
City of Grand Island



Tuesday, September 23, 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 - Father Robert Lewis, St. Stephen's Episcopal Church, 422 West 2nd Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, September 23, 2014

Council Session

Item C-1

Proclamation “Literacy Week 2014”

More than 36 million American adults struggle to read, write, do math, and use technology above a third grade level. The Literacy Council of Grand Island provides English as a second language to non-English speaking people who are now residents of Grand Island and Hall County. People who know how to read and write increases an individual's success in employment, income, education attainment, and family stability. The Mayor has proclaimed September 22-28, 2014 as "Literacy Week 2014". See attached PROCLAMATION.

Staff Contact: Mayor Jay Vavricek

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

PROCLAMATION

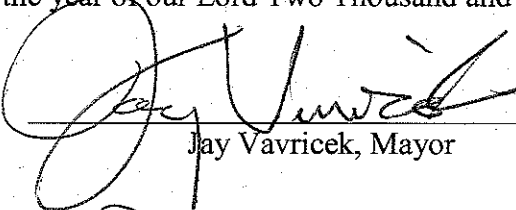
- WHEREAS, the mission of the Literacy Council of Grand Island is to teach individuals (at no charge) literacy skills and the English language regardless of age, income, background, race, religion, or country of origin; and
- WHEREAS, since 1981 the Literacy Council of Grand Island has provided English as a second language and the literacy instruction to thousands of people from Africa, Asia, Central America, South America, and Cuba who are now residents of Grand Island and Hall County; and
- WHEREAS, Nebraska ranks fifth in refugee resettlement per capita compared with states of similar population; and
- WHEREAS, more than 36 million American adults struggle to read, write, do math, and use technology above a third grade level; and
- WHEREAS, proficiency in English increases an individual's success in employment, income, education attainment, and family stability; and
- WHEREAS, people who know how to read and write are more likely to vote, volunteer in their communities, and read to their children; and
- WHEREAS, the Literacy Council of Grand Island works with Edith Abbott Public Library, the Multicultural Coalition of Grand Island, the YWCA, the YMCA, Adult Basic Education, ResCare workforce development services, JBS, Principal Financial Group, Five Points Bank, Heartland United Way, the Grand Island Independent, and KRGI and other local businesses and organizations to promote and develop literacy skills.

NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the week of September 22-28, 2014 as

“LITERACY WEEK 2014”


in the City of Grand Island, and encourage all citizens to learn more about the importance of literacy and to become involved with literacy in this community.

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

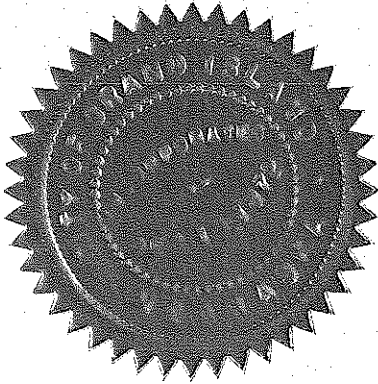


Jay Vavricek, Mayor

Attest:



RaNae Edwards, City Clerk





City of Grand Island

Tuesday, September 23, 2014

Council Session

Item C-2

Proclamation “Hispanic Heritage Month” September 15 – October 15, 2014

Hispanic men and women play an integral role in the progress, productivity, and strength of our city. They fortify our community and strengthen our families through their accomplishments and cultural contributions to society. Grand Island is a welcoming community to immigrants and they are encouraged to make Grand Island their home. Mayor Vavricek has proclaimed the month of September 15 through October 15, 2014 as "Hispanic Heritage Month". See attached PROCLAMATION.

Staff Contact: Mayor Jay Vavricek

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

PROCLAMATION

WHEREAS, Hispanic men and women have worked hard to create opportunities in the next century, overcoming barriers of language, culture and tradition; and

WHEREAS, Hispanic men and women play an integral role in the progress and productivity of our great city, working to fortify our community and strengthen our families; and

WHEREAS, Hispanic soldiers have shared in the strong democratic ideals of the United States, bravely serving the nation and garnering numerous awards, including the Congressional Medal of Honor, and continuing to follow a tradition of loyal and patriotic service in the U.S. Armed Forces; and

WHEREAS, by continuing to strive for equal opportunity in the areas of employment, education and economic development, the Hispanic population is making our Grand Island United stronger than ever; and

WHEREAS, it is important to honor and celebrate Grand Island's Hispanic people and their accomplishments and cultural contributions to society; and

WHEREAS, Grand Island is a welcoming community to immigrants and they are encouraged to make Grand Island their home.

NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the month of September 15 through October 15, 2014 as

"HISPANIC HERITAGE MONTH"

in the City of Grand Island, and encourage all citizens to take this opportunity to celebrate our past and build our future – "celebrar nuestro pasado y construir nuestro future."

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 23, 2014

Council Session

Item D-1

**#2014-BE-6 - Consideration of Determining Benefits for Water
Main District 458T, Platte Valley Industrial Park - East**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: September 23, 2014

Subject: Water Main District 458T – Platte Valley Industrial Park East – Board of Equalization Hearing and Consideration of Determination of Benefits

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

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Platte Valley Industrial Park East (PVIP-E) is located on the west side of Blaine Street, between Schimmer Drive and Wildwood Drive. PVIP-E is a 280 acre tract of land that is owned by the Grand Island Area Economic Development Corporation (GIAEDC).

Water Main District 458T was authorized by the Council on November 23, 2010, to provide municipal water service adjacent to the properties, thereby making the area more attractive for commercial and industrial usage.

On October 26, 2010, the City Council approved funding assistance for installation of infrastructure from a grant from the Nebraska Department of Economic Development. The monies were provided from the Community Development Block Grant (CDBG) Disaster Recovery Program. At the same time, additional funding was also allocated from the Local Area Economic Development LB 840 Program.

Discussion

As a cost savings from the economy of scale, a joint Utilities/Public Works Contract was prepared for construction of water and sewer lines to the PVIP-E area. Specifications for the project were developed and bids advertised and received in accordance with the City Purchasing Code.

On April 10, 2012, The Diamond Engineering Company of Grand Island was awarded the joint contract for a total of \$1,262,909.56. The contract consisted of installing 8,700 feet of sanitary sewer and 8,500 feet of 16" diameter water main. The bid award was based on the least total cost for the entire project (water main and sanitary sewer).

The total project cost for the water main construction was \$856,068.68. The City has just received final grant disbursements for the project. The funding assistance includes: \$334,762.00 from the original Community Development Block Grant; \$32,909.00 from the amended Grant reallocation; \$36,985.00 for easement reimbursements from the EDC; and \$119,758.45 from LB 840 funding. The total funding assistance for Water Main District 458T is \$524,414.45.

The remaining balance of \$331,654.23 will be charged to the properties receiving benefit within the district's boundary. Those connection fees are due when a property "taps" the water main for service. This is the City's standard method used to recoup costs when water mains are installed across undeveloped lands. The connection (tap) fee for properties within the boundary of Water Main District 458T is \$21.510958 per front foot.

Attached for reference are copies of the tabulation of construction costs for Water Main District 458T; a tabulation of connection fees for the properties within District 458T, and the district's boundary plat.

Alternatives

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

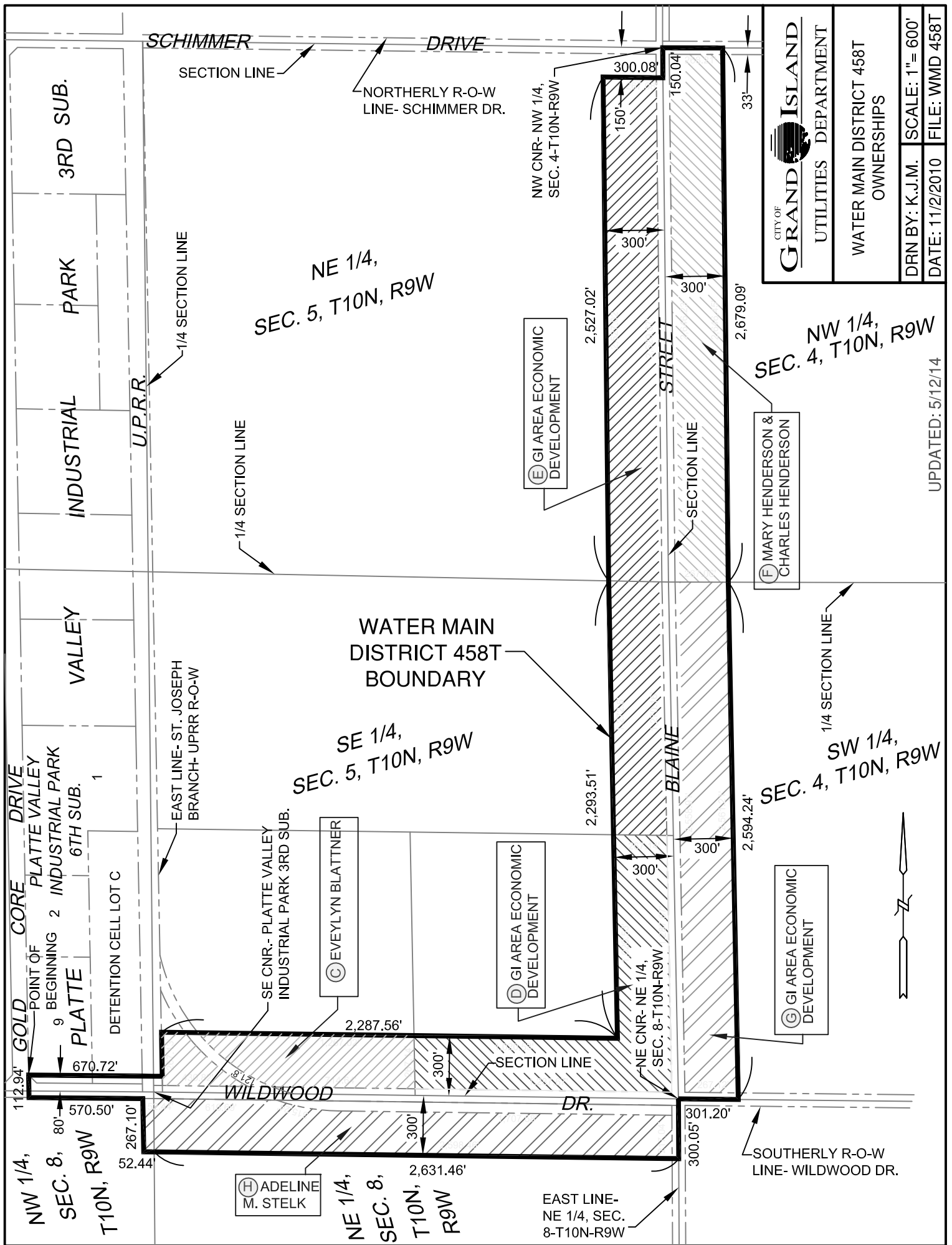
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

It is recommended that the Council sit as a Board of Equalization and establish the connection fees for the properties within the district.

Sample Motion

Move to sit as a Board of Equalization to establish the connection fees for the properties within Water Main District 458T.



 CITY OF GRAND ISLAND	UTILITIES DEPARTMENT	DRN BY: K.J.M.	SCALE: 1" = 600'
	WATER MAIN DISTRICT 458T OWNERSHIPS	DATE: 11/2/2010	FILE: WMD 458T
	UPDATED: 5/12/14		

WATER MAIN DISTRICT 458T
Platte Valley Industrial Park East
 Wildwood Dr - Gold Core to Blaine St
 Blaine St - Wildwood Dr to Schimmer Dr

THE DIAMOND ENGINEERING COMPANY
 P O Box 1327
 Grand Island, NE 68802
 Tel: (308) 382-8362 Fax: (308) 382-8389

5/12/2014

Item	Description	BID	TOTAL QUANTITIES PLACED		TOTAL AMT
		Unit \$		Unit	COMPLETED \$
C. 1.01	16" d.i. pipe (SJ)	62.15	8,414.00	l.f.	\$522,930.10
C. 1.02	16" d.i. pipe (RJ)	76.60	126.00	l.f.	\$9,651.60
C. 1.03	30"x0.500" Steel casing	275.00	120.00	l.f.	\$33,000.00
C. 1.04	16"x16"x16" tapping sleeve (MJ)	7,265.00	1.00	ea.	\$7,265.00
C. 1.05	16"x16"x16" Tee (MJ)	975.00	1.00	ea.	\$975.00
C. 1.06	16"x16"x6" tee (MJ)	675.00	16.00	ea.	\$10,800.00
C. 1.07	16"X22 1/2° Ell (MJ)	555.00	10.00	ea.	\$5,550.00
C. 1.08	16"X6" Reducer (MJ)	405.00	1.00	ea.	\$405.00
C. 1.09	16" sleeve coupling	510.00	21.00	ea.	\$10,710.00
C. 1.10	16" Tapping Valve	7,430.00	1.00	ea.	\$7,430.00
C. 1.11	16" Butterfly Valve	2,553.00	10.00	ea.	\$25,530.00
C. 1.12	valve box	145.00	11.00	ea.	\$1,595.00
C. 1.13	Fire Hydrant assembly Type 1	1,400.00	16.00	ea.	\$22,400.00
C. 1.14	Fire Hydrant Assembly Type 2	1,980.00	1.00	ea.	\$1,980.00
C. 1.15	Thrust Block	350.00	23.00	ea.	\$8,050.00
C. 1.16	Thrust Block - Invert "A"	965.00	3.00	ea.	\$2,895.00
C. 1.17	Thrust Block - Invert "B"	820.00	3.00	ea.	\$2,460.00
C. 1.18	remove asph./conc. Driveway	5.80	0.00	s.y.	\$0.00
C. 1.19	replace asph./conc. Driveway	31.00	0.00	s.y.	\$0.00
C. 1.20	remove asph./conc. Roadway	6.80	83.40	s.y.	\$567.12
C. 1.21	replace concrete roadway	34.50	83.40	s.y.	\$2,877.30
C. 1.22	remove and replace gravel roadway	18.00	10.00	ton	\$180.00
C. 1.23	Residential Type Seeding & Restoration	9,535.00	0.40	Ac	\$3,814.00
C. 1.24	Non-Residential Type Seeding & Restoration	2,695.00	4.45	Ac	\$11,992.75
C. 1.25	Row Crop Area Restoration	340.00	6.70	Ac	\$2,278.00
C. 1.26	Dewatering	9.55	2,593.00	l.f.	\$24,763.15
C. 1.27	Temporary Traffic Control	1,250.00	1.00	L.S.	\$1,250.00
C. 1.28	Temporary Fencing	4,370.00	1.00	L.S.	\$4,370.00
C. 1.29	Remove & Replace Permanent Fencing	1,586.00	1.00	L.S.	\$1,586.00
CONTRACT TOTAL AMOUNT					\$727,305.02
Easements					\$45,987.50
City Supplied Materials					\$23,834.13
Services & Supplies					\$4,446.08
Engineering					\$37,577.04
Overhead					\$16,918.91
PROJECT TOTAL					\$856,068.68
Less PVS B Easement Reimbursement					-\$36,985.00
Less CDBG Reimbursement					-\$334,762.00
Less CDBG Amendment					-\$32,909.00
LB 840 Funds					-\$119,758.45
Total Reimbursement					-\$524,414.45
ASSESSABLE TOTAL					\$331,654.23

**TABULATION OF CONNECTION FEES
WATER MAIN DISTRICT 458T
WWO 22919**

5/12/2014

ITEM	AMOUNT
Contract =	\$727,305.02
Easements =	\$45,987.50
City Materials =	\$23,834.13
Engineering =	\$37,577.04
Overhead =	\$16,918.91
Services & Supplies	\$4,446.08
Total Project =	<u>\$856,068.68</u>
Less PVS B Easement	-\$36,985.00
Less CDBG =	-\$334,762.00
Less CDBG Amendment =	-\$32,909.00
LB 840 Funds	-\$119,758.45
Total Reimbursements =	<u>-\$524,414.45</u>
Assessable =	\$331,654.23
Connection Fee / FF	\$21.510958

OWNER	PARCEL #	SEE ATTACHED PROPERTY	DESCRIPTION	FRONT FOOTAGE	TOTAL CONNECTION FEE
Blattner Family Trust 10 Trailwood Creek Lufkin, TX 75901	400209217	Part SW 1/4, SE 1/4 Section 5, T-10-N, R-9-W	"C"	1,145.46	\$24,639.94
Grand Island Area Economic Development PO Box 1151 Grand Island, NE 68802	400209225	Part SW 1/4, SE 1/4 Section 5, T-10-N, R-9-W	"D"	2,575.34	\$55,398.03
Grand Island Area Economic Development PO Box 1151 Grand Island, NE 68802	400209209 400209160	Part E 1/2, NE 1/4 Section 5, T-10-N, R-9-W Part N 1/2, SE 1/4 Section 5, T-10-N, R-9-W	"E"	3,800.03	\$81,742.29
Charles H Henderson Mary Alice Henderson, H/W 24 E Laurel Street Harrisonburg, VA 22801	400209047	Part W 1/2, NW 1/4 Section 4, T-10-N, R-9-W	"F"	2,646.23	\$56,922.94
Grand Island Area Economic Development PO Box 1151 Grand Island, NE 68802	400209055	Part SW 1/4 Section 4, T-10-N, R-9-W	"G"	2,558.91	\$55,044.61
Adeline M Stelk 2659 W Wildwood Dr Grand Island, NE 68801	400209241	Part N 1/2, NE 1/4 Section 8, T-10-N, R-9-W Part NE 1/4, NW 1/4 Section 8, T-10-N, R-9-W	"H"	2,691.95	\$57,906.42
				Total Footage	15,417.92
				Total All Connection Fees	<u>\$331,654.23</u>

OPINION OF THE GRAND ISLAND CITY ATTORNEY (2014-07)

TO: Honorable Jay Vavricek, Mayor
Members of the Grand Island City Council
FROM: Robert J. Sivick, Grand Island City Attorney
RE: Issues Related to the Platte Valley Industrial Park East
DATE: September 18, 2014

In recent months two issues have arisen related to the development of the Platte Valley Industrial Park East (PVIPE). The first involves Community Development Block Grant 10-ED-010 (Grant) awarded the City of Grand Island (City). Application for this grant was made at the request of the Grand Island Area Economic Development Corporation (GIAEDC) as that organization was ineligible to make application on its own. The Grant funds were used for developing public infrastructure at PVIPE contingent on the creation of a number of jobs, income levels of persons holding those jobs, and those jobs existing for at least one year. The Grant was in the amount of \$925,000.00 and must be repaid by the City to the State of Nebraska if those conditions are not met.

The second issue involves the Grand Island City Council (Council) sitting as the Board of Equalization to assess the cost of improvements to PVIPE. I have been asked to render an opinion on these matters. This document constitutes my opinion.

- I. WILL THE CITY HAVE A CAUSE OF ACTION AGAINST THE GRAND ISLAND AREA ECONOMIC DEVELOPMENT CORPORATION (GIAEDC) IF THE GIAEDC FAILS TO MEET THE CONDITIONS OF THE GRANT AND THOSE GRANT MONIES MUST BE REPAYED BY THE CITY TO THE STATE OF NEBRASKA?

Most likely no. On July 27, 2010 the Council approved Resolution 2010-207 which authorized the City to enter into an economic development agreement with the GIAEDC which incorporated the terms of the Grant. During that meeting assurances were made by both City and GIAEDC staff an agreement would be entered into by the parties setting forth terms of implementing the Grant, particularly a provision requiring the GIAEDC to reimburse the City if the conditions of the Grant were not met and the Grant funds would have to be repaid. No such implementation agreement was drafted or executed by the parties.

During the Summer of 2014 City staff attempted to remedy

the oversight from 2010 by drafting an implementation agreement to be executed by the City and GIAEDC. The GIAEDC declined to execute such an agreement or even discuss the matter. On August 21, 2014 City Administration brought the matter before the Council for guidance in the form of Resolution 2014-233 directing City staff to continue pursuing negotiations regarding an implementation agreement. The Council unanimously voted to deny Resolution 2014-233.

A number of statements have been made that pursuing an implementation agreement or memorializing obligations is premature at this point as the first benchmark for meeting conditions of the Grant will not occur until March 25, 2016. However, without a written agreement any cause of action would be based solely on oral statements and promises made in 2010. That would be weak evidence of a contractual obligation as alluded to by movie mogul Samuel Goldwyn when he supposedly quipped, "A verbal contract isn't worth the paper it's written on." In addition, by rejecting Resolution 2014-233 a strong argument could be made the City through the actions of its governing body relinquished its interest in any cause of action against the GIAEDC.

- II. MAY THE COUNCIL ACTING AS THE BOARD OF EQUALIZATION IMPOSE AN ADDITIONAL ASSESSMENT IN THE FUTURE FOR ANY GRANT DOLLARS USED TO CONSTRUCT INFRASTRUTURE AT PVIPE IF THOSE DOLLARS MUST BE RETURNED TO THE STATE FOR FAILING TO MEET THE CONDITIONS OF THE GRANT?

No. Nebraska law (Neb. Rev. Stat. §§16-622, 16-669, 16-672.07, and 16-6,103) is very clear when assessments for costs of public infrastructure improvements are made those assessments must reflect the costs of the improvements and assessments must be "levied at one time". (Neb. Rev. Stat. §§16-622 and 16-669). The Grant monies used for construction of the improvements at PVIPE were not "costs" borne by the City but by the State of Nebraska and ultimately the United States government. An additional assessment made in the future resulting from the City having to repay those Grant funds would violate the legal requirement assessments be levied once.

- III. MAY THE COUNCIL ACTING AS THE BOARD OF EQUALIZATION ASSESS THE COSTS OF IMPROVEMENTS TO INCLUDE THE AMOUNT RECEIVED FROM THE GRANT AND THEN REIMBURSE THE GRANT FUND PORTION TO PROPERTY OWNERS IN THE EVENT THE GRANT DOES NOT HAVE TO BE REPAID?

No. Again, Nebraska law (see preceding paragraph) requires the assessment reflect the costs borne by the City for public infrastructure improvements. Although the Grant was used to pay a portion of those costs those funds were provided by the State of Nebraska from monies received from the United States government. Assessments may not be based on speculation of future costs and including the Grant dollars in the assessment would create a windfall for the City in that it would recover a portion of its costs twice, once through the use of the Grant and once through the assessment.

- IV. MAY THE COUNCIL DELAY ASSESSING THE COSTS OF IMPROVMENTS UNTIL SUCH TIME AS THE CITY WILL KNOW WHETHER THE GRANT WILL HAVE TO BE REPAID?

Such an action passing legal muster is possible but not probable. Laws regulating public infrastructure improvements in Cities of the First Class are contained in Article 6 of Chapter 16 of the Nebraska Revised Statutes. Those laws were enacted over the course of decades in the late nineteenth and early twentieth centuries as public infrastructure improvements advanced from wooden plank sidewalks abutting dirt streets to modern water and sewer systems. Consequently, many of these statutes conflict with one another. Regarding time constraints, the statutes primarily deal with minimum periods of notice through publication and payment and delinquency periods.

Although no hard and fast timeline exists for the Council sitting as a Board of Equalization to assess the costs of improvements, it can be presumed the Council is required to do so in a reasonable period of time after completion of construction and the calculation of costs related thereto. Waiting an additional year and a half to see if the Grant must be repaid will probably not be considered reasonable, particularly by a property owner having to pay a greater amount for an assessment levied in 2016 as opposed to one levied in 2014.

There is limited case law interpreting the laws regulating

public infrastructure improvements in First Class Cities. However, in *Turner, et. al. v. City of North Platte*, 203 Neb. 706, 279 N.W.2d 868 (1979) the Supreme Court spoke clearly when it held,

The legislative power and authority delegated to a city to construct local improvements and levy assessments for payments thereof is to be strictly construed, and every reasonable doubt as to the extent or limitation of such power and authority is resolved against the city and in favor of the taxpayer.

Id. at 713-714.

Accordingly, under the standard set forth in *Turner*, it is probable a Court would rule against the City regarding any additional costs and assessments resulting from the City having to repay the Grant. Most likely a Court would characterize such an action as a separate legal dispute between the City and the GIAEDC not involving the property owner.

V. IF THE GRANT MUST BE REPAYED WHICH FUND WILL THE REPAYMENT BE DRAWN FROM?

That will be an issue for the 2016 Council to decide if necessary. The Council may draw the repayment from the General Fund or the Utility and Wastewater Enterprise Funds in pro rata shares reflective of the costs of particular infrastructure improvements. The only difference would be whether City taxpayers or ratepayers would bear the cost of repayment.

If you need any additional information do not hesitate to contact me.

RESOLUTION 2014-BE-6

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Water Main District 458T, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$331,654.23; and

Such benefits are equal and uniform; and

According to the area of the respective lots, tracts, and real estate within such Water Main District No. 458T such benefits are the sums set opposite the several descriptions as follows:

Name	Parcel Number	Description	Connection Fee
Blattner Family Trust 10 Trailwood Creek Lufkin TX 75901	400209217	Beginning at the intersection of the northerly right-of-way line of Wildwood Drive and the easterly right-of-way line of the River Industrial Lead Railroad, formerly known as the St. Joseph Branch of the Union Pacific Railroad; thence northerly, along the said easterly right-of-way line of the River Industrial Lead Railroad, a distance of two hundred sixty seven and thirteen hundredths (267.13) feet; thence easterly and three hundred (300.0) feet parallel with the southerly line of the Southwest Quarter of the Southeast Quarter (SW ¼, SE ¼,) of Section Five (5), Township Ten (10) North, Range Nine (9) West, a distance of one thousand two hundred sixty seven and two hundredths (1,267.02) feet to a point on the easterly line of the Southwest Quarter of the Southeast Quarter (SW ¼, SE ¼), of said Section Five (5), thence southerly along the easterly line of the Southwest Quarter of the Southeast Quarter (SW ¼, SE ¼) of said Section Five (5), a distance of two hundred sixty seven and fourteen hundredths (267.14) feet to a point on the northerly right-of-way line of said Wildwood Drive; thence westerly along the northerly right-of-way line of said Wildwood Drive, a distance of one thousand two hundred sixty seven and twenty six hundredths (1,267.26) feet to the said Point of Beginning. Except that part deeded to the City of Grand Island for a Railroad Spur Line described in Instrument #78-007701(See attached) recorded in the Hall County, Nebraska Register of Deeds Office.	\$24,639.94
Grand Island Area Economic Development PO Box 1151 Grand Island NE 68802-1151	400209225	Beginning at the intersection of the northerly right-of-way line of Wildwood Drive and the westerly right-of-way line Blaine Street; thence westerly along the northerly right-of-way line of said Wildwood Drive, a distance of one thousand two hundred eighty seven and sixty seven hundredths (1,287.67) feet to a point on the westerly line of the Southeast Quarter of the Southeast Quarter (SE ¼, SE ¼) of Section Five (5), Township Ten (10) North, Range Nine (9) West; thence northerly along	\$55,398.03

Approved as to Form ✕ _____ September 19, 2014 ✕ City Attorney

		<p>the westerly line of the Southeast Quarter of the Southeast Quarter (SE ¼, SE ¼) of said Section Five (5), a distance of two hundred eighty seven and fourteen hundredths (287.14) feet; thence easterly and three hundred (300.0) feet parallel with the southerly line of the Southeast Quarter of the Southeast Quarter (SE ¼, SE ¼) of said Section Five (5), a distance of one thousand twenty and fifty three hundredths (1,020.53) feet; thence northerly and three hundred (300.0) feet parallel with the easterly line of the Southeast Quarter of the Southeast Quarter (SE ¼, SE ¼) of said Section Five (5), a distance of one thousand twenty and fifty three hundredths (1,020.53) feet to a point on the northerly line of the Southeast Quarter of the Southeast Quarter (SE ¼, SE ¼) of said Section Five (5); thence easterly along the northerly line of the Southeast Quarter of the Southeast Quarter (SE ¼, SE ¼) of said Section Five (5), a distance of two hundred sixty seven and fourteen hundredths (267.14) feet to a point on the westerly right-of-way line of said Blaine Street; thence southerly along the westerly right-of-way line of said Blaine Street, a distance of one thousand two hundred eighty seven and sixty seven (1,287.67) feet to the northerly right-of-way line of Wildwood Drive being the said Point of Beginning.</p>	
<p>Grand Island Area Economic Development PO Box 1151 Grand Island NE 68802-1151</p>	<p>400209209 400209160</p>	<p>Beginning at a point on the westerly right-of-way line of Blaine Street, said point being one hundred fifty (150.0) feet south of the northerly line of the Northeast Quarter (NE ¼) of Section Five (5), Township Ten (10) North, Range Nine (9) West; thence southerly along the westerly right-of-way line of said Blaine Street, a distance of two thousand five hundred twenty nine and eighty seven hundredths (2,529.87) feet to a point on the northerly line of the North Half of the Southeast Quarter (N1/2, SE ¼) of said Section Five (5); thence continuing along the westerly right-of-way line of said Blaine Street, a distance of one thousand two hundred seventy and sixteen hundredths (1,270.16) feet to a point on the southerly line of the North Half of the Southeast Quarter (N1/2, SE ¼) of said Section Five (5); thence westerly along the southerly line of the North Half of the Southeast Quarter (N1/2, SE ¼) of said Section Five (5), a distance of two hundred sixty seven and fourteen (267.14) feet; thence northerly and three hundred (300.0) feet parallel with the easterly line of the North Half of the Southeast Quarter (N1/2, SE ¼) of said Section Five (5), a distance of one thousand two hundred seventy two and six tenths (1,272.6) feet to a point on the southerly line of the Northeast Quarter (NE ¼) of said Section Five (5); thence continuing northerly and three hundred (300.0) feet parallel with the easterly line of the Northeast Quarter (NE ¼) of said Section Five (5), a distance of two thousand five hundred twenty seven and two hundredths (2,527.02) feet; thence easterly and one hundred fifty (150.0) feet parallel with the northerly line of the Northeast Quarter (NE ¼) of said Section Five (5), a distance of two hundred sixty seven and eight hundredths (267.08) feet to a point on the westerly right-</p>	<p>\$81,742.29</p>

		of-way line of said Blaine Street being the said Point of Beginning.	
Charles H. Henderson Mary Alice Henderson, H/W 24 E Laurel Street Harrisonburg VA 22801	400209047	Beginning at the intersection of the easterly right-of-way line of Blaine Street and the southerly right-of-way line of Schimmer Drive; thence easterly along the southerly right-of-way line of said Schimmer Drive, a distance of two hundred sixty eight and twenty one hundredths (268.21) feet; thence southerly and three hundred (300.0) feet parallel with the westerly line of the Northwest Quarter (NW ¼) of Section Four (4), Township Ten (10) North, Range Nine (9) West, a distance of two thousand six hundred forty six and forty five hundredths (2,646.45) feet to a point on the southerly line of the Northwest Quarter (NW ¼) of said Section Four (4); thence westerly along the southerly line of the Northwest Quarter (NW ¼) of said Section Four (4), a distance of two hundred sixty seven and six hundredths (267.06) feet to a point on the easterly right-of-way line of said Blaine Street; thence northerly along the easterly right-of-way line of said Blaine Street, a distance of two thousand six hundred forty six and twenty three hundredths (2,646.23) feet to a point on the southerly right-of-way line of said Schimmer Drive being the said Point of Beginning.	\$56,922.94
Grand Island Area Economic Development PO Box 1151 Grand Island NE 68802-1151	400209055	Beginning at the intersection of the northerly right-of-way line of Wildwood Drive and the easterly right-of-way line of Blaine Street; thence northerly along the easterly right-of-way line of Blaine Street, a distance of two thousand five hundred fifty eight and ninety one hundredths (2,558.91) feet to a point on the northerly line of the Southwest Quarter (SW ¼) of said Section Four (4), Township Ten (10) North, Range Nine (9) West; thence easterly along the northerly line of the Southwest Quarter (SW ¼) of said Section Four (4), a distance of two hundred sixty seven and six hundredths (267.06) feet; thence southerly and three hundred (300.0) feet parallel with the westerly line of the Southwest Quarter (SW ¼) of said Section Four (4), a distance of two thousand five hundred sixty one and twenty one hundredths (2,561.21) feet to a point on the northerly right-of-way line of said Wildwood Drive; thence westerly along the northerly right-of-way line of said Wildwood Drive, a distance of two hundred sixty seven and twelve hundredths (267.12) feet to a point on the easterly right-of-way line of said Blaine Street being the said Point of Beginning.	\$55,044.61
Adeline M. Stelk 2659 West Wildwood Drive Grand Island NE 68801	400209241	Beginning at a point on the westerly right-of-way line of Blaine Street, said point being eighty three (83.0) feet south of the northerly line of the North Half of the Northeast Quarter (N1/2, NE1/4) of Section Eight (8), Township Ten (10) North, Range Nine (9) West; thence westerly and eighty three (83.0) feet parallel with the with the northerly line of the North Half of the Northeast Quarter (N1/2, NE1/4) of said Section Eight (8), a distance of one thousand seven hundred seven and fifty eight hundredths (1,707.58) feet to a point of curvature; thence running northwesterly along the arc of a curve whose radius is nine hundred eighty five and thirty seven	\$57,906.42

	<p>hundredths (985.37) feet (the long chord of which deflects 11°50'33" right from the last described course), a long chord distance of three hundred fifteen and twenty four hundredths (315.24) feet to a point on the southerly right-of-way line of Wildwood Drive; thence westerly along the southerly right-of-way line of said Wildwood Drive, a distance of six hundred sixteen and sixty nine hundredths (616.69) feet to a point on the easterly line of the Northwest Quarter (NW1/4) of said Section Eight (8); thence continuing westerly along the southerly right-of-way line of said Wildwood Drive, a distance of fifty two and forty four hundredths (52.44) feet; thence southerly and parallel with the easterly line of the Northwest Quarter (NW1/4) of said Section Eight (8), a distance of two hundred sixty seven and ten hundredths (267.10) feet; thence easterly and three hundred (300.0) feet parallel with the northerly line of the Northwest Quarter (NW1/4) of said Section Eight (8), a distance of fifty two and forty four hundredths (52.44) feet to a point on the westerly line of the North Half of the Northeast Quarter (N1/2, NE1/4) of said Section Eight (8); thence continuing easterly and three hundred (300.0) feet parallel with the northerly line of the North Half of the Northeast Quarter (N1/2, NE1/4) of said Section Eight (8), a distance of two thousand five hundred ninety eight and forty six hundredths (2,598.46) feet to a point on the westerly right-of-way line of said Blaine Street; thence northerly along the westerly right-of-way line of said Blaine Street, a distance of two hundred seventeen and four hundredths (217.04) feet to the said Point of Beginning.</p>	
TOTAL All Connection Fees		\$331,654.23

BE IT FURTHER RESOLVED that the special benefits as determined by this resolution shall not be levied as special assessments, but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6,103,R.R.S. 1943. A connection fee in the amount of the above benefit accruing to each property in the district shall be paid to the City of Grand Island at the time such property becomes connected to the water main. No property benefited as determined by this resolution shall be connected to the water main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

- - -

- 4 -

Adopted by the City Council of the City of Grand Island, Nebraska September 23, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 23, 2014

Council Session

Item D-2

#2014-BE-7 - Consideration of Determining Benefits for Sanitary Sewer District 527T; Platte Valley Industrial Park-East

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: September 23, 2014

Subject: Consideration of Determining Benefits for Sanitary Sewer District 527T; Platte Valley Industrial Park-East

Item #'s: D-2 & I-3

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

Background

The Certificate of Final Completion for Sanitary Sewer District No. 527T was approved on August 26, 2014 with September 23, 2014 set as the date for Council to sit as the Board of Equalization. All work has been completed and special assessments have been calculated for the District.

Discussion

Sanitary Sewer District No. 527T was created by City Council on April 10, 2012 as a special economic development activity for development of a business/industrial park/site which will eventually be occupied by eligible benefited business(es). This was a combined project of the Public Works and Utility Departments for the installation of sanitary sewer lines, water main, and street improvements to provide municipal utility infrastructure to the Platte Valley Industrial Park Site.

Funding assistance was provided for the project from the 2010 Community Development Block Grant (CDBG) Economic Development Program in the amount of \$935,000. This Block Grant required a City's matching fund of \$1,275,000. On October 26, 2010 the City Council approved the application for the Economic Development Grant from the Nebraska Department of Economic Development. Additionally, \$575,000 in Local Area Economic Development LB 840 funds was allocated to the project.

District 527T is a "tap" district. The district is located between Schimmer Drive on the north, Wildwood Drive on the south, Blaine Street on the east and the St. Joe Branch of the UPRR on the west. The district constructed an 18" gravity sanitary sewer extension from Gold Core Road to Blaine Street on the north side of Wildwood Drive, and in similar image a 15" gravity sanitary sewer extension on the south side of Schimmer

Drive. The district provides service to all interior lots within the Platte Valley Industrial Park – East. Connection fees will be collected from property owners within the district boundary as the main is tapped for service.

Work on the project was completed at a construction price of \$508,855.21. Other credited funds are (\$331,138.00) Total cost of the project is \$592,606.80. Costs for the project break down as follows:

Original Bid	\$486,953.20
Change Order No. 1	\$ 9,572.88
Miscellaneous	\$ 12,329.13
SUBTOTAL (Construction Price)	\$508,855.21

Construction Engineering Costs	\$ 83,751.59
SUBTOTAL (Engineering / Inspections)	\$ 83,751.59

State of Nebraska DED CDBG	\$(254,572.00)
Grand Island Area Economic Development Corp.	\$ (76,566.00)
SUBTOTAL (Other Funding)	\$(331,138.00)

TOTAL COST **\$261,468.80**

The final assessment for Sanitary Sewer District 527T, Platte Valley Industrial Park East is \$261,468.80.

The assessed cost in the district and the cities costs break down as follows:

Total Assessed to Blattner Family Trust	\$ 47,526.22
Total Assessed to Grand Island Area	
<u>Economic Development Cooperation</u>	<u>\$213,942.58</u>
TOTAL COST	\$261,468.80

The Engineers Estimate for the project was underrun in the amount of \$6,261.61.

Alternatives

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

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

Recommendation

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

Sample Motion

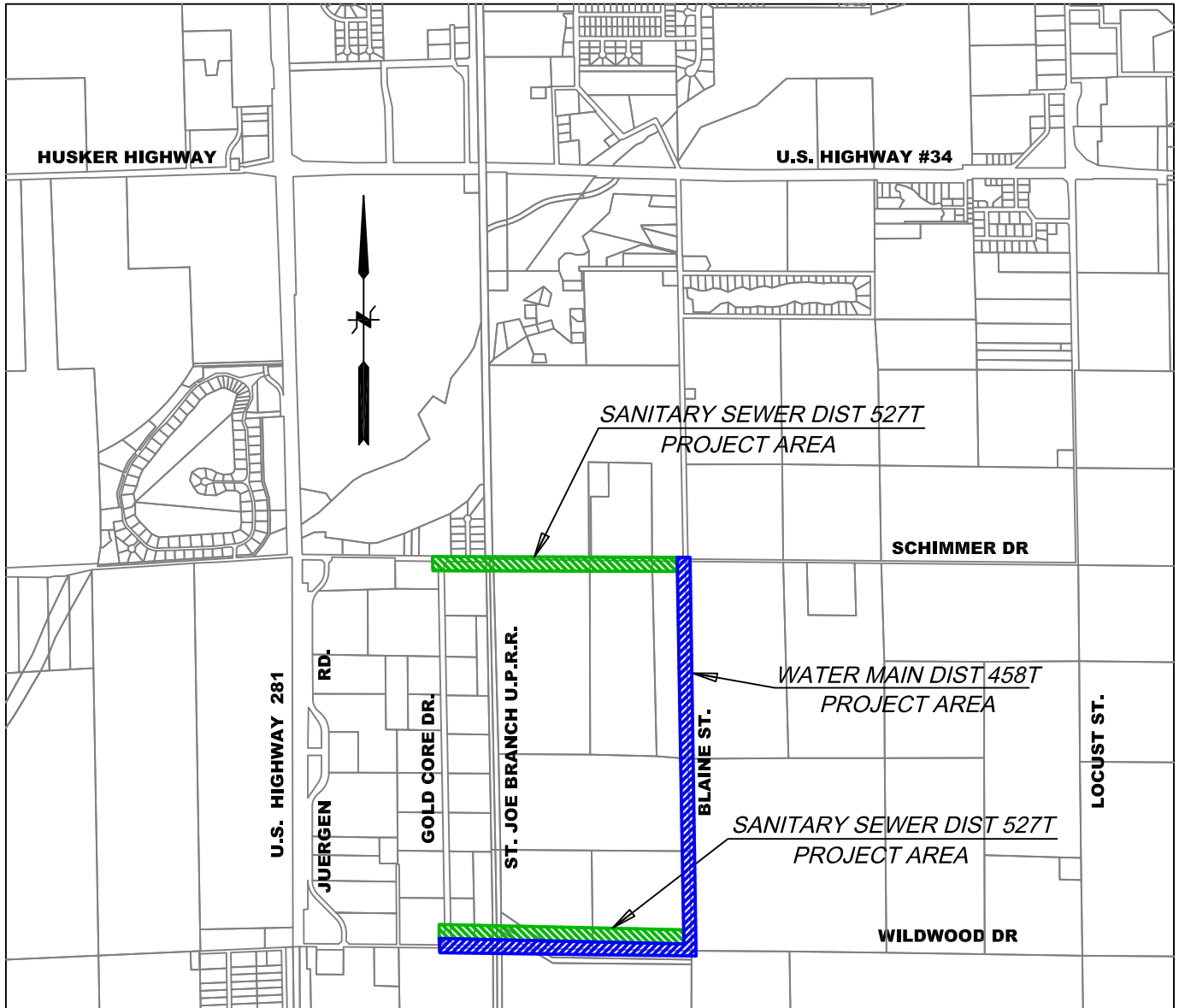
(Sample Motion for the Board of Equalization)

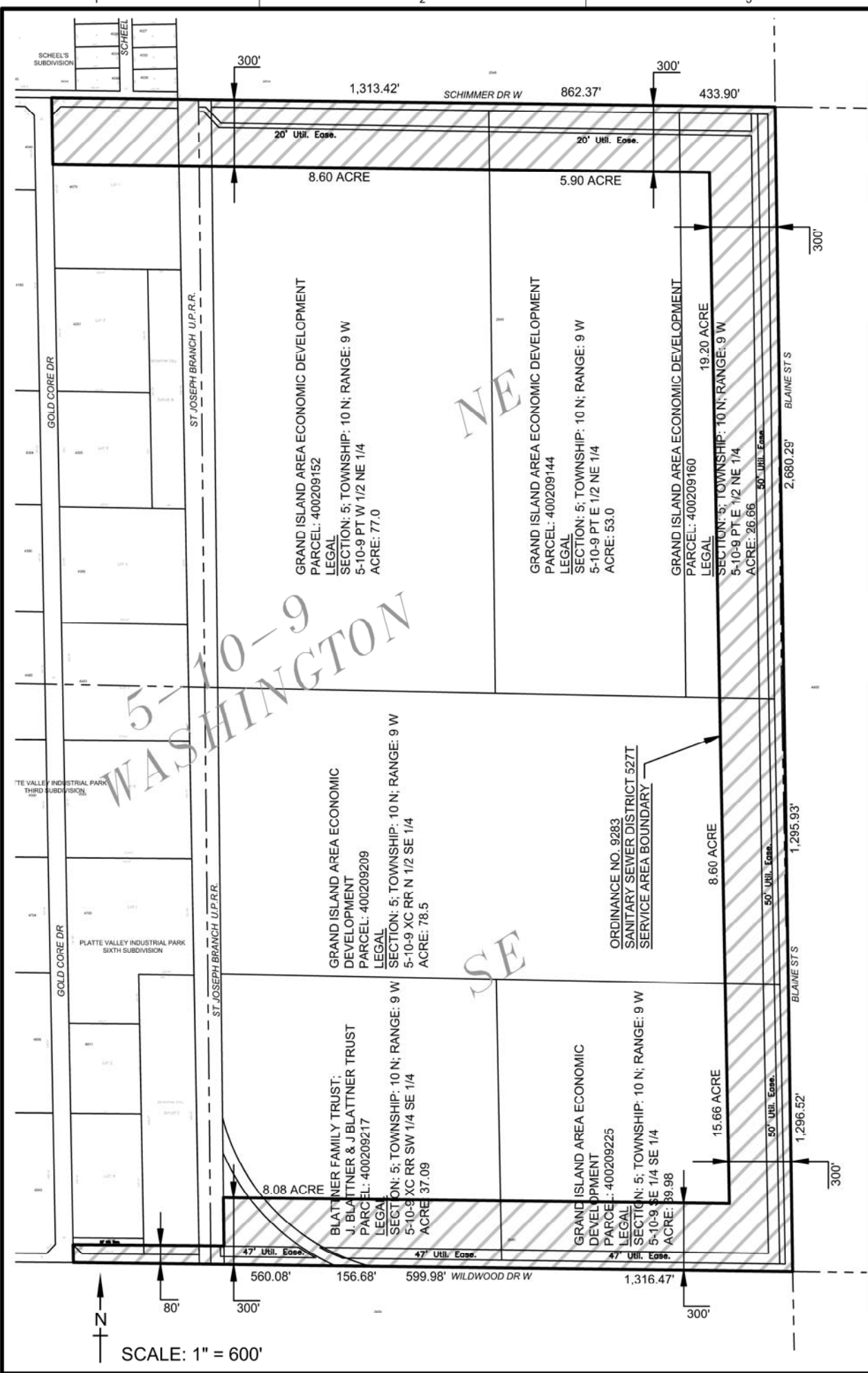
Move to approve the resolution determining benefits for Sanitary Sewer Districts 527T.

(Sample Motion for the Resolution)

Move to approve the Resolution levying the assessments for Sanitary Sewer Districts 527T.

LOCATION MAP





5-10-9
WASHINGTON

SCALE: 1" = 600'

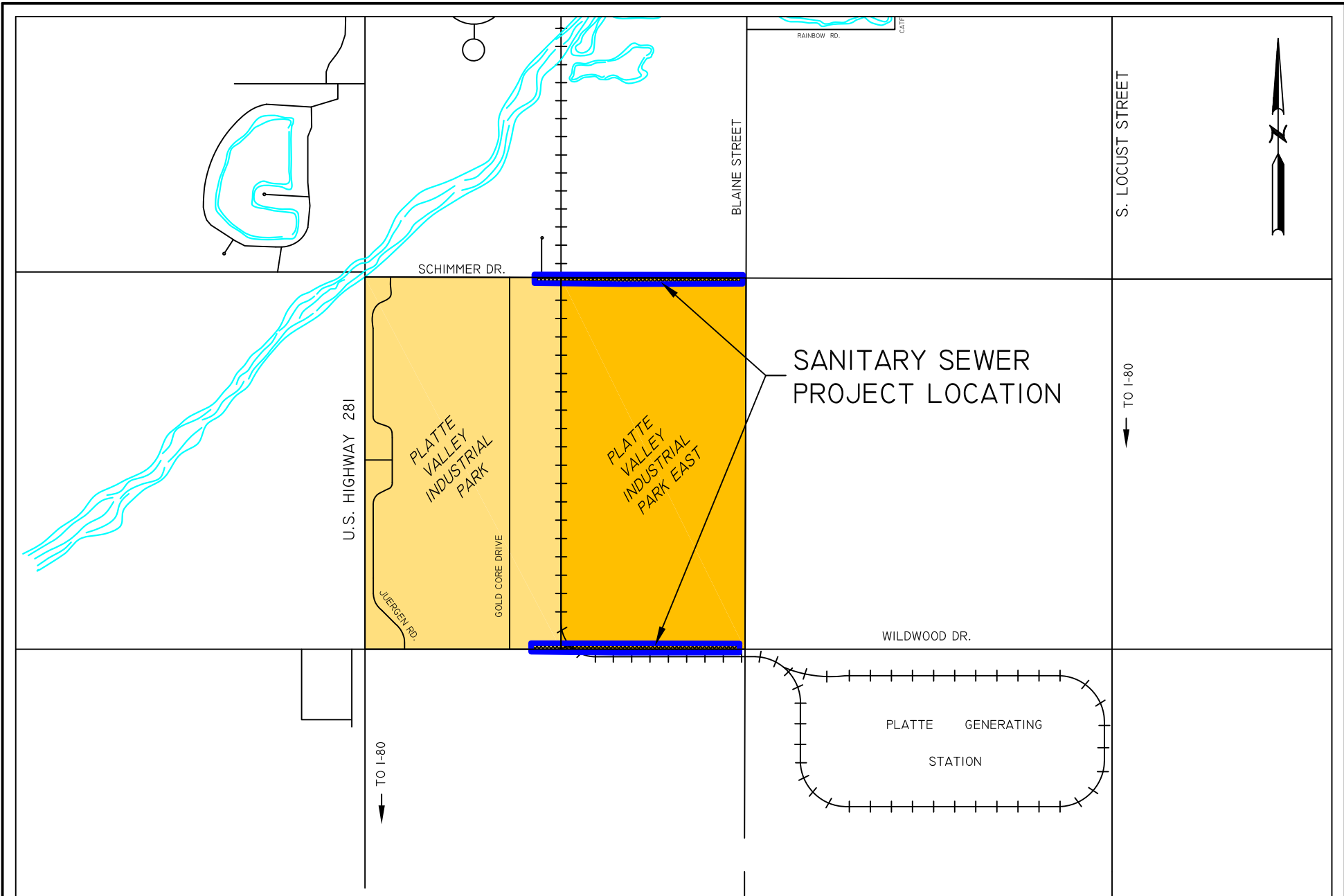
NO.	DESCRIPTION	APVR	N
NO.	REVISION	BY	APVD
DSGN	DR	CHK	APVD
DATE	RLS		

CITY OF GRAND ISLAND
PUBLIC WORKS DIVISION
100 EAST 1ST STREET, GRAND ISLAND, NE 68801

CIVIL
EXHIBIT "A" SANITARY SEWER ASSESSMENT
PLATTE VALLEY INDUSTRIAL PARK - EAST

VERIFY SCALE
0 1"
BAR IS ONE INCH ON ORIGINAL DRAWING.

DATE	26 DECEMBER 2012
PROJ	26122012
DWG	C-1
SHEET	SHEET - 1



R E S O L U T I O N 2014-BE-7

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Sanitary Sewer District 527T, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district 527T to be the total sum of \$261,468.80; and

Such benefits are equal and uniform; and

According to the equivalent front and area of the respective lots, tracts, and real estate within such Sanitary Sewer District No. 527T, such benefits to abutting property are the sums set opposite the several descriptions as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
<u>Sanitary Sewer District No. 527T</u>		
Blattner Family Trust	Part SW 1/4, SE 1/4, Section 5, T-10-N, R-9-W Platte Valley Industrial Park Third Subdivision	\$ 47,526.22
Grand Island Area Economic Development Corporation	Part SE 1/4, SE 1/4, Section 5, T-10-N, R-9-W Platte Valley Industrial Park Third Subdivision	\$ 53,934.15
Grand Island Area Economic Development Corporation	Part N 1/2, SE 1/4, Section 5, T-10-N, R-9-W Platte Valley Industrial Park Third Subdivision	\$ 53,092.65
Grand Island Area Economic Development Corporation	Part W 1/2, NE 1/4, Section 5, T-10-N, R-9-W Platte Valley Industrial Park Third Subdivision	\$ 53,809.19
Grand Island Area Economic Development Corporation	Part E 1/2, NE 1/4, Section 5, T-10-N, R-9-W W 53-1/3 Platte Valley Industrial Park Third Subdivision	\$ 35,330.23
Grand Island Area Economic Development Corporation	Part E 1/2, NE 1/4, Section 5, T-10-N, R-9-W E 26-2/3 Platte Valley Industrial Park Third Subdivision	\$ 17,776.35
TOTAL		\$261,468.80

BE IT FURTHER RESOLVED that the special benefits as determined by this resolution shall not be levied as special assessments but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6,103, R.R.S. 1943. A connection fee in the amount of the above benefit accruing to each property in the district shall be paid to the City of Grand Island at the time such property becomes connected to the sanitary sewer main. No property benefited as determined by this resolution shall be connected to the sanitary sewer main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

- - -

Approved as to Form ✕ _____ September 19, 2014 ✕ City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, September 23, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 23, 2014

Council Session

Item E-1

Public Hearing on Request to Rezone Property Located at 3180 US Hwy 34 from RO Residential Office to B2 General Business

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: September 23, 2014

Subject: To Rezone Properties from RO Residential Office to B2 General Business Zone

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

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

Background

A request to change the zoning for a tract of land in the SW ¼ of the SW ¼ of 29-11-09 from RO - Residential Office Zone to B2 - General Business Zone. The subject property is located west of Tech Drive and north of U.S. Highway 34. Portions of this property adjacent to U.S. Highway 281 were rezoned to B2 in 2007.

The proposed rezoning is consistent with the comprehensive plan. The primary purpose for this request is to place College Park as it exists today into a zoning district that is consistent with the intensity of use and that will allow them the freedom to advertise their products and services in a manner consistent with a commercial zoning district. The proposed change will have little to no impact on adjacent residential properties to the north.

Discussion

At the regular meeting of the Regional Planning Commission, held September 3, 2014 the above item was considered following a public hearing.

O'Neill opened the Public Hearing.

Nabity explained the rezone request.

O'Neill closed the Public Hearing.

A motion was made by Bredthauer to approve the rezone. Motion was seconded by Connelly to approve the rezone from RO – Residential Office to B2 – General Business Zone.

A roll call vote was taken and the motion passed with 8 members present and 7 voting in favor (Ruge, Hayes, Reynolds, Heckman, Huisman, Bredthauer and Connelly) and one member voting against (O'Neill).

The memo sent to the planning commission with staff recommendation is attached for review by Council.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the ordinance and development plan as presented.

Agenda Item 5

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

August 20, 2014

SUBJECT: *Rezoning Request C-19-2014GI*

PROPOSAL: To change the zoning for a tract of land in the SW ¼ of the SW ¼ of 29-11-09 from RO - Residential Office Zone to B2 - General Business Zone. The subject property is located west of Tech Drive and north of U.S. Highway 34. Portions of this property adjacent to U.S. Highway 281 were rezoned to B2 in 2007.

OVERVIEW:

Site Analysis

Current zoning designation: RO-Residential Office Zone
Permitted and conditional uses: RO: Residential and Professional Office uses
Comprehensive Plan Designation: Commercial
Existing land uses: College Park and Agriculture
Site constraints: none

Adjacent Properties Analysis

Current zoning designations: **North:** RO-Residential Office, R3 Medium Density Residential
South: B1-Light Business,
East: RO-Residential Office
West: B2-General Business

Permitted and conditional uses: RO: Residential and Professional Office uses. Retail uses limited to prescription services. No Billboards
B2: General Service, retail and wholesale commercial uses including outdoor sales, Billboards
B1: General Service, retail and commercial uses excluding outdoor sales, Billboards

Comprehensive Plan Designation: **North:** Commercial/Medium Density Residential
South: Commercial
East: Public

Existing land uses:

West: Commercial

North: Farm ground, Housing

South: Stuhr Museum

East: Central Community College

West: Agricultural Property, U.S. Highway
281

EVALUATION:

The proposed rezoning is consistent with the comprehensive plan. The primary purpose for this request is to place College Park as it exists today into a zoning district that is consistent with the intensity of use and that will allow them the freedom to advertise their products and services in a manner consistent with a commercial zoning district. The proposed change will have little to no impact on adjacent residential properties to the north.

Positive Implications:

- *Consistent with intent of the City's Comprehensive Plan:* The City's 2004 Comprehensive Plan has designated this site for Commercial uses. Rezoning this property to B2-General Business District is consistent with the Comprehensive Plan
- *Compatible with adjacent land uses:* The B2 zone is consistent with the current zoning on surrounding properties.

Negative Implications:

- *No negative implications foreseen.*

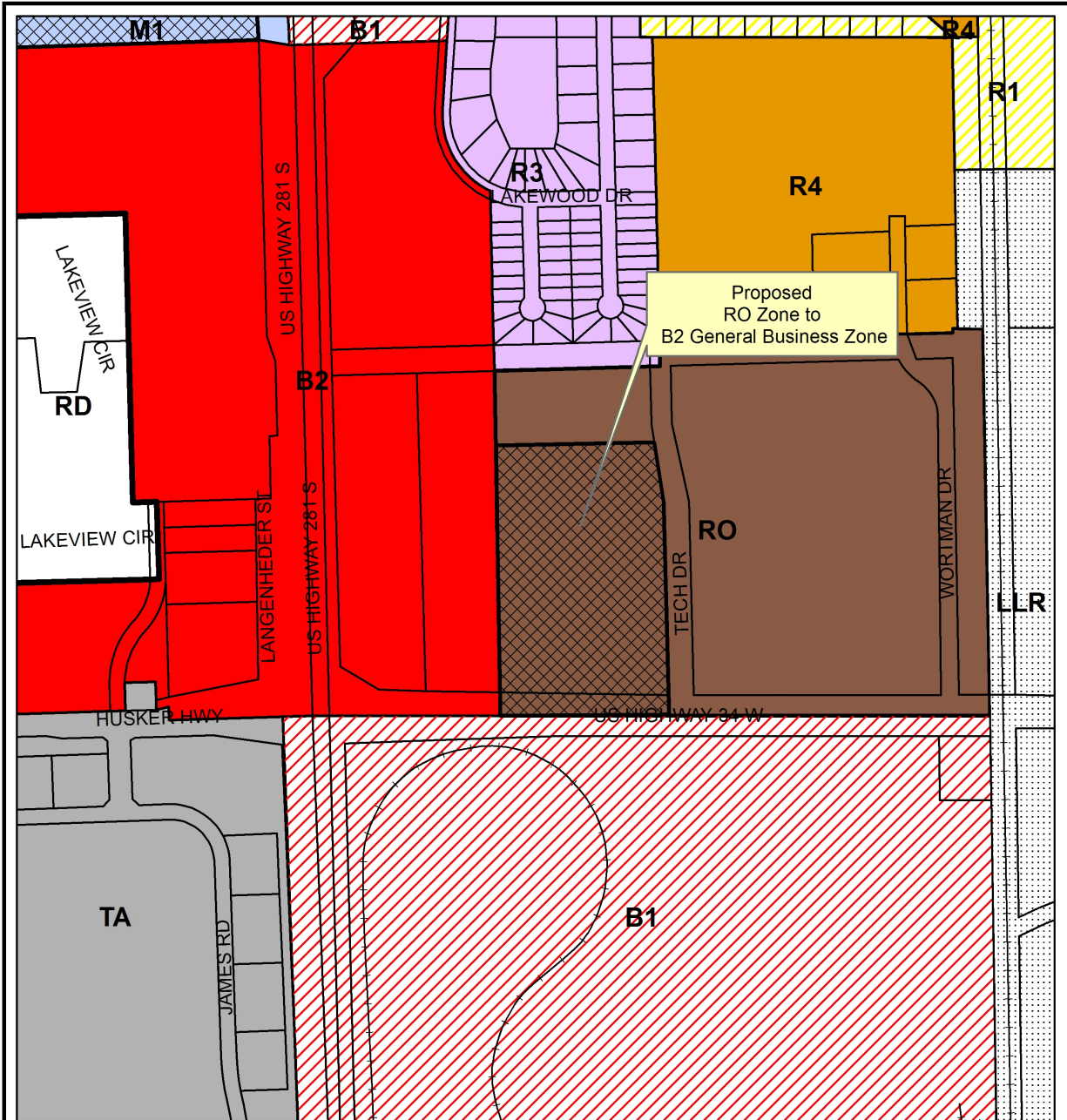
Other Implications:

- *B2 Zone allows additional signage on site.* The B2 zone allows more signage than is permitted in the RO zoning district. The number and diversity of uses present and planned for College Park demand additional signage that would exceed the limitations of the RO zoning district.

RECOMMENDATION:

That the Regional Planning Commission recommends that the Grand Island City Council **approve** this request to amend the rezoning from RO Residential Office to B2 General Business as presented.

_____ Chad Nabity AICP, Planning Director



Requested Zoning

- From RO : Residential Office Zone
- to B2 : General Business Zone



Scale : NONE
C-19-2014GI



APPLICATION FOR REZONING OR ZONING ORDINANCE CHANGE

Regional Planning Commission

Check Appropriate Location:

- City of Grand Island and 2 mile zoning jurisdiction
 Alda, Cairo, Doniphan, Wood River and 1 mile zoning jurisdiction
 Hall County

RPC Filing Fee _____

(see reverse side)

plus Municipal Fee* \$50.00

*applicable only in Alda, Doniphan, Wood River

A. Applicant/Registered Owner Information (please print):

Applicant Name Venus King Phone (h) 308-850-0684(w) 308-398-7275

Applicant Address 3416 Graham Ave Grand Island NE 68803

Registered Property Owner (if different from applicant) College Park at Grand Island

Address 3180 W. US Hwy 34 - 68801 Phone (h) _____ (w) 308-398-7275

B. Description of Land Subject of a Requested Zoning Change:

Property Address 3180 W US Hwy 34 Grand Island NE 68801

Legal Description: (provide copy of deed description of property)

Lot Block _____ Subdivision Name _____, and/or

All/part 1/4 of Section _____ Twp _____ Rge _____ W6PM

See attached

C. Requested Zoning Change:

1. Property Rezoning (yes) (no)
(provide a properly scaled map of property to be rezoned)

From _____ to _____

2. Amendment to Specific Section/Text of Zoning Ordinance (yes) (no)
(describe nature of requested change to text of Zoning Ordinance)

Request to rezone College Park at Grand Island from
RD to commercial.

D. Reasons in Support of Requested Rezoning or Zoning Ordinance Change:

College Park would like to put up additional signage outside
which would require a commercial zoning classification.

NOTE: This application shall not be deemed complete unless the following is provided:

- Evidence that proper filing fee has been submitted.
- A properly scaled map of the property to be rezoned (if applicable), and copy of deed description.
- The names, addresses and locations of all property owners immediately adjacent to, or within, 300 feet of the perimeter of the property to be rezoned (if the property is bounded by a street, the 300 feet shall begin across the street from the property to be rezoned).
- Acknowledgement that the undersigned is/are the owner(s), or person authorized by the owner(s) of record title of any property which is requested to be rezoned:

A public hearing will be held for this request

Signature of Owner or Authorized Person Venus King Date 8/13/2014

Note: Please submit a copy of this application, all attachments plus any applicable municipal filing fee to the appropriate Municipal Clerk's Office. RPC filing fee must be submitted separately to the Hall County Treasurer's Office (unless application is in Grand Island or its 2 mile zoning jurisdiction, then the RPC filing fee must be submitted to the G.I. City Clerk's Office).

Application Deemed Complete by RPC: mo. _____ day. _____ yr. _____ Initial _____

RPC form revised 4/30/07

REGIONAL PLANNING COMMISSION FEES AND CHARGES: Effective October 1, 2013

Service or Product	Fee
Zoning Map Amendment (General)	\$800.00
Zoning Ordinance Text Amendment	\$800.00
CD or RD Comprehensive Rezoning (Grand Island \$ 2 mile)	\$800.00
P.U.D. Rezoning (4 lots or less) (Hall County)	\$800.00 + \$10.00/lot
(5 lots or more) (Hall County)	

Payment of Fees and Charges:

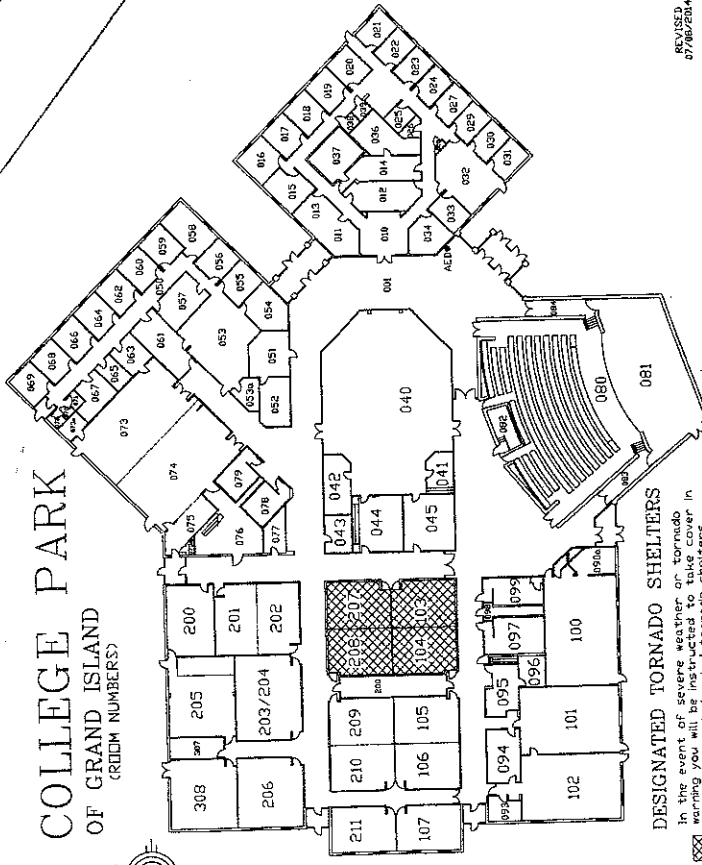
Zoning, Subdivision and Comprehensive plan amendment fees associated with land located within Grand Island or its 2 mile jurisdiction, are **payable to the City Clerk of Grand Island.**

Zoning, Subdivision and Comprehensive plan amendment fees associated with lands located within all other areas of Hall County are **payable to the Hall County Treasurer's Office.**

*Additional fees are charged for zoning within the City of Wood River, and the Villages of Alda and Doniphan of \$50.00 each, **payable to the appropriate Clerk's office.**

TECH DRIVE

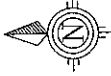
REVISED
07/06/2014



COLLEGE PARK
OF GRAND ISLAND
(ROOM NUMBERS)

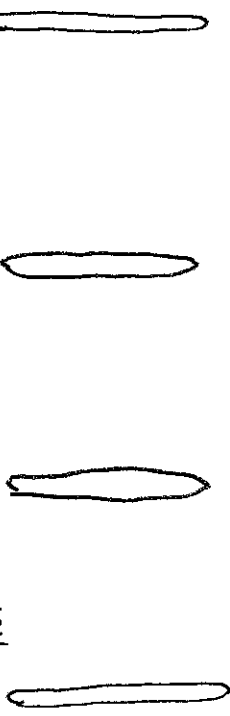
DESIGNATED TORNADO SHELTERS

In the event of severe weather or tornado warning you will be instructed to take cover in one of these designated rooms. You will also be notified when the warning has expired.



NOT TO SCALE!

NORTH EDGE OF PARKING LOT



NEW ZONING
TO HERE

11/14/14 24

*For whole property
Not just area*

WHEREAS, College Park has constructed and owns a Center for Higher Education in Grand Island, Nebraska located on the following-described real property:

A tract of land comprising a part of the Southwest Quarter of the Southwest Quarter (SW1/4SW1/4) of Section Twenty-Nine (29), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. in Grand Island, Hall County, Nebraska, more particularly described as follows:

Beginning at a point on the east line of said Southwest Quarter of the Southwest Quarter (SW1/4SW1/4), said point being Seventy-Nine and Three Tenths (79.3) feet north of the southeast corner of said Southwest Quarter of the Southwest Quarter (SW1/4SW1/4), also being a point of the northerly right-of-way line of Husker Highway and the westerly line of Tech Drive; thence northerly on an assumed bearing of N 00° 16' 02" E along the east line of said Southwest Quarter of the Southwest Quarter (SW1/4SW1/4), and the westerly line of said Tech Drive, a distance of Seven Hundred Fifty (750.0) feet; then N 07° 16' 09" W along the westerly line of said Tech Drive, a distance of Three Hundred Five and Eighty-Nine Hundredths (305.89) feet; thence N 00° 16' 02" E along the westerly line of said Tech Drive, a distance of Two Hundred Twenty-Five and Fifty-Three Hundredths (225.53) feet to the north line of said Southwest Quarter of the Southwest Quarter (SW1/4SW1/4); thence Due West along the north line of said Southwest Quarter of the Southwest Quarter (SW1/4SW1/4), a distance of One Thousand Two Hundred Forty and Twenty-Four Hundredths (1,240.24) feet to the easterly right-of-way line of U.S. Highway No. 281; thence Due South along the easterly line of said Highway No. 281, a distance of One Thousand One Hundred Thirty-Four and Sixty-Seven Hundredths (1,134.67) feet; thence S 58° 11' 47" E along the northeasterly line of said Highway No. 281, a distance of One Hundred Seventy-One and Four Tenths (171.4) feet; thence S 86° 41' 59" E along the northerly right-of-way line of said Husker Highway, a distance of Five Hundred Thirty and Two Tenths (530.2) feet; thence S 86° 20' 19" E along the northerly line of said Husker Highway, a distance of One Hundred Seventy and One Tenth (170.1) feet; thence S 88° 20' 16" E along the northerly line of said Husker Highway, a distance of Four Hundred Twenty-Nine and Six Tenths (429.6) feet to the place of beginning.

(hereinafter referred to as "the real property").

August 20, 2014

Dear Members of the Board:

RE: Rezoning – A request to rezone the properties from RO Residential Office to B2 General Business Zone in the City of Grand Island, Hall County, Nebraska.

For reasons of Section 19-923 Revised Statutes of Nebraska, as amended, there is herewith submitted a rezone request to the Grand Island Zoning Map from RO Residential Office to B2 General Business Zone. As shown on the enclosed map.

You are hereby notified that the Regional Planning Commission will consider this zoning change at the next meeting that will be held at 6:00 p.m. on September 3, 2014 in the Council Chambers located in Grand Island's City Hall.

Sincerely,

Chad Nability, AICP
Planning Director

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

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



City of Grand Island

Tuesday, September 23, 2014

Council Session

Item E-2

**Public Hearing on Request to Rezone Property Located at 3420
West State Street from CD Commercial Development to Amended
Commercial Development**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: September 23, 2014

Subject: To Rezone Properties from CD Commercial Development to Amended Commercial Development Zone

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

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

Background

Concerning change of zoning for property located described as Lot 1 Grand Island Mall 12th, also known as 3416, 3420, 3430 and 3436 W State Street, Grand Island NE, from CD Commercial Development to Amended CD Commercial Development Zone.

This proposed development would create 2 additional lots within the development one on the north side of the existing building and one in the southwest corner. Only one new building is proposed as the development plan for Grand Island Mall 12th subdivision called for a second building north of the main building. The new building is on the small pad lot in the southwest corner of the development. No new access drives are being requested or would be approved with this plan. The CD Zone allows for up to 30% of the property to be covered with buildings. The proposed coverage within this development at full development as shown is 22.67%, well below the maximum coverage.

Discussion

At the regular meeting of the Regional Planning Commission held September 3, 2014 the above item was considered following a public hearing.

O'Neill opened the Public Hearing.

Naby explained the rezone request.

O'Neill closed the Public Hearing.

A motion was made by Ruge and to approve the rezone, motion was seconded by Bredthauer to approve the rezone from CD – Commercial Development Zone to Amended CD – Commercial Development Zone.

A roll call vote was taken and the motion passed with 8 members present and voting in favor (O’Neill, Ruge, Hayes, Reynolds, Heckman, Huisman, Bredthauer and Connelly) and no one voting against.

The memo sent to the planning commission with staff recommendation is attached for review by Council.

Alternatives

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

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

Recommendation

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

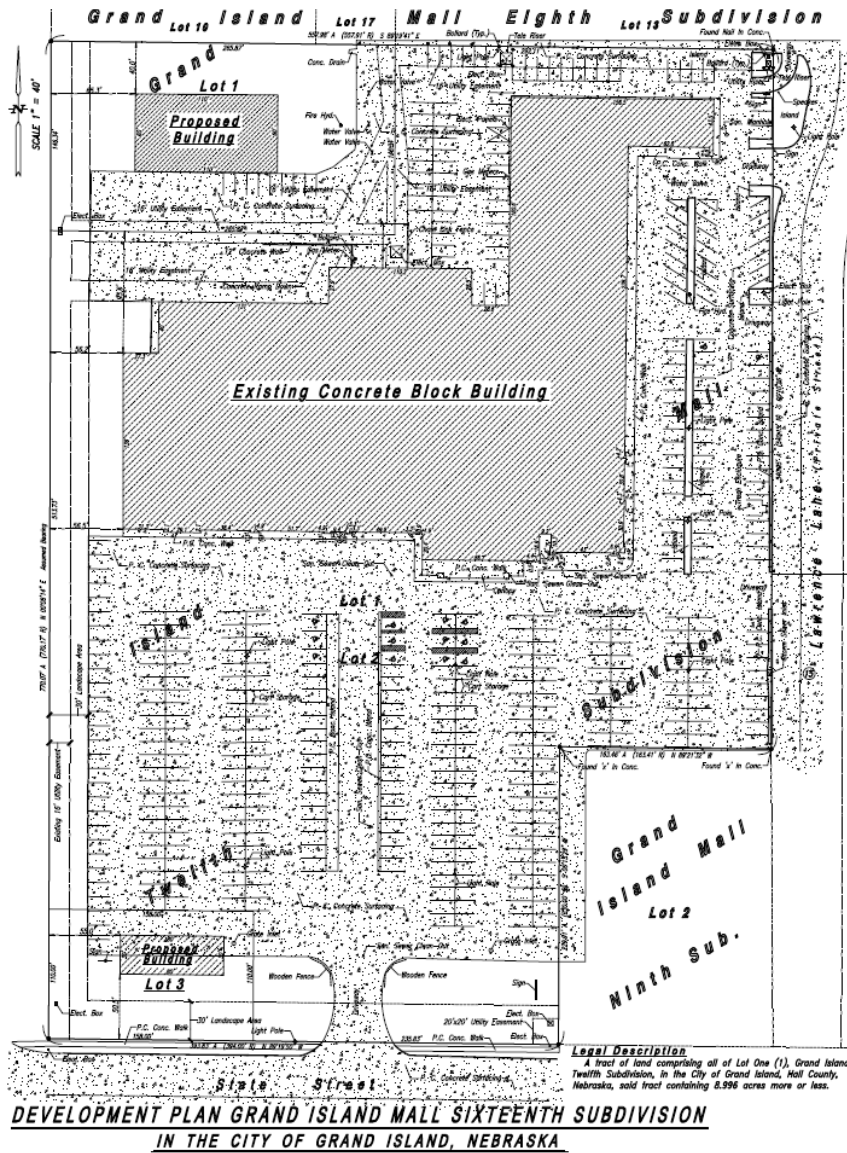
Sample Motion

Move to approve the ordinance and development plan as presented.

Agenda Item 4

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:
August 19, 2013

SUBJECT: Concerning change of zoning for property located described as Lot 1 Grand Island Mall 12th, also known as 3416, 3420, 3430 and 3436 W State Street, Grand Island NE, from CD Commercial Development to Amended CD Commercial Development Zone. (C-18-2014GI)



PROPOSAL: This proposed development would create 2 additional lots within the development one on the north side of the existing building and one in the southwest corner. Only one new building is proposed as the development plan for Grand Island Mall 12th subdivision called for a second building north of the

main building. The new building is on the small pad lot in the southwest corner of the development. No new access drives are being requested or would be approved with this plan. The CD Zone allows for up to 30% of the property to be covered with buildings. The proposed coverage within this development at full development as shown is 22.67%, well below the maximum coverage.

OVERVIEW:

Site Analysis

Current zoning designation: CD-Commercial Development Zone.
Permitted and conditional uses: Commercial, Office and Retail Uses
Comprehensive Plan Designation: Commercial development
Existing land uses. Retail development and vacant property

Adjacent Properties Analysis

Current zoning designations: **East, and North** CD Commercial Development Zone
South: B1- Light Business
West: B2 General Business

Permitted and conditional uses: CD – Commercial, office and retail uses as permitted and built according to the approved development plan. B2- Commercial, office, retail and service uses along with residential uses up to a density of 43 units per acre. B1 limited commercial, office, and interior retail to support the immediate neighborhood and residential uses up to a density of 43 units per acre.

Comprehensive Plan Designation: **North, South, East and West:** Designated for commercial development and uses.

Existing land uses: **North:** Shopko and vacant Grand Island Mall Property
East: Credit Union and Detention Cell
West: U.S. Highway 281 and Commercial Uses
South: Commercial Development

EVALUATION:

Positive Implications:

- *Consistent with the City's Comprehensive Land Use Plan:* The subject property is designated for commercial development.
- *Is infill development.* This development is using property that is within the existing functional and legal boundaries of the City of Grand Island.

- *Accessible to Existing Municipal Infrastructure:* Water and sewer services are available to service the area.
- *Monetary Benefit to Applicant:* Would allow the applicant to further develop this site.

Negative Implications:

- *None foreseen*

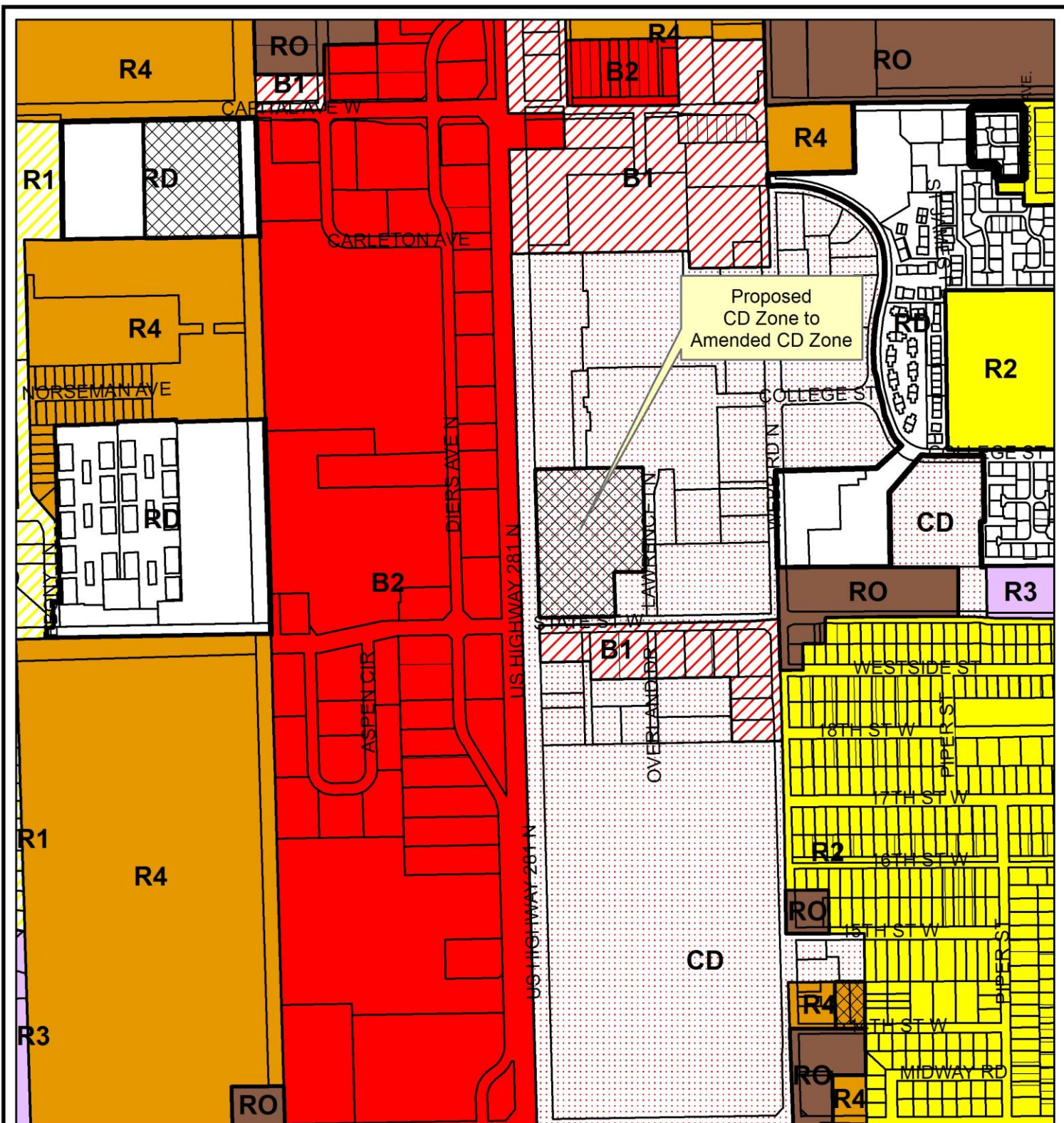
Other Considerations

Commercial development zones allow up to 30% of the property within the CD zone to be covered with buildings. The proposed plan covers 100,158 square feet of a combined 441,858 square feet for the three proposed lots. They could cover up to 132,557 square feet.

RECOMMENDATION:

That the Regional Planning Commission recommend that the Grand Island City Council approve the amended CD zoning district and final development plan as shown.

_____ Chad Nability AICP, Planning Director




Requested Zoning



Scale : NONE

C-18-2014GI



-  From CD : Commercial Development Zone
-  to Amended CD : Commercial Development Zone

APPLICATION FOR REZONING OR ZONING ORDINANCE CHANGE

Regional Planning Commission

Check Appropriate Location:

- City of Grand Island and 2 mile zoning jurisdiction
 Alda, Cairo, Doniphan, Wood River and 1 mile zoning jurisdiction
 Hall County

RPC Filing Fee \$800.00

(see reverse side)

plus Municipal Fee* \$50.00

*applicable only in Alda, Doniphan, Wood River

A. Applicant/Registered Owner Information (please print):

Applicant Name Kelly Raftery Phone (h) (308) 383-4995 (w) _____

Applicant Address 717 West Anna St. Grand Island, Ne. 68801

Registered Property Owner (if different from applicant) EIG Grand Island LLC Robert Sutton, CIO

Address 111E Wayne Suite 800, Fort Wayne IN 46802 Phone h) _____ (w) _____

B. Description of Land Subject of a Requested Zoning Change:

Property Address 3420 West State St., Grand Island, Ne

Legal Description: (provide copy of deed description of property)

Lot 1 Block _____ Subdivision Name Grand Island Mall Twelfth Subdivision, and/or

All/part _____ ¼ of Section _____ Twp _____ Rge _____ W6PM

C. Requested Zoning Change:

1. Property Rezoning (yes x) (no _____)
(provide a properly scaled map of property to be rezoned)

From Commercial Development to Amended Commercial Development

2. Amendment to Specific Section/Text of Zoning Ordinance (yes _____) (no X)
(describe nature of requested change to text of Zoning Ordinance)

D. Reasons in Support of Requested Rezoning or Zoning Ordinance Change:

To Add An Additional Building To The Property

NOTE: This application shall not be deemed complete unless the following is provided:

- Evidence that proper filing fee has been submitted.
- A properly scaled map of the property to be rezoned (if applicable), and copy of deed description.
- The names, addresses and locations of all property owners immediately adjacent to, or within, 300 feet of the perimeter of the property to be rezoned (if the property is bounded by a street, the 300 feet shall begin across the street from the property to be rezoned).
- Acknowledgement that the undersigned is/are the owner(s), or person authorized by the owner(s) of record title of any property which is requested to be rezoned:

A public hearing will be held for this request

Signature of Owner or Authorized Person _____

Date 7-30-14

Note: Please submit a copy of this application, all attachments plus any applicable municipal filing fee to the appropriate Municipal Clerk's Office. RPC filing fee must be submitted separately to the Hall County Treasurer's Office (unless application is in Grand Island or its 2 mile zoning jurisdiction, then the RPC filing fee must be submitted to the G.I. City Clerk's Office).

Application Deemed Complete by RPC: mo. _____ day. _____ yr. _____ Initial _____

RPC form revised 4/30/07

August 20, 2014

Dear Members of the Board:

RE: Rezoning – A request to rezone the properties from CD Commercial Development to Amended Commercial Development in the City of Grand Island, Hall County, Nebraska.

For reasons of Section 19-923 Revised Statutes of Nebraska, as amended, there is herewith submitted a rezone request to the Grand Island Zoning Map from CD Commercial Development to Amended Commercial Development Zone. As shown on the enclosed map.

You are hereby notified that the Regional Planning Commission will consider this zoning change at the next meeting that will be held at 6:00 p.m. on September 3, 2014 in the Council Chambers located in Grand Island's City Hall.

Sincerely,

Chad Nabity, AICP
Planning Director

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

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



City of Grand Island

Tuesday, September 23, 2014

Council Session

Item E-3

Public Hearing on Amendment to the Grand Island Comprehensive Plan for the Addition of an Energy Element

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: September 23, 2014

Subject: Amendment to the Grand Island Comprehensive Plan:
Addition of an Energy Element

Item #'s: E-3 & I-1

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

Background

All communities and counties in Nebraska, with the exception of villages, in Nebraska are required to have an energy element in their comprehensive development plan (if they have one) by January 1, 2015. This requirement is as a result of LB 997 passed by the Nebraska Unicameral and signed by the Governor in 2010.

Discussion

At the regular meeting of the Regional Planning Commission, held September 3, 2014, the above item was considered following a public hearing. Attached is the energy element for Grand Island as recommended for approval.

A motion was made Reynolds and seconded by Ruge to **approve** and recommend that City Council **approve** an amendment to the Grand Island Comprehensive Plan, for the Addition of Energy Elements.

A roll call vote was taken and the motion passed with 8 members present (O'Neill, Ruge, Hayes, Reynolds, Heckman, Huismann, Bredthauer and Connelly) voting in favor and no members voting against.

The memo sent to the planning commission with staff recommendation is attached for review by Council.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the resolution and plan amendment as presented.

Agenda Item 6-8

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

August 20, 2014

SUBJECT:

Amendments to the Comprehensive Development Plans for Grand Island, Wood River and Hall County (C-23-2013WR, C-24-2013HC and C-25-2013GI)

PROPOSAL:

All communities and counties in Nebraska, with the exception of villages, in Nebraska are required to have an energy element in their comprehensive development plan (if they have one) by January 1, 2015. This requirement is as a result of LB 997 passed by the Nebraska Unicameral and signed by the Governor in 2010. Attached are energy elements for Grand Island, Wood River and Hall County Comprehensive plans

OVERVIEW:

At the end of the budget year last year the Planning Department sought quotes from various planning consultants to provide draft Energy elements for the cities of Grand Island and Wood River and for Hall County. These elements must be adopted prior to January 1, 2015. Marvin Planning Consultants was selected for the project by the Hall County Regional Planning Commission after quotes for the project were requested from area consulting firms. Keith Marvin, AICP has written numerous energy elements for comprehensive plans since the legislation passed in 2010 and presented at the Nebraska Planning Conference on this topic.

Grand Island Utilities, Wood River Utilities and Southern Public Power were all contacted for information regarding these plans. Attempts were made to get information from the providers of natural gas but that information was not available.

The intent of the energy element requirement is to get communities to look at their energy usage and determine appropriate ways to maximize the efficiency of their energy use in public facilities and with public equipment and to provide information to private entities for those same purposes. Much of the information necessary to create a complete picture is not readily available publicly or in a format that can be confined to the geographic boundaries of a city or county.

These elements were presented to the Planning Commission for review and comment at the June 2014 meeting.

The action tonight includes a public hearing and recommendation regarding the proposed amendments.. After recommendation by the Planning Commission the energy elements will be forwarded to the Grand Island City Council, Wood River City

Council and Hall County Board for their consideration and approval. It is expected that these should be adopted no later than October 1, 2014, well before the January 1, 2015 deadline.

RECOMMENDATION:

Recommend approval of the attached energy elements as presented.

_____ Chad Nabity AICP, Planning Director

ENERGY ELEMENT



Energy Element

Energy usage in the early 21st Century is becoming a critical issue throughout Nebraska as well as the entire United States. Our dependency on energy sources that are not renewable has increased significantly over the past 100 years. Energy usage comes in several forms, such as:

- Lighting our homes and businesses
- Heating our homes and businesses
- Heating our water for homes and businesses
- Food preparation
- Transportation – both personal and business related
- Recreation and Entertainment – vehicular, computers, music, etc.

The 21st Century ushered in an increased concern for energy usage and its impacts on the environment. With the increased concern for the environment came an increased understanding of the carbon footprint generated by any one individual as well as striving towards modifying our behavior patterns in order to lessen that footprint. In addition, the phrase and concept of sustainability has become more widely used, even in the smaller communities of Nebraska and United States.

Energy and the issues connected to the different sources are becoming more critical every year. The need for the Energy Element in the Grand Island Comprehensive Development Plan was established by the Nebraska Unicameral and Governor when LB997 was passed and signed during the 2010 legislative session. All communities and counties, with the exception of villages, in Nebraska are required to have an energy element in their comprehensive development plan (if they have one) by January 1 of 2015. This additional requirement forces communities to look at their energy usage and needs and plan that into the future development of the community. This makes the comprehensive development plan more comprehensive and therefore more meaningful. The passage of LB 997 appears to be a first step toward new comprehensive plans addressing the entire issue of Sustainability.

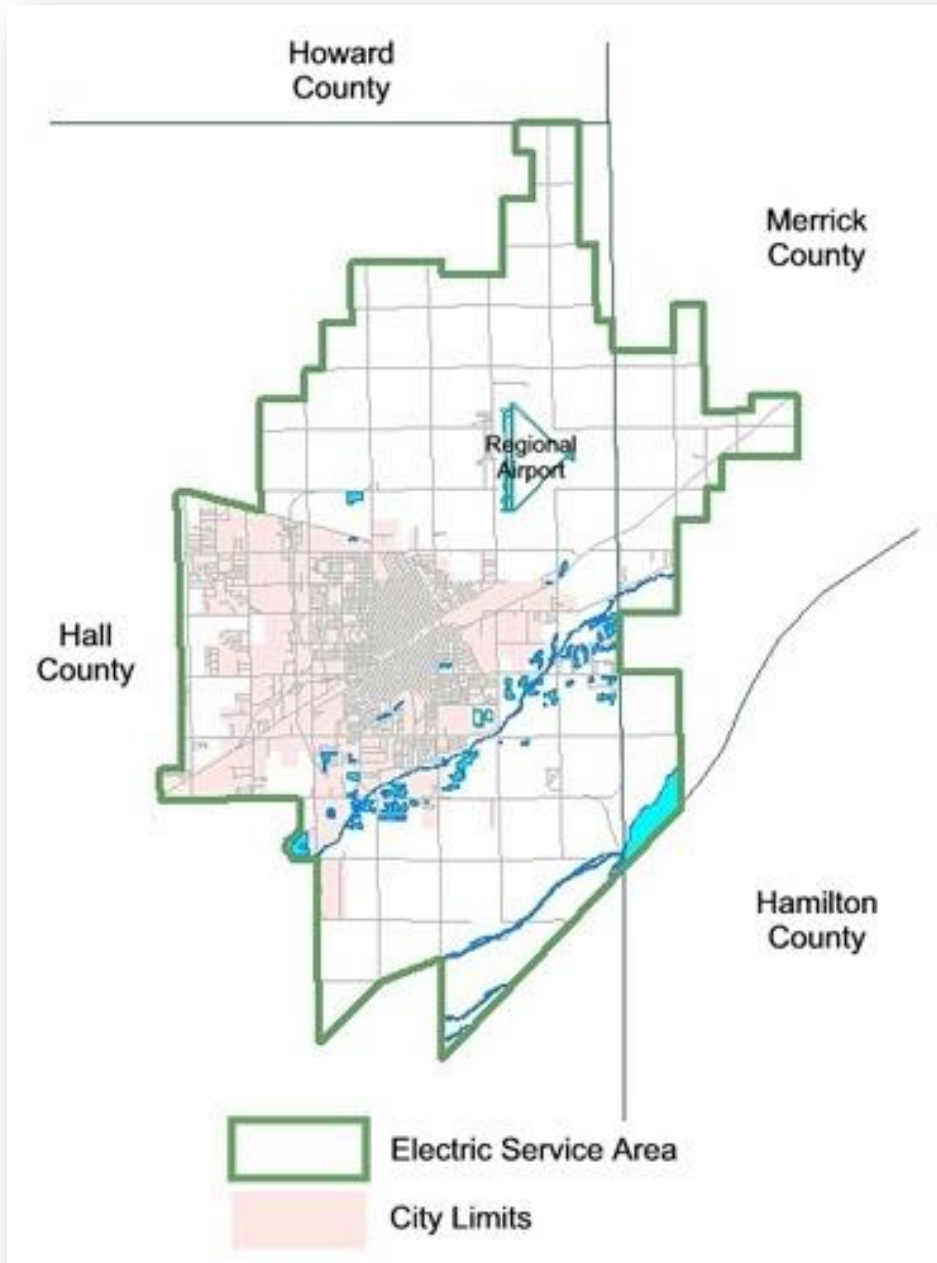
Sustainability

Sustainability, in today's discussions, has a number of meanings. According to Webster's Third International Dictionary, the verb "sustain" is defined as "to cause to continue...to keep up especially without interruption, diminution or flagging". However, the Brundtland Commission Report in 1987,¹ described sustainability as "...development that meets the needs of the present without compromising the ability of future generations to meet their own needs". In other words, sustainability is the ability of the present generation to live without jeopardizing the ability of future generations to sustain life as we know it today.

Our world's ability to stabilize and begin to make the switch to cleaner and more renewable resources will aid future generations with their quality of life. The more renewable energy sources become the norm for our world, the more likely these sources will be second nature and common place in the future.

Americans have grown to rely heavily on electricity. However, state and federal policies have been increasingly more insistent on curbing this reliance; especially, those sources that are produced by non-renewable fossil fuels such as oil and coal. Federal policy has set a goal that 20% of all electricity, by 2030, in the United States be from renewable sources. Renewable sources would include solar, wind, water, geothermal and any number of other sources that have not yet been discovered or brought to production levels.

Figure 1
Grand Island Electric Service Area



Source: <http://www.grand-island.com/index.aspx?page=214>

Energy infrastructure

Electrical Power

Electrical power in Grand Island is supplied by Grand Island Utilities. Grand Island supplements their local generation by wholesale purchases from the Western Area Power Administration, the Nebraska Municipal Power Pool (MEAN), NPPD, and others through a contract with the Southwest Power Pool.

Electrical Distribution

Overhead Division

The Grand Island Utilities Department consists of seven divisions. One of these divisions is the Overhead Division. This division is responsible for the maintenance of existing overhead lines and construction of new overhead lines. All electricity delivered to our customers travels through overhead lines through at least part of its journey to homes and/or businesses.

To get electricity to our customers we generate power at one of our power plants. The power from these plants are delivered to customers via overhead power lines. Electrical power that is delivered to our customer travels via a complex path of distribution Substations, Overhead lines, Circuit Breakers, Transformers, Capacitors, Switches, Underground lines and Meters. Most of our customers are connected to power via overhead lines while newer installations are connected via underground lines.

The Grand Island Utilities Department has an on-going program to update and maintain its power distribution system. The primary distribution system voltage is 13,800 volts. The system has been upgraded over the years to increase dependability and to be able to provide a more stable supply of electricity to our customers. Included in the system upgrades were consideration for ice storms, wind storms and lightning, as well as public safety and environmental concerns. A well-engineered, heavy duty distribution system that can withstand destructive weather and yet meet the needs of a growing community using increasing amounts of electricity is a priority for us.

The Grand Island Utilities Overhead Division is responsible for 410.53 miles of overhead power lines in the service area. This system includes a total of 4,127 transformers.

Underground Division

The Underground Division of the Grand Island Utilities Department is responsible for the maintenance of existing underground power lines and the construction of new underground power lines. Almost all new services are installed underground. This includes services to both residential and commercial.

As part of the Grand Island Utilities Department's on-going efforts to update its system and increase its dependability and safety, some of the older distribution systems are being replaced with updated underground distribution systems. The City is replacing the older overhead lines with new underground lines as time allows. This is being done to improve the appearance of the area as well as improve safety and reliability to customers in the downtown business district.

The Grand Island Utilities Underground Division is responsible for 154.26 miles of underground power lines in the service area. This system includes a total of 2,301 transformers.

Source: (<http://www.grand-island.com/>)

Electrical Generation

C.W. Burdick Station

The C.W. Burdick Station is Grand Island's second power generating facility. It was named after Clarence W. Burdick, who was commissioner of the Grand Island Water, Light & Ice Dept. from October 6th, 1920 to November 30th, 1960. Mr. Burdick was a very progressive yet conservative director of utilities. He realized the importance of adequate and dependable supplies of electricity and water. Burdick Station became the central location where Grand Island's electricity was generated and distributed from 1956 to 1981. Burdick Station also became the central control center for the pumping and



quality control of Grand Island's domestic water supply.

Today Burdick Station is used primarily as a standby power generating facility and continues to be the central control center for Grand Island's domestic water supply. Burdick Station frequently produces power in the summer months as Nebraska's heat and humidity increases the demand for electricity above what Platte Generating Station (PGS) can supply. PGS serves the Grand Island service area as its primary power generator, as PGS uses abundant, inexpensive, low sulfur coal, and Burdick burns expensive natural gas and No. 6 fuel oil. Burdick Station has three combustion turbine units that use natural gas to operate. Generation from Burdick steam units for 2013 were 445,300 MWh while the generation from the combustion turbines was 863,210 MWh

Metered Rates Per Month	Unit No. 1	Unit No. 2	Unit No. 3	Gas Turbine No. 1	Gas Turbine No. 2	Gas Turbine No. 3
Year placed in service	1957	1963	1972	1968	2003	2003
Rated generation	16.5 mw	22 mw	54 mw	15 mw	40 mw	40 mw
Fuel	Nat. gas / No. 6 fuel oil	Nat. gas / No. 6 fuel oil	Nat. gas / No. 6 fuel oil	Nat. gas / No. 2 fuel oil	Nat. gas / No. 2 fuel oil	Nat. gas / No. 2 fuel oil
Make of turbine	Allis/Chalmers	Allis/Chalmers	General Electric	General Electric	General Electric	General Electric

Source: Grand Island Utilities

The C.W. Burdick Station will serve the citizens of Grand Island into the foreseeable future as continued maintenance and upgrades to systems at the plant are planned. New digital control systems that help maximize power production efficiency and monitor plant emissions have been installed for Unit No. 3 and gas turbine No. 1, and control upgrades have been made to Units No. 1 and No. 2.

Platte Generating Station Location

Platte Generating Station is located in Grand Island at the corner of Wildwood Drive and South Locust Street. From Interstate 80, exit 314, travel north on Locust Street for two miles. At Wildwood Drive, turn west and travel 1/2 miles to the main entrance. Platte Generating Station is open to the public by appointment only during our regular business hours of Monday through Friday (except holidays) from 7 AM to 3 PM. All visitors must check into the office located on the north side of main building (plant) immediately upon entering the site.



Anyone planning to enter the plant site after regular business hours should make prior arrangements.

Platte Generating Station (PGS) was commissioned in 1982 and has provided reliable, low-cost electrical power to the community during the ensuing years.

PGS produces electrical power for approximately 60 percent of the national average cost. According to the Utility Data Institute, Platte Generating Station was ranked the 11th lowest-cost electricity producer among 707 power plants nation-wide from 1989 through 1993. PGS is consistently among the top 25 most efficient plants year-to-year. Among Nebraska cities, Grand Island's electrical rates are in the lowest fifth. The City's electrical power rate increased in 1979 and a 15% rate decrease was accomplished in 1989. The last increase was in 2007.

PGS burns approximately 364,600 tons of low-sulfur coal per year to produce about 500,000 megawatts hours.

Efficient and reliable service is attained through the acquisition of low-cost coal, and effective operation and maintenance practices. PGS has a staff of experienced, well-trained employees who have produced an enviable long-term plant operating record. The plant operates and is staffed continuously, including all holidays.

At full capacity, PGS produces 100 megawatts of electrical power which is enough to illuminate one million, 100 watt light bulbs. During most of the year, PGS provides enough power to satisfy customer demand. However, during peak demand periods, additional power is generated at the Burdick Power Station or purchased from other power producers.

Electrical power is generated at PGS in strict compliance with local, state, and federal environmental regulations. In fact, PGS's air emissions remain well below required levels. In order to produce "clean" electrical power, low sulfur coal from Wyoming's Powder River Basin is burned. Low sulfur coal reduces the formation of air pollutants. Additionally, an electrostatic precipitator is used at PGS to remove more than 99 percent of the ash created during the coal combustion process. Since January 1, 1995, a continuous emissions monitor (CEM) has been in service which documents PGS's minute-by-minute compliance with clean air regulations .

Most water used at PGS is ultimately returned to the Platte River, following verification that acceptable water discharge standards have been met. Plant systems are designed for water conservation. For example, steam used in the turbine is condensed back into water and reused, and water used for transporting ash is returned to the plant for re-cycling.



Power Control

F. E. Phelps Control Center

The F. E. Phelps Control Center houses the Grand Island Utilities Departments power and water dispatch center as well as engineering and surveying departments of the Utilities Department. The center is named after past Utilities Director Frank E. Phelps.

The Phelps Control Center is manned 24 hours a day, seven days a week, including holidays. Primary electrical circuits that distribute power throughout Grand Island's

Service Area is monitored and controlled from this location along with power that is sold to other utilities. In the event of a power outage within the Grand Island Utilities Department service area, customers call the Phelps control center to report the outage.

Electrical energy that is used in your home or business follows a complex system starting with an electric power generating plant or "power plant" located in Grand Island and other places here in Nebraska. The power plant sends power to high voltage power lines. These lines are controlled with large switches called circuit breakers. The power is then reduced to a lower voltage with large transformers, then passes through more circuit breakers. Before the power is distributed to your home or business, another transformer is used to reduce the voltage down to a usable level.

The Phelps Control Center coordinates this process from beginning to end and monitors power at various points throughout the power grid via computer. Operation of system circuit breakers are operated by computer from Phelps Control as well.

Substation supervision and engineering, electrical distribution engineering and design, and water distribution engineering and design for the Grand Island Utilities Department share offices with the dispatching center at the Phelps Control Center.

The previous three sections are direct excerpts taken from the Grand Island Utilities website

Source: (<http://www.grand-island.com/>)

Natural Gas Service

Natural gas is available in Grand Island is supplied by NorthWestern Energy.

Energy Use by Sector

This section analyzes the energy use by residential, commercial, and industrial and other users. This section will examine the different types of energy sources that are utilized by these different sectors.

Table 1 shows the overall electricity usage by all consumers in Grand Island. The categories are reflective of the ones established by the City. The categories are defined as:

Residential = all connections and demand by households in Grand Island

Commercial = all retail and office users within Grand Island

Industrial = all industrial users within Grand Island

**Table 1: Total Electrical Usage
Grand Island 2010 through 2012**

	2010	2011	2012
Residential kWh	217,745,672	216,330,992	216,200,092
Residential % of Total	30.6	30.3	29.5
Commercial kWh	176,787,889	178,453,418	182,384,334
Commercial % of Total	24.9	24.9	24.9
Industrial kWh	316,163,022	320,264,771	333,611,638
Industrial % of Total	44.5	44.8	45.6
TOTAL kWh	710,696,383	715,049,181	732,196,064
Annual Change		0.61%	2.40%
Customer by Class:			
Residential	20,071	20,152	20,278
Commercial	4,249	4,280	4,308
Industrial	84	87	92
TOTAL	24,404	24,519	24,678

Source: Grand Island Utilities

Table 1 shows the usage of electricity throughout the Grand Island corporate limits from 2010 through 2012. The data indicate the usage by residential, commercial and industrial uses for the time period. In addition, the Table indicates the number of customers per sector.

Overall, from 2010 to 2012, the total consumption increased by 2.4% while the customer base increased by 1.12%, which would indicate some of the newer customers added during this period had larger electric consumption or that some of the existing customers increased their usage through additional floor area (commercial or industrial) or there was an increase in the production levels (industrial).

Residential Uses

The data indicate the percent of total used by sector. The Table shows the overall percentage of the total electrical usage for residential customers went from 30.6% in 2010 to 29.5% in 2012; while the overall number of residential customers increased by 207 connections. From 2010 to 2012, the residential demand saw a decrease every year (-0.65% and -0.06% respectively).

The overall residential demand for this period decreased by -0.71%; however, the average per customer for the period saw a -1.71% change going from 10,848 kW in 2010 to 10,662 kW in 2012. These decreases would tend to suggest the following:

- More residential customers are becoming more conservation oriented
- More residential in turn are purchasing products which consume less energy
- More residential customers are making the switch between incandescent bulbs to Compact Fluorescent lights (CFL) or Light Diode Emitting bulbs (LED).

- Better energy efficiency measures are be implemented in construction and remodels.
- A combination of all these items.

Commercial Uses

Grand Island's commercial customers from 2010 to 2012 remained steady as to the proportion of the energy used, holding at 24.9% of the total consumption. Based upon the data from Grand Island Utilities, the overall commercial consumption increased by 3.17% while the total customer base increased by 1.39% during the time period indicated. These data indicate that the increased consumption was nearly double that of the increase in customer base. This indicates a couple of different dynamics may be occurring:

- Existing commercial customers are increasing the amount of electricity they require.
- Existing commercial customers have increased their space used to provide goods and services.
- The new commercial customers are higher than average electric consumers.
- A combination of all these items.

Industrial Uses

Industrial electrical consumption in Grand Island went from 44.5% of the total consumption in 2010 to 45.6% in 2012. The data in Table 1 indicate that the total consumption increased by 5.52% between 2010 and 2012; while the total number of industrial customers increased by 9.5%. Therefore, the increasing consumption actually grew at a slower rate than the number of customers. This indicates several potential possibilities:

- The new industrial customers were low consumption businesses.
- A combination of new industrial customers and existing industrial customers implementing conservation measures.
- Existing customers implementing conservation measures
- A combination of all these items.

Short-term and Long-term Strategies

As the need and even regulatory requirements for energy conservation increases, residents of communities and even rural areas will need to:

1. Become even more conservative with energy usage
2. Make use of existing and future programs for retrofitting houses, businesses, and manufacturing plants
3. Increase their use of renewable energy sources.



Residential Strategies

There are a number of different strategies that can be undertaken to improve energy efficiency and usage in residences. These strategies range from simple (less costly) to complex (costly). Unfortunately not all of the solution will have an immediate return on investment. As individual property owners, residents will need to find strategies that fit into their ability to pay for savings at the present time.

There are several ways to make a residence more energy efficient. Some of the easiest include:

- Converting all incandescent light bulbs to Compact Florescent or LED bulbs
- Changing air filters more regularly
- Installing additional insulation in the attic
- Keeping thermostats set a cooler levels in the winter and higher levels in the summer
- Converting standard thermostats to digital/programmable thermostats
- Changing out older less efficient Air Conditioners and Furnaces to newer high-efficiency units
- Changing out older appliances with new Energy Star appliances

Some of the more costly ways to make a residence more energy efficient include:

- New insulation in exterior walls
- Addition of solar panels for either electrical conversion and/or water heater systems in cooperation with Grand Island Utilities and in compliance with the local zoning codes.

- Adding individual scale wind energy conversion systems in cooperation with Grand Island Utilities and in compliance with the local zoning codes.
- Installing geothermal heating and cooling system in cooperation with Grand Island Utilities and in compliance with the local zoning codes.
- Installation of energy-efficient low-e windows

Commercial and Industrial Strategies

Strategies for energy efficiency within commercial and industrial facilities can be more difficult to achieve than those for residential uses. Typically, these improvements will require a greater amount of investment due to the size of most of these facilities.

There are a number of different strategies that can be undertaken to improve energy efficiency and usage in residences. Again, not all of the solutions will have an immediate return on investment. As individual property owners, property owners will need to find strategies that will fit into their ability to pay for savings at the present time.

There are several ways to make a commercial business more energy efficient. Some of the easiest include:

- Converting all incandescent light bulbs to Florescent Lights, Compact Florescent Lighting, or LED on small fixtures
- Keeping thermostats set a cooler levels in the winter and higher levels in the summer
- Converting standard thermostats to digital/programmable thermostats
- Installing additional insulation in an attic space
- Changing out older less efficient Air Conditioners and Furnaces to newer high-efficiency units

Some of the more costly ways to make a business more energy efficient include:

- Installation of energy-efficient windows and/or storefronts
- New insulation in exterior walls, if possible
- Addition of solar panels for either electrical conversion and/or water heater systems in cooperation with Grand Island Utilities and in compliance with the local zoning codes.
- Adding individual scale wind energy conversion systems in cooperation with Grand Island Utilities and in compliance with the local zoning codes.
- Installing geothermal heating and cooling system in cooperation with Grand Island Utilities and in compliance with the local zoning codes.

Renewable Energy Sources

Renewable energy sources are those natural resources such as the wind, sun, water, the earth (geothermal), and even methane (from natural resources or man-made situations) that can be used over and over again with minimal or no depletion. The most common sources of renewable energy resources used in Nebraska is the wind, the sun, the water and/or the earth. The following are examples of how these renewable resources can be used to reduce our dependency on fossil fuels.



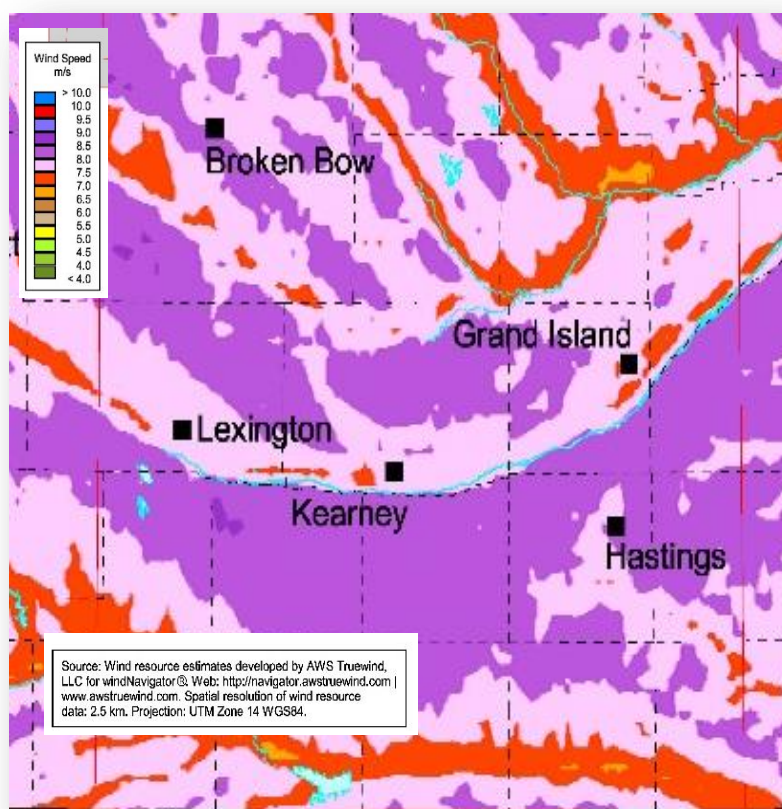
Wind

The wind is one of those resources that seem to be in abundance in Nebraska. Wind is not a new technology in Nebraska; the pioneers that settled in Nebraska used wind mills for power and to work the water wells on their farms and ranches.

Wind can be used to produce electricity through the construction of small-scale or utility/commercial grade wind conversion systems (wind turbines). However, not all areas of the state have the ideal levels needed to produce electricity on a utility or commercial level; but the use of small-scale wind turbines on homes and businesses will work in most parts of Nebraska.



Figure 3:
ANNUAL AVERAGE WIND SPEED AT 80 METERS
NEBRASKA



The wind quality in Grand Island and Hall County is average to above average, especially south of the Platte River and into Adams County. The darker purple areas are the more ideal locations for wind. However, any future wind development will be determined with the use of meteorological towers used to compile wind data for approximately a one year period prior to making any future decisions.

Solar

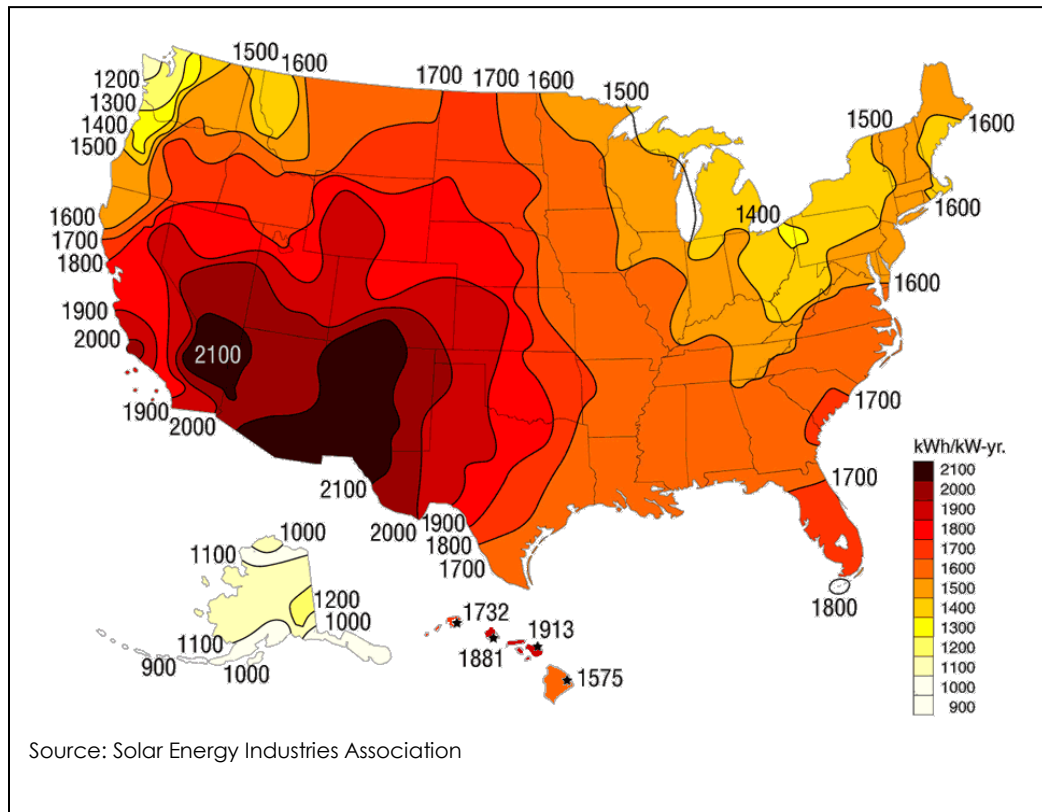
Solar energy has been around for decades and it last hit a high in popularity in the 1970's. However, today's solar energy design is much more efficient and are more aesthetically pleasing. Some of the aesthetic improvements have to do with the fact that today's systems are not as bulky as their ancestors. Today solar is being used much like wind turbines, on a small-scale level (home or business) or a much grander level (solar farms).



Solar energy includes solar water and space heating as well as taking solar photovoltaic panels to convert the sun's rays into electricity. Solar panels can typically produce between 100 and 200 watts per square meter at an installed cost of \$7 to \$9 per watt, but these costs are becoming less every year as more solar units are commissioned and new more cost effective technologies are developed.

Based upon the diagram to the right there is great solar potential in the state of Nebraska. A majority of the state lies within some of the better areas in the country for solar potential.

Figure 4:
SOLAR POTENTIAL CONTOURS



Geothermal Energy

Geothermal energy includes a process where a series of pipes are lowered into vertical cores called heat-sink wells. The pipes carry a highly conductive fluid that either is heated or cooled by the constant temperature of the ground. The resulting heat exchange is then transferred back into the heating and cooling system of a home or other structure. This is call a geothermal heat exchange system or ground source heat pumps. The California Energy Commission estimates the costs of a geothermal system can earn net savings immediately when financed as

part of a 30-year mortgage (Source: American Planning Association, PAS Memo January/February 2009).

Renewable Energy in Hall County

Renewable energy in Grand Island and the Hall County area will be difficult now and into the future. The reasons for this difficulty is not rooted in the desire of the local residents or political reluctance but more due to nature itself. Nature and the lay of the land creates some very difficult situations for the use of wind energy or hydroelectric generation.

Wind generation will be difficult due to the migratory flyway that covers the Hall County area during a three to four month period in the spring and fall. Spring is the more critical period since the Hall County area is one of the major stopovers of the Sandhill Cranes and a limited number of Whooping Cranes. The Whooping Cranes are on the endangered species list and are protected. In addition, since the Whooping Cranes tend to fly north with the Sandhill Cranes, the Sandhill Cranes are afforded the same basic protections during this migratory period.

Any commercial or utility grade wind turbine development would likely need to be taken out of production during these periods. This shorter production time would likely harm the cost-effectiveness of most wind farms.

Figure 5:
SPRING SANDHILL CRANE MIGRATION PATTERN AND PRIMARY NEBRASKA LOCATIONS



Source: www.cranetrust.org and <http://outdoornebraska.ne.gov/conservation/wildlife-viewing/SandhillCranes/where2watchCranes.asp>

Hydroelectric generation in Grand Island and Hall County area is not practical and is nearly impossible due to the flatter topography found throughout the area. There are few to no areas that could be dammed up in order to create a large enough water reservoir to power the turbines.

Geothermal systems, due to the prevalence of a high water table and extensive industrial ground water contamination in and around Grand Island requires that caution, and good engineering controls should be implemented when considering geothermal installations.

However, the other types of renewable energy sources are possible within Hall County, including geothermal (with special engineering considerations), methane, and solar. Solar may create some issues closer to the primary migratory areas of Hall County.

Energy Programs in Nebraska

The following provides a basic history and description of some newer programs in Nebraska; interested parties should contact the State of Nebraska Energy Office or their local public power district.

The following information is an excerpt from the Database of State Incentives for Renewables & Efficiency.

C-BED Program

In May 2007, Nebraska established an exemption from the sales and use tax imposed on the gross receipts from the sale, lease, or rental of personal property for use in a community-based energy development (C-BED) project. The Tax Commissioner is required to establish filing requirements to claim the exemption. In April 2008 L.B. 916 made several amendments to this incentive, including: (1) clarified C-BED ownership criteria to recognize ownership by partnerships, cooperatives and other pass-through entities; (2) clarified that the restriction on power purchase agreement payments should be calculated according to gross* and not net receipts; (3) added language detailing the review authority of the Tax Commissioner and recovery of exempted taxes; and (4) defined local payments to include lease payments, easement payments, and real and personal property tax receipts from a C-BED project.

A C-BED project is defined as a new wind energy project that meets one of the following ownership conditions:

- For a C-BED project that consists of more than two turbines, the project is owned by qualified owners with no single qualified owner owning more than 15% of the project and with at least 33% of the power purchase agreement payments flowing to the qualified owner or owners or local community; or
- For a C-BED project that consists of one or two turbines, the project is owned by one or more qualified owners with at least 33% of the power purchase agreement payments flowing to a qualified owner or local community.

In addition, a resolution of support for the project must be adopted by the county board of each county in which the C-BED project is to be located or by the tribal council for a C-BED project located within the boundaries of an Indian reservation.

A qualified C-BED project owner means:

- a Nebraska resident;
- a limited liability company that is organized under the Limited Liability Company Act and that is entirely made up of members who are Nebraska residents;
- a Nebraska nonprofit corporation;
- an electric supplier(s), subject to certain limitations for a single C-BED project; or
- a tribal council.

In separate legislation ([LB 629](#)), also enacted in May 2007, Nebraska established the Rural Community-Based Energy Development Act to authorize and encourage electric utilities to enter into power purchase agreements with C-BED project developers.

** LB 561 of 2009 established that gross power purchase agreement payments do not include debt financing if the agreement is entered into on or before December 31, 2011, and the qualified owners have a combined total of at least 33% of the equity ownership in the C-BED project.*

Local Government and Renewable Energy Policies

Local governments need to take steps to encourage greater participation in wind generation. Cities and counties can do a number of items to make these projects more attractive. Some of the things that could be done are:

- Develop or amend existing zoning regulations to allow small-scale wind turbines as an accessory use in all districts

- Develop or amend existing zoning regulations to exempt small-scale turbines from maximum height requirements when attached to an existing or new structure.
- Work with the local public power utility on ways to use wind turbines on small-scale individual projects or as a source of power for the community.

Net Metering in Nebraska

[LB 436](#), signed in May 2009, established statewide net metering rules for all electric utilities in Nebraska. The rules apply to electricity generating facilities which use solar, methane, wind, biomass, hydropower or geothermal energy, and have a rated capacity at or below 25 kilowatts (kW). Electricity produced by a qualified renewable energy system during a month shall be used to offset any kilowatt-hours (kWh) consumed at the premises during the month.

Any excess generation produced by the system during the month will be credited at the utility's avoided cost rate for that month and carried forward to the next billing period. Any excess remaining at the end of an annualized period will be paid out to the customer. Customers retain all renewable energy credits (RECs) associated with the electricity their system generates. Utilities are required to offer net metering until the aggregate generating capacity of all customer-generators equals one percent of the utility's average monthly peak demand for that year.

State Law of Solar and Wind Easements

Nebraska's solar and wind easement provisions allow property owners to create binding solar and wind easements for the purpose of protecting and maintaining proper access to sunlight and wind. Originally designed only to apply to solar, the laws were revised in March 1997 (Bill 140) to include wind. Counties and municipalities are permitted to develop zoning regulations, ordinances, or development plans that protect access to solar and wind energy resources if they choose to do so. Local governing bodies may also grant zoning variances to solar and wind energy systems that would be restricted under existing regulations, so long as the variance is not substantially detrimental to the public good.

LB 568, enacted in May 2009, made some revisions to the law and added additional provisions to govern the establishment and termination of wind agreements. Specifically, the bill provides that the initial term of a wind agreement may not exceed forty years. Additionally, a wind agreement will terminate if development has not commenced within ten years of the effective date of the wind agreement. If all parties involved agree to extend this period, however, the agreement may be extended.

Current Renewable Energy Programs and Funding Sources

Grand Island Utility Incentives

Grand Island Utilities has one incentive program available, which eliminates older refrigerators and freezers. By doing so the Utility will pay customers for removing these older appliances.

Low interest Loan Program

This program makes available low interest loans for residential and commercial energy efficiency improvements. The Nebraska Energy Office administers this program, which was created in 1990 using oil overcharge funds. Only improvements to existing buildings that are at least 5 years old are eligible for loan assistance. As of March 31, 2010, 25,618 loans have been made totaling \$205.3 million and financing \$210.8 million in eligible projects.



City of Grand Island

Tuesday, September 23, 2014

Council Session

Item E-4

**Public Hearing on Acquisition of Drainage Easement in Section 29,
Township 11 North, Range 9 (Saint Leo's Church of Grand Island
– 2410 S Blaine St)**

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: September 23, 2014

Subject: Public Hearing on Acquisition of Drainage Easement in Section 29, Township 11 North, Range 9 (Saint Leo's Church of Grand Island – 2410 S Blaine St)

Item #'s: E-4 & G-6

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

Background

A drainage easement needs to be dedicated along the west side of Blaine Street, along 2410 S Blaine Street, to allow for proper drainage with the redevelopment of the parking lot at Saint Leo's Church of Grand Island.

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council.

Discussion

As part of the redevelopment of the church parking lot drainage is being improved by installing a drainage pipe and filling in the ditch on the west side of Blaine Street. A sanitary sewer main is in the right-of-way ditch along this roadway, therefore an easement is necessary for drainage of the roadway and new pipe is needed outside of the right-of-way to avoid possible conflicts with existing utilities.

The new easement will be a total of sixteen (16) feet wide, as shown on the attached drawing. The property owner has signed & returned the necessary easement document. There will be no compensation to the property owner for such easement, and all work is being done at the expense of the property owner. A license agreement will be executed between the City and the property owner for the pipe that will be placed within the easement, as this will be the responsibility of the property owner to maintain.

Alternatives

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

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

Recommendation

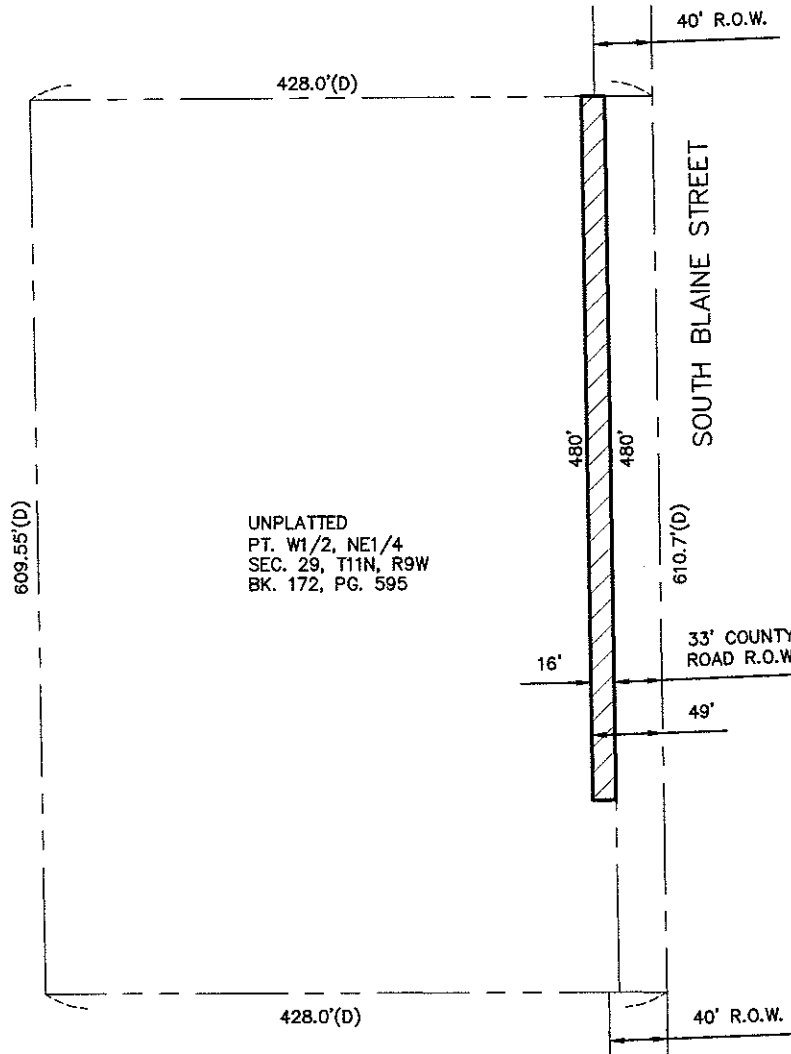
City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the drainage easement from Saint Leo's Church of Grand Island in Section 29, Township 11 North, Range 9.

Sample Motion

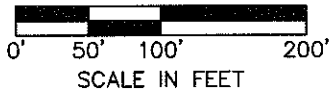
Move to approve the acquisition of the drainage easements.

PERMANENT DRAINAGE EASEMENT

PT. W1/2, NE1/4 SEC. 29, T11N, R9W
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA



UNPLATTED
PT. W1/2, NE1/4
SEC. 29, T11N, R9W
BK. 172, PG. 595



- PERMANENT EASEMENT
- SECTION LINE
- PROPERTY LINE
- (D) DEEDED DISTANCE

EASEMENT DESCRIPTION

A PERMANENT DRAINAGE EASEMENT CONSISTING OF PART OF AN UNPLATTED TRACT DESCRIBED IN DEED BOOK 172, PAGE 595, HALL COUNTY REGISTER OF DEEDS, LOCATED IN THE WEST HALF OF THE NORTHEAST QUARTER (W1/2, NE1/4) OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 16 FEET OF THE EAST 49 FEET OF THE NORTH 480 FEET OF SAID UNPLATTED TRACT. SAID PERMANENT DRAINAGE EASEMENT CONTAINS 7680 SQUARE FEET MORE OR LESS.

USER: tpolka
 120527_base - SR
 F:\projects\012-0527\PBIN\Exhibits\0120527_PE.dwg
 DATE: Jun 10, 2014 1:44pm
 XREFS: 012-0527_PBASE



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



City of Grand Island

Tuesday, September 23, 2014

Council Session

Item F-1

#9504 - Consideration of Request to Rezone Property Located at 3180 US Hwy 34 from RO Residential Office to B2 General Business

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9504

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land in the Southwest Quarter of the Southwest Quarter (SW¹/₄ SW¹/₄) of Section Twenty-Nine (29), Township Eleven (11) North, Range Nine (9), West of the Sixth P.M., in the City of Grand Island, Hall County, Nebraska, from RO Residential Office Zone to B2 General Business Zone; directing the such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; amending the provisions of Section 36-44; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on September 3, 2014, held a public hearing and made a recommendation on the proposed zoning of such area; and

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

WHEREAS, after public hearing on September 23, 2014, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned, reclassified and changed from RO Residential Office Zone to B2 General Business Zone:

A tract of land comprising a part of the Southwest Quarter of the Southwest Quarter (SW¹/₄ SW¹/₄) of Section Twenty-Nine (29), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. in Grand Island, Hall County, Nebraska, more particularly described as follows:

Beginning at a point on the at the center of the intersection of Tech Drive and U.S. Highway 34 and following the centerline of U.S. Highway 34 westerly 696 feet thence north parallel with Tech Drive a distance of 990 feet, thence east parallel with the centerline of U.S. Highway 34 to the centerline of Tech Drive, thence south to the point of beginning.

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

ORDINANCE NO. 9504 (Cont.)

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

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

Enacted: September 23, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 23, 2014

Council Session

Item F-2

#9505 - Consideration of Request to Rezone Property Located at 3420 West State Street from CD Commercial Development to Amended Commercial Development

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9505

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; amending the Commercial Development district and Final Development Plan for Grand Island Mall Sixteenth Subdivision (Lots 1, 2 and 3 Inclusive); directing the such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; amending the provisions of Section 36-7; to repeal any ordinance or parts of ordinances in conflict herewith, and to provide for publication and the effective date of this ordinance.

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

SECTION 1. That the final development plan for Grand Island Mall Sixteenth Subdivision is amended as shown on the development plan approved and signed by the Subdivider and the City with the Subdivision agreement.

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

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

Enacted: September 23, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, September 23, 2014

Council Session

Item G-1

Approving Minutes of September 9, 2014 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING
September 9, 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 September 9, 2014. Notice of the meeting was given in *The Grand Island Independent* on September 3, 2014.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following City Council members were present: Kent Mann, Linna Dee Donaldson, Chuck Haase, Julie Hehnke, Mitch Nickerson, Peg Gilbert, John Gericke, Mark Stelk, Mike Paulick, and Vaughn Minton. 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 Pastor Todd Bowen, Grace Covenant Church, 418 West 12th Street.

The Grand Island Fire Department Honor Guard presented the colors followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member Jerome Campbell.

PRESENTATIONS:

Recognition of Patriot Day, September 11, 2014. Fire Chief Cory Schmidt commented on the tragedy of September 11, 2014.

BOARD OF EQUALIZATION: Motion by Gilbert, second by Donaldson, carried unanimously to adjourn to the Board of Equalization.

#2014-BE-3 (A) – Consideration of Determining Benefits for Downtown Business Improvement District 2013. Finance Director Jaye Monter reported that the City Council in its capacity as the Board of Equalization was required to determine the benefits for Downtown BID 2013. Special assessments were for the amount of \$92,699.52. Presented were two Resolutions with a 70% and 100% assessment for owner occupied residents.

Motion by Gilbert, second by Stelk to approve Resolution #2013-BE-3 (A). Upon roll call vote, all voted aye. Motion adopted.

#2014-BE-4 – Consideration of Determining Benefits for Fonner Park Business Improvement District 2013. Finance Director Jaye Monter reported that the City Council in its capacity as the Board of Equalization was required to determine the benefits for Fonner Park BID 2013. Special assessments were for the amount of \$39,599.00.

Motion by Donaldson, second by Minton to approve Resolution #2014-BE-4. Upon roll call vote, all voted aye. Motion adopted.

#2014-BE-5 – Consideration of Determining Benefits for South Locust Business Improvement District 2013. Finance Director Jaye Monter reported that the City Council in its capacity as the Board of Equalization was required to determine the benefits for South Locust BID 2013. Special assessments were for the amount of \$70,170.00.

Motion by Paulick, second by Nickerson to approve Resolution #2014-BE-5. Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Gilbert, second by Nickerson carried unanimously to return to Regular Session.

PUBLIC HEARINGS:

Public Hearing on Request from The Cigarette Store Corp. dba Smoker Friendly Liquor & Tobacco #018, 710 Diers Avenue for a Class “C” Liquor License. City Clerk RaNae Edwards reported that an application for a Class “C” Liquor License had been received from The Cigarette Store Corp. dba Smoker Friendly Liquor & Tobacco #018, 710 Diers Avenue. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on August 15, 2014; notice to the general public of date, time, and place of hearing published on August 30, 2014; notice to the applicant of date, time, and place of hearing mailed on August 15, 2014; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections and completion of a state approved alcohol server/seller training program. Dan Gallagher representing Smoker Friendly was present to answer questions. No public testimony was heard.

Public Hearing on Request from Meier Recreation, LLC dba Infuse Mixology Bar & Bistro, 313 West 3rd Street for a Class “C” Liquor License. City Clerk RaNae Edwards reported that an application for a Class “C” Liquor License had been received from Meier Recreation, LLC dba Infuse Mixology Bar & Bistro, 313 West 3rd Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on August 22, 2014; notice to the general public of date, time, and place of hearing published on August 30 2014; notice to the applicant of date, time, and place of hearing mailed on August 22, 2014; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections and completion of a state approved alcohol server/seller training program. Blake Meier was present to answer questions. No further public testimony was heard.

Public Hearing on Acquisition of Utility Easement - 3133 W. U.S. Highway 34 (The Museum Board of Hall County, Nebraska). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 3133 W. U.S. Highway 34 was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The easement would provide for a new transformer for the power supply to the main building on the island and allow a back-up power supply to the entire campus. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement - 2423 S. Blaine Street (Cesar & Jennifer Moreno). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 2423 S. Blaine Street was needed in order to have access to install, upgrade, maintain, and

repair power appurtenances, including lines and transformers. The easement would be used to place underground secondary cable to a location where three lots can be served and remove the overhead secondary crossing private lots. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement - West of Blaine Street and North of Schimmer Drive (Blaine Road L.L.C. – Cara & Gordon Glade). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located west of Blaine Street and north of Schimmer Drive was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The easement would place underground conduit, cable and a pad-mounted transformer to provide the requested service to a new barn. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement - 2909 W. Highway 30 - Norton (Brian Scott & Lisa Norton - Healthplex). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 2909 W. Highway 30 was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The easement would be used to place underground conduit, cable, and a pad-mounted transformer to provide additional electrical power to the expanded Healthplex building. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Public Utility Easement for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4 (U.S. Department of Veterans Affairs). Public Works Director John Collins reported that acquisition of public utility easement was needed for the North Interceptor Phase II in order to replace aged force main sanitary sewer, reduce or eliminate current sewer pumping station(s), and provide additional capacity for existing and new growth areas of Grand Island. This easement would allow for the construction, operation, maintenance, extension, repair, replacement, and removal of public utilities within the easement. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Drainage Easement in Section 12, Township 11 North, Range 10 (Blender, LLC – 3812 West 13th St). Public Works Director John Collins reported that acquisition of a drainage easement was needed to grade the ditch along the north side of 13th Street. This easement would allow for drainage maintenance along the 13th Road north ditch. Staff recommended approval. No public testimony was heard.

Public Hearing on Establishing Rates for the General Property Occupation Tax for Downtown Parking District No. 1 for FY 2014-2015. Finance Director Jaye Monter reported this was the annual Council action to establish the occupation tax for Downtown Improvement and Parking District No. 1. FY 2014-2015 occupation tax factor was \$.1458 per square foot and would provide taxes of \$40,014.39. Staff recommended approval. No public testimony was heard.

Public Hearing on General Property, Downtown Improvement Parking District #2 (Ramp) and Community Redevelopment Authority (CRA) Tax Request for FY 2014-2015. Finance Director Jaye Monter reported that state statutes required the City to conduct a public hearing if the property tax request changes from one year to the next. Property tax request for the 2014-2015 general property tax was \$8,616,638, Parking District No. 2 at \$8,000, and the Community Redevelopment Authority property tax at \$669,384. Staff recommended approval. No public testimony was heard.

Public Hearing on Proposed FY 2014-2015 Budgets City of Grand Island and Community Redevelopment Authority (CRA) and City of Grand Island Budget. Finance Director Jaye Monter reviewed changes to the 2014-2015 Budget. Staff recommended approval. No public testimony was heard.

RESOLUTIONS:

#2014-288 - Consideration of Approving Labor Agreement between the City of Grand Island and IBEW, Local 1597 – Wastewater Treatment Plant. Human Resources Director Brenda Sutherland reported the agreement would run from October 1, 2014 through September 30, 2018. Mentioned were several changes to the agreement.

Motion by Nickerson, second by Paulick to approve Resolution #2014-288. Upon roll call vote, all voted aye. Motion adopted.

#2014-289 - Consideration of Approving Labor Agreement between the City of Grand Island and IBEW, Local 1597 – Service/Clerical. Human Resources Director Brenda Sutherland reported the agreement would run from October 1, 2014 through September 30, 2018. Mentioned were several changes to the agreement.

Motion by Minton, second by Hehnke to approve Resolution #2014-289. Upon roll call vote, all voted aye. Motion adopted.

#2014-290 - Consideration of Approving Labor Agreement between the City of Grand Island and IBEW, Local 1597 – Finance. Human Resources Director Brenda Sutherland reported the agreement would run from October 1, 2014 through September 30, 2018. Mentioned were several changes to the agreement.

Motion by Donaldson, second by Minton to approve Resolution #2014-290. Upon roll call vote, all voted aye. Motion adopted.

#2014-291 - Consideration of Approving Labor Agreement between the City of Grand Island and IBEW, Local 1597 – Utilities. Human Resources Director Brenda Sutherland reported the agreement would run from October 1, 2014 through September 30, 2017. Mentioned were several changes to the agreement.

Motion by Haase, second by Mann to approve Resolution #2014-291. Upon roll call vote, all voted aye. Motion adopted.

IBEW representatives Gary Hochreiter and Ron Christensen were present for the signing of the contracts.

#2014-292 - Consideration of Approving Labor Agreement between the City of Grand Island and the IAFF, Local 647. Human Resources Director Brenda Sutherland reported the agreement would run from October 1, 2014 through September 30, 2017. Mentioned were several changes to the agreement.

Motion by Nickerson, second by Gericke to approve Resolution #2014-292. Upon roll call vote, all voted aye. Motion adopted.

IAFF representative Phil Thomas was present for the signing of the contract.

ORDINANCES:

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

Review of Ordinance 9411, Enacted: November 27, 2012

Review of Ordinance 9412, Enacted: November 27, 2012

#9496 - Consideration of Amendments to Chapter 13 of the Grand Island City Code Relative to Occupation Tax for Downtown Improvement Parking District No. 1

#9497 (A) - Consideration of Assessments for Downtown Business Improvement District 2013

#9498 - Consideration of Assessments for Fonner Park Business Improvement District 2013

#9499 - Consideration of Assessments for South Locust Business Improvement District 2013

#9500 - Consideration of Approving FY 2014-2015 Annual Single City Budget and the Annual Appropriations Bill Including Addendum #1

#9501 - Consideration of Vacation of a Utility Easement Located in Skag-Way Second Subdivision (Super Market Developers, Inc.)

#9502 - Consideration of Creation of Sanitary Sewer District No. 535T, Extension of Sanitary Sewer to Serve Part Lot 1; Voss Subdivision, Lot(s) 1, 2 Windolph's Subdivision, and Part NW1/4 of Section 14, Township 11 North, Range 9 West

#9503 - Consideration of Salary Ordinance

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

#9503 - Consideration of Salary Ordinance

Human Resources Director Brenda Sutherland reported Ordinance #9503 represented the positions in the IBEW (Finance, Wastewater Treatment Plant, Service/Clerical, and Utilities) and the IAFF bargaining units just approved by Council.

Motion by Donaldson, second by Mann to approve Ordinance #9503.

City Clerk: Ordinance #9503 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9503 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9503 is declared to be lawfully adopted upon publication as required by law.

Review of Ordinance 9411, Enacted: November 27, 2012.

Finance Director Jaye Monter reported that Ordinance 9411 directed Council to review compensation for City Council members when there was a Council election.

Discussion was held regarding salary comparables. Comments were made regarding travel and training.

Motion by Gericke, second by Paulick to increase the Council salary from \$7,200 to \$8,400 annually. Upon roll call vote, Councilmembers Paulick and Gericke voted aye. Councilmembers Minton, Stelk, Gilbert, Nickerson, Hehnke, Haase, Donaldson, and Mann voted no. Motion failed.

Motion by Nickerson, second by Gericke to adjust the Council salary from \$7,200 to \$7,800 per year. Upon roll call vote, Councilmembers Minton, Paulick, Gericke, Gilbert, Nickerson, and Donaldson voted aye. Councilmembers Stelk, Hehnke, Haase, and Mann voted no. Motion adopted.

Mayor Vavricek vetoed the motion.

Motion by Gericke, second by Nickerson to override the Mayor's veto. Upon roll call vote, Councilmembers Minton, Paulick, Gericke, Gilbert, Nickerson, Hehnke, Haase, and Donaldson voted aye. Councilmembers Stelk and Mann voted no. Motion adopted.

City Clerk: Ordinance #9411 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9411 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9411 is declared to be lawfully adopted upon publication as required by law.

Review of Ordinance 9412, Enacted: November 27, 2012.

Finance Director Jaye Monter reported that Ordinance 9412 directed Council to review compensation for Mayor when there was a Mayoral election.

Motion by Nickerson, second by Stelk that no action be taken. Upon roll call vote, Councilmembers Minton, Paulick, Stelk, Gilbert, Nickerson, Hehnke, Donaldson, and Mann vote aye. Councilmember Gericke voted no. Councilmember Haase abstained. Motion adopted.

#9496 - Consideration of Amendments to Chapter 13 of the Grand Island City Code Relative to Occupation Tax for Downtown Improvement Parking District No. 1

Ordinance #9496 related to the aforementioned Public Hearing.

Motion by Paulick, second by Minton to approve Ordinance #9496.

City Clerk: Ordinance #9496 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9496 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9496 is declared to be lawfully adopted upon publication as required by law.

#9497 (A) - Consideration of Assessments for Downtown Business Improvement District 2013

Motion by Gilbert, second by Stelk to approve Ordinance #9497 (A).

City Clerk: Ordinance #9497 (A) on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9497 (A) on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9497 (A) is declared to be lawfully adopted upon publication as required by law.

#9498 - Consideration of Assessments for Fonner Park Business Improvement District 2013

Motion by Donaldson, second by Hehnke to approve Ordinance #9498.

City Clerk: Ordinance #9498 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9498 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9498 is declared to be lawfully adopted upon publication as required by law.

#9499 - Consideration of Assessments for South Locust Business Improvement District 2013

Motion by Paulick, second by Minton to approve Ordinance #9499.

City Clerk: Ordinance #9499 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9499 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9499 is declared to be lawfully adopted upon publication as required by law.

RESOLUTIONS:

#2014-285 - Consideration of Approving General Property, Downtown Improvement Parking District #2 (Ramp) and Community Redevelopment Authority (CRA) Tax Request for FY 2014-2015. This item related to the aforementioned Public Hearing. Ms. Monter stated the General Property tax asking was \$8,616,638, the Downtown Improvement Parking District #2 (Ramp) tax asking was \$8,000, and the Community Redevelopment Authority (CRA) tax asking was \$691,245.

Motion by Nickerson, second by Minton to approve Resolution #2014-285.

Motion by Haase to reduce the tax levy from .3241 to .3196. Motion failed due to a lack of a second.

Upon roll call vote of the main motion, Councilmembers Minton, Paulick, Stelk, Gericke, Gilbert, Nickerson, Hehnke, Donaldson, and Mann voted aye. Councilmember Haase voted no. Motion adopted.

#2014-286 - Consideration of Approving 2014-2015 Fee Schedule. Finance Director Jaye Monter reviewed the fee changes from the June 17 and August 14, 2014 meetings.

Motion by Paulick, second by Minton to approve Resolution #2014-286. Upon roll call vote, all voted aye. Motion adopted.

#2014-287 - Consideration of Approving 1% Increase to the Restricted Revenues Lid Limit. Finance Director Jaye Monter reported that in 1998 the Nebraska State Legislature passed LB 989 which put a lid on the amount of restricted revenues a political subdivision could budget for. The restricted revenues that the City of Grand Island included in the budget were: Property Taxes, Local Option Sales Tax, Motor Vehicle Tax, Highway Allocation and Municipal Equalization Funds. The additional 1% increase for FY 2014-2015 State of Nebraska budget report would increase the prior year restricted revenues base by \$276,692. This increase in restricted funds authority was not an increase in budgeted revenues or authorized expenditures. It only provided the ability to increase restricted revenues in order to budget all restricted revenue funding sources each budget year.

Motion by Minton, second by Nickerson to approve Resolution #2014-287. Upon roll call vote, Councilmembers Selk, Gericke, Nickerson, Hahnke, Donaldson, and Mann voted aye. Councilmembers Minton, Paulick, Gilbert, and Haase voted no. Motion failed.

ORDINANCES:

#9500 - Consideration of Approving FY 2014-2015 Annual Single City Budget and the Annual Appropriations Bill Including Addendum #1

Ms. Monter stated the total annual appropriations for the FY 2014-2015 Annual Single City Budget and the Annual Appropriations Bill including Addendum #1 were \$212,633,692. The budget would begin October 1, 2014 and end September 30, 2015.

Motion by Nickerson, second by Minton to approve Ordinance #9500.

Comments were made by Council that this was an unsustainable budget. Mentioned was future growth, unfinished projects and concerns for future budgets.

Motion by Haase, second by Gilbert to reduce the appropriations for the Fire study by \$250,000. Upon roll call vote, Councilmembers Stelk, Gilbert, Nickerson, Hehnke, Haase, and Donaldson voted aye. Councilmembers Minton, Paulick, Gericke, and Mann voted no. Motion adopted.

Mayor Vavricek vetoed the motion. Mayor Vavricek noted in his comments that based on the working of the motion, there would be no funds available for either a 911 Center or a Fire Station study. City Attorney Robert Sivick stated he didn't think the veto was appropriate at this time. He stated the Mayor had the right to veto appropriations but that this was not an appropriation and there was nothing to veto at this point.

Motion by Nickerson, second by Gilbert to appropriate \$50,000 for a backup 911 Center.

Emergency Management Director Jon Rosenlund answered questions regarding what the \$50,000 would be used for. He stated this would be the design process for the backup 911 Center and that options would be brought back to Council for a decision on how to go forward and the cost of the project which would impact next year's budget.

Upon roll call vote, Councilmembers Minton, Paulick, Stelk, Gericke, Gilbert, Nickerson, Hehnke, Haase, and Donaldson voted aye. Councilmember Mann voted no. Motion adopted.

City Clerk: Ordinance #9500 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmembers Minton, Stelk, Gericke, Gilbert, Nickerson, Hehnke, Donaldson, and Mann voted aye. Councilmembers Paulick and Haase voted no. Motion adopted.

City Clerk: Ordinance #9500 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, Councilmembers Minton, Stelk, Gericke, Gilbert, Nickerson, Hehnke, Donaldson, and Mann voted aye. Councilmembers Paulick and Haase voted no. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9500 is declared to be lawfully adopted upon publication as required by law.

#9501 - Consideration of Vacation of a Utility Easement Located in Skag-Way Second Subdivision (Super Market Developers, Inc.)

Public Works Director John Collins reported that Super Market Developers, Inc. was requesting to vacate a utility easement to support redevelopment at 620 West State Street.

Motion by Paulick, second by Donaldson to approve Ordinance #9501.

City Clerk: Ordinance #9501 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9501 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9501 is declared to be lawfully adopted upon publication as required by law.

#9502 - Consideration of Creation of Sanitary Sewer District No. 535T, Extension of Sanitary Sewer to Serve Part Lot 1; Voss Subdivision, Lot(s) 1, 2 Windolph's Subdivision, and Part NW1/4 of Section 14, Township 11 North, Range 9 West

Public Works Director John Collins reported that a sanitary sewer main was constructed as part of the North Interceptor Phase I construction project, which runs easterly from Seedling Mile Access Road to Voss Road. Thirteen (13) customers could be served with this tap district through assessments.

Motion by Donaldson, second by Minton to approve Ordinance #9502.

City Clerk: Ordinance #9502 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9502 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9502 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda item G-20 was removed for further discussion. Motion by Mann, second by Donaldson to approve the Consent Agenda excluding item G-20. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of August 21, 2014 City Council Special Meeting.

Approving Minutes of August 26, 2014 City Council Regular Meeting.

#2014-260 - Approving Acquisition of Utility Easement located at 3133 W. U.S. Highway 34 (The Museum Board of Hall County, Nebraska).

#2014-261 - Approving Acquisition of Utility Easement located at 2423 S. Blaine Street (Cesar & Jennifer Moreno).

#2014-262 - Approving Acquisition of Utility Easement located West of Blaine Street and North of Schimmer Drive (Blaine Road, L.L.C. – Cara & Gordon Glade).

#2014-263 - Approving Acquisition of Utility Easement located at 2909 W. Highway 30 (Brian Scott & Lisa Norton - Healthplex).

#2014-264 - Approving Proposal for Supply and Delivery of Powdered Activated Carbon to Platte Generating Station with ADA Carbon Solutions of Littleton, CO.

#2014-265 - Approving Proposal for Supply and Delivery of Pebble Lime to Platte Generating Station with Mississippi Lime of St. Louis, MO.

#2014-266 - Approving Bid Award for Steam Generator Boiler Repair at Platte Generating Station with Hayes Mechanical of Omaha, NE in an Amount of \$185,922.00.

#2014-267 - Approving Bid Award for Insertable Dust Collectors - Bunkers & Conveyor #5 at Platte Generating Station with Martin Engineering of Neponset, IL in an Amount of \$157,178.13.

#2014-268 - Approving Bid Award for Construction of Water Main District 466T - Airport Road with Van Kirk Brothers Contracting of Sutton, NE in an Amount of \$742,021.40.

#2014-269 - Approving Renewal of Boiler and Machinery Insurance for the Utilities Department with Factory Mutual Insurance Company in an Amount of \$461,424.00.

#2014-270 - Approving Certificate of Final Completion for Water Main Project 2014-W-1 (3rd & Garfield Streets at the Union Pacific Railroad Tracks) with The Diamond Engineering Co. of Grand Island, NE.

#2014-271 - Approving Acquisition of Public Utility Easement for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4 (U.S. Department of Veterans Affairs).

#2014-272 - Approving Acquisition of Drainage Easement in Section 12, Township 11 North, Range 10 (Blender, LLC – 3812 W 13th St).

#2014-273 - Approving Authorizing Clean Water State Revolving Fund (CWSRF) Loans.

#2014-274 - Approving Burlington Northern Santa Fe Railway Company Pipeline Crossing Agreement for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4.

#2014-275 - Approving Nebraska Central Railroad Company Pipeline Crossing Agreement for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4.

#2014-276 - Approving Temporary Construction Easements for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4 (U.S. Department of Veterans Affairs & Lassonde).

#2014-277 - Approving Bid Award for Westgate Drainage Improvements Drainage District No. 2013-D-4 with The Diamond Engineering Co. of Grand Island, NE in an Amount of \$146,349.15. Discussion was held concerning the size of the pipe. Public Works Project Manager Terry Brown explained value engineering and that the size of the pipe did not need to be larger for this project.

Motion by Nickerson, second by Minton to approve Resolution #2014-277. Upon roll call vote, all voted aye. Motion adopted.

#2014-278 - Approving Amendment No. 9 to the Agreement for Professional Engineering Services entitled "Wastewater Treatment Plant and Collection System Rehabilitation" with Black & Veatch of Kansas City, MO for an Increase of \$1,846,639.00 and a Revised Contract Amount of \$9,181,115.00.

#2014-279 - Approving Authorization for Emergency Sanitary Sewer Repairs in the Alley between Park Avenue & Grand Island Avenue from Prospect Street to Forrest Street with The Diamond Engineering Co. of Grand Island, NE in an Amount of \$37,425.00.

#2014-280 - Approving Annual Agreement for Financial Software Licensing and Support with Tyler Technologies, Inc. d/b/a MUNIS in an Amount of \$45,035.83.

#2014-281 - Approving Addendum to SCALES Interlocal Agreement for Cooperative Law Enforcement Services.

RESOLUTIONS:

#2014-282 - Consideration of Request from The Cigarette Store Corp. dba Smoker Friendly Liquor & Tobacco #018, 710 Diers Avenue for a Class "C" Liquor License and Liquor Manager Designation for Jack Bailey, 2218 West 10th Street. This item was related to the aforementioned Public Hearing.

Motion by Paulick, second by Hehnke to approve Resolution #2014-282 with conditions. Upon roll call vote, all voted aye. Motion adopted.

#2014-283 - Consideration of Request from Meier Recreation, LLC dba Infuse Mixology Bar & Bistro, 313 West 3rd Street for a Class "C" Liquor License and Liquor Manager Designation for Blake Meier, 920 Sagewood Avenue. This item was related to the aforementioned Public Hearing.

Motion by Donaldson, second by Minton to approve Resolution #2014-283 with conditions. Upon roll call vote, all voted aye. Motion adopted.

#2014-284 - Consideration of Approving Award for the Construction of North Interceptor II; Project No. 2013-S-4 with S.J. Louis Construction, Inc. of Rockville, MN in an Amount of \$21,479,537.50. Public Works Director John Collins reported that bids were received, opened and reviewed with S.J. Louis Construction, Inc. of Rockville, MN being the lowest responsible bidder.

Motion by Paulick, second by Haase to approve Resolution #2014-284. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Donaldson, second by Nickerson to approve the Claims for the period of August 27, 2014 through September 9, 2014, for a total amount of \$5,437,470.80. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 9:54 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, September 23, 2014

Council Session

Item G-2

Approving Garbage Permits for Heartland Disposal and Mid-Nebraska Disposal, Inc. and Refuse Permits for Full Circle Rolloffs and O'Neill Transportation and Equipment LLC

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk
Meeting: September 23, 2014
Subject: Approving Garbage and Refuse Haulers Permits
Item #'s: G-2
Presenter(s): RaNae Edwards, City Clerk

Background

Grand Island City Code Section 17-15 allows for the Collection, Transportation, and Disposal of Garbage and/or Refuse. These permits are effective October 1 through September 30 of each calendar year.

Discussion

The following businesses have submitted applications for renewal for 2014/2015:

Heartland Disposal, 1839 East 4 th Street	Garbage
Mid-Nebraska Disposal, Inc., 3080 West 2 nd Street	Garbage
Full Circle Rolloffs, 1839 East 4 th Street	Refuse
O'Neill Transportation and Equipment, 7100 West Old Potash Hwy	Refuse

All City Code requirements have been met by these businesses.

Alternatives

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

1. Approve the renewal for garbage/refuse permits.
2. Disapprove or deny the renewals.
3. Modify the renewals to meet the wishes of the Council.
4. Table the issue

Recommendation

City Administration recommends that the Council approve the renewals for garbage/refuse permits for 2014/2015.

Sample Motion

Move to approve the renewal for garbage/refuse permits for 2014/2015.

Application for Haulers License

1 Type of License Required:

- a. **Garbage Haulers License** (entitles licensee to collect and transport both garbage and refuse)
- b. **Refuse Haulers License** (entitles licensee to haul only refuse)

2 Identification of Applicant:

- a. Individual or Firm Identification

Business Name Heartland Disposal

Business Address 1839 E 4th St

Business Telephone 308-382-1683

- b. Miscellaneous Information:

* Public Complaint Telephone (Sec. 17-19) 308-382-1683

* Name Used on Vehicles (Sec. 17-18) Heartland Disposal

3 Residency Certification:

- a. Individual Applicant – Resident of Hall County

Name and Home Address of Individual:

- b. Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

Tam Ummel - 567 S Shady Bend Rd

- c. Non-resident Individual or Corporation

Name and Home Address of Appointed Resident Agent:

3 Required Documents to be Furnished:

- a. List of Vehicles (Section 17-18)
- b. Certificate of Insurance (Section 17-21)
- c. Performance Bond – Garbage Haulers Only (Section 17-22)
- d. License Fee: **Garbage - \$225.00; Refuse - \$75.00** (Section 17-15)
- e. Appointment of Resident Agent, if applicable (Section 17-16)
- f. Equipment Inspection/Certificate from Health Department (Section 17-18)

9/11/14
Date

Tam Ummel
Signature of Applicant



United Fire & Casualty Company
United Life Insurance Company
Addison Insurance Company
Lafayette Insurance Company
United Fire & Indemnity Company
United Fire Lloyds
Financial Pacific Insurance Company

CONTINUATION CERTIFICATE

BOND NO.: 55192671

PRINCIPAL: HEARTLAND DISPOSAL, INC. 1839 E 4TH ST GRAND ISLAND, NE 68801

OBLIGEE: CITY OF GRAND ISLAND 100 E FIRST ST GRAND ISLAND, NE 68801

TYPE OF BOND: GARBAGE HAULERS

BOND PENALTY: 50,000.00

BOND TERM: From 07/06/2013 To 07/06/2014

The Company indicated hereby continues in force, for the period described, the Bond designated above, subject to all the agreements, limitations, and conditions thereof and provides that the liability under said bond and all continuations thereof shall not be cumulative and shall not in any event exceed the amount of said Bond herein before set forth.

Signed, Sealed and Dated 04/07/2013.

UNITED FIRE & CASUALTY COMPANY

By 
Attorney-in-Fact

LICP0003 04 11

HOME OFFICE: 118 Second Avenue SE, PO Box 73909, Cedar Rapids, Iowa 52407-3909 Phone: 319-399-5700 or 800-343-9130 FAX: 888-726-9738

UNITED FIRE & CASUALTY COMPANY
HOME OFFICE - CEDAR RAPIDS, IOWA
CERTIFIED COPY OF POWER OF ATTORNEY
(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint Randy A. Ramlo, or David Lange, or Dennis J. Richmann, or Arthur J. Fearn, or David G. Dennis, or Michael D. May, or D. Michael Hays, or Judith A. Davis, or Mary Bertsch, or Kyanna Wieseler, or Jeremy Lewis, or Patricia Wiebel, or Phillip E. Morgette, or Allison Nissen, or Leony Kaster, or Brad Hance, or Patti Waddell, or Patricia L. Niebes, individually of Cedar Rapids, IA; or Linda Becchetti, or Michael D. Harbison, individually of Rocklin, CA its true and lawful attorney-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows. Any and All Bonds and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on May 16, 2012.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby, such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this February 19, 2013.

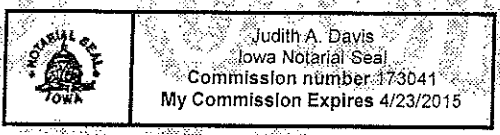


UNITED FIRE & CASUALTY COMPANY

By *Dennis J. Richmann*
Vice President

State of Iowa, County of Linn, ss:

On February, 19, 2013, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Judith A. Davis
Notary Public
My commission expires: 4-23-15

CERTIFICATION

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 7th day of April, 2013.



Daniel A. Giese
Secretary

Application for Haulers License

1 Type of License Required:

- a. **Garbage Haulers License** (entitles licensee to collect and transport both garbage and refuse)
- b. **Refuse Haulers License** (entitles licensee to haul only refuse)

2 Identification of Applicant:

a. Individual or Firm Identification

Business Name

Mid-Nebraska Disposal Inc.

Business Address

3080 W 2nd

Business Telephone

308-382-7053

b. Miscellaneous Information:

* Public Complaint Telephone (Sec. 17-19)

308-382-7053

* Name Used on Vehicles (Sec. 17-18)

Same as Above

3 Residency Certification:

a. Individual Applicant – Resident of Hall County

Name and Home Address of Individual:

b. Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

c. Non-resident Individual or Corporation

Name and Home Address of Appointed Resident Agent:

3 Required Documents to be Furnished:

a. List of Vehicles (Section 17-18)

b. Certificate of Insurance (Section 17-21) On File Already

c. Performance Bond – Garbage Haulers Only (Section 17-22) On File Already

d. License Fee: **Garbage - \$225.00; Refuse - \$75.00** (Section 17-15)


e. Appointment of Resident Agent, if applicable (Section 17-16)

f. Equipment Inspection/Certificate from Health Department (Section 17-18)

Will forward to you once we receive it.

9/5/14

Date



Signature of Applicant



A Nationwide® Insurance Company

CITY OF GRAND ISLAND
PERFORMANCE BOND REQUIRED BY
CHAPTER 17-22

BOND NO. BD 7900589563

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, MID-NEBRASKA DISPOSAL, INC. OF GRAND ISLAND, NE, AS PRINCIPAL, AND ALLIED MUTUAL INSURANCE COMPANY, A CORPORATION DULY LICENSED TO DO BUSINESS IN THE STATE OF NEBRASKA, AS SURETY, ARE HELD AND FIRMLY BOUND UNTO THE CITY OF GRAND ISLAND, NEBRASKA AND ALL CUSTOMERS OF THE PRINCIPAL WHO RESIDE WITHIN THE CITY OF GRAND ISLAND, NEBRASKA, AS OBLIGEE, IN THE PENAL SUM OF FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS, FOR THE PAYMENT OF WHICH SUM WELL AND TRULY TO BE MADE, THE SAID PRINCIPAL AND THE SAID SURETY, BIND OURSELVES, OUR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FIRMLY BY THESE PRESENTS.

WHEREAS THE PRINCIPAL HAS BEEN GRANTED A LICENSE BY THE CITY OF GRAND ISLAND TO OPERATE AS A GARBAGE HAULER AND;

WHEREAS THE ORDINANCE 17-22 OF THE CITY OF GRAND ISLAND, NEBRASKA, PROVIDES THAT THE PRINCIPAL SHALL FURNISH A PERFORMANCE BOND CONDITIONED FOR THE COMPLIANCE WITH THE PROVISIONS OF 17-15 THROUGH 17-26 INCLUSIVE,

NOW THEREFORE, IF THE SAID PRINCIPAL SHALL FAITHFULLY PERFORM THE DUTIES AND IN ALL THINGS COMPLY WITH THE ABOVE LISTED ORDINANCE APPERTAINING TO THE LICENSE THEN THIS OBLIGATION TO BE VOID, OTHERWISE TO REMAIN IN FULL FORCE AND EFFECT.

IT IS FURTHER PROVIDED THAT:

1. THE AGGREGATE LIABILITY OF THE SURETY UNDER THIS BOND SHALL NOT EXCEED FIFTY THOUSAND DOLLARS (\$50,000.00) REGARDLESS OF THE NUMBER OF YEARS THIS BOND SHALL REMAIN IN EFFECT.
2. THIS BOND SHALL BE EFFECTIVE FROM SEPTEMBER 30, 1999 AND SHALL CONTINUE UNTIL CANCELLED BY THE SURETY SENDING A WRITTEN NOTICE OF CANCELLATION TO THE CITY CLERK, CITY OF GRAND ISLAND, NEBRASKA, AND AT THE EXPIRATION OF THIRTY (30) DAYS FROM THE MAILING OF SAID NOTICE, THIS BOND SHALL TERMINATE AND THE SURETY SHALL THEREUPON BE RELIEVED FROM ANY LIABILITY FOR ANY ACTS OR COMISSION OF THE PRINCIPAL SUBSEQUENT TO SAID DATE.
3. ANY CLAIM FOR DEFAULT ON THIS BOND MUST BE FILED IN WRITING WITH THE SURETY AT ITS HOME OFFICE, 701 - 5TH AVE, DES MOINES, IOWA, 50391-2006, PROMPTLY AND IN ANY EVENT WITHIN 60 DAYS AFTER THE OBLIGEE OR THEIR REPRESENTATIVE SHALL LEARN OF SUCH DEFAULT. SUIT THEREON SHALL NOT BE COMMENCED IN LESS THAN 120 DAYS OR MORE THAN 365 DAYS FROM THE DATE OF THE DEFAULT ON WHICH THE CLAIM IS BASED.


SIGNED, SEALED AND DATED THIS 30TH DAY OF SEPTEMBER, 1999

MID-NEBRASKA DISPOSAL, INC.

PRINCIPAL



ALLIED MUTUAL INSURANCE COMPANY



ATTORNEY-IN-FACT

EUGENA R. MILLER



Nationwide Insurance Company
Power of Attorney

KNOW ALL MEN BY THESE PRESENTS That ALLIED Mutual Insurance Company, a corporation organized under the laws of the State of Iowa, with its principal office in the City of Des Moines, Iowa, hereinafter called "Company", does hereby make, constitute and appoint **KRISTIE R. TALLON** **TYLER L. ADAMS**
EUGENA R. MILLER

LINCOLN, NE

each in his individual capacity, its true and lawful Attorney-In-Fact with full power and authority to sign, seal, and execute in its behalf any and all bonds and undertakings and other obligatory instruments of similar nature (except bonds guaranteeing the payment of principal and interest of notes, mortgage bonds and mortgages) in penalties not exceeding the sum of

FOUR MILLION AND NO/100 DOLLARS

(\$ 4,000,000.00)

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

This Power of Attorney is made and executed pursuant to and by authority of the following By-Laws duly adopted by the Board of Directors of the Company.

ARTICLE 7 EXECUTION OF CONTRACTS

"Section 7.4 Instruments Issued by the Corporation. Bonds, undertakings, and other obligatory instruments of similar nature, other than insurance policies and insurance endorsements, issued by the Corporation shall be validly executed and binding on the Corporation when signed by the President or a Vice President or by the Attorney(s)-In-Fact appointed by the President or by a Vice President."

"Section 7.5 Appointment of Agents. The President or a Vice President shall have the power to appoint agents of the Corporation, or other persons, as Attorney(s)-In-Fact to act on behalf of the Corporation in the execution of bonds, undertakings, and other obligatory instruments of similar nature, other than insurance policies and endorsements, with full power to bind the Corporation by their signature and execution of any such instrument. The appointment of such Attorney(s)-In-Fact shall be accomplished by Powers of Attorney signed by the President or the Vice President."

This Power of Attorney is signed and sealed by facsimile under and by the following By-Laws duly adopted by the Board of Directors of the Company.

ARTICLE 7 EXECUTION OF CONTRACTS

"Section 7.6 Verifications. The Secretary, or any Assistant Secretary, is authorized to certify that any such Power of Attorney signed is validly executed and binding on the Corporation and to certify that any bond, undertaking, or obligatory instrument of similar nature, other than insurance policies and endorsements, to which the Power of Attorney is attached is and shall continue to be a valid and binding obligation of the Corporation, according to its terms, when executed by Attorney(s)-In-Fact appointed by the President or Vice President."

"Section 7.7 Use of Corporate Seal. It shall not be necessary to the valid execution and binding effect on the Corporation of any bond, undertaking, or obligatory instrument of similar nature, other than insurance policies and endorsements, signed on behalf of the Corporation by the President or a Vice President, or Attorney(s)-In-Fact appointed by the President or a Vice President, or of any Power of Attorney executed on behalf of the Corporation appointing Attorney(s)-In-Fact to act for the Corporation, or of any certificate to be executed by the Secretary or an Assistant Secretary, as hereinabove in Sections 7.4, 7.5, and 7.6 provided, that the corporate seal be affixed to any such instrument, but the person authorized to sign such instrument may affix the corporate seal. A facsimile corporate seal affixed to any such instrument shall be as effective and binding as the original seal."

"Section 7.8 Other Facsimile Signatures. A facsimile signature of the President or of a Vice President affixed to any bond, undertaking, or obligatory instrument of similar nature, other than policies and endorsements, or to a Power of Attorney signed by such President or a Vice President, as herein in Sections 7.4 and 7.5 provided, or a facsimile signature of the Secretary or of an Assistant Secretary to any certificate as herein in Section 7.6 provided, shall be effective and binding upon the Corporation with the same force and effect as the original signatures of any such officers."

"Section 7.9 Former Officers. A facsimile signature of a former officer shall be of the same validity as that of an existing officer, when affixed to any insurance policy or insurance endorsement, any bond or undertaking, any Power of Attorney or certificate, as herein in Sections 7.1, 7.2, 7.4, 7.5, and 7.6 provided."

IN WITNESS WHEREOF, the Company has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed this 10 day of JULY, 1998

ALLIED MUTUAL INSURANCE COMPANY

By: *Brett E. Harman* Vice President

STATE OF IOWA
COUNTY OF POLK ss



On this 10 day of JULY, 1998, before me personally came Brett Harman, to me known, who, being by me duly sworn, did depose and say that he is Vice President of ALLIED Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation, that the seal affixed to said instrument is such corporation seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he has signed his name thereto pursuant to like authority, and acknowledged the same to be the act and deed of said corporation.

PATRICIA M. VERMACE
MY COMMISSION EXPIRES
APRIL 25, 2000

Patricia M. Vermace *Patricia M. Vermace*
Notary Public in and for the State of Iowa

CERTIFICATE

I, the undersigned, Secretary of ALLIED Mutual Insurance Company, a corporation organized under the laws of the State of Iowa, do hereby certify that the foregoing Power of Attorney is still in force, and further certify that Sections 7.4 through 7.9 inclusive of Article 7 of the By-Laws of the Company set forth in said Power of Attorney are still in force.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed the seal of the company this 3rd day of August, 1999

06712

This Power of Attorney expires
07/10/01



Sally J. Mallery
Secretary

Bd 1 (03-97) 00

Application for Haulers License

1 Type of License Required:

- a. **Garbage Haulers License** (entitles licensee to collect and transport both garbage and refuse)
- b. **Refuse Haulers License** (entitles licensee to haul only refuse)

2 Identification of Applicant:

a. Individual or Firm Identification

Business Name

Full Circle Rolloffs

Business Address

1839 E 44th St

Business Telephone

308-384-4418

b. Miscellaneous Information:

* Public Complaint Telephone (Sec. 17-19)

308-384-4418

* Name Used on Vehicles (Sec. 17-18)

Full Circle Rolloffs

3 Residency Certification:

a. Individual Applicant – Resident of Hall County

Name and Home Address of Individual:

b. Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

Tom Ummel 567 S Shady Bend

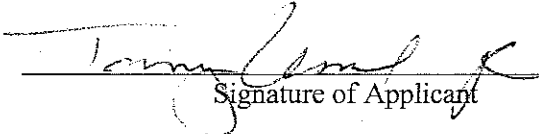
c. Non-resident Individual or Corporation

Name and Home Address of Appointed Resident Agent:

3 Required Documents to be Furnished:

- a. List of Vehicles (Section 17-18)
- b. Certificate of Insurance (Section 17-21)
- c. Performance Bond – Garbage Haulers Only (Section 17-22)
- d. License Fee: **Garbage - \$225.00; Refuse - \$75.00** (Section 17-15)
- e. Appointment of Resident Agent, if applicable (Section 17-16)
- f. Equipment Inspection/Certificate from Health Department (Section 17-18)

9/10/14
Date


Signature of Applicant



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9-9-2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ryder-Rosacker-McCue & Huston 509 W. Koenig St. PO Box 1228 Grand Island NE 68802	CONTACT NAME: Dee Gosda PHONE (A/C, No, Ext): (308) 382-2330 or 800-658-4200 FAX (A/C, No): (308) 382-7109 E-MAIL ADDRESS: dgosda@ryderinsurance.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>United Fire Group</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td>Carolina Casualty (PVC Insurance)</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	United Fire Group		INSURER B :	Carolina Casualty (PVC Insurance)		INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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INSURER E :																					
INSURER F :																					
INSURED Heartland Disposal, Inc. 1839 E 4th St Grand Island NE 68803																					

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSP WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		60448434	6-29-14	6-29-15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		60448434	6-29-14	6-29-15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		60448434	6-29-14	6-29-15	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	BNJWC0128183	6-26-14	6-29-15	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Grand Island Attn: Building Inspection Dept PO Box 1968 Grand Island, NE 68802-1968 Fax: (308)385-5423	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Dee Gosda</i>
---	---

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ACORD 25 (2014/01)

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Application for Haulers License

1 Type of License Required:

- a. Garbage Haulers License (entitles licensee to collect and transport both garbage and refuse)
- b. Refuse Haulers License (entitles licensee to haul only refuse)

2 Identification of Applicant:

- a. Individual or Firm Identification

Business Name

O'Neill Transportation & Equipment

Business Address

7100 West Old Potash Hwy LLC.

Business Telephone

Ada NE 68810

308 - 384 - 1690

- b. Miscellaneous Information:

* Public Complaint Telephone (Sec. 17-19) _____

* Name Used on Vehicles (Sec. 17-18) _____

3 Residency Certification:

- a. Individual Applicant – Resident of Hall County

Name and Home Address of Individual: _____

- b. Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer: _____

Pat O'Neill

- c. Non-resident Individual or Corporation

Name and Home Address of Appointed Resident Agent: _____

3 Required Documents to be Furnished:

- a. List of Vehicles (Section 17-18)
- b. Certificate of Insurance (Section 17-21)
- c. Performance Bond – Garbage Haulers Only (Section 17-22)
- d. License Fee: **Garbage - \$225.00; Refuse - \$75.00** (Section 17-15)
- e. Appointment of Resident Agent, if applicable (Section 17-16)
- f. Equipment Inspection/Certificate from Health Department (Section 17-18)

9/19/14
Date


Signature of Applicant



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/21/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSUR 1004 N Diers Ave Ste 140 PO Box 5884 Grand Island NE 68802-5884	CONTACT NAME: Rosemary Johns PHONE (A/C No. Ext): (308) 382-8000 FAX (A/C No.): (308) 384-3417 E-MAIL ADDRESS: rjohns@insurinc.com														
INSURED O'Neill Transportation & Equipment, LLC; P O Box 2202 Grand Island NE 68802-2202	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Addison Insurance Company</td> <td style="text-align: center;">10324</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Addison Insurance Company	10324	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** CL1472120286 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			60337264	7/25/2014	7/25/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GENL AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG						GENERAL AGGREGATE \$ 2,000,000
A	AUTOMOBILE LIABILITY			60337264	7/25/2014	7/25/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Business Auto Ultra \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR		60337264	7/25/2014	7/25/2015	EACH OCCURRENCE \$ 6,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 6,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			60337264	7/25/2014	7/25/2015	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER (308) 385-4523 City of Grand Island PO Box 1968 Grand Island, NE 68802	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE James Kahzhoff/RKJ
--	--

ACORD 25 (2010/05)
INS025 (201005) 01

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City of Grand Island

Tuesday, September 23, 2014

Council Session

Item G-3

#2014-293 - Approving Preliminary and Final Plat and Subdivision Agreement for Grand Island Mall 16th Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: September 23, 2014

Subject: Grand Island Mall 16th Subdivision – Preliminary & Final Plat

Item #'s: G-3

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

Background

This property is located north of State Street and east of US Hwy 281 in the City of Grand Island, in Hall County, Nebraska. Consisting of (3 Lots) and 8.996 acres.

Discussion

The plat for Grand Island Mall 16th Subdivision, Preliminary & Final Plat was considered by the Regional Planning Commission at the September 3, 2014 meeting.

This item is part of the rezoning application that is also under consideration for this meeting. The same action that occurs with the rezoning application needs to occur with this request.

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

A roll call vote was taken and the motion passed with 8 members present and voting in favor (O'Neill, Ruge, Hayes, Reynolds, Heckman, Huisman, Bredthauer and Connelly) and no members abstaining.

Alternatives

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

1. Move to approve
2. Refer the issue to a Committee

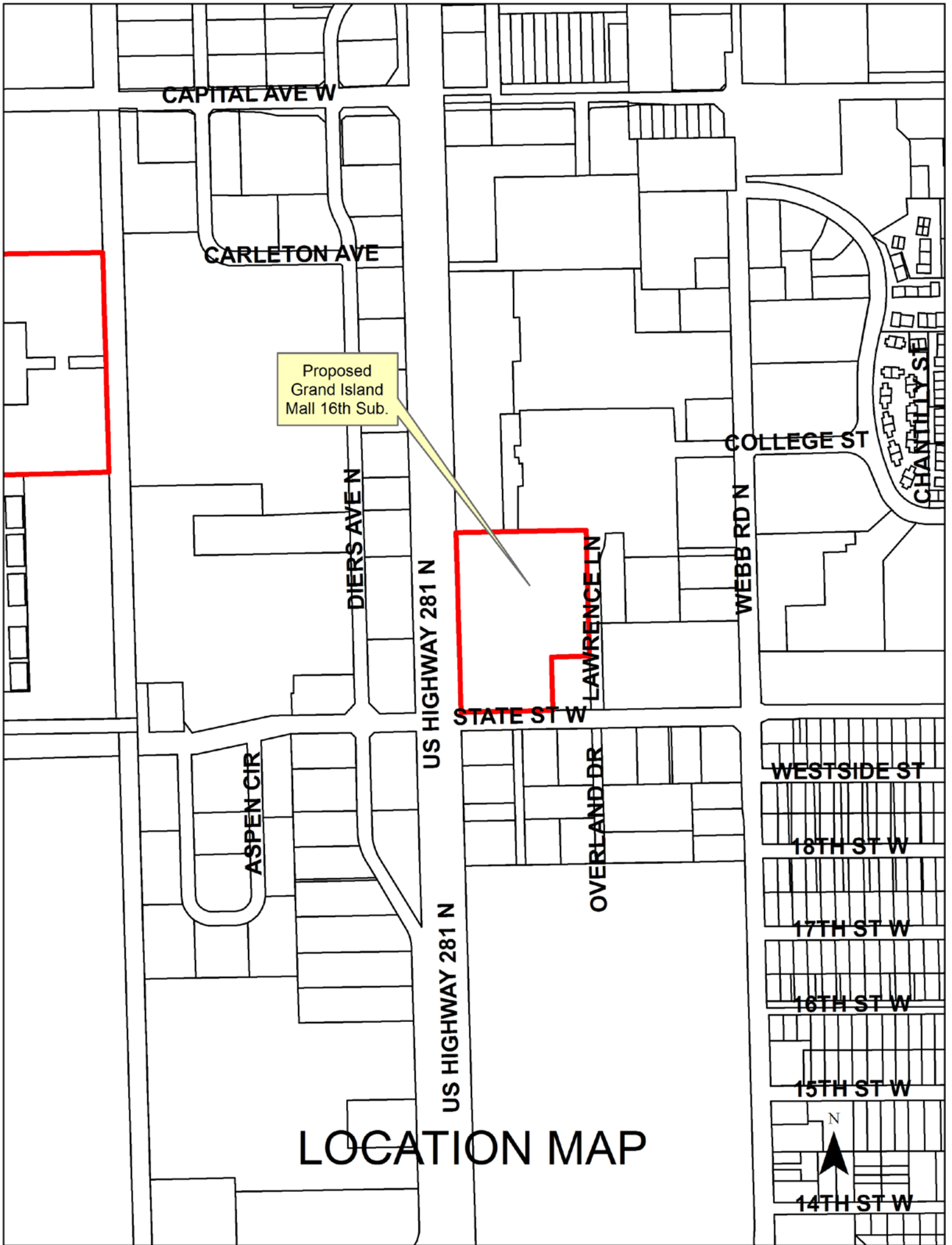
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve as recommended.



EIG Grand Island L.L.C.
Developer/Owner

Robert Sutton, Chief Investment Officer
111 E Wayne Suite 800
Fort Wayne, IN 46802

To create 3 lots located north of State Street and east of US Hwy 281, in Grand Island, in the City of Grand Island, in Hall County, Nebraska.

Size: 8.996 acres

Zoning: CD – Commercial Development

Road Access: City Roads

Water Public: City water is available.

Sewer Public: City sewer is available.



August 20, 2014

Dear Members of the Board:

RE: Preliminary & Final Plat – Grand Island Mall 16th Subdivision

For reasons of Section 19-923 Revised Statutes of Nebraska, as amended, there is herewith submitted a final plat of Grand Island Mall 16th Subdivision, located in the City of Grand Island, in Hall County Nebraska.

This final plat proposes to create 3 lots, on a tract of land comprising all of Lot One (1), Grand Island Mall Twelfth Subdivision, in the City of Grand Island, Hall County, Nebraska, said tract containing 8.996 acres.

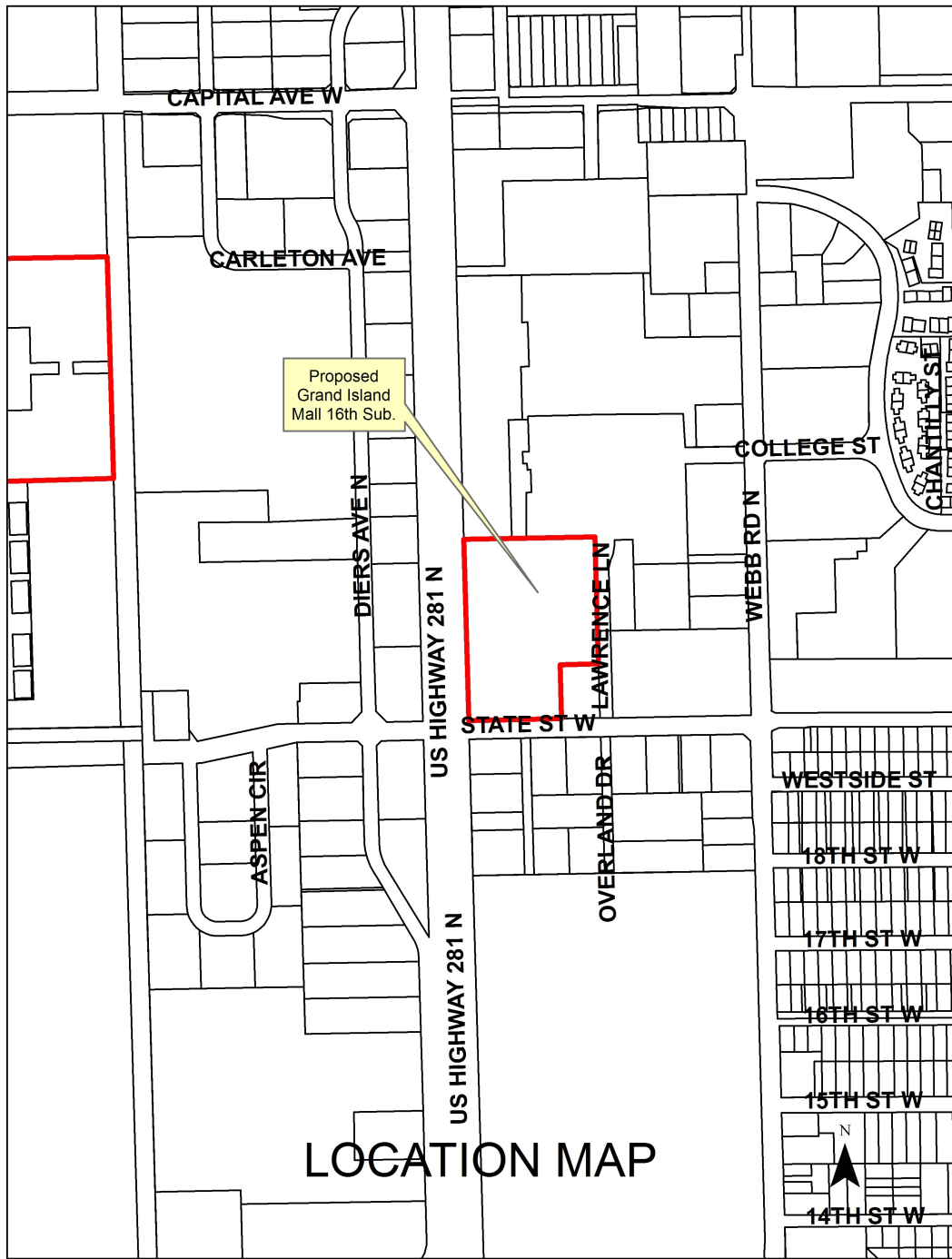
You are hereby notified that the Regional Planning Commission will consider this final plat at the next meeting that will be held at 6:00 p.m. on September 3, 2014 in the Council Chambers located in Grand Island's City Hall.

Sincerely,

Chad Nabity, AICP
Planning Director

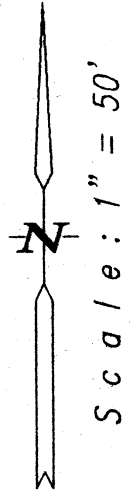
Cc: City Clerk
City Attorney
City Public Works
City Building Department
City Utilities
Manager of Postal Operations
Rockwell & Associates LLC

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

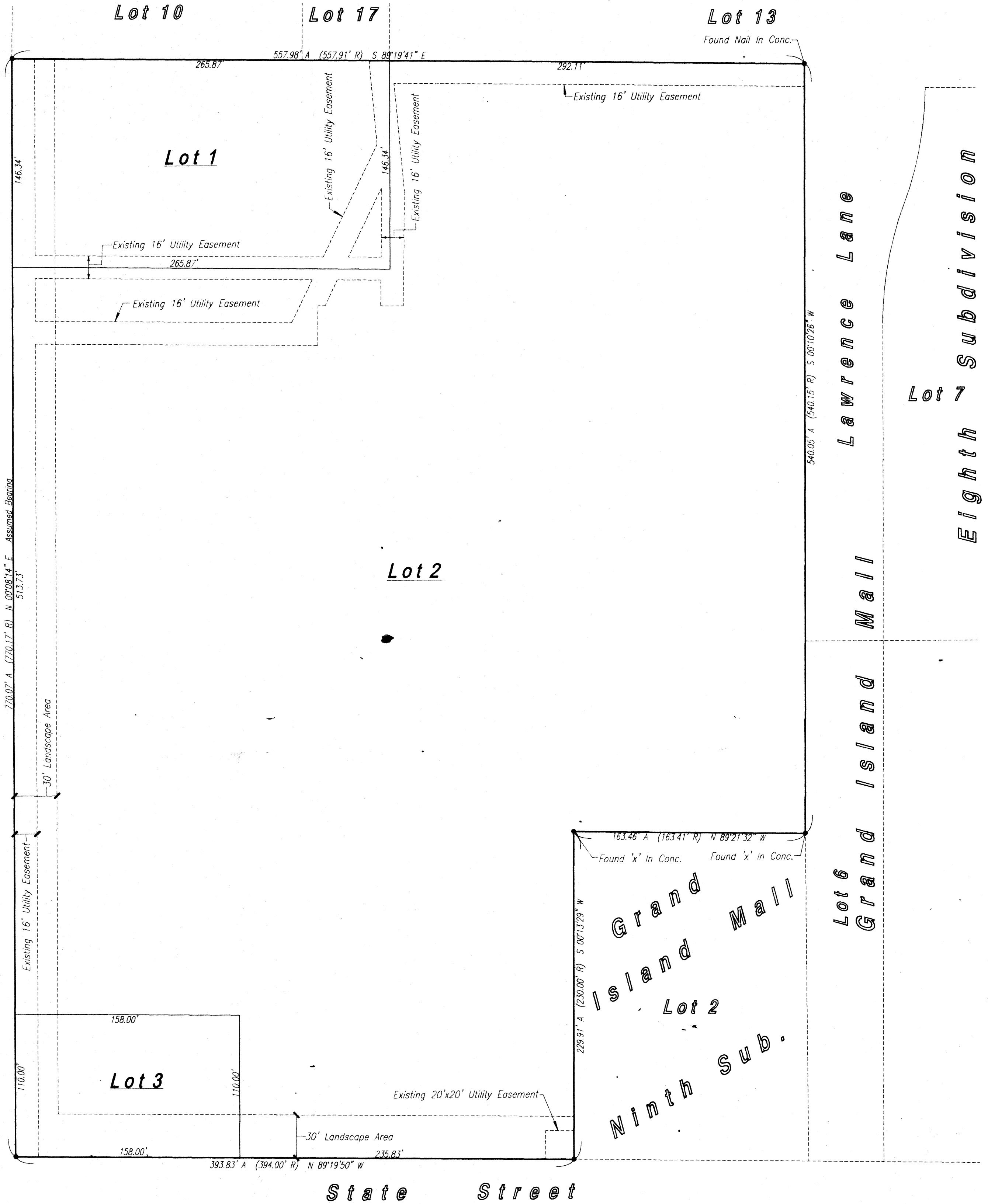


LOCATION MAP

Grand Island Mall Eighth Subdivision



U.S. Highway No. 281



LEGEND

- - Indicates 1/2" Iron Pipe Found Unless Otherwise Noted
- - Indicates 1/2" Iron Pipe Placed Unless Otherwise Noted
- A - Indicates ACTUAL Distance And Bearing
- R - Indicates RECORDED Distance And Bearing

GRAND ISLAND MALL SIXTEENTH SUBDIVISION
IN THE CITY OF GRAND ISLAND, NEBRASKA

RESOLUTION 2014-293

WHEREAS Super Market Developers, Inc., being the owner of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as "SKAG-WAY THIRD SUBDIVISION", to be laid out into 2 lots, a Replat of all of Lot 1 of Skag-Way 2nd Subdivision and all of Lot 3 of Skag-Way Subdivision, in the City of Grand Island, Hall County, Nebraska, West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska, and has caused a plat thereof to be acknowledged by it; and

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 23, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 19, 2014	☐ City Attorney



City of Grand Island

Tuesday, September 23, 2014

Council Session

Item G-4

#2014-294 - Approving Final Plat and Subdivision Agreement for Skag-Way Third Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: September 23, 2014
Subject: Skag-Way 3rd Subdivision – Final Plat
Item #'s: G-4
Presenter(s): Chad Nability AICP, Regional Planning Director

Background

This property is located north of State Street and east of Broadwell Ave., in the City of Grand Island, in Hall County, Nebraska. Consisting of (2 Lots) and 12.01 acres.

Discussion

The plat for Skag-Way 3rd Subdivision Final Plat was considered by the Regional Planning Commission at the September 3, 2014 meeting.

The attached subdivision agreement includes a number of non-standard items to layout a process and understanding between the developer and the City regarding redevelopment of this site.

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

A roll call vote was taken and the motion passed with 8 members present and voting in favor (O'Neill, Ruge, Hayes, Reynolds, Heckman, Huisman, Bredthauer and Connelly) and no members abstaining.

Alternatives

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

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date

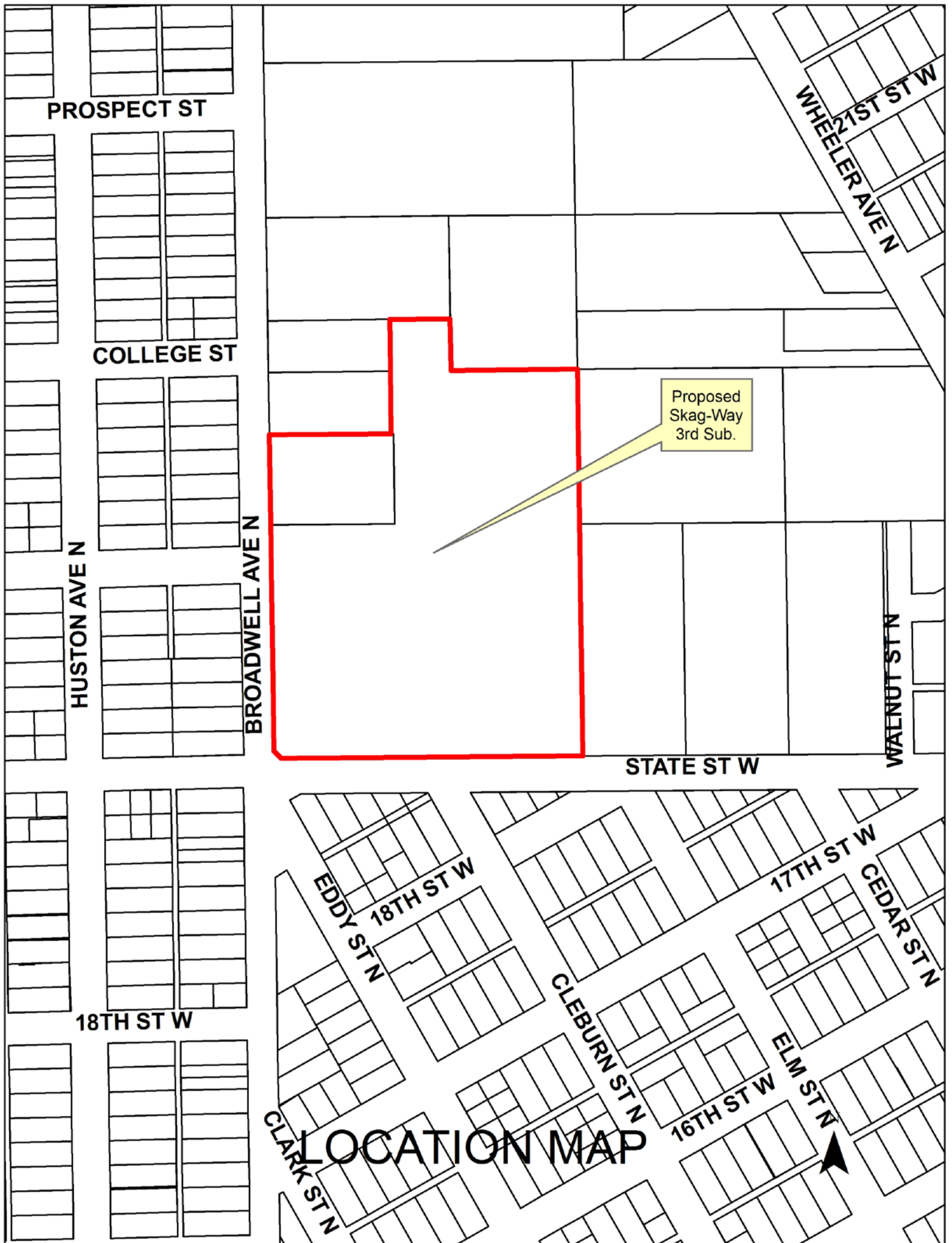
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve as recommended.



**Super Market Developers, INC
Developer/Owner**

Super Market Developers, Inc
5000 Kansas Ave
Kansas City KS 66106

To create 2 lots located north of State Street and east of Broadwell Ave., in the City of Grand Island, in Hall County, Nebraska.

Size: 12.01 acres

Zoning: B2 – General Business Zone.

Road Access: City Roads

Water Public: City water is available.

Sewer Public: City sewer is available.



August 20, 2014

Dear Members of the Board:

RE: Final Plat – Skag-Way Third Subdivision

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

This final plat proposes to create 2 lots, a replat of all of Lot 1 of Skag-Way 2nd Subdivision & all Lot 3 of Skag-Way Subdivision in the City of Grand Island, Hall County, Nebraska, said tract containing 8.996 acres.

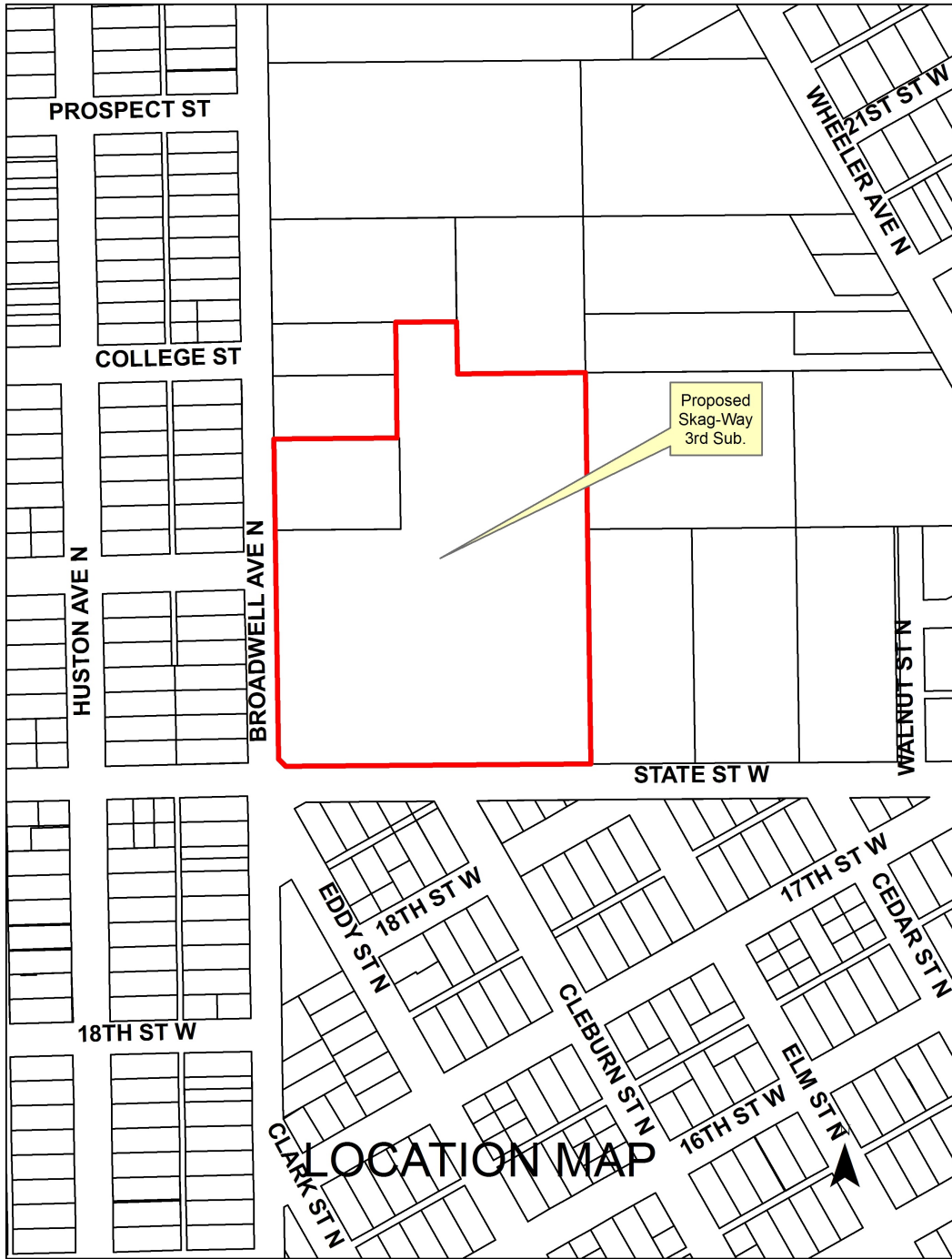
You are hereby notified that the Regional Planning Commission will consider this final plat at the next meeting that will be held at 6:00 p.m. on September 3, 2014 in the Council Chambers located in Grand Island's City Hall.

Sincerely,

Chad Nabity, AICP
Planning Director

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

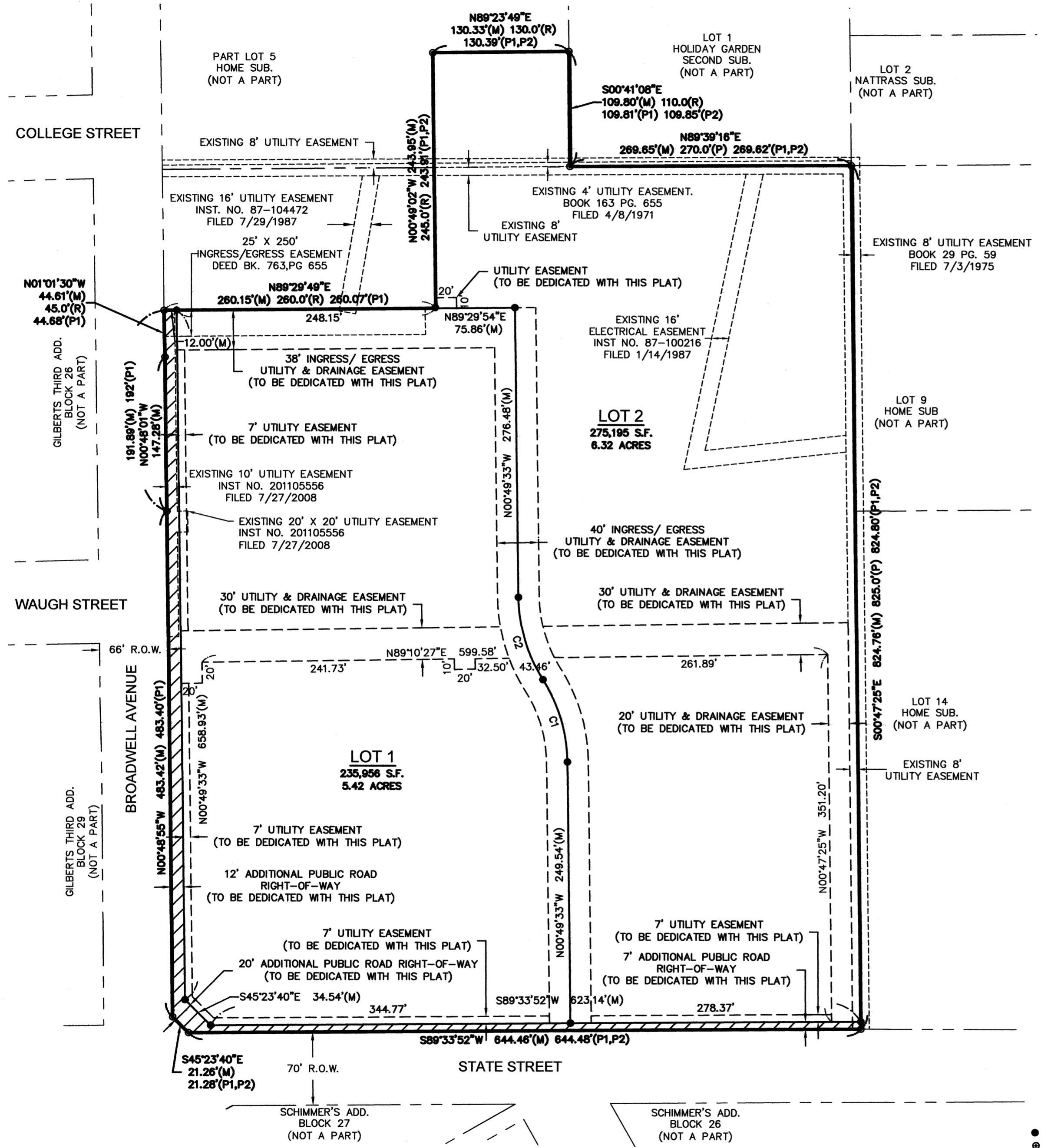
This letter was sent to the following School Districts 1R, 2, 3, 19, 82, 83, 100, 126.



SKAG-WAY THIRD SUBDIVISION

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

FINAL PLAT



LEGAL DESCRIPTION

A REPLAT OF ALL OF LOT 1 OF SKAG-WAY 2ND SUBDIVISION & ALL OF LOT 3 OF SKAG-WAY SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID REPLAT CONTAINS A CALCULATED AREA OF 523,329 SQUARE FEET OR 12.01 ACRES MORE OR LESS OF WHICH 0.30 ACRES IS NEW DEDICATED ROAD ROW.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON _____, 2014, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A REPLAT OF ALL OF LOT 1 OF SKAG-WAY 2ND SUBDIVISION & ALL OF LOT 3 OF SKAG-WAY SUBDIVISION, SECTION NINE (9), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

JAI JASON ANDRIST, REGISTERED LAND SURVEYOR NUMBER, LS-630

DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT SUPER MARKET DEVELOPERS, INC. BEING THE OWNER OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "SKAG-WAY THIRD SUBDIVISION" BEING A REPLAT OF ALL OF LOT 1 OF SKAG-WAY 2ND SUBDIVISION & ALL OF LOT 3 OF SKAG-WAY SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND DO HEREBY DEDICATE THE EASEMENTS, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE FOR PUBLIC SERVICE UTILITIES, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS THERETO, AND HEREBY PROHIBITING THE PLANTING OF TREES, BUSHES AND SHRUBS, OR PLACING OTHER OBSTRUCTIONS UPON, OVER, ALONG OR UNDERNEATH THE SURFACE OF SUCH EASEMENTS; AND THAT THE FOREGOING SUBDIVISION IS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT _____, THIS ____ DAY OF _____, 2014.

SUPER MARKET DEVELOPERS, INC.
JERRY GARLAND

ACKNOWLEDGMENT

STATE OF NEBRASKA
COUNTY OF HALL
ON THIS ____ DAY OF _____, 2014, BEFORE ME _____, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED JERRY GARLAND, SUPER MARKET DEVELOPERS, INC. TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSONS WHOSE SIGNATURES ARE AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT _____, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____
NOTARY PUBLIC

APPROVAL

SUBMITTED TO AND APPROVED BY THE REGIONAL PLANNING COMMISSION OF HALL COUNTY, CITIES OF GRAND ISLAND, WOOD RIVER, AND THE VILLAGES OF ALDA, CAIRO, AND DONIPHAN, NEBRASKA.

CHAIRMAN _____ DATE _____

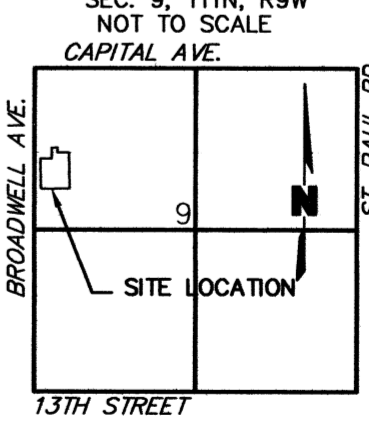
APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA
THIS ____ DAY OF _____, 2014.

MAYOR _____
CITY CLERK _____

LEGEND

- SET CORNER
- FOUND CORNER (1/2" IRON PIPE UNLESS NOTED)
- EXISTING PROPERTY LINE
- PROPERTY LINE
- ADDITIONAL PUBLIC ROAD RIGHT-OF-WAY
- - - EXISTING EASEMENT LINE
- - - EASEMENT LINE
- M MEASURED DISTANCE
- P HOME SUBDIVISION PLATTED DISTANCE
- P1 SKAG-WAY SUBDIVISION PLATTED DISTANCE
- P2 SKAG-WAY SECOND SUBDIVISION PLATTED DISTANCE
- R RECORDED DISTANCE

LOCATION MAP



OWNERS: SUPER MARKET DEVELOPERS, INC.
SUBDIVIDER: SUPER MARKET DEVELOPERS, INC.
SURVEYOR: OLSSON ASSOCIATES
ENGINEER: OLSSON ASSOCIATES
NUMBER OF LOTS: 2

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

PROJECT NO. 2014-0304
SKAG-WAY THIRD
FB HALL CO.

CURVE TABLE					
CURVE #	DELTA	RADIUS	DIRECTION	LENGTH	CHORD
C1	31°47'18"	150.00'	N16°43'12"W	83.22'	82.16'
C2	31°47'18"	150.00'	N16°43'12"W	83.22'	82.16'

DWG: F:\projects\014-0304_PBIN\Final\Plat\0140304_FP-revised2.dwg USER: lwheeler
 DATE: Aug 27, 2014 8:23am XREFS: 0140304_ROW 0140304_XTOPO

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

SKAG-WAY THIRD SUBDIVISION
(Lots 1 and 2)

In the City of Grand Island, Nebraska

The undersigned, SUPER MARKET DEVELOPERS, INC., hereinafter called the Subdivider, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

A replat of all of Lot One (1) of Skag-Way 2nd Subdivision and all of Lot Three (3) of Skag-Way Subdivision, City of Grand Island, Hall County, Nebraska. Said replat contains a calculated area of 523,329 square feet or 12.01 acres more or less of which 0.30 acres is new dedicated road row;

desires to have subdivided as a subdivision the foregoing tract of land located within the corporate limits of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known as SKAG-WAY THIRD SUBDIVISION, designating explicitly the land to be laid out and particularly describing the lots, easements, and streets belonging to such subdivision, with the lots designated by number, easements by dimensions, and streets by name,

and proposes to cause the plat of such subdivision when finally approved by the Regional Planning Commission and the City Council to be acknowledged by such owner, certified as to accuracy of survey by a registered land surveyor, and to contain a dedication of the easements to the use and benefit of public utilities, and of the street to the use of the public forever. In consideration of the acceptance of the plat of said SKAG-WAY THIRD SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island, Nebraska, that it will install or provide at its expense the following improvements:

1. **Paving.** The Subdivider agrees to waive the right to object to the creation of any paving or repaving district for State Street or Broadwell Avenue where they abut the subdivision.

The Subdivider agrees to dedicate sufficient right of way for Waugh Street on the west side of Broadwell Avenue to accommodate moving the street in conjunction with plans and specifications approved by the Director of Public Works. Additionally, the Subdivider agrees to pay fifty percent (50%) of the costs of such relocation to the City at such time as the relocation of Waugh Street is complete.

2. **Water.** Public water supply is available to the subdivision, and all new structures requiring service shall be connected to such water supply.

3. **Sanitary Sewer.** Public sanitary sewer is available to the subdivision, and all new structures requiring service shall be connected to such sanitary sewer supply.

4. **Storm Drainage.** The Subdivider agrees to provide and maintain positive drainage from all lots, according to the drainage plan, so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works.

5. **Sidewalks.** The Subdivider shall maintain all public sidewalks required by the City of Grand Island.

6. **Landscaping.** The Subdivider agrees to comply with the requirements of the Landscaping Regulations of the City of Grand Island, and plans as submitted to and approved by the City's Building Department.

7. **Redevelopment and Demolition of Existing Structures.** The intent of the Subdivider is to redevelop this property by demolishing three existing buildings and constructing new buildings. During the course of this redevelopment it is anticipated that the property involved will not conform in a strict sense with all of the zoning regulations adopted by the City of Grand Island. In order to facilitate redevelopment, the Subdivider and the City agree that certain aspects of the zoning regulations detailed herein may be waived during redevelopment. This waiver will be valid only as long as the outlined schedule for construction and demolition is followed, but not longer than July 1, 2016. All existing buildings referenced below are shown on the attached "Exhibit A".

The City agrees not to withhold or delay a building permit for this project due to the existence of Building C crossing the property line between Lots One (1) and Two (2) of Skag-Way 3rd Subdivision. Prior to the issuance of a building permit, the Subdivider shall submit a set of building plans that are in compliance with current building and fire code. By approval of this agreement, Council is deemed to have granted permission for issuance of this building permit.

The Subdivider agrees to obtain all required permits and fully demolish Buildings A and B on Lot One (1) of Skag-Way 3rd Subdivision prior to obtaining any permit(s) for new building(s) on said Lot One (1).

The Subdivider further agrees to demolish Building C no later than one hundred twenty (120) days after issuance of the occupancy certificate for the new building to be located on the northerly side of Lot One (1) of Skag-Way 3rd Subdivision. In no event shall the demolition of the existing Building C be extended past July 1, 2016, should a building permit be issued for and construction begin on a new building at the northerly end of Lot One (1) of this subdivision. The City agrees not to withhold or delay issuance of an occupancy certificate for the proposed new building on Lot One (1) of Skag-Way 3rd subdivision until parking spaces or landscaping that cannot be completed until Building C is demolished.

The Subdivider further agrees to provide the required parking and landscaping for the building on the northerly end of Lot One (1) within one hundred twenty (120) days of the demolition of Building C.

Building D on Lot Two (2) is not part of this agreement and may remain as a principal or accessory use on the property or be removed from the property at the discretion of the Subdivider and upon receiving any necessary permits.

8. **Parking Lot.** The Developer agrees to provide sufficient parking stalls within this development to comply with the §36-104 (F) 2 of the Grand Island City Code that allows for alternative parking lot landscaping for parking lots with more than 500 spaces. The 500 spaces may be shared across Lots 1 and 2 of this subdivision.

9. **Easements.** Any easements shall be kept free of obstructions and the Subdivider shall indemnify the City for any removal or repair costs caused by any obstructions. In addition, the duty to maintain the surface of any easements to keep them clear of any worthless vegetation or nuisance shall run with the land.

10. **Engineering Data.** All final engineering plans and specifications for public improvements shall bear the signature and seal of a professional engineer registered in the State of Nebraska and shall be furnished by the Subdivider to the Department of Public Works for approval prior to contracting for construction of any improvements. Inspections of improvements under construction shall be performed under the supervision of a professional engineer registered in the State of Nebraska, and upon completion shall be subject to inspection and approval by the Department of Public Works prior to acceptance by the City of Grand Island. An "as built" set of plans and specifications including required test results bearing the seal and signature of a professional engineer registered in the State of Nebraska shall be filed with the Director of Public Works by the Subdivider prior to acceptance of these improvements by the City.

11. **Warranty.** The undersigned owner, as Subdivider, warrants that it is the owner in fee simple of the land described and proposed to be known as SKAG-WAY THIRD SUBDIVISION, and that an abstract of title or title insurance commitment will be submitted for examination, if necessary, upon request of the City of Grand Island.

12. **Successors and Assigns.** This agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs, devisees, and legatees. Where the term "Subdivider" is used in this agreement, the subsequent owners of any lots in the subdivision shall be responsible to perform any of the conditions of this agreement if the Subdivider has not performed such conditions.

Dated _____, 2014.

SUPER MARKET DEVELOPERS, INC. ,
Subdivider

By: _____
Jerry Garland

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jerry Garland, Super Market Developers, Inc., known personally to me to be the identical person who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of Super Market Developers, Inc.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: _____
Jay Vavricek, Mayor

Attest: _____

RaNae Edwards, City Clerk

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2014, before me, the undersigned,, a Notary Public in and for said County and State, personally came Jay Vavricek, Mayor of the City of Grand Island, Nebraska, a municipal corporation, known to me to be such officer and the identical person who signed the foregoing Subdivision Agreement and acknowledged that the foregoing signature was his voluntary act and deed pursuant to Resolution 2014-_____, and that the City's corporate seal was thereto affixed by proper authority.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____



COLLEGE STREET

BUILDING D

WAUGH STREET

BUILDING B

BUILDING A

BUILDING C

BROADWELL AVENUE

LOT 1

LOT 2

STATE STREET

CLEBURN STREET

38' INGRESS/EGRESS,
UTILITY & DRAINAGE EASEMENT

7' UTILITY
EASEMENT

30' UTILITY &
DRAINAGE EASEMENT

30' UTILITY &
DRAINAGE EASEMENT

20' UTILITY &
DRAINAGE EASEMENT

12' ADDITIONAL
RIGHT-OF-WAY

7' UTILITY
EASEMENT

7' ADDITIONAL
RIGHT-OF-WAY

7' UTILITY
EASEMENT

20' 20'

40' INGRESS/EGRESS,
UTILITY & DRAINAGE EASEMENT

7' UTILITY
EASEMENT



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

RESOLUTION 2014-294

WHEREAS Super Market Developers, Inc., being the owner of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as "SKAG-WAY THIRD SUBDIVISION", to be laid out into 2 lots, a Replat of all of Lot 1 of Skag-Way 2nd Subdivision and all of Lot 3 of Skag-Way Subdivision, in the City of Grand Island, Hall County, Nebraska, West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska, and has caused a plat thereof to be acknowledged by it; and

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 23, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 19, 2014	☐ City Attorney



City of Grand Island

Tuesday, September 23, 2014

Council Session

Item G-5

#2014-295 - Approving Fiscal Year 2014-2015 VOCA Grant Award

Staff Contact: Steve Lamken - Police Chief

Council Agenda Memo

From: Captain Dean Elliott, Police Department
Meeting: September 23, 2014
Subject: Fiscal 2014-2015 VOCA Grant Award
Item #'s: G-5
Presenter(s): Chief Steven Lamken, Police Department
Captain Dean Elliott, Police Department

Background

This grant award represents the 12th year that the Grand Island Police Department has operated a Victim's Assistance Unit.

The Grand Island Police Department has been awarded a 2014 Victim of Crime Act (VOCA) Grant in the amount of \$57,471.00 from the Nebraska Commission on Law Enforcement and Criminal Justice. The city and county share the match (cash and in-kind) for this grant in the amount of \$14,368.00 The program period for this grant is from 10-1-14 through 9-30-15.

Discussion

A requirement for acceptance of the grant is that the grant award and special conditions document is signed by the Mayor. The Grand Island Police Department is requesting that the listed grant award be signed for the acceptance of the award. The documentation needs to be returned to the Nebraska Crime Commission by September 28, 2014.

Alternatives

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

1. Approve the award and accept the VOCA grant funds.
2. Direct the police department to reject the grant award.

Recommendation

City Administration recommends that the Council approve the award and accept the 2014 VOCA grant funding in the amount of \$57,471.00.

Sample Motion

Move to approve the award and accept the 2014 Victims of Crime Act (VOCA) grant funding for fiscal year 2015.

Federal Grant Award

Subgrantee: City of Grand Island 14-VA-220	Federal Grant Number: 2014-VA-GX-0030 Department: Department of Justice Federal Program: OVC FY14 VOCA Victim Assistance Formula	Date of Award 07/18/2014	CFDA # 16.575
Project Title: Grand Island/Hall County Victim Assistance Program		Grant Amount Federal \$ 57,471 Match \$ 14,368 Total \$ 71,839	

Approved Budget for Project

CATEGORY	FEDERAL SHARE	MATCH SHARE	TOTAL PROJECT COST
Personnel	\$ 57,471	\$ 6,323	\$ 63,794
Consultants/Contracts			
Travel			
Supplies/Operating/Expenses		\$ 7,132	\$ 7,132
Equipment		\$ 913	\$ 913
Other			
Total Amount	\$ 57,471	\$ 14,368	\$ 71,839
% Contribution	80 %	20 %	100%

This award is subject to the General and Fiscal Conditions established by the Nebraska Commission on Law Enforcement and Criminal Justice and to the special conditions enclosed with this award as indicated below.

The grant period will be from 10/01/2014 to 09/30/2015 except as authorized by the Commission. To be a valid grant, this Grant Award must be signed and returned to the Commission within 30 days of receipt.

The subgrantee hereby attests and affirms that the required cash match will be designated, appropriated, and expended for the project within the duration of the Grant period.

This award is subject to special conditions (enclosed).


 Signature of Executive Director or Representative


 Signature of Project Director

Darrell Fisher, Executive Director
 Typed Name and Title 02 Sept. 2014
Date

Dean Elliott, Captain 9/5/14
Date
 Typed Name and Title

 Signature of Authorized Official
 (Mayor, County Board Chairman, Chair of non-profit Board etc.)

 Signature of Financial Officer
 (County Treasurer, City Clerk, etc.)

Jay Vavricek, Mayor 9/5/14
Date
 Typed Name and Title

Jaye Monter, Finance Director 9/5/14
Date
 Typed Name and Title

Subgrant Special Conditions – Program

Distribution:
*Original to Commission
 One copy to
 Subgrantee*

Subgrantee: City of Grand Island	Subgrant Number: 14-VA-220
CFDA 16.575 Nebraska’s VOCA Victim Assistance Formula Grant Program 2014-VA-GX-0030 Dept. of Justice, Office for Victims of Crime	Subgrant Title: Grand Island/Hall County Victim Assistance Program

This contract is subject to the standard conditions agreed to in the original application and the signed Certified Assurances. In addition, the subrecipient must comply with the Office of Justice Programs current edition of "Financial and Administrative Guide for Grants" (OJP M 7100.1C), Federal Program Guidelines and the Nebraska Commission on Law Enforcement and Criminal Justice (Crime Commission) Guidelines and the following special conditions:

1. Audits: All audits will comply with the Single Audit Act of 1984, as amended. Audits for private non-profit agencies shall comply with Circular A-133.

Agencies and organizations receiving federal funds from various sources totaling \$500,000 or more during their Fiscal Year are required to have an annual audit. Total cost of the audit must be prorated among funding sources. Agencies and organizations receiving federal funds from various sources totaling less than \$500,000 during their Fiscal Year are not required to have an annual audit. However, a complete agency audit complying with the Single Audit Act of 1984, as amended, is highly recommended once every three years for private non-profit agencies receiving funding from the Crime Commission.

ONE Copy of the audit that includes a **Letter of Findings** is required to be submitted to the Crime Commission, if they are not part of the audit.

Authorized representatives of the Crime Commission and the federal agencies associated with the federal funding source shall have access to and the right to examine all records, books, papers or documents related to this grant for the purpose of audit and examinations. All records shall be retained for five (5) years from the date of the final fiscal report unless an audit is in progress or the findings of a completed audit have not been resolved satisfactorily.

2. Acceptance of Grant Award and Special Conditions
 - a. **Grant Award** must be accepted; signed by the subrecipient’s authorized official, the director of the project and the fiscal officer; and, returned to the Crime Commission within thirty (30) days from the date the Grant Award is mailed to the subgrantee.
 - b. **Special Conditions** must be accepted, signed by the subrecipient’s authorized official, director of the project, and the fiscal officer, and returned to the Crime Commission within thirty (30) days from the date the Special Conditions are mailed to the subrecipient.
 - c. Subrecipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The subrecipient must maintain a Data Universal Numbering System (DUNS) number.
 - d. Subrecipients receiving payments from the Crime Commission are required to receive payments via the Automated Clearing House (ACH) payment. New subrecipients must complete paperwork to sign up for ACH payment and can find the form at <http://www.hhs.state.ne.us/forms/EFT.pdf>. This must be completed before funds can be received.

_____ initials of Authorized Official

3. Accounting Procedures:

- a. Subrecipient shall implement and maintain an accounting system which accurately reflects income received expenditures, and documentation of expenditures. Each source of income must be accounted for separately and a clear audit trail for each source of funding must be maintained.
- b. Any award with matching funds, both cash or in-kind, must document match in the agency's accounting system. Match need not be applied at the exact time or in the required proportion to the obligation of Federal funds. However, the full matching share must be obligated by the end of the project period.
- c. A private non-profit agency awarded funds shall have two (2) members of the Board of Directors review, on a quarterly basis, all expenditures for the agency. This review shall include, but is not limited to, checks written for the period, deposits, assurance of a balanced checkbook, review of the entries in the agency's ledgers and review of the income received from funding agencies and donations.
- d. If at any time an impropriety is found in the accounting or use of any funds received by the subrecipient, the Crime Commission must be notified immediately and informed about how the agency will address the problem.
- e. Subrecipients will maintain time records that comply with the Office of Management and Budget (OMB) A-87 Circular to clearly document the hourly activity of each grant funded or match funded position to show the actual percentage of time charged to the funding source. Records will be maintained by the subrecipient to document any differences between budgeted and actual federal and match personnel grant costs. Timesheets for grant funded positions should include the signature of the employee and their supervisor. Volunteer positions used as match are to be documented and, to the extent feasible, supported by the same methods used for employees. Please refer to the following website for further details on OMB circulars <http://www.whitehouse.gov/omb/circulars/>.
- f. Office of Justice Program Financial Guidelines and Federal and/or State guidelines must be followed for the purchase of equipment and or services and for the property management or disposal of equipment purchased with Federal funds. Property records for equipment purchased must be maintained which include a description, serial number, source, title holder, acquisition date, cost, percentage of federal dollars funded, location, and use and condition of the equipment. Subrecipients must adhere to written procurement procedures. If the agency does not have these they should defer to the State's procurement guidelines located at <http://www.das.nebraska.gov/accounting>.
- g. Subrecipients agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such use being consistent with the conditions of the award, the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R. Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110).

4. Reporting Requirements:

- a. **Grant Activity Summary Reports** are required **quarterly**. Reports are due by the 15th of the month following the end of each quarter during the grant period.
- b. **Cash Reports** are required **quarterly**. Reports are due by the 15th of the month following the end of each quarter during the grant period as well as the final Cash Report reflecting the total grant expenditures at the end of the grant period.
- c. **Regardless of the start date of the grant project**, quarterly reports are due for normal quarters as listed.
 - Jan. – March
 - April – June
 - July – Sept.
 - Oct. – Dec.

_____ initials of Authorized Official

d. When the 15th falls on a holiday, Saturday or Sunday all reports are due the prior working day.

5. Use of Federal Grant Funds

- a. Federal grant funds will not be used to supplant State, local or any other funds that would otherwise be available. The agency's budget cannot decrease as a result of grant dollars. If an existing employee is assigned to this project and their salary is paid with grant funds, his or her position must be backfilled. The agency's personnel cannot decrease as a result of this grant project.
- b. No State/Federal grant funds shall be used for costs existing prior to or after the grant period.
- c. No indirect costs shall be allowed. Indirect cost is defined as payment for grant management services, accounting services, grant securing services, or any other costs of an organization that are not readily assignable to a particular project.
- d. Federal and matching funds are to be used for the purpose stated in the approved grant application. Any changes must be approved by the Crime Commission prior to the change taking place.
- e. Federal funds cannot be used for lobbying. If matching funds are used for lobbying, a disclosure report shall be submitted to the Crime Commission.
- f. No other Federal funds shall be used to meet the match requirement.
- g. No Federal funds will be used for land acquisition.
- h. No Federal funds are to be used for entertainment, fines and penalties, Visa fees, Passport charges, bar charges/Alcoholic beverages, or membership fees.
- i. Crime Commission funding cannot be placed in interest bearing accounts by private non-profit agencies.
- j. Subrecipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of no food and/or beverages at such events, and costs of attendance. Information on pertinent laws, regulations, policies and guidance is available at <http://www.ovw.usdoj.gov/grantees.html>.

6. Nondiscrimination/Civil Rights

- a. Subrecipient assures it and all its contractors will comply with all applicable nondiscrimination requirements as set forth by federal and state laws. No person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or be denied employment in connection with any activities receiving funds under the Act on the basis of race, color, religion, age, sex, national origin or handicap.
- b. Subrecipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or more beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parent or legal guardians of such students.
- c. In the event a federal or state court or administrative agency makes a finding of discrimination after a due process hearing the recipient of funds will forward a copy of the finding to the Office of Civil Rights Compliance of the Office of Justice Programs in Washington, D.C. Additionally, a copy of the findings is to be sent to the Crime Commission. If required, the subgrantee will formulate an Equal Employment Opportunity Program (EEO) in accordance with 28 CFR 42.301 et. seq.

_____ initials of Authorized Official

- d. Subrecipients, whose projects, personnel or subawards become involved in any litigation, whether civil or criminal, shall immediately notify the Crime Commission and forward a copy of any demand notices, lawsuits, or indictments to the Commission.
 - e. Subrecipient acknowledges that failure to submit an acceptable EEOP (if subrecipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the subrecipient is in compliance.
 - f. Subrecipient must comply with the Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d. Subgrantees receiving Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). Information on the civil right responsibilities, see <http://www.lep.gov>.
 - g. Subrecipient agrees to notify employees and clients, customers, and program participants of prohibited discrimination and the procedures for filing a complaint of discrimination. The subgrantee agrees to have a procedure in place for responding to discrimination complaints that employees and clients, customers, and program participants file directly with the subrecipient.
7. Subrecipient agrees to attend Grant Management Training sponsored by the Crime Commission, as indicated by the grant program.
 8. Subrecipient agrees to comply with any additional requirements that may be imposed as a result of grant performance and that the misuse of award funds may result in a range of penalties, including suspension of current and future funds, recoupment of money provided under an award, and civil and/or criminal penalties.
 9. Subrecipient agrees that any publication (written, visual, or audio) funded in whole or in part with federal or state funds shall contain the following statement: "This project was supported by subgrant No. _____ awarded by the Nebraska Crime Commission and points of view or opinions contained in this document are those of the author and do not necessarily represent the official position or policies of the Commission or the . . . (identify source of federal funds)." When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal or state money, all subrecipients receiving funds shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal or State money, and (2) the dollar amount of Federal or State funds for the project or program.
 10. Subrecipient agrees to obtain advance written approval from the Crime Commission before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyright work, or portion thereof, into a new work developed under this award.
 11. Subrecipient understand and agrees that – (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution or adjudication activities.
 12. If at any time during the grant period the subrecipient is barred from doing business with the Federal Government, the Crime Commission shall be notified by the subgrantee in writing.
 13. All agencies who are participants in the awarded project shall establish and maintain a drug free work-place policy.
 14. Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or agreement to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the Nebraska Crime Commission.

_____ initials of Authorized Official

15. Subrecipients funded for \$25,000 or more and, in certain circumstances, agree to comply with applicable requirements to report the names and total compensation of the five most highly compensated executives of the subrecipient. Such data will be submitted to the Federal Funding Accountability and Transparency Act of 2006 (FFATA), Subaward Reporting System (FSRS). The details of the Crime Commission obligations, which derive from the FFATA, are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award Condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.
16. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the subrecipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
17. Subrecipient agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participations in such activities by individuals receiving services from the grantee or a subgrantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm
18. Subrecipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. Potential fraud, waste, abuse or misconduct should be reported. In addition, the subrecipient must notify the Crime Commission. For more information on how to submit a claim go to www.usdoj.gov/org.
19. Subrecipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such use being consistent with the conditions of the award, the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R. Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110).
20. Subrecipient should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. Subrecipients should consult local counsel in reviewing employment practices and if warranted, an analysis of the use of arrest and conviction records should be incorporated into the subrecipient's Equal Employment Opportunity Plan. More information on Arrest and Conviction Records in Employment Decisions under Title VII of the Civil Rights Act of 1964 (June 2013), is available at http://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.

Use of VOCA Funds

1. Subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Sub grantees, available at <http://www.ojp.gov/funding/ojptrainingguidingprinciples.htm>.
2. Subrecipient assures it will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.

_____ initials of Authorized Official

- a. VOCA funds are to be used to provide direct services to individual crime victims, at no cost to the victim.
- b. VOCA guidelines define a victim as a person who has suffered physical, sexual, financial, or emotional harm as a result of the commission of a crime. The primary purpose of VOCA grant funds is to support the provision of services to victims. Services are those efforts that respond to the emotional and physical needs of crime victims; assist primary and secondary victims of crime to stabilize their lives after victimization; assist victims to understand and participate in the criminal justice system; and, provide victims of crime with a measure of safety and security.

In addition to any previously stated restrictions VOCA funds **cannot be used** for any of the following:

Capital expenditures	Legislative and administrative duties of staff
Community education	Lobbying and administrative advocacy
Crime prevention activities	Needs assessments, surveys, evaluations or studies
Relocation expenses for the victim	
Development of protocols, interagency agreements and other working agreements	Perpetrator rehabilitation and counseling or any other activities involving or relating to perpetrators
Fund-raising activities	Professional services of doctors and lawyers
Individual membership dues	Reimbursement to crime victims for expenses incurred as a result of a crime, including property loss
Witness Management and Notification Systems	
Purchasing or leasing vehicles	Prosecution Activities

- c. Volunteers are to be utilized by the subgrantee throughout the duration of the project. Volunteer services must be documented, and to the extent feasible, by the same methods used by the subgrantee for its paid employees.
- d. At no time shall a victim's name, address, phone number or other identifying information be divulged to another individual or agency unless they are part of the criminal justice or health and human services system unless the victim has given prior voluntary written consent for such release of information.
- e. Subrecipient agrees to collect and report to the Crime Commission statistics and data on services and activities provided. Information on race, sex, nation origin, age, and disability of recipients of assistance will be collected and maintained, where such information is voluntarily furnished by those receiving assistance.
- f. Subrecipient shall cooperate, coordinate and have the active participation and support of law enforcement and criminal justice agencies within the jurisdiction of the assisting agency and will cooperate and coordinate with any coordinated response efforts.
- g. Subrecipient must provide services to victims of federal crimes on the same basis as victims of state/local crimes.
- h. Subrecipient is required to help victims apply for Crime Victims Reparations (CVR) benefits, i.e., identifying and notifying crime victims of the availability of compensation, assisting victim with application forms and procedures, obtaining necessary documentation, and/or checking on claim status. Victim is responsible for mailing CVR claims to the Crime Commission but subgrantee may provide the envelope and stamp.
- i. Subrecipient is required to provide information to victims about Victim Information and Notification Everyday (VINE), assist victims in registering with the VINE system and promote awareness about VINE.

Victim Witness Programs - Use of Federal VOCA Funds

- a. The purpose of a victim witness program is to advocate for victims and provide timely assistance to individual victims of crime. Advocacy should begin within 72 hours or the next business day after the incident for all serious crimes (homicide, sexual assault, assaults) and most crimes against the elderly. Victim Witness Units located in County Attorney offices are to have a process in place to receive law enforcement incident reports for victims of serious crimes and crimes against the elderly so that advocacy can begin within 72 hours or sooner.
- b. VOCA funds are **not** for the purpose of providing services to businesses **unless** an individual or individuals within the business is a victim of a crime.

_____ initials of Authorized Official

- c. Policies and procedures are required that include when and how victim contact will be made and when and how follow up contact will be made.
- d. VOCA funding will be in jeopardy if all victims of serious crimes and most crimes against the elderly are not provided advocacy services in a timely manner and if funds are used for any activities or expenses that are the responsibility of the prosecutor or law enforcement agency.

I have read the above Special Conditions and understand they are part of the binding Grant Award.

Signature of Authorized Official _____ Date _____

Note: The Authorized Official is the Mayor, Chair of County Board or City Council or the Board Chair of a Private Non-profit Agency. The Director of the Agency is NOT considered the authorized official for the signing of these Special Conditions.

Signature of Agency Director *Steve Rankin* Date 9-5-14

Signature of Project Director *Dan P. Elliott* Date 9-5-14

Signature of Fiscal Officer _____ Date _____

_____ initials of Authorized Official

RESOLUTION 2014-295

WHEREAS, the Police Department of the City of Grand Island received notification that it will receive a 2014 Victims of Crime Act (VOCA) grant in the amount of \$57,471.00 from the Nebraska Commission on Law Enforcement and Criminal Justice; and

WHEREAS, in acceptance of the grant, the City of Grand Island and Hall County share the match for this grant in the amount of \$14,368.00; and

WHEREAS, the amount awarded is to be used by the Grand Island Police Department in accordance with criteria established by the grant program, and

WHEREAS, the Mayor of the City of Grand Island is required to sign the grant in acceptance of the same.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the grant funds awarded to the Police Department of the City of Grand Island in the amount of \$57,471.00 through the Nebraska Commission on Law Enforcement and Criminal Justice is hereby approved.

BUT IS FURTHER RESOLVED, that the Mayor is here by authorized and directed to execute such grant on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 23, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 19, 2014	☐ City Attorney



City of Grand Island

Tuesday, September 23, 2014

Council Session

Item G-6

#2014-296 - Approving Acquisition of Drainage Easement in Section 29, Township 11 North, Range 9 (Saint Leo's Church of Grand Island – 2410 S Blaine St)

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

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

RESOLUTION 2014-296

WHEREAS, a drainage easement is required by the City of Grand Island, from Saint Leo's Church of Grand Island in the West Half of the Northeast Quarter (W ½, NE ¼) of Section Twenty Nine (29), Township Eleven (11) North, Range Nine (9) West of the Sixth Principal Meridian, Hall County, Nebraska and more particularly described as follows:

THE WEST SIXTEEN (16) FEET OF THE EAST FORTY NINE (49) FEET OF THE NORTH FOUR HUNDRED EIGHTY (480) FEET OF SAID UNPLATTED TRACT. SAID PERMANENT DRAINAGE EASEMENT CONTAINS 7,680 SQUARE FEET MORE OR LESS.

WHEREAS, an Agreement for the drainage easement 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 Agreement for the drainage easement on the above described tract of land.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 23, 2014.

Jay Vavricek, Mayor

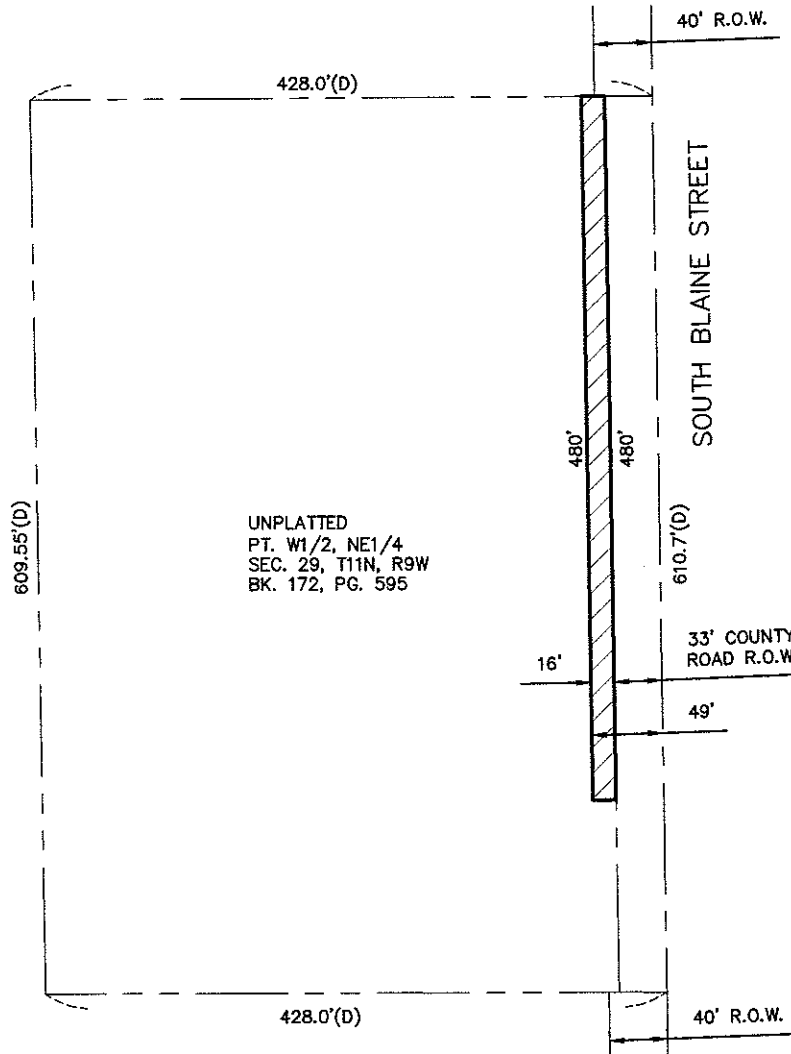
Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 19, 2014	☐ City Attorney

PERMANENT DRAINAGE EASEMENT

PT. W1/2, NE1/4 SEC. 29, T11N, R9W
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA



UNPLATTED
PT. W1/2, NE1/4
SEC. 29, T11N, R9W
BK. 172, PG. 595

- PERMANENT EASEMENT
- SECTION LINE
- PROPERTY LINE
- (D) DEEDED DISTANCE

USER: tpolka
 120527_base - SR
 F:\projects\012-0527\PBIN\Exhibits\0120527_PE.dwg
 DATE: Jun 10, 2014 1:44pm
 XREFS: 012-0527_PBASE

EASEMENT DESCRIPTION

A PERMANENT DRAINAGE EASEMENT CONSISTING OF PART OF AN UNPLATTED TRACT DESCRIBED IN DEED BOOK 172, PAGE 595, HALL COUNTY REGISTER OF DEEDS, LOCATED IN THE WEST HALF OF THE NORTHEAST QUARTER (W1/2, NE1/4) OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 16 FEET OF THE EAST 49 FEET OF THE NORTH 480 FEET OF SAID UNPLATTED TRACT. SAID PERMANENT DRAINAGE EASEMENT CONTAINS 7680 SQUARE FEET MORE OR LESS.

201 East 2nd Street
 P.O. Box 1072
 Grand Island, NE 68802-1072
 TEL. 308.384.6750
 FAX 308.384.8752



City of Grand Island

Tuesday, September 23, 2014

Council Session

Item G-7

#2014-297 - Approving Bid Award for Faidley Avenue Paving Improvements; Project No. 2014-P-1 & Faidley Avenue Water Improvements; Project No. 2014-W-14

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: September 23, 2014

Subject: Approving Bid Award for Faidley Avenue Paving Improvements; Project No. 2014-P-1 & Faidley Avenue Water Improvements; Project No. 2014-W-14

Item #'s: G-7

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

Background

On August 19, 2014 the Engineering Division of the Public Works Department advertised for bids for Faidley Avenue Paving Improvements; Project No. 2014-P-1 and Faidley Avenue Water Improvements; Project No. 2014-W-14. There were twenty (20) potential bidders for this project.

This project will extend paving to join the two (2) existing segments of Faidley Avenue, between North Road and Irongate Avenue.

Discussion

Three (3) bids were received and opened on September 16, 2014. The bids were submitted in compliance with the contract, plans and specifications. A summary of the bids is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Base Bid</i>
The Diamond Engineering Co. of Grand Island, NE	None	\$925,292.70
A & R Construction Co. of Plainview, NE	None	\$979,241.00
Van Kirk Bros. Contracting of Sutton, NE	None	\$1,025,629.30

There are sufficient funds in Account No. 40033530-90062 to fund this project.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve awarding a contract to The Diamond Engineering Co. of Grand Island, Nebraska in the amount of \$925,292.70 as the low compliant bid that meets specifications.

Sample Motion

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 16, 2014 at 2:00 p.m.

FOR: Faidley Avenue Paving Improvements; Project No. 2014-P-1 and
Faidley Avenue Water Improvements; Project No. 2014-W-14

DEPARTMENT: Public Works

ESTIMATE: \$1,300,000.00

FUND/ACCOUNT: 40033530-90062

PUBLICATION DATE: August 16, 2014

NO. POTENTIAL BIDDERS: 20

SUMMARY

Bidder:	<u>A & R Construction Co.</u> Plainview, NE	<u>The Diamond Engineering Co.</u> Grand Island, NE
Bid Security:	Universal Surety Co.	Universal Surety Co.
Exceptions:	None	None
Bid Price:		
Section "A":	\$907,421.00	\$849,902.70
Section "B":	<u>\$ 71,820.00</u>	<u>\$ 75,390.00</u>
Total "A" & "B":	\$979,241.00	\$925,292.70
Bidder:	<u>Van Kirk Bros. Contracting</u> Sutton, NE	
Bid Security:	Universal Surety Co.	
Exceptions:	None	
Bid Price:		
Section "A":	\$ 959,420.30	
Section "B":	<u>\$ 66,209.00</u>	
Total "A" & "B":	\$1,025,629.30	

cc: John Collins, Public Works Director

Catrina DeLosh, PW Admin. Assist.

Mary Lou Brown, City Administrator
Stacy Nonhoff, Purchasing Agent

Jaye Monter, Finance Director
Terry Brown, PW Mgr. Eng. Services

P1763



EXHIBIT A	FAIDLEY AVENUE EXTENTION	CITY OF GRAND ISLAND PUBLIC WORKS DEPARTMENT
	GRAND ISLAND, NEBRASKA	

RESOLUTION 2014-297

WHEREAS, the City of Grand Island invited sealed bids for Faidley Avenue Paving Improvements; Project No. 2014-P-1 and Faidley Avenue Water Improvements; Project No. 2014-W-14, according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on September 16, 2014 bids were received, opened, and reviewed; and

WHEREAS, The Diamond Engineering Co. of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$925,292.70; and

WHEREAS, The Diamond Engineering Co.'s bid was below the engineer's estimate for the project: and

WHEREAS, funds are available in the Fiscal Year 2014/2015 budget for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Co. of Grand Island, Nebraska in the amount of \$925,292.70 for Faidley Avenue Paving Improvements; Project No. 2014-P-1 and Faidley Avenue Water Improvements; Project No. 2014-W-14 is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute a contract with such contractor for such project on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 23, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
September 19, 2014	☒ City Attorney



City of Grand Island

Tuesday, September 23, 2014

Council Session

Item G-8

#2014-298 - Approving Amendment No. 1 to Agreement for Engineering Consulting Services Related to Faidley Avenue Paving Improvements; Project No. 2014-P-1

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: September 23, 2014

Subject: Approving Amendment No. 1 to Agreement for Engineering Consulting Services Related to Faidley Avenue Paving Improvements; Project No. 2014-P-1

Item #'s: G-8

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

Background

All agreements must be approved by the City Council.

On March 11, 2014, by Resolution No. 2014-49 the City entered into an agreement with Alfred Benesch & Company of Lincoln, Nebraska for engineering design services for Faidley Avenue Paving Improvements; Project No. 2014-P-1, in the amount of \$60,885.81.

Discussion

The original agreement with Alfred Benesch & Company is now being supplemented to allow for construction phase services. Installation of water main along this route will also be included as part of this project. The increase in cost for Amendment No. 1 is \$126,967.84, for a revised agreement of \$187,853.65.

It is anticipated that construction will begin this fall (weather permitting), with final completion slated for August 1, 2015.

Alternatives

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

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date

4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve a resolution authorizing the Mayor to sign Amendment No. 1 to the Agreement with Alfred Benesch & Company of Lincoln, Nebraska in the amount of \$126,967.84 for Faildey Avenue Paving Improvements; Project No. 2014-P-1 and Faidley Avenue Water Improvements; Project No. 2014-W-14.

Sample Motion

Move to approve the resolution.



EXHIBIT A	FAIDLEY AVENUE EXTENTION	CITY OF GRAND ISLAND PUBLIC WORKS DEPARTMENT
	GRAND ISLAND, NEBRASKA	

RESOLUTION 2014-298

WHEREAS, on March 11, 2014, by Resolution No. 2014-49 the Grand Island City Council approved entering into an agreement with Alfred Benesch & Company of Lincoln, Nebraska in the amount of \$60,885.81 for engineering consulting services for Faidley Avenue Paving Improvements; Project No. 2014-P-1; and

WHEREAS, the original agreement is now being amended to include construction phase services for such paving project, as well as Faidley Avenue Water Improvements; Project No. 2014-W-14; and

WHEREAS, such amendment is in the amount of \$126,967.84, for a revised agreement amount of \$187,853.65

WHEREAS, Amendment No. 1 to the original agreement with Alfred Benesch & Company of Lincoln, Nebraska is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 1 with Alfred Benesch & Company for engineering consulting services related to Faidley Avenue Paving Improvements; Project No. 2014-P-1 and Faidley Avenue Water Improvements; Project No. 2014-W-14 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 23, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 19, 2014	☐ City Attorney



City of Grand Island

Tuesday, September 23, 2014

Council Session

Item G-9

#2014-299 - Approving Increase to the City's Share of the State Street and Capital Avenue Connector Trail- NDOR Project No. ENH-40(59); Control No. 42650

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: September 23, 2014

Subject: Approving Increase to the City's Share of the State Street and Capital Avenue Connector Trail- NDOR Project No. ENH-40(59); Control No. 42650

Item #'s: G-9

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

Background

On April 27, 2010, by Resolution No. 2010-119 City Council approved the agreement in the total amount of \$318,540.00 between the City and Nebraska Department of Roads (NDOR) for the construction of the State Street and Capital Avenue Connector Trail. The anticipated City share was \$63,708.00 at this time.

On September 13, 2011, by Resolution No. 2011-239 City Council approved Supplemental No. 1 to the original agreement in the total amount of \$384,468.00. This supplemental agreement removed the requirement of a construction contract being in place by July 31, 2011 also. The anticipated City share was \$76,893.60 at this time.

Discussion

The total construction contract was awarded to The Diamond Engineering Co., of Grand Island, Nebraska in the amount of \$346,845.74 by Resolution No. 2013-359. With right-of-way acquisition, project contingencies and construction engineering the City's share has increased from the estimated \$76,893.60 to \$114,056.65, of which \$4,965.12 is a non-cash match by the City. The NDOR invoice for this project has been attached for review.

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 increase of the City's share for the State Street and Capital Avenue Connector Trail with the Nebraska Department of Roads, for a total amount of \$114,056.65.

Sample Motion

Move to approve the resolution.

INVOICE

TO: CITY OF GRAND ISLAND
 C/O CITY CLERK
 PO BOX 1968
 GRAND ISLAND NE 68802

Billing Address:
 Nebraska Department of Roads
 c/o Controller Division
 1500 Hwy 2
 PO Box 94759
 Lincoln NE 68509-4759

DATE
 08-13-2014

ACCOUNT NUMBER
 G7500

INVOICE NUMBER
 0632615

COST DESCRIPTION

COST

PROJECT NO. ENH 40 (59)
 CONTROL NO. 42650
 AGREEMENT NO. BL1051
 DESCRIPTION: GRAND ISLAND STATE ST & CAPITAL AVE CONN

SEE ATTACHED FOR DETAILS

AMOUNT DUE THIS INVOICE 89,040.60

89,040.60

QUESTIONS, CONTACT MARY GOGGINS AT: 402-479-4305

PREPARED BY:
 VOPP

DESCRIPTION:
 ENH40(59)

PAY THIS AMOUNT
 89,040.60

DETACH THIS PORTION AND RETURN WITH A PAYMENT

Make checks payable to & Mail to:

Nebraska Department of Roads
 c/o Controller Division
 PO Box 94759
 Lincoln NE 68509-4759

GRAND ISLAND/CITY OF

CUSTOMER NAME

08-13-2014

DATE OF INVOICE

TERMS

This amount is due upon receipt of this invoice

INVOICE NUMBER
 0632615

ACCOUNT NUMBER
 G7500

AMOUNT
 89,040.60

INVOICE SUPPORT DETAIL

Responsible Party: City of Grand Island
Project No. ENH 40(59)
Control No. 42650
Agreement No. BL1051
Expenses Thru: July 31, 2014
Description: Grand Island State St & Capital Ave Conn
Invoice: 0632615

Work Phase	Total Expenses	City Funding Percent	City Costs Share
Preliminary Engineering:			
NDOR Expenses to Date	5,163.03	20%	1,032.60*
City Agreement - BL1051	14,419.86	20%	2,883.98 A
Consultant Agreement - Schemmer Associates	80,784.54	20%	16,156.91 ·
Consultant Agreement - Sinclair Hille Architects	8,551.72	20%	1,710.34 ·
Right of Way:			
City Agreement - BL1051	10,405.68	20%	2,081.14 A
Construction:			
The Diamond Engineering Company			
Construction Contract	346,845.74		
Plus Contingencies	4% <u>13,873.82</u>		
Subtotal	360,719.56	20%	72,143.91
Construction Engineering:			
NDOR Estimated Expenses	5,000.00	20%	1,000.00
Estimated Audit Expense	2,500.00	20%	500.00
Consultant Agreement - Scheemer Associates	82,738.85	20%	16,547.77
			114,056.65
			-4,965.12 A
			✓ -20,050.93
			89,040.60

NOTE: NDOR expenses include labor and operating costs.

8/13/2014 15:45

Z:\Dug & Finance\Bary\Invoice Templates\District 4\EN 42650 (7-31-14).xlsa(CIV

RESOLUTION 2014-299

WHEREAS, the Grand Island City Council approved Resolution No. 2010-119 on April 27, 2010, which provided for the construction of the State Street and Capital Avenue Connector Trail, with an anticipated City share of \$63,708.00; and

WHEREAS, the Grand Island City Council approved Resolution No. 2011-239 on September 13, 2011, which provided for Supplemental No. 1 to the original agreement, with an anticipated City share of \$76,893.60; and

WHEREAS, with right-of-way acquisition, project contingences and construction engineering the City's share has increased form the estimated \$76,893.60 to \$114,056.65, of which \$4,965.12 is a non-cash match by the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City's share of \$114,056.65, of which \$4,965.12 is a non-cash match by the City is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 23, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____
September 19, 2014 ✕ City Attorney



City of Grand Island

Tuesday, September 23, 2014

Council Session

Item G-10

#2014-300 - Approving Time Extension to the Contract with The Diamond Engineering Co. for Westgate Road Paving District No. 1261; North Road to Copper Road

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: September 23, 2014

Subject: Approving Time Extension to the Contract with The Diamond Engineering Co. for Westgate Road Paving District No. 1261; North Road to Copper Road

Item #'s: G-10

Presenter(s): John Collins, Public Works Director

Background

The City Council awarded the bid for construction of the Westgate Road Paving District No. 1261; North Road to Copper Road to The Diamond Engineering Company of Grand Island, Nebraska on March 11, 2014.

Any changes to the contract require council approval. The Diamond Engineering Co. is requesting that the final completion date be changed from September 12, 2014 to November 14, 2014.

Discussion

Several factors have delayed completion of the project; including inclement weather and conflict with water main.

The water main conflict was identified and plans to adjust it were in place prior to bidding the project. After construction began the Utility Water Division notified the Public Works Engineering Division that the water main could not be lowered until after October 1st. The delay is due to peak water demands during the summer months and the close proximity of the reservoir, which is a critical part of the network for water supply to southern Grand Island.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve extending the completion date to November 14, 2014.

Sample Motion

Move to approve extension of completion.



CONTRACT TIME EXTENSION

PROJECT: Westgate Road Paving District No. 1261; North Road to Copper Road

CONTRACTOR: The Diamond Engineering Co.

AMOUNT OF ORIGINAL CONTRACT: \$626,236.91

CONTRACT DATE: March 11, 2014

Notice to Proceed Date ----- March 14, 2014

Original Completion Date ----- September 12, 2014

Revised Completion Date ----- November 14, 2014

Contractor The Diamond Engineering Co.

By _____

Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA

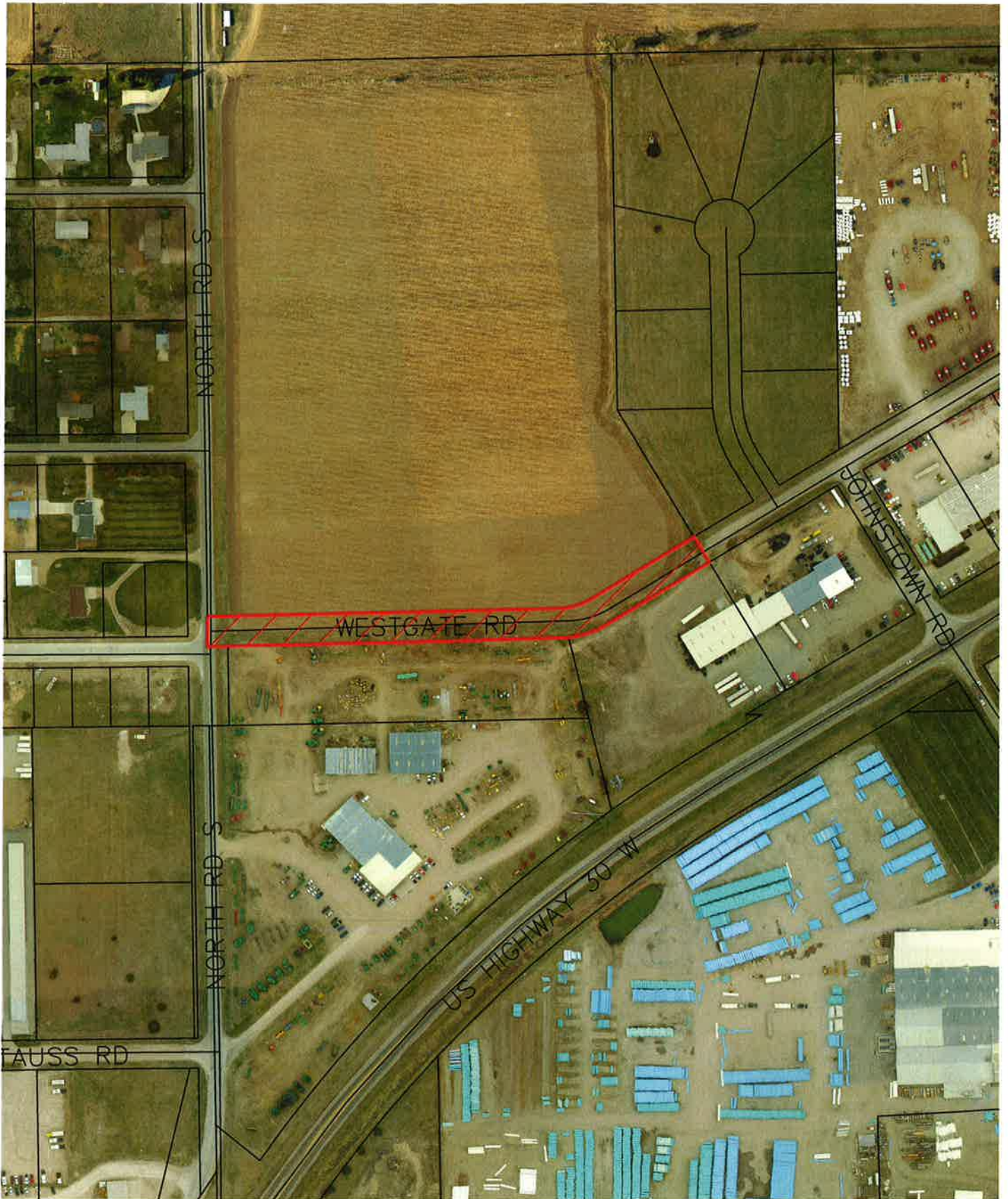
By _____

Date _____

Mayor

Attest _____

City Clerk






CITY OF GRAND ISLAND

PUBLIC WORKS DEPARTMENT

DATE: 04/02/13
DRAWN BY: TJY
APPVD. BY:
SCALE: NONE

WESTGATE RD POTENTIAL
 STREET IMPROVEMENT

PLAN


RESOLUTION 2014-300

WHEREAS, on March 11, 2014, by Resolution 2014-54, the City Council of the City of Grand Island approved the bid of The Diamond Engineering Co. of Grand Island, Nebraska for construction of Westgate Road Paving District No. 1261; North Road to Copper Road; and

WHEREAS, the completion of such project has been delayed due to several factors; and

WHEREAS, The Diamond Engineering Company has requested an extension from September 12, 2014 to November 14, 2014 in order to complete the project; and

WEREAS, the Public Works Department support such contract extension.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the completion date for the construction of the Westgate Road Paving District No. 1261; North Road to Copper Road is hereby extended until November 14, 2014.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 23, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 19, 2014	☐ City Attorney



City of Grand Island

Tuesday, September 23, 2014

Council Session

Item G-11

#2014-301 - Approving Time Extension to the Contract with The Diamond Engineering Co. for Webb Road Street Improvement District No. 1260; South Webb Road Extending North from Stolley Park Road to Union Pacific Railroad Tracks

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: September 23, 2014

Subject: Approving Time Extension to the Contract with The Diamond Engineering Co. for Webb Road Street Improvement District No. 1260; South Webb Road Extending North from Stolley Park Road to Union Pacific Railroad Tracks

Item #'s:

Presenter(s): John Collins, Public Works Director

Background

The City Council awarded the bid for construction of Webb Road Street Improvement District No. 1260; South Webb Road Extending North from Stolley Park Road to Union Pacific Railroad Tracks to The Diamond Engineering Co. of Grand Island, Nebraska on March 11, 2014.

Any changes to the contract require council approval. The Diamond Engineering Co. is requesting that the final completion date be changed from September 12, 2014 to November 3, 2014.

Discussion

Several factors have delayed completion of the project; including inclement weather, conflicts with water main & natural gas main and additional storm sewer structures.

Once the water main was excavated in the intersection of 2nd Street and Webb Road it was found to be in conflict with the proposed storm sewer that will drain the roadway. An unplanned water main lowering had to be completed, which resulted in additional work days and materials.

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 extending the completion date to November 3, 2014, as well as the additional materials in the amount of \$13,057.00 resulting in a revised contract price of \$1,374,508.80.

Sample Motion

Move to approve the resolution.



CHANGE ORDER

No. 1

Date of Issuance: September 15, 2014 Effective Date: September 15, 2014

Table with contract details including Project, Owner, Contractor, and Contract No.

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

Description: Additional 36 working days to complete the project... Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$ 1,361,451.80

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

Contract Price prior to this Change Order: \$ 1,361,451.80

Increase of this Change Order: \$ 13,057.00

Contract Price incorporating this Change Order: \$ 1,374,508.80

CHANGE IN CONTRACT TIMES:

Original Working days Calendar days Substantial completion (days or date): August 15, 2014 Ready for final payment (days or date): September 12, 2014

[Increase] [Decrease] from previously approved Change Orders No. N/A to No. N/A: Substantial completion (days or date): N/A Ready for final payment (days or date): N/A

Contract Times prior to this Change Order: Substantial completion (days or date): August 15, 2014 Ready for final payment (days or date): September 12, 2014

Increase of this Change Order: Substantial completion (days or date): October 6, 2014 Ready for final payment (days or date): November 3, 2014

Contract Times with all approved Change Orders: Substantial completion (days or date): October 6, 2014 Ready for final payment (days or date): November 3, 2014

RECOMMENDED: Olsson Associates ACCEPTED: City of Grand Island, Nebraska ACCEPTED: The Diamond Engineering Co. By: Engineer (Authorized Signature) By: Owner (Authorized Signature) By: Contractor (Authorized Signature) Date: Approved by Funding Agency (if applicable):

CC: City of Grand Island The Diamond Engineering Co. Olsson Associates G:\Admin\Teams\CNSV\CNSV Forms\Change Order 1 999-9999.doc 9/16/2014

EJCDC No. C-941 (2002 Edition) Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute. Page 1 of 1

September 9, 2014

Steve Hancock
Olsson Associates
201 East 2nd Street
P.O. Box 1072
Grand Island, NE 68801

Re: Change Order No. 1 – Street Improvement District No. 1260

Dear Mr. Hancock,

Due to changes on the above mentioned project, we will be required to epoxy coat inlets on Webb Road due to water main/storm sewer crossing conflicts. Our proposed price to do this work is \$1000/inlet.

As a part of this change order, I would like to request an additional 36 working days to complete the project. Listed below is a breakdown of the additional time requested:

Epoxy Coat Inlet – 1 day
Construction of three junction boxes – 6 days
Water Main Lowering – 7 days
Gas Main Conflicts – 12 days
Weather delays – 10 days

The new effective date of completion per this change order would be Monday, November 3rd.

I can be reached in our office with any questions or concerns regarding this change order.

Sincerely,



Matthew J. Ley
Project Manager, The Diamond Engineering Company

Cc: File # 2210

An Equal Opportunity Employer

RESOLUTION 2014-301

WHEREAS, on March 11, 2014, by Resolution 2014-53, the City Council of the City of Grand Island approved the bid of The Diamond Engineering Co. of Grand Island, Nebraska for construction of Webb Road Street Improvement District No. 1260; South Webb Road Extending North from Stolley Park Road to Union Pacific Railroad Tracks; and

WHEREAS, the completion of such project has been delayed due to several factors; and

WHEREAS, such delays have resulted in additional work days and materials; and

WHEREAS, The Diamond Engineering Company has requested an extension from September 12, 2014 to November 3, 2014 in order to complete the project; and

WHEREAS, additional work materials equate to a total of \$13,057.00, for a revised contract price of \$1,374,508.80; and

WEREAS, the Public Works Department supports such contract extension and additional materials.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and The Diamond Engineering Co. of Grand Island, Nebraska to provide the modifications of Webb Road Street Improvement District No. 1260; South Webb Road Extending North from Stolley Park Road to Union Pacific Railroad Tracks.

- - -

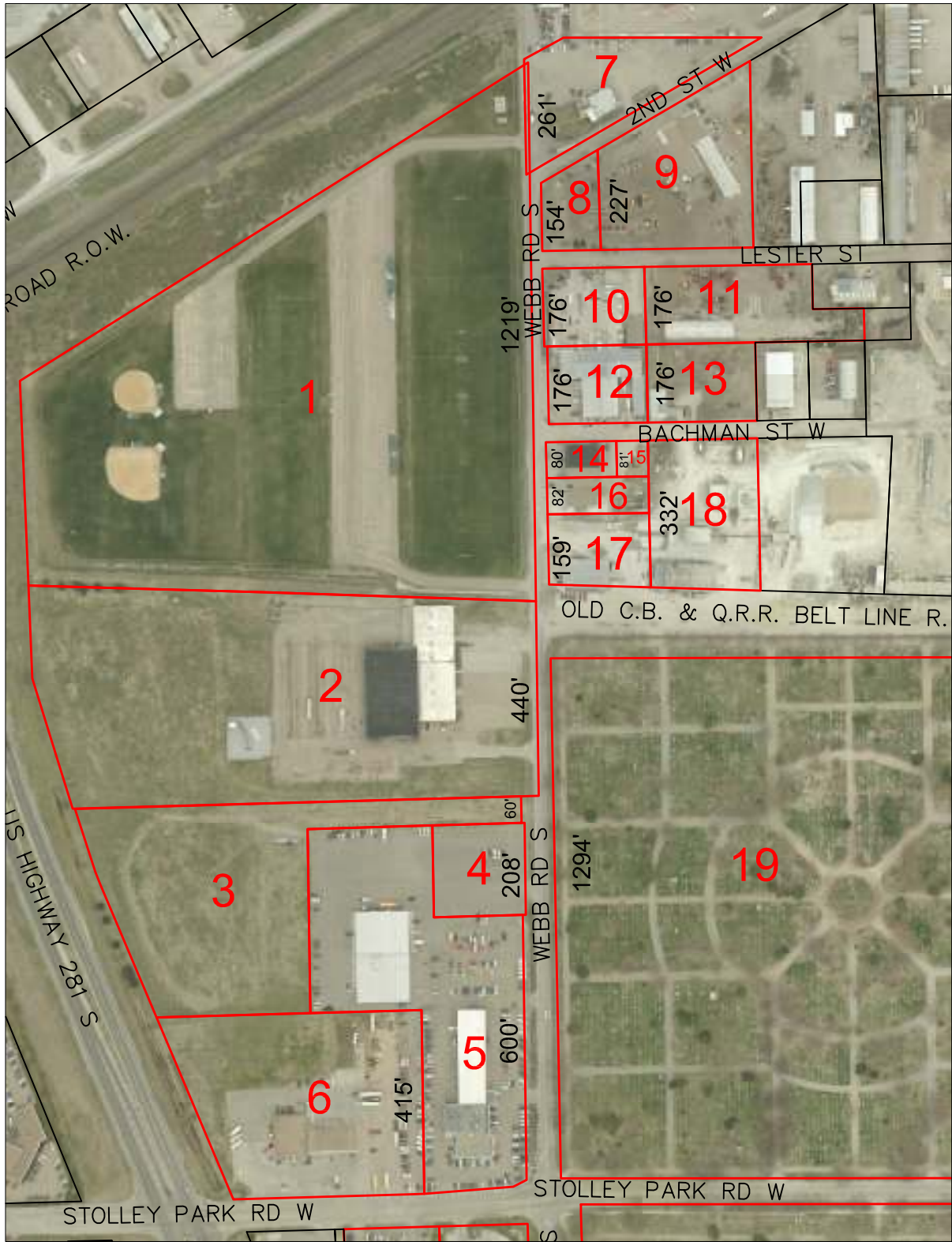
Adopted by the City Council of the City of Grand Island, Nebraska, September 23, 2014.

Jay Vavricek, Mayor

Attest:

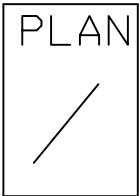
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 19, 2014	☐ City Attorney



DATE: 01/28/13
DRAWN BY: TJY
APPVD. BY: XXX:
SCALE: NONE

WEBB RD., W 2ND ST TO
W STOLLEY PARK RD.
PROPOSAL





City of Grand Island

Tuesday, September 23, 2014

Council Session

Item G-12

#2014-302 - Approving Bid Award for Surface Prep and Painting of Island Oasis Water Park

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director
Meeting: September 23, 2014
Subject: Bid Award for Surface Prep and Painting of Island Oasis Water Park
Item #'s: G-12
Presenter(s): Todd McCoy, Parks and Recreation Director

Background

On September 9, 2014 the Parks and Recreation Department advertised bids for Surface Prep and Painting of Island Oasis Water Park. Island Oasis was last painted in the spring of 2009.

Discussion

The Parks and Recreation Department is recommending repainting the wave pool and zero depth areas because the current paint has deteriorated. Dollars were budgeted in the 2014-2015 capital improvement fund for this project.

Five bids were received:

A1A Sandblasting, Cedar Rapids, IA	\$47,300.00
Jameson Painting, Minden, NE	\$68,000.00
Kucera Painting, Kearney, NE	\$71,333.00
Mongan Painting, Co, Inc., Cherokee, IA	\$73,105.00
TMI Coatings, Inc., St. Paul, MN	\$118,900.00

Staff recommends A1A Sandblasting of Cedar Rapids, IA to Surface Prep and Paint Island Oasis. A1A Sandblasting has good experience in preparing and painting swimming pools. The project will be funded by Capital Account 40044450-90032.

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 City Council award the bid for the Surface Prep and Painting of Island Oasis Water Park to A1A Sandblasting of Cedar Rapids, Iowa.

Sample Motion

Move to approve the installation of the Surface Prep and Painting of Island Oasis Water Park to A1A Sandblasting for a total of \$47,300.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 16, 2014 at 2:15 p.m.
FOR: Surface Prep and Painting of Island Oasis Water Park
DEPARTMENT: Parks & Recreation
ESTIMATE: \$120,000.00
FUND/ACCOUNT: 40044450-90032
PUBLICATION DATE: September 9, 2014
NO. POTENTIAL BIDDERS: 8

SUMMARY

Bidder:	<u>AIA Sandblasting</u> Cedar Rapids, IA	<u>Mongan Painting Co., Inc.</u> Cherokee, IA
Exceptions:	Noted	None
Bid Price:	\$47,300.00	\$73,105.00

Bidder:	<u>TMI Coatings, Inc.</u> St. Paul, MN	<u>Jameson Painting, Inc.</u> Minden, NE
Exceptions:	None	None
Bid Price:	\$118,900.00	\$68,000.00

Bidder:	<u>Kucera Painting</u> Kearney, NE
Exceptions:	None
Bid Price:	\$71,333.00

cc: Todd McCoy, Parks & Recreation Director
Mary Lou Brown, City Administrator
Stacy Nonhoff, Purchasing Agent

Patti Buettner, Parks & Rec Secretary
Jaye Monter, Finance Director

P1766

RESOLUTION 2014-302

WHEREAS, the City of Grand Island invited sealed bids for Surface Prep and Painting of Island Oasis Water Park, according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on September 16, 2014, five (5) bids were received, opened and reviewed; and

WHEREAS, A1A Sandblasting from Cedar Rapids, Iowa submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$47,300.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of A1A Sandblasting from Cedar Rapids, Iowa, in the amount of \$47,300.00 for Surface Prep and Painting of Island Oasis Water Park is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 23, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 19, 2014	☐ City Attorney



City of Grand Island

Tuesday, September 23, 2014

Council Session

Item G-13

#2014-303 - Approving Keno Satellite Location and Agreement for Kerjac, Inc. dba Stix Billiard Center, 811 West 4th Street

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: September 23, 2014

Subject: Approving Keno Satellite Location and Agreement for Kerjac, Inc. dba Stix Billiard Center, 811 West 4th Street

Item #'s: G-13

Presenter(s): RaNae Edwards, City Clerk

Background

An Interlocal Agreement governing County/City keno operations provides that the City shall have the duty to review and approve satellite operations within the City. Fonner Keno, Inc. has previously been licensed to operate keno at Fonner Park as well as other facilities in the City that have been designated as satellite locations for the operation of keno.

Discussion

Kerjac, Inc. dba Stix Billiard Center, 411 West 4th Street has submitted a request for approval of a satellite location at the premises of Stix Billiard Center, 411 West 4th Street. This request was presented to Hall County at their September 23, 2014 meeting. Approval of the Satellite Agreement between Kerjac, Inc. and Fonner Keno, Inc. is required along with approval for the satellite location. The Agreement has been reviewed by the Legal and Building Departments.

Alternatives

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

1. Move to approve the request
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 request for a Keno Satellite Location and Agreement for Kerjac, Inc. dba Stix Billiard Center, 411 West 4th Street.

Sample Motion

Move to approve the request for a Keno Satellite Location and Agreement for Kerjac, Inc. dba Stix Billiard Center, 411 West 4th Street.

SATELLITE AGREEMENT

THIS SATELLITE ~~AGREEMENT~~ ^{AGREEMENT} made this 5th day of Sept, 2014 by and between FONNER KENO, INC., a Nebraska corporation, (hereinafter referred to as "Contractor") and Kerjac, Inc., d/b/a Stix BILLIARDS CENTER (hereinafter referred to as "Satellite Owner").

Whereas, the County of Hall, Nebraska (hereinafter referred to as "the County") and the City of Grand Island, Nebraska (hereinafter referred to as "the City") have entered into an inter-local Cooperation Agreement, dated the 23rd day of March, 1993 (hereinafter referred to as "the Inter-local Cooperation Agreement") for the conduct by the County of a keno-type lottery game consistent with the provisions of the Nebraska County and City Lottery Act (Neb. Rev. Stat. Sections 9-601 Through 9-653); and

Whereas, the Contractor has entered into a Lottery Operator Agreement dated the 23rd day of March, 1993 (hereinafter referred to as "the Lottery Operator Agreement") with the County for the operation of a keno-type lottery game, the term of which Lottery Operator Agreement was extended by a Modification and Extension of Lottery Operator Agreement dated October 14, 1997; and

Whereas, the Satellite Owner has been designated as an additional satellite location consistent with Paragraph 3.3 of the Lottery Operator Agreement; and

Whereas, the Contractor and the Satellite Owner desire to enter into this Satellite Agreement to provide for the rights, duties and obligations of the Contractor and the Satellite Owner in regard to the establishment of a keno-type lottery game at the premises of the Satellite Owner.

Now, therefore, in consideration of the mutual covenants contained herein, the parties do hereby agree and contract as follows:

1. The Satellite Owner agrees to permit the Contractor to establish a keno-type lottery game at the premises of the Contractor described in Exhibit "A" attached hereto and made part hereof by reference (hereafter referred to as "the Satellite Location") upon the following terms and conditions.
2. The Contractor may commence a keno-type lottery game at the Satellite Location by providing equipment at the Satellite Location, which displays the winning numbers, which are displayed at the main or primary location of the Contractor as provided in the Lottery Operator Agreement. The Contractor shall provide the equipment necessary for the keno-type lottery game including, but not limited to, the writer station monitor, cable, terminals and printers. The Satellite Owner shall, however, provide at the expense of the Satellite Owner a cabinet and counter area for such equipment and an adequate electrical power supply to operate such equipment. The Contractor shall pay for the cost of the telephone and data line installation and applicable monthly fees. The Contractor shall reserve the right, in sole discretion of the Contractor, to provide equipment at the Satellite Location, which is separate from equipment at the main or primary location of the Contractor as provided in the Lottery Operator Agreement.

3. The Contractor shall commence the keno-type lottery game at the Satellite Location as soon as possible after the execution of this Satellite Agreement by Contractor and the Satellite Owner consistent with the Lottery Operator Agreement. The keno-type lottery game at the Satellite Location shall, at all times, comply with the requirements of the Nebraska County and City Lottery Act (Neb. Rev. Stat. Sections 9-601 through 9-653), the rules and regulations of the Nebraska Department of Revenue and the rules and regulations of the Contractor. The Satellite Owner agrees to strictly comply with all requirements of the Nebraska County and City Lottery Act (Neb. Rev. Stat. Sections 9-601 through 9-653), the rules and regulations of the Nebraska Department of Revenue, and the rules and regulations of the Contractor in regard to the operation of a keno-type lottery game at the Satellite Location. The Satellite Owner agrees to issue keno tickets in compliance with the instructions of the Contractor. The Satellite Owner further agrees to award and pay prizes and to redeem all winning tickets in compliance with the instructions of the Contractor. The Contractor shall remain responsible for the operation of the keno-type lottery game at the Satellite Location consistent with the Lottery Operator Agreement.

4. The Satellite Owner shall receive five percent (5%) of the gross proceeds received from the operation of the keno-type lottery game at the Satellite Location. The Satellite Owner shall have no interest in any gross proceeds received from the operation of the keno-type lottery game at any main or primary location of the Contractor as provided in the Lottery Operator Agreement or from the operation of the keno-type lottery game at any satellite location other than the Satellite Location as provided in the Lottery Operator Agreement. Gross proceeds shall be defined as provided in the Lottery Operator Agreement. The amount due to the Satellite Owner shall be paid to the Satellite Owner by the Contractor no later than fifteen (15) days following the last day of the lottery operations for each month. The Satellite Owner shall have no right to retain any of the gross proceeds from the operation of the keno-type lottery game and shall have no interest in the gross proceeds of the keno-type lottery game except as provided in this Paragraph 4.

5. The Satellite Owner shall hire and provide suitable management and operational personnel for the conduct of the lottery at the Satellite Location subject to the following:
 - 5.1 Each employee of the Satellite Owner who is engaged in the operation of the lottery or has direct unsupervised access to the lottery equipment shall be individually bonded in the amount of Twenty-Five Thousand Dollars (\$25,000.00);

 - 5.2 Each employee of the Satellite Owner, in the sole discretion of the Contractor, shall be subject to a complete and thorough background and criminal history check prior to, and throughout his/her term of employment;

- 5.3 Each employee of the Satellite Owner shall be subject to the control and supervision of the Contractor in regard to the conduct and operation of the keno-type lottery game at the Satellite Location;
 - 5.4 Each employee of the Satellite Owner involved in the conduct and operation of the keno-type lottery game shall be subject to such training, to be provided at the expense of the Contractor and shall be further subject to the approval of the Contractor before such employee of the Satellite Owner is permitted to become involved in the conduct and operation of the keno-type lottery game at the Satellite Location; and
 - 5.5 Each employee of the Satellite Owner involved in the conduct and operation of the keno-type lottery game shall be familiar with the rules and regulations of the Contractor and the Nebraska Department of Revenue in regard to the conduct and operation of the keno-type lottery game at the Satellite Location and shall fully comply with such rules and regulations of the Contractor and the Nebraska Department of Revenue.
6. The Satellite Owner shall permit the Contractor access to the Satellite Location during regular business hours for any purpose related to this Satellite Agreement, the Lottery Operator Agreement or the operation of the keno-type lottery game at the Satellite Location.
 7. The Satellite Owner shall take reasonable measures as required by the Contractor to keep safe the equipment for the keno-type lottery game provided by the Contractor and to provide secure areas for the storage of supplies for the keno-type lottery game at the Satellite Location. The Satellite Owner shall assume all risk for damage to the equipment for the keno-type lottery game provided by the Contractor unless such loss or damage is caused by the acts of the Contractor. The Contractor reserves the right, in the sole discretion of the Contractor, either to maintain insurance covering the equipment for the keno-type lottery game provided by the Contractor or to require the Satellite Owner to maintain insurance satisfactory to the Contractor covering the equipment for the keno-type lottery game provided by the Contractor with the Contractor named as an additional insured; provided, however, that the Contractor shall be responsible for the cost of insurance covering the equipment for the keno-type lottery game provided by the Contractor.
 8. The Satellite Owner shall make such arrangements as required by the Contractor to operate the keno-type lottery game at the Satellite Location including, but not limited to, arrangements for payments of prizes and disbursements in regard to the keno-type lottery game at the Satellite Location.
 9. The Satellite Owner shall assume responsibility for any ticket written in error or for the payment of any prize not properly authorized for the payment in conformity with the rules and regulations of the Contractor and the Nebraska Department of Revenue.

10. The Satellite Owner shall use its best efforts to detect efforts to cheat the keno-type lottery game or tamper with the equipment for the keno-type lottery game provided by the Contractor and promptly notify the Contractor of any such matters.
11. The Satellite Owner shall promptly notify the Contractor of any malfunction of the equipment for the keno-type lottery game provided by the Contractor for the Satellite Location.
12. The Contractor will provide all supplies for the operation of the keno-type lottery game at the Satellite Location. The Satellite Owner shall not use any supplies for the operation of the keno-type lottery game at the Satellite Location except as provided by the Contractor. The Satellite Owner will reimburse the Contractor for the cost of supplies provided to the Satellite Owner by the Contractor.
13. The Satellite Owner shall be solely responsible for all expenses incurred at the Satellite Location in connection with the operation of the keno-type lottery game except for the costs relating to the equipment for the keno-type lottery game provided by the Contractor. The Satellite Owner shall be solely responsible for the payment of all expenses incurred by the Satellite Owner; including, but not limited to, taxes, insurance except as provided in Paragraph 7, rent, supplies, fees, salaries and all other such expenses incurred by the Satellite Owner in the operation of the keno-type lottery game at the Satellite Location.
14. The daily net proceeds from the keno-type lottery game at the Satellite Location shall be deposited by the Satellite Owner not later than noon of the next banking day following the date of receipt in an account maintained by the Contractor in a bank designated by the Contractor, consistent with any instructions of the Contractor. The daily net proceeds shall be the aggregate amount wagered at the Satellite Location less prizes paid by the Satellite Location in accordance with the rules and regulations of the Contractor and the Nebraska Department of Revenue.
15. The Satellite Owner will use its best efforts to maximize the gross proceeds from the keno-type lottery game at the Satellite Location.
16. The Contractor may terminate this Satellite Agreement if the gross proceeds from the operation of the keno-type lottery game at the Satellite Location are One Hundred Twenty Thousand Dollars (\$120,000.00) or less for any previous period of three (3) months; provided, however, that the Contractor shall have no right to terminate this Satellite Agreement for a period of six (6) months after the establishment of the keno-type lottery game at the Satellite Location.

17. The Satellite Owner shall sell concessions, including alcoholic and non-alcoholic beverages, and may conduct other legitimate business operations at the Satellite Location; provided, however, that the Satellite Owner shall comply with all applicable federal, state and local laws in selling concessions at the Satellite Location. Concessions shall include, but not be limited to, food, alcoholic and non-alcoholic beverages, and souvenirs. All proceeds, expenses, and liabilities resulting from the sale of the concessions shall be the property and the sole responsibility of the Satellite Owner. The Satellite Owner shall maintain separate records and bank accounts for all concessions, which shall not be co-mingled with any funds or proceeds received in the conduct of the keno-type lottery game.
18. The Satellite Owner agrees to maintain any books and records of all operations associated with the operation of the keno-type lottery game required by the Contractor to comply with the Nebraska County and City Lottery Act (Neb. Rev. Stat. Section 9-601 through 9-653) and the rules and regulations of the Nebraska Department of Revenue.
19. The Contractor shall have the right, without notice to the Satellite Owner, to review any books and records relating to the lottery operations at the Satellite Location.
20. The Satellite Owner agrees to provide to the Contractor and keep current on at least an annual basis, financial statements, including balance statements and profit and loss statements of the Satellite Owner.
21. The term of this Satellite Agreement shall be for the remainder of the term of the Lottery Operator Agreement, including the term of any renewal or renewals of the Lottery Operator Agreement. In addition, the Contractor shall have the right to extend the term of this Satellite Agreement for the term of any new agreement between the County and the Contractor for the conduct of a keno-type lottery game. The Contractor and the Satellite Owner agree that the compensation of the Satellite Owner shall remain at five percent (5%) of the gross proceeds received from the operation of the keno-type lottery game, at the Satellite Location, during the term of this Satellite Agreement, and during the term of any renewal, extension, or re-negotiation of this Satellite Agreement.
22. The Satellite Owner agrees to permit the Contractor to operate the keno-type lottery game consistent with the Lottery Operator Agreement and any schedule for the hours of operation of the keno-type lottery game developed by the Contractor and the County. Subject to the amendment of the schedule for the hours of operation of the keno-type lottery game by the Contractor and the County, the hours of operation of the keno-type lottery game at the Satellite Location shall be from 11:00 a.m. until 1:00 a.m. of the following day on Monday, Tuesday, Wednesday, Thursday, Friday and Saturday and from 11:00 a.m. to 10:00 p.m. on Sunday.
23. The Satellite Owner shall be responsible to conduct and maintain the business of the Satellite Location in an orderly fashion and maintain its license to sell alcoholic beverages for consumption at the Satellite Location.

24. The Satellite Owner shall, at all times, maintain insurance with an insurer acceptable to the Contractor covering general liability in the amount of One Million Dollars (\$1,000,000.00) per person and Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and One Hundred Thousand Dollars (\$100,000.00) for property damage and shall provide assumed contractual liability coverage as imposed by this Satellite Agreement notwithstanding that the Contractor or the County be named insured. The Satellite Owner shall provide proof of insurance with an insurance company acceptable to the Contractor within thirty (30) days of the execution of this Satellite Agreement and annually thereafter, and the Contractor and the County, upon request, shall be an additional named insured therein. Said insurance shall contain a non-cancellation provision requiring thirty (30) days' notice to the Contractor prior to the cancellation of coverage. The Satellite Owner shall maintain coverage for workers compensation insurance as required by state law. The failure to maintain insurance as required by this Satellite Agreement shall constitute a breach of this Satellite Agreement.
25. The Satellite Owner shall indemnify and hold harmless the Contractor from any claims, loss or expenses to persons or property, including the equipment for the keno-type lottery game provided by the Contractor, caused or resulting from the operation of the keno-type lottery game at the Satellite Location unless, and to the extent, caused by the negligence of the Contractor.
26. The Satellite Owner shall be subject to the following provisions:
 - 26.1 The Satellite Owner is prohibited from violating any law, rule or regulation governing the keno-type lottery game at the Satellite Location;
 - 26.2 The Satellite Location shall, at all times, have seating capacity and available parking sufficient to accommodate members of the general public who may wish to come to the Satellite Location to observe or play the keno-type lottery game or to engage in any other activity conducted at the Satellite Location.
 - 26.3 The Satellite Location shall, at all times, have sufficient facilities to permit the Contractor to sell keno tickets.
 - 26.4 The Satellite Location may be required by the Contractor to have a board or other monitor clearly visible to the players on which the winning numbers are displayed simultaneously or nearly simultaneously with their display at the main or primary location of the Contractor as described in the Lottery Operator Agreement;
 - 26.5 The Satellite Location shall have proper security for the keno lottery activities and associated activities;
 - 26.6 All persons with any direct or indirect ownership in the Satellite Location must, in the sole discretion of the Contractor, be of good character and financially responsible; and
 - 26.7 The Satellite location must comply with any criteria or qualifications standards established by the County and the City, if applicable.

27. The Contractor shall have no ownership, nor any other interest, in the Satellite Location except for the right to operate the keno-type lottery game at the Satellite Location. The Contractor will not charge the Satellite Owner a fee for the right to be a Satellite Location. The Contractor shall pay the costs of the necessary equipment for the Satellite Location and the installation of same, and maintenance, repairs, financing, taxes, and insurance of any such equipment or failure of same. The Contractor is expressly prohibited from receiving any income or other proceeds from any concession sales of the Satellite Owner at the Satellite Location.
28. The Satellite Owner agrees to strictly comply with all applicable laws and regulations of the United States, the State of Nebraska, the County and the City, if applicable, in regard to the operation of a keno-type lottery game by the Contractor at the Satellite Location, together with the requirements, provisions and conditions of the Nebraska County and City Lottery Act (Neb. Rev. Stat. Sections 9-601 through 9-653) and administrative rules and regulations promulgated by the Nebraska Department of Revenue. In the event that any such law should be changed, amended, repealed, or newly enacted, the Satellite Owner shall comply to said change by the effective date of the change in the law. In the event that the Lottery Operator Agreement with the Contractor is terminated by the County for any reason whatsoever, this Satellite Agreement may be terminated by the Contractor without liability to the Satellite Owner.
29. The Satellite Owner agrees to be bound by and comply with the applicable provisions of the Inter-Local Cooperation Agreement, if applicable, and the Lottery Operator Agreement, which Inter-Local Cooperation Agreement and Lottery Operator Agreement are made a part hereof by reference.
30. The Satellite Owner agrees to take all action requested by the Contractor to obtain a license from the City, if applicable, for the establishment of a keno-type lottery game at the Satellite Location.
31. The Satellite Owner acknowledges and agrees that the Contractor may establish a keno-type lottery game at other satellite locations consistent with the provisions of the Lottery Operator Agreement.
32. The Satellite Owner shall be considered to be in default of this Satellite Agreement upon the happening of any of the following events:
 - 32.1 Insolvency of the Satellite Owner;
 - 32.2 The filing of a petition of bankruptcy for the protection, under Chapter 7, 11 or 13 of the Bankruptcy Code, of the Satellite Owner, any partner of the Satellite Owner if Satellite Owner is a partnership, or any officer, director or shareholder of the Satellite Owner if the Satellite Owner is a corporation;
 - 32.3 The conviction of the Satellite Owner or any partner, director, officer, shareholder or employee of the Satellite Owner of a felony relating to the honesty or trustworthiness of the Satellite Owner in the performance of this Satellite Agreement.

- 32.4 The failure of the Satellite Owner to comply with any federal, state or local law;
 - 32.5 The failure to provide material information, the furnishing of false information, or the omissions of material information as required to be disclosed to the Contractor under this Satellite Agreement.
 - 32.6 The failure of the Satellite Owner to provide the Contractor with the sufficient facilities at the Satellite Location, in the sole discretion of the Contractor, to permit the Contractor to operate the keno-type lottery game; or
 - 32.7 Any breach of this Agreement.
33. The Contractor may terminate this Satellite Agreement in the event that the Satellite Owner or partner, director, officer, shareholder or employee of the Satellite Owner has:
- 33.1 violated any provision of the Nebraska County and City Lottery Act (Neb. Rev. Stat Section 9-601 through 9-653);
 - 33.2 violated any of the rules and regulations of the Nebraska Department of Revenue;
 - 33.3 violated any of the rules and regulations of the Contractor in regard to the operation of the keno-type lottery game at the Satellite Location;
 - 33.4 condoned or promoted the conduct of any gambling activity not recognized or authorized by the laws of the State of Nebraska;
 - 33.5 had its right to continue as a Satellite Location disapproved by the County or the City, if applicable.
34. The Satellite Owner shall comply with all rules and regulations established by the Contractor in regard to the operation of the keno-type lottery game at the Satellite Location.
35. No officer, director, shareholder, partner, owner, or employee of the Satellite Location or their immediate family shall play the keno-type lottery game or claim any keno-lottery prizes either at the Satellite Location or at any other location of the Contractor.
36. The Contractor may terminate this Satellite Agreement upon five (5) days' notice to the Satellite Owner at any time the Satellite Owner breaches any of the terms of this Satellite Agreement or is otherwise in default of this Satellite Agreement and fails to cure such breach or default within said five (5) day period after notice is given of such default or breach by the Satellite Owner. The Contractor may, however, extend the period within which to allow the Satellite Owner to cure such breach or default. The Contractor may terminate this Satellite Agreement upon thirty (30) days' notice to the Satellite Owner if the Lottery Operator Agreement of the Contractor is terminated by the County for any reason whatsoever.

37. The Satellite Owner shall provide and maintain a performance bond in the form of a corporate surety acceptable to the Contractor in the amount of Twenty-Five Thousand Dollars (\$25,000.00), said bond to guarantee the Satellite Owner's full and complete performance of this Satellite Agreement, including the payment to the Contractor of all sums due hereunder and the payment of all prizes claimed. Said bond shall provide that said bond shall not be canceled except upon giving thirty (30) days' notice in writing to the Contractor. Any termination or cancellation of said bond during the term of this Satellite Agreement shall constitute a breach of this Satellite Agreement; provided, however, that the Satellite Owner may cure such breach by filing with the Contractor a replacement bond in the form and surety satisfactory to the Contractor on or before the effective date of termination or cancellation of said bond. In lieu of said bond, the Satellite Owner, with the consent of the Contractor, may file with the Contractor a letter of credit issued by a local bank or other financial institution or other collateral acceptable to the Contractor in the amount of Twenty-Five Thousand Dollars (\$25,000.00); provided, however, that the Satellite Owner shall be in breach of this Satellite Agreement at any time during the term of this Satellite Agreement that the Satellite Owner does not have on file with the Contractor a letter of credit issued by a local bank or other financial institution or other collateral acceptable to the Contractor in the amount of Twenty-Five Thousand Dollars (\$25,000.00).
38. In the event of the breach of the Satellite Agreement, and in addition to all remedies available under this Satellite Agreement, or at law or in equity, the Contractor shall be entitled to affirmative or negative injunctive relief.
39. No waiver by either party to this Satellite Agreement at any time of any breach by the other party or if compliance by the other party with any condition or provision of this Satellite Agreement to be performed by the other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time. Any invalidity or unenforceability of any provision or provisions of this Satellite Agreement shall not affect the validity or enforceability of any other provisions of this Satellite Agreement, nor shall the invalidity or unenforceability of a portion of any provision of this Satellite Agreement affect the validity or enforceability of the balance of such provisions. All other provisions and parts of provisions shall remain in full force and effect; provided, however, if the removal or inoperative effect of any such provision or part of any provision so declared invalid or unenforceable shall materially affect the Contractor's rights hereunder, the Contractor may terminate this Satellite Agreement.
40. Whenever this Satellite Agreement shall set forth any time for any action to be performed by, or on behalf of, the Satellite Owner; such time shall be deemed of the essence.

41. The parties hereto agree that all rights and obligations required under this Satellite Agreement are personal to the parties and that neither this Satellite Agreement, nor any rights or obligations hereunder, may be assigned, transferred, or subcontracted by the Satellite Owner.
42. This Satellite Agreement incorporates and integrates all terms and conditions of all documents and laws mentioned herein or incidental hereto and constitutes the entire Satellite Agreement between the parties hereto superseding any prior agreement or understanding, whether oral or written, express or implied. This Satellite Agreement may not be discharged or modified except as provided herein or permitted by law.
43. This Satellite Agreement shall be governed and construed in accordance with the laws of the State of Nebraska. Any legal action to enforce or declare any rights or obligations created or imposed by this Satellite Agreement shall be commenced in a court of the State of Nebraska.
44. Notices for any and all purposes hereunder, including service of process, shall be deemed to be sufficient if sent by certified or registered mail, postage prepaid, addressed as follows:
 - 44.1 To the Contractor:

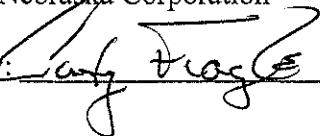
Fonner Keno, Inc.
700 East Stolley Park Road
P.O. Box 490
Grand Island, NE 68802-0490
 - 44.2 To the Satellite Owner:

At the address designated in Exhibit "A" attached hereto and made a part hereof by reference.
45. The Contractor shall have the option to renew this Satellite Agreement for any period during which the Lottery Operator Agreement is extended by the County.
46. The Satellite Owner shall promote the keno-type lottery game with the regular food and beverage customers of the Satellite Location consistent with any requirements of the Contractor. The Contractor shall have sole authority in regard to any other advertising and promotion of the keno-type lottery game at the Satellite Location. The Satellite Owner shall not engage in any advertising or promotion of the keno-type lottery game at the Satellite Location except with the consent of the Contractor.

47. The Satellite Owner agrees to cooperate with the Contractor regarding the operation of a keno-type lottery game at the Satellite Location and will execute and deliver any such other instruments and documents and take such other actions as may reasonably be required or requested from time to time by the Contractor in order to carry out the intended purposes of this Satellite Agreement and to comply with any and all laws and governmental regulations for the operation of a keno-type lottery game.
48. At the end of the term of this Satellite Agreement, or in the event of any termination of this Satellite Agreement, the Satellite Owner agrees to surrender the equipment for the keno-type lottery game provided by the Contractor at the Satellite Location to the Contractor. The Satellite Owner further consents to permit the Contractor access to the Satellite Location for the purposes of the removal of the equipment for the keno-type lottery game provided by the Contractor at the Satellite Location notwithstanding any dispute between the Satellite Owner and the Contractor regarding the termination of this Satellite Agreement. The Satellite Owner acknowledges and agrees that the Satellite Owner shall have no right, title or interest in the equipment for the keno-type lottery game provided by the Contractor at the Satellite Location.
49. The Satellite Owner acknowledges and agrees that it is not an employee of, or joint venture or partner with, the Contractor. This Satellite Agreement does not give rise for any claim, loss or damages against the Contractor in the event of the termination of the Satellite Agreement, or in the event that the Contractor is unable to perform hereunder for any reason whatsoever.

In Witness whereof, the parties have executed this Satellite Agreement

Fonner Keno, Inc.
A Nebraska Corporation

By: 

“Contractor”


Kerjac Inc
A Nebraska Corporation


By: 

Exhibit "A"

1. The address of and general description of the Satellite Location under paragraph 1. of the Satellite Agreement is:

Premises of:

Kerjac, Inc. d/b/a Stix

807 W. 4th

Grand Island, NE 68801

2. The address for notice to the Satellite Owner under Paragraph 44.2 of the Satellite Agreement is:

807 W. 4th

Grand Island, NE 68801

OPTION

The undersigned hereby grants to Fonner Keno, Inc., ("Fonner Keno"), a Nebraska corporation, the option to establish a keno-type lottery game at the premises of Kerjac, Inc. d/b/a Stix, 807 W. 4th Street, Grand Island, Nebraska 68801, upon the following terms and conditions:

1. The undersigned acknowledges that Fonner Keno has entered into a Lottery Operator Agreement dated the 23rd day of March 1993 ("Lottery Operator Agreement") with the County of Hall, Nebraska ("County") for the establishment of a keno-type lottery game and that the term of such Lottery Operator Agreement was extended by a Modification and Extension of Lottery Operator Agreement dated October 8, 2002.

2. The undersigned further acknowledges that Fonner Keno may operate any number of Satellite locations within the boundaries of the County, subject to the approval of the County, consistent with Paragraph 3.3 of the Lottery Operator Agreement. If any such satellite location is located within the boundaries of the City of Grand Island, Nebraska ("City"), Fonner Keno may not operate such satellite location before obtaining the approval of the City.

3. The undersigned desires to be designated as an additional satellite location consistent with the Lottery Operator Agreement, and further desires to enter into the Satellite Agreement with Fonner Keno, attached hereto as Exhibit "A" and made a part hereof by reference.

4. The undersigned agrees to complete the Sales Outlet Application, attached hereto as Exhibit "B" and made a part hereof by reference, and any other materials requested by the County, and deliver same to Fonner Keno for submission to the County.

5. The undersigned acknowledges that the sole consideration for the Option shall be the submission of the Sales Outlet Application and this Option by Fonner Keno to the County and the City, if applicable, consistent with the provisions of Paragraph 3.3 of the Lottery Operator Agreement.

6. The undersigned acknowledges that Fonner Keno will rely on this Option in submitting the Sales Outlet Application of the undersigned and this Option to the County and the City, if applicable, consistent with the provisions of the Lottery Operator Agreement, and may incur expense in regard to the submission to the County of the Sales Outlet Application of the undersigned and this Option consistent with the provision of the Lottery Operator Agreement.

7. Fonner Keno may exercise this option to establish a keno-type lottery game at the premises of the undersigned, as described in this Option, in the sole discretion of Fonner Keno and upon the exercise of such option by Fonner Keno, the undersigned shall execute the Satellite Agreement, attached hereto as Exhibit "A" and made a part hereof by reference.

8. This Option shall be void and of no further force and effect whatsoever unless it is exercised in the sole discretion of Fonner Keno.

9. This Option shall terminate if the Sales Outlet Application of the undersigned and this Option are not approved by the County and the City, if applicable consistent with Paragraph 3.3 of the Lottery Operator Agreement. If the undersigned has not entered into the Satellite Agreement attached hereto as Exhibit "A" and made a part hereof by reference, on or before December 31, 2014, this Option shall be considered terminated.

10. This Option shall be subject to the terms and conditions of the Lottery Operator Agreement and the Interlocal Cooperation Agreement dated the 23rd day of March 1993, between the County and the City.

11. The undersigned acknowledges that Fonner Keno has no obligation to establish a keno-type lottery game at the premises of the undersigned described in this Option and the obligation of Fonner Keno to Establish a keno-type lottery game at the premises of the undersigned described in this Option shall arise only upon the execution in the sole discretion of Fonner Keno, of the Satellite Agreement.

12. The submission of the Sales Outlet Application of the undersigned and this Option to the County and the City, if applicable, will not result in any rights of the undersigned to have the premises of the undersigned described in this Option designated as a satellite location. The establishment of a satellite location at the premises of the undersigned described in this Option by Fonner Keno is expressly subject to the approval of the County and the City, if applicable.

13. Fonner Keno shall have no obligation to enter into the Satellite Agreement except in the sole discretion of Fonner Keno and consistent with the Lottery Operator Agreement. Fonner Keno will enter into the Satellite Agreement only upon compliance with the requirements of the Lottery Operator Agreement including, but not limited to, the approval of a satellite location at the premises of the undersigned described in this Option by the County and the City, if applicable.

14. The undersigned acknowledges that the County and the City have established or may establish criteria of qualification standard for satellite locations. The undersigned agrees to provide Fonner Keno with such additional information required by Fonner Keno to determine whether the undersigned complies with any criteria or qualification standards established by the County and, if applicable, the City. The undersigned acknowledges that the undersigned will be ineligible to be designated as an additional Agreement in the event that the undersigned fails to comply with any criteria or qualification standards established by the County and, if applicable, the City.

15. The undersigned will not transfer, sell, assign, grant or convey this Option to any other person or entity.

16. The undersigned will indemnify and hold Fonner Keno harmless against any liability incurred by Fonner Keno in reliance on the Option in the event that the undersigned fails to perform he terms and conditions of this Option.

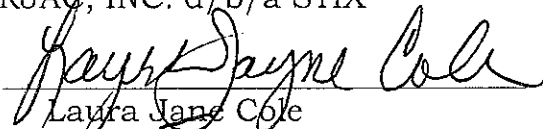
17. Time is of the essence in regard to this Option.

18. This Option is binding upon the parties hereto and upon their respective heirs, successors, personal representatives and assigns.

DATED this 5th day of September, 2014.

KERJAC, INC. d/b/a STIX

By

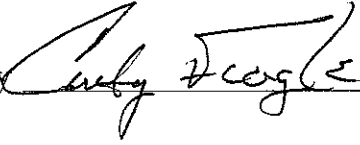

Laura Jane Cole
Jayne

RECEIPT

Fonner Keno, Inc., hereby acknowledges receipt of this Option and agrees to submit this Option, together with the applicable Sales Outlet Application, to the County of Hall, Nebraska and the City of Grand Island, Nebraska, if applicable, consistent with the Lottery Operator Agreement dated the 23rd day of March 1993, between Fonner Keno, Inc., and the County of Hall, Nebraska; provided, however, that Fonner Keno, Inc., shall have no obligation to establish a keno-type lottery game at the premises described in the foregoing Option, except in the sole discretion of Fonner Keno, Inc.

DATED this 5th day of Sept, 2014.

FONNER KENO, INC., A Nebraska Corporation

By 

APPLICATION FOR HALL COUNTY KENO SALES OUTLET APPROVAL

1. Business name and location of proposed sales outlet location: Stix Billiard Center
811 W 4th, Grand Island NE, 68801

2. Address of proposed sales outlet location: 811 W 4th, Grand Island NE 68801

3. Applicant's name: Laura Jayne Cole - KERJAC Inc.

4. Applicant is: individual/sole proprietorship; partnership; corporation (check one)

5. Provide below the name, address, and date of birth of the applicant individually, or in the case of a business entity, of all officer, director, employee, or limited liability company member of the applicant (other than an employee whose duties are purely ministerial in nature), and state the nature of each person's ownership interest. (Attach additional sheets if necessary):

Kerry P. Cole - President - 50% interest - 819 N. Howard, GI. 03
Laura J. Cole - Sec/Treasurer - 50% interest - 819 N. Howard, GI. 03

6. Provide below the name, address, and date of birth of the person or persons who will be in charge of the day-to-day operations of the keno lottery at the sales outlet location:

Laura J Cole - 819 N. Howard, GI 03.

7. Provide below the name, address, and date of birth of each person that will be involved in the conduct of the keno lottery at the sales outlet location:

Laura J Cole, 819 N. Howard, GI 03
Kerry P Cole, 819 N. Howard, GI 03 -
Diana M Sinzel, 81424 Hancock, GI 03 -
Harold Zimmerman, 2506 Seedlingmile, GI 01 -

8. Has the applicant individually, or in the case of a business entity, any officer, director, employee, or limited liability company member of the applicant (other than an employee whose duties are purely ministerial in nature) been a party in any lawsuit filed or pending within ten years of the date of this application? _____. If yes, for each such suit state the names of the parties, the court and case number, and the type of action and whether a judgment was entered against the applicant or person having ownership interest in the applicant. Attach additional sheets if necessary.

9. Has the applicant individually, or in the case of a business entity, any officer, director, employee, or limited liability company member of the applicant (other than an employee whose duties are purely ministerial in nature) been a party in any lawsuit filed a petition in bankruptcy within the previous ten year period? NO. If yes, for each such state the name of the bankruptcy debtor, the court, and case number. Attach additional sheets if necessary.

10. Is the applicant individually, or in the case of a business entity, any officer, director, employee, or limited liability company member of the applicant (other than an employee whose duties are purely ministerial in nature) delinquent in the payment of any county, state or federal taxes? no. If yes, state the type and amount of each delinquency and explain the reason for the delinquency.

11. Has the applicant individually, or in the case of a business entity, any officer, director, employee, or limited liability company member of the applicant (other than an employee whose duties are purely ministerial in nature), or any person with a substantial interest in the applicant:

- a) been found by a court or an administrative agency or tribunal to have violated the provisions, requirements, conditions, limitations, or duties imposed by this Resolution, the Nebraska Bingo Act, the Nebraska County and City Lottery Act, the Nebraska Lottery and Raffle Act, the Nebraska Pickle Card Lottery Act, the Nebraska Small Lottery and Raffle Act, the State Lottery Act, or any rules or regulations adopted and promulgated pursuant to such acts;
- b) been found by a court or an administrative agency or tribunal to have knowingly caused, aided, abetted, or conspired with another to cause any person to violate any of the provisions of such acts or any rules or regulations adopted and promulgated pursuant to such acts;
- c) been found by a court or an administrative agency or tribunal to have obtained a permit or permit pursuant to such acts by fraud, misrepresentation, or concealment;
- d) convicted of, forfeited bond upon a charge of, or pleaded guilty or nolo contendere to any offense or crime, whether a felony or a misdemeanor, involving any gambling activity or fraud, theft, willful failure to make required payments or reports, or filing false reports with a governmental agency at any level;
- e) convicted of, forfeited bond upon a charge of, or pleaded guilty or nolo contendere to any felony within the ten years preceding the filing of the application;
- f) been found by a court or an administrative agency or tribunal to have denied without lawful cause the Nebraska Department of Revenue or their authorized representatives, including authorized law enforcement agencies, access to any place where activity required to be licensed under the Nebraska County and City Lottery Act is being conducted or failed to produce for inspection or audit any book, record, document, or item required by law, rule, or regulation;

no. If yes, identify each such person or entity and explain fully the nature of the administrative or judicial proceedings, the outcome, the date of such action, and the basis for the finding or conviction:

12. Is the applicant individually, or in the case of a business entity, any officer, director, employee, or limited liability company member of the applicant (other than an employee whose duties are purely ministerial in nature), any other person or entity directly or indirectly associated with such applicant currently the subject of an investigation by an agency of the state of Nebraska or an agency of the United States of America? NO. If yes, for each such person or entity state the agency or agencies conducting such investigation:

13. Does the proposed sales outlet location meet the accessibility requirements of the Americans with Disabilities Act of 1990? YES. If yes, provide a statement of compliance from an architect or consultant who has surveyed the facility for compliance.

14. Seating capacity of sales outlet location: 150

15. Parking capacity of sales outlet location: 40 vehicles

Date: Sept. 9, 2014

Signature: [Handwritten Signature]

Title: Sec-Treasurer Kenjac Inc.

RESOLUTION 2014-303

WHEREAS, the County of Hall and the City of Grand Island entered into an Inter-Local Cooperation Agreement to permit the operation of keno within Hall County; and

WHEREAS, Fonner Keno, Inc. has previously been licensed to operate keno and certain locations have been designated as satellite locations for the operation of keno; and

WHEREAS, the County of Hall has selected an additional satellite location for approval for the operation of keno, such location being the premises at 811 West 4th Street in Grand Island, Nebraska, owned by Kerjac, Inc. dba Stix Billiard Center, a Nebraska corporation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Kerjac, Inc. dba Stix Billiard Center, a Nebraska corporation, located at 811 West 4th Street, Grand Island, Nebraska is hereby approved as an additional satellite location for the operation of keno, subject to entering into the proper agreement.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 23, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 19, 2014	☐ City Attorney



City of Grand Island

Tuesday, September 23, 2014

Council Session

Item G-14

#2014-304 - Approving Letter of Credit for Employer's Mutual Casualty Company (EMC) Insurance Reserve

Staff Contact: Jaye Monter, Finance Director

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: September 23, 2014

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

Item #'s: G-14

Presenter(s): Jaye Monter, Finance Director

Background

Employer's Mutual Casualty Company (EMC) requires security or collateral be provided for "large deductible" Workers Compensation policies. They require security or collateral to be purchased in order to cover long term workers compensation payments. In the past the City of Grand Island has purchased a Financial Guarantee Bond. The financial guarantee bond provided coverage of \$800,000 as that is the amount of total reserve dollars established by EMC for workers compensation claims.

Discussion

In December 2013, the renewal of this bond cost the City \$18,400. Instead of the Financial Guarantee Bond, EMC will approve the purchase of a Letter of Credit by the City of Grand Island. The price of an \$800,000 letter of credit is \$3,200 and will renew each year for that same amount. Wells Fargo Bank, N.A. would be the bank providing this Letter of Credit.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve this letter of credit from Wells Fargo Bank, N.A. to cover the Workers Compensation Policy provided by EMC Insurance.

Sample Motion

Move to approve the Letter of Credit from Wells Fargo Bank, N.A.

Patriot Act Notice: U.S. Federal laws require all financial institutions to obtain, verify, and record information that identifies each person who opens an account. Issuing the Credit is considered to be opening an account and will require compliance with these Federal laws.

Credit Requesting Issuance Of Guarantee Or Other Undertaking: (To be completed only if the Beneficiary is a bank or another financial institution and the Beneficiary is to issue its guarantee or other undertaking supported by the Credit.)

Please request the Beneficiary to issue and deliver its _____ [specify type of guarantee or other undertaking] in favor of _____ for an amount not exceeding the amount specified above, effective immediately and related to _____ [specify contract number or other pertinent reference] to expire _____ [specify an expiry date at least 15 days prior to the Credit expiry date indicated above]. Applicant attaches the wording to be used for such guarantee or other undertaking, if available. If the wording is not available, the wording should be the Beneficiary's customary wording for such guarantee or undertaking, with the wording specifying a maximum amount and an expiration date. If the Credit is issued as support for a guarantee or other undertaking which the Credit's Beneficiary has issued or is to issue on behalf of Applicant, Applicant agrees that until Wells Fargo is released from its obligations under or in connection with the Credit by such Beneficiary Applicant will remain liable, with respect to the Credit, to Wells Fargo under this Application and the Standby Letter of Credit Agreement Applicant has signed relating to the Credit, even though such liability may exceed the amount of the Credit or continue beyond the expiration date of the Credit).

Transmission of Credit: Please transmit the original of the Credit yourself or through a bank selected by you to the following:

Beneficiary Applicant Other: _____

By selecting a party other than the beneficiary, I acknowledge and understand the rights of the beneficiary under an issued Standby Letter of Credit are unchanged regardless of where the original has been delivered.

Applicant's Agreement and Signature: (Each party obligated either alone or jointly and severally with others to reimburse Wells Fargo with respect to the Credit must sign this Application below.) EACH APPLICANT'S SIGNATURE BELOW AFFIRMS THAT (1) IT HAS FULLY READ AND AGREED TO, (2) IT WILL BE BOUND BY, AND (3) THE CREDIT WILL BE GOVERNED BY, THE TERMS OF THIS APPLICATION AND THE TERMS OF THE STANDBY LETTER OF CREDIT AGREEMENT SIGNED BY EACH APPLICANT IN FAVOR OF WELLS FARGO OR ANY OTHER AGREEMENT SIGNED BY EACH APPLICANT PURSUANT TO WHICH THE CREDIT IS ISSUED. THIS APPLICATION IS SIGNED BY EACH APPLICANT'S DULY AUTHORIZED REPRESENTATIVE(S) ON THE DATE SPECIFIED ABOVE.

Print or Type Name of Applicant: City of Grand Island, Nebraska		Print or Type Name of Co-Applicant:	
Address: PO Box 1968 Grand Island, NE 68802-1968		Address:	
Authorized Signature (and Title, if applicable):		Authorized Signature (and Title, if applicable):	
Authorized Signature (and Title, if applicable):		Authorized Signature (and Title, if applicable):	
Email Address:		Email Address:	
Applicant Contact:	Phone Number:	Applicant Contact:	Phone Number:

For Wells Fargo Bank Use Only

Credit Issuance Has Been Approved in Accordance With Wells Fargo's Credit Policies and Procedures

Approving Officer's Signature	Approving Officer's Name (Print)	Approving Officer's Office (Print)	Au	Mac
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Approving Officer's Telephone:	Approving Officer's E-Mail Address:	Date:
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- The Credit *appears* to support an obligation to make a monetary payment and should *most likely* be classified as a "financial obligation".
 The Credit *appears not* to support an obligation to make a monetary payment and should *most likely* be classified as a "performance obligation".

The Standby Letter of Credit requested above is a syndicated transaction. I confirm that I have communicated the information regarding this transaction to the Wells Fargo Syndications Group as required by Wells Fargo policy.

For any questions regarding this transaction, please contact Approver Applicant directly Other: _____

AFS BOOKING INTERFACE: YES <input type="checkbox"/> NO <input type="checkbox"/>	STANDALONE: YES <input type="checkbox"/> NO <input type="checkbox"/>	OBLIGOR#:	COMMITMENT#:	COLLATERAL:	BQR: 000	CQR:	PURPOSE CODE:	NAIC CODE:
CLAS BOOKING:	STANDALONE: YES <input type="checkbox"/> NO <input type="checkbox"/>	OBLIGOR NO.	DEAL NO.	BDG	LOAN IQ BOOKING:	FACILITY ID:		

Exception Pricing: Commission P.A. _____ Servicing Fees _____

SPECIAL INSTRUCTIONS: (Indicate provisions applicable to the Credit different from those on Applicant's Relationship Management Instructions Form)



Wells Fargo Bank, N.A.
Trade Services Division, Northern California
One Front Street, 21st Floor
San Francisco, California 94111
Phone # (800) 798-2815, Option 1

Irrevocable Letter of Credit Number .

Issue Date:

Amount:

Expiry Date: September 30, 2009

For Account of:

To Beneficiary: Employer's Mutual Casualty Company
11819 Miami, Suite 300
P.O. Box 2070
Omaha, Ne 68103-2070

We hereby establish our Irrevocable Letter of Credit in favor of you, available by your drafts at sight, drawn on us, when presented for payment at Wells Fargo Bank, N.A., Trade Services Division, Northern California, One Front Street, 21st Floor, San Francisco, California 94111.

Special Instructions:

All drafts must be marked: "Drawn under Wells Fargo Bank, N.A. Letter of Credit Number _____ dated October 10, 2008", and any drafts so drawn must be accompanied by this original Letter of Credit Number _____


It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for one year from the present or any future expiration date thereof, unless thirty days prior to any such expiration date we shall notify you in writing by registered mail or overnight that we elect not to consider this Letter of Credit renewed for any such additional period.

We hereby engage with you that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if drawn and presented for payment as instructed above on or before the expiration date of this Letter of Credit or any automatically extended date, as hereinbefore set forth.

This Letter of Credit is governed by the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication Number 500, and the Uniform Commercial Code.

Very truly yours,

Wells Fargo Bank, N.A.

By: 
Name: EISA CHAU
Title: ASSISTANT VICE PRESIDENT

Standby Letter of Credit Agreement (Standard Version)

To induce Wells Fargo Bank, National Association and/or any of its branches or affiliates (individually and collectively, "Bank"), in its sole discretion, to issue one or more standby letters of credit (as may be amended from time to time, each a "Credit" and collectively, the "Credits") at the request of the undersigned (individually and collectively, "Applicant"; jointly and severally, if more than one) and for the account of Applicant named in the Application (as defined below), Applicant agrees that the following terms and conditions of this Standby Letter of Credit Agreement (this "Agreement") shall apply to any Credit:

1. Applications/Instructions. The request to issue or amend a Credit (an "Application") shall be irrevocable and in such form as Bank shall from time to time require or agree to accept (including any type of electronic form or means of communication). Inquiries, communications and instructions (whether written, facsimile or in other electronic form approved by Bank) regarding a Credit, each Application and this Agreement are each referred to herein as "Instructions". Bank's records of the content of any Instruction will be conclusive.

2. Applicant's Reimbursement and Payment Obligations and Terms.

- (a) **United States Dollar Drawings.** For each Credit payable or purporting to be payable in United States Dollars, Applicant shall, as to clause (i) below, reimburse Bank, and as to all other clauses below, pay Bank:
- (i) the amount of each drawing paid by Bank under the Credit on the same Business Day (as defined below) such drawing is paid by Bank, if under a sight draft or demand presentation paid by Bank under such Credit, and at least one (1) Business Day prior to the date when payment is to be made under a time draft (or acceptance relating thereto) or deferred payment obligation;
 - (ii) commissions, fees and charges in respect of the Credit (including, commissions and fees for issuance, transfer, assignment of proceeds, amendments and drawings and of any adviser, confirming institution or entity or other nominated person), at such rates, amounts and times as Bank and Applicant shall mutually agree (or if no agreement, the rates then customarily charged by Bank);
 - (iii) interest on each amount payable under this Agreement for each day from and including the date such payment is due through the date of payment, on demand, at a rate per annum (calculated on the basis of a 360-day year for the actual number of days elapsed) equal to the lesser of (A) the Prime Rate (as defined below) plus 4% and (B) the highest rate permitted by applicable law;
 - (iv) Bank's charges, costs and expenses (including the reasonable legal fees, charges and disbursements of any counsel (including in-house counsel fees and allocated costs) to Bank incurred in connection with the protection or enforcement of Bank's rights under this Agreement and any correspondent's charges, with interest from the date paid or incurred by Bank through the date of payment by Applicant, on demand, at a rate per annum equal to the lesser of (A) the Prime Rate plus 4% and (B) the highest rate permitted by applicable law;
 - (v) if as a result of any Change in Law (as defined below), Bank determines that the cost to Bank of issuing or maintaining any Credit is increased, or any amount received or receivable by Bank under this Agreement is reduced, or Bank is required to make any payment in connection with any transaction contemplated hereby, then such additional amount or amounts, on demand, as Bank determines will compensate Bank for such increased cost, reduction or payment; and
 - (vi) as used in this Agreement, the following capitalized terms have the meanings ascribed to such terms:
 - (A) "**Business Day**" means any day that is not a Saturday, Sunday or other day on which commercial banks are authorized or required to close at the place where Bank is obligated to honor a presentation or otherwise act under a Credit.
 - (B) "**Prime Rate**" means the rate of interest most recently announced within Bank at its principal office as its "Prime Rate", with the understanding that the Prime Rate is one of Bank's base rates and serves as the basis upon which effective rates of interest are



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Wells Fargo Confidential When Completed

calculated for those loans making reference thereto, and is evidenced by the recording thereof after its announcement in such internal publication or publications as Bank may designate. Each change in the Prime Rate shall be effective from and including the date such change is announced as being effective.

- (C) **"Change in Law"** means the occurrence after the date of this Agreement of: (a) the adoption or effectiveness of any law, rule, regulation, judicial ruling, judgment or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application by any Governmental Authority of any law, rule, regulation or treaty, or (c) the making or issuance by any Governmental Authority of any request, rule, guideline or directive, whether or not having the force of law; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives concerning capital adequacy promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the US or foreign regulatory authorities shall, in each case, be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.
 - (D) **"Governmental Authority"** means the government of any nation or any political subdivision thereof, whether at the national, state, territorial, provincial, municipal or any other level, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of, or pertaining to, government (including any supra-national bodies such as the European Union or the European Central Bank).
- (b) **Foreign Currency Drawings.** If the amount drawn or demanded to be paid under any Credit is not in United States Dollars, Applicant agrees to reimburse or pay under Section 2(a) above the United States Dollar equivalent of the amount computed at Bank's selling rate, as of the date of Applicant's reimbursement or payment. Notwithstanding the foregoing, Bank may, at its sole and absolute discretion, require or permit Applicant to reimburse or pay under Section 2(a) above in the applicable non-United States Dollars currency.
 - (c) **Immediately Available Funds; No Withholding.** All reimbursements and payments shall be made in immediately available funds, free and clear of and without deduction for any present or future Taxes (as defined below), set-off or other liabilities, at such time and to such location as Bank may designate from time to time. Applicant shall pay all withholding, stamp and other Taxes imposed by any taxing authority on reimbursement or payment under any Credit and this Agreement, and shall indemnify Bank against all liabilities, costs, claims and expenses resulting from Bank having to pay or from any omission to pay or delay in paying any Tax. **"Taxes"** means all taxes, fees, duties, levies, imposts, deductions, charges or withholdings of any kind (other than federal and state income taxes and franchise taxes imposed on Bank).
 - (d) **Automatic Debit and Set-Off.** Bank may (but shall not be required to), without demand for reimbursement or payment or notice to Applicant, and in addition to any other right of set-off that Bank may have, debit any account or accounts maintained by Applicant with any office of Bank (now or in the future) and set-off and apply (i) any balance or deposits (general, special, time, demand, provisional, final, matured, unmatured, contingent or absolute) in the account(s) and (ii) any sums due or payable from Bank, to the payment of any and all amounts owed by Applicant to Bank.
 - (e) **Obligations Absolute.** Applicant's reimbursement and payment obligations under this Section 2 are absolute, unconditional and irrevocable and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever, including, without limitation:
 - (i) any lack of validity, enforceability or legal effect of any Credit or this Agreement or any term or provision therein or herein;
 - (ii) payment against presentation of any draft, demand or claim for payment under any Credit or other document presented for purposes of drawing under any Credit (individually, a **"Drawing Document"** and collectively, the **"Drawing Documents"**) that does not comply in whole or in part with the terms of the applicable Credit or which proves to be fraudulent, forged or invalid in any respect or any statement therein being untrue or inaccurate in any respect, or which is signed, issued or presented by a Person (as defined below) or a transferee of such Person purporting to be a successor or transferee of the beneficiary of such Credit;
 - (iii) Bank or any of its branches or affiliates being the beneficiary of any Credit;

- (iv) Bank or any correspondent honoring a drawing against a Drawing Document up to the amount available under any Credit even if such Drawing Document claims an amount in excess of the amount available under the Credit;
- (v) the existence of any claim, set-off, defense or other right that Applicant or any other Person may have at any time against any beneficiary, any assignee of proceeds, Bank or any other Person; or
- (vi) any other event, circumstance or conduct whatsoever, whether or not similar to any of the foregoing that might, but for this Section, constitute a legal or equitable defense to or discharge of, or provide a right of set-off against, the Obligations (as defined below), whether against Bank, the beneficiary or any other Person;

provided, however, that subject to Section 4(b) below, the foregoing shall not release Bank from such liability to Applicant as may be finally determined in a binding arbitration proceeding brought by Applicant pursuant to Section 11 below (or as may be judicially determined in a final, non-appealable judgment by a court of competent jurisdiction pursuant to the last sentence of Section 11 below) against Bank following reimbursement and/or payment of the Obligations. "**Obligations**" means all obligations and liabilities, including without limitation, reimbursement and other payment obligations and liabilities, of Applicant to Bank arising under, or in connection with, this Agreement, including, without limitation, Section 4 below, any Application or any Credit, whether matured or unmatured, absolute or contingent, now existing or hereafter incurred. "**Person**" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity.

3. Applicant's Responsibility. Applicant is responsible for preparing and/or approving the final text of the Credit as issued by Bank, irrespective of any assistance Bank may provide such as drafting or recommending text or by Bank's use or refusal to use text submitted by Applicant. Applicant understands that the final form of any Credit may be subject to such revisions and changes as are deemed necessary or appropriate by Bank and Applicant hereby consents to such revisions and changes. Applicant is solely responsible for the suitability of the Credit for Applicant's purposes. Applicant will examine the copy of the Credit and any other documents sent by Bank in connection with the Credit and shall promptly notify Bank of any non-compliance with Applicant's Instructions and of any discrepancy in any document under any presentment or other irregularity. Applicant understands and agrees that Bank is not required to extend the expiration date of any Credit for any reason, and with respect to any Credit containing an "automatic amendment" to extend the expiration date of such Credit, Bank, in its sole and absolute discretion, may give notice of nonrenewal of such Credit and, if Applicant does not at any time want such Credit to be renewed, Applicant will so notify Bank at least fifteen (15) calendar days before Bank is required to notify the beneficiary of such Credit or any advising bank of such nonrenewal pursuant to the terms of such Credit.

4. Indemnification; Limitation of Liability.

- (a) **Indemnification.** Applicant agrees to indemnify and hold harmless Bank (including its branches and affiliates), its correspondents and each of their respective directors, officers, employees, attorneys and agents (each, including Bank, an "**Indemnified Person**") from and against any and all claims, suits, judgments, liabilities, losses, fines, damages, penalties, interest, costs and expenses (including expert witness fees and reasonable legal fees, charges and disbursements of any counsel (including in-house counsel fees and allocated costs) and all expenses of arbitration or litigation and in preparation thereof), which may be incurred by or awarded against any Indemnified Person (the "**Costs**"), and which arise out of or in connection with, or as a result of:
 - (i) any Credit or any pre-advice of its issuance;
 - (ii) any transfer, sale, delivery, surrender or endorsement of any Drawing Document at any time(s) held by any Indemnified Person in connection with any Credit;
 - (iii) any action or proceeding arising out of, or in connection with, any Credit or this Agreement (whether administrative, judicial or in connection with arbitration), including any action or proceeding to compel or restrain any presentation or payment under any Credit, or for the wrongful dishonor of, or honoring a presentation under, any Credit;
 - (iv) any independent undertakings issued by the beneficiary of any Credit;
 - (v) any unauthorized Instruction or error in computer or electronic transmission;
 - (vi) an adviser, confirmer or other nominated person seeking to be reimbursed, indemnified or compensated;
 - (vii) any third party seeking to enforce the rights of an applicant, beneficiary, nominated person, transferee, assignee of Credit proceeds or holder of an instrument or document;
 - (viii) the fraud, forgery or illegal action of parties other than the Indemnified Person;

- (ix) Bank's performance of the obligations of a confirming institution or entity that wrongfully dishonors a confirmation; or
- (x) the acts or omissions, whether rightful or wrongful, of any present or future *de jure* or *de facto* governmental or regulatory authority or cause or event beyond the control of such Indemnified Person;

in each case, including that resulting from Bank's own negligence; provided, however, that such indemnity shall not be available to any Person claiming indemnification under clauses (i) through (xi) above to the extent that such Costs are found in a binding arbitration proceeding brought by Applicant pursuant to Section 11 below (or as may be judicially determined in a final, non-appealable judgment by a court of competent jurisdiction pursuant to the last sentence of Section 11 below) to have resulted directly from the gross negligence or willful misconduct of the Indemnified Person claiming indemnity. Applicant hereby agrees to pay Bank on demand from time to time all amounts owing under this Section. If and to the extent that the Obligations of Applicant under this Section are unenforceable for any reason, Applicant agrees to make the maximum contribution to the Costs permissible under applicable law. This indemnity provision shall survive termination of this Agreement and all Credits.

- (b) **Direct Damages; No Punitive Damages.** The liability of Bank (or any other Indemnified Person) under, in connection with and/or arising out of this Agreement or any Credit (or pre-advice), regardless of the form or legal grounds of the action or proceeding, shall be limited to direct damages suffered by Applicant that are caused directly by Bank's gross negligence or willful misconduct in (i) honoring a presentation under a Credit that on its face does not at least substantially comply with the terms and conditions of such Credit, (ii) failing to honor a presentation under a Credit that strictly complies with the terms and conditions of such Credit or (iii) retaining Drawing Documents presented under a Credit. Bank shall be deemed to have acted with due diligence and reasonable care if Bank's conduct is in accordance with Standard Letter of Credit Practice (as defined below) or in accordance with this Agreement. "**Standard Letter of Credit Practice**" means, for Bank, any domestic or foreign law or letter of credit practices applicable in the city in which Bank issued the applicable Credit or for its branch or correspondent, such laws and practices applicable in the city in which it has advised, confirmed or negotiated such Credit, as the case may be. Such practices shall be (A) of banks that regularly issue Credits in the particular city, and (B) required or permitted under the ISP (as defined below) or UCP (as defined below), as chosen in the applicable Credit. "**ISP**" means, International Standby Practices 1998 (International Chamber of Commerce Publication No. 590) and any subsequent revision thereof adopted by the International Chamber of Commerce on the date such Credit is issued. "**UCP**" means, Uniform Customs and Practice for Documentary Credits 2007 Revision, International Chamber of Commerce Publication No. 600 and any subsequent revision thereof adopted by the International Chamber of Commerce on the date such Credit is issued. Applicant's aggregate remedies against Bank and any Indemnified Person for wrongfully honoring a presentation under any Credit or wrongfully retaining honored Drawing Documents shall in no event exceed the aggregate amount paid by Applicant to Bank in respect of the honored presentation in connection with such Credit under Section 2 above, plus interest. Notwithstanding anything to the contrary in this Agreement, neither Bank nor any other Indemnified Person shall, under any circumstances whatsoever, be liable in contract, tort or otherwise for any punitive, exemplary, consequential, indirect or special damages or losses regardless of whether or not Bank or any other Indemnified Person shall have been advised of the possibility thereof or the form of action in which such damages or losses may be claimed. Applicant shall take action to avoid and mitigate the amount of any damages claimed against Bank or any other Indemnified Person, including by enforcing its rights in the underlying transaction. Any claim by Applicant under or in connection with this Agreement or any Credit shall be reduced by an amount equal to the sum of (X) the amount (if any) saved by Applicant as a result of the breach or alleged wrongful conduct complained of; and (Y) the amount (if any) of the loss that would have been avoided had Applicant taken all reasonable steps to mitigate any loss, and in case of a claim of wrongful dishonor, by specifically and timely authorizing Bank to effect a cure.
- (c) **No Responsibility or Liability.** Without limiting any other provision of this Agreement, Bank and each other Indemnified Person (if applicable) shall not be responsible to Applicant for, and/or Bank's rights and remedies against Applicant and the Obligations shall not be impaired by:
 - (i) honor of a presentation under any Credit that on its face substantially complies with the terms and conditions of such Credit, even if the Credit requires strict compliance by the beneficiary;
 - (ii) honor of a presentation of any Drawing Document that appears on its face to have been signed, presented or issued (A) by any purported successor or transferee of any beneficiary or other Person required to sign, present or issue such Drawing Document or (B) under a new name of the beneficiary;

- (iii) acceptance as a draft of any written or electronic demand or request for payment under a Credit, even if nonnegotiable or not in the form of a draft, and/or Bank may disregard any requirement that such draft, demand or request bear any or adequate reference to the Credit;
- (iv) the identity or authority of any presenter or signer of any Drawing Document or the form, accuracy, genuineness or legal effect of any Drawing Document (other than Bank's determination that such Drawing Document appears on its face substantially to comply with the terms and conditions of the Credit);
- (v) acting upon any Instruction that it in good faith believes to have been given by a Person authorized to give such Instructions;
- (vi) any errors, omissions, interruptions or delays in transmission or delivery of any message, advice or document (regardless of how sent or transmitted) or for errors in interpretation of technical terms or in translation;
- (vii) any delay in giving or failing to give notice to Applicant;
- (viii) any acts, omissions or fraud by, or the solvency of, any beneficiary, any nominated person or entity or any other Person;
- (ix) any breach of contract between the beneficiary and Applicant or any of the parties to the underlying transaction;
- (x) assertion or waiver of any provision of the ISP or UCP that primarily benefits an issuer of a letter of credit, including any requirement that any Drawing Document be presented to it at a particular hour or place;
- (xi) payment to any paying or negotiating bank (designated or permitted by the terms of the applicable Credit) claiming that it rightfully honored or is entitled to reimbursement or indemnity under Standard Letter of Credit Practice applicable to it;
- (xii) acting or failing to act as required or permitted under Standard Letter of Credit Practice applicable to where it has issued, confirmed, advised or negotiated such Credit, as the case may be;
- (xiii) honor of a presentation after the expiration date of any Credit notwithstanding that a presentation was made prior to such expiration date and dishonored by Bank if subsequently Bank or any court or other finder of fact determines such presentation should have been honored;
- (xiv) dishonor of any presentation that does not strictly comply or that is fraudulent, forged or otherwise not entitled to honor; or
- (xv) honor of a presentation that is subsequently determined by Bank to have been made in violation of international, federal, state or local restrictions on the transaction of business with certain prohibited Persons.

5. Representations and Warranties. Applicant hereby represents and warrants to Bank that the following matters are true and correct in all respects (all of which representations and warranties will be repeated as true and correct as of the date of each new Application submitted by Applicant to Bank and as of the date of issuance of any Credit requested in each such Application):

- (a) **Organization, etc.** If not a natural person, Applicant is duly organized or formed, validly existing and (to the extent applicable under the laws of the relevant jurisdiction) in good standing under the laws of the jurisdiction of its organization or formation, and is duly qualified or licensed to do business (and in good standing as a foreign corporation or entity, if applicable) in all jurisdictions in which such qualification or licensing is required or in which the failure to so qualify or to be so licensed could have a material adverse effect on Applicant.
- (b) **Power and Authority.** Applicant has the requisite power and authority to execute and deliver this Agreement and each Application and to perform and observe the terms and conditions stated herein and therein, and, if not a natural person, Applicant has taken all necessary corporate or other action to authorize its execution, delivery and performance of this Agreement and each Application.
- (c) **Valid and Binding Obligation.** This Agreement constitutes, and each Application when signed and delivered by Applicant to Bank will constitute, its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and similar laws of general application affecting the rights of creditors and to general principles of equity.
- (d) **No Violation or Breach.** Applicant's execution, delivery and performance of this Agreement and each Application and the payment of all sums payable hereunder and thereunder do not and will not: (i) violate or contravene (A) if Applicant is not a natural person, its charter, bylaws or other organizational

documents; (B) any order, writ, law, treaty, rule, regulation or determination of any governmental or regulatory authority (domestic or foreign), in each case applicable to or binding upon it or any of its property; or (ii) result in the breach of any provision of, or in the imposition of any lien or encumbrance under, or constitute a default or event of default under, any agreement or arrangement to which it is a party or by which it or any of its property is bound, the contravention of which agreement or arrangement would have a material adverse effect on Applicant.

- (e) **Approvals.** No authorization, approval or consent of, or notice to or filing with, any governmental or regulatory authority is required to be made in connection with the execution and delivery by Applicant of this Agreement or the issuance by Bank of any Credit for the account of Applicant pursuant to this Agreement and related Application.
- (f) **Compliance with Laws.** Applicant is in compliance with all applicable laws and regulations, except where the noncompliance with which would not have a material adverse effect on Applicant, and no Application, Credit or transaction under any Application and/or Credit will contravene any laws, treaties, rules or regulations of any governmental or regulatory authority (state, federal or foreign), including, without limitation, any foreign exchange control laws or regulations, United States foreign assets control laws or regulations or currency reporting laws and regulations, now or hereafter applicable, except where the noncompliance with which would not have a material adverse effect on Applicant.
- (g) **No Default Under Applicant's Other Agreements.** Applicant is not in default under any agreement, obligation or duty to which it is a party or by which it or any of its property is bound, which could have a material adverse effect on Applicant.
- (h) **No Arbitration Proceeding or Litigation.** There is no pending or to the knowledge of Applicant, threatened arbitration proceeding, litigation or action which may materially adversely affect its financial condition or business or which purports to affect the validity or enforceability of this Agreement, any Credit or any transaction related to any Credit.
- (i) **Filed All Tax Returns and Paid All Taxes.** Applicant has filed all required tax returns, and all Taxes, assessments and other governmental charges due from it have been fully paid, except for Taxes which are being contested in good faith. Applicant has established on its books reserves adequate for the payment of all federal, state and other income tax liabilities, including those being contested in good faith.
- (j) **Financial Statements.** The financial statements most recently furnished to Bank by Applicant are complete and correct and fairly present in all material respects the financial condition of Applicant as at the date of such financial statements in accordance with generally accepted accounting principles, and there has been no material adverse change in Applicant's business, condition (financial or otherwise) or results of operation since the date of Applicant's most recent annual financial statements.

6. **Covenants.** Applicant hereby agrees and covenants to do the following:

- (a) **Compliance with Laws.** Comply with all federal, state and foreign exchange regulations and other laws and regulations of any governmental or regulatory authority (federal, state and foreign) now or hereafter applicable to Applicant, this Agreement, any Application or to any transactions or payments under or in connection with any Application and/or Credit, except where the noncompliance with which would not have a material adverse effect on Applicant.
- (b) **Keep Adequate Books and Records.** Keep adequate records and books of account in which complete entries will be made in accordance with accounting principles acceptable to Bank, consistently applied, reflecting all of Applicant's financial transactions.
- (c) **Permit Visits by Bank.** Permit Bank's employees or representatives from time to time, during customary business hours and after giving reasonable prior written notice, to visit and inspect Applicant's properties, inspect, review and make copies of such books, records and files as reasonably requested by Bank, and discuss with Applicant, or if Applicant is not a natural person, Applicant's executives, Applicant's business, assets, liabilities, indebtedness, financial condition and results of operations.
- (d) **Agreement to Deliver Evidence of Authority.** Fully complete, execute and promptly deliver to Bank concurrent with the execution of this Agreement, duly executed evidence of authority, in a form deemed acceptable to the Bank, certifying Applicant's capacity and authority to execute this Agreement and the transactions contemplated hereby on behalf of Applicant.
- (e) **Quarterly Financial Statements.** As soon as available and in any event within 90 days after the end of each fiscal quarter, deliver to Bank Applicant's unaudited quarterly balance sheet/financial statement as of the end of such fiscal quarter.

- (f) **Annual Financial Statements.** As soon as available and in any event within 120 days after the end of each fiscal year, deliver to Bank Applicant's audited year-end balance sheet/financial statement as of the end of such fiscal year.
- (g) **Other Information.** Deliver to Bank such other information (financial or otherwise) as Bank may from time to time request.
- (h) **Further Assurances.** At Applicant's costs and expense, execute and deliver to Bank such additional certificates, instruments and/or documents and take such additional action as may be reasonably requested by Bank to enable Bank to issue any Credit pursuant to this Agreement and related Application, to protect, exercise and/or enforce Bank's rights and interests under this Agreement and/or to give effect to the terms and provisions of this Agreement or any Application. Applicant irrevocably appoints Bank as its attorney-in-fact and authorizes Bank, without notice to Applicant, to execute and deliver all such documents and to take all such actions on behalf of Applicant. This appointment is coupled with an interest.

7. **Events of Default.** Each of the following shall be an "Event of Default" under this Agreement:

- (a) **Failure to Reimburse or Pay.** The failure by Applicant or any Person that has guaranteed or provided credit or collateral support for all or any part of the Obligations (each such Person, a "Guarantor") to reimburse or pay any principal, interest, fee or other amount when due under or in connection with this Agreement or any Credit.
- (b) **Breach of Representation and Warranty.** Any representation, warranty, certification or statement made or furnished by Applicant or any Guarantor under or in connection with this Agreement or any Application or as an inducement to Bank to issue a Credit shall be false, incorrect or incomplete in any material respects when made.
- (c) **Failure to Perform or Observe Covenants.** Applicant's or any Guarantor's failure to perform or observe any term, covenant or agreement contained in this Agreement (other than those referred to in subsections (a) and (b) of this Section), or the breach of any other obligation owed by Applicant or any Guarantor to Bank, and with respect to any such failure or breach that by its nature can be cured, such failure or breach shall continue or remain unremedied for thirty (30) calendar days after such failure or breach occurs.
- (d) **Defaults with Other Bank Agreements.** The occurrence and continuance of any default or defined event of default under any other agreement, document or instrument signed or made by Applicant or any Guarantor with or in Bank's favor.
- (e) **Insolvency Proceedings, Etc.** Applicant or any Guarantor institutes or consents to the institution of any proceeding under any Bankruptcy Law (as defined below); or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of Applicant or such Guarantor, as the case may be, and the appointment continues undischarged, undismissed or unstayed for 60 calendar days; or any proceeding under any Bankruptcy Law relating to Applicant or any Guarantor or to all or any material part of its property is instituted without the consent of Applicant or such Guarantor, as the case may be, and continues undischarged, undismissed or unstayed for 60 calendar days; or an order for relief is entered in any such proceeding. "Bankruptcy Law" means the United States Bankruptcy Code (11 U.S.C. §101 *et seq.*), as amended, modified, succeeded or replaced from time to time, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization or similar debtor relief laws of the United States or any state thereof or any foreign or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.
- (f) **Inability to Pay Debts.** Applicant or any Guarantor becomes unable or admits in writing its inability or fails generally to pay its debts as they become due.
- (g) **Death; Legal Incompetency, etc.** If Applicant or any Guarantor or any general partner or member of Applicant or any such Guarantor is a natural person, the death or judicial declaration of incompetency of Applicant, any such Guarantor or any such general partner or member.
- (h) **Sale of Assets; Reorganization or Merger; Dissolution.** There shall occur in one or a series of transactions: (i) the sale, assignment or transfer of all or a substantial portion of the assets of Applicant or of any Guarantor; (ii) a reorganization, merger or consolidation of Applicant or any Guarantor (or the making of any agreement therefor) shall occur without the prior written consent of Bank; or (iii) the dissolution, cancellation or termination of Applicant or any Guarantor.

- (i) **Default of Third Party Indebtedness.** Applicant's or any Guarantor's failure to pay or perform when due any indebtedness or other obligation Applicant or such Guarantor has to any Person other than Bank if such failure gives the payee of such indebtedness or the beneficiary of the performance of such obligation the right to accelerate the time of payment of such indebtedness or the performance of such obligation.
- (j) **Material Adverse Change.** Any material adverse change occurs in Applicant's or any Guarantor's business, assets, financial condition or prospects.
- (k) **Levy or Attachment.** The service of a notice of levy and/or of a writ of attachment or execution, or other like process, against the assets of Applicant or any Guarantor.
- (l) **Judgment.** The filing of a notice of judgment lien against Applicant or any Guarantor; or the recording of any abstract of judgment against Applicant or any Guarantor in any county in which Applicant or such Guarantor has an interest in real property; or the entry of a judgment against Applicant or any Guarantor.

8. Remedies. Upon the occurrence and during the continuance of any Event of Default:

- (a) The full undrawn amount of each Credit, together with any additional amounts payable hereunder, shall, at Bank's option, become due and payable immediately without demand upon or notice to Applicant; provided, however, that in the case of any Event of Default specified in Sections 7(e) or (f) above, the amount of each Credit, together with any additional amounts payable hereunder, shall, automatically and without any notice to Applicant or any other act by Bank, become immediately due and payable; and
- (b) Bank may exercise from time to time any of the rights, powers and remedies available to Bank under this Agreement, under any other documents now or in the future evidencing or securing the Obligations or under applicable law, and all such remedies shall be cumulative and not exclusive.

With respect to Bank's exercise of any of the foregoing rights, powers and/or remedies, Applicant hereby waives presentment, protest, dishonor, notice of dishonor, demand, notice of protest, notice of non-payment, notice of acceptance of this Agreement and any other notice or demand of any kind from Bank.

9. Subrogation. The Bank, at its option, shall be subrogated to Applicant's rights against any Person who may be liable to Applicant on any transaction or obligation underlying any Credit, to the rights of any holder in due course or Person with similar status against Applicant, and to the rights of any beneficiary or any successor or assignee of any beneficiary.

10. Governing Law; UCP; ISP; Standard Letter of Credit Practice. This Agreement and each Credit shall be governed by and construed in accordance with (a)(1) in the case of each Credit, the substantive laws of the jurisdiction specified in the applicable Credit, or if no governing law is so specified, the substantive laws of the jurisdiction of the office of Bank that issued the applicable Credit, and (2) in the case of this Agreement, the substantive laws of the jurisdiction of the office of Bank that issued the applicable Credit (as applicable, the "**Jurisdiction**"), in either case, including the Uniform Commercial Code as in effect from time to time in such Jurisdiction (the "**UCC**"), but excluding any choice of law rules that would apply the law of a different jurisdiction, and (b) the ISP or UCP, as set forth in each Credit, which is, as applicable, incorporated herein by reference into this Agreement and which shall control (to the extent not prohibited by the law of the Jurisdiction) in the event of any inconsistent provisions of such law. Unless Applicant specifies otherwise in its Application for a Credit, Applicant agrees that Bank may issue a Credit subject to the ISP or UCP. Bank's privileges, rights and remedies under the ISP, UCP shall be in addition to, and not in limitation of, its privileges, rights, and remedies expressly provided for herein. The ISP and UCP shall serve, in the absence of proof to the contrary, as evidence of Standard Letter of Credit Practice with respect to matters covered therein. To the extent permitted by applicable law, (i) this Agreement shall prevail in case of conflict between this Agreement, the UCC and/or Standard Letter of Credit Practice, (ii) the ISP shall prevail in case of conflict between the ISP and the UCC or other Standard Letter of Credit Practice if the Credit is governed by the ISP, and (iii) the UCP shall prevail in case of a conflict between the UCP and the UCC or other Standard Letter of Credit Practice if the Credit is governed by the UCP.

11. Arbitration. Applicant and Bank hereby agree, upon demand by either party, whether made before the institution of a judicial proceeding or not more than 60 calendar days after service of a complaint, third party complaint, cross-claim, counterclaim or any answer thereto or any amendment to any of the above, to submit to binding arbitration of all claims, disputes and controversies between or among them (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract or otherwise arising out of, or relating in any way to, (a) any Credit, any Application or this Agreement and their negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination; or (b) either party's performance and/or obligations thereunder or in connection therewith; provided, however, Applicant and Bank hereby agree that, notwithstanding the foregoing, each party retains the right to pursue in small claims court any dispute within that court's jurisdiction. Such arbitration shall be administered by the American Arbitration Association ("**AAA**") under its rules applicable to arbitration and judgment on the award rendered may be entered in any court having jurisdiction thereof. The parties agree that this Agreement is a "contract evidencing a transaction involving commerce" within the meaning of the Federal Arbitration Act (Title 9 of the United States Code), and any arbitration shall be governed by the provisions of such Federal Arbitration Act. The arbitrator(s) shall resolve

all disputes in accordance with the UCP, ISP, Standard Letter of Credit Practice and governing law specified in Section 10 above, and may grant any remedy or relief allowed under such governing law except as limited by Section 4(b) above. The arbitration shall take place in any city located in the Jurisdiction, notwithstanding any AAA rule to the contrary. This arbitration provision shall survive termination of this Agreement or any Credit or Application related thereto. Any dispute that is required to be brought in court must be brought in state or federal court located in the Jurisdiction.

12. Consent to Jurisdiction and Venue. For the sole purpose of the last sentence of Section 11 above, and without waiving or modifying any of the mandatory arbitration provisions set forth in Section 11 above, in any proceeding involving, directly or indirectly, any matter arising out of or related to this Agreement or any Credit issued in connection with this Agreement and Applicant's Application with respect to such Credit, Applicant hereby irrevocably submits to the nonexclusive jurisdiction of any state or federal court located in any county in the Jurisdiction and agrees not to raise any objection to the Jurisdiction or to the laying or maintaining of the venue of any such proceeding in the Jurisdiction. Applicant agrees that service of process in any such proceeding may be duly effected upon it by mailing a copy thereof, by certified mail, postage prepaid, to it at its address set forth in Section 15 below.

13. WAIVER OF JURY TRIAL. FOR THE SOLE PURPOSE OF THE LAST SENTENCE OF SECTION 11 ABOVE, AND WITHOUT WAIVING OR MODIFYING ANY OF THE MANDATORY ARBITRATION REQUIREMENTS AND PROVISIONS SET FORTH IN SECTION 11 ABOVE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, APPLICANT AND WHEN IT ISSUES A CREDIT, BANK KNOWINGLY AND VOLUNTARILY WAIVE ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED ON, ARISING OUT OF, OR RELATING TO THE AGREEMENT OR THE CREDIT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (ORAL OR WRITTEN) OR ACTIONS OF APPLICANT OR BANK WITH RESPECT THERETO. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BANK TO ISSUE THE CREDIT.

14. Bankruptcy and Forfeiture Reinstatement. If any consideration transferred to Bank in payment of, or as collateral for, or in satisfaction of the Obligations, shall be voided in whole or in part as a result of (a) a subsequent bankruptcy or insolvency proceeding; (b) any forfeiture or seizure action or remedy; (c) any fraudulent transfer or preference action or remedy; or (d) any other civil, criminal or equitable proceeding or remedy, then Bank's claim to recover the voided consideration shall be a new and independent claim arising under this Agreement and shall be jointly and severally due and payable immediately by Applicant.

15. Notices. Unless otherwise expressly provided herein, all notices, instructions, approvals, requests, demands, consents and other communications provided for hereunder (collectively, "notices") shall be in writing (including by facsimile or other electronic transmission approved by Bank). All notices shall be sent by regular U.S. mail or certified mail prepaid, by facsimile or other electronic transmission approved by Bank, by hand delivery, by *Federal Express* (or other comparable domestic or international delivery service) prepaid to the applicable address, facsimile number or electronic mail address set forth on the signature page hereof in the case of Applicant. All notices to Bank shall be directed to the office of Bank issuing the Credit and, if Bank approves of receiving notices by email, to the email address of Bank provided from time to time by Bank to Applicant. Bank may, but shall not be obligated to, require authentication of any electronic transmission. Notices sent by hand, *Federal Express* (or other comparable domestic or international delivery service) or certified mail shall be deemed to have been given when received; notices sent by regular U.S. mail shall be deemed to have been received five (5) days after deposit into the U.S. mail, notices sent by facsimile or other electronic transmission shall be deemed to have been given when sent and receipt has been confirmed. Applicant or Bank may change its address for notices by notifying the other of the new address in any manner permitted by this Section.

16. Waiver and Amendments. No modification, amendment or waiver of, or consent to any departure by Applicant from, any provision of this Agreement will be effective unless made in a writing signed by Bank, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Bank's consent to any amendment, waiver or modification does not mean that Bank will consent or has consented to any other or subsequent instruction to amend, modify or waive a term of this Agreement or any Credit. No delay by Bank in exercising any of its rights or remedies shall operate as a waiver, nor shall any single or partial waiver of any right or remedy preclude any other further exercise of that right or remedy, or the exercise of any other right or remedy.

17. Successors and Assigns. This Agreement will be binding on Applicant's heirs, executors, administrators, legal representatives, successors and permitted assigns, and shall inure to the benefit of Bank's successors and assigns. Bank may assign this Agreement and its rights to reimbursement regarding any Credit, in whole or in part, without Applicant's consent. Applicant may not assign or transfer any of its interests, rights or remedies related to this Agreement or any Credit, in whole or in part, without the prior written consent of Bank.

18. Severability. Whenever possible, each provision of the Agreement shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision of the Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Agreement.

19. Entire Agreement. This Agreement, together with any Application(s) accepted by Bank and any other agreement, document or instrument referred to herein, constitute the final, exclusive and entire agreement and understanding of, and

supersede all prior or contemporaneous, oral or written, agreements, understandings, representations and negotiations between, the parties relating to the subject matter of this Agreement, provided that this Agreement shall not supersede any reimbursement agreement (however titled) that has been entered into specifically with respect to any "direct pay" standby letter of credit or other similar standby letter of credit where the terms of such reimbursement agreement have been drafted to specifically address the particular attributes of, or the particular circumstances of the underlying transaction supported by, such standby letter of credit.

20. Continuing Agreement. This Agreement is a continuing agreement and may not be terminated by Applicant except upon (a) thirty (30) days' prior written notice of such termination by Applicant to Bank at the address set forth on the most recent Credit issued hereunder, (b) reimbursement and/or payment of all Obligations, and (c) the expiration or cancellation of all Credits issued hereunder. Notwithstanding the foregoing sentence, if a Credit is issued in favor of a sovereign or commercial entity, which is to issue a guarantee or undertaking on Applicant's behalf in connection therewith, or is issued as support for such a guarantee, Applicant shall remain liable with respect to such Credit until Bank is fully released in writing by such entity.

21. Joint and Several Liability. If this Agreement is signed by two or more Applicants:

- (a) each shall be deemed to make to Bank all the representations, warranties and covenants contained herein, and each shall be jointly and severally liable under this Agreement; and
- (b) each Applicant hereby waives any defense to its liability for reimbursement, payment and/or performance of the Obligations based upon or arising by reason of: (i) principles of suretyship or any disability or other defense of any other Applicant or any other Person; (ii) the cessation or limitation from any cause whatsoever, other than reimbursement and/or payment in full, of the liability of the other Applicant(s) or any other Person for the Obligations; (iii) any lack of authority of any officer, director, partner, agent or other Person acting or purporting to act on behalf of the other Applicant(s) or any defect in the formation of the other Applicant(s); (iv) any act or omission by Bank which directly or indirectly results in or aids the discharge of the other Applicant(s) by operation of law or otherwise, or which in any way impairs or suspends any rights or remedies of Bank against the other Applicant(s); (v) any impairment of the value of any interest in any security for the payment and performance under this Agreement, including without limitation, the failure to obtain or maintain perfection or recordation of any interest in any such security, the release of any such security without substitution, and/or the failure to preserve the value of, or to comply with applicable law in disposing of, any such security; or (vi) any modification of the obligations or liabilities of the other Applicant(s) for the Obligations, including without limitation the renewal, extension, acceleration or other change in time for reimbursement or payment of, or other change in the terms of, the indebtedness of any Applicant for the Obligations, including increase or decrease of the rate of interest thereon.

Until all Obligations shall have been paid in full, no Applicant shall have any right of subrogation. Each Applicant hereby waives all rights and defenses it may have arising out of (A) any election of remedies by Bank, even though that election of remedies, such as a non-judicial foreclosure with respect to any security for the Obligations, destroys its rights of subrogation or its rights to proceed against the other Applicant(s) for reimbursement, or (B) any loss of rights it may suffer by reason of any rights, powers or remedies of the other Applicant(s) in connection with any anti-deficiency laws or any other laws limiting, qualifying or discharging any Applicant's indebtedness for the Obligations. Until all Obligations shall have been paid in full, each Applicant hereby waives any right to enforce any remedy which Bank now has or may hereafter have against the other Applicant(s) or any other Person, and waives any benefit of, or any right to participate in, any security now or hereafter held by Bank. Unless otherwise agreed by Bank, Bank in its discretion may accept an Application or seek or receive Instruction from, or give or send notice to, any Applicant regarding a Credit, including, without limitation, any amendment thereto or waiver of any discrepancy thereunder, and until Bank at the office at which the relevant Credit is issued actually receives written notice of revocation, each Applicant shall be bound by and hereby affirms the Instructions of the other.

[End of text; signature page to follow]

APPLICANT:

(Corporation or Firm)

By: _____

Name: _____

Title: _____

(Individual)

(Individual)

Address:

Facsimile: () _____

Email: _____

(Corporation or Firm)

By: _____

Name: _____

Title: _____

(Individual)

(Individual)

Address:

Facsimile: () _____

Email: _____

Date: _____

RESOLUTION 2014-304

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

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

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

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

WHEREAS, the Letter of Credit from Wells Fargo Bank, N.A. will renew each year for \$3,200 until replaced with an alternative form of security or collateral or a different provider of Workers Compensation Insurance is selected.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to, on behalf of the City, execute the Letter of Credit between the City of Grand Island and Wells Fargo Bank, N.A. naming Employer's Mutual Casualty Insurance as the beneficiary for the cost of \$3,200 annually.

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Adopted by the City Council of the City of Grand Island, Nebraska, September 23, 2014

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____
September 19, 2014 ✕ City Attorney



City of Grand Island

Tuesday, September 23, 2014

Council Session

Item G-15

#2014-305 - Approving Designated Depositories and City Treasurer Authorizations

Staff Contact: Jaye Monter, Finance Director

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: September 23, 2014

Subject: Approving Designated Depositories and City Treasurer Authorizations

Item #s: G-15

Presenter(s): Jaye Monter, Finance Director

Background

The last update of this document occurred in June 2014. It is now necessary to update the comprehensive list of depositories to update one bank name on the approved list.

Discussion

The document updates Wells Fargo Bank Nebraska, N.A. to Wells Fargo Bank, N.A. The list as included in the Resolution is comprehensive. The change is included in paragraph number 1 of the resolution; there were no changes to any of the remaining paragraphs.

Alternatives

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

1. Approve the Resolution as presented.
2. Postpone the issue to a future meeting.
3. Take no action.

Recommendation

City Administration recommends that the Council approve the changes to the depository institutions.

Sample Motion

Move to approve the designated depositories.

RESOLUTION 2014-305

WHEREAS, in Section 16-712, R.R.S. 1943, the city treasurer shall deposit, and at all times keep on deposit, for safekeeping, in banks or capital stock financial institutions of approved and responsible standing all money collected, received or held by him/her as city treasurer; and

WHEREAS, in Section 16-713, R.R.S.1943, the city treasurer may purchase certificates of deposit from and make time deposits in banks or capital stock financial institutions selected as depositories of city funds; and

WHEREAS, in Section 16-714, R.R.S. 1943, for the security of the fund so deposited, the city treasurer shall require each depository to give bond for the safekeeping and payment of such deposits and the accretions thereof, which bond shall run to the city and be approved by the mayor.

WHEREAS, in Section 16-715, R.R.S. 1943, In lieu of the bond required by section 16-714, any bank, capital stock financial institution, or qualifying mutual financial institution making application to become a depository may give security as provided in the Public Funds Deposit Security Act to the city clerk.

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

1. Wells Fargo Bank, N.A.; Great Western Bank; USbank, Union Bank and Trust Co.; Nebraska Public Agency Investment Trust (NPAIT); Smith Hayes Financial Services Corporation; ICMA Retirement Corp.; A.G. Edwards & Sons, Inc.; Ameritas Investment Corp.; Home Federal/Grand Island; The Equitable Building and Loan Association; First National Bank of Omaha; Five Points; Bank of New York Mellon; Cornerstone Bank; Exchange Bank; Bank of the West; and Heritage Bank be and hereby are, designated and approved as depositories for all money collected, received or held by the City of Grand Island, Nebraska.
2. The Finance Director or his/her designee, in his/her official capacity of the office, is directed and authorized to deposit such funds in said banks and capital stock financial institutions.
3. This authorization shall include the deposits of public funds in the hands of the Finance Director or his/her designee belonging to the City of Grand Island, Nebraska; the Tri-City Task Force; and the Grand Island Community Redevelopment Authority (CRA).
4. The Finance Director or his/her designee is hereby authorized to purchase certificates of deposit, treasury notes, treasury bills, treasury bond

Approved as to Form	☐ _____
September 19, 2014	☐ City Attorney

and or strips from the above named banks and capital stock financial institutions selected as depositories.

5. The Finance Director or his/her designee is hereby authorized by the mayor to require the depositories designated by this resolution to give security for the safekeeping and payment of City deposits and the accretion thereof, such security to be in the form and amounts as required by Nebraska statute and the Public Funds Deposit Security Act.

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Adopted by the City Council of the City of Grand Island, Nebraska, September 23, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

- 2 -



City of Grand Island

Tuesday, September 23, 2014

Council Session

Item I-1

#2014-306 - Consideration of Amendment to the Grand Island Comprehensive Plan for the Addition of an Energy Element

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

Staff Contact: Chad Nabity

RESOLUTION 2014-306

WHEREAS, the City of Grand Island Adopted a Comprehensive Development Plan on July 13, 2004 with the passage of Resolution #2004-154; and

WHEREAS, an Energy Element is required as part of a Comprehensive Development Plan by January 1, 2015; and

WHEREAS, the Hall County Regional Planning Commission has caused to be prepared an Energy Element for the Hall County Comprehensive Plan; and

WHEREAS, the Hall County Regional Planning Commission held a public hearing on September 3, 2014 and subsequently recommended the acceptance and adoption of Energy Element; and

WHEREAS, the Grand Island City Council held a public hearing on the proposed amendment to the Comprehensives Development Plan on September 23, 2014.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Energy Element as recommended by the Hall County Regional Planning Commission and presented at public hearings held by the Planning Commission on September 3, 2014, and by the Grand Island City Council on September 23, 2014, is adopted and amended into the Grand Island Comprehensive Development Plan as adopted on July 13, 2004 and amended.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 23, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 19, 2014	☐ City Attorney



City of Grand Island

Tuesday, September 23, 2014

Council Session

Item I-2

#2014-307 - Consideration of Assessments for Water Main District 458T, Platte Valley Industrial Park - East

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

Staff Contact: Tim Luchsinger

RESOLUTION 2014-307

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the special benefits as determined by Resolution 2014-BE-6 shall not be levied as special assessments but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6,103 R.R.S. 1943. A connection fee in the amount of the benefit identified below accruing to each property in the district shall be paid to the City of Grand Island at the time such property becomes connected to the water main. No property benefited as determined by this resolution shall be connected to the water main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

According to the front foot and area of the respective lots, tracts, and real estate within such Water Main District No. 458T, such benefits are the sums set opposite the several descriptions as follows:

Name	Parcel Number	Description	Connection Fee
Blattner Family Trust 10 Trailwood Creek Lufkin TX 75901	400209217	Beginning at the intersection of the northerly right-of-way line of Wildwood Drive and the easterly right-of-way line of the River Industrial Lead Railroad, formerly known as the St. Joseph Branch of the Union Pacific Railroad; thence northerly, along the said easterly right-of-way line of the River Industrial Lead Railroad, a distance of two hundred sixty seven and thirteen hundredths (267.13) feet; thence easterly and three hundred (300.0) feet parallel with the southerly line of the Southwest Quarter of the Southeast Quarter (SW ¼, SE ¼,) of Section Five (5), Township Ten (10) North, Range Nine (9) West, a distance of one thousand two hundred sixty seven and two hundredths (1,267.02) feet to a point on the easterly line of the Southwest Quarter of the Southeast Quarter (SW ¼, SE ¼), of said Section Five (5), thence southerly along the easterly line of the Southwest Quarter of the Southeast Quarter (SW ¼, SE	\$24,639.94

Approved as to Form ✕ _____
September 19, 2014 ✕ City Attorney

		¼) of said Section Five (5), a distance of two hundred sixty seven and fourteen hundredths (267.14) feet to a point on the northerly right-of-way line of said Wildwood Drive; thence westerly along the northerly right-of-way line of said Wildwood Drive, a distance of one thousand two hundred sixty seven and twenty six hundredths (1,267.26) feet to the said Point of Beginning. Except that part deeded to the City of Grand Island for a Railroad Spur Line described in Instrument #78-007701(See attached) recorded in the Hall County, Nebraska Register of Deeds Office.	
Grand Island Area Economic Development PO Box 1151 Grand Island NE 68802-1151	400209225	Beginning at the intersection of the northerly right-of-way line of Wildwood Drive and the westerly right-of-way line Blaine Street; thence westerly along the northerly right-of-way line of said Wildwood Drive, a distance of one thousand two hundred eighty seven and sixty seven hundredths (1,287.67) feet to a point on the westerly line of the Southeast Quarter of the Southeast Quarter (SE ¼, SE ¼) of Section Five (5), Township Ten (10) North, Range Nine (9) West; thence northerly along the westerly line of the Southeast Quarter of the Southeast Quarter (SE ¼, SE ¼) of said Section Five (5), a distance of two hundred eighty seven and fourteen hundredths (287.14) feet; thence easterly and three hundred (300.0) feet parallel with the southerly line of the Southeast Quarter of the Southeast Quarter (SE ¼, SE ¼) of said Section Five (5), a distance of one thousand twenty and fifty three hundredths (1,020.53) feet; thence northerly and three hundred (300.0) feet parallel with the easterly line of the Southeast Quarter of the Southeast Quarter (SE ¼, SE ¼) of said Section Five (5), a distance of one thousand twenty and fifty three hundredths (1,020.53) feet to a point on the northerly line of the Southeast Quarter of the Southeast Quarter (SE ¼, SE ¼) of said Section Five (5); thence easterly along the northerly line of the Southeast Quarter of the Southeast Quarter (SE ¼, SE ¼) of said Section Five (5), a distance of two hundred sixty seven and fourteen hundredths (267.14) feet to a point on the westerly right-of-way line of said Blaine Street; thence southerly along the westerly right-of-way line of said Blaine Street, a distance of one thousand two hundred eighty seven and sixty seven (1,287.67) feet to the northerly right-of-way line of Wildwood Drive being the said Point of Beginning.	\$55,398.03
Grand Island Area Economic Development PO Box 1151 Grand Island NE 68802-1151	400209209 400209160	Beginning at a point on the westerly right-of-way line of Blaine Street, said point being one hundred fifty (150.0) feet south of the northerly line of the Northeast Quarter (NE ¼) of Section Five (5), Township Ten (10) North, Range Nine (9) West; thence southerly along the westerly right-of-way line of said Blaine Street, a distance of two thousand five hundred twenty nine and eighty seven hundredths (2,529.87) feet to a point on the northerly line of the North Half of the Southeast Quarter (N1/2, SE ¼) of said Section Five (5); thence continuing along the westerly right-of-way line of said Blaine Street, a distance of one thousand two hundred seventy and	\$81,742.29

		<p>sixteen hundredths (1,270.16) feet to a point on the southerly line of the North Half of the Southeast Quarter (N1/2, SE ¼) of said Section Five (5); thence westerly along the southerly line of the North Half of the Southeast Quarter (N1/2, SE ¼) of said Section Five (5), a distance of two hundred sixty seven and fourteen (267.14) feet; thence northerly and three hundred (300.0) feet parallel with the easterly line of the North Half of the Southeast Quarter (N1/2, SE ¼) of said Section Five (5), a distance of one thousand two hundred seventy two and six tenths (1,272.6) feet to a point on the southerly line of the Northeast Quarter (NE ¼) of said Section Five (5); thence continuing northerly and three hundred (300.0) feet parallel with the easterly line of the Northeast Quarter (NE ¼) of said Section Five (5), a distance of two thousand five hundred twenty seven and two hundredths (2,527.02) feet; thence easterly and one hundred fifty (150.0) feet parallel with the northerly line of the Northeast Quarter (NE ¼) of said Section Five (5), a distance of two hundred sixty seven and eight hundredths (267.08) feet to a point on the westerly right-of-way line of said Blaine Street being the said Point of Beginning.</p>	
<p>Charles H. Henderson Mary Alice Henderson, H/W 24 E Laurel Street Harrisonburg VA 22801</p>	400209047	<p>Beginning at the intersection of the easterly right-of-way line of Blaine Street and the southerly right-of-way line of Schimmer Drive; thence easterly along the southerly right-of-way line of said Schimmer Drive, a distance of two hundred sixty eight and twenty one hundredths (268.21) feet; thence southerly and three hundred (300.0) feet parallel with the westerly line of the Northwest Quarter (NW ¼) of Section Four (4), Township Ten (10) North, Range Nine (9) West, a distance of two thousand six hundred forty six and forty five hundredths (2,646.45) feet to a point on the southerly line of the Northwest Quarter (NW ¼) of said Section Four (4); thence westerly along the southerly line of the Northwest Quarter (NW ¼) of said Section Four (4), a distance of two hundred sixty seven and six hundredths (267.06) feet to a point on the easterly right-of-way line of said Blaine Street; thence northerly along the easterly right-of-way line of said Blaine Street, a distance of two thousand six hundred forty six and twenty three hundredths (2,646.23) feet to a point on the southerly right-of-way line of said Schimmer Drive being the said Point of Beginning.</p>	\$56,922.94
<p>Grand Island Area Economic Development PO Box 1151 Grand Island NE 68802-1151</p>	400209055	<p>Beginning at the intersection of the northerly right-of-way line of Wildwood Drive and the easterly right-of-way line of Blaine Street; thence northerly along the easterly right-of-way line of Blaine Street, a distance of two thousand five hundred fifty eight and ninety one hundredths (2,558.91) feet to a point on the northerly line of the Southwest Quarter (SW ¼) of said Section Four (4), Township Ten (10) North, Range Nine (9) West; thence easterly along the northerly line of the Southwest Quarter (SW ¼) of said Section Four (4), a distance of two hundred sixty seven and six hundredths (267.06) feet; thence southerly and three hundred (300.0) feet</p>	\$55,044.61

		parallel with the westerly line of the Southwest Quarter (SW ¼) of said Section Four (4), a distance of two thousand five hundred sixty one and twenty one hundredths (2,561.21) feet to a point on the northerly right-of-way line of said Wildwood Drive; thence westerly along the northerly right-of-way line of said Wildwood Drive, a distance of two hundred sixty seven and twelve hundredths (267.12) feet to a point on the easterly right-of-way line of said Blaine Street being the said Point of Beginning.	
Adeline M. Stelk 2659 West Wildwood Drive Grand Island NE 68801	400209241	Beginning at a point on the westerly right-of-way line of Blaine Street, said point being eighty three (83.0) feet south of the northerly line of the North Half of the Northeast Quarter (N1/2, NE1/4) of Section Eight (8), Township Ten (10) North, Range Nine (9) West; thence westerly and eighty three (83.0) feet parallel with the with the northerly line of the North Half of the Northeast Quarter (N1/2, NE1/4) of said Section Eight (8), a distance of one thousand seven hundred seven and fifty eight hundredths (1,707.58) feet to a point of curvature; thence running northwesterly along the arc of a curve whose radius is nine hundred eighty five and thirty seven hundredths (985.37) feet (the long chord of which deflects 11°50'33" right from the last described course), a long chord distance of three hundred fifteen and twenty four hundredths (315.24) feet to a point on the southerly right-of-way line of Wildwood Drive; thence westerly along the southerly right-of-way line of said Wildwood Drive, a distance of six hundred sixteen and sixty nine hundredths (616.69) feet to a point on the easterly line of the Northwest Quarter (NW1/4) of said Section Eight (8); thence continuing westerly along the southerly right-of-way line of said Wildwood Drive, a distance of fifty two and forty four hundredths (52.44) feet; thence southerly and parallel with the easterly line of the Northwest Quarter (NW1/4) of said Section Eight (8), a distance of two hundred sixty seven and ten hundredths (267.10) feet; thence easterly and three hundred (300.0) feet parallel with the northerly line of the Northwest Quarter (NW1/4) of said Section Eight (8), a distance of fifty two and forty four hundredths (52.44) feet to a point on the westerly line of the North Half of the Northeast Quarter (N1/2, NE1/4) of said Section Eight (8); thence continuing easterly and three hundred (300.0) feet parallel with the northerly line of the North Half of the Northeast Quarter (N1/2, NE1/4) of said Section Eight (8), a distance of two thousand five hundred ninety eight and forty six hundredths (2,598.46) feet to a point on the westerly right-of-way line of said Blaine Street; thence northerly along the westerly right-of-way line of said Blaine Street, a distance of two hundred seventeen and four hundredths (217.04) feet to the said Point of Beginning.	\$57,906.42
TOTAL All Connection Fees			\$331,654.23

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 23, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 23, 2014

Council Session

Item I-3

#2014-308 - Consideration of Assessments for Sanitary Sewer District 527T; Platte Valley Industrial Park-East

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

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

RESOLUTION NO. 2014-308

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the special benefits as determined by Resolution No. 2014-BE-7 shall not be levied as special assessments but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6, 103 R.R.S. 1943. A connection fee in the amount of the benefit identified below accruing to each property in the district shall be paid to the City of Grand Island at the time such property becomes connected to the sanitary sewer main. No property benefited as determined by this resolution shall be connected to the sanitary sewer main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

According to the front foot and area of the respective lots, tracts, and real estate within such Sanitary Sewer Main District No. 527T, such benefits are the sums set opposite the several descriptions as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
<u>Sanitary Sewer District No. 527T</u>		
Blattner Family Trust	Part SW 1/4, SE 1/4, Section 5, T-10-N, R-9-W Platte Valley Industrial Park Third Subdivision	\$ 47,526.22
Grand Island Area Economic Development Corporation	Part SE 1/4, SE 1/4, Section 5, T-10-N, R-9-W Platte Valley Industrial Park Third Subdivision	\$ 53,934.15
Grand Island Area Economic Development Corporation	Part N 1/2, SE 1/4, Section 5, T-10-N, R-9-W Platte Valley Industrial Park Third Subdivision	\$ 53,092.65
Grand Island Area Economic Development Corporation	Part W 1/2, NE 1/4, Section 5, T-10-N, R-9-W Platte Valley Industrial Park Third Subdivision	\$ 53,809.19
Grand Island Area Economic Development Corporation	Part E 1/2, NE 1/4, Section 5, T-10-N, R-9-W W 53-1/3 Platte Valley Industrial Park Third Subdivision	\$ 35,330.23

Approved as to Form ☐ _____
September 19, 2014 ☐ City Attorney

Grand Island Area Economic
Development Corporation

Part E 1/2, NE 1/4, Section 5, T-10-N, R-9-W
E 26-2/3
Platte Valley Industrial Park Third Subdivision

\$ 17,776.35

TOTAL

\$261,468.80

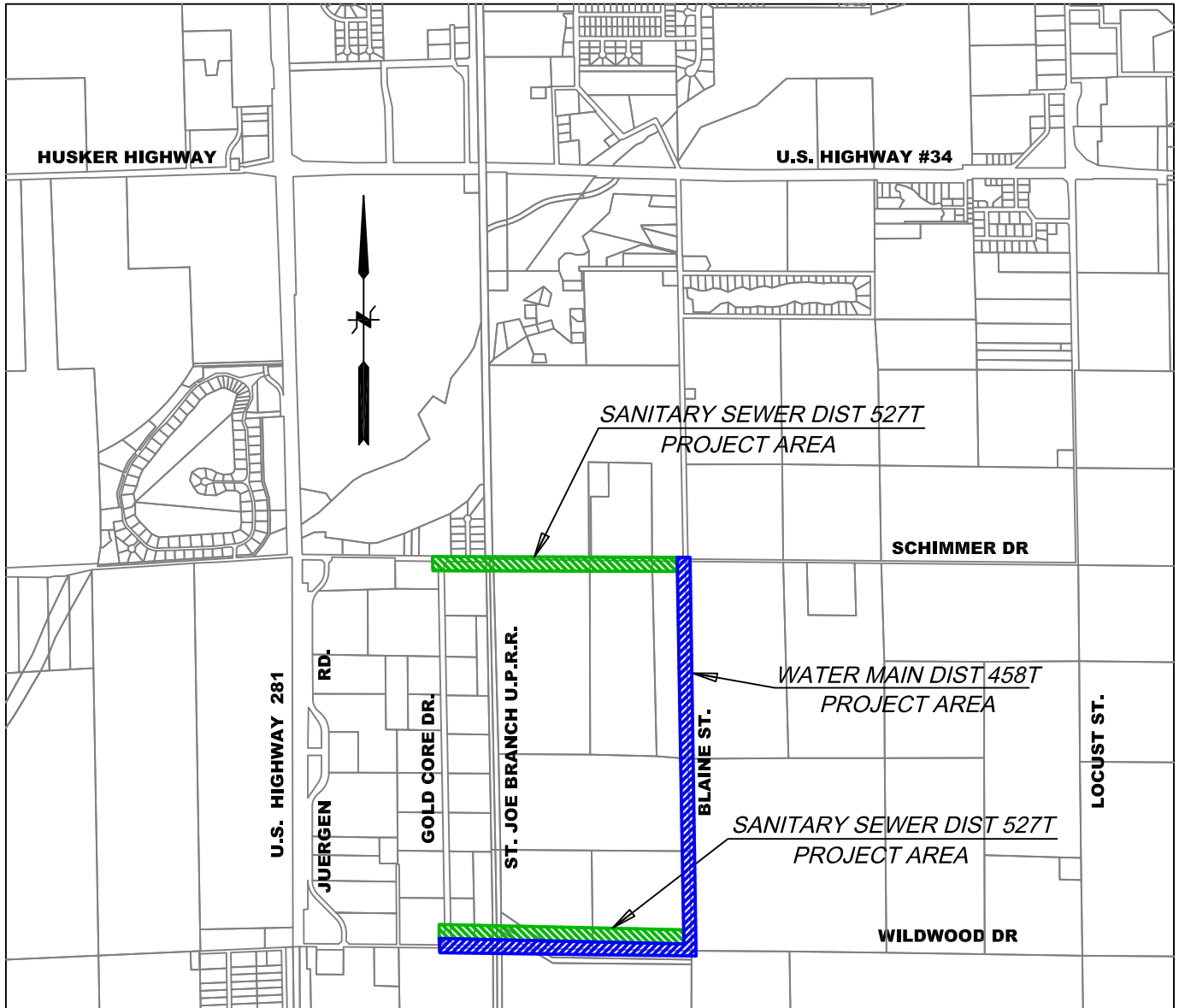
Adopted by the City Council of the City of Grand Island, Nebraska, September 23, 2014.

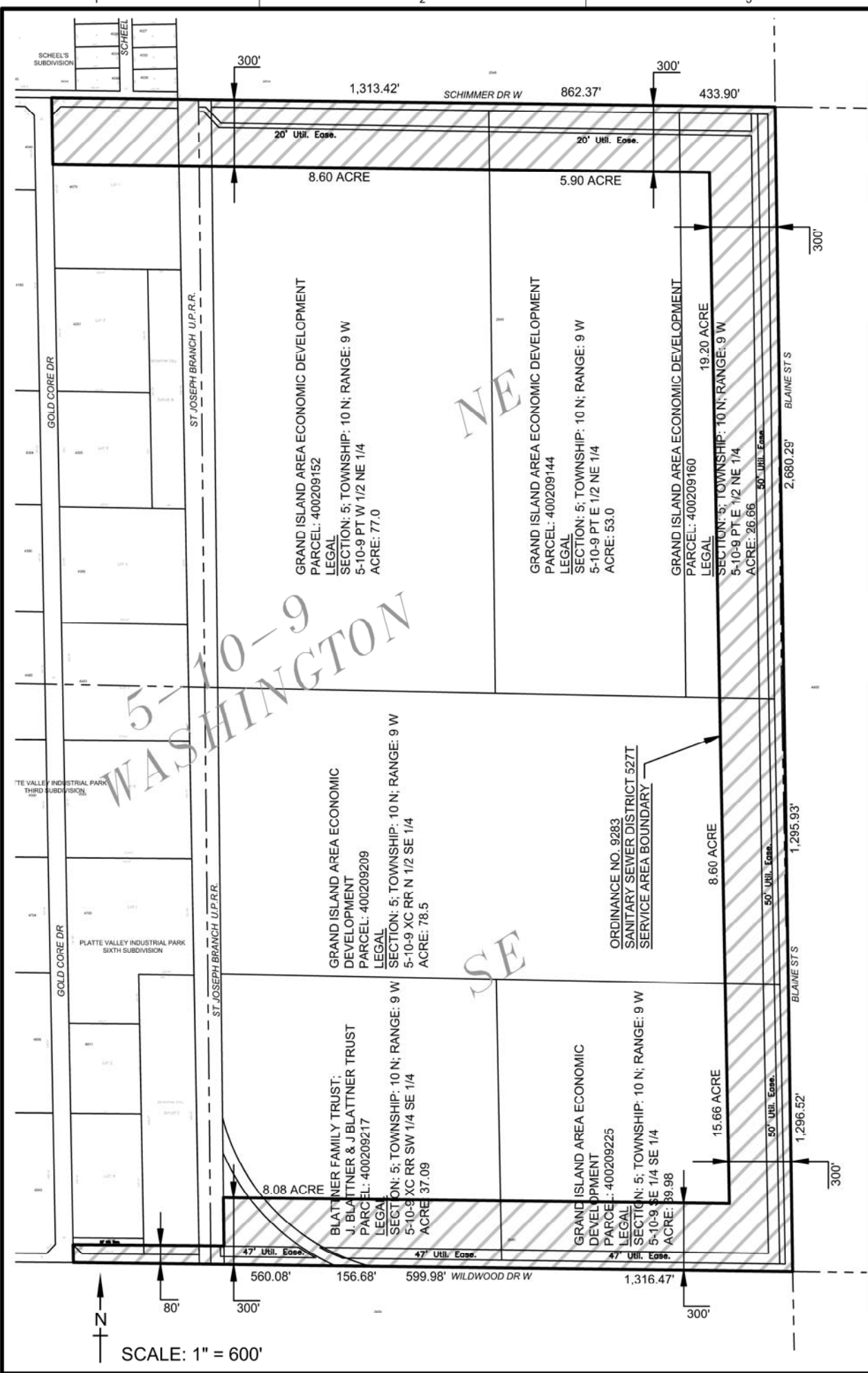
Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

LOCATION MAP





5-10-9
WASHINGTON

NE

SE

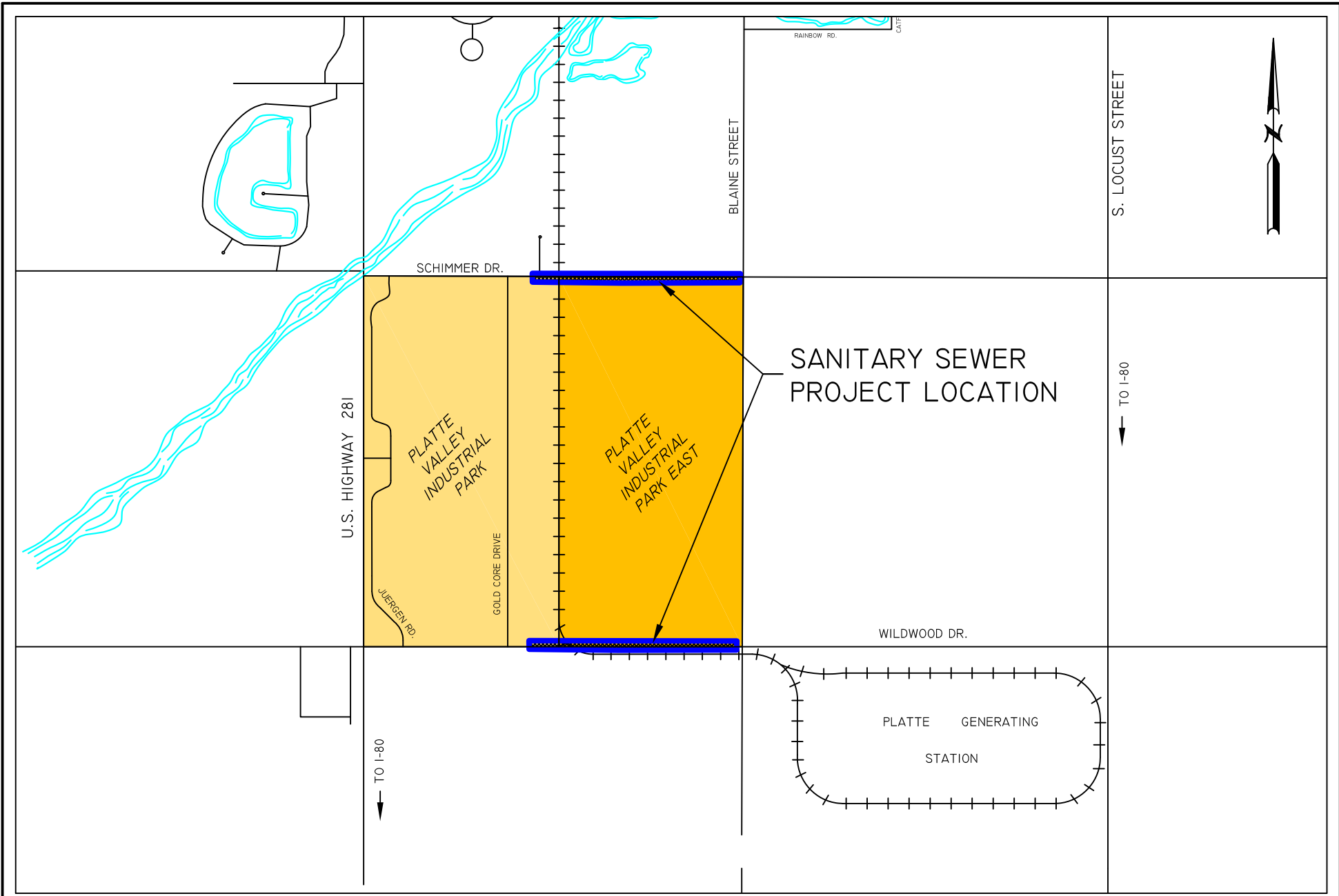
NO.	DESCRIPTION	APVR	N
NO.	REVISION	BY	APVD
DSGN	DATE	DR	APVD
		CHK	RLS

CITY OF GRAND ISLAND
PUBLIC WORKS DIVISION
100 EAST 1ST STREET, GRAND ISLAND, NE 68801

CIVIL
EXHIBIT "A" SANITARY SEWER ASSESSMENT
PLATTE VALLEY INDUSTRIAL PARK - EAST

VERIFY SCALE
0 1"
BAR IS ONE INCH ON ORIGINAL DRAWING.

DATE	26 DECEMBER 2012
PROJ	26122012
DWG	C-1
SHEET	SHEET - 1





City of Grand Island

Tuesday, September 23, 2014

Council Session

Item I-4

#2014-309 - Consideration of Approving Contract with the Clean Community Systems

Staff Contact: Robert Sivick

Council Agenda Memo

From: Stacy R. Nonhof, Assistant City Attorney

Meeting: September 23, 2014

Subject: Agreement with Grand Island Area Clean Community System

Item #'s: I-4

Presenter(s): Robert Sivick, City Attorney

Background

As part of the FY 2014-15 annual budget that was approved on September 9, 2014, an appropriation of \$20,000.00 to Grand Island Area Clean Community System was made. Prior to any monies being paid out to Grand Island Area Clean Community System, an Agreement is needed to specify the obligations of each party and payment terms.

Discussion

The Legal Department drafted a proposed Agreement and submitted it to Clean Community System for approval. The Executive Director and Board of Directors for Clean Community System have approved the proposed Agreement. Some of the obligations of CCS are: develop and print 20,000 utility bill inserts one to two times per year on environmental issues; develop and print 20,000 recycling brochures annually, updating recycling opportunities in Grand Island; provide and maintain information on environmental/recycling issues and concerns; provide consulting services to implement integrated solid waste plans; conduct presentations on environmental issues and concerns to school groups, civic organizations and governmental agencies; and secure grant funding on an annual basis to provide household hazardous waste collection and disposal services for the citizens of Grand Island. The full Agreement is attached for your review.

The City will pay CCS on a quarterly basis and not the full amount up front as has been done in the past. Both parties have the right to terminate this agreement now upon 60 days written notice.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Resolution 2014-310 authorizing the City of Grand Island to enter into the Agreement with Grand Island Area Clean Community System.

Sample Motion

Move to approve Resolution 2014-310.

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2014, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as “City”, and **GRAND ISLAND AREA - CLEAN COMMUNITY SYSTEM**, hereinafter referred to as “CCS”.

WHEREAS, the City is authorized to establish and provide for the support of any service, facility, or system required by the Integrated Solid Waste Management Act pursuant to the authority of Section 13-2021 of the Nebraska Revised Statutes, as amended; and

WHEREAS, the Integrated Solid Waste Management Act requires the implementation of a solid waste management plan to provide for a local waste reduction and recycling program; and

WHEREAS, the CCS actively educates the public on recycling and solid waste and other environmental issues, and provides an educational resource center on such issues; and

WHEREAS, the City desires to and the City Council has approved such expenses within the 2014-2015 fiscal year's budget adopted by City Council on September 9, 2014 to contract with CCS to perform certain services associated with environmental, solid waste and recycling matters.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and the CCS agree as follows:

1. **RESPONSIBILITIES.** The CCS agrees to perform the following services pursuant to this agreement:

(A) Develop and print 20,000 utility bill inserts one to two times per year on environmental issues.

(B) Develop and print 20,000 recycling brochures annually, updating recycling opportunities in Grand Island.

(C) Work with local recyclers to identify public misunderstanding of existing recycling programs. Assist in providing public education to maximize recycling program use and minimize problems.

(D) Foster and support corridor litter controls and beautification groups and organizations.

(E) Provide and maintain information on environmental/recycling issues and concerns.

(F) Provide consulting services to implement integrated solid waste plans.

(G) Endorse and encourage recycling through educational presentations.

(H) Conduct presentations on environmental issues and concerns to school groups, civic organizations and governmental agencies.

(I) Coordinate community clean-ups with the City of Grand Island Solid Waste Superintendent.

(J) Work with the Solid Waste Superintendent to collect and evaluate recycling/diversion data from local recyclers.

(K) Secure grant funding on an annual basis to provide household hazardous waste collection and disposal services for the citizens of Grand Island.

2. COMPENSATION. In consideration of the CCS performing the services provided for in this agreement, the City agrees to pay the CCS Twenty Thousand and No/100 Dollars (\$20,000.00). Payment shall be made in four (4) quarterly installments of Five Thousand and No/100 (\$5,000.00) with the first installment due and payable upon execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

3. TERM. This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2015.

4. LIMITATION. CCS hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated herein.

5. TERMINATION. Either party may terminate this contract upon sixty (60) days written notice to the other party.

6. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the City and CCS notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

By: _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

GRAND ISLAND AREA - CLEAN
COMMUNITY SYSTEM

By: _____
Debra Larson, Executive Director

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Debra Larson, Executive Director for the Grand Island Area - Clean Community System, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

Notary Public

RESOLUTION 2014-309

WHEREAS, the City of Grand Island approved an appropriation of Twenty Thousand and No/100 Dollars (\$20,000.00) to Grand Island Area Clean Community System in the FY 2014-15 budget; and

WHEREAS, the City Of Grand Island and Grand Island Area Clean Community System have reached an Agreement for services and payment; and

WHEREAS, Grand Island Area Clean Community System has executed said Agreement.

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 Agreement with Grand Island Area Clean Community System.

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, September 23, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ² September 19, 2014	_____ City Attorney
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City of Grand Island

Tuesday, September 23, 2014

Council Session

Item J-1

Approving Payment of Claims for the Period of September 10, 2014 through September 23, 2014

The Claims for the period of September 10, 2014 through September 23, 2014 for a total amount of \$5,699,481.59. A MOTION is in order.

Staff Contact: Jaye Monter