
City of Grand Island



Tuesday, October 28, 2014
Council Session Packet

City Council:

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

Mayor:

Jay Vavricek

City Administrator:

Mary Lou Brown

City Clerk:

RaNae Edwards

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

Call to Order

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

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

Invocation - Pastor Bill Rowland, Beacon of Hope Church, 2525 West State 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, October 28, 2014

Council Session

Item C-1

Proclamation “National Adoption Month” November, 2014

There are an estimated 3,096 children in Nebraska in the foster care system waiting for adoptive homes, some of whom live in Grand Island. By the end of December 2014 fourteen children in the Grand Island area who are in foster care will finalize adoption. Mayor Vavricek has proclaimed the month of November, 2013 as "National Adoption Month" and would encourage citizens to help secure permanent, loving homes for each and every child in Grand Island. See attached PROCLAMATION.

Staff Contact: Jay Vavricek

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

PROCLAMATION

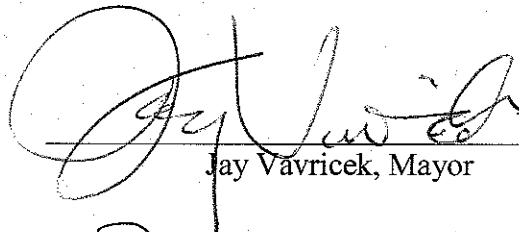
- WHEREAS, this November marks the celebration of 24th annual National Adoption Month; and
- WHEREAS, there are an estimated 3,096 children in Nebraska in foster care and about 325 free for adoption children across the state of Nebraska; and
- WHEREAS, every child in the Grand Island Area, across the State and across the Nation deserves a loving, caring, permanent family and in the last 13 years more than 22,000 children in our Nation turned 18 without ever finding a forever family; and
- WHEREAS, it is our goal to find families for these children, no matter where they might live; and
- WHEREAS, many of these children have physical, emotional and/or behavioral challenges; and
- WHEREAS, many of these children are brothers and sisters who want to grow up together; and
- WHEREAS, in 2013, 529 children in care of the State found permanency through adoption; and
- WHEREAS, in 2013, seventeen children in the care of the State, in the Grand Island area, were adopted; and
- WHEREAS, by the end of December 2014, 14 children in care of the State from the Grand Island area, will finalize adoptions; and
- WHEREAS, every child deserves a place to call home, not only now but into adulthood.

NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska,
do hereby proclaim the month of November, 2014 as

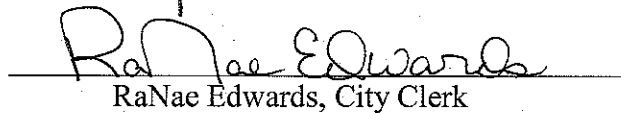
“NATIONAL ADOPTION MONTH”

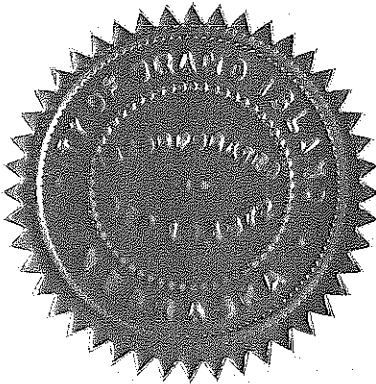
in the City of Grand Island, and encourage all citizens to help
secure permanent, loving homes for each and every child in
Grand Island, and the State of Nebraska, regardless of race, age,
gender, health, emotional or behavioral challenge or past
distress.

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


Jay Vavricek, Mayor

Attest:


RaNae Edwards, City Clerk





City of Grand Island

Tuesday, October 28, 2014

Council Session

Item -1

Approving Appointment of Yolanda Chavez Nuncio to City Council Ward 1

Mayor Jay Vavricek has submitted the name of Yolana Chavez Nuncio for appointment as Councilmember to represent Ward 1. This vacancy was created when Councilmember Kent Mann confirmed a residency change out of Ward 1 has occurred. As is required by City Code Section 2-25, "The mayor shall fill by appointment any vacancy which may exist, caused by death, resignation or disability of any elective officer of the City. Such appointment of the mayor shall be subject, however, to approval of the majority of the council." A MOTION is in order.

Staff Contact: Mayor Vavricek



PRESS RELEASE

Contact: Wendy Meyer-Jerke, Public Information Officer
Work Phone: 308.385.5444 ext.148
Cell Phone: 308.391.0961
Email: wmeyerjerke@grand-island.com
Website: www.grand-island.com
Facebook: www.facebook.com/CityofGrandIsland
Twitter: www.twitter.com/Glcityinfo
Pages: 2
Release Date: October 24, 2014—Immediate

Mayor recommends Yolanda Chavez Nuncio for Ward 1 city council opening

Grand Island, Nebr.— Mayor Jay Vavricek announced the resignation of Councilman Kent Mann due to a change in residence from Ward 1 to Ward 5.

The Mayor also announced the recommendation of Yolanda Chavez Nuncio, 4362 Manchester Road, to fill the vacant Ward 1 city council position. The recommendation ensures a seamless transition in leadership and will be effective immediately, as approved by city council.

Mayor Vavricek stated, "Yolanda is a native Grand Island citizen who has consistently expressed an interest in serving the community through a council position. She has been extensively involved in the community and has applied to serve when council position vacancies have existed in the past, including the recent pool of applicants who were considered when the appointment of Kent Mann was made in January 2014."

Chavez Nuncio has extensive experience in the field of education, from elementary school principal to university lecturer. She also was employed by Nebraska Health and Human Services as the Central Services Area Administrator based in Grand Island.

In addition to Chavez Nuncio's professional experience, she also has been very active in the community; serving as a former board member of Habitat for Humanity and YWCA, member of the Grand Island Public Schools' Multicultural Advisory Committee, along with many hours of service to organizations devoted to youth and Latino citizens including Teammates and Nebraska Voices for Children.

(more)

Chavez Nuncio's application for consideration for the previous opening stated, "Since I am semi-retired I am available and committed to serving on the City Council. I have the time, the professional experience, the education, the energy and the desire to be a City Council representative. I also have the people skills required to work as a member of a team."

Vavricek said, "The applicant list and interview process for the previous opening in Ward 1 was completed earlier this year, therefore it was not necessary to go through the process again. The citizen interview team from earlier this year included residents and city council members. Their feedback was provided to me. Yolanda will bring a much-needed perspective to council and is dedicated to leading Grand Island to becoming an even better place to live, work, play, learn and unite."

Mayor Vavricek's recommendation of Chavez Nuncio to serve on the Grand Island City Council, will be brought before the city council for action at the regularly scheduled city council meeting on Tuesday, Oct. 28. Upon city council approval, Chavez Nuncio's term will begin October 28 and end in December 2016.

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January 1, 2014

Mayor Jay Vavricek
City of Grand Island
City Hall
1st and Pine Street
Grand Island, NE 68801

Dear Mayor Vavricek,

I am writing to submit my name for consideration for appointment to the Grand Island City Council as a representative for Ward 1. I have lived in the Ward 1 area for almost 24 years. I believe I know the area well and can be a good representative for my neighbors and friends. I was born and raised in Grand Island and raised my family here. Currently I have a granddaughter in Kindergarten and an older granddaughter in second grade so I continue to be invested in making Grand Island a safe and good community to live in and raise a family.

I believe that I am qualified to be a City Council representative because of my background, education, personal, and professional experiences. I have a Master's degree in Administration and a Bachelor's in Elementary Education. I taught in Grand Island for many years and was an elementary school principal.

One year ago I retired from the Department of Health and Human Services where I was the Central Service Area Administrator, responsible for a 22 county area in central Nebraska and approximately 200 plus staff members. I was the Administrator for the Economic Assistance, Child Protective Services, Adult Protective Services, Resource Development, adoption, and foster care programs provided by DHHS. I was in this position for 8 years. I was responsible for a \$10 million dollar budget and for seeing that the programs were available to the qualified citizens in our part of the state. I have experience in managing a large staff and in administering a large budget. I am very conscious of being a good steward of public funds.

Since my retirement I have become a Bureau of Immigration Appeals (BIA) Accredited Representative. The BIA national accreditation recognizes and qualifies me to work with immigration issues and activities. I completed this process to enable me to provide quality immigration services to our citizens who can benefit from the program where I work two days a week

I have been a citizen of Grand Island my entire life and throughout my adult life I have been active in many community activities. I have served on different boards and committees including currently serving on the Mayor's Advisory Committee. I am attaching a copy of my resume, which shows both my professional and personal involvement.

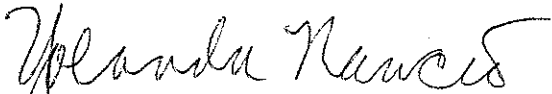
Since I am semi retired I am available and committed to serving on the City Council. I have the time, the professional experience, the education, the energy and the desire to

1 of 7

be a City Council representative. I also have the people skills required to work as a member of a team. In addition I am bilingual in English and Spanish.

I hope that you will consider me for this appointment. I welcome the opportunity to visit with you at your convenience. I look forward to hearing from you and look forward to serving my community in this capacity. I believe I can be an asset to City government and to my community. I have attached a copy of my resume. Thank you.

Respectfully,



Yolanda Chavez Nuncio
4362 Manchester Rd.
Grand Island, NE 68803
308-382-0087
308-380-7760
yonuncio@cccusa.net

2 of 7

Yolanda Chavez Nuncio

4362 Manchester Rd.
Grand Island, NE 68803
308-380-7760
yolanda.nuncio.4@gmail.com

Education

Bachelor of Arts in Education December 1990
Kearney State College
Kearney, NE

Master of Arts in Education
Supervision and Administration
August 1996
University of Nebraska-Kearney

Endorsements

Early Childhood Education
English as a Second Language (K-12)
Principal K-6

Employment

September, 2012- Present

Lecturer/Advisor (part time)
University of Nebraska Kearney
Meet monthly with Peter Kiewitt scholars to support them and to discuss their academic progress in compliance with their contract. Goal is to support them so they are successful and graduate.

October, 2012

Immigration Advocate (part time)
St. Mary's Immigration Program (SMIP)
St. Mary's Cathedral
Grand Island, NE
Volunteer and teach citizenship classes. Certified BIA immigration specialist. Work with individuals that are in the process of changing their legal status in order to gain legal immigration status in the USA, working towards becoming lawful permanent residents, and other immigration services. Assisting students in applying for the DACA program.
Fundraising

October, 2004- September 2012

Retired
Central Services Area Administrator
Nebraska Health & Human Services
Grand Island, NE
Responsible for the implementation of all the arenas within the HHS system in the Central Service Area. The area consists of 22 counties in Central and South Central Nebraska. The arenas include: Protection and Safety, Developmental Disabilities, Economic Assistance, and all the other services offered by HHSS. My staff consists of approximately 300 staff members and a \$12 million budget.

August 2001 - August 2004

Principal
Morton Elementary School
Lexington, Nebraska

Served as the educational leader in the building. I was responsible for a K-5 elementary school. Total enrollment was 380 students. The school had 13 regular classrooms and two Structured English Immersion classrooms. It is a Title 1 school that has a HOSTS program as its Title 1 program. We had two Resource teachers and Speech therapist, a half time counselor, and half time music and band teachers. We had a total of twenty-two faculty and ten Para educators. Morton had almost forty-six percent ESL students, ninety percent minority students, and an almost 50% mobility rate.

Teacher English as a Second Language
Walnut Middle school
Grand Island, NE

I taught at Walnut for 11 years. Walnut had an enrollment of approximately 700-800 students and approximately 100 plus students qualified for ESL services. I participated in the successful transition from a junior high to a middle school. For 9 years I was the only ESL teacher then I worked with 2 other ESL teachers. During my tenure at Walnut I developed and redeveloped the buildings' ESL program. I taught language development, ESL Reading, and ESL Science to sixth through 8th graders. I developed the Newcomer ESL program at Walnut and it was very successful. I also developed and sponsored the Multicultural Club, and the Soccer Club. I also sponsored and implemented tutor and leadership programs for our students for which we received the First Lady's Leadership Award.

Guest Lecturer University of Nebraska –Kearney
Taught undergraduate and graduate level course "Teaching English to Speaker's of other Languages" a method's class

Teacher: Beginning Spanish
Central Community College

Wayne State College- Wayne, Nebraska
Taught graduate and undergraduate ESL methods classes

Hall County Head Start
Grand Island, NE
I began working at Head Start as a bus driver. Through the years I participated in workshops, training, and education classes and received several promotions. I eventually was promoted to a classroom aide, a teacher, home visitor and left as the Education Coordinator. As the Coordinator I was responsible for the entire Education component. I developed the training programs, staff development, CDA training and supervised the education staff. I was responsible for the CDA credentialing of many Head start staff.

Skills

Bilingual Spanish and English
R.E.A.C.H trainer
S.K.I.P facilitator
Trainer Common Sense Parenting (Spanish/English) Boys Town Model

Presentations:

Closing Ceremony Hispanic Heritage Month Ceremony, Hispanic Student Association, University of Nebraska, Kearney, NE October 2006,

Team Member, External Visitation Team Scottsbluff Public Schools, Scottsbluff, NE; October, 2006; October, 2008

2nd Annual Latinos Educational Summit, Lincoln, Nebraska
Title: "Developing Literacy in Latino Students, March, 2005

4th Annual Latinos in Education Summit, Lincoln, Nebraska
Title: The Effects of Immigration Raids on Children, 2007

Cultural Unity Conference, University of Nebraska –Kearney; March 2004;
Title: Being Latina in a Professional World

Region IV, Aspiring Principal's Conference; January, 2004; Kearney, NE;
Title: Demographic Changes in Nebraska

Mid West Regional Middle School Conference, October 2001, Omaha, NE
Title: Effective Middle School Newcomer ESL Programs

Latino's and Higher Education Conference; November, 2001, UNL, Lincoln, NE
Title: The Effective HOSTS (Helping One Student To Succeed) Program

MIDTESOL Annual Conference, St. Louis, Missouri, July 1998,
Title: Trends in Immigration and English as a Second Language

Nebraska Minority Health Conference, November 1997, Omaha, NE
Title: Effects of Immigration on Rural Communities

TEAM Member External Evaluation Team, Lexington Public Schools, Lexington, NE;
1998

Professional Publications:

Principal Magazine, November/December Edition, 2002; "Latinos in Nebraska"

Volunteer Activities (Past and Present)

Mayor's Advisory Committee

Nebraska Voices For Children Board Member

Steering Committee Hall County Collaborative

Teammate Mentor

UNK Social Work Advisory Committee

Board Member, Multicultural Coalition of Grand Island

Planning Committee for annual Latino Youth Rally

Planning Committee for Latino Educational Summit, Nebraska Department of Education
and Nebraska Mexican American Commission, 1st –11th

Sponsor/Planning committee, 2nd, 3rd, and 4th Annual Nebraska Summit on Youth Violence

Executive Committee Member, Coalition for Children

Commissioner, Nebraska Mexican American Commission

Member Nebraska Coalition for Immigration Reform

Davis Scholarship Committee Member (University Systems, State Colleges, Community Colleges)

Board Member Multicultural Human Development Corporation (NAF)

G.I. Task Force on Youth Violence, Mayoral Appointment

Hall County Human Relations Committee, Appointed by Hall County Board of Supervisors

Hispanic Advisory Committee, Central Community College,

Multicultural Advisory Committee, Grand Island Public Schools

Eucharistic Minister /Lector, St. Mary's Cathedral

Parish Council, St Mary's Cathedral

Volunteer Interpreter for Police Department, hospitals, and other community agencies, as requested

Board Member Teacher World

Board Member Community Health Clinic, Lexington, NE

Big Brother's/Big Sister's Program

YWCA past board member

Habitat for Humanity former Board Member

Honors/Awards

1974 Young Career Woman, District IV, BPW

1980 Outstanding Woman of Grand Island, Women of Today, Grand Island Chapter

1990 Nebraska Hispanic Woman of the Year Recipient,

1997 Service Learning Program Award, Nebraska First Lady's Outstanding Community Service Project Award

2000 Graduate Second Citizen's Police Academy

2001 Recipient of Elizabeth Alfred Recognition Award, Presented by the Mexican Government, Omaha, Nebraska

2002 Hispanic Educator of the Year, Heartland Latino Leaders Conference, Omaha, Nebraska

2005 Grand Island Leadership Tomorrow

2006 University of Nebraska Kearney; Hispanic Heritage Month, Closing Ceremony, October, 2006

2007 University of Nebraska Lincoln; for outstanding efforts to promote the value of higher Education to young people in the state of Nebraska

2008 Recipient Champion for Children; Nebraska Voices for Children

2011 Recognized by the Foster Care Review Board for Commitment to Children

2012 University of Nebraska. Nebraska Cultural Unity Conference, Educator of the Year, March 2012

Admiral Nebraska Navy

Appointed to Nebraska Mexican American Commission by Governor's Exon, Kerrey,
Nelson, Johanns, and Heinemann
Multicultural Advisory Committee (past) UNK

REFERENCES:

Available on request

Mary Lou Brown

Subject:

FW: Letter of Support for Yolanda Nuncio

From: Jay Vavricek [<mailto:JVavricek@krgi.com>]

Sent: Friday, January 10, 2014 2:33 PM

To: Mary Lou Brown

Subject: Fwd: Letter of Support for Yolanda Nuncio

Sent from my Verizon Wireless 4G LTE DROID

----- Original Message -----

Subject: Letter of Support for Yolanda Nuncio

From: Sandra Barrera Fuentes <sandra.barrera@unl.edu>

To: mayor@grand-island.com

CC:

Mayor Vavricek,

I am writing a letter of support for Yolanda Chávez Nuncio for her application to the Grand Island City Council.

I have been acquainted with Yolanda for 14 years ago. Yolanda is a great leader among the Hispanic Community. She is a professional woman who has given freely of her time and talents assisting new immigrants through the complexities of American society. Yolanda has an outgoing personality and is well liked in the community. Her positive skills show in everything she does. Yolanda is well organized and goal oriented. She is highly self-motivated and well capable of achieving any goal she sets her mind. Yolanda has an excellent work ethic and is determined to be a positive role model for all she meets. She is very dependable and knowledgeable. She is open-minded and respectful of others. She works well with others and their different nationalities and backgrounds. She is positive and enthusiastic as she approaches new opportunities. Yolanda is an asset to any organization and committee that she is a part of. She brings a background in education, multicultural issues, and other community concerns.

The City of Grand Island is fortunate to have her as a member of our community and the role she has in many groups that serve our community. I have had the opportunity to work with Yolanda for the past 14 years on many projects and programs for minorities and youth. She and I share professional and job related roles but she is also a neighbor. I fully support any role she chooses in our community.

If you would like additional information about Yolanda, you can telephone me on 308-380-6915.

SANDRA BARRERA

Extension Associate

UNL Extension Office-Hall County

4019 Boston Cir

Grand Island, NE 68803

Nicki Stoltenberg

From: Mary Lou Brown
Sent: Tuesday, January 21, 2014 10:45 AM
To: Nicki Stoltenberg
Subject: FW: Recommendation for City Council

From: Jay Vavricek [<mailto:JVavricek@krgi.com>]
Sent: Friday, January 10, 2014 3:05 PM
To: Mary Lou Brown
Subject: Fwd: Recommendation for City Council

Sent from my Verizon Wireless 4G LTE DROID

----- Original Message -----

Subject: Recommendation for City Council
From: Lisa Avila O'Connor <lisa.avilaoconnor@doane.edu>
To: mayor@grand-island.com
CC:

Dear Mayor,

Our city council needs to more accurately represent the diversity of our community. Over 25% of our population of Latin decent and as far as I know our council does not have a Latino representative. Our youth (largely Latino) need more visible role models contributing to the community who they feel they can relate to.

I am writing today in support for Yolanda Nuncio for City Council! She is an active citizen of Grand Island and I believe she will be the voice to many of our community. Our Latino community needs representation on the council.

Thank you.

Lisa

--

Lisa Ávila O'Connor, Services Coordinator
Doane College
School of Graduate and Professional Studies
3180 West US Hwy 34
Grand Island NE 68801
308-398-0800
877-443-6263

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

January 10, 2014

Danet Lopez
510 E 9th St
Grand Island NE 68801

Dear Mr. Mayor

It is my pleasure to write a letter in support of Yolanda Chavez Nuncio. She was my ESL teacher when I was in Walnut middle school. She would help us with our English writing and speaking. She would always help in anyway she could. She would push us to be the best.

She is the best candidate for a position on the Grand Island City Council. She has work with all kinds of ethnic groups. Working with Health Human Services she had to manage 22 counties, budgets, meetings, work with numerous cases and 300 staff members. Grand Island in changing the percentage of hispanics more and more each year. She would help with issues or concerns the hispanics might have. She is involved with a lot of volunteer programs that help the community like St Mary's immigration program, UNK social work advisory committee, etc.

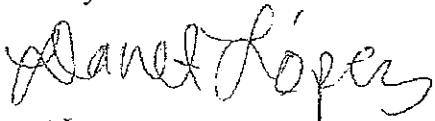
The education she has and the experience she has acquired working in different levels of the community is incomparable to any other candidate.

I would love to have her in our Grand Island City Council. She would reflect the community in every level.

Mr. Mayor seriously consider her for the position.

God Bless you and your family

Sincerely

A handwritten signature in cursive script that reads "Danet Lopez". The signature is written in dark ink and is positioned above the printed name.

Danet Lopez

January 10, 2014

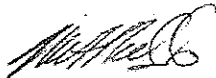
Dear: Mayor

To whom it may concern: My name is Mirta Delgado am writing this letter on behalf of Yolanda Nuncio. I would first would like for you to know that Yolanda it's a wonderful person with a great heart. I have admired Yolanda since I was 14 years old she was my teacher in seventh and eighth grade. Yolanda thought me to be a good student a good person and to never give up and most important to always follow your dreams. When my parents moved to Grand Island, Yolanda became the person that they trusted to help them with their immigration paper work, she helped my parents at no charge to translate find an attorney and to fill out applications. At this point my parents have taken one citizenship class with her and they are going to continue until they are ready to take the citizenship test, Yolanda gives them the confidence and trust that they need. Yolanda was the perfect mentor I could ever ask for she has always been a teacher and a great friend.

Yolanda has the courage to do anything she's a well educated person, she has served the community in so many ways that people around Grand Island love her for all the work she's done. If you need help on anything for anything and you call Yolanda she will get you the help or get you into the right direction in order for you to accomplish your task. Yolanda has volunteered on different activities, has been part of many boards, she has honor and awards for all the great things that she's done around the community.

Yolanda will be a great asset for the Grand Island City Council.

Sincerely;



Mirta Delgado

4041 Reed rd

Grand Island NE, 68803.



City of Grand Island

Tuesday, October 28, 2014

Council Session

Item -2

Administration of Oath of Office to Newly Appointed Councilmember

City Clerk RaNae Edwards will administer the Oath of Office to newly appointed Councilmember Yolanda Chavez Nuncio - Ward 1.

Staff Contact: Mayor Jay Vavricek



City of Grand Island

Tuesday, October 28, 2014

Council Session

Item E-1

Public Hearing on Request from Arts and Drafts LLC dba Arts and Drafts, 214 & 216 North Locust Street for a Class “I” Liquor License

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: October 28, 2014

Subject: Public Hearing on Request from Arts and Drafts LLC
dba Arts and Drafts, 214 & 216 North Locust Street for a
Class “T” Liquor License

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

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

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

Discussion

Arts and Drafts LLC dba Arts and Drafts, 214 & 216 North Locust Street has submitted an application for a Class “T” Liquor License. A Class “T” Liquor License allows for the sale of alcohol on sale inside the corporate limits of the city.

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

Also submitted with the application was a request from Jill Canfield, 1623 West 1st Street for a Liquor Manager Designation.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the application for Arts and Drafts LLC dba Arts and Drafts, 214 & 216 North Locust Street for a Class "I" Liquor License contingent upon final inspections and Manager Designation for Jill Canfield, 1623 West 1st Street contingent upon completion of a state approved alcohol server/seller training program.

10/20/14
15:32

Grand Island Police Department
LAW INCIDENT TABLE

450
Page: 1

City : Grand Island
Occurred after : **:**:** **/**/****
Occurred before : **:**:** **/**/****
When reported : 08:00:00 10/07/2014
Date disposition declared : **/**/****
Incident number : L14100708
Primary incident number :
Incident nature : Liquor Lic Inv Liquor Lic Inv
Incident address : 214 Locust St N
State abbreviation : NE
ZIP Code : 68801
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received :
Agency code : GIPD GIPD Grand Island Police Dept
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition :
Misc. number : RaNae
Geobase address ID :
Long-term call ID :
Clearance Code : CL CL Case Closed
Judicial Status : NCI Non-criminal Incident
=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	40422	10/08/14	Canfield, Russel A	Jill's Spouse
NM	102865	10/08/14	Canfield, Jill A	Owner/Manager
NM	195811	10/08/14	Arts and Drafts,	Business

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT24	LT24 Specialty Store	

LAW INCIDENT NARRATIVE:

----- (lwmain09493210082014)
I Received a Copy of a Class I (beer, wine, distilled spirits, on sale only) LLC
Liquor License Application from Jill and Russel Canfield for a Business called
Arts and Drafts.
~~----- (lwmain09493210082014)~~

LAW INCIDENT OFFENSES DETAIL:

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

LAW INCIDENT RESPONDERS DETAIL:

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

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	15:17:49 10/13/2014

Grand Island Police Department
Supplemental Report

Date, Time: Mon Oct 13 15:18:02 CDT 2014
Reporting Officer: Vitera Unit- CID

I received a copy of a Class I (beer, wine, distilled spirits, on sale only) LLC retail liquor license from Jill and Russel Canfield for a business called "Arts and Drafts." Arts and Drafts is a studio where customers will sign up for art classes and be led step-by-step through a project by an instructor while being able to consume alcoholic beverages during the process. The business won't be open all the time, and they won't accept walk-ins. The studio will only be open for painting/craft events. Each event will last about two and one half to three hours. The anticipated hours of operation for the business are a few hours on Thursday, Friday, Saturday, and Sunday.

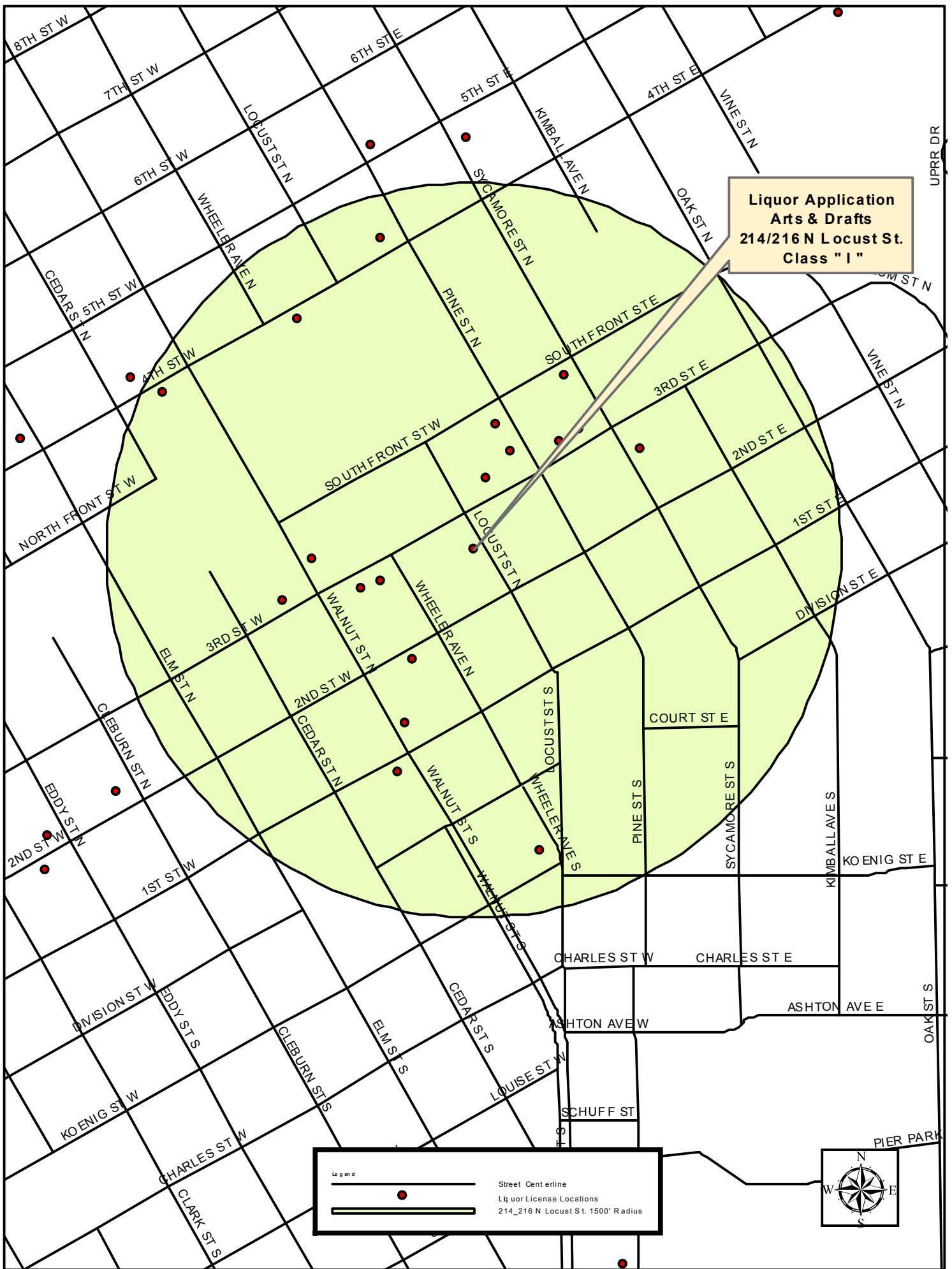
While perusing the application, I noticed that the Canfield's were born in Grand Island and have lived here ever since. Jill didn't disclose any criminal convictions while Russel disclosed a speeding ticket and a ticket for following too closely.

I checked the Canfield's through Spillman and NCJIS. Jill didn't have any convictions listed in Spillman or NCJIS. Russel didn't have any convictions listed in Spillman. The only conviction he had listed in NCJIS is two counts of violating motor carrier safety regulations on 6/11/08. I also did a general Internet search for the Canfield's. I located a face book page for Jill but couldn't pinpoint anything for Russel. The last check I made was through a paid law enforcement-only database, and no information was obtained that would be damaging to the application.

Nebraska State Patrol Investigator Dan Fiala and I met with Jill Canfield at her place of business on 10/15/14. Investigator Fiala went over a checklist of questions. I didn't really have any questions for her. We

talked about potential issues she may encounter and how to handle them. Other than that, Jill reiterated that her business is not a bar, and the alcohol sales are secondary to the art classes. She said that people will have to sign up for her classes and pay a fee (believe \$35) to take them. She will not be open to people walking in off the street.

From speaking with Jill and Investigator Fiala, it appears that the Building and/or Health Department may have an issue with Jill only having one bathroom in the business. Jill has asked the NLCC for a waiver, but according to Investigator Fiala, Jill may have to attend a hearing in front of the NLCC regarding the bathroom issue. From strictly a law enforcement perspective, the Grand Island Police Department has no objection to Arts and Drafts receiving a liquor license or to Jill Canfield becoming the liquor manager.





City of Grand Island

Tuesday, October 28, 2014

Council Session

Item E-2

**Public Hearing on Request from Third City Christian Church for
a Conditional Use Permit for Temporary Parking Lot Extension
located at 4100 West 13th Street**

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig Lewis, Building Department Director

Meeting: October 28, 2014

Subject: Request of Third City Christian Church for Renewal of a Conditional Use Permit for a Temporary Parking Lot at 4100 West 13th Street

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

Presenter(s): Craig Lewis, Building Department Director

Background

This is a request from Third City Christian Church to allow for the renewal of a temporary parking lot at 4100 West 13th Street. This request is to facilitate additional parking for the Church during a comprehensive survey and study to identify future growth and space needs. The property is currently zoned R-2, Low Density Residential Zone, that zoning classification allows churches and accessory uses but would require the parking lot improvements to comply with the City Code for improved surfaces. Approvals are required as the applicant wishes to continue to utilize the 100'x 250' gravel parking lot approved in 2010 and an additional 150' x 240' gravel area approved in 2012.

City Code does provide for City Council approval of temporary uses, not to exceed two years in undeveloped areas and six months in developed areas.

Discussion

The placement of gravel for a surface as opposed to a permanent hard surface of asphalt or concrete would be allowed by code only as a temporary use approved by the City Council.

The request for an additional two years will allow the Church to complete a study and survey the congregation to identify future growth and facility needs.

Two conditions placed on the original approval were: 1). A landscape buffer included within the required 25' front yard setback along the south boundary adjacent to 13th Street needs to be provided to comply with setback requirements of the City Code, and

2). The responsibility of controlling any dust created from the lots needs to be addressed by the applicant during any dry months throughout the duration of the use.

Alternatives

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

1. Approve the request for a conditional use permit finding that the proposed application is and will continue to be in conformance with the purpose of the zoning regulation.
2. Disapprove or /Deny the Request finding that the application does not conform to the purpose of the zoning regulations.
3. Approve the request with additional or revised conditions and a finding of fact.
4. Refer the matter to a special committee for a determination of a finding of fact.

Recommendation

City Administration recommends that the Council approve the request with the conditions identified finding that the proposed use and application promotes the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Sample Motion

Move to approve the request for a conditional use permit to allow a temporary parking lot with a gravel surface for a two year period, including staff recommended conditions, finding that the application conforms with the purpose of the zoning regulations.

Conditional Use Permit Application

pc: Building, Legal, Utilities
Planning, Public Works

1. The specific use/construction requested is: Temporary parking lot extension
2. The owner(s) of the described property is/are: Third City Christian Church
3. The legal description of the property is: Lot 1 Grand West Subdivision
4. The address of the property is: 4100 W. 13th Street
5. The zoning classification of the property is: R2
6. Existing improvements on the property is: Church building, garage, and parking lot
7. The duration of the proposed use is: 2 years
8. Plans for construction of permanent facility is: Permanent paving once the sight plan is finalized
9. The character of the immediate neighborhood is: Agriculture and residential
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: We have a limited need for overflow parking during a two hour period from 9:45 until 11:45 on Sunday mornings, as well as a couple days during the year for larger events. Though we have a very basic site plan, we wish to develop a more detailed plan. We will be adding permanent parking when the plan is completed.

I/We do hereby certify that the above statements are true and correct and this application is signed as an acknowledgement of that fact.

10/8/14

Date

308-384-5038

Phone Number

[Signature]
Owners(s)

4100 W. 13th Street

Address

Grand Island

City

NE

State

68803

Zip

Please Note: Delays May Occur if Application is Incomplete or Inaccurate.



City of Grand Island

Tuesday, October 28, 2014

Council Session

Item E-3

Public Hearing on Acquisition of Utility Easement - 924 Claude Road (Buehler Properties, LLC)

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Tim Luchsinger, Utilities Director

Meeting: October 28, 2014

Subject: Acquisition of Utility Easement – 924 Claude Road – Buehler Properties, LLC

Item #'s: E-3 & G-6

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Buehler Properties, LLC, located along the east property line of a business located at 924 Claude Road, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

Lift Solutions has constructed a new building to expand their operations. This requires a new electrical service to the new building. This easement will be used to place underground conduit, cable, and a pad-mounted transformer to provide the new three phase service.

Alternatives

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

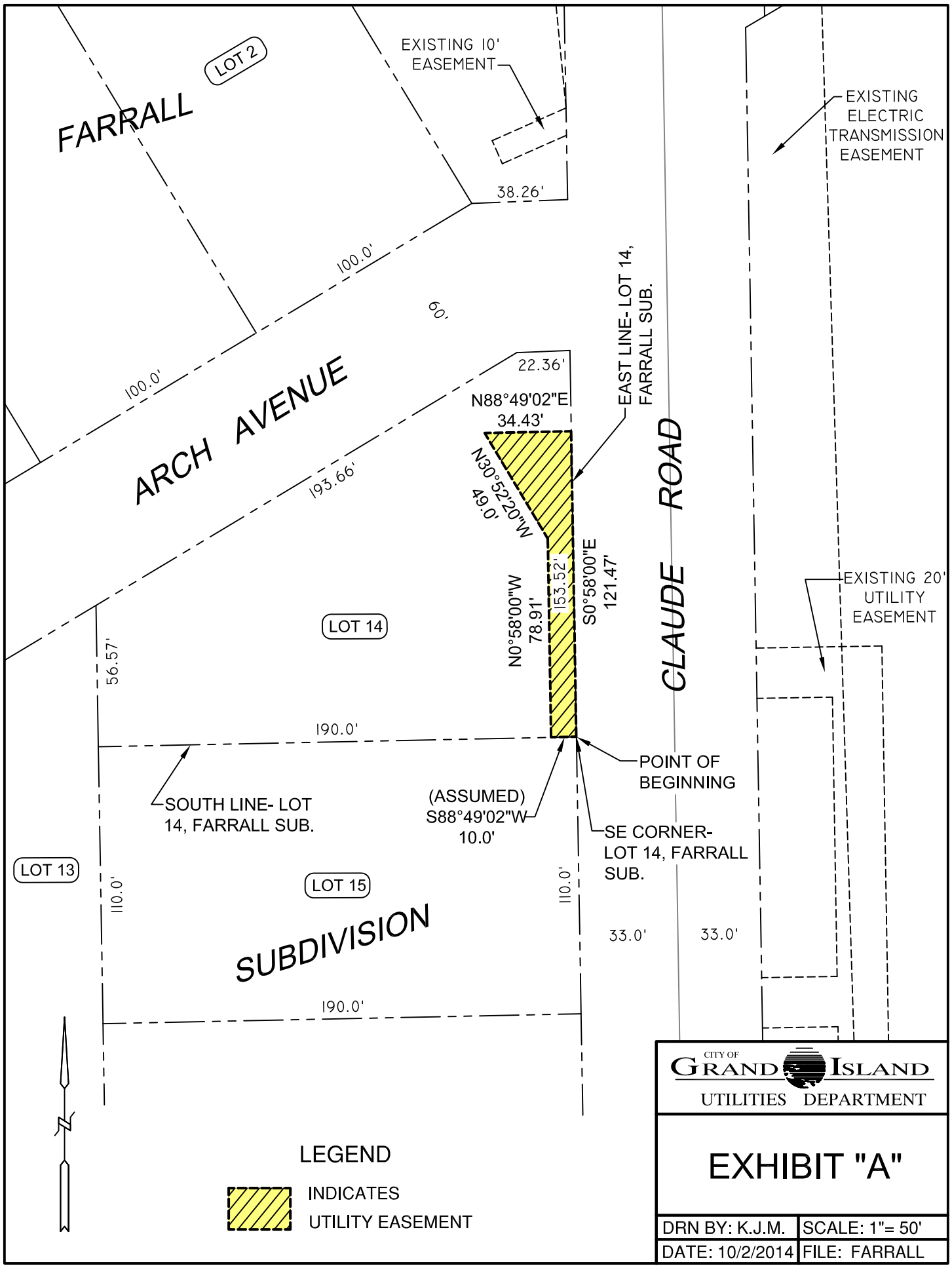
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, October 28, 2014

Council Session

Item E-4

**Public Hearing on Acquisition of Public Utility Easement for the
North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4
(Menard)**

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: October 28, 2014

Subject: Public Hearing on Acquisition of Public Utility Easement for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4 (Menard)

Item #'s: E-4 & G-12

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

Background

Public Works Staff in conjunction with the design engineer, Black & Veatch of Kansas City, Missouri have developed a multi-year replacement plan for the City of Grand Island's large diameter gravity sanitary sewer interceptor network. The current planned interceptor, entitled the "North Interceptor" will 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.

The new North Interceptor route was developed to incorporate, and partner with other utilities for the Capital Avenue Widening Project, and the new Headworks Pumping Station Project at the Wastewater Treatment Plant. This project is funded by SRF Project No. C317867-01, however easements, legal fees & administrative costs are not reimbursable by these funds.

A phased approach of constructing the North Interceptor is as follows:

- Phase I - Wastewater Treatment Plant (WWTP) to 7th Street / Skypark Road
- Phase II (Part A) - 7th Street / Skypark Road to Broadwell Avenue
- Phase II (Part B) - Broadwell Avenue to Webb Road
- Phase II (Part C) - Webb Road to Diers Avenue (Lift Station No. 19)

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing and approval by the City Council. A public utility easement is needed in the North Interceptor Phase II, Part C project to accommodate public utilities. The easement will allow for construction, operation, maintenance, extension, repair, replacement and removal of public utilities within the easement.

This project is funded by the State Revolving Funds (SRF) Project #C317981-01.

Discussion

A permanent easement is needed from one (1) property owner in this project area. All documents have been signed and returned by the property owner. Authorization of the document is contingent upon City Council approval. Following is a summary of the payments, totaling \$17,600.00, for the property.

Tract No	Owner	Legal	Total
16	John R. Menard	THE NORTH 30.00 FEET OF LOT SIX (6), MENARD SECOND SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 7,039 SQUARE FEET OR 0.162 ACRES MORE OR LESS.	\$17,600.00
TOTAL			\$17,600.00

Alternatives

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

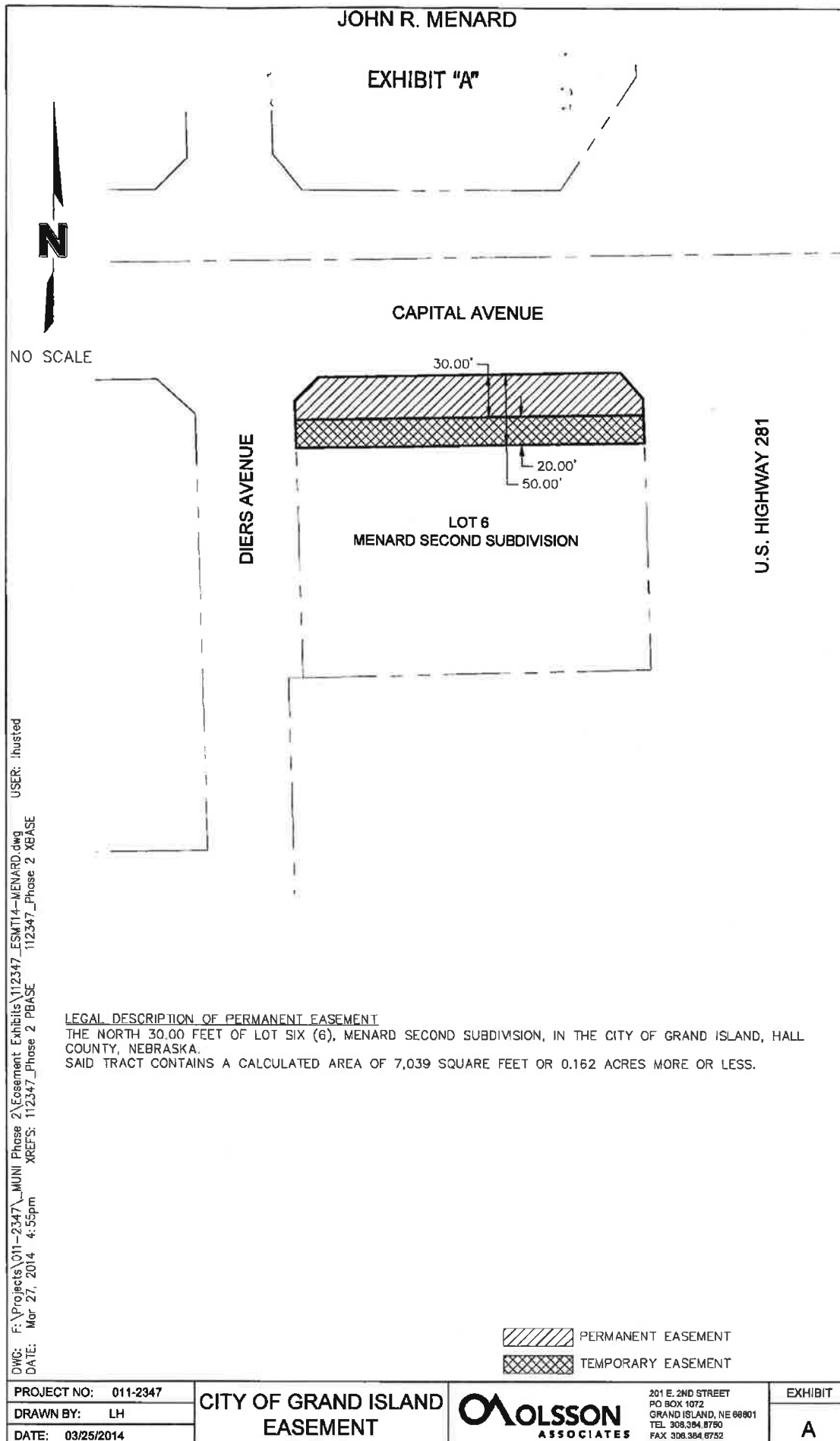
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the Permanent Easement in the amount of \$17,600.00.

Sample Motion

Move to approve the acquisition of the easement.





City of Grand Island

Tuesday, October 28, 2014

Council Session

Item E-5

Public Hearing on Acquisition of Public Utility Easement in Rainbow Lake Sixth Subdivision (SSB Development, LLC)

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: October 28, 2014

Subject: Public Hearing on Acquisition of Public Utility Easement in Rainbow Lake Sixth Subdivision (SSB Development, LLC)

Item #'s: E-5 & G-14

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

Background

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council. A public utility easement needs to be dedicated on the northern end of Lots 1-9 in Rainbow Lake Sixth Subdivision to allow for further development of the area.

Discussion

This easement will allow for placement and maintenance of utilities within the Rainbow Lake Sixth Subdivision, and permit further housing development. The new easement will be a total of fifteen (15) feet wide, as shown on the attached drawing.

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

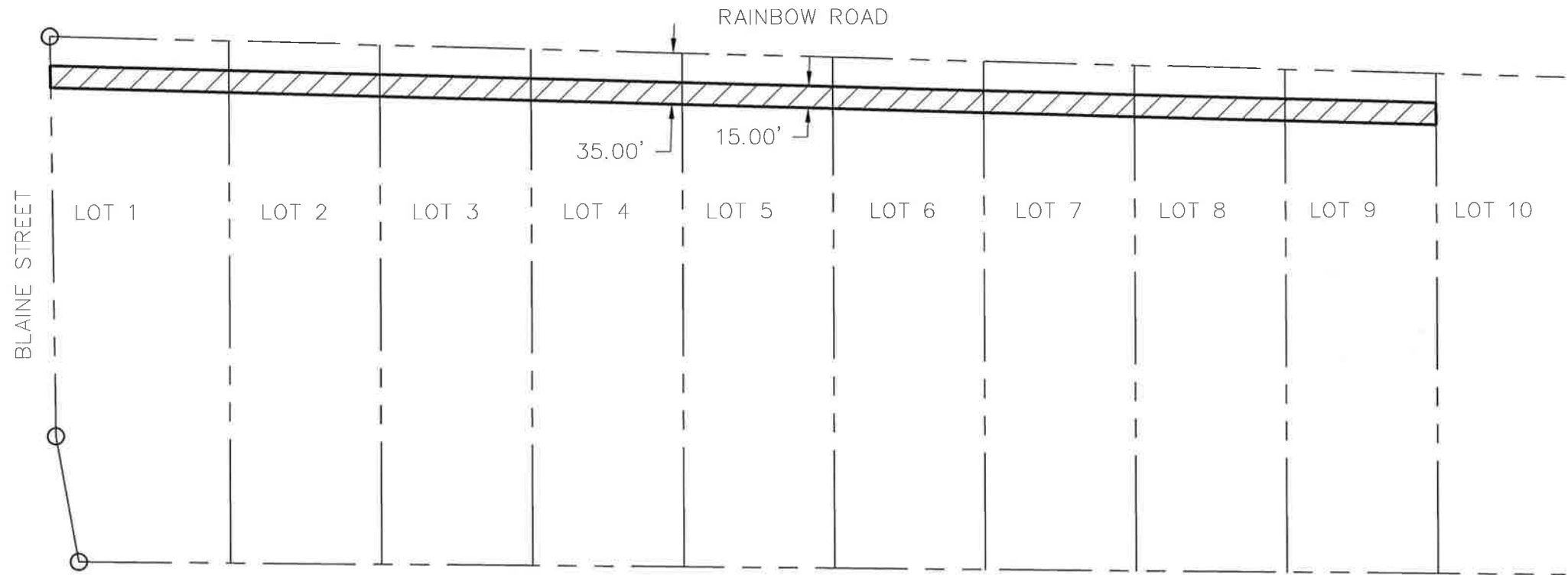
City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the public utility easement in Rainbow Lake Sixth Subdivision.

Sample Motion

Move to approve the acquisition of the public utility easement.

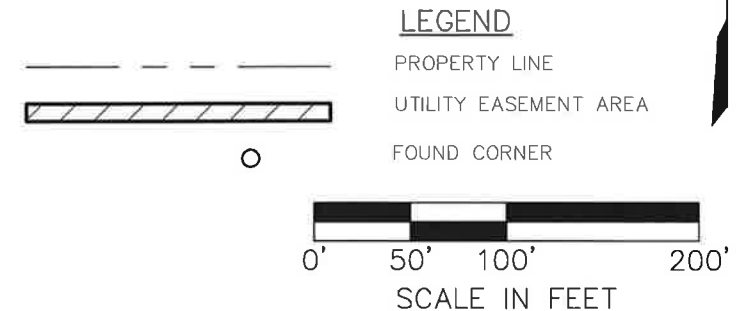
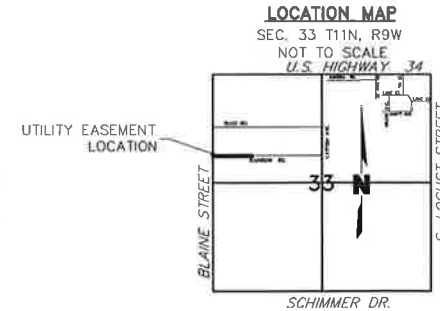
DWG: F:\projects\014-1038\SRV\Easements\0141038_15' Utility Easement.dwg USER: lwheeler
DATE: Sep 16, 2014 9:09am XREFS: 014-0580_XTOPO_STAKEOUT Rainbow Lake Sixth Sub Drainage Page 0141038_PBA

UTILITY EASEMENT
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA



UTILITY EASEMENT DESCRIPTION

THE SOUTH 15 FEET OF THE NORTH 35 FEET OF LOTS 1 THRU 9, RAINBOW LAKE SIXTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 14,125 SQUARE FEET OR 0.32 ACRES MORE OR LESS.



PROJECT NO: 2014-1038	RAINBOW LAKE UTILITY EASEMENT	 <div>201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752</div>	EXHIBIT 1
DRAWN BY: LJW			
DATE: 09/15/2014			



City of Grand Island

Tuesday, October 28, 2014

Council Session

Item E-6

**Public Hearing on Amendment to the Redevelopment Plan for
CRA Area 9 located at 2228 N. Webb Road known as Northwest
Commons or the former “Grand Island Mall”**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: August 26, 2014

Subject: Amendment to Redevelopment Plan for CRA Area #9

Item #'s: E-6, F-3, & I-5

Presenter(s): Chad Nabity, AICP CRA Director

Background

In 2012, the Grand Island City Council declared property referred to as CRA Area 9 as blighted and substandard and approved a generalized redevelopment plan for the property. The generalized redevelopment plan authorized the use of Tax Increment Financing (TIF) for the acquisition of property, redevelopment of property, site preparation including demolition, landscaping and parking. TIF can also be used for improvements to and expansion of existing infrastructure including but not limited to: streets, water, sewer, drainage.

The developer intends to use TIF and an occupation tax in an enhanced employment area to aid in renovation of the existing retail space at this site. This project would not be possible without the use of TIF. The property is located within Redevelopment Area 9 at 2228 N Webb Road, Lot 10 of Grand Island Mall Eighth Subdivision and Lot 2 of the Grand Island Mall Fifteenth Subdivision in Grand Island, Nebraska.

A redevelopment plan for this project and a confirming resolution declaring the area eligible as an Enhanced Employment Area (EEA) were approved by Council on August 26, 2014. Following that meeting and those approvals Bond Counsel has recommended that the redevelopment plan be amended to include improvements and financing afforded by the EEA so the CRA is presenting an amended and restated redevelopment plan for Council approval.

The CRA reviewed the revised redevelopment plan on September 22, 2014 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on October 1, 2014. The CRA also sent notification to the City Clerk of their intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on October 1, 2014. The Planning Commission approved Resolution 2015-01 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island.

Discussion

Tonight, Council will hold a public hearing to take testimony on the proposed plan amendment (including the cost benefit analysis that was performed regarding this proposed project) and to enter into the record a copy of the plan amendment and application for TIF. Council will also consider the contract for TIF and EEA bonds and the passage of an occupation tax on the area as a source of funding for the EEA bonds.

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area 9 and authorizes the CRA to execute a contract for TIF based on the plan amendment. This includes the renovation, reconfiguration and expansion of existing retail space located with the Grand Island Mall property north of Shopko and south of Dollar Tree at 2828 N Webb Road. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for an eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. The total tax increment financing allowed for this project may not exceed \$5,600,000 during this 15 year period. This is \$800,000 less than the TIF that was previously approved as some of those expenses have been shifted to the EEA bonds.

Council is also being asked to approve the ordinance that will subject the area within the EEA to an additional 1% occupation tax on all taxable sales except those specifically prohibited and to authorize the Mayor and Clerk to sign the necessary agreements for this project. The EEA Bonds to be paid off with the occupation tax would be issued with a principal not to exceed \$4,000,000 for allowable redevelopment activities as defined in the contract.

Alternatives

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

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

Recommendation

The CRA and Hall County Regional Planning Commission recommend that the Council approve the Resolution necessary for the adoption and implementation of this plan as well as the ordinance authorizing the occupation tax and appropriate signatures on the necessary contracts.

Sample Motion

Move to approve the resolution as submitted.

Move to approve the ordinance as submitted.

**Amended & Restated Site Specific Redevelopment Plan
Grand Island CRA Area 9
September 2014**

The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area 9 with in the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of a specific infrastructure related project in Area 9.

**Executive Summary:
Project Description**

THE RENOVATION AND REDEVELOPMENT OF THE GRAND ISLAND MALL AT 2228 N WEBB ROAD LOT 10 OF GRAND ISLAND MALL EIGHTH SUBDIVISION AND LOT 2 OF GRAND ISLAND MALL FIFTHTEEN SUBDIVISION. THE SUBSEQUENT SITE WORK, UTILITY, ENGINEERING, LANDSCAPING AND PARKING IMPROVEMENTS NECESSARY FOR REDEVELOPMENT AND RENOVATION AT THIS LOCATION.

The developer intends to use Tax Increment Financing to aid in renovation and conversion of 128,000 square feet of leasable ‘open air’ tenant space and the development of out parcels on the existing mall property. The developer intends to connect a drive between the east and west sides of the mall by opening a vehicle and pedestrian plaza through the center of the mall creating additional tenant spaces with exterior entrances. The developer is trying to attract national retailers as an anchor to the shopping center. This project would not be possible in an affordable manner without the use of TIF.

The site is owned by the developer. All site work, demolition and utilities will be paid for by the developer. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the acquisition, site work and remodeling. The Grand Island Community Redevelopment Authority (“CRA” or “Authority”) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2016 towards the allowable costs and associated financing for the remodeling and site work.

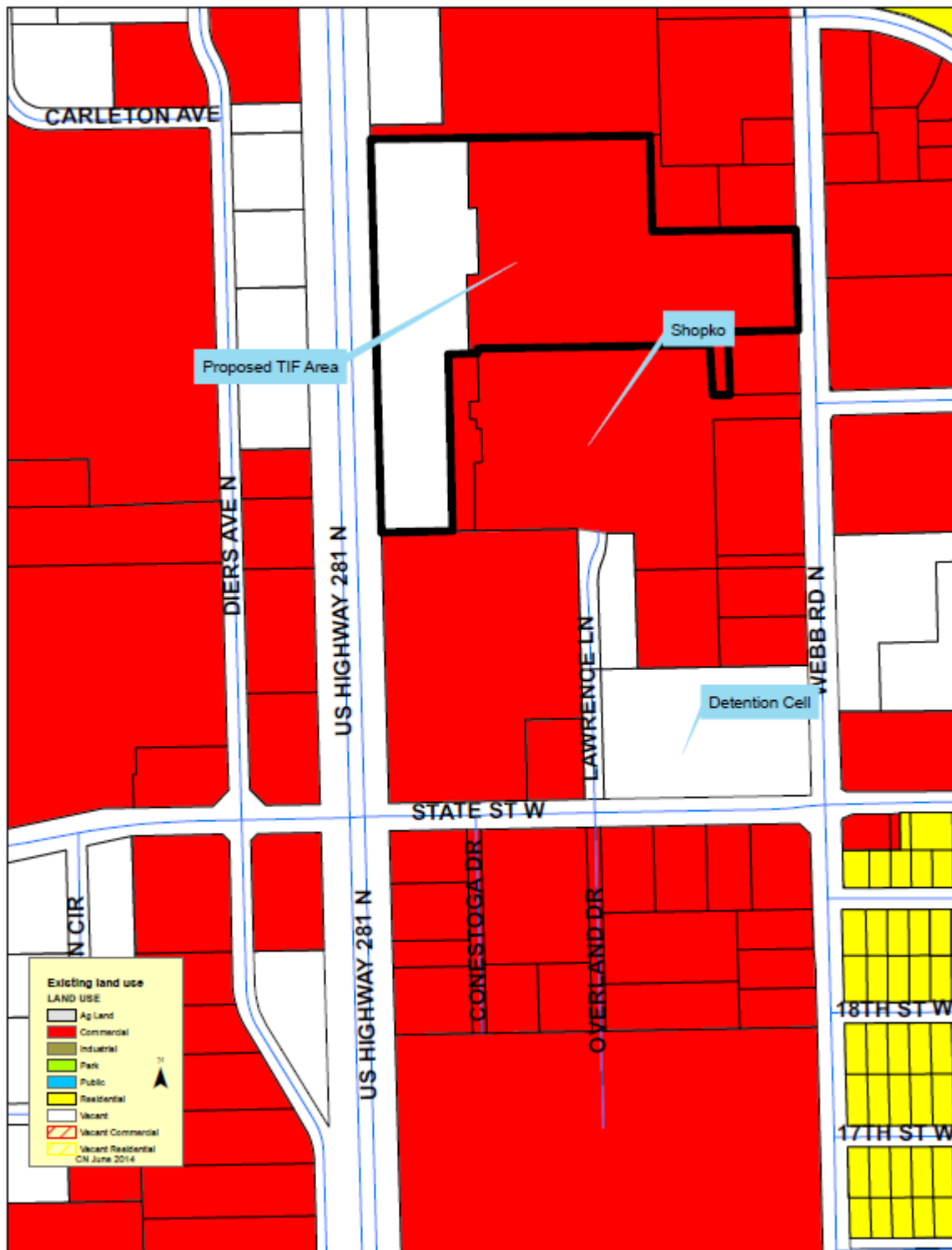
In addition, the CRA intends to designate a portion of Area 9 an enhanced employment area as eligible for the imposition of an occupation tax pursuant to the Act.

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

Property Description (the “Redevelopment Project Area”)

This property is located between State Street and Capital Avenue and between U.S. Highway 281 and Webb Road in northwest Grand Island. The attached map identifies the subject property and the surrounding land uses:

- **Legal Descriptions** Lot 10 of Grand Island Mall Eighth Subdivision and Lot 2 of the Grand Island Mall Fifteenth Subdivision in the City of Grand Island, Hall County, Nebraska. It is anticipated that these will be replatted to facilitate the redevelopment.



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

The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The increase will come from rehabilitation of the vacant commercial space into smaller tenant spaces.

Statutory Pledge of Taxes.

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

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

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

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

Redevelopment Plan Amendment Complies with the Act:

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

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

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

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

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

a. Land Acquisition:

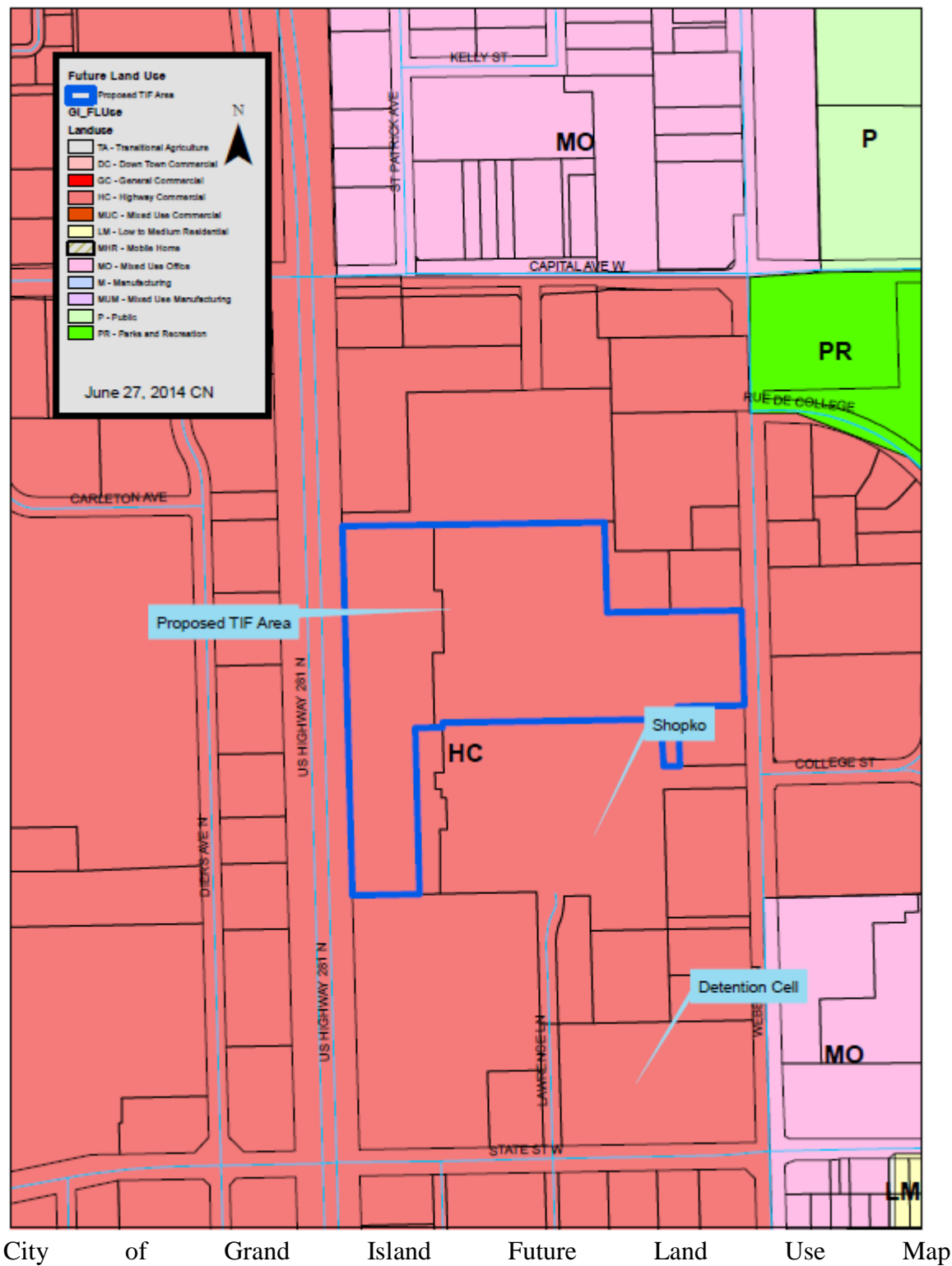
There is no proposed acquisition by the authority or the developer.

b. Demolition and Removal of Structures:

The project to be implemented with this plan amendment does not call for the demolition and removal of any existing structures. Partial demolition and renovation of the existing Grand Island Mall will be necessary to facilitate the planned development and vehicular and pedestrian plaza between the east and west sides of the Mall.

c. Future Land Use Plan

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



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

The area is zoned CD Commercial Development zone. The CD zone is a planned unit development with the look, style placement and size of the buildings approved by with a Development Plan approved by the Grand Island City Council. The proposed redevelopment will require a revised development plan for the Grand Island Mall Commercial Development zone. No changes are anticipated in street layouts or grades. No changes are anticipated in building codes or ordinances. No other planning changes are contemplated. The proposed use for commercial retail space is permitted in the CD zoning district. [§18-2103(b) and §18-2111]

e. Site Coverage and Intensity of Use

The developer is proposing rehabilitate the existing structure a conforming structure and use in the CD zoning district and add additional structures as may be permitted with a revised development plan. [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

This site has full service to municipal utilities. No utilities would be impacted by the development. It is anticipated that the developer will need to extend sewer and water to various new lots to be created on this property. All improvements will be paid for by the developer.

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

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

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

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

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

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

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

The developer has owned the property since 2013 it was acquired at a cost of \$1,818,000. The cost of property acquisition is not being included as a TIF eligible expense. Costs for rehabilitation of the existing structures and onsite improvements including the extension of utilities is estimated at \$20,268,210. Fees and reimbursement to the City and the CRA will be included as a TIF eligible expense, which costs are estimated at \$35,000.

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

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

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of \$5,600,000 from the proceeds of the TIF Indebtedness issued by the Authority. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2016 through December 31, 2030.

c. Statement of feasible method of relocating displaced families.

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

7. Section 18-2113 of the Act requires:

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

The Authority has considered these elements in proposing this Plan Amendment. This amendment, in and of itself will promote consistency with the Comprehensive Plan, in that it will allow for the utilization of and redevelopment of commercial lots. This will not significantly impact traffic at this location. Renovated commercial development will raise property values and provide a stimulus to keep surrounding properties properly

maintained. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions.

8. Time Frame for Development

Development of this project (including demolition, site preparation and new construction) is anticipated to be completed between October 2014 and June of 2016. Additional buildings will be added as the market permits. Excess valuation should be available for this project for 15 years beginning with the 2016 tax year.

9. Justification of Project

The U.S. Highway 281 Corridor is a major entrance for the City of Grand Island from the north and from I-80. The majority of the new commercial development in Grand Island in the past 10 years has occurred along this stretch of highway. The Grand Island Mall area was one of the first pieces in this corridor to develop. The pattern that has been most successful with buildings facing onto U.S. 281 was not as obvious a pattern for success as it is today. The opportunity to partner with owners of key building along this corridor as they redevelop and reinvest in their properties is important to making those favorable first impressions. Buildings to both the north and the south of this property have been redeveloped with faces toward both U.S. 281 and Webb Road. The completion of this project will transform this area.

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

As authorized in the Nebraska Community Development Law, §18-2147, *Neb. Rev. Stat.* (2012), the City of Grand Island has analyzed the costs and benefits of the proposed Grand Island Mall Redevelopment Project, including:

Project Sources and Uses. Approximately \$5,600,000 in public funds from tax increment financing provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This investment by the Authority will leverage \$14,668,210 of other investment by the Developer; a non TIF investment of \$2.61 for every TIF dollar investment.¹

¹ This does not include any investment in personal property at this time.

Use of Funds.			
Description	TIF Funds	Other Funds	Total
Site Acquisition			
Site preparation		\$ 3,165,805	\$ 3,165,805
Legal and Plan*		\$ 35,000	\$ 35,000
Building Costs			
Renovation Phase 1	\$5,600,000	\$ 4,159,191	\$ 9,759,191
Renovation Phase 2		\$ 2,657,000	\$ 2,657,000
General Conditions		\$ 805,630	\$ 805,630
Tenant rehab		\$ 1,251,174	\$ 1,251,174
Soft Costs		\$ 2,629,409	\$ 2,629,409
TOTALS	\$5,600,000	\$14,703,209	\$20,030,209

Tax Revenue. The property to be redeveloped is anticipated to have a January 1, 2014, valuation of approximately \$2,044,858. Based on the 2013 levy this would result in a real property tax of approximately \$45,015. It is anticipated that the assessed value will increase by \$19,525,171, upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$429,818.00 annually. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for a period of 15 years, or such shorter time as may be required to amortize the TIF bond, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2014 assessed value:	\$ 2,044,858.00
Estimated value after completion	\$ 21,570,029.00
Increment value	\$ 19,525,399.00
Annual TIF generated (estimated)	\$ 429,818.00
TIF bond issue	\$ 5,600,000.00

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

The redevelopment project area currently has an estimated valuation of \$2,044,858. The proposed renovation of this facility will result in an estimated additional \$19,525,399 of taxable valuation based on an analysis by the Hall County Assessor's office. No tax shifts are anticipated from the project. The project creates additional valuation that will support taxing entities long after the project is paid off.

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

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

schools. Fire and police protection are available and should not be impacted by this development.

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

This project will protect and enhance the existing employment within the Project Area by redeveloping prime commercial space at this location. Most of the retail space at this location is vacant. It could result in a new national retailers locating in Grand Island. The new retail facilities will employ managerial and sales staff at these locations. New businesses would result in a net increase in employment. At project stabilization employment is expected to increase by 368 employees including a mixture of part time, full time and managerial positions. Temporary construction employment will increase during the construction. The construction period is expected to be 18 to 36 months.

The proposed facility will provide jobs for persons employed by the contractors that will be involved with the project.

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

This may create additional demand for retail service employees in the Grand Island area and could impact other retailers. The proposed retailers represent businesses not located in Grand Island but they will potentially create competition for businesses located here. The latest available labor statistics show that the Grand Island labor pool is 27,961 with a 3.3% unemployment rate².

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

Personal property in the project is subject to current property tax rates and would generate additional property tax for all entities in the first year. Annual city sales taxes at this location at project stabilization are expected to approach \$25,000,000. Based on the current city sales tax rate of 1.5% this would be projected at \$375,000.

Time Frame for Development

Development of this project is anticipated to be completed during between October 2014 and June of 2016 with out-parcels to be developed as the market demands. The base tax year should be calculated on the value of the property as of January 1, 2015. The tax increment on excess valuation should be available for this project for 15 years beginning in 2016. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years

² <https://neworks.nebraska.gov> Labor Force, Employment and Unemployment for Grand Island City in May 2014

or an amount not to exceed \$5,600,000 the projected amount of increment based upon the anticipated value of the project and current tax rate. Based on the estimates of the expenses of the cost of renovation, site preparation, engineering, expenses and fees reimbursed to the City and CRA, and financing fees the developer will spend over \$14,000,000 of TIF eligible activities over \$10,000,000 of which are directly related to remodeling and rehabilitating the existing building.

It is anticipate by the Hall County Assessor's office that this property if redeveloped as proposed will see a 10 fold increase in valuation.

II. THE ENHANCED EMPLOYMENT AREA DESIGNATED BY THE CRA AS ELIGIBLE FOR THE IMPOSITION OF AN OCCUPATION TAX TO PAY FOR AUTHORIZED WORK WITHIN THE AREA IS DESCRIBED AS FOLLOWS:

Property Description (the "Enhanced Employment Area")

This property is located between State Street and Capital Avenue and between U.S. Highway 281 and Webb Road in northwest Grand Island. The attached map identifies the subject property and the surrounding land uses:

- **Legal Descriptions** A tract of land comprising all of Lot Ten (10), Grand Island Mall Eighth Subdivision and all of Lot Two (2), Grand Island Mall Fifteenth Subdivision, all in the City of Grand Island, Hall County, Nebraska, and containing 16.428 acres more or less.

EXCEPTING THEREFROM

A tract of land comprising a part of Lot Ten (10), Grand Island Mall Eighth Subdivision and a part of Lot Two (2), Grand Island Mall Fifteenth Subdivision, all in the City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

Beginning at the northwest corner of said Lot Ten (10); thence running easterly on the north line of said Lots Ten (10), on an Assumed Bearing of N89°47'33"E, a distance of Two Hundred Thirty Five (235.00) feet, to the Actual Point of Beginning; thence continuing N89°47'33"E, on the north line of said Lot Ten (10) and said Lot Two (2), a distance of Two Hundred Fifty Three and Fifty Hundredths (253.50) feet; thence running S00°12'27"E, a distance of Two Hundred Six (206.00) feet; thence running S89°47'33"W, a distance of Two Hundred Fifty Three and Fifty Hundredths (253.50) feet; thence running N00°12'27"W, a distance of Two Hundred Six (206.00) feet, to the Actual Point Of Beginning and containing 1.672 acres more or less. Net 14.756 acres more or less.

Authorized work within the Enhanced Employment Area means the performance of any one or more of the following purposes:

- (a) The acquisition, construction, maintenance, and operation of public offstreet parking facilities for the benefit of the Enhanced Employment Area;

(b) Improvement of any public place or facility in the Enhanced Employment Area, including landscaping, physical improvements for decoration or security purposes, and plantings;

(c) Construction or installation of pedestrian shopping malls or plazas, sidewalks or moving sidewalks, parks, meeting and display facilities, bus stop shelters, lighting, benches or other seating furniture, sculptures, trash receptacles, shelters, fountains, skywalks, and pedestrian and vehicular overpasses and underpasses, and any useful or necessary public improvements;

(d) Leasing, acquiring, constructing, reconstructing, extending, maintaining, or repairing parking lots or parking garages, both above and below ground, or other facilities for the parking of vehicles, including the power to install such facilities in public areas, whether such areas are owned in fee or by easement, in the Enhanced Employment Area;

(e) Creation and implementation of a plan for improving the general architectural design of public areas in the Enhanced Employment Area;

(f) The development of any public activities and promotion of public events, including the management, promotion, and advocacy of retail trade activities or other promotional activities, in the Enhanced Employment Area;

(g) Maintenance, repair, and reconstruction of any improvements or facilities authorized by the Community Development Law;

(h) Any other project or undertaking for the betterment of the public facilities in the Enhanced Employment Area, whether the project is capital or noncapital in nature;

(i) Enforcement of parking regulations and the provision of security within the Enhanced Employment Area; or

(j) Employing or contracting for personnel, including administrators for any improvement program under the Community Development Law, and providing for any service as may be necessary or proper to carry out the purposes of the Community Development Law.

Redevelopment Plan Amendment related to the Enhanced Employment Area Complies with the Act:

The Act requires that in connection with the approval of any redevelopment plan which includes the designation of an enhanced employment area, the governing body may approve the redevelopment plan if it determines that any new investment within such enhanced employment area will result in at least fifteen new employees and new investment of one million dollars in counties with at least fifty thousand inhabitants but fewer than one hundred thousand inhabitants.

This Plan Amendment meets these enhanced employment area statutory qualifications because (a) at project stabilization employment in the Enhanced Employment Area is expected to increase by 275 employees including a mixture of part time, full time and managerial positions, (b) the project in the Enhanced Employment Area includes new private sector investment of \$14,370,247, and (c) as of the 2010 census, Hall County's population comprised 58,607 inhabitants.

Levy of General Business Occupation Tax and Levy:

A city may levy a general business occupation tax upon the businesses and users of space within an enhanced employment area for the purpose of paying all or any part of the costs and expenses of any redevelopment project within such enhanced employment area. Any occupation tax imposed pursuant to the Act shall make a reasonable classification of businesses, users of space, or kinds of transactions for purposes of imposing such tax.

The businesses and their classification in the Enhanced Employment Area are as follows:

<u>BUSINESS</u>	<u>CLASSIFICATION</u>	
1. Apparel	Clothing Retail	20,008sf
2. Hobby & Crafts	Hobby & Craft Retail	14,040sf
3. Shoes	Shoe Retail	8,960sf
4. Apparel	Clothing Retail	6,420sf
5. Cosmetics	Beauty Retail	5,777sf
6. Quick Serve	Prepared Food Retail	3,424sf
7. Specialty Store	Specialty Retail	3,210sf
8. Salon	Service Retail	1,605sf
9.. Apparel	Clothing Retail	6,060sf
10. Specialty Store	Specialty Retail	3,232sf
11. Quick Serve	Prepared Food Retail	3,030sf
12. Salon	Service Retail	1,515sf
13.		
14. Restaurant	Prepared Food Retail	Outlot A
15. Service/Fitness	Service Retail	Outlot B
16. Fast Food	Prepared Food Retail	Outlot C

No occupation tax shall be imposed on any business or transaction which is subject to tax under section 53-160, 66-489, 66-489.02, 66-4,140, 66-4,145, 66-4,146, 77-2602, or 77-4008 of the Act or which is exempt from tax under section 77-2704.24 of the Act. Any such occupation tax agreed to by the Authority and the City shall remain in effect so long

as the Authority has bonds outstanding which have been issued stating such occupation tax as an available source for payment.

The collection of a tax imposed pursuant to the Act shall be made and enforced in such a manner as the governing body shall by ordinance determine to produce the required revenue. The governing body may provide that failure to pay the tax imposed pursuant to this section shall constitute a violation of the ordinance and subject the violator to a fine or other punishment as provided by ordinance.

SUPPLEMENTAL BACKGROUND INFORMATION RELATIVE TO OCCUPATION TAX FINANCING REQUEST

Project Redeveloper Information

Business Name:

Name: Grand Island Joint Venture, LLC

Address: 2127 Innerbelt Business Center Drive, Suite 310, St. Louis, MO 63114

Telephone No.: (314) 513-1500 Fax No.: (314) 513-1501

Contact: Ray O'Connor (308) 381-2497 / Tim Lowe (314) 513-0018

Brief Description of Applicant's Business:

The Grand Island Joint Venture, LLC is a joint venture between Ray O'Connor and Michael Staenberg. Ray O'Connor is CEO of O'Connor Enterprises, a full service commercial real estate company that owns, manages and leases shopping centers, hotels and residential communities throughout central Nebraska. Michael Staenberg is President of the The Staenberg Group, a shopping center development, leasing and property management firm. Over the previous 30 years, the principals of The Staenberg Group have been responsible for the development and redevelopment of over 35 million square feet of retail shopping centers across the United States.

Present Ownership Proposed Project Site:

Grand Island Joint Venture, LLC

Proposed Project:

The redevelopment of the former Grand Island Mall and related 16 acres of property, into and "open air" regional retail shopping center, including approximately 128,000 square feet of new tenant leasable area. The property and building are to be designed and constructed in a first class manner, and consistent with competing regional retail centers in the area. The redevelopment project will include demolition of the former interior mall space, building demolition to create vehicular access between Webb Road and the new HWY 281 parking fields, new tenant storefronts and exterior amenities as well as new customer parking fields, site lighting and landscaping. Tenants in the project will be a mix of local, regional and national groups between 1,500 and 45,000 square feet, and include three outlot opportunities. See Exhibit B – site plan, lease plan and proposed elevations. Grand Island Joint Venture, LLC hereby certifies that no one business will have one hundred thirty-five thousand square feet or more of

space within the development subject to the Enhanced Employment Area as long as such EEA is in place.

Required Information:

A. Describe the amount and purpose for which Occupation Tax Financing is requested:

An Occupation tax of one percent (1%) on all items subject to the sales tax sold and delivered within the Enhanced Employment Area. Occupation tax financing is requested for the redevelopment and re-branding of the former Grand Island Mall and related 16 acres of property into an “open air” regional retail shopping center “Northwest Commons” [Neb Rev Stat 18-2142.04(1)(a)] (See Exhibit “A” for acceptable purposes)

The amount of the Occupation Tax Financing is \$4,000,000 for rehabilitation and repair of the project site.

B. What is the legal description of the area for which you are requesting occupation tax financing? (enhanced employment area) **Legal Description:**

A tract of land comprising all of Lot Ten (10), Grand Island Mall Eighth Subdivision and all of Lot Two (2), Grand Island Mall Fifteenth Subdivision, all in the City of Grand Island, Hall County, Nebraska, and containing 16.428 acres more or less.

EXCEPTING THEREFROM

A tract of land comprising a part of Lot Ten (10), Grand Island Mall Eighth Subdivision and a part of Lot Two (2), Grand Island Mall Fifteenth Subdivision, all in the City of Grand Island, Hall County, Nebraska, and more particularly described as follows: Beginning at the northwest corner of said Lot Ten (10); thence running easterly on the north line of said Lots Ten (10), on an Assumed Bearing of N89°47'33"E, a distance of Two Hundred Thirty Five (235.00) feet, to the Actual Point of Beginning; thence continuing N89°47'33"E, on the north line of said Lot Ten (10) and said Lot Two (2), a distance of Two Hundred Fifty Three and Fifty Hundredths (253.50) feet; thence running S00°12'27"E, a distance of Two Hundred Six (206.00) feet; thence running S89°47'33"W, a distance of Two Hundred Fifty Three and Fifty Hundredths (253.50) feet; thence running N00°12'27"W, a distance of Two Hundred Six (206.00) feet, to the Actual Point Of Beginning and containing 1.672 acres more or less. Net 14.756 acres more or less.

(“Enhanced Employment Area”)

- C. Will your investment in the Enhanced Employment Area result in at least fifteen new employees? If so, how many new employees do you project will result from your new investment?

Yes. The project will protect and enhance the existing employment base within the Enhanced Employment Area by redeveloping prime commercial space at this location. Most of the existing retail space within the Enhanced Employment Area is currently vacant. The new retail facilities will employ managerial and sales staff at these locations. New business would result in a net increase in employment. At project stabilization, employment within the Enhanced Employment Area is expected to increase by 275 employees including a mixture of part time, full time and managerial positions.

- D. Will your new investment in the Enhanced Employment Area exceed one million dollars? If so, what is your estimated new investment in the Enhanced Employment Area?

Yes. The anticipated total investment within the Enhanced Employment Area is projected at \$14,370,247.

- E. Will your project/business have one hundred thirty-five thousand square feet or more? If so, do you anticipate annual gross sales of ten million dollars or more?

No single retail tenant will exceed 135,000 square feet. The project will include approximately 77,000 square feet of leasable tenant space within the Enhanced Employment Area plus three (3) new outlot tenants. Sales for the retail tenants within the Enhanced Employment Area are projected at \$15 million for the initial stabilized year (2017). No single tenant will exceed \$10 million in sales.

- F. Please list the name of each business and its respective classification that you project will be located in the Enhanced Employment Area. (for example, prepared food retail, clothing retail, grocery retail, jewelry retail, gasoline retail, sporting goods retail):

<u>BUSINESS</u>	<u>CLASSIFICATION</u>	
1. Apparel	Clothing Retail	20,008sf
2. Hobby & Crafts	Hobby & Craft Retail	14,040sf
3. Shoes	Shoe Retail	8,960sf
4. Apparel	Clothing Retail	6,420sf
5. Cosmetics	Beauty Retail	5,777sf
6. Quick Serve	Prepared Food Retail	3,424sf

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13.		
14. Restaurant	Prepared Food Retail	Outlot A
15. Service/Fitness	Service Retail	Outlot B
16. Fast Food	Prepared Food Retail	Outlot C

*If you need more space, please attach additional page(s)

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

RESOLUTION NO 183

**A RESOLUTION FORWARDING A PROPOSED REDEVELOPMENT PLAN
AMENDMENT OF THE CITY OF GRAND ISLAND, NEBRASKA TO THE
HALL COUNTY REGIONAL PLANNING COMMISSION, ACTING AS THE
PLANNING COMMISSION OF THE CITY OF GRAND ISLAND, NEBRASKA
FOR REVIEW AND RECOMMENDATION PURSUANT TO THE COMMUNITY
DEVELOPMENT LAW**

WHEREAS, the Mayor and City Council of the City of Grand Island, Nebraska (the “City”), upon the recommendation of the Planning Commission of the City of Grand Island, Nebraska (the “Planning Commission”), and in compliance with all public notice requirements imposed by the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “Act”), duly declared the redevelopment area legally described in the Redevelopment Plan Amendment, set forth hereafter to be blighted and substandard and in need of redevelopment; and

WHEREAS, pursuant to and in furtherance of the Act, a Redevelopment Plan Amendment (the “Redevelopment Plan”), has been prepared by the Authority in the form attached hereto as **Exhibit A**, for the purpose of redeveloping the Blighted and Substandard Area and includes a provision to divide certain ad valorem taxes as provided in Section 18-2147 of the Act on that portion of the Blighted and Substandard Area legally described in **Exhibit A** to assist in the redevelopment thereof; and

WHEREAS, pursuant to the §18-2112 of the Act the Authority is required to submit the Redevelopment Plan to the Planning Commission of the City for its review and recommendation as to the Redevelopment Plans conformity to the general plan for development of the City as a whole;

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA AS FOLLOWS:**

Section 1. The Authority hereby submits the Redevelopment Plan in the form attached hereto as **Exhibit A** to the Hall County Regional Planning Commission, acting as the Planning Commission of the City for its review and recommendation as to the Redevelopment Plans conformity to the general plan for development of the City as a whole.

PASSED AND APPROVED this 22nd day of September, 2014.

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

ATTEST:

By: _____

Secretary

By: _____

Chairman

Resolution Number 2015-01

HALL COUNTY REGIONAL PLANNING COMMISSION

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

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

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

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

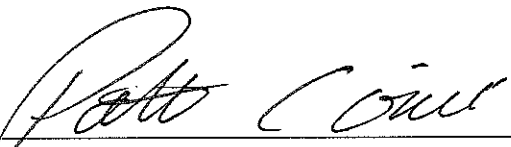
Section 1. The Commission hereby recommends approval of the Redevelopment Plan.

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

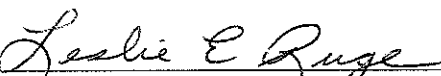
Section 3. This resolution shall be in full force and effect from and after its passage as provided by law.

DATED: October 1, 2014.

HALL COUNTY REGIONAL PLANNING
COMMISSION

By: 
Chair

ATTEST:

By: 
Secretary

Northwest Commons

REDEVELOPMENT CONTRACT
(Grand Island Northwest Commons Project)

This Redevelopment Contract is made and entered into as of the _____ day of _____, 2014, by and between the Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), the City of Grand Island, Nebraska, a Nebraska municipality of the first class ("City"), and Grand Island Joint Venture, LLC, a Missouri limited liability company ("Redeveloper").

WITNESSETH:

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

WHEREAS, the Authority has adopted, after approval by the Mayor and Council of the City, that redevelopment plan entitled "Amended and Restated Site Specific Redevelopment Plan Grand Island CRA Area 9" (the "Redevelopment Plan");

WHEREAS, Authority and Redeveloper desire to enter into this Redevelopment Contract in order to implement the Redevelopment Plan and provide for the redevelopment of lots and lands located in a blighted and substandard area and enhanced employment area;

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

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Contract.

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

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

"Authority" means the Community Redevelopment Authority of the City of Grand Island, Nebraska.

"City" means the City of Grand Island, Nebraska.

"Governing Body" means the Mayor and City Council of the City.

"Holder(s)" means the registered owner or owners of TIF Indebtedness issued by the Authority from time to time outstanding.

"Enhanced Employment Act" shall mean Nebraska Legislative Bill 562, 100th Legislature, effective date September 1, 2007, known as the "Enhanced Employment Area Occupation Tax," amending Sections 18-2101, 18-2103, 18-2107, 18-2111, 18-2116, 18-2119, and 18-2130 of the Nebraska Revised Statutes and set forth in the Community Development Law, as may be amended from time to time.

"Enhanced Employment Act Area" referred to in Section 18-2142.02 of the Nebraska Revised Statutes and shall mean that area within a community redevelopment area as shown on Exhibit B, attached hereto and incorporated herein by this reference.

"Enhanced Employment Act Indebtedness" shall mean the occupation tax revenue bonds, refunding bonds, notes, interim certificates, debentures, anticipation notes, and other indebtedness or obligations issued under the terms of this Agreement, the Bond Resolution, and the Occupation Tax Ordinance. The Enhanced Employment Act Indebtedness as initially issued by the Authority shall consist of the Authority's Occupation Tax Revenue Bond (Grand Island Northwest Commons Project), Series 2014, to be issued in an amount not to exceed \$4,000,000.00 in substantially the form set forth on Exhibit E, attached hereto and incorporated herein by this reference, ("Occupation Tax Revenue Bond"), and purchased by the Redeveloper as set forth in Section 4.05 of this Redevelopment Contract.

"Enhanced Employment Act Period" shall mean the lesser of (i) the time period necessary for the occupation taxes levied on the Employment District to pay off any outstanding Enhanced Employment Act Indebtedness which have been issued stating such occupation tax as an available source for payment or (ii) twenty (20) years after the effective date of the Ad Valorem Tax Provision, as provided for in the Community Development Law.

"Enhanced Employment Act Proceeds" shall mean any net proceeds from the issuance of the Enhanced Employment Act Indebtedness.

"Enhanced Employment Act Project" means the improvements to the Enhanced Employment Act Area, as further described in Exhibit B and, as used herein, shall include additions and improvements thereto. The Enhanced Employment Act Project shall include all

eligible costs and expenses as set forth on Exhibit I, attached hereto and incorporated herein by this reference.

"Enhanced Employment Act Project Costs" means only costs or expenses incurred by Redeveloper in the Enhanced Employment Act Area as set forth on Exhibit B for the purposes set forth in Section 18-2142.04 (1) (a) or Section 18-2103(12) (a) through (f), inclusive, of the Nebraska Revised Statutes, including providing for such costs by the exercise of the powers set forth in §18-2107(4) of the Act, all as identified on Exhibit I. Enhanced Employment Act Project Costs **do not include** costs or expenses incurred within that portion of the Redevelopment Project Area that is not a part of the Enhanced Employment Act Area.

"Enhanced Employment Act Project Cost Certification" means a statement prepared and signed by an authorized representative of the Redeveloper verifying the Redeveloper has become legally obligated for the payment of Enhanced Employment Act Project Costs identified on Exhibit I.

"Enhanced Employment Act Tax Revenues" shall mean the occupation tax revenues generated and collected under the occupation tax authorized by the Bond Resolution and the Occupation Tax Ordinance.

"Issuance Costs" shall mean: (1) costs and expenses of the City, Authority, and the Redeveloper lawfully attributable to the City's benefit and for the public purpose to issue the indebtedness, pledges, bonds and notes described in this Agreement of the TIF Indebtedness and Enhanced Employment Act Indebtedness, including but not limited to, bond counsel fees, special city attorney fees, fiscal advisory fees, placement fees, legal opinions and advice, and business memorandums, analysis, and advice given to the City and Authority and incurred before or after the Agreement Date in order to fund the Enhanced Employment Act Project and the TIF Project; and (2) the costs the City incurs (on an annual or prorated year) to collect, process and administer the Enhanced Employment Act Proceeds and TIF Revenues, and related bond funds pursuant to the requirements of the Act, including labor costs, equipment, software, promulgated regulations, City and State of Nebraska Department of Revenue accounting, procedures, reports, audits, review and accountability and reporting measures. Issuance Costs shall not include the Redeveloper's attorney fees or any expenses attributed to the funding of the Enhanced Employment Act Costs.

"Liquidated Damages Amount" means the amounts to be repaid to Authority by Redeveloper pursuant to Section 7.02 of this Redevelopment Contract.

"Lot" or "Lots" shall mean the separately platted and subdivided lots within the Redevelopment Project Area established pursuant to an approved and filed subdivision plat in accordance with the ordinances and regulations of the City.

"Master Project" shall mean the TIF Project and Enhanced Employment Act Project.

"Occupation Tax Ordinance" shall mean the City of Grand Island Ordinance No.____, passed _____, 2014 and approved _____, 2014, as amended, and related

ordinances authorizing the levy, collection and enforcement of the occupation tax imposed pursuant to the Enhanced Employment Act.

"Redeveloper" means Grand Island Joint Venture, LLC, a Missouri limited liability company.

"Redevelopment Project Area" means that certain real property situated in the City of Grand Island, Hall County, Nebraska which has been declared blighted and substandard by the City pursuant to the Act, and which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference. All such legal descriptions are subject to change based upon any re-platting requested by the Redeveloper and approved by the City.

"Redevelopment Project Property" means all of the Redevelopment Project Area which is the site for the improvements constituting the TIF Project, as more particularly described on Exhibit A.

"Redevelopment Contract" means this redevelopment contract between the Authority and Redeveloper with respect to the TIF Project and Enhanced Employment Act Project, as the same may be amended from time to time.

"Redevelopment Plan" means the Redevelopment Plan (also defined in the recitals hereto) for the Redevelopment Project Area and the Enhanced Employment Act Area related to the TIF Project and Enhanced Employment Act Project, as attached hereto and incorporated herein as Exhibit C, prepared by the Authority and approved by the City pursuant to the Act, as amended from time to time.

"Resolution" or "Bond Resolution" means the Resolution of the Authority authorizing the issuance of the TIF Indebtedness and Enhanced Employment Act Indebtedness, as supplemented from time to time, and also approving this Redevelopment Contract.

"Taxes" shall mean taxes and assessments from all applicable government entities including, but not limited to, any income, excise, sales or occupation taxes, ad valorem (real property) taxes, and personal property taxes.

"TIF Indebtedness" means any bonds, notes, loans, and advances of money or other indebtedness, including interest and premium, if any, thereon, incurred by the Authority pursuant to the Resolution and Article III hereof to provide financing for a portion of the TIF Project Costs and secured in whole or in part by TIF Revenues. The TIF Indebtedness as initially issued by the Authority shall consist of the Authority's Tax Increment Development Revenue Bond (Grand Island Northwest Commons Project), Series 2014, to be issued in an amount not to exceed \$5,600,000.00 in substantially the form set forth on Exhibit D attached hereto and incorporated herein by this reference ("TIF Bond"), and purchased by the Redeveloper as set forth in Section 3.04 of this Redevelopment Contract.

"TIF Project" means the improvements to the Redevelopment Project Area, as further described in Exhibit A, and, as used herein, shall include the Redevelopment Project Property

and additions and improvements thereto. The TIF Project shall include all eligible costs and expenses as set forth on Exhibit F, attached hereto and incorporated herein by this reference.

"TIF Project Cost Certification" means a statement prepared and signed by an authorized representative of the Redeveloper verifying the Redeveloper has become legally obligated for the payment of TIF Project Costs identified on Exhibit F.

"TIF Project Costs" means only costs or expenses incurred by Redeveloper in the Redevelopment Project Area, as set forth on Exhibit A for the purposes set forth in §18-2103(12)(a) through (f), inclusive, including providing for such costs by the exercise of the powers set forth in §18-2107(4) of the Act, all as identified on Exhibit F.

"TIF Revenues" means incremental ad valorem taxes generated on the Redevelopment Project Property by the TIF Project which are to be allocated to and paid to the Authority pursuant to the Act.

"Timeline" shall mean the timeline for the Master Project as generally described on Exhibit H, attached hereto and incorporated herein by this reference.

Section 1.02 Construction and Interpretation.

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

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

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

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

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

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

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

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

ARTICLE II FINDINGS AND REPRESENTATIONS

Section 2.01 Findings and Representations of Authority.

The Authority makes the following findings and representations:

(a) The Authority is a duly organized and validly existing community development agency under the Act.

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

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

(d) The Master Project is expected to achieve the public purposes of the Act by among other things, increasing employment, increasing investment, improving public infrastructure, increasing the tax base, and lessening blighted and substandard conditions in the Redevelopment Project Area and Enhanced Employment Act Area and other purposes set forth in the Act.

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

(2) Based solely on representations made by the Redeveloper:

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

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

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

(g) The Authority has determined that the proposed land uses and building requirements in the Redevelopment Project Area and Enhanced Employment Act Area are

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

(h) Pursuant to section 18-2147 of the Act the redevelopment project valuation shall be the valuation for assessment of the taxable real property in the Redevelopment Project for the year prior to the effective date specified in section 3.01A.

Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

(a) The Redeveloper is a Missouri limited liability company, having the power to enter into this Redevelopment Contract and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Contract. Prior to the execution and delivery of this Redevelopment Contract, the Redeveloper has delivered to the Authority a certificate of good standing, a copy of the Redeveloper's Articles of Organization and Operating Agreement, and a copy of the resolution or resolutions authorizing the execution and delivery of this Redevelopment Contract.

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

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Master Project or the carrying into effect of this Redevelopment Contract or in any other matter materially affecting the ability to Redeveloper to perform its obligations hereunder.

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

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

(f) The Enhanced Employment Act Project will result in at least fifteen (15) new employees and new investment of at least one million dollars (\$1,000,000.00) within the Enhanced Employment Act Area, pursuant to Section 18-2116 of the Nebraska Revised Statutes. (Note: Hall County 2010 Census shows a population of 53,534)

(g) The TIF Indebtedness and Enhanced Employment Act Indebtedness shall not be tax-exempt financing and no interest paid from the TIF Indebtedness and Enhanced Employment Act Indebtedness shall be exempt from federal or state income taxation.

(h) Redeveloper warrants and represents that the costs set forth on Exhibit F are permitted costs under the Act and fit within the statutory definitions set forth in Section 18-2103(12)(a) through (f), inclusive, of the Nebraska Revised Statutes.

(i) Redeveloper warrants and represents that the costs set forth on Exhibit I are permitted costs under the Enhanced Employment Act and the Act and fit within the statutory definitions set forth in Section 18-2142.04(1)(a) of the Nebraska Revised Statutes.

(j) There are no, nor will there be, any single business in the Enhanced Employment Act Area that has one hundred thirty-five thousand square feet or more.

(k) Exhibit G, attached hereto and incorporated herein by this reference, is a list of the proposed businesses and each business's classification that are to be in the Enhanced Employment Act Area.

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

ARTICLE III

THE PARTIES OBLIGATIONS RELATING TO TAX INCREMENT FINANCING

A. OBLIGATIONS OF THE AUTHORITY

Section 3.01A Division of Taxes.

In accordance with Section 18-2147 of the Act and the terms of the Resolution, the Authority hereby provides that any ad valorem tax on real property in the Redevelopment Project Area for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as set forth in this section. The effective date of this provision shall be January 1, 2016. Said taxes shall be divided as follows:

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

(b) That portion of the ad valorem tax on real property in the Redevelopment Project Area in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority (designated in the Resolution as the "TIF Bond Fund") to pay the principal of, the interest on, and any premium due in connection with the TIF Indebtedness, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such TIF Project. When such TIF Indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Phase shall be paid into the funds of the respective public bodies.

Section 3.02A Issuance of TIF Indebtedness

The Authority shall authorize the issuance of the TIF Indebtedness in the form and stated principal amount and bearing interest and being subject to such terms and conditions as are specified in the Resolution and this Redevelopment Contract; provided, at all times the maximum amount of the TIF Indebtedness shall be limited to the lesser of (i) the stated face amount of the TIF Indebtedness, or (ii) the sum of all TIF Project Costs incurred by the Redeveloper as set forth on Exhibit F. No TIF Indebtedness will be issued until Redeveloper has acquired fee title to the Redevelopment Project Property and become obligated for construction of the additions and improvements forming a part of the TIF Project as described in the Plan.

Prior to January 1, 2016, the Authority shall issue one Tax Increment Revenue Bond, in one taxable series, in a maximum principal amount of Five Million Six Hundred Thousand and no/100 Dollars (\$5,600,000.00), in substantially the form shown on the attached Exhibit D ("TIF Bond"), for net funds available to be purchased by Redeveloper, or its affiliate ("TIF Bond Purchaser"), in a written form acceptable to Redeveloper's attorney, and receive TIF Bond proceeds from the TIF Bond Purchaser in said amount. At the option of the TIF Bond Purchaser, the Authority shall make a grant to TIF Bond Purchaser in such amount, and such grant shall offset TIF Bond Purchaser's obligation to purchase the TIF Bond. Subject to the terms of this Agreement and the Resolution, the Authority's Treasurer on behalf of the Authority shall have the authority to determine the timing of issuing the TIF Indebtedness and all the other necessary details of the TIF Indebtedness.

The TIF Bond Purchaser agrees to purchase the TIF Indebtedness at a price equal to the principal amount thereof, in a private placement satisfactory to the Authority as to its terms and participants (including any pledgee thereof). Neither the Authority nor the City shall have any obligation to provide for the sale of the TIF Indebtedness. It is the sole responsibility of the TIF Bond Purchaser to effect the sale of the TIF Indebtedness by purchasing the TIF Indebtedness in accordance with the terms of this Redevelopment Contract and the Resolution.

Section 3.03A Pledge of Revenues.

Under the terms of the Resolution, the Authority pledges 100% of the available annual TIF Revenues derived from the Redevelopment Project Property as security for and to provide payment of the TIF Indebtedness as the same fall due (including payment of any mandatory redemption amounts set for the TIF Indebtedness in accordance with the terms of the Resolution).

Section 3.04A Purchase and Pledge of TIF Indebtedness/Grant of Net Proceeds of TIF Indebtedness.

The TIF Bond Purchaser has agreed to purchase the TIF Indebtedness from the Authority for a price equal to the principal amount thereof, payable as provided in Section 3.02A and this Section 3.04A. The Redevelopment Plan provides for the Redeveloper to receive a grant under this Redevelopment Contract. In accordance with the terms of the Redevelopment Plan the Redeveloper is to receive a grant sufficient to pay the costs for reimbursement of eligible and lawful TIF Project Costs as set forth on Exhibit F, in the aggregate maximum amount not to exceed \$5,600,000.00. Notwithstanding the foregoing, the aggregate amount of the TIF Indebtedness and the grant shall not exceed the amount of TIF Project Costs as certified pursuant to Section 3.02B of this Redevelopment Contract. Such grant shall be made to the TIF Bond Purchaser upon certification of TIF Project Costs as set forth herein and in the Resolution, and payment purchase of the TIF Indebtedness as provided in Section 3.02A, unless TIF Bond Purchaser elects to offset the payment of the purchase of the TIF Indebtedness with the grant proceeds as provided herein and in the Resolution. The Authority shall have no obligation to provide grant funds from any source other than as set forth in the Resolution and this Redevelopment Contract.

Section 3.05A Creation of Funds.

In the Resolution, the Authority has provided for the creation of a the following funds and accounts which funds shall be held by the Authority separate and apart from all other funds and moneys of the Authority and the City:

- (a) a special trust fund called the “Grand Island Northwest Commons Project TIF Bond Fund” (the “TIF Bond Fund”). All of the TIF Revenues shall be deposited into the TIF Bond Fund. The TIF Revenues accumulated in the TIF Bond Fund shall be used and applied on the Business Day prior to each Interest Payment Date to pay principal of or interest on the TIF Bond to the extent of any money then remaining in the TIF Bond Fund on such Interest Payment Date. Money in the TIF Bond Fund shall be used solely for the purposes described herein and in the Resolution. All

Revenues received through and including December 31, 2030 shall be used solely for the payments required herein and by the Resolution; and

(b) a special trust fund called the “Grand Island Northwest Commons TIF Project Fund” (the “TIF Project Fund”) The Authority shall disburse any money on deposit in the TIF Project Fund from time to time to pay or as reimbursement for payment made for the TIF Project Costs in each case within 5 Business Days after completion of the steps set forth herein and in the Resolution. If a sufficient amount to pay a properly completed TIF Disbursement Request (as defined in Section 3.02B) is not in the TIF Project Fund at the time of the receipt by the Authority of such request, the Authority shall notify the owner of the TIF Bond and such owner may deposit an amount sufficient to pay such request with the Authority for such payment. As set forth in the Resolution, if the TIF Bond Purchaser is the owner of the TIF Bond and the TIF Bond Purchaser so elects, the Authority shall make a grant to TIF Bond Purchaser in the amount of an approved TIF Disbursement Request; in such event, the approved TIF Disbursement Request amount shall offset funding of the TIF Bond.

B. OBLIGATIONS OF REDEVELOPER

Section 3.01B Construction of TIF Project; Insurance.

Redeveloper will complete the TIF Project, demolish structures on the site, prepare the site for redevelopment and install all infrastructure, improvements, lift stations, street lighting, building rehabilitation, fixtures, equipment and furnishings necessary to operate the TIF Project. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the TIF Project. Until construction of the TIF Project has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the Authority, but not more than quarterly, as to the actual progress of Redeveloper with respect to construction of the TIF Project. Such reports shall include actual expenditures incurred as described on Exhibit F. Promptly after completion by the Redeveloper of the TIF Project, the Redeveloper shall furnish to the Authority a Certificate of Completion (supported by such architect's or engineer's certificates as are required under the terms of the contract documents).

Section 3.02B Cost Certification & Disbursement of TIF Bond Proceeds.

Proceeds of the TIF Bond may be advanced and disbursed in the manner set forth below:

(a) There shall be submitted to the Authority (1) a TIF Project Cost Certification; and, (2) a grant disbursement request (the “TIF Disbursement Request”), executed by the City’s Clerk and an authorized representative of the Redeveloper, (i) certifying that a portion of the TIF Project has been substantially completed and (ii) certifying the actual costs incurred by the Redeveloper in the completion of such portion of the TIF Project.

(b) If the costs requested for reimbursement under the TIF Disbursement Request are currently reimbursable under Exhibit F of this Redevelopment Contract and the Community

Redevelopment Law, the Authority shall evidence such allocation in writing and inform the owner of the TIF Bond of any amounts allocated to the TIF Bond.

(c) Upon notification from the Authority as described in Section 3.02B (b), deposits to the accounts in the TIF Project Fund may be made from time to time from funds received by the Authority from the owner of the TIF Bond (if other than the Redeveloper) in the amounts necessary to pay amounts requested in properly completed, signed and approved written TIF Disbursement Requests as described herein. Such amounts shall be proceeds of the TIF Bond and the Treasurer of the Authority shall inform the Registrar (as defined in the Bond Resolution) in writing of the date and amount of such deposits. At the option of the Redeveloper, if the Redeveloper is the owner of the TIF Bond, the Authority shall make a grant to Redeveloper in the amount of the approved TIF Disbursement Request; in such event, the approved TIF Disbursement Request amount shall offset funding of the TIF Bond. The Registrar shall keep and maintain a record of the amounts deposited into the TIF Project Fund from TIF Bond proceeds pursuant to the terms of this Resolution as "Principal Amount Advanced" and shall enter the aggregate principal amount then Outstanding as the "Cumulative Outstanding Principal Amount" on its records maintained for the TIF Bond. The aggregate amount deposited into the TIF Project Fund from proceeds of the TIF Bond shall not exceed \$5,600,000.00.

ARTICLE IV

THE PARTIES OBLIGATIONS RELATING TO OCCUPATION TAX REVENUE BONDS

Section 4.01 Enhanced Employment Act Area.

The Authority hereby designates the Enhanced Employment Act Area shown on Exhibit B as an enhanced employment area eligible for the imposition of an occupation tax pursuant to the Enhanced Employment Act. New investment within the Enhanced Employment Act Area will result in at least fifteen (15) new employees and new investment of at least one million dollars (\$1,000,000.00), pursuant to Section 18-2116 of the Nebraska Revised Statutes. (Note: Hall County 2010 Census shows a population of 53,534) The Enhanced Employment Act Area does not exceed six hundred acres.

Section 4.02 Occupation Tax.

The City agrees to levy a general business occupation tax upon all businesses within the Enhanced Employment Act Area for the purpose of paying all or any part of the costs of the Enhanced Employment Act Project Costs within such Enhanced Employment Act Area during the Enhanced Employment Act Period. Beginning on October 1, 2015, and in each calendar month thereafter, there is hereby imposed an occupation tax upon each and every person operating a business within the Enhanced Employment Act Area. The amount of such tax shall be one percent (1.00%) of all transactions which the State of Nebraska is authorized to impose a tax as allowed by the Nebraska Local Option Revenue Act for each calendar month derived from the businesses subject to this tax as more particularly described in the Occupation Tax Ordinance.

Section 4.03 Issuance of Enhanced Employment Act Indebtedness.

As soon as is practicable following the Agreement Date of this Agreement, the Bond Resolution, and the Occupation Tax Ordinance, and as set forth in this Agreement, the Authority shall issue its Enhanced Employment Act Indebtedness in the estimated amount not to exceed Four Million Dollars (\$4,000,000.00), and a term that is not to exceed twenty years, that is payable during the Enhanced Employment Act Period. The Enhanced Employment Act Indebtedness shall be purchased by the Redeveloper, or its affiliate ("Occupation Tax Revenue Bond Purchaser") and the Authority, or a depository agreed to by the Authority and Occupation Tax Revenue Bond Purchaser shall receive the Enhanced Employment Act Bond Proceeds to be deposited into an Authority fund account or a depository fund account agreed to by the Authority and Occupation Tax Revenue Bond Purchaser ("Authority Enhanced Employment Act Project Account") and expended in the priority set forth in Section 4.06 (Use of Enhanced Employment Act Proceeds) below. The Enhanced Employment Act Indebtedness shall specifically provide that any shortfall in anticipated Enhanced Employment Act Tax Revenues from the businesses within the Enhanced Employment Act Area for any reason whatsoever, specifically including a decline in taxable receipts within the Enhanced Employment Act Area or termination of the Enhanced Employment Act Period, shall be borne entirely by the Occupation Tax Revenue Bond Purchaser without recourse of any kind against the City or Authority. The City Administrator on behalf of the City and Authority shall have the authority to determine all the other necessary and reasonable details and mechanics of the Enhanced Employment Act Indebtedness, Enhanced Employment Act Tax Revenues, City Enhanced Employment Act Project Account and the grant of funds for the eligible Enhanced Employment Act Costs.

Section 4.04 Enhanced Employment Act Tax Revenues.

The City intends to impose this occupation tax authorized by the Enhanced Employment Act to generate the Enhanced Employment Act Tax Revenues to be derived from the occupation taxes of the businesses located within the Enhanced Employment Act Area as determined in the manner provided for in the Community Development Law. The City and Authority shall work with the Nebraska Department of Revenue, if necessary, to facilitate the operation of the occupation tax and to secure the Occupation Tax Revenue Bond Purchaser receipt of the Enhanced Employment Act Tax Revenues from such occupation tax.

Section 4.05 Grant of Funds.

In order to support redevelopment of the Enhanced Employment Act Area and as an inducement for the Redeveloper to construct the Enhanced Employment Act Project, the Authority agrees, to the extent allowed by law and then only to the extent Enhanced Employment Act Proceeds are lawfully available from the issuance of the Enhanced Employment Act Indebtedness, to make a grant or grants to Occupation Tax Revenue Bond Purchaser up to the total amount of the Enhanced Employment Act Proceeds less the Authority's Issuance Costs to issue the Enhanced Employment Act Indebtedness ("Grant Funds"), and to reimburse Occupation Tax Revenue Bond Purchaser for the cost of the priority items identified in Section 4.06 (Use of Enhanced Employment Act Proceeds) below, provided that only costs incurred after

the Agreement Date shall be eligible for payment. The grants are restricted and earmarked for the funding of the eligible Enhanced Employment Act Project Costs as described herein and the Occupation Tax Revenue Bond Purchaser does not have discretionary judgment over the applications of said Grant Funds.

Notwithstanding the foregoing, the aggregate amount of the Enhanced Employment Act Indebtedness and the grant shall not exceed the amount of Enhanced Employment Act Project Costs as certified pursuant to Section 4.06 of this Redevelopment Contract. Such grant shall be made to the Occupation Tax Revenue Bond Purchaser upon certification of Enhanced Employment Act Project Costs as set forth herein and in the Resolution, and purchase of the Enhanced Employment Act Indebtedness as provided in Section 4.03, unless Occupation Tax Revenue Bond Purchaser elects to offset the payment of the purchase of the Enhanced Employment Act Indebtedness with the grant proceeds as provided herein and in the Resolution. The Authority shall have no obligation to provide grant funds from any source other than as set forth in the Resolution and this Redevelopment Contract.

Section 4.06 Cost Certification & Disbursement of Enhanced Employment Act Occupation Tax Revenue Bond Proceeds.

Proceeds of the Occupation Tax Revenue Bond may be advanced and disbursed in the manner set forth below:

(a) There shall be submitted to the Authority (1) an Enhanced Employment Act Project Cost Certification; and, (2) a grant disbursement request (the "EEA Disbursement Request"), executed by the City's Clerk and an authorized representative of the Occupation Tax Revenue Bond Purchaser, (i) certifying that a portion of the Enhanced Employment Act Project has been substantially completed and (ii) certifying the actual costs incurred by the Redeveloper in the completion of such portion of the Enhanced Employment Act Project.

(b) If the costs requested for reimbursement under the EEA Disbursement Request are currently reimbursable under Exhibit I of this Redevelopment Contract and the Community Redevelopment Law, the Authority shall evidence such allocation in writing and inform the owner of the Occupation Tax Revenue Bond of any amounts allocated to the Occupation Tax Revenue Bond.

(c) Upon notification from the Authority as described in Section 4.06(b), deposits to the accounts in the Authority Enhanced Employment Act Project Account may be made from time to time from funds received by the Authority from the owner of the Occupation Tax Revenue Bond (if other than the Redeveloper) in the amounts necessary to pay amounts requested in properly completed, signed and approved written EEA Disbursement Requests as described herein. Such amounts shall be proceeds of the Occupation Tax Revenue Bond and the Treasurer of the Authority shall inform the Registrar (as defined in the Bond Resolution) in writing of the date and amount of such deposits. At the option of the Occupation Tax Revenue Bond Purchaser, the Authority shall make a grant to Occupation Tax Revenue Bond Purchaser in the amount of the approved EEA Disbursement Request; in such event, the approved EEA Disbursement Request amount shall offset funding of the Occupation Tax Revenue Bond. The Registrar shall keep and maintain a record of

the amounts deposited into the Authority Enhanced Employment Act Project Account from Occupation Tax Revenue Bond proceeds pursuant to the terms of this Resolution as “Principal Amount Advanced” and shall enter the aggregate principal amount then Outstanding as the “Cumulative Outstanding Principal Amount” on its records maintained for the Occupation Tax Revenue Bond. The aggregate amount deposited into the Authority Enhanced Employment Act Project Account from proceeds of the Occupation Tax Revenue Bond shall not exceed \$4,000,000.00.

The Enhanced Employment Act Proceeds deposited into the Authority Enhanced Employment Act Project Account shall be expended in the following priority:

i. FIRST PRIORITY: Reimburse the Authority and Redeveloper for the Issuance Costs related to issuing the Enhanced Employment Act Indebtedness; and

iv. SECOND PRIORITY: Reimburse Occupation Tax Revenue Bond Purchaser for costs of the eligible Enhanced Employment Act Project Costs subject to the provisions of this Redevelopment Contract. It is understood and agreed that the Authority shall and hereby is obligated in any year after substantial completion of the Enhance Employment Act Project and for each and every succeeding year thereafter during the Enhanced Employment Act Period, to the extent allowed by law, and then only to the extent funds are lawfully available from occupation taxes related to the Enhanced Employment Act Area and not otherwise obligated in this Agreement for debt service or otherwise, reimburse the Occupation Tax Revenue Bond Purchaser for the Occupation Tax Revenue Bond Purchaser’s costs for eligible and lawful Enhanced Employment Act Project Costs subject to the provisions of this Redevelopment Contract.

In the event the Enhanced Employment Act Proceeds are insufficient to fund any or all of the Priority item(s) as shown above, then such costs and expense shall be borne entirely by the Redeveloper without recourse of any kind against the City and/or Authority. Any ineligible use of the Grant Funds shall immediately be repaid by Redeveloper to the Authority.

Section 4.07 Debt Service for Enhanced Employment Act Indebtedness.

The Authority shall, to the extent allowed by law, and then only to the extent funds are lawfully available from Enhanced Employment Act Tax Revenues, pay the debt service on the Enhanced Employment Act Indebtedness with interest at a rate per annum not to exceed three and one-half percent (3.5%) compounded semi-annually. Any debt service on the Enhanced Employment Act Indebtedness (including interest) to be paid from Enhanced Employment Act Tax Revenues shall not constitute a general obligation or debt of the City or Authority. Any excess Enhanced Employment Act Tax Revenues shall be held, invested and expended by the City for priorities described above in Section 4.06 (Use of Enhanced Employment Act Proceeds). Any such occupation tax shall remain in effect during the Enhanced Employment Act Period.

Section 4.08 Deficiency in Enhanced Employment Act Tax Revenues.

If the Redeveloper purchases the Enhanced Employment Act Indebtedness, any shortfall in anticipated Enhanced Employment Act Tax Revenues for any reason whatsoever, specifically including a decline in taxable receipts within the Enhanced Employment Act Area shall be borne entirely by the Redeveloper without recourse of any kind against the City and/or Authority. To the extent of any deficiency in Enhanced Employment Act Tax Revenues from the occupation tax for required debt service on the Enhanced Employment Act Indebtedness during the Enhanced Employment Act Period, the Redeveloper as purchaser of the Occupation Tax Revenue Bond agrees to defer payment of the same for each year that there exists a deficiency. If Redeveloper is required to defer any such payments, the Authority shall reimburse all sums deferred plus interest (at the same interest rate of the then outstanding Occupation Tax Revenue Bond) if and when Enhanced Employment Act Tax Revenues do become available from the occupation taxes of the businesses located within the Enhanced Employment Act Area to meet current debt service and reimburse Redeveloper for such deferred payments. In the event the Enhanced Employment Act Indebtedness for the Enhanced Employment Act Area are not retired in full at the end of the Enhanced Employment Act Period, any remaining Enhanced Employment Act Indebtedness shall be forgiven. In the event that any deficiency payments made by the Redeveloper as required by this subsection or any interest that has accrued thereon have not been repaid at the end of the Enhanced Employment Act Period, Redeveloper agrees that neither the City or Authority shall not be liable for payment of said amounts and that said amounts shall be forgiven.

Section 4.09 Duty to Maintain.

During the Enhanced Employment Act Period, Redeveloper, at its cost, subject to reimbursement for Enhanced Employment Act Project Costs from any available Enhanced Employment Act Proceeds as described herein, shall, following construction of the Enhanced Employment Act Project (a) maintain the same in good order and condition and state of repair in accordance with the prevailing standards from time to time for retail developments and improvements of similar size, kind and quality in Grand Island, Nebraska, and (b) maintain the related grounds in a safe and sanitary condition including, but not limited to, sweeping and removal of trash, litter and refuse, repair and replacement of paving as reasonably necessary, maintenance of landscaped areas (including replacement and replanting), removal of snow and ice from sidewalks, driveways, parking areas, and private roadways, in order to keep the same free from dilapidation or deterioration and free from conditions which endanger life or property by fire or other causes. In addition, the Redeveloper's duty to maintain the Enhanced Employment Act Project on the Enhanced Employment Act Area during the Enhanced Employment Act Period shall include the following:

- i. The standard of maintenance for the Enhanced Employment Act Area shall be comparable to the standards of maintenance, repair and replacement followed in other good quality retail developments in Grand Island, Nebraska.

- ii. Maintaining, repairing and replacing all paved surfaces of the Enhanced Employment Act Area in a reasonably smooth and evenly covered condition, which maintenance work shall include, without limitation, cleaning, sweeping, restriping, repairing and resurfacing any paved surfaces as reasonably necessary.

- iii. Removing of all filth, paper and refuse to the extent necessary to keep the Enhanced Employment Act Area in a clean and orderly condition.

iv. Placing, keeping in repair and replacing when reasonably necessary any appropriate directional signs, markers and lines.

v. Keeping in repair and replacing when reasonably necessary such lighting facilities as may be installed on the Enhanced Employment Act Area.

vi. Maintaining all finished landscaped areas, repairing irrigation systems and water lines, and replacing shrubs and other finished landscaping as reasonably necessary; provided, however, that nothing in this Agreement shall obligate the Redeveloper to landscape any portion of an unimproved real estate prior to the date it is improved.

vii. Cleaning, maintaining and repairing of all sidewalks.

viii. Maintaining in good and safe condition and state of repair any building exterior improvements located thereon.

Section 4.10 Reimbursement of Grants.

Redeveloper agrees to repay the Authority the grant or grants of funds as provided for in Section 4.05 above in the event Redeveloper fails to obtain the general Certificate of Occupancy for the Enhanced Employment Act Project within one hundred and eighty (180) days after the date as shown in the Timeline as such date may be extended for delays as set forth in Section 7.04, and upon such repayment of the grant funds, this Agreement shall be null and void in regards to the Redeveloper and the Enhanced Employment Act Area and the improvements located thereon. In the event the Redeveloper fails to maintain the Redeveloper's Enhanced Employment Act Project as provided in Section 4.09 above, and the Redeveloper fails to cure such breach within thirty (30) days after receiving written notice specifying the manner in which the Redeveloper has breached this Agreement from the Authority, or such longer period if such deficiency cannot reasonably be cured within such thirty (30) day period, then such duty to maintain shall be considered a violation of the City of Grand Island Property Maintenance Code, and the City and/or Authority shall have the right to enforce Redeveloper's duty to maintain as provided in the City of Grand Island Code, or by any other means provided by law.

Section 4.11 Agreement to Pay Taxes.

Redeveloper agrees to use commercially reasonable efforts to require its tenants located within the Enhanced Employment Act Area to pay all occupation taxes levied upon the Enhanced Employment Act Area and improvements thereon prior to the time the taxes become delinquent. Redeveloper shall include this requirement in all tenant leases of space located within the Enhanced Employment Act Area. This contractual obligation to pay such taxes prior to delinquency shall cease upon expiration of the Enhanced Employment Act Period or so long as the Occupation Tax Revenue Bond remains outstanding whichever period of time is shorter.

Section 4.12 City and Authority Not Liable for Deficiency.

Any debt service on the Enhanced Employment Act Indebtedness (including interest) to be paid from Enhanced Employment Act Tax Revenues shall not constitute a general obligation or debt of the City or Authority. Neither the City nor Authority shall be liable for any deficiency nor shortfall in the anticipated collection of the occupation tax revenue collected in the Enhanced Employment Act Area.

Section 4.13 Insurance Damage or Destruction of the Enhanced Employment Act Project.

During the Enhanced Employment Act Period, Redeveloper shall include by restrictive covenant an enforceable obligation on the Redeveloper or other owner or tenant in possession to maintain property insurance on an extended coverage all-risk basis in an amount not less than the replacement value of the Enhanced Employment Act Project, allowing for reasonable coinsurance clauses and deductibles and also subject to the Redeveloper or other owner or tenant's obligation to restore the Enhanced Employment Act Project to its prior condition within fifteen (15) months from the date of the damage or destruction, diligently pursuing the same to completion.

Section 4.14 Termination.

Notwithstanding any contrary provision, the occupation tax upon the businesses within the Enhanced Employment Act Area shall cease upon expiration of the Enhanced Employment Act Period or full repayment of the Enhanced Employment Act Indebtedness, whichever period of time is shorter. The provisions of Section 4.1 through 4.13 of this Agreement shall terminate for the Enhanced Employment Act Area upon expiration of the Enhanced Employment Act Period or full repayment of the Enhanced Employment Act Indebtedness, whichever period of time is shorter.

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

Redeveloper shall pay all costs related to the redevelopment of the Redevelopment Project Area, the Redevelopment Project Property, and Enhanced Employment Act Area which are in excess of the amounts paid from the proceeds of the grant provided from the proceeds of the TIF Indebtedness and Enhanced Employment Act Proceeds and granted to Redeveloper. Redeveloper shall timely pay all costs, expenses, fees, charges and other amounts associated with the Project.

ARTICLE VI

RESTRICTIONS AND CONSENT

Section 6.01 Relocation.

Redeveloper, at its cost, shall be responsible to pay any required tenant relocation costs as required by any federal, state or local relocation laws, including but not limited to, the Nebraska Relocation Assistance Act (Neb. Rev. Stat. Section 76-12114 et seq.) (collectively "Relocation

Laws”), in order to implement the Master Project within the Redevelopment Project Area and the Enhanced Employment Act Area.

Section 6.02 Consent.

Redeveloper hereby covenants and consents with respect to the designation of the property set forth in Exhibit B, and incorporated herein by this reference, as an enhanced employment area pursuant to Section 18-2119 of the Enhanced Employment Act and as a redevelopment project under the Act, and such covenant and consent shall be binding upon all future owners of the Enhanced Employment Act Area.

ARTICLE VII

DEFAULT, REMEDIES; INDEMNIFICATION

Section 7.01 General Remedies of Authority and Redeveloper.

Subject to the further provisions of this Article VII, in the event of any failure to perform or breach of this Redevelopment Contract or any of its terms or conditions, by any party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Contract shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Contract, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations. The Redeveloper hereby acknowledges and agrees that the Authority shall have completed its required performances and satisfied all of its obligations under this Redevelopment Contract upon the issuance of the TIF Indebtedness and Enhanced Employment Act Indebtedness and the subsequent payment of grant amounts to the Redeveloper as set forth in this Agreement.

Section 7.02 Additional Remedies of Authority.

In the event that (each such event an "event of default"):

(a) the Redeveloper, or its successor in interest, shall fail to commence the construction of the improvements included in the TIF Project Costs and/or Enhanced Employment Act Project Costs on or before June 1, 2015, or shall not have obtained the General Certificate of Occupancy for the Enhanced Employment Act Project and abandoned construction work related to the aforementioned costs, once commenced, for any period of 180 days, excepting delays caused by inclement weather, or forced delay as set forth in Section 7.04; and

(b) the Redeveloper, or its successor in interest, shall fail to pay real estate taxes or assessments on the Redevelopment Project Property owned by the Redeveloper or any part thereof when due and delinquent, and such failure has not been cured within 30 days following written notice from Authority, then the Redeveloper shall be in default of this Redevelopment Contract.

In the event of such failure to perform, breach or default occurs and is not cured in the period herein provided, the parties agree that the damages caused to the Authority would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the grant to Redeveloper pursuant to Section 3.04A and 4.05 of this Redevelopment Contract, less any reductions in the principal amount of the TIF Indebtedness and Enhanced Employment Act Indebtedness, plus interest on such amounts as provided herein (the "**Liquidated Damages Amount**"). Upon the occurrence of an event of default, the Liquidated Damages Amount shall be applied as a reduction to the outstanding principal amount of the Bond.

Payment of the Liquidated Damages Amount shall not relieve Redeveloper of its obligation to pay real estate taxes, or assessments with respect to the Redevelopment Project Property, the Project, and the Enhanced Employment Act Area.

The Redeveloper shall be required to purchase and maintain property insurance upon the Master Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage and shall include 'All Risk' insurance for physical loss or damage. The Redeveloper shall furnish the Authority and the City with a Certificate of Insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the Authority prior written notice in the event of cancellation of or material change in any of the policies. In addition, before commencing any work, the Redeveloper shall provide a penal bond in the amount of \$25,000.00 with good and sufficient surety to be approved by the Authority, conditioned that the Redeveloper shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing to any contractor or his or her subcontractors (for each contract entered into by Redeveloper related to TIF Project Costs and Enhanced Employment Act Costs) with labor or materials performed or used in the prosecution of the work provided for in such contract, and will indemnify and save harmless the Authority to the extent of any payments in connection with the carrying out of such contracts which the Authority may be required to make under the law.

Section 7.03 Remedies in the Event of Other Redeveloper Defaults.

In the event the Redeveloper fails to perform any other provisions of this Redevelopment Contract (other than those specific provisions contained in Section 7.02), the Redeveloper shall be in default. In such an instance, the Authority may seek to enforce the terms of this Redevelopment Contract or exercise any other remedies that may be provided in this Redevelopment Contract or by applicable law; provided, however, that any defaults covered by this Section shall not give rise to a right of rescission on termination of this Redevelopment Contract, and shall not be covered by the Liquidated Damages Amount.

Section 7.04 Forced Delay Beyond Party's Control.

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

Section 7.05 Limitations of Liability; Indemnification.

Notwithstanding anything in this Article VII or this Redevelopment Contract to the contrary, neither the City, the Authority, nor their respective elected officials, officers, directors, appointed officials, employees, agents nor their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. The sole obligation of the Authority under this Redevelopment Contract shall be the issuance of the TIF Indebtedness and Enhanced Employment Act Indebtedness and granting of a portion of the proceeds thereof to Redeveloper, and full compliance with the terms specifically set forth in this Agreement and payment of TIF Revenues and Enhanced Employment Act Revenues pledged pursuant to the Resolution. The Redeveloper releases the City and Authority from, agrees that neither the City nor Authority shall be liable for, and agrees to indemnify and hold the City and Authority harmless from any liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Master Project.

Redeveloper agrees to indemnify and hold City and Authority harmless to the extent of any payments in connection with carrying out completion of the Enhanced Employment Act Project the City may make, for failure of Redeveloper to make payments of all amounts lawfully due to all persons, firms, or organizations who performed labor or furnished materials, equipment, or supplies used in construction of the Enhanced Employment Act Project.

Redeveloper agrees to indemnify and hold City and Authority harmless for failure of Redeveloper to make payments of all amounts lawfully due to all persons, firms, or organizations under the Relocation Laws in connection with or implementation of the Master Project within the

Redevelopment Project Area and the Enhanced Employment Act Area. This Section survives any termination of this Agreement.

The Redeveloper will indemnify and hold each of the City and Authority and their respective elected officials, directors, officers, appointed officials, agents, employees and members of their governing bodies free and harmless from any loss, claim, damage, demand, tax, penalty, liability, disbursement, expense, excluding litigation expenses, attorneys' fees and expenses, or court costs arising out of any damage or injury, actual or claimed, of whatsoever kind or character, to property (including loss of use thereof) or persons, occurring or allegedly occurring in, on or about that portion of the Master Project owned by the Redeveloper, during the term of this Redevelopment Contract or arising out of any action or inaction of Redeveloper, related to activities of the Redeveloper or its agents during the construction of the public infrastructure or public right of ways in the Master Project. The City and Authority do not waive their governmental immunity by entering into this Agreement and fully retain all immunities and defenses provided by law.

ARTICLE VIII

MISCELLANEOUS

Section 8.01 Notice Recording.

This Redevelopment Contract or a notice memorandum of this Redevelopment Contract may be recorded in the office of the Register of Deeds of Hall County, Nebraska.

Section 8.02 Governing Law.

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

Section 8.03 Assignment or Conveyance.

This Redevelopment Contract shall not be assigned by the Redeveloper without the written consent of the Authority. Such consent shall not be unreasonably withheld, conditioned or delayed. Redeveloper agrees that it shall not convey any Lot or any portion thereof or any structures thereon to any person or entity that would be exempt from payment of real estate taxes, and that it will not make application for any structure, or any portion thereof, to be taxed separately from the underlying land of any Lot.

Section 8.04 Binding Effect: Amendment.

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

Section 8.05 Effective Date and Implementation of Redevelopment Contract.

This Agreement is in full force and effect from and after the date of execution hereof by both the Redeveloper and the Authority.

Section 8.06 Notices to Parties.

Notices to Parties shall be mailed by certified U. S. Mail, return receipt requested, postage prepaid, to the following addresses:

To Redeveloper:
Grand Island Joint Venture, LLC
Attention: Michael H. Staenberg
2127 Innerbelt Business Center Drive
Suite 310
St. Louis, MO 63114

With Copies to:

Grand Island Joint Venture, LLC
Attention: General Counsel
2127 Innerbelt Business Center Drive
Suite 310
St. Louis, MO 63114

and

Mark L. Brasee
Fraser Stryker PC LLO
500 Energy Plaza
409 South 17th Street
Omaha, NE 68102

And

To Authority and City:
Grand Island City Clerk
100 E. 1st Street
Grand Island, NE
68801

With Copy to:
Michael L. Bacon
Bacon & Vinton Attorneys
P.O. Box 208
Gothenburg, NE 69138

[The remainder of this page is intentionally left blank.]

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

ATTEST:

Secretary

COMMUNITY DEVELOPMENT
AUTHORITY OF THE CITY OF
GRAND ISLAND, NEBRASKA

By: _____
Chairman

ATTEST:

Clerk

THE CITY OF
GRAND ISLAND, NEBRASKA

By: _____
Mayor

GRAND ISLAND JOINT VENTURE, LLC

By: TSG Grand Island Investors, LLC, Manager

By: _____
Michael H. Staenberg
Manager

STATE OF NEBRASKA)
) SS
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this _____ day of 2014, by _____ and _____, Chairman and Secretary, respectively, of the Community Redevelopment Authority of the City of Grand Island, Nebraska, on behalf of the Authority.

Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this _____ day of 2014, by _____ and _____, Mayor and Clerk, respectively, of the City of Grand Island, Nebraska, on behalf of the City.

Notary Public

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Michael H. Staenberg, the Manager of TSG Grand Island Investors, LLC, a Missouri limited liability company, the Manager of Grand Island Joint Venture, LLC, on behalf of the limited liability company.

Notary Public

EXHIBIT A

DESCRIPTION OF REDEVELOPMENT PROJECT AREA

- Lot 10 of Grand Island Mall Eighth Subdivision and Lot 2 of the Grand Island Mall Fifteenth Subdivision in the City of Grand Island, Hall County, Nebraska. It is anticipated that these will be replatted to facilitate the Master Project.

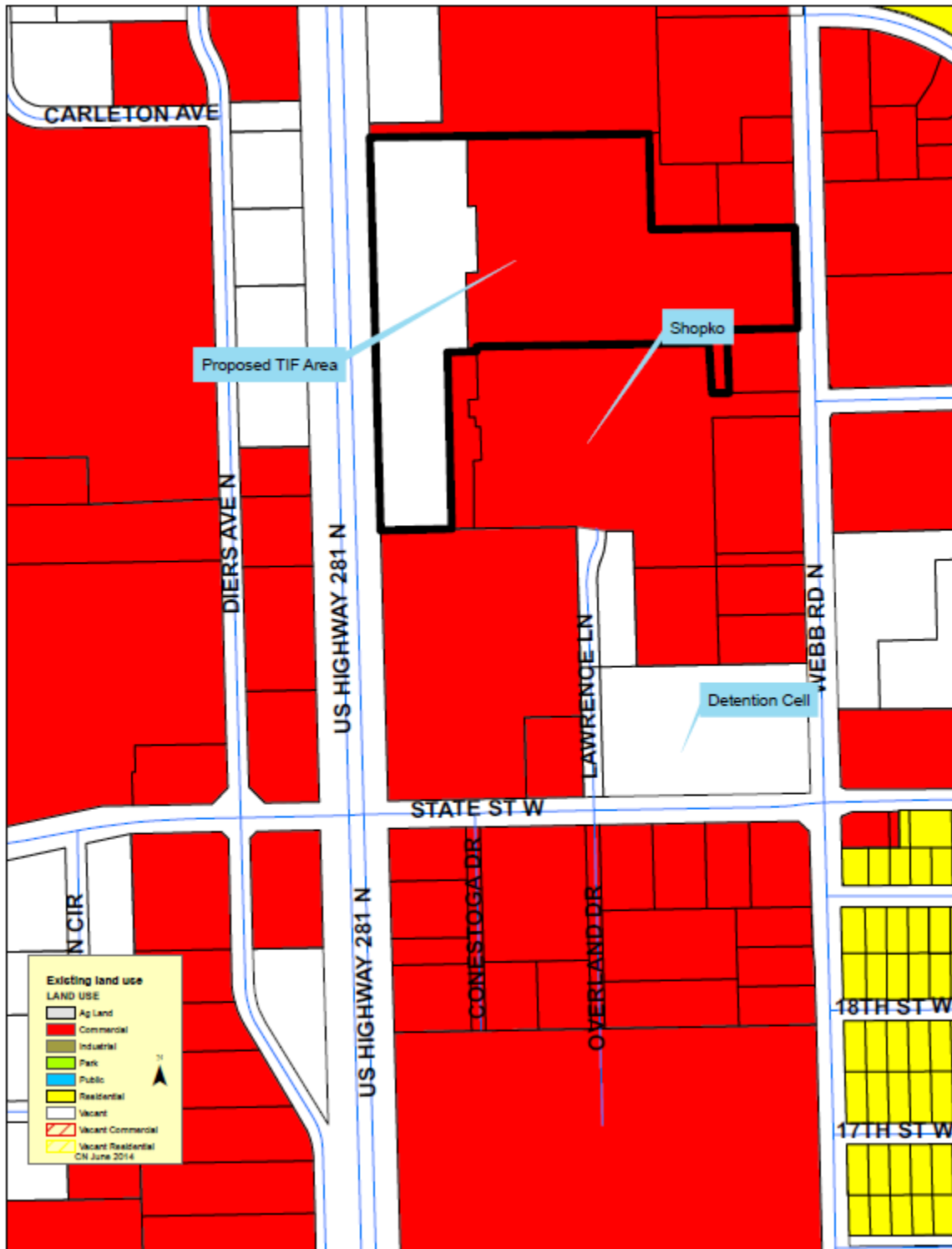


EXHIBIT B

DESCRIPTION OF ENHANCED EMPLOYMENT AREA

A tract of land comprising all of Lot Ten (10), Grand Island Mall Eighth Subdivision and all of Lot Two (2), Grand Island Mall Fifteenth Subdivision, all in the City of Grand Island, Hall County, Nebraska, and containing 16.428 acres more or less, EXCEPTING THEREFROM

A tract of land comprising a part of Lot Ten (10), Grand Island Mall Eighth Subdivision and a part of Lot Two (2), Grand Island Mall Fifteenth Subdivision, all in the City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

Beginning at the northwest corner of said Lot Ten (10); thence running easterly on the north line of said Lots Ten (10), on an Assumed Bearing of N89°47'33"E, a distance of Two Hundred Thirty Five (235.00) feet, to the Actual Point of Beginning; thence continuing N89°47'33"E, on the north line of said Lot Ten (10) and said Lot Two (2), a distance of Two Hundred Fifty Three and Fifty Hundredths (253.50) feet; thence running S00°12'27"E, a distance of Two Hundred Six (206.00) feet; thence running S89°47'33"W, a distance of Two Hundred Fifty Three and Fifty Hundredths (253.50) feet; thence running N00°12'27"W, a distance of Two Hundred Six (206.00) feet, to the Actual Point Of Beginning and containing 1.672 acres more or less. Net 14.756 acres more or less.

EXHIBIT C
REDEVELOPMENT PLAN

EXHIBIT D

(FORM OF TIF INDEBTEDNESS BOND)

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS, AND THIS BOND MAY NOT BE TRANSFERRED UNLESS THE PROPOSED ASSIGNEE HAS OBTAINED AND PROVIDED TO THE AUTHORITY, PRIOR TO SUCH TRANSFER AND ASSIGNMENT, AN INVESTOR'S LETTER IN FORM AND SUBSTANCE SATISFACTORY TO THE AUTHORITY EVIDENCING THE COMPLIANCE WITH THE PROVISIONS OF ALL FEDERAL AND STATE SECURITIES LAWS AND CONTAINING SUCH OTHER REPRESENTATIONS AS THE AUTHORITY MAY REQUIRE.

THIS BOND MAY BE TRANSFERRED ONLY IN THE MANNER AND ON THE TERMS AND CONDITIONS AND SUBJECT TO THE RESTRICTIONS STATED IN RESOLUTION NO. _____ OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA.

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF HALL

COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF GRAND ISLAND, NEBRASKA

TAX INCREMENT DEVELOPMENT REVENUE BOND
(GRAND ISLAND NORTHWEST COMMONS PROJECT), SERIES 201_

No. R-1 \$_____.00

Date of
Original Issue

Date of
Maturity

Rate of
Interest

December 31, 2030

_.00%

REGISTERED OWNER:

PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THE BOND SET FORTH ON THE FOLLOWING PAGES, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

IN WITNESS WHEREOF, THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA has caused this Bond to

be signed by the manual signature of the Chairman of the Community Redevelopment Authority of the City of Grand Island, countersigned by the manual signature of the Secretary of the Community Redevelopment Authority of the City of Grand Island, and the City's corporate seal imprinted hereon.

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

[S E A L]

By: _____ (manual signature)
Chairman

By: _____ (manual signature)
Secretary

The **COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA** (the “**Authority**”) acknowledges itself indebted to, and for value received hereby promises to pay, but solely from certain specified tax revenues and other funds hereinafter specified, to the Registered Owner named above, or registered assigns, on the Date of Maturity stated above (or earlier as hereinafter referred to), the Principal Amount on Schedule 1 attached hereto upon presentation and surrender hereof at the office of the registrar and paying agent herefor, the Treasurer of the City of Grand Island, Nebraska (the “**Registrar**”), and in like manner to pay interest on the Cumulative Outstanding Principal Amount reflected in **Schedule 1** at the Rate of Interest stated above, calculated on the basis of a 360-day year consisting of twelve, 30-day months, from the Date of Original Issue stated above, or the most recent interest payment date to which interest has been paid or duly provided for, as specified below, to maturity or earlier redemption, payable semiannually on May 1 and November 1 of each year until payment in full of such Principal Amount, beginning _____, 201_, by check or draft mailed to the Registered Owner hereof as shown on the bond registration books maintained by the Registrar on the 15th day of the month preceding the month in which the applicable interest payment date occurs, at such Owner's address as it appears on such bond registration books. The principal of this Bond and the interest hereon are payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

This Bond is issued by the Authority under the authority of and in full compliance with the Constitution and statutes of the State of Nebraska, including particularly Article VIII, Section 12 of the Nebraska Constitution, Sections 18-2101 to 18-2153, inclusive, Reissue Revised Statutes of Nebraska, as amended, and under and pursuant to Resolution No. _____ duly passed and adopted by the Authority on _____, 201_, as from time to time amended and supplemented (the “**Resolution**”).

THE PRINCIPAL AMOUNT OF THIS BOND IS SET FORTH IN SCHEDULE 1 ATTACHED HERETO. THE MAXIMUM PRINCIPAL AMOUNT OF THIS BOND IS \$_____.

IN THE EVENT OF CERTAIN EVENTS OF DEFAULT BY THE REDEVELOPER (AS DEFINED IN THE RESOLUTION), UNDER SECTION 7.02 OF THE REDEVELOPMENT CONTRACT (AS DEFINED IN THE RESOLUTION), THE PRINCIPAL AMOUNT OF THIS BOND SHALL BE OFFSET AND REDUCED BY THE AMOUNT OF ANY GRANT BY THE AUTHORITY TO THE REDEVELOPER OF PROCEEDS OF THIS BOND, AS PROVIDED IN THE REDEVELOPMENT CONTRACT.

This Bond is a special limited obligation of the Authority payable as to principal and interest solely from and is secured solely by the TIF Revenues (as defined in the Resolution) and certain other money, funds and securities pledged under the Resolution, all on the terms and conditions set forth in the Resolution. The TIF Revenues represents that portion of ad valorem taxes levied by public bodies of the State of Nebraska, including the City, on real property in the Redevelopment Project Area (as defined in this Resolution) which is in excess of that portion of such ad valorem taxes produced by the levy at the rate fixed each year by or for each such public body upon the valuation of the Redevelopment Project Area as of a certain date and as has been certified by the County Assessor of Hall County, Nebraska to the City in accordance with law.

Reference is hereby made to the Resolution for the provisions, among others, with respect to the collection and disposition of certain tax and other revenues, the special funds charged with and pledged to the payment of the principal of and interest on this Bond, the nature and extent of the security thereby created, the terms and conditions under which this Bond has been issued, the rights and remedies of the Registered Owner of this Bond, and the rights, duties, immunities and obligations of the City and the Authority. By the acceptance of this Bond, the Registered Owner assents to all of the provisions of the Resolution.

The principal of and interest hereon shall not be payable from the general funds of the City nor the Authority nor shall this Bond constitute a legal or equitable pledge, charge, lien, security interest or encumbrance upon any of the property or upon any of the income, receipts, or money and securities of the City or the Authority or of any other party other than those specifically pledged under the Resolution. This Bond is not a debt of the City or the Authority within the meaning of any constitutional, statutory or charter limitation upon the creation of general obligation indebtedness of the City or the Authority, and does not impose any general liability upon the City or the Authority and neither the City nor the Authority shall be liable for the payment hereof out of any funds of the City or the Authority other than the Revenues and other funds pledged under the Resolution, which Revenues and other funds have been and hereby are pledged to the punctual payment of the principal of and interest on this Bond in accordance with the provisions of this Resolution.

The Registered Owner may from time to time enter the respective amounts advanced pursuant to the terms of the Resolution under the column headed "Principal Amount Advanced" on **Schedule 1** hereto (the "**Table**") and may enter the aggregate principal amount of this Bond then

outstanding under the column headed "Cumulative Outstanding Principal Amount" on the Table. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Registered Owner pursuant to the redemption provisions of the Resolution, the Registered Owner may enter the principal amount paid on this Bond under the column headed "Principal Amount Redeemed" on the Table and may enter the then outstanding principal amount of this Bond under the column headed "Cumulative Outstanding Principal Amount" on the Table. Notwithstanding the foregoing, the records maintained by the Trustee as to the principal amount issued and principal amounts paid on this Bond shall be the official records of the Cumulative Outstanding Principal Amount of this Bond for all purposes.

Reference is hereby made to the Resolution, a copy of which is on file in the office of the City Clerk, and to all of the provisions of which each Owner of this Bond by its acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for this Bond; the Revenue and other money and securities pledged to the payment of the principal of and interest on this Bond; the nature and extent and manner of enforcement of the pledge; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Owner of this Bond; the rights, duties and obligations of the Authority and the Registrar thereunder; the terms and provisions upon which the liens, pledges, charges, trusts and covenants made therein may be discharged at or prior to the maturity or redemption of this Bond, and this Bond thereafter no longer be secured by the Resolution or be deemed to be outstanding thereunder, if money or certain specified securities shall have been deposited with the Registrar sufficient and held in trust solely for the payment hereof; and for the other terms and provisions thereof.

This Bond is subject to redemption prior to maturity, at the option of the Authority, in whole or in part at any time at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest on such principal amount to the date fixed for redemption. Reference is hereby made to the Resolution for a description of the redemption procedures and the notice requirements pertaining thereto.

In the event this Bond is called for prior redemption, notice of such redemption shall be given by first-class mail to the Registered Owner hereof at its address as shown on the registration books maintained by the Registrar not less than 10 days prior to the date fixed for redemption, unless waived by the Registered Owner hereof. If this Bond, or any portion thereof, shall have been duly called for redemption and notice of such redemption duly given as provided, then upon such redemption date the portion of this Bond so redeemed shall become due and payable and if money for the payment of the portion of the Bond so redeemed and the accrued interest thereon to the date fixed for redemption shall be held for the purpose of such payment by the Registrar, interest shall cease to accrue and become payable hereon from and after the redemption date.

This Bond is transferable by the Registered Owner hereof in person or by its attorney or legal representative duly authorized in writing at the principal office of the Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond of the same series and maturity and for the same principal amount will be issued to the transferee in exchange therefor. The Authority and the Registrar may deem and treat the Registered Owner hereof as the

absolute owner hereof for the purpose of receiving payment of or on account of principal of and interest due hereon and for all other purposes.

This bond is being issued as fully a registered bond without coupons. This bond is subject to exchange as provided in the Resolution.

It is hereby certified, recited and declared that all acts, conditions and things required to have happened, to exist and to have been performed precedent to and in the issuance of this Bond have happened, do exist and have been performed in regular and due time, form and manner; that this Bond does not exceed any constitutional, statutory or charter limitation on indebtedness; and that provision has been made for the payment of the principal of and interest on this Bond as provided in this Resolution.

[The remainder of this page intentionally left blank]

(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ agent to transfer the within Bond on the bond register kept by the Registrar
for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this Assignment
must correspond with the name of the
Registered Owner as it appears upon the
face of the within bond in every particular.

Signature Guaranteed By:

Name of Eligible Guarantor Institution as
defined by SEC Rule 17 Ad-15 (17 CFR
240.17 Ad-15)

By:

Title:

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SCHEDULE 1

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

**COMMUNITY REDEVELOPMENT AUTHORITY OF
THE CITY OF GRAND ISLAND, NEBRASKA
GRAND ISLAND NORTHWEST COMMONS PROJECT
TAX INCREMENT DEVELOPMENT REVENUE BOND, SERIES 201_**

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

EXHIBIT E

(FORM OF ENHANCED EMPLOYMENT ACT INDEBTEDNESS BOND)

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS, AND THIS BOND MAY NOT BE TRANSFERRED UNLESS THE PROPOSED ASSIGNEE HAS OBTAINED AND PROVIDED TO THE AUTHORITY, PRIOR TO SUCH TRANSFER AND ASSIGNMENT, AN INVESTOR'S LETTER IN FORM AND SUBSTANCE SATISFACTORY TO THE AUTHORITY EVIDENCING THE COMPLIANCE WITH THE PROVISIONS OF ALL FEDERAL AND STATE SECURITIES LAWS AND CONTAINING SUCH OTHER REPRESENTATIONS AS THE AUTHORITY MAY REQUIRE.

THIS BOND MAY BE TRANSFERRED ONLY IN THE MANNER AND ON THE TERMS AND CONDITIONS AND SUBJECT TO THE RESTRICTIONS STATED IN RESOLUTION NO. _____ OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA.

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF HALL

COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF GRAND ISLAND, NEBRASKA
OCCUPATION TAX REVENUE BOND
(GRAND ISLAND NORTHWEST COMMONS PROJECT), SERIES 201_

No. R-1

Up to \$_____.00
(subject to reduction as described herein)

Date of
Original Issue

Date of
Maturity

Rate of
Interest

December 31, 2030

_.00%

REGISTERED OWNER:

PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THE BOND SET FORTH ON THE FOLLOWING PAGES, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

IN WITNESS WHEREOF, THE COMMUNITY REDEVELOPMENT

AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA has caused this Bond to be signed by the manual signature of the Chairman of the Community Redevelopment Authority of the City of Grand Island, countersigned by the manual signature of the Secretary of the Community Redevelopment Authority of the City of Grand Island, and the City's corporate seal imprinted hereon.

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

[S E A L]

By: _____ (manual signature)
Chairman

By: _____ (manual signature)
Secretary

The **COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA** (the “**Authority**”) acknowledges itself indebted to, and for value received hereby promises to pay, but solely from certain specified tax revenues and other funds hereinafter specified, to the Registered Owner named above, or registered assigns, on the Date of Maturity stated above (or earlier as hereinafter referred to), the Principal Amount on Schedule 1 attached hereto upon presentation and surrender hereof at the office of the registrar and paying agent herefor, the Treasurer of the City of Grand Island, Nebraska (the “**Registrar**”), and in like manner to pay interest on the Cumulative Outstanding Principal Amount reflected in **Schedule 1** at the Rate of Interest stated above, calculated on the basis of a 360-day year consisting of twelve, 30-day months, from the Date of Original Issue stated above, or the most recent interest payment date to which interest has been paid or duly provided for, as specified below, to maturity or earlier redemption, payable semiannually on May 1 and November 1 of each year until payment in full of such Principal Amount, beginning _____, 201_, by check or draft mailed to the Registered Owner hereof as shown on the bond registration books maintained by the Registrar on the 15th day of the month preceding the month in which the applicable interest payment date occurs, at such Owner's address as it appears on such bond registration books. The principal of this Bond and the interest hereon are payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

This Bond is issued by the Authority under the authority of and in full compliance with the Constitution and statutes of the State of Nebraska, including particularly Article VIII, Section 12 of the Nebraska Constitution, Sections 18-2101 to 18-2153, inclusive, Reissue Revised Statutes of Nebraska, as amended, and under and pursuant to Resolution No. _____ duly passed and adopted by the Authority on _____, 201_, as from time to time amended and supplemented (the “**Resolution**”).

THE PRINCIPAL AMOUNT OF THIS BOND IS SET FORTH IN SCHEDULE 1 ATTACHED HERETO. THE MAXIMUM PRINCIPAL AMOUNT OF THIS BOND IS \$_____.

IN THE EVENT OF CERTAIN EVENTS OF DEFAULT BY THE REDEVELOPER (AS DEFINED IN THE RESOLUTION), UNDER SECTION 7.02 OF THE REDEVELOPMENT CONTRACT (AS DEFINED IN THE RESOLUTION), THE PRINCIPAL AMOUNT OF THIS BOND SHALL BE OFFSET AND REDUCED BY THE AMOUNT OF ANY GRANT BY THE AUTHORITY TO THE REDEVELOPER OF PROCEEDS OF THIS BOND, AS PROVIDED IN THE REDEVELOPMENT CONTRACT.

This Bond is a special limited obligation of the Authority payable as to principal and interest solely from and is secured solely by the Enhanced Employment Act Revenues (as defined in the Resolution) and certain other money, funds and securities pledged under the Resolution, all on the terms and conditions set forth in the Resolution. The Enhanced Employment Act Revenue represents the occupation tax revenues generated and collected under the occupation tax authorized by the Bond Resolution and the Occupation Tax Ordinance in accordance with law.

Reference is hereby made to the Bond Resolution for the provisions, among others, with respect to the collection and disposition of certain tax and other revenues, the special funds charged with and pledged to the payment of the principal of and interest on this Bond, the nature and extent of the security thereby created, the terms and conditions under which this Bond has been issued, the rights and remedies of the Registered Owner of this Occupation Tax Revenue Bond, and the rights, duties, immunities and obligations of the City and the Authority. By the acceptance of this Occupation Tax Revenue Bond, the Registered Owner assents to all of the provisions of the Resolution.

The principal of and interest hereon shall not be payable from the general funds of the City nor the Authority nor shall this Bond constitute a legal or equitable pledge, charge, lien, security interest or encumbrance upon any of the property or upon any of the income, receipts, or money and securities of the City or the Authority or of any other party other than those specifically pledged under the Resolution. This Bond is not a debt of the City or the Authority within the meaning of any constitutional, statutory or charter limitation upon the creation of general obligation indebtedness of the City or the Authority, and does not impose any general liability upon the City or the Authority and neither the City nor the Authority shall be liable for the payment hereof out of any funds of the City or the Authority other than the Revenues and other funds pledged under the Resolution, which Revenues and other funds have been and hereby are pledged to the punctual payment of the principal of and interest on this Bond in accordance with the provisions of this Resolution.

The Registered Owner may from time to time enter the respective amounts advanced pursuant to the terms of the Resolution under the column headed "Principal Amount Advanced" on **Schedule 1** hereto (the "**Table**") and may enter the aggregate principal amount of this Bond then outstanding under the column headed "Cumulative Outstanding Principal Amount" on the Table.

On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Registered Owner pursuant to the redemption provisions of the Resolution, the Registered Owner may enter the principal amount paid on this Bond under the column headed "Principal Amount Redeemed" on the Table and may enter the then outstanding principal amount of this Bond under the column headed "Cumulative Outstanding Principal Amount" on the Table. Notwithstanding the foregoing, the records maintained by the Trustee as to the principal amount issued and principal amounts paid on this Bond shall be the official records of the Cumulative Outstanding Principal Amount of this Bond for all purposes.

Reference is hereby made to the Resolution, a copy of which is on file in the office of the City Clerk, and to all of the provisions of which each Owner of this Bond by its acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for this Bond; the Revenue and other money and securities pledged to the payment of the principal of and interest on this Bond; the nature and extent and manner of enforcement of the pledge; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Owner of this Bond; the rights, duties and obligations of the Authority and the Registrar thereunder; the terms and provisions upon which the liens, pledges, charges, trusts and covenants made therein may be discharged at or prior to the maturity or redemption of this Bond, and this Bond thereafter no longer be secured by the Resolution or be deemed to be outstanding thereunder, if money or certain specified securities shall have been deposited with the Registrar sufficient and held in trust solely for the payment hereof; and for the other terms and provisions thereof.

This Bond is subject to redemption prior to maturity, at the option of the Authority, in whole or in part at any time at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest on such principal amount to the date fixed for redemption. Reference is hereby made to the Resolution for a description of the redemption procedures and the notice requirements pertaining thereto.

In the event this Bond is called for prior redemption, notice of such redemption shall be given by first-class mail to the Registered Owner hereof at its address as shown on the registration books maintained by the Registrar not less than 10 days prior to the date fixed for redemption, unless waived by the Registered Owner hereof. If this Bond, or any portion thereof, shall have been duly called for redemption and notice of such redemption duly given as provided, then upon such redemption date the portion of this Bond so redeemed shall become due and payable and if money for the payment of the portion of the Bond so redeemed and the accrued interest thereon to the date fixed for redemption shall be held for the purpose of such payment by the Registrar, interest shall cease to accrue and become payable hereon from and after the redemption date.

This Bond is transferable by the Registered Owner hereof in person or by its attorney or legal representative duly authorized in writing at the principal office of the Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond of the same series and maturity and for the same principal amount will be issued to the transferee in exchange therefor. The Authority and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal of and

interest due hereon and for all other purposes.

This bond is being issued as fully a registered bond without coupons. This bond is subject to exchange as provided in the Resolution.

It is hereby certified, recited and declared that all acts, conditions and things required to have happened, to exist and to have been performed precedent to and in the issuance of this Bond have happened, do exist and have been performed in regular and due time, form and manner; that this Bond does not exceed any constitutional, statutory or charter limitation on indebtedness; and that provision has been made for the payment of the principal of and interest on this Bond as provided in this Resolution.

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(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ agent to transfer the within Bond on the bond register kept by the Registrar
for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this Assignment
must correspond with the name of the
Registered Owner as it appears upon the
face of the within bond in every particular.

Signature Guaranteed By:

Name of Eligible Guarantor Institution as
defined by SEC Rule 17 Ad-15 (17 CFR
240.17 Ad-15)

By:

Title:

[The remainder of this page intentionally left blank]

SCHEDULE 1

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

**COMMUNITY REDEVELOPMENT AUTHORITY OF
THE CITY OF GRAND ISLAND, NEBRASKA
GRAND ISLAND NORTHWEST COMMONS PROJECT
OCCUPATION TAX REVENUE BOND, SERIES 201_**

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

EXHIBIT F
TIF PROJECT COSTS*

Redevelopment TIF Project Costs

1. Development Costs (site demolition, electric, gas, and telephone Development, site electric, sewers, water)	\$879,200.00
2. Building Rehabilitation Costs (Gross Building Shell, Tenant White Box)	\$5,511,987
3. Soft Costs (architecture, engineering, design, legal, inspection, and related fees)	\$274,059
<u>TOTAL</u>	<u>\$6,665,246</u>

*** TIF Project Costs not used in one category may be used in another category, but the total TIF Project Costs shall not exceed the amount of the TIF Indebtedness.**

EXHIBIT G

LIST OF BUSINESS CLASSIFICATIONS

During the Enhanced Employment Act Period, the business within the Enhanced Employment Act Area shall be classified as follows:

1) **General Retail:** apparel, cosmetics, specialty stores, salons, restaurants, services, and related businesses.

2) **Non-Occupation Tax Retail:** users of space, or kinds of transactions where an occupations tax cannot be imposed pursuant to Section 18-2142.02 of the Nebraska Revised Statutes, as amended, which includes, but is not limited to 1) manufacturers or wholesalers of alcoholic liquor; 2) producers, suppliers, distributors, wholesalers, or importers of motor fuel and/or gasoline; 3) stamping agents engaged in distributing or selling cigarettes at wholesale; 4) the first owner of tobacco products in the state of Nebraska; and 5) the gross receipts from the sale, lease, or rental of and the storage use, or other consumption of food or food ingredients except for prepared food and food sold through vending machines.

3) **Other:** businesses that are not either General Retail or Non-Occupation Tax Retail.

EXHIBIT H

TIMELINE

Anticipated completion for the Main Mall Parcel containing approximately 128,000 square feet of retail space is June, 2016 with the additional three Outlots to be developed as the market demands.

EXHIBIT I

ENHANCED EMPLOYMENT ACT PROJECT COSTS*

Enhanced Employment Act Project Costs

1. Development Costs (grading, curbs, paving, signage, landscaping, parking lot lighting, and trash receptacles)	\$2,176,675
2. Building Rehabilitation Costs (gross Building Shell, tenant white box)	\$5,235,620
3. Soft Costs (architecture, staking, engineering, design, legal, inspection, and related fees)	\$427,841
<u>TOTAL</u>	<u>\$7,840,136</u>

*** Enhanced Employment Act Project Costs not used in one category may be used in another category, but the total Enhanced Employment Act Project Costs shall not exceed the amount of the Enhanced Employment Act Indebtedness.**

*** Enhanced Employment Act Project Costs are restricted to eligible and lawful costs and expenses incurred with respect to *only* the Enhanced Employment Act Area and not the greater Redevelopment Project Area.**



City of Grand Island

Tuesday, October 28, 2014

Council Session

Item F-1

#9507 - Consideration of Vacation of a Utility Easement Located in Copper Creek Estates Fifth Subdivision (The Guarantee Group, LLC)

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: October 28, 2014

Subject: Consideration of Vacation of a Utility Easement Located in Copper Creek Estates Fifth Subdivision (The Guarantee Group, LLC)

Item #'s: F-1

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

Background

A utility easement was dedicated with the original Copper Creek Estates Fifth Subdivision plat on October 24, 2013. Such easement is not necessary to accommodate existing or proposed utilities and vacating it will support the development of Lot 6 and Lot 7.

Discussion

The developer/property owner of Cooper Creek Estates Fifth Subdivision is requesting to vacate the originally dedicated easement for Lot 6 & Lot 7. There are no utilities currently within this easement that will be affected by this vacation. The attached sketch details the referenced easement to be vacated.

Alternatives

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

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

Recommendation

City Administration recommends that the Council pass an ordinance vacating the easement located in Copper Creek Estates Fifth Subdivision.

Sample Motion

Move to pass an ordinance vacating the easement.

ORDINANCE NO. 9507

An ordinance to vacate existing utility easement and to provide for filing this ordinance in the office of the Register of Deeds of Hall County, Nebraska; 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 an existing utility easement comprising a part of Lots Six (6) and Seven (7), Copper Creek Estates Fifth Subdivision, in the City of Grand Island, Nebraska, more particularly described as follows:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT SIX (6), SAID POINT BEING FIVE (5.0) FEET EAST OF THE NORTHWEST CORNER OF SAID LOT SIX (6); THENCE RUNNING EASTERLY ON THE NORTH LINE OF SAID LOT SIX (6) A DISTANCE OF FIVE (5.0) FEET; THENCE RUNNING SOUTHERLY PARALLE WITH THE WEST LINE OF SAID LOT SIX (6), A DISTANCE OF SIXTY FIVE AND SEVTY EIGHT HUNDREDTHS (66.78) FEET; THENCE CONTINUING SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID LOT SIX (6), A DISTANCE OF FORTY AND TWENTY FIVE HUNDREDTHS (40.25) FEET, TO A POINT ON THE NORTH LINE OF SAID LOT SEVEN (7); THENCE RUNNING SOUTHERLY PARALLEL WITH THE WETS LINE OF SAID LOT SEVEN (7), A DISTANCE OF NINETY FOUR AND SEVENTY TWO HUNDREDTHS (94.72) FEET, TO A POINT FIVE (5.0) FEET NORTH OF THE SOUTH LINE OF SAID LOT SEVEN (7); THENCE RUNNING WESTERLY PARALLEL WITH THE SOUTH LINE OF SAID LOT SEVEN (7), A DISTANCE OF FIVE (5.0) FEET TO A POINT FIVE (5.0) FEET EAST OF THE WETS LINE OF SAID LOT SEVEN (7); THENCE RUNNING NORTHERLY PARALLEL WITH THE WEST LINE OF SAID LOT SEVEN (7), A DISTANCE OF NIENTY FOUR AND EIGHTY SIX HUNDREDTHS (94.86) FEET, TO A

Approved as to Form	▣ _____
October 24, 2014	▣ City Attorney

ORDINANCE NO. 9507 (Cont.)

POINT ON THE SOUTH LINE OF SAID LOT SIX (6); THENCE RUNNING NORTHERLY PARALLEL WITH THE WEST LINE OF SAID LOT SIX (6), A DISTANCE OF FORTY AND TEN HUNDREDTHS (40.10) FEET; THENCE RUNNING NORTHERLY PARALLEL WITH THE WEST LINE OF SAID LOT SIX (6), A DISTANCE OF SIXTY SIX AND EIGHTY HUNDREDTHS (66.80) FEET, TO THE POINT OF BEGINNING AND CONTAINING 0.023 ACRES (1009 SQ. FT.) MORE OR LESS.

is hereby vacated. Such easement to be vacated is shown and more particularly described on Exhibit A attached hereto.

SECTION 2. The title to the property vacated by Section 1 of this ordinance shall revert to the owner or owners of the real estate upon which the easement is located.

SECTION 3. This ordinance is directed to be filed, with the drawing, in the office of the Register of Deeds of Hall County, Nebraska.

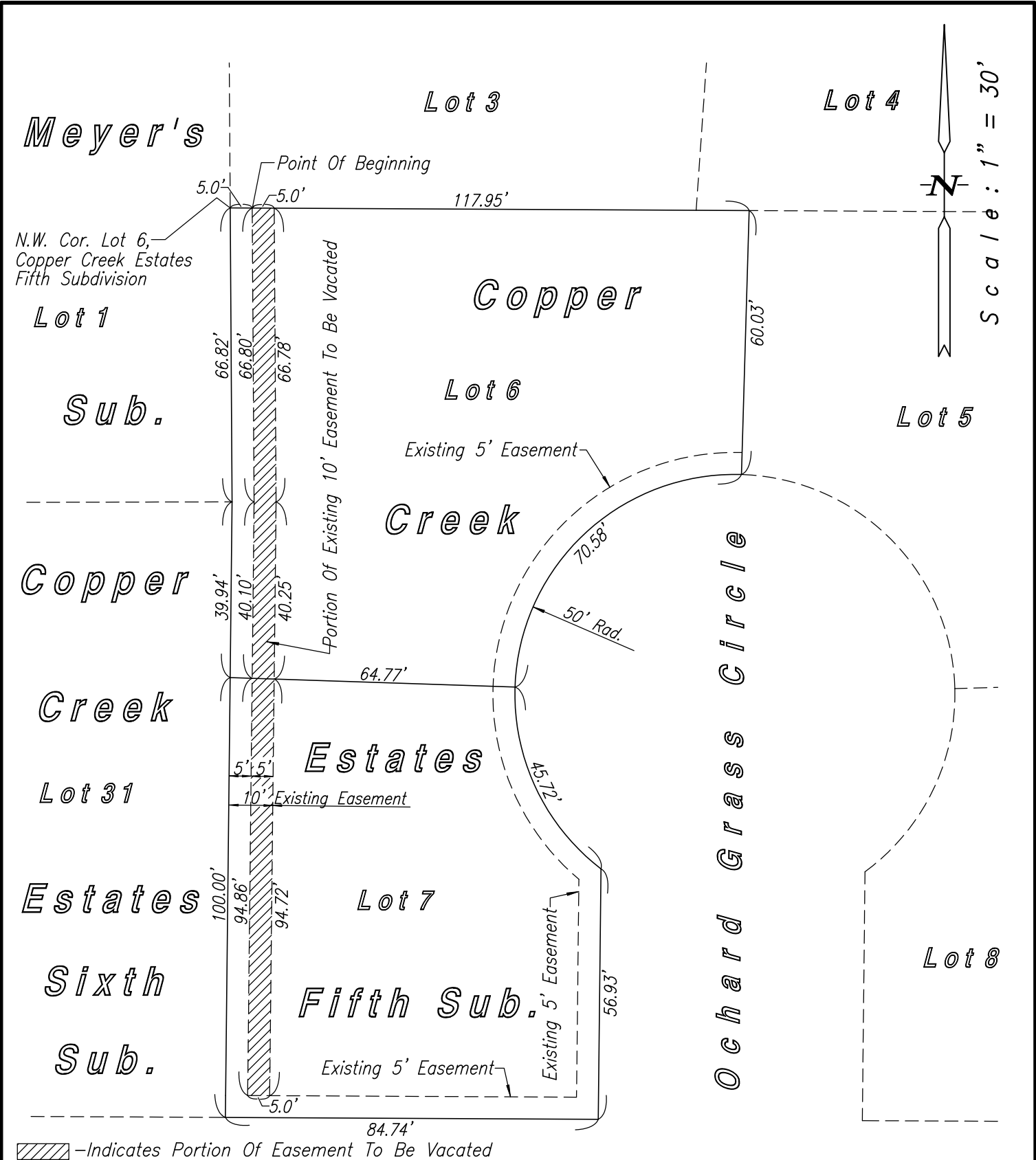
SECTION 4. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: October 28, 2014

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



—Indicates Portion Of Easement To Be Vacated

Yarrow Drive
Description (Portion Of 10' Easement To Be Vacated)

A tract of land comprising a part of Lots Six (6) and Seven (7), Copper Creek Estates Fifth Subdivision, in the City of Grand Island, Nebraska, more particularly described as follows:

Beginning at a point on the north line of said Lot Six (6), said point being Five (5.0) feet east of the northwest corner of said Lot Six (6); thence running easterly on the north line of said Lot Six (6), a distance of Five (5.0) feet; thence running southerly parallel with the west line of said Lot Six (6), a distance of Sixty Six and Seventy Eight Hundredths (66.78) feet; thence continuing southerly parallel with the west line of said Lot Six (6), a distance of Forty and Twenty Five Hundredths (40.25) feet, to a point on the north line of said Lot Seven (7); thence running southerly parallel with the west line of said Lot Seven (7), a distance of Ninety Four and Seventy Two Hundredths (94.72) feet, to a point Five (5.0) feet north of the south line of said Lot Seven (7); thence running westerly parallel with the south line of said Lot Seven (7), a distance of Five (5.0) feet, to a point Five (5.0) feet east of the west line of said Lot Seven (7); thence running northerly parallel with the west line of said Lot Seven (7), a distance of Ninety Four and Eighty Six Hundredths (94.86) feet, to a point on the south line of said Lot Six (6); thence running northerly parallel with the west line of said Lot Six (6), a distance of Forty and Ten Hundredths (40.10) feet; thence running northerly parallel with the west line of said Lot Six (6), a distance of Sixty Six and Eighty Hundredths (66.80) feet, to the point of beginning and containing 0.023 acres (1009 Sq. Ft.) more or less.

Exhibit 'A'

Date : October 16, 2014

Sheet No. 1 Of 1



2510 NORTH WEBB ROAD, GRAND ISLAND, NEBRASKA 68802 P.O. BOX 549
E-MAIL surveyor@ccusa.net PHONE (308) 382-1472 FAX (308) 382-1423



City of Grand Island

Tuesday, October 28, 2014

Council Session

Item F-2

#9508 – Consideration of Amending Chapter 15 of the Grand Island City Code Regarding the 2014 National Electric Codes

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: October 28, 2014

Subject: City Code Amendments to Chapter 15, Electricity
Adoptions of the 2014 National Electrical Code

Item #'s: F-2

Presenter(s): Craig Lewis, Building Department Director

Background

This request is for City Council approval to modify the City Code by adopting the 2014 edition of the National Electric Code. The City has for several decades adopted and enforced electrical codes to safeguard persons and property from the hazards arising from the use of electricity. The 2014 National Electric Code (NEC) is the current edition of the national standard for the installation of electrical wiring systems. Typically the State of Nebraska adopts the current edition of the NEC and requires local inspection programs to adopt and enforce the current regulations as part of the State approval of local programs.

Discussion

The proposed amendment to chapter 15 of the Grand Island City Code will adopt the current edition of the National Electric Code. The City's electrical board has reviewed the 2014 NEC and recommends approval with the local amendments as outlined in the proposed ordinance. The local amendments basically provide some restrictions and clarifications in the installation of required wiring.

Local amendments:

1. Removes requirement for feeders in apartment building to be in conduit.
2. References the International Residential Code for the installation of smoke and carbon monoxide alarms.
3. Refers to Mechanical code for bonding requirements of CSST gas piping.
4. Prohibits the use of non-grounded receptacles for new or replacement devices after December 31, 2014.

Alternatives

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

1. Approve the ordinance.
2. Disapprove or /Deny the adoption of the ordinance.
3. Modify the ordinance to meet the wishes of the Council
4. Table the issue

Recommendation

The City Electrical Board and City Staff recommend that the City Council approve Ordinance No. 9508, adopting the 2014 NEC, with the local amendments identified and begin enforcement on December 30, 2014.

Sample Motion

Move to approve Ordinance No. 9508.

ORDINANCE NO. 9508

An ordinance to amend Chapter 15 of the Grand Island City Code; to amend Sections 15-2; 15-3; 15-8; and 15-11 pertaining to electricity; to repeal Sections 15-2; 15-3; 15-8; and 15-11 as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Sections 15-2; 15-3; 15-8; and 15-11 of the Grand Island City Code are hereby amended to read as follows:

§15-2. National Electrical Code Adopted

(A) There is hereby adopted by the City of Grand Island for the purpose of safeguarding persons and buildings from hazards arising from the use of electricity for light, heat, power, radio, signaling, and other purposes, that certain code known as the National Electrical Code, 201~~4~~¹⁴ Edition, recommended by the National Fire Protection Association, except as modified by this section.

(B) The National Electrical Code adopted by subsection (A) above is modified by deleting Article 362, Article 210-52C Subsection 2 and 3, which are not adopted and shall have no force or effect. Articles 320, 330, 334, 348, and 352 are amended by §15-3 of the Grand Island City Code.

(C) One copy of the National Electrical Code, 201~~4~~¹⁴ Edition, shall be on file in the city clerk's office for public use and inspection as provided by law.

Amended by Ordinance No. 8990, effective 8-10-2005

Amended by Ordinance No. 9194, effective 11-1-2008

Amended by Ordinance No. 9366, effective 03-30-2012

§15-3. Amendments to National Electrical Code, 201~~4~~¹⁴ Edition

The following sections are adopted as amendments to the same numbered sections of the National Electrical Code, 201~~4~~¹⁴ Edition:

Article 320 – Armored cable (type AC)

320.10. Uses permitted. Armored cable may be used for indoor branch circuits when installed with a grounding conductor in the cable with the branch circuit conductors and sized to the overcurrent protective device. Anti short bushings shall be used.

320.12. Uses not permitted. Armored cable shall not be used in hazardous locations, where buried or in direct contact with the earth, concrete, cinder fill or where exposed to chemicals or acids.

Article 330 - Metal-Clad Cable (Type MC)

330.10. Uses Permitted. Metal-clad cable may be used for indoor branch circuit use only when installed with a grounding conductor in the cable with the circuit conductors and sized to the overcurrent protective device. Anti short bushing shall be used.

330.12. Uses Not Permitted. Metal-clad cable shall not be used in hazardous locations where subject to physical damage, buried in direct contact with the earth, concrete, cinder fill, or where exposed to chemicals or acids.

Article 334 – Nonmetallic-Sheathed Cable (Types NM, NMC, and NMS)

334.12. Uses Not Permitted. In any multifamily dwelling or structure exceeding three floors above grade. For the purpose of this article, the floor of a building shall be that floor that has fifty percent (50%) or more of the exterior wall surface area level with or above finished grade. One additional level that is the first level and not designed for human habitation and only for vehicle parking, storage or similar use shall be permitted.

Approved as to Form	☐ _____
October 22, 2014	☐ City Attorney

ORDINANCE NO. 9508 (Cont.)

Article 352 - Rigid Nonmetallic Conduit (PVC)

352.10. Uses Permitted

- (A) Where encased in concrete
- (B) Underground installations
- (C) For service entrances on the outside of buildings where not subject to physical damage
- (D) For raceways to feed subpanels
- (E) In wet locations where used with proper connections and fittings
- (F) For physical protection of ground wires

352.12. Uses Not Permitted

- (A) In alleys or utility easements, the first section of conduit out of the ground
- (B) For branch circuits

Article 348 - Flexible Metal Conduit

348.10. Uses Permitted.

Flexible metal conduit may be used for fish work in old buildings or other places where rigid conduit is impractical to install. Special permission shall be obtained from the electrical inspector before it is used in lengths longer than six feet.

Amended by Ordinance No. 8990, effective 8-10-2005

Amended by Ordinance No. 9194, effective 11-1-2008

Amended by Ordinance No. 9366, effective 03-30-2012

§15-8. Wiring In Single and Multiple-Family Units

(A) Multiple family units may have branch circuits in individual units wired with nonmetallic sheathed cable if construction complies with Chapter 8 of the Grand Island City Code.

(B) Existing residential buildings containing more than six family units not having a two-hour fire wall rating separation as provided in Chapter 8 of the Grand Island City Code shall be wired with Electrical Metallic Tubing (EMT type) in compliance with the provisions of this chapter.

(C) All wiring in basements below the floor joist on exterior walls shall be wired with metallic tubing (EMT type). All electrical wiring in unfinished basements below the floor joist level on interior and exterior walls shall be guarded. ~~All feeders from the main panel to the individual apartments in multiple family units shall be in conduit.~~ The electrical panels shall be the circuit breaker type.

(D) Smoke alarms shall be installed to comply with Section R314 of the 2012 International Residential Code.

(E) Carbon monoxide alarms shall be installed to comply with Section R315 of the 2012 International Residential Code.

Amended by Ordinance No. 9366, effective 03-30-2012

§15-11. Requirements for Electrical Installations

(A) Aluminum Conductors – aluminum conductors may be used for service entrance and feeders only.

(B) Equipment grounding conductors – an equipment grounding conductor will be required in all conduit systems except for rigid metal conduit systems with threaded hubs, couplings or fittings.

(C) CSST gas piping shall be bonded to comply with section 1311.14.2 of the 2012 Uniform Mechanical Code.

(D) Non-grounding receptacles shall not be installed, either in new work or for replacement, after December 31, 2014.

Amended by Ordinance No. 9194, effective 11-1-2008

SECTION 2. Sections 15-2; 15-3; 15-8; and 15-11 as existing prior to this amendment, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

ORDINANCE NO. 9508 (Cont.)

SECTION 3. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

SECTION 4. That this ordinance shall be in force and take effect from and after its passage and publication, on December 31, 2014.

Enacted: October 28, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 28, 2014

Council Session

Item F-3

#9509 – Consideration of Approving the Enhanced Employment Area Occupation Tax

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

Staff Contact: Chad Nabity

CITY OF GRAND ISLAND, NEBRASKA

ORDINACE NO. 9509

AN ORDINANCE PROVIDING FOR AGREEMENT TO THE LEVY OF A RETAIL BUSINESS OCCUPATION TAX; THE LEVY OF A RETAIL BUSINESS OCCUPATION TAX; ESTABLISHING DEFINITIONS; PROVIDING FOR THE ADMINISTRATION, COLLECTIONS, RETURNS, DELINQUENCIES AND RECOVERY OF UNPAID AMOUNTS RELATED TO SUCH OCCUPATION TAX; SPECIFYING HOW SUCH TAX REVENUE WILL BE USED; PROVIDING A SUNSET PROVISION FOR THE TAX; AND RELATED MATTERS

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

Section 1. Findings and Determinations. The Mayor and Council of the City of Grand Island, Nebraska (the “City”) hereby find and determine as follows:

(a) Pursuant to Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “Act”), the Community Redevelopment Authority of the City of Grand Island (the “CRA”) has prepared and adopted the Amended & Restated Site Specific Redevelopment Plan, Grand Island CRA Area 9, which, in part, (1) provides for the development of a commercial shopping center (the “**Redevelopment Project**”) between State Street and Capital Avenue and between U.S. Highway 281 and Webb Road in the Redevelopment Project Area as shown on **Exhibit “A”** (attached hereto and incorporated herein by reference) and (2) designates the area shown in **Exhibit “B”** (attached hereto and incorporated herein by reference) as an “enhanced employment area” as defined in Section 18-2103(22) of the Act (the “**Enhanced Employment Act Area**”).

(b) Pursuant to Section 18-2142.02 of the Act, the City is authorized to agree to and to levy and collect a general business occupation tax upon the businesses and users of space within the Enhanced Employment Act Area for the purpose of paying all or any part of the costs and expenses of the Enhanced Employment Act Project within the Enhanced Employment Act Area.

(c) It is necessary, desirable, advisable and in the best interests of the City that a general business occupation tax be imposed within the Enhanced Employment Act Area as provided by the Act for the purpose set forth in Section 1(b).

Section 2. Definitions. As used in this Ordinance, the following words and phrases shall have the meanings ascribed to them in this Section 2, except where the context clearly indicates or requires a different meaning:

Approved as to Form October 24, 2014	By _____ City Attorney
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ORDINANCE NO. 9509 (Cont.)

(a) **“Person”** means any natural person, individual, partnership, association, organization or corporation of any kind or character engaging in the business of operating a General Retail Business.

(b) **“General Retail Business”** means any activity engaged in by any Person or caused to be engaged in by such Person in which products or services are sold, leased or rented for any purpose other than for resale, sublease or subrent, except that “General Retail Business” shall not mean any transaction which is subject to tax under Sections 53-160, 66-489, 66-489.02, 66-4,140, 66-4,145, 66-4,146, 77-2602 or 77-4008 of the Nebraska Revised Statutes or which is exempt from tax under Section 77-2704.24 of the Nebraska Revised Statutes.

(c) **“Taxpayer”** shall mean any Person engaged in the business of operating a General Retail Business as herein defined who is required to pay the tax herein imposed.

Section 3. Agreement to Impose Tax. The City hereby agrees to impose an occupation tax upon every Person operating a General Retail Business within the Enhanced Employment Act Area, and the Mayor and City Clerk are hereby authorized and directed to execute such documents and take such actions as are necessary to carry out this Ordinance, including, but not limited to, entering into a Redevelopment Contract with the CRA and a redeveloper in substantially the form as set forth in **Exhibit “C”**.

Section 4. Tax Imposed; Collection of Tax.

(a) On or after October 1, 2015 and in each calendar month thereafter there is hereby imposed a retail business occupational tax upon each and every Person operating a General Retail Business within the Enhanced Employment Act Area for any period of time during a calendar month. The amount of such tax shall be one percent (1.00%) of all General Retail Business transactions which the State of Nebraska is authorized to impose a tax as allowed by the Nebraska Local Option Revenue Act for each calendar month derived from the General Retail Business subject to this tax. Such tax shall be imposed on transactions which the State of Nebraska is authorized to impose a tax as allowed by the Nebraska Local Option Revenue Act resulting from the sales of products or services within the limits of the Enhanced Employment Act Area which are subject to the sales and use tax imposed by the State of Nebraska, except that no occupation tax shall be imposed on any transaction which is subject to tax under Sections 53-160, 66-489, 66-489.02, 66-4,140, 66-4,145, 66-4,146, 77-2602 or 77-4008 of the Nebraska Revised Statutes or which is exempt from tax under Section 77-2704.24 of the Nebraska Revised Statutes .

(b) The Person engaged in operating a General Retail Business may itemize the tax levied on a bill, receipt, or other invoice to the purchaser, but each Person engaged in such business shall remain liable for the tax imposed by this Ordinance.

Section 5. Business Classifications. Pursuant to Section 18-2142.02 of the Act, the City hereby makes the following classifications of businesses, users of space, or kinds of transactions for purposes of imposing the occupation tax:

ORDINANCE NO. 9509 (Cont.)

(a) **General Retail Business:** means any activity engaged in by any Person or caused to be engaged in by such Person in which products or services are sold, leased or rented for any purpose other than for resale, sublease or subrent, except that "General Retail Business" shall not mean any transaction which is subject to tax under Sections 53-160, 66-489, 66-489.02, 66-4,140, 66-4,145, 66-4,146, 77-2602 or 77-4008 of the Nebraska Revised Statutes, as amended, or which is exempt from tax under Section 77-2704.24 of the Nebraska Revised Statutes, as amended.

(b) **Non-Occupation Tax Retail:** means users of space, or kinds of transactions where an occupations tax cannot be imposed pursuant to Section 18-2142.02 of the Act, which includes, but is not limited to 1) manufacturers or wholesalers of alcoholic liquor; 2) producers, suppliers, distributors, wholesalers, or importers of motor fuel and/or gasoline; 3) stamping agents engaged in distributing or selling cigarettes at wholesale; 4) the first owner of tobacco products in the state of Nebraska; and 5) the gross receipts from the sale, lease, or rental of and the storage use, or other consumption of food or food ingredients except for prepared food and food sold through vending machines.

c) **Other:** businesses that are not either General Retail or Non-Occupation Tax Retail.

Section 6. Return. Each and every Person engaged in the operation of a General Retail Business within the Enhanced Employment Act Area for the calendar month beginning October 1, 2015, and for each and every month thereafter, shall prepare and file, on or before the 25th day of the following month thereafter on a form prescribed and furnished by the City Administrator, a return for such month, and at the same time pay to the City the tax herein imposed. The return shall be verified and sworn to by the officer in charge of the business. The return shall be considered filed on time if mailed in an envelope properly addressed to the City Administrator, postage prepaid and postmarked before midnight of the 25th day of the appropriate month.

Section 7. Tax Cumulative.

(a) The levy of the tax under this Ordinance is in addition to all other fees, taxes, excises and licenses levied and imposed under any contract or any other ordinances of the City, in addition to any fee, tax, excise or license imposed by the State of Nebraska.

(b) Payment of the tax imposed by this Ordinance shall not relieve the Person paying the same from payment of any other tax now or hereafter imposed by contract or ordinance or by this Ordinance, including those imposed for any business or occupation he or she may carry on, unless so provided therein. The occupational tax imposed by this Ordinance shall be cumulative except where otherwise specifically provided.

Section 8. Use of Revenue. The one percent (1.00%) occupation tax imposed by this Ordinance, less any administrative expenses, shall be used to fund any expenditures that the City is lawfully authorized to make in connection with the Enhanced Employment Act Project as permitted by the Act.

ORDINANCE NO. 9509 (Cont.)

Section 9. Failure to File Return; Delinquency; Assessment by the City Administrator

(a) If any Person neglects or refuses to file a return or make payment of the taxes as required by this Ordinance, the City Administrator shall make an estimate, based upon such information as may be reasonably available, of the amount of taxes due for the period or periods for which the Taxpayer is delinquent, and upon the basis of such estimated amount, compute and assess in addition thereto a penalty equal to one percent (1.00%) thereof, together with interest on such delinquent taxes, at the rate of ten percent (10.00%), per month, or fraction thereof from the date when due. Any such interest due may be compounded quarterly.

(b) The City Administrator shall give the delinquent Taxpayer written notice of such estimated taxes, penalty, and interest, which notice must be served personally or by certified mail.

(c) Such estimate shall thereupon become an assessment and such assessment shall be final and due and payable from the Taxpayer to the City Administrator ten (10) days from the date of service of the notice or the date of mailing by certified mail; however, within such ten (10) day period the delinquent Taxpayer may petition the City Administrator for a revision or modification of such assessment and shall, within such ten-day period, furnish the City Administrator the facts and correct figures showing the correct amounts of such taxes.

(d) Such petition shall be in writing, and the facts and figures submitted shall be submitted in writing and shall be given under oath of the Taxpayer.

(e) The City Administrator may then modify such assessment in accordance with the facts which he or she deems correct. Such adjusted assessment shall be made in writing, and notice thereof shall be mailed to the Taxpayer within ten (10) days; and all such decisions shall become final upon the expiration of thirty (30) days from the date of service, unless proceedings are commenced within that time for appeal in the District Court.

Section 10. Administration; Miscellaneous Provision.

(a) The administration of the provisions of this Ordinance are hereby vested in the City Administrator, or his designee, who shall prescribe forms in conformity with this Ordinance for the making of returns, for the ascertainment, assessment and collection of the tax imposed hereunder, and for the proper administration and enforcement hereof.

(b) All notices required to be given to the Taxpayer under the provisions of this Ordinance shall be in writing. Notices shall be mailed by registered or certified mail, postage prepaid, return receipt requested, to the Taxpayer at his or her last known address.

(c) It shall be the duty of every Taxpayer to keep and preserve suitable records and other books or accounts as may be necessary to determine the amount of tax for which he/she is liable hereunder.

(1) Records of the transactions which the State of Nebraska is authorized to impose a tax allowed by the Nebraska Local Option Revenue Act by which this tax is measured

ORDINANCE NO. 9509 (Cont.)

shall be kept separate and apart from the records of other sales or receipts in order to facilitate the examination of books and records as necessary for the collection of this tax.

(2) It shall be the duty of every Taxpayer to keep and preserve for a period of four (4) years all such books, invoices and other records, which shall be open for examination at any time by the City Administrator or his or her duly designated persons. If such Person keeps or maintains his books, invoices, accounts or other records, or any thereof, outside of the state, upon demand of the City Administrator he/she shall make the same available at a suitable place within the City, to be designated by the City Administrator, for examination, inspection and audit by the City Administrator or his or her duly authorized persons. The Taxpayer shall reimburse the City for the reasonable costs of examination, inspection and audit if the City Administrator determines that the Taxpayer paid ninety percent or less of the tax owing for the period of the examination.

(3) The City Administrator, in his or her discretion, may make, permit or cause to be made the examination, inspection or audit of books, invoices, accounts or other records so kept or maintained by such Person outside of the state at the place where same are kept or maintained or at any place outside the state where the same may be made available, provided such Person shall have entered into a binding agreement with the City to reimburse it for all costs and expenses incurred by it in order to have such examination, inspection or audit made in such place.

(d) For the purpose of ascertaining the correctness of a return, or for the purpose of determining the amount of tax due from any Person, the City Administrator or his or her duly authorized persons, may conduct investigations concerning any matters covered by this Ordinance; and may examine any relevant books, papers, records or memoranda of any such Person.

Section 11. Recover of Unpaid Tax by Action at Law

(a) The City Administrator may also treat any such taxes, penalties or interest due and unpaid as a debt due the City.

(b) In case of failure to pay the taxes, or any portion thereof, or any penalty or interest thereon when due, the City may recover at law the amount of such taxes, penalties and interest in any court of Hall County, Nebraska or of the county wherein the Taxpayer resides or has its principal place of business having jurisdiction of the amounts sought to be collected.

(c) The return of the Taxpayer or the assessment made by the City Administrator, as herein provided, shall be prima facie proof of the amount due.

(d) The City Attorney may commence an action for the recovery of taxes due under this Ordinance and this remedy shall be in addition to all other existing remedies, or remedies provided in this Ordinance.

Section 12. Suspension or Revocation of Licenses for Failure to Pay Tax; Hearing. If the Mayor or the Mayor's designee, after holding a hearing, shall find that any

ORDINANCE NO. 9509 (Cont.)

Person has willfully evaded payment or collection and remittance of the tax imposed by this Ordinance, such official may suspend or revoke any City license, permit or other approval held by such tax evader. Such Person shall have an opportunity to be heard at such hearing to be held not less than seven (7) days after notice is given of the time and place of the hearing to be held, addressed to the last known place of business of such Person. Pending the notice, hearing and finding, any licensee, permit or other approval issued by the City to the Person may be temporarily suspended. No suspension or revocation hereunder shall release or discharge the Person from civil liability for the payment or collection and remittance of the tax, nor from prosecution for such offense.

Section 13. Sunset Provision. The occupation tax imposed by this Ordinance shall terminate and collection of the tax shall cease upon the earlier of 1) payment in full of all indebtedness issued by the City pursuant to the provisions of Section 18-2124 of the Act, for which such occupation tax receipts have been pledged; or, 2) twenty (20) years after the effective date of the Ad Valorem Tax Provision, as provided for in the Redevelopment Contract.

Section 14. Conflicts. All ordinances, resolutions, or orders, or parts thereof in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 15. Severability. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid, the validity of the remainder hereof shall not be affected thereby.

Section 16. Headings of Section Not Controlling. The headings of sections of this Ordinance are set forth herein for convenience of reference only and shall not affect the construction or interpretation of this Ordinance or any section hereof.

Section 17. Effective Date. This Ordinance shall take effect upon its passage and publication as provided by law.

DATED: October 28, 2014

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

ORDINANCE NO. 9509 (Cont.)

EXHIBIT “A”

REDEVELOPMENT PROJECT AREA

- Lot 10 of Grand Island Mall Eighth Subdivision and Lot 2 of the Grand Island Mall Fifteenth Subdivision in the City of Grand Island, Hall County, Nebraska.

EXHIBIT “B”

ENHANCED EMPLOYMENT ACT AREA

A tract of land comprising all of Lot Ten (10), Grand Island Mall Eighth Subdivision and all of Lot Two (2), Grand Island Mall Fifteenth Subdivision, all in the City of Grand Island, Hall County, Nebraska, and containing 16.428 acres more or less, EXCEPTING THEREFROM

A tract of land comprising a part of Lot Ten (10), Grand Island Mall Eighth Subdivision and a part of Lot Two (2), Grand Island Mall Fifteenth Subdivision, all in the City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

Beginning at the northwest corner of said Lot Ten (10); thence running easterly on the north line of said Lots Ten (10), on an Assumed Bearing of N89°47'33"E, a distance of Two Hundred Thirty Five (235.00) feet, to the Actual Point of Beginning; thence continuing N89°47'33"E, on the north line of said Lot Ten (10) and said Lot Two (2), a distance of Two Hundred Fifty Three and Fifty Hundredths (253.50) feet; thence running S00°12'27"E, a distance of Two Hundred Six (206.00) feet; thence running S89°47'33"W, a distance of Two Hundred Fifty Three and Fifty Hundredths (253.50) feet; thence running N00°12'27"W, a distance of Two Hundred Six (206.00) feet, to the Actual Point Of Beginning and containing 1.672 acres more or less. Net 14.756 acres more or less.

EXHIBIT “C”

REDEVELOPMENT CONTRACT



City of Grand Island

Tuesday, October 28, 2014

Council Session

Item G-1

Approving Minutes of October 14, 2014 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

October 14, 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 October 14, 2014. Notice of the meeting was given in *The Grand Island Independent* on October 8, 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, Assistant to the City Administrator Nicki Stoltenberg, Treasurer and Finance Director Jaye Monter, City Attorney Robert Sivick, and City Engineer and Public Works Director John Collins.

The PLEDGE OF ALLEGIANCE was recited.

BOARD OF EQUALIZATION: Motion by Gilbert, second by Nickerson to adjourn to the Board of Equalization. Motion adopted.

#2014-BE-6 – Consideration of Council President Haase’s Request the Council Override the Mayor’s Veto of Determining Benefits for Water Main District 458T, Platte Valley Industrial Park - East.

#2014-BE-7 – Consideration of Council President Haase’s Request the Council Override the Mayor’s Veto of Determining Benefits for Sanitary Sewer District 527T; Platte Valley Industrial Park-East. These requests were brought forward by several Councilmembers for the reconsideration of the Mayor’s veto submitted September 30, 2014.

Motion by Haase, second by Gilbert to approve overriding the Mayor’s veto of Resolution #2014-BE-6 & Resolution #2014-BE-7.

Margaret Hornady, 2708 Arrowhead Road, issued an apology for leaving the City with this situation. She indicated that it was her hope that the City Administrator, at the time of her term, and the Grand Island Area Economic Development Corporation would have created a formal agreement.

Lewis Kent, 624 Meves Avenue, spoke of his concern regarding who would be responsible for the grant payback amount.

Further council discussion took place, as well as further explanation by Mayor Vavricek regarding the veto.

Councilmember Gilbert called the question to cease debate. Upon roll call vote, all voted aye. Motion adopted.

Upon roll call vote on the original motion, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Gilbert, second by Stelk to return to Regular Session. Motion adopted.

PUBLIC HEARINGS:

Public Hearing on Request from Grand Island Public Schools for a Conditional Use Permit for Off Street Parking located at 1621 West Stolley Park Road and 2019 William Street. Building Department Director Craig Lewis reported that a request had been received from Grand Island Public Schools to allow for the construction of a parking lot located at 1621 West Stolley Park Road and 2019 William Street. Staff recommended approval with the condition that the landscaping requirements provided in City Code Section 36-102 be applicable with the final construction of the parking lot and that vehicle ingress and egress to the parking lot, both now and in the future, are only from either Hagge Avenue or William Street adjacent to the proposed parking lot.

Virgil Harden, 123 S. Webb Road, on behalf of Grand Island Public School, made reference that he is present, if Council has any further questions.

Public Hearing on Acquisition of Utility Easement located North of U.S. Highway 30 and West of Engleman Road (West Park Plaza Mobile Home Park). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located north of Highway 30 and west of Engleman Road was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The easement would create a path for a new cable between a main line and an existing transformer for redundancy. Staff recommended approval. No public testimony was heard.

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:

#9506 - Consideration of Amendments to Chapter 30 of the Grand Island City Code Relative to Sewers and Sewage Disposal

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.

Public Works Director John Collins reported that a recent installation of a food grinder had brought the fact that existing City Code did not allow for this. Revisions to Chapter 30-49 of the Grand Island City Code were recommended.

Motion by Gilbert, second by Minton to approve Ordinance #9506.

Assistant to the City Administrator: Ordinance #9506 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.

Assistant to the City Administrator: Ordinance #9506 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 #9506 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Motion by Donaldson, second by Mann to approve the Consent Agenda, excluding G-8 (#2014-314). Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of September 23, 2014 City Council Regular Meeting.

Approving Minutes of September 23, 2014 City Council Study Session.

Approving Appointment of Dean Sears to the Regional Planning Commission.

#2014-310 - Approving Keno Satellite Location and Agreement for Bosselman Administrative Services dba Quaker Steak and Lube, 3335 W. Wood River Road.

#2014-311 - Approving Acquisition of Utility Easement located North of U.S. Highway 30 and West of Engleman Road (West Park Plaza Mobile Home Park).

#2014-312 - Approving Change Order #3 for Utility Management System with Mainsaver Software, Inc. of San Diego, CA for an Increase of \$91,125.00 and a Revised Contract Amount of \$381,610.00.

#2014-313 - Approving Certificate of Final Completion for the 2014 Asphalt Resurfacing Project No. 2014-AC-1 with J.I.L. Asphalt Paving Co., Inc. of Grand Island, NE.

#2014-314 - Approving Bid Award for Snow Removal Services 2014/2015 (Streets Division of the Public Works Department) with The Diamond Engineering Company of Grand Island, NE for the following: Dump Trucks - \$165.00 per hour; Front End Loaders - \$200.00 per hour; and Motor Graders - \$220.00 per hour. Discussion was held regarding snow removal services for the upcoming season.

Motion by Gilbert, second by Minton to approve Resolution #2014-314. Upon roll call vote, all voted aye. Motion adopted.

#2014-315 - Approving Bid Award for (1) New Compact Excavator and (1) New Skid-Steer Loader with Central Nebraska Bobcat of Grand Island, NE in an Amount of \$72,550.49.

#2014-316 - Approving Contract Modification for Engineering Consulting Services related to Heartland Public Shooting Park Paving Improvements with Speece Lewis Engineers, Inc. of Lincoln, NE for an Increase of \$4,306.90 and a Revised Contract Amount of \$14,506.90.

#2014-317 - Approving Agreement with the Grand Island Tennis Association to Lease Racquet Center Property.

#2014-318 – Approving Revisions to the City Personnel Rules.

REQUESTS AND REFERRALS:

Consideration of Request from Grand Island Public Schools for a Conditional Use Permit for Off Street Parking located at 1621 West Stolley Park Road and 2019 William Street. This item related to the aforementioned Public Hearing.

Motion by Mann, second by Stelk to approve the request with conditions as specified during the Public Hearing. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2014-319 - Consideration of Approving a New Lease Agreement with the Grand Generation Center. City Attorney Robert Sivick reported that the building located at 304 East Third Street is owned by the City of Grand Island and leased to the Senior Citizens Industries, Inc. Terms of the lease are on a year to year basis with the City responsible for the maintenance of the building's exterior, parking lot, HVAC, plumbing, and electrical systems. Senior Citizens Industries, Inc. is responsible for the regular day to day maintenance of the building. One hundred thousand dollars annually is appropriated from the City for necessary repair and maintenance.

Motion by Haase, second by Minton to approve Resolution #2014-319. Upon roll call vote, all voted aye. Motion adopted.

#2014-307 - Consideration of Council President Haase's Request the Council Override the Mayor's Veto for Assessments for Water Main District 458T, Platte Valley Industrial Park - East.

#2014-308 - Consideration of Council President Haase's Request the Council Override the Mayor's Veto for Assessments for Sanitary Sewer District 527T; Platte Valley Industrial Park- East.

Motion by Haase, second by Gilbert to approve overriding the Mayor's veto of Resolution #2014-307 & #2014-308. Upon roll call vote, all voted aye. Motion adopted.

#2014-309 - Consideration of Approving Agreement with the Clean Community Systems. City Attorney Robert Sivick reported that the 2014-2015 annual budget appropriated \$20,000 to the Grand Island Area Clean Community System. This agreement was needed to specify the obligations of each party and payment terms.

Patsy Steenson, 616 Pheasant Place, a Board member with the Clean Community Systems, spoke on behalf of the organization.

Motion by Donaldson, second by Mann to approve Resolution #2014-309. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek introduced Community Youth Council member Mitzy Matul-Diaz, a sophomore from Northwest High School and Danna Burchess who is in her second year as a CYC board member.

PAYMENT OF CLAIMS:

Motion by Gericke, second by Nickerson to approve the Claims for the period of September 24, 2014 through October 14, 2014, for a total amount of \$5,881,539.17. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 8:30 p.m.

Nicki Stoltenberg
Assistant to the City Administrator



City of Grand Island

Tuesday, October 28, 2014

Council Session

Item G-2

Approving Appointment of Jeremiah Krantz to the Downtown Business Improvement District 2013 Board

Mayor Vavricek has submitted the appointment of Jeremiah Krantz to the Downtown Business Improvement District 2013 board to replace Brent Lindner. This appointment will become effective immediately upon approval by the City Council and will expire on September 30, 2018.

Staff Contact: Mayor Jay Vavricek



City of Grand Island

Tuesday, October 28, 2014

Council Session

Item G-3

Approving Appointment of Glenn Wilson to the Community Redevelopment Authority

Mayor Vavricek has submitted the appointment of Glenn Wilson to the Community Redevelopment Authority to replace Glen Murray. This appointment will become effective immediately upon approval by the City Council and will expire on September 30, 2019.

Staff Contact: Mayor Jay Vavricek



City of Grand Island

Tuesday, October 28, 2014

Council Session

Item G-4

Approving Re-Appointments of Ray O'Connor and Tom O'Neill and Appointments of Ken Staab and Gail Yenny to the Citizens Advisory Review Committee

Mayor Vavricek has submitted the re-appointments of Ray O'Connor and Tom O'Neill to the Citizens Advisory Review Committee. Also submitted are appointments of Ken Staab and Gail Yenny to replace Bruce Lux and Lisa Willman. These appointments will become effective immediately upon approval by the City Council and will expire on September 30, 2016.

Staff Contact: Mayor Jay Vavricek



City of Grand Island

Tuesday, October 28, 2014

Council Session

Item G-5

#2014-320 - Approving the Purchase of Data 911 Mobile Video Systems for the Police Department

Staff Contact: Steven Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: October 28, 2014

Subject: Purchase of Police Mobile Video System

Item #'s: G-5

Presenter(s): Steven Lamken, Police Chief

Background

The Police Department mobile video equipment being used in our Patrol fleet is dated and in need of replacement. The Department is experiencing more problems with the current mobile video systems. The Department is proposing to purchase fifteen (15) new mobile video systems, fifteen (15) sync bases and a five year support and maintenance contract for all thirty (30) of the department's mobile video systems from Data 911 for a total cost of \$87,210.00. The fifteen new systems would replace one half of the current systems in use.

The Police Department uses Data 911 mobile video equipment. The Council made Data 911 a sole source vendor for mobile data equipment in 2007. The Police Department has looked at other mobile video systems in preparation for replacing our current equipment. We recommend that the Data 911 equipment be purchased under the sole source resolution.

Discussion

The Police Department has been using Data 911 mobile video systems in our patrol fleet for several years. The equipment has become dated and needs to be replaced. We are experiencing more problems with the older equipment in use. The Department has planned for this update for the past two years. It is our intent to phase in the purchase of new mobile video systems over two fiscal years.

Our current vendor, Data 911 was declared a sole source vendor for mobile video equipment by Council action in 2007. Copy of Resolution 2007-45 is attached. The Department has been satisfied with Data 911. The Department did research possible alternative vendors for the replacement of our current equipment and recommends that we continue to use Data 911 as our sole source vendor. Our reasons for this are:

The Data 911 Verus Solo System Two Camera system with the trade in allowance for our current video system is \$3,995.00 per unit. This cost is comparable to or less than the cost of other vendor systems we reviewed.

Data 911 has provided excellent technical support throughout the years we have used them as a vendor. The Department field tested a mobile video unit similar in price as the Data 911 unit. This is the system that was comparable in price to the Data 911 system. We experienced multiple technical problems with the unit. Our Evidence Unit staff and our City IT support staff made several requests for technical support to the vendor of this unit. Neither the IT staff nor our staff received a response to any request for over four weeks and the unit continued to have significant problems throughout the test period.

The system and equipment for archiving and retrieving video from the new Data 911 systems is compatible with our current equipment and software. We will not need to do anything or incur additional costs to this video evidence system to use the new Data 911 units. We experienced serious problems with the downloading of video from the patrol car into our system and problems with retrieving video from the archived database from the other vendor's unit we field tested. We received no response to requests for technical support regarding these problems.

Our Evidence Unit Technician and the City IT support staff are familiar with the Data 911 system and software. The system is highly reliable and efficient. Both our Evidence Unit and City IT staff support remaining with the Data 911 system.

The Department is proposing to purchase fifteen VXS12002 Verus Solo Systems from Data 911 for \$5,995.00 per unit with a trade in allowance of \$2000.00 each for fifteen of our older Data 911 units for final cost of \$3995.00 per unit or \$59,925.00 total. The Department will also need to purchase fifteen VXA1002 Verus Wired Remote Sync Bases for the fifteen mobile video units. The VXA1002 Sync bases are \$30.00 each for a total cost of \$450.00. The sync bases are required because we use multiple microphone/transmitters that are not dedicated to any specific unit. Shipping is \$585.00 for the new units.

We are also recommending purchasing a five year support and maintenance contract for our Data 911 mobile video system, the software and all of the units in the Patrol fleet. This is a renewal of a maintenance contract we have on our current equipment and software. The cost for the maintenance agreement is \$875.00 per unit. The total cost of the five year support and maintenance agreement is \$26,250.00 for the thirty units in our fleet. The purchase of the support and maintenance agreement also extends the \$2000 per unit trade in agreement on our current units beyond this year. The maintenance agreement will transfer to the new mobile units as they are put into service.

The total cost of the Data 911 contract is \$87,210.00. This includes:

\$ 59,925.00	purchase of fifteen new VXS12002 Verus Solo Systems
\$ 450.00	purchase of fifteen VXA11002 Verus Wired Remote Sync Bases
\$ 26,250.00	purchase of a 5 year support and maintenance renewal contract on the Data 911 system and 30 mobile video units.
<u>\$ 585.00</u>	Shipping
 \$ 87,210.00	 Total

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 contract with Data 911 for the purchase of fifteen VXS12002 Verus Solo Systems, fifteen VXA11002 Verus Wired Remote Sync Bases, a renewal of a five year support and maintenance contract on all mobile video units and the Data 911 system and shipping for a cost of \$87,210.00

Sample Motion

Move to approve the contract with Data 911 for the purchase of fifteen VXS12002 Verus Solo Systems, fifteen VXA11002 Verus Wired Remote Sync Bases, a renewal of a five year support and maintenance contract on all mobile video units and the Data 911 system and shipping for a cost of \$87,210.00



2021 Challenger Dr.
Alameda, Ca. 94501

Quote Number:	102112
Printed Date:	24 Sep 2014
Ship Method:	
Assigned To:	Lisa Dunn

Invoice to:

Robert Falldorf
Grand Island Police Dept (NE)
111 Public Safety Drive, PO Box 1968
Grand Island NE 68802
United States

Deliver to:

Robert Falldorf
Grand Island Police Dept (NE)
United States

Qty	Part Number	Item Description	Unit Price	Ext Price
15.00	VXS12002	Verus Solo System; Standard Two Camera Package, 900Mhz Wireless Mic, Wired Mic, 36 Month Warranty	\$5,995.0000	\$89,925.00
15	VXA11002	Verus, Wired Remote Sync Base For Transmitter	\$30.0000	\$450.00
15.00	CR99999	Special Package Discount - Trade in on Data911 MDV System	\$-2,000.0000	\$-30,000.00
15.00	SH00005	Shipping - For Product: Video System - Method: Ground	\$39.0000	\$585.00
30.00	ZZ99999	5 Year Support & Maintenance Renewal for Data911 In-Vehicle Digital Video Software (Per Vehicle)	\$875.0000	\$26,250.00

Subtotal **\$87,210.00**

Not rated @ 0% \$0.00

Total **\$87,210.00**

Paid to date \$0.00

Remit Purchase Order To:

Data911

2021 Challenger Dr.

Alameda, Ca. 94501

sales@data911.com

F: (510) 865-9090

Pricing subject to prepayment or credit approval

RESOLUTION 2007-45

WHEREAS, the Grand Island Police Department fleet vehicles are equipped with mobile data and digital video systems; and

WHEREAS, the City of Grand Island invited bids for four additional mobile data and digital video systems in accordance with bid specifications on file with the Grand Island Police Department; and

WHEREAS, on February 9, 2007, one bid was received from Data911 Mobile Computer Systems of Chesterfield, Missouri; and

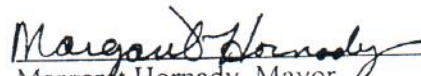
WHEREAS, Data911 Systems is the manufacturer of the Data911 mobile data and digital video systems; and

WHEREAS, to streamline the process for future purchases of mobile data and digital video systems, it is requested that Data911 Mobile Computer Systems be designated as the sole source provider for such repair work; and


WHEREAS, that the bid of Data911 Mobile Computer Systems, of Chesterfield, Missouri, in the amount of \$40,856.16 for the purchase of four mobile data systems and mobile digital video systems is hereby approved as the lowest responsible bid.


NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Data911 Mobile Computer Systems, of Chesterfield, Missouri is hereby designated as the sole source provider for the future purchaser of mobile data systems and mobile digital video systems for the Grand Island Police Department.

Adopted by the City Council of the City of Grand Island, Nebraska, February 27, 2007.


Margaret Hornady, Mayor

Attest:


RaNae Edwards, City Clerk

Approved as to Form	<input checked="" type="checkbox"/>	
February 26, 2007	<input checked="" type="checkbox"/>	City Attorney

Mobile Video Systems Vendor Costs

Digital Ally -	\$3995 per unit.	State contract price. Digital Ally is the unit we field tested. We experienced multiple issues and could not get technical support.
Watchguard -	\$4995 per unit.	Review committee liked Data 911 better than this system.
L3 Digital Video System -	\$5500 per unit.	Review committee liked Data 911 better than this system.

RESOLUTION 2014-320

WHEREAS, the Police Department needs to upgrade their mobile video equipment in the Patrol fleet vehicles; and

WHEREAS, Data 911 was designated as a sole source vendor for such equipment under Resolution 2007-45 by the City Council; and

WHEREAS, the Data 911 Verus Solo standard two camera system with trade in of our current mobile video systems is the same price as the lowest priced competitive vendor; and

WHEREAS, Data 911 mobile video equipment has been reliable, and is compatible with the Police Department's archiving and evidence retrieval software and hardware; and

WHEREAS, the Police Department has received prompt and reliable technical support from Data 911 for several years.

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

to approve the contract with Data 911 for the purchase of fifteen VXS12002 Verus Solo Systems, fifteen VXA11002 Verus Wired Remote Sync Bases, a renewal of a five year support and maintenance contract on all mobile video units and the Data 911 system and shipping for a cost of \$87,210.00

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 28, 2014

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 24, 2014	☐ City Attorney



City of Grand Island

Tuesday, October 28, 2014

Council Session

Item G-6

#2014-321 - Approving Acquisition of Utility Easement - 924 Claude Road (Buehler Properties, LLC)

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

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2014-321

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

WHEREAS, a public hearing was held on October 28, 2014, for the purpose of discussing the proposed acquisition of a twenty foot wide easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Beginning at the Southeast corner of Lot Fourteen (14), Farrall Subdivision, in the City of Grand Island, Hall County, Nebraska; thence along the south line of said Lot Fourteen (14), on an assumed bearing of S88°49'02"W, a distance of ten (10.0) feet; thence N0°58'00"W, a distance of seventy eight and ninety one hundredths (78.91) feet; thence N30°52'20"W, a distance of forty nine (49.0) feet; thence N88°49'02"E, a distance of thirty four and forty three hundredths (34.43) feet to a point on the East line of said Lot Fourteen (14); thence along the east line of said Lot Fourteen (14) on a bearing of S0°58'00"E, a distance of one hundred twenty one and forty seven hundredths (121.47) feet to the Southwest corner of said Lot Fourteen (14) being the said Point of Beginning.

The above-described easement and right-of-way tracts containing a combined total of 0.04 acres, more or less, as shown on the plat dated 10/2/2014, marked Exhibit "A" attached hereto and incorporated herein by reference.

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

- - -

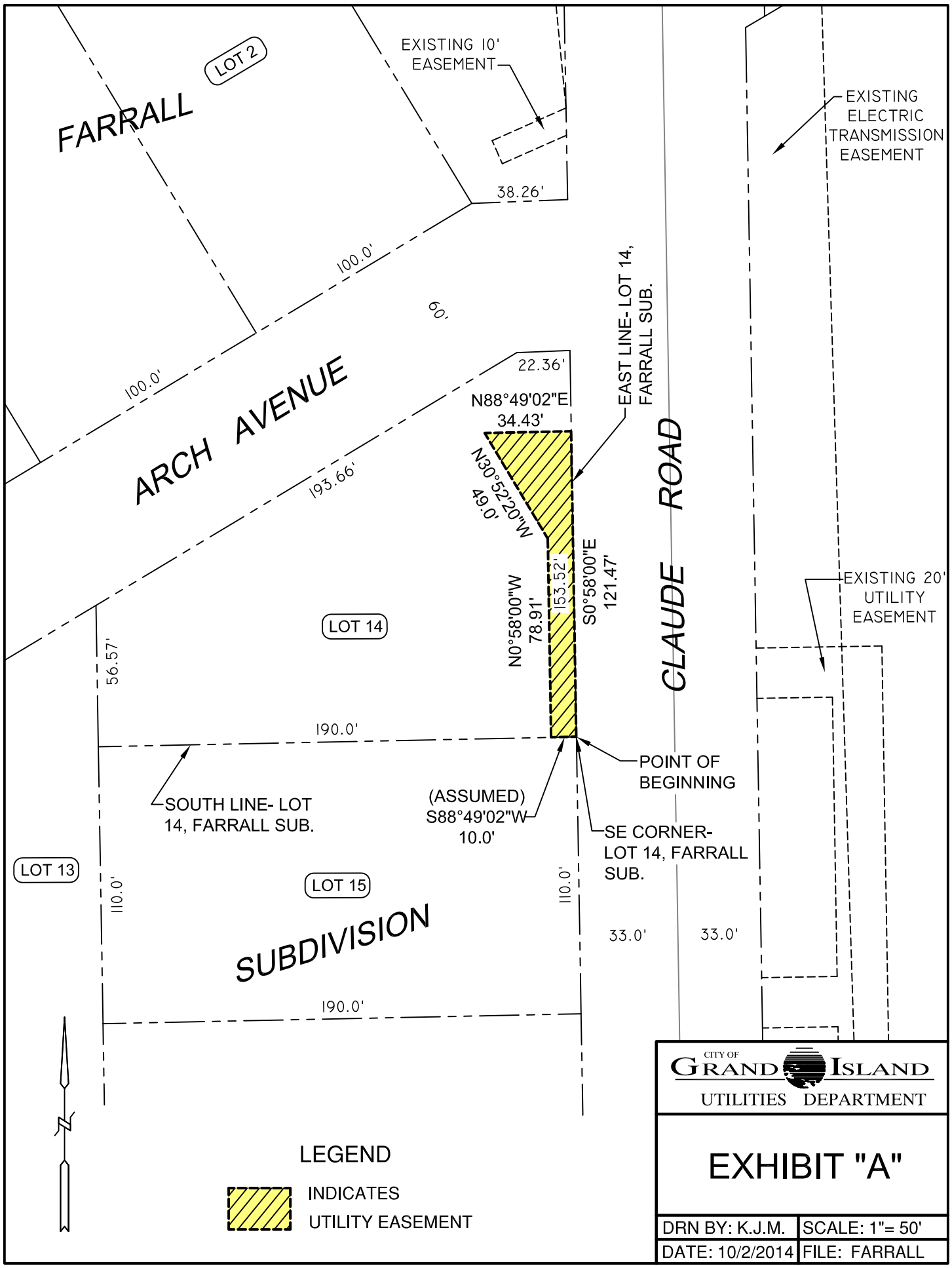
Adopted by the City Council of the City of Grand Island, Nebraska October 28, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 24, 2014	☐ City Attorney





City of Grand Island

Tuesday, October 28, 2014

Council Session

Item G-7

#2014-322 - Approving Bid Award - 2015 Complete Unit with Telescopic Aerial Platform and Chassis (Bucket Truck) for Platte Generating Station

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting Date: October 28, 2014

Subject: 2015 Complete Unit with Telescopic Aerial Platform and Chassis (Bucket Truck) for Platte Generating Station

Item #'s: G-7

Presenter(s): Timothy G. Luchsinger, Utilities Director

Background

The Production Division of the Utilities Department uses a bucket truck for servicing equipment at the Platte Generating Station, Burdick Station, and the Wellfield. The existing vehicle has been in use since 1999 and is in need of replacement. The new unit will restore reliability as this is the only bucket truck in the Production Division's fleet.

Discussion

The specifications for the 2015 Complete Unit with Telescopic Aerial Platform and Chassis (Bucket Truck) was advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on October 7, 2014. The engineer's estimate for this project was \$160,000.00.

Bidder	Bid Price
Altec Elizabethtown, KY	\$ 104,217.00
Truck Equipment, Inc. Des Moines, IA	\$ 108,405.00
Equipment Technology, LLC Oklahoma City, OK	\$ 108,741.25

The low bid from Altec had no significant exceptions to the bid and is the lowest responsive bidder for the replacement unit.

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 Council award the bid for the 2015 Complete Unit with Telescopic Aerial Platform and Chassis (Bucket Truck) to Altec of Elizabethtown, Kentucky, as the low responsive bidder, with the bid in the amount of \$104,217.00.

Sample Motion

Move to approve the bid in the amount of \$104,217.00 from Altec, for the 2015 Complete Unit with Telescopic Aerial Platform and Chassis (Bucket Truck) for use at Platte Generating Station.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: October 7, 2014 at 2:00 p.m.

FOR: 2015 Complete Unit w/Telescopic Aerial Platform &
Chassis (Bucket Truck)

DEPARTMENT: Utilities

ESTIMATE: \$160,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: September 13, 2014

NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder:	<u>Altec</u>	<u>Truck Equipment, Inc.</u>
	Elizabethtown, KY	Des Moines, IA
Exceptions:	Noted	Noted
Bid Price:		
Truck:	\$38,403.00	\$39,281.00
Aerial Lift/Utility Body:	<u>\$65,814.00</u>	<u>\$69,124.00</u>
Total Base Bid:	\$104,217.00	\$108,405.00
Alternate Bid:	N/A	N/A

Bidder:	<u>Equipment Technology LLC</u>
	Oklahoma City, OK
Exceptions:	Noted
Bid Price:	
Truck:	\$38,046.00
Aerial Lift/Utility Body:	<u>\$70,695.25</u>
Total Base Bid:	\$108,741.25
Alternate Bid:	\$-2,556.00

cc: Tim Luchsinger, Utilities Director
Mary Lou Brown, City Administrator
Stacy Nonhoff, Purchasing Agent
Karen Nagel, Utilities Secretary

Bob Smith, Assist. Utilities Director
Jaye Monter, Finance Director
Pat Gericke, Utilities Admin. Assist.
Ryan Schmitz, Utilities Production Eng.

P1767

RESOLUTION 2014-322

WHEREAS, the City of Grand Island invited sealed bids for a 2015 Complete Unit with Telescopic Aerial Platform and Chassis (Bucket Truck) for the Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on October 7, 2014, bids were received, opened and reviewed; and

WHEREAS, Altec of Elizabethtown, Kentucky, 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 \$104,217.00; and

WHEREAS, the bid of Altec, is less than the estimate for a 2015 Complete Unit with Telescopic Aerial Platform and Chassis (Bucket Truck).

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Altec, in the amount of \$104,217.00, for a 2015 Complete Unit with Telescopic Aerial Platform and Chassis (Bucket Truck), is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 28, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 24, 2014	☐ City Attorney



City of Grand Island

Tuesday, October 28, 2014

Council Session

Item G-8

**#2014-323 - Approving Change Order #2 with IES for
Construction of Substation J**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting Date: October 28, 2014

Subject: Substation J Construction - Change Order #2

Item #'s: G-8

Presenter(s): Timothy Luchsinger, Utilities Director

Background

On September 24, 2013, City Council approved the construction of a new electrical substation located in the northwest corner of the Platte Generation Station property. The substation was recommended in order to reliably serve the expanding load along the Platte Valley Industrial Park and the Highway 281 corridor. Construction is nearly complete with the substation expected to go into service in November.

Discussion

Due to the separation of the control building and relay panels from the construction contract, some labor and material quantities were unknown when contracts were originally awarded. All additions to date have been included. The total for this change order is \$74,889.00 and increases the contract by approximately 7% to \$2,645,567.38. In addition, due to delays in building and panel delivery, an extension of the original contract deadline of September 1, 2014 to November 28, 2014 is requested.

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 Council approve Change Order #2 to the Contract for Substation J Construction to IES Industrial, Inc., in the amount of \$74,889.00, for a final contract amount of \$2,645,567.38 and a contract deadline of November 28, 2014.

Sample Motion

Move to approve Change Order #2 for Substation J Construction to IES Industrial, Inc., in the amount of \$74,889.00, for a final contract amount of \$2,645,567.38 and a contract deadline of November 28, 2014.

Substation J Construction

Comments: Changes due to as-built cable lengths and types

Contract: IES Commercial, Inc.

\$2,472,834.38

<u>Change Order Request</u>	<u>Description</u>	<u>Amount</u>
001	Unit Q1 4/0 Cu Grnd. Bid Quantity, 10,000', rev est. qty, 12,850'(UP \$6.94)	\$ 19,779.00
002	Unit K5 2/C #12 Bid Quantity, 6,000', rev est. qty, 6,300'(UP\$1.97)	\$ 591.00
003	Unit K7 3/C #10 Bid Quantity, 6,000', rev est. qty, 7,800'(UP\$2.30)	\$ 4,140.00
004	Unit K8 3/C #6 Bid Quantity, 600', rev est. qty, 750'(UP\$4.30)	\$ 645.00
005	Unit K9 3/C #1/0 Bid Quantity, 350', rev est. qty, 0'(UP\$19.38)	\$ (6,783.00)
006	Unit K9 3/C #1/0 Bid Quantity, 0', rev est. qty, 500'(UP10.20)	\$ 5,100.00
007	Unit K10 4/C #10 Bid Quantity ,15,000', rev est. qty, 23,800'(UP\$2.63)	\$ 23,114.00
008	Unit K? 12/C #12 Bid Quantity, 00', rev est. qty, 10,860'(UP\$4.65)	\$ 50,499.00
009	Unit K11 7/C #12 Bid Quantity, 6500', rev est. qty, 0'(UP\$2.92)	\$ (18,980.00)
010	Unit K13 12Pair Bid Quantity, 300', rev est. qty, 0'(UP\$3.38)	\$ (1,014.00)
011	Unit K14 6 pair Bid Quantity, 300', rev est. qty, 0'(UP\$2.46)	\$ (738.00)
012	Unit K15 4/C #18 Bid Quantity, 3000', rev est. qty, 0'(UP\$2.05)	\$ (6,150.00)
013	Unit A18 PLK 4 hole pad Bid Quantity, 45, rev est. qty, 48(UP\$641.00)	\$ 1,923.00
014	Unit A18.1 PLK 4 hole pad Bid Quantity, 18, rev est. qty, 21(UP\$202.00)	\$ 606.00
015	Unit A19 2 cable 500MCM Bid Quantity, 126, rev est. qty, 132(UP\$196.00)	\$ 1,176.00
017	Unit A30 3 cable 500MCM Bid Quantity, 12, rev est. qty, 24(UP\$231.00)	\$ 2,772.00
018	Unit A35 500 MCM cable Bid Quantity, 300 rev est. qty, 600(UP\$41.09)	\$ 12,327.00
019	Unit A36 266 MCM cable Bid Quantity,1700 rev est. qty, 800(UP\$2.07)	\$ (1,863.00)
020	Unit K2A 4' Flex Bid Quantity, 400', rev est. qty,250'(UP\$81.70)	\$ (12,255.00)
021		
023		
024		
028		
029		
030		
	Total	\$ 74,889.00



*Working Together for a
Better Tomorrow. Today.*

TO: IES Commercial Inc.
120 South Lincoln St.
PO Box 27
Holdredge, NE 68949

PROJECT: Contract for "Substation J Construction"

You are hereby directed to make the following change in your contract:

1 Additional payment per the attached spreadsheet.

ADDITION \$74,889.00

The original Contract Sum	<u>\$2,472,834.38</u>
Previous Change Order Amounts	<u>\$ 97,844.00</u>
The Contract Sum is increased by this Change Order	<u>\$ 74,889.00</u>
The Contract Sum is decreased by this Change Order	<u>\$</u>
The total modified Contract Sum to date	<u>\$ 2,645,567.38</u>

**THE COMPLETION DEADLINE FOR THIS PROJECT HAS BEEN EXTENDED
FROM SEPTEMBER 1, 2014 TO NOVEMBER 28, 2014.**

Approval and acceptance of this Change Order acknowledges understanding and agreement that the cost and time adjustments included represent the complete values arising out of and/or incidental to the work described therein.

APPROVED: CITY OF GRAND ISLAND

By: _____

Date _____

Attest: _____

Approved as to Form, City Attorney

ACCEPTED: IES COMMERCIAL, INC.

By: _____

Date _____

RESOLUTION 2014-323

WHEREAS, IES Commercial, Inc., of Holdrege, Nebraska was awarded the contract for construction of Substation J, at the September 24, 2013 City Council meeting; and

WHEREAS, during construction, several minor changes were made to improve the design and correct minor deficiencies; and because of these changes, the completion deadline has been extended from September 1, 2014 to November 28, 2014; and

WHEREAS, due to the separation of the control building and relay panels from the construction contract, some labor and material quantities were unknown when contracts were originally awarded; and

WHEREAS, Change Order #2 was prepared for a contract adjustment of an increase in the amount of \$74,889.00, resulting in a final contract amount to date of \$2,654,567.38, and a completion deadline of November 28, 2014.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #2 with IES Commercial, Inc., of Holdrege, Nebraska, resulting in an increased cost of \$74,889.00, for a final contract price to date of \$2,645,567.38, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 28, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 24, 2014	☐ City Attorney



City of Grand Island

Tuesday, October 28, 2014

Council Session

Item G-9

**#2014-324 - Approving Contract Extension to September 30, 2015
with Paramount Linen and Uniform Rental for Uniform Rental for
Utilities and Public Works Departments**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
John Collins, Public Works Director
Stacy Nonhof, Assistant City Attorney

Meeting: October 28, 2014

Subject: Uniform Rental Utilities/Public Works Employees

Item #'s: G-9

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Several divisions within the Utilities and Public Works Department utilize a rental agreement in order to provide standard uniforms for their employees, subject to reimbursement provisions of their bargaining unit contracts. Employees that are required to wear fire resistant (FR) clothing may also rent this clothing in accordance to the allowance provisions of their contracts.

Discussion

The current agreement with Paramount Linen and Uniform has been in place since January 1, 2012, and will expire on December 31, 2014. Because the protective clothing allowances now included in the bargaining unit contracts are based on the October fiscal year, it was proposed to Paramount to extend the current contract to September 30, 2015 at the same pricing, which will allow subsequent contracts to be awarded on a fiscal year basis.

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 extend the contract for Uniform Rental Services until September 30, 2015, with Paramount Linen and Uniform of Kearney, Nebraska.

Sample Motion

Move to approve the extension for Uniform Rental Services until September 30, 2015, with Paramount Linen and Uniform of Kearney, Nebraska.

SERVICE & RENTAL AGREEMENT

[illegible]

Name emblems _____ Company emblems _____ (Minimum Delivery: \$ _____ per _____) Installation Date _____

TERM - This Agreement shall be in effect for 260 consecutive weeks from the date of first delivery. The agreement shall automatically be renewed for successive 52 week terms unless either party gives the other written notice of termination at least 90 days before the end of any such term. No vacation or illness credits are provided for under this Agreement.

BASIC OBLIGATIONS - Paramount Linen (hereinafter called the Supplier) agrees to rent to the undersigned Customer, and the Customer agrees to rent from the Supplier, now and in the future, all of the customer's requirements for linens, uniforms, and mats & mops.

LOSSES -All listed and added items will be cleaned and maintained by the Supplier. Any item becoming unserviceable through normal wear and tear will be replaced by the Supplier at no charge. Customer agrees to pay replacement value as stated above for any items lost or damaged, except through normal wear and tear, during this agreement. All items missing at the termination of this agreement by the customer will be paid for by the customer at the stated replacement rate. Customer shall return or pay for all items as if new to the Supplier upon termination of this Agreement. Unless otherwise noted, linen rental pricing is based on a minimum billing quantity equal to 45% of the assigned inventory.

LIQUIDATED DAMAGES - In the event that the Customer cancels this Agreement for reasons other than SERVICE GUARANTEE, the parties recognize that the Supplier will suffer damages which cannot be accurately calculated, and for this reason the Customer agrees to pay, as liquidated damages, as agreed to by both parties, 50% of the weekly service charges, based on the preceeding 12 week average, for the unexpired term of this Agreement.

PAYMENT/CHARGE TERMS: NET 30 DAYS FROM INVOICE DATE - C.O.D. or Charge as approved by Paramount Linen and Uniform Credit Department. All past due accounts will be charged a finance charge of 1.5% per month, or \$3.00 a month, whichever is greater. Charge customers with delivery invoice balances exceeding 90 days will be placed on C.O.D. or service suspended. ☐ C.O.D. or ☐ Charge

EXISTING AGREEMENTS - Customer warrants that he/she is free to enter into this Agreement and is not contractually obligated to obtain these items from any other party.

SUCCESSORS AND ASSIGNS - This Service & Rental Agreement shall be binding upon all successors of the business of the Customer. Supplier states that should the sale of any or all assets of his business occur, customer agrees to honor the full term of the agreement in place. Customer shall inform any successor of this Agreement.

PRICE CHANGE - Supplier guarantees prices for 1 year and may adjust charges annually, on the anniversary date, by the current Consumer Price Index, or 4%, whichever is higher. There is a one time garment make-up charge of \$1.00 per garment added to this agreement. Other price adjustments may occur based on economic factors.

AUTHORIZATION - Customer warrants authority to sign and execute this Agreement. Customer acknowledges that they received a fully signed copy.
Initial

HOLD HARMLESS - The supplier for all garments requested by the customer to act as protection from fire, acid, flammability, shock, or any other intended use for the garments requested. This includes 100% cotton, 100% spun poly, 65/35 garments, and all varieties of FR rated garments designed to protect against all hazardous materials. Wearer & Customer agrees to hold harmless from any damages, claims or expenses, including attorney fees from litigation, resulting in use or misuse of these products.

SERVICE GUARANTEE - IN THE EVENT THERE ARE SERVICE DEFICIENCIES WHICH THE CUSTOMER REPORTS TO THE SUPPLIER IN WRITING, AND SUCH DEFICIENCIES HAVE NOT BEEN CORRECTED IN THIRTY DAYS, THE CUSTOMER MAY TERMINATE THIS AGREEMENT. However, should Customer fail to provide written notice of unremedied service deficiencies to Supplier within 10 days following the 30-day period to correct reported deficiencies, the reported deficiencies shall be deemed waived or corrected and this Service and Rental Agreement shall remain in effect. All products remain the property of the Supplier and must be paid for or returned.

Paramount Linen and Uniform Rental

Customer Name City of Grand Island

By Anthony J. [Signature]

By _____

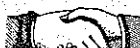
Title Req. Manager

Title _____ Date _____

Date 1/30/14

Address _____

(Authorized Agent)



RESOLUTION 2014-324

WHEREAS, the City of Grand Island entered into an Agreement for Uniform Rental on December 20, 2011 that offered yearly extension of the agreement, with Paramount Linen and Uniform of Kearney, Nebraska for the Utilities Department and Public Works Department; and

WHEREAS, the City of Grand Island and Paramount Linen and Uniform have agreed to an extension of the original agreement at the same pricing, to coincide with the City's Fiscal Year, ending September 30, 2015.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the extension of the Uniform Rental Agreement, until September 30, 2015, with Paramount Linen and Uniform of Kearney, Nebraska, for uniform rental services is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 28, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 24, 2014	☐ City Attorney



City of Grand Island

Tuesday, October 28, 2014

Council Session

Item G-10

#2014-325 - Approving Change Order #1 - Surface Prep and Painting of Island Oasis Water Park

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: October 28, 2014

Subject: Approve Change Order No. 1 to A1A Sandblasting of Cedar Rapids, Iowa for the Surface Prep and Painting of Island Oasis Water Park

Item #'s: G-10

Presenter(s): Todd McCoy, Parks and Recreation Director

Background

On September 23, 2014 City Council approved the contract with A1A Sandblasting of Cedar Rapids, IA to Surface Prep and Paint Island Oasis Water Park in the amount of \$47,300.00.

Discussion

As the project unfolded, A1A Sandblasting found that the paint was peeling away from the concrete more than originally anticipated in the zero depth area of the pool. Because of the peeling paint, A1A recommended a more aggressive surface prep than was listed in the original bid specifications. They recommended a “full” sandblasting of the area instead of a “brush” blast that was originally specified. The more aggressive surface preparation will increase the longevity of the paint. The additional surface preparation will increase the amount of the contract by \$4,000.00.



Alternatives

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

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

Recommendation

City Administration recommends that the City Council approve Change Order No. 1 for the Surface Prep and Painting of Island Oasis Water Park in the amount of \$4,000.00. Doing so will increase the total amount of the contract with A1A Sandblasting to \$51,300.00.

Sample Motion

Move to approve Change Order No. 1 to A1A Sandblasting of Cedar Rapids, Iowa for the Surface Prep and Painting of Island Oasis Water Park.



Working Together for a
Better Tomorrow, Today.

CHANGE ORDER #1

TO: A1A Sandblasting (Iowa)
3814 NE Nancy Jane Ln
Cedar Rapids, IA 52402

PROJECT: Surface prep and painting of Island Oasis Water Park

You are hereby directed to make the following change in your contract.

1. additional surface preparation and sandblasting of the zero depth area increase \$4,000.00

The original Contract Sum \$ 47,300.00

Previous Change Order Amount \$ 0.00

The Contract Sum is increased by this Change Order \$ 4,000.00

The total modified Contract Sum to date \$ 51,300.00

The Contract Time is unchanged.

Approval and acceptance of this Change Order acknowledges understanding and agreement that the cost and time adjustments included represent the complete values arising out of and/or incidental to the work described herein. Additional claims will not be considered.

APPROVED: CITY OF GRAND ISLAND

By _____ Date _____
Mayor

Attest _____

Approved as to Form, City Attorney

ACCEPTED: A1A Sandblasting (Iowa)

By *m - D. J.* Date *Oct. /22/ 2014*

City Hall • 100 East First Street • Box 1968 • Grand Island, Nebraska 68802-1968
(308) 385-5444 ext. 290 • Fax: 385-5488

RESOLUTION 2014-325

WHEREAS, on September 23, 2014 by Resolution 2014-302, the City Council of the City of Grand Island approved an agreement with A1A Sandblasting (Iowa) from Cedar Rapids, Iowa, in the amount of \$47,300.00, for Surface Prep and Painting of Island Oasis Water Park; and

WHEREAS, additional surface preparation and sandblasting is needed in the zero depth area; and

WHEREAS, such modifications have been incorporated into Change Order No. 1; and

WHEREAS, the result of such modifications will increase the agreement by \$4,000.00 for a revised agreement amount of \$51,300.00.

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 A1A Sandblasting (Iowa) from Cedar Rapids, Iowa, to provide the modifications set out as follows:

Add - additional surface preparation and sandblasting of the zero depth area \$4,000.00

TOTAL: \$4,000.00

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 28, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 24, 2014	☐ City Attorney



City of Grand Island

Tuesday, October 28, 2014

Council Session

Item G-11

#2014-326 - Approving the Agreement with the National Joint Powers Alliance for Joint Material Purchases (Utilities Department)

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: October 28, 2014

Subject: National Joint Power Alliance

Item #'s: G-11

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Council amended the City's purchasing/procurement policy on May 28, 2013 to allow the use of cooperative purchasing agreements. The Utilities Department would like to utilize the National Joint Powers Alliance buying group to facilitate purchases including utility trucks, aerial devices, tree trimming equipment and other components. This group would be used as a budgeting tool and ultimately as a purchasing option. There is no cost to join the NJPA, there is no obligation to buy, and it is used by government and non-profit corporations to make purchases of specialty equipment. The NJPA utilizes the same process as the State bidding to ensure the lowest price to the end user.

Discussion

While there would be some overlap with the State of Nebraska contracts and other buying groups, there are commodities and equipment that are not available for some of the Department's needs or specifications, for example, digger derricks and aerial bucket trucks. The Department recommends that the Council approve membership by the City in the National Joint Powers Alliance as an authorized purchasing source.

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 membership by the City in the National Joint Powers Alliance as an authorized purchasing source.

Sample Motion

Move to approve membership by the City in the National Joint Powers Alliance as an authorized purchasing source.

**MEMBERSHIP AGREEMENT
PARTICIPATING MEMBER**



This Agreement, made and entered into this ____ day of _____, 20____, by and between National Joint Powers Alliance®, hereinafter referred to as "NJPA" and _____ hereinafter referred to as the "Applicant".

Witnesseth:

That for a good and valuable consideration of the premises, mutual terms, covenants, provisions, and conditions hereafter set forth, it is agreed by and between the parties as follows:

Whereas, the NJPA is created by Minnesota Statute §123A.21 (with membership further defined in M.S. §471.59) to serve cities, counties, towns, public or private schools, political subdivisions of Minnesota or another state, another state, any agency of the State of Minnesota or the United States including instrumentalities of a governmental unit and all non-profits; and

Whereas, NJPA's purpose as defined in M.S. §123A.21 is to assist in meeting specific needs of clients which could be better provided by NJPA than by the members themselves; and

Whereas, the NJPA Board of Directors has established the ability for an "Applicant" desiring to participate in NJPA contracts and procurement programs to become a Participating Member; and

Whereas, the NJPA Board of Directors has determined that Participating Members will have no financial or organizational liability to NJPA or to its organizational activities;

Now Therefore, it is hereby stipulated and agreed that the "Applicant" Agency desires to be a Participating Member of NJPA with contract purchasing benefits, in accordance with terms and conditions of the applicable contract(s), and that NJPA hereby grants said Membership to said "Applicant."

Term:

This continuing agreement shall remain in force or until either party elects to dissolve the Agreement by written notice.

THEREFORE, IN WITNESS THEREOF,

the parties hereto have executed this Agreement the day and year written above.

Member Name:

**National Joint Powers Alliance®
202 12th Street NE, P.O. Box 219
Staples, MN 56479**

By _____
AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

Its _____
TITLE

TITLE

DATE

DATE

Please indicate an address to which your membership materials may be delivered. Thank you.

ADDRESS

PHONE

EMAIL ADDRESS

ORGANIZATION TYPE

For membership questions contact:

Duff Erholtz
Phone: 218-894-5490
Fax: 218-894-3045
Email: duff.erholtz@njpacoop.org

7/18/2013

RESOLUTION 2014-326

WHEREAS, Council amended the City's Purchasing/Procurement Policy on May 28, 2013 to allow the use of cooperative purchasing agreements; and

WHEREAS, the Utilities Department would like to utilize the National Joint Powers Alliance Buying Group (NJPA) to facilitate purchases for the various divisions; and

WHEREAS, there is no cost to join the NJPA, there is no obligation to buy, and the NJPA utilizes the same process as the state bidding to ensure the lowest price to the end user.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that membership to the National Joint Powers Alliance is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 28, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 24, 2014	☐ City Attorney



City of Grand Island

Tuesday, October 28, 2014

Council Session

Item G-12

#2014-327 - Approving Acquisition of Public Utility Easement for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4 (Menard)

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

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

R E S O L U T I O N 2014-327

WHEREAS, a public utility easement is required by the City of Grand Island, from an affected property owner for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4, described as follows:

Tract No	Owner	Legal	Total
16	John R. Menard	THE NORTH 30.00 FEET OF LOT SIX (6), MENARD SECOND SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 7,039 SQUARE FEET OR 0.162 ACRES MORE OR LESS.	\$17,600.00
TOTAL			\$17,600.00

WHEREAS, an agreement for the public utility 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 public utility easement on the above described tract of land, in the amount of \$17,600.00.

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

- - -

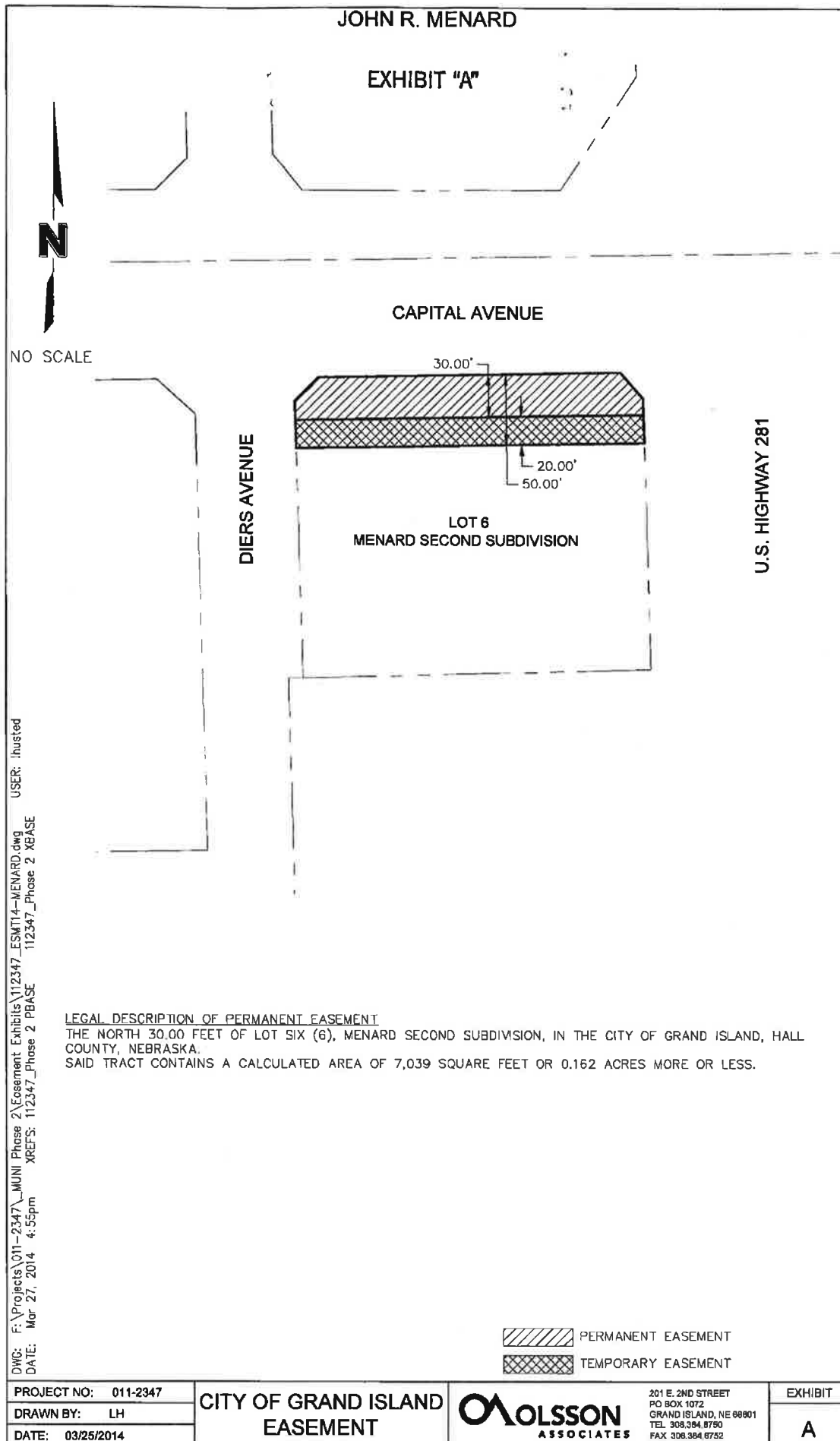
Adopted by the City Council of the City of Grand Island, Nebraska, October 28, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form <input type="checkbox"/> _____ October 24, 2014 <input type="checkbox"/> City Attorney





City of Grand Island

Tuesday, October 28, 2014

Council Session

Item G-13

#2014-328 - Approving Temporary Construction Easement for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4 (Menard)

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: October 28, 2014

Subject: Approving Temporary Construction Easement for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4 (Menard)

Item #'s: G-13

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

Background

Public Works Staff in conjunction with the design engineer, Black & Veatch of Kansas City, Missouri have developed a multi-year replacement plan for the City of Grand Island's large diameter gravity sanitary sewer interceptor network. The current planned interceptor, entitled the "North Interceptor" will 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.

The new North Interceptor route was developed to incorporate, and partner with other utilities for the Capital Avenue Widening Project, and the new Headworks Pumping Station Project at the Wastewater Treatment Plant. This project is funded by SRF Project No. C317867-01, however easements, legal fees & administrative costs are not reimbursable by these funds.

A phased approach of constructing the North Interceptor is as follows:

- Phase I - Wastewater Treatment Plant (WWTP) to 7th Street / Skypark Road
- Phase II (Part A) - 7th Street / Skypark Road to Broadwell Avenue
- Phase II (Part B) - Broadwell Avenue to Webb Road
- Phase II (Part C) - Webb Road to Diers Avenue (Lift Station No. 19)

A Temporary Construction easement from John R. Menard is necessary for Phase II, Part C of this project to be completed, which must be approved by City Council. A sketch is attached to show the temporary construction easement area.

This project is funded by the State Revolving Funds (SRF) Project #C317981-01.

Discussion

A temporary construction easement, in the amount of \$4,880.00, is needed from one property owner for Phase II, Part C to be constructed.

All documents have been signed and returned by the property owner. Authorization of the document and payment to the property owner of \$4,880.00 is contingent upon City Council approval.

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 Temporary Construction Easement Agreement between the City of Grand Island, Public Works Department and the affected property owner for North Interceptor Phase II, Part C; Sanitary Sewer Project No. 2013-S-4, in the amount of \$4,880.00.

Sample Motion

Move to approve the temporary construction easement.

RESOLUTION 2014-328

WHEREAS, a temporary construction easement is required by the City of Grand Island, from John R. Menard, in the North Interceptor Phase II, Part C; Sanitary Sewer Project No. 2013-S-4 project area:

THE SOUTH 20.00 FEET OF THE NORTH 50.00 FEET OF LOT SIX (6), MENARD SECOND SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 4,880 SQUARE FEET OR 0.112 ACRES MORE OR LESS.

WHEREAS, an Agreement for the Temporary Construction 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 Temporary Construction easement on the above described tract of land, in the amount of \$4,880.00.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 28, 2014.

Jay Vavricek, Mayor

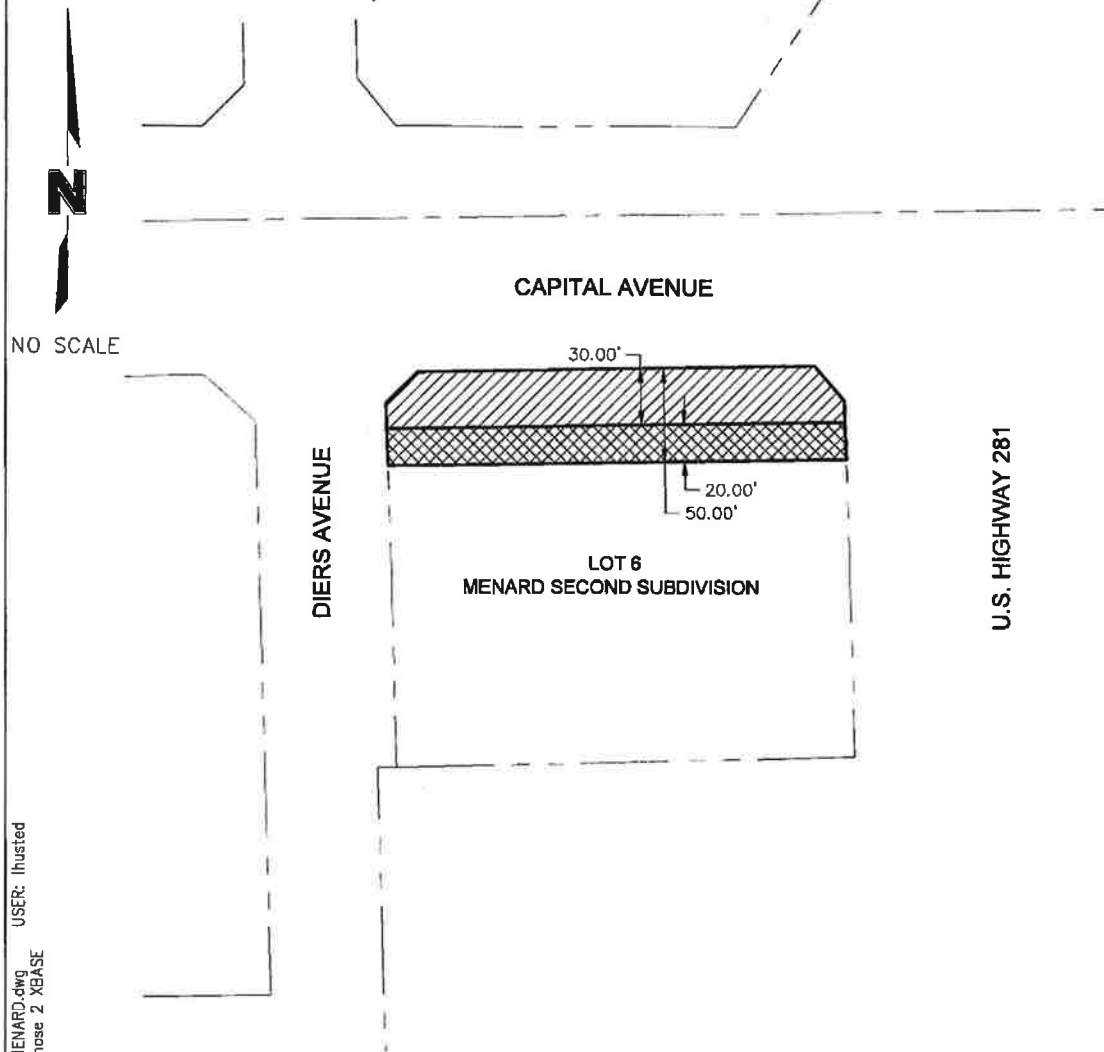
Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 24, 2014	☐ City Attorney

JOHN R. MENARD



EXHIBIT "A"



DWC: F:\Projects\011-2347\MUNI Phase 2\Easement Exhibits\112347_ESM114-MENARD.dwg USER: Ihusted
DATE: Mar 27, 2014 4:55pm XREFS: 112347_Phase 2 PBASE 112347_Phase 2 XBASE

LEGAL DESCRIPTION OF TEMPORARY EASEMENT

THE SOUTH 20.00 FEET OF THE NORTH 50.00 FEET OF LOT SIX (6), MENARD SECOND SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.
SAID TRACT CONTAINS A CALCULATED AREA OF 4,880 SQUARE FEET OR 0.112 ACRES MORE OR LESS.

 PERMANENT EASEMENT
 TEMPORARY EASEMENT

PROJECT NO: 011-2347	CITY OF GRAND ISLAND EASEMENT	 201 E. 2ND STREET PO BOX 1072 GRAND ISLAND, NE 68801 TEL 308.384.8750 FAX 308.384.8752	EXHIBIT
DRAWN BY: LH			A
DATE: 03/26/2014			



City of Grand Island

Tuesday, October 28, 2014

Council Session

Item G-14

#2014-329 - Approving Acquisition of Public Utility Easement in Rainbow Lake Sixth Subdivision (SSB Development, LLC)

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

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

RESOLUTION 2014-329

WHEREAS, a public utility easement is required by the City of Grand Island, from SSB Development, LLC in Rainbow Lake Sixth Subdivision, Hall County, Nebraska and more particularly described as follows:

THE SOUTH 15 FEET OF THE NORTH 35 FEET OF LOTS 1 THRU 9, RAINBOW LAKE SIXTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 14,125 SQUARE FEET OR 0.32 ACRES MORE OR LESS.

WHEREAS, an Agreement for the public utility 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 public utility easement on the above described tracts of land.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 28, 2014.

Jay Vavricek, Mayor

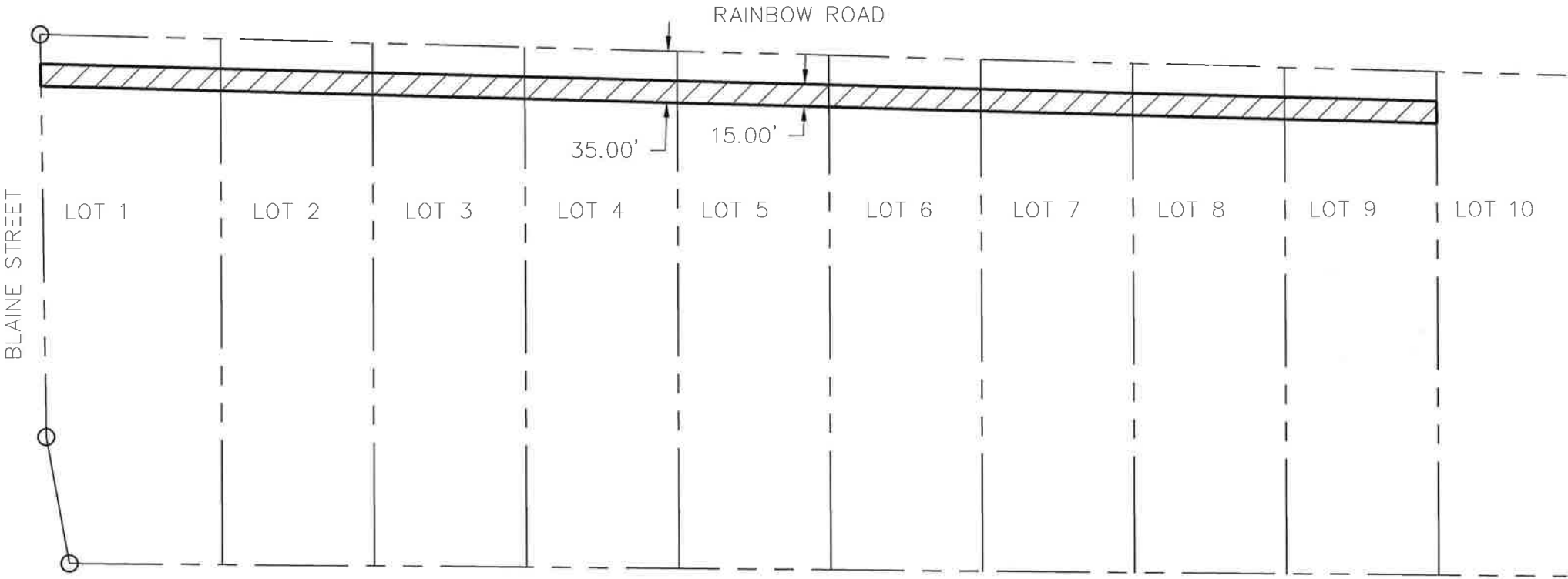
Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 24, 2014	☐ City Attorney

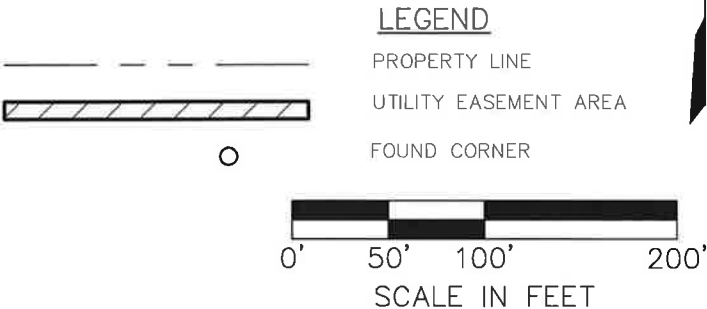
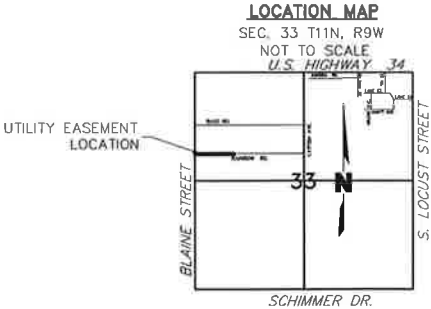
DWG: F:\projects\014-1038\SRV\Easements\0141038_15' Utility Easement.dwg USER: lwheeler
DATE: Sep 16, 2014 9:09am XREFS: 014-0580_XTOPO_STAKEOUT Rainbow Lake Sixth Sub Drainage Page 0141038_PBA

UTILITY EASEMENT
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA



UTILITY EASEMENT DESCRIPTION

THE SOUTH 15 FEET OF THE NORTH 35 FEET OF LOTS 1 THRU 9, RAINBOW LAKE SIXTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 14,125 SQUARE FEET OR 0.32 ACRES MORE OR LESS.



PROJECT NO: 2014-1038
DRAWN BY: LJW
DATE: 09/15/2014

RAINBOW LAKE UTILITY EASEMENT

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

EXHIBIT
1



City of Grand Island

Tuesday, October 28, 2014

Council Session

Item G-15

**#2014-330 - Approving Amendment No. 1 for Interlocal
Cooperative Agreement for Upper Prairie/Silver/Moores Flood
Control Project**

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: October 28, 2014

Subject: Approving Amendment No. 1 for Interlocal Cooperative Agreement for Upper Prairie/Silver/Moores Flood Control Project

Item #'s: G-15

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

Background

The City of Grand Island has a history of water related issues and much of the City is in the flood plain. In 1995 the City approached the Central Platte Natural Resources District (CPNRD) to request assistance with this issue. In 2005 the City and CPNRD entered into a partnership, with the CPNRD taking the lead and providing funds for this project.

Dating back to February 19, 1982 the City of Grand Island, CPNRD and Hall County have partnered together for the purpose of outlining areas of responsibility and cooperation in developing and carrying out a flood control plan for the Upper Prairie/Silver/Moores Creek drainage areas located in Hall County, Nebraska. This agreement is attached for reference.

A detailed hydrology study of Upper Prairie, Silver and Moores Creek, along with a feasibility study and preliminary design for Silver Creek and Upper Prairie Creek Flood Control were conducted in 2003, which projected a cost of \$15,264,216.00 to protect properties south of Highway 2 and east of Highway 281.

During a presentation to City Council on December 23, 2003 the predicted flood damage to this area was \$62.30 Million.

- Agricultural Land Impact \$ 2.77 Million
- Rural Residential Impact \$ 2.05 Million
- Urban Residential Impact \$30.12 Million
- Business Impact \$27.36 Million

On January 11, 2005 the Grand Island City Council approved Resolution No. 2005-15, which gave approval for the City to enter into an Interlocal Agreement with the CPNRD,

Hall County, and Merrick County (this agreement is attached for reference). Such resolution authorized City funding of 46.25% of the \$7.8 million, or \$360,750 each year for ten (10) years, for a total amount of \$3,607,500.00. Total project cost was estimated to be \$16,400,000.00 at this time.

Any amendments to an agreement must be approved by City Council.

Discussion

This project was delayed two (2) years due to the Army Corp of Engineers concerns that potential live ordinances may have been in the area. Over the course of the project costs have increased more than expected primarily because of the increase in cost of earthwork and land valuation. Approximately 580 structures are within the project area and projected damage reduction value of the project based on a possible 100-year storm event is estimated at \$130 million.

The project is approaching the ten (10) year, total City obligation of \$3,607,500.00 with an estimated 5 years remaining for completion and an additional expenditure of approximately \$2,929,800 from the City consisting of \$2,763,800 representing the 21.79% of the overall cost and \$166,000 for the Flood Study and Drainage Master Plan within the City of Grand Island. Total City contribution would be \$6,537,300.

In order for continued support by the City on the flood control project for the Upper Prairie/Silver/Moores Creek an amendment to the original agreement resolution obligating funds toward this project as required. Such amendment will add an additional funding obligation to the City of \$2,929,800, over an additional 5 year period. Such project total is estimated at \$29,000,000 with projected completion in 2020. The schedule is contingent upon receiving sufficient funds from the State and that the Corps of Engineers finishes their remediation by the end of 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 Amendment #1 to the Interlocal Agreement with Central Platte Natural Resources District, Hall County, and Merrick County for the Upper Prairie/Silver/Moores Creek Flood Control project.

Sample Motion

Move to approve.

COOPERATIVE AGREEMENT

BETWEEN

CENTRAL PLATTE NATURAL RESOURCES DISTRICT
CITY OF GRAND ISLAND
HALL COUNTY

This Cooperative Agreement has been entered into by and between the Central Platte Natural Resources District (hereinafter referred to as District), the City of Grand Island (hereinafter referred to as the City), and Hall County (hereinafter referred to as the County) for the purpose of outlining areas of responsibility and cooperation in developing and carrying out a flood control plan for the Prairie/Silver drainage areas located in Hall County, State of Nebraska.

PART I

It is Mutually Agreed:

(1) The Central Platte Natural Resources District shall be assigned the responsibility of administering, supervising and coordinating the planning effort and implementing the project.

(2) To assist the District in carrying out their coordination responsibilities, the cooperating agencies will establish an "advisory committee" composed of two representatives appointed by Central Platte Natural Resources District; two representatives appointed by the City of Grand Island; and two representatives appointed by Hall County.

(3) The function of the advisory committee is to provide input and make recommendations to the District on behalf of their represented agency in order to assist the District in carrying out its responsibilities.

(4) Additionally, the function of the individual members on the advisory committee is to provide coordination with their represented agency on the progress and direction of the planning effort and the project.

PART II

The District Will:

(1) Act as the "contracting agency" in the planning and implementation of the Prairie/Silver project.

(2) Budget funds in the ensuing fiscal years to help finance the land acquisition and construction of the project.

(3) Provide land rights and construction funds and/or service at the rate of thirty-three and one-third percent (33 1/3%) of the costs, provided however, such rate of participation shall be subject to review and adjustment by the District upon completion of the plan and prior to land acquisition and construction. Final rate of participation shall be subject to agreement by all parties and shall be set forth in an amendment to be attached to, and made a part of, this Cooperative Agreement.

(4) Secure the easements necessary to construct, maintain and operate the project.

PART III

The City of Grand Island will:

(1) Budget funds in the ensuing fiscal years to help finance the land acquisition and construction of the project.

(2) Further state that it is tentatively their intent to provide land rights and construction funds and/or services at the rate of thirty-three and one-third percent (33 1/3%) of the costs, provided however, such rate of participation shall be subject to review and adjustment by the City upon completion of the plan and prior to land acquisition and construction. Final rate of participation shall be subject to agreement by all parties and shall be set forth in an amendment to be attached to, and made a part of, this Cooperative Agreement.

(3) Provide the necessary inspection, maintenance and operation on that part of the project lying within the city limits of the City of Grand Island.

PART IV

Hall County will:

(1) Budget funds in the ensuing fiscal years to help finance the land acquisition and construction of the project.

(2) Further state that it is tentatively their intent to provide land rights and construction funds and/or services at the rate of thirty-three and one-third percent (33 1/3%) of the costs, provided however, such rate of participation shall be subject to review and adjustment by the Hall County Board upon completion of the plan and prior to land acquisition and construction. Final rate of participation shall be subject to agreement by all parties and shall be set forth in an amendment to be attached to, and made a part of, this Cooperative Agreement.

(3) Provide the necessary inspection, maintenance and operation on that part of the project lying outside the city limits of the City of Grand Island.

PART V

This Cooperative Agreement shall become effective upon approval of each of the groups and signature of the chairman or mayor of each of the parties hereto and will remain in effect forever unless amended or canceled upon the written consent of all of the parties.

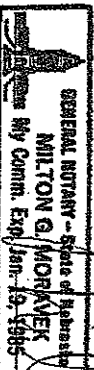
The signing of this agreement was authorized by a motion of the Central Platte Natural Resources District board of directors adopted at a meeting in Grand Island, in the State of Nebraska on Jan. 28, 1982.

CENTRAL PLATTE NATURAL RESOURCES DISTRICT
BY: John J. Jefferson
TITLE: Chairman

STATE OF NEBRASKA ss
COUNTY OF Hall

On this 28th day of January, 19 82 before me, a Notary Public in and for said County, personally appeared John J. Jefferson, Chairman of Central Platte Natural Resources District a person whose name is affixed to the above Agreement, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said _____.

WITNESS my hand and notarial seal the day and year last above written.



My Commission Expires 1-19-85.

The signing of this agreement was authorized by a motion of the
Grand Island City Council adopted at a meeting in Grand Island, in the State
of Nebraska on Feb 19-82, 1982.

CITY OF GRAND ISLAND

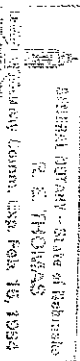
BY: Robert L. Kriz

TITLE: Mayor

STATE OF NEBRASKA
COUNTY OF Hall ss

On this 19th day of Feb, 1982
before me a Notary Public in and for said County, personally came
Robert L. Kriz, Mayor of CITY OF GRAND ISLAND
to me personally known to be such officer and the identical
execution thereof to be his voluntary act and deed as such officer and the
voluntary act and deed of said _____

WITNESS my hand and notarial seal the day and year last above
written.



My Commission Expires Feb 15, 1984

R. E. Prowess

The signing of this agreement was authorized by a motion of the
Hall County Board of Supervisors adopted at a meeting in Grand Island, in
the State of Nebraska on February 16, 1982.

HALL COUNTY BOARD OF SUPERVISORS

BY: Raymond Brown

TITLE: Chairman

STATE OF NEBRASKA
COUNTY OF Hall ss

On this 19th day of February, 1982
before me Milton G. Moravetz, day of February, 1982
came Raymond Brown, Chairman of Hall
County Board of Supervisors to me personally known to be such officer and the
identical person whose name is affixed to the above Agreement, and acknowledged
the execution thereof to be his voluntary act and deed as such officer and the
voluntary act and deed of said _____

WITNESS my hand and seal the day and year last above written.



My Commission Expires 1-19-83

Milton G. Moravetz

PRAIRIE/SILVER CREEK FLOOD CONTROL PROJECT SYNOPSIS

Upper Prairie, Silver and Moores Creek Detailed Hydrology Study, and Silver Creek and Upper Prairie Creek Flood Control Feasibility Study and Preliminary Design

The Central Platte NRD and City of Grand Island have completed a detailed analysis of the hydrology and 100-year floodplain in the upper parts of the Dry, Prairie, Silver, and Moores Creek watersheds south of Highway 2 and east of Hwy 281. Because of the widespread improvements to croplands and expanding development of urban property in the study area, the NRD and City are filing an application with the Nebraska Natural Resources Department for cost-sharing of a nine-year, \$15.25 million construction project to protect these properties. The project will also allow the City to petition FEMA to remove the northern parts of Grand Island from the regulatory floodplain, resulting in removal of the requirement for flood insurance for existing properties and elevating new developments.

As shown on the attached map, the proposed flood control project includes three P.L. 566-type floodwater retarding sites in upland areas of the Prairie Creek watershed southwest of Cairo, one upland detention site in the Dry Creek watershed, a series of small excavated floodwater detention sites in lowland areas along upper Prairie Creek, three excavated off-channel detention sites (somewhat like the Moores Creek "Super Cell") in the Silver Creek watershed, one low-level berm to prevent basin overflows from Silver Creek into Moores Creek, one 80-ft wide, 4,000-ft long floodway channel crossing Highway 2 from the north to divert excess flows from Dry and Prairie Creek, and a 50-ft wide, 8,000-ft floodway channel north of Highway 2 and the BNSF railroad to divert excess flows from Silver to the Moores Creek Floodway constructed in 1985. Other parts of the Prairie Creek channel are slated for clearing to improve their capacity.

It is presently anticipated that the construction would be phased over a nine to ten year period, starting with construction of the off-channel lowland sites in Silver Creek, and stepping through the rest of the facilities depending on their contribution to flood control.

The study shows that a 100-year flood would inundate 23,000 acres of lands south of Highway 2, producing crop damages of about \$3 million. Due to the flat terrain, a more frequent 10-yr flood would cause \$1.6 million in crop damages. In addition, the flood waters would collect along Highway 2 resulting in large quantities of water flowing east into developed and developing areas northwest and west Grand Island.

A near-100-yr storm occurred in the same area on June 13-15, 1967, inundating large areas of croplands. Since then, a large number of subdivisions and commercial developments have occurred west and north of Highway 281 in the floodprone area, and it is estimated that a repeat of the 1967 event would cause an estimated \$59 million in damages to urban property. Almost half of this damage would be to about 55 business

and commercial properties, with the rest occurring at about 1500 residences that are in harm's way. Because of the flat terrain, even a 10-yr flood would result in \$38 million of cropland and urban damages, inundating 15,000 acres of crops and causing damages to 1,200 homes and businesses.

An extremely feasible, \$15.25 million flood control plan has been developed that will protect almost 10,000 acres of croplands and put a stop to these overflows into urbanizing areas, eliminating all but \$3 million of the 100-yr, \$62 million total damages, and all but \$1.5 million of the 10-yr \$38 million damages. The Moores Creek project, constructed in the late 1980's, will benefit as well, because a regional flood in the Prairie and Silver Creek watersheds without this project would cause overflows from the west that would greatly exceed the design capacity of the Moores Creek floodway and detention cell system.

With regard to impact on the region, the project requires acquisition of or easements to 1,800 acres, most of which is dryland crops or pasture, excavation of 3,500 acre-ft of off-channel storage in lowland areas, construction of four upland floodwater detention dams and outlet works (three in the Prairie Creek uplands and one in the Dry Creek uplands), and installation or replacement of a few roadway culverts under Highway 2 and other county roads. About 500 acres of irrigated cropland will need to be acquired and a few relocations of residential properties will be required for purposes of constructing flood detention cells at strategic locations. The locations of all the facilities shown on the attached drawing are approximate, and will be resolved during the design phase, which can be initiated once the NRDF application is approved.

The Central Platte NRD is available to answer questions regarding the proposed project and schedule.

TABLE 4

TOTAL PROJECT COST

for

Upper Prairie, Silver and Moores Creek Detailed Hydrology Study, and Silver Creek and Upper Prairie Creek Flood
Control Feasibility Study and Preliminary Design PROJECT

	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Item Cost</u>	<u>Total</u>
<u>LAND AND DAMAGES</u>					
Easements	Ac.	464	\$1,250		\$580,562
Dryland	Ac.	868	\$1,500		\$1,302,000
Irrigated Cropland	Ac.	525	\$3,000		\$1,576,047
Relocation (Residential)	No.	0	\$150,000		\$0
(Utilities)	Lump Sum				
Subtotal					\$3,458,609
<u>CONSTRUCTION</u>					
Clearing and Grubbing	Ac.	416	\$1,112.53		\$463,032
Excavation	C.Y.	5,572,990	\$1.05		\$5,851,640
Liner Installation	C.Y.	1,297,117	\$1.05		\$1,361,973
Embankment (levees, spillways, dam)	C.Y.	259,027	\$0.10		\$25,903
Levee Surfacing (1' deep x 12' wide)	C.Y.	2,756	\$22.75		\$62,689
Asphalt (10" thick x 32' wide)	S.Y.	119	\$22.88		\$2,712
Seeding & Fencing	Ac.	443	\$515.75		\$228,624
Slope Protection	S.Y.	159,889	\$4.25		\$679,530
Corrugated Metal Pipe (CMP)	Linear Foot	1,075	\$28.58		\$30,724
CMP Appurtenances	Each	26		\$350	\$9,087
36" Slide Gate	Each	7		\$5,000	\$35,000
Concrete Box Culvert (6'X6')	Linear Foot	354	\$135.00		\$47,790
Riprap	Ton	6,500	\$35.50		\$230,750
Subtotal					\$9,029,453
<u>CONTINGENCIES</u>	%	(of Land and Construction)		15%	\$1,873,209
<u>ENGINEERING & DESIGN</u>	%	(of Construction)		10%	\$902,945
<u>O, M, & R COST (Annual)</u>	%	(Average % of Construction)		0.77%	\$69,467
<u>STRUCTURE COST</u>					\$15,264,216

12/15/03

TABLE 4b

PROJECT ELEMENT COSTS WITHOUT CONTINGENCIES OR ENGINEERING COSTS

for

Upper Prairie, Silver and Moores Creek Detailed Hydrology Study, and Silver Creek and Upper Prairie Creek Flood Control Feasibility Study and Preliminary Design PROJECT

Project Element	Land & Damages		Construction		Element Total	% of Total
	Subtotal		Subtotal			
Prairie Creek Upland One (PCUL1)	\$187,833		\$216,435		\$404,269	3%
Prairie Creek Upland Two (PCUL2)	\$279,833		\$251,428		\$531,261	4%
Prairie Creek Upland Four (PCUL4)	\$233,833		\$138,506		\$372,339	3%
Prairie Creek Lowland Three (PCRC3)	\$860,583		\$1,078,872		\$1,939,456	16%
Dry Creek Upland Nine (DCUL9)	\$272,417		\$90,678		\$363,095	3%
Silver Creek Lowland Four (SCLL4)	\$644,042		\$3,573,733		\$4,217,775	34%
Silver Creek Lowland Five (SCLL5)	\$463,366		\$2,124,426		\$2,587,792	21%
Silver Creek Lowland Seven (SCLL7)	\$266,090		\$1,253,447		\$1,519,537	12%
Prairie Creek to Silver Creek Floodway Channel	\$103,535		\$78,606		\$182,142	1%
Silver Creek to Moores Creek Floodway Channel	\$103,535		\$171,176		\$274,711	2%
Silver Creek Levee	\$43,541		\$52,144		\$95,685	1%
Totals	\$3,458,609		\$9,029,453		\$12,488,062	100%

Bun

INTERLOCAL COOPERATIVE AGREEMENT FOR
UPPER PRAIRIE/SILVER/MOORES FLOOD CONTROL PROJECT

THIS INTERLOCAL COOPERATIVE AGREEMENT (Agreement) is made on January 27 2005, by and between the CENTRAL PLATTE NATURAL RESOURCES DISTRICT, a Political Subdivision (CPNRD), the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation (City), HALL COUNTY, NEBRASKA, a Body Politic and Corporate (Hall County), and MERRICK COUNTY, NEBRASKA, a Body Politic and Corporate (Merrick County), collectively referred to as "local sponsors".

1. DURATION: The term of this Agreement shall commence upon approval and execution by all parties and shall continue until 11:59 p.m. on December 31, 2055, or until termination as provided in paragraph 5 below. Unless earlier terminated, this Agreement shall automatically renew for an additional term of twenty-five (25) years, commencing at 12:00 a.m. on January 1, 2056.

2. AGREEMENT ADMINISTRATION: No new legal or administrative entity is created by this Agreement. This Agreement shall be administered by CPNRD with advice and recommendations from a joint board composed of one designated representative from each party. Each designated representative shall be that party's Public Works Director or equivalent or such other representative as is selected by the party and shall serve for the term specified by the designating party. Each party to this Agreement shall designate its representative to the joint board contemporaneously with approval and execution of this Agreement and shall have a duly authorized and appointed designated representative to the joint board at all times this Agreement shall remain in full force and effect. At its initial meeting, the joint board shall select a chairperson from its members, who shall serve for the period equivalent to the term

specified by his or her designating party or five years, whichever is less. Except as is otherwise herein provided, the authority of the joint board shall be limited to providing advice and making recommendations to CPNRD and other parties regarding the performance and requirements of this Agreement. There shall be no separate legal entity by this Agreement.

3. STATEMENT OF PURPOSE: The State of Nebraska acting through the Department of Natural Resources has approved funding for the UPPER PRAIRIE/SILVER/MOORES FLOOD CONTROL PROJECT and authorized appropriations to complete the planning, design, acquisition, and construction of the project. The purpose of this Agreement is to set forth the terms and conditions under which the parties will participate as the local sponsors in the planning, acquisition, construction, and later operation, maintenance, repair, and ownership of the Flood Control Project. Further, it is the purpose of this Agreement to define and allocate duties and responsibilities for the performance of this Agreement among the parties.

4. MANNER OF FINANCING AND MAINTAINING OF BUDGET: Each party shall adopt and maintain appropriations as required by law to fund its obligations under this Agreement. A separate budget shall not be required of any party by this Agreement.

5. TERMINATION: This Agreement shall terminate upon any of the following conditions:

a. Closure or abandonment of the Flood Control Project by written mutual acknowledgement of all parties having members on the joint board.

b. Unanimous consent and agreement of all parties having members on the joint board.

c. Expiration of the initial term of this Agreement if one or more parties having members on the joint board shall give 180 days written notice of intent not to renew to the other parties or upon expiration of the additional term of this Agreement, unless the parties unanimously agree to extend the Agreement for a subsequent term to be negotiated and agreed upon.

6. PROJECT LANDS AND PROPERTY: CPNRD shall acquire and shall hold or own all personal and real property of any kind or nature utilized in connection with the Flood Control Project. CPNRD shall use its powers of eminent domain where prudent or necessary to acquire real property for the Flood Control Project.

7. COST SHARES-CONSTRUCTION PHASE: The local sponsors' cost for planning, acquisition, and construction of the Flood Control Project shall be borne by the respective parties to this Agreement in the following shares:

<u>Name of Party</u>	<u>Share of Local Sponsor Cost</u>
Central Platte Natural Resources District	46.25%
City of Grand Island, Nebraska	46.25%
Hall County, Nebraska	5.00%
Merrick County, Nebraska	2.50%

8. PLANNING AND CONSTRUCTION PHASE: CPNRD shall be the lead local sponsor during the planning, acquisition and construction phase of the Flood Control Project and shall review and execute all necessary documents and contracts with the Department of Natural Resources. The local sponsors shall bear the local costs of planning, acquisition and construction in accordance with the shares set out in paragraph 7 above. CPNRD shall submit invoices to and receive payments from the parties and disburse payments in connection with the planning, acquisition and construction. In the event CPNRD incurs interest charges or expenses as a result of

borrowing or advancing funds for the Floodway Control Project, the City, Hall County and Merrick County agree to reimburse CPNRD in accordance with the shares stated in paragraph 7 above.

9. MANAGEMENT OF OPERATIONS AND MAINTENANCE: Upon completion of the planning, acquisition and construction phase of the Flood Control Project, Merrick County shall be deemed to have completed all of its duties and responsibilities pursuant to this Agreement and upon payment of its share of the local sponsors' costs as provided in paragraph 7 above, shall be released and discharged as a local sponsor and the joint board shall thereafter be restructured and composed of one designated representative each from CPNRD, the City and Hall County. Upon completion of the project, CPNRD shall be responsible for preparation of budgets and the management of all operations, maintenance and repairs of the Flood Control Project and shall annually prepare and update plans for periodic maintenance and project improvements. CPNRD shall include with the plans estimates of cost for the periodic maintenance and project improvements. The maintenance and improvements made pursuant to the plans shall be funded by annual contributions of the parties as set forth with their cost shares stated in paragraph 10 below.

10. COST SHARES-POST CONSTRUCTION PHASE: The local sponsors' cost of the operation, maintenance, repair and ownership of the Flood Control Project shall be borne by the respective parties to this Agreement in the following shares:

<u>Name of Party</u>	<u>Share of Local Sponsor Cost</u>
Central Platte Natural Resources District	47.5%
City of Grand Island, Nebraska	47.5%
Hall County, Nebraska	5.0%

11. INSURANCE: CPNRD shall maintain the same insurance coverage on the Flood Control Project as on its other properties, and the parties to this Agreement shall reimburse CPNRD for the premium attributable to the project based on the shares listed above.

12. ANCILLARY USES OF REAL PROPERTY: In order to provide the greatest possible benefit to the public, the parties to this Agreement agree that the real property acquired and owned in connection with the Flood Control Project may be utilized by the respective parties hereto, subject to approval by CPNRD, for other public uses, including installation, maintenance and operation of utilities service, public works and infrastructure and recreational facilities; provided, such ancillary uses do not damage the Flood Control Project or impair its intended use.

13. COMMUNICATIONS: Routine communications between CPNRD and the parties to this Agreement concerning the Flood Control Project shall be made through each party's designated representative to the joint board. For purposes of this Agreement, the following are the telephone numbers and street and post office addresses of the respective parties:

	<u>Street Address</u>	<u>Post Office Address</u>	<u>Telephone No.</u>
Central Platte Natural Resources District*	215 N. Kaufman Ave. Grand Island, NE 68803	215 N. Kaufman Ave. Grand Island, NE 68803	(308) 385-6282
City of Grand Island*	100 E. First Street Grand Island, NE 68801	P.O. Box 1968 Grand Island, NE 68802	(308) 385-5444
Hall County *	121 S. Pine Street Grand Island, NE 68801	121 S. Pine Street Grand Island, NE 68801	(308) 385-5093
Merrick County*	Courthouse Central City, NE 68826	Courthouse Central City, NE 68826	(308) 946-2881

*Attn: Upper Prairie/Silver/Moores Representative

14. PROJECT PLANNING MEETINGS: During the planning, acquisition of property and construction of the Flood Control Project, the joint board shall hold periodic planning meetings to facilitate these phases of the project and to keep the local sponsors informed of project progress and developments. Attendance at planning meetings by the respective designated representatives shall be mandatory, and in the event a designated representative cannot attend on behalf of a party hereto, a duly authorized alternate shall act as a substitute.

15. PERIODIC MEETINGS: Following completion of the Flood Control Project the restructured joint board shall hold periodic meetings when necessary to comply with the duties and responsibilities set forth in this Agreement.

16. CHOICES OF LAWS: This Agreement shall be construed in accordance with the laws of the United States of American and the State of Nebraska.

17. AMENDMENTS: Amendments to this Agreement shall be made in writing, duly approved and executed by all parties hereto and made a part of this Agreement by reference.

18. ENTIRE AGREEMENT: This Agreement and its subsequent amendments shall constitute the entire agreement among the parties with respect to the Flood Control Project and supersedes or replaces all prior agreements, whether written or otherwise, of any kind or nature, between any two or more parties hereto with respect to the Flood Control Project.

Attest:

William Vasey
Secretary

Date: 2-1-05

CENTRAL PLATTE NATURAL
RESOURCES DISTRICT,
a Political Subdivision

By: Don Schmitt
Name, Chairperson

Attest:

Rae Edwards
Name, City Clerk

Date: 1-14-05

CITY OF GRAND ISLAND, NEBRASKA
a Municipal Corporation

By: Jeff Vanick
Name, Mayor

Attest:

Maria J. Conley
Name, County Clerk

Date: 12-13-2005

HALL COUNTY, NEBRASKA
a Body Politic and Corporate

By: Pamela E. Lancaster
Name, Chairperson

Attest:

Blonia K. Dwyer
Name, County Clerk

Date: December 28, 2004.

MERRICK COUNTY, NEBRASKA
a Body Politic and Corporation

By: Norman E. Euse
Name, Chairperson

**CENTRAL PLATTE NATURAL RESOURCES DISTRICT #24
PRAIRIE/SILVER/MOORES CREEK PROJECT (NW FLOOD CONTROL)
40033520-90016**

CHECK #	DATE	AMOUNT
116562	7/27/2005	\$ 7,009.12
123733	5/24/2006	\$ 36,086.28
123733	5/24/2006	\$ 1,774.72
126758	9/27/2006	\$ 73,864.35
129105	1/10/2007	\$ 97,349.91
130531	3/14/2007	\$ 22,738.18
132550	6/13/2007	\$ 94,462.36
132967	6/27/2007	\$ 58,537.30
134263	8/15/2007	\$ 72,284.26
135273	9/26/2007	\$ 88,087.71
135620	10/10/2007	\$ 46,040.57
136996	12/5/2007	\$ 63,545.03
137240	12/19/2007	\$ 67,453.82
137931	1/23/2008	\$ 61,530.17
138253	2/13/2008	\$ 38,119.77
139275	3/26/2008	\$ 70,506.40
139949	4/22/2008	\$ 65,986.66
143760	10/15/2008	\$ 76,528.19
143760	10/15/2008	\$ 58,129.90
143760	10/15/2008	\$ 16,407.06
144624	11/19/2008	\$ 64,716.73
145233	12/17/2008	\$ 13,360.08
146429	2/11/2009	\$ 50,076.86
147711	4/15/2009	\$ 69,496.98
148460	5/13/2009	\$ 26,284.20
151104	9/9/2009	\$ 123,029.44
151104	9/9/2009	\$ 57,841.44
151104	9/9/2009	\$ 57,942.42
151104	9/9/2009	\$ 104,253.92
151736	10/14/2009	\$ 117,393.67
151736	10/14/2009	\$ 49,048.72
152730	11/25/2009	\$ 56,161.99
153180	12/16/2009	\$ 62,864.51
153743	1/13/2010	\$ 40,168.94
154867	3/10/2010	\$ 83,115.95
155457	4/14/2010	\$ 63,030.61
156103	5/12/2010	\$ 54,140.43
156740	6/9/2010	\$ 44,472.32
158322	8/25/2010	\$ 16,298.87
158673	9/15/2010	\$ 18,304.95
159359	10/13/2010	\$ 43,763.48
160842	12/22/2010	\$ 49,497.30
161818	2/9/2011	\$ 19,855.54
167460	11/9/2011	\$ 9,213.23
169371	2/15/2012	\$ 4,004.24
173126	8/15/2012	\$ 8,894.07
174078	9/26/2012	\$ 142,473.39
175751	12/19/2012	\$ 10,737.66
176749	2/13/2013	\$ 16,024.06
178621	5/15/2013	\$ 27,020.24
180236	7/24/2013	\$ 58,320.12
181301	9/11/2013	\$ 90,485.18
181968	10/9/2013	\$ 31,579.77
192595	11/13/2013	\$ 262,001.63
184133	1/29/2014	\$ 32,403.56
5238	4/18/2014	\$ 108,599.26
5326	5/19/2014	\$ 6,529.00
5389	6/30/2014	\$ 39,355.35
5423	7/25/2014	\$ 5,658.75
5436	8/12/2014	\$ 54,275.54
5457	9/16/2014	\$ 3,318.75
5454	9/16/2014	\$ 58,298.63
5466	10/1/2014	\$ 7,560.00
5467	10/1/2014	\$ 71,228.10
		\$ 3,449,541.64

10/7/2014

RESOLUTION 2014-330

WHEREAS, on January 11, 2005, by Resolution No. 2005-15 the Grand Island City Council approved an Interlocal Agreement between the City, Central Platte Natural Resources District, Hall County and Merrick County for the Upper Prairie/Silver/Moores Flood Control Project; and

WHEREAS, such resolution authorized City funding of 46.25% of the \$7.8 million, or \$360,750 each year for ten (10) years, for a total amount of \$3,607,500.00; and

WHEREAS, the project is approaching the ten (10) year, total City obligation of \$3,607,500 with an estimated 5 years remaining for completion and an additional expenditure of \$2,929,800 from the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment #1 to the Interlocal Agreement between the City, Central Platte Natural Resources District, Hall County and Merrick County for Upper Prairie/Silver/Moores Flood Control Project is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 28, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 24, 2014	☐ City Attorney



City of Grand Island

Tuesday, October 28, 2014

Council Session

Item G-16

**#2014-331 - Approving Certificate of Final Completion for
Handicap Ramp Project No. 2014-HC-1**

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: October 28, 2014

Subject: Approving Certificate of Final Completion for Handicap Ramp Project No. 2014-HC-1

Item #'s: G-16

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

Background

Galvan Construction, Inc. of Grand Island, Nebraska was awarded a \$191,064.50 contract for the above project on April 22, 2014. The contract was for the installation of handicap ramps at Knickrehm, Newell, and Wasmer Schools, as well as the 10th Street area & Louise Street area. The attached map shows the locations for this year's work. Work commenced on April 24, 2014 and was completed on October 10, 2014.

The project plans were prepared with estimated quantities at each curb ramp area. Any required changes are made in the field as the project is being built, dependent on the condition of the sidewalks and curb & gutter.

Discussion

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans and specifications. It was completed with an underrun of \$6,478.95, for a total cost of \$184,585.05.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Certificate of Final Completion for Handicap Ramp Project No. 2014-HC-1.

Sample Motion

Move to approve the resolution.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Handicap Ramp Project No. 2014-HC-1

CITY OF GRAND ISLAND, NEBRASKA

October 28, 2014

TO THE MEMBERS OF THE COUNCIL

CITY OF GRAND ISLAND

GRAND ISLAND, NEBRASKA

This is to certify that Handicap Ramp Project No. 2014-HC-1 has been fully completed by Galvan Construction, Inc. of Grand Island, Nebraska under the contract dated April 22, 2014. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

Handicap Ramp Project No. 2014-HC-1

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
Bid Section A - Knickrehm School Area					
1	Remove 4"-6" Sidewalk	1,276.50	s.f.	\$2.25	\$2,872.13
2	Remove 24" Curb & Gutter	11.00	l.f.	\$6.00	\$66.00
3	Remove 30" Curb & Gutter	20.00	l.f.	\$7.00	\$140.00
4	Remove Integral Curb	290.30	l.f.	\$1.00	\$290.30
5	Remove 6" Portland Cement Concrete	99.03	s.y.	\$25.00	\$2,475.75
6	Saw Cut	296.30	l.f.	\$3.50	\$1,037.05
7	Build 4" Sidewalk	1,299.70	s.f.	\$3.25	\$4,224.03
8	Build 6" Portland Cement Concrete	26.60	s.y.	\$30.00	\$798.00
9	Build 6" Integral Curb	35.10	l.f.	\$2.50	\$87.75
10	Build 24" Curb & Gutter	5.00	l.f.	\$18.50	\$92.50
11	Build 30" Curb & Gutter	279.90	l.f.	\$20.50	\$5,737.95
12	Seed Area	0.00	s.y.	\$4.50	\$0.00
13	Sod Area	166.67	s.y.	\$6.00	\$1,000.02
14	Place Warning Plates 2x4	12.00	ea.	\$235.00	\$2,820.00
15	Landscaping & Sprinkler Repair	1.00	l.s.	\$500.00	\$500.00
16	Traffic Control	1.00	l.s.	\$500.00	\$500.00
Total Bid Section A =					\$22,641.47

Bid Section B - Newell School Area

1	Remove 4"-6" Sidewalk	2285.06	s.f.	\$ 2.25	\$ 5,141.39
2	Removel Integral Curb	492.50	l.f.	\$ 1.00	\$ 492.50
3	Remove 6" Portland Cement Concrete	166.54	s.y.	\$ 25.00	\$ 4,163.50
4	Saw Cut	442.00	l.f.	\$ 3.50	\$ 1,547.00
5	Build 4" Sidewalk	2450.90	s.f.	\$ 3.25	\$ 7,965.43
6	Build 6" Portland Cement Concrete	28.92	s.y.	\$ 30.00	\$ 867.60
7	Build 30" Curb & Gutter	512.35	l.f.	\$ 20.50	\$ 10,503.18
8	Adjust Stop Box	5.00	ea.	\$ 100.00	\$ 500.00
9	Seed Area	0.00	s.y.	\$ 4.50	\$ -
10	Sod Area	155.56	s.y.	\$ 6.00	\$ 933.36
11	Place Warning Plates (2x4)	21.00	ea.	\$ 235.00	\$ 4,935.00
12	Landscaping & Sprinkler Repair	1.00	l.s.	\$ 500.00	\$ 500.00
13	Traffic Control	1.00	l.s.	\$ 500.00	\$ 500.00
Total Bid Section B =					\$38,048.95

Bid Section C - Wasmer School Area

1	Remove 4"-6" Sidewalk	2652.00	s.f.	\$ 2.25	\$ 5,967.00
2	Remove 24" Curb & Gutter	416.10	l.f.	\$ 6.00	\$ 2,496.60
3	Remove Integral Curb	162.90	l.f.	\$ 1.00	\$ 162.90
4	Remove 6" Portland Cement Concrete	38.13	s.y.	\$ 25.00	\$ 953.25
5	Remove 8" Portland Cement Concrete	0.00	s.y.	\$ 30.00	\$ -

6	Remove Brick Sidewalk	325.30	s.f.	\$ 2.25	\$ 731.93
7	Saw Cut	235.50	l.f.	\$ 3.50	\$ 824.25
8	Build 4" Sidewalk	3191.35	s.f.	\$ 3.25	\$ 10,371.89
9	Build 6" Portland Cement Concrete	11.68	s.y.	\$ 30.00	\$ 350.40
10	Build 8" Portland Cement Concrete	0.00	s.y.	\$ 35.00	\$ -
11	Build 24" Curb & Gutter	561.75	l.f.	\$ 18.50	\$ 10,392.38
12	Sod Area	266.67	s.y.	\$ 6.00	\$ 1,600.02
13	Place Warning Plates (2x4)	33.00	ea.	\$ 235.00	\$ 7,755.00
14	Landscaping & Sprinkler Repair	1.00	l.s.	\$ 750.00	\$ 750.00
15	Traffic Control	1.00	l.s.	\$ 750.00	\$ 750.00
Total Bid Section C =					\$43,105.61

Bid Section D - 10th Street Area

1	Remove 4"-6" Sidewalk	3934.00	s.f.	\$ 2.25	\$ 8,851.50
2	Remove 24" Curb & Gutter	298.00	l.f.	\$ 6.00	\$ 1,788.00
3	Remove 30" Curb & Gutter	0.00	l.f.	\$ 7.00	\$ -
4	Remove Integral Curb	534.70	l.f.	\$ 1.00	\$ 534.70
5	Remove 6" Portland Cement Concrete	173.54	s.y.	\$ 25.00	\$ 4,338.50
6	Remove Brick Sidewalk	379.60	s.f.	\$ 2.25	\$ 854.10
7	Saw Cut	594.70	l.f.	\$ 3.50	\$ 2,081.45
8	Build 4" Sidewalk	4943.50	s.f.	\$ 3.25	\$ 16,066.38
9	Build 6" Portland Cement Concrete	64.43	s.y.	\$ 30.00	\$ 1,932.90
10	Build 24" Curb & Gutter	541.35	l.f.	\$ 18.50	\$ 10,014.98
11	Build 30" Curb & Gutter	236.40	l.f.	\$ 20.50	\$ 4,846.20
12	Sod Area	266.67	s.y.	\$ 6.00	\$ 1,600.02
13	Place Warning Plates (2x4)	65.00	ea.	\$ 235.00	\$ 15,275.00
14	Landscaping & Sprinkler Repair	1.00	l.s.	\$ 850.00	\$ 850.00
15	Traffic Control	1.00	l.s.	\$ 850.00	\$ 850.00
Total Bid Section C =					\$69,883.72

Bid Section E - Louise Street Area

1	Remove 4"-6" Sidewalk	780.4	s.f.	\$ 2.25	\$ 1,755.90
2	Remove 20" Curb & Gutter	165.2	l.f.	\$ 5.50	\$ 908.60
3	Remove Integral Curb	31.4	l.f.	\$ 1.00	\$ 31.40
4	Remove 6" Portland Cement Concrete	9.28	s.y.	\$ 25.00	\$ 232.00
5	Remove 8" Portland Cement Concrete	0	s.y.	\$ 30.00	\$ -
6	Saw Cut	23.25	l.f.	\$ 3.50	\$ 81.38
7	Build 4" Sidewalk	692.9	s.f.	\$ 3.25	\$ 2,251.93
8	Build 6" Portland Cement Concrete	2.5	s.y.	\$ 30.00	\$ 75.00
9	Build 8" Portland Cement Concrete	0	s.y.	\$ 35.00	\$ -
10	Build 20" Curb & Gutter	177.9	l.f.	\$ 15.50	\$ 2,757.45
11	Sod Area	111.11	s.y.	\$ 6.00	\$ 666.66
12	Place Warning Plates (2x4)	7.00	ea.	\$ 235.00	\$ 1,645.00
13	Landscaping & Sprinkler Repair	1.00	l.s.	\$250.00	\$ 250.00
14	Traffic Control	1.00	l.s.	\$250.00	\$ 250.00
Total Bid Section C =					\$10,905.31

Grand Total =				\$184,585.05
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I hereby recommend that the Engineer's Certificate of Final Completion for Handicap Ramp Project No. 2014-HC-1 be approved.

John Collins – City Engineer/Public Works Director

Jay Vavricek – Mayor

RESOLUTION 2014-331

WHEREAS, the City Engineering/Public Works Director for the City of Grand Island issued a Certificate of Final Completion for Project No. 2014-HC-1, installation of Handicap Ramps, certifying that Galvan Construction Co., of Grand Island, Nebraska, under contract, has completed the handicap ramp installation; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the project; and

WHEREAS, the Mayor concurs with the recommendation of the City Engineer/Public Works Director.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Project No. 2014-HC-1, installation of handicap ramps, is hereby confirmed, for a total project cost of \$184,585.05.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 28, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 24, 2014	☐ City Attorney



City of Grand Island

Tuesday, October 28, 2014

Council Session

Item G-17

#2014-332 - Approving Storm Water Management Plan Program Grant

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

Council Agenda Memo

From: Terry Brown PE, Manager of Engineering Services

Meeting: October 28, 2014

Subject: Approving Storm Water Management Plan Program Grant

Item #'s: G-17

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

Background

In 2004, the EPA expanded the “pollutant discharge” portion of the Clean Water Act of 1977 to include storm water runoff from all Nebraska communities with a population over 10,000. Subsequently, the City of Grand Island was designated as a National Pollutant Discharge Elimination System (NPDES) Phase II Storm Water Community in 2005. The City was issued a storm water permit for the time period of July 1, 2005 through December 31, 2010 by the Nebraska Department of Environmental Quality that includes a Storm Water Management Plan. During the 2011 year the City operated on an Administrative Extension, with a new 5 year permit cycle expected to be January 1, 2012 through December 31, 2017.

As a result of the passage of LB1226 in the 2006 Nebraska Legislative Session, \$2.5 million in funding was allocated for cities and counties with Storm Water permits to implement their local Storm Water Management Plans (SWMPs).

Grant awards are distributed to applicants according to population size.

The City has received funds from this storm water grant program each year since July 2007 for a total of \$685,904.70 to date.

<i>FISCAL YEAR</i>	<i>GRANT AMOUNT RECEIVED</i>
2007	\$93,807.00
2008	\$93,806.70
2009	\$94,849.00
2010	\$92,849.00
2011	\$88,659.00
2012	\$73,978.00
2013	\$73,978.00
2014	\$73,978.00
<i>TOTAL GRANT DOLLARS RECEIVED</i>	<i>\$685,904.70</i>

The past grant funds have been used for activities such as educating the public, developers/contractors of the requirements of the permit; storm sewer stenciling; dry weather inspections; municipal evaluations and facility run-off control planning; mapping of the storm sewer system; inspection of detention cells, and implementing Best Management Practices (BMP) at City owned facilities. Additionally, the grant funds have purchased a vehicle, GPS equipment, printer/plotter and various water sampling equipment.

The funds from this grant will be used for additional mapping of the storm sewer system, finalizing and implementing the construction (erosion/sediment control) program, wet weather sampling and supporting education efforts through various media forms.

Discussion

The Storm Water Management Plan Program Intergovernmental Agreement, which provides \$70,567.00 to the City to continue with this plan, is due Monday, December 1, 2014. A 20% match, or \$14,113.00, for the project is required and will be provided by the Public Works Department through salaries. Grant work under this program must be completed by June 30, 2016.

The City has seven (7) Minimum Control Measures (MCMs) that are identified in the storm water permit. Each MCM has a number of BMPs that are used to carry out the MCMs. An example BMP is marking curb inlets that remind the public not to dump in the inlet because it drains to a stream or river.

Grant activities are restricted to the BMPs and seven (7) MCMs identified in the City storm water permit. The seven (7) MCMs are:

1. Education and Outreach
2. Public Involvement/Participation
3. Illicit Discharge Detection and Elimination
4. Construction Site Storm Water Runoff Control
5. Post-Construction Storm Water Management in new development and redevelopment
6. Pollution Prevention good housekeeping for municipal operations
7. Wet Weather Monitoring

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 approve a resolution directing the Mayor to sign the Intergovernmental Agreement.

Sample Motion

Move to approve the resolution.

INTERGOVERNMENTAL AGREEMENT
Between the
Nebraska Department of Environmental Quality
and the
City of Grand Island
Regarding the Implementation of the
Storm Water Management Plan Program

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into by and between the Nebraska Department of Environmental Quality (NDEQ) and the City of Grand Island (Sponsor)

WHEREAS, the Sponsor agrees to utilize funds which have been made available to NDEQ pursuant to Nebraska State Statute 46-2,139; and

WHEREAS, grant monies are being awarded to cities and/or counties with an NDEQ-approved storm water management plan to fund the duties required under the federal Clean Water Act, 33 U.S.C. 1251 et seq., as such act existed on January 1, 2006, regarding storm water runoff under the National Pollutant Discharge Elimination System (NPDES) requirements; and

WHEREAS, grant funds of **\$ 70,567** and a nonfederal match of at least **\$ 14,113** are to be used to implement the activities identified in the Sponsor's NPDES Municipal Separate Storm Sewer System permit.

NOW, THEREFORE, the parties do hereby agree to the terms and conditions of this Agreement as follows:

I. TERM OF AGREEMENT

This Agreement will go into effect **December 1, 2014** and will remain in effect until **June 30, 2016** unless either terminated under §P or extended by amendment under §E of this Intergovernmental Agreement.

II. CONDITIONS OF AGREEMENT

A. General Conditions

1. The Sponsor agrees to submit annual progress reports to the NDEQ by July 31st. These reports shall address project activity for the previous state fiscal year, which runs from July 1st – June 30th, and contain the following components:
 - a. Progress to date;
 - b. Financial report of the money spent on each NPDES Municipal Separate Storm Sewer permitted activity;
 - c. Certification that equipment purchased from grant funds was used only for grant purposes;
 - d. Significant findings or events;
 - e. Corrective actions taken to resolve any problems that are encountered.
2. The Sponsor agrees that if indirect costs are authorized, as specified in the approved plan, they will be charged at the approved indirect rate.
3. The Sponsor agrees that a copy of any contract, interagency agreement, subagreement and/or procurement of equipment under this grant for a value of \$5,000 or more, must receive NDEQ approval prior to expenditure of funds associated with those transactions. Copies of all contracts, procurements, subagreements, and interagency agreements will be provided to the NDEQ with the annual report.

4. Any equipment purchased from grant funds shall be retained by the Sponsor unless otherwise notified in writing by the NDEQ. The Sponsor agrees that at the end of the grant period the Sponsor will continue to use the equipment purchased under this Intergovernmental Agreement only in the project or program for which it was acquired, whether or not the project or program continues to be supported by stormwater funds.
5. A Quality Assurance/Quality Control plan must be approved by NDEQ prior to expending any funds for environmental monitoring. Any environmental data collected must be provided to NDEQ.
6. The Sponsor agrees to recognize the contributions and/or involvement of the Nebraska Department of Environmental Quality in project publicity, reports, newsletters, and other materials. The Sponsor shall work with the NDEQ to ensure that all necessary peer review requirements are met. A minimum of 3 copies of outreach material (printed or other media) produced under this grant shall be provided to the NDEQ, with the final report, unless otherwise specified.
7. A final project report must be submitted to NDEQ within 30 days after the end date of this agreement. The report must identify, in detail, the activities funded, the NPDES Municipal Separate Storm Sewer System permit category the activity is listed under, and the amount (in dollars) of funds spent in each category.

B. Statement of Costs

The Sponsor will submit, with their annual report, a detailed cost documentation of actual project expenses. For purposes of this agreement, expenditures and match claims shall be related to the activities identified in the Sponsor's NPDES Municipal Separate Storm Sewer System permit. The Sponsor must contribute and report a 20% cash match by completion of the project.

C. Disbursements

1. The Sponsor shall receive full payment of the award amount within thirty (30) working days after receipt of this Intergovernmental Agreement signed by the Sponsor's authorized representative except that payment may be withheld if sponsor has failed to meet the requirements of prior agreements made pursuant to the requirements of §46-2,139. The NDEQ shall not be held responsible for delays in payment, due to causes beyond its control.
2. The Sponsor must make expenditures only for activities identified in the Sponsor's NPDES Municipal Separate Storm Sewer System permit.
3. The total amount of payments under this Agreement shall not exceed **\$ 70,567**.

D. Work Description

This Agreement encompasses the activities identified in the Sponsor's NPDES Municipal Separate Storm Sewer System permit.

E. Amendments

This agreement may be amended in writing at any time by mutual agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law or requirements of the NDEQ.

F. Forfeiture, Repayment and Delays in Disbursement of Funds

Violation of any of the conditions of this Agreement by the Sponsor or failure of the Sponsor to complete and maintain the project in the manner described in the Municipal Separate Storm Sewer System permit, including any amendments thereto which have been properly approved by the NDEQ, may result in the recovery of any or all funds disbursed by the NDEQ. Any funding expended for an unapproved activity shall be forfeited.

G. Remedies Not Exclusive

The use by either the Sponsor or the NDEQ of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party from using such remedy, or limit the application of any other remedy provided by law.

H. Assignment

No assignment or transfer of this agreement or any part hereof, rights hereunder, or interest herein by the Sponsor shall be valid unless and until it is approved by the NDEQ and made subject to such reasonable terms and conditions as the NDEQ may impose.

I. Hold Harmless

The Sponsor agrees to hold NDEQ harmless for loss or damage sustained by any person as a Direct result of negligent or willful acts by the Sponsor, its employees, subcontractors, or agents in the performance of this agreement including all associated costs of any defending action.

J. Waiver of Rights

The Sponsor or NDEQ may from time to time waive any of their rights under this Agreement. However, any waiver of rights with respect to a default of any condition of this Agreement shall not be deemed to be a waiver with respect to any other default.

K. Applicable Rules and Regulations

Both parties shall abide by all applicable rules and regulations of the NDEQ including any that may be adopted subsequent to the effective date of this Agreement, except those that would invalidate or be inconsistent with the provisions of this Agreement.

L. Inspection of Books, Records and Reports

The duly authorized representative of either party shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or related matters during regular office hours. Each party shall maintain and make available for such inspection accurate records of all its costs, disbursements and receipts with respect to its activities under this Agreement.

M. Independent Contractor

The Sponsor is and shall perform this Agreement as an independent contractor and as such shall have and maintain exclusive control over all of its employees, agents and operations. Neither the Sponsor nor any person employed by the Sponsor shall act, propose to act or be deemed the NDEQ's agent, representative or employee. The Sponsor assumes full and exclusive responsibility for the payment of all premiums, contributions, payroll taxes and other taxes now or hereafter required by any law or regulation and agrees to comply with all applicable laws, regulations and orders relating to social security, unemployment compensation, OSHA, affirmative action, equal employment opportunity and other laws, regulations and orders of like nature. For any work hereunder subject to the Veterans Readjustment Assistance Act of 1974, or the Rehabilitation Act of 1973, the parties hereto shall comply with all provisions thereof, together with all applicable rules, regulations and orders of the Department of Labor, and the notices required pursuant to 41 CFR 60-1.4, 60-250.4 and 60-741.4 which are hereby incorporated by reference into this Agreement.

N. Nondiscrimination

The Nebraska Fair Employment Practice Act prohibits contractors to the State of Nebraska and their subcontractors from discriminating against any employee, or applicant for employment in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability or national origin. The Sponsor's signature is a guarantee of compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of this Agreement. The Sponsor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Agreement.

O. Drug Free Workplace

The Sponsor by executing this Agreement, certifies and assures that it operates a drug free workplace as addressed in the State of Nebraska Drug Free Workplace Policy of July 7, 1989.

P. Publication Rights

All parties shall have publication and reproduction rights for all reports and materials which are produced as a result of this Agreement.

Q. Termination

This agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

1. Not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and
2. An opportunity for consultation with the terminating party prior to termination.

R. New Employee Work Eligibility Status

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108

S. Project Managers

The Project Manager for each party to this agreement shall be as follows. The Project Manager may be changed by any agency upon written notification.

NDEQ

Lindsey Phillips
Source Water Coordinator/
Watershed Planning Specialist
Planning Unit
402-471-6988

Sponsor

Mr. Terry Brown
Manager Engineering Services
City of Grand Island

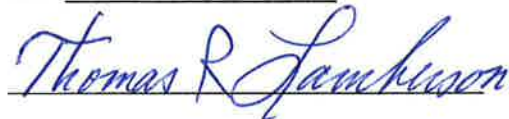
III. SIGNATORIES TO THE INTERGOVERNMENTAL AGREEMENT

By signature on this document, the Sponsor certifies that all funds spent will be utilized for activities identified in the Sponsor's Municipal Separate Storm Sewer System permit.

NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY

BY: Thomas R. Lamberson

TITLE: Deputy Director



DATE: October 10, 2014

City of Grand Island

BY: Jay Vavricek

TITLE: Mayor

DATE: _____

FEDERAL TAX ID NUMBER: _____

RESOLUTION 2014-332

WHEREAS, in 2005, the Environmental Protection Agency expanded the “pollutant discharge” portion of the Clean Water Act of 1977 to include storm water runoff from Nebraska communities with a population over 10,000; and

WHEREAS, the City Of Grand Island was designated as a National Pollutant Discharge Elimination System (NPDES) Phase II Storm Water Community and was issued a storm water permit from the Nebraska Department of Environmental Quality; and

WHEREAS, the City Of Grand Island has developed a Storm Water Management Plan (SWMP) in conformance with the storm water permit; and

WHEREAS, the City Of Grand Island, Nebraska is an eligible unit of a general local government authorized to file an application through the Nebraska Department of Environmental Quality for a grant to implement the Storm Water Management Plans (SWMPs) to be used to implement the activities identified in the Sponsor’s NPDES Municipal Separate Storm Sewer System permit from the State of Nebraska; and

WHEREAS, the City is scheduled to receive \$70,567.00 with the required twenty percent (20%) match for the project provided by the City of Grand Island, Public Works Department; and

WHEREAS, the Nebraska Department of Environmental Quality will accept the signed agreement until Monday, December 1, 2014, with funds being awarded to the City upon execution and submission of the grant.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island, Nebraska, is hereby authorized to accept the funding from the Nebraska Department of Environmental Quality, for the Storm Water Management Plan Program Grant.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to execute such grant intergovernmental agreement and other documentation on behalf of the City Of Grand Island for such grant purposes.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 28, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 24, 2014	☐ City Attorney



City of Grand Island

Tuesday, October 28, 2014

Council Session

Item G-18

#2014-333 - Approving Authorization for the City to Participate in the Securities Exchange Commission's Municipalities Continuing Disclosure Cooperation Initiative and Related Matters

Staff Contact: Robert J. Sivick, City Attorney

Council Agenda Memo

From: Robert J. Sivick, City Attorney

Meeting: October 28, 2014

Subject: Approving Authorization for the City to Participate in the Securities Exchange Commission's Municipalities Continuing Disclosure Cooperation Initiative and Related Matters

Item #s: G-18

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

Background

The Securities and Exchange Commission (SEC) is offering municipal issuers and other "obligated persons" (referred to collectively as issuers) the opportunity to self-report disclosure deficiencies in their official statements under the SEC's Municipalities Continuing Disclosure Cooperation Initiative (the Initiative). The SEC Initiative also incentivized underwriters to self-report municipal bond issues which may have contained materially incorrect disclosures. The City of Grand Island's underwriter, Ameritas Investment Corp., recently informed the City of Grand Island of their decision to self-report certain of the City's bond issues to the SEC.

Discussion

The City must determine whether to participate in the Initiative before the expiration of the Initiative on December 1, 2014.

Alternatives

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

1. Approve the Authorization for the City to participate in the Securities Exchange Commission's Municipalities Continuing Disclosure Cooperative Initiative.
2. Postpone the issue to a future meeting.

3. Take no action.

Recommendation

Approve the Authorization for the City to participate in the Securities Exchange Commission's Municipalities Continuing Disclosure Cooperative Initiative.

Sample Motion

Move to approve the Authorization for the City to participate in the Securities Exchange Commission's Municipalities Continuing Disclosure Cooperative Initiative.

RESOLUTION 2014-333

WHEREAS, the Municipalities Continuing Disclosure Cooperation Initiative (the “Initiative”) of the Securities and Exchange Commission (“Commission”) has been introduced for municipal issuers and underwriters, and the underwriter of the City has reported one or more of the City’s bond issues to the Commission pursuant to the Initiative; and

WHEREAS, the City has evaluated the benefits and risks of participation in the Initiative and has determined that participation in the Initiative is appropriate for the City to reduce future risk and uncertainty;

WHEREAS, the deadline for self-reporting to the SEC is December 1, 2014.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City Council hereby authorizes the City to participate in the Initiative under the terms of the Initiative, and further authorizes the Mayor to approve, finalize, execute and deliver for and on behalf of the City any and all documents, certificates and questionnaires necessary or appropriate for the City to participate in the Initiative including, without limitation, an agreement with the Commission under the terms set forth in the Initiative.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 28, 2014

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 24, 2014	☐ City Attorney



City of Grand Island

Tuesday, October 28, 2014

Council Session

Item H-1

Consideration of Request from Third City Christian Church for a Conditional Use Permit for Temporary Parking Lot Extension located at 4100 West 13th Street

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

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, October 28, 2014

Council Session

Item I-1

#2014-334 - Consideration of Request from Arts and Drafts LLC dba Arts and Drafts, 214 & 216 North Locust Street for a Class “I” Liquor License and Liquor Manager Designation for Jill Canfield, 1623 West 1st Street

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

Staff Contact: RaNae Edwards

RESOLUTION 2014-334

WHEREAS, an application was filed by Arts and Drafts, LLC doing business as Arts and Drafts, 214 & 216 North Locust Street for a Class "I" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on October 18, 2014; such publication cost being \$16.77; and

WHEREAS, a public hearing was held on October 28, 2014 for the purpose of discussing such liquor license application.

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

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

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

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

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

_____ The City of Grand Island hereby recommends approval of Jill Canfield, 1623 West 1st Street as liquor manager of such business contingent upon completing a state approved alcohol server/seller program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 28, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 24, 2014	☐ City Attorney



City of Grand Island

Tuesday, October 28, 2014

Council Session

Item I-2

#2014-335 - Consideration of Approving Contract with Life Line Billings Systems, LLC for Emergency Medical Services and Fire Department Billing Services

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Cory Schmidt, Fire Chief

Meeting: October 28, 2014

Subject: Approving Contract with Life Line Billings Systems, LLC for Ambulance and Fire Department Billing Services

Item #'s: I-2

Presenter(s): William Clingman, Senior Accountant
Russ Blackburn, EMS Division Chief

Background

Currently the City of Grand Island Finance Department staff processes the billing of all ambulance department services. This requires staff time equivalent of 1.5 FTEs in the Finance Department.

A request for proposals (RFP) was sent out in August of this year in search of an Ambulance and Fire Department billing service provider. The City received three responses and the selection committee invited two for in-depth demonstrations. The recommendation the selection committee is bringing forward is a contract with Life Line Billing Systems, LLC, doing business as LifeQuest Services.

Discussion

With recent changes in the healthcare industry requiring continued training of city staff to understand the constant changes of rules and regulations surrounding ambulance billing, a third party vendor will be able to bring efficiency as well as expertise in Emergency Management Services billing and collections of insurance submission. LifeQuest Services has the expertise that is required and the ability to keep up to date on the ever changing environment of healthcare billing and insurance submission.

The charge for the billing services that LifeQuest will perform for the City is 6% of net fees collected on behalf of the City Of Grand Island. For the 2014 fiscal year this would have equated to approximately \$72,000 in fees. In reviewing the LifeQuest proposal, we believe the City will reduce the 1.5 FTE staff time spent on ambulance billing to .5 FTE or less.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approves the proposed contract with Life Line Billing Systems, LLC.

Sample Motion

Move to approve the contract with Life Line Billing Systems, LLC for ambulance and fire department billing services.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
EMERGENCY MEDICAL SERVICES AND FIRE DEPARTMENT BILLING**

RFP DUE DATE: August 20, 2014 at 4:00 p.m.

DEPARTMENT: Fire

PUBLICATION DATE: July 31, 2013

NO. POTENTIAL BIDDERS:

SUMMARY OF PROPOSALS RECEIVED

Midwest Medical Transport Co.
Columbus, NE

EMS Billing Services, Inc.
Omaha, NE

LifeQuest Services
Wautoma, WI

cc: Cory Schmidt, Fire Chief
Mary Lou Brown, City Administrator
Billy Clingman, Sr. Accountant

Russ Blackburn, EMS Division Chief
Jaye Monter, Finance Director

P1756

LIFE LINE BILLING SYSTEMS, LLC.

SERVICE AGREEMENT

This SERVICE AGREEMENT (“Agreement”) is entered into this first (1st) day of December, 2014, (“Effective Date”) by and between the City of Grand Island, a municipality duly organized and existing under the laws of the State of Nebraska, whose notice address is 100 E. First St, PO Box 1968, Grand Island, Nebraska 68802 (“Service Provider”) and Life Line Billing Systems, LLC., d/b/a LifeQuest Services, a limited liability company duly organized and existing under the laws of the state of Delaware, whose notice address is N2930 State Road 22, Wautoma, Wisconsin 54982 (“Agency”) (Service Provider and Agency are generically referred to herein as “Party” and/or “Parties”).

Article 1

Recitals

1.1 Service Provider Operations. Service Provider is engaged in the business of providing emergency medical services and is desires to receive Services from Agency.

1.2 Agency Operations. Agency is engaged in the business of providing a customized billing, payment collecting and data management system and desires to provide billing, payment collecting and data management services for Service Provider.

1.3 Consideration. In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree to the terms of this Agreement.

1.4 Definitions. Words with initial capital letters that are not proper names are either defined within the text of this Agreement or specifically as follows:

“Breach” shall mean the failure by one Party to perform any obligation set forth in this Agreement having an effect on the other Party. (A "Material Breach" of contract is a breach that strikes so deeply at the heart of the contract that it renders the agreement "irreparably broken" and defeats the purpose of making the contract in the first place.)

“Default Accounts” means Patient Accounts that are delinquent and considered in default by the Service Provider - the collection of which is by a third party and must be performed in accordance with the Fair Debt Collection Practices Act.

“Healthcare Accounts” means any Patient Accounts that are provided by a Service Provider that is regulated by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) requiring additional obligations, warranties and covenants by the Parties that are referenced in this Agreement and within the incorporated and attached Exhibit B-2 and Exhibit B-3.

“Patient Accounts” means the accounts receivable that result from a patient’s receipt of ambulance and/or rescue services and include accounts not in default and in default.

1.5 Account Status. Agency provides billing services for Service Provider on Patient Accounts that are not in default and other services as provided in this Agreement.

Article 2

Services

Agency shall supply the customized billing and data management services for Patient Accounts to the Service Provider as detailed in this Article (“Services”).

2.1. Facility Management. Agency shall supply reports and do the billing through its employees as further detailed in Exhibit A-1 attached hereto and incorporated by reference.

2.2. Insurance Processing. Agency shall process insurance claims generated by the appropriate carriers of patients, who have provided the necessary information for insurance filings.

2.3. Inquiries. Agency shall handle and respond to all inquiries concerning the Patient Accounts by patients, insurance companies and Service Provider. Service Provider shall assist Agency with any inquiries related to the services provided by the Service Provider. Agency shall provide a toll-free telephone number for patient and Service Provider inquiries.

2.4. Software. Agency shall implement software upgrades as required by changes in the law and/or national insurance standards.

2.5. Reports. Agency shall create and review monthly reports for the internal analysis of factors affecting the collecting performance of the Patient Accounts and present the information to the Service Provider upon the detection of any means available to improve the efficiency of collecting those accounts.

Article 3

Obligations of Service Provider

3.1. Pre-Screening. Service Provider shall be responsible for the accuracy of the original data regarding the Patient Accounts delivered to the Agency as further detailed in Exhibit B-1 attached hereto and incorporated by reference.

3.2. Validity of Accounts. Service Provider represents and warrants to Agency that all Patient Account debts are valid, legally enforceable debts, and in compliance with any corresponding state or federal law (“Laws and Regulations”). Upon request by the Agency, Service Provider shall provide specific assurance of validity in accordance with the Laws and Regulations.

3.3. Notification Requirements. Service Provider must immediately notify Agency in writing of its actual, constructive or reasonably conceived knowledge of any of the following events: (i) any patient of Service Provider files bankruptcy, is represented by an attorney or has submitted a dispute(s) regarding any Patient Account to the Service Provider or is the subject of a complaint or a cease and desist notification by debtor during the time in which Agency is providing Services to the Patient Account (collectively referred to as “Consumer Actions”) and (ii) Service Provider receives any direct or indirect payment on a Patient Account or a returned check on any such payment during the time in which Agency is providing Services to the Service Provider.

3.4. Service Provider Representations. Service Provider represents and agrees that: (i) the Patient Accounts are in “Default,” if and when Agency has completed performance its billing services; (ii) if the date of Default is not specifically defined in the contract between the Service Provider and the Consumer, the Service Provider can, and if legally necessary, will provide evidence to show the Patient Account is in Default; (iii) there have been no Consumer Actions pertaining to any Patient Account that was received or known by Service Provider prior

to the Patient Account's placement with Agency; (iv) Service Provider has not placed any Patient Accounts in violation of the state law of the state in which the recipient of the ambulance and rescue service resides; (v) Service Provider will not request Agency to add any fees to any Patient Accounts, unless specifically authorized in the contract between the Service Provider and the recipient of the service or allowed by the state law where the patient resides; (vi) Service Provider has obtained all the necessary consents to contact the patient at the contact information provided by Service Provider to Agency and (vii) Service Provider shall provide Agency with information which is necessary for Agency to perform its obligations under this Agreement (collectively referred to as "Representations").

3.5. Ceasing collections. Service Provider has the right to cease billing/collection of any Patient Account upon Agency's receipt of written Notice from Service Provider.

Article 4

Term

4.1. Initial Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of thirty-six (36) months ("Initial Term").

4.2. Renewal. Upon the expiration of the Initial Term and unless otherwise Terminated, this Agreement shall be automatically extended and consecutively renewed for twelve (12) month terms (each shall be generically referred to herein as "Subsequent Term(s)") (the Initial Term and Subsequent Term(s) shall be jointly referred to as "Term").

4.3. Termination. This Agreement shall terminate as provided in this section ("Termination"). The date of termination is defined within each subsection ("Termination Date").

4.3.1. Written Notice. Any Party May terminate this Agreement at the end of a Term by giving written Notice to the other Parties at least thirty (30) days prior to the end of such Term. The Termination Date shall be the last day of such Term.

4.3.2. Discontinuance of Business. This Agreement shall terminate in the event the Agency discontinues the operation of its business. The Termination Date shall be the last day of the month in which Agency ceases operations.

4.3.3. Breach of Contract. A nonbreaching Party ("Nonbreaching Party") may immediately terminate this Agreement upon the allegedly breaching Party's ("Breaching Party") failure to cure the Breach within thirty (30) days of receipt of Nonbreaching Party's written Notice of the Breach, and having a material effect on the Nonbreaching Party that has been sufficiently set forth by the Nonbreaching Party and received in writing by the Breaching Party. The Termination Date shall be thirty (30) days from the Breaching Party's receipt of the written Notice of the Breach.

4.3.4. Failure of Performance. Except in the event of a Material Breach, the failure by either Party to perform any of their obligations hereunder shall not be deemed a breach of this Agreement unless the Party gives the Party failing to perform written Notice of such failure to perform.

4.4. Effect of Termination. The Parties agree that upon Termination of this Agreement for any reason, Agency shall be entitled to receive any accrued but unpaid Fees through the Termination Date and the rights and obligations of Section 4.5 and Articles 6-8 pertaining to confidentiality shall survive Termination and continue in full force and effect.

4.5. Additional Services. Service Provider agrees to pay Agency at a rate of Forty-five and no/100 Dollars (\$45.00) per hour in Payment Terms for any Services rendered after the Termination Date with the approval in writing by the Service Provider thereby agreeing to any additional services for Agency to be compensated under this provision.

Article 5

Fees

5.1 Fees. Service Provider shall pay Agency the fees set forth in this Article (“Fees”).

5.1.1. Initial Fee. Service Provider shall pay a non-refundable, one time setup fee of Zero Dollars (\$0.00) to the Agency upon execution of this Agreement.

5.1.2. Billing Contingency Fees. 6.0% of the Patient Accounts collected in phase one as further detailed in Exhibit A-1 attached hereto (“Billing Procedures”).

5.1.3. Phase Two. 22.0% of the Patient Accounts collected in Phase Two as further detailed in Exhibit A-2 attached hereto (“Phase Two”).

5.1.4. Phase Three. 34.0% of the Patient Accounts collected in Phase Three as further detailed in Exhibit A-2 attached hereto and incorporated by reference (“Phase Three”).
(Phase Two and Three are Optional and will be activated only upon a separate document with written approval of the Client.)

5.2. Payment of Fees. Service Provider and Agency agree to manage the payment of Fees in accordance with the provisions of this section.

5.2.1. Payments. Agency shall provide monthly payments from the Checking and/or Trust Account to the Service Provider.

5.2.2. Payment Procedure. Agency shall remit to Service Provider a statement of fees monthly. Service Provider shall remit to Agency payment of said fees after approval by City Council of said claim. City Council typically meets on the second and fourth Tuesday of each month. Agency fees shall be paid no later than five (5) days after approval by Council. Payments made after the due date shall be subject to a late charge of twelve percent (12%) per annum or the highest rate allowed by applicable law. Claims by Agency for said fees must be submitted to Service Provider no later than seven (7) days prior to scheduled Council meetings. United States Federally recognized holidays shall extend all due dates above by one (1) day. Service Provider acknowledges that its failure to authorize Fees to the Agency by the Due Date constitutes a breach of this Agreement. Service Provider grants Agency a lien on the Checking and/or Trust Account until the Fee is received by Agency. In addition, Service Provider shall be responsible for all costs of collection, including reasonable attorney’s fees incurred in enforcing this Section (“Payment Terms”).

5.2.3. Electronic Funds Transfer. When a check is used by Service Provider for Agency’s payment, the Service Provider authorizes Agency to either use information from any check received by Agency to make a one-time EFT from the applicable account or to process the payment as a check transaction. When Agency uses an EFT, funds may be withdrawn from the applicable account as soon as the same day Agency receives payment and Service Provider will not receive a cancelled check back from its financial institution.

Article 6

Confidential Information

The Service Provider hereby acknowledges that it shall have access to Agency's Confidential Information. Service Provider acknowledges that Agency's obligations under this Agreement are expressly contingent on Service Provider's compliance with this article. Service Provider expressly recognizes that: (i) the efficacy and profitability of Agency's business is dependent in part upon Service Provider's protection of Agency's Confidential Information; (ii) Service Provider may already possess Confidential Information which Agency desires to protect and (iii) in receiving Services, Service Provider may be provided access to and/or gain knowledge of Agency's Confidential Information as defined below.

6.1. Nondisclosure. To ensure the continued confidentiality of the Confidential Information, Service Provider shall not, during the Term of this Agreement or for a period of twenty-four (24) months after Termination of this Agreement, disclose to or use, for any other person or entity, directly or indirectly, any of Agency's Confidential Information, except as such disclosure or use is expressly authorized by Agency in writing, as permitted by law or is reasonably required in connection with performance of this Agreement.

6.2. Property. All Confidential Information and all Agency's files, reports, materials, records, documents, notes, memoranda and other items and any originals or copies thereof, which Service Provider either is provided, prepares, uses or simply acquires during the Term of this Agreement ("Property") are, and shall remain, the sole and exclusive property of the Agency and shall not be removed from Agency's and Service Provider's premises or disclosed to any other party without the prior written consent of Agency.

6.3. Confidential Information. As used herein, the term "Confidential Information" means any and all information relating directly or indirectly to Agency that is not generally ascertainable from public or published information or trade sources including, without limitation, all information concerning copyrighted materials, patented materials, contracts, forms, research, product information, services and pricing of services, patient data and any information protected by any state or federal privacy laws or regulations, which is or was disclosed to Service Provider, or known by Service Provider as a consequence of or through Service Provider's relationship with Agency.

6.4. Remedies. In the event of a breach of any covenant in this article, it is understood and agreed that Agency shall be entitled to injunctive relief, as well as all applicable remedies at law or in equity, available to Agency against the Service Provider and any such breach shall be a Material Breach.

6.5. Return of Confidential Information. Service Provider agrees, immediately upon the Termination of this Agreement, to make a diligent search for any and all Property and return to Agency or destroy the information as directed prior to, or upon, the Termination of this Agreement.

6.6. Applicable Law. The Parties shall comply with all applicable laws, including, without limitation, HIPAA and the additional requirements for any Healthcare Accounts as further detailed in Exhibit B-2 and Exhibit B-3 attached hereto and incorporated by reference.

6.7. Indemnification Regarding Open Records. Agency understands that the Service Provider must comply with public records laws, and the Agency may from time to time be the custodian of Service Provider's records subject to disclosure. Agency agrees to provide Service Provider with any public records it requests that do not fall under the protection of the HIPAA within seven (7) days after the Service Provider requests the same in writing.

Article 7

Indemnification

7.1 Agency Indemnification. Service Provider shall indemnify and hold the Agency and assigns harmless from and against any actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation and attorney's fees incurred or suffered as a result of the Service Provider's breach of any provision of this Agreement whether by negligent or intentional means causing an incident where recovery is sought including, but not limited to, actions arising out of the failure of the Service Provider to fully, completely, accurately and adequately report, for purposes of the Agency's collection attempt of a Customer Account. It is understood and agreed that this acknowledgment is given as a full release of liability to the Agency.

7.2 Service Provider Indemnification. Agency shall indemnify and hold the Service Provider and assigns harmless from and against any actions, causes of actions, claims, demands, damages, costs, loss of services, expenses, compensation and attorney's fees incurred or suffered as a result of the Agency's breach of any provision of this Agreement whether by negligent or intentional means. It is understood and agreed that this acknowledgment is given as a full release of liability to the Service Provider.

Article 8

Miscellaneous Provisions

8.1. Exclusivity. Service Provider hereby acknowledges the Agency is the exclusive provider of the Services specified herein to the Service Provider.

8.2. Assignment. Either Party may freely assign this Agreement upon the nonassigning Party's failure to provide the written rejection, not to be unreasonably withheld by nonassigning Party, within thirty (30) days of its receipt of written Notice of assignment from the assigning Party.

8.3. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the Parties agree that the maximum period or scope legally permissible under such circumstances will be substituted for the period or scope stated herein.

8.4. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska without giving any effect to any choice or conflict provision of law that would cause the application of the laws of any jurisdiction other than the State of Nebraska.

8.5. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if given: (i) in writing and personally delivered; (ii) sent by certified mail, postage prepaid, to the address set forth in the introductory paragraph or other notice address as designated in writing between the Parties prior to delivery and shall be effective and duly delivered on the day of personal or courier delivery; (iii) via electronic mail to an electronic mail address as designated in writing between the Parties prior to delivery and shall be effective and duly delivered upon the sending Party's confirmation of receiving Party's receipt of electronic notice or (iv) via electronic facsimile transmission to the name, address and facsimile number of the receiving Party as designated in writing between the Parties prior to delivery and shall be effective and duly delivered upon the sending Party's receipt of confirmation ("Notice").

8.6. Waiver. The waiver of one Party of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach.

8.7. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their respective heirs, representatives, successors and assigns.

8.8. Entire Agreement. This Agreement and any Exhibits or Addendums attached hereto shall be deemed to express, embody and supersede all previous understandings, agreements and commitments, whether written or oral, between the Parties hereto with respect to the subject matter hereof and to fully and finally set forth the entire agreement between the Parties hereto. No modifications shall be binding unless stated in writing and signed by all Parties hereto.

8.9. Counterparts. This Agreement may be signed in one or more counterparts but all of which taken together shall constitute one instrument.

8.10. Attorney Fees. In any proceeding to enforce the terms of this Agreement, each Party shall be responsible for their own attorney's fees, unless otherwise stated in this Agreement, or if an action brought forth is deemed frivolous by a court of law, in which case the Party bringing the frivolous action shall be responsible for any attorney's fees incurred.

8.11. Construction. The Parties and their respective counsel have had the opportunity to review and revise this Agreement. The Parties acknowledge that the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.

8.12. Incorporation of Recitals and Introductory Statements. The Parties hereto acknowledge that the recitals and all introductory statements are true and correct and incorporated by reference.

8.13. Electronic Signatures. Facsimile and electronic signatures in PDF form shall be considered original signatures for the purpose of enforcing this Agreement.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

Agency:

Life Line Billing Systems, LLC., d/b/a
LifeQuest Services
a Delaware limited liability company

Service Provider:

City of Grand Island,
a Nebraska municipality

By: Michael J. Finn

Its: CEO

Date:_____.

By: Jay Varicek

Its: Mayor

Date:_____.

EXHIBIT A-1
BILLING PROCEDURES

All billing services on Patient Accounts will be in the name of Service Provider.

Initial Billing

- Patient receives initial billing for services that were provided. In addition, Patient's primary insurance company is billed. With Patients who are participating in a Medicaid Program, Medicaid will be billed directly. If Medicaid Patient has primary commercial insurance coverage, that company will be billed first and Medicaid will act as a secondary carrier. Medicaid and Medicaid HMO Patients will not receive a bill if required by state law, unless appropriate waivers are allowed and obtained and signed by the Patient or other authorized person.
- On the back of the initial bill there is information provided to Patients which explains the billing process and reimbursement opportunities.
- The Patient will typically be billed within seven days of receipt of all the necessary billing documentation and information.
- For the convenience of the Patient transported by your service there is an invoice and a return envelope for sending the payment with all billings.

Second Billing

- The Patient will receive a second bill normally within thirty (30) days after the first bill was sent. Agency utilizes a scheduling procedure that places bills into specific cycles, which will ensure the submission of regularly scheduled billings. Once the Patient's primary insurance has paid, any secondary insurance will be submitted for consideration for any unpaid balances.

Third Billing

- Normally at this point, Medicare, Medicaid, and private insurance companies will have paid the maximum amounts eligible for the Patient.
- This invoice is sent normally within sixty (60) days after the initial billing has been forwarded. A note is also applied to this bill which reminds them of their responsibilities for payment.

Note: Any resubmissions that would be necessary due to lack of information or incorrect information would be resubmitted upon receiving the proper information at any stage of billing.

Collected Patient Fees

Checking Account. Agency shall make regular deposits of all payments received into a checking account established for the Service Provider by the Agency for the depositing of Fees collected on behalf of the Service Provider and to provide regularly scheduled payments to Service Provider and Fees to the Agency. The Agency will also manage and oversee all business activities related to the checking account and the posting of payments to proper Patient Accounts. Agency shall have the authority to manage the Checking Account, including without limitation stopping payments on refund checks or revenue checks that have not been cashed within a reasonable period of time. Service Provider further agrees to execute any such documents at each banking institution necessary to authorize the rights granted to Agency herein.

EXHIBIT B-1
DOCUMENTATION PROCEDURES

1. EVERY PATIENT must have the Insurance/Medicare Authorization form signed at the hospital by the patient or patient's representative.
2. EVERY Medicare or Medicaid patient that is transported from hospital to hospital or hospital to nursing home/residence must have a Physicians Certification Statement for transport completed by a doctor BEFORE the transport unless there is an acute emergency.
3. Agency does not bill for WAITING TIME for Medicare patients. Rather, the patient is billed for two separate runs.
4. Run Forms:
 - A. All documents must be written legibly.
 - B. The patient's name, address, phone number and Social Security number need to be documented if at all possible.
 - C. Record location of patient pick-up and transport destination.
 - D. Record all appropriate dispatch information. (Nature of Call)
 - E. Record all patient past history related to this emergency/non-emergency.
 - F. Record all patient complaints related to this emergency/non-emergency.
 - G. Complete a detail narrative indicating the medical necessity for transport.
 - H. Record patient's date of birth.
 - I. Record admitting/receiving doctor's name (first & last).
 - J. Obtain a copy of the hospital top/face sheet from the Emergency Department admit.
 - K. Obtain all available insurance information, including complete hospital admit form - copies of insurance cards are very helpful.
 - L. Record the responsible party for all patients.
 - M. Record all times accurately.
 - N. Record loaded mileage to the nearest tenth of a mile (i.e. 11.2 mi).
 - O. Record crew names, crew license levels and any specialty areas of expertise which are relevant to the patient care being provided.
 - P. Have all crew members review the form for accuracy and completeness before leaving receiving facility.
 - Q. Complete disposables billing, procedure and crew record form.
 - R. Service Provider shall keep copies of all information provided to the Agent.
 - S. Record reasons why transport by other means was contraindicated.
 - T. Record reasons why the level of service was required, i.e. ALS assessment.
 - U. Record patient condition at the time of transport including chief complaint.
 - V. Record zip code at point of pickup.
 - W. Obtain necessary Medicare and Medicaid waivers where appropriate, signed by patient or other appropriate person. *PCS and/or ABN

EXHIBIT B-2

Healthcare Account Provisions

These provisions provide additional terms not included in the Agreement that apply to any Healthcare Accounts placed by Service Provider.

1. **Healthcare Account Laws.** Health Insurance Portability and Accountability Act (HIPAA) and the Electronic Transaction, Security and Privacy Standards (“Standards”) promulgated by the Department of Health and Human Services and set forth in 45 C.F.R. Parts 142, 160, 162 and 164; as well as HIPAA governing privacy of certain information (“HIPAA Privacy Rule”) or the security of certain information (“HIPAA Security Rule”) (collectively the “HIPAA Rules”) (HIPAA, Standards and HIPAA Rules collectively the “Healthcare Account Laws”).
2. **Healthcare assurances.** Agency, for the purpose of the Healthcare Accounts: (i) is a “Business Associate” under HIPAA and (ii) will perform the Services within the limits of the Healthcare Account Laws.
3. **“Services”** for Healthcare Accounts also specifically include: (i) the determination of eligibility or coverage, including coordination of benefits or the determination of cost sharing amounts, and subrogation of health benefit claims; (ii) obtaining payment under a contract for reinsurance and related health care data processing; and (iii) review of health care services with respect to coverage under a health plan or justification of charges.
4. **Return of accounts.** Service Provider must accept, without penalty to Agency, any Healthcare Account that Agency believes or has reason to believe is subject to restrictions on the use or disclosure of Protected Health Information (PHI), as defined in 45 C.F.R. § 160.103.
5. **Notification requirements.** Service Provider must immediately notify Agency in writing of its actual or reasonably conceived knowledge of any restrictions placed on the use of Agency, along with sufficient detail to allow Agency to honor such restrictions.
6. **Service Provider representations.** Service Provider “Representations” also include (i) Service Provider has and shall obtain all necessary consents under 45 C.F.R. § 164.506 (c) for all Healthcare Accounts, sufficient to permit the disclosure of PHI to Agency and to permit Agency to perform services incidental to this Agreement; (ii) that the uses and disclosures of the PHI of Healthcare Accounts are consistent and in accordance with the Service Provider’s privacy policies and procedures adopted pursuant to the Standards, HIPAA and any other Applicable Laws and (iii) all uses and disclosures of the Healthcare Account information specified in this Agreement are made and authorized as part of treatment, payment and healthcare operations relating to Service Provider.
7. **Special confidentiality considerations for Healthcare Accounts.** The confidentiality considerations contained in this section apply to Healthcare Accounts only.
 - a. Agency is not prohibited by confidentiality from sending the patient or the responsible party a copy of the bill issued by Service Provider or using a copy of the bill issued by Service Provider as evidence in a court proceeding.
 - b. To the extent the Services provided to Service Provider by Agency may cause Agency to be defined as a “Business Associate” of Service Provider under the HIPAA Rules, and the Service Provider in its capacity as a “Covered Entity” as defined in the HIPAA Privacy Rule is required to comply with the HIPAA Privacy Rule or the HIPAA Security Rule, Agency shall:
 - i. not use or further disclose PHI, other than as permitted or required by this Agreement or as required by law, further provided that in any case, such use or disclosure would not constitute a violation of the HIPAA Privacy Rule if done by Service Provider;

- ii. other than as provided for in this Agreement, use appropriate administrative, physical and technical safeguards to prevent use or disclosure of PHI, and to reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that Agency creates, maintains or transmits on behalf of Agency, and provide Service Provider with any requested information regarding such safeguards;
- iii. be obligated to provide information, to make corrections or amendments to information, to respond to the written instruction or request of Service Provider; and deliver information and documentation to Service Provider as directed, in writing, by Service Provider;
- iv. promptly report to Service Provider any use or disclosure of PHI by Agency, its officers, directors, employees, agents and subcontractors and, to the extent known by Agency, report to Service Provider any use or disclosure by such persons not authorized by this Agreement and the remedial action taken by Agency with respect to such use or disclosure and provide such information to Service Provider upon written request of Service Provider, which request shall be made only in connection with an accounting request made to Service Provider under the then applicable HIPAA Standards;
- v. information regarding any unauthorized use or disclosure of PHI shall be maintained by Agency for a period of not less than six (6) years from the date of such unauthorized use or disclosures;
- vi. report to Service Provider any PHI not provided to Agency by Service Provider that Agency becomes aware;
- vii. ensure that any agents of Agency, including a subcontractor, to whom Agency provides PHI that is received from, or created or received by Agency on behalf of Service Provider, agrees to the same restrictions and conditions set forth in this section that apply to Agency with respect to such PHI;
- viii. to the extent applicable to Agency, promptly make available PHI in the Designated Record Set (as defined in 45 C.F.R. § 164.501) in accordance with 45 C.F.R. § 164.524;
- ix. to the extent applicable to Agency, promptly make available PHI in the Designated Record Set for amendment and incorporate any amendments to PHI as requested by Service Provider in accordance with 45 C.F.R. § 164.526;
- x. to the extent applicable to Agency, promptly make available information required for Service Provider to provide an accounting of disclosure in accordance with 45 C.F.R. § 164.528;
- xi. use and disclose the information for the proper management and administration of Agency and to carry out the legal responsibilities of FAC, including, but not limited to its duties under the FDCPA and as otherwise provided in this Agreement;
- xii. mitigate, to the extent practicable, any harmful effect that is known to Agency, of a use or disclosure of PHI by the Agency in violation of this Agreement;
- xiii. shall provide Service Provider with copies of any subcontractor or agent contracts upon written request throughout the Term;
- xiv. make PHI available to Service Provider and to the individual who has a right of access as required under HIPAA within thirty (30) days of the request;
- xv. make Agency's internal practices, books, and records related to the use and disclosure of PHI received from, or created or received by Agency on behalf of Service Provider available to the Secretary of Health and Human Services for purposes of determining Service Provider's compliance with the Health and Human Services Department Standards

for Individually Identifiable Health Information, 45 C.F.R. Parts 142, 160, 162 and 164; and

- xvi. within thirty (30) calendar days of termination of this Agreement, if feasible, return all PHI received from, or created or received by FAC, its agents and subcontractors on behalf of Service Provider that is maintained in any form, or, if such return is not feasible, extend the protections of this section to the PHI retained by Service Provider and limit further uses and disclosure of PHI to those purposes that make the return or destruction of the PHI infeasible.

- 8. **Reimbursement.** Service Provider shall reimburse Agency for reasonable costs and expenses that it incurs to search, restore, compile, photocopy or otherwise reproduce and deliver information, data or documents pertaining to Services provided under this Agreement whether requested by Service Provider, its agents and representatives, the patient for whom healthcare services were provided, the responsible party on the Healthcare Account, the Department of Health and Human Services or any other person or entity entitled to such information by operation of law or contract when and as approved prior to incurring of charges by Service Provider.

RESOLUTION 2014-335

WHEREAS, the City of Grand Island advertised a request for proposal for Ambulance and Fire Department Billing Services; and

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

WHEREAS, Life Line Billing Systems, LLC is the vendor recommended to provide ambulance and Fire Department billing services; and

WHEREAS, Life Line Billing Systems, LLC will charge the City Of Grand Island a fee of 6% of net cash collected.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the contract with Life Line Billing Systems, LLC.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 28, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
October 24, 2014	▣ City Attorney



City of Grand Island

Tuesday, October 28, 2014

Council Session

Item I-3

#2014-336 - Consideration of Approving Designated Depositories and City Treasurer Authorizations

Staff Contact: Jaye Monter, Finance Director

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: October 28, 2014

Subject: Approving Designated Depositories and City Treasurer Authorizations

Item #s: I-3

Presenter(s): William Clingman, Senior Accountant

Background

Dependent upon City Council approval, the Finance Department in cooperation with the Fire/Ambulance Department will be moving to a third party vendor to process ambulance billings and collections. With this approval, it will be necessary to update the comprehensive list of depositories adding one bank to the approved list.

Discussion

The document adds Hometown Bank of Wisconsin to the approved depository list. The addition of this bank is needed to facilitate the EMS and Fire billing services performed by Life Line Billing Systems, LLC, doing business as LifeQuest Services. An account will be opened up in the name of the City Of Grand Island that LifeQuest will utilize to manage all payments and refunds related to the billing services. Any balance, over the minimum necessary, in the Hometown Bank account will be regularly transferred to the City's local bank account.

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 2014-336

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; Heritage Bank; and Hometown Bank of Wisconsin 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	<input type="checkbox"/>
October 24, 2014	<input type="checkbox"/> 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.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 28, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 28, 2014

Council Session

Item I-4

#2014-337 - Consideration of Approving Amendment to Finance Personnel FTE Budget Allocation

Staff Contact: Jaye Monter, Finance Director

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: October 28, 2014

Subject: Approving Amendment to Finance Personnel FTE Budget Allocation

Item #'s: I-4

Presenter(s): Billy Clingman, Senior Accountant

Background

Dependent upon City Council approval, the Finance Department in cooperation with the Fire/Ambulance Department will be moving to a third party vendor to process ambulance billings and collections. Currently the finance department utilizes 1.5 FTEs to process all ambulance billings and collections.

Discussion

In conjunction with a recent retirement and the intent to transfer daily ambulance billing and collections to the Council approved third party vendor, the workload of the accounting clerks and other staff involved in ambulance billings and collections will significantly be reduced. Therefore, the Finance Department is asking Council to eliminate one full-time accounting clerk position currently vacant. This position along with benefits is budgeted at \$73,000 in the 2014-2015 Finance Department personnel allocation.

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 amendment to the Finance Personnel 2014-2015 FTE Budget Allocation with a decrease of 1.00 accounting clerk FTE.

Sample Motion

Move to approve this amendment to the Finance Personnel 2014-2015 FTE Budget Allocation with a decrease of a 1.00 FTE.

RESOLUTION 2014-337

WHEREAS, the City of Grand Island Finance Department and Fire/Ambulance Departments have an opportunity to transfer all ambulance billings and collections to a third party vendor; and

WHEREAS, upon City Council approval of a third party vendor to process ambulance billings and collections, the Finance Department will be able to reduce the workload of accounting clerks and other staff involved in these daily processes; and

WHEREAS, in conjunction with a recent retirement, there is no need to replace the accounting clerk position budgeted at \$73,000 for fiscal year 2014-2015; and

WHEREAS, an amendment to the Finance Personnel FTE Budget Allocation is necessary to allow for the decrease a 1.00 FTE.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that amending the Finance Personnel FTE Budget Allocation with a decrease of a 1.00 FTE for fiscal year 2014-2015 is hereby approved.

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Adopted by the City Council of the City of Grand Island, Nebraska, October 28, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 24, 2014	☐ City Attorney



City of Grand Island

Tuesday, October 28, 2014

Council Session

Item I-5

#2014-338 - Consideration of Amendment to the Redevelopment Plan for CRA Area 9 located at 2228 N. Webb Road known as Northwest Commons or the former “Grand Island Mall”

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

Staff Contact: Chad Nabity

RESOLUTION 2014-338

RESOLUTION OF THE CITY OF GRAND ISLAND, NEBRASKA, APPROVING AN AMENDMENT TO A REDEVELOPMENT PLAN FOR THE CITY AND AGREEING TO A REDEVELOPMENT CONTRACT AND THE PLEDGE OF TAXES WITH RESPECT TO A REDEVELOPMENT PROJECT IN A REDEVELOPMENT AREA FOR THE BENEFIT OF THE CITY OF GRAND ISLAND (NORTHWEST COMMONS PROJECT)

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, has determined it be desirable to undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has previously declared Redevelopment Area No. 9 described on Exhibit A of the City (the "Redevelopment Area") to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, on August 26, 2014, following consideration of the recommendations of the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority") to the Planning Commission, the recommendations of the Planning Commission to the City, and following the public hearing with respect to Site Specific Redevelopment Plan, Grand Island CRA Area 9 (the "Redevelopment Plan"), the City approved the Redevelopment Plan for the Redevelopment Area pursuant to Resolution # 2014-254.

WHEREAS, the Authority has prepared an Amended and Restated Redevelopment Plan pursuant to Section 18-2111 of the Act, which includes a proposal for the designation of an enhanced employment area, described on Exhibit B (the "Enhanced Employment Area"), in the form attached as Exhibit C (the "Amended Redevelopment Plan"), and recommended the Amended Redevelopment Plan to the Planning Commission of the City; and

WHEREAS, the Planning Commission of the City reviewed the Amended Redevelopment Plan pursuant to the Act and submitted its recommendations, to the City, pursuant to Section 18-2114 of the Act; and

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Amended Redevelopment Plan and as authorized in the Amended Redevelopment Plan, as described on the attached Exhibit D ("Redevelopment Project"); and

WHEREAS, the City published notices of a public hearing and mailed notices as required pursuant to Section 18-2115 of the Act and has, on the date of the Resolution held a public hearing on the proposal to amend and restate the Redevelopment Plan to include the Redevelopment Project and the proposed enhanced employment area described above.

Approved as to Form ☐ _____
October 24, 2014 ☐ City Attorney

NOW, THEREFORE, be it resolved by the City Council of the City of Grand Island, Nebraska:

1. The Amended Redevelopment Plan of the City for the area described on the attached Exhibit A, including the Enhanced Employment Area described on the attached Exhibit B and the Redevelopment Project legally described on the attached Exhibit D, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Amended Redevelopment Plan, including the Enhanced Employment Area and the Redevelopment Project identified on the attached Exhibit D, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the Redevelopment Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the Redevelopment Project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission with respect to the Redevelopment Contract.

2. Approval of the Amended Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Amended Redevelopment Plan in accordance with the Act.

3. The form and substance of the Redevelopment Contract as set forth for on the attached Exhibit D is hereby approved and affirmed, and the Mayor and Clerk are hereby authorized and directed to execute such documents and take such actions as are necessary to carry out this Resolution, including, but not limited to, entering into a Redevelopment Contract with the Authority and a redeveloper in substantially the form as set forth in Exhibit D.

4. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Amended Redevelopment Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall be January 1, 2016 as follows:

- a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
- b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded,

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

- c. The Mayor and City Clerk are authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.

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

6. Any resolution passed and approved prior to the passage and approval of this Resolution which is in conflict with the terms and provisions of this Resolution is repealed to the extent of such conflict. This Resolution shall take effect and be in force and effect from and after its passage and approval as required by law. The provisions of this Resolution are separable, and invalidity of any phrase, clause, or part of this Resolution shall not affect the validity or effectiveness of the remainder of this Resolution.

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Adopted by the City Council of the City of Grand Island, Nebraska, October 28, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

EXHIBIT "A"

- 3 -

Grand Island Mall – 2228 N Webb Rd

REDEVELOPMENT AREA

- Lot 10 of Grand Island Mall Eighth Subdivision and Lot 2 of the Grand Island Mall Fifteenth Subdivision in the City of Grand Island, Hall County, Nebraska.

EXHIBIT “B”

ENHANCED EMPLOYMENT AREA

A tract of land comprising all of Lot Ten (10), Grand Island Mall Eighth Subdivision and all of Lot Two (2), Grand Island Mall Fifteenth Subdivision, all in the City of Grand Island, Hall County, Nebraska, and containing 16.428 acres more or less, EXCEPTING THEREFROM

A tract of land comprising a part of Lot Ten (10), Grand Island Mall Eighth Subdivision and a part of Lot Two (2), Grand Island Mall Fifteenth Subdivision, all in the City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

Beginning at the northwest corner of said Lot Ten (10); thence running easterly on the north line of said Lots Ten (10), on an Assumed Bearing of N89°47'33"E, a distance of Two Hundred Thirty Five (235.00) feet, to the Actual Point of Beginning; thence continuing N89°47'33"E, on the north line of said Lot Ten (10) and said Lot Two (2), a distance of Two Hundred Fifty Three and Fifty Hundredths (253.50) feet; thence running S00°12'27"E, a distance of Two Hundred Six (206.00) feet; thence running S89°47'33"W, a distance of Two Hundred Fifty Three and Fifty Hundredths (253.50) feet; thence running N00°12'27"W, a distance of Two Hundred Six (206.00) feet, to the Actual Point Of Beginning and containing 1.672 acres more or less. Net 14.756 acres more or less.

EXHIBIT “C”

AMENDED REDEVELOPMENT PLAN

EXHIBIT “D”

REDEVELOPMENT CONTRACT



City of Grand Island

Tuesday, October 28, 2014

Council Session

Item J-1

Approving Payment of Claims for the Period of October 15, 2014 through October 28, 2014

The Claims for the period of October 15, 2014 through October 28, 2014 for a total amount of \$3,749,072.14. A MOTION is in order.

Staff Contact: Jaye Monter