
City of Grand Island



Tuesday, December 16, 2008

Council Session Packet

City Council:

**Larry Carney
Scott Dugan
John Gericke
Peg Gilbert
Chuck Haase
Robert Meyer
Mitchell Nickerson
Bob Niemann
Kirk Ramsey
Jose Zapata**

Mayor:

Margaret Hornady

City Administrator:

Jeff Pederson

City Clerk:

RaNae Edwards

**7:00:00 PM
Council Chambers - City Hall
100 East First 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.

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.

MAYOR COMMUNICATION

This is an opportunity for the Mayor to comment on current events, activities, and issues of interest to the community.



City of Grand Island

Tuesday, December 16, 2008

Council Session

Item E1

Public Hearing on Redevelopment Plan for Property in Blight and Substandard Area #6 Located at 233 and 235 N Darr Avenue and 2018 and 2020 Blake Street

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: December 16, 2008

Subject: Amendment to Redevelopment Plan for CRA Area #6

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

Presenter(s): Chad Nabity, AICP CRA Director

Background

In January of 2008, the Grand Island City Council declared property referred to as CRA Area #6 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 improvements to and expansion of existing infrastructure including but not limited to: streets, water, sewer, drainage. TIF can also be used for the acquisition of property, redevelopment of property, site preparation, landscaping and parking.

Todd Enck (the developer) has submitted a proposed amendment to the redevelopment plan that would provide for the construction two duplex buildings one on each lot. The first building would have two 962 square foot units with attached garages. The second building would have two 1062 square units with attached garages. Both units would have landscaped yards with underground sprinkling installed.

The CRA reviewed the proposed development plan and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on November 17th. It is expected that they will, after having received a recommendation from the RPC, approve and recommend Council the plan amendment and forward it to Council for review, approval and authorization to negotiate a contract for TIF during their meeting on the 8th of December.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on December 3rd. The Planning Commission approved Resolution 2009-02 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 and to enter into the record a copy of the plan amendment, the draft TIF contract under consideration by the CRA, and a copy of the cost benefit analysis that was performed regarding this proposed project.

Council is being asked to approve a resolution approving the cost benefit analysis as presented along with the amended redevelopment plan for CRA Area #6 and authorizes the CRA to execute a contract for TIF based on the plan amendment. The redevelopment plan for amendment permits the development of a hotel at this site and the use of Tax Increment Financing to pay for the cost of acquisition of the property, demolition and site preparation, reconstruction of a new building, a hike/bike trail on or adjacent to the property, parking and landscaping. The cost benefit analysis as attached finds that this project meets the statutory requirements for as 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 \$54,650 during this 10 year period. This project will remove a substantially blighted property from the neighborhood and replace it with two new buildings.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to continue approve the resolution as submitted.

**Redevelopment Plan Amendment
Grand Island CRA Area #6
November 2008**

Property Description

This property is located at the corner of Blake Street and Darr Avenue (Lots 9 and 10 of Block 19 of Packer & Barr's Second Addition to the City of Grand Island). Property addresses include 235 and 233 N Darr Avenue and 2020 and 2018 Blake Street in Grand Island Nebraska.

Future Land Use Plan

See the attached map from the 2004 Grand Island Comprehensive Plan

Site Coverage and Intensity of Use

The developer is proposing to build two duplex buildings one on each lot. The first building would have two 962 square foot units with attached garages. The second building would have two 1062 square units with attached garages. Both units would have landscaped yards with underground sprinkling installed. Each unit will have 2 bedrooms and it is anticipated that the total occupancy of these units would range from between 4 and 16 people.

The anticipated value of this development at the time of completion is \$300,000.

Changes to zoning, street layouts and grades or building codes or ordinances

The proposed use is permitted in the current zoning district. No changes are anticipated in street layouts or grades. No changes are anticipated in building codes or ordinances.

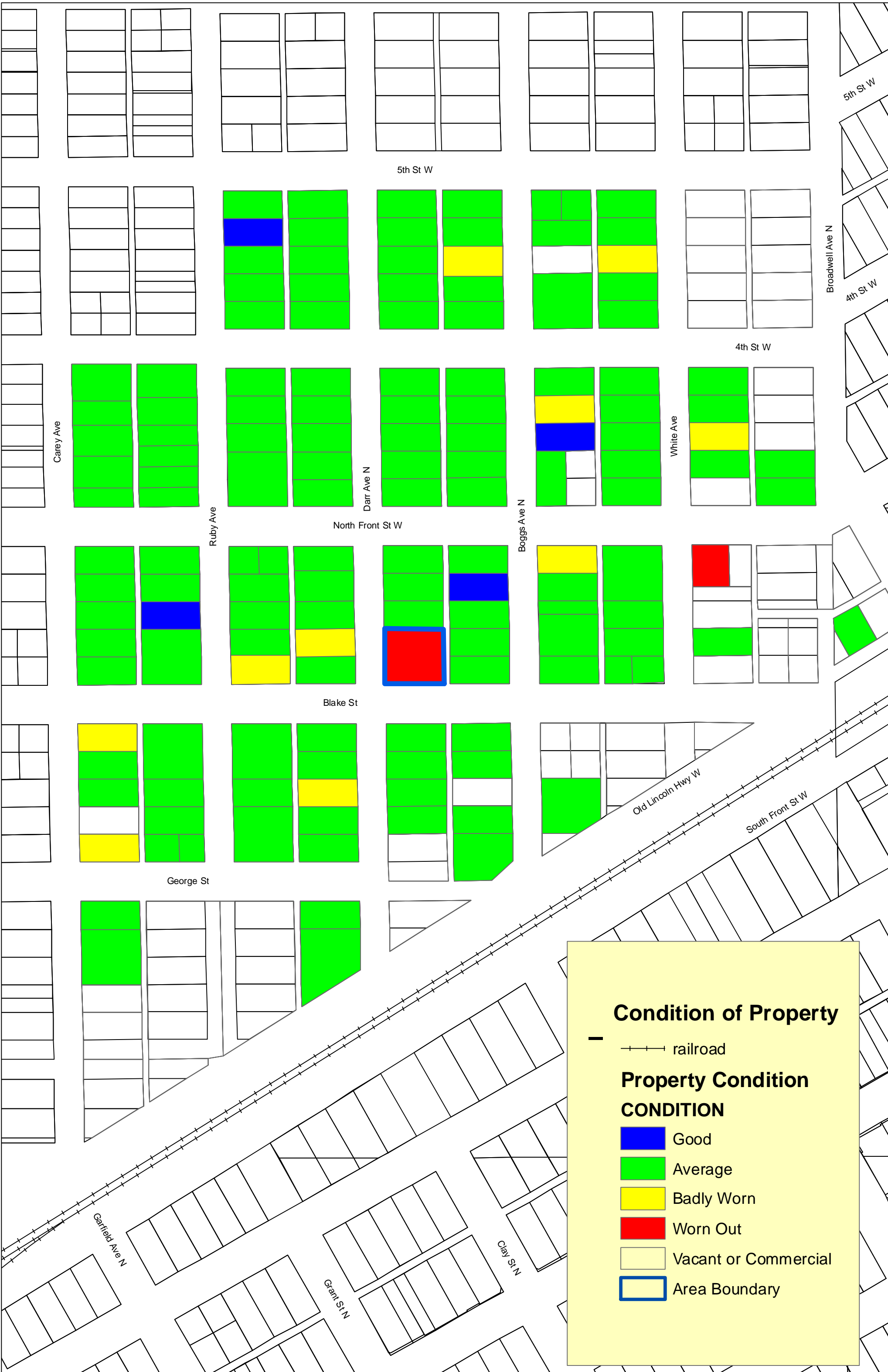
Additional Public Facilities or Utilities

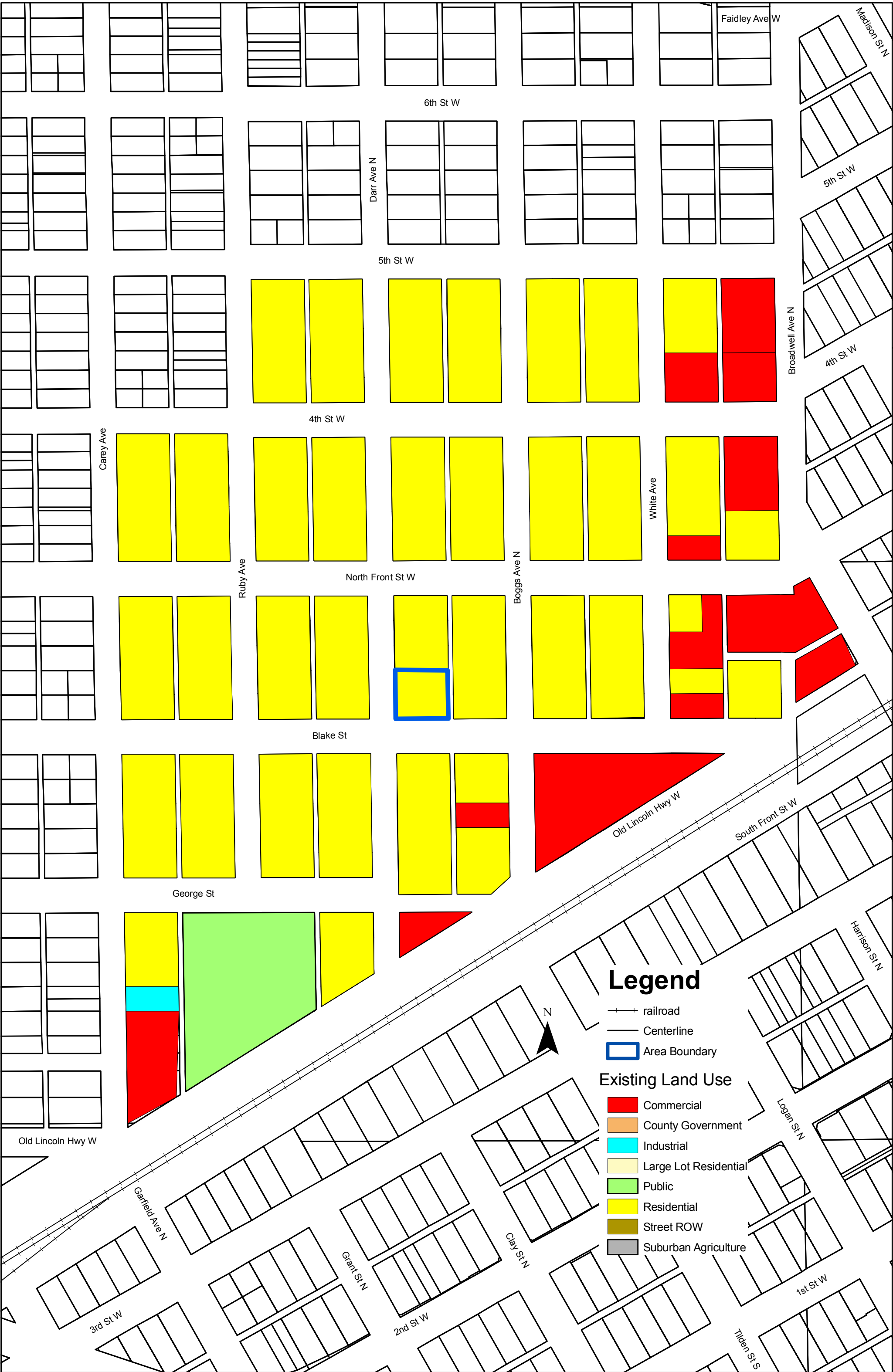
Sewer and water are available to support this development. Additional water services are anticipated so each unit has its own water service. New sewer services may be needed to support the additional development. No new mains will be required.

No other utilities would be impacted by the development.

Time Frame for Development

Development of this project is anticipated to be mostly complete during the 2009 calendar year. The base tax year should be calculated on the value of the property as of January 1, 2009. Excess valuation should be available for this project for 15 years beginning with the 2010 tax year. Excess valuation will be paid to the developer's lender per the contract between the CRA and the developer for a period not to exceed 15 years or \$53,650.



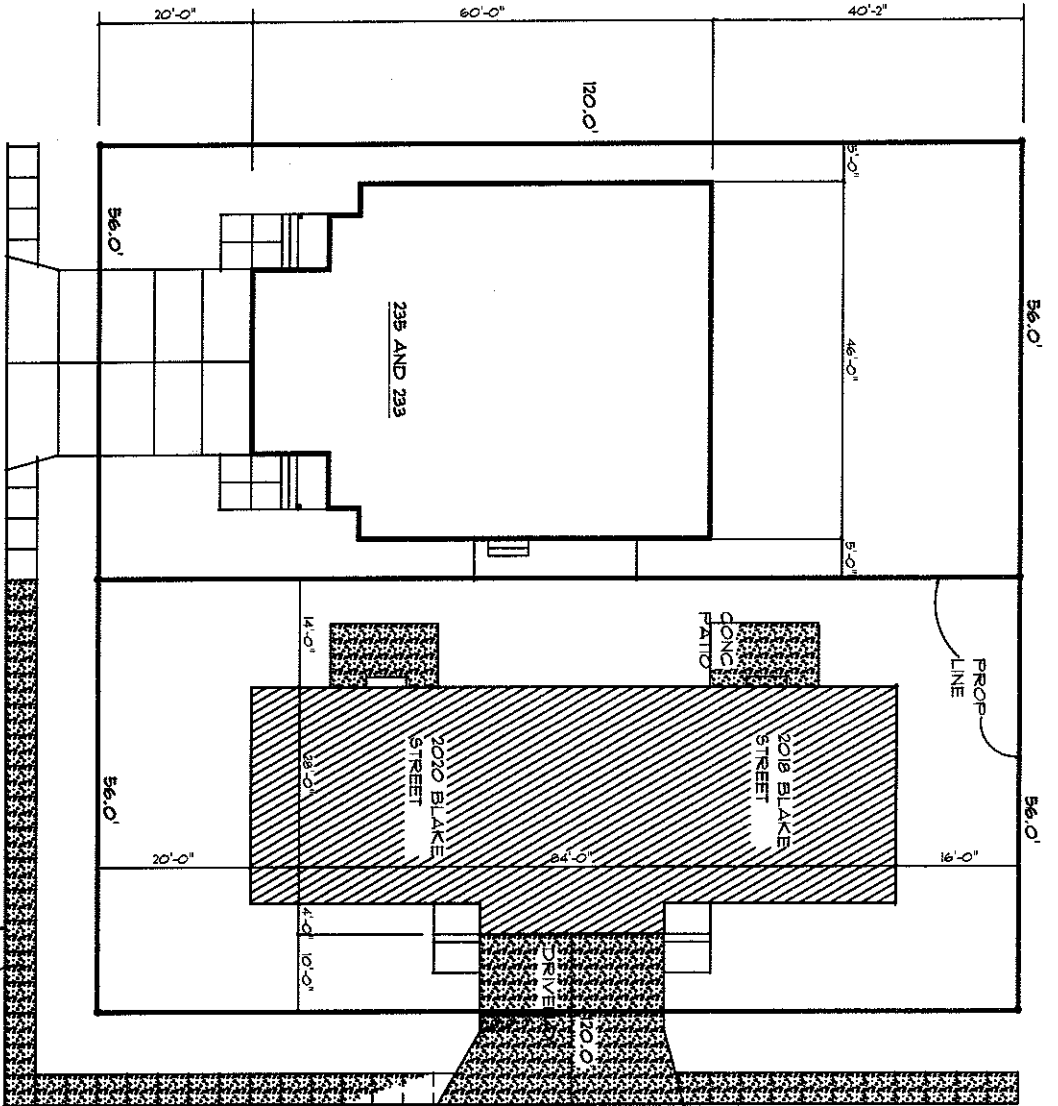


Future Land Use Map



Future Land Use Map from 2004 Comprehensive Plan adopted by the City of Grand Island for the area near Blake Street and Darr Avenue the proposed redevelopment site.

ALLEY



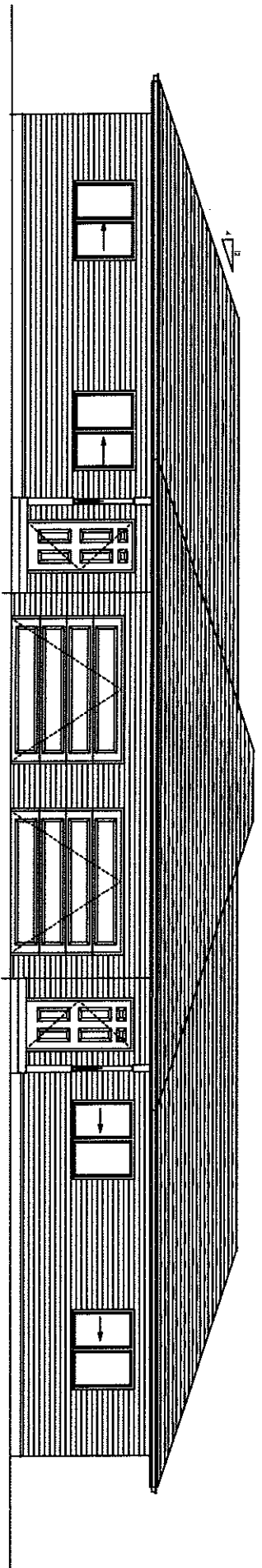
BLAKE STREET

DARR AVENUE

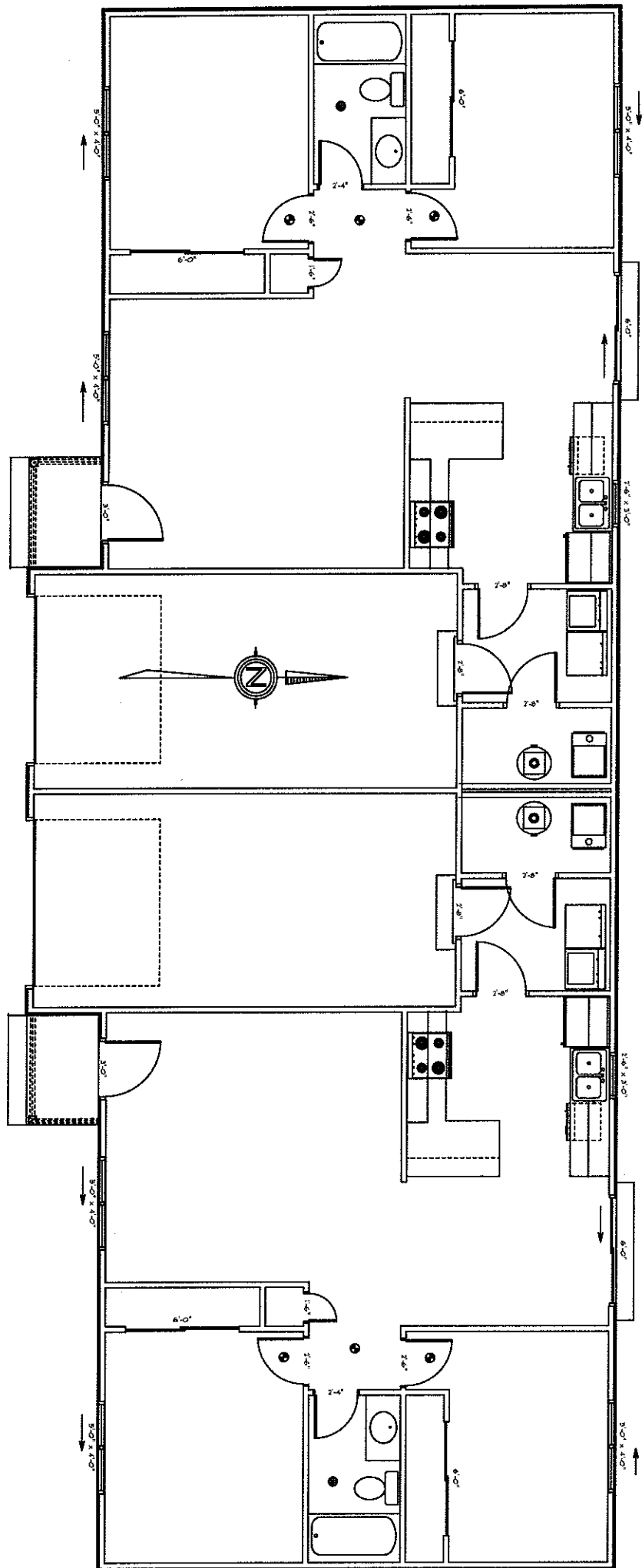
SITE PLAN

1" = 10.0'

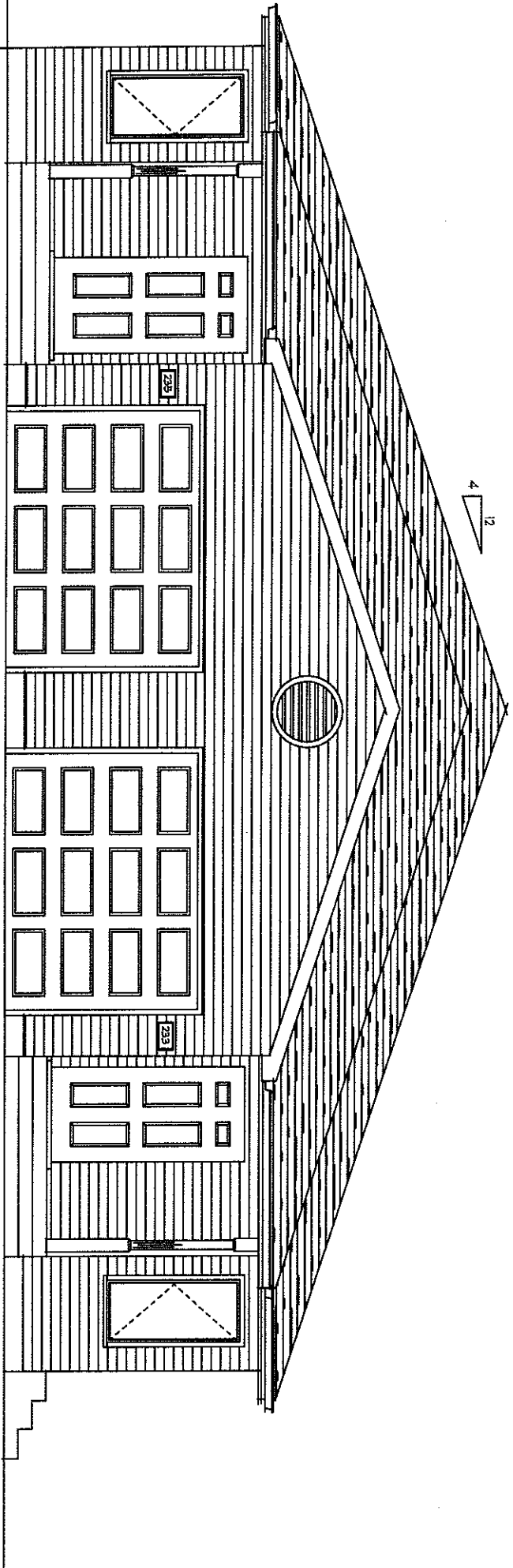




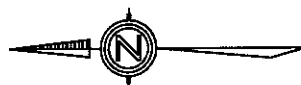
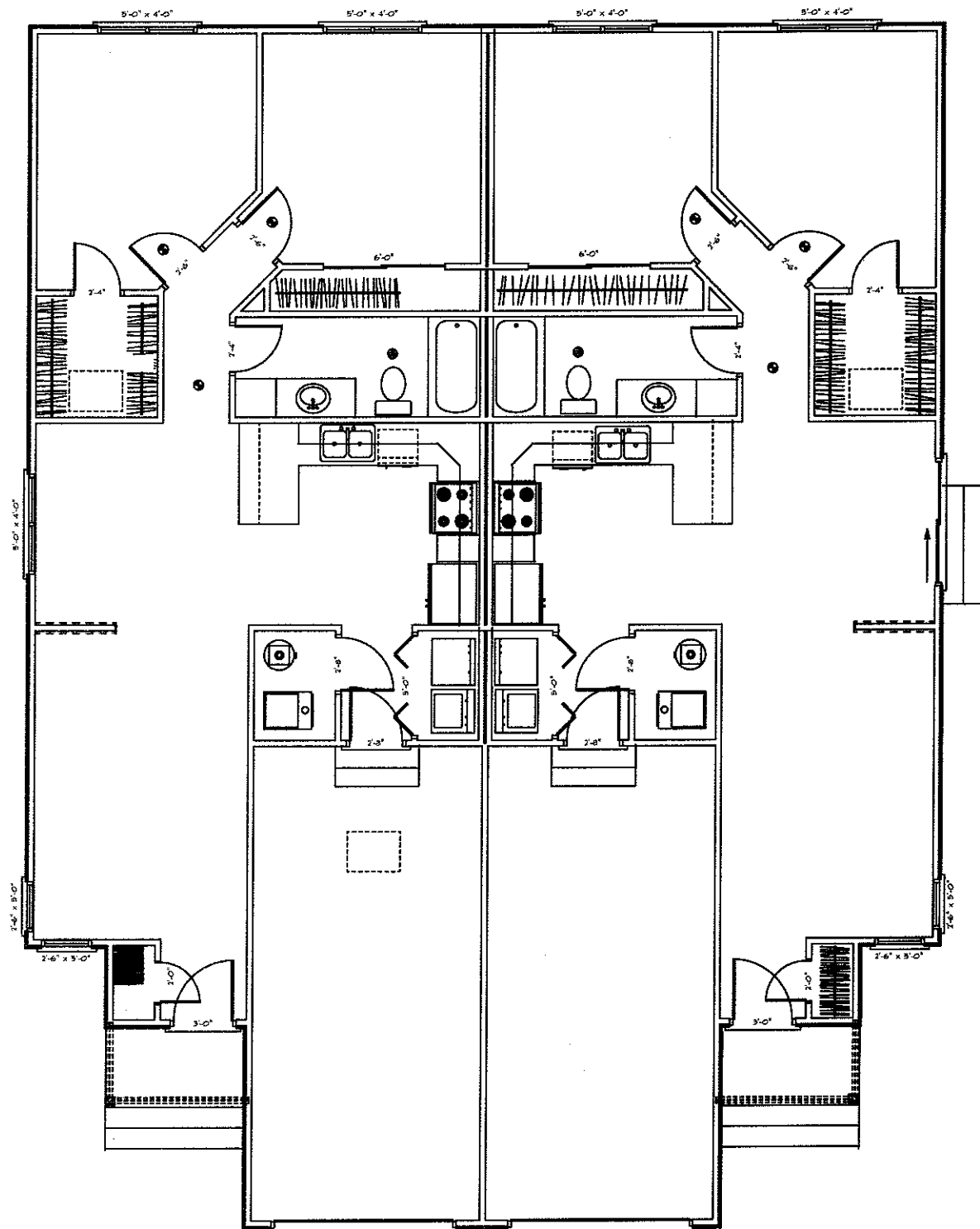
FRONT ELEVATION



4 12



FRONT ELEVATION



COMMUNITY REDEVELOPMENT AUTHORITY
CITY OF GRAND ISLAND, NEBRASKA

AREA #6

T.C. Enck Builders Inc. Project
NOVEMBER 2008

COST-BENEFIT ANALYSIS
(Pursuant to Neb. Rev. Stat Section 18-2113)

The cost-benefit analysis for the above referenced project, as described on the attached Exhibit A which will utilize funds authorized by Neb. Rev. Stat. Section 18-2147, can be summarized as follows:

T.C. Enck Builders Inc. is requesting tax increment financing to assist with the construction and redevelopment of two duplex units at 233 and 235 N Darr Ave. and 2018 and 2020 W Blake St. Each building will have two dwelling units with two bedrooms and an attached garage. This project renews the residential use of this property. The property is currently occupied by a vacant single family house that is considered worn out by the assessor's office. It is zoned for residential use. The proposed use is consistent with the current zoning of the property.

The estimated project costs are \$332,600 including the cost of acquisition of the property, necessary site improvements and utilities and construction of the new building. The amount of tax increment financing the project will generate over a 15 year period at the current tax levy rate is 2.074528 is \$87,130. The developer is requesting \$54,650 of assistance. It is anticipated that this assistance would be met in 9.4 years. The amount of TIF would be limited to \$54,650 by the contract.

A. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:

a.	Redevelopment Project Valuation	\$20,000
b.	Projected Completed Project Assessed Valuation	\$300,000
c.	Projected Tax Increment Base (b. minus a.)	\$280,000
d.	City Tax Levy (2008)	
e.	County Tax Levy (2008)	
f.	School District Tax Levy (2008)	
g.	Community College Tax Levy (2008)	
h.	Educational Service Unit Tax Levy (2008)	
i.	Natural Resource District Tax Levy (2008)	
j.	Other applicable real estate tax levies (2008)	
k.	Total levy	\$2.074528
l.	Annual Projected Tax Shift (Max of 15 years)	\$5,809
m.	Total Projected Tax Shift	\$87,130

Note: The property tax shift is based on assumed values and levy rates; actual amounts and rates will vary from these assumptions, and it is understood that the actual tax shift may vary materially from the projected amount.

The developer is requesting assistance with the cost of acquisition of the property; demolition of the existing structure; site preparation costs and expenses for professional services such as architecture and engineering. The developer will also have to install new sewer and water services for the two lots. These improvements will be paid for by the developer. If approved, TIF, will be used to pay those costs.

B. Public infrastructure and community public service impacts and local tax impacts arising from the approval of the redevelopment project.

Necessary Public Infrastructure Improvements:

- New sanitary sewer services
- New water services
- Reconstruction of sidewalks

These improvements will be made at the developer's expense to be covered by TIF. Utilities are available to this location. No utility improvements on the site will be completed at rate payer or tax payer expense.

No street improvements are anticipated. Blake and Darr are both 37' wide paved streets. Minimal additional traffic will be created with this project.

There will be a minimal impact on neighborhood schools. It is anticipated that as many as 8 new students could be put into the school system with these 4 units. School officials indicated that 8 additional students would not significantly impact either Jefferson Elementary or Walnut Middle School.

Minimal sales tax revenue would be generated with this use. Some additional sales tax will be generated with the construction. Utilities are also subject to sales tax.

All utilities are city utilities, including electrical, sewer, water. Gas is provided through Northwestern Energy.

C. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project

The property is currently vacant and no jobs will be displaced by this development within the redevelopment area. This will keep the developers employees working while the units are being built.

- 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

It is anticipated that this project will have no significant impact on other employers within the immediate area or in the community at large.

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

This project will increase the available quality housing in Grand Island by a net of 4 units. The existing structure is worn out and not acceptable as a housing unit. These types of smaller projects spread throughout the city will have a less drastic impact on neighborhoods and schools than a centralized larger housing project.

This neighborhood has not had a great deal of new development in many years and some newer buildings, especially ones that replace worn out buildings are likely to raise all of the property values.

Resolution Number 2009-02

HALL COUNTY REGIONAL PLANNING COMMISSION

**A RESOLUTION RECOMMENDING APPROVAL OF A 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: December 3, 2008.

HALL COUNTY REGIONAL PLANNING
COMMISSION

ATTEST:

By: Patricia L. Smith
Chair

By: Leslie E. Ruge
Secretary



BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name: Todd Enck

Address: 511 Fleetwood Circle Grand Island, NE 68803

Telephone No.: 308-380-1041

Fax No.: 308-380-7054

Contact: Todd Enck

Brief Description of Applicant's Business:_____

General Contractor, owner of T.C. Enck Builders, Inc.

Present Ownership Proposed Project Site: 2020 Blake St. Grand Island, NE 68803

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

2 Energy Efficient duplexes with attached garages. 2 units are 960 sq ft and 2 units are
1062 sq ft. Yards landscaped and sprinklers installed.

If Property is to be Subdivided, Show Division Planned:

VI. Estimated Project Costs:

Acquisition Costs:

A. Land \$25,093.87

Purchase, Taxes, Interest

B. Building \$11,100.00

Demo & Asbestos Removal, Tree Removal

Construction Costs:

A. Renovation or Building Costs: \$272,944.26

B. On-Site Improvements: \$ 12,106.40

Sidewalk, landscaping, sprinklers, sewer taps, lot pins

Soft Costs:

A. Architectural & Engineering Fees: \$ 2,800.00

B. Financing Fees: \$ 2,549.50

C. Legal/Developer/Audit Fees:	\$
<hr/>	
D. Contingency Reserves:	\$ 5,000.00
<hr/>	
E. Other (Please Specify)	\$
<hr/>	
TOTAL	\$ 331,594.03

Source of Financing:

B. Commercial Bank Loan:	\$ 300,000.00
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1. N.I.F.A. \$

D. Industrial Revenue Bonds:	\$
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F. Other	\$
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T.C. Enck Builders, Inc. – General Contractor

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

$(\$300,000 \times .90) \times (.2) = \$5,400.00$ 90% of estimated value x Expected Annual
Mil Levy

Project Construction Schedule:

Construction Start Date: January 2009

Construction Completion Date: July 2009

If Phased Project:

_____ Year _____ %
Complete

_____ Year _____ %
Complete

XII. Please Attach Construction Pro Forma

XIII. Please Attach Annual Income & Expense Pro Forma

(With Appropriate Schedules)

TAX INCREMENT FINANCING REQUEST INFORMATION

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

Amount of Incremental Prospective Annual Real Estate Taxes over 2008 Real Estate Taxes on the subject property for 15 years will be used to redevelop the property.

Statement Identifying Financial Gap and Necessity for use of Tax Increment Financing
for Proposed Project: TIF is an important component in order for this project
to bridge the deficit between the actual cost of the project and the income
producing capability of the real estate. We feel that this project will add value to
a defined blighted area in the community as well as provide much needed quality
affordable rental housing.

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

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

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

T. C. Enck Builders, Inc.

Construction costs projected for 2 duplexes @ 2020 Blake St.

Permits/Excavation/backfill/foundation/basement slab/drain system	\$13,447.60
framing/trusses	\$33,499.93
windows/exterior finishes	\$17,247.09
insulation/drywall	\$11,560.00
HVAC/plumbing/electrical	\$26,906.00
interior finishes(cabs/painting)	\$17,974.87
concrete	\$5,080.72
floor cov/lt fixt./appliances	<u>\$10,755.92</u>
Total ea unit	<u>\$136,472.13</u>
Total project	<u><u>\$272,944.26</u></u>

****Total project cost includes Building Costs only**

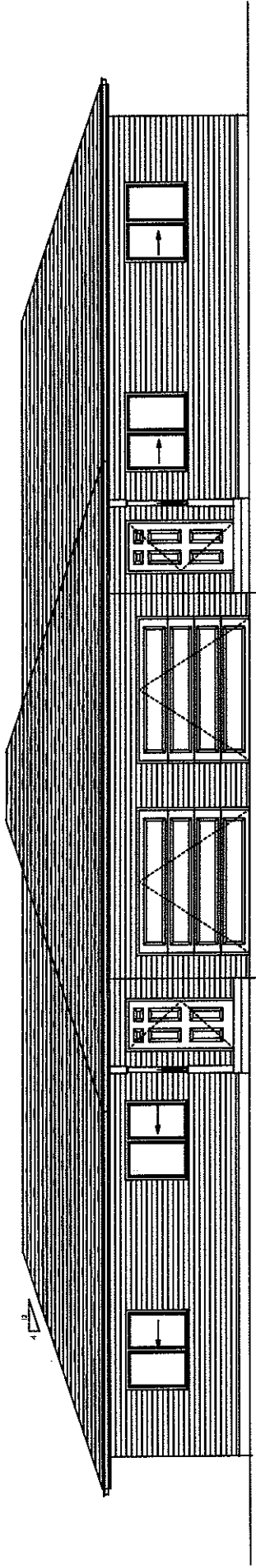
PROJECTED CASH FLOW FOR 2020 W BLAKE

Cash Flow Analysis		Cash Flow Analysis	
Annual est. revenues @ 700/mo/unit		Annual est. revenues @ 700/mo/unit	
	\$ 33,600.00		\$ 33,600.00
5% vacancy	\$ 1,680.00	5% vacancy	\$ 1,680.00
Taxes	\$ 5,400.00	Taxes	\$ 840.00
Maintenance	\$ 840.00	Maintenance	\$ 300.00
Miscellaneous/Mngt	\$ 300.00	Miscellaneous/Mngt	\$ 1,200.00
Insurance	\$ 1,200.00	Insurance	\$ 29,580.00
Net Income	\$ 24,180.00	Net Income	\$ 29,580.00
5/30 Debt Service (without TIF) @ 7.5%**		5/30 Debt Service (with TIF) @ 7.5%**	
Property DSCR		Property DSCR	
\$ 25,176.00		\$ 25,176.00	
0.96		1.17	
5/15 Debt Service (without TIF) @ 7.5%**		5/15 Debt Service (with TIF) @ 7.5%**	
Property DSCR		Property DSCR	
\$ 33,372.00		\$ 33,372.00	
0.72		0.89	

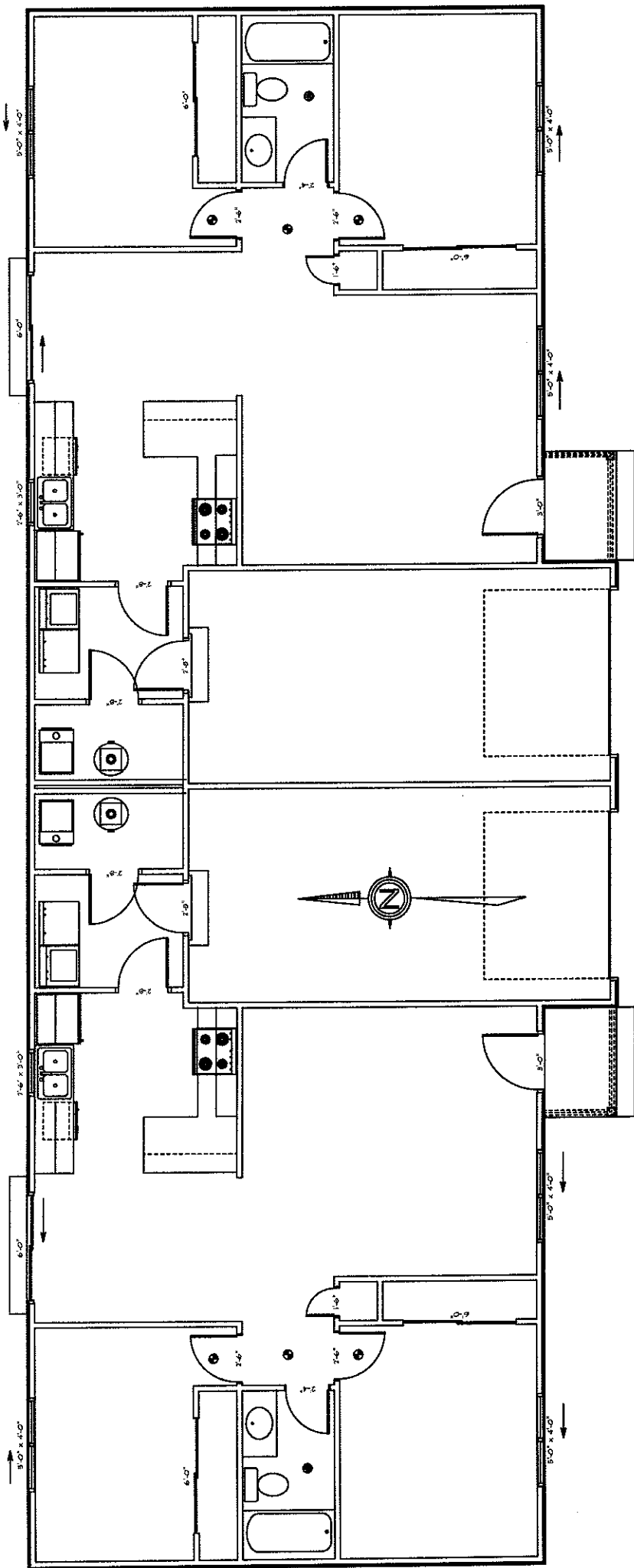
*DSCR= Debt Service Coverage Ratio

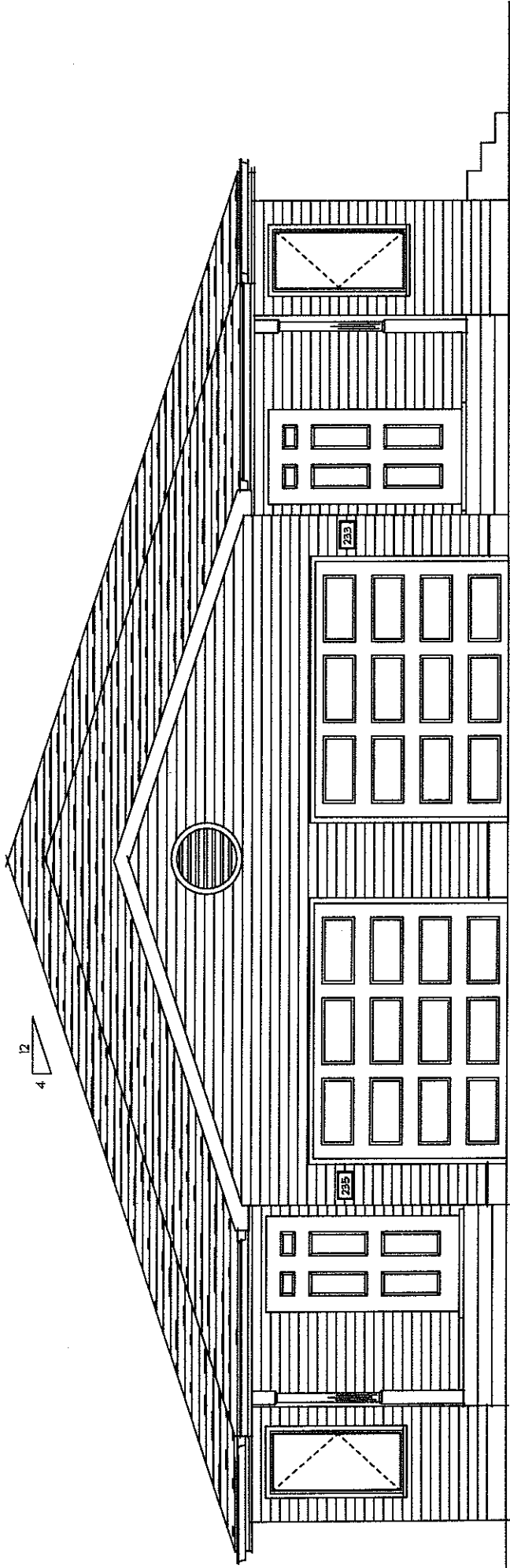
*Bank will require 1.25 DSCR-this can be accomplished only with TIF financing and additional downpayment by the owner

**Financing of \$300,000

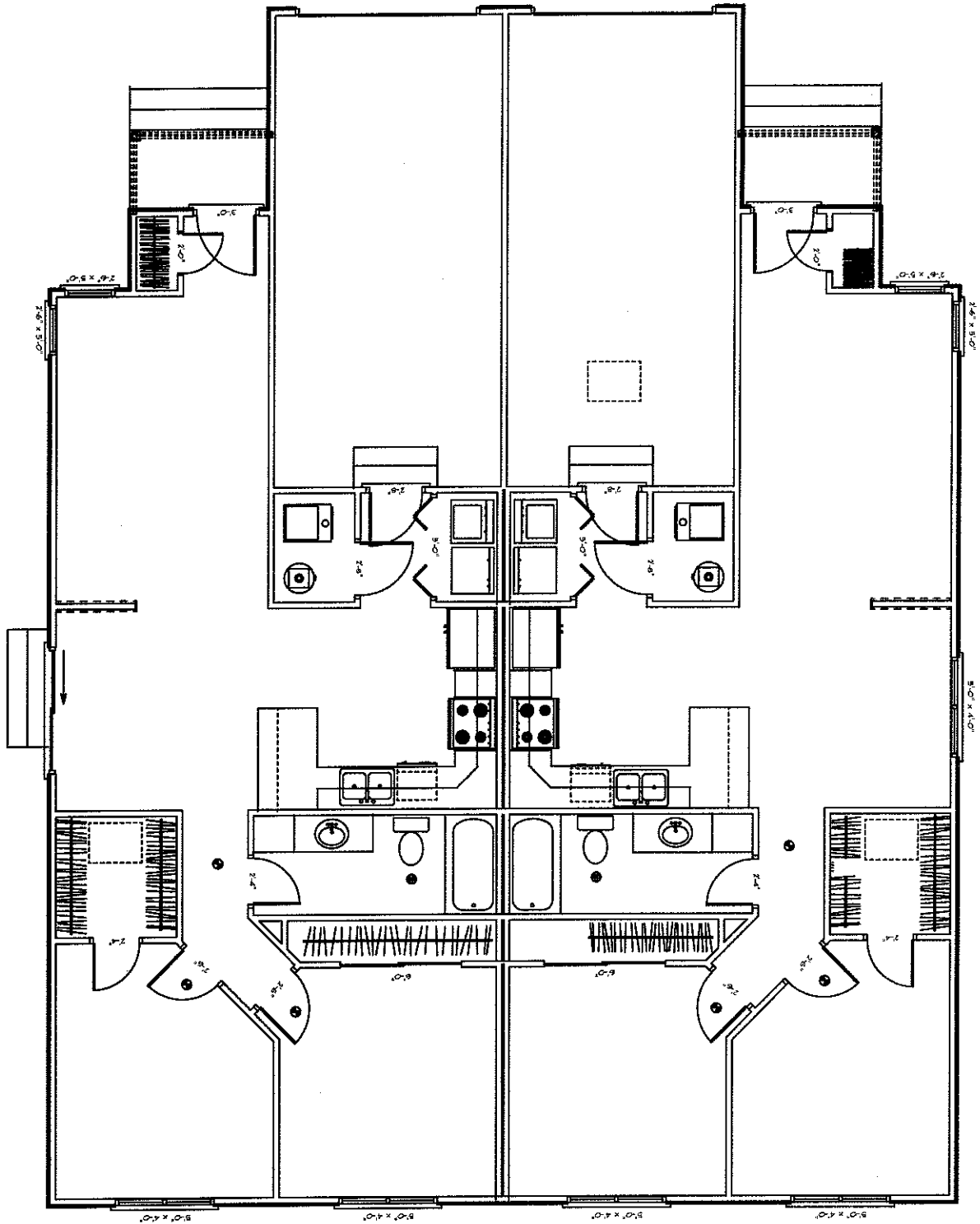


FRONT ELEVATION





FRONT ELEVATION





810 Allen Drive
Post Office Box 5168
Grand Island, NE
68802-5168

Tel: 308-389-2600
Toll Free: 800-619-2303
Fax: 308-382-2182
www.pvsb.com

October 22, 2008

Community Redevelopment Authority
P.O. Box 1968
101 East 1st Street
Grand Island, NE 68802

RE: Todd Enck
2020 Blake St., Grand Island, NE 68803

Dear Members:

Platte Valley State Bank & Trust Co. has agreed to provide financing in an amount approximately \$300,000, as a first mortgage loan, for a project to be located at 2020 Blake Street, Grand Island, NE. This commitment is contingent upon a written commitment from your agency to support this project with tax increment financing.

In the event you have any questions, please do not hesitate to contact me.

Sincerely,

Claudia Fredricks
Vice President

REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the ____ day of _____, 2008, by and between the Community Redevelopment Authority of the City of Grand Island, Nebraska (“Authority”) and Todd Enck (“Redeveloper”), whether one or more.

WITNESSETH:

WHEREAS, Authority is a duly organized and existing community redevelopment authority, a body politic and corporate under the law of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Contract, acting by and through its Chair or Vice Chair and Members;

WHEREAS, the City of Grand Island, Nebraska (the “City”), in furtherance of the purposes and pursuant to the provisions of Section 2 of Article VIII of the Nebraska Constitution and Sections 18-2101 to 18-2154, Reissue Revised Statutes of Nebraska, 1999, as amended (collectively the “Act”), has adopted a Redevelopment Plan for a blighted and substandard area designated by the City; and

WHEREAS, Authority and Redeveloper desire to enter into this Redevelopment Contract for acquisition and redevelopment of the redevelopment area;

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

ARTICLE I

DEFINITIONS AND INTREPRETATION

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, 1943, as amended, and acts amendatory thereof and supplemental thereto.

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

“Completion” means substantial completion of the Project as described on the attached Exhibit B.

“Governing Body” means the Mayor and City Council of the City, of Grand Island, Nebraska.

“Premises” or “Redevelopment Area” means all that certain real property situated in the City of Grand Island, Hall County, Nebraska, more particularly described as Exhibit A attached hereto and incorporated herein by this reference.

“Project” means the improvements to the Premises, as further described in Exhibit B attached hereto and incorporated herein by reference.

“Project Costs” means only costs or expenses incurred by Redeveloper to acquire, construct and equip the Project pursuant to the Act as identified on Exhibit C.

“Redevelopment Contract” means this redevelopment contract between Authority and Redeveloper dated _____, 2008, with respect to the Project.

“Redevelopment Plan” means the Redevelopment Plan for Area No. 2, prepared by the Authority and approved by the City pursuant to the Act, as amended from time to time.

“Resolution” means the Resolution of the Authority dated _____, 2008, as supplemented from time to time, approving this Redevelopment Contract.

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

ARTICLE II REPRESENTATIONS

Section 2.01 Representations by Authority.

Authority makes the following representations and findings;

(a) Authority is a duly organized and validly existing community redevelopment authority under the Act.

(b) The Redevelopment Plan has been duly approved and adopted by the City pursuant to Section 18-2116 and 18-2117 of the Act.

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

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

Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

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

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

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

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

ARTICLE III

OBLIGATIONS OF THE AUTHORITY

Section 3.01 Division of Taxes

In accordance with Section 18-2147 of the Act, the Authority hereby amends the Redevelopment Plan of the Authority by providing that any ad valorem tax on real property in the Project for the benefit of any public body be divided for a period of ten years after the effective date of this provision as provided in Section 18-2147 of the Act or until \$54,650.00 is provided through TIF, whichever occurs sooner. The effective date of this provision shall be January 1, 2009.

Section 3.02 TIF Pledge of Revenues.

Authority shall not incur TIF indebtedness in the form of a principal amount bearing interest but, rather, hereby pledges to the Redeveloper and its Lender that the Authority will pay, semi-annually, the TIF Revenues to Redeveloper's Lender as additional security for the payment of the indebtedness incurred by Redeveloper for funding the Redevelopment Project.

Section 3.03 Payment.

Authority will pay to Redeveloper's Lender the proceeds of the TIF Revenues derived from Redeveloper's semi-annual payment of ad valorem taxes on the real property included in the Redevelopment Project. If such real estate taxes are not paid by Redeveloper, no TIF Revenues will be generated to enable the Authority to pay TIF Revenues to the Redeveloper.

Section 3.04 Creation of Fund.

Authority will create a special fund to collect and hold the TIF Revenues. Such special fund shall be used for no purpose other than to pay TIF Revenues pursuant to Sections 3.02 and 3.03 above.

ARTICLE IV

OBLIGATIONS OF REDEVELOPER

Section 4.01 Construction of Project; Insurance

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

(b) Any contractor chosen by the Redeveloper or the Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations and a penal bond as required by the Act. The Authority and the Redeveloper shall be named as additional

insureds. Any contractor chosen by the Redeveloper or the Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage and shall include "All Risk" insurance for physical loss or damage. The contractor or the Redeveloper, as the case may be, shall furnish the Authority with a Certificate of Insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the Authority prior written notice in the event of cancellation of or material change in any of the policies.

Sections 4.02 Reserved.

Section 4.03 Redeveloper to Operate Project.

Except as provided in Section 4.08 hereof, Redeveloper will operate the Project for not less than 10 years from the effective date of the provision specified in Section 3.01 of this Redevelopment Contract.

Section 4.04 Authority Costs.

Redeveloper shall pay to Authority on the date of execution of this Redevelopment Contract, the sum of \$1,000.00 to reimburse the Authority for its fees incurred in connection with this Redevelopment Contract.

Section 4.05 No Discrimination.

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

Section 4.06 Pay Real Estate Taxes.

Redeveloper intends to create a taxable real property valuation of the Project of \$300,000.00 no later than as of December 31, 2009. During the term of this contract, Redeveloper will (1) not protest a real estate property valuation on the Premises of \$331,594.00 or less after substantial completion or occupancy; (2) not convey the Premises or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of

such real estate taxes; and (3) cause all real estate taxes and assessments levied on the Premises to be paid prior to the time such become delinquent.

Section 4.07 Reserved.

Section 4.08 No Assignment or Conveyance.

Redeveloper shall not convey, assign or transfer the Premises, the Project or any interest therein prior to the termination of the 10 year period commencing on the effective date specified in Section 3.01 hereof, without the prior written consent of the Authority, which shall not be unreasonably withheld and which the Authority may make subject to any terms or conditions it deems appropriate, except for the following conveyances, which shall be permitted without consent of Authority:

(a) any conveyance as security for indebtedness (i) previously incurred by Redeveloper or incurred by Redeveloper after the effective date for Project Costs or any subsequent physical improvements to the premises with the outstanding principal amount of all such indebtedness (whether incurred prior to or after the effective date of this Agreement) secured by the Premises (ii) any additional or subsequent conveyance as security for indebtedness incurred by Redeveloper for Project Costs or any subsequent physical improvements to the premises provided that any such conveyance shall be subject to the obligations of the Redeveloper pursuant to this Redevelopment Contract;

(b) if Redeveloper is an individual, any conveyance to Redeveloper's spouse, or to Redeveloper's spouse or issue pursuant to bequest, devise or the laws of intestacy upon the death of Redeveloper;

(c) any conveyance to a limited partnership or limited liability company so long as Redeveloper is general partner or manager of the entity.

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

Redeveloper shall pay all Project Costs, and prior to commencing Redeveloper shall provide Authority with evidence satisfactory to the Authority that private funds have been committed to the Redevelopment Project in amounts sufficient to complete the Redevelopment Project.

Section 5.02 Encumbrances.

Redeveloper shall not create any lien, encumbrance or mortgage on the Project or the Premises except encumbrances which secure indebtedness incurred to acquire, construct and equip the Project or for any other physical improvements to the Premises.

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of Authority and Redeveloper.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Contract or any of its terms or conditions, by either party hereto or any successor 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.

Section 6.02 Additional Remedies of Authority.

In the event that:

- (a) The Redeveloper, or successor in interest, shall fail to complete the construction of the Project on or before December 31, 2009, or shall abandon construction work for any period of 90 days;
- (b) The Redeveloper, or successor in interest, shall fail to pay real estate taxes or assessments on the Premises or any part thereof when due, and such taxes or assessments shall not have been paid, or provisions satisfactory to the Authority made for such payment within 30 days following written notice from Authority; or
- (c) There is, in violation of Section 4.08 of this Redevelopment Contract, transfer of the Premises or any part thereof, and such failure or action by the Redeveloper has not been cured within 30 days following written notice from Authority, then the Redeveloper shall be in default of this Redevelopment Contract.

In the event of such failure to perform, breach or default occurs and is not cured in the period herein provided, the parties agree that the damages caused to the Authority would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the unpaid TIF payment remaining pursuant to Section 3.03 of this Redevelopment Contract plus interest as provided herein (the “Liquidated Damages Amount”). The Liquidated Damages Amount shall be paid by Redeveloper to Authority within 30 days of demand from Authority.

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

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

Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

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

Section 6.04 Enforced 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 Premises for redevelopment, or the beginning and completion of the construction of the Project, or progress in respect thereto, in the event of enforced 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, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes; it being the purpose and intent of this provision that in the event of this occurrence of any such enforced delay, the time or times for

performance of the obligations of the Authority or of the Redeveloper with respect to construction of the Project, as the case may be, shall be extended for the period of the enforced 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 enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and requested an extension for the period of the enforced delay.

Section 6.05 Limitation of Liability; Indemnification.

Notwithstanding anything in this Article VI or this Redevelopment Contract to the contrary, neither Authority, City, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. The obligation of the Authority shall be limited solely to the TIF Revenues pledged as security for the Redeveloper's financing. Specifically, but without limitation, neither City nor Authority shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. The Redeveloper releases the Authority and the City from, agrees that the Authority and the City shall not be liable for, and agrees to indemnify and hold the Authority and the City harmless from any liability for any loss or damage to property or any injury to or death of any persons that may be occasioned by any cause whatsoever pertaining to the Project.

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

ARTICLE VII
MISCELLANEOUS

Section 7.01 Notice Recording.

A notice memorandum of this Redevelopment Contract shall be recorded with the Register of Deeds of Hall County, Nebraska.

Section 7.02 Governing Law.

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

Section 7.03 Binding Effect; Amendment.

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

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

ATTEST:

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
GRAND ISLAND, NEBRASKA

Secretary

By:_____
Its Chair

STATE OF NEBRASKA)
)ss.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by Barry G. Sandstrom and Chad Nabity, Chair and Secretary, respectively, of the Community Redevelopment Authority of the City of Grand Island, Nebraska, on behalf of the Authority.

(SEAL)

Notary Public

Todd Enck

STATE OF NEBRASKA)
)ss.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by Todd Enck, for the purposes therein stated.

(SEAL)

Notary Public

EXHIBIT A

DESCRIPTION OF PREMISES

This property is located at the corner of Blake Street and Darr Avenue (Lots 9 and 10 of Block 19 of Packer & Barr's Second Addition to the City of Grand Island). Property addresses include 235 and 233 N Darr Avenue and 2020 and 2018 Blake Street in Grand Island Nebraska.

EXHIBIT B

DESCRIPTION OF PROJECT

Two energy efficient duplexes with attached garages. Two units are 960 sq. ft. and two units are 1062 sq. ft. Yards landscaped and sprinklers installed. Both at 2020 Blake Street.

EXHIBIT C
(Estimated)

1.	<u>Acquisition Costs:</u>	
	A. Land	\$25,093.87
	B. Building - Included in Land Cost	\$11,100.00
2.	<u>Construction Costs:</u>	
	A. Renovation or Building Costs:	\$272,944.26
	B. On-Site Improvements:	\$12,106.40
	C. Off-Site Improvements:	N/A
3.	<u>Soft Costs:</u>	
	A. Architectural & Engineering Fees:	\$2,800.00
	B. Financing Fees:	\$2,549.50
	C. Legal/Developer/Audit Fees:	\$1,000.00
	D. Contingency Reserves:	\$5,000.00
	E. Other (Please Specify)	N/A
	TOTAL	\$332,594.03



City of Grand Island

Tuesday, December 16, 2008

Council Session

Item F1

**#9201 - Consideration of Vacation of Alley Right-of-Way through
Lots 1-8 of Block 50, Original Town now City of Grand Island
(Between East South Front Street and 3rd Street, from Vine Street
to Plum Street)**

Staff Contact: Steve Riehle, City Engineer/Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: December 16, 2008

Subject: Consideration of Vacation of Alley Right-of-Way through Lots 1-8 of Block 50, Original Town now City of Grand Island (Between East South Front Street and 3rd Street, from Vine Street to Plum Street)

Item #'s: F-1

Presenter(s): Steven P. Riehle, Public Works Director

Background

An ordinance is necessary for the vacation of Street and Alley Right-of-Way.

Discussion

The alley has never been utilized as a public alley. Northwestern Corporation has always used the area including the platted alley as part of it's warehouse and storage area and the alley should be vacated.

Alternatives

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

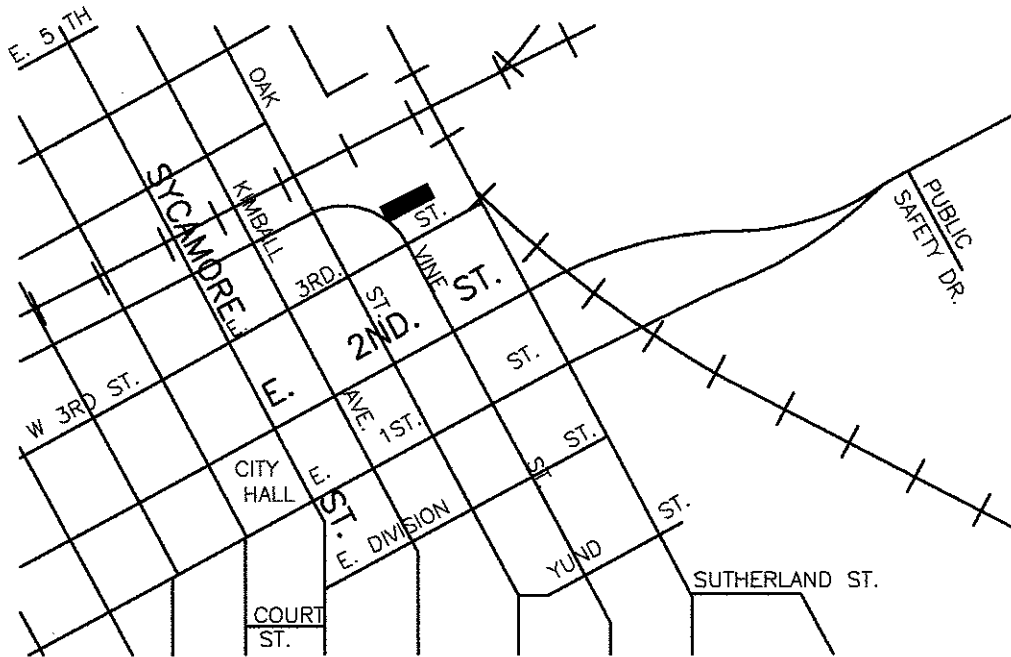
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

Public Works Administration recommends that the Council vacate the alley located through Lots 1-8 of Block 50, Original Town now City of Grand Island (Between East South Front Street and 3rd Street, from Vine Street to Plum Street).

Sample Motion

Move to vacate the alley.



— ALLEY AREA TO BE VACATED



CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT

DATE: 12/3/08
DRN BY: L.D.C.
SCALE: NONE

ORDINANCE NO. 9201

An ordinance to vacate a portion of an alley located between East South Front Street and 3rd Street, from Vine Street to Plum Street in the City of Grand Island, Hall County, Nebraska; to provide for the filing of this ordinance in the office of the Register of Deeds of Hall County, Nebraska; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. That the portion of the alley located between East South Front Street and 3rd Street, from Vine Street to Plum Street in the City of Grand Island, Hall County, Nebraska, is hereby vacated. Such portion of the alley is more particularly described as follows:

Alley right of way through Lots 1-8 of Block 50, Original Town now City of Grand Island, Hall County, Nebraska.

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 abutting the same in proportion to the respective ownership of such real estate.

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

ORDINANCE NO. 9201 (Cont.)

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

Enacted: December 16, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 16, 2008

Council Session

Item G1

Approving Minutes of December 2, 2008 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

December 2, 2008

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 December 2, 2008. Notice of the meeting was given in *The Grand Island Independent* on November 26, 2008.

Mayor Hornady called the meeting to order at 7:00 p.m. The following City Council members were present: Councilmember's Haase, Zapata, Nickerson, Gericke, Carney, Gilbert, Ramsey, Niemann and Meyer. Councilmember Brown was absent. The following City Officials were present: City Administrator Jeff Pederson, City Clerk RaNae Edwards, Finance Director David Springer, City Attorney Dale Shotkoski, and Public Works Director Steve Riehle.

The PLEDGE OF ALLEGIANCE was said.

MAYOR COMMUNICATION: Mayor Hornady introduced Community Youth Council members Emily Michael and Lauren Cantrell. On behalf of the CYC the Mayor thanked the citizens for their support of the Pencil Project drive.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of Danny Quick, Power Plant Maintenance Mechanic for the Utilities Department for 20 Years of Service with the City. Mayor Hornady and the City Council recognized Danny Quick, Power Plant Maintenance Mechanic for 20 years of service with the City. Gary Mader, Utilities Department Director commented on the job Dan has done as Power Plant maintenance mechanic. Danny Quick was present to receive the certificate.

CITY COUNCIL REORGANIZATION:

APPROVING MINUTES OF NOVEMBER 18, 2008 CITY COUNCIL MEETING. Motion by Meyer, second by Gericke, to approve the minutes of the November 18, 2008 City Council meeting. Upon roll call vote, all voted aye. Motion adopted.

ACCEPTANCE OF ELECTION CERTIFICATE: Motion by Gericke, second by Zapata, to accept the Election Certificate for the November 4, 2008 General Election. Upon roll call vote, all voted aye. Motion adopted.

COMMENTS BY OUTGOING OFFICIALS: Councilmember Joyce Haase thanked the citizen's, administration, and fellow council members for their support during her 8 years in office.

RECESS: The meeting recessed at 7:15 p.m. for the transition to the new governing body. The meeting reconvened at 7:20 p.m.

ADMINISTRATION OF OATH TO NEWLY ELECTED MAYOR AND COUNCIL MEMBER'S: City Clerk RaNae Edwards administered the Oath of Office to newly elected Councilmember's Scott Dugan and Chuck Haase and returning Councilmember's Kirk Ramsey, Larry Carney, and Bob Niemann.

SEATING OF NEWLY ELECTED MAYOR AND COUNCILMEMBER'S FOLLOWED BY ROLL CALL: The following members were present: Mayor Hornady, Councilmember's Meyer, Nickerson, Zapata, Ramsey, Dugan, Carney, Haase, Gilbert, Gericke, and Niemann.

COMMENTS BY NEWLY ELECTED OFFICIALS: Newly elected Councilmember's Carney, Dugan, Haase, Ramsey, and Niemann thanked the citizens of Grand Island for the opportunity to serve as councilmember's.

ELECTION OF CITY COUNCIL PRESIDENT: City Clerk RaNae Edwards reported that the City Council was required to elect one Councilmember to the office of Council President for a term of one year and that the Council President automatically assumed the duties of the Mayor in the event that the Mayor was absent or otherwise unable to fulfill her duties. Councilmember Gericke nominated Councilmember Meyer.

Motion by Carney, second by Gericke to cast a unanimous ballot for Councilmember Meyer as City Council President. Upon roll call vote, all voted aye. Motion adopted.

PUBLIC HEARINGS:

Public Hearing on Request from Bosselman, Inc. dba Pump & Pantry #42, 1235 Allen Drive for a Class "B" Liquor License. RaNae Edwards, City Clerk reported that an application for a Class "B" Liquor License had been received from Bosselman, Inc. dba Pump & Pantry #42, 1235 Allen Drive. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on October 31, 2008; notice to the general public of date, time, and place of hearing published on November 22, 2008; notice to the applicant of date, time, and place of hearing mailed on November 12, 2008; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. Wayne Davis, 917 East Sunset Avenue spoke in support. No further public testimony was heard.

Public Hearing Concerning Acquisition of Utility Easement Located at 1203 Allen Drive – Eagle Run Shopping Center (Grand Island Venue, LLC). Gary Mader, Utilities Director reported that a utility easement was needed at 1203 Allen Drive in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The easement would be used to add primary underground cable and conduit to a new pad-mounted transformer to provide electricity to the south end of the building. 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 be suspended and that ordinance numbered:

#9200 – Consideration of Amendments to Chapter 5 of the Grand Island City Code Relative to Animals (This item was pulled from the agenda.)

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 this ordinance on first reading and then upon final passage and call for a roll call vote on each reading and then upon final passage." Councilmember Ramsey second the motion. Upon roll call vote, all voted aye. Motion adopted.

Wes Nespor, Attorney for the City reported Ordinance #9200 would make changes to Chapter 5 of the Grand Island City Code relating to dogs to coincide with changes to the Nebraska Revised Statutes under Legislative Bill 1055. Discussion was held concerning running at large issues.

Motion by Gilbert, second by Nickerson to approve Ordinance #9200.

City Clerk: Ordinance #9200 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9200 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Hornady: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9200 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent agenda item G-3 was pulled for further discussion. Motion by Zapata, second by Carney to approve the Consent Agenda excluding item G-3. Upon roll call vote, all voted aye. Motion adopted.

Approving Appointment of Kris Nolan Brown to Business Improvement District #4.

Approving Appointment of Ray Aguilar to the Regional Planning Commission.

#2008-332 – Approving Interlocal Agreement with Hall County for Juvenile Attention Services.

#2008-333 – Approving Change Order No. 1 for Street Improvement Project No. 2008-P-4; Concrete Pavement Repair on the Northbound Lanes of US Highway 281 from Old Potash Highway to Capital Avenue with The Diamond Engineering Co. of Grand Island, Nebraska for an Increase of \$27,539.81 and a Revised Contract Amount of \$181,159.81.

#2008-334 – Approving Certificate of Final Completion for Street Improvement Project No. 2008-P-4; Northbound Lanes of US Highway 281 from Old Potash highway to Capital Avenue with The Diamond Engineering Company of Grand Island, Nebraska.

#2008-335 – Approving Certificate of Final Completion for Storm Drainage Project No. 2008-D-3; Driveway Culvert Replacement at Capital Avenue Outfall Ditch with The Diamond Engineering Company of Grand Island, Nebraska.

#2008-336 – Approving Bid Award for Sidewalk District No. 1, 2007 with Galvan Construction, Inc. of Grand Island, Nebraska for an Amount of \$25,345.50.

#2008-337 – Approving Installation of Stop Signs on independence Avenue at Shanna Street, on Lariat Lane at Shanna Street, and on Shanna Street at Mansfield Road.

#2008-338 – Approving Acquisition of Utility Easement Located at 1203 Allen Drive – Eagle Run Shopping Center (Grand Island Venue, LLC).

#2008-339 – Approving Grant Contract Addendum with Nebraska Children and Families Foundation.

#2008-340 – Approving Amendment #1 to the Agreement with The Schemmer Associates, Inc. of Lincoln, Nebraska for Preliminary Engineering Related to Safe Routes to School Program for the Walk to Walnut Project.

#2008-341 – Approving State Contract for (3) 2009 Ford Crown Victoria Police Interceptors with Tincer Automall from Plattsmouth, Nebraska for an Amount of \$65,388.00 and (3) 2009 Dodge Chargers Police Pursuit Vehicles with Performance Dodge from Lincoln, Nebraska in an Amount of \$64,188.00.

#2008-342 – Approving Interlocal Agreement for CANDO Drug Compact with Adams County Sheriff, Hastings Police Department, Buffalo County Sheriff, Kearney Police Department, Kearney County Sheriff, Minden Police Department, Phelps County Sheriff, Holdrege Police Department, Franklin County Sheriff, Franklin Police Department, and Hall County Sheriff.

#2008-343 – Approving Interlocal Agreement for SCALES Compact with Adams County Sheriff, Hastings Police Department, Buffalo County Sheriff, Kearney Police Department, Holdrege Police Department, Phelps County Sheriff, Aurora Police Department and Hall County Sheriff.

#2008-344 – Approving Agreement with the Nebraska Game and Parks Commission for Use of Heartland Public Shooting Facility for Hunter Education Program.

Approving Preliminary Plat for Fairway Crossing at Indianhead Golf Club. Chad Nabity, Regional Planning Director explained the sewer lines and capacity.

Motion by Gilbert, second by Carney to approve the Preliminary Plat for Fairway Crossing at Indianhead Golf Club. Upon roll call vote, all vote aye. Motion adopted.

RESOLUTION:

#2008-345 – Approving Request from Bosselman, Inc. dba Pump & Pantry #42, 1235 Allen Drive for a Class “B” Liquor License and Liquor Manager Designation for Susan McAfee, 1863 7th Avenue, Dannebrog, Nebraska. This item related to the aforementioned Public Hearing.

Motion by Nickerson, second by Meyer to approve the request from Bosselman, Inc. dba Pump & Pantry #42, 1235 Allen Drive for a Class “B” Liquor License contingent upon final inspections and the Liquor Manager designation for Susan McAfee, 1863 7th Avenue, Dannebrog, Nebraska contingent upon Ms. McAfee completing of a state approved alcohol server/seller training program. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Meyer, second by Nickerson to approve the Claims for the period of November 19, 2008 through December 2, 2008, for a total amount of \$2,852,523.83. Motion adopted unanimously.

ADJOURNMENT: The meeting was adjourned at 7:50 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, December 16, 2008

Council Session

Item G2

#2008-346 - Approving Redevelopment Plan for Property in Blight and Substandard Area #6 Located at 233 and 235 N Darr Avenue and 2018 and 2020 Blake Street

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

Staff Contact: Chad Nabity

RESOLUTION 2008-346

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, has determined it be desirable to undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 1997, 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. 6 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), has prepared a Redevelopment Plan pursuant to Section 18-2111 of the Act, and recommended the Redevelopment Plan to the Planning Commission of the City; and

WHEREAS, the Planning Commission of the City reviewed the Redevelopment Plan pursuant to the Act and submitted its recommendations, to the City, pursuant to Section 18-2114 of the Act; and

WHEREAS, following consideration of the recommendations of the Authority to the Planning Commission, the recommendations of the Planning Commission to the City, and following the public hearing with respect to the Redevelopment Plan, the City approved the Plan; and

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be the development of 2 duplex buildings with attached garages (4 residential units at 2020 and 2018 Blake Street and 235 and 233 N. Darr Avenue (Lots 9 and 10 of Block 19 of Packer & Barr's Second Addition to the City of Grand Island, Hall County) in Grand Island, Hall County, Nebraska.

WHEREAS, the City published notices of a public hearing and mailed notices as required pursuant to Section 18-2115 of the Act and has, on the date of the Resolution held a public hearing on the proposal to amend the Redevelopment Plan to include the Redevelopment Project described above.

NOW, THEREFORE, be it resolved by the City Council of the City of Grand Island, Nebraska:

1. The Redevelopment Plan of the City approved for Redevelopment Area No.6 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined, based on the analysis conducted by the Authority, that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission with respect to the Redevelopment Contract.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 10 years after the effective date of this provision, which effective date shall be January 1, 2009 as follows:
 - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
 - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.

- c. The Mayor and City Clerk are authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.
4. The City hereby finds and determines that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purposes of accomplishing, in accordance with the general plan for development of the City, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity; and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of a healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreation and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 16, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 16, 2008

Council Session

Item G3

**#2008-347 - Approving 2009 Demonstration Grant Contract with
Nebraska Children and Families Foundation**

Staff Contact: Joni Kuzma

Council Agenda Memo

From: Joni Kuzma, Community Development

Meeting: December 16, 2008

Subject: Approve Demonstration Grant Contract with Nebraska Children & Families Foundation

Item #'s: G-3

Presenter(s): Joni Kuzma, Community Development Administrator

Background

The *Coalition for Children* was formed in September 2004 by a small group of human service professionals who shared a concern youth in Hall County. In 2007, the Nebraska Children and Families Foundation committed three years of funding for the Coalition for Children to build community collaboration to improve the local service system to children. Grand Island was one of three Nebraska communities chosen to pilot this collaboration building project. Ogallala and Valentine are also Demonstration grant recipients.

The City received grant awards in 2007 and 2008. This grant has allowed the community to form a Coalition that monitors community policies, decisions, and programs that impact children and families; hire an Administrative Assistant; create a year-long collaboration building curriculum to train a Leadership Team; and given the Steering Committee an opportunity to meet with NCFF staff, state Health and Human Services staff, and others at the state level who work with or fund programs that affect children and families. This is the third year of funding of a three-year grant cycle.

Discussion

The Nebraska Children and Families Foundation (NCFF) has awarded \$26,489.40 to the City of Grand Island to support the activities of the Coalition for Children. A portion of this grant has been allocated for the Multicultural Coalition. The grant contract period is 1/1/09 - 12/31/09. The City will serve as fiscal agent. An award letter and contract have been received by the City and need to be signed by the Mayor to accept the grant award.

Alternatives

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

1. Approve the Demonstration grant contract with the Nebraska Children and Families Foundation and authorize the Mayor to sign all related documents
2. Refer the issue to a Committee
3. Postpone the issue to future date

Recommendation

City administration recommends that Council approve the Demonstration grant contract with the Nebraska Children and Families Foundation and authorize the Mayor to sign all related documents.

Sample Motion

Move to approve the Demonstration grant contract with the Nebraska Children and Families Foundation and authorize the Mayor to sign all related documents.

RESOLUTION 2008-347

WHEREAS, the Coalition for Children was formed in September 2004 by service professionals who shared a concern about youth in Hall County; and

WHEREAS, the Coalition formed a community collaborative to create a social climate where children are valued, safe, and healthy; and

WHEREAS, in 2007, the Nebraska Children and Families Foundation committed three years of funding to the City of Grand Island for the Coalition for Children to build community collaboration to improve the local service system to children.

WHEREAS, Grand Island was one of three Nebraska communities chosen to pilot this collaboration building project and received grant awards in 2007 and 2008; and

WHEREAS, the Nebraska Children and Families Foundation (NCFF) has awarded \$26,489.40 to the City of Grand Island to support the 2009 activities of the Coalition for Children and this is the third year of funding in a three year grant cycle; and

WHEREAS, the City of Grand Island will serve as fiscal agent for the grant period which runs January 1, 2009 through December 31, 2009; and

WHEREAS, an award letter and contract have been received by the City and must be signed by the Mayor in order to accept the grant award.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the contract for the Nebraska Children and Families Foundation Demonstration Grant is approved and that the Mayor is hereby authorized and directed to execute any related documents on behalf of the City of Grand Island for such grant program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 16, 2008.

Margaret Hornady, Mayor

Attest:

Approved as to Form	☐ _____
December 12, 2008	☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 16, 2008

Council Session

Item G4

**#2008-348 - Approving Contract for Safety Glasses for the
Utilities, Parks, and Public Works Departments 2009 - 2011**

Staff Contact: Gary R. Mader; Wesley Nespor

Council Agenda Memo

From: Gary R. Mader, Utilities Director
Steve Riehle, Public Works Director
Steve Paustian, Parks Director
Wesley Nespor, Asst. City Attorney/Purchasing

Meeting: December 16, 2008

Subject: Award of Safety Glass Contract for 2009 - 2011

Item #'s: G-4

Presenter(s): Gary R. Mader, Utilities Director

Background

Requests for quotes were solicited for safety glass services for the Utilities, Public Works, and Parks & Recreation Departments for 2009, 2010, and 2011 on November 3, 2008.

Discussion

Documents were mailed to eight local vendors, and advertised in the Grand Island Independent on November 3, 2008. Six quotes were returned by the November 20, 2008, 5:00 p.m. deadline.

Wal-Mart Vision Center – South
Wal-Mart Vision Center – North
Shopko Eyecare Center
Eyecare Professionals (Grand Island Optical)
Pearle Vision Center
Physician's Eyewear

All of Grand Island, Nebraska.

Quotes were reviewed, and it was determined that Shopko Eyecare Center of Grand Island offered the best overall prices. Hours of services and quality of items were also a consideration in the determination.

Both Wal-Marts did not offer firm pricing on the frames with prices subject to change at any time. Physician's Eyewear had a very limited selection of frames available, and is only open Monday through Friday, 8:00 a.m. to 5:00 p.m. Pearle Vision Center offered more accommodating hours, but prices were higher on both frames and other services. Grand Island Optical's pricing was also higher than Shopko on most frames and services.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the three year contract for Safety Glasses for the Utilities, Public Works, and Parks and Recreation Departments, to Shopko Eyecare Center of Grand Island, Nebraska. Shopko has been the low bidder on past contracts, most recently, 2003 to 2005. The performance of the Vendor met expectations for service level and was fully compliant with the specifications.

Sample Motion

Move to approve the three year contract for Safety Glasses to Shopko Eyecare Center of Grand Island, Nebraska.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Wes Nespor, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: November 20, 2008 at 5:00 p.m.

FOR: (Quotes) Safety Glasses and Service

DEPARTMENT: Utilities, Public Works, & Parks

FUND/ACCOUNT:

PUBLICATION DATE: November 3, 2008

NO. POTENTIAL BIDDERS:

QUOTES RECEIVED

Bidder:	<u>Pearle Vision</u> Grand Island NE	<u>Physicians Eyewear</u> Grand Island NE
Bidder:	<u>Shopko Eyecare Center</u> Grand Island NE	<u>Grand Island Optical</u> Grand Island NE
Bidder:	<u>South Wal-Mart Vision Center</u> Grand Island NE	

cc: Gary Mader, Utilities Director
Steve Paustian, Parks & Recreation Director
Catrina DeLosh, PW Admin. Assist.
Dale Shotkoski, City Attorney
Jeff Pederson, City Administrator

Steve Riehle, Public Works Director
Pat Gericke, Utilities Admin. Assist.
Patti Buettner, Parks & Rec. Secretary
Wes Nespor, Purchasing Agent

P1302

Contract Agreement

This AGREEMENT made and entered into by and between Shopko Eyecare Center, hereinafter called Shopko, and the CITY OF GRAND ISLAND, NEBRASKA, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for quotes to be published for furnishing SAFETY GLASSES; and

WHEREAS, the City, in the manner prescribed by law, has reviewed, examined, and canvassed the quotes submitted, and has determined the aforesaid Shopko to be the lowest responsive and responsible Safety Glass vendor, and has duly awarded Shopko a contract therefore, for the sum or sums named in Shopko's quote, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to Shopko and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and Shopko for itself, and its successor, as follows:

ARTICLE I. That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the Contract Documents";

1. This Contract Agreement.
2. The City of Grand Island's Specification for Safety Glasses.
3. Shopko Eyecare Center's quote signed and dated November 6, 2008.

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

ARTICLE II. That Shopko shall: (a) furnish all materials (frames and lenses); (b) provide and perform all necessary labor; and (c) in a good and substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said document forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, and complete all work included in and covered by the City's official award of this contract to Shopko, such award being based on the acceptance by the City of Shopko's quote;

ARTICLE III. That the City shall pay Shopko for the performance of the work embraced in this contract and Shopko will accept as full compensation therefore the amount(s) as stated in the Specification Document for all services, materials, and work covered by

and included in the contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in a timely manner.

ARTICLE IV. Shopko hereby agrees to act as agent for the City in purchasing materials and supplies for the City for Safety Glasses. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but Shopko shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting on invoice to Shopko. All invoices shall bear Shopko's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and become a part of the finished product, SAFETY GLASSES.

ARTICLE V. The contract shall go into effect **January 1, 2009**, and remain into effect until **December 31, 2011**.

ARTICLE VI. Shopko agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. Shopko further agrees to comply with the provisions of Section 48-657, R.R.S., 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, Shopko agrees not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. Shopko agrees to comply with all applicable Local, State and Federal rules and regulations, and agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request.

GRATUITIES and KICKBACKS

City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement of the award of a subcontract or order.

SHOPKO EYECARE CENTER

By _____ Date _____

Title: _____

CITY OF GRAND ISLAND, NEBRASKA

By _____ Date _____
Mayor

Attest: _____
RaNae Edwards, City Clerk

The contract is due form according to law and hereby approved.

Attorney for the City Date _____



SPECIFICATIONS
FOR

SAFETY GLASSES AND SERVICE
THE CITY OF GRAND ISLAND
UTILITY, PUBLIC WORKS, AND PARKS DEPT.

January 1, 2009

thru

December 31, 2011

Name of Company Shopko Eyecare Center

Specifications
2009 - 2011 Supplier of Safety Glasses and Service
City of Grand Island, Nebraska
Utilities, Public Works and Parks & Recreation Departments

Sealed quotes are due in the office of the City Clerk, City Hall, 100 East First Street, Grand Island, NE 68801 or P.O. Box 1968, Grand Island, NE 68802-1968, **no later than 5:00 p.m. on Thursday, November 20, 2008. Vendors must submit quotes on the attached forms.**

Quotes will be evaluated based on comparison of unit prices and services. There were approximately 200 pairs of safety glass lenses and frames purchased by the City of Grand Island during 2006, 2007, and 2008. This does not guarantee that the same number will be purchased during the upcoming contract period.

The Purchaser reserves the right to reject any or all quotes, to waive technicalities, and to accept whichever quote that may be in the best interest of the City. Quotes shall remain valid for 30 days after due date. The quote from the successful Company shall remain firm through December 31, 2011.

LENSES:

Glass lenses shall be chemically hardened. All lenses must be safety glass, meet ANSI Z87 Standards, and OSHA approved.

FRAMES:

All frames must be OSHA approved and stamped to meet ANSI Z87 (most current version).

SERVICE REQUIREMENTS:

1. The City of Grand Island Utilities, Public Works and Parks & Recreation Departments will make arrangements with the supplier regarding individual safety glass purchases. Authorization Forms (City will supply, see attached copy), signed by the City Division Supervisors will be required to release supplier to proceed with orders. After the authorization form is completed by the supplier, the authorization form will be distributed by the supplier as follows: white to the vendor, pink to the City Department and yellow to the employee.
2. Price quotations from the successful Vendor are to be valid through December 31, 2011. The City intends to issue a contract for January 1, 2009 through December 31, 2011 to the award winning supplier. If you have exceptions to this stipulation, note it (along with any other exceptions) in the exceptions portion of the Quotation Form. An exception to the contract period could result in bid rejection.

3. The City expects good overall service from the award winning supplier. The frames and lenses quoted must all be available within required lead times. Optical department employees must be aware of and correctly describe to the City employees all details regarding the City contract, as well as, abide by all specifications/requirements.

Currently, the City expects employees to reimburse the City for certain costs (these will be detailed to the successful Vendor). The successful Vendor shall invoice the City for the full amount, but note on the authorization form the amount payable by the employee. ***It will be the City's responsibility to collect any amounts due from the employee.***

4. In the event a City employee selects safety glasses which are more expensive than maximum City approved cost, the successful Vendor will invoice the City for the total amount and note the portion due from the employee on the Authorization Form to allow the City to collect this amount from the employee.
5. If new Titmus frames become available after the contract award, it is the Vendor's responsibility to make the City aware of the new frame style and its cost. The City will consider adding new styles as it is generally felt that employees are more inclined to wear safety glasses if they like the style.

Shopko

QUOTATION FORM
CITY OF GRAND ISLAND, NEBRASKA

RETURN QUOTATION TO:

City Clerk, City of Grand Island, 100 East First Street, Grand Island, Nebraska, 68801

Or -

P.O. Box 1968, Grand Island, Nebraska, 68802-1968

Please fill in the following blanks with applicable pricing.

1. LENSES AS SPECIFIED:

	GLASS	PLASTIC	POLYCARBONATE
Plain Lens (no correction)	<u>27.88</u>	<u>19.88</u>	<u>22.88</u>
Single Vision	<u>27.88</u>	<u>19.88</u>	<u>22.88</u>
Bifocal (25mm - 28mm)	<u>47.88</u>	<u>32.88</u>	<u>38.88</u>
Trifocal	<u>59.88</u>	<u>44.88</u>	<u>53.88</u>
Progressive	<u>95.88</u>	<u>85.88-105.88</u>	<u>100.88-140.88</u>
Varilux	<u>145.88</u>	<u>135.88</u>	<u>170.88</u>

2. QUOTE THESE ADDITIONAL COSTS:

OVERSIZE (54 or above)

Single Vision (flat charge)	<u>NC</u>
Multifocal (flat charge)	<u>NC</u>
Plain (flat charge)	<u>NC</u>

TINTING

	Photogray	Transitions
Single Vision	<u>8.00</u>	<u>28.00</u>
Bifocal	<u>14.00</u>	<u>36.00</u>
Trifocal	<u>19.00</u>	<u>50.00</u>
Plain	<u>8.00</u>	<u>28.00</u>
Progressive	<u>20.00</u>	<u>49.00</u>

Shop 140

SOLID COLOR TINT

Single or Multifocal

4.00

7.00-glass multi focal

SCRATCH COATING FOR PLASTIC LENSES

Single

22.48

Bifocal

22.48

Trifocal

22.48

Plain

22.48

ULTRA-VIOLET LIGHT PROTECTION

Clear Plastic Lens

8.00

Clear Glass Lens

14.00

3. FRAMES AS SPECIFIED (INCLUDES ADDITIONAL STYLES):

City contract will include all or part of these frame styles. If a frame style has been discontinued, note N/A in the pricing blank. If you are aware of additional styles that are currently available, please add the style numbers and prices below.

TITMUS FRAME NO.	COMPLETE FRAME COST	ADDITIONAL COST FOR SIDE SHIELDS - DETACHABLE	ADDITIONAL COST FOR SIDE SHIELDS - PERMANENT
PC4	NA		
PC8A	23.25		
PC8U	NA		
PC205	NA		
PC110	NA		
PC112	NA		
PC114	NA		
PC250	38.25		
PC250SW	38.25		
PC251	NA		
PC261	19.25		
PC262	NA		
PC263	NA		
PC264	19.25		
PC265	NA		
PC266	NA		
PC267	NA		

6.00-on all frames 7.00-on all frames

TITMUS FRAME NO.	COMPLETE FRAME COST	ADDITIONAL COST FOR SIDE SHIELDS - DETACHABLE	ADDITIONAL COST FOR SIDE SHIELDS - PERMANENT
PC268	NA	6.00 on all frames	7.00 on all frames
PC269	NA		
PC280	19.25		
FC421	NA		
FC601A	16.25		
FC701	16.25		
FC702	NA		
FC703	16.25		
FC704	16.25		
FC705	16.25		
FC706	NA		
FC707	NA		
FC708	NA		
FC709	NA		
FC710	NA		
FC421Z	9.75		
TM6A	16.25		
TM6U S-6	16.25		
TM10	16.25		
TM10U 2-10	16.25		
SC900	NC		
SP83	NC		
SP83BF	NC		
CHALLENGER			
EX255A	42.25		
EX258	NA		
EX259	42.25		
EX272	42.25		
EX274	NA		
EXT1	64.25		
EXT2	64.25		
EXT4	64.25		
EXT5	NA		
EXT6	74.25		
EXT7	64.25		
EXT8	64.25		
EXT9	64.25		
EXT10	64.25		
EXTS1	NA		
EXTS2	NA		
EXTS3	NA		
BC101	16.25		
BC102	16.25		
BC103	NA		
BC104	16.25		

TITMUS FRAME NO.	COMPLETE FRAME COST	ADDITIONAL COST FOR SIDE SHIELDS - DETACHABLE	ADDITIONAL COST FOR SIDE SHIELDS - PERMANENT
BC107	NA	6.00 on all frames	7.00 on all frames
BC108	16.25		
BC109	16.25		
BC115	16.25		
TR301S	38.25		
TR302S	38.25		
TR303S	38.25		
TR304S	38.25		
TR305S	38.25		
TR306S	38.25		
TR307S	38.25		
TR308S	38.25		
TR309S	38.25		
TR310S	38.25		
SW01	42.25		
SW02	42.25		
SW03	42.25		
SW04	NA		
SW05	NA		
SW06	16.25		
MPD	16.25		
Xss1001	NA		
Xss1002	NA		
70F	NC		

Are glass cases included in the above pricing?

YES ☒ NO ☐

If NOT included, cost per case is: \$ _____

4. **WARRANTY/GUARANTEE:**

The City expects all components of the safety glasses to be guaranteed for one (1) year period relative to defects in materials and workmanship. Such defects will be repaired or replaced in a timely manner at no charge to the City.

Define any additional aspects of your guarantee/warranty policy:

1 year warranty on any breakages.

5. **FRAME REPAIR COSTS:**

Advise costs for general frame repairs which are not warranty related:

Front: \$13.00 up to \$59.40

Temple: \$4.06 up to \$18.56

Nose Pad Replacement: Plastic \$ NC per pair; Silicone \$ NC per pair;

Other type (describe: _____) \$ _____ per pair.

6. **LEAD TIME:**

New safety glasses will be required in one week or less.

Quoted lead time is 7-10 days OR _____
_____ If frame is in stock.

Repairs to safety glasses shall be in one week or less.

Quoted lead time is 7 days.

7. **HOURS OF OPERATION:**

List Optical Department hours:

Mon thru Fri - 9:00 am - 8 pm

Sat 9:00 am - 5 pm

Sun 11:00 am - 4 pm

8. **EXCEPTIONS:**

Any Vendor who has exceptions to any specifications and requirements listed in the documents must so state in the space provided below. It is the Vendor's responsibility to clearly outline any exceptions. Failure by Vendor to outline exceptions will require the successful Vendor to comply with the specifications and requirements.

Varilux lenses can take up to 2 weeks
Glass lenses can also take longer due
to breakages or chipping of the lens.

The undersigned Vendor, having examined the specifications and all other quote documents, and all addenda thereto, and being acquainted with and fully understanding all conditions relative to providing specified items, warrants that he/she has complete authority to submit this quotation and enter into a contract upon acceptance by the City.

COMPANY NAME Shopko Eyecare

ADDRESS 2208 N. Webb Road

TELEPHONE 308-382-7661 FAX 308-381-8401

BY (please print) Deb Golff TITLE Optical Manager

SIGNATURE: Deb Golff DATE 11/6/08

THIS FORM MUST BE INCLUDED WITH YOUR QUOTE

RESOLUTION 2008-348

WHEREAS, the City of Grand Island invited quotes for Safety Glasses and Service for the Utilities, Public Works and Parks and Recreation Departments, according to the City's Request for Quotes on file with the Utilities Administration Office; and

WHEREAS, quotes were due on November 20, 2008; and

WHEREAS, Shopko Eyecare Center of Grand Island, Nebraska, submitted a quote in accordance with the terms of the advertisement for quotes and all other statutory requirements contained therein.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the quote of Shopko Eyecare Center of Grand Island, Nebraska, for safety glasses and service for the Utilities, Public Works and Parks and Recreation Departments for the years 2009, 2010, and 2011 for the amounts set out in its quote is hereby approved as the best quote received.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 16, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 12, 2008	☐ City Attorney



City of Grand Island

Tuesday, December 16, 2008

Council Session

Item G5

#2008-349 - Approving Elkhorn Ridge Wind Energy Power Sales Agreement

Staff Contact: Gary R. Mader; Wesley Nespor

Council Agenda Memo

From: Gary R. Mader, Utilities Director
Wesley Nespor, Asst. City Attorney/Purchasing

Meeting: December 16, 2008

Subject: Power Sales Agreement for Elkhorn Ridge Wind Project

Item #'s: G-5

Presenter(s): Gary R. Mader, Utilities Director

Background

The Utilities Department has made efforts to be involved in developing technologies regarding renewable energy. Presently, the most cost effective form of renewable energy is wind energy. Since 1998, the City's Utilities Department has participated with other of the state's utilities in Wind Turbine projects.

Springview Project:

Grand Island first became involved with wind energy in 1998 with the development of the "Nebraska Distributed Wind Generation Project" or NDWG, often referred to as the "Springview Project" because of its proximity to that community in north central Nebraska. The project included two 750 kilowatt wind turbines installed near Springview, Nebraska. Half of the cost of the project was funded by a grant from the Electric Power Research Institute/Department of Energy-Turbine Verification Program. NDWG was a joint project among Nebraska utilities that included Auburn Utilities, Grand Island Utilities, KBR Power District, Lincoln Electric System, the Municipal Energy Agency of Nebraska and Nebraska Public Power District (NPPD). Grand Island had received an average of six megawatt hours of energy per month from NDWG. This is enough energy to supply approximately six houses for one month. Due to rising maintenance costs, increasing equipment failures and unit downtime, this facility was decommissioned in August of last year. Including the salvage value of the turbines, the final production cost was approximately \$23/megawatt hour. Currently, there are efforts underway to develop a project to install two new turbines at the Springview site.

Ainsworth Project:

In addition to NDWG, Grand Island is also a participant in the Ainsworth Wind Energy Farm (AWEF) near Ainsworth, NE. This facility was constructed in 2005 and consists of thirty-six 1.65 megawatt turbines for a total project output of 59.4 megawatts. Grand

Island has a one megawatt participation level in AWEF. AWEF is another joint project that is operated by Nebraska Public Power District, and includes participation by Omaha Public Power District, the Municipal Energy Agency of Nebraska, Grand Island Utilities, and JEA of Jacksonville, Florida. Since the start of AWEF, Grand Island has received an average of 293 megawatt hours of energy per month. This is enough energy to supply approximately 293 houses for one month. Currently, the total production cost of power received from AWEF is in the \$45 to \$55 per megawatt hour range.

Discussion

The use of fossil fuels for electricity production is coming under increasing scrutiny at the national level and more restrictions and regulations are likely to be placed upon fossil fuels, particularly coal. With the City's primary energy supply being produced from coal, the overall rate impact from a carbon emission tax or other environmental regulations could be significant.

It is the recommendation of City Administration that the Utilities Department stay involved with the various renewable energy projects as they develop in the state. Elkhorn Ridge Wind, LLC (Elkhorn) is an 80 MW wind farm currently under construction near the town of Bloomfield in northeast Nebraska. It consists of twenty-seven 3 megawatt turbines. It is anticipated to enter into commercial operation January 1, 2009. Grand Island staff has held discussions with NPPD and other potential participants in the Elkhorn Ridge Wind Project at a 1 MW participation level. Unlike AWEF, Elkhorn is a privately owned facility. NPPD has entered into a Power Purchase Agreement with Elkhorn to purchase all power produced by the facility. The proposed Power Sales Agreement is with NPPD to purchase a 1 MW share of the power produced at Elkhorn. This document is over 100 pages long, and is available for review in the Utilities Administration office, Legal Department, or Clerk's office.

Upfront participation costs to Grand Island are approximately \$27,000. This cost includes Substation and Transmission expansion and project development. Since this is a privately owned facility, O&M costs are not applicable. The cost of power to Grand Island will be approximately \$50 per megawatt hour increasing 2.5% per year. This equates to an approximate cost of \$160,000 for the first year, increasing 2.5% per year thereafter. The agreement is for twenty years.

Alternatives

It appears that the Council that 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 a future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the 1 MW level of participation in Elkhorn Ridge Wind facility.

Sample Motion

Move to approve the participation in the Elkhorn Ridge Wind Facility.

POWER SALES AGREEMENT

Between

NEBRASKA PUBLIC POWER DISTRICT

And

CITY OF GRAND ISLAND, NEBRASKA

For a

WIND ENERGY SHARE

From The

ELKHORN RIDGE WIND, LLC, PLANT

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POWER SALES AGREEMENT

Between

NEBRASKA PUBLIC POWER DISTRICT

And

CITY OF GRAND ISLAND, NEBRASKA

For a

WIND ENERGY SHARE

From The

ELKHORN RIDGE WIND, LLC, PLANT

This POWER SALES AGREEMENT ("Agreement") made this ____ day of _____, 2008, by and between NEBRASKA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska (hereinafter "NPPD") and the CITY OF GRAND ISLAND, NEBRASKA, a municipal corporation and political subdivision of the State of Nebraska (hereinafter "City").

WITNESSETH:

WHEREAS, NPPD is authorized by the State of Nebraska to engage in the generation, transmission, sale and distribution of electricity; and

WHEREAS, NPPD has a Power Purchase Agreement (as defined herein) with Elkhorn Ridge Wind, LLC, to purchase one hundred percent (100%) of the output of the ERW Plant (as hereinafter defined); and

WHEREAS, NPPD desires to sell Purchased Power generated at the ERW Plant (as hereinafter defined); and

WHEREAS, the City desires to enter into an agreement with NPPD to buy Purchased Power (as hereinafter defined) generated at the ERW Plant (as hereinafter defined) in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties do hereby agree as follows:

SECTION 1 DEFINITIONS

In addition to the initially capitalized terms and phrases defined in the above recitals, and those set forth in the Schedules attached to this Agreement, the following initially capitalized terms and phrases as and when used in this Agreement shall have the respective meaning set forth below:

- 1.1 “Bankruptcy Proceeding” means, with respect to a Party, that such Party (i) makes any general assignment or any general arrangement for the benefit of creditors, (ii) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or has such a petition involuntarily filed against it and such petition is not withdrawn or dismissed within thirty (30) Days after such filing, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) is unable (or admits in writing its inability) generally to pay its debts as they fall due, (v) is dissolved (other than pursuant to a consolidation, acquisition, amalgamation or merger), (vi) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, acquisition, amalgamation or merger), (vii) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for all or substantially all of its assets, (viii) has a secured party take possession of all or substantially all of its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty (30) Days thereafter, (ix) causes or is subject to any event with respect to which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (viii) (inclusive); or (x) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.
- 1.2 “Business Day” means a day on which the Federal Reserve Member Banks in Nebraska are open for business; and a Business Day shall open at 8:00 A.M. and close at 5:00 P.M. local time in Omaha, Nebraska.

- 1.3 “Capacity” means the same as “capability” for electric power supply, and refers to the maximum electric generation, less losses to the interconnection and energy used by the ERW Plant, that the ERW Plant can be expected to supply to the electric transmission system under specified conditions for a given time interval. The Capacity of generating equipment is generally expressed in megawatts.
- 1.4 “Commercial Operation Date” shall have the meaning specified in the Power Purchase Agreement (as hereinafter defined).
- 1.5 “Commercially Reasonable” or “Commercially Reasonable Efforts” means, with respect to any action required to be made, attempted or taken by a Party under this Agreement, such efforts as a reasonable prudent business Person would undertake for the protection of its own interest under the conditions affecting such action, including without limitation, the amount of notice of the need to take such action and the duration and type of action.
- 1.6 “Compensable Curtailment” shall have the meaning specified in Section 5.5.2.
- 1.7 “Confidential Information” means information about the real, personal and intellectual properties, finances, operations, development strategies, business plans and other business information of each Party, which is designated as “Confidential” in accordance with Section 17. Confidential information, when disclosed in written, machine readable, or other tangible form by one Party to the other Party, shall be clearly marked as “Confidential.” Information which is disclosed orally and is promptly followed by a written summary of the oral disclosure which identifies the material as “Confidential” shall be treated as Confidential Information and used only according to the terms of Section 17.
- 1.8 “Contract Year” shall have the meaning specified in the Power Purchase Agreement (as hereinafter defined).
- 1.9 “Day” means a calendar day.
- 1.10 “Delivered Energy” means that portion of the MWh generated by the ERW Plant and delivered by NPPD to the City at the Delivery Point.
- 1.11 “Delivery Point” shall have the meaning specified in Section 8.1.

- 1.12 "Due Date" shall have the meaning specified in Section 6.1.
- 1.13 "Effective Date" shall have the meaning specified in Section 18.10.
- 1.14 "Environmental Attributes" means any and all credits, benefits, emissions reductions, environmental air quality credits, and emissions reduction credits, offsets, and allowances, howsoever described or entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance attributable to the generation of the Delivered Energy, but specifically excluding the Production Tax Credits (PTCs). Environmental Attributes include, but shall not be limited to, those attributes that are created or recognized by regulations, statutes, or other action by a Governmental Authority, and include, but shall not be limited to, those attributes that can be used to 1) claim responsibility for the reduction of emissions and/or pollutants, 2) claim ownership of emission and/or pollutant reduction rights, 3) claim reduction or avoidance of emissions or pollutants, and 4) claim compliance with a renewable energy standard or renewable portfolio standard. Emissions and pollutants as referred to above include, but are not limited to, acid rain precursors, carbon dioxide, carbon monoxide, chlorinated hydrocarbons, greenhouse gases, mercury, metals, methane, nitrogen oxides, nitrogen-oxygen compounds, ozone precursors, particulate matter, sulfur dioxide, toxic air pollutants, other carbon and sulfur compounds, and similar or dissimilar pollutants, emissions, or contaminants of air, water or soil. Environmental Attributes shall be based on Delivered Energy.
- 1.15 "ERW Plant" means the generating units and facilities located on the Site utilized for the generation of wind-powered energy, said plant located near the City of Bloomfield, Knox County, Nebraska, and currently owned by Elkhorn Ridge Wind, LLC, a Delaware limited liability company.
- 1.16 "Event of Default" or "Default" means either a City or an NPPD Default, all as specified in Section 12.
- 1.17 "Governmental Authority" means any municipal, local, state, regional or federal administrative, legal, judicial or executive agency, court, commission, department or other such entity of competent jurisdiction, but excluding the Parties and any agency, commission, department or other such entity acting in its capacity as lender or guarantor to the Parties.

- 1.18 “Guaranteed Price” means the year-by-year price expressed in dollars per MWh, based upon the date of generation, as set forth in Section 5.3 of the Power Purchase Agreement.
- 1.19 “Late Payment Rate” shall have the meaning specified in Section 6.2.
- 1.20 “Law” means any law, code, statute, regulation, writ, decree, rule, ordinance, resolution, judgment, injunction, order or other legal or regulatory requirement of a Governmental Authority having jurisdiction over the matter in question, which is valid and applicable to the matter in question (i) at the time of the execution of this Agreement or (ii) any time thereafter during the Term.
- 1.21 “Legal Proceeding” means any suit, proceeding, judgment, ruling or order by or before any Governmental Authority.
- 1.22 “Month” means a calendar month, commencing at the beginning of the first Day of such calendar month. “Monthly” has a meaning correlative to that of “Month”.
- 1.23 “MW” means, in the singular context, one megawatt, and in the plural context, megawatts.
- 1.24 “MWh” means, in the singular context, one megawatt hour, and in the plural context, megawatt hours.
- 1.25 “Party” or “Parties” means either NPPD or City, or both.
- 1.26 “Person” means any individual, corporation, partnership, joint venture, trust, unincorporated organization, Governmental Authority or other entity, including the Parties.
- 1.27 “Power Purchase Agreement” means the Power Purchase Agreement Between Nebraska Public Power District and Elkhorn Ridge Wind, LLC, effective February 27, 2008, together with any later amendments, assignments or transfers.
- 1.28 “Prime Rate” means for any Day, the per annum rate of interest announced by the Wall Street Journal Midwest Edition in the Money Rates Section as its “prime” rate for commercial loans, effective for such Day (or if not published on such Day, on the most recent preceding Day on which published). If not available from the Wall Street Journal, an alternate will be agreed to.

- 1.29 “Production Tax Credits” or “PTCs” means tax credits applicable to electricity produced from certain renewable resources pursuant to 26 U.S.C. § 45, which tax credits provide a federal income tax credit based on electricity production from any portion of the ERW Plant.
- 1.30 “Purchased Power” means the City's One and One Quarter percent (1.25%) share, in any given hour, of the total of, as defined in the Power Purchase Agreement, 1) Capacity, 2) Delivered Energy, and 3) Environmental Attributes from the ERW Plant which NPPD purchases pursuant to the Power Purchase Agreement.
- 1.31 “Scheduling Procedures” shall have the meaning specified in Appendix B attached hereto.
- 1.32 “Site” means the parcels of real property on which the ERW Plant will be constructed and located, including any easements, rights of way, surface use agreements and other interests or rights in real estate reasonably necessary for the construction, operation and maintenance of the ERW Plant and ERW’s interconnection facilities.
- 1.33 “Term” shall have the meaning specified in Section 3.
- 1.34 “Test Energy” shall have the meaning specified in Section 4.2.

SECTION 2

REPRESENTATIONS, WARRANTIES AND COVENANTS

- 2.1 Representations, Warranties and Covenants of NPPD.** NPPD hereby makes the following representations, warranties and covenants to the City as of the Effective Date:
- 2.1.1 NPPD is a public corporation and political subdivision of the State of Nebraska duly organized, validly existing and in good standing under the Laws of the State of Nebraska, and has the legal power and authority to conduct its business and to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.
- 2.1.2 The execution, delivery and performance by NPPD of this Agreement have been duly authorized by all necessary action.

- 2.1.3 This Agreement constitutes the legal, valid and binding obligation of NPPD, enforceable in accordance with its terms.
- 2.1.4 There is no pending, or to the knowledge of NPPD, threatened action or proceeding affecting NPPD before any Governmental Authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof.
- 2.1.5 There are no approvals, authorizations, consents, or other action required by any Governmental Authority necessary to authorize NPPD's execution and delivery of this Agreement.
- 2.1.6 The execution and performance of this Agreement does not conflict with or constitute a breach or default under any contract or agreement of any kind to which NPPD is a party or any judgment, order, statute, or regulation that is applicable to NPPD.

2.2 Representations, Warranties and Covenants of City. The City hereby makes the following representations, warranties and covenants to NPPD as of the Effective Date:

- 2.2.1 The City is a municipal corporation and political subdivision of the State of Nebraska, duly organized, validly existing and in good standing under the laws of the State of Nebraska, and has the legal power and authority to conduct its business and to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.
- 2.2.2 The City is a governmental entity and is tax exempt under the Internal Revenue Code and any other applicable regulations promulgated thereunder.
- 2.2.3 The execution, delivery and performance by the City of this Agreement have been duly authorized by all necessary action.
- 2.2.4 This Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

- 2.2.5 There is no pending or, to the knowledge of the City, threatened action or proceeding affecting the City before any Governmental Authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof.
- 2.2.6 The execution and performance of this Agreement does not conflict with or constitute a breach or default under any contract or agreement of any kind to which the City is a party or any judgment, order, statute, or regulation that is applicable to the City.
- 2.2.7 There are no approvals, authorizations, consents, or other action required by any Governmental Authority necessary to authorize Seller's execution and delivery of this Agreement.

SECTION 3

TERM OF AGREEMENT

3.1 Term. This Agreement shall become effective on the Effective Date and, unless terminated pursuant to item (ii) below or (iii) below, shall remain in effect for a period of twenty (20) years following the Commercial Operation Date of the Plant (the “Term”); provided:

- (i) In no event shall the Term exceed the term of the Power Purchase Agreement, and
- (ii) In the event NPPD exercises its option under the Power Purchase Agreement to purchase the ERW Plant after Contract Year 10, NPPD shall have the right, in its sole discretion, to terminate this Agreement with six (6) Months prior written notice to the City, and the Parties will enter into good faith negotiations at that time to enter into a new power sales agreement for a wind energy share from the ERW Plant, if so desired by the Parties. If the Parties are unable to enter into a new power sales agreement, NPPD agrees to reimburse the City for unrealized benefits of substation costs which the City has already paid NPPD under Section 5.7, using a factor of 0.417 percent for each Month remaining in the Term on the date of termination, and
- (iii) In the event the Power Purchase Agreement is amended, the City shall have the right to terminate this Agreement by giving written notice to NPPD within thirty (30) Days of receiving a copy of the amendment. In the event of such termination, NPPD agrees to reimburse the City for unrealized benefits of substation costs which the City has already paid NPPD under Section 5.7, using a factor of 0.417 percent for each Month remaining in the Term on the date of termination.

3.2 Survivability. Applicable provisions of this Agreement shall continue in effect (i) after termination to the extent necessary to provide for final billings and adjustments, and (ii) as provided herein.

3.3 Contingency. This Agreement and obligations hereunder are contingent upon the being in full force and effect as to NPPD.

SECTION 4

PURCHASED POWER AND TEST ENERGY

- 4.1 Sale of Purchased Power.** Pursuant to the provisions of the Power Purchase Agreement, attached hereto and incorporated herein as Appendix A, NPPD has agreed to buy Purchased Power produced by or attributable to the ERW Plant during the term of the Power Purchase Agreement. NPPD anticipates a Commercial Operation Date for the ERW Plant on or about December 31, 2008. NPPD immediately will provide the City with written notice of the Commercial Operation Date when the same has been communicated to NPPD by Elkhorn Ridge Wind, LLC.
- 4.2 Test Energy.** Prior to Commercial Operation Date, any and all wind energy that is produced by the ERW Plant and delivered to NPPD ("Test Energy") shall be purchased by NPPD from Elkhorn Ridge Wind, LLC, pursuant to the terms of the Power Purchase Agreement, and such Test Energy shall not be sold to the City under the terms of this Agreement. On and after the Commercial Operation Date, NPPD will sell to the City and the City will purchase from NPPD Purchased Power at the Guaranteed Price, pursuant to the terms and conditions of this Agreement, all as more specifically set forth in Section 5.

SECTION 5

SALE AND PURCHASE OBLIGATION

- 5.1 Purchase Obligation.** The City's obligation to buy Purchased Power from NPPD shall commence on the Commercial Operation Date. For any Purchased Power purchased by the City from NPPD pursuant to this Agreement, NPPD shall utilize the invoicing procedures set forth in Section 6.
- 5.2 Sale and Purchase**
- 5.2.1** NPPD shall sell Purchased Power to the City during the Term and deliver the associated Delivered Energy during the Term, subject to the terms of this Agreement. The City shall purchase Purchased Power during the Term and accept delivery of all the Delivered Energy at the Delivery Point, subject to the terms of this Agreement. NPPD shall not sell or contract to sell any Capacity, Delivered Energy or Environmental Attributes associated with the Purchased Power to any Person other than the City for the Term.
- 5.2.2** City, in its capacity as the purchaser under this Agreement, shall not be obligated to pay for any Purchased Power on any basis other than the amount of Delivered

Energy that NPPD delivers at the Delivery Point from the ERW Plant, except as provided in Section 5.5 and Section 5.7.

5.2.3 For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NPPD hereby sells, transfers and conveys to the City, its successors and assigns, all of NPPD's right, title and interest in and to all Environmental Attributes that now exist or are hereafter created or recognized as being associated with the Purchased Power. The Parties intend that this transfer of Environmental Attributes, and the City's right with respect to such Environmental Attributes shall be immediate, absolute and unconditional. City's rights to the Environmental Attributes will terminate upon the cancellation or other termination of this Agreement prior to the expiration of the Term, but shall not be affected by the fact that the City is for any other reason not receiving the Purchased Power of the ERW Plant at any time or times. NPPD agrees that it will provide to the City one or more bills of sale, or other documentation that the City might from time to time request, to help the City establish or evidence the City's absolute and unconditional right, title and interest in and to the Environmental Attributes, and NPPD further acknowledges and agrees that this Agreement may be used by the City to establish or evidence the City's absolute and unconditional right, title and interest.

5.2.4 City shall be responsible for scheduling Delivered Energy deliveries at the Delivery Point, in accordance with the provisions of Section 9, and shall be responsible for all transmission line losses, transmission and ancillary service arrangements and costs required to deliver such energy beyond the Delivery Point. NPPD shall cooperate with the City in connection with scheduling and provide the City with information reasonably available to enable the City to schedule such Delivered Energy.

5.3 Guaranteed Price. During the Term, City shall pay NPPD the Guaranteed Price set forth in Section 5.3 of the Power Purchase Agreement for each applicable Contract Year.

5.4 Environmental Attributes. NPPD shall present to the City an attestation form in the form set forth in Appendix C or such other form agreeable between the Parties as proper and appropriate for the particular Environmental Attributes, with each invoice designating the quantity of Environmental Attributes associated with the relevant invoice period. In the event that the City determines that it requires amendment or modification to the form of attestation to be received from NPPD with future invoices, NPPD agrees to

use commercially reasonable efforts to amend or modify the form of attestation it provides to the City, in order to accommodate the City's needs. NPPD agrees to provide certification for one hundred percent (100%) of the Environmental Attributes on forms that are Green-e® eligible, and such other documentation as may be reasonably requested by the City from time to time in order to realize the benefits of the Environmental Attributes. NPPD represents and warrants it has and at all times will have exclusive right to sell the Environmental Attributes that exist under current Laws called for in this Agreement, and if there are changes in Laws after the Effective Date, NPPD shall take all actions within its rights and control to establish and maintain its exclusive rights to sell and transfer such Environmental Attributes to the City, and NPPD further declares that the Environmental Attributes have not been sold or otherwise transferred to a third party. NPPD shall not sell, market, or otherwise transfer Environmental Attributes to a third party. NPPD's full and exclusive ownership rights to the Environmental Attributes described herein are not being disputed; and the Delivered Energy that was generated with the Environmental Attributes was not and will not be separately sold, marketed or otherwise represented as renewable energy and was not used to meet any federal, state or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate.

5.5 Title, Risk of Loss, Seller's Benefits and Compensable Curtailments.

5.5.1 As between the Parties, NPPD shall own and control the Purchased Power up to and until delivery and receipt at the Delivery Point and the City shall own and control such Purchased Power from and after delivery and receipt at the Delivery Point. Title and risk of loss related to the Purchased Power shall transfer from NPPD to the City at the Delivery Point.

5.5.2 In the event of a Compensable Curtailment, as provided for in Sections 5.7.3, 5.7.4 and 5.7.5 of the Power Purchase Agreement, the City shall be obligated to pay NPPD an amount equal to One and One Quarter percent (1.25%) of NPPD's obligations.

5.5.3 NPPD shall invoice the City for amounts due as a result of a Compensable Curtailment together with its regular Monthly invoice for the applicable Month.

5.6 No Dedication of Resources. The sale by NPPD to the City of Purchased Power under this Agreement shall not constitute a sale, lease, transfer, dedication or conveyance of any type of an ownership interest in or to the ERW Plant and Site.

5.7 Developmental and Administrative Costs

5.7.1 Prior to the Effective Date. Prior to the Effective Date, NPPD has incurred costs associated with the development of the Power Purchase Agreement, as identified in Appendix D. NPPD will invoice the City for One and One Quarter percent (1.25%) of such administrative costs incurred prior to the Effective Date and the City shall make payment to NPPD in accordance with Section 6.1.

5.7.2 After the Effective Date. NPPD will continue to expend administrative and operational costs, including for example but not limited to wind forecasting services, transmission system studies and facilities to meet reliability requirements, and other costs related to this Agreement and the Power Purchase Agreement, as well as attorney's fees related to the performance and management of the Power Purchase Agreement. As soon as reasonably practicable after Commercial Operation Date, NPPD will invoice the City for One and One Quarter percent (1.25%) of such identified costs incurred by NPPD, and the City shall make payment to NPPD in accordance with Section 6.1. Provided and except, however, that the City shall not be invoiced under this Agreement and shall not be liable for any due diligence costs, attorney's fees or other costs incurred by NPPD related to Section 10.4 of the Power Purchase Agreement.

SECTION 6

PAYMENTS AND BILLING

- 6.1 Payment.** City's payment to NPPD for Purchased Power, Compensable Curtailments, and developmental and administrative costs identified in Section 5.7 shall be made by electronic transfer of funds by the "Due Date", which is fifteen (15) Days after the invoice is received by the City, as set forth in Section 6.2. City shall make payments to a bank account as designated from time to time by NPPD. If such Due Date falls on a non-Business Day, such Due Date shall be the next Business Day. City shall be entitled to conclusively presume, without any liability whatsoever, that the payment information furnished by NPPD (including name, financial institution, account numbers, payee, etc.) is accurate.
- 6.2 Billing.** NPPD shall read the meter at the Delivery Point at the end of each Month of the Term and shall create an invoice for Purchased Power based upon the meter data for Delivered Energy and the Guaranteed Price and the City of Grand Island's share of other applicable charges for which NPPD is obligated under the Power Purchase Agreement. NPPD shall send the Monthly invoice to the Assistant Utilities Director at the Phelps Control Center or an individual designated by the Assistant Utilities Director. If the amount due is not paid on or before the Due Date, a late payment charge shall be applied to the unpaid balance and shall be added to the next billing statement. Such late payment charge shall be calculated based on an annual interest rate equal to the Prime Rate plus 200 basis points but in no event shall such interest exceed the maximum interest rate permitted by Law (the "Late Payment Rate"). If the Due Date occurs on a Day that is not a Business Day, the late payment charge shall begin to accrue on the next succeeding Business Day.
- 6.3 Billing Disputes.** Either Party may dispute invoiced amounts, but shall pay to the other Party at least the undisputed portion of invoiced amounts on or before the invoice Due Date. Section 7 shall apply to any billing dispute. When the billing dispute is resolved, the Party owing shall pay the amount owed within five (5) Business Days of the date of such resolution, with late payment interest charges calculated on the amount owed at the Late Payment Rate.

SECTION 7

DISPUTE RESOLUTION AND STATUTE OF LIMITATIONS

7.1 Dispute Resolution. In the event of a dispute under this Agreement, the following shall occur:

7.1.1 All questions of fact, and any and all disputes with references thereto, arising out of the performance of this Agreement, or changes therein, or work in connection therewith, shall initially be submitted to NPPD for decision.

7.1.2 In the event that the City disagrees with NPPD's decision, a senior executive of NPPD and a senior executive of the City shall immediately confer, discuss and review NPPD's decision.

7.1.3 In the event that the meeting referred to in Section 7.1.2 fails to resolve the dispute between the Parties, NPPD's decision shall be conclusive on the Parties hereto, unless thereafter determined by a Governmental Authority to be unsupported by Law or substantial evidence. In that regard, the City may pursue all remedies available at Law or in equity, specifically excluding termination of this Agreement.

Pending final decision of any dispute hereunder, the City shall proceed with its obligations and performance in accordance with the written decision of NPPD. No arbitration will be allowed under this Agreement.

7.2 Limitation on Time Period for Claims. Any claim against NPPD for a billing adjustment or for any other claim shall be limited to the twenty-four (24) Months immediately preceding the date such claim or error is raised by the City whether or not such error or claim was discoverable. NPPD shall retain records and accounts relating to the ERW Plant for a period of at least twenty-four (24) Months.

SECTION 8

DELIVERY POINT AND TRANSMISSION

8.1 Delivery Point. The Delivery Point for Purchased Power purchased by the City from NPPD under this Agreement shall be at the point where the ERW Plant and interconnection facilities connect to the NPPD transmission system at NPPD's Bloomfield 115 kV substation, as the same is further described in Exhibit B of the Power

Purchase Agreement. Title to Purchased Power shall pass from NPPD to the City at the Delivery Point. Upon receipt from NPPD, the City shall be in exclusive control of the Purchased Power at and from the Delivery Point.

8.2 Transmission. City shall be solely responsible for providing, at its sole cost and expense, transmission of the Purchased Power from the Delivery Point and any associated ancillary services. Such transmission and ancillary service(s) shall be provided by NPPD under the appropriate rates, terms and conditions included in the transmission rate schedule currently in effect for NPPD, as it may be superseded from time to time. City shall have the right, in whatever form such right may exist, to review transmission and ancillary service rates, terms and conditions, and any proposed revisions to the same, as may be imposed upon NPPD by its transmission service provider, if applicable. NPPD will recognize and honor arrangements completed by the City for transmission services to facilitate delivery of Purchased Power; provided, however, if a Governmental Authority or any regional transmission authority does not approve or limits the City's transmission path from the Delivery Point to the City, the City shall not be entitled to receive Purchased Power for which it does not have a transmission path; further provided that NPPD may to the extent legally and technically feasible attempt to make non-firm power available to the City at the Delivery Point so that the City receives full Purchased Power. Delivered Energy for which the City does not have firm or non-firm transmission may, at City's option, be sold to NPPD at a price determined by mutual agreement between the Parties.

8.3 Termination of Transmission. NPPD will annul the confirmed transmission service request (Oasis # 72441570) upon request of the City of Grand Island if this Agreement is terminated per Section 3.1 (ii), Section 3.1 (iii), Section 12.3, or if the ERW Plant is decommissioned prior to the Term of this Agreement.

SECTION 9 SCHEDULING

9.1 Pseudo-Tie. To the extent that the City is able to do so, City shall establish a pseudo-tie for the dynamic delivery of the Purchased Power, from the NPPD balancing area to the City balancing area through a means determined acceptable by NPPD in its sole discretion. In the event that the City is unable to establish a pseudo-tie arrangement that is acceptable to NPPD, scheduling of energy hereunder shall be conducted as described in Sections 9.2 through 9.5 and Appendix B.

- 9.2 Scheduling Procedures.** If the City is not able to establish a pseudo-tie, all deliveries of power to the City shall be in accordance with written procedures determined by NPPD, in its sole discretion (the “Scheduling Procedures”), attached hereto as Appendix B, which may be amended from time to time by NPPD upon thirty (30) Days notice, unless shorter notice is necessary due to extenuating circumstances. The Scheduling Procedures shall provide for adaptation of such schedules for day-to-day operational requirements. The amount of City Delivered Energy shall not exceed City's Purchased Power.
- 9.3 Determination of City Delivered Energy.** If the City is not able to establish a pseudo-tie, the calculation of the City Delivered Energy will be determined by NPPD after accounting for any changes in scheduling. The basis for such determination will be maintained by NPPD in accordance with NPPD’s regular record retention policy, and may be inspected by the City upon advance notice.
- 9.4 Schedules and Final Schedules.** If the City is not able to establish a pseudo-tie, City recognizes that City Delivered Energy may be zero at times, for example, when the wind is not sufficient to generate electricity or when the ERW Plant is consuming more station power than generating or due to other losses between the individual generation units and the Delivery Point. Final schedules will be determined after the fact in accordance with the Scheduling Procedures of Appendix B.
- 9.5 Wind Integration Rate.** If the City is not able to establish a pseudo-tie, City shall pay to NPPD a wind integration rate under this Agreement, until such time as said wind integration rate is replaced by a rate or fee contained in NPPD's T-2 Rate Schedule, the Southwest Power Pool tariff, or other applicable rate schedule or tariff for transmission services, to compensate NPPD for wind integration. The wind integration rate under this Agreement shall be determined by NPPD, in its sole discretion, and shall initially be \$4.00/MWh. NPPD reserves the right to make modifications to or replace such wind integration rate, rate schedule or tariff at its sole discretion. NPPD anticipates that it will adopt a replacement wind integration rate schedule following the completion of the NPA NREL/DOE funded Wind Integration Study, to replace the initial wind integration rate of \$4.00/MWh. In the event such NPPD T-2 replacement wind integration rate is different than \$4.00/MWh, NPPD will perform a true-up calculation using replacement rate and the City shall pay any additional amount owed, not to exceed \$5.00/MWh, if said NPPD T-2 replacement rate is greater than \$4.00/MWh, and NPPD shall refund any overpayment by the City, not less than \$3.00/MWh, if the replacement wind integration

rate is less than \$4.00/MWh, but NPPD shall not refund for difference exceeding a reduction from \$4.00/MWh to \$3.00/MWh.

SECTION 10 METERING

10.1 Meter Readings. Purchased Power delivered hereunder shall be metered in such manner and at such locations as determined by NPPD. All meters shall be read by NPPD.

10.2 Meter Testing. All metering equipment shall be provided and maintained by NPPD. NPPD shall make or cause to be made special meter tests from time to time. The reading of any meter which shall have been disclosed by test to be inaccurate shall be corrected for the period the inaccuracy is known, or lacking knowledge or agreement, a period of ninety (90) Days from the date of discovery of such inaccuracy or malfunction in accordance with the percentage of inaccuracy found by such test. If any meter shall fail to register for any period, NPPD shall determine the amount of power furnished during such period, and NPPD shall adjust the billing statement for such period. All billing disputes shall be resolved in accordance with Section 7.

10.3 Meter Records. Meter readings and testing records shall be maintained in accordance with NPPD's regular record retention policy, and may be inspected by the City with two (2) Business Days notice.

10.4 Access. Authorized representatives of the City shall at all reasonable times, and with reasonable prior notice, and while accompanied by NPPD representatives, have access to the ERW Plant and NPPD's Bloomfield 115 kV substation to witness equipment tests and perform all inspections, as may be appropriate to determine whether NPPD is in compliance with this Agreement. While there, such representatives of the City shall observe such safety procedures as may be required by NPPD and the ERW Plant and shall conduct themselves in a manner that will not interfere with the operation of the ERW Plant or the operation of NPPD's transmission facilities.

SECTION 11 ASSIGNMENTS AND TRANSFERS

11.1 Permitted Transactions

11.1.1 Except as provided herein neither Party shall assign or transfer this Agreement or any of its rights or obligations under this Agreement to any Person whether in a single transaction or series of transactions, unless such assignment or transfer is expressly approved in writing by the other Party.

11.1.2 No assignment or transfer of this Agreement shall relieve a Party of its obligations hereunder, unless provided in the written approval of the transaction.

11.2 Specific Performance. Each Party acknowledges and agrees that the failure or threatened failure to comply with the terms of this Section 11 may cause irreparable injury to the other Party, which cannot properly or adequately be compensated by the mere payment of money. The Parties agree, therefore, that in the event of a breach or threatened breach of this Section 11, in addition to any other remedies that may be available, the non-breaching Party shall have the right to obtain from any competent court a decree enjoining such breach or threatened breach of this Section 11 or providing that the terms of this Section 11 be specifically enforced.

SECTION 12 EVENTS OF DEFAULT

12.1 Events of Default by City. The following shall each constitute an Event of Default by City:

12.1.1 After the Commercial Operation Date, City refuses to purchase Delivered Energy for either thirty (30) consecutive Days or sixty (60) nonconsecutive Days in any three hundred and sixty-five (365) Day period for any reason other than a condition of Force Majeure.

12.1.2 City fails to make any undisputed payment due under this Agreement within ten (10) Days after such payment is due and fails to cure such Default within twenty (20) Days after written notice from NPPD.

12.1.3 City substantially breaches any other material obligation under this Agreement, and fails to cure such breach within thirty (30) Days after written notification by NPPD of the breach; provided, however, that in the case of an Event of Default described above by the City, failure to complete the cure of such Default or breach within the thirty (30) Day period after NPPD notice shall not constitute an Event of Default if the breach is not capable of being cured within thirty (30)

Days and the City begins the cure within the thirty (30) Day period and uses Commercially Reasonable Efforts to cure the Default or breach within sixty (60) Days (as extended for a Force Majeure event).

12.2 Events of Default by NPPD. The following shall each constitute an Event of Default by NPPD:

12.2.1 NPPD fails to make any undisputed payment due under this Agreement within ten (10) Days after such payment is due and fails to cure such Default within twenty (20) Days of the written notice from the City.

12.2.2 NPPD substantially breaches any other material obligation under this Agreement and fails to cure such breach within thirty (30) Days after written notification by the City of the breach; provided, however, that in the case of an Event of Default described above by NPPD, failure to complete the cure of such Default or breach within the thirty (30) Day period after City notice shall not constitute an Event of Default if the breach is not capable of being cured within thirty (30) Days and NPPD begins the cure within the thirty (30) Day period and uses Commercially Reasonable Efforts to cure the Default or breach within sixty (60) Days (as extended for a Force Majeure event).

12.3 Termination for Cause. If any Event of Default as defined in Section 12.1 or 12.2 has occurred, the non-defaulting Party may provide written notice to the defaulting Party specifying the basis for its belief that such event has occurred, and that the Agreement may be terminated unless the Event of Default is cured within thirty (30) Days of the written notice of intent to terminate or such longer cure period as the Parties may agree or is provided in Section 12.1.3 and Section 12.2.2. If the Event of Default has not been fully cured within the thirty (30) Day cure period, or such longer cure period as the Parties might have agreed or is provided in Section 12.1.3 and Section 12.2.2, then the non-defaulting Party may thereafter terminate this Agreement, as its sole remedy, by providing written notice of termination.

12.4 Remedy. If either Party provides a notice of termination to the other under this Section 12, all provisions of this Agreement, and all rights and obligations of the Parties hereunder, will continue in full force and effect from and after the date of the notice of termination until the effective date of termination, including any right, remedy or liability resulting from nonperformance or other breach of the Agreement that occurs prior to the effective date of termination. If either Party terminates for cause, then such non-

defaulting Party shall have no further obligations under this Agreement to the defaulting Party from and after the date of such termination. The rights to terminate set out in this Section 12 are exclusive to any other right or remedy provided under this Agreement, or now or hereafter existing at Law or in equity, and the exercise of said right shall be deemed as a waiver or relinquishment by the terminating Party of any of its other rights or remedies, including any right to recover damages for any breach of this Agreement or for any unperformed balance.

12.5 Force Majeure

12.5.1 The term “Force Majeure” as used herein shall mean any cause or causes not reasonably within the control and without the fault or negligence of the affected Party which wholly or partly prevents the performance of any of its obligations under this Agreement, including, without limitation by enumeration, acts of God, acts of the public enemy, acts of terrorism or threats thereof (or actions to prevent the same), blockades, strikes or differences with workmen, civil disturbances, fires, explosions, storms, floods, landslides, washouts, labor and material shortages, boycotts, breakdowns of or damage to equipment or facilities and actions to prevent the same, interruptions to supply or delays in transportation, embargoes, inability to obtain or renew a necessary license, permit or approval, acts of military authorities, acts of local, state or federal agencies or regulatory bodies, court actions, bankruptcy court actions, arrests and restraints.

12.5.2 If an event defined as Force Majeure occurs, and the affected Party is unable to carry out any of its obligations under this Agreement, then upon the affected Party giving written notice to the other Party of such Force Majeure, the affected Party’s obligations shall be suspended from and after the date of the Force Majeure specified in the notice to the extent made necessary by such Force Majeure and during its continuance. The notice shall specify in detail (to the extent known) the nature of the Force Majeure, the obligations which the affected Party is unable to perform or furnish due to Force Majeure, and the affected Party’s best estimate of the probable duration of the Force Majeure. The affected Party shall use Commercially Reasonable Efforts to eliminate and cure such Force Majeure insofar as possible and with a minimum of delay, and to resume full performance of its obligations.

SECTION 13

WAIVERS

- 13.1 Waivers.** Any waiver at any time by either Party of its rights with respect to any Default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other Default or matter.

SECTION 14 NOTICES

- 14.1 Notices.** Any notice or demand under or required by this Agreement shall be in writing and shall be deemed properly given when (i) mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To NPPD: Nebraska Public Power District
Attention: Energy Manager
2060 W. Platte River Dr.
P.O. Box 1000
Doniphan, Nebraska 68832-1000
Fax: (402) 845-5224

Copy to: Nebraska Public Power District
Attention: Contracts Manager
1414-15th Street
P.O. Box 499
Columbus, NE 68602-0499
Fax: (402) 563-5466

Nebraska Public Power District
Attention: Office of the General Counsel
1414-15th Street
P.O. Box 499
Columbus, NE 68602-0499
Fax: (402) 563-5837

To City: City of Grand Island
Attention: Assistant Utilities Director - PCC
700 E. Bischeld Street
Grand Island, NE 68801
Fax: (308) 385-5449

(ii) when sent by telefax or e-mail, provided such telefax or e-mail is confirmed by United States registered or certified mail, postage prepaid, return receipt requested, (iii) when sent by overnight courier to the address provided in clause (i), (iv) such other method as agreed to by the Parties in writing, or (v) to such other address as may be designated in writing by the Parties.

SECTION 15

SUCCESSORS AND ASSIGNS

15.1 Binding Effect

15.1.1 All rights and obligations under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the respective Parties. Any assignment made in violation of Section 11 shall be void and of no force or effect as against the non-consenting Party.

15.1.2 No sale, assignment, transfer or other disposition permitted by this Agreement shall affect, release or discharge either Party from its rights or obligations under this Agreement, except as may be expressly provided by this Agreement.

15.2 Receiver or Trustee in Bankruptcy. The Parties intend that the obligations of the City under this Agreement shall not be affected by a Bankruptcy Proceeding or a receiver, a trustee in bankruptcy, or an indenture trustee taking charge of the assets or business of NPPD, and that such receiver, trustee or indenture trustee may exercise all of the rights of, and make all of the determinations provided to be made in this Agreement.

SECTION 16

INDEMNIFICATION AND LIMITATION OF LIABILITY

16.1 Indemnity

16.1.1 City expressly agrees to indemnify, hold harmless and defend NPPD against any and all claims, liability, costs or expenses (including reasonable attorneys' fees and expenses) for loss, damage or injury to Persons or property directly connected with or growing out of, the transmission or distribution of Purchased Power after the Delivery Point, unless such loss, damage or injury is the result of bad faith, negligence, or reckless or willful misconduct of or attributable to NPPD.

16.1.2 NPPD expressly agrees to indemnify, hold harmless and defend City against any and all claims, liability, costs or expenses (including reasonable attorneys' fees and expenses) for loss, damage or injury to Persons or property directly connected with or growing out of, the generation, transmission, or distribution of Purchased Power up to the Delivery Point, unless such loss, damage or injury is the result of

bad faith, negligence, or reckless or willful misconduct of or attributable to the City.

- 16.2 No Liability to Third Parties.** Nothing herein shall create, or be interpreted as creating any standard of care with reference to, or any duty or liability to any Person not a Party.
- 16.3 No Consequential Damages.** To the fullest extent permitted by Law and notwithstanding anything to the contrary herein, in no event shall either Party be liable to the other for punitive, indirect, exemplary, consequential, or incidental damages, including, without limitation, claims of customers of the indemnified Party arising in connection with this Agreement.

SECTION 17

CONFIDENTIAL INFORMATION

- 17.1 Use of Confidential Information.** During the course of this Agreement, the Parties may disclose to each other certain Confidential Information, by either oral or written communications. To constitute Confidential Information for purposes of this Agreement, the same shall be clearly so designated (if oral) or conspicuously so marked (if tangible) by the disclosing Party. Notwithstanding any prior nondisclosure agreement, the Parties hereby deem Section 5 of Appendix A to constitute Confidential Information and otherwise not be subject to public disclosure, but the Agreement otherwise is not Confidential Information. These disclosures have been or will be made upon the basis of the confidential relationship between the Parties, and unless specifically authorized in writing by the other, the Parties will:
- 17.1.1 Use such Confidential Information solely for purposes contemplated by this Agreement; and
- 17.1.2 Promptly return to each other, upon request, any and all tangible material concerning such Confidential Information, including all copies and notes, or destroy the same and provide the other Party with a written statement that such destruction has occurred; provided that a Party may retain a copy with its general counsel to show compliance with this section. Under no circumstances shall any Confidential Information or copy thereof be retained, except with the express written approval of the owner of such Confidential Information.

17.2 Nondisclosure

17.2.1 Each Party agrees that it will use reasonable care to prevent unauthorized disclosure of Confidential Information. Neither Party will make any copies of Confidential Information that is in written or other tangible form except for use by authorized Persons with a need to know in connection with this Agreement (including contractors and subcontractors), and all Persons having access to Confidential Information shall agree to comply with the terms of this Agreement.

17.2.2 Each Party agrees not to distribute, disclose or disseminate Confidential Information in any way to anyone, except Persons who have such need to know (including contractors and subcontractors), or use Confidential Information for its own purpose. Each Party agrees that its disclosure of Confidential Information to a Person who has a need to know shall be limited to only so much of the Confidential Information as is necessary for that Person to perform his/her function in connection with the Confidential Information.

17.3 Exceptions. The obligations imposed in this Section 17 shall not apply to Confidential Information:

17.3.1 Which becomes available to the public through no wrongful act of the receiving Party;

17.3.2 Which may be published or otherwise made available to the public prior to the date hereof;

17.3.3 Which is received from a third party without restriction known to the receiving Party and without breach of this Agreement;

17.3.4 Which is independently developed by the receiving Party;

17.3.5 Which is disclosed to a director, officer, employee, agent, or legal counsel of a Party, or to a Party's outside accountants, auditors, rating agencies, financial advisors, legal counsel, actual or potential lenders, underwriters, or the legal counsel or advisors of any thereof; or

17.3.6 Which must be disclosed pursuant to any Law (including, but not limited to, the Open Meetings Act, Neb. Rev. Stat. § 84-1407 et seq., and the Nebraska public records laws, Neb. Rev. Stat. § 84-712 et seq.). If disclosure is requested or demanded as to Confidential Information pursuant to any Law, the Party receiving the request or demand shall provide the owner of such Confidential Information with prompt notice to enable the owner to seek protective legal remedies, and the receiving Party shall reasonably cooperate in connection therewith.

SECTION 18

MISCELLANEOUS

- 18.1 Audit.** The Parties shall maintain such books, records and accounts as are required for the performance of this Agreement, beginning with the Commercial Operation Date. Each Party, upon making a written request to the other Party, and at its sole expense, shall have the right to examine such books, records and accounts of the other Party to permit audits or confirmation of compliance with the provisions of this Agreement, subject to Section 7.2. Such examinations shall occur at mutually agreed times, during normal working hours of the Parties.
- 18.2 Amendments.** This Agreement may be amended by agreement between NPPD and the City, but no such amendment to this Agreement shall be effective unless it is in writing and executed by both Parties.
- 18.3 Approvals.** Any approval required under this Agreement shall be given in writing and notice of such approval shall be required before any action is taken.
- 18.4 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties relating to the subject matter contemplated by this Agreement and supersedes all prior agreements, whether oral or written.
- 18.5 Counterparts.** This Agreement may be executed in multiple counterparts to be construed as one.
- 18.6 Severability.** If any part, term or provision of this Agreement is held by a Governmental Authority to be unenforceable, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be unenforceable, and a new provision shall be deemed to be substituted in lieu of the

provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties hereto as evidenced by the provision so severed.

18.7 Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Nebraska without regard to conflict of Law principles.

18.8 Jurisdiction. In the event any Party to this Agreement commences a Legal Proceeding in connection with or relating to this Agreement, the Parties hereby:

18.8.1 Agree under all circumstances absolutely and irrevocably to institute any Legal Proceeding in a court of competent jurisdiction located within the State of Nebraska, whether a state or federal court; and

18.8.2 Agree that in the event of any Legal Proceeding, the Parties will consent and submit to the personal jurisdiction of such court of competent jurisdiction located in Nebraska.

18.9 No Third-Party Beneficiaries. NPPD and City agree that no other Person is an intended third-party beneficiary of this Agreement, except as may be provided in a separate instrument executed by both NPPD and the City.

18.10 Effective Date. The “Effective Date” of this Agreement shall be the date when the Agreement is signed by both Parties.

18.11 Rules of Construction

18.11.1 The descriptive headings of the various articles, sections and subsections of this Agreement have been inserted for convenience of reference only and shall not be construed as to define, expand, or restrict the rights and obligations of the Parties.

18.11.2 Wherever the term “including” is used in this Agreement, such term shall not be construed as limiting the generality of any statement, clause, phrase or term.

18.11.3 The terms defined in this Agreement shall include the plural as well as the singular and the singular as well as the plural.

18.11.4 Whenever a statute, code or regulation is used in this Agreement, such term shall also include all successor statutes, codes and regulations.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

ATTEST:

NEBRASKA PUBLIC POWER DISTRICT

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

ATTEST:

CITY OF GRAND ISLAND, NEBRASKA

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

APPENDIX A
POWER PURCHASE AGREEMENT
BETWEEN
NPPD AND ELKHORN RIDGE WIND, LLC

APPENDIX B

SCHEDULING PROCEDURES

Purpose

The purpose of this document is to provide policies, procedures, and guidelines to establish common expectations and a common understanding of coordinated operation among NPPD and the City.

Scheduling of Energy

- 1. Scheduling.** NPPD will provide energy real time from the ERW Plant. Energy schedules will normally be a pro-rata share of the output of the ERW Plant, except as otherwise provided in the Agreement. All schedules will be in whole MWh per hour and will account for hours with negative production.
- 2. Tagging and Transmission Service.** As long as the City is delivering this resource to network load within the NPPD Control Area, no tags will be necessary. City is responsible for ensuring that all NERC Tags and Transmission Reservations are completed and approved consistent with the timing requirements of NERC and the Transmission Provider if the energy is delivered outside the NPPD Control Area. For purposes of NERC Tags and OASIS requests, the source Control Area shall be “NPPD”, and the POR shall be “NPPD's Bloomfield 115 kV substation.” The source PSE shall be “NPPD.”
- 3. Transmission Loading Relief (TLR).** During (TLR), schedules will be adjusted consistent with the adjusted NERC Tag.
- 4. Testing.** It is recognized that the ERW Plant will require testing from time to time. These tests will include, but not be limited to, maintenance (calibration of controls, etc.). During these test periods, the City must take delivery of its pro-rata share of the energy produced. NPPD will make reasonable efforts to inform the City of scheduled testing activities. NPPD will make available hourly production data for accreditation purposes should the City so desire.

5. **Emergencies.** If the ERW Plant trips off line or is suddenly forced out of service for any reason NPPD shall communicate the same to the City as soon as reasonably practicable.
6. **Communications.** NPPD shall make best efforts to inform the City as soon as practicable of any significant change in the status of the ERW Plant, such as impending derates or outages.

APPENDIX C

FORM OF ATTESTATION OF ENVIRONMENTAL ATTRIBUTES

Form of Attestation of Environmental Attributes

Nebraska Public Power District

Renewable Energy Credit [Environmental Attributes] Attestation and Transfer

NPPD ("Seller") hereby sells, transfers and delivers to the City of Grand Island, Nebraska ("City"), the Renewable Energy Credits ("RECs") [Environmental Attributes], described below associated with the Purchased Power generated (as such Purchased Power is defined in the Power Sales Agreement (the "Agreement"), dated _____, 2008, between City and Seller). Seller hereby attests and certifies that such Purchased Power was delivered to the City transmission system on or about the date identified and that Seller holds good and merchantable title to the RECs [Environmental Attributes] identified below.

Facility name and location: Elkhorn Ridge Wind Energy Facility, near Bloomfield,
Nebraska

Energy Source: Wind

Capacity (MW): 79.9 MW

Operational Date: _____, [2008]

Wind Generator Identification Number: DOE EIA # _____

<u>Dates</u>	<u>MWh generated</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Seller further attests, warrants, and represents as follows:

- i) The information provided herein is true and correct;
- ii) Seller holds good and merchantable title to the RECs [Environmental Attributes] identified for sale herein and that the sale to City is its one and only sale of the above identified RECs [and the associated Environmental Attributes] referenced herein;
- iii) The Elkhorn Ridge Wind Energy Facility generated and delivered to the NPPD transmission system the Purchased Power in the amount indicated as undifferentiated energy; and
- iv) Each of the RECs [Environmental Attributes] associated with the generation of the Purchased Power has been generated and sold from the Elkhorn Ridge Wind Energy Facility on or about the date specified above.
- v) The foregoing RECs [Environmental Attributes] and associated RECs [Environmental Attributes] are transferred free and clear of any liens or security interests.

Pursuant to this ***Renewable Energy Credit [Environmental Attributes] Attestation and Transfer***, Seller transfers to City all of Seller's right, title, and interest in and to the RECs [and Environmental Attributes] associated with the generation of the Purchased Power.

Nebraska Public Power District

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX D

DEVELOPMENTAL AND ADMINISTRATIVE COSTS

Capital Costs (ERW)

Bloomfield Substation Expansion	\$1,466,667
Transmission Line and Substation	\$ 220,000
Total Capital Costs (ERW)	<u>\$1,686,667</u>

Project Development Costs (ERW)

RFP Development/Evaluation	
Transmission Cluster Study	
PPA Development & Negotiation	
GIA Development & Negotiation	
Legal Costs	
Total Project Development Costs (ERW)	<u>\$ 414,998</u>

Total Capital and Project Development Costs (ERW) **\$2,101,665**

The above identified costs do not include development costs of the Crofton Hills Wind Project at Bloomfield. If the Crofton Hills Wind Project is not completed or does not go commercial, NPPD reserves the right to amend this Appendix D and include such additional developmental costs for the Crofton Hills Wind Project.

RESOLUTION 2008-349

WHEREAS, the City of Grand Island, the Nebraska Public Power District and other electric utilities have participated in the development of a wind energy project by Elkhorn Ridge Wind Energy, LLC (Elkhorn); and

WHEREAS, Nebraska Public Power District has entered into a Power Purchase Agreement with Elkhorn for the output of the project, and is re-marketing portions of that power to other electric utilities; and

WHEREAS, the parties desire to enter into a Power Sales Agreement to receive electric energy produced by the Elkhorn Ridge Wind Project according to the terms and conditions outlines in the Power Sales Agreement; and

WHEREAS, the Power Sales Agreement allows Grand Island to purchase power for \$50 per megawatt hour increasing 2.5% per year, which equates to an approximate cost of \$160,000 for the first year, increasing 2.5% per year thereafter; and

WHEREAS, the agreement is for twenty years; and

WHEREAS, the City Attorney's office has reviewed and approved the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Power Sales Agreement for Elkhorn Ridge Wind Project by and between the City of Grand Island and Nebraska Public Power District be, and hereby is, approved in accordance with the terms of the agreement.

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, December 16, 2008.

Margaret Hornady, Mayor

Attest:

Approved as to Form	☐ _____
December 12, 2008	☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 16, 2008

Council Session

Item G6

**#2008-350 - Approving Bid Award - Electric Department
Storeroom, Storage Facility, and Line Department Garage Facility
Fire Protection**

Staff Contact: Gary R. Mader; Wesley Nespor

Council Agenda Memo

From: Gary R. Mader, Utilities Director
Wesley Nespor, Asst. City Attorney/Purchasing

Meeting: December 16, 2008

Subject: Bid Award – Electric Dept. Storeroom, Storage Facility, and Line Department Garage Facility Fire Protection

Item #'s: G-6

Presenter(s): Gary R. Mader, Utilities Director

Background

The Electric Line, Underground and Stores Divisions occupy the north side of the 1100 block of West North Front Street. The area has been developed over time as the Department has grown, with additional property and buildings added over the last 50 years. Electric Department facilities now occupy the entire block, between Lincoln and Washington Streets. A map of the area is attached for reference. There are several million dollars worth of materials, equipment and vehicles stored there routinely, and most of the buildings there were constructed before fire sprinkler protection systems were the norm. Over the last several years, the Department has budgeted monies to install fire protection sprinkler systems in those areas not currently protected. Three buildings were included in this year's budget;

The Stores Warehouse building – was constructed over 60 years ago and was acquired by the Electric Department from the YMCA in the late '70's. Before the YMCA owned the building, it was used as a warehouse by a private company. While the walls and floors are of masonry construction, the roof is a wooden truss design with conventional tar and gravel cover.

The Line and Underground Garages – These buildings were constructed in the mid 60's specifically for use by the electric construction crews and are used primarily to store vehicles and equipment.

The other buildings on the site are of newer construction or were remodeled since original construction, and include the installation of fire protection sprinkler systems.

Discussion

Department staff developed specifications for an *Electric Department Storeroom, Storage Facility, and Line Department Garage Facility Fire Protection* contract. Staff worked closely with our insurance carrier, Factory Mutual, to ensure that the specifications meet all current standards for protection. The Specifications and Notice to Bidders were advertised in accordance with the City Purchasing Code and specifications were mailed to seven potential bidders. Bids were received and publicly opened on November 25, 2008. Bids were received from two qualified contractors as tabulated below.

Bidder	Bid Price
Bamford, Inc., Kearney, NE	\$159,750.00
Nebraska Fire Sprinkler, Alda, NE (Option)	\$107,900.00
Nebraska Fire Sprinkler, Alda NE, (Base Bid)	\$115,500.00

Bamford, Inc., took exception to the contractor's insurance requirement provisions included in the specifications. The contractor stated that an addition to the contract amount of \$7,500 to \$10,000 would be required for the contractor to provide the specified insurance coverage.

Nebraska Fire Sprinkler provided two contract options; 1) The Base Bid included fire sprinkler protection as specified, and 2) An option bid to delete the Underground Garage from the contract. The Base Bid including all buildings, as specified, is recommended for award. Also, the specifications indicated that the water supply for the warehouse facility sprinkler system would be from the 6" main in 4th Street. The contractor proposed supply from the 10" main in West North Front Street. This exception is acceptable.

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 award of the contract for *Electric Department Storeroom, Storage Facility and Line Department Garage Facility Fire Protection* to Nebraska Fire Sprinkler, of Alda, Nebraska, in the amount of \$115,500; such contract to include installation of fire protection sprinklers in all buildings as specified.

Sample Motion

Move to approve the award of the contract to Nebraska Fire Sprinkler.



Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Wes Nespor, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: November 25, 2008 at 11:00 a.m.

FOR: Fire Protection Electric Dept. Storeroom Division Storage Facility
And Electric Dept. Garage Area

DEPARTMENT: Utilities

ESTIMATE: \$150,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: October 15, 2008

NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder:	<u>Bamford, Inc.</u>	<u>Nebraska Fire Sprinkler</u>
	Kearney NE	Alda NE
Bid Security:	Universal Surety Company	Universal Surety Company
Exceptions:	Noted	Noted
Bid Price:		
Material:	\$65,147.00	\$42,466.00
Labor:	89,700.00	63,700.00
Sales Tax:	<u>4,903.00</u>	<u>1,734.00</u>
Total Base Bid:	\$159,750.00	\$107,900.00
Option:		<u>7,600.00</u>
Total Bid:		\$115,500.00

cc: Gary Mader, Utilities Director
Dale Shotkoski, City Attorney
Jeff Pederson, City Administrator
Gene Pesek, Utility Warehouse Supervisor

Bob Smith, Assist. Utilities Director
Wes Nespor, Purchasing Agent
Pat Gericke, Utilities Admin. Assist.

RESOLUTION 2008-350

WHEREAS, the City of Grand Island invited sealed bids for a fire protection system for the Electric Department Storeroom, Storage Facility, and Line Department Garage Facility, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on November 25, 2008, bids were received, opened and reviewed; and

WHEREAS, Nebraska Fire Sprinkler, of Alda, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$115,500; and

WHEREAS, Nebraska Fire Sprinkler's bid is less than the estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Nebraska Fire Sprinkler, of Alda, Nebraska, in the amount of \$115,500.00 for a fire protection system for the Electric Department Storeroom, Storage Facility and Line Department Garage Facility is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 16, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 16, 2008

Council Session

Item G7

#2008-351 - Approving Supplemental Agreement No. 1 for Time Extension for Safe Routes to School Program Funding for the Walk to Walnut Project

Staff Contact: Steven P. Riehle, City Engineer/Public Works Direc

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: December 16, 2008

Subject: Approving Supplemental Agreement Number 1 for Time Extension for Safe Routes to School Program Funding for the Walk to Walnut Project

Item #'s: G-7

Presenter(s): Steven P. Riehle, Public Works Director

Background

The City Council approved the program agreements with the Nebraska Department of Roads for Safe Routes to School Infrastructure and Non-Infrastructure Program Funding for the Walk to Walnut Project on August 28, 2007. The agreement provided for awarding a construction contract by December 31, 2008.

Discussion

Preliminary survey and design work began in June. Environmental reviews have pushed the project back. The supplement to the agreement will extend the schedule by specifying a construction contract be awarded by December 31, 2009.

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 Supplemental Agreement Number 1 for time extension for Safe Routes to School Program Funding for the Walk to Walnut Project.

Sample Motion

Move to approve Supplemental Agreement Number 1.

S U P P L E M E N T A L A G R E E M E N T N U M B E R 1

PROJECT NO. SRTS-40(57), STATE CONTROL NO. 42521
CITY OF GRAND ISLAND
STATE OF NEBRASKA, DEPARTMENT OF ROADS
GRAND ISLAND WALNUT MIDDLE SCHOOL PROJECT

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between the City of Grand Island, hereinafter referred to as the "City", and the State of Nebraska, Department of Roads, hereinafter referred to as the "State",

WITNESSETH:

WHEREAS, the parties hereto entered into an agreement executed by the City August 28, 2007, and by the State September 11, 2007, providing for the construction of Project No. SRTS-40(57), and

WHEREAS, it now becomes necessary that said agreement be supplemented to extend the deadline for securing a contract to construct the project.

NOW THEREFORE, in consideration of this fact, the parties hereto agree as follows:

SECTION 1. Both parties agree that all costs of this project shall be the sole responsibility of the City if the proposed project improvements are not under construction contract prior to December 31, 2009. This includes repayment to the State of Federal funds reimbursed for preliminary engineering costs and payment of all other expenses incurred as specified in Section 27 of the original program agreement.

SECTION 2. Except as specifically amended by this Supplemental Agreement, all terms and conditions of the agreement executed by the City August 28, 2007, and by the State September 11, 2007, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the _____ this ____ day of _____, 20____.

ATTEST: _____ City of Grand Island

City Clerk Mayor

EXECUTED by the State this ____ day of _____, 20____.

STATE OF NEBRASKA
DEPARTMENT OF ROADS

R. James Pearson

Safe Routes Nebraska Program Administrator

RESOLUTION 2008-351

WHEREAS, on August 28, 2007, by Resolution 2007-205, the City Council of the City of Grand Island approved the Program Agreement with the Nebraska Department of Roads for the Safe Routes to School Infrastructure and Non-Infrastructure Program funding for the Walk to Walnut Project; and

WHEREAS, the completion of such project has been delayed due to environmental reviews; and

WHEREAS, it is necessary to enter into a supplemental agreement with the Nebraska Department of Roads to extend the deadline to be under contract for construction to December 31, 2009; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Supplemental Agreement Number 1 with the Nebraska Department of Roads for the Safe Routes to School Program funding for the Walk to Walnut 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, December 16, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 12, 2008	☐ City Attorney



City of Grand Island

Tuesday, December 16, 2008

Council Session

Item G8

#2008-352 - Approving Designation of JWC Environmental as the Sole Source Provider for Rebuilding Muffin Monster Grinders at the Waste Water Treatment Plant

Staff Contact: Steve Riehle, City Engineer/Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: December 16, 2008

Subject: Approving Designation of JWC Environmental as the Sole Source Provider for Rebuilding Muffin Monster Grinders at the Waste Water Treatment Plant

Item #'s: G-8

Presenter(s): Steven P. Riehle, Public Works Director

Background

There are three (3) Muffin Monster Grinders at the Waste Water Treatment Plant. These grinders take sludge and grease from the primary clarifiers and grind them up so there is a homogenous mixture and these solids do not float to the top. This process makes the wastewater easier to treat as it is more consistent in nature, with less peaks and valleys.

It has been five (5) years since the last time these grinders had maintenance and they need rebuilt as a preventative maintenance item.

Discussion

JWC Environmental of Costa Mesa, California is the manufacturer of the grinders and is able to rebuild them at a cost of \$8,164.00 per unit, before a refund of the core deposit of \$1,000.00, for an ending cost of \$7,164.00 per unit. As the manufacturer, JWC Environmental is the only company that is able to perform the rebuilding work on the Muffin Monster Grinders. The total for repairing the three (3) units totals over \$20,000.00, therefore council approval is needed.

The Public Works Administration and Waste Water Management is requesting that JWC Environmental be designated as the sole source provider for repairs on the Muffin Monster Grinders. This would allow the Waste Water Treatment Plant to efficiently maintain the grinders.

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 pass a resolution designating JWC Environmental of Costa Mesa, California as the sole source provider for repairs to the Muffin Monster Grinders and authorize issuance of a purchase order to JWC Environmental of Cost Mesa, California.

Sample Motion

Move to approve the designation of JWC Environmental of Costa Mesa, California as the sole source provider for repairs to the Muffin Monster Grinders.

R E S O L U T I O N 2008-352

WHEREAS, the Waste Water Treatment Plant (WWTP) has three Muffin Monster Grinders;
and

WHEREAS, said grinders were installed in 1993; and

WHEREAS, the three Muffin Monster Grinders are in need of being rebuilt; and

WHEREAS, the City of Grand Island solicited informal bids, a copy of which is on file with the Waste Water Division of the Public Works Department; and

WHEREAS, on November 26, 2008 one bid was received from JWC Environmental of Costa Mesa, California in the amount of \$8,164.00 per unit before a refund of the core deposit of \$1,000.00 per unit;

WHEREAS, JWC Environmental of Costa Mesa, California is the manufacturer of the grinder;

WHEREAS, to streamline the process for repairs, it is requested JWC Environmental of Costa Mesa, California be designated as the sole source provider for such grinder replacement and repairs; and

WHEREAS, it is recommended that JWC Environmental of Costa Mesa, California be authorized to provide the rebuilding of the grinders in the amount of \$24,492.00 before a refund of the core deposit of \$3,000.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that JWC Environmental of Costa Mesa, California is hereby designated as the sole source provider for the grinder replacement and repairs for the Muffin Monster Grinders at the Waste Water Treatment Plant.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 16, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
December 12, 2008	<input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, December 16, 2008

Council Session

Item G9

**#2008-353 - Approving Installation of Stop Sign for Southbound
Traffic on Redwood Road at Driftwood Drive**

Staff Contact: Steven P. Riehle, City Engineer/Public Works Direc

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: December 16, 2008

Subject: Approving Installation of Stop Sign for Southbound Traffic on Redwood Road at Driftwood Drive

Item #'s: G-9

Presenter(s): Steven P. Riehle, Public Works Director

Background

Council action is required for the installation of stop signs.

Discussion

With the increased school traffic at the new Westridge Middle School and an anticipated increase in traffic volumes when the new Engleman Elementary School opens in January 2009 it is recommended a stop sign be installed for southbound traffic on Redwood Road at the Redwood Road & Driftwood Drive intersection. Traffic in this area has been studied by Public Works Engineering, the Streets Division Staff, and by the Police Department and all concur on the installation of the stop sign.

Alternatives

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

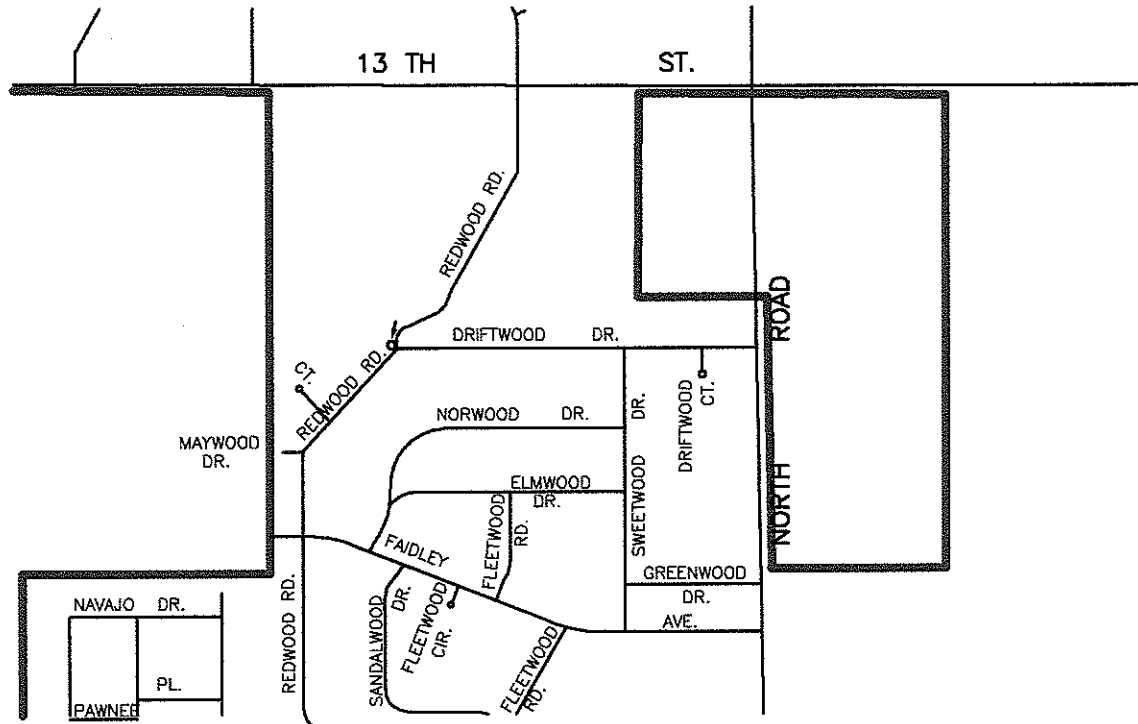
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

Public Works Administration recommends that the Council approve the installation of a stop sign for southbound traffic on Redwood Road at Driftwood Drive.

Sample Motion

Move to approve the stop sign installation.



STOP SIGN SOUTH BOUND REDWOOD
ROAD AT DRIFTWOOD DRIVE



RESOLUTION 2008-353

WHEREAS, the City Council, by authority of Section 22-27 of the Grand Island City Code, may by resolution regulate motor vehicle traffic upon the streets of the City of Grand Island ; and

WHEREAS, due to traffic concerns near Westridge Middle School and the new Engleman Elementary School a stop sign for southbound traffic on Redwood Road at Driftwood Drive is appropriate; and

WHEREAS, it is recommended that such installation of a stop sign be approved.

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

1. A stop sign be installed for southbound traffic on Redwood Road at the Redwood Road & Driftwood Drive intersection.
2. The City's Streets Division of the Public Works Department shall erect and maintain the signs necessary to effect the above regulation.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 16, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 16, 2008

Council Session

Item G10

#2008-354 - Approving Certificate of Final Completion for Partial Replacement of Sanitary Sewer District No. 16, Between 5th Street and 6th Street, from Wheeler Avenue to Locust Street

Staff Contact: Steven P. Riehle, City Engineer/Public Works Direc

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: December 16, 2008

Subject: Approving Certificate of Final Completion for Partial Replacement of Sanitary Sewer District No. 16, Between 5th Street and 6th Street, from Wheeler Avenue to Locust Street

Item #'s: G-10

Presenter(s): Steven P. Riehle, Public Works Director

Background

The Diamond Engineering Co. of Grand Island, Nebraska was awarded a \$37,470.00 contract on October 14, 2008. The contract was for the partial replacement of Sanitary Sewer District No. 16, between 5th Street and 6th Street, from Wheeler Avenue to Locust Street.

This partial replacement was necessary due to the deterioration of a section of the sanitary sewer line.

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 \$690.00 for a total cost of \$36,780.00.

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

Public Works Administration recommends that the Council approve the Certificate of Final Completion for Partial Replacement of Sanitary Sewer District No. 16, Between 5th Street and 6th Street, from Wheeler Avenue to Locust Street.

Sample Motion

Move to approve the Certificate of Final Completion for Partial Replacement of Sanitary Sewer District No. 16.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Partial Replacement of Sanitary Sewer District No. 16
Between 5th & 6th Street, from Wheeler Avenue to Locust Street
CITY OF GRAND ISLAND, NEBRASKA
December 16, 2008

TO THE MEMBERS OF THE COUNCIL
CITY OF GRAND ISLAND
GRAND ISLAND, NEBRASKA

This is to certify that Partial Replacement of Sanitary Sewer District No. 16, between 5th & 6th Street, from Wheeler Avenue to Locust Street, has been fully completed by The Diamond Engineering Co. of Grand Island, Nebraska under the contract dated October 27, 2008. 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.

Partial Replacement of Sanitary Sewer District No. 16

<u>No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Unit</u>	<u>Total Quantity</u>	<u>Total Cost</u>
1.	Remove 8" Sanitary Sewer	\$ 90.00	l.f.	17.00	\$1,530.00
2.	Replace 8" VCP Sanitary Sewer	\$ 160.00	l.f.	17.00	\$2,720.00
3.	Const. Fernco Coupling per Std Plan 133	\$ 410.00	ea.	2.00	\$820.00
4.	Furnish & Install 8" x 4" Tee & Connection to Existing Service Line	\$ 1,350.00	l.f.	1.00	\$1,350.00
5.	Furnish & Place Gravel Surfacing 1" Thick	\$ 60.00	c.y.	6.00	\$360.00
6.	Trench Shoring	\$30,000.00	ea.	1.00	\$30,000.00

Original Project Total					\$36,780.00

I hereby recommend that the Engineer's Certificate of Final Completion for Partial Replacement of Sanitary Sewer District No. 16, between 5th & 6th Street, from Wheeler Avenue to Locust Street be approved.

Steven P. Riehle – City Engineer/Public Works Director

Margaret Hornady – Mayor

RESOLUTION 2008-354

WHEREAS, the City Engineer/Public Works Director for the City of Grand Island has issued a Certificate of Completion for Partial Replacement of Sanitary Sewer District No. 16, between 5th & 6th Street, from Wheeler Avenue to Locust Street; 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; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Partial Replacement of Sanitary Sewer District No. 16, between 5th & 6th Street, from Wheeler Avenue to Locust Street, is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 16, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 16, 2008

Council Session

Item G11

#2008-355 - Approving State Bid Award for (1) 2009 1/2 Ton Chevrolet Silverado 1500 LT 4x4 Pickup for the Engineering Division of the Public Works Department

Staff Contact: Steve Riehle, City Engineer/Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: December 16, 2008

Subject: Approving State Bid Award for (1) 2009 1/2 Ton Chevrolet Silverado 1500 LT 4x4 Pickup for the Engineering Division of the Public Works Department

Item #'s: G-11

Presenter(s): Steven P. Riehle, Public Works Director

Background

The Engineering Division of the Public Works Department has been given permission by the Nebraska Department of Environmental Quality to purchase a vehicle with Storm Water Grant funds to support the City of Grand Island's Storm Water Management Plan.

Discussion

The vehicle specifications awarded under State of Nebraska Contract # 12310 OC meets all of the requirements for the Storm Water Management Plan vehicle. Husker Auto Group of Lincoln, Nebraska submitted a bid with no exceptions in the amount of \$21,358.00. The vehicle will be 100% paid for with grant funds and is an addition to the fleet.

This vehicle will be used to support the seven (7) Minimum Control Measures (MCM's) of the Grand Island Storm Water Management Plan.

1. Public Education and Outreach Program - Distribute educational material to Grand Island residents.
2. Public Involvement/Participation - Conduct the stormwater drain stenciling program.
3. Illicit Discharge Detection and Elimination - Inspect all stormwater outfalls and respond to public complaints.
4. Construction Site Stormwater Runoff Control - Support construction site inspection and enforcement program.

5. Post Construction Stormwater in New Development and Redevelopment - Support construction site inspection and enforcement program.
6. Pollution Prevention/Good Housekeeping for Municipal Operations - Evaluate street sweeping practices and develop pollution prevention program.
7. Wet Weather Monitoring - Conduct wet weather monitoring from stormwater outfalls throughout the stormwater drainage system year round.

There are sufficient funds for this purchase in Account No. 25111601-85213.

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 the State Bid Award to Husker Auto Group in the amount of \$21,358.00 for the 1/2 Ton Chevrolet Silverado 4x4 pickup for the Engineering Division of the Public Works Department.

Sample Motion

Move to approve the State Bid Award to Husker Auto Group in the amount of \$21,358.00 for the 1/2 Ton Chevrolet Silverado 4x4 pickup for the Engineering Division of the Public Works Department.

RESOLUTION 2008-355

WHEREAS, the Engineering Division of the Public Works Department for the City of Grand Island, has been authorized by the State of Nebraska to purchase a Storm Water vehicle in the 2008/2009 fiscal year using the Storm Water Grant Funds; and

WHEREAS, said vehicle, a ½ Ton Chevrolet Silverado 1500 LT 4x4, can be obtained from the State Contract holder; and

WHEREAS, purchasing the vehicle from the State Contract holder meets all statutory bidding requirements; and

WHEREAS, the funding for such vehicle is provided in the Storm Water Grant Funds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of a ½ Ton Chevrolet Silverado 1500 LT 4x4 in the amount of \$21,358.00 from the State Contract holder, Husker Auto Group of Lincoln, Nebraska, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 16, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 16, 2008

Council Session

Item G12

**#2008-356 - Approving Snow Removal Contract at the Law
Enforcement Center**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: December 16, 2008

Subject: Snow Removal Contract at the Law Enforcement Center

Item #'s: G-12

Presenter(s): Steven Lamken, Police Chief

Background

The police department sought bids in 2007 for snow removal at the Law Enforcement Center. We received one bid, which was accepted, from A1 Snow Removal. The contract was for one year with the option to renew left at the discretion of the City Council. The contract began on December 15th, 2007 and is scheduled to terminate one year from first service, which occurred on December 21st, 2007.

Discussion

Due to increasing operating costs, A1 Snow removal has requested a 5% increase in the contract payments. This increase is allowed by the terms of the original contract.

We are very satisfied with the service from A1 Snow Removal.

Alternatives

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

1. Move to approve
2. Request a new bid process.

Recommendation

City Administration recommends that the Council approve a renewal of the contract with A1 Snow removal for the period beginning December 21st, 2008 and terminating on December 20th, 2009.

Sample Motion

Move to approve the renewal of the contract for snow removal at the Law Enforcement Center with A-1 Snow Removal for a period beginning December 21, 2008 and ending December 20, 2009.

Contract Agreement

THIS AGREEMENT made and entered into this 29 day of November, 2007
by and between A-1 Snow Removal hereafter called the Contractor
and the **CITY OF GRAND ISLAND, NEBRASKA**, hereafter called the City.

WITNESSETH:

THAT WHEREAS, in accordance with the law, the City has caused documents to be prepared and an advertisement calling for bids to be published, for furnishing equipment and labor for snow removal operations at the Grand Island/Hall County Law Enforcement Center; and

WHEREAS, the City in the manner prescribed by the law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Contractor to be the lowest responsive bidder complying with Chapter 73, Revised Statutes of Nebraska and had duly awarded to said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, a copy thereof being attached to and made a part of this contract.

NOW, THEREFORE, in consideration of the compensation to be paid to the contractor and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the contractor shall (a) furnish all superintendence and services (b) provide and perform all necessary labor (c) provide the necessary equipment and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached Specifications of Work said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, and construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's proposal;

ARTICLE II. In consideration of the Contractor performing the provisions of this contract, the City agrees to pay for services as follows:

24 foot fold-up box blade -	\$300.00 per hour
Case loader with box blade	\$120.00 per hour
Trucking	\$ 40.00 per hour

payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. All labor equipment, materials, and supplies shall be furnished by the contractor.

ARTICLE IV. That the contract shall take effect upon December 15, 2007 and shall terminate one calendar year from the first day the Contractor provides services. The contract may be renewed by the City Council, in its sole discretion, for additional one year periods subject to the availability and appropriation of funds. Upon written request, the City may adjust contract payments on an annual basis not to exceed five percent of the total contract. Any such request must be submitted in writing before May 1 and any such increase will not be effective until the beginning of the next term.

ARTICLE V. The contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska.

ARTICLE VI. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability and to comply at all times with all applicable state and federal civil rights acts and executive orders of the President of the United States.

ARTICLE VII. City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE VIII. This contract may be cancelled in sixty days upon receipt of written notice of cancellation by either party.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

(Contractor)

By A-1 Snow Removal
Al J. Huns

Date 11-29-07

Title Owner

CITY OF GRAND ISLAND, NEBRASKA

By Margaret Hornsby

Date 12-4-07

Attest Rae Edwards
City Clerk

The contract is in due form according to law and hereby approved.

[Signature]
Attorney for the City

Date 11-30-07

SPECIFICATIONS/BID DOCUMENT FOR SNOW REMOVAL OPERATIONS

LAW ENFORCEMENT CENTER 1021 EAST U.S. HIGHWAY 30 GRAND ISLAND, NEBRASKA

SPECIFICATIONS

Bids must be submitted to the Office of the City Clerk no later than 11:15 a.m. on Thursday, November 15, 2007. Bids received after the above date and time will be returned unopened to the sender.

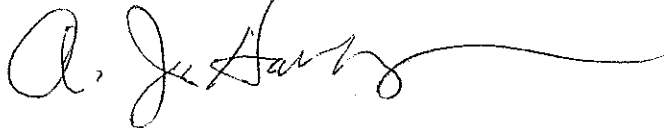
1. The Contractor agrees to furnish equipment and labor for snow removal operations (plow and other related work) as requested by the Police Department of the City. Equipment shall mean adequate snow removal equipment to clean the drives, parking lots and sidewalks of snow. Labor shall mean adequate personnel to operate the equipment on an on call basis, all days of the week to remove the snow upon notice. Specifically:
 - Contractor shall provide equipment and labor to remove snow from all drives and parking lots and pile snow in designated locations on the parking surface.
 - Contractor shall provide equipment and labor to remove snow to include the frontage sidewalk on U.S. Highway 30.
2. Because time is of the essence in snow removal operations, and the Law Enforcement Center provides essential public safety services, the Contractor shall be capable of mobilizing its labor and equipment to begin operations at the Center with two (2) hours notice by the City.
3. The Bid Price will be based on hourly cost of services per piece of equipment. Payment for services shall be based actual time worked. The contractor shall keep a log of time worked to include starting time and ending time when providing services. Payment shall be made at a regularly scheduled City Council Meeting after satisfactory completion of the work and acceptance by the City's Police Department.
4. A Police Department supervisor or manager will serve as the contact person for the Police Department in authorizing snow removal services and coordination of services between the contractor and the Police Department.
5. The Police Department shall provide access to secured parking areas and arrange for the moving of vehicles when necessary.
6. The Police Department shall coordinate with the contractor to designate locations where snow may be piled on the parking lots of the Center.
7. The Contractor covenants and agrees to comply with the provisions of Section 73-102 and 48-657, Revised Statutes of Nebraska, pertaining to "Fair Labor Standards" and "Unemployment Compensation Fund" of the State of Nebraska.
8. The Contractor agrees at all times to observe and comply with all national, state and local laws and ordinances and regulations and to save harmless the City, it's officers and

May 1, 2008

Chief Lamken,

Due to an increase in operating costs, I am requesting a 5% increase in the payments for snow removal as allowed by contract for the calendar year 2009.

A-1 Snow Removal

A handwritten signature in cursive script, appearing to read "A. J. Lantz", followed by a long horizontal flourish.

R E S O L U T I O N 2008-356

WHEREAS, the City of Grand Island invited sealed bids for Snow Removal Services, according to specifications on file in the office of the Police Department; and

WHEREAS, on November 15, 2007, one bid was received, opened and reviewed; and

WHEREAS, A-1 Snow Removal of Grand Island, Nebraska, submitted the only bid in accordance with terms of the advertisement of the specifications and all other statutory requirements contained therein, such bid being as follows:

	Cost Per Hour
24' Foldup Box Blade	\$300.00 per hour
Case Loader w/ Box Blade	\$120.00 per hour
Trucking if Needed	\$ 40.00 per load

WHEREAS, A1 Snow Removal has requested a 5% fee increase to the aforementioned fee schedule as allowed within the contract for the renewal period to cover December 21, 2008 to December 20, 2009, and

WHEREAS, the police department is satisfied with the past service by A1 Snow Removal and both parties wish to continue the contract under these terms.

	Cost Per Hour
24' Foldup Box Blade	\$315.00 per hour
Case Loader w/ Box Blade	\$126.00 per hour
Trucking if Needed	\$ 42.00 per load

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, THAT THE BID OF A-1 Snow Removal of Grand Island, Nebraska for snow removal services in the amounts identified above is hereby approved as the lowest responsible bid submitted.

BE IT FURTHER RESOLVED that a contract between the City and such contractor for such snow removal services is entered into, and the Mayor is hereby authorized and directed to execute such contract on behalf of the City of Grand Island.

Adopted by the City Council of the City of Grand Island, Nebraska, December 16, 2008.

Margaret Hornady, Mayor

Attest:

Approved as to Form <input type="checkbox"/> _____ December 12, 2008 <input type="checkbox"/> City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 16, 2008

Council Session

Item G13

**#2008-357 - Approving Police Service Contract with Hall County
Housing Authority**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: December 16, 2008

Subject: Police Service Contract with Hall County Housing Authority

Item #'s: G-13

Presenter(s): Steven Lamken, Police Chief

Background

The police department has contracted with the Hall County Housing Authority for police services for several years. This is a request to renew the service contract.

Discussion

The Hall County Housing Authority requested a two year agreement for the period ending December 12th, 2010. This clause was added as well as a 30 day termination notice allowed by either party.

The remuneration from the housing authority is significant enough for us to continue offering police services. The addition of this officer to police public housing areas is a force multiplier for the department and has been an effective means to offer the additional police service.

Alternatives

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

1. Move to approve
2. Terminate our contract with the Hall County Housing Authority
3. Refer the issue to a Committee
4. Postpone the issue to future date

Recommendation

City Administration recommends that the Council Approve a two year police service agreement with the Hall County Housing Authority.

Sample Motion

Move to approve a two year contract for police services with the Hall County Housing Authority.

POLICE SERVICE CONTRACT

This contract made and entered into this 12th day of December, 2008, by and between the Hall County Housing Authority (hereinafter called HCHA) and the City of Grand Island (hereinafter call "City") is for the provision of specific police services associated with the Hall County Housing Authority's security programs.

WHEREAS the HCHA desires to contract with the City for additional police services to create a drug- and crime-free environment and to provide for the safety and protection of the residents in its public housing developments; and

WHEREAS, the City, by and through its police department, desires to assist in the effort by providing effective police services at all HCHA locations;

NOW, THEREFORE, the HCHA and the City agree as follows:

ARTICLE I Scope of Services

SECTION ONE: SERVICES PROVIDED BY THE CITY

The City agrees that the services rendered under this Contract are in addition to baseline police services. The City agrees that it will not reduce its current level of police services to the public housing developments, particularly in the areas of community policing, patrol, criminal investigations, records, dispatch and special operations.

The duties and extent of services of the City shall include, but not be limited to:

- A. The City, by and through its police department, will provide 1 full time police officer (Assigned Personnel) to perform specialized patrols to enforce all state and local laws and the HCHA Rules specified in the contract. Sworn officers shall at all times remain part of, subject to and in direct relationship with the police department's chain of command and under police department rules, regulations and standard operating procedures.
- B. The City agrees to collect and provide workload data in public housing developments.
- C. The Assigned Personnel will appear as witness in the Authority's administrative grievance procedure, civil dispossessory hearings, or other civil or court proceedings where the issue includes criminal or quasi-criminal conduct in or near public housing developments involving any resident, member of a resident's household, or guest or guests of a resident or household member, as required.
- D. The City agrees that a policy manual exists to regulate police officers' conduct and activities; all police officers have been provided a copy of the policy manual; the department certifies that each officer has received and understands the contents of

the manual; and personnel have been trained on the regulations and orders within the manual.

- E. The City agrees it will provide such basic equipment as may be necessary and reasonable in order to allow the police officers to carry out the duties anticipated under this contract.
- F. The Assigned Personnel will also provide drug / safety awareness training to residents and employees upon request.
- G. The City will at all times provide supervision, control and direction of work activities and assignments of police personnel, including disciplinary actions. It is expressly understood that the police department shall be responsible for the compensation of the officers, their property, or the City's property while HCHA's property.
- H. The Assigned Personnel will meet with HCHA management at least weekly to share information, discuss scheduling and provide / receive instruction regarding priorities.
- I. The Assigned Personnel will make every attempt to socialize with HCHA residents, to disseminate useful information gathered from their discussions and follow up on any leads that may have surfaced with their interaction with HCHA residents. This information will also be forwarded to HCHA management.
- J. The Assigned Personnel will work a varied hourly and daily schedule as allowed in the union contract executed between labor and the City. The Assigned Personnel will be as flexible as possible regarding scheduling and attempt to schedule around the needs of HCHA management.

SECTION TWO: SERVICES PROVIDED BY THE HCHA

- A. The HCHA shall provide the Assigned Personnel with information regarding suspicious activity, potential problems, preferred patrolling areas and discretionary tenant information (not confidential information).
- B. The HCHA will provide an orientation to the Assigned Personnel including a tour of the patrol area, basic training on security tapes / cameras, issue keys to buildings, offices, and maintenance areas, and introduce the Assigned Personnel to staff members and residents. HCHA management will also provide training and copies of HCHA rules and regulations to the Assigned Personnel.
- C. The Authority will provide the City with a Public Housing Police Activity Form(s) for the Assigned Personnel to complete. These forms are not to replace police reports utilized by the City.
- D. The Authority shall reserve the right to reasonably request the police department to reassign the Assigned Personnel.

ARTICLE II
Enforcement of Rules & Regulations

- A. The City, through its Assigned Personnel, is hereby empowered to enforce the following HCHA rules and regulations :
1. Removal of unauthorized visitors in unoccupied structures of the HCHA.
 2. Removal of unauthorized visitors creating disturbances or otherwise interfering with the peaceful enjoyment of lessees on HCHA property.
 3. Removal of unauthorized visitors destroying, defacing or removing HCHA property.
- B. The City, through its Assigned Personnel, is hereby empowered to enforce the following HCHA rule and regulation:
- Any vehicle that is not parked appropriately (in a handicapped parking place, etc.) or is inoperable (no plates, expired plates, no tires, etc.) will be issued a parking violation notice with the incident reported to HCHA management as soon as possible. Notices will be given to the Assigned Personnel by HCHA management.
- C. Nothing herein contained shall be construed as permitting or authorizing Assigned Personnel to use any method or to act in any manner in violation of law or of their sworn obligation as police officers

ARTICLE III
Communications, Reporting & Evaluation

- A. Communications
1. Access to Information
- The City agrees that HCHA will have unrestricted access to all public information, which in any way deals with criminal activity in any of the HCHA's communities. It is further agreed that the Grand Island Police Department will provide to the HCHA copies of such incident reports, arrest reports or other public documents which document or substantiate actual or potential criminal activity in or connected with the public housing developments. This information will be provided at no cost by the Grand Island Police Department on a regular basis in accordance with specific procedures that have been or will be established.
- B. Reporting
1. Forms

The Grand Island Police Department will require all Assigned Personnel to complete a log provided by the HCHA. This report will include, but not be limited to, data as follows:

- a. Hours worked: foot, bicycle, motorized, other
 - b. Calls / request for service
 - c. Suspicious persons – name and description
 - d. Vehicles abandoned / towed / stolen
 - e. Drug paraphernalia confiscated / found
 - f. Arrests / citations of both residents and outsiders
 - g. Property recovered / stolen
 - h. Counseling of residents and visitors
 - i. Broken lights / sidewalks
 - j. Graffiti
 - k. Conflict resolution; e.g., resolved apparent or actual conflict between two or more people
 - l. Vehicle license number of suspicious persons
 - m. Weapons violations / seized
2. Director Notification

The police department will relay to the Executive Director or his/her designee information related to any major crime or incident that occurs on HCHA property as soon as possible.

- C. HCHA and the City shall meet to evaluate the program effectiveness every 3 months.

ARTICLE IV Term of Contract

- A. The term of this contract shall be for two (2) years beginning on December 13, 2008.
- B. This contract may be cancelled in 30 days upon receipt of written notice of cancellation by either party.

ARTICLE V Compensation to the City

- A. All compensation to the City will be made on a cost reimbursement basis. The HCHA will reimburse the City for services specified in this Contract in a total amount of \$94,000.00 for December 13, 2008 – December 12, 2010.
- B. The HCHA shall reimburse the City on a quarterly basis, upon receipt of performance of the proposed services and evidence of authorized expenditures.
- C. The City shall provide the following documentation upon request:

1. Copies of Certified Payroll Time Reports documenting hours worked in public housing developments and supervisory approval of the report.
- D. All requests for reimbursement are subject to the approval of the Executive Director, or that official's designee, and the HCHA shall thereafter make payment of the approved amount within thirty days of receipt of the request for reimbursement.

ARTICLE VI Notices

Any notices required pursuant to the terms of this Contract shall be sent by United States Certified mail to the principal place of business of each of the parties hereto, as specified below:

HCHA: 911 Baumann Drive
Grand Island, NE 68803

Grand Island Police Department: 131 South Locust Street
Grand Island, NE 68801

ARTICLE VII Liability Coverage

Each party agrees to maintain public liability coverage of not less than \$1,000,000 per occurrence.

ARTICLE VIII Construction of Laws

The Law of the State of Nebraska shall govern the interpretation of this Contract.

EXECUTED BY:

MAYOR – CITY OF GRAND ISLAND

EXECUTIVE DIRECTOR – HALL COUNTY HOUSING AUTHORITY

RESOLUTION 2008-357

WHEREAS, on December 19, 2000, by Resolution 2000-397, the City of Grand Island approved a Police Services Contract between the City and the Hall County Housing Authority to provide specific police services associated with the Hall County Housing Authority's security programs; and

WHEREAS, the City and the Hall County Housing Authority are interested in continuing the provision of such police services; and

WHEREAS, it is recommended that a new contract be entered into for such services to cover a two-year period which will end on December 12, 2010; and

WHEREAS, the Hall County Housing Authority agrees to pay \$94,000 to the City of Grand Island to provide such police service until December 12, 2010.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Police Service Contract between the City and the Hall County Housing Authority to provide specific police services associated with the Hall County Housing Authority's security programs is hereby approved; and the Mayor is hereby authorized and directed to execute such contract on behalf of the City of Grand Island.

Adopted by the City Council of the City of Grand Island, Nebraska, December 16, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 16, 2008

Council Session

Item G14

#2008-358 - Approving Bid Award for (1) ATSC Encoding System

Staff Contact: Jeremy Watson

Council Agenda Memo

From: Jeremy Watson, Audio\Video Technician

Council Meeting: December 16, 2008

Subject: Award Bid for ATSC Encoding System

Item #'s: G-14

Presenter(s): Wendy Meyer-Jerke, Public Information Officer
Jeremy Watson, Audio\Video Technician

Background

Grand Island Television has been operational since 1994. For the last fourteen years, UHF Channel 56 has been broadcast over-the-air to viewers without cable television using an analog signal. During this time, the transmitter has undergone several repairs with a continuing degradation of signal strength and broadcast quality. In August, GITV purchased a 500 watt analog transmitter with full digital upgrade capability.

The implementation of a new transmitter with the ATSC encoding system will serve to replace our existing analog unit, restore the signal, and become digitally compliant by the end of March 2009. This contract will provide a highly qualified team of transmitter technicians to serve as GITV's technical representatives in installation, training, and maintenance. The bid price also includes, travel, installation, and freight.

Discussion

Technical representation was issued for bid and a response was received from the following bidder:

<u>Bidder</u>	<u>Bid Price</u>
LARCAN USA	\$39,150.00

Department Staff reviewed the bid for compliance with the City's specifications. The bid from LARCAN USA is compliant with those specifications. Funds have been budgeted for this project under line item 100445601-85615.

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 a later date.
4. Take no action.

Recommendation

City Administration recommends that the bid from LARCAN USA be accepted and expenditure of funds authorized by resolution.

Sample Motion

Move to accept the bid from LARCAN USA and authorize expenditure of funds by resolution.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Wes Nespor, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: December 8, 2008 at 11:00 a.m.

FOR: (1) ATSC Encoding System

DEPARTMENT: GITV

ESTIMATE: \$40,000.00

FUND/ACCOUNT: 10055601-85651

PUBLICATION DATE: November 26, 2008

NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder: Larcon - USA
Lafayette CO

Bid Security: \$1,958.00

Exceptions: None

Bid Price: \$39,150.00

cc: Jeremy Watson, Audio/Visual Technician
Dale Shotkoski, City Attorney
Jeff Pederson, City Administrator

Wendy Meyer-Jerke, PIO
Wes Nespor, Purchasing Agent

P1303

RESOLUTION 2008-358

WHEREAS, the City of Grand Island invited sealed bids for a ATSC Encoding System for Grand Island Television, according to plans and specifications on file with the City Clerk; and

WHEREAS, the transmitter with ATSC encoding system will serve to replace the analog unit, restore the signal, and become digitally compliant;

WHEREAS, on December 8, 2008, bids were received, opened and reviewed; and

WHEREAS, LARCAN USA, of Lafayette, Colorado, 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 \$39,150; and

WHEREAS, the bid of \$39,150 is under the estimate of \$40,000 by \$850.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of LARCAN USA in the amount of \$39,150 for ATSC Encoding System with travel, installation, and freight is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 16, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 16, 2008

Council Session

Item G15

#2008-359 - Approving Amendment to Agreement for the Design of Anaerobic Digestion System at the Waste Water Treatment Plant

Staff Contact: Steve Riehle, City Engineer/Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: December 16, 2008

Subject: Approving Amendment Number 1 to the Professional Services Agreement for the Design of an Anaerobic Digestion System at the Waste Water Treatment Plant

Item #'s: G-15

Presenter(s): Steven P. Riehle, Public Works Director

Background

The JBS (Formerly JBS Swift & Company) packing plant in Grand Island is operating under an emergency order from the Nebraska Department of Environmental Quality (NDEQ) for discharge limits to the Grand Island Waste Water Treatment Plant. A capacity analysis of WWTP was completed on November 18th. Negotiations for a pre-treatment permit with JBS are underway. A comprehensive waste water facilities plan for the collection system and WWTP is being conducted by the consulting engineering firm CH2MHill.

On August 26, 2008, by Resolution No. 2008-228, the City Council approved an agreement with the consulting engineering firm, Black & Veatch of Kansas City, Missouri with Olsson Associates of Grand Island as a sub-consultant. The agreement is for the professional services associated with the design of an anaerobic digestion system, including public awareness and a cost of services study.

A full cost of service study is vital at this time to ensure that the different sanitary sewer customers are paying their proportionate share of the expenses to own, operate, maintain and expand the sanitary sewer collection system and the WWTP. The capacity analysis, comprehensive waste water

facilities plan, and a full cost of service study will be a critical requirement and will provide the City with necessary credibility in the negotiations with JBS.

1. The cost of service study in the original agreement was limited to costs associated with the digester project. A complete cost of service study will reflect the costs for the entire treatment plant as well as the collection system.

Discussions were held with 3 possible firms (Black & Veatch, CH2MHill and Kirkham Michael) to conduct the cost of service study. The Black & Veatch quote of \$19,700 for the cost of service study was the low quote. Since Black & Veatch is already performing cost of service work as part of the scope of the services for the anaerobic digestion system, it is desirable to have the work be performed as an amendment to the agreement, rather than a separate purchase order.

2. The schedule in the original agreement provided for a council presentation in November 2008 to select a digester alternative. The council presentation in the schedule is being postponed to March of 2009.

The original schedule called for the engineer to make a presentation to the city council in November 2008 and receive direction on a digester sizing alternative. Since the capacity analysis was just recently completed, the comprehensive waste water facilities plan is still pending, and negotiations with JBS are still underway, the presentation is being postponed to March 2009. Postponing the presentation will push the completion of the consultants design work on the digester project into 2010, thereby increasing the consultant's cost to complete the work by \$16,000. The increase is under 1.8% of the original contract agreement cost.

Discussion

City staff has negotiated Amendment Number 1 with Black & Veatch modifying the scope of the original contract tasks with appropriation of additional funds.

The engineering firm Black & Veatch of Kansas City, Missouri is in the business of providing such professional consulting engineering services, and is willing to perform the outlined services in Amendment Number 1. The fee for such professional consulting engineering services is considered fair and reasonable with work to be performed on an actual costs basis with a maximum dollar amount. If any of the work such as changes to chapter 30 of the city code is performed by city staff, the city will not be billed for the work.

Amendment number 1 provides the following services:

1. The scope shall include basic elements covering revenue requirements development, financial planning, cost of service analysis, and rate design for the entire plant and collection system.
2. The scope shall add extended days to the contract to move the evaluate digester sizing criteria options presentation to the council from November 2008 to March of 2009.

The cost of the amendment to the agreement is \$19,700 for the full cost of service study plus \$16,000 for extending the schedule for a total amendment cost of \$35,700.

Alternative Motions

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

1. Move to approve Amendment Number 1 and authorize the mayor to sign the amendment to the agreement.
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 the amendment to the agreement with Black & Veatch of Kansas City, Missouri

to include a full cost of service study as well as modifications to the project schedule.

Cost of Services Study

The Public Works Administration does not recommend referring, postponing or taking no action on the cost of services study. Proceeding through negotiations with only the existing rate structure to base negotiations upon is not recommended. A full cost of services study will be an integral component of negotiations with JBS.

Extension to the Contract Schedule

The Public Works Administration does not recommend referring, postponing or taking no action on the contract schedule change and resulting increase in costs for the digester design. The design project is delayed by the capacity analysis, cost of service study and negotiations with JBS.

Sample Motion

Move to approve the amendment with Black & Veatch of Kansas City, Missouri.

RESOLUTION 2008-359

WHEREAS, on August 26, 2008, by Resolution Number 2008-228, the City Council of the City of Grand Island approved and agreement with the consulting engineering firm, Black & Veatch of Kansas City, Missouri for the professional services associated to the design of an anaerobic digestion system, public awareness and cost of services; and

WHEREAS, city staff has negotiated Amendment Number 1 with the consulting engineering firm, Black & Veatch of Kansas City, Missouri modifying the scope of the original contract with appropriation of additional funds; and

WHEREAS, consulting engineering firm Black & Veatch of Kansas City, Missouri is in the business of providing such professional consulting engineering services, and is willing to perform the outlined services in Amendment Number 1; and

WHEREAS, it has been determined that it is in the best interest of the City of Grand Island to enter into Amendment Number 1 with the consulting engineering firm Black & Veatch of Kansas City, Missouri; and

WHEREAS, the negotiated Amendment Number 1, and the fee for such professional consulting engineering services is considered fair and reasonable; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the amendment with the consulting engineering firm, Black & Veatch of Kansas City, Missouri, is hereby approved; and

BE IT FURTHER RESOLVED, that such fee to professional service for Amendment No. 1, shall add to the original fee in the amount of \$35,700.00; and

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 16, 2008.

Margaret Hornady, Mayor

Attest:

Approved as to Form	☐ _____
December 12, 2008	☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 16, 2008

Council Session

Item G16

**#2008-360 - Approving Adoption of Alternate 457 Deferred
Compensation Plans**

Staff Contact: David Springer

Council Agenda Memo

From: Dave Springer, Finance Director

Meeting: December 16, 2008

Subject: Adoption of Alternate 457 Deferred Compensation Plans

Item #'s: G-16

Presenter(s): Dave Springer, Finance Director

Background

The City has sponsored a deferred compensation plan since 1993, as established by Code 457 of the 1986 Internal Revenue Code. This is an optional plan city employees may elect, in addition to the mandatory 401(a) deferred compensation plan into which employees contribute 6% which the City matches. There is no city match to the 457 plan, and internal cost are minor, the setting up of an individual's account and the remittance to the provider after each payroll. The City has utilized ICMA Retirement Corporation in Washington, D.C. since 1993.

Discussion

The bulk of the City's 401k is managed by UNIFI (Ameritas) in Lincoln and the Police and Fire Department employees elected three years ago to move their 401k to Wells Fargo, managed locally. Both these firms, as well as Security Benefits in Topeka, Kansas, who provide our Healthcare Reimbursement Account, manage 457 plans. The past few years there have been numerous inquires from employees if it would be possible to have both their 401k and 457 plans with the same firm. There is no real reason not to give them a choice and no out-of-pocket cost to the City, thus, we would ask council to approve allowing those firms currently providing employee savings plans to city employees, to also be allowed to provide 457 deferred compensations plans, that election to be each employee's choice.

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 approval to allow current employee savings plan providers to offer 457 plans also.

Sample Motion

Move to allow UNIFI (Ameritas), Security Benefits, and Wells Fargo companies to offer 457 deferred compensation plans to city employees, in addition to ICMA.

RESOLUTION 2008-360

WHEREAS, the Grand Island City Council, pursuant to its authority to adopt employee benefit programs, wishes to adopt plan documents to make the benefits of the UNIFI (Ameritas) Company, Security Benefit Company, and Wells Fargo Company Deferred Compensation Plans available to it's Employees (the "Plans"); and

WHEREAS, the Council wishes to take any action necessary to adopt such trust accounts, annuity contracts or custodial accounts as are necessary to establish funding vehicles with these firms affiliates for the Plan, to receive and invest contributions in such investment options as are selected by Employees participating in the Plan; and

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

The form of the plan documents for these firm's 457 Deferred Compensation Plans are hereby approved and adopted for the benefit of Employees of the Employer; and

FURTHER RESOLVED, that pursuant to the Plans, The Council further establishes funding accounts with these firms for receipt of the investment contributions made under the Plans, as directed by participating Employees; and

FINALLY RESOLVED, that the City Finance Director in coordination with the Human Resources Department, is hereby authorized and directed to execute the plan documents for these Plans in substantially the form presented to this council, to communicate the terms of these Plans to Employees, to designate Employees as eligible for participation in these Plans in accordance with terms of the Plans, to enter into agreements with the Plans participants for participation, including Salary Reduction Agreements, and to take such further actions as may be necessary and appropriate to implement these Plans and effectuate the terms and intent of these resolutions.

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Adopted by the City Council of the City of Grand Island, Nebraska, December 16, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 12, 2008	☐ City Attorney



City of Grand Island

Tuesday, December 16, 2008

Council Session

Item J1

Approving Payment of Claims for the Period of December 3, 2008 through December 16, 2008

*The Claims for the period of December 3, 2008 through December 16, 2008 for a total
amount of \$3,907,239.10. A MOTION is in order.*

Staff Contact: David Springer