
City of Grand Island



Tuesday, March 24, 2015
Council Session Packet

City Council:

Linna Dee Donaldson
Michelle Fitzke
Chuck Haase
Julie Hehnke
Jeremy Jones
Vaughn Minton
Mitchell Nickerson
Mike Paulick
Roger Steele
Mark Stelk

Mayor:

Jeremy L. Jensen

City Administrator:

Marlan Ferguson

City Clerk:

RaNae Edwards

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

Call to Order

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

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

Invocation - Pastor Michael Reiners, Pease Lutheran Church, 1710 N. North Road

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, March 24, 2015

Council Session

Item C-1

Recognition of Robert Holmes, Computer Programmer with the Finance Department for 45 Years of Service with the City of Grand Island

The Mayor and City Council will recognize Robert Holmes, Computer Programmer with the Finance Department for 45 years of service with the City of Grand Island. Mr. Holmes was hired on March 9, 1970 as an Accountant. He was promoted to Business Manager on December 1, 1972, then to Data Processing Operations Manager on July, 14, 1980, and to Director of Data Processing on August 1, 1990. He was reclassified to his current position of Computer Programmer-AS400 on October 6, 2003. We congratulate Mr. Holmes on his dedicated service to the City for the past 45 years.

Staff Contact: Mayor Jeremy Jensen

Forty-five Year Service Award

WE HEREBY EXPRESS OUR SINCERE APPRECIATION TO

ROBERT HOLMES

For your Loyalty, Diligence, and Dedicated Service During Your Tenure With



Walter Coy

Department Director

Samuel J. Jorgensen

Mayor

3/10/15

Date

2/20/15

Date



City of Grand Island

Tuesday, March 24, 2015

Council Session

Item E-1

Public Hearing on Request to Rezone Property Located at 3721 West Capital Avenue from RD Residential Development and R1 Suburban Residential to RD Residential Development (SB Communities, LLC)

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: March 24, 2015

Subject: To Rezone Properties from RD Residential Development Zone & R1 Suburban Residential Zone to RD Residential Zone

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

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

Background

An application has been made to rezone 15.10 acres south of Capital Avenue and west of the Moore's Creek Drainway from RD Residential Office and R1 Suburban Density Residential to RD Residential Development Zone. The developers have built five 30 unit three story apartment buildings on the east end of the site and have approval to build an additional five 30 unit buildings but would like to change the plan to add additional property to the west side of the development and change the configuration to one 60 unit building (actually this is 2 of the 30 unit buildings with an elevator in between sides of the building) and eight 10 unit apartment buildings along with 2 detached garage units with 6 and 9 spaces respectively. A club house and pool area was built with the first phase that will be accessible to the residents in these new units.

Discussion

At the regular meeting of the Regional Planning Commission, held March 4, 2015 the above item was considered following a public hearing.

O'Neill opened the Public Hearing.

Nabity explained the rezone request. The request is to reduce the number of units but to also increasing the number of buildings. To make this work they did have to acquire additional property.

O'Neill closed the Public Hearing.

A motion was made by Haskins and to approve the rezone. Motion was seconded by Bredthauer to approve the Rezone from RD Residential

Office and R1 Suburban Density Residential to RD Residential
Development Zone

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

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

Alternatives

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

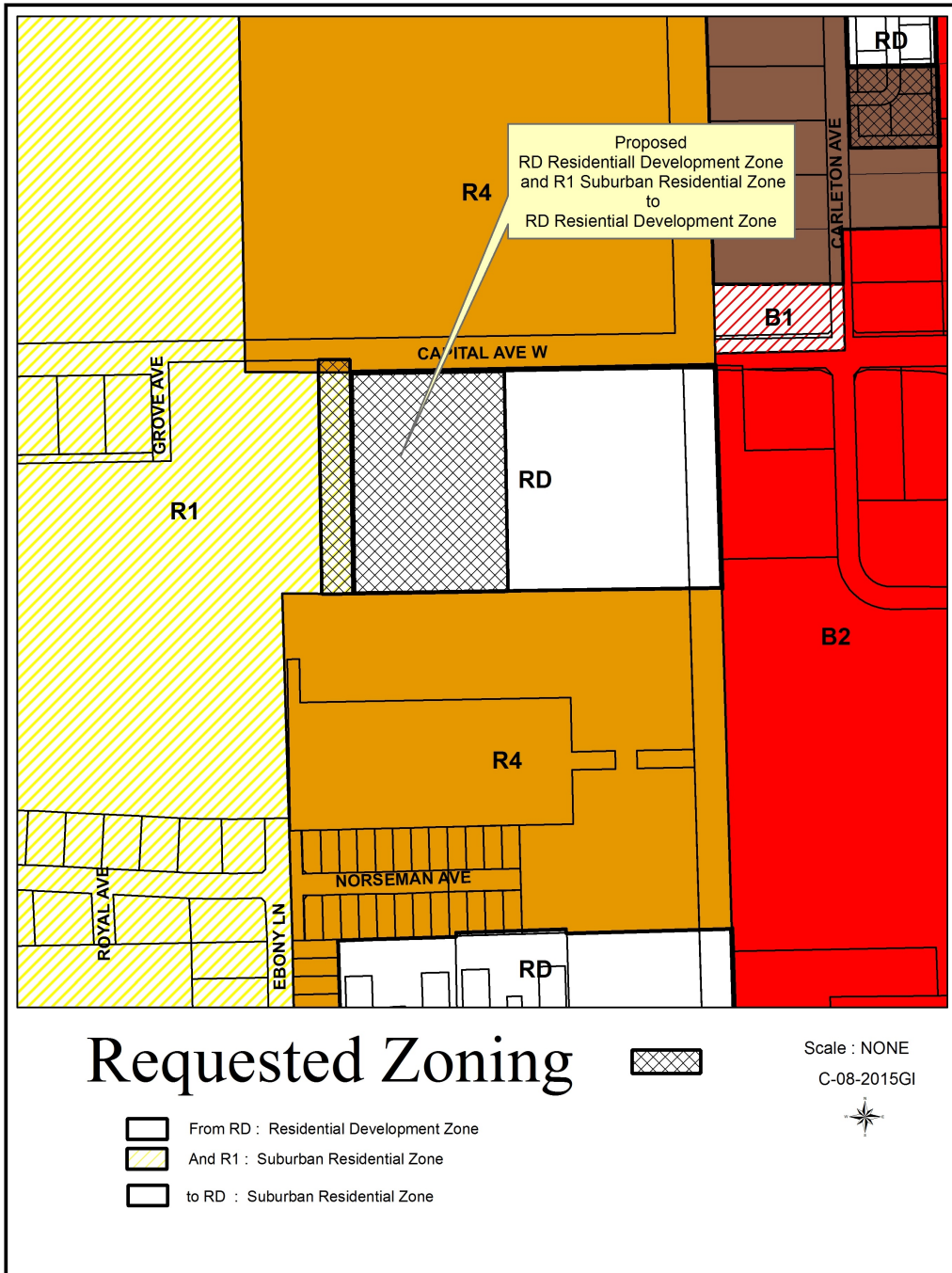
1. Approve the rezoning request as presented
2. Modify the rezoning request to meet the wishes of the Council
3. Postpone the issue

Recommendation

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

Sample Motion

Move to approve the ordinance and development plan as presented.





City of Grand Island

Tuesday, March 24, 2015

Council Session

Item E-2

Public Hearing on Request to Rezone Property Located North of State Street and East of US Highway 281 from CD Commercial Development to Amended CD Commercial Development (EIG Grand Island, LLC)

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: March 24, 2015

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

Item #'s: E-2 & F-4

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

Background

A request to change zoning for property described as Lot 1 Grand Island Mall 16th, also known as 3416, 3420, 3430 and 3436 W State Street, Grand Island NE, from CD Commercial Development to Amended CD Commercial Development Zone.

This proposed development would allow 1 additional building at the south end of lot 2 just east of the driveway. No new access drives are being requested or would be approved with this plan. The CD Zone allows for up to 30% of the property to be covered with buildings. The proposed coverage within this development at full development as shown is under 24%, well below the maximum coverage.

Discussion

At the regular meeting of the Regional Planning Commission, held March 4, 2015 the above item was considered following a public hearing.

O'Neill opened the Public Hearing.

Naby explained the rezone request and noted this was consistent with the comprehensive plan.

O'Neill closed the Public Hearing.

A motion was made by Bredthauer and to approve the rezone. Motion was seconded by Heckman to approve the Rezone from CD – Commercial Redevelopment Zone to Amended CD – Commercial Redevelopment Zone.

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

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

Alternatives

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

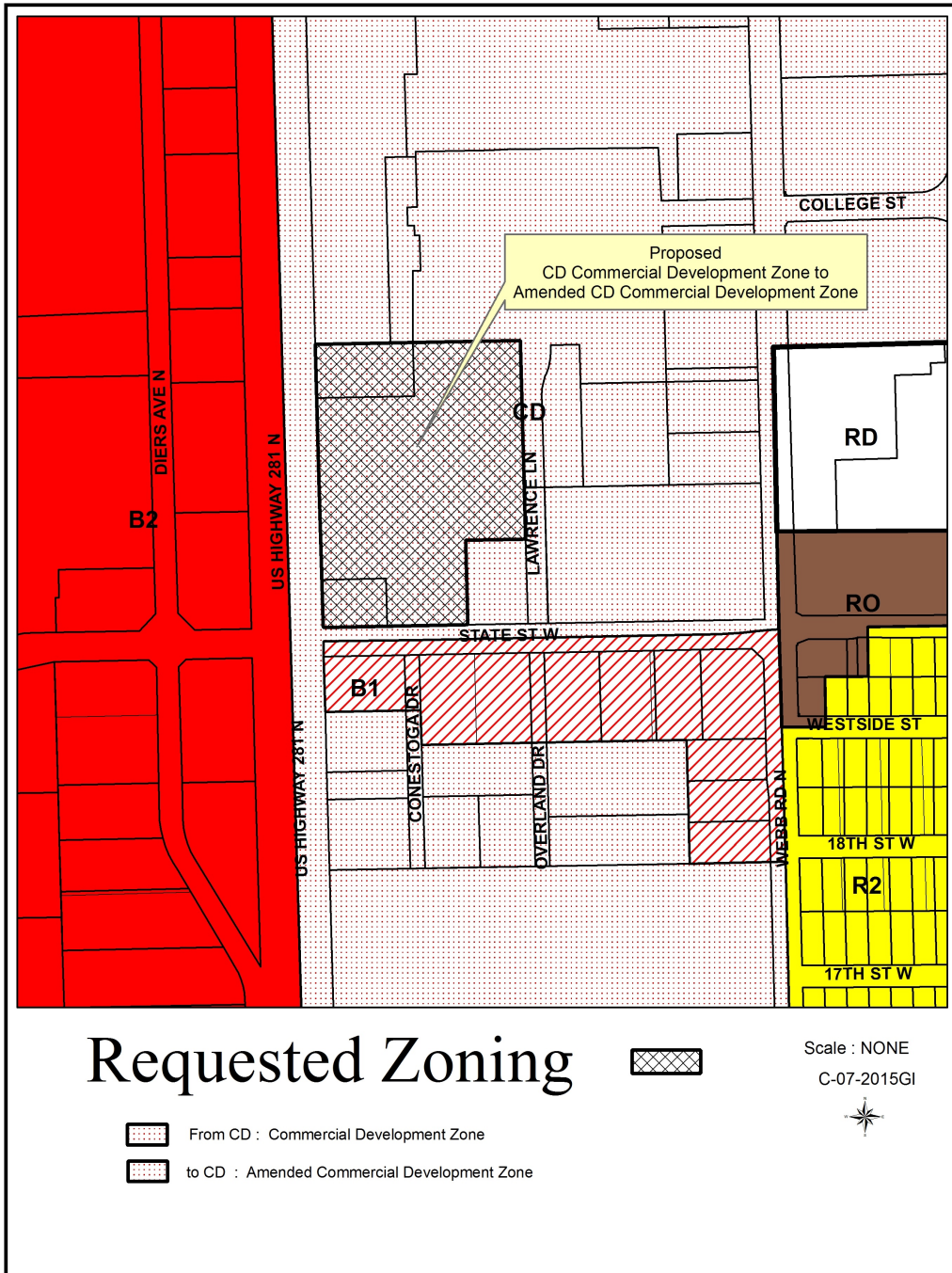
1. Approve the rezoning request as presented
2. Modify the rezoning request to meet the wishes of the Council
3. Postpone the issue

Recommendation

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

Sample Motion

Move to approve the ordinance and development plan as presented.





City of Grand Island

Tuesday, March 24, 2015

Council Session

Item E-3

**Public Hearing on Amendment to the Redevelopment Plan for
CRA Area 2 for Site Specific Redevelopment Plan Located at 1616
S. Eddy Street**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP
Meeting: March 24, 2014
Subject: Amendment to Redevelopment Plan for CRA Area #2
Item #'s: E-3 & I-2
Presenter(s): Chad Nabity, AICP CRA Director

Background

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

TC Enck Builders Inc. as the developer has submitted a proposed amendment to the redevelopment plan that would provide for site acquisition, necessary clearance, utility extensions and planning activities and the subsequent construction of a duplex housing unit at 1616 S Eddy Street in Grand Island, Nebraska, Lot 3 of Mehring and Kelly Subdivision in the City of Grand Island.

The CRA reviewed the proposed development plan on February 11, 2015 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on March 4, 2015. The CRA also sent notification to the City Clerk of their intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on March 5, 2015. The Planning Commission approved Resolution 2015-03 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island.

Discussion

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

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area #2 and authorizes the CRA to execute a contract for TIF based on the plan amendment. The redevelopment plan amendment permits site acquisition, site work, clearance and extension of utilities and subsequent construction of a duplex at 1616 S Eddy Street in Grand Island, Nebraska. The cost benefit analysis included in the plan 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. There are \$38,000 of identified expenses eligible for Tax increment financing with the proposed redevelopment plan amendment it is anticipated that this project will generate \$49,700 worth of increment over 15 years so it should pay off prior to the expiration of the bond. The bond for this project will be issued for a period of 15 years and will end upon final payment of the bond principal and any associated interest.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the resolution as submitted.

**Redevelopment Plan Amendment
Grand Island CRA Area 2
February 2015**

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

**Executive Summary:
Project Description**

THE ACQUISITION OF PROPERTY AT 1616 S. EDDY STREET AND THE SUBSEQUENT SITE WORK, UTILITY IMPROVEMENTS, ENGINEERING, LANDSCAPING AND PARKING IMPROVEMENTS NECESSARY FOR REBUILDING A DUPLEX AT THIS LOCATION.

The use of Tax Increment Financing (TIF) to aid in the acquisition of property, necessary site work and installation of public utilities and utility connections necessary to develop this site. The use of TIF makes it feasible to complete the proposed project within the timeline presented. This project could not be completed without the use of TIF.

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

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

Property Description (the “Redevelopment Project Area”)

This property is located north of Delta Street west of Eddy Street in south central Grand Island, the attached map identifies the subject property and the surrounding land uses:

- **Legal Description** Lot 3 of Mehring & Kelly Subdivision



The tax increment will be captured for the tax years the payments for which become delinquent in years 2017 through or 30 inclusive.

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

Statutory Pledge of Taxes.

Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property in the Redevelopment Project Area shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall be January 1, 2016. Said taxes shall be divided as follows:

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

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

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

Redevelopment Plan Amendment Complies with the Act:

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

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

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

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

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

a. Land Acquisition:

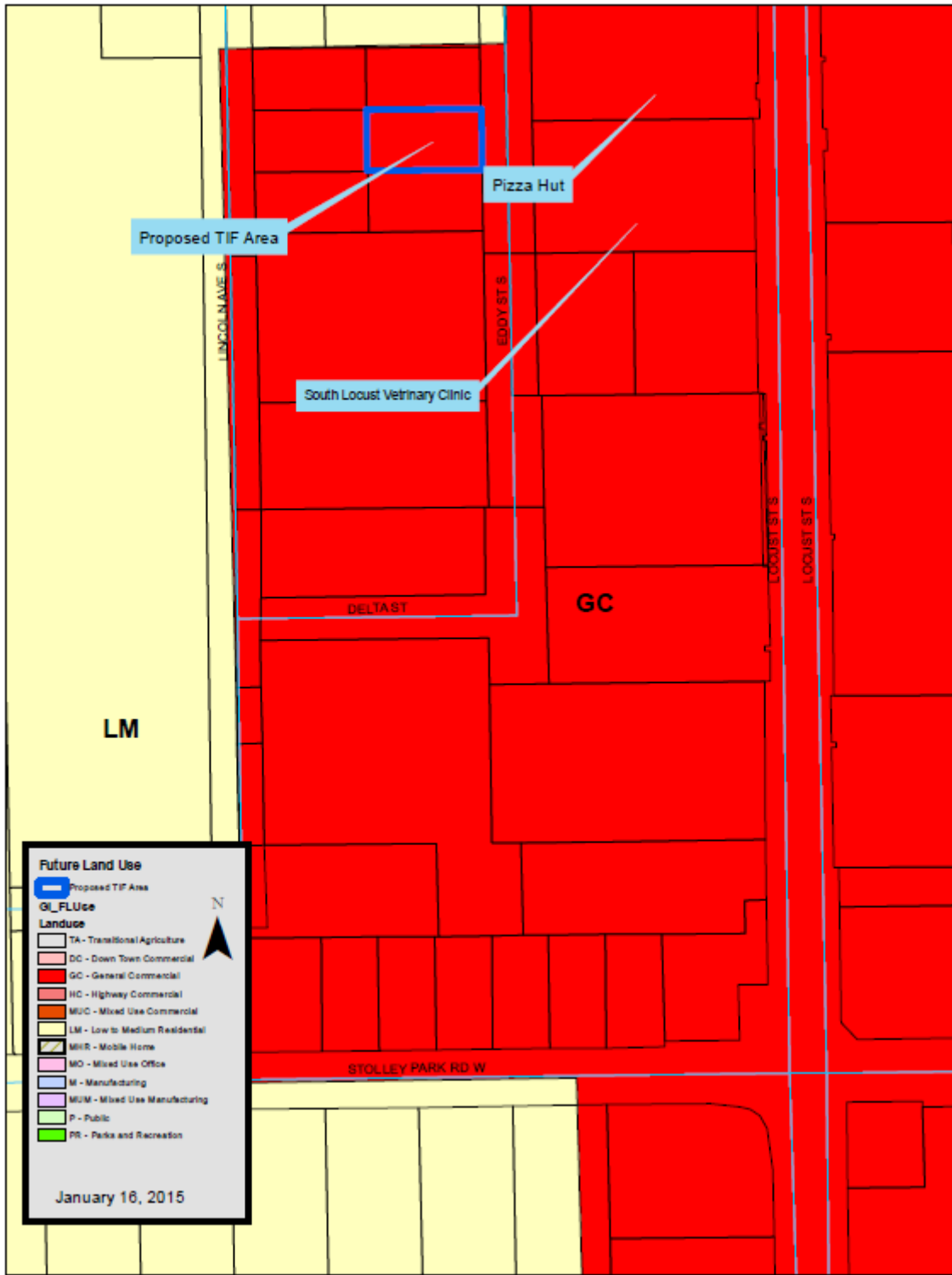
The Redevelopment Plan for Area 2 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority. The applicant will be acquiring the property from the current owner.

b. Demolition and Removal of Structures:

The project to be implemented with this plan will not require demolition of any existing structures.

c. Future Land Use Plan

See the attached map from the 2004 Grand Island Comprehensive Plan. The site is planned for commercial development which also permits residential development consistent with the neighborhood at a density lower than the proposed use of a duplex at this site. [§18-2103(b) and §18-2111] The attached map also is an accurate site plan of the area after redevelopment. [§18-2111(5)]



City of Grand Island Future Land Use Map

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

The area is zoned R4 High Density Residential zone. No zoning changes are anticipated with this project. No changes are anticipated in street layouts or grades. No changes are anticipated in building codes or ordinances. Nor are any other planning changes contemplated. [§18-2103(b) and §18-2111]

e. Site Coverage and Intensity of Use

The developer is proposing to build a duplex on this lot. The proposed units including the attached garages will cover about 2,400 square feet, well within the allowable coverage. [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

Sewer and water are available to support this development. Connections for water and sewer will have to be extended to serve this lot. The lack of available connections and cost to install those is one of the primary reasons for requesting TIF for this development.

No other utilities would be impacted by the development.

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

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

4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation. This amendment does not provide for acquisition of any residences and therefore, no relocation is contemplated. [§18-2103.02]

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

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

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

The developer is proposing to purchase this property for redevelopment for \$20,000 provided that TIF is available for the project as defined. The cost of property acquisition is being included as a TIF eligible expense. Costs for site preparation, utility extensions, building plan and up front financing costs at \$15,230 and are included as a TIF eligible expense. An additional \$2,750 of expenses for legal work, fees and financial tracking of this project are also included as eligible expenses for a total TIF request of \$37,983 It is estimated based on the proposed increased valuation of \$160,000 will result in \$49,700 of increment generated over a 15 year period more than the allowable expenses for this project. It is anticipated that the debt for this project would be paid off in 12 years.

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

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

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of \$37,983 from the proceeds of the TIF Indebtedness issued by the Authority. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2016 through December 2030.

c. Statement of feasible method of relocating displaced families.

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

7. Section 18-2113 of the Act requires:

Prior to recommending a redevelopment plan to the governing body for approval, an authority shall consider whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in

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

The Authority has considered these elements in proposing this Plan Amendment. This amendment, in and of itself will promote consistency with the Comprehensive Plan, in that it will allow for the utilization of vacant property at this location. This lot is surrounded by similar and higher density residential units. The cost to provide utilities to this lot has kept it from developing. This will not increase traffic in the area. New residential development will raise property values and provide a stimulus to keep surrounding properties properly maintained. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions.

8. Time Frame for Development

Development of this project is anticipated to be completed between September of 2015 and September of 2016. Excess valuation should be available for this project for 15 years beginning with the 2016 tax year.

9. Justification of Project

The City of Grand Island is in need of additional housing units and use and reuse of existing lots is one strategy identified in the 2014 Housing Study. This is infill development in an area with all city services available. This project does not propose to tear down any buildings with historic value.

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

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

Project Sources and Uses. Approximately \$38,000 in public funds from tax increment financing provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This investment by the Authority will leverage \$163,115 in private sector financing; a private investment of \$4.1 for every TIF dollar investment.

Use of Funds.			
Description	TIF Funds	Private Funds	Total
Site Acquisition	\$20,000		\$20,000
Site preparation	\$7,583		\$7,583
Utilities	\$4,700		\$4,700
Legal and Plan	\$5,700		\$5,700
Building Costs		\$163,115	\$163,115
Soft Costs			
TOTALS	\$37,983	\$163,115	\$201,098

Tax Revenue. The property to be redeveloped is has a January 1, 2015, valuation of approximately \$9,460. Based on the 2014 levy this would result in a real property tax of approximately \$208. It is anticipated that the assessed value will increase by \$150,540 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$3,314 annually resulting in \$49,700 of increment over the 15 year period. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for a period of 15 years, or such shorter time as may be required to amortize the TIF bond, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2014 assessed value:	\$ 9,460.00
Estimated value after completion	\$ 160,000.00
Increment value	\$ 150,540.00
Annual TIF generated (estimated)	\$ 3,314.00
TIF bond issue	\$ 38,000.00

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

The redevelopment project area currently has an estimated valuation of \$9,460. The proposed extension of utilities and construction of a duplex at this location will result in an additional \$160,000 of taxable valuation based on valuations of similar properties. No tax shifts are anticipated from the project. The project creates additional valuation that will support taxing entities long after the project is paid off. The project will not add any tax burdens to taxing entities. Therefor no tax shifts will occur.

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

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

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

This project will not impact employers or employees in the area directly. This project will provide housing for persons employed in and around Grand Island. National estimates from the Homebuilders Association show that building a single family house is adds 2.5 full time equivalent jobs to the overall employment in a community.

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

No impacts are anticipated outside of the city or immediate area to total employment from this project other than the incremental increase due to the construction.

(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 utilize a piece of property in the Grand Island City Limits that has been vacant for at least 35 years. The level of development proposed is of a density similar to or lower than the neighboring properties. This will create 2 additional housing units at a time when studies show the City is in need of more than 1,700 additional housing units. These units will be created in an area the will have a new elementary school and should not negatively impact school populations.

Time Frame for Development

Development of this project is anticipated to be completed during between September 2015 and September of 2016. The base tax year should be calculated on the value of the property as of January 1, 2015. Excess valuation should be available for this project for 15 years beginning with the 2016 tax year. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years or an amount not to exceed \$38,000 the projected amount of the eligible expenses for this project. Based on the purchase price of the property and estimates of the expenses of renovation activities and associated engineering fees, the developer will spend more than \$38,000 on TIF eligible activities.

See Attached Site Plan



BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name:

T.C. Enck Builders, Inc.

Address:

4133 Fleetwood Rd. Grand Island, NE 68803

Telephone No.: 308-380-1041 Fax No.:

308-382-7054

Contact:

Todd Enck

Brief Description of Applicant's

Business: T.C. Enck Builders, Inc. is a residential construction company.

Present Ownership Proposed Project Site: 1616 S Eddy St. Grand Island, NE 68801

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

Energy efficient duplex with attached garage, 1092 sq ft. Yard is landscaped and sprinklers installed.

If Property is to be Subdivided, Show Division Planned:

VI. Estimated Project Costs:

Acquisition Costs:

A. Land \$ 20,000.00

B. Building \$ 4,700.00
sewer tap, water tap, tunneling, street replacement

Construction Costs:

A. Renovation or Building Costs: \$ 163,115.14

B. On-Site Improvements: \$ 7,583.00

Soft Costs:

A. Architectural & Engineering Fees:	\$	700.00		
<hr/>				
B. Financing Fees:	\$	1,000.00		
<u>Appraisal, closing costs</u>				
C. Legal/Developer/Audit Fees:	\$			
<hr/>				
D. Contingency Reserves:	\$	1,250.00		
<hr/>				
E. Other (Please Specify)	\$	2,750.00		
<u>TIF financing fees</u>				
		TOTAL	\$	201,098.14
<hr/>				

Total Estimated Market Value at Completion: \$ 160,000.00

Source of Financing:

A. Developer Equity:	\$	
<hr/>		
B. Commercial Bank Loan:	\$	160,000.00
<hr/>		

Tax Credits:

1. N.I.F.A.	\$	
<hr/>		
2. Historic Tax Credits	\$	
<hr/>		
D. Industrial Revenue Bonds:	\$	
<hr/>		

E. Tax Increment Assistance: \$ 37,983.00

F. Other \$

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

T.C. Enck Builders, Inc.--general contractor

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

$(\$160,000 \times .9) \times (.022) - (\$207.68) = \$2,960.32$

Project Construction Schedule:

Construction Start Date:

September 2015

Construction Completion Date:

Summer 2016

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 2014

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: _____

There is a definite housing shortage in the community. This develops
a blighted lot without water and sewer to lot. These are higher than
ideal land aquisition costs.

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

PROJECTED CASH FLOW FOR 1616 S EDDY

Cash Flow Analysis

Annual est. revenues @ 750/mo/un \$ 18,000.00

5% vacancy	\$	900.00
Taxes	\$	2,851.00
Maintenance	\$	840.00
Miscellaneous/Mngt	\$	300.00
Insurance	\$	1,200.00
Net Income	\$	11,909.00

Cash Flow Analysis

Annual est. revenues @ 750/mo \$ 18,000.00

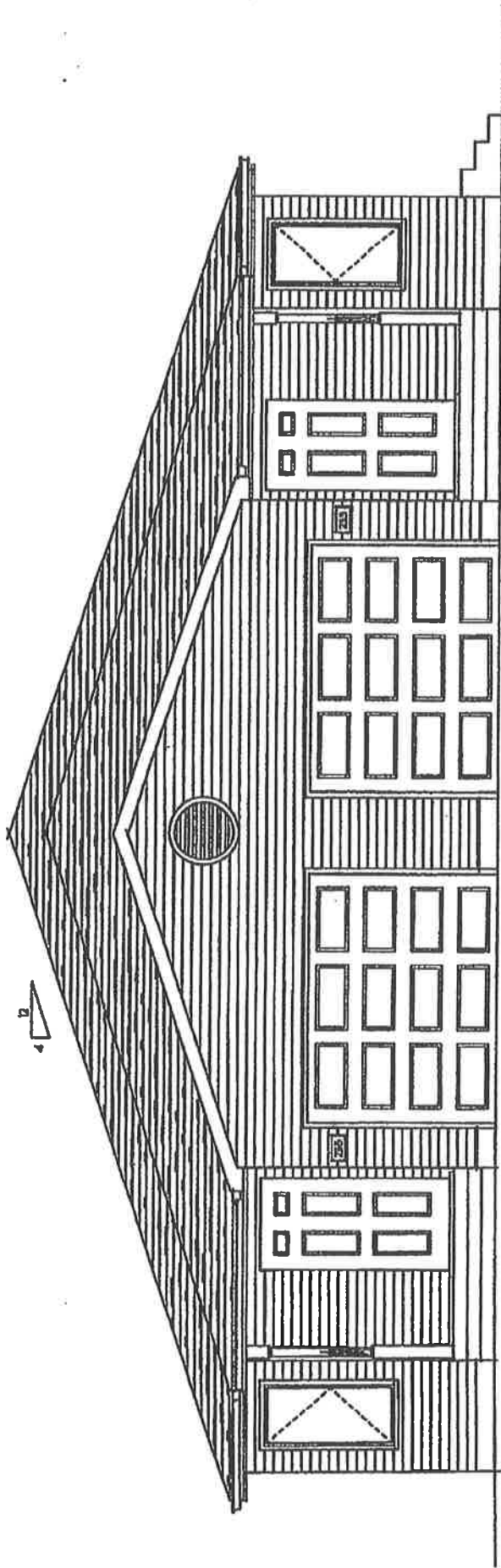
5% vacancy	\$	900.00
Taxes		TIF
Maintenance	\$	840.00
Miscellaneous/Mngt	\$	300.00
Insurance	\$	1,200.00
Net Income	\$	14,760.00

5/30 Debt Service (without TIF) @ : \$ 11,242.20
Property DSCR 1.06

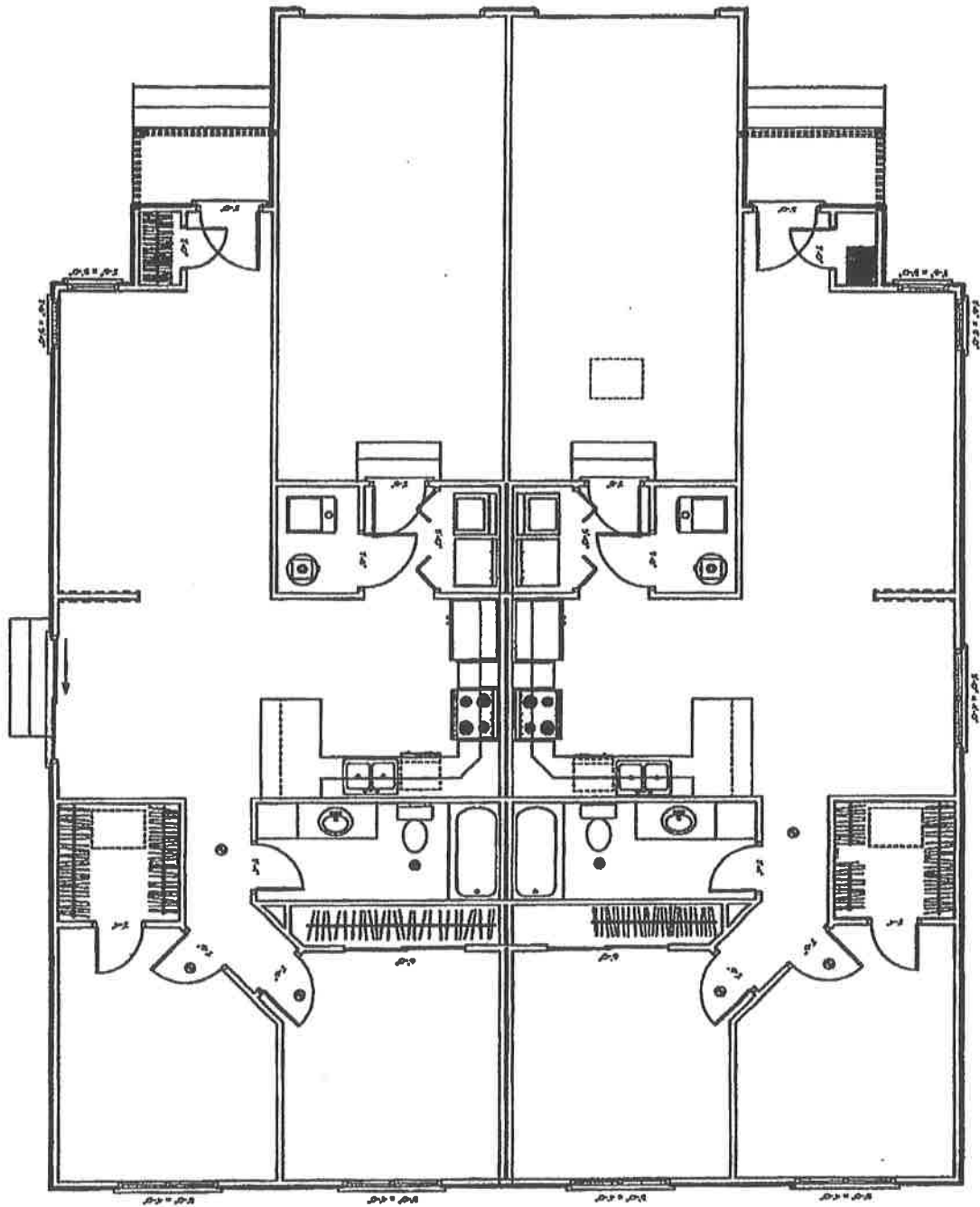
5/30 Debt Service (with TIF) @ \$ 11,242.20
Property DSCR \$ 1.31

***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**



FRONT ELEVATION



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

RESOLUTION NO. 188

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

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


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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

Passed and approved this 11 day of February, 2015.

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

By 
Chairperson

ATTEST:


Secretary

1616 S Eddy St

COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY
OF GRAND ISLAND, NEBRASKA

RESOLUTION NO. 189

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

WHEREAS, this Community Redevelopment Authority of the City of Grand
Island, Nebraska ("Authority"), has received an Application for Tax Increment
Financing under the Nebraska Community Development Law (the "Act") on a
project within Redevelopment Area 2, from T.C. Enck Builders, Inc., (The
"Developer") for redevelopment of an area within the city limits of the City of Grand
Island as set forth in Exhibit 1 attached hereto area; and

WHEREAS, this Community Redevelopment Authority of the City of Grand
Island, Nebraska ("Authority"), is proposing to use Tax Increment Financing on a
project within Redevelopment Area 2;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

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

Passed and approved this 11 day of February, 2015.

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

By 
Chairperson

ATTEST:


Secretary

1616 S Eddy St

Resolution Number 2015-03

HALL COUNTY REGIONAL PLANNING COMMISSION

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

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

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

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

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

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

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

DATED: March 4, 2015.

HALL COUNTY REGIONAL PLANNING COMMISSION

ATTEST:

By: Patricia C. Orsini
Chair

By: Leslie E. Ruge
Secretary

1616 S Eddy St

REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the _____ day of _____, 2015, by and between the Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), and T.C. Enck Builders, Inc., a Nebraska corporation ("Redeveloper").

WITNESSETH:

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

WHEREAS, the Authority has adopted, after approval by the Mayor and Council of the City, that redevelopment plan amendment entitled "Redevelopment Plan Amendment Grand Island CRA Area 2 (the "Redevelopment Plan");

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Contract.

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

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

T.C. Enck Builders/1616 S Eddy

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

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

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

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

"Indebtedness" means any notes, loans, and advances of money or other indebtedness, including interest and premium, if any, thereon, incurred by the Authority pursuant to the Resolution and Article III hereof to provide financing for a portion of the Project Costs and secured in whole or in part by TIF Revenues. The Indebtedness as initially issued by the Authority shall consist of the Authority's Tax Increment Development Revenue Note (T.C. Enck Builders Development Project), Series 2015, to be issued in an amount not to exceed \$37,983.00 in substantially the form set forth on Exhibit C and purchased by the Redeveloper as set forth in Section 3.04 of this Redevelopment Contract.

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

"Project" means the improvements to the Redevelopment Project Area, as further described in Exhibit B attached hereto and incorporated herein by reference and, as used herein, shall include the Redevelopment Project Property and additions and improvements thereto. The Project shall include Project site acquisition costs, all improvements related to Project public infrastructure costs, site preparation costs, utility extensions and costs of the Authority for legal and plan preparation, all as described in Section 3.04 of this Redevelopment Contract.

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

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

"Redeveloper" means T.C. Enck Builders, Inc., a Nebraska corporation.

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

T.C. Enck Builders/1616 S Eddy

"Redevelopment Project Property" means all of the Redevelopment Project Area which is the site for the improvements constituting the Project, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

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

"Redevelopment Plan" means the Redevelopment Plan Amendment (also defined in the recitals hereto) for the Redevelopment Project Area related to the Project, as attached hereto as Exhibit B, prepared by the Authority, approved by the City and adopted by the Authority pursuant to the Act.

"Resolution" means the Resolution of the Authority authorizing the issuance of the Indebtedness, as supplemented from time to time, and also approving this Redevelopment Contract.

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

Section 1.02 Construction and Interpretation.

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

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

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

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

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

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

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

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

ARTICLE II FINDINGS AND REPRESENTATIONS

Section 2.01 Findings of Authority.

The Authority makes the following findings:

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

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

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

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

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

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

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

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

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

(g) The Authority has determined that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and

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

Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

(a) The Redeveloper is a Nebraska corporation, having the power to enter into this Redevelopment Contract and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Contract. Prior to the execution and delivery of this Redevelopment Contract, the Redeveloper has delivered to the Authority a certificate of good standing, a certified copy of the Redeveloper's by-laws and a certified copy of the resolution or resolutions authorizing the execution and delivery of this Redevelopment Contract.

(b) The execution and delivery of this Redevelopment Contract and the consummation of the transactions herein contemplated will not conflict with or constitute a breach of or default under any 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 in any other matter materially affecting the ability to Redeveloper to perform its obligations hereunder.

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

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

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ARTICLE III

OBLIGATIONS OF THE AUTHORITY

Section 3.01 Division of Taxes.

In accordance with Section 18-2147 of the Act and the terms of the Resolution, the Authority hereby provides that any ad valorem tax on any Lot or Lots located in the Redevelopment Project Area for the benefit of any public body be divided for a period of fifteen years after the effective date (the "Effective Date"), as described in Section 18-2147 (1) of the Act, which Effective Date shall be the January 1, 2016. Said taxes shall be divided as follows:

(a) That portion of the ad valorem tax on the real estate located in the Redevelopment Project Area 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) of the Redevelopment Project Area shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and

(b) That portion of the ad valorem tax on real property in the Redevelopment Project Area in excess of such amount (the "Incremental Ad Valorem Tax"), if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority (designated in the Resolution as the "Note Fund") to pay the principal of, the interest on, and any premium due in connection with the Indebtedness. When such Indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Phase shall be paid into the funds of the respective public bodies.

Section 3.02 Issuance of Indebtedness

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

Prior to December 15, 2015, the Authority shall issue one Tax Increment Development Revenue Note, in one taxable series, in a maximum principal amount of thirty seven thousand nine hundred eighty three and no/100 Dollars (\$37,983), in substantially the form shown on the attached Exhibit C ("TIF Note"), for net funds available to be purchased by Redeveloper ("TIF Note Purchaser"), in a written form acceptable to Authority's attorney, and receive Note proceeds from the TIF Note Purchaser in said amount. At the option of the Redeveloper, the Authority shall make a grant to Redeveloper in such amount, and such grant shall offset TIF Note Purchaser's obligation to purchase the TIF Note. Subject to the terms of this Agreement and the

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Resolution, the Authority's Treasurer on behalf of the Authority shall have the authority to determine the timing of issuing the Indebtedness and all the other necessary details of the Indebtedness.

The Redeveloper agrees to purchase the Indebtedness at a price equal to the principal amount thereof, in a private placement satisfactory to the Authority as to its terms and participants (including any pledgee thereof). Neither the Authority nor the City shall have any obligation to provide for the sale of the Indebtedness. It is the sole responsibility of the Redeveloper to affect the sale of the Indebtedness by purchasing the Indebtedness in accordance with the terms of this Redevelopment Contract and the Resolution. Redeveloper acknowledges that it is its understanding and the Authority's understanding that interest on the Indebtedness will be includable in gross income for federal income tax purposes and subject to Nebraska State income taxation.

Section 3.03 Pledge of Revenues.

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

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

The Redeveloper has agreed to purchase the Indebtedness from the Authority for a price equal to the principal amount thereof, payable as provided in Section 3.02 and this Section 3.04. The Redevelopment Plan provides for the Redeveloper to receive a grant under this Redevelopment Contract. In accordance with the terms of the Redevelopment Plan the Redeveloper is to receive a grant sufficient to pay the costs for reimbursement of site acquisition, including easements, site preparation costs, public infrastructure costs and utilities including those items as described on Exhibit D (the "Project Costs"), in the aggregate maximum amount not to exceed \$37,983.00. Notwithstanding the foregoing, the aggregate amount of the Indebtedness and the grant shall not exceed the amount of Project Costs as certified pursuant to Section 4.02 of this Redevelopment Contract. Such grant shall be made to the Redeveloper upon certification of Project Costs as set forth herein and in the Resolution, and payment purchase of the Indebtedness as provided in Section 3.02, unless Redeveloper elects to offset the payment of the purchase of the Indebtedness with the grant proceeds as provided herein and in the Resolution. The Authority shall have no obligation to provide grant funds from any source other than as set forth in the Resolution and this Redevelopment Contract.

Section 3.05 Creation of Funds.

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

T.C. Enck Builders/1616 S Eddy

(a) a special trust fund called the “T.C. Enck Builders Redevelopment Project Note Fund” (the “Note Fund”). All of the TIF Revenues shall be deposited into the Note Fund. The TIF Revenues accumulated in the Note Fund shall be used and applied on the Business Day prior to each Interest Payment Date (i) to make any payments to the City or the Authority as may be required under the Redevelopment Contract and (ii) to pay principal of or interest on the Note to the extent of any money then remaining the Note Fund on such Interest Payment Date. Money in the Note Fund shall be used solely for the purposes described herein and in the Resolution. All Revenues received through and including December 31, 2030 shall be used solely for the payments required herein and by the Resolution; and

(b) a special trust fund called the “T.C. Enck Builders Redevelopment Project Fund” (the “Project Fund”) The Authority shall disburse any money on deposit in the Project Fund from time to time to pay or as reimbursement for payment made for the Project Costs in each case within 5 Business Days after completion of the steps set forth herein and in the Resolution. If a sufficient amount to pay a properly completed Disbursement Request (as defined in Section 4.02) is not in the Project Fund at the time of the receipt by the Authority of such request, the Authority shall notify the owner of the Note and such owner may deposit an amount sufficient to pay such request with the Authority for such payment. As set forth in the Resolution, if the Redeveloper is the owner of the Note and the Redeveloper so elects, the Authority shall make a grant to Redeveloper in the amount of an approved Disbursement Request; in such event, the approved Disbursement Request amount shall offset funding of the Note.

ARTICLE IV

OBLIGATIONS OF REDEVELOPER

Section 4.01 Construction of Project; Note; Insurance.

(a) Redeveloper will acquire the Project, demolish structures on the site, prepare the site for redevelopment, install all required utilities and improvements in the public right-of-way and construct a residential duplex in accordance with the plans and specifications provided to the Authority. Redeveloper will coordinate with the City for the City’s design and construction required for the installation of all public infrastructure improvements and right-of-way improvements. The Redeveloper shall provide and pay for infrastructure installation.

Redeveloper shall pay for the costs of site acquisition, site preparation, utility extension and costs of the Authority as set forth on Exhibit D, from the grant provided in Section 3.04 hereof. 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. Such reports shall include actual expenditures incurred as described on Exhibit D.

(b) Any general contractor chosen by the Redeveloper shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for

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contractors' general liability and completed operations and a penal bond as required by the Act or as is otherwise required by law. The City, the Authority and the Redeveloper shall be named as additional insureds. Any contractor chosen by the Redeveloper or the Redeveloper itself, as 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 with respect to any specific contract or the Redeveloper shall also carry insurance on all stored materials. The contractor or the Redeveloper, as the case may be, shall furnish the Authority and the City with a Certificate of Insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the Authority prior written notice in the event of cancellation of or material change in any of any of the policies.

(c) Notwithstanding any provision herein to the contrary, in the event Redeveloper has not acquired fee simple title to the Redevelopment Project Area on or before October 1, 2015, this Redevelopment Contract shall be null and void and of no force or effect effective as of the date of execution hereof, and neither party shall have any liability or obligation to the other party with respect hereto.

(d) The Redeveloper shall provide a payment and performance bond from a bond company doing business in the state of Nebraska in the total amount of all Redevelopment Project Costs or such other amount as shall be approved by the Authority. The City and Authority shall be named as beneficiaries under such bond.

Section 4.02 Cost Certification & Disbursement of Note Proceeds.

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

(a) There shall be submitted to the Authority a grant disbursement request (the "Disbursement Request"), executed by the Director of the City's Planning Department and an authorized representative of the Redeveloper, (i) certifying that a portion of the Project has been substantially completed and (ii) certifying the actual costs incurred by the Redeveloper in the completion of such portion of the Project.

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

(c) Upon notification from the Authority as described in Section 4.02(b), deposits to the accounts in the Project Fund may be made from time to time from funds received by the Authority from the owner of the Note (if other than the Redeveloper) in the amounts necessary to pay amounts requested in properly completed, signed and approved written Disbursement Requests as described herein. Such amounts shall be proceeds of the Note and the Treasurer of the Authority shall inform the Registrar (as defined in the Note Resolution) in writing of the date and amount of such deposits. At the option of the Redeveloper, if the Redeveloper is the owner of the Note, the Authority shall make a grant to Redeveloper in the amount of the approved Disbursement Request; in such event,

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the approved Disbursement Request amount shall offset funding of the Note. The Registrar shall keep and maintain a record of the amounts deposited into the Project Fund from Note proceeds pursuant to the terms of this Resolution as “Principal Amount Advanced” and shall enter the aggregate principal amount then Outstanding as the “Cumulative Outstanding Principal Amount” on its records maintained for the Note. The aggregate amount deposited into the Project Fund from proceeds of the Note shall not exceed \$37,983.00.

Section 4.03 No Discrimination.

Redeveloper agrees and covenants for itself its successors and assigns that it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the 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 4.04 Assignment or Conveyance.

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

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing

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

T.C. Enck Builders/1616 S Eddy

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of Authority and Redeveloper.

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

Section 6.02 Additional Remedies of Authority

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

- (a) the Redeveloper, or its successor in interest, shall fail to commence the construction of the improvements included in the Project Costs on or before November 1, 2015, or shall abandon construction work related to the Project Costs, once commenced, for any period of 180 days, excepting delays caused by inclement weather,
- (b) the Redeveloper, shall fail to pay real estate taxes or assessments on the Redevelopment Project Property owned by the Redeveloper or any part thereof when due; and
- (c) there is a violation of any other provision of this Redevelopment Contract, and such failure or action by the Redeveloper has not been cured within 90 days following written notice from Authority, then the Redeveloper shall be in default of this Redevelopment Contract.

In the event of such failure to perform, breach or default occurs and is not cured in the period herein provided, the parties agree that the damages caused to the Authority would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the grant to Redeveloper pursuant to Section 3.04 of this Redevelopment Contract, less any reductions in the principal amount of the Indebtedness, plus

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interest on such amounts as provided herein (the "**Liquidated Damages Amount**"). Upon the occurrence of an event of default, the Liquidated Damages Amount shall be paid by Redeveloper to Authority within 30 days of demand from Authority given to the Redeveloper.

Interest shall accrue on the Liquidated Damages Amount at the rate of three percent (3%) per annum 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 Redevelopment Project Property and the Project.

Redeveloper, on or before contracting for work included within the Project Costs, shall furnish to the Authority copies of labor and materials payment Notes and performance Notes for each contract entered into by Redeveloper related to Project Costs. Each such Note shall show the Authority and the City as well as the Redeveloper as beneficiary of any such Note, as and to the extent commercially obtainable (as determined in the discretion of the Authority). In addition, the Redeveloper shall provide a penal Note with good and sufficient surety to be approved by the Authority, conditioned that the Redeveloper shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing to any contractor or his or her subcontractors (for each contract entered into by Redeveloper related to Project Costs) with labor or materials performed or used in the prosecution of the work provided for in such contract, and will indemnify and save harmless the Authority to the extent of any payments in connection with the carrying out of such contracts which the Authority may be required to make under the law.

Section 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 any defaults covered by this Section shall not give rise to a right or rescission on termination of this Redevelopment Contract, and shall not be covered by the Liquidated Damages Amount.

Section 6.04 Forced Delay Beyond Party's Control.

For the purposes of any of the provisions of this Redevelopment Contract, neither the Authority nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the conveyance or preparation of the Redevelopment Area or any part thereof for redevelopment, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine

T.C. Enck Builders/1616 S Eddy

restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Authority or of the Redeveloper with respect to construction of the Project, as the case may be, shall be extended for the period of the forced delay: Provided, that the party seeking the benefit of the provisions of this section shall, within thirty (30) days after the beginning of any such forced delay, have first notified the other party thereto in writing, and of the cause or causes thereof and requested an extension for the period of the forced delay.

Section 6.05 Limitations of Liability; Indemnification.

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

The Redeveloper will indemnify and hold each of the City and Authority and their respective elected officials, directors, officers, appointed officials, attorneys, agents, employees and members of their governing bodies free and harmless from any loss, claim, damage, demand, tax, penalty, liability, disbursement, expense, excluding litigation expenses, attorneys' fees and expenses, or court costs arising out of any damage or injury, actual or claimed, of whatsoever kind or character, to property (including loss of use thereof) or persons, occurring or allegedly occurring in, on or about that portion of the Project owned by the Redeveloper, during the term of this Redevelopment Contract or arising out of any action or inaction of Redeveloper, related to activities of the Redeveloper or its agents during the construction of the public infrastructure or public right of ways in the Project.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Notice Recording.

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

T.C. Enck Builders/1616 S Eddy

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, Assignment.

This Redevelopment Contract shall be binding on the parties hereto and their respective successors and assigns. The Redevelopment Contract shall not be amended except by a writing signed by the party to be bound. The Redeveloper may assign its rights and obligations to a controlled entity which shall be bound by all the terms hereof.

Section 7.04 Effective Date and Implementation of Redevelopment Contract.

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

Section 7.05 Notices to Parties.

Notices to Parties shall be mailed by U. S. Mail to the following addresses:

Redeveloper:

T.C. Enck Builders, Inc.
4133 Fleetwood Road
Grand Island, NE 68803

Authority and City:

Director
Grand Island Community Redevelopment Authority
Hall County Regional Planning Department
100 E 1st Street
P.O. Box 1968
Grand Island, NE 68802

[The remainder of this page intentionally left blank]

T.C. Enck Builders/1616 S Eddy

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

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
GRAND ISLAND, NEBRASKA

ATTEST:

Secretary

By: _____
Chairman

STATE OF NEBRASKA)
) SS
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____ and _____, Chairman and Secretary, respectively, of the Community Redevelopment Authority of the City of Grand Island, Nebraska, on behalf of the Authority.

Notary Public

T.C. Enck Builders/1616 S Eddy

T.C. ENCK BUILDERS, INC.

By: _____
President

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Todd Enck, President of T.C. Enck Builders, Inc., on behalf of the corporation.

Notary Public

T.C. Enck Builders/1616 S Eddy

EXHIBIT A
DESCRIPTION OF REDEVELOPMENT AREA

- Lot 3 of Mehring & Kelly Subdivision, to the City of Grand Island, Hall County, Nebraska.

T.C. Enck Builders/1616 S Eddy

EXHIBIT B
REDEVELOPMENT PLAN

[Attach copy of Redevelopment Plan Amendment]

T.C. Enck Builders/1616 S Eddy

EXHIBIT C

(FORM OF NOTE)

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF HALL

COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF GRAND ISLAND, NEBRASKA

TAX INCREMENT DEVELOPMENT REVENUE NOTE
(T.C. ENCK BUILDERS REDEVELOPMENT PROJECT), SERIES 2015

No. R-1

Up to \$37,983.00
(subject to reduction as described herein)

Date of
Original Issue

Date of
Maturity

Rate of
Interest

December 31, 2030

0.0%

REGISTERED OWNER:

PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO

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

IN WITNESS WHEREOF, THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA has caused this Note to be signed by the manual signature of the Mayor of the City, countersigned by the manual signature of the Clerk of the City, and the City's corporate seal imprinted hereon.

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF GRAND
ISLAND, NEBRASKA

[S E A L]

By: _____ (manual signature)
Chairman

T.C. Enck Builders/1616 S Eddy

By: _____ (manual signature)
Secretary

The **COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA** (the “**Authority**”) acknowledges itself indebted to, and for value received hereby promises to pay, but solely from certain specified tax revenues and other funds hereinafter specified, to the Registered Owner named above, or registered assigns, on the Date of Maturity stated above (or earlier as hereinafter referred to), the Principal Amount on Schedule 1 attached hereto upon presentation and surrender hereof at the office of the registrar and paying agent herefor, the Treasurer of the City of Grand Island, Nebraska (the “**Registrar**”), and in like manner to pay interest on the Cumulative Outstanding Principal Amount reflected in **Schedule 1** at the Rate of Interest stated above, calculated on the basis of a 360-day year consisting of twelve, 30-day months, from the Date of Original Issue stated above, or the most recent interest payment date to which interest has been paid or duly provided for, as specified below, to maturity or earlier redemption, payable semiannually on June 1 and December 1 of each year until payment in full of such Principal Amount, beginning June 1, 2017, by check or draft mailed to the Registered Owner hereof as shown on the Note registration books maintained by the Registrar on the 15th day of the month preceding the month in which the applicable interest payment date occurs, at such Owner’s address as it appears on such Note registration books. The principal of this Note and the interest hereon are payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

This Note is issued by the Authority under the authority of and in full compliance with the Constitution and statutes of the State of Nebraska, including particularly Article VIII, Section 12 of the Nebraska Constitution, Sections 18-2101 to 18-2153, inclusive, Reissue Revised Statutes of Nebraska, as amended, and under and pursuant to Resolution No. _____ duly passed and adopted by the Authority on _____ 2015, as from time to time amended and supplemented (the “**Resolution**”).

THE PRINCIPAL AMOUNT OF THIS NOTE IS SET FORTH IN SCHEDULE 1 ATTACHED HERETO. THE MAXIMUM PRINCIPAL AMOUNT OF THIS NOTE IS \$37,983.

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

T.C. Enck Builders/1616 S Eddy

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

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

The Registered Owner may from time to time enter the respective amounts advanced pursuant to the terms of the Resolution under the column headed "Principal Amount Advanced" on **Schedule 1** hereto (the "**Table**") and may enter the aggregate principal amount of this Note then outstanding under the column headed "Cumulative Outstanding Principal Amount" on the Table. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Registered Owner pursuant to the redemption provisions of the Resolution, the Registered Owner may enter the principal amount paid on this Note under the column headed "Principal Amount Redeemed" on the Table and may enter the then outstanding principal amount of this Note under the column headed "Cumulative Outstanding Principal Amount" on the Table. Notwithstanding the foregoing, the records maintained by the Trustee as to the principal amount issued and principal amounts paid on this Note shall be the official records of the Cumulative Outstanding Principal Amount of this Note for all purposes.

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

T.C. Enck Builders/1616 S Eddy

thereof.

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

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

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

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

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

[The remainder of this page intentionally left blank]

T.C. Enck Builders/1616 S Eddy

(FORM OF ASSIGNMENT)

ASSIGNMENT

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

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

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

Dated: _____

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

Signature Guaranteed By:

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

By: _____
Title: _____

[The remainder of this page intentionally left blank]

T.C. Enck Builders/1616 S Eddy

SCHEDULE 1

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

**COMMUNITY REDEVELOPMENT AUTHORITY OF
THE CITY OF GRAND ISLAND, NEBRASKA
T.C. ENCK BUILDERS REDEVELOPMENT PROJECT
TAX INCREMENT DEVELOPMENT REVENUE NOTE, SERIES 2015**

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

T.C. Enck Builders/1616 S Eddy

Exhibit D
Project Costs

Redevelopment Project Costs

1. Site acquisition	\$ 20,000
2. Site preparation	\$ 7,583
3. Utilities	\$ 4,700
4. Authority legal and fees	\$ 5,700

TOTAL **\$ 37,983**

***Costs may vary between categories. A shift of costs per category is contemplated and approved not to exceed the total.**

T.C. Enck Builders/1616 S Eddy



City of Grand Island

Tuesday, March 24, 2015

Council Session

Item F-1

#9526 - Consideration of Vacation of Utility Easements Located in Sterling Estates Second Subdivision (SB Communities, LLC)

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: March 24, 2015

Subject: Consideration of Vacation of Utility Easements Located in Sterling Estates Second Subdivision (SB Communities, LLC)

Item #'s: F-1

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

Background

Utility easements were dedicated with the original Sterling Estates Second Subdivision plat on August 28, 2012. Such easements are not necessary to accommodate existing or proposed utilities and vacating them will support the remaining development of Sterling Estates Second Subdivision.

Discussion

The developer/property owner of Sterling Estates Second Subdivision is requesting to vacate the originally dedicated easements for this area. There are no utilities currently within these easements that will be affected by this vacation. The attached sketch details the referenced easements to be vacated.

Alternatives

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

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

Recommendation

City Administration recommends that the Council pass an ordinance vacating the specified easements located in Sterling Estates Second Subdivision.

Sample Motion

Move to pass an ordinance vacating the specified easements.

ORDINANCE NO. 9526

An ordinance to vacate existing utility easements and to provide for filing this ordinance in the office of the Register of Deeds of Hall County, Nebraska; to repeal any ordinance or parts of ordinances in conflict herewith, and to provide for publication and the effective date of this ordinance.

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

SECTION 1. That existing utility easements comprising a part of Lots One (1) and Two (2), Sterling Estates Second Subdivision, in the City of Grand Island, Nebraska, more particularly described as follows:

A TRACT OF LAND IN PART OF LOT 1, STERLING ESTATES SECOND SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF N00°59'26"W, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°59'26"E, ALONG SAID WEST LINE OF LOT 1, A DISTANCE OF 114.00 FEET; THENCE S89°00'34"E A DISTANCE OF 15.00 FEET; THENCE S00°59'26"W, PARALLEL TO SAID WEST LINE OF LOT 1, A DISTANCE OF 114.00 FEET; THENCE N89°00'34"W A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 1710 SQUARE FEET OR 0.04 ACRES MORE OR LESS.

AND

A TRACT OF LAND IN PART OF LOT 1, STERLING ESTATES SECOND SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Approved as to Form	☐ _____
March 20, 2015	☐ City Attorney

ORDINANCE NO. 9526 (Cont.)

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF N00°59'26"W, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 159.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°59'26"E, ALONG SAID WEST LINE OF LOT 1, A DISTANCE OF 173.00 FEET; THENCE S89°00'34"E A DISTANCE OF 15.00 FEET; THENCE S00°59'26"W, PARALLEL TO SAID WEST LINE OF LOT 1, A DISTANCE OF 173.00 FEET; THENCE N89°00'34"W A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 2595 SQUARE FEET OR 0.06 ACRES MORE OR LESS.

AND

ALL EASEMENTS IN LOT 2, STERLING ESTATES SECOND SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

is hereby vacated. Such easements to be vacated are shown and more particularly described on Exhibit 2 and 3 attached hereto.

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

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

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

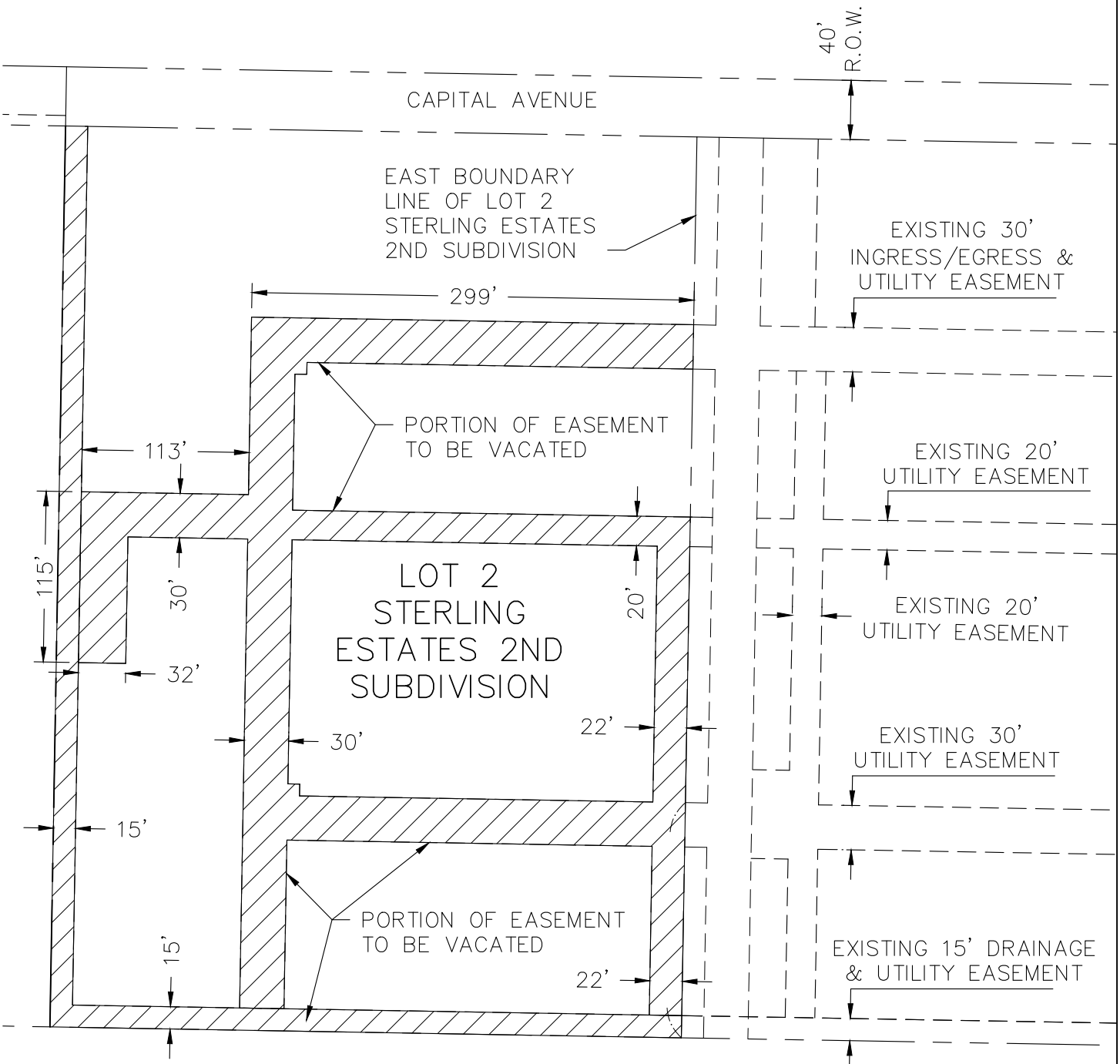
Enacted: March 24, 2015

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

DWG: F:\projects\014-2919_PBIN\Final_Plat\014-2919_EASE-VACATE.dwg USER: lwheeler
 DATE: Mar 04, 2015 7:58am XREFS: 014-2919_ROW



EASEMENTS DESCRIPTION

ALL EASEMENTS IN LOT 2, STERLING ESTATES SECOND SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY NEBRASKA.

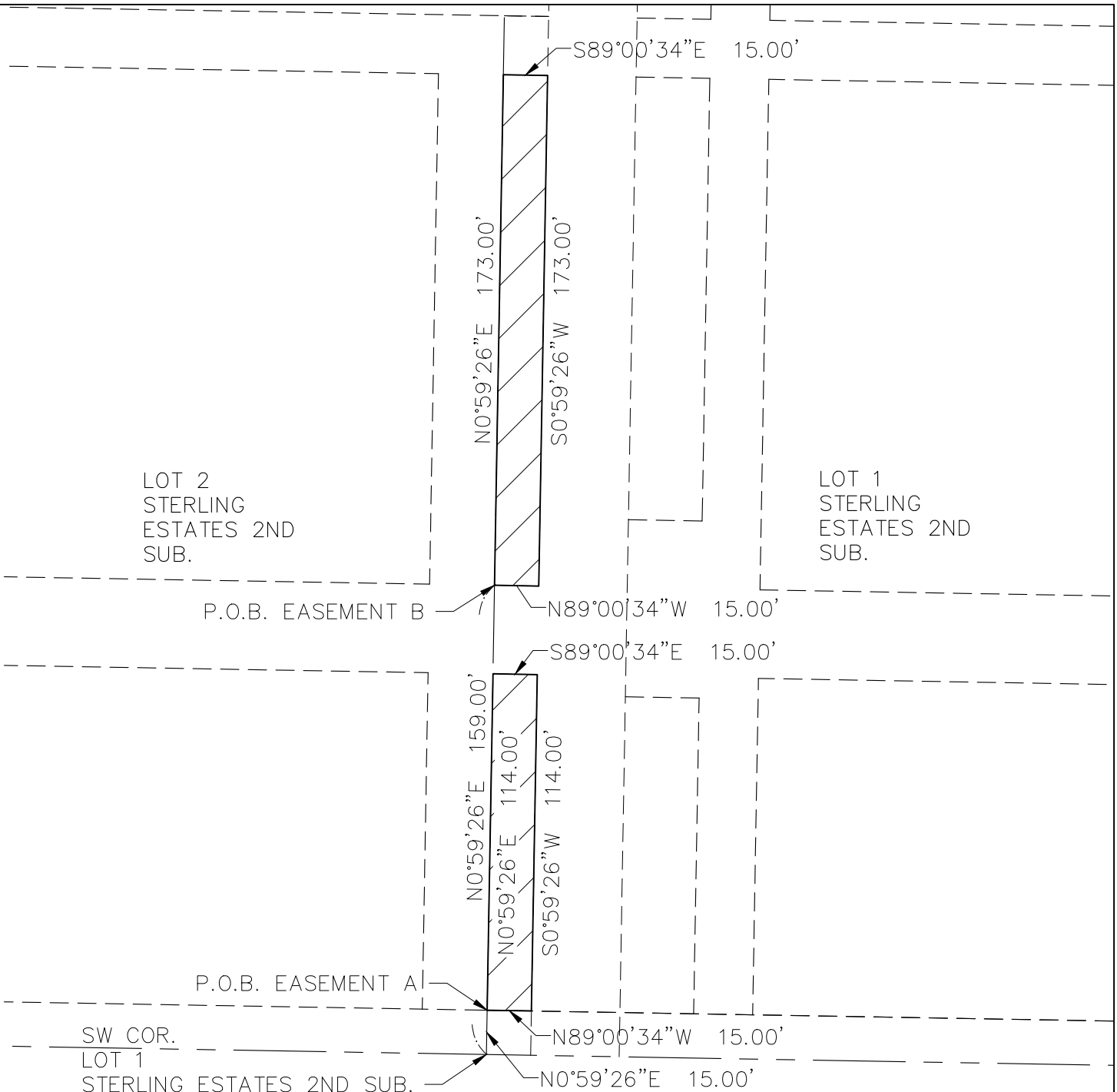
PROJECT NO: 2014-2919
DRAWN BY: LJW
DATE: 03/03/15

EASEMENT VACATION

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

EXHIBIT
2

USER: lwheeler
 DWG: F:\projects\014-2919_PBIN\Final_Plat\014-2919_EASE-VACATE.dwg
 DATE: Mar 04, 2015 7:52am
 XREFS: 014-2919_ROW



LEGAL DESCRIPTION EASEMENT A

A TRACT OF LAND IN PART OF LOT 1, STERLING ESTATES SECOND SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF N00°59'26"W, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°59'26"E, ALONG SAID WEST LINE OF LOT 1, A DISTANCE OF 114.00 FEET; THENCE S89°00'34"E A DISTANCE OF 15.00 FEET; THENCE S00°59'26"W, PARALLEL TO SAID WEST LINE OF LOT 1, A DISTANCE OF 114.00 FEET; THENCE N89°00'34"W A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 1710 SQUARE FEET OR 0.04 ACRES MORE OR LESS.

LEGAL DESCRIPTION EASEMENT B

A TRACT OF LAND IN PART OF LOT 1, STERLING ESTATES SECOND SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF N00°59'26"W, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 159.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°59'26"E, ALONG SAID WEST LINE OF LOT 1, A DISTANCE OF 173.00 FEET; THENCE S89°00'34"E A DISTANCE OF 15.00 FEET; THENCE S00°59'26"W, PARALLEL TO SAID WEST LINE OF LOT 1, A DISTANCE OF 173.00 FEET; THENCE N89°00'34"W A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 2595 SQUARE FEET OR 0.06 ACRES MORE OR LESS.

PROJECT NO: 2014-2919	EASEMENT VACATION	MOLSSON ASSOCIATES®	201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752	EXHIBIT
DRAWN BY: LJW				3
DATE: 03/03/15				



City of Grand Island

Tuesday, March 24, 2015

Council Session

Item F-2

#9527 - Consideration of Creation of Street Improvement District No. 1262; Sterling Estates 4th Subdivision – Norseman Avenue, Sunrise Avenue, Monarch Avenue & Ebony Lane

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: March 24, 2015

Subject: Consideration of Creation of Street Improvement District No. 1262; Sterling Estates 4th Subdivision – Norseman Avenue, Sunrise Avenue, Monarch Avenue & Ebony Lane

Item #'s: F-2

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

Background

Council action is needed to create a Street Improvement District. If the District is created, a notice will be mailed to all affected property owners and a 20-day protest period will begin. If the district passes the protest and the Council continues the district, plans will be prepared. The City will then bid, construct, and levy special assessments for the work.

Discussion

The City and Developer have been in contact regarding this street improvement district since last year, therefore expenses were planned in the 2014/2015 Capital Improvement Program budget. This public/private partnership will allow for development of the area, which consists of a City park with parking, as well as meeting the developer needs.

This project is currently estimated at \$650,000.00 and would be assessed to the subdivision developer, whom has signed the district creation petition form.

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 creation of Street Improvement District No. 1262; Sterling Estates 4th Subdivision – Norseman Avenue, Sunrise Avenue, Monarch Avenue & Ebony Lane.

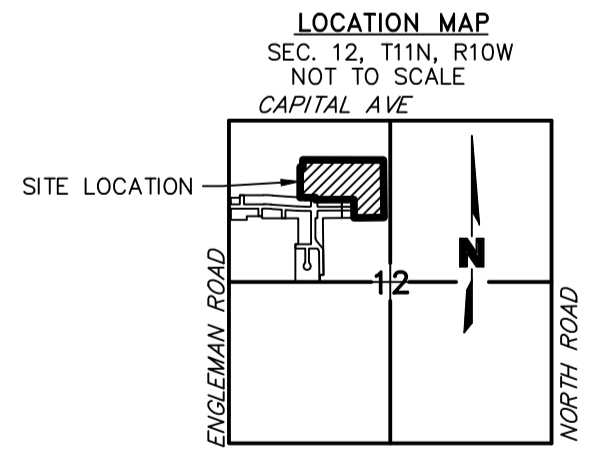
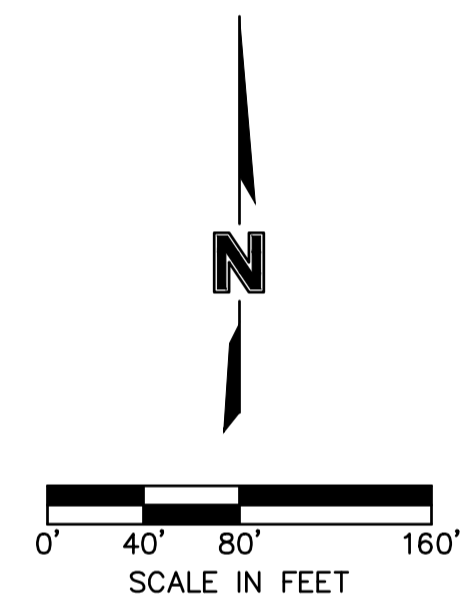
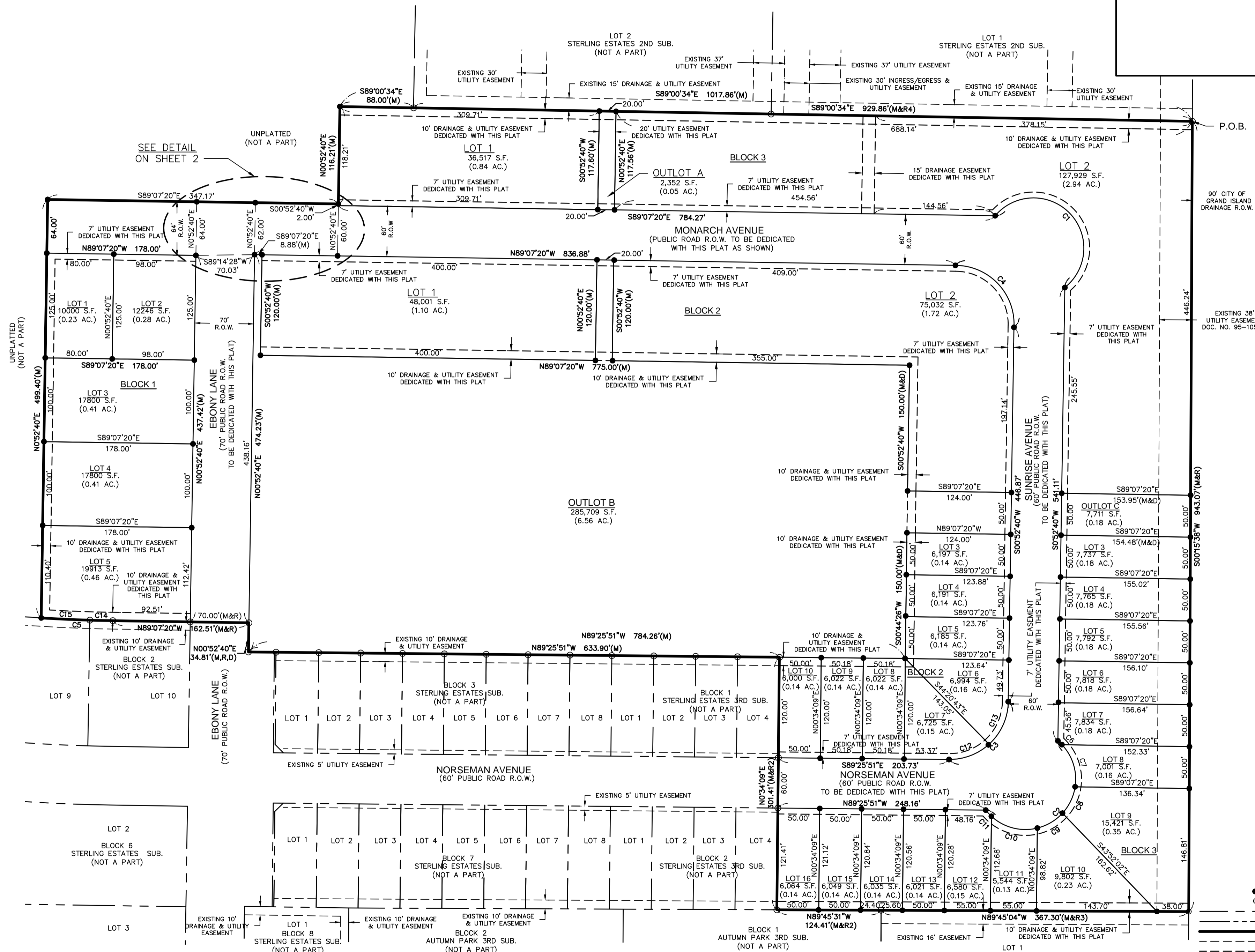
Sample Motion

Move to approve creation of Street Improvement District No. 1262.

STERLING ESTATES FOURTH SUBDIVISION

IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

FINAL PLAT



LEGEND

- SET CORNER (5/8"x24" REBAR W/CAP)
- ⊙ FOUND CORNER (5/8" REBAR W/CAP)
- SECTION LINE
- - - EXISTING PROPERTY LINE
- · - · - PROPOSED PROPERTY LINE
- · - · - EXISTING EASEMENT LINE
- · - · - EASEMENT LINE TO BE DEDICATED WITH THIS PLAT
- M MEASURED DISTANCE
- R RECORDED DISTANCE STERLING ESTATES SUB.
- R2 RECORDED DISTANCE STERLING ESTATES THIRD SUB.
- R3 RECORDED DISTANCE AUTUMN PARK SUB.
- R4 RECORDED DISTANCE STERLING ESTATES SECOND SUB.
- D RECORDED DISTANCE DOC. NO. 020905078

DWG: F:\projects\014-1966\SRV\Final\Plat\Sterling Estates 4th Sub_rev2.dwg
 DATE: Mar 04, 2015 2:00pm
 USER: wheeler
 XREFS: 014-1966_ROW

OLSSON ASSOCIATES

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

PROJECT NO. 2014-1966
NIEDFELT SURVEY
FB

OWNERS: NIEDFELT PROPERTY MANAGEMENT PREFERRED LLC./ CITY OF GRAND ISLAND
 SUBDIVIDER: NIEDFELT PROPERTY MANAGEMENT PREFERRED LLC./ CITY OF GRAND ISLAND
 SURVEYOR: OLSSON ASSOCIATES
 ENGINEER: OLSSON ASSOCIATES
 NUMBER OF LOTS: 34

SHEET 1 OF 2

• THIS SPACE RESERVED FOR REGISTER OF DEEDS •

ORDINANCE NO. 9527

An ordinance to create Street Improvement District No. 1262; to define the boundaries of the district; to provide for the improvement of a street within the district by paving, curbing, guttering, storm drainage, sidewalks, and other incidental work in connection therewith; to provide for the filing of this ordinance with the Hall County Register of Deeds; and to provide the publication and effective date of this ordinance.

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

SECTION 1. Street Improvement District No. 1262 in the City of Grand Island, Nebraska, is hereby created.

SECTION 2. The properties included in such district shall be as follows:

Owner	Legal Description
NIEDFELDT PROPERTY MANAGEMENT PREFERRED, LLC	STERLING ESTATES FOURTH SUBDIVISION

SECTION 3. The following street in the district shall be improved by paving and other incidental work in connection therewith:

Approved as to Form ☐ _____
March 20, 2015 ☐ City Attorney

ORDINANCE NO. 9527 (Cont.)

Sterling Estates 4th Subdivision in the City of Grand Island, Hall County, Nebraska.

Said Improvements shall be made in accordance with plans and specifications approved by the Engineer for the City of Grand Island.

SECTION 4. All improvements shall be made at public cost, but the cost thereof shall be assessed upon the lots and lands in the district specially benefited thereby as provided by law.

SECTION 5. This ordinance, with the plat, is hereby directed to be filed in the office of the Register of Deeds, Hall County, Nebraska.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication, without the plat, as provided by law.

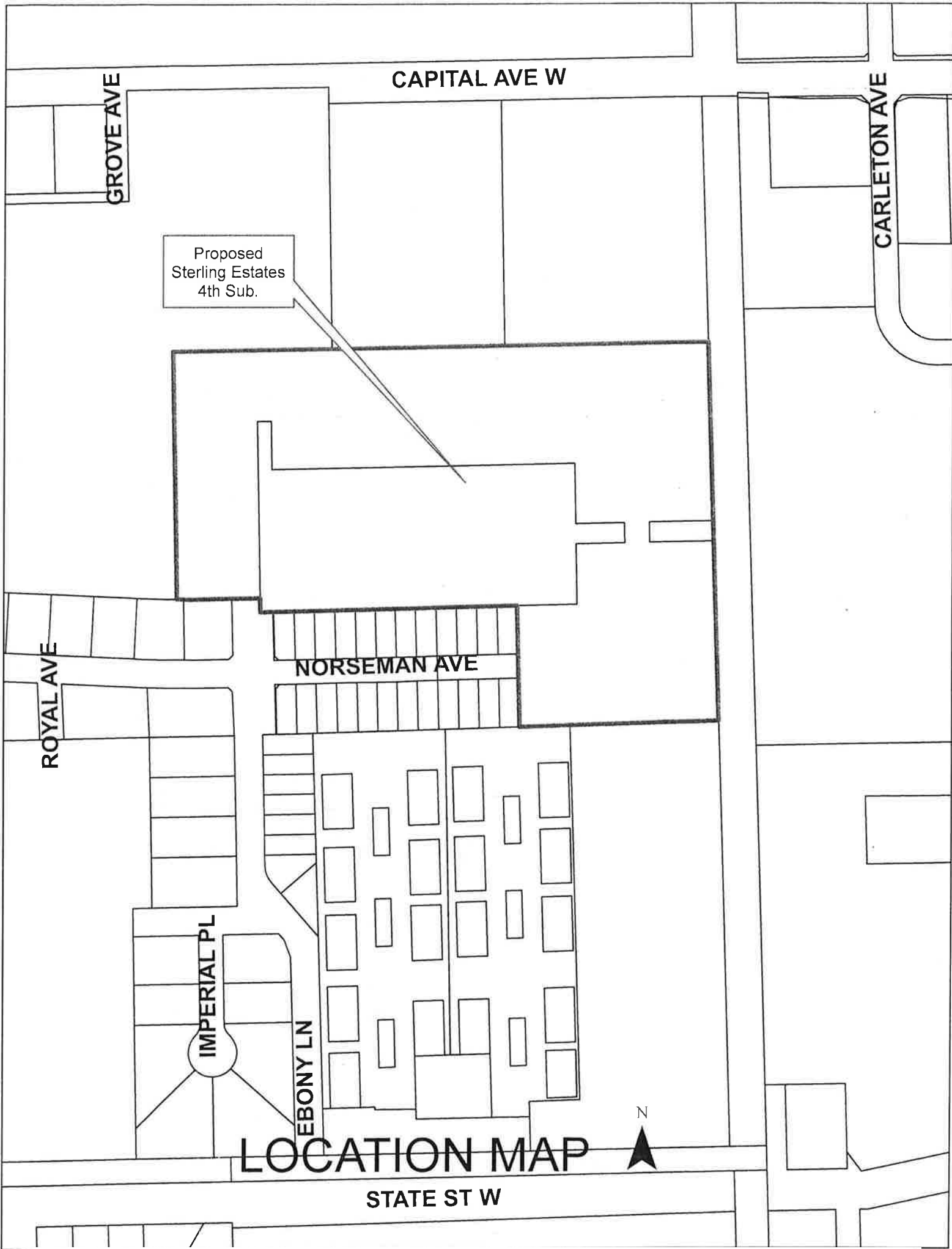
SECTION 7. After passage, approval and publication of this ordinance, without the plat, notice of the creation of said district shall be published in the Grand Island Independent, a legal newspaper published and of general circulation in said City, as provided by law.

Enacted: March 24, 2015

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



Proposed
Sterling Estates
4th Sub.

LOCATION MAP





City of Grand Island

Tuesday, March 24, 2015

Council Session

Item F-3

#9528 - Consideration of Request to Rezone Property Located at 3721 West Capital Avenue from RD Residential Development and R1 Suburban Residential to RD Residential Development (SB Communities, LLC)

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9528

An ordinance rezoning certain tracts of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land comprising all of Lot One (1) Sterling Estates Sixth Subdivision in the City of Grand Island, Hall County, Nebraska, from RD-Residential Development Zone and R1- Suburban Density Residential to RD-Residential Development Zone; directing the such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; amending the provisions of Section 36-44; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on March 4, 2015, held a public hearing and made a recommendation on the proposed zoning of such area; and

WHEREAS, notice as required by Section 19-923, R.R.S. 1943, has been given to the Board of Education of School District No. 2 in Hall County, Nebraska; and

WHEREAS, after public hearing on March 24, 2015, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned and reclassified and changed from RD-Residential Development Zone and R1- Suburban Density Residential to RD-Residential Development Zone:

all of Lot One (1) Sterling Estates Sixth Subdivision in the City of Grand Island, Hall County, Nebraska,

SECTION 2. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-44 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

Approved as to Form	☐ _____
March 20, 2015	☐ City Attorney

ORDINANCE NO. 9528 (Cont.)

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

Enacted: March 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 24, 2015

Council Session

Item F-4

#9529 - Consideration of Request to Rezone Property Located North of State Street and East of US Highway 281 from CD Commercial Development to Amended CD Commercial Development (EIG Grand Island, LLC)

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9529

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

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

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

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

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

Enacted: March 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, March 24, 2015

Council Session

Item F-5

#9530 – Consideration of Amending Chapter 29 of the Grand Island City Code Relative to Food Manager Permits

Staff Contact: Stacy Nonhof, Assistant City Attorney

Council Agenda Memo

From: Stacy R. Nonhof, Assistant City Attorney

Meeting: March 24, 2015

Subject: Amending Chapter 29 to add Certified Food Manager Permits

Item #'s: F-5

Presenter(s): Stacy R. Nonhof, Assistant City Attorney

Background

Periodically the Central District Health Department reviews the Nebraska Pure Food Act and any changes made to the Act. A new requirement for a Certified Food Manager is being requested by the Central District Health Department.

Discussion

Two new definitions are being added to Chapter 29 of City Code. They are Potentially Hazardous Food and State Fair Permit. Seven new sections are also being added to Chapter 29 regarding a Certified Food Manager and the permitting process, requirements and regulations for a Certified Food Manager. These provisions specify that any food establishment that serves potentially hazardous foods are required to have at least one certified food manager in a supervisory position. A Certified Food Manager has to show that they have completed an ANSI accredited food manager training course before a permit will be issued to them. These permits must be displayed in the establishment. Any employee that prepares and handles potentially hazardous food will have to show that they have successfully completed a food handler safety course that is approved by the Central District Health Department within 14 days of being hired by the establishment. The purpose of these changes is to ensure the safety of the public that eats food at an establishment that serves potentially hazardous food.

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 Ordinance amending Chapter 29 of City Code.

Sample Motion

Move to approve the Ordinance.

ORDINANCE NO. 9530

An ordinance to amend Chapter 296 of Grand Island City Code; to amend Section 29-2; and to add Sections 29-20 thru 29-26; to clarify and/or make general corrections to various code sections, to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 29-2; and Sections 29-20 thru 29-26 of the Grand Island City Code is hereby amended to read as follows:

CHAPTER 29 RESTAURANTS AND FOOD SERVICE

§29-2. Definitions

As used in this chapter, the following terms shall have the following meanings:

ANSI. American National Standards Institute.

Bakery. An establishment whose primary operation is the manufacture and sale of baked goods, i.e. donuts, cakes, and breads.

Cafeteria. A self-service establishment with little to no table service in an education institution.

Caterer. A person who transports ready to eat food from a permitted food service establishment to another location or building for service on a per event basis for hire, and does not include a temporary food service event.

Commissary. A food establishment where food, food containers, or food supplies are kept, handled, prepared, packaged, or stored for use in mobile food units, pushcarts, or vending machines.

Food Establishment. An operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption. The term does not include:

- (1) An establishment or vending machine operation that offers only prepackaged soft drinks, carbonated or noncarbonated, that do not contain a primary dairy product or dairy ingredient base or that contain less than fifteen percent natural fruit or vegetable juice; candy; chewing gum; potato or corn chips; pretzels; cheese puffs and curls; crackers; popped popcorn; nuts and edible seeds; and cookies, cake, pies, and other pastries, that are not potentially hazardous.
- (2) A produce stand that only offers whole, uncut fruits and vegetables.
- (3) A food processing plant.
- (4) A salvage operation.

Approved as to Form	☐ _____
March 20, 2015	☐ City Attorney

ORDINANCE NO. 9530 (Cont.)

(5) A private home where food is prepared or served for personal use, a small day care in the home, or a hunting lodge, guest ranch, or other operation where no more than ten paying guests eat meals in the home.

(6) A private home or other area where food that is not potentially hazardous is prepared: (a) for sale or service at a function as a religious, charitable, or fraternal organization's bake sale or similar function; or (b) for sale directly to the consumer at a farmers market if the consumer is informed by a clearly visible placard at the sale location that the food was prepared in a kitchen that is not subject to regulation and inspection by the regulatory authority.

(7) The location where food prepared by a caterer is served so long as the caterer only minimally handles the food at the serving location.

(8) A pharmacy as defined in Neb. Rev. Stat. §71-425 if the pharmacy only sells prepackaged pharmaceutical, medicinal, or health supplement foods that are not potentially hazardous or foods described in subsection (1) of this section.

Food Processing Plant. A commercial operation that manufactures, packages, labels, or stores food for human consumption and does not provide food directly to the consumer.

Licensed Beverage Establishment. An establishment that serves alcoholic beverages and may or may not provide limited food service, e.g. frozen prepackaged sandwiches, frozen pizza, hot dogs, popcorn. Any item not requiring preparation on site.

Limited Food Service Establishment. An establishment that serves or otherwise provides only snack items or commercially prepared and wrapped foods that require little or no preparation.

Mobile Food Unit or Pushcart. A vehicle mounted food establishment designed to be readily movable that returns to a commissary daily for clean-up and service, unless self-contained.

Nonprofit Organization. An organization holding a certificate of federal tax exemption under Section 501 of the Internal Revenue Code or an organization that conducts its major activities for charitable or community betterment purposes.

Potentially Hazardous food. A food that requires time/temperature control for safety to limit pathogenic microorganism growth or toxic formation.

Retail Food Store. Any store, location or place of business occupied or used for the sale at retail to the public of groceries, fruits, vegetables, materials for human consumption or articles ordinarily and commonly sold from a grocery, fruit or vegetable store or stand not coming within the definition of the term "restaurant," the term "milk," the term "frozen dessert," or the term "meat."

ORDINANCE NO. 9530 (Cont.)

Seasonal Food Service. The act of selling or offering for sale food items on a seasonal basis, for a period of six months or less, at a concession stand, hot dog stand, ice cream truck, etc.

Separate Facility: Additional facility types operating within the scope of a permitted establishment.

State Fair Permit: A facility that is operating as a food establishment on the grounds of the Nebraska State Fair during the time frame of the Nebraska State Fair.

Temporary Food Establishment. A food establishment that operates for a period of no more than three (3) consecutive days in conjunction with a single event or celebration.

§29-20. Certified Food Manager

All licensed food establishments that serve potentially hazardous food are required to have at least one (1) certified food manager per facility who shall be in a supervisory position. A certified food manager shall be present a majority of the time during operating hours. Establishments that are exempt from having a certified food safety manager include:

- (1) Facilities holding a drink only permit.
- (2) Limited food service operations.
- (3) Retail food facilities.
- (4) Temporary food establishments.
- (5) Facilities with a State Fair permit.

§29-21. Certified Food Manager Permit; Application and Requirements

An application for a food manager permit shall be submitted to the Health Department on a form provided by the Department. Each application shall include:

- (1) The applicant's full name, date of birth, current mailing address, and telephone;
- (2) The signature of the applicant;
- (3) Verification of successfully completing an ANSI accredited food manager training course;
- (4) Appropriate application fee as adopted by the board of health.
- (5) Such other pertinent information as requested on form.

§29-22. Certified Food Manager Permit; Issuance

The Health Department shall review the application, and based on requirements in Grand Island City code 29-21, issue or deny the permit within a reasonable time not to exceed 30 days.

§29-23. Certified Food Manager Permit; Term

A food manager permit shall be valid for 3 years after the date of issuance.

§29-24. Certification Non-Transferable

A food manager certificate is not transferable from one (1) person to another person. A certified manager may not act in said capacity for more than one (1) establishment or location at the same time.

ORDINANCE NO. 9530 (Cont.)

§29-25. Proof of Certification

Each certified food manager shall display the certificate in a prominent location in the establishment.

§29-26. Certified Food Handler

All employees of a permitted food establishment that prepare and handle potentially hazardous food shall have successfully completed a food handler safety course approved by the Central District Health Department within 14 calendar days of hire. Establishments that are exempt from having a certified food handler include:

- (1) Facilities holding a drink only permit.
- (2) Limited food service operations.
- (3) Retail food facilities.
- (4) Temporary food establishments.
- (5) Facilities with a State Fair permit.

SECTION 2. Any ordinance or parts of ordinances in conflict herewith be, and hereby are, repealed.

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

Enacted: March 24, 2015.

Jeremy Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 24, 2015

Council Session

Item F-6

#9531 – Consideration of Amending Chapter 5 of the Grand Island City Code Relative to Animal Auctions

Staff Contact: Stacy Nonhof, Assistant City Attorney

Council Agenda Memo

From: Stacy R. Nonhof, Assistant City Attorney

Meeting: March 24, 2015

Subject: Amending Chapter 5 of City Code Exempt the State Fair and Prohibit Auctioning of Dogs and Cats

Item #'s: F-6

Presenter(s): Stacy R. Nonhof, Assistant City Attorney

Background

An article in the *Grand Island Independent* regarding a fundraising auction by Grand Island Central Catholic raised the issue of whether or not dogs and cats should be allowed as auction items. During a discussion of bee keeping in the city limits, the question of exempting the State Fair and Central Community College from the provisions of Chapter 5 of City Code was raised. The Animal Advisory Board has met multiple times and has declared that the State Fair and Central Community College should be exempt from the provisions of Chapter 5 of City Code and that dogs and cats should not be allowed as auction items. What is being presented tonight are the changes approved by the Animal Advisory Board.

Discussion

The Animal Advisory Board has voted to exempt the State Fair and post-secondary educational institutions from the provisions of Chapter 5 of City Code and to prohibit the auctioning of dogs and cats. This proposed ordinance is the result of discussions and public meetings on these issues. By a unanimous vote, the Animal Advisory Board has approved this ordinance.

This ordinance specifically exempts the State Fair and any post-secondary educational institution from the provisions of Chapter 5 of City Code. The purpose of doing this is to allow the State Fair to bring in exhibits that may otherwise be illegal under City Code. For post-secondary institutions, such as Central Community College, this exemptions allows them to offer classes on topics that may otherwise be prohibited by City Code.

This ordinance adds a provision to City Code that now specifically prohibits any group, educational institution, corporation, partnership, corporation or any other legal entity

from offering a dog or cat as an item in an auction to raise funds. The discussion at the Animal Advisory Board regarding this topic centered on preventing people from bidding on an animal that they ultimately do not want and then having that animal abused, neglected, abandoned or turned over to the Humane Society.

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

The Animal Advisory Board recommends that the Council approve the Ordinance amending Chapter 5 of City Code.

Sample Motion

Move to approve the Ordinance.

ORDINANCE NO. 9531

An ordinance to amend Chapter 5 of Grand Island City Code; to amend Section 5-4; and to add Section 5-7.2; to clarify and/or make general corrections to various code sections, to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 5-4 and Section 5-7.2 of the Grand Island City Code is hereby amended to read as follows:

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

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

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

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

(D) This Chapter shall not apply to:

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

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

(3) Research activity carried on by any research facility currently meeting the standards of the federal Animal Welfare Act, 7 U.S.C. 2131 et seq., as such act existed on January 1, 2003;

(4) Commonly accepted practices of hunting, fishing, or trapping;

(5) Commonly accepted practices occurring in conjunction with rodeos, animal racing, or pulling contests;

(6) Humane killing of an animal by the owner or by his or her agent or a veterinarian upon the owner's request;

(7) Commonly accepted practices of animal husbandry with respect to farm animals and commercial livestock operations, including their transport from one location to another and nonnegligent actions taken by personnel or agents of the Nebraska Department of Agriculture or the United States Department of Agriculture in the performance of duties prescribed by law;

Approved as to Form	☐ _____
March 20, 2015	☐ City Attorney

ORDINANCE NO. 9531 (Cont.)

(8) Use of reasonable force against an animal, other than a police animal, which is working, including killing, capture, or restraint, if the animal is outside the owned or rented property of its owner or custodian and is injuring or posing an immediate threat to any person or other animal;

(9) Killing of house or garden pests;

(10) Commonly followed practices occurring in conjunction with the slaughter of animals for food or byproducts; and

(11) Commonly accepted animal training practices;

(12) The Nebraska State Fair; and

(13) Post-secondary educational institutions.

§5-7.2. Auctioning of Domestic Canines and Felines.

No person, partnership, corporation, group, educational institution, or any other legal entity shall offer domestic canines or felines as items for bid in an auction to raise funds for said person, partnership, corporation, group, educational institution, or any other legal entity.

SECTION 2. Any ordinance or parts of ordinances in conflict herewith be, and hereby are, repealed.

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

Enacted: March 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 24, 2015

Council Session

Item G-1

Approving Minutes of March 10, 2015 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

March 10, 2015

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on March 10, 2015. Notice of the meeting was given in *The Grand Island Independent* on March 4, 2015.

Mayor Jeremy L. Jensen called the meeting to order at 7:00 p.m. The following City Council members were present: Mitch Nickerson, Mark Stelk, Jeremy Jones, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, Roger Steele, and Mike Paulick. Councilmembers Chuck Haase and Julie Hehnke were absent. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Interim Finance Director William Clingman, City Attorney Robert Sivick, and Public Works Director John Collins.

INVOCATION was given by Pastor Caroline Price-Gibson, First Presbyterian Church, 2103 West Anna Street followed by the PLEDGE OF ALLEGIANCE.

Mayor Jensen introduced Community Youth Council members Kennedy Martinez and Regan Dimmitt.

PUBLIC HEARINGS:

Public Hearing on Request from Hollywood's LLC dba The Filling Station, 217 East Stolley Park Road, Suite N for a Class "CK" Liquor License. City Clerk RaNae Edwards reported that an application for a Class "CK" Liquor License had been received from Hollywood's LLC dba The Filling Station, 217 East Stolley Park Road, Suite N. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on February 11, 2015; notice to the general public of date, time, and place of hearing published on February 28, 2015; notice to the applicant of date, time, and place of hearing mailed on February 20, 2015; along with Chapter 4 of the City Code. Staff recommended denial based on the Police Department report and not qualifying under Nebraska State Statute 53-132 (a), (b), and (c). Steve Dowding, attorney for the applicant spoke in support. No further public testimony was heard.

ORDINANCES:

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

#9525 - Consideration of Approving Ordinance Transferring Community Development Division from Finance to Planning Department

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 second reading and then upon final passage and call for a roll call vote on each reading and then upon final passage."

Councilmember Nickerson seconded the motion. Upon roll call vote, all voted aye. Motion adopted.

City Administrator Marlan Ferguson reported that in 2011 the Community Development Division was transferred from the Planning Department to the Finance Department. It was recommended that the best way to manage the Community Development Division and provide its services to the community would be to return the Community Development Division to the Planning Department.

Motion by Donaldson, second by Paulick to approve Ordinance #9525.

City Clerk: Ordinance #9525 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 #9525 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9525 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda item G-8 (#2015-67) was pulled for further discussion. Motion by Paulick, second by Stelk to approve the Consent Agenda excluding item G-8. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of February 24, 2015 City Council Regular Meeting.

Receipt of Official Document – Tort Claim filed by Dr. Stacy Van Horn.

#2015-62 - Approving Final Plat and Subdivision Agreement for Heins Subdivision. It was noted that Patricia Lynn Rut, owner, had submitted the Final Plat and Subdivision Agreement for Heins Subdivision for the purpose of creating 1 lot located east of Gunbarrel Road and south of “E” Road, containing .754 acres.

#2015-63 - Approving Final Plat and Subdivision Agreement for Bill Baasch Acres Subdivision. It was noted that William H. Baasch, owner, had submitted the Final Plat and Subdivision Agreement for Bill Baasch Acres Subdivision for the purpose of creating 2 lots located north of US Highway 34 and south and east of Blaine Street, containing 4.825 acres.

#2015-64 - Approving an Amendment to the Subdivision Agreement for Meadowlark West Fourth Subdivision. It was noted that this property was located on the west side of Webb Road north of Baristas and would allow access from Webb Road.

#2015-65 - Approving Bid Award for Circulation Water Pump Repair 1A at Platte Generating Station with Brimhall Industrial, Inc. of Monte Vista, CO in an Amount of \$71,837.47.

#2015-66 - Approving Change Order #3 for Water Treatment System for Air Quality Control Project at Platte Generating Station with AMEC of Tucker, GA for an Increase of \$870,309.37 and a Revised Contract Amount of \$43,010,551.37.

#2015-67 - Approving Agreement with Olsson Associates of Grand Island, NE for the Grand Island Area Metropolitan Planning Organization (GIAMPO) Long Range Transportation Plan. City Share in an Amount of \$377,747.66. Public Works Director John Collins answered questions regarding the process and that this would create a traffic model. Life of the project would be for many years.

Motion by Nickerson, second by Minton to approve Resolution #2015-67. Upon roll call vote, all voted aye. Motion adopted.

#2015-68 - Approving Authorizing Clean Water State Revolving Fund (CWSRF) Loans.

#2015-69 - Approving Amendment No. 1 to Agreement for Design Services for Kaufmann-Cummings Park from Kinghorn Horticulture Services, Inc. to Vireo of Omaha, NE in an Amount of \$22,500.00 and a Revised Project Cost of \$31,500.00.

RESOLUTIONS:

#2015-70 - Consideration of Request from Hollywood's LLC dba The Filling Station, 217 East Stolley Park Road, Suite N for a Class "CK" Liquor License and Liquor Manager Designation for Tyson Juhl, 1314 Marshall Street, Wood River, NE. This item related to the aforementioned Public Hearing. Discussion was held regarding the current license held by Mr. Juhl which was in Wood River. Explained was the process of sending the Councils recommendation to the Liquor Control Commission who would make the final decision.

Motion by Donaldson, second by Jones to deny Resolution #2015-70 based upon the Police Department report and not qualifying under Nebraska State Statute 53-132 (a), (b), and (c). Upon roll call vote, Councilmembers Fitzke, Donaldson, Jones, Stelk, and Nickerson voted aye. Councilmembers Paulick, Steele, and Minton voted no. Mayor Jensen cast the 6th and deciding vote to deny. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Fitzke, second by Donaldson to approve the Claims for the period of February 25, 2015 through March 10, 2015, for a total amount of \$3,760,298.36. Unanimously approved.

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

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, March 24, 2015

Council Session

Item G-2

Approving Minutes of March 17, 2015 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

March 17, 2015

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on March 17, 2015. Notice of the meeting was given in the *Grand Island Independent* on March 11, 2015.

Mayor Jeremy L. Jensen called the meeting to order at 7:00 p.m. The following Councilmembers were present: Mitch Nickerson, Mark Stelk, Jeremy Jones, Chuck Haase, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, Roger Steele, and Mike Paulick. Councilmember Julie Hehnke was absent. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Interim Finance Director William Clingman, Assistant City Attorney Stacy Nonhof, and Public Works Director John Collins.

INVOCATION was given by Community Youth Council member Mari Paramo followed by the PLEDGE OF ALLEGIANCE.

Mayor Jensen introduced Community Youth Council members Ruth Palma and Mari Paramo along with board member Maria Lopez.

PRESENTATIONS:

Presentation of Grand Island Area Metropolitan Planning Organization (GIAMPO) Long Range Transportation Plan. Public Works Director John Collins introduced Clyde Prem representative from Olsson Associates who presented a PowerPoint on the GIAMPO Long Range Transportation Plan.

The MPO is a federally mandated policy-making and planning body. Federal law requires a regional, coordinated process for transportation planning. Long range and short range plans must reflect investments that support regional and national goals.

MPO does a Multi-Modal Transportation Plan through planning and implementation. The Long Range Plan was for a transportation plan with investments to improve the condition and performance of the transportation system. The draft plan was due late February, 2016. Public involvement would be sought through-out the process.

Plan elements included: streets and highways, bicycle and pedestrian travel, movement of freight, aviation, rail crossings, safety, and technology.

The Long Range Plan looks at transportation needs over the next 25 years and has a financial component of the project – estimate costs and revenues available. The plan will develop goals and use the goals to prioritize projects along with building the technical tools to achieve these items.

Triveece Pendelton representing Vireo explained the public engagement of the project. The following four community engagements were mentioned: outcomes, measures, scenarios, and priorities. She commented on the importance of community involvement with this project. The first step was to create a public involvement plan. An online survey would be done in the beginning followed by an outcomes workshop.

Regional Planning Director Chad Nabity answered questions regarding any other plans the city might have done in the past. He stated South Locust Street corridor after the tornados in 1980 was an example along with the South Locust Street exit interchange. The MPO plan would be adjusted every 5 years.

Mr. Prem stated this would be a computer based model with the input of population and employment, information on travel characteristics, and roadway network. The output would be a model produced traffic volume forecasts. This travel model would attempt to replicate human driver's trip making decisions through the use of mathematics.

Areas the model would look at were railroad, transit, bicycle & pedestrian, freight and aviation. The next steps would be to hold a public input meeting in May, obtain data, existing conditions analysis, and model development.

Quiet zone areas were mentioned along with noise walls.

Presentation on Capital Improvement Program Budgeting and Funding. Public Works Director John Collins reported that the current practice was to budget capital improvement program (CIP) funds each year, rather than with each project which may take multiple years to design and construct. City staff would like to establish a dedicated CIP fund with payments set to the fund each budget year to allow funds to remain in the account until moved to a specific project.

Mr. Collins explained the difference between operating funds and capital funds. Operating funds could be used for any purpose and persist through the fiscal year. Capital funds could only be used for capital assets and persist through the life of the project. He stated many capital projects took more than 1 fiscal year to complete with the design and construction time dependent on factors outside of the City's control. Also mentioned was that budgeting occurred in the middle of construction season. Consequently, projects were cancelled or delayed and significant effort by the Public Works and Finance staff were spent estimating expenses repeatedly through the construction season. This also caused frequent budget adjustments.

Interim Finance Director William Clingman explained the dedicated Capital Program Account. It was recommended that the City establish a dedicated Capital Program Account. This account would be funded with the budget each year with the funds to remain in the account until spent on an approved project. The amount transferred for the Capital Program would be approved by Council each year. All projects would be approved on a contract by contract basis.

Discussion was held on where the funding would come from to be put into this account. Mr. Clingman stated this would be decided during the budget process. Some of the funds would be

from the State with the bulk of the money coming from gas tax. City Administrator Marlan Ferguson stated he wanted to tie this in to the MPO as it would bring in more federal dollars.

ADJOURNMENT: The meeting was adjourned at 8:03 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, March 24, 2015

Council Session

Item G-3

#2015-71 - Approving Preliminary and Final Plat and Subdivision Agreement for Sterling Estates 6th Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: March 24, 2015
Subject: Sterling Estates 6th Subdivision – Final Plat
Item #'s: G-3
Presenter(s): Chad Nabity AICP, Regional Planning Director

Background

This property is located south of Capital Ave and west of US Hwy 281, in the City of Grand Island, Nebraska. Consisting of (1 Lot) and 7.58 acres.

Discussion

The plat for Sterling Estates 6th Subdivision Plat was considered by the Regional Planning Commission at the March 4, 2015 meeting.

A motion was made by Bredthauer and seconded by Huismann to approve the plat as presented.

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

Alternatives

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

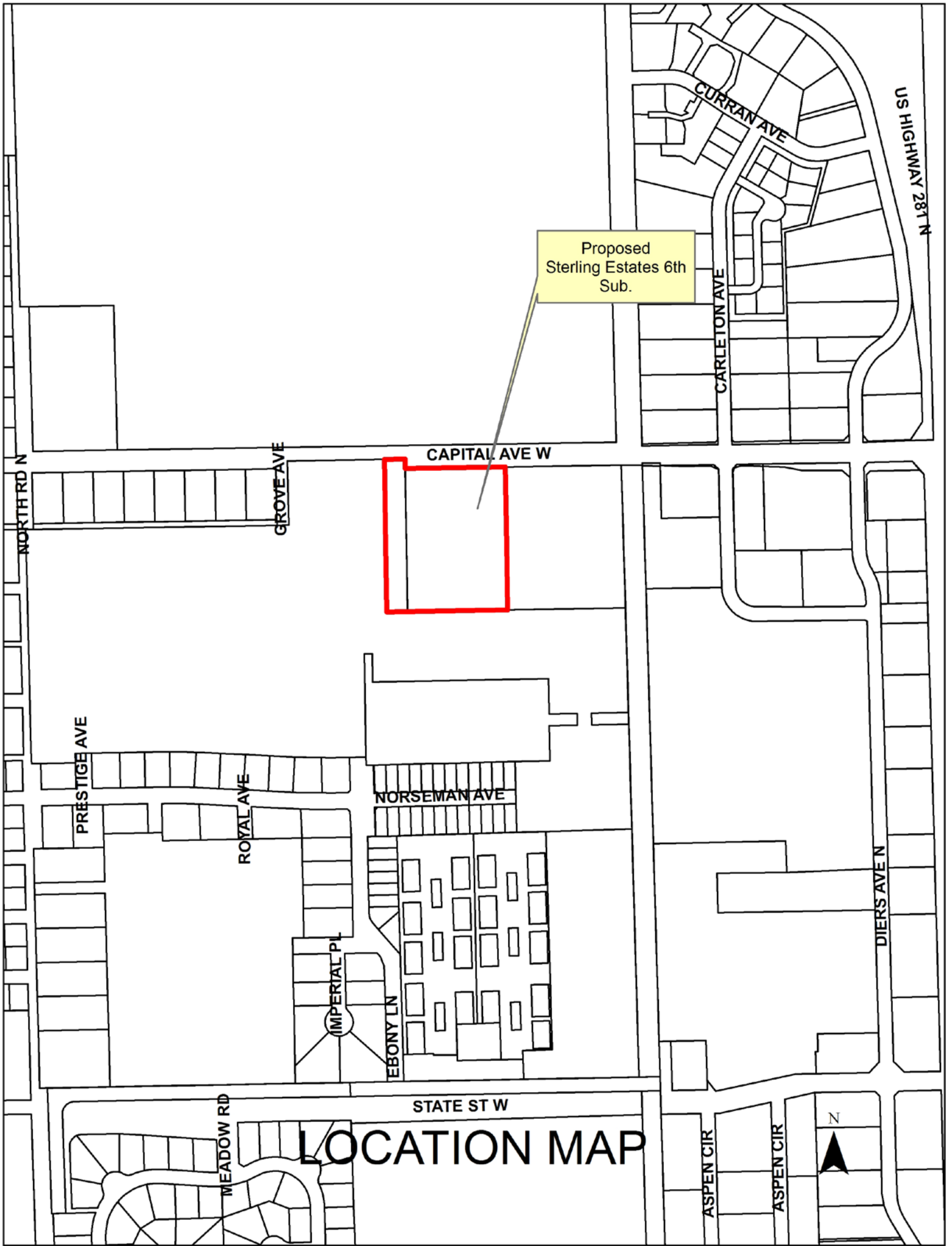
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve as recommended.



Proposed
Sterling Estates 6th
Sub.

LOCATION MAP

SB Communities
Developer/Owner

SB Communities
8712 W Dodge Rd., Suite 400
Omaha NE 68114

To create 1 lot located south of Capital Ave and west of US Hwy 281, in the City of Grand Island, in Hall County, Nebraska.

Size: 20 acres

Zoning: RD Zone

Road Access: City roads available

Water Public: City water will be available

Sewer Public: City sewer available.



February 18, 2015

Dear Members of the Board:

RE: Preliminary Plat & Final Plat – Sterling Estates 6th Subdivision.

For reasons of Section 19-923 Revised Statutes of Nebraska, as amended, there is herewith submitted a final plat of Sterling Estates 6th Subdivision, located in the City of Grand Island, in Hall County Nebraska.

This final plat proposes to create 1 lot, on a tract of land consisting of Lot 2 of Sterling Estates Second Subdivision and a part of the Northwest Quarter (NW1/4) of Section 12, Township 11 North, Range 10 West of the 6th P.M. in the City of Grand Island, Hall County, Nebraska, said tract containing 7.28 acres.

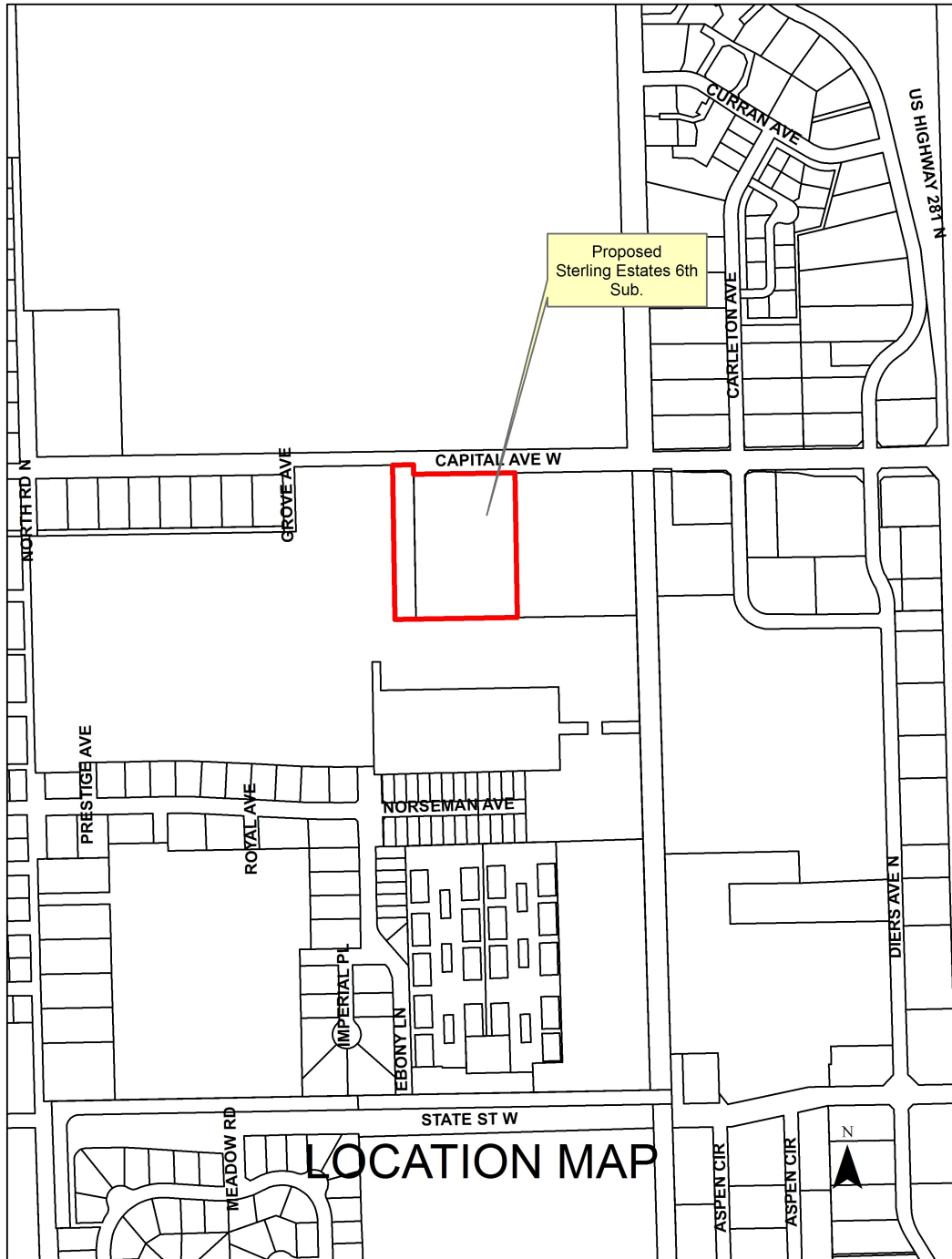
You are hereby notified that the Regional Planning Commission will consider this final plat at the next meeting that will be held at 6:00 p.m. on March 4, 2015 in the Council Chambers located in Grand Island's City Hall.

Sincerely,

Chad Nabity, AICP
Planning Director

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

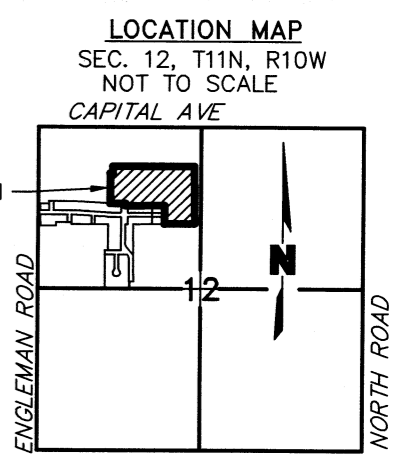
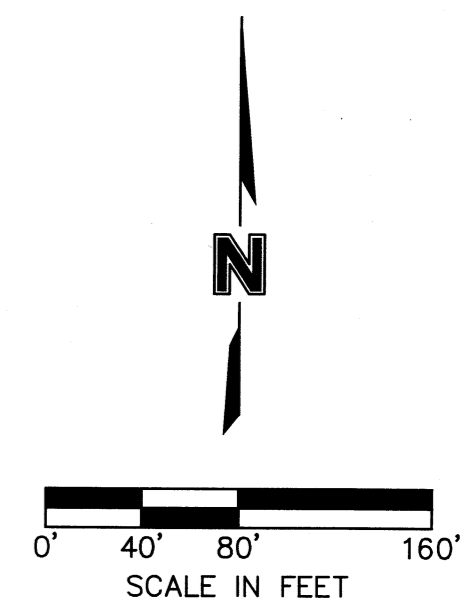
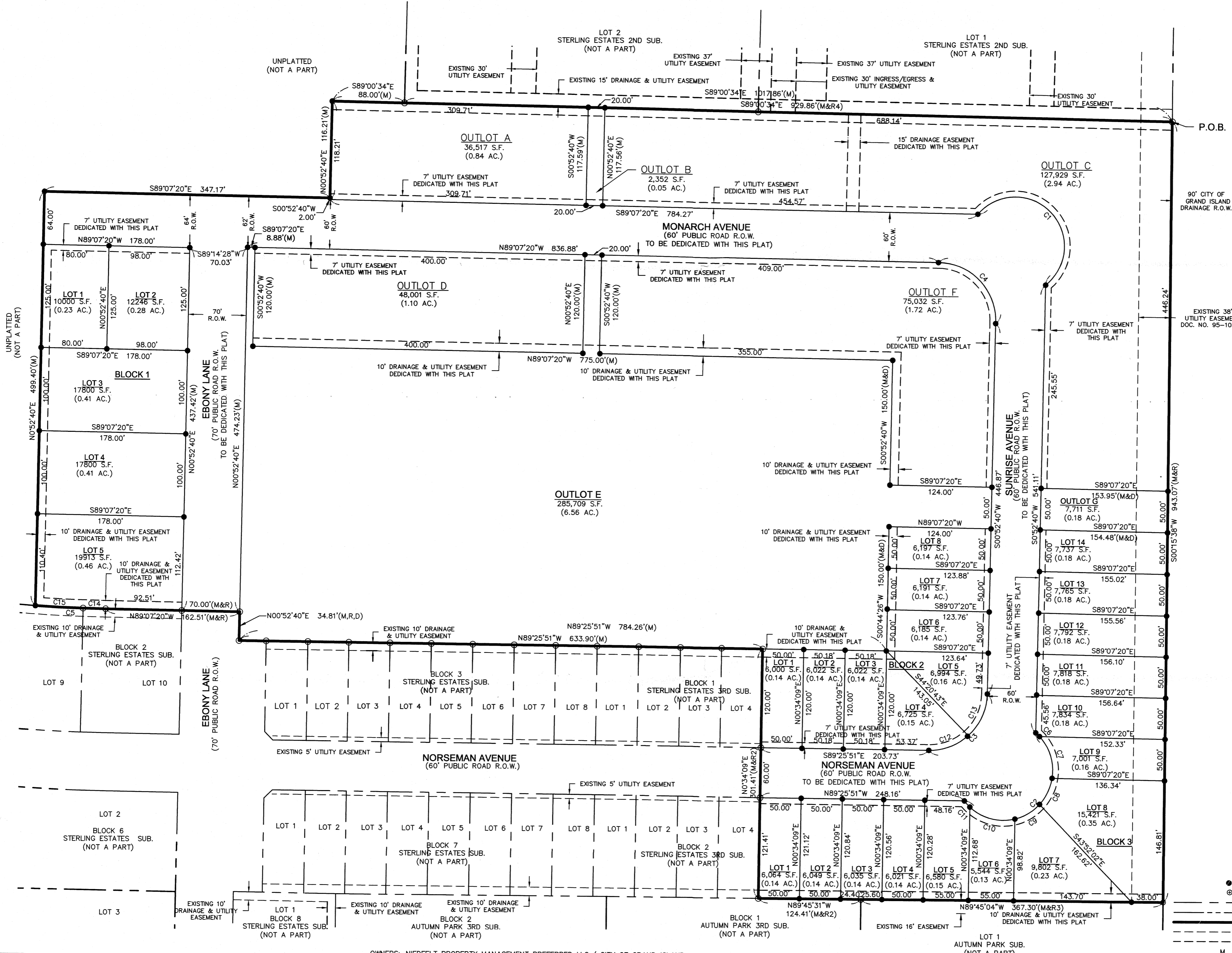
This letter was sent to the following School Districts 1R, 2, 3, 19, 82, 83, 100, 126.



STERLING ESTATES FOURTH SUBDIVISION

IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

FINAL PLAT



- LEGEND**
- SET CORNER (5/8"x24" REBAR W/CAP)
 - ⊙ FOUND CORNER (5/8" REBAR W/CAP)
 - SECTION LINE
 - - - EXISTING PROPERTY LINE
 - PROPERTY LINE
 - - - EXISTING EASEMENT LINE
 - - - EASEMENT LINE TO BE DEDICATED WITH THIS PLAT
 - M MEASURED DISTANCE
 - R RECORDED DISTANCE STERLING ESTATES SUB.
 - R2 RECORDED DISTANCE STERLING ESTATES THIRD SUB.
 - R3 RECORDED DISTANCE AUTUMN PARK SUB.
 - R4 RECORDED DISTANCE STERLING ESTATES SECOND SUB.
 - D RECORDED DISTANCE DOC. NO. 0200905078

DWG: F:\projects\014-1966\SRVY\Final_Plat\Sterling Estates 4th Sub_rev2.dwg
 DATE: Feb 12, 2015 9:40am
 USER: iwhetler
 XREFS: 014-1966_ROW

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

PROJECT NO. 2014-1966
NIEDFELT SURVEY
FB

OWNERS: NIEDFELT PROPERTY MANAGEMENT PREFERRED LLC./ CITY OF GRAND ISLAND
 SUBDIVIDER: NIEDFELT PROPERTY MANAGEMENT PREFERRED LLC./ CITY OF GRAND ISLAND
 SURVEYOR: OLSSON ASSOCIATES
 ENGINEER: OLSSON ASSOCIATES
 NUMBER OF LOTS: 78

SHEET 1 OF 2

RESOLUTION 2015-71

WHEREAS SB Communities LLC, A Nebraska Limited Liability Company, being the owner of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as "STERLING ESTATES SIXTH SUBDIVISION", to be laid out into 1 Lot, on a Tract of Land Consisting of Lot 2 Sterling Estates Second Subdivision and a part of the Northwest Quarter (NW1/4) of Section Twelve (12), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska, and has caused a plat thereof to be acknowledged by it; and

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 20, 2015	☐ City Attorney



City of Grand Island

Tuesday, March 24, 2015

Council Session

Item G-4

**#2015-72 - Approving Temporary Construction Easement for Hall
County Sanitary Sewer District 2 (SID 2) [Bockmann]**

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: March 24, 2015

Subject: Approving Temporary Construction Easement for Hall County Sanitary Sewer District 2 (SID 2) [Bockmann]

Item #'s: G-4

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

Background

At the January 4, 2011 Study Session the City Council was informed of an interest by businesses along US Highway 281 near the Interstate 80 interchange about extending City sanitary sewer to serve their property.

On January 11, 2011 City Council approved Mayor Vavricek to sign a "Letter of Intent" to the Nebraska Department of Environmental Quality declaring the City's willingness to negotiate a public/private project with these businesses to extend City sanitary sewer south along US Highway 281.

The May 17, 2011 Study Session provided an update to the City Council regarding several meetings that were conducted between the City and the interested parties.

On September 27, 2011 City Council approved Sanitary Sewer District No. 528 in the Wildwood Subdivision. This district provided support for the sanitary sewer extension south along US Highway 281 to Interstate 80.

The sanitary sewer extension south along US Highway 281 to Interstate 80 will help to foster growth of the City towards the interstate and provide for future development.

Discussion

A temporary easement is necessary from one property owner for construction of Hall County Sanitary Sewer Improvement District 2 (SID 2) to be completed, which must be approved by City Council. A sketch is attached to show the temporary construction easement area.

This project is funded by the State Revolving Funds (SRF) Project # is C317867.

All documents have been signed and returned by the property owner. Authorization of the document and payment to the property owner of \$200.00 is contingent upon City Council approval.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Temporary Construction Easement Agreement between the City of Grand Island, Public Works Department and the affected property owner for Hall County Sanitary Sewer Improvement District 2 (SID 2), in the amount of \$200.00.

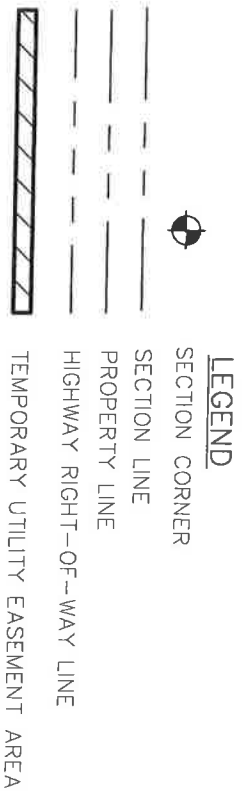
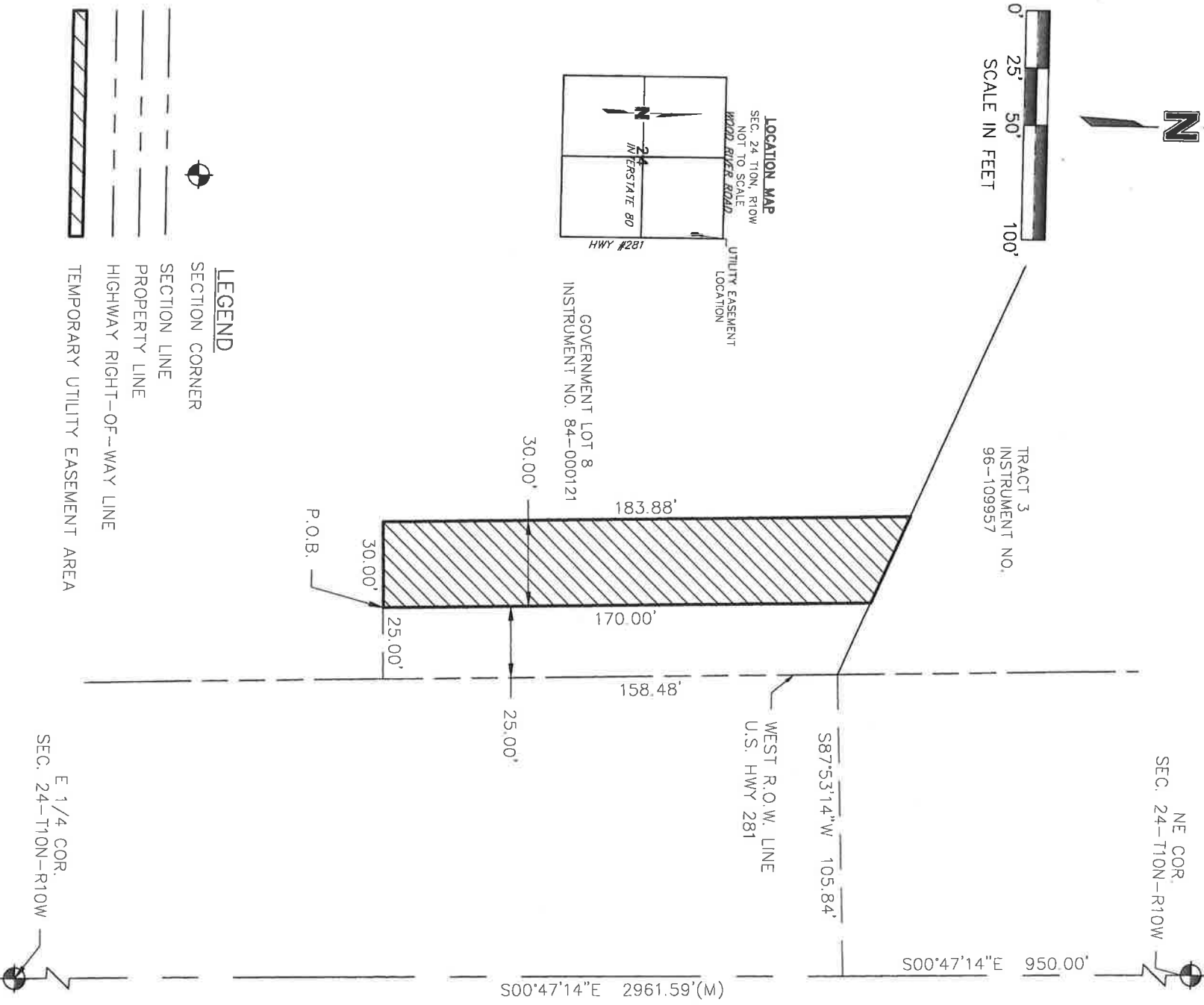
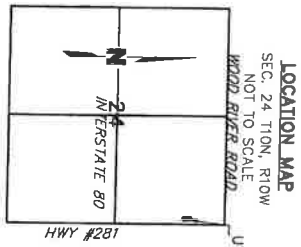
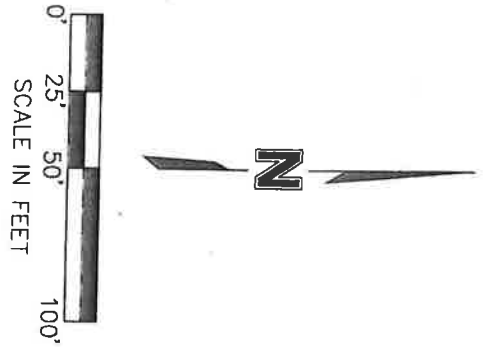
Sample Motion

Move to approve the temporary construction easement.

TEMPORARY UTILITY EASEMENT

HALL COUNTY, NEBRASKA

EXHIBIT "A"



TEMPORARY UTILITY EASEMENT DESCRIPTION

A TEMPORARY UTILITY EASEMENT LOCATED IN PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP TEN (10) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE ON AN ASSUMED BEARING OF S00°47'14"E, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 950.00 FEET; THENCE S87°53'14"W A DISTANCE OF 105.84 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281 AND THE SOUTHEAST CORNER OF TRACT THREE RECORDED IN INSTRUMENT NO. 96-109957, HALL COUNTY REGISTER OF DEEDS, GRAND ISLAND, NEBRASKA; THENCE SOUTHERLY ALONG THE RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281 A DISTANCE OF 158.48 FEET; THENCE WESTERLY PERPENDICULAR TO SAID THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281 A DISTANCE OF 25.00 FEET; THENCE WESTERLY PERPENDICULAR TO SAID WEST PERPENDICULAR TO SAID WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281, A DISTANCE OF 30.00 FEET; THENCE CONTINUING WESTERLY, A LINE PARALLEL TO AND 55.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281 TO THE SOUTH LINE OF TRACT THREE, INSTRUMENT NO. 96-109957; THENCE ALONG SAID SOUTH LINE OF TRACT THREE TO THE INTERSECTION OF A LINE PARALLEL TO AND 25.00 FEET WEST OF SAID WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281; THENCE SOUTHERLY, ALONG SAID LINE PARALLEL TO BEGINNING, SAID TEMPORARY UTILITY EASEMENT CONTAINS AN APPROXIMATE AREA OF 5,308 SQUARE FEET OR 0.12 ACRES MORE OR LESS.

PROJECT NO: 2012-1864
 DRAWN BY: LJW
 DATE: 02/09/2015

U.S. HIGHWAY 281
UTILITY EASEMENTS

MOLSSON
 ASSOCIATES

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

EXHIBIT
4

RESOLUTION 2015-72

WHEREAS, a temporary construction easement is required by the City of Grand Island, from Dale L. Bockmann, in the Hall County Sanitary Sewer District 2 (SID 2) project area:

Tract No	Owner	Legal	Total
3	Dale L. Bockmann	A TEMPORARY UTILITY EASEMENT LOCATED IN PART OF THE NORTHEAST QUARTER (NE ¼) OF SECTION TWENTY-FOUR (24), TOWNSHIP TEN (10) NORTH, RANGE TEN (10) WEST OF THE 6 TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE ON AN ASSUMED BEARING OF S00°47'14"E, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 950.00 FEET; THENCE S87°53'14"W A DISTANCE OF 105.84 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281 AND THE SOUTHEAST CORNER OF TRACT THREE RECORDED IN INSTRUMENT NO. 96-109957, HALL COUNTY REGISTER OF DEEDS, GRAND ISLAND, NEBRASKA; THENCE SOUTHERLY ALONG THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281 A DISTANCE OF 158.48 FEET; THENCE WESTERLY PERPENDICULAR TO SAID WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281 A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WESTERLY, PERPENDICULAR TO SAID WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281, A DISTANCE OF 30.00 FEET; THENCE NORTHERLY ALONG A LINE PARALLEL TO AND 55.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281 TO THE SOUTH LINE OF TRACT THREE, INSTRUMENT NO. 96-109957; THENCE ALONG SAID SOUTH LINE OF TRACT THREE TO THE INTERSECTION OF A LINE PARALLEL TO AND 25.00 WEST OF SAID WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281; THENCE SOUTHERLY, ALONG SAID LINE PARALLEL TO AND 25.00 FEET WEST OF SAID WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281, A DISTANCE OF 170.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS AN APPROXIMATE AREA OF 5,308 SQUARE FEET OR 0.12 ACRES MORE OR LESS.	\$200.00
TOTAL			\$200.00

WHEREAS, an Agreement for the Temporary Construction easement has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement for the Temporary Construction easements on the above described tract of land, in the amount of \$200.00.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____ March 20, 2015 ✕ City Attorney



City of Grand Island

Tuesday, March 24, 2015

Council Session

Item G-5

#2015-73 - Approving Amendment No. 1 to Agreement for Engineering Consulting Services Related to Westgate Road Paving District No. 1261; North Road to Copper Road

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: March 24, 2015

Subject: Approving Amendment No. 1 to Agreement for Engineering Consulting Services Related to Westgate Road Paving District No. 1261; North Road to Copper Road

Item #'s: G-5

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

Background

All agreements must be approved by the City Council.

On July 23, 2013, by Resolution No. 2013-245 the City entered into an agreement with Olsson Associates of Grand Island, Nebraska for construction engineering services for Westgate Road Paving District No. 1261; North Road to Copper Road, in the amount of \$71,870.00.

Discussion

The original agreement with Olsson Associates is now being supplemented to allow for further construction engineering services. With The Diamond Engineering Company's (contractor) request for a time extension to complete such work and the need for additional staking due to the contractors phasing of the project, it is necessary for the engineering firm to put in additional hours to complete their inspections.

Several factors delayed completion of the project; including inclement weather and conflict with water main.

The water main conflict was identified and plans to adjust it were in place prior to bidding the project. After construction began the Utility Water Division notified the Public Works Engineering Division that the water main could not be lowered until after October 1st. The delay is due to peak water demands during the summer months and the close proximity of the reservoir, which is a critical part of the network for water supply to southern Grand Island.

The increase in cost for Amendment No. 1 is \$15,500.00, for a revised agreement of \$87,370.00.

It is anticipated that construction will be completed Spring 2015.

Alternatives

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

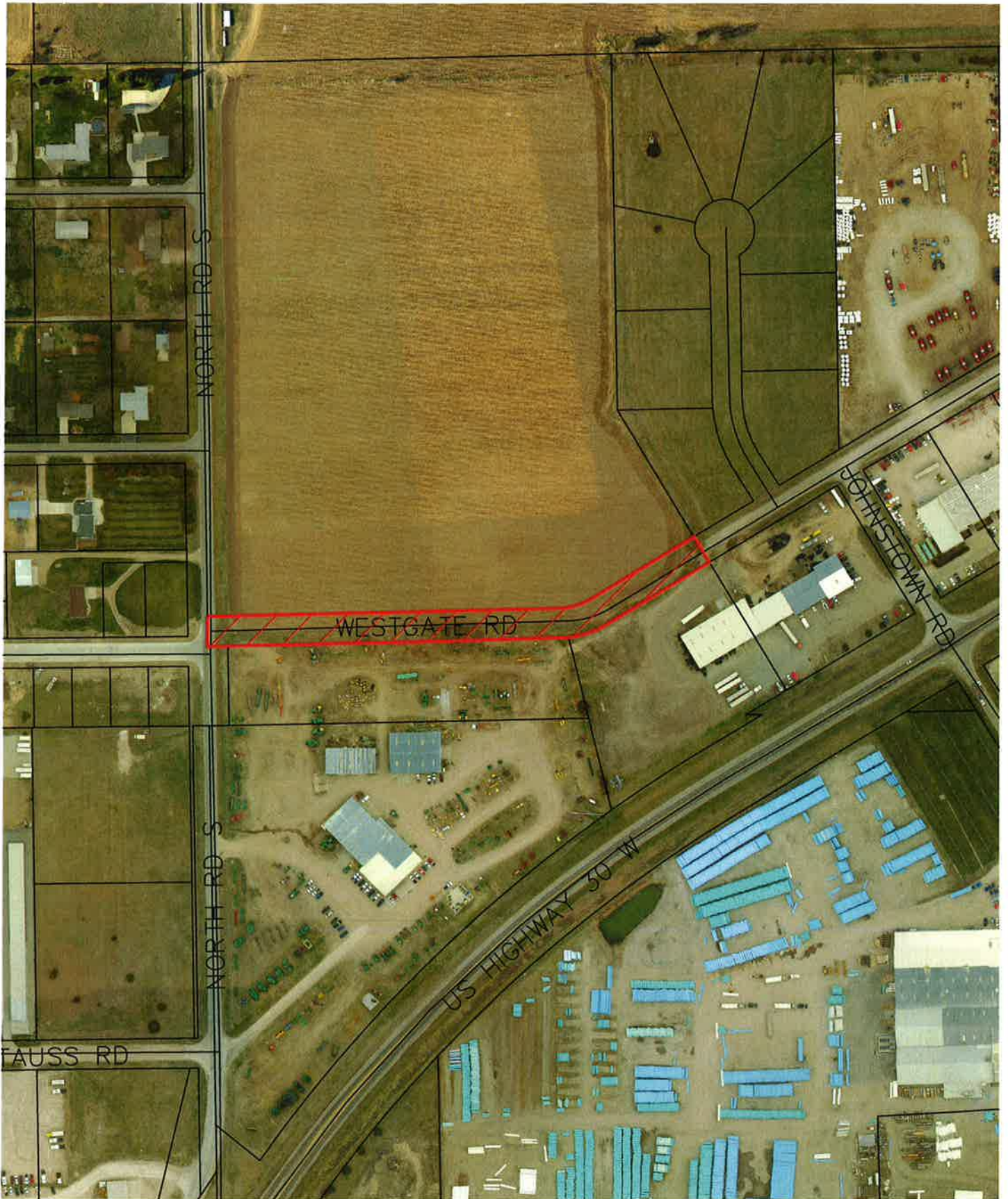
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve a resolution authorizing the Mayor to sign Amendment No. 1 to the Agreement with Olsson Associates of Grand Island, Nebraska in the amount of \$15,500.00 for Westgate Road Paving District No. 1261; North Road to Copper Road.

Sample Motion

Move to approve the resolution.






CITY OF GRAND ISLAND

PUBLIC WORKS DEPARTMENT

DATE: 04/02/13
DRAWN BY: TJY
APPVD. BY:
SCALE: NONE

WESTGATE RD POTENTIAL
 STREET IMPROVEMENT

PLAN


**LETTER AGREEMENT
AMENDMENT #1
OA NO. 013-2010
MARCH 04, 2015**

This AMENDMENT (“Amendment”) shall amend and become a part of the Letter Agreement for Professional Services dated July 23, 2013, between the City of Grand Island, Nebraska (“Client”) and Olsson Associates, Inc. (“Olsson”) providing for professional services for the following Project (the “Agreement”):

PROJECT DESCRIPTION AND LOCATION

Project is located at: Westgate Road, Grand Island, Nebraska.

Project Description: Westgate Road Paving District No. 1261, North Road to Copper Road for the City of Grand Island, Nebraska.

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson’s Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

Additional Construction Phase Services

- 1.1. Letter of Agreement dated July 23, 2013 anticipates three (3) site visits for construction staking and estimated 6 weeks of fulltime construction (270 hours) during paving and grading construction. Additional services are outlined below:
 - Contract Time Extension: dated September 23, 2014
 - Notice to Proceed Date.....March 14, 2014
 - Original Completion Date.....September 12, 2014
 - Revised Completion Date.....November 14, 2014
 - Construction progress was documented from March 28, 2014 through November 18, 2014.
 - Olsson Associates estimated 6 weeks of fulltime construction (270 hours). Due to the contractors part time construction progress Olsson recorded 27 weeks of part time construction and incurred an additional 228 hours to date for the project.

- Construction staking was estimated at 3 trips (60 hours). Due to contractor phasing of the project, Olsson recorded 16 trips and incurred an additional 86 hours to date for the project.
- Construction progress will proceed into spring of 2015 for completion of the project. Olsson Associates has estimated 3 weeks of part time construction incurring an additional 60 hours for completion of the project.

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

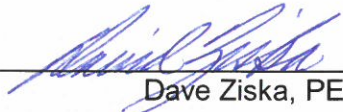
Client shall pay to Olsson for the performance of the Basic Services the actual time of personnel performing such Services on the basis of Salary Costs times a factor of 2.5 for services rendered by our principals and employees engaged directly on the Project plus Reimbursable Expenses, unless otherwise agreed to by both parties. Reimbursable expenses will be invoiced in accordance with the Schedule contained in the General Provisions attached to this Letter Agreement. Olsson's Basic Services will be provided on a time and expense basis not to exceed **Fifteen Thousand Five Hundred and 00/100 Dollars (\$15,500.00)**. Olsson shall submit invoices on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the due date.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON ASSOCIATES, INC.

By 
Dave Ziska, PE

By 
Steven J. E. Hancock, Group Leader

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

CITY OF GRAND ISLAND, NEBRASKA

ATTEST:

By _____
Jeremy Jensen

By _____
RaNae Edwards

Printed Name _____

Printed Name _____

Title _____
Mayor

Title _____
City Clerk

RESOLUTION 2015-73

WHEREAS, on July 23, 2013, by Resolution No. 2013-245 the Grand Island City Council approved entering into an agreement with Olsson Associates of Grand Island, Nebraska in the amount of \$71,870.00 for engineering consulting services for Westgate Road Paving District No. 1261; North Road to Copper Road; and

WHEREAS, the original agreement is now being amended to include additional construction engineering services for such paving project; and

WHEREAS, such amendment is in the amount of \$15,500.00, for a revised agreement amount of \$87,370.00; and

WHEREAS, Amendment No. 1 to the original agreement with Olsson Associates of Grand Island, Nebraska is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 1 with Olsson Associates of Grand Island, Nebraska for construction engineering services related to Westgate Road Paving District No. 1261; North Road to Copper Road is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 20, 2015	☐ City Attorney



City of Grand Island

Tuesday, March 24, 2015

Council Session

Item G-6

**#2015-74 - Approving Change Order No. 2 for North Interceptor
Phase II; Project No. 2013-S-4**

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: March 24, 2015

Subject: Approving Change Order No. 2 for North Interceptor Phase II;
Project No. 2013-S-4

Item #'s: G-6

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

Background

Public Works Staff in conjunction with the design engineer, Black & Veatch of Kansas City, Missouri have jointly developed multi-year replacement planning stages for the City of Grand Island's large diameter gravity sanitary sewer interceptor network. The current planned interceptor, entitled the "North Interceptor" will replace aged force main sanitary sewer, reduce or eliminate current sewer pumping station(s), provide additional capacity for existing, and enable new services to areas in and around Grand Island.

The new North Interceptor gravity sewer interceptor route was developed to incorporate and partner with other utilities for the Capital Avenue Widening Project and the new Headworks Pumping Station Project at the Waste Water Treatment Plant.

A phased approach of constructing the North Interceptor was developed as follows:

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

Phase II Part B is nearing completion. Phase II Part A Phase II Part C will follow. The lift station abandonments (Bid Sections D, E, G, H and I) will follow the completion of Phase II.

On September 9, 2014, Resolution 2014-284, City Council awarded, Project 2013-S-4, North Interceptor Phase II to S.J. Louis Construction, Inc. of Rockville, Minnesota, in the amount of \$21,479,537.50.

City Council approved Resolution 2015-39 on February 10, 2015, which established new unit prices for installed storm and sanitary sewers which are embedded with native sand material in lieu of the imported granular embedment specified in the contract documents. The potential savings is anticipated to be around \$300,000 where native sand is thought to be suitable and may be used for up to 20,795 feet of pipe.

Discussion

Public Works Administration is requesting Change Order No. 2 for North Interceptor Phase II; Project No. 2013-S-4, which will allow for a change in the methodology of the trenchless crossing from micro tunneling to a direct jacked tunnel using a tunnel boring machine. This change in methodology will result in a decreased unit price. Two (2) locations are suggested for this change; Broadwell Avenue at Capital Avenue and Webb Road/Northwest Crossings property at Capital Avenue.

An overall net change of the contract amount will be a deduction of \$210,003.48, which results in an adjusted contract amount of \$21,269,534.02.

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 Change Order No. 2 with S.J. Louis Construction, Inc. of Rockville, Minnesota, for North Interceptor Phase II, Project 2013-S-4.

Sample Motion

Move to approve the resolution.

**CITY OF GRAND ISLAND, NEBRASKA
NORTH INTERCEPTOR – PHASE 2**

**CITY PROJECT 2013-S-4
BLACK & VEATCH PROJECT NO. 175144
OLSSON ASSOCIATES PROJECT NO. 011-2347**

CHANGE ORDER NO. 2

Change Order No. 2 establishes new unit prices for Trenchless Crossing No. 3 (Bid Section A) and Trenchless Crossing No. 4 (Bid Section C), and changes the tunneling methodology on these two tunnels from microtunneling to a direct jacked installation using a tunnel boring machine.

Item CO2-1. Establish New Unit Price for Trenchless Crossing No. 3

Initiated by: Contractor

Trenchless Crossing No. 3 crosses below Broadwell Avenue in Bid Section A. This change order will change the methodology of the trenchless crossing from microtunneling to a direct jacked tunnel using a tunnel boring machine. The change in methodology will result in a decreased unit price. The new unit price is established below:

BID SECTION A

	Item Description	Quantity	Unit	Unit Cost	Total Cost
2.0	Sanitary Sewer Pipe				
2.18	Trenchless Crossing No. 3	212	LF	\$2,700.00	\$572,400.00
2.18_CO2	Trenchless Crossing No. 3	212	LF	\$2,413.11	\$511,579.32

Item CO2-2. Establish New Unit Price for Trenchless Crossing No. 4

Initiated by: Contractor

Trenchless Crossing No. 4 crosses below Webb Road and the Northwest Crossings property in Bid Section C. This change order will change the methodology of the trenchless crossing from microtunneling to a direct jacked tunnel using a tunnel boring machine. The change in methodology will result in a decreased unit price. The new unit price is established below:

BID SECTION C

	Item Description	Quantity	Unit	Unit Cost	Total Cost
2.0	Sanitary Sewer Pipe				
2.19	Trenchless Crossing No. 4	520	LF	\$2,550.00	\$1,326,000.00
2.19_CO2	Trenchless Crossing No. 4	520	LF	\$2,263.11	\$1,176,817.20

**CITY OF GRAND ISLAND, NEBRASKA
NORTH INTERCEPTOR – PHASE 2**

**CITY PROJECT 2013-S-4
BLACK & VEATCH PROJECT NO. 175144
OLSSON ASSOCIATES PROJECT NO. 011-2347**

SUMMARY

CHANGE ORDER NO. 2

The Contract Price shall be modified as follows as a result of the changes described by this modification request. Additions to the Contract Price are indicated by a "+" in front of the amount, deductions by a "-".

<u>Effect on Contract Price</u>		Increase/Decrease In Contract Price <u>(+/-)</u>
<u>Item</u>	<u>Description</u>	
CO2-1	Establish New Unit Price for Trenchless Crossing No. 3	-\$60,820.68
CO2-2	Establish New Unit Price for Trenchless Crossing No. 4	-\$149,182.80
NET CHANGE IN CONTRACT PRICE		-\$210,003.48
BID AMOUNT OF ORIGINAL CONTRACT		\$21,479,537.50
PREVIOUS CHANGE ORDER ADJUSTMENTS		<u>+ 0.00</u>
CURRENT CONTRACT AMOUNT		\$21,479,537.50
CHANGE ORDER NO. 2		-\$210,003.48
ADJUSTED CONTRACT AMOUNT		\$21,269,534.02

3/5/2015

CO2-2

Effect on Contract Time

--	Substantial Completion for Original Contract (Bid Section B)	March 1, 2015
--	Final Completion for Original Contract (Bid Section B)	March 31, 2015
--	Substantial Completion for Original Contract (Bid Sections A-C)	June 1, 2016
--	Final Completion for Original Contract (Bid Sections A-C)	June 30, 2016
--	Substantial Completion for Original Contract (Bid Sections D-I)	June 1, 2017
--	Final Completion for Original Contract (Bid Sections D-I)	June 30, 2017
CO2-1	No additional time given for Contract	
CO2-2	No additional time given for Contract	

No additional claims shall be made for changes in Contract Time arising from these work items.

This change order includes all costs, direct, indirect, and consequential, and all changes in Contract Time arising from the work included in the items for Change Order No. 2. No additional claims shall be made for changes in Contract Price or Contract Time arising from these work items.

All other provisions of the contract remain unchanged.

Agreed to this _____ day of _____, 2015

Recommended:
Black & Veatch Corporation

Approved:
City of Grand Island

By:  _____

By: _____

Date: 3/5/15 _____

Date: _____

Approved:
S.J. Louis Construction, Inc.

By: Donald Meyer, VP/CFO/Secretary/Treasurer

Date: 3/9/15 _____

Approved as to Form _____ March , 2015 City Attorney

RESOLUTION 2015-74

WHEREAS, On September 9, 2014, by Resolution 2014-284, City Council awarded, Project 2013-S-4, North Interceptor Phase II to S.J. Louis Construction, Inc. of Rockville, Minnesota, in the amount of \$21,479,537.50; and

WHEREAS, on February 10, 2015, by Resolution 2015-39, City Council approved Change Order No. 1, which established new unit prices for installed storm and sanitary sewers which are embedded with native sand material in lieu of the imported granular embedment specified in the contract documents; and

WHEREAS, Change Order No. 2 changes the methodology of the trenchless crossing from micro tunneling to a direct jacked tunnel using a tunnel boring machine, which will result in a decreased unit price; and

WHEREAS, two (2) locations are suggested for this change; Broadwell Avenue at Capital Avenue and Webb Road/Northwest Crossings property at Capital Avenue; and

WHEREAS, an overall net change of the contract amount will be a deduction of \$210,003.48, which results in an adjusted contract amount of \$21,269,534.02.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that authorization to proceed with Change Order No. 2 with S.J. Louis Construction, Inc. of Rockville, Minnesota is hereby approved; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such Change Order No. 2, North Interceptor Phase II, Project 2013-S-4 on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 10, 2013	☐ City Attorney



City of Grand Island

Tuesday, March 24, 2015

Council Session

Item G-7

#2015-75 - Approving Change Order No. 2 to the Contract with Van Kirk Brothers Contracting for Sanitary Sewer District No. 528 and No. 530T

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: March 24, 2015

Subject: Approving Change Order No. 2 to the Contract with Van Kirk Brothers Contracting for Sanitary Sewer District No. 528 and No. 530T

Item #'s: G-7

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

Background

The City Council awarded the bid, in the amount of \$3,374,118.70 by Resolution 2014-163, for construction of Sanitary Sewer District No. 528 (\$1,602,306.30) and No. 530T (\$1,771,812.40) to Van Kirk Brothers Contracting of Sutton, Nebraska on June 10, 2014.

On February 10, 2015 City Council approved Resolution 2015-38, which allowed for an extension from June 15, 2015 to July 27, 2015 for Sanitary Sewer District No. 528 and from March 15, 2015 to April 24, 2015 for Sanitary Sewer District No. 530T in order to complete the projects.

Any changes to the contract require council approval.

Discussion

The initial contract documents require direct boring at two (2) locations; Guenther Road and 1,000 feet south of Guenther Road, at US Highway 281. The original bore lengths are 66 feet and 50 feet, respectively. Public Works Administration is recommending the direct borings be changed to open cuts at each of these locations. Such change will result in a net credit of \$47,507.46, for a revised total contract amount of \$3,326,611.24 (528 = \$1,602,306.30 & 530T = 1,724,304.94).

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 Change Order No. 2 with Van Kirk Brothers Contracting of Sutton, Nebraska for Sanitary Sewer District No. 528 and No. 530T.

Sample Motion

Move to approve the resolution.

Date of Issuance: March 12, 2015 Effective Date: March 12, 2015

Project: Sewer Project District 528 and District 530T Sanitary Sewer Collection System Improvements City of Grand Island, Nebraska – 2013 SRF # C317867	Owner: City of Grand Island, Nebraska	Owner's Contract No.:
Contract: Sanitary Sewer District 528 & 530T		Date of Contract: June 10, 2014
Contractor: Van Kirk Bros. Contracting		Engineer's Project No.: 012-1867

You are directed to proceed promptly with the following change(s):

Item No.	Description
1.	Guenther Road Additions: Remove Concrete Pavement change quantity to 80
2.	Guenther Road Additions: Replace 9" Concrete Pavement change quantity to 80
4.	Guenther Road Additions: Subgrade Prep change quantity to 80
6.	Guenther Road Additions: Remove & Reset 48" RCP, remove line item
7.	Guenther Road Additions: Wells Drill that would not be needed, remove line item
7.	Sign Bore Additions: 48" Manhole Sta. 63+25, change quantity, no change in total price
10.	Sign Bore Additions: 48" Manhole Sta. 64+53, change quantity, no change in total price
C2.08	Guenther Road Deletion: Jack & Bore 36" X 0.563" WT Steel Casing in lieu of open trenching sewer main
C2.09	Sign Bore Deletion: Jack & Bore 30" x .500" WT Steel Casing in lieu of open trenching sewer main

Attachments (list documents supporting change):

See Attached.

Purpose for Work Change Directive:

- Authorization for Work described herein to proceed on the basis of Cost of the Work due to:
 - Nonagreement on pricing of proposed change.
 - Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price \$ (\$47,507.46) (increase/decrease) Contract Time No Change (increase/decrease)
days

If the change involves an increase, the estimated amounts are not to be exceeded without further authorization.

Recommended for Approval by Engineer:	Date
Authorized for Owner by:	Date
Accepted for Contractor by:	Date
Approved by Funding Agency (if applicable):	Date:

RESOLUTION 2015-75

WHEREAS, on June 10, 2014, by Resolution 2014-163, the City Council of the City of Grand Island approved the bid of Van Kirk Brothers Contracting of Sutton, Nebraska for construction of Sanitary Sewer District No. 528 and No. 530T; and

WHEREAS, on February 10, 2015 by Resolution 2015-38 City Council approved the extension from June 15, 2015 to July 27, 2015 for Sanitary Sewer District No. 528 and from March 15, 2015 to April 24, 2015 for Sanitary Sewer District No. 530T in order to complete the projects; and

WHEREAS, it is recommended to change direct borings at two (2) locations; Guenther Road and 1,000 feet south of Guenther Road, at US Highway 281, to open cuts at each location; and

WHEREAS, such change will result in a net credit of \$47,507.46, for a revised total contract amount of \$3,326,611.24 (528= \$1,602,306.30 & 530T= \$1,724,304.94).

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 2 between the City of Grand Island and Van Kirk Brothers Contracting of Sutton, Nebraska to provide the modifications of Sanitary Sewer District No. 528 and No. 530T.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____
March 20, 2015 ✕ City Attorney



City of Grand Island

Tuesday, March 24, 2015

Council Session

Item G-8

**#2015-76 - Approving Nebraska H2O Construction/Post
Construction Stormwater Management Program Development;
Phase 2 – Felsburg, Holt & Ullevig**

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: March 24, 2015

Subject: Approving Nebraska H₂O Construction / Post Construction Stormwater Management Program Development; Phase 2 – Felsburg, Holt & Ullevig

Item #'s: G-8

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

Background

Ten (10) of the Nebraska H₂O communities gathered, August 2013, to begin work on the Nebraska H₂O Construction/Post Construction Stormwater Management Program Development – Phase I. Such phase of this program provided for finding the correct fit for each community in design, review and submittal standards for building permits and platting in connection with stormwater regulations.

The total amount for Phase I services was \$31,800.00, of which the City of Grand Island's portion of \$6,421.22 was approved by Nebraska Department of Environmental Quality (NDEQ), as well as through the City's procurement policy with a purchase order being issued to the firm of Felsburg, Holt and Ullevig. In the original scope of services the fee for individual communities was pro-rated based on Nebraska H₂O community population percentages.

Discussion

The Nebraska H₂O Communities are now ready to move forward with Phase II of the Construction/Post Construction Stormwater Management Program Development, which will develop post construction stormwater standards and procedures that meet the minimum Environmental Protection Agency (EPA)/Nebraska Department of Environmental Quality (NDEQ) MS4 Permit requirements and can easily be adopted. The total amount for Phase II services is \$46,700.00, with the City's portion of Phase II at \$9,465.12. Fees for the participating communities have again been pro-rated based on Nebraska H₂O community population percentages.

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 Phase II of the Construction/Post Construction Stormwater Mangement Program Development with Felsburg, Holt and Ullevig in the amount of \$9,465.12.

Sample Motion

Move to approve the resolution.



February 4, 2015

City of Grand Island
Public Works Department
c/o Mr. Terry Brown
100 East First Street
Grand Island, Nebraska 68801

RE: Nebraska H2O Construction/Post-Construction Stormwater Management Program Development
Proposal for Phase 2 – Standards Development

Dear Mr. Brown,

On October 31st in Kearney, Nebraska Felsburg Holt & Ullevig (FHU) convened with the Nebraska H2O group to discuss recommendations that came out of the Phase I – Background Assessment report and next steps associated with the development of a sustainable post-construction stormwater management program. What we heard from the Nebraska H2O group varied in terms of wants and needs; however, as the next step, the consensus by the group was to develop post construction stormwater standards that meet the minimum MS4 Permit requirements and could be readily adopted. This proposal addresses Phase 2 services that will be provided by FHU for the development of post construction stormwater standards as follows:

Task 1: Development of Post Construction Stormwater Standards and Procedures

FHU will meet with Participating Nebraska H2O members on four accounts. The meetings will be held in different Nebraska H2O communities across the state with the option for those interested in participating to join the meeting live or call in. With each of the first three meetings the intent is to (1) introduce participating members to representative standards and procedures adopted by up to four communities; (2) help participating members understand how those communities arrived at adopting various standards and procedures, including the process and technical aspects behind development of those standards and procedures; (3) draft a recommendation of at least one alternative for the group to consider adopting; and (4) finalize the recommended standards and procedures selected by participating communities in a format that may be adopted for use by each community.

11422 Miracle Hills Drive, Suite 115 Omaha, NE 68154 tel 402.445.4405 fax 402.445.4394
www.fhueng.com info@fhueng.com

For communities that desire to attend each meeting, FHU intends to provide the background behind standards adopted by representative communities so that each participating Nebraska H2O community has the opportunity to make an informed choice when adopting standards locally. This background presentation effort is part of the scope and is not broken out by community. FHU believes this effort is beneficial for equipping communities to implement the recommended program requirements sustainably. Each community may take advantage of these presentations if they choose to, but are not required. Lack of meeting attendance will not impact the project budget. At the end of this task, all participating communities will be able to make use of recommended language and standards that will be developed by FHU and the group. Nebraska H2O communities may then use these standards as a jumping off point to develop a more individualized and robust program together or separately as they see fit. Individual modifications for each community is not included as part of this project.

Four meetings have been broken up to systematically address the development of program standards and procedures as follows:

Rainfall, Runoff, and Minimum Treatment Standards

The first meeting will address rainfall, runoff, and minimum treatment standards. FHU will provide an overview of standards adopted by representative communities, how they arrived at those numbers, and how it relates to each of the participating communities across the state. We'll discuss the distribution of rainfall, rainfall amounts and frequency, accounting for runoff, and applicability to new development and redevelopment. We'll relate this information to water quality and minimum treatment standards. Our recommendations for minimum treatment standards and when TMDLs need to be addressed will be provided and the group will have time to discuss the topic. Notes of the meeting will be provided along with supporting documentation of any decisions. This meeting is expected to take approximately 3 hours.

Stormwater Treatment Hydrology

The second meeting will address stormwater treatment hydrology adopted by representative communities. Again, we'll provide background that includes the methods and criteria used to calculate the amount of rainfall or runoff that needs to be treated, discuss influencing circumstances such as stormwater runoff, and talk about the relationship between these calculations and stormwater Best Management Practice (BMP) sizing. Sizing is a critical factor in selecting BMPs. Available information will be shared that relates the sizing of BMPs to cost of a project. We'll also provide an overview of how this relates to your storm sewer systems and stormwater detention requirements. Our recommendations will be provided and the group will have time to discuss the topic. Notes of the meeting will be provided along with supporting documentation on any decisions. This meeting is expected to take approximately 3 hours.

Treatment Design Standards

The third meeting will address stormwater BMPs and design manuals. We'll provide an overview that summarizes the various types of BMPs adopted by representative communities and talk about BMP selection and applicability to varying soil and groundwater conditions across the state. We'll also talk about retrofitting existing detention basins and regional facilities and tie that back to our discussion on hydrology. Finally, we'll share options for requiring on-going maintenance and available information about the anticipated costs to provide maintenance for various BMPs. Our recommendations will be provided and the group will have time to discuss the topic. Notes of the meeting will be provided along with supporting documentation on any decisions. This meeting is expected to take approximately 3 hours.

Standards and Procedures Documentation

The fourth and final meeting will include discussion on a draft document that will be prepared based on feedback provided during previous meetings. This document will likely take the form of Post-Construction Stormwater Design Standards and Procedures Memorandum and include the following content:

- Minimum stormwater treatment standards and the conditions to which they apply
- Stormwater treatment hydrology calculations under varying conditions
- References to adopted BMP design manuals as accepted practices including general exceptions if warranted
- General procedures related to the platting and site plan processes
- General procedures related to inspections and maintenance
- Stormwater treatment plan submittal checklist

Again, the memorandum will be in a format that is readily adoptable by the community. A draft memorandum will be provided in advance of this meeting so that each participating community may review it beforehand. This meeting is expected to last approximately 2 hours. The document will be finalized based on feedback received at this meeting and provided to each participating community.

The anticipated schedule for deliverables and meetings (including meeting locations) is as follows:

Description	Planned Date
Meeting 1 (Lincoln)*	March 24, 2015
Meeting 2 (Kearney)	April 15, 2015
Meeting 3 (Scottsbluff)**	May 6, 2015
Meeting 4 (Kearney)	June 10, 2015
Final Report	July 1, 2015

* Date and Location Coincides with NeFSMA/IECA Spring Conference

** Date and Location Coincides with NeFSMA Annual Conference

The following assumptions or exclusions have been made in preparing this scope of work:

- This phase does not include the development of new material other than documentation of meetings and decisions made by the group on material referenced, discussed, and recommended during the meetings; and the development of the memorandum. The development of new material such as specific rainfall values for each community, new or modified BMP design guides, and specific maintenance procedures and forms, for example, are outside of this scope.
- The process and meetings scoped herein are not intended to include public involvement or involvement of a larger targeted stakeholder group. If this is desired in a manner that will benefit all participating communities, the scope may be amended to account for additional meetings and other tasks associated with expanded involvement. Individual community meetings with community leaders or public stakeholders may be contracted with FHU separately.

Each Nebraska H2O community is given the opportunity to participate. It is strongly recommended that all communities participate in the project to share the project cost, provide meaningful feedback, and improve the opportunity for successful local implementation. As with the Phase I project, FHU will issue a lump sum contract to each of those participating communities representing their share of this work.

The total amount for Task 1 services is \$46,700.00. Fees for the participating communities have been pro-rated based on Nebraska H2O community population percentages. The breakout of fees for Nebraska H2O communities is as follows:

Phase II Community	Population *	Population Percentage *	Pro-Rated Fee
Beatrice	12,459	5.20%	\$ 2,430.46
Columbus	22,111	9.24%	\$ 4,313.34
Fremont	26,397	11.03%	\$ 5,149.44
Grand Island	48,520	20.27%	\$ 9,465.12
Hastings	24,907	10.40%	\$ 4,858.78
Kearney	30,787	12.86%	\$ 6,005.83
Lexington	10,230	4.27%	\$ 1,995.63
Norfolk	24,210	10.11%	\$ 4,722.81
North Platte	24,733	10.33%	\$ 4,824.83
Scottsbluff	15,039	6.28%	\$ 2,933.76
TOTAL	252,746	100.00%	\$ 46,700.00

* 2010 Census Numbers

FHU proposes to conduct this scope of services for the City of Grand Island for the lump sum amount of \$9,465.12.

This amount would be established as a “not to exceed” limit beyond which no charges could be made without your prior approval.

Additional services that are required outside the Scope of Work, such as additional meetings or documents, would be performed on a time and materials basis using the attached hourly rates. Additional work would not be performed without written authorization from the client.

If the conditions of this proposal and attached standard contract provisions are acceptable to you, please print and sign two copies of this letter, and mail or fax one copy to us for our files. If you have any questions about this proposal, please give Project Manager, Dave Lampe, or me a call at (402) 445-4405.

Sincerely,

FELSBURG HOLT & ULLEVIG



David G. Lampe, PE, CFM
Senior Water Resources Engineer

and



Kyle A. Anderson, PE, PTOE
Executive Vice President

O:\Projects\12-221-00 Nebraska H2O\Project Management\Task 2 Contracts\Nebraska H2O Construction Post Construction Proposal - Phase 2 Letter - Grand Island.doc

Accepted By

Title

Date

LETTER AGREEMENT STANDARD PROVISIONS

A. SERVICES BY THE CONSULTANT

The **CONSULTANT** agrees to perform all services, hereunder, using reasonable skill and judgment in accordance with applicable professional standards. **CONSULTANT** agrees to keep the **CLIENT** informed on its progress through periodic reports, and to maintain accurate records relating to its services in connection with this project.

The **CONSULTANT** agrees to provide, directly or by association with such other Consultants or Contractors as it may deem necessary to further the interest of the **CLIENT**, the basic services as described in Scope of Work in the letter proposal or Letter Agreement.

B. RESPONSIBILITIES OF THE CLIENT

The **CLIENT** shall provide and make available to the **CONSULTANT**, for his use, all maps, property descriptions, surveys, previous reports, historical data, and other information within its knowledge and possession relative to the services to be furnished hereunder. Data so furnished to the **CONSULTANT** shall remain the property of the **CLIENT** and will be returned upon completion of its services.

The **CLIENT** shall make provisions for the **CONSULTANT** to enter upon public and private properties as required for the **CONSULTANT** to perform its services hereunder.

C. EXTRA WORK

The **CLIENT** may desire to have the **CONSULTANT** perform work or render services other than those provided in Scope of Work. This will be Extra Work. Work shall not proceed until so authorized by the **CLIENT**. Payment for all work under this Agreement shall be on an hourly basis plus expenses in accordance with the attached rate schedule. Charges for outside services, expenses, and subconsultant work will be billed at 1.10 times the invoice amount.

D. TIME OF BEGINNING AND COMPLETION

Signing this form is authorization by the **CLIENT** for the **CONSULTANT** to proceed with the work. Completion is as noted in the letter agreement.

E. PAYMENT

Unless otherwise provided herein, **CONSULTANT** shall submit monthly invoices for Basic, Additional or Special Services and for Reimbursable Expenses each month for work actually performed. If hourly, invoices will be based on labor and expenses incurred. If lump sum, invoices will be based on the percentage of work completed.

Payments not made within 60 days of the billing date shall bear interest at the rate of 1% per month which is an annual interest rate of 12%. In the event any portion of or all of an account remains unpaid 90 days after billing, the **CLIENT** shall pay all costs of collection, including reasonable attorney's fees.

F. DELAYS

If the **CONSULTANT** is delayed at any time in the progress of work by any act or neglect of the **CLIENT** or its agents, employees or contractors, or by changes in the work, or by extended reviews by the **CLIENT**, fire, unavoidable casualties,

or by any causes beyond the **CONSULTANT'S** control, the time schedule shall be extended for a reasonable length of time, and **CONSULTANT'S** compensation may be subject to renegotiation for increased expenses due to escalation of prices, extended services, relocation of other expenses incidental to such delays.

G. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, records, and other work products developed by the **CONSULTANT** in connection with this project are instruments of service for this project only and shall remain the property of the **CONSULTANT** whether the project is completed or not. The **CONSULTANT** shall furnish originals or copies of such work product to the **CLIENT** in accordance with the services required hereunder. Reuse of any of the work product of the **CONSULTANT** by the **CLIENT** on an extension of this project or on any other project without the written permission of the **CONSULTANT** shall be at the **CLIENT'S** risk and the **CLIENT** agrees to defend, indemnify and hold harmless the **CONSULTANT** from all claims, damages, and expenses including attorneys fees arising out of such unauthorized reuse by the **CLIENT** or by others acting through the **CLIENT**. Any reuse or adaptation of the **CONSULTANT'S** work product shall entitle the **CONSULTANT** to equitable compensation.

H. INSURANCE

During the course of the services, the **CONSULTANT** shall maintain Workmen's Compensation Insurance in accordance with the Workmen's Compensation laws of the State of Nebraska, Professional Liability Insurance in the amount sufficient to cover **CONSULTANT'S** liability under paragraph O. below, Automobile Liability of \$150,000 per person, \$600,000 per occurrence, and Comprehensive General Liability of \$150,000 per person, \$600,000 per occurrence. The **CONSULTANT** shall provide certificates of insurance to the **CLIENT** indicating compliance with this paragraph, if requested.

I. TERMINATION

Either the **CLIENT** or the **CONSULTANT** may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. The **CLIENT** shall within sixty (60) calendar days of termination pay the **CONSULTANT** for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

J. DISPUTES

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the **CLIENT** and the **CONSULTANT** agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.



K. GOVERNING LAW

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the law of the State of Nebraska.

L. SUCCESSORS AND ASSIGNS

The CLIENT and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party with respect to all covenants of this Agreement. Neither party shall assign or transfer its interest in this Agreement without the written consent of the other.

M. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations and representations. Nothing herein shall be deemed to create any contractual relationship between the CONSULTANT and any other CONSULTANT or contractor or material supplier on the project, nor obligate it to furnish any notices required under other such contracts, nor shall anything herein be deemed to give anyone not a party to this Agreement any right of action against a party which does not otherwise exist without regard to this Agreement.

N. NOTICES

All notices and instructions given by either party to the other shall be in writing, and shall be deemed to be properly served if delivered to the address of record shown below, or if deposited in the United States Mail properly stamped with the required postage and addressed to such party at the address shown below. The date of service of a notice sent by mail shall be deemed to be the day following the date on which said notice is so deposited. Either party hereto shall have the right to change its address by giving the other party written notice thereof.

O. ACCURACY OF SERVICES AND LIMITATION OF LIABILITY

The CONSULTANT shall use reasonable professional skill and judgment in connection with services, hereunder, but does not warrant that such services are without errors and/or omissions. If, during the authorized use and prudent interpretation of documents or advice furnished by the CONSULTANT, an error or omission is discovered within a reasonable time, the CONSULTANT shall be responsible for correction of any work which must be removed or altered to meet the project requirements, provided the CONSULTANT is given a reasonable opportunity to make remedial recommendations and to correct or arrange for the correction of the work itself. The CONSULTANT will not be liable for the cost of procurement of work or services performed in correcting such errors and/or omissions where such work or services result in a value to the Project over and above that which the original work or services provided.

In providing opinions of probable construction cost, the CLIENT understands that the CONSULTANT has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of the CONSULTANT'S qualifications, and experience. The CONSULTANT makes no warranty,

expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CONSULTANT'S negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the CONSULTANT is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable, and arising from the project that is the subject of this Agreement.

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the CONSULTANT and the CONSULTANT'S officers, directors, partners, employees, agents and subconsultants, and any of them, to the CLIENT and anyone claiming by, through or under the CLIENT, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the CONSULTANT or the CONSULTANT'S officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by the Design Professional under this Agreement, or the total amount of \$50,000, whichever is less.

IN WITNESS WHEREOF, the CLIENT agrees to the terms of these Special Provisions in conjunction with the attached Letter Agreement:

CLIENT: _____

By: _____

Title: _____

Date: _____



RESOLUTION 2015-76

WHEREAS, in August 2013 ten (10) of the Nebraska H₂O communities gathered to begin work on the Nebraska H₂O Construction/Post Construction Stormwater Management Program Development – Phase I; and

WHEREAS, through Purchase Order No. 30109, in the amount of \$6,421.22, the City of Grand Island paid their portion of such work, which provided for finding the correct fit for each community in design, review and submittal standards for building permits and platting in connection with stormwater regulations; and

WHEREAS, the Nebraska H₂O Communities are now ready to move forward with Phase II of the Construction/Post Construction Stormwater Management Program Development, which will develop post construction stormwater standards and procedures that meet the minimum MS4 Permit requirements and can easily be adopted; and

WHEREAS, the total amount for Phase II services is \$46,700.00, with the City's portion being \$9,465.12; and

WHEREAS, fees for the participating communities have again been pro-rated based on Nebraska H₂O community population percentages.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the approval to proceed with Phase II of the Construction/Post Construction Stormwater Management Program Development with Felsburg, Holt and Ullevig is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 20, 2015	☐ City Attorney



City of Grand Island

Tuesday, March 24, 2015

Council Session

Item G-9

#2015-77 - Approving Request from the YMCA for Permission to Use City Streets, Hike/Bike Trail, and State Highway for the 2015 State Fair Marathon/Half Marathon/Marathon Relay/5K Race/Kids 1 Mile

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

Council Agenda Memo

From: John Collins PE, Public Works Director

Meeting: March 24, 2015

Subject: Consideration of Approving Request from the YMCA for Permission to Use City Streets, Hike/Bike Trail, and State Highway for the 2015 State Fair Marathon/Half Marathon/Marathon Relay/5K Race/Kids 1 Mile

Item #'s: G-9

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

Background

The YMCA in cooperation with the State Fair has expanded the Bill Seymour one half marathon into several marathons. The YMCA is seeking Council approval and notice to the Nebraska Department of Roads for the routes.

Discussion

The Marathons will be held the morning of Saturday, August 29, 2015. The Marathon routes will require the use of City streets and bike trails, as well as crossing US Highway 34 and running in on lane of US Highway 30. Please see the attached maps for the various routes.

State Statute 39-1359 requires the City Council to approve the route and for the City to then inform the Nebraska Department of Roads that the route has approval if it closes or blocks any part of a State highway. This is a requirement for any race, parade or march that would create some closure of the highway. This action then makes the City responsible for the liability of using a State highway for the event.

The Marathon planners from the YMCA and State Fair have met with public safety, public works and the county highway department and other affected departments in planning for the event. The routes being presented to the Council for approval have been agreed upon as the best identified.

For information purposes, any future such event will need to be presented to the Council if the event crosses or uses part of a State highway.

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

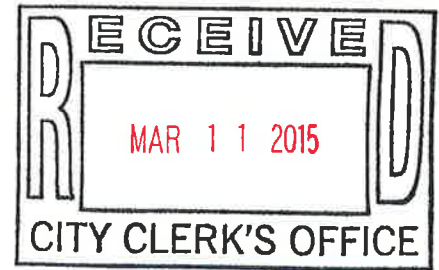
Recommendation

City Administration recommends that the Council approve the YMCA's presented routes for the 2015 State Fair Marathons and direct that the Nebraska Department of Roads be notified of this action.

Sample Motion

Move to approve the resolution.

March 8, 2015



ReNae Edwards
City Clerk ~ City of Grand Island
City Hall
100 East First Street
Box 1968
Grand Island, NE 68802

Dear City Council:

Many of you are probably well aware of the State Fair Marathon Race Series is held annually in Grand Island. This year will be the 2nd annual.

This year the race is scheduled for Saturday, August 29th, 2015. I am writing to request permission for the race participants to run in the streets of Grand Island, as well as the bike path on that day. The Race will start this year same as last year at the State Fair. The race will consist of a Full Marathon, Half Marathon, Marathon Relay, 5K and Kids 1 Mile. We will have many volunteers throughout the course for the safety of the runners and the support of the police department.


Again we will be starting the race for the Full, Half and Relay Marathons at 6:30 am. The 5K and kid's mile start at approximately 7:20 am.

We have discussed the route and are in constant contact and cooperation with Captain Falldorf and the police department as well as the Hall County Sherriff's department. We are also working with the City Streets Dept. and Hall County Dept. of Roads. I have included maps of all the races and streets affected.

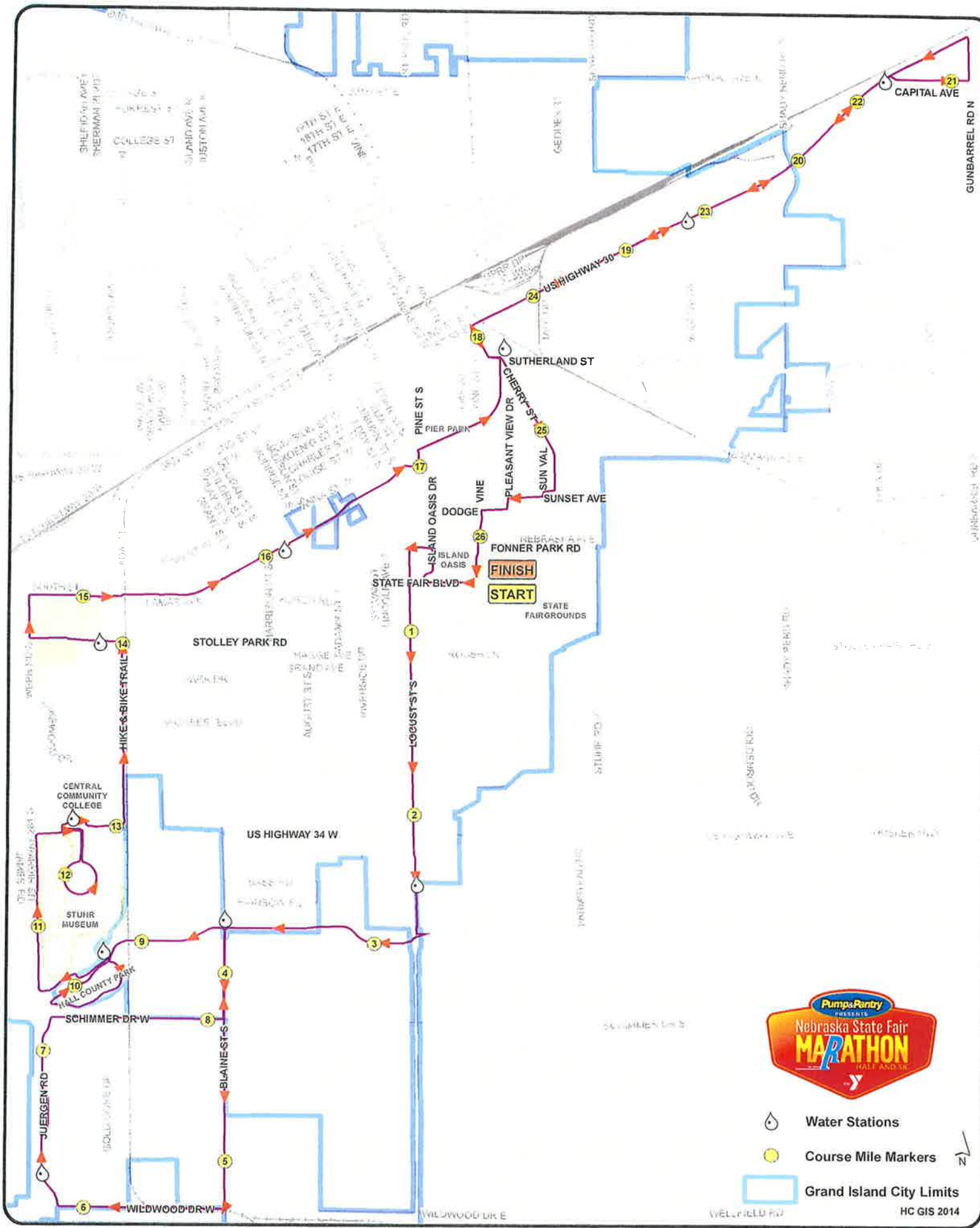
With your continued support, the YMCA will be able to carry on the tradition of building a strong and healthy community.




If there are any further questions, please feel free to contact me at the YMCA, 395-9622.

In Spirit, Mind, and Body

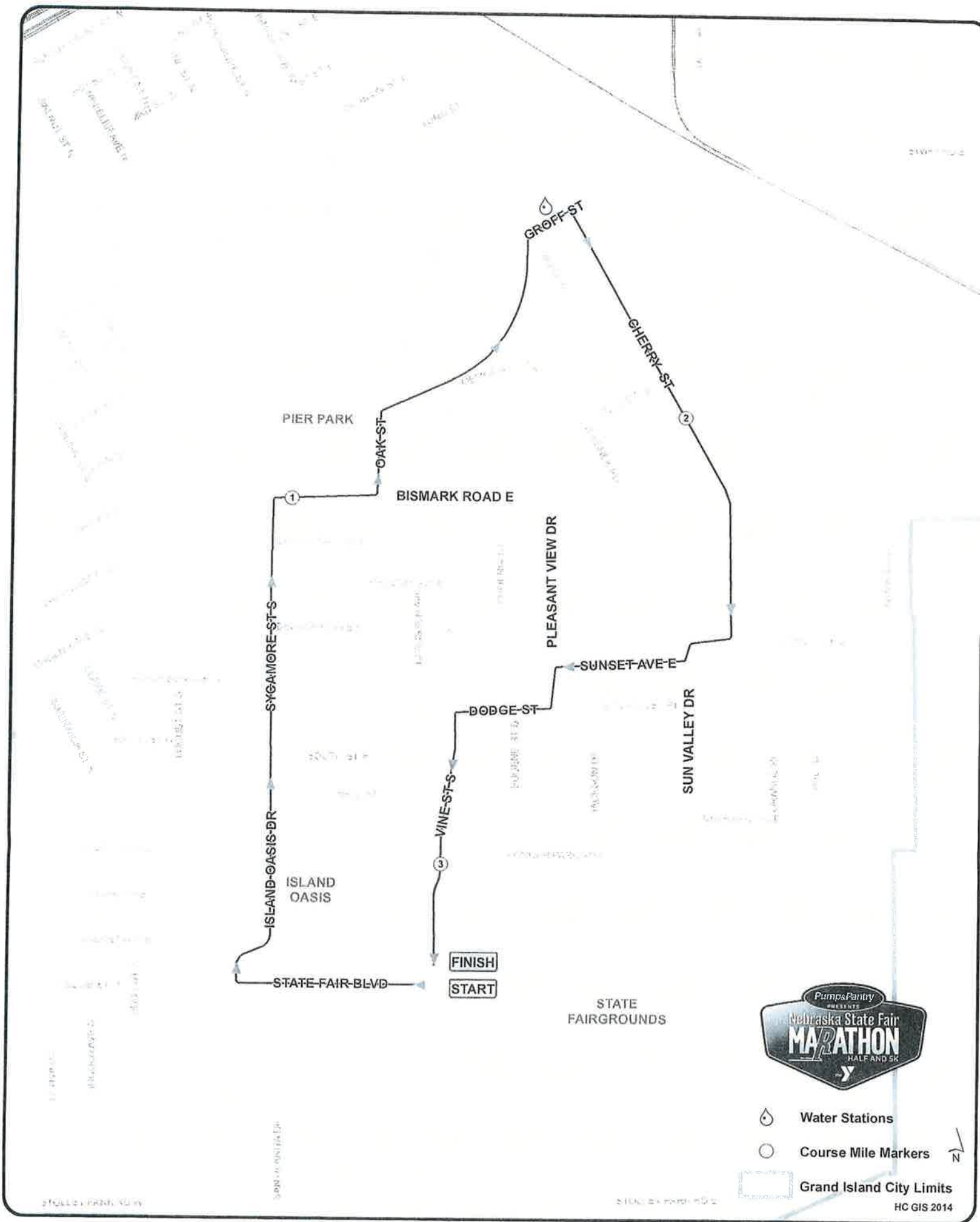


Jeffrey R Doose
Grand Island YMCA
Race Events Coordinator
308-395-9622
jeffdoose@giymca.org

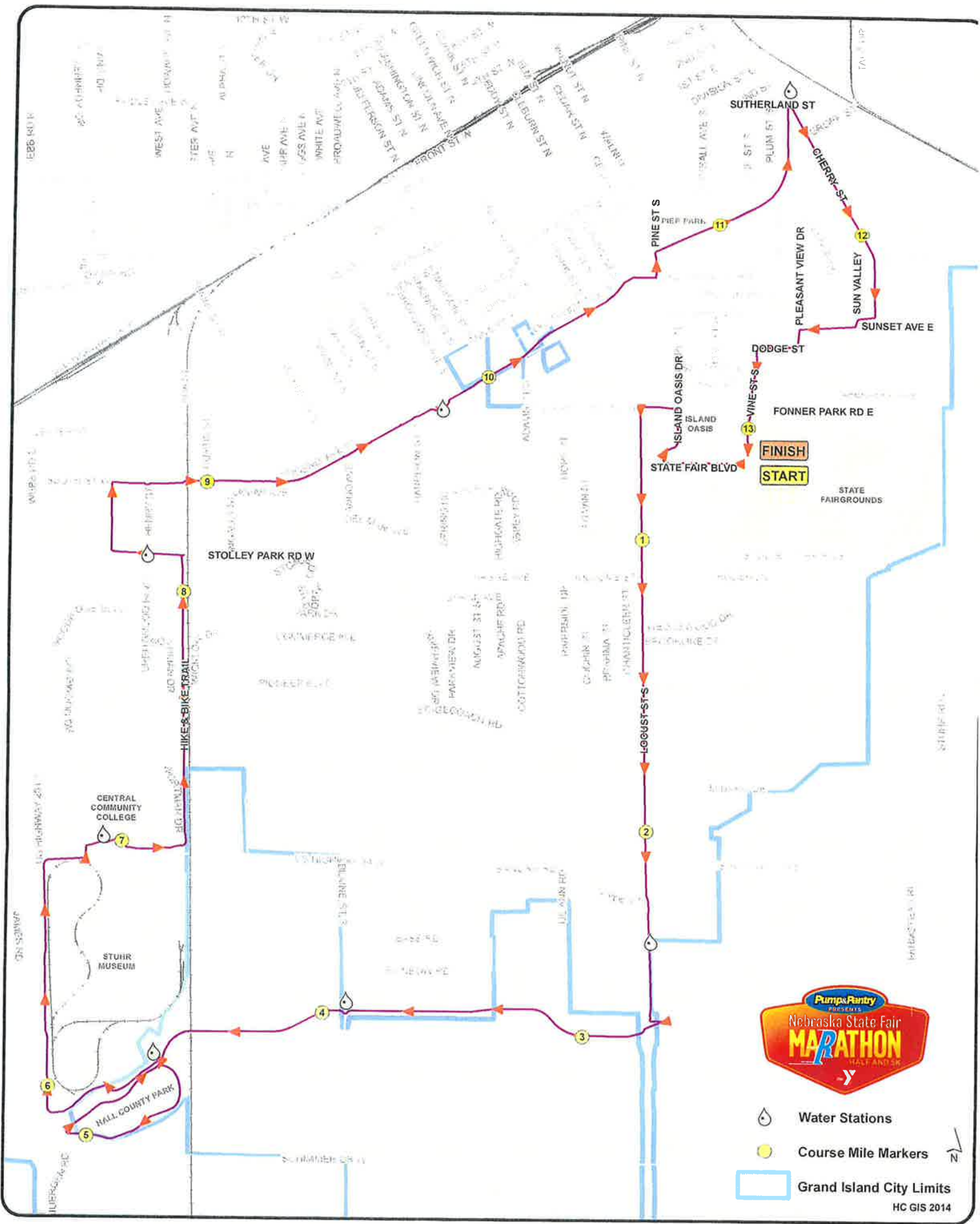



-  Water Stations
 -  Course Mile Markers
 -  Grand Island City Limits
- N
HC GIS 2014

Fall Marathon



5K course



-  Water Stations
-  Course Mile Markers
-  Grand Island City Limits

H. L. Murrain

RESOLUTION 2015-77

WHEREAS, the YMCA and State Fair have expanded the Bill Seymour half marathon into several marathons; and

WHEREAS, the YMCA has worked with City and County departments in planning the marathon race routes and developed acceptable routes; and

WHEREAS, specific wording is required by the Nebraska Department of Roads (NDOR) pursuant to Neb. Rev. Stat §39-1359, and

WHEREAS, the City accepts the duties set out in neb. Rev. Stat. §39-1359, and that if a claim is made against the State, the City shall indemnify, defend, and hold harmless the State from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of the special event, more specifically defined as the 2015 State Fair Marathon/Half Marathon/Marathon Relay/5K Race/Kids 1 Mile to be held on August 29, 2015; and

WHEREAS, the route for the special event necessitates the usage of US Highway 34; Wortman Drive to US Highway 281, and US Highway 30; Gunbarrel Road to 1st Street, Grand Island, Nebraska; and

WHEREAS, the special event will be held on August 29, 2015, with the control of US Highway 34 and US Highway 30 being assumed by the City at 6:00 am on August 29, 2015 and ending at 1:00 pm on August 29, 2015, at which time control of US Highway 34; Wortman Drive to US Highway 281, and US Highway 30; Gunbarrel Road to 1st Street, shall revert to the State.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Notice of Use of City Streets and State Highways to accommodate the 2015 State Fair Marathon/Half Marathon/Marathon Relay/5K Race/Kids 1 Mile to be held on August 29, 2015 is hereby approved.

BE IT FURTHER RESOLVED, that the Nebraska Department of Roads shall be notified of the approved route and this Notice.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 20, 2015	☐ City Attorney



City of Grand Island

Tuesday, March 24, 2015

Council Session

Item G-10

#2015-78 - Approving Award of Proposal for Consulting Services for Geospatial Data Collection of Grand Island's Public Stormwater Conveyance System - 2015

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: March 24, 2015

Subject: Approving Award of Proposal for Consulting Services for Geospatial Data Collection of Grand Island's Public Stormwater Conveyance System - 2015

Item #'s: G-10

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

Background

A Request for Proposals (RFP) for consulting services for Geospatial Data Collection of Grand Island's Stormwater System was advertised in the Grand Island Independent on February 10, 2015. The RFP was also sent to five (5) potential proposers by the Engineering Division of the Public Works Department.

The collection of this geospatial data for the City's stormwater system will assist with mapping the stormwater as required by the National Pollution Discharge Elimination System (NPDES) stormwater permit. The mapping will also give the City information on locations and elevations of all stormwater structures. This information will be utilized for stormwater hydraulic modeling, comprehensive drainage planning, required mapping for compliance with permit to identify Illicit Detection Discharge Elimination (IDDE) and stormwater capital improvement planning. This survey will provide an accurate, electronic, easily-accessible storm sewer map and database from which the staff can quickly access valuable physical and historical information regarding the storm sewer system.

Discussion

Two (2) proposals were opened on March 12, 2015 and reviewed and scored.

The estimate for this work was \$60,000.00. Funds for the consulting services are in the approved 2014/2015 budget and paid for using the LB1226 Stormwater Grant Fund through the Nebraska Department of Environmental Quality (NDEQ). This work supports the City of Grand Island's Stormwater Management Plan.

The proposal submitted by EA Engineering, Science, and Technology, Inc. of Lincoln, Nebraska was scored as the best firm to complete the required work. The agreement will be for surveying approximately 1,500 stormwater structures at \$40.00 each, for a potential amount up to \$60,000.00. Previous surveys have completed 4,941 stormwater structures.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the award of the proposal to EA Engineering, Science, and Technology, Inc. of Lincoln, Nebraska.

Sample Motion

Move to approve the award of the proposal.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
STORMWATER GEOSPATIAL DATA COLLECTION**

RFP DUE DATE: March 12, 2015 at 4:00 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: February 10, 2015

NO. POTENTIAL BIDDERS: 5

SUMMARY OF PROPOSALS RECEIVED

EA Engineering, Science, and Technology, Inc.
Lincoln, NE

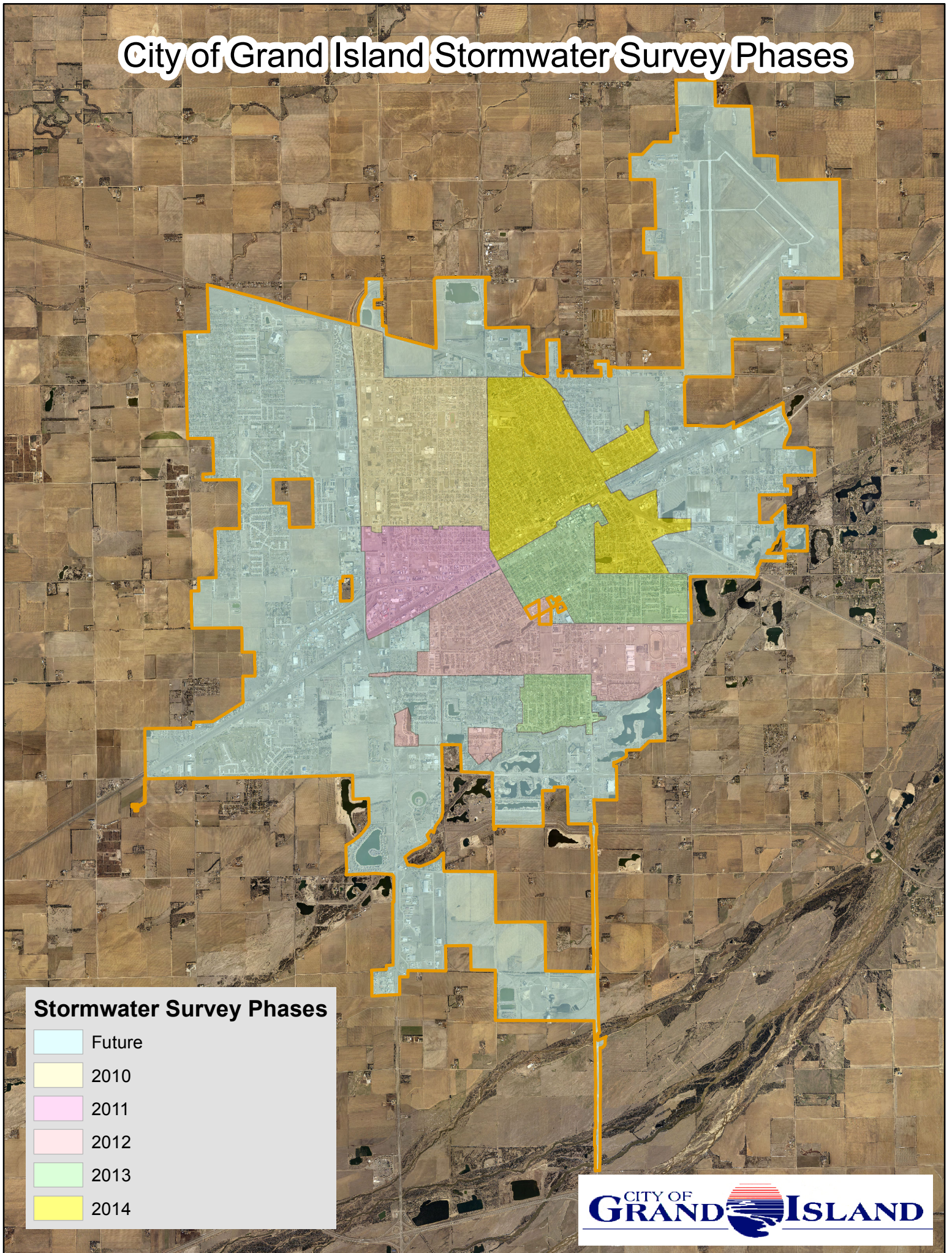
JEO Consulting Group, Inc.
Lincoln, NE

cc: John Collins, Public Works Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
William Clingman, Interim Finance Director
Terry Brown, Assist. PW Director

P1799

City of Grand Island Stormwater Survey Phases



Stormwater Survey Phases

-  Future
-  2010
-  2011
-  2012
-  2013
-  2014



RESOLUTION 2015-78

WHEREAS, the City Of Grand Island invited proposals for consulting services for Geospatial Data Collection of Grand Island's Storm Water System, according to the Request For Proposals (RFP) on file with the Engineering Division of the Public Works Department; and

WHEREAS, on March 12, 2015 proposals were received, reviewed, and evaluated in accordance with established criteria in the RFP; and

WHEREAS, EA Engineering, Science, and Technology, Inc. of Lincoln, Nebraska submitted a proposal in accordance with the terms of the Request for Proposals and all statutory requirements contained therein and the City Procurement Code with the work performed at \$40.00 each for a possibility of 1,500 units for a potential total of \$60,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of EA Engineering, Science, and Technology, Inc. of Lincoln, Nebraska for consulting services for Geospatial Data Collection of Grand Island's Stormwater System is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 20, 2015	☐ City Attorney



City of Grand Island

Tuesday, March 24, 2015

Council Session

Item G-11

#2015-79 - Approving Purchase of a 2015 Truck for the Water Department per State Bid

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
Stacy Nonhof, Assistant Utilities Director

Meeting: March 24, 2015

Subject: Replacement of Water Division Vehicle #98 per State Bid

Item #'s: G-11

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Department's Water Division currently has a 1987 Ford F-350 truck with a nine foot Omaha Standard dump box. Although this unit has only 37,000 miles on the odometer, it is 28 years old and has spent a great deal of time running while stationary. It has also seen many years of hauling heavy loads on its frame and chassis as this vehicle was used as the Division's primary dump truck for many years and has hauled concrete, dirt, mud, sand, rock, sod, barricades and materials to and from water main breaks and other job sites for those 25 years.

The dump box on Unit #98 has been re-built and re-welded several times as well as the tailgate and it is becoming a safety issue. Even though the effort has been made to limit the loading of the truck, the materials and equipment used on a daily basis by the Water Shop have become larger and heavier over the years, and funds to replace this unit were included in the 2014-15 Enterprise Fund 525 budget.

Discussion

A suitable replacement vehicle, a 2015 Ford F-450 Crew Cab 4x4, including a Badger body upfit under State Contract #12929 from Anderson Auto Group of Lincoln, Nebraska, in the amount of \$58,488.00, is available on the Nebraska State Bid List. These vehicles have gone through the State bid process and are available to municipal entities. Department staff recommends the purchase of this vehicle.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of a new truck for the Water Division under State Contract #12929 from Anderson Auto Group of Lincoln, Nebraska, in the amount of \$58,488.00.

Sample Motion

Move to approve the purchase of a new truck for the Water Division under State Contract #12929 from Anderson Auto Group of Lincoln, Nebraska, in the amount of \$58,488.00.

ANDERSON

www.AndersonAutoGroup.com

March 3rd, 2015

Grand Island Utilities
Mike Hill

State Contract 12929

- 2015 F450 Crew Cab 4x2, XLT base price: \$51,524
- Deduct for Regular Cab: \$(-\$3,249)
- Deduct for state dump body: (-\$7,350)
- 4x4 option: \$3,924
- Diesel automatic: standard
- White exterior/cloth interior: standard
- PTO provision: standard
- Limited slip rear axle: standard
- Engine block heater: standard
- Badger body upfit quote: \$13,639

Total price: \$58,488

Bobby Colclasure

Anderson Auto Group

Commercial & Fleet Director

2500 Wildcat Dr, Lincoln, NE 68521

Cell-402-617-4521

bobbyc@andersonautogroup.com

Because People Matter...

We will serve your needs by always doing what is right.



LINCOLN NORTH

2500 Wildcat Drive
Lincoln, NE 68521
402 458 9800

LINCOLN SOUTH

3201 Yankee Hill Road
Lincoln, NE 68512
402 464 0661
(Opening Fall 2011)

GRAND ISLAND

120 Diers Avenue
Grand Island, NE 68803
308 384 1700

ST. JOSEPH

2207 North Belt Highway
St. Joseph, MO 64506
816 383 8000



Badger Body & Truck Equipment Co.

SALES QUOTATION

6336 GROVER STREET, OMAHA, NEBRASKA 68106 - (402) 558-5300 - NEBR. TOLL FREE (800) 642-9325

Sold To:

Anderson Ford
2500 Wildcat Dr.
Lincoln, NE 68521

Ship To:

City of Grand Island
Mike Hill

Sales Order Date:

2/25/15

Phone Number	Customer Contact	Sales Rep Name
402-323-4013	Bobby Colclasure (bobbyc@andersonautogroup.com)	David J
PO Number	Shipping Method	Payment Terms
		Net 15

Delivery Date	6-8 weeks from order
Truck Info	2015 Ford F-450, 60" CA, Drop shipped at Badger
Deposit	

Item	Description	Quantity	Unit Price	Extension
GAL100USDDS95	Galion 9' 6" Super Duty Dump Body with Drop Sides	1		\$13,639.00
	1/4 Cab Shield with Window			
GAL PF624 EMDA	Galion Electric Hoist, Double Acting	1		
	18" Sides, 24" Front, 24" Rear			
	Painted Black			
	Backup Alarm			
	Double Acting Tailgate with Manual Release (Handle)			
	LED Stop, Tail, Turn Oval Recessed Lights			
BUY SL65AO	6" LED Oval Strobes, Rear Dump Pillars, Wired to Upfitter Switch	2		
BUY 8891500	Buyers 6" Surface Mount LED Strobe	2		
BUY 8891505	Buyers Grommet for 8891500	2		
BUY 8891506	Buyers L-Bracket for Grille Mounting 8891500 Strobe	2		
BUY 1702105	Buyers Underbody 36" x 18" x 18" Toolbox, Curb Side	1		
BUY 1701006B	Buyers Bolt-On L-Brackets for 1702105 Toolbox, Pair	1		
LUV 415054	Luverne Grip Step Running Boards, Heavy-Duty	2		
LUV 409921	Luverne Mount Bracket Kit, Ford	2		
LOT HD MUD	Heavy Duty Mud Flaps, Pair (Chain Bracket)	1		

Received By:	Date:	Subtotal	\$13,639.00
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I hereby authorize the above work to be done. You and your employees may operate above vehicle for purposes of testing, inspection or delivery at my risk. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control. I agree to payments terms and dollar amounts stated in contract. I HAVE READ AND UNDERSTAND THE ABOVE TERMS.

Sales Tax _____

TOTAL ORDER AMOUNT \$13,639.00

Authorized By: _____ Date: _____

RESOLUTION 2015-79

WHEREAS, the Water Division of the Utilities Department for the City of Grand Island, budgeted for a vehicle in the 2014/2015 fiscal year; and

WHEREAS, said vehicle, a 2015 F-450 Ford Crew Cab 4x4, including Badger body upfit, can be obtained from the State Contract holder; and

WHEREAS, the State Contract holder, Anderson Auto Group of Lincoln, came in with the low bid of \$58,488.00 without exceptions; and

WHEREAS, purchasing the vehicle from the State Contract meets all statutory bidding requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, the purchase of a new truck for the Water Division under State Contract #12929 from Anderson Auto Group of Lincoln, Nebraska, in the amount of \$58,488.00, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
March 20, 2015	☒ City Attorney



City of Grand Island

Tuesday, March 24, 2015

Council Session

Item G-12

#2015-80 - Approving Execution of a Confidentiality and Non-Disclosure Agreement regarding Wind Energy with Invenergy Wind Development LLC

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Tim Luchsinger, Utilities Director
Stacy Nonhof, Assistant City Attorney

Meeting: March 24, 2015

Subject: Confidentiality and Non-Disclosure Agreement with Invenergy

Item #'s: G-12

Presenter(s): Tim Luchsinger, 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 in a number of Wind Turbine projects. Currently, the Utilities Department is participating in Ainsworth Wind Farm, Elkhorn Ridge Wind Farm, Laredo Ridge Wind Farm and Broken Bow Wind Farm.

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 environmental regulations could be significant.

City Council has instructed the Utilities Department to evaluate additional opportunities as they arise. The Utilities Department has been approached by Invenergy regarding a possible wind farm in North Central Nebraska. In order for Invenergy to discuss specific pricing information with the Utilities Department, a Confidentiality and Non-Disclosure Agreement must be signed.

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 future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Confidentiality and Non-Disclosure Agreement be signed to allow detailed discussions with Invenergy.

Sample Motion

Move to approve the Confidentiality and Non-Disclosure Agreement with Invenergy.

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (“Agreement”) is entered into as of March 24, 2015, by and between **Invenergy Wind Development LLC**, (“Invenergy”), and the **City of Grand Island, a Municipality**, (“Counterparty”), referred to collectively as "Parties" and individually as "Party."

WHEREAS, the Parties desire to exchange certain proprietary or confidential information for the purpose of discussing **power purchase agreement relating to electric generation to be installed in Nebraska** (the “Proposed Transaction”); and

WHEREAS, the Parties are willing to provide such information for such purpose in accordance with the terms hereof;

NOW, THEREFORE, Invenergy and Counterparty do hereby mutually agree as follows:

1. Definitions.

- a. “Counterparty” shall include any of Counterparty’s subsidiaries or affiliates.
- b. “Confidential Information” shall mean all written, recorded, electronic or oral information or data (including without limitation research, developmental, engineering, manufacturing, technical, marketing, sales, financial, operating, performance, cost, business and process information or data, know-how, and computer programming and other software and software techniques) provided (whether such confidentiality or proprietary status is indicated orally or, whether or not the specific words "confidential" or "proprietary" are used) by one Party (a “Disclosing Party”) to the other Party (a “Receiving Party”) in the course of the exchange of such information or data between the Parties.
- c. “Invenergy” shall include any of Invenergy’s subsidiaries or affiliates.
- d. “Person” shall be broadly interpreted to include, without limitation, any corporation, company, partnership, other entity or individual.
- e. “Representatives” shall mean as to each Party, its directors, officers, employees, agents and advisors (including, without limitation, financial advisors, attorneys and accountants).

2. Confidentiality and Non-Use. In consideration of each Party's providing Confidential Information, the Parties agree as follows:

- a. The Receiving Party shall hold confidential and not disclose to any Person, without the prior written consent of the Disclosing Party, all Confidential Information provided to it by the Disclosing Party and any information about the Proposed Transaction, or the terms or conditions or any other facts relating thereto, including, without limitation, the fact that discussions are taking place with respect thereto or the status thereof, or the fact that Confidential Information

has been made available to the Receiving Party or its Representatives; provided, however, that the Receiving Party may disclose such Confidential Information to its Representatives who are actively and directly participating in its evaluation of the Proposed Transaction or who otherwise need to know the Confidential Information for the purpose of evaluating the Proposed Transaction;

- b. Each Party shall cause all its Representatives to observe the terms of this Agreement and shall be responsible for any breach of the terms of this Agreement by it or its Representatives; and
 - c. The Receiving Party shall return or destroy all Confidential Information (including all copies thereof), within 30 days of receipt of a written request therefore, excepting (subject to all restrictions on disclosure of this Agreement) such Confidential Information that exists only as part of regularly generated electronic backup data, destruction of which is not reasonably practicable.
 - d. In addition to the foregoing, each Party will not use the Confidential Information (a) in any way detrimental to the other Party's shareholders or (b) for any purpose other than in connection with the Proposed Transaction between the Parties.
3. Exceptions to the Confidentiality and Non-Use Obligations. The obligations imposed by Section 2 hereof shall not apply, or shall cease to apply, to any Confidential Information if or when, but only to the extent that, such Confidential Information:
- a. was known to the Receiving Party prior to the receipt of the Confidential Information; or
 - b. was, or becomes through no breach of the Receiving Party's obligations hereunder, known to the public; or
 - c. becomes known to the Receiving Party from sources other than the Disclosing Party under circumstances not involving any breach of any confidentiality obligation; or
 - d. is independently developed by the Receiving Party, as evidenced by the written records thereof.

It shall not be a breach of the confidentiality obligations hereof for the Receiving Party to disclose Confidential Information where, but only to the extent that, such disclosure is required by applicable law or regulation, provided in such case the Receiving Party shall (i) give the earliest notice possible to the Disclosing Party that such disclosure is or may be required and (ii) cooperate in protecting such confidential or proprietary nature of the Confidential Information which must so be disclosed.

4. No Further Agreements Hereunder. No joint venture or partnership shall be inferred by this Agreement, and the Parties hereto shall be independent entities. Neither Party nor any parent, subsidiary or affiliate thereof, shall be under any obligation to enter into any further agreements with the other signatory hereto or its parents, subsidiaries or affiliates of any nature whatsoever as a result of this Agreement. The Parties shall be free at all

times to hold negotiations or enter into agreements with any other persons whatsoever (including with respect to projects under discussion by the Parties hereto) in addition to or in lieu of the discussions hereunder and any such activities shall not be a breach of this agreement or any obligations owed to the other Party hereunder. Each Party hereto reserves the right, in its sole discretion, to decline and make, to retract or to reject at any time any proposal which has not yet become legally binding by execution of a written agreement between the Parties with respect thereto or with respect to any further agreements or business arrangements with the other Party hereto, its parents, subsidiaries or affiliates and to terminate all further discussions and negotiations.

5. No Representations and Warranties/ No License. The Parties make no representation or warranties, express or implied, of any kind to the other with respect to the Confidential Information, including without limitation with respect to the accuracy or completeness thereof. Any representations or warranties shall be made thereby, if at all, only in definitive written agreements that may be entered into hereafter. Nothing contained in this Agreement shall be construed as granting or conferring any right or license, express or implied, in or to any Confidential Information disclosed to the Receiving Party, including without limitation any patent, trademark and/or copyright.
6. Termination; Duration of Obligations. Unless sooner terminated by mutual written Agreement of the Parties hereto, this Agreement and the obligations hereunder shall terminate two (2) years from the date hereof.
7. Entire Agreement. This Agreement represents the entire understanding and agreement of the Parties and supersedes all prior communications, agreements and understandings between the Parties relating to the subject matter hereof. Parol or extrinsic evidence shall not be used to vary or contradict the express terms of this Agreement, and recourse shall not be had to alleged prior dealings or course of performance to explain or supplement the express terms of this Agreement.
8. Waivers; Amendments; Assignment; Counterparts. This Agreement may not be modified, amended or waived except by a written instrument duly executed by both Parties. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. This Agreement may not be assigned by either Party without the prior written consent of the other and shall be binding on, and inure to the benefit of, the respective successors of the Parties thereto. This Agreement may be signed in two or more counterpart originals, each of which shall constitute an original document.
9. Governing Law; Disputes. This Agreement is made subject to and shall be construed under the laws of the State of Illinois, without giving effect to its principles or rules regarding conflicts of laws, and that the state and federal courts situated in the State of Illinois shall have exclusive jurisdiction to resolve any disputes with respect to this Agreement or the Confidential Information with each Party irrevocably consenting to the jurisdiction thereof for any actions, suits or proceedings arising out of or relating to this Agreement or the Confidential Information, and each Party irrevocably waives its rights to jury trials with respect thereto. In the event of any litigation hereunder, the prevailing

Party shall be entitled to costs and reasonable attorney's fees.

10. Remedies. Each Party, in regards to its confidentiality obligations herein, acknowledges that the other Party would be irreparably injured by a breach of this Agreement, and the non-breaching Party, in addition to any other remedies available at law or in equity, shall be entitled to relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Agreement by the breaching Party. Any such relief shall be in addition to, and not in lieu of, money damages or any other legal or equitable remedy available to the non-breaching Party.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by their respective, fully authorized representatives as of the date first written above.

**THE CITY OF GRAND ISLAND,
NEBRASKA**

**INVENERGY WIND DEVELOPMENT
LLC**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

RESOLUTION 2015-80

WHEREAS, the Utilities Department has made efforts to be involved in developing technologies regarding renewable energy; and

WHEREAS, wind energy is the most cost effective form of renewable energy at the current time; and

WHEREAS, 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; and

WHEREAS, the Utilities Department has been approached by Invenergy regarding a possible wind farm in North Central Nebraska; and

WHEREAS, in order for Invenergy to discuss specific pricing information with the Utilities Department, a Confidentiality and Non-Disclosure Agreement must be signed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island enter into a Confidentiality and Non-Disclosure Agreement with Invenergy, and that the Mayor is designated to sign the Agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
March 20, 2015	☒ City Attorney



City of Grand Island

Tuesday, March 24, 2015

Council Session

Item G-13

**#2015-81 - Approving Bid Award for Heartland Public Shooting
Park Entry Road Rehabilitation/Replacement**

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: March 24, 2015

Subject: Approving Heartland Public Shooting Park Entry Road Rehabilitation/Replacement

Item #'s: G-13

Presenter(s): Todd McCoy, Parks and Recreation Director

Background

The Heartland Public Shooting Park entry road was constructed in the early 1940's as part of the network of roads development of the Cornhusker Army Ammunition Plant. The seventy year old road is in disrepair and in need for update.





Surface prep and a four inch asphalt overlay of the existing road was a repair option recommended by design consultant Speece/Lewis. The overlay fits the budget and goals of the staff and HPSP stakeholders. An alternate bid was included to asphalt around the existing shop building to enhance loading and delivery access.

Discussion

On February 28, 2015 the bid was advertised for HPSP Entry Road Rehabilitation/Replacement. Three firms responded to the bid.

	<u>Bid Price</u>	<u>Alternate Bid</u>
Contractors, Inc., Lincoln, NE	\$235,037.60	\$34,604.00
Gary Smith Construction, Grand Island, NE	\$234,327.60	\$30,437.50
J.I.L. Asphalt Paving Co., Grand Island, NE	\$183,034.80	\$22,109.90

Staff recommends accepting the low bid from J.I.L. Asphalt Paving Co. in the amount of \$183,034.80 and the alternate bid of \$22,109.90 for a total contracted amount of \$205,144.70. Funding for this project is budgeted in the 2014-2015 Capital Improvement Fund.

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 bid from J.I.L. Asphalt Paving Co. in the amount of \$183,034.80 and the alternate bid of \$22,109.90 for a total contracted amount of \$205,144.70.

Sample Motion

Move to approve the bid from J.I.L. Asphalt Paving Co. in the amount of \$183,034.80 and the alternate bid of \$22,109.90 for a total contracted amount of \$205,144.70.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: March 12, 2015 at 2:00 p.m.
FOR: Heartland Public Shooting Park Entry Road Rehabilitation/
Replacement
DEPARTMENT: Parks & Recreation
ESTIMATE: \$235,000.00
FUND/ACCOUNT: 40040650-90180
PUBLICATION DATE: February 28, 2015
NO. POTENTIAL BIDDERS: 5

SUMMARY

Bidder:	<u>Constructors</u> Lincoln, NE	<u>J.I.L. Asphalt Paving Co.</u> Grand Island, NE
Bid Security:	Universal Surety Co.	Granite RE, Inc.
Exceptions:	None	None
Bid Price:	\$235,037.60	\$183,034.80
Alternate Bid:	\$ 34,604.00	\$ 22,109.90

Bidder:	<u>Gary Smith Construction Co., Inc.</u> Grand Island, NE
Bid Security:	Inland Insurance Co.
Exceptions:	None
Bid Price:	\$234,327.60
Alternate Bid:	\$ 30,437.50

cc: John Collins, Public Works Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
William Clingman, Interim Finance Director
Terry Brown, PW Engineer

P1805

RESOLUTION 2015-81

WHEREAS, the City of Grand Island invited sealed bids for the Heartland Public Shooting Park Entry Road Rehabilitation/Replacement, according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on March 12, 2015, three (3) bids were received, opened and reviewed; and

WHEREAS, J.I.L. Asphalt Paving Co. from Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$183,034.80 and an alternate bid of \$22,109.90 for a total contracted amount of \$205,144.70.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of J.I.L. Asphalt Paving Co. from Grand Island, Nebraska, in the amount of \$183,034.80 and an alternate bid of \$22,109.90 for a total contracted amount of \$205,144.70 for Heartland Public Shooting Park Entry Road Rehabilitation/Replacement is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
March 20, 2015	☒ City Attorney



City of Grand Island

Tuesday, March 24, 2015

Council Session

Item G-14

#2015-82 - Approving Grant Application to United States Tennis Association for Ryder Park Tennis Courts

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director
Charley Falmlen, Community Development Specialist

Meeting: March 24, 2015

Subject: United States Tennis Association Grant Application

Item #'s: G-14

Presenter(s): Charley Falmlen, Community Development Specialist
Todd McCoy, Parks and Recreation Director

Background

The City of Grand Island's Community Development Division is proposing to submit a grant application to the United States Tennis Association (USTA) by the grant deadline of April 2nd. The application will be requesting \$50,000 from the USTA to assist in funding the proposed \$330,000 re-construction/expansion of the tennis courts located at Ryder Park.

This grant application marks the first attempt by the City of Grand Island to obtain support from the USTA and City staff has maintained communication with USTA staff about the progress of the Ryder Park Tennis Court expansion. The USTA has provided technical assistance and consultation in the Ryder Park Tennis Court expansion process and has already reviewed the outline of the expansion project. After their formal involvement and review of the project, the USTA chose to forward a formal grant application to the City of Grand Island.

Funding from the United States Tennis Association will cover 20% of the total project cost, and the grant is administered by the National Office. The remaining funds for this project are represented as follows: a confirmed \$16,000 from the Regional Office of the United States Tennis Association, \$175,000 from the City of Grand Island 2014-2015 Parks and Recreation Budget, and a confirmed \$90,000 from the Grand Island Tennis Association.

Discussion

The City of Grand Island Parks and Recreation Department plans for the improvement of the tennis courts at Ryder Park by demolishing the three existing 78' courts and replacing them with six new 78' courts.

The tennis courts at Ryder Park are currently used for various programs that involve youth and adults. It also serves as the official court of the Grand Island Central Catholic Tennis Team. This expansion would allow the City of Grand Island to partner with the Grand Island Tennis Association in offering more tennis amenities to the public including a large increase in programs available to children. Additional programs being offered by the expansion would include USTA Summer Tournaments for Juniors and Adults, Men's and Women's evening leagues, 10 and Under Programs and subsequent Tournaments, and Parks and Rec's "Tennis in Parks" program expansion.

Alternatives

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

1. Approve the application for the United States Tennis Association.
2. Take no action on the issue.

Recommendation

City Administration recommends that Council approves the application for the United States Tennis Association and authorize the Mayor to sign all related documents.

Sample Motion

Move to approve the grant application for the United States Tennis Association and authorize the Mayor to sign all related documents.



2015 Facility Grant Application

Grant Summary and Eligibility

The United States Tennis Association is pleased to offer the 2015 USTA Facility Grant. The grant is for facilities open to the public.

All communities completing the application must have received the electronic application from facilities@usta.com

Grant Categories:

Category I: Basic Facility Improvements: including fixed court amenities (i.e. backboards, fencing, windscreens, etc). **Grants up to 50% of the total project cost (\$4,000 max)**

Category II: Resurfacing: Resurfacing of existing courts at tennis facilities. Lighting. **Grants up to 20% of the total project cost (\$35,000 max)**

Category III: New Construction or Existing Facility Reconstruction & Expansion: **Grants up to 20% of the total project cost (\$50,000 max)**

Grant Deadlines and Award Announcements

- 2015 Applications will be offered and reviewed on an ongoing monthly basis.
- Applicants will receive feedback within 30 days of submission from their project consultant.

A. Facility Information.

1. Facility Name – please give the entire name (i.e., City of Smashville: John Racquet Memorial Park Tennis Complex).
2. Facility Address - please give the physical location of the courts.
3. Facility E-mail/website – The webpage can be facility specific or a city/gov. web page that gives information on tennis court hours/times, costs and program information.
4. USTA Section – visit www.usta.com and select 'find a section' from the top right of the page to determine your section.
5. Number of Courts at Facility – please indicate the total # 78', 60' & 36' currently at the facility and the total number that will be at the facility after construction/reconstruction or new lines are added
6. Type of Surface – please give the number of courts with each type of surface specified. Information is easily determined by court surface contractors.
7. Date of when courts were first constructed - If you do not know an exact date, please indicate estimated date
8. USTA Membership # (required) - This can be a facility membership or sponsoring association membership, but not an individual membership.
9. Please confirm which level of funding you are seeking.

B. Agency / Applicant information.

1. Organization Name – agency that owns the existing or proposed tennis facility.
2. Applicant Name – if different than the owner of the tennis facility.

3. Contact person – person who may be contacted during the grant application review process to answer questions on the request.
4. Address - complete mailing address of applicant.
5. E-mail address of contact person.
6. Phone numbers for contact person; please give descriptor (i.e. cell, work, recreation center) and include extensions if needed to reach the contact.

C. Information about Improvements.

1. Describe improvements – This must be a written description and should identify improvements completed to date and those improvements for which the applicant wishes funding assistance.
2. Photographs – required of all sites for improvement (even if it is undeveloped land) **All photos should be uploaded to the link provided in the email.**
3. Detailed timeline from conception to completion. Include dates of fundraisers and award notifications of pending grants.
4. Detailed sketch of the tennis court area(s) (Cat I and II). Include:
 - Dimensions from baselines to fixed obstruction (fences, light poles, walls, etc.)
 - Dimensions from sidelines to fixed obstructions (fences, light poles, walls, etc.)
 - Dimensions between the courts
 - Locations and width of gates

Or, detailed construction drawings of the proposed project (Cat III only)

D. Funding Information.

1. Grant amount requesting – the amount must not exceed the allowable amount per category.

Total estimated cost: This total should reflect only facility upgrades authorized. **The cost of the project cannot include construction work already completed.**

2. Total amount of committed local funds available – please indicate the amount of money that is currently committed to the project. The FUNDS column must include committed funds currently available – attach proof of committed funds (i.e. award letters of other grants, letter of committed funds from Park and Recreation Director, or minutes of a budget meeting). The EXPENSES column should give the costs of professional fees, material costs, and administrative fees specifically. **Do not include costs for construction already completed.**
3. A W9 will be requested if awarded funds.
4. Attach proof of committed funds (i.e. award letters of other grants, letter of committed funds from Park and Recreation Director, or minutes of a budget meeting, bank account statements, etc.).
5. Bids and prices should be dated within 3 months of application submission date.

E. Facility's Potential.

1. Facility media or marketing plan to attract players/publicize success
2. Provide details on current and planned programming for the tennis facility to include lessons, tournaments, league play and cooperative efforts with schools and other tennis organizations, including USTA Sections. Provide copies of newsletters, brochures and other literature demonstrating programs and how tennis is promoted in the community. The Program Plan should outline existing tennis programming and the anticipated tennis programming post renovation.
3. Commitment letter must be from the owner of the facility and should demonstrate the ability of the owner to provide continued programming and maintenance.

F. Certification.

1. If the facility owner and applicant are two separate organizations, both must sign and date the certification.

USTA Use Only
 TPA No. _____
 Submitted On _____
 Meet requirements: _____

A. Facility Information:

1. Facility Name: _____
2. Facility Address (street): _____
 (city, state and zip): _____
3. Facility E-mail Address and/or Website*: _____
4. USTA Section: _____
5. Number of Courts at Facility: Existing _____ 78' _____ 60' _____ 36' At completion: _____ 78' _____ 60' _____ 36'
6. Type of Surface: _____ Hard _____ Clay
 If the courts are hard, please indicate: _____ Asphalt _____ Concrete Other: _____
7. Year the courts were originally constructed: _____ Last Resurfaced: _____
8. USTA Membership #: _____

**By providing your e-mail address you authorize the USTA and any Official Sponsors to contact you via electronic mail.*

9. Please confirm the level of funding for which you are applying:

Category	Description	Funding Amount	Requested Level of Funding
Category I	Basic facility improvements including fixed court amenities (i.e. backboards, fencing, windscreens, etc.)	Up to 50% of total project cost (\$4,000 maximum).	<input type="checkbox"/>
Category II	Resurfacing of existing courts and/or Lighting.	Up to 20% of total project cost (\$35,000 maximum).	<input type="checkbox"/>
Category III	New construction, existing facility reconstruction and/or expansion.	Up to 20% of total project cost (\$50,000 maximum).	<input type="checkbox"/>

B. Agency/Applicant Information:

1. Organization Name: _____
2. Applicant Name: _____
3. Contact Person: _____
4. Address: _____
5. E-mail address: _____
6. Phone numbers: Primary: _____ Alternate: _____

C. Information about Improvements:

All applicants must submit:

1. Description of planned improvements
2. Photographs of the existing property
3. A detailed timeline
4. Detailed sketch or construction drawings
 - a. Category I and II applicants must include 1 copy of a detailed sketch of the tennis court area(s). Detailed construction drawings may be required of Category II applicants depending on the scope of project. Your USTA National project consultant will communicate this to you if needed.
 - b. Category III applicants must include 1 copy of detailed construction drawings of the proposed project. Plans must provide sufficient dimensional information to ascertain adequacy of court(s) size and placement on the property. Please refer to the "Typical Construction Document Contents" information distributed with the application.

Please note that you may have previously submitted this material to your Project Consultant during the Technical Phase of this process. But, these documents are required again for the grant committee to make a funding decision. Submit the information that has been approved by the Technical Committee. Submitting an un-approved scope of work will delay the funding decision.

Label all attachments with the facility name and TPA # and upload to the link provided.

F. Certification

By signing this application, the application certifies that the information provided with this application is true and correct, and agrees to the following:

- The facility agrees, if requested, to disclose or provide information regarding all usage fees prior to grant assistance.
- The facility will comply with all applicable A.D.A. requirements and remain open to the public
- The facility will provide a safe, properly constructed and functional facility, including other amenities (i.e. shade areas, water fountains, backboards, lighting, etc.) to make the game of tennis more enjoyable and to encourage the growth of tennis.
- The facility will provide photos and documentation of publicity after renovations
- The facility will be constructed as approved by the USTA's Technical Team
- As a requirement of acceptance of USTA funding, the facility agrees to develop new tennis players by providing clinics, beginner or retention programs. These programs must be identified in detail within the application.
- Incomplete applications will result in the application being returned without consideration for funding.
- I understand that if this application is successfully funded the amount awarded will be distributed on a draw basis as accountability forms are submitted to and approved by the USTA.

Applicant (PRINT)

Facility Representative (PRINT)

Needed if applicant does not represent facility owner

Signature

Signature

Date

Date

Any photographs, brochures, or materials submitted in connection with this application are considered the property of the USTA and will not be returned. By submitting this application, applicant grants to the USTA and its assignees the right to use facility's name, history, description, photograph, rendering, or any other materials submitted in connection with this application for any and all promotional purposes.

Check list – please include this checklist with the application and retain one copy of each application component for your records.

DID YOU REMEMBER TO INCLUDE THE FOLLOWING? (1 COPY OF EACH)

Check Here:

- Pages 4-7 of the application
- Description of Improvements **C1**
- Supporting photos **C2**
- Project time line **C3**
- Cat I or II** Drawings with court dimensions **C4**
- Cat III** Construction documents **C4**
- Proof of committed funds **D4**
- Estimates or bids and/or Price list **D5**
- Marketing plan **E1**
- Program Plan **E2**
- Facility owner's commitment **E3**

Important Reminders:

- Submit application to the link that is provided to you in the email
- When uploading your documents, be sure to add a label (i.e. application, drawings, photos, program, letter of support, etc.)
- If you need help, call or e-mail your project consultant.

RESOLUTION 2015-82

WHEREAS, the City of Grand Island, Nebraska, will seek the opportunity to apply for a \$50,000 grant request from United States Tennis Association; and

WHEREAS the City will submit an application regarding the demolition and expansion of the Ryder Park Tennis Courts; and

WHEREAS, the City of Grand Island will submit an application as a result of project readiness, signified by the financial understanding of City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island, Nebraska is hereby authorized to apply for a \$50,000 grant request from the United States Tennis Association ; and

The Mayor is hereby authorized and directed to execute documentation on behalf of the City of Grand Island for such process.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 20, 2015	☐ City Attorney



City of Grand Island

Tuesday, March 24, 2015

Council Session

Item I-1

#2015-83 - Consideration of Approving Letter of Support for Essential Air Service (EAS) to the Department of Transportation (DOT)

Staff Contact: Marlan Ferguson

Council Agenda Memo

From: Marlan Ferguson, City Administrator
Meeting: March 24, 2015
Subject: Essential Air Service Recommendation
Item #'s: I-1
Presenter(s): Mike Olson, AAE, Executive Director
Hall County Airport Authority

Background

The Department of Transportation developed a program entitled Essential Air Service (EAS) several years ago to assure that smaller rural communities would be provided with passenger air service. The program provides subsidies to commercial air carriers to offset the cost of offering such service in areas where ridership cannot be to the level to achieve profitability. This program is intended to help small communities in economic development, community development and population stabilization. Hall County has benefited from this program over the last few years by assuring that the area continued flight service for citizens and businesses.

Every two years the Department of Transportation asks for proposals from air carriers for the various EAS communities for the continuation of air service. One proposal from American Airlines was submitted for the Central Nebraska Regional Airport. A summary of the proposal is attached for City Council review.

Discussion

The Airport Authority Board, in a letter to Mayor Jensen, is requesting concurrence from the City for the formal request to the Department of Transportation for the Essential Air Service. This is a requirement of the DOT on matters such as this.

On March 11, 2015 the Hall County Airport Authority conducted a public meeting to discuss the bids for Essential Air Service to Grand Island, NE. The Hall County Airport Authority is recommending American Airlines to the Department of Transportation (DOT) for air service for the Central Nebraska Regional Airport under the Essential Air Service Program.

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 accept the recommendation of the Hall County Airport Authority Board submitted by American Airlines and authorize the Mayor to send a letter to the Department of Transportation expressing support of such proposal.

Sample Motion

Move to accept the recommendation of the Hall County Airport Authority Board submitted by American Airlines and authorize the Mayor to send a letter to the Department of Transportation expressing support of such proposal.



March 11, 2015

Mayor Jeremy Jensen
City of Grand Island
PO Box 1968
Grand Island, NE 68802

Dear Mayor Jensen:

Today, the Hall County Airport Authority adopted the enclosed Resolution 15-25 to make the following recommendation to the Department of Transportation for air service at the Central Nebraska Regional Airport under the Essential Air Service program: American Airlines will provide 13 nonstop round trips per week on a (44 or 50 seat) regional jet from the Central Nebraska Regional Airport in Grand Island, NE (GRI) to Dallas/Fort Worth International Airport (DFW) in Dallas/Fort Worth, TX.

The term is a two-year period from July 1, 2015 through June 30, 2017 with an annual Federal subsidy of \$1,270,707.00, and Authority agrees to waive the right to hold in American Airlines upon issuance of 120 days' notice to terminate service.

The Hall County Airport Authority Board respectively requests concurrence from the City Council in our support for American Airlines to Dallas/Fort Worth Texas International Airport, and a letter of support from Mayor Jensen recommending the same to the Department of Transportation.

Sincerely submitted,

HALL COUNTY AIRPORT AUTHORITY

Michael J. Olson, AAE
Executive Director

cc: Marlan Ferguson – City Administrator
RaNae Edwards – City Clerk

EMAILED
3/16/15 DP

Michelle Setlik
Lynne Werner
Mike Olson, AAE, Executive Director

Ken Caldwell
Joe Cook
Brian Ousant

BOARD MEMBERS :

HALL COUNTY AIRPORT AUTHORITY

Hall County Airport Authority

March 11, 2015

Resolution 15-25

Essential Air Service (EAS) Request for Grand Island, NE

AUTHORITY ACTION TAKEN: Resolution being the Hall County Airport Authority makes the following recommendation to the Department of Transportation (DOT) for air service at the Central Nebraska Regional Airport under the EAS program:

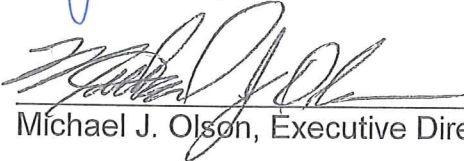
Air service with American Airlines to provide 13 nonstop round trips per week on a (44 or 50 seat) regional jet from the Central Nebraska Regional Airport in Grand Island, NE (GRI) to Dallas/Fort Worth International Airport (DFW) in Dallas/Fort Worth, TX.

The term is a two-year period from July 1, 2015 through June 30, 2017 with an annual Federal subsidy of \$1,270,707.00.

The Hall County Airport Authority agrees to waive the right to hold in American Airlines upon issuance of 120 days notice to terminate service.



Lynne Werner, Board Chair



Michael J. Olson, Executive Director

RESOLUTION 2015-83

WHEREAS, the Central Nebraska Regional Airport has been working diligently to improve the air service options available to central Nebraskans and to increase the number of enplanements from the Central Nebraska Regional Airport; and

WHEREAS, on March 11, 2015, the Hall County Airport Authority Board approved Resolution #15-25 authorizing a recommendation to the Department of Transportation to allow American Airlines to provide thirteen (13) weekly round trip nonstop flights to Dallas/Fort Worth International Airport in Dallas/Fort Worth, Texas; and

WHEREAS, the recommendation would serve more passengers in central Nebraska, and would be the best use of federal Essential Air Service subsidies, and

WHEREAS, the City of Grand Island supports the efforts to increase affordable, convenient options for air travel for central Nebraska; and

WHEREAS, increased air traffic to serve central Nebraska would be a valuable asset to the community.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor and City Council of the City of Grand Island hereby pledge their full support, endorsement, and cooperation with the efforts of the Hall County Airport Authority in submitting a recommendation to the Department of Transportation seeking Essential Air Service improvement funding to allow American Airlines to provide thirteen (13) weekly round trip nonstop flights to Dallas/Fort Worth International Airport in Dallas/Fort Worth, Texas.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to send a letter to the Department of Transportation expressing support of such proposal.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 20, 2015	☐ City Attorney



City of Grand Island

Tuesday, March 24, 2015

Council Session

Item I-2

#2015-84 - Consideration of Amendment to the Redevelopment Plan for CRA Area 2 for Site Specific Redevelopment Plan Located at 1616 S. Eddy Street

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

Staff Contact: Chad Nabity

RESOLUTION 2015-84

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

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 2007, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has previously declared Redevelopment Area No. 2 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

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

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

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

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: property acquisition, site preparation, planning activities utilities extensions, landscaping, and fees associated with the redevelopment project. All redevelopment activities will occur in Grand Island, Hall County, Nebraska; and

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

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

Approved as to Form	☐ _____
March 20, 2015	☐ City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No.2 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission with respect to the Redevelopment Contract.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall be January 1, 2016 as follows:
 - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
 - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.
 - c. The Mayor and City Clerk are authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.

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.

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Adopted by the City Council of the City of Grand Island, Nebraska, March 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 24, 2015

Council Session

Item J-1

Approving Payment of Claims for the Period of March 11, 2015 through March 24, 2015

The Claims for the period of March 11, 2015 through March 24, 2015 for a total amount of \$4,759,980.82. A MOTION is in order.

Staff Contact: William Clingman