
City of Grand Island



Tuesday, June 23, 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 Scott Taylor, First Christian Church, 2400 West 14th Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, June 23, 2015

Council Session

Item D-1

**#2015-BE-2 - Consideration of Determining Benefits and Levy
Special Assessments for Fence Removal from Public Right of Way
at 904 West Phoenix Avenue**

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: June 23, 2015

Subject: Consideration of Determining Benefits and Levy Special Assessments for Fence Removal from Public Right of Way at 904 West Phoenix Avenue

Item #'s: D-1 & F-4

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

Background

The Certificate of Final Completion for fence removal from the public right of way at 904 West Phoenix Avenue was approved by City Council on May 26, 2015, via Resolution No. 2015-137. June 23, 2015 was set as the date for Council to sit as the Board of Equalization. Through informal bids Galvan Construction, Inc. of Grand Island, Nebraska was hired to remove the fence from the public right of way. Work was completed at a price of \$500.00. All work has been completed and special assessments have been calculated for the improvements.

Discussion

The costs for this project will be assessed to the adjacent property. The payments are spread over five (5) years at 7% simple interest. The first payment of principle only at 1/5th of the assessment is due 10 days after filing of the ordinance that levies the costs as approved at the Board of Equalization. The City has had multiple correspondences with the property owner and sent a reminder letter advising them that the BOE is scheduled for June 23, 2015 and the first payment will be due shortly after.

Alternatives

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

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

4. Take no action on the issue

Recommendation

Public Works Administration recommends that the Council meet as the Board of Equalization to determine benefits and pass an ordinance to levy Special Assessments to the individual property.

Sample Motion

(Sample Motion for the Board of Equalization)

Move to approve the resolution establishing benefits for fence removal from the public right of way at 904 West Phoenix Avenue.

(Sample Motion for the Ordinance)

Move to approve the ordinance levying the assessments for fence removal from the public right of way at 904 West Phoenix Avenue.

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

AFFIDAVIT OF MAILING

RaNae Edwards, City Clerk, being first duly sworn on oath, deposes and says that she is the duly appointed and acting City Clerk of the City of Grand Island, Nebraska, and that on June 3, 2015, she mailed copies of the "Notice of Board of Equalization Hearing – Fence Removal from Public Right of Way at 904 West Phoenix Avenue", which notice was first published in the Grand Island Independent on June 2, 2015, to the following named parties:

John J. & Shirley M. Pascoe
912 West Phoenix Avenue
Grand Island, NE 68801

Such communications were properly posted and deposited in the United States mail.

Those names shown with an asterisk were mailed copies by certified mail, return receipt requested, being owners of property within the district whose addresses were shown on the tax rolls of Hall County at the time said Notice was first published as being outside the boundaries of Hall County.

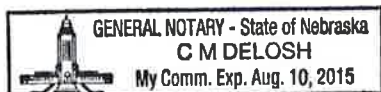
Affiant further states that she, and her attorney, after diligent investigation and inquiry, were unable to ascertain and does not know the post office address of any other party appearing to have a direct legal interest in the proceedings other than the above parties to whom notice has been mailed.

DATED: June 3, 2015



RaNae Edwards, City Clerk

Subscribed and sworn to before me this 3rd date June, 2015.





Notary Public

NOTICE OF BOARD OF EQUALIZATION HEARING

Fence Removal from Public Right of Way at
904 West Phoenix Avenue

NOTICE is hereby given to all persons owning real estate at 904 West Phoenix Avenue in the City of Grand Island, Hall County, Nebraska, and to all persons interested, that the City Council of said City will sit as a Board of Equalization at the City Council Chambers on June 23, 2015 at 7:00 p.m., to determine benefits accruing to the respective lots, tracts, and parcels of land in said district to pay the cost of the fence removal from the public right of way therein. All owners of real estate within said fence removal area, and all persons interested, will take notice of the time and place of the sitting of the Board of Equalization, at which time any person or persons may appear and show cause, if any there be, why assessments should not be made.

By order of the City Council, Grand Island, Nebraska.

RaNae Edwards, City Clerk

Publication Dates:

June 2, 2015

June 9, 2015

June 16, 2015

CLASSIFIED 7B

**NOTICE OF
BOARD OF EQUALIZATION
HEARING**

Fence Removal from Public
Right of Way at
904 West Phoenix Avenue

NOTICE is hereby given to all persons owning real estate at 904 West Phoenix Avenue in the City of Grand Island, Hall County, Nebraska, and to all persons interested, that the City Council of said City will sit as a Board of Equalization at the City Council Chambers on June 23, 2015 at 7:00 p.m., to determine benefits accruing to the respective lots, tracts, and parcels of land in said district to pay the cost of the fence removal from the public right of way therein. All owners of real estate within said fence removal area, and all persons interested, will take notice of the time and place of the sitting of the Board of Equalization, at which time any person or persons may appear and show cause, if any there be, why assessments should not be made.

By order of the City Council,
Grand Island, Nebraska.

RaNae Edwards,
City Clerk

2-9-16

DRAFT

This Space Reserved for Register of Deeds

ORDINANCE NO. _____

An ordinance assessing and levying a special tax to pay the cost of fence removal from the public right of way at 904 West Phoenix Avenue of the City of Grand Island, Nebraska; providing for the collection of such special tax; repealing any provisions of the Grand Island City Code, ordinances, and 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. There is hereby assessed upon the following described lots, tracts and parcels of land specially benefited, for the purpose of paying the cost of fence removal from the public right of way at 904 West Phoenix Avenue, as adjudged by the Mayor and Council of the City, to the extent of benefits thereto by reason of such improvement, after due notice having been given thereof as provided by law; and a special tax for such cost of construction is hereby levied at one time upon such lots, tracts and land as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
John J. & Shirley M. Pascoe	Lot 1, Block 1, Glover's Subdivision City of Grand Island, Hall County, Nebraska	\$500.00
TOTAL		\$500.00

Approved as to Form ☐ _____
June 3, 2015 ☐ City Attorney

DRAFT

SECTION 2. The special tax shall become delinquent as follows: One-fifth of the total amount shall become delinquent in ten days; one-fifth in one year; one-fifth in two years; one-fifth in three years; one-fifth in four years respectively, after the date of such levy; provided, however, the entire amount so assessed and levied against any lot, tract or parcel of land may be paid within ten days from the date of this levy without interest, and the lien of special tax thereby satisfied and released. Each of said installments, except the first, shall draw interest at the rate of not exceeding seven percent (7.0%) per annum from the time of such levy until they shall become delinquent. After the same become delinquent, interest at the rate of three-fourths of one percent per month shall be paid thereon as in the case of other special taxes, until the same is collected and paid.

SECTION 3. The treasurer of the City of Grand Island, Nebraska is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 5. Any provision of the Grand Island City Code, and any provision of any ordinance, or part of ordinance, in conflict herewith is hereby repealed.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: June 23, 2015

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

RESOLUTION 2013

DRAFT

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for fence removal from public right of way at 904 West Phoenix Avenue, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$500.00; and

Such benefits are based on fence removal from the public right of way at the adjacent property; and

According to the actual cost of fence removal from public right of way adjacent to the respective lots, tracts, and real estate within such fence removal area, such benefits are the sums set opposite the description as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
John J. & Shirley M. Pascoe	Lot 1, Block 1, Glover's Subdivision City of Grand Island, Hall County, Nebraska	\$500.00
TOTAL		\$500.00

Adopted by the City Council of the City of Grand Island, Nebraska, June 23, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
June 3, 2015 ☐ City Attorney

R E S O L U T I O N 2015-BE-2

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for fence removal from public right of way at 904 West Phoenix Avenue, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$500.00; and

Such benefits are based on fence removal from the public right of way at the adjacent property; and

According to the actual cost of fence removal from public right of way adjacent to the respective lots, tracts, and real estate within such fence removal area, such benefits are the sums set opposite the description as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
John J. & Shirley M. Pascoe	Lot 1, Block 1, Glover's Subdivision City of Grand Island, Hall County, Nebraska	\$500.00
TOTAL		\$500.00

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 23, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form <input type="checkbox"/> _____ June 19, 2015 <input type="checkbox"/> City Attorney
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City of Grand Island

Tuesday, June 23, 2015

Council Session

Item E-1

**Public Hearing on Request from Ornelas, Inc. dba La Cocina
Mexican Restaurant, 2418 North Webb Road, Suite A for Class “I”
Liquor License**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: June 23, 2015

Subject: Public Hearing on Request from Ornelas, Inc. dba La Cocina Mexican Restaurant, 2418 North Webb Road for a Class “I” Liquor License

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

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

It is hereby declared to be the intent and purpose of the city council in adopting and administering the provisions of this chapter:

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

Discussion

Ornelas, Inc. dba La Cocina Mexican Restaurant, 2418 North Webb Road has submitted an application for a Class “I” Liquor License. A Class “I” Liquor License allows for the sale of alcohol on sale inside the corporate limits of the city.

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

Also submitted with the application was a request from Javier Erives, 504 N. Walnut Street, Apt. 3 for a Liquor Manager Designation.

After reviewing the Police Department report (see attached) it is recommended that the City Council deny this request based on not qualifying under Nebraska State Statute 53-132 (a), (b), and (c) and under Nebraska Liquor Control Commission Rules and Regulations, Chapter 2 010.01, Falsification of Application.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to deny the application for Ornelas, Inc. dba La Cocina Mexican Restaurant, 2418 North Webb Road for a Class "I" Liquor License and Manager Designation for Javier Erives, 504 N. Walnut Street, Apt. 3 based on not qualifying under Nebraska State Statute 53-132 (a), (b), and (c) and under Nebraska Liquor Control Commission Rules and Regulations, Chapter 2 010.01, Falsification of Application.

06/18/15
10:16

Grand Island Police Department
LAW INCIDENT TABLE

Page: 450
1

City : Grand Island
Occurred after : 08:00:00 06/15/2015
Occurred before : 08:00:00 06/15/2015
When reported : 08:00:00 06/15/2015
Date disposition declared : 06/18/2015
Incident number : L15061327
Primary incident number :
Incident nature : Liquor Lic Inv Liquor Lic Inv
Incident address : 2814 Webb Rd N
State abbreviation : NE
ZIP Code : 68803
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received :
Agency code : GIPD GIPD Grand Island Police Dept
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number :
Geobase address ID : 46329
Long-term call ID :
Clearance Code : O O Open Case
Judicial Status : OPEN Active-Open investigation
=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
LW	L14120145	06/15/15	Liquor Lic Inv	Related
NM	201621	06/17/15	Hager, Andrew D	Contacted
NM	100996	06/15/15	Erives, Javier	Manager
NM	197111	06/15/15	Gutierrez, Estanislao	Owner
NM	197112	06/15/15	La Cocina Mexican Restaurant,	Business Involved
NM	197113	06/15/15	Valdez, Maria de la luz	Estanislao's Spouse

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT21	LT21 Restaurant	

IMAGE CODES FOR INCIDENT:

Seq	Imag	Image code for a users description field
1	DOC	DOCUMENT mobile report

LAW INCIDENT NARRATIVE:

Informational/Liquor Lic Investigation

I received a copy of a liquor license application from Ornelas Inc. doing business as La Cocina Mexican Restaurant. I also received a copy of a liquor manager application from Javier Erives.

LAW INCIDENT OFFENSES DETAIL:

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

LAW INCIDENT RESPONDERS DETAIL:

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

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	13:08:07 06/15/2015

Grand Island Police Department
Supplemental Report

Date, Time: Mon Jun 15 13:08:19 CDT 2015
Reporting Officer: Vitera
Unit- CID

I received a copy of a Class I (beer, wine, distilled spirits on sale only) corporate liquor license application from Estanislao Gutierrez for La Cocina Mexican Restaurant. I also received a copy of a liquor manager application from Javier Erives. La Cocina Mexican Restaurant is located at 2814 N. Webb Road and is currently open for business.

Estanislao Gutierrez applied for a Class I LLC liquor license in Grand Island in December 2014. The GIPD recommended a denial (see prior report), and his application was denied by the Council based upon it being a false application with hidden ownership and character and reputation issues with some of the people involved. The application was withdrawn before it went in front of the Nebraska Liquor Control Commission (NLCC).

In Estanislao's prior application, his daughter (Gabriela Gutierrez) was the applicant for the liquor manager. Gabriela's husband (Gemelo M. Leon Garcia) lent money to the business, was on the business checking account, signed the lease agreement as a witness, and filled out the application for the liquor license. Neither Gabriela or Estanislao knew how much money Gemelo had lent the business. In fact, Gabriela was surprised that Gemelo had even lent money to the business.

The bottom line was that while Estanislao was the person applying for the liquor license on paper, everything pointed towards the application belonging to Gemelo, and Gemelo wasn't eligible to receive a liquor license. The main issue with Gemelo is that at the time of the investigation, he was an illegal alien who gained Deferred Action Childhood Arrival (DACA) status from President Obama. All evidence indicated that Gemelo had stolen a California man's Social Security number and used it for employment purposes before he obtained a legitimate Social Security number after being granted DACA status.

Estanislao has a restaurant in McCook and York. During the prior investigation, I learned that Mary Badel was listed on the NLCC's web site as the liquor manager for the restaurant in McCook. However, according to the Nebraska Criminal Justice Information System (NCJIS), Mary lives in Gering, Nebraska which is 238 miles from McCook. The McCook Police Department also had information showing that Mary lives in Gering. They hadn't had contact with Mary since 20011. A paid law enforcement-only database shows that Mary has lived in Gering since 4/30/2011.

I checked the NLCC's site on 6/15/15 and found that Mary Badel is still listed as the liquor manager for the McCook restaurant. I am waiting to hear back from the Gering Police Department about contact information for Mary. I would like to ask her how long it's been since she was the liquor manager for the La Cocina restaurant in McCook. Back in December, Andrew Hager was listed as the liquor manager for the La Cocina in York. As of 6/15/15, he is still listed as the liquor manager. I contacted the York Police Department and asked for help locating Andrew, so I can ask him about his employment.

Later in the day on 6/15/15, I received a call from an investigator with the Gering Police Department who advised that he checked their city utility records and found that Mary Badel has been paying utilities in Gering since 4/8/11. I was given a phone number for Mary and left her a message on 6/16/15 asking her to call me. The phone number is the same number I tried calling back in December of last year during the first La Cocina investigation. Mary didn't return my call at that time.

On 6/16/15, the York Police Department was able to get a message to Andrew Hager and have him call me. Andrew said he is currently living in Trinidad, California. He was able to give me some personal identifying information, so I knew I was speaking with the correct person. Andrew said he worked for the La Cocina in McCook for about eight months and the La Cocina in York for about four months. He advised that he hasn't worked for La Cocina in about a year and a half. While Andrew said the people associated with La Cocina are good people, he said they never paid him the entire time he worked for them. He worked for tip money. Andrew said that La Cocina never gave him a W-2 or I-9 form. Andrew went on to say that as far as he knew, La Cocina didn't pay any of their employees (outside of family) with the exception of one person who was persistent enough to get a W-2. Andrew said that Gemelo "Mario" Leon Garcia was heavily involved in running all the La Cocina restaurants.

On 6/16/15, I also spoke with a Nebraska State Patrol (NSP) Investigator out of North Platte who received the information I sent from the first La Cocina investigation and worked a criminal complaint against Mario. The investigator told me that he cited Mario for criminal impersonation. He said that Mario plead guilty to the charge. I received a journal entry from the Red Willow

County Court confirming that Gemelo Mario Leon Garcia plead guilty and was found guilty of criminal impersonation. The investigator also informed me that he served on search warrant on the corporate headquarters in McCook looking for I-9 forms but was unable to find any. Mario was also unable to provide any of the forms. The investigator told me that Mario represented himself as the person who is taking care of all of the La Cocina restaurant business which matches up with my first investigation and also to what Andrew Hager said. The investigator also said that Mario's twin brother is managing the day-to-day business at the McCook restaurant.

Back in May of this year, Hall County Sheriff's Deputy Dave Waskowiak's wife told me that she and her husband had eaten at La Cocina in Grand Island and observed someone bring some beer onto the premises. On 6/16/15, I spoke to Deputy Waskowiak. He advised that he and his wife ate at the La Cocina in Grand Island on 5/8/15 around 1700 or 1800 hours. When they were about finished eating, Deputy Waskowiak said he observed an Hispanic male enter the restaurant through the main customer entrance while carrying a couple of twelve packs of beer. The male wasn't wearing a restaurant uniform, but he went straight back to the kitchen area with the beer. Deputy Waskowiak and his wife each thought the beer was Bud Light, but Deputy Waskowiak couldn't remember for sure. However, he said that he was positive it was beer.

While looking at the current application, I noticed that the "no" box was checked on the question asking the applicant if he has borrowed money from any source including family and friends to establish and/or operate the business. Towards the end of the application, a business plan is attached. Under the section "Financial Management," it says, "Estanislao Gutierrez received private loans from family and friends for remodeling costs." It doesn't name the family and/or friends who lent him money or the amounts he received. I know from my prior investigation, Gemelo Mario Leon Garcia lent the Grand Island La Cocina \$20,000.

Question eleven on the application asks the applicant to list all past and present liquor licenses held. The question was answered by listing the York and McCook licenses. It also says the York license belongs to Andrew Hager, and the McCook license belongs to Mary Badel. Each license actually belongs to Estanislao Gutierrez. Andrew Hager and Mary Badel were supposed to be the liquor managers. Even though the answer to the question is inaccurate, I find it interesting that Estanislao is saying that Andrew Hager and Mary Badel either own the license or are the liquor manager when they are neither the license holder or the liquor manager.

Chapter 2 of the Rules and Regulations of the Nebraska Liquor Control Commission under Manager Application (009.01) says, "Upon departure, death or termination of a manager, a licensed corporation shall file an application with the Liquor Control Commission for a new manager within sixty (60) days. Should the corporation be unable to establish a manager within sixty (60) days, the corporation may apply for a hardship

The main difference between the prior application and the current application is the liquor manager. At this point, I don't think it's necessary to do a background investigation on Javier Erives (proposed liquor manager). I've clearly shown that the liquor manager position is rather pointless with the La Cocina restaurants. Mary Badel is listed as the liquor manager at the McCook La

Cocina, yet she has been living in Gering for four years. Andrew Hager is listed as the liquor manager at the York La Cocina and hasn't worked there in a year and a half.

My prior investigation lead to Gemelo Mario Leon Garcia being cited and found guilty of criminal impersonation. According to information obtained during this investigation, it appears that Mario is the main player in all three La Cocina restaurants. Not only is Mario not eligible to get a liquor license or be a liquor manager based upon his immigration status, I would submit that he is not able to conform to the Nebraska Liquor Control Act since he was convicted of criminal impersonation and couldn't produce I-9 forms which were requested by the NSP investigator. All in all, I would say that this application is no better and not inherently different than the previous one which was denied by the council. The Grand Island Police Department recommends that the council deny this one as well.

06/18/15
10:10

Grand Island Police Department
LAW INCIDENT TABLE

Page: 450
1

City : Grand Island
Occurred after : 08:00:00 11/14/2014
Occurred before : 08:00:00 11/14/2014
When reported : 08:00:00 11/14/2014
Date disposition declared : 06/18/2015
Incident number : L14120145
Primary incident number :
Incident nature : Liquor Lic Inv Liquor Lic Inv
Incident address : 2418 Webb Rd N
State abbreviation : NE
ZIP Code : 68803
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received :
Agency code : GIPD GIPD Grand Island Police Dept
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : CLO Closed Case
Misc. number : RaNae
Geobase address ID : 4481
Long-term call ID :
Clearance Code : CL CL Case Closed
Judicial Status : NCI Non-criminal Incident
=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
LW	L15061327	06/15/15	Liquor Lic Inv	Related
NM	197109	12/02/14	Gutierrez, Gabriella	Manager
NM	197111	12/02/14	Gutierrez, Estanislao	Owner
NM	197112	12/02/14	La Cocina Mexican Restaurant,	Business
NM	197113	12/02/14	Valdez, Maria de la luz	Estanislao's Wife
NM	197115	12/02/14	Leon-Garcia, Gemelo M	Gabriella's Spouse

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT21	LT21 Restaurant	

IMAGE CODES FOR INCIDENT:

Seq	Imag	Image code for a users description field
1	DOC	DOCUMENT Mobile Report
2	DOC	DOCUMENT Hayward PD Report

LAW INCIDENT NARRATIVE:

Liquor License Investigation
Grand Island Police Department

I Received a Copy of a Class I (Beer, Wine, Distilled Spirits, On Sale Only) LLC Retail Liquor License for "La Cocina Mexican Restaurant" from Estanislao Gutierrez. I also Received a Copy of a Liquor Manager Application from Gabriella Gutierrez for La Cocina.
~~~~~ (lwmain10303312022014)~~

LAW INCIDENT OFFENSES DETAIL:

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

LAW INCIDENT RESPONDERS DETAIL:

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

LAW SUPPLEMENTAL NARRATIVE:

| Seq | Name     | Date                |
|-----|----------|---------------------|
| 1   | Vitera D | 13:29:25 12/02/2014 |

Grand Island Police Department  
Supplemental Report

Date, Time: Tue Dec 02 13:29:37 CST 2014  
Reporting Officer: Vitera  
Unit- CID

I Received a Copy of a Class I (Beer, Wine, Distilled Spirits, On Sale Only) LLC Retail Liquor License for "La Cocina Mexican Restaurant" from Estanislao Gutierrez. I also Received a Copy of a Liquor Manager Application from Gabriela Gutierrez for La Cocina. According to the applications, Estanislao is married to Maria de la luz Valdez. Maria signed a Spousal Affidavit of Non Participation form. Gabriela is married to Gemelo Mario Leon-Garcia. Gemelo did not sign a Spousal Affidavit of Non Participation form. According to ICE, Gemelo is an illegal alien who falls under an executive order by President Obama called DACA, which stands for Deferred Action Childhood Arrival. Under President Obama's order, Gemelo's status hasn't changed. He is still an illegal alien, he is just shielded from deportation while President Obama is in office. A new president could rescind the order.

While perusing the applications, I made the following observations. None of the four people listed on the applications disclosed any convictions. Gemelo lent

money to Estanislao to establish and/or operate the business. Gemelo is listed as having access to the business account. The lease agreement for the restaurant was also witnessed by "Gemelo M Leon G." There is a discrepancy in the spelling of Gabriela's name. In most places on the applications, it's spelled "Gabriella." In other places, her name is spelled, "Gabriela." I found that it's spelled with one "l" on all the accompanying legal identifying documents and in front of a notary where a signature was required. Estanislao moved to McCook, NE in 2010. He bought the La Cocina there and eventually opened a La Cocina in Beatrice and York. The Beatrice store closed. Prior to living in Nebraska, he and the other applicants have lived in Tennessee and Kansas.

I checked all of the people on the applications through Spillman (GIPD database) and the Nebraska Criminal Justice Information System (NCJIS). None of the people were listed in Spillman which isn't surprising since they are relatively new to Nebraska and don't live in Grand Island. According to NCJIS, Gabriela has two convictions for speeding in Nebraska in 2013. Gemelo has an incident where he was convicted of speeding and no operator's license in April of 2014, a conviction for not having insurance, and a second incident of being convicted for not having a driver's license and speeding in 2012. Estanislao just has an entry in NCJIS for having a driver's license. I can't find Maria in NCJIS. I also checked NCJIS for wages earned by running each person's Social Security number. Gabriela is the only person reporting wages earned in Nebraska. None of the applicants have any outstanding arrest warrants that I can find, and it appears that Gabriela and Estanislao are the only applicants with a valid driver's license.

Besides the Spillman and NCJIS checks, I checked on the applicants by using a paid law enforcement-only database. I found all of the applicants, but there was very little information on any of them. I called the McCook Police Department and sent a request for information to the Franklin, Tennessee Police Department. Results of those contacts will be discussed later in this report.

Nebraska State Patrol Investigator Dan Fiala and I met with Gabriela and Estanislao at the property for the restaurant on 12/1/14 at 1000 hours. Gabriela said that her husband, Gemelo, is living in York and managing the restaurant there while she has been living in McCook. She said Gemelo does a lot of driving back and forth. It's worth noting again that Gemelo does not have a valid driver's license. Gabriela also said that Gemelo has a twin brother named Ismael. Ismael is supposed to manage the McCook restaurant when Gabriela moves to Grand Island to manage the restaurant here. It was pointed out to Gabriela that none of the people listed on the application disclosed any convictions. She said that they didn't think traffic convictions were supposed to be included. Investigator Fiala went over the application with her and read the question which specifically says, "Include traffic violations." Gabriela advised that her husband (Gemelo) filled out the application.

Gabriela was asked how much money Gemelo lent the business for the Grand Island store. Gabriela looked surprised and asked Estanislao (her father). Neither one of them knew. It seemed odd to me that Gabriela's husband would loan her father money and neither one knew how much. In fact, it appeared that Gabriela didn't know that she and Gemelo were loaning money to the business. In our presence, Estanislao called Gemelo on the phone and asked how much money he lent the business. Estanislao said Gemelo told him that Gemelo lent the business

\$20,000. Once again, I found it extremely perplexing that Gabriela (proposed liquor manager) didn't know that her husband lent her father \$20,000, and her father (owner of the business) didn't know how much money Gemelo contributed. It's also a little odd that Gemelo does not know how to spell his wife's first name.

I asked Gabriela more about her husband and his responsibilities as the manager of the La Cocina in York. She said he does a little bit of everything. However, she added that Andrew Hager is the liquor manager and takes care of everything involving alcoholic beverages. Investigator Fiala and I were also told that "they" had spent \$50,000 buying equipment from the owner of San Pedro (prior business located in the building where La Cocina will be located in G.I.).

Gabriela went on to say that Mary Badel, who is listed as the liquor manager of the McCook La Cocina, lent a total of \$40,000 to the York La Cocina. Money from the York restaurant was used to pay for the equipment in the Grand Island restaurant. Gabriela said that Mary Badel started the La Cocina in McCook and eventually sold it to Estanislao. Investigator Fiala located the York La Cocina application and confirmed that Mary Badel was listed as someone who lent the business money. Investigator Fiala also said that it was obvious by the handwriting that the person who filled out the York application is the same person who filled out the Grand Island application.

I spoke to a detective with the McCook Police Department and asked him about the applicants. I was told that they don't have any documented contacts with Estanislao Gutierrez or Maria de la luz Valdez. They have a record of citing Gabriela for speeding, and they had contact with her and Gemelo during a child abuse investigation in 2012. I also asked about Mary Badel. The detective told me that Mary started the La Cocina in McCook. He also said that they haven't had any documented contacts with her since 2011. In fact, they showed Mary as living in Gering, Nebraska.

According to the Nebraska Liquor Control Commission (NLCC) web site, Mary is currently listed as the liquor manager for the La Cocina in McCook. I looked up Mary Badel in NCJIS and only found one. The address in NCJIS matched the address that the McCook Police Department had. I tried to call Mary using information obtained from the McCook PD. I was only able to leave a voicemail and am not sure if the number I called actually belongs to her. I have not received a return call. I seriously doubt that Mary is a liquor manager for the McCook restaurant if she is still living in Gering.

In addition to the information I got from the McCook PD, I received some information from the Franklin Police Department in Franklin, Tennessee. A records clerk advised that they had no documented contacts with Maria de la luz Valdez or Gabriela Gutierrez. They had traffic contacts with Estanislao and Gemelo. Estanislao was cited for not having proof of a valid registration certificate and driving without headlights. I don't know whether he was convicted of either offense. Gemelo was cited for an improper turn and "squealing tires/excessive noise." Once again, I don't know whether he was convicted of either charge. However, Franklin PD had Gemelo's middle name listed as "Ismael" instead of Mario. I ran the Tennessee driver's license number associated with the citation issued by the Franklin PD. It comes back to Gemelo I. Leon Garcia. I ran the Tennessee driver's license number provided by

Gemelo Mario Leon Garcia, and it comes back as Gemelo M. Leon Garcia. It appears the citations issued by Franklin PD were issued to Ismael, not Mario. I didn't get a chance to ask Gabriela if her husband and her brother-in-law have the same first and last name but different middle names.

On 12/2/14, I received an e-mail from City Clerk RaNae Edwards which included a faxed document from Gabriela documenting traffic convictions in Nebraska for she and Gemelo. She still didn't include any convictions from other states, but I don't know if Estanislao was convicted of the charges in Franklin, Tennessee.

Also on 12/2/14, I called Mary Messman who works in the licensing division at the NLCC. I explained the situation with Gemelo being an illegal alien and lending money to the business, being on the business account, signing the lease agreement as a witness, and filling out the application. Mary said those actions would constitute hidden ownership and make this a false application.

I would also argue that there are character and reputation issues with Gemelo being an illegal alien and not having a license to drive, and not reporting wages in Nebraska while managing a restaurant in York. Through his wife's testimony, his driving record, and his lack of wages associated with his Social Security number, he is flaunting his wanton disregard of the law.

All in all, the Grand Island Police Department recommends that the council not give local approval to this application due to the issues with Gemelo. Gemelo is an illegal alien who can't get a liquor license. However, all of the information stated in this report make Estanislao Gutierrez's application look more like Gemelo Mario Leon Garcia's application.

Grand Island Police Department  
Supplemental Report

Date, Time: Thu Jan 08 12:56:33 CST 2015  
Reporting Officer: Vitera  
Unit- CID

During the city council meeting on 12/9/14, Gemelo addressed the council. He verbally refuted part of my report by saying that he is reporting wages in Nebraska. He waived some paperwork in the air as he made this statement. The council did not request to view the paperwork, nor did I. The council did not give local approval to the application.

I received notice that this application is going in front of the NLCC on 1/14/15. Wondering what paperwork Gemelo may have had, I called the Nebraska Department of Revenue on 1/7/15 and spoke to Jerry Fiala. After e-mailing him the Personal Oath and Consent of Investigation form, Jerry was able to tell me that he found two Social Security Numbers under the name Mario Leon. One number (.....7485) is the number I had that Gemelo provided on the application. The other number that Jerry found is ....3821.

I ran each number through the DOL area of NCJIS. This time, the ....7485 popped up with Mario Leon working for Estanislao LLC and reporting \$4,400 worth of wages for the 3rd quarter of 2014. When I ran ....3821, it showed Mario Leon

working for Estanislao LLC and reporting wages from the second quarter of 2012 through the second quarter of 2014.

Knowing that Gemelo is an illegal alien, I tried to figure out why he has two Social Security numbers and if someone might be a victim of identity theft. I ran the numbers through a paid law enforcement-only database and got two responses for the ....7485 number. The two responses appear to be the same person with the names transposed. The first response came back to Leon G. Mario Gemelo out of McCook, NE and Franklin, TN. The second response came back to Gemelo M. Garcia out of McCook, NE.

The ....3821 number came back to Melvin Wong in Hayward, CA. There was a telephone number associated with Melvin's entry. I called the number and a person answered the phone and identified himself as Melvin Wong. Not wanting Melvin to think he was being deceived into giving out his personal identifying information, I told Melvin the Social Security number, date of birth and address I had for him. He confirmed that it was all accurate. He said that he has had the same Social Security number his entire life. Prior to my call, Melvin didn't know that someone was using his Social Security number. I asked him to make a report with his local police department, provide my contact information to them, and ask them to send me a copy of the report. I also encouraged him to contact Experian, Trans Union, and Equifax.

On 1/8/15, I received a call from a woman identifying herself as Lisa Wong. Lisa advised she is Melvin's wife. I heard and recognized Melvin's voice in the background. Lisa said Melvin had a lot of information to take in from my phone call yesterday and wanted to clarify a few things. During our conversation, Lisa said they contacted the IRS and are making a report with them. She also said they would go to their local police department and Social Security Administration office and make reports with them as well.

After speaking with Lisa and typing this report, I faxed this report and accompanying information to SA Brian Dostal with the Office of the Inspector General, Office of Investigations, SSA. At this time, I am waiting to see what information SA Dostal provides.

3     Vitera D                    13:34:04 01/09/2015

SS Admin Info

Grand Island Police Department  
Supplemental Report

Date, Time: Fri Jan 09 13:34:23 CST 2015  
Reporting Officer: Vitera  
Unit- CID

On 1/9/15, I received a phone call from SA Brian Dostal with the Office of the Inspector General Social Security Administration Investigations. Special Agent Dostal confirmed that the ....7485 comes back to Mario Leon. He also confirmed that the ....3821 belongs to Melvin Wong.



4 Vitera D 10:19:13 02/18/2015

318- Transfer Criminal Case to NSP

Grand Island Police Department  
Supplemental Report

Date, Time: Wed Feb 18 10:19:38 CST 2015

Reporting Officer: Vitera

Unit- CID

I was supposed to testify in front of the NLCC on 2/18/15 regarding La Cocina's liquor license application. I held on to this case waiting for the hearing because I thought I might be able to get some information out of Gemelo about him having two Social Security numbers. On 2/17/15, I received notification that La Cocina withdrew their application, and there wouldn't be a hearing. At that time, I forwarded this report along with several attachments to Sgt. Smith with the NSP in McCook and ask him to have someone in his office investigate the identity theft involving Gemelo M. Leon-Garcia using Melvin Wong's Social Security number. I discussed the case with him over the phone on 2/18/15. I will call Melvin Wong and update him on the case.

# Nebraska Revised Statute 53-132

[Revised Statutes](#) » [Chapter 53](#) » 53-132

[53-131.01](#)

|  
[53-133](#)

[Print Friendly](#)

## **53-132. Retail, craft brewery, or microdistillery license; commission; duties.**

(1) If no hearing is required pursuant to subdivision (1)(a) or (b) of section [53-133](#) and the commission has no objections pursuant to subdivision (1)(c) of such section, the commission may waive the forty-five-day objection period and, if not otherwise prohibited by law, cause a retail license, craft brewery license, or microdistillery license to be signed by its chairperson, attested by its executive director over the seal of the commission, and issued in the manner provided in subsection (4) of this section as a matter of course.

(2) A retail license, craft brewery license, or microdistillery license may be issued to any qualified applicant if the commission finds that (a) the applicant is fit, willing, and able to properly provide the service proposed within the city, village, or county where the premises described in the application are located, (b) the applicant can conform to all provisions and requirements of and rules and regulations adopted pursuant to the Nebraska Liquor Control Act, (c) the applicant has demonstrated that the type of management and control to be exercised over the premises described in the application will be sufficient to insure that the licensed business can conform to all provisions and requirements of and rules and regulations adopted pursuant to the act, and (d) the issuance of the license is or will be required by the present or future public convenience and necessity.

(3) In making its determination pursuant to subsection (2) of this section the commission shall consider:

- (a) The recommendation of the local governing body;
- (b) The existence of a citizens' protest made in accordance with section [53-133](#);
- (c) The existing population of the city, village, or county and its projected growth;
- (d) The nature of the neighborhood or community of the location of the proposed licensed premises;
- (e) The existence or absence of other retail licenses, craft brewery licenses, or microdistillery licenses with similar privileges within the neighborhood or community of the location of the proposed licensed premises and whether, as evidenced by substantive, corroborative documentation, the issuance of such license would result in or add to an undue concentration of licenses with similar privileges and, as a result, require the use of additional law enforcement resources;

(f) The existing motor vehicle and pedestrian traffic flow in the vicinity of the proposed licensed premises;

(g) The adequacy of existing law enforcement;

(h) Zoning restrictions;

(i) The sanitation or sanitary conditions on or about the proposed licensed premises; and

(j) Whether the type of business or activity proposed to be operated in conjunction with the proposed license is and will be consistent with the public interest.

(4) Retail licenses, craft brewery licenses, or microdistillery licenses issued or renewed by the commission shall be mailed or delivered to the clerk of the city, village, or county who shall deliver the same to the licensee upon receipt from the licensee of proof of payment of (a) the license fee if by the terms of subsection (6) of section [53-124](#) the fee is payable to the treasurer of such city, village, or county, (b) any fee for publication of notice of hearing before the local governing body upon the application for the license, (c) the fee for publication of notice of renewal as provided in section [53-135.01](#), and (d) occupation taxes, if any, imposed by such city, village, or county. Notwithstanding any ordinance or charter power to the contrary, no city, village, or county shall impose an occupation tax on the business of any person, firm, or corporation licensed under the act and doing business within the corporate limits of such city or village or within the boundaries of such county in any sum which exceeds two times the amount of the license fee required to be paid under the act to obtain such license.

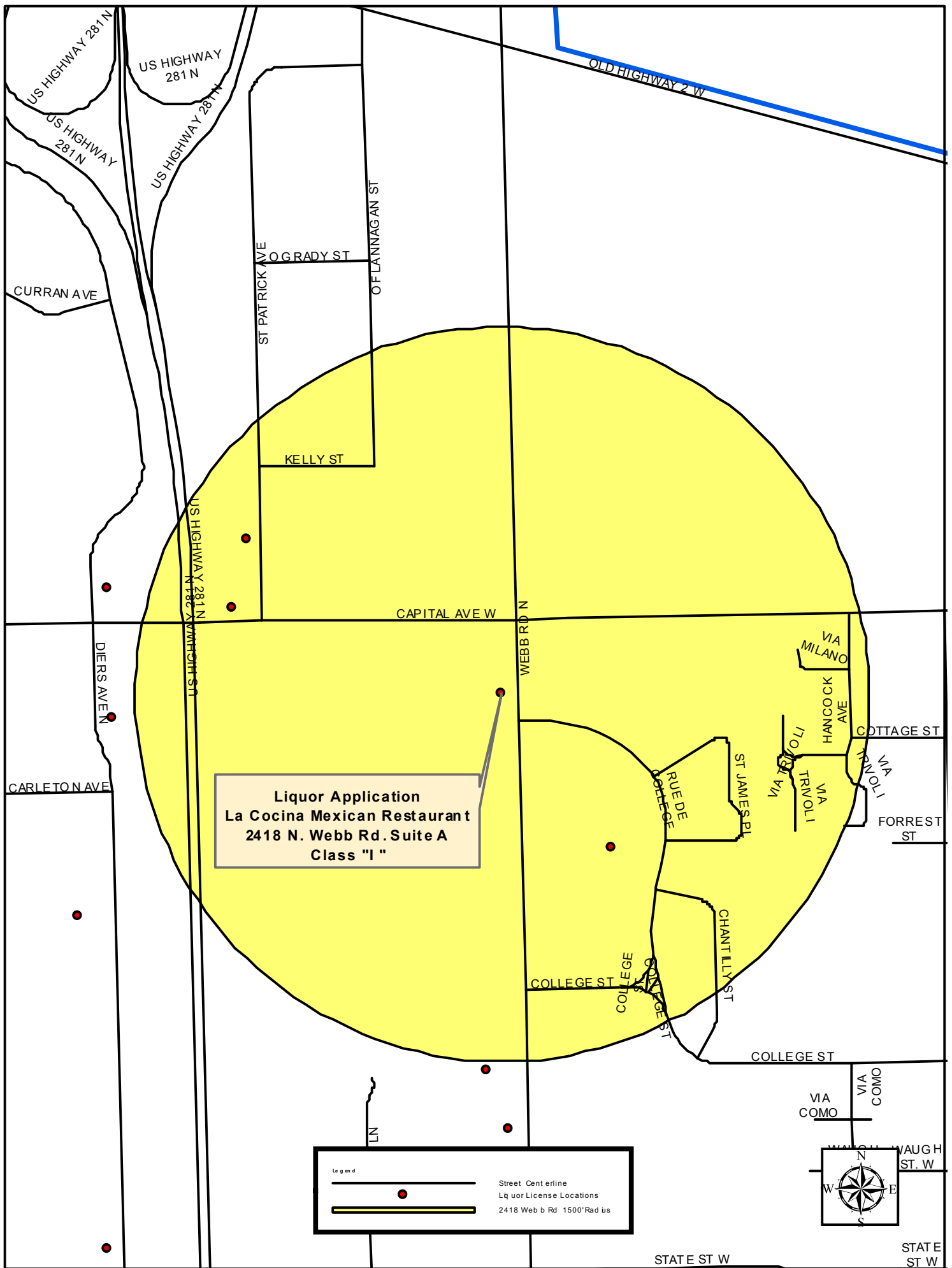
(5) Each license shall designate the name of the licensee, the place of business licensed, and the type of license issued.

**FALSIFICATION OF APPLICATION**

**010.01** No applicant for a liquor license, or partner, principal, agent or employee of any applicant for a liquor license shall provide false or misleading information to the Nebraska Liquor Control Commission, its executive director, or employees. Any violation of this provision may result in denial of application for a liquor license or, in the event that a license has already been issued, suspension, cancellation or revocation of such license.

**FALSIFICATION OF INFORMATION**

**011.01** No licensee or partner, principal, agent or employee of any licensee shall provide false or misleading information to the Nebraska Liquor Control Commission, its executive director or employees. Any violation of this provision may result in suspension, cancellation or revocation of such license.





# **City of Grand Island**

**Tuesday, June 23, 2015**

**Council Session**

## **Item E-2**

**Public Hearing on Amendment to Redevelopment Plan Area 1  
located at 308-312 West 3rd Street**

**Staff Contact: Chad Nabity**

# **Council Agenda Memo**

**From:** Chad Nabity, AICP

**Meeting:** June 23, 2015

**Subject:** Amendment to Redevelopment Plan for CRA Area #1

**Item #'s:** E-2 & I-3

**Presenter(s):** Chad Nabity, AICP CRA Director

## **Background**

In 2000, the Grand Island City Council declared property referred to as CRA Area #1 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.

T & S Properties, the owner of the Kaufman Building has submitted a proposed amendment to the redevelopment plan that would provide for renovation and redevelopment of this property for commercial and office uses at 308-312 West 3<sup>rd</sup> Street in Grand Island, Nebraska.

The CRA reviewed the proposed development plan on May13, 2015 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on June 10, 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 June 10, 2015. The Planning Commission approved Resolution 2015-04 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 #1 and authorizes the CRA to execute a contract for TIF based on the plan amendment. The redevelopment plan amendment specifies that the TIF will be used to offset allowed costs for renovation and rehabilitation of this property for commercial office uses. 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 \$850,600 of identified expenses eligible for Tax Increment Financing associated with the proposed redevelopment plan amendment. 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. The proposed bond for this project will be issued for the expected TIF proceeds for the 15 year period of \$272,888

## **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 1 May 2015**

**The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area 1 within the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of a specific infrastructure related project in Area 1.**

### **Executive Summary:**

#### **Project Description**

THE REDEVELOPMENT OF THE KUAFFMAN BUILDING LOCATED AT 308-312 W. 3<sup>RD</sup> STREET FOR OFFICE USES ON THE FIRST AND SECOND FLOORS INCLUDING FIRE/LIFE SAFETY IMPROVEMENTS AND BUILDING REHABILITATION AND REMODELING.

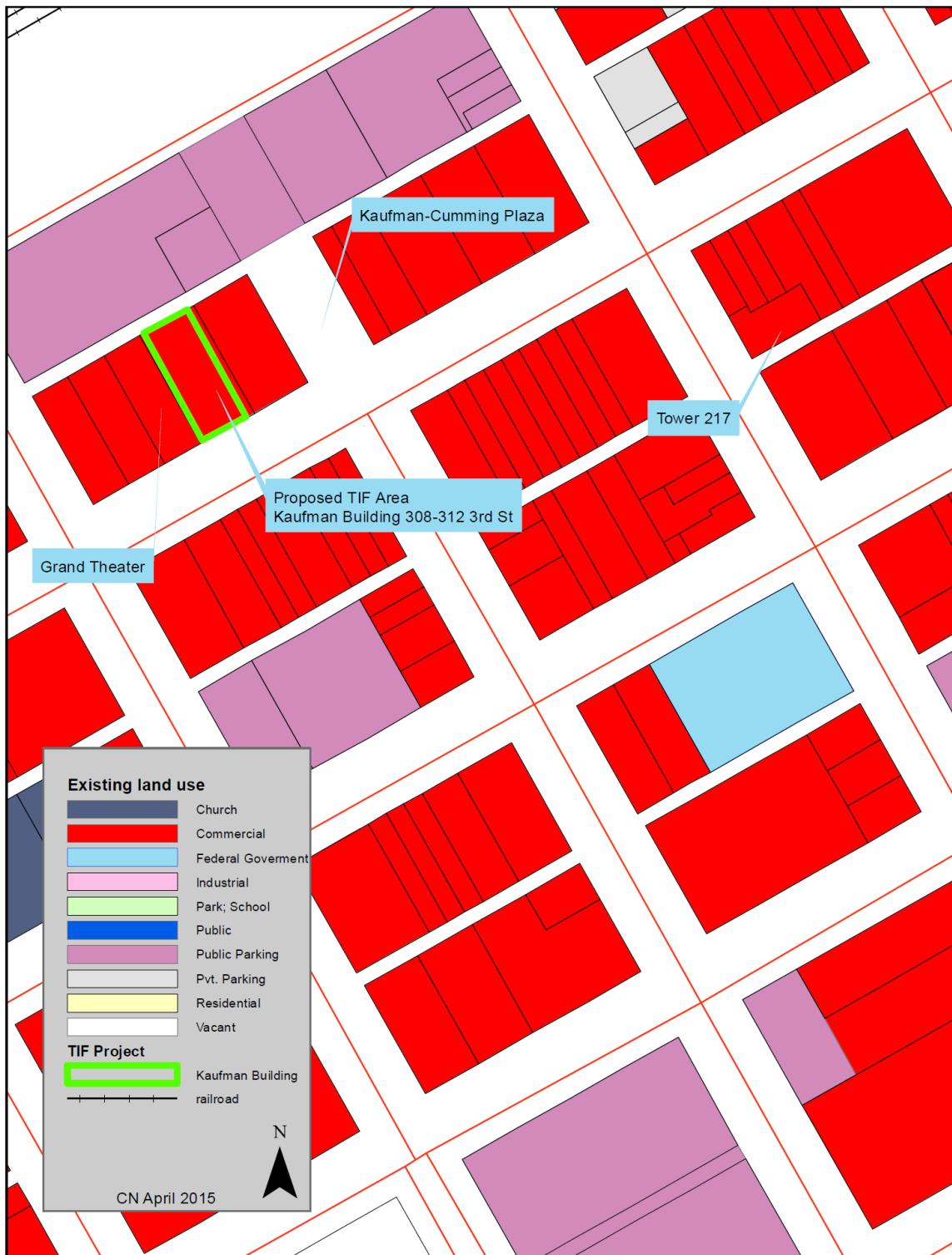
The use of Tax Increment Financing to aid in rehabilitation expenses associated with redevelopment of the Kaufman Building into office space for more than 100 employees for GIX Logistics. The use of Tax Increment Finance is an integral part of the development plan and necessary to make this project affordable. The project will result in renovated commercial office space and an increased number of downtown employees at an existing Grand Island company. This project would not be possible without the use of TIF.

T & S Land Development LLC is the owner of the property. They purchased this property in December of 2014. The purchase price is not included as an eligible TIF activity. The first floor of the building is currently occupied by GIX Logistics and JEO Consulting. The second floor of the building is currently vacant. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the 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, 2017 towards the allowable costs and associated financing for the acquisition and site work.

TAX INCREMENT FINANCING TO PAY FOR THE REHABILITATION OF THE PROPERTY WILL COME FROM THE FOLLOWING REAL PROPERTY:  
Property Description (the “Redevelopment Project Area”)

308-312 W 3rd Street in Grand Island Nebraska Kaufman Building

**Legal Descriptions:** Lot 7, Block 57, Original Town of Grand Island, Hall County, Nebraska.



**Existing Land Use and Subject Property**

**The tax increment will be captured for the tax years the payments for which become delinquent in years 2017 through 2031 inclusive.**

**The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The increase will come from rehabilitation of this the vacant portions of this historic building for commercial office space as permitted in the B3 Heavy Business Zoning District.**

**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, 2017.

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 December 19, 2000.[§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.**

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

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan amendment and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to rehabilitate the building for permitted uses on this property as defined by the current and effective zoning regulations.

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

***a. Land Acquisition:***

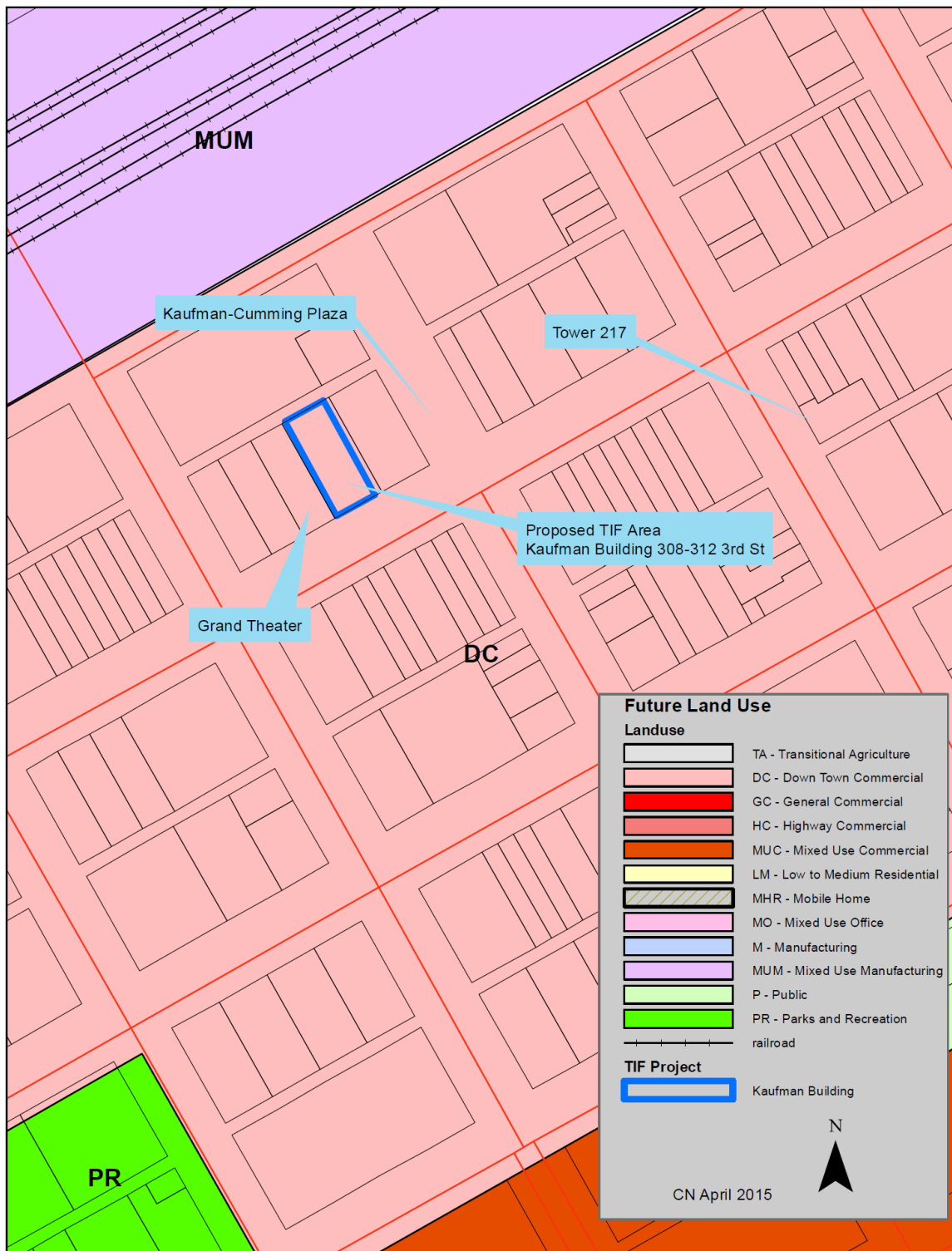
The Redevelopment Plan for Area #1 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority.

***b. Demolition and Removal of Structures:***

The project to be implemented with this plan does not provide for the demolition and removal any structures on this property.

***c. Future Land Use Plan***

See the attached map from the 2004 Grand Island Comprehensive Plan. All of the area around the site in private ownership is planned for Downtown Commercial development; this includes housing and commercial uses within the same structure. This property is in private ownership. [§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 B3-Heavy Business 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 rehabilitating the existing building. The developer is not proposing to increase the size of the building and current building meets the applicable regulations regarding site coverage and intensity of use. [§18-2103(b) and §18-2111]

***f. Additional Public Facilities or Utilities***

Sewer and water are available to support this development. No new services are anticipated with this development.

Electric utilities are sufficient for the proposed use of this building.

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 property, owned by the developer no relocation is contemplated or necessary. [§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]** Sue Pirnie is a member of the Authority and has disclosed this appropriately. As such she will not take part in any discussions or decisions regarding this application.

**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 owns this property and acquisition is not part of the request for tax increment financing. The estimated cost of rehabilitation of this property is \$770,500. Planning related expenses for Architectural and Engineering services of \$73,000 and are

included as a TIF eligible expense. Legal, Developer and Audit Fees including a reimbursement to the City and the CRA of \$6,600 are included as TIF eligible expense. The total of eligible expenses for this project is \$850,600.

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 \$272,788 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, 2017 through December 2032.

***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. 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 2015 and December of 2016. Excess valuation should be available for this project for 15 years beginning with the 2017 tax year.

## **9. Justification of Project**

This is an historic building in downtown Grand Island that will be preserved with this project. This project will provide more base employment within the downtown. Additional downtown employees will support additional housing and retail services in the downtown area.

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

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

**Project Sources and Uses.** Approximately \$273,000 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 \$886,000 in private sector financing; a private investment of \$3.25 for every TIF dollar investment.<sup>1</sup>

| <b>Use of Funds.</b> |                  |                      |              |
|----------------------|------------------|----------------------|--------------|
| <b>Description</b>   | <b>TIF Funds</b> | <b>Private Funds</b> | <b>Total</b> |
| Site Acquisition     |                  | \$307,500            | \$307,500    |
| Site preparation     |                  |                      |              |
| Legal and Plan*      |                  | \$81,000             | \$81,000     |
| Building Costs       |                  |                      |              |
| Renovation           | \$272,788        | \$497,212            | \$770,000    |
| Personal Property    |                  |                      |              |
| Soft Costs           |                  |                      |              |
| TOTALS               | \$272,788        | \$885,712            | \$1,158,500  |
|                      |                  |                      |              |

**Tax Revenue.** The property to be redeveloped is anticipated to have a January 1, 2016, valuation of approximately \$310,720. Based on the 2013 levy this would result in a real property tax of approximately \$6,840. It is anticipated that the assessed value will increase by \$826,121 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$18,186 annually. The tax

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<sup>1</sup> This does not include any investment in personal property at this time.



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 2016 assessed value:   | \$ 310,720   |
| Estimated value after completion | \$ 1,136,841 |
| Increment value                  | \$ 826,121   |
| Annual TIF generated (estimated) | \$ 18,186    |
| TIF bond issue                   | \$ 272,788   |

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

The redevelopment project area currently has an estimated valuation of \$310,720. The proposed redevelopment will create additional valuation of \$826,121. No tax shifts are anticipated from the project. The project creates additional valuation that will support taxing entities long after the project is paid off.

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

No additional public service needs have been identified. Existing water and waste water facilities will not be impacted by this development. The electric utility has sufficient capacity to support the development. It is not anticipated that this will impact schools. Fire and police protection are available and should not be negatively impacted by this development. The addition of life safety elements to this building including fire sprinklers and a second exit actually reduce the chances of negative impacts to the fire department.

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

The proposed project will have no impact on other firms locating or expanding in the area.

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

This project will not have a negative impact on other employers in any manner different from any other expanding business within the Grand Island area. The Grand Island labor market is tight but this will create additional full time jobs in the regions. This will allow a local company to expand in our community.

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

This project will increase the number of available positions within the city and strength and expand a locally owned company. This will also result in a larger employee base located in the Grand Island Downtown.

#### **Time Frame for Development**

Development of this project is anticipated to be completed during between August of 2015 and December 31 of 2016. The base tax year should be calculated on the value of the property as of January 1, 2016. Excess valuation should be available for this project for 15 years beginning in 2017 with taxes due in 2018. 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 \$272,788 the projected amount of increment based upon the anticipated value of the project and current tax rate. Based on the estimates of the expenses of the rehabilitation the developer will spend at least \$770,000 on TIF eligible activities. The CRA will reserve the right to issue additional debt for this project upon notification by the developer of sufficient expenses and valuation to support such debt in the form of a second or third bond issuance.



## **BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST**

### **Project Redeveloper Information**

Business Name:

T & S Land Development LLC.

P.O. Box 2122

Grand Island, NE 68802

Telephone No.: 308-398-8501 Fax No.: 308-398-9501 Cell 308-380-0577

Contact:

Tom Pirnie

Brief Description of Applicant's Business:

T & S Land Development LLC is owned by J Thomas (Tom) and Susan D Pirnie.  
Tom & Sue also have the controlling interest in GIX Logistics Inc. GIX Logistics  
is a brokerage company that arranges for truck transportation services for their  
customers.

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Present Ownership Proposed Project Site:

T & S Land Development LLC purchased the property December 1, 2014

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

If the application is approved we intend to remodel the second floor to allow for expansion of the brokerage business. The building has 8,712 sq ft on each floor.

If Property is to be Subdivided, Show Division Planned:

VI. Estimated Project Costs:

Acquisition Costs:

|             |            |
|-------------|------------|
| A. Land     | \$ NA_     |
| B. Building | \$ 307,500 |

Construction Costs:

|                                  |           |
|----------------------------------|-----------|
| A. Renovation or Building Costs: | \$770,500 |
| B. On-Site Improvements:         | \$ NA     |

Soft Costs:

|                                      |            |
|--------------------------------------|------------|
| A. Architectural & Engineering Fees: | \$73,000   |
| B. Financing Fees:                   | \$ unknown |
| C. Legal/Developer/Audit Fees:       | \$NA       |
| D. Contingency Reserves:             | \$unknown  |
| E. Other (Please Specify)            | \$         |

|       |           |
|-------|-----------|
| TOTAL | \$ 73,000 |
|-------|-----------|

|                                             |              |
|---------------------------------------------|--------------|
| Total Estimated Market Value at Completion: | \$ 1,306,953 |
|---------------------------------------------|--------------|

Source of Financing:

|                              |            |
|------------------------------|------------|
| A. Developer Equity:         | \$         |
| B. Commercial Bank Loan:     | \$ 525,000 |
| Tax Credits:                 |            |
| 1. N.I.F.A.                  | \$         |
| 2. Historic Tax Credits      | \$         |
| D. Industrial Revenue Bonds: | \$         |
| E. Tax Increment Assistance: | \$ 272,788 |
| F. Other                     | \$         |

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

CANNON MOSS BRYGGER ARCHITECTS  
208 N PINE STREET SUITE 301  
GRAND ISLAND, NE 68801

PROJECT WILL BE PUT OUT FOR BID IF APPROVED

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

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Project Construction Schedule:

Construction Start Date: OCT 2015

Construction Completion Date: July 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:

Successful completion of the remodeling of this building will allow GIX Logistics to continue its aggressive growth plans and stay in this location with the eventual goal of employing over 100 employees at this site.

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Statement Identifying Financial Gap and Necessity for use of Tax Increment Financing

for Proposed Project: TIF financing will make this site the best location for our future growth plans. I think the good paying jobs that come with our growth will be a big gain for Grand Island and more specifically downtown Grand Island.

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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:

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- 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](mailto:cnabity@grand-island.com)





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

**RESOLUTION NO. 194**

**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 13 day of May, 2015.

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

By Tom Adams  
Chairperson

ATTEST:

Chad A. B.  
Secretary

312 W 3<sup>rd</sup>

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

**RESOLUTION NO. 195**

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 1, from T & S Land Development, LLC, (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 1;

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 13 day of May, 2015.

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

By Tom Abous  
Chairperson

ATTEST:

  
Secretary

312 W 3<sup>rd</sup> St

**Resolution Number 2015-04**

**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:** June 10<sup>th</sup> 2015.

**HALL COUNTY REGIONAL PLANNING  
COMMISSION**

**ATTEST:**

By:   
Chair

By:   
Secretary

308-312 W 3<sup>rd</sup> 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&S Land Development, LLC, a Nebraska limited liability company ("Redeveloper").

WITNESSETH:

WHEREAS, the City of Grand Island, Nebraska (the "City"), in furtherance of the purposes and pursuant to the provisions of Section 12 of Article VIII of the Nebraska Constitution and Sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, 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 #1 " (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.

"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&S Land Development Project), Series 2015, to be issued in an amount not to exceed \$272,788 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.

"Project Cost Certification" means a statement prepared and signed by the Redeveloper verifying the Redeveloper has become legally obligated for, or has paid the 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. Project Costs shall include, but not be limited to site acquisition costs, demolition and rehabilitation expenditures, 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.

"Redeveloper" means T&S Land Development, LLC, a Nebraska limited liability company.

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

"Redevelopment Project Property" means all of the Redevelopment Project Area which is the site for the improvements constituting the 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.

(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 on representations made by the Redeveloper and the financial analysis of the Authority:

(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 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 limited liability company, having the power to enter into this Redevelopment Contract and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Contract. Prior to the execution and delivery of this Redevelopment Contract, the Redeveloper has delivered to the Authority a certificate of good standing, a 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.

#### 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 two hundred seventy two thousand seven hundred eighty eight and no/100 Dollars (\$272,788), 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 Authority, 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 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 effect 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 of site acquisition, demolition and rehabilitation expenditures, all improvements related to Project public infrastructure costs, site preparation costs, utility extensions and costs of the Authority for legal and plan preparation including those items described on Exhibit D (the "Project Costs"), in the aggregate maximum amount not to exceed \$272,788. 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:

(a) a special trust fund called the “T&S Land 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&S Land 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 and rehabilitate structures on the site, prepare the site for redevelopment, install all required utilities and improvements in the public right-of-way 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, demolition and rehabilitation, utility extension, public infrastructure 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 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 December 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, 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 \$272,788.

#### 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.

#### Section 4.50 Payment of Authority Costs.

Redeveloper shall pay to the Authority the following sums upon execution hereof:

- a. \$5000.00 for legal expenses of Authority
- b. \$1000.00 for City administrative accounting of incremental tax payments.
- c. \$600.00 for Authority administrative fees.

**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.

**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 December 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 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 bonds and performance bonds for each contract entered into by Redeveloper related to Project Costs. Each such bond shall show the Authority and the City as well as the Redeveloper as beneficiary of any such bond, as and to the extent commercially obtainable (as determined in the discretion of the Authority). In addition, the Redeveloper shall provide a penal bond 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 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, neither 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.

#### 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&S Land Development, LLC  
P.O. Box 2122  
Grand Island, NE 68802

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

Section 7.05 Disclosure of Conflict of Interest.

Susan D. Pirnie is a member of the Community Redevelopment Authority board and also has an ownership interest T&S Land Development, LLC. Susan D. Pirnie will benefit financially from the terms of this Redevelopment Contract. The Community Redevelopment Authority and the Public is hereby notified of such conflict. It is the intent of this disclosure that Susan D. Pirnie abstains from any discussion on the Redevelopment Plan, this Redevelopment Contract or any action related to the same.

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

ATTEST:

COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF  
GRAND ISLAND, NEBRASKA

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
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&S LAND DEVELOPMENT, LLC

By: \_\_\_\_\_  
Manager

STATE OF NEBRASKA     )  
                                      ) SS  
COUNTY OF HALL        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, manager of T&S Land Development, LLC, on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public

EXHIBIT A  
DESCRIPTION OF REDEVELOPMENT AREA

Lot 7, Block 57, Original Town of Grand Island, Hall County, Nebraska.

EXHIBIT B  
REDEVELOPMENT PLAN

[Attach copy of Redevelopment Plan Amendment]

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&S LAND REDEVELOPMENT PROJECT), SERIES 2015

No. R-1

Up to \$272,788  
(Subject to reduction as described herein)

Date of  
Original Issue

Date of  
Maturity

Rate of  
Interest

December 31, 2030

0.0%

REGISTERED OWNER: T&S Land Development, LLC

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 Chairman of the Authority, countersigned by the manual signature of the Secretary of the Authority, and the City's corporate seal imprinted hereon.

COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF GRAND  
ISLAND, NEBRASKA

[S E A L]

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
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 \$272,788.**

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.

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 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]*

(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]***

**SCHEDULE 1**

**TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT**

**COMMUNITY REDEVELOPMENT AUTHORITY OF  
THE CITY OF GRAND ISLAND, NEBRASKA  
T&S LAND REDEVELOPMENT PROJECT  
TAX INCREMENT DEVELOPMENT REVENUE NOTE, SERIES 2015**

| <b>Date</b> | <b>Principal<br/>Amount<br/>Advanced</b> | <b>Principal<br/>Amount<br/>Redeemed</b> | <b>Cumulative<br/>Outstanding<br/>Principal<br/>Amount</b> | <b>Notation<br/>Made<br/>By</b> |
|-------------|------------------------------------------|------------------------------------------|------------------------------------------------------------|---------------------------------|
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Exhibit D  
Project Costs

Redevelopment Project Costs

|                                |              |
|--------------------------------|--------------|
| 1. Rehabilitation expenditures | \$272,788.00 |
|--------------------------------|--------------|



# **City of Grand Island**

**Tuesday, June 23, 2015**

**Council Session**

## **Item E-3**

**Public Hearing on Request to Rezone Property Located at 604 N. Custer Avenue from R2 Low Density Residential to RO Residential Office (Timothy Dunagan).**

**Staff Contact: Chad Nabity**

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** June 23, 2015

**Subject:** Rezone Properties from R2 Low Density Residential to RO Residential Office Zone.

**Item #'s:** E-3 & F-2

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

## **Background**

A request to change zoning for property described as 604 N Custer Avenue (Lot 222 Part of Lot 221 and Part of the Vacated 6<sup>th</sup> (Peterson) Street of Belmont Addition) in Grand Island NE, from R2 Low Density Residential to RO Residential Office Zone.

An application has been made to rezone 0.15 acres west of Custer Avenue south of Faidley Avenue and west of Custer Avenue, from R2 Low Density Residential to RO Residential Office. Timothy Dunagan the owner of the chiropractic office immediately to the north of this property has an interest in purchasing this property but wants to insure that he can expand his business this direction should he need to.

## **Discussion**

At the regular meeting of the Regional Planning Commission, held June 10, 2015 the above item was considered following a public hearing.

O'Neill opened the Public Hearing.

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

O'Neill closed the Public Hearing.

A motion was made by Connick and was seconded by Heckman to approve the Rezone from R2 – Low Density Residential to RO Residential Office Zone.

A roll call vote was taken and the motion passed with 9 members present and 9 voting in favor (Bredthauer, O'Neill, Ruge, Maurer, Connick, Heckman, Haskins, Sears 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:

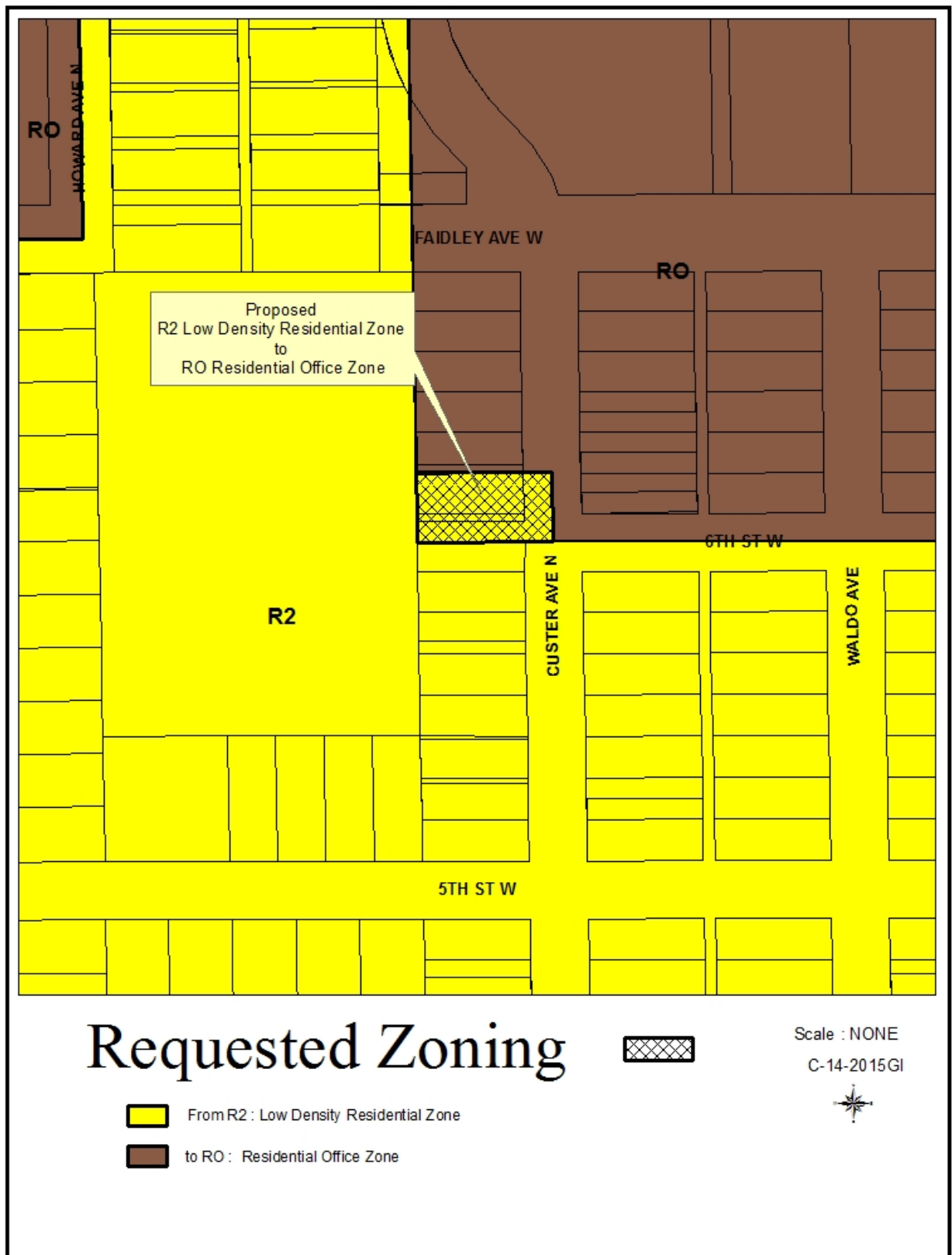
1. Approve the rezoning request as presented
2. Modify the rezoning request to meet the wishes of the Council
3. Postpone the issue

### **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.





## Agenda Item #6

### PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

May 6, 2015

**SUBJECT:** *Zoning Change (C-14-2015GI)*

**PROPOSAL:** An application has been made to rezone 0.15 acres west of Custer Avenue south of Faidley Avenue and west of Custer Ave., from R2 Low Density Residential to RO Residential Office. Timothy Dunagan the owner of the chiropractic office immediately to the north of this property has an interest in purchasing this property but wants to insure that he can expand his business this direction should he need to.

#### OVERVIEW:

##### Site Analysis

*Current zoning designation:* R2- Low Density Residential Zone  
*Permitted and conditional uses:* R2: Agricultural uses, recreational uses, churches, schools and residential uses at a density of 7 units per acre

*Comprehensive Plan Designation:* Low to Medium Density Residential  
*Existing land uses:* Single Family Home

##### Adjacent Properties Analysis

*Current zoning designations:* **North and East:** RO-Residential Office  
**South and North:** R2-Low Density Residential  
*Permitted and conditional uses:* **RO-** Agricultural uses, recreational uses, office and prescription related retail and residential uses at with no limit on density.  
**R2-** Agricultural uses, recreational uses, churches, schools and residential uses at a density of 7 units per acre

*Comprehensive Plan Designation:* **West:** Parks and Recreation  
**East, South and North:** Medium Density Residential to Office use

*Existing land uses:* **North:** Chiropractors Office  
**East:** Beauty Salon  
**South:** Single Family  
**West:** Park and Detention Cell

#### EVALUATION:

##### Positive Implications:

- *In general conformance with the City's Comprehensive Land Use Plan:* This particular site is designated Medium Density Residential to Office uses within the plan.

- *Compatible with the adjacent development.* This would allow expansion of the chiropractors office located north of this site.

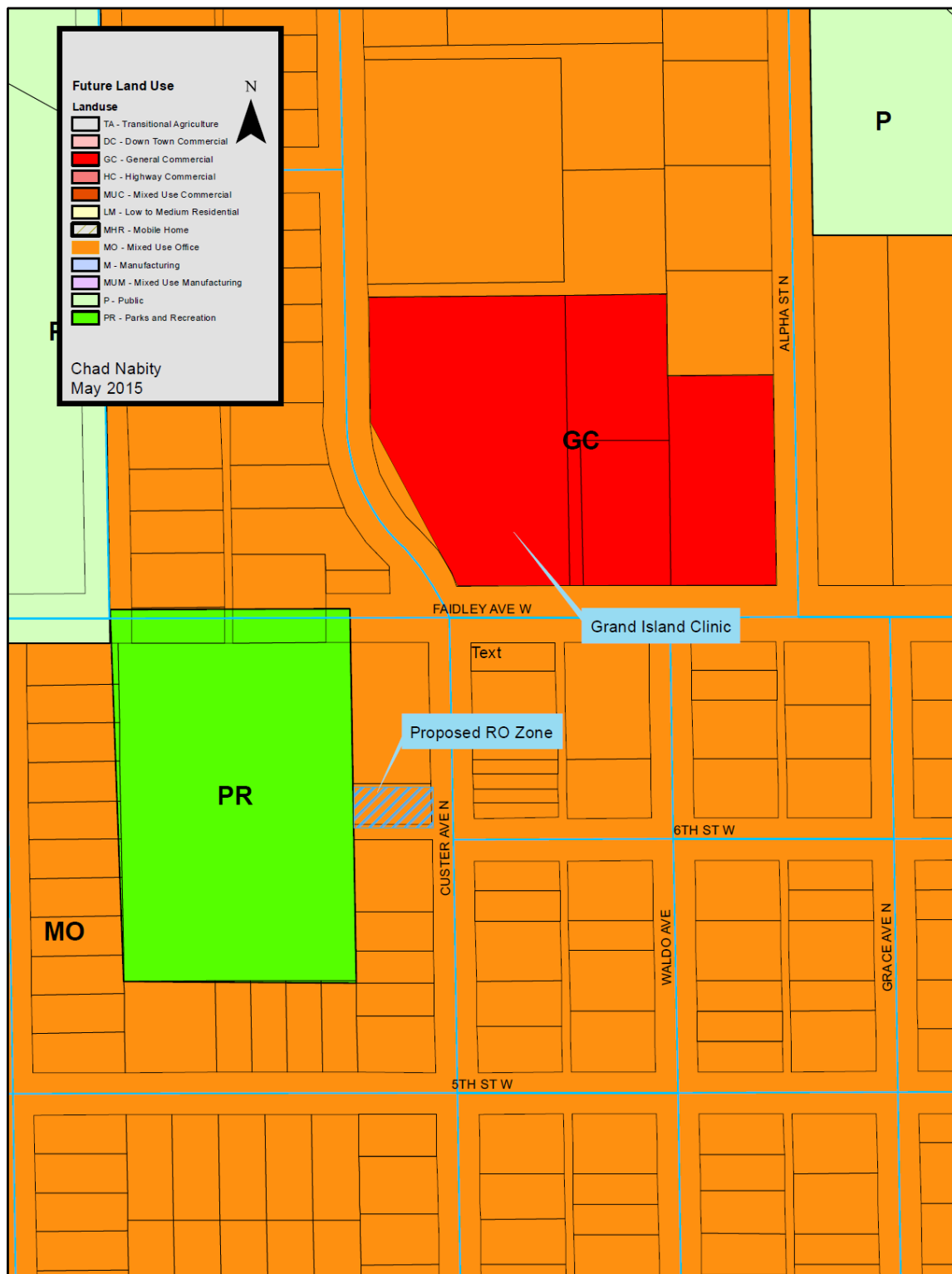
**Negative Implications:**

- *None Foreseen*

**RECOMMENDATION:**

That the Regional Planning Commission recommend that the Grand Island City Council change the zoning on this site from R2-Low Density Residential Zone to RO-Residential Office Zone.

\_\_\_\_\_ Chad Nabity AICP, Planning Director



**Figure 1 Future Land Use Map from the Grand Island Comprehensive Plan**



# **City of Grand Island**

**Tuesday, June 23, 2015**

**Council Session**

## **Item E-4**

**Public Hearing on Request to Rezone Property Located at 3344 W. Wildwood Drive from B2 General Business and TA Transitional Agriculture to B2 General Business (Robin Stauffer).**

**Staff Contact: Chad Nabity**

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** June 23, 2015

**Subject:** Rezone Properties from B2 General Business Zone and TA Transitional Agriculture to B2 General Business Zone.

**Item #'s:** E-4 & F-3

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

## **Background**

Rezone request for 3344 Wildwood Drive, Grand Island, a request to rezone property being platted as Stauffer Subdivision an addition to the City of Grand Island and the adjoining right of way, containing the east 902 feet and the south 400 feet of the E ½ of the SE ¼ of Section 1, Township 10 N, Range 10 W of the 6<sup>th</sup> P.M. in Hall County Nebraska, located at 3344 Wildwood Drive, from B2 General Business Zone and TA Transitional Agriculture Zone to B2 General Business Zone.

## **Discussion**

At the regular meeting of the Regional Planning Commission, held June 10, 2015 the above item was considered following a public hearing.

O'Neill opened the Public Hearing.

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

O'Neill closed the Public Hearing.

A motion was made by Haskins and seconded by Bredthauer to approve the Rezone from B2 – General Business Zone and TA – Transitional Agriculture Zone to B2 General Business Zone.

A roll call vote was taken and the motion passed with 9 members present and 9 voting in favor (Bredthauer, O'Neill, Ruge, Maurer, Sears, Connick, Heckman, Haskins and Huismann) 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:

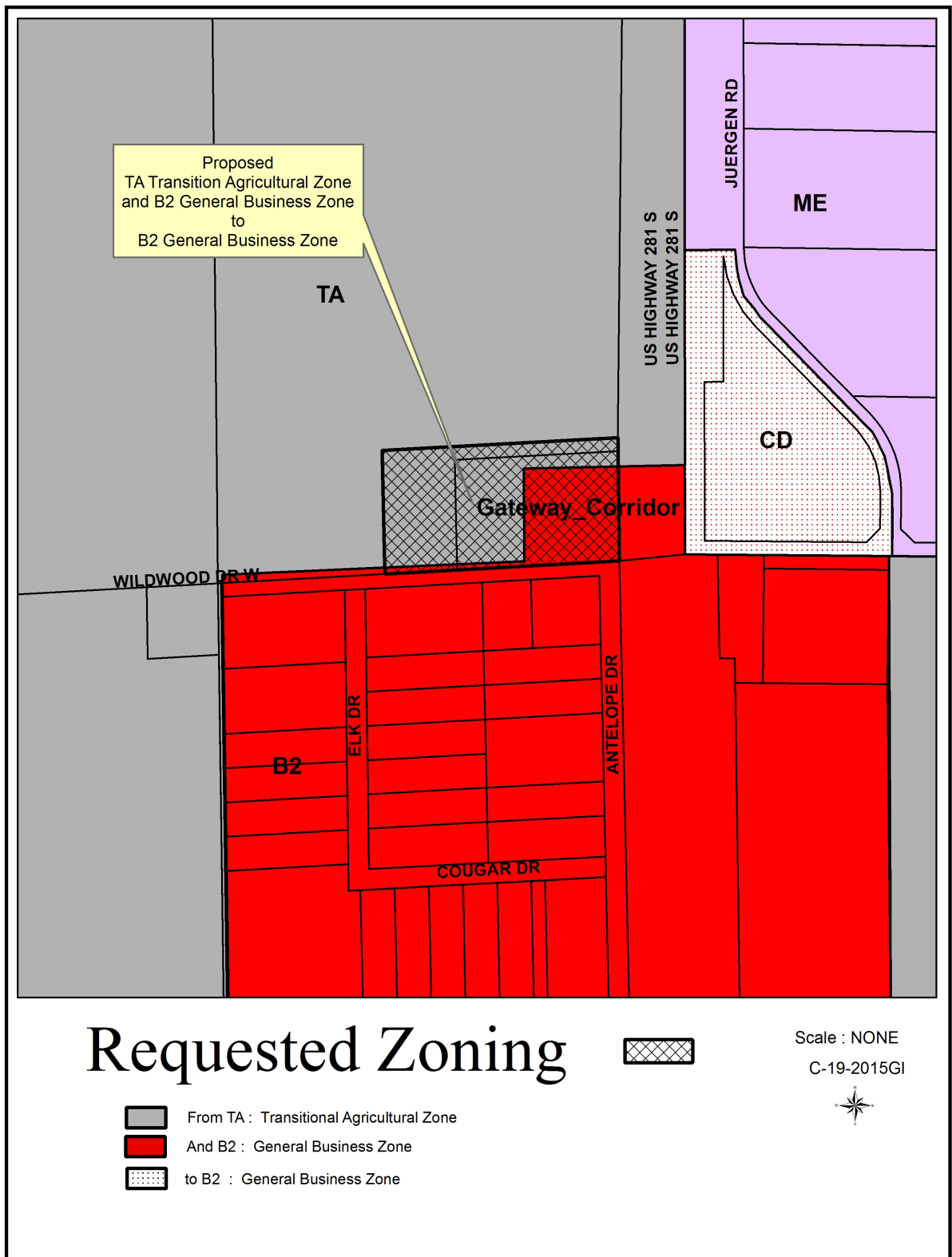
1. Approve the rezoning request as presented
2. Modify the rezoning request to meet the wishes of the Council
3. Postpone the issue

### **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.



**Agenda Item #7**

**PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:**

May 18, 2015

**SUBJECT:** *Rezoning Request C-19-2015G1*

**PROPOSAL:** To change the zoning for a tract of land in the SE ¼ of the SE ¼ of 29-11-09 from TA – Transitional Agriculture Zone to B2 - General Business Zone. The subject property is located west U.S. Highway 281 and north of Wildwood Road. A portion of this property already zoned to B2. All of this property is within the Gateway Corridor Overlay Zone and no changes are proposed to the overlay zone.

**OVERVIEW:**

**Site Analysis**

*Current zoning designation:* TA-Transitional Agriculture Zone  
*Permitted and conditional uses:* TA: Small scale animal ag uses, field crop and limited residential  
*Comprehensive Plan Designation:* Manufacturing  
*Existing land uses:* Irrigation Supply and Equipment Sales  
*Site constraints:* none

**Adjacent Properties Analysis**

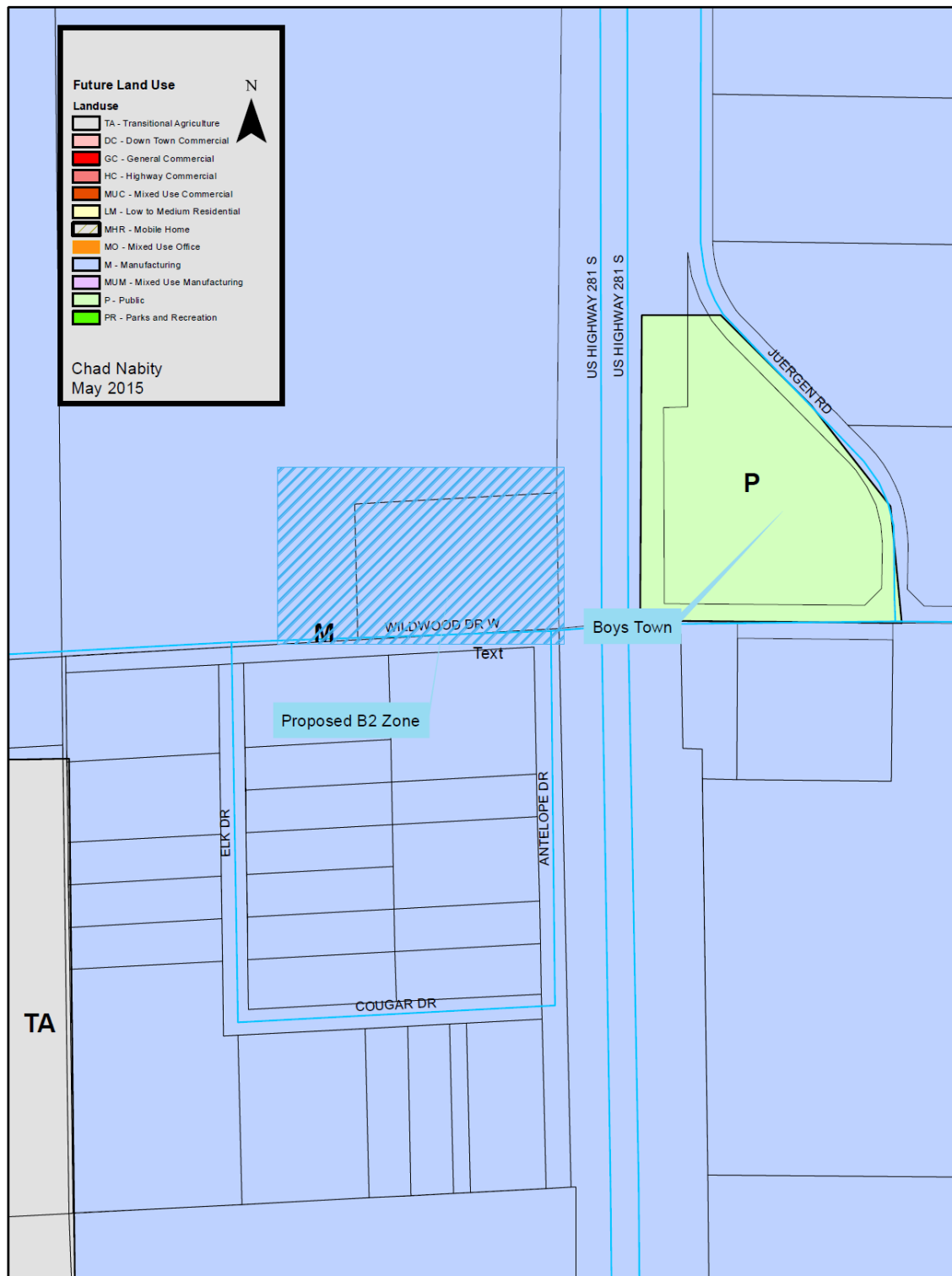
*Current zoning designations:* **North and West:** TA-Transitional Ag Zone  
**South and West:** B2-General Business

*Permitted and conditional uses:* TA: Small Scale ag uses and limited residential  
B2: General Service, retail and wholesale commercial uses including outdoor sales, Billboards

*Comprehensive Plan Designation:* **North:** Manufacturing  
**South:** Manufacturing  
**East:** Manufacturing  
**West:** Manufacturing

*Existing land uses:* **North and West:** Farm ground  
**East:** 281 and Boys Town  
**South:** Commercial Businesses





**Future Land Use Map 2004 Grand Island Comprehensive Plan**

## EVALUATION:

The proposed rezoning is consistent with the comprehensive plan and the surrounding land uses. This property is currently split between two zoning districts the proposed change makes the zoning consistent across the property

### Positive Implications:

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

### Negative Implications:

- *No negative implications foreseen.*

## RECOMMENDATION:

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

\_\_\_\_\_ Chad Nabity AICP, Planning Director



# **City of Grand Island**

**Tuesday, June 23, 2015**

**Council Session**

## **Item E-5**

**Public Hearing on Acquisition of Utility Easement - 414 N. Eddy Street - A & V Enterprise, LLC**

**Staff Contact: Tim Luchsinger, Utilities Director**

# **Council Agenda Memo**

**From:** Tim Luchsinger, Utilities Director

**Meeting:** June 23, 2015

**Subject:** Acquisition of Utility Easement – 414 N. Eddy – A & V Enterprise, LLC

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

**Presenter(s):** Timothy Luchsinger, Utilities Director

## **Background**

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of A & V Enterprise, LLC, located through a part of Lot Two (2), Block Sixteen (16), Rollins Addition (414 N. Eddy Street) to the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

This easement will be used for a pad-mounted transformer to provide additional power for the strip mall at this location.

## **Alternatives**

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

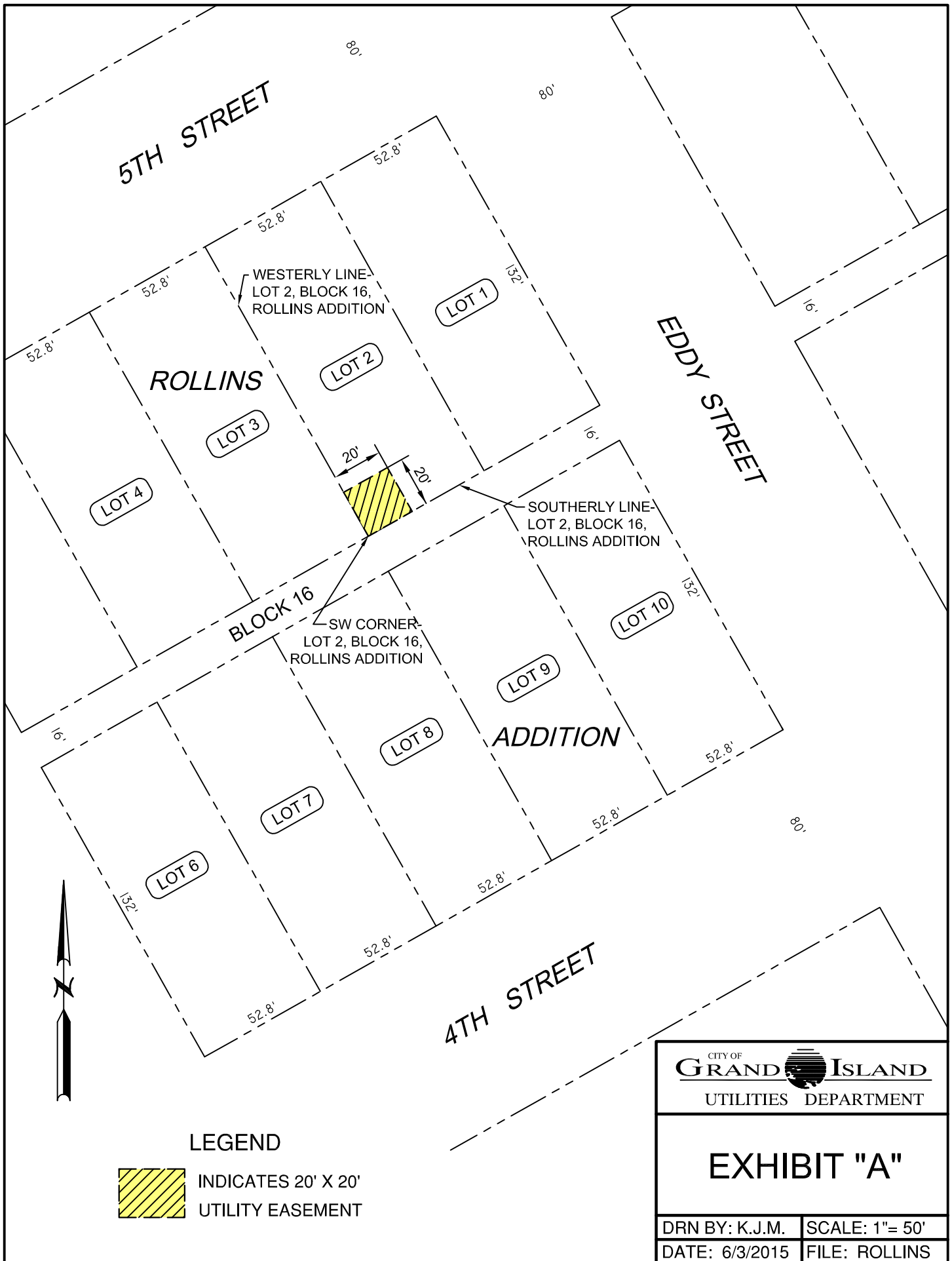
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**


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

## **Sample Motion**

Motion to approve acquisition of the Utility Easement.



**LEGEND**

 INDICATES 20' X 20'  
UTILITY EASEMENT

CITY OF  
**GRAND ISLAND**  
UTILITIES DEPARTMENT

**EXHIBIT "A"**

|                |                |
|----------------|----------------|
| DRN BY: K.J.M. | SCALE: 1"= 50' |
| DATE: 6/3/2015 | FILE: ROLLINS  |



# **City of Grand Island**

**Tuesday, June 23, 2015**

**Council Session**

## **Item E-6**

**Public Hearing on Acquisition of Utility Easement - 1002 N. Webb Road - Raile Investments, LLC**

**Staff Contact: Tim Luchsinger, Utilities Director**

# **Council Agenda Memo**

**From:** Tim Luchsinger, Utilities Director

**Meeting:** June 23, 2015

**Subject:** Acquisition of Utility Easement – 1002 North Webb Road - Raile Investments, LLC

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

**Presenter(s):** Timothy Luchsinger, Utilities Director

## **Background**

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Raile Investments, LLC, located through a part of Lot Eleven (11) Meadowlark West Fourth Subdivision (1002 North Webb Road), in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

This easement will be used to place a pad-mounted three phase transformer to provide power to the new Feel Fit Fitness building.

## **Alternatives**

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

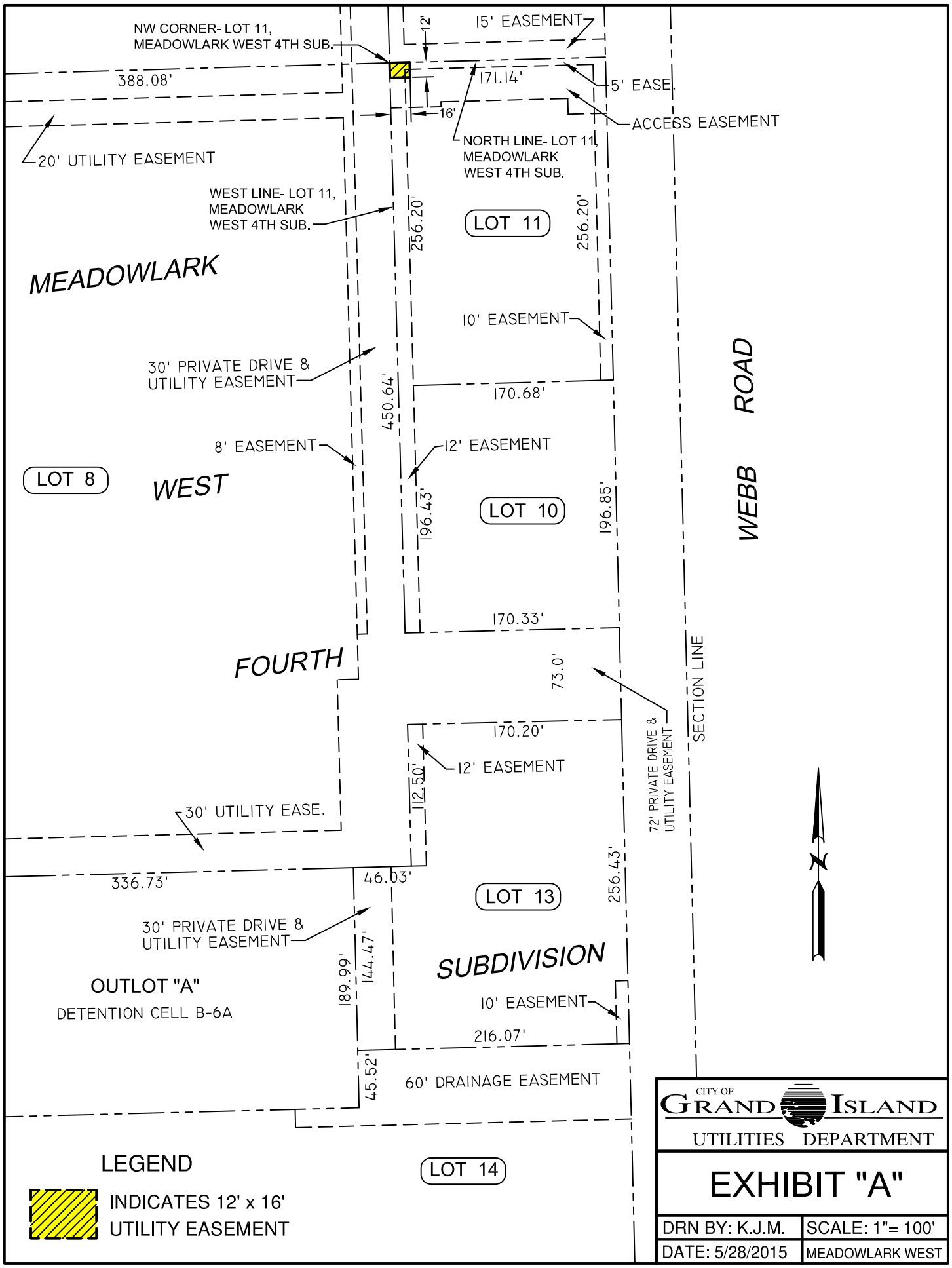
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

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

## **Sample Motion**

Move to approve acquisition of the Utility Easement.



|                                |                 |
|--------------------------------|-----------------|
| CITY OF<br><b>GRAND ISLAND</b> |                 |
| UTILITIES DEPARTMENT           |                 |
| <b>EXHIBIT "A"</b>             |                 |
| DRN BY: K.J.M.                 | SCALE: 1"= 100' |
| DATE: 5/28/2015                | MEADOWLARK WEST |





# **City of Grand Island**

**Tuesday, June 23, 2015**

**Council Session**

## **Item E-7**

### **Public Hearing on Acquisition of Utility Easement - 3004 Garland Street - The Diamond Engineering Company**

**Staff Contact: Tim Luchsinger, Utilities Director**

# **Council Agenda Memo**

**From:** Tim Luchsinger, Utilities Director

**Meeting:** June 23, 2015

**Subject:** Acquisition of Utility Easement – 3004 Garland Street –  
Diamond Engineering Company

**Item #'s:** E-7 & G-7

**Presenter(s):** Timothy Luchsinger, Utilities Director

## **Background**

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of The Diamond Engineering Company, located north of Garland Street between Blaine Street and the UPRR River Industrial Lead Right-of-Way (3004 Garland Street) in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

This easement will be used for a primary underground power line to feed a new Verizon Cell Tower located at 3004 Garland Street.

## **Alternatives**

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

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

## **Recommendation**

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

## **Sample Motion**

Move to approve acquisition of the Utility Easement.

# U.P.R.R. RIVER INDUSTRIAL LEAD

AQUALAND

LOT 4

SUBDIVISION

SW CORNER-LOT 4,  
AQUALAND SUB.

SOUTH LINE-LOT 4,  
AQUALAND SUB.

NE CORNER-  
LOT 11, RIVERSIDE  
FARM SUB.

LOT 1

LOT 2

BLAINE ST.

PART OF THE  
WEST 1/2, SE 1/4  
SECTION 29-11-9

EAST LINE-  
RIVER INDUSTRIAL LEAD  
RAILROAD R.O.W.

POINT OF  
BEGINNING-  
TRACT 1

TRACT 1

TRACT 2

LOT 11

RIVERSIDE  
FARM SUB.

GARLAND ST.

EAST LINE-LOT 11,  
RIVERSIDE FARM SUB.

WEST R-O-W LINE  
BLAINE ST.

## LEGEND



INDICATES 20' WIDE  
UTILITY EASEMENT- TRACT 1



INDICATES 7' WIDE  
UTILITY EASEMENT- TRACT 2

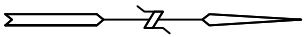


EXHIBIT "A"

CITY OF  
**GRAND ISLAND**  
UTILITIES DEPARTMENT

DRN BY: K.J.M. SCALE: 1" = 140'  
DATE: 6/9/2015 FILE: RIVERSIDE



# **City of Grand Island**

**Tuesday, June 23, 2015**

**Council Session**

## **Item E-8**

**Public Hearing on Acquisition of Utility Easement - 218 & 222 S.  
Plum Street - Burtle Heating & Air Conditioning, Inc.**

**Staff Contact: Tim Luchsinger, Utilities Director**

# **Council Agenda Memo**

**From:** Tim Luchsinger, Utilities Director

**Meeting:** June 23, 2015

**Subject:** Acquisition of Utility Easement – 218 & 222 S. Plum Street – Burtle Heating & Air Conditioning

**Item #'s:** E-8 & G-8

**Presenter(s):** Timothy Luchsinger, Utilities Director

## **Background**

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Burtle Heating & Air Conditioning, located through two tracts of land consisting of a ten (10.0) foot wide Utility Easement and a three (3.0) foot wide Utility Easement located in a part of Lot One (1) and Lot Two (2), of Burtle Subdivision (218 and 222 S. Plum Street), in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

There is an overhead power line along the south side of the property adjacent to the alley, but on private property. That line has been in place for over 50 years. There is another line feeding toward the north that crosses this property to properties north of this. The owner of the property wishes to have the proper paperwork in place so there are no encumbrances on the title. The easements will be used to allow the Electric Utility to continue the use without change or conflict.

## **Alternatives**

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

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

## **Recommendation**

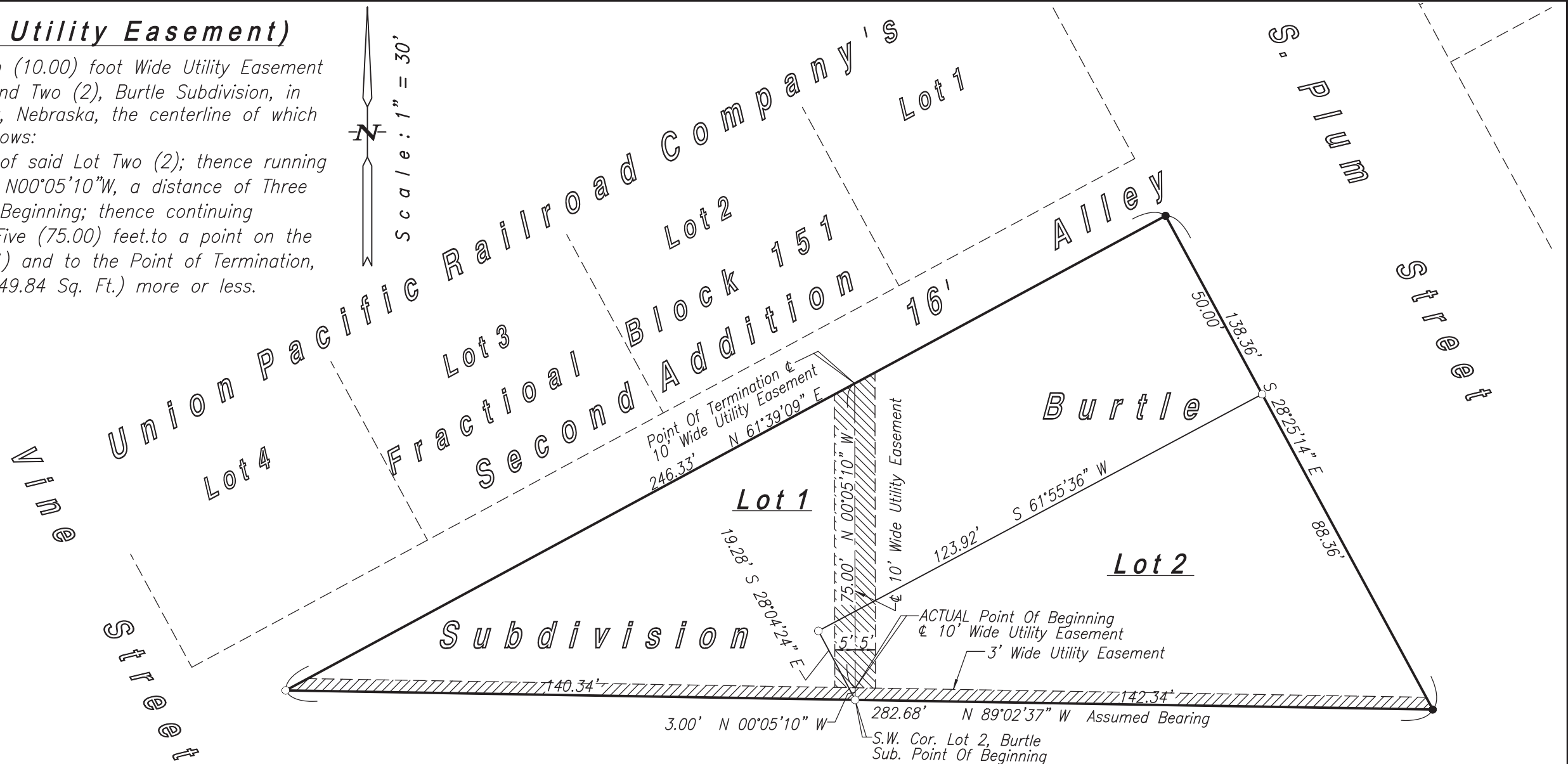
City Administration recommends that the Council approve the resolution for the acquisition of the easement for one dollar (\$1.00).

## **Sample Motion**

Move to approve acquisition of the Utility Easement.

**Description (10' Wide Utility Easement)**

A tract of land consisting of a Ten (10.00) foot Wide Utility Easement located in a part of Lots One (1) and Two (2), Burtle Subdivision, in the City of Grand Island, Hall County, Nebraska, the centerline of which is more particularly described as follows:  
Beginning at the southwest corner of said Lot Two (2); thence running northerly on an Assumed Bearing of N00°05'10"W, a distance of Three (3.00) feet, to the ACTUAL Point of Beginning; thence continuing N00°05'10"W a distance of Seventy Five (75.00) feet to a point on the northwesterly line of said Lot One (1) and to the Point of Termination, said tract containing 0.017 Acres (749.84 Sq. Ft.) more or less.



**Description (3' Wide Utility Easement)**

A tract of land comprising the southerly Three (3.00) feet of Lots One (1) and Two (2), Burtle Subdivision, in the City of Grand Island, Hall County, Nebraska, said tract containing 0.019 Acres (837.50 Sq. Ft.) more or less.

—Indicates Easement To Be Dedicated

Date : June 9, 2015

Sheet No. 1 of 1

**Exhibit 'A'**

ROCKWELL ASSOC.

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



# City of Grand Island

Tuesday, June 23, 2015

Council Session

## Item F-1

**#9540 - Consideration of Creation of Water Main District 468 -  
Lots Five (5) and Twelve (12) Garland Place (Stauss Road)**

Staff Contact: Tim Luchsinger, Utilities Director



# **Council Agenda Memo**

**From:** Timothy Luchsinger, Utilities Director

**Meeting:** June 23, 2015

**Subject:** Consideration of Creation of Water Main District 468  
Lots Five (5) and Twelve (12) Garland Place Subdivision  
– Stauss Road – Ordinance #9540

**Item #'s:** F-1

**Presenter(s):** Timothy Luchsinger, Utilities Director

## **Background**

A petition was received from the property owner of Lots Five (5) and Twelve (12) Garland Place (at the west end of Stauss Road) requesting City water service. Please refer to the attached drawing and area map for reference.

## **Discussion**

The existing 8” diameter water main in Stauss Road ends on the east side of the area requesting City service. The proposed extension of the water line will allow construction of new residential housing. The remaining lots to the west of the proposed district are currently being used as crop land.

Assessment districts are the Utility Department’s standard method for installing water mains to areas requesting City service. Property owners within the district’s boundary are notified that they have 30 days to submit an objection to the project. All eligible cost of construction will be charged to the property owners within the respective district. The assessments would be collected over a five year period, at 7% simple interest on the unpaid balance.

Information was submitted to the Legal Department for preparation of the Ordinance to define and create the water main district. The Ordinance and Map are attached.

## **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 Ordinance #9540 creating Water Main District #468 for Lots Five (5) and Twelve (12) in Garland Place at the end of Stauss Road.

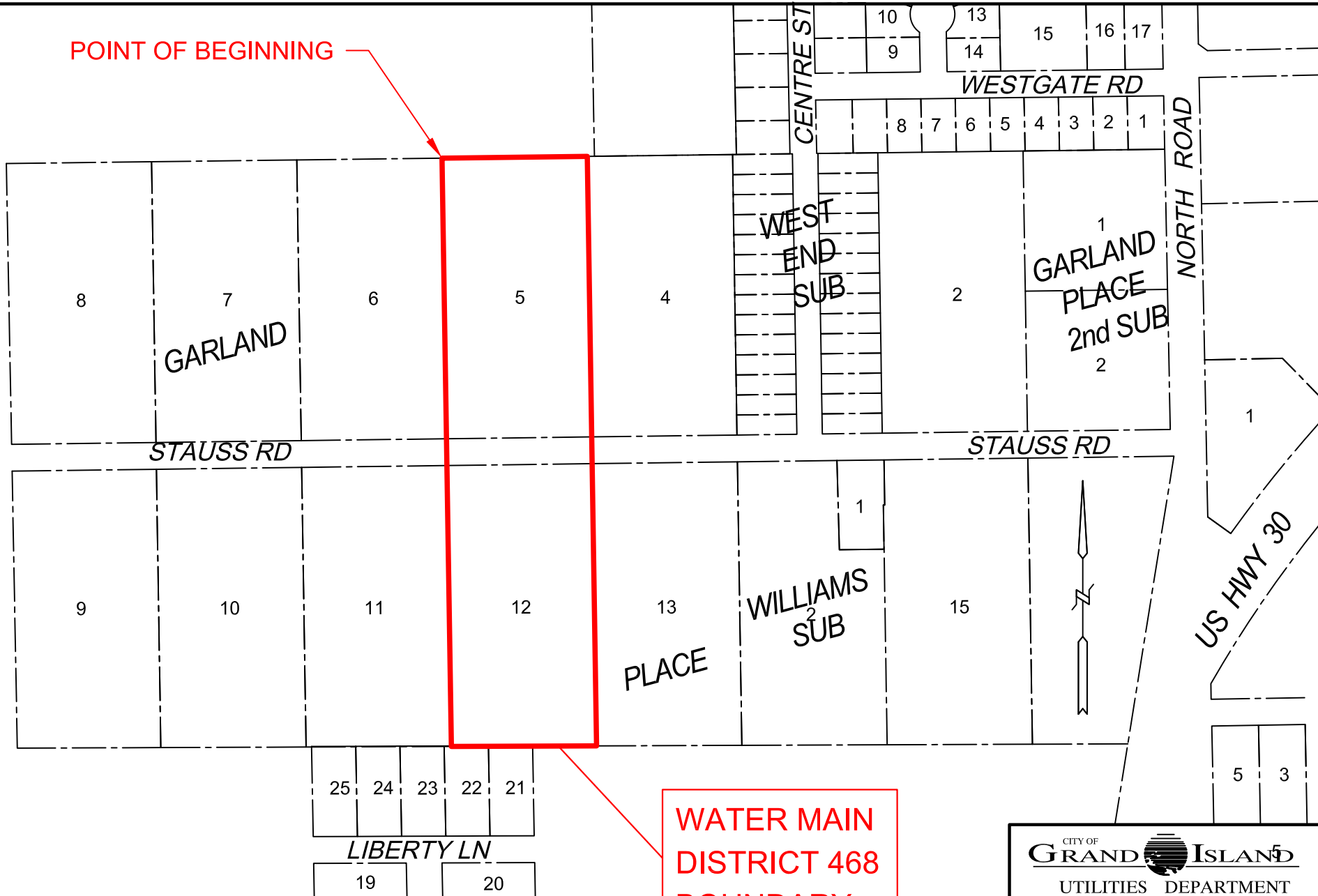
## **Sample Motion**

Move to approve Ordinance #9540 creating Water Main District #468.

**UTILITIES DEPARTMENT**



POINT OF BEGINNING



WATER MAIN  
DISTRICT 468  
BOUNDARY

CITY OF  
**GRAND ISLAND**  
UTILITIES DEPARTMENT

PLAT TO ACCOMPANY  
ORDINANCE XXXX

SCALE: 1" = 300'

•This Space Reserved for Register of Deeds •

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ORDINANCE NO. 9540

An ordinance creating Water Main District No. 468 in the City of Grand Island, Hall County, Nebraska; defining the boundaries of the district; providing for the laying of water mains in said district; approving plans and specifications and securing bids; assessing the costs of such improvements; providing for certification to the Register of Deeds; and providing the effective date hereof.

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

SECTION 1. Water Main District No. 468 in the City of Grand Island, Hall County, Nebraska, is hereby created for the laying of an eight (8) inch diameter water main with its appurtenances along Stauss Road in the City of Grand Island, Hall County, Nebraska.

SECTION 2. The boundaries of such water main district shall be more particularly described as follows: all of Lot Five (5) and Lot Twelve (12) Garland Place a subdivision in the City of Grand Island, Hall County, Nebraska being more particularly described as: beginning at the northwest corner of said Lot Five (5); thence southerly to the southwest corner of said Lot Twelve (12); thence easterly to the southeast corner of said Lot

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

ORDINANCE NO. 9540 (Cont.)

Twelve (12); thence northerly to the northeast corner of said Lot Five (5); thence westerly to the northwest corner of said Lot Five (5) being the said Point Of Beginning.

SECTION 3. Said improvement shall be made in accordance with plans and specifications approved by the Engineer for the City, who shall estimate the cost thereof. Bids for the construction of said water main shall be taken and contracts entered into in the manner provided by law.

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 shall be in force and take effect from and after its passage, approval, and publication, without the plat, within fifteen days in one issue of the Grand Island Independent.

SECTION 6. This ordinance, with the plat, is hereby directed to be filed in the office of the Register of Deeds of Hall County, Nebraska.

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

Enacted: June 23, 2015.

---

Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, June 23, 2015

Council Session

## Item F-2

**#9541 - Consideration of Request to Rezone Property Located at 604 N. Custer Avenue from R2 Low Density Residential to RO Residential Office (Timothy Dunagan)**

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9541

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land comprised of: Lot 222 and Part of Lot 221 and Part of the Vacated 6<sup>th</sup> (Peterson) Street of Belmont Addition in Grand Island, Hall County, Nebraska, from R2 Low Density Residential Zone to RO Residential Office 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 June 10, 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 Boards of Education of the school districts in Hall County, Nebraska; and

WHEREAS, after public hearing on June 23, 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, reclassified and changed from R2 Low Density Residential Zone to RO Residential Office Zone:

A tract of land comprised of Lot 222 and Part of Lot 221 and Part of the Vacated 6<sup>th</sup> (Peterson) Street of Belmont Addition in Grand Island, Hall County, Nebraska;

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

|                     |               |
|---------------------|---------------|
| Approved as to Form | by _____      |
| October 18, 2006    | City Attorney |



ORDINANCE NO. 9541 (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: June 23, 2015

---

Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, June 23, 2015

Council Session

## Item F-3

**#9542 - Consideration of Request to Rezone Property Located at 3344 W. Wildwood Drive from B2 General Business and TA Transitional Agriculture to B2 General Business (Robin Stauffer)**

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

Staff Contact: Chad Nabity

## ORDINANCE NO. 9542

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land comprising a part of the E ½ of the SE ¼ of Section 1 Township 10 north, Range 10 west of the 6<sup>th</sup> PM in Hall County, Nebraska, from TA Transitional Agriculture Zone and B2 General Business to B2-General Business; 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 June 10, 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 Boards of Education of the school districts in Hall County, Nebraska; and

WHEREAS, after public hearing on June 23, 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, reclassified and changed from TA Transitional Agriculture Zone and B2 General Business Zone to B2 General Business Zone:

A tract of land comprising a part of the East Half of the Southeast Quarter (E1/2SE1/4), of Section One (1), Township Ten (10) North, Range Ten (10) West of the 6<sup>th</sup>. P.M., in Hall County, Nebraska, more particularly described as follows:

Beginning at the southeast corner of said East Half of the Southeast Quarter (E1/2SE1/4); thence running westerly on the south line of said East Half of the Southeast Quarter (E1/2SE1/4), on an Assumed Bearing of S87°53'32"W, a distance of Two Hundred Seventeen and Twenty Eight Hundredths (217.28) feet, to a point on the westerly right of way line of U.S. Highway No. 281 and to the ACTUAL Point of Beginning; thence continuing S87°53'32"W, on the south line of said East Half of the Southeast Quarter (E1/2SE1/4), a distance of Six Hundred Eighty Five and Ninety Eight Hundredths (685.98) feet; thence running N00°56'57"E, a distance of Three Hundred Sixty and Six Hundredths (360.06) feet; thence running N87°53'32"E, a distance of Six Hundred Eighty Five and Ninety Seven Hundredths (685.97) feet, to a point on the westerly right of way line of U.S. Highway No. 281; thence running S00°56'54"W, on the westerly right of way line of U.S. Highway No. 281, a distance of Three Hundred Sixty and Six Hundredths (360.06) feet, to the ACTUAL Point of Beginning and containing 5.662 acres more or less.

|                     |               |
|---------------------|---------------|
| Approved as to Form | by _____      |
| October 18, 2006    | City Attorney |

ORDINANCE NO. 9542 (Cont.)

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

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

Enacted: June 23, 2015

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, June 23, 2015

Council Session

## Item F-4

### **#9543 - Consideration of Assessments for Fence Removal from Public Right of Way at 904 West Phoenix Avenue**

*This item relates to the aforementioned Board of Equalization item D-1.*

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

ORDINANCE NO. 9543

An ordinance assessing and levying a special tax to pay the cost of fence removal from the public right of way at 904 West Phoenix Avenue of the City of Grand Island, Nebraska; providing for the collection of such special tax; repealing any provisions of the Grand Island City Code, ordinances, and 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. There is hereby assessed upon the following described lots, tracts and parcels of land specially benefited, for the purpose of paying the cost of fence removal from the public right of way at 904 West Phoenix Avenue, as adjudged by the Mayor and Council of the City, to the extent of benefits thereto by reason of such improvement, after due notice having been given thereof as provided by law; and a special tax for such cost of construction is hereby levied at one time upon such lots, tracts and land as follows:

| <u>Name</u>                 | <u>Description</u>                                                                  | <u>Assessment</u> |
|-----------------------------|-------------------------------------------------------------------------------------|-------------------|
| John J. & Shirley M. Pascoe | Lot 1, Block 1, Glover's Subdivision<br>City of Grand Island, Hall County, Nebraska | \$500.00          |
| <b>TOTAL</b>                |                                                                                     | <b>\$500.00</b>   |

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ▣ _____         |
| June 19, 2015       | ▣ City Attorney |

ORDINANCE NO. 9543 (Cont.)

SECTION 2. The special tax shall become delinquent as follows: One-fifth of the total amount shall become delinquent in ten days; one-fifth in one year; one-fifth in two years; one-fifth in three years; one-fifth in four years respectively, after the date of such levy; provided, however, the entire amount so assessed and levied against any lot, tract or parcel of land may be paid within ten days from the date of this levy without interest, and the lien of special tax thereby satisfied and released. Each of said installments, except the first, shall draw interest at the rate of not exceeding seven percent (7.0%) per annum from the time of such levy until they shall become delinquent. After the same become delinquent, interest at the rate of three-fourths of one percent per month shall be paid thereon as in the case of other special taxes, until the same is collected and paid.

SECTION 3. The treasurer of the City of Grand Island, Nebraska is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 5. Any provision of the Grand Island City Code, and any provision of any ordinance, or part of ordinance, in conflict herewith is hereby repealed.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: June 23, 2015

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Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, June 23, 2015

Council Session

## Item F-5

**#9544 - Consideration of Annexation of Property being Platted as Stauffer Subdivision located at the Northwest Corner of Wildwood Drive and U.S. Highway 281 (First Reading)**

Staff Contact: Chad Nabity



# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** June 23, 2015

**Subject:** An Ordinance to include Stauffer Subdivision as an Addition to the City of Grand Island, Nebraska and the Adjoining Right-of -Way

**Item #'s:** F-5

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

## **Background**

The Annexation Component of the Grand Island Comprehensive Development Plan as adopted by the Grand Island City Council on July 13, 2004 sets as the policy of Grand Island that any and all property subdivided adjacent to the Corporate Limit of the City of Grand Island be annexed into the City at the time of subdivision approval.

The Mitchell H. Stauffer Revocable Trust as the owners of the property, submitted Stauffer Subdivision as an Addition to the City of Grand Island. The Hall County Regional Planning Commission recommended approval of the subdivision at their meeting on June 10, 2015.

## **Discussion**

Staff has prepared an ordinance in accordance with the requirements of Nebraska Revised Statute §16-117. Annexation ordinances must be read on three separate occasions. This is the first reading of the ordinance. This ordinance includes exhibits showing the property to be considered for annexation and the legal descriptions of that property.

Annexation of this property will not result in the extension of the Grand Island Zoning Jurisdiction.

No new residences or businesses will be added to the City as a result of this annexation. The existing business on the site was annexed by the City in 2002. This is an extension of the annexation to include all of the property in Stauffer Subdivision.

## **Alternatives**

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

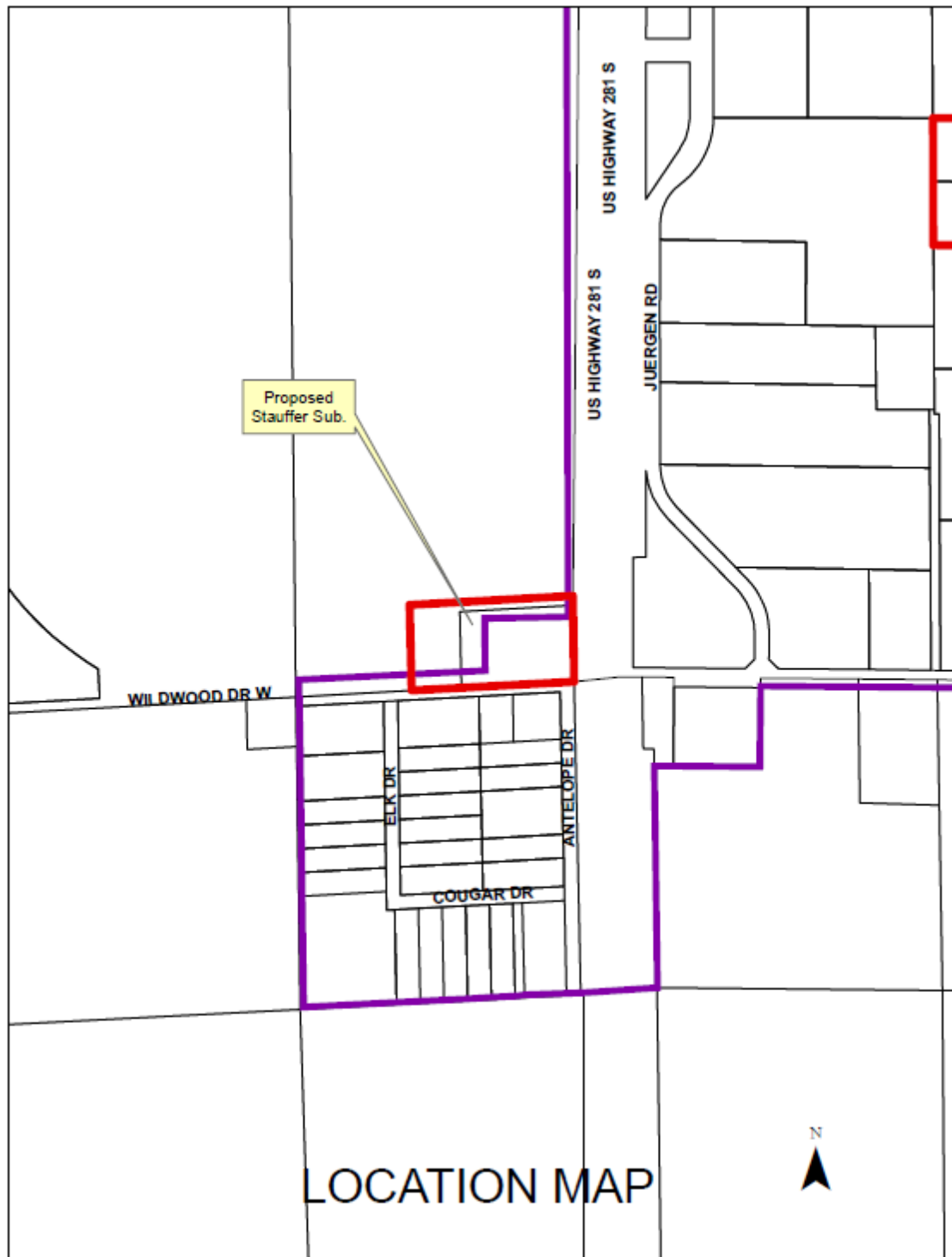
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council pass the annexation ordinance.

## **Sample Motion**

Move to approve the annexation ordinance on first reading.



\* This Space Reserved For Register of Deeds \*

#### ORDINANCE NO. 9544

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land comprised of Stauffer Subdivision and the adjoining Right-Of-Way for Wildwood Road in Hall County, Nebraska as more particularly described hereinafter and as shown on Exhibit “A” attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, Mitchell H. Stauffer Revocable Trust, as owner of the property submitted a plat of Stauffer Subdivision an Addition to the City of Grand Island for approval; and

WHEREAS, the Annexation Component of the Comprehensive Development Plan for the City of Grand Island requires that owners of property proposed for subdivision adjacent to the Corporate Limits submit such subdivisions as additions to the City; and

WHEREAS, according to NRSS §16-177 the City of Grand Island can upon petition of the property owner(s) of property contiguous and adjacent to the City Limits annex said property by ordinance; and

|                     |                          |               |
|---------------------|--------------------------|---------------|
| Approved as to Form | <input type="checkbox"/> | _____         |
| June 19, 2015       | <input type="checkbox"/> | City Attorney |

ORDINANCE NO. 9544 (Cont.)

WHEREAS, a portion of this property was annexed by Grand Island City Council in 2002 and this annexation conforms to the new property lines created as a result of this subdivision; and

WHEREAS, on June 23, 2015 the City Council of the City of Grand Island considered such additional annexation:

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

SECTION 1. It is hereby found and determined that:

(A) The above-described tracts of land are urban or suburban in character, and that the subject properties are contiguous or adjacent to the corporate limits of said City.

(B) The subject lands will receive the material benefits and advantages currently provided to land within the City's corporate limits including, but not limited to police, fire, emergency services, street maintenance, and utilities services upon annexation to the City of Grand Island, Nebraska, and that City electric, water and sanitary sewer service is available, or will be made available, as provided by law.

(C) The various zoning classifications of the land shown on the Official Zoning Map of the City of Grand Island, Nebraska, are hereby confirmed and that this annexation does not extend the extraterritorial zoning jurisdiction.

(D) There is unity of interest in the use of the said tract of land, lots, tracts, highways and streets (lands) with the use of land in the City, and the community convenience and welfare and in the interests of the said City will be enhanced through incorporating the subject land within the corporate limits of the City of Grand Island.

ORDINANCE NO. 9544 (Cont.)

SECTION 2. The boundaries of the City of Grand Island, Nebraska, be and are hereby extended to include within the corporate limits of the said City the contiguous and adjacent tract of land located within the boundaries described above.

SECTION 3. The subject tract of land is hereby annexed to the City of Grand Island, Hall County, Nebraska, and said land and the persons thereon shall thereafter be subject to all rules, regulations, ordinances, taxes and all other burdens and benefits of other persons and territory included within the City of Grand Island, Nebraska.

SECTION 4. The owners of the land so brought within the corporate limits of the City of Grand Island, Nebraska, are hereby compelled to continue with the streets, alleys, easements, and public rights-of-way that are presently platted and laid out in and through said real estate in conformity with and continuous with the streets, alleys, easements and public rights-of-way of the City.

SECTION 5. That a certified copy of this Ordinance shall be recorded in the office of the Register of Deeds of Hall County, Nebraska and indexed against the tracts of land.

SECTION 6. Upon taking effect of this Ordinance, the services of said City shall be furnished to the lands and persons thereon as provided by law, in accordance with the Plan for Extension of City Services adopted herein.

SECTION 7. That all ordinances and resolutions or parts thereof in conflict herewith are hereby repealed.

SECTION 8. This ordinance shall be in full force and effect from and after its passage, approval and publication, in pamphlet form, as provided by law.

ORDINANCE NO. 9544 (Cont.)

Enacted: June 23, 2015

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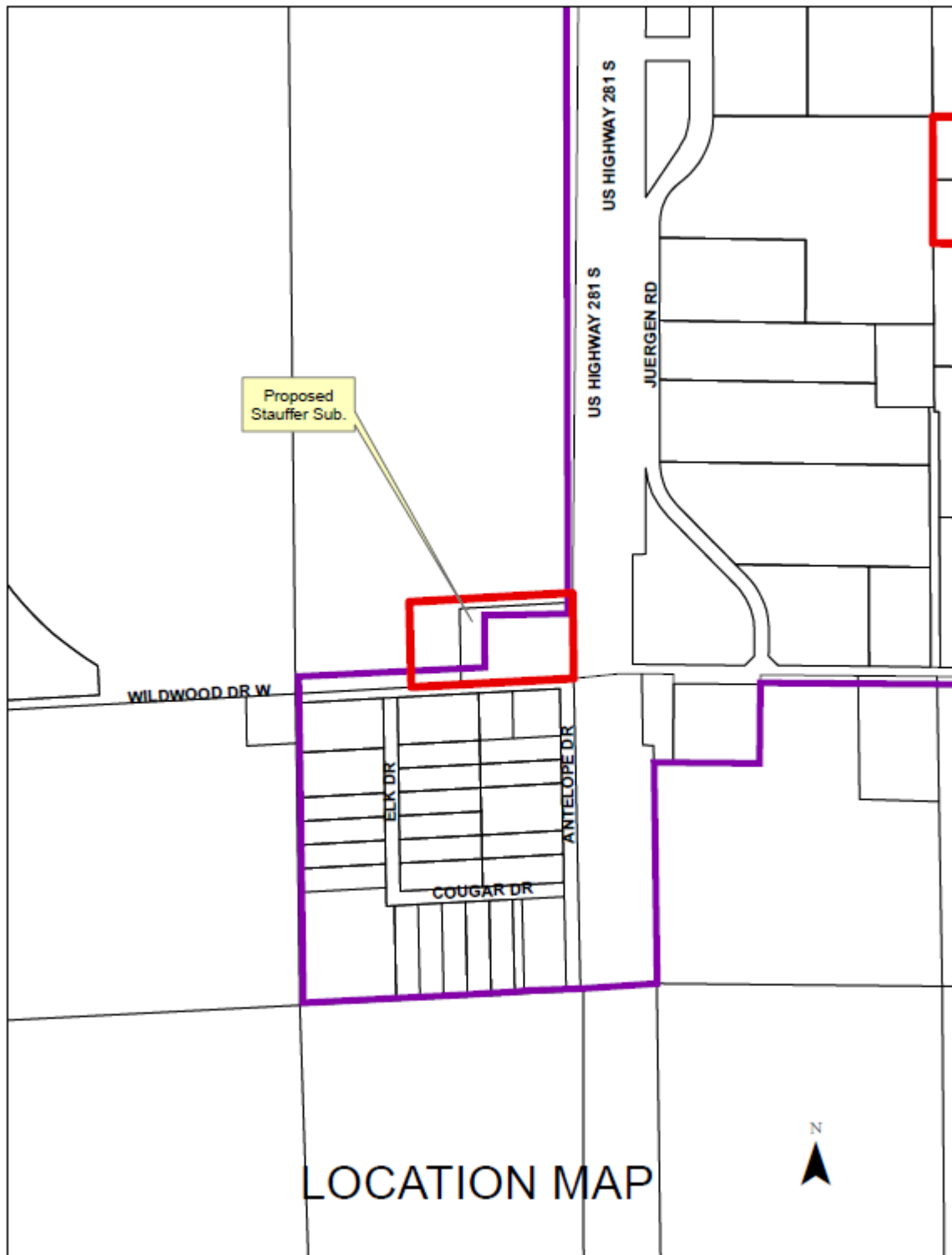
Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk

ORDINANCE NO. 9544 (Cont.)





ORDINANCE NO. 9544 (Cont.)

Exhibit "A"

A tract of land comprising a part of the East Half of the Southeast Quarter (E1/2SE1/4), of Section One (1), Township Ten (10) North, Range Ten (10) West of the 6<sup>th</sup>. P.M., in Hall County, Nebraska, more particularly described as follows:

Beginning at the southeast corner of said East Half of the Southeast Quarter (E1/2SE1/4); thence running westerly on the south line of said East Half of the Southeast Quarter (E1/2SE1/4), on an Assumed Bearing of S87°53'32"W, a distance of Two Hundred Seventeen and Twenty Eight Hundredths (217.28) feet, to a point on the westerly right of way line of U.S. Highway No. 281 and to the ACTUAL Point of Beginning; thence continuing S87°53'32"W, on the south line of said East Half of the Southeast Quarter (E1/2SE1/4), a distance of Six Hundred Eighty Five and Ninety Eight Hundredths (685.98) feet; thence running N00°56'57"E, a distance of Three Hundred Sixty and Six Hundredths (360.06) feet; thence running N87°53'32"E, a distance of Six Hundred Eighty Five and Ninety Seven Hundredths (685.97) feet, to a point on the westerly right of way line of U.S. Highway No. 281; thence running S00°56'54"W, on the westerly right of way line of U.S. Highway No. 281, a distance of Three Hundred Sixty and Six Hundredths (360.06) feet, to the ACTUAL Point of Beginning and containing 5.662 acres more or less.



# City of Grand Island

Tuesday, June 23, 2015

Council Session

## Item G-1

**Receipt of Official Document – Tort Claim filed by Michael C. Brewer**

Staff Contact: RaNae Edwards

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** June 24, 2015

**Subject:** Receipt of Official Document – Tort Claim filed by Michael C. Brewer

**Item #'s:** G-1

**Presenter(s):** RaNae Edwards, City Clerk

## **Background**

The City of Grand Island has received a Notice of Tort Claim from Michael C. Brewer alleging certain claims in connection with an incident at 1508 N. Lafayette Avenue involving the City Utility Department which occurred on October 23, 2014.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of Michael C. Brewer is fair and reasonable, we are simply providing a copy of this claim to you in compliance with the Nebraska Political Subdivision Tort Claims Act.

For a person to assert a tort claim against the City of Grand Island, a written notice of the claim must be filed with the City Clerk, Secretary or other official responsible for keeping official records. The claim must be filed within one year of the accrual of the claim, and the Council has six months to act on the claim. No suit can be filed until after the Council acts on the claim, or the six months has run.

Historically, the City of Grand Island has simply let the six months run. Not all claims result in a suit being filed, so it makes good sense to not act affirmatively in many instances. In any event, if you wish to look further into this claim, please contact the City Attorney's office, and we will provide you with the information which we have in connection with the claim. Our recommendation is to continue to take no affirmative action on tort claims. It must be emphasized that by providing copies of alleged claims to you, we are not making an admission or representation that a claim has been properly filed in any respect. We also recommend that no comments concerning a particular claim be made during Council meetings, unless you decide to bring the matter on for formal consideration. Even then, we ask that comments be carefully considered so that the legal rights of all parties are preserved.

### **Discussion**

This is not an item for council action other than to simply acknowledge that the claim has been received.

### **Recommendation**

City Administration recommends that the Council take no action other than acknowledge receipt of the claim.

### **Sample Motion**

Move to approve acknowledgement of the Tort Claim filed by Michael C. Brewer.

2121 N. Webb Road  
Suite 210  
P.O. Box 5315  
Grand Island, NE 68802-5315

(308) 382-9244  
FAX (308) 382-9264



201 N. 8th Street  
Suite 242  
P.O. Box 83103  
Lincoln, NE 68501-3103

(402) 477-1010  
FAX (402) 477-9913

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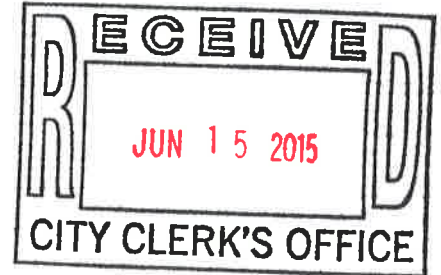
**DOWDING, DOWDING, DOWDING & URBOM**

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**LAW OFFICES**

Vince Dowding  
Joseph C. Dowding  
Steven W. Dowding  
Jonathan D. Urbom  
Jeffrey A. Bloom

(Please Reply to Grand Island Office)



June 11, 2015

ReNae Edwards  
City Clerk, City of Grand Island  
100 East 1<sup>st</sup> Street  
P.O. Box 1968  
Grand Island, NE 68802-1968

RE: Claim of Michael C. Brewer

Dear ReNae:

Enclosed is a claim being filed against the City of Grand Island by Michael Brewer.

Please acknowledge receipt of this claim.

Best regards,

VINCE DOWDING

VD/lp  
enc.

cc: Legal Department, City of Grand Island  
Michael Brewer  
Jason P. Pierzina

## CLAIM AGAINST THE CITY OF GRAND ISLAND

### Who is Making the Claim:

Name: Michael C. Brewer  
Address: 1508 N. Lafayette Avenue  
Grand Island, NE 68803  
Phone: 308-379-0653

### What happened?

The City Utility Department hooked up my house to a new transmission line and the house was hooked up backwards. The effect was like the house was hit by lightning. A fire started, the electrical system was ruined, all appliances were ruined, and multiple items of personal property were lost. I could not live in the house and have been displaced while the house is being completely rewired and rebuilt and refurnished. My basement went from a fully finished basement to total destruction. New appliances, a new furnace, a new air conditioner unit, new plumbing, new electrical system, and sheetrock were all required. The sprinkler system had to be replaced. It was a virtual total loss. The City Utility Department has admitted fault and accepted full responsibility.

### Where did it happen?

1508 N. Lafayette Avenue  
Grand Island, NE 68803

Legally described as Lot 6, Block 2, Harrison Subdivision, Grand Island, Hall County, Nebraska.

### When did it happen?

October 23, 2014

### What are the damages?

\$400,000. The actual repair and reconstruction bills are not all in.

### Who do you believe is at fault and why?

The City of Grand Island through the Utility Department is at fault. The house was wired backwards. Fault has been admitted.

### Was the incident reported to anyone else?

The City Utility Department knew immediately when it happened.

  
MICHAEL C. BREWER

6/12/15  
Date



# **City of Grand Island**

**Tuesday, June 23, 2015**

**Council Session**

## **Item G-2**

### **Approving Minutes of June 9, 2015 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

June 9, 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 June 9, 2015. Notice of the meeting was given in *The Grand Island Independent* on June 3, 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, Chuck Haase, Julie Hehnke, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, Roger Steele, and Mike Paulick. 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 Rene Lopez, Iglesia de Dios, 2325 West State Street followed by the PLEDGE OF ALLEGIANCE.

PUBLIC HEARING:

Public Hearing on Redevelopment Plan for Husker Highway Redevelopment Area 17 located at the Southwest Corner of U.S. Highway 281 and Husker Highway (Chief Industries). Regional Planning Director Chad Nabity reported that Chief Industries, Inc. had commissioned a Blighted and Substandard Study for approximately 116 acres referred to as Husker Highway Redevelopment Area 17. This property is located at the southwest corner of U.S. Highway 281 and Husker Highway in southwest Grand Island. Staff recommended approval.

The following people spoke in support:

- Cindy Johnson, Chamber of Commerce
- Jay Vavricek, 2729 Brentwood Blvd.
- Brad Mellema, Convention & Visitors Bureau
- Pat O'Neill, 1516 South Gunbarrel Road
- Dave Taylor, Economic Development Corporation
- Tom Huston, Lincoln, NE, Attorney for Chief Industries
- Lewis Kent, 624 Meves Avenue

No further public testimony was heard.

ORDINANCE:

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



#9539 – Consideration of Amending Chapter 22 of the Grand Island City Code Relative to Window Stickers

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 Attorney Bob Sivick reported that current City Code 22-25(3) does not allow any stickers, signs, or any other material other than that required by law in the windows of motor vehicles. It was recommended that City Code 22-25(3) be changed to reflect state statute language.

The following people spoke in support:

- Mark Porto, 123 No. Locust Street
- Robert Alexander, 661 Faidley Court
- Paul Wicht, 1708 Jerry Drive
- Debra Gregory, 4159 W. Faidley Avenue

Lewis Kent, 624 Meves Avenue spoke in opposition.

Comments were made regarding the number of sticker’s currently on vehicle windows and that people did not know they were illegal. Also mentioned was the inconsistency of state statutes with reference to the Grand Island City Code.

Motion by Steele, second by Hehnke to approve Ordinance #9539.

City Clerk: Ordinance #9539 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 #9539 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 final passage, Ordinance #9539 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda item G-6 (Resolution #2015-143) was removed for further discussion. Motion by Paulick, second by Jones to approve the Consent Agenda. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of May 26, 2015 City Council Regular Meeting.

Approving Appointment of Jackie Bowen to the Downtown Business Improvement District 2013 Board.

Approving Request for Liquor Manager Designation for Tyra Love, 211 South Sycamore Street with Smoker Friendly Liquor & Tobacco #018, 710 Diers Avenue, Suite L.

Approving Request for Liquor Manager Designation for Jack Bailey, 3100 West 2nd Street with Smoker Friendly/T & D Liquors, 802 West 2nd Street.

#2015-142 - Approving Contract Renewal with Environmental Systems Research Institute (ESRI) for Geographic Information System (GIS) in an Amount of \$105,000 to be paid in three annual installments.

#2015-143 - Approving Power Purchase Agreement with Invenergy for the Prairie Breeze III Project. Utilities Director Tim Luchsinger reported that on March 24, 2015 Council approved execution of a Non-Disclosure Agreement with Invenergy to begin discussions regarding a wind energy project, and on April 28, 2015 approved execution of a Letter of Intent with Invenergy for a non-binding agreement to purchase wind energy. Since that date, City Administration and Department staff had held discussions with Invenergy regarding a Power Purchase Agreement (PPA) between the City and Invenergy's Prairie Breeze Wind Energy III Project. The discussions resulted in a proposed plan for the City to consider execution of a PPA with Invenergy for the entire capacity of the Project with subsequent participation agreements between the City and the Nebraska City Utilities and the City of Neligh for minority positions in the Project. This information was presented during a hearing of the Nebraska Power Review Board on May 22, 2015 for the Project based on need and cost, and the Project was approved contingent on the execution of a PPA between Invenergy and the City. Subsequently, the City engaged the services of Fraser Stryker for legal counsel for the PPA negotiations with Invenergy.

Mentioned was the time sensitive nature of this item.

Motion by Haase, second by Nickerson to approve Resolution #2015-143. Upon roll call vote, Councilmembers Paulick, Minton, Fitzke, Donaldson, Hehnke, Haase, Jones, Stelk, and Nickerson voted aye. Councilmember Steele voted no. Motion adopted.

#2015-144 - Approving Agreement Supplemental No. 1 for Construction Engineering Services for Capital Avenue Widening – Webb Road to Broadwell Avenue with Olsson Associates of Grand Island, NE for a Fixed-Fee-For-Profit of \$69,440.92 and up to a Maximum Amount of \$533,401.18.

#2015-145 - Approving Time Extension to the Contract for Sanitary Sewer District No. 528 and No. 530T with Van Kirk Brothers Contracting of Sutton, NE to June 10, 2015.

#2015-146 - Approving Bid Award for the 2015 Asphalt Resurfacing Project No. 2015-AC-1 with J.I.L. Asphalt Paving Co. of Grand Island, NE in an Amount of \$955,830.76.

#2015-147 - Approving Agreement with Nebraska Department of Roads for Asphalt Resurfacing Project No. 2015-AC-1.

#2015-148 - Approving Revision to One Year Street Improvement Plan.

#2015-149 - Approving Agreement with NDOR for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2016 Fiscal Year's Transportation Planning Program with Local Funds not to exceed \$99,403.25.

RESOLUTIONS:

#2015-150 - Consideration of Approving Redevelopment Plan for Husker Highway Redevelopment Area 17 located at the Southwest Corner of U.S. Highway 281 and Husker Highway (Chief Industries). This item relates to the aforementioned Public Hearing. Discussion was held regarding the Tax Increment Financing (TIF) funding for this property and revenue this developed area would bring into the City in the future. Comments were made concerning the development along Highway 281 to the interstate. Mentioned was that this property meets the requirements for a Blighted and Substandard designation and that Chief Industries was a local company. Reviewed were the definitions of substandard and blighted with relation to this 116 acres.

Motion by Nickerson, second by Donaldson to approve Resolution #2015-150. Upon roll call vote, all voted aye. Motion adopted.

#2015-151 - Consideration of FTE Amendment for the Wastewater Division of the Public Works Department. Public Works Director John Collins reported that with the current updates taking place at the Wastewater Division he was recommending the deletion of (1) FTE Maintenance Mechanic II and the addition of (1) FTE Laboratory Technician. Council complimented the Wastewater Division regarding the operations and changes made.

Motion by Donaldson, second by Haase to approve Resolution #2015-151. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Fitzke, second by Hehnke to approve the Claims for the period of May 27, 2015 through June 9, 2015, for a total amount of \$3,424,324.98. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 8:51 p.m.

RaNae Edwards  
City Clerk



# **City of Grand Island**

**Tuesday, June 23, 2015**

**Council Session**

## **Item G-3**

### **Approving Preliminary Plat for Starlite Subdivision**

**Staff Contact: Chad Nabity**

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** June 23, 2015

**Subject:** Starlite Subdivision - Preliminary Plat

**Item #'s:** G-3

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

## **Background**

This property is located south of State Street and north of 13<sup>th</sup> Street, in the City of Grand Island, in Hall County, Nebraska consisting of 69.346 acres (2 Lots).

## **Discussion**

The Preliminary plat for Starlite Subdivision was considered by the Regional Planning Commission at the June 10, 2015 meeting.

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

A roll call vote was taken and the motion passed with 9 members present and voting in favor (O'Neill, Ruge, Connick, Sears, Maurer, Huisman, Heckman, Haskins and Bredthauer) and no members abstaining.

## **Alternatives**

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

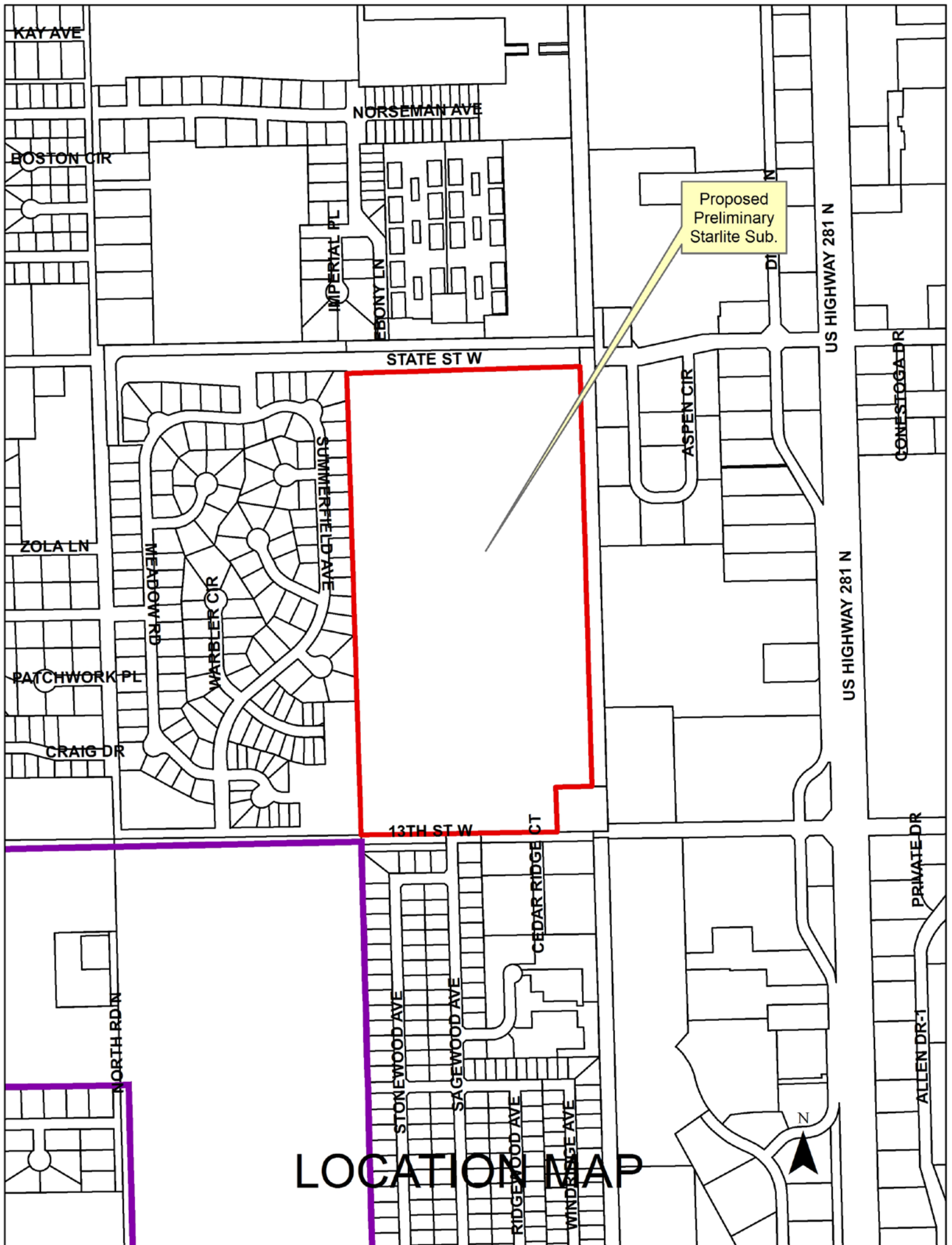
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

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

### **Sample Motion**

Move to approve as recommended.



**Rick Johnson**  
**Developer/Owners**

Rick Johnson  
PO Box 1664  
Grand Island NE 68802

To create 2 lots located south of State Street and north of 13<sup>th</sup> Street and determine the location of proposed street for future development in the City of Grand Island, in Hall County, Nebraska.

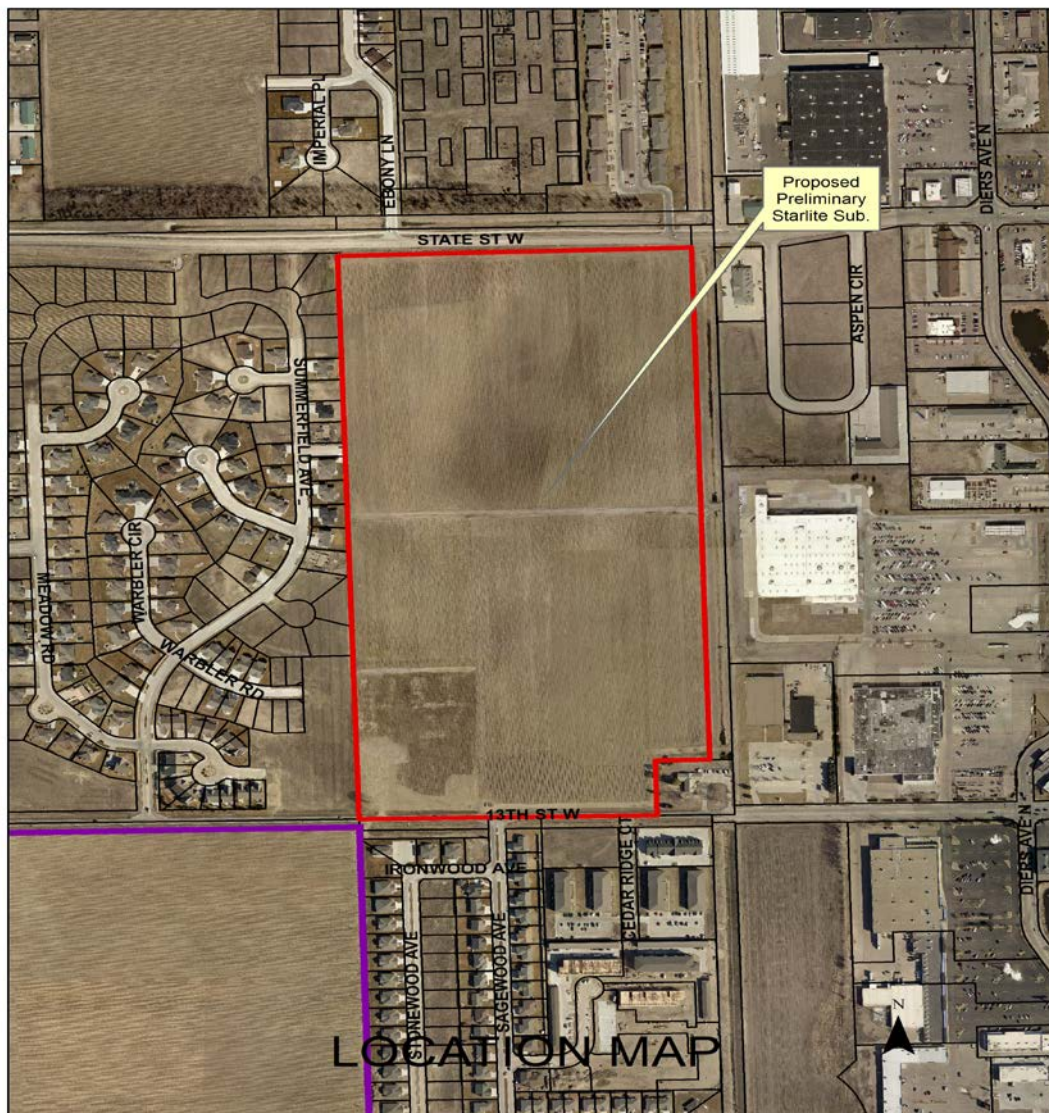
**Size:** 69.346 acres

**Zoning:** R4 – High Density Residential Zone

**Road Access:** City roads will be available

**Water Public:** City water is available

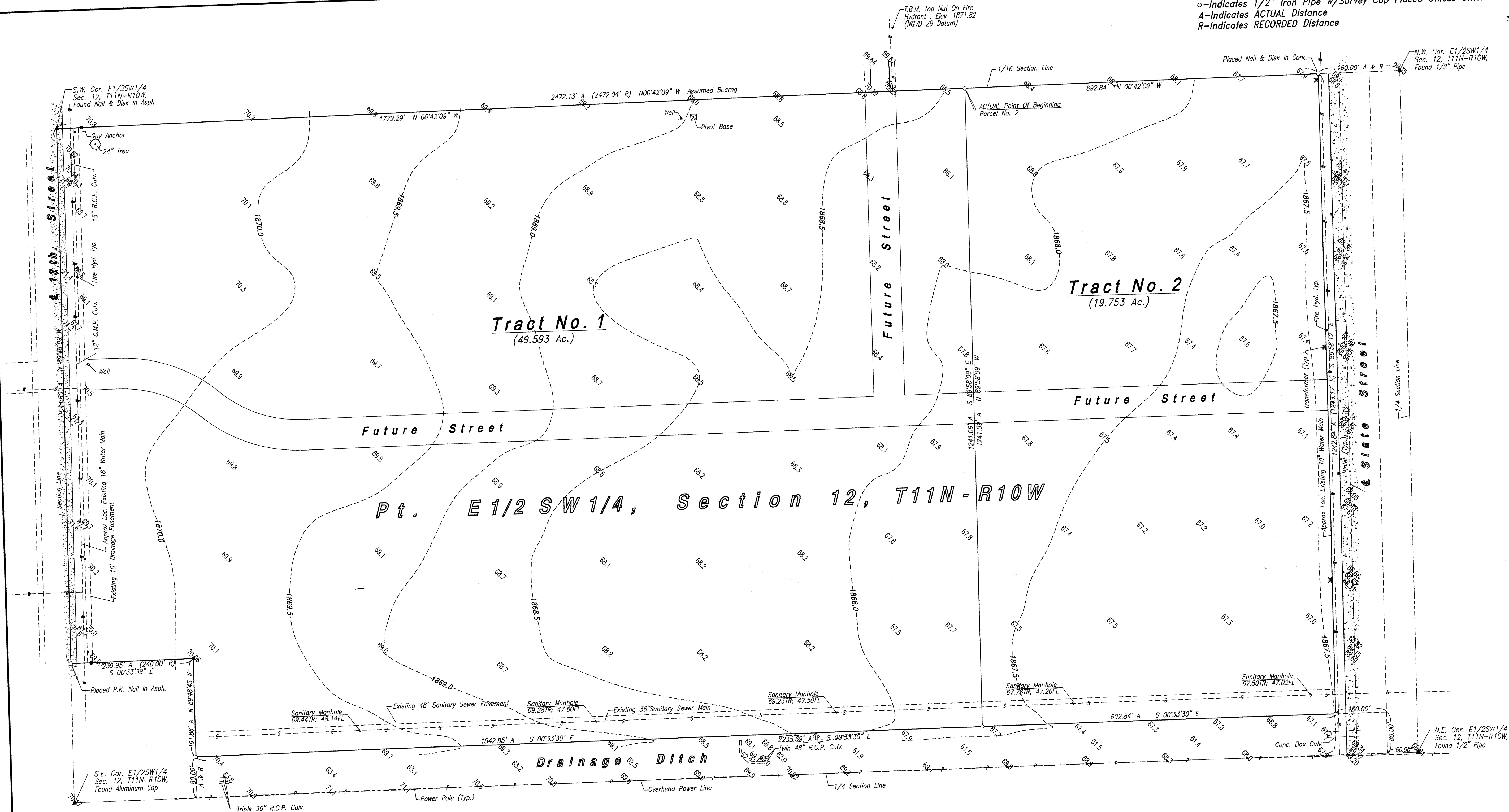
**Sewer Public:** City sewer is available.





LEGEND  
●-Indicates 1/2" Iron Pipe Found Unless Otherwise Noted  
○-Indicates 1/2" Iron Pipe w/Survey Cap Placed Unless Otherwise Noted  
A-Indicates ACTUAL Distance  
R-Indicates RECORDED Distance

Scale: 1" = 100'



**Surveyor's Certificate**  
I hereby certify that to the best of my knowledge and belief, the accompanying plat is from an accurate survey of the described property made under my supervision.

*Dyl D. Sorgentrei*  
Deryl D. Sorgentrei, Reg. Land Surveyor  
NEBRASKA REGISTERED LAND SURVEYOR  
15578  
DERYL D. SORGENTREI

Starlite Sub.

|                                                                                                                                                     |                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| <b>PRELIMINARY PLAT STARLITE SUB.</b><br>Part E1/2SW1/4, Section Twelve (12), T 11 N - R 10 W<br>In The City Of Grand Island, Hall County, Nebraska |                           |
| SUBMITTED BY:                                                                                                                                       | DRAWN BY: Deryl S.        |
| CHECKED BY: D.D.S                                                                                                                                   | SHEET No. 1 OF 1 DWG. No. |
| APPROVED BY:                                                                                                                                        | REVISIONS                 |
| DATE: May 11, 2015                                                                                                                                  |                           |
| PROJECT No.                                                                                                                                         |                           |

2810 NORTH WEBB ROAD, GRAND ISLAND, NEBRASKA 68802 P.O. BOX 549  
E-MAIL: surveyor@cccurse.net PHONE (308) 382-1472 FAX (308) 382-1423



# City of Grand Island

Tuesday, June 23, 2015

Council Session

## Item G-4

**#2015-152 - Approving Final Plat and Subdivision Agreement for Landell Subdivision**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** June 23, 2015

**Subject:** Landell Subdivision – Final Plat

**Item #'s:** G-4

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

## **Background**

This property is located north of Capital Avenue and west of Gunbarrel Road in the 2 mile extra territorial jurisdiction of the City of Grand Island, in Hall County, Nebraska consisting of (1 Lot) and 3.002 acres.

## **Discussion**

The plat for Landell Subdivision was considered by the Regional Planning Commission at the June 10, 2015 meeting.

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

A roll call vote was taken and the motion passed with 9 members present and voting in favor (O'Neill, Ruge, Connick, Sears, Maurer, Huisman, Heckman, Haskins and Bredthauer) and no members abstaining.

## **Alternatives**

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

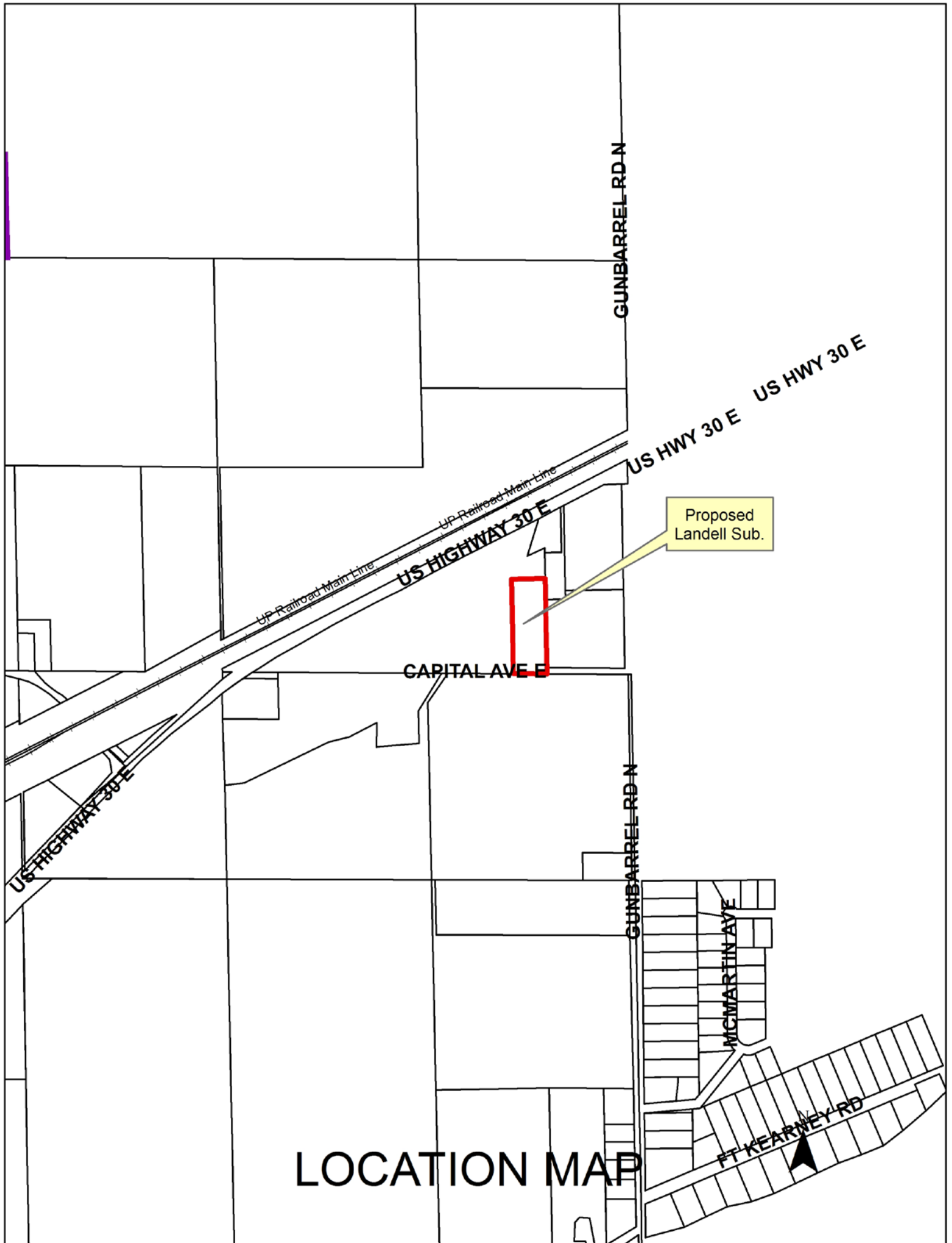
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

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

### **Sample Motion**

Move to approve as recommended.





**Richard Landell**  
**Developer/Owner**

Richard Landell  
12079 S McGuire Rd  
Shelton NE 68876

To create 1 lot located north of Capital Avenue and west of Gunbarrel Road, in the 2 mile extra territorial jurisdiction of the City of Grand Island, in Hall County, Nebraska.

**Size:** 3.002 acres

**Zoning:** M1 – Light Manufacturing

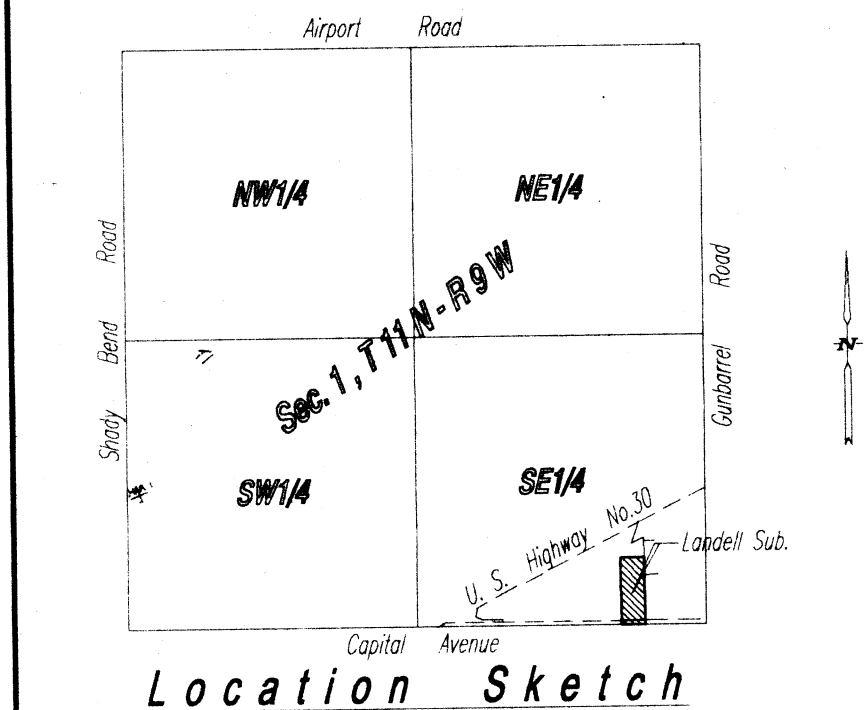
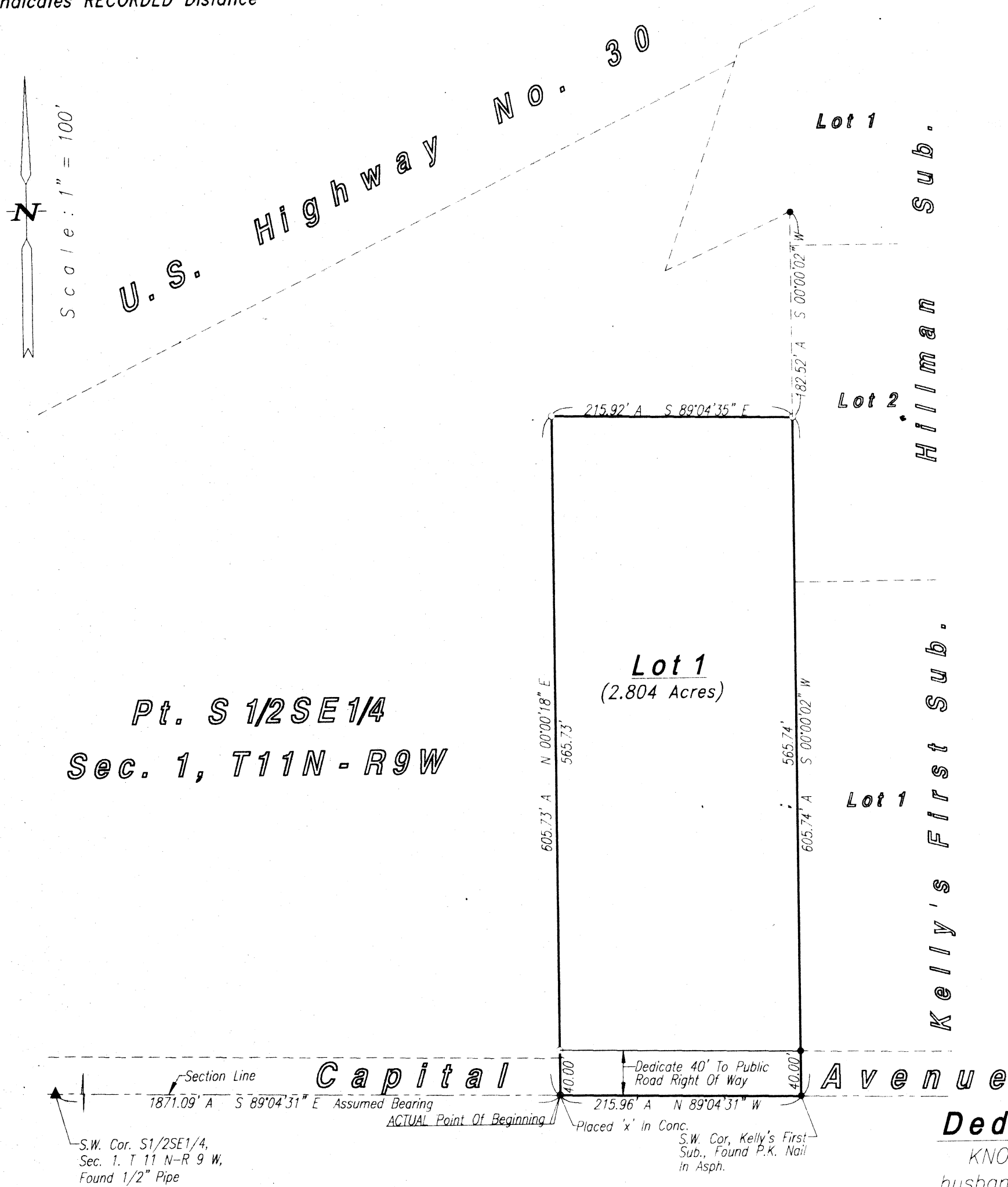
**Road Access:** City Roads

**Water Public:** City water is available.

**Sewer Public:** City sewer is not available.



**LEGEND**  
●-Indicates 1/2" Iron Pipe Found Unless Otherwise Noted  
○-Indicates 1/2" Iron Pipe w/Survey Cap Placed Unless Otherwise Noted  
A-Indicates ACTUAL Distance  
R-Indicates RECORDED Distance



### Legal Description

A tract of land comprising a part of the South Half of the Southeast Quarter (S1/2SE1/4), Section One (1), Township Eleven (11) North, Range Nine (9) West of the 6th. P.M., Hall County, Nebraska, more particularly described as follows:

Beginning at the southwest corner of said South Half of the Southeast Quarter (S1/2SE1/4); thence running easterly on the south line of said South Half of the Southeast Quarter (S1/2SE1/4), on an Assumed Bearing of S89°04'31"E, a distance of One Thousand Eight Hundred Seventy One and Nine Hundredths (1871.09) feet, to the ACTUAL Point of Beginning; thence running N00°00'18"E, a distance of Six Hundred Five and Seventy Three Hundredths (605.73) feet; thence running S89°04'35"E, a distance of Two Hundred Fifteen and Ninety Two Hundredths (215.92) feet, to a point on the west line of Lot Two (2), Hillman Subdivision; thence running S00°00'02"W, on the west line of Lot Two (2), Hillman Subdivision and the west line of Kelly's First Subdivision, a distance of Six Hundred Five and Seventy Four Hundredths (605.74) feet, to the southwest corner of Kelly's First Subdivision and to a point on the south line of said South Half of the Southeast Quarter (S1/2SE1/4); thence running N89°04'31"W, on the south line of said South Half of the Southeast Quarter (S1/2SE1/4), a distance of Two Hundred Fifteen and Ninety Six Hundredths (215.96) feet, to the ACTUAL Point of Beginning and containing 3.002 acres more or less.

### Dedication

KNOW ALL MEN BY THESE PRESENTS, that RICHARD LANDELL and KIM LANDELL, husband and wife, being the owners of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as 'LANDELL SUBDIVISION', Hall County, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the road right of way as shown thereon to the public for their use forever and the easements, if any, as shown thereon for the location, construction and maintenance of public service utilities forever, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements; and that the foregoing subdivision as more particularly described in the description hereon as appears on this plat is made with the free consent and in accordance with the desires of the undersigned owners and proprietors.

IN WITNESS WHEREOF, we have affixed our signatures hereto at Grand Island, Nebraska, this \_\_\_\_ day of \_\_\_\_, 2015.

### Surveyor's Certificate

I hereby certify that on April 30, 2015, I completed an accurate survey of 'LANDELL SUBDIVISION', Hall County, Nebraska, as shown on the accompanying plat thereof; that the lots, blocks, streets, avenues, alleys, parks, commons and other grounds as contained in said subdivision as shown on the accompanying plat thereof are well and accurately staked off and marked; that iron markers were placed at all lot corners; that the dimensions of each lot are as shown on the plat; that each lot bears its own number; and that said survey was made with reference to known and recorded monuments.

(Seal) Deryl D. Sorgenfrei, Reg. Land Surveyor No. 578

### Approvals

Submitted to and approved by the Regional Planning Commission of Hall County, Grand Island, Wood River and the Villages of Alda, Cairo and Doniphan, Nebraska.

Chairman

Date

Approved and accepted by the City of Grand Island, Nebraska, this \_\_\_\_ day of \_\_\_\_, 2015.

(Seal)

Mayor

City Clerk

Approved and accepted by the Hall County Board of Supervisors, this \_\_\_\_ day of \_\_\_\_, 2015.

(Seal)

Chairman Of The Board

County Clerk

**LANDELL SUBDIVISION**  
**HALL COUNTY, NEBRASKA**

Richard Landell

Kim Landell

### Acknowledgement

State Of Nebraska ss  
County Of Hall

On the \_\_\_\_ day of \_\_\_\_, 2015, before me a Notary Public within and for said County, personally appeared RICHARD LANDELL and KIM LANDELL, husband and wife, to me personally known to be the identical persons whose signatures are affixed hereto, and that he each did acknowledge the execution thereof to be his or her voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Grand Island, Nebraska, on the date last above written.

My commission expires \_\_\_\_.

Notary Public

(Seal)

RESOLUTION 2015-152

WHEREAS, Richard Landell and Kim Landell, husband and wife, being the said owners of the land described in the legal description hereon, have filed an application for approval of the final plat of Landell Subdivision, a tract of land comprising a part of the South Half of the Southeast Quarter (S1/2 SE1/4) Section One (1), Township Eleven (1) North Range Nine (9), West of the 6<sup>th</sup> P.M. in 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 LANDELL 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, June 23, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ☐ _____         |
| June 19, 2015       | ☐ City Attorney |





# City of Grand Island

Tuesday, June 23, 2015

Council Session

## Item G-5

**#2015-153 - Approving Acquisition of Utility Easement - 414 N. Eddy Street - A & V Enterprise, LLC**

*This item relates to the aforementioned Public Hearing item E-5.*

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2015-153

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

WHEREAS, a public hearing was held on June 23, 2015 for the purpose of discussing the proposed acquisition of a twenty foot wide easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

The southerly twenty (20.0) feet of the westerly twenty (20.0) feet of Lot Two (2), Block Sixteen (16), Rollins Addition to the City of Grand Island, Hall County, Nebraska.

The above-described easement and right-of-way containing 400 square feet, more or less, as shown on the plat dated 6/3/2015, marked Exhibit "A" attached hereto and incorporated herein by reference.

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

- - -

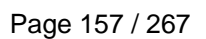
Adopted by the City Council of the City of Grand Island, Nebraska June 23, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ☐ _____         |
| June 19, 2015       | ☐ City Attorney |





# City of Grand Island

Tuesday, June 23, 2015

Council Session

## Item G-6

**#2015-154 - Approving Acquisition of Utility Easement - 1002 N. Webb Road - Raile Investments, Inc.**

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

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2015-154

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

WHEREAS, a public hearing was held on June 23, 2015 for the purpose of discussing the proposed acquisition of a twenty foot wide easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

The northerly twelve (12.0) feet of the westerly sixteen (16.0) feet of Lot Eleven (11), Meadowlark West Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.

The above-described easement and right-of-way containing a total of 192 square feet, more or less, as shown on the plat dated 5/28/2015, marked Exhibit "A", attached hereto and incorporated herein by reference,

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

- - -

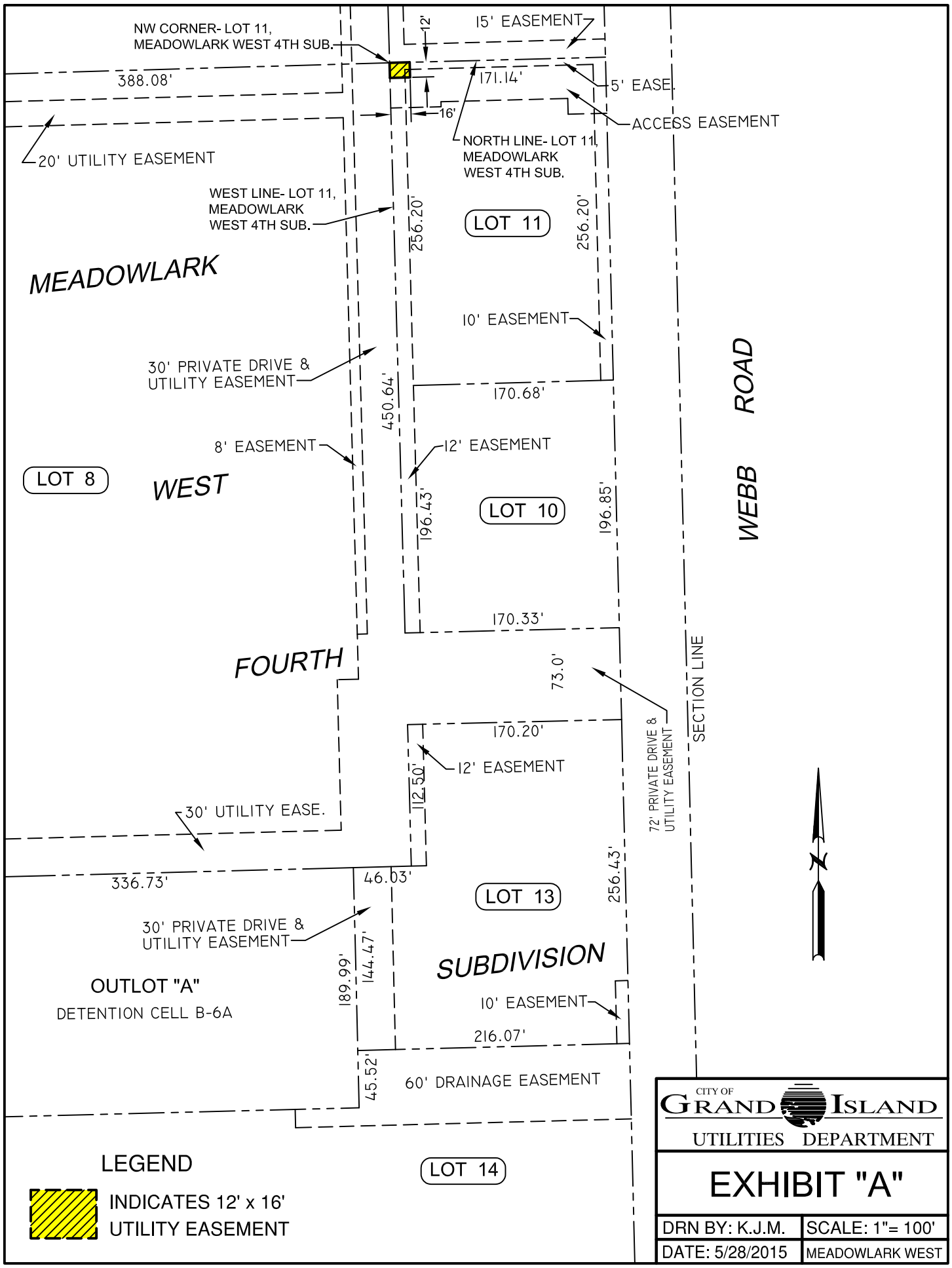
Adopted by the City Council of the City of Grand Island, Nebraska June 23, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ☐ _____         |
| June 19, 2015       | ☐ City Attorney |



|                                |                 |
|--------------------------------|-----------------|
| CITY OF<br><b>GRAND ISLAND</b> |                 |
| UTILITIES DEPARTMENT           |                 |
| <b>EXHIBIT "A"</b>             |                 |
| DRN BY: K.J.M.                 | SCALE: 1"= 100' |
| DATE: 5/28/2015                | MEADOWLARK WEST |



# City of Grand Island

Tuesday, June 23, 2015

Council Session

## Item G-7

### **#2015-155 - Approving Acquisition of Utility Easement - 3004 Garland Street - The Diamond Engineering Company**

*This item relates to the aforementioned Public Hearing item E-7.*

Staff Contact: Tim Luchsinger, Utilities Director

## RESOLUTION 2015-155

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

WHEREAS, a public hearing was held on June 23, 2015 for the purpose of discussing the proposed acquisition of a twenty foot wide easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

### TRACT 1

The centerline of a twenty (20.0) foot wide utility easement and right-a-way tract being more particularly described as follows: Commencing at the southwest corner of Lot Four (4), Aqualand Subdivision in the City of Grand Island, Hall County, Nebraska; thence southerly, along the easterly right-of-way line of the Union Pacific Rail Road River Industrial Lead, a distance of one hundred seventy and two hundredths (170.02) feet; thence easterly and one hundred seventy (170.0) feet southerly and parallel with the southerly line of said Lot Four (4) and its easterly extension, a distance of one thousand two hundred seventeen and four tenths (1,217.4) feet more or less, to a point of termination on the westerly right-of-way line of Blaine Street.

### TRACT 2

The westerly seven (7.0) feet of the northerly one hundred sixty (160.0) feet of Lot Eleven (11), Riverside Farm Subdivision, in the City of Grand Island, Hall County, Nebraska.

The above-described easement and right-of-way tracts containing a combined total of 0.58 acres, more or less, as shown on the plat dated 6/9/2015, marked Exhibit "A", attached hereto and incorporated herein by reference.

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

---

Adopted by the City Council of the City of Grand Island, Nebraska June 23, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

|                     |                          |               |
|---------------------|--------------------------|---------------|
| Approved as to Form | <input type="checkbox"/> | _____         |
| June 19, 2015       | <input type="checkbox"/> | City Attorney |



# U.P.R.R. RIVER INDUSTRIAL LEAD

AQUALAND

LOT 4

SUBDIVISION

SW CORNER-LOT 4,  
AQUALAND SUB.

SOUTH LINE-LOT 4,  
AQUALAND SUB.

NE CORNER-  
LOT 11, RIVERSIDE  
FARM SUB.

LOT 1

LOT 2

BLAINE ST.

PART OF THE  
WEST 1/2, SE 1/4  
SECTION 29-11-9

EAST LINE-  
RIVER INDUSTRIAL LEAD  
RAILROAD R.O.W.

POINT OF  
BEGINNING-  
TRACT 1

TRACT 1

TRACT 2

LOT 11

RIVERSIDE  
FARM SUB.

GARLAND ST.

EAST LINE-LOT 11,  
RIVERSIDE FARM SUB.

WEST R-O-W LINE  
BLAINE ST.

## LEGEND



INDICATES 20' WIDE  
UTILITY EASEMENT- TRACT 1



INDICATES 7' WIDE  
UTILITY EASEMENT- TRACT 2

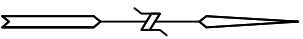


EXHIBIT "A"

CITY OF  
**GRAND ISLAND**  
UTILITIES DEPARTMENT

DRN BY: K.J.M. SCALE: 1" = 140'

DATE: 6/9/2015 FILE: RIVERSIDE



# City of Grand Island

Tuesday, June 23, 2015

Council Session

## Item G-8

**#2015-156 - Approving Acquisition of Utility Easement - 218 and 222 S. Plum Street - Burtle Heating & Air Conditioning, Inc.**

*This item relates to the aforementioned Public Hearing item E-8.*

Staff Contact: Tim Luchsinger, Utilities Director

## RESOLUTION 2015-156

WHEREAS, a public utility easement is required by the City of Grand Island from Burtle Heating & Air Conditioning, Inc., to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on June 23, 2015 for the purpose of discussing the proposed acquisition of a Ten (10.0) foot wide and a Three (3.0) foot wide utility easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

**Ten (10.0) foot wide Utility Easement:**

Beginning at the southwest corner of said Lot Two (2); thence running northerly on an Assumed Bearing of N00°05'10"W, a distance of Three (3.00) feet, to the ACTUAL Point of Beginning; thence continuing N00°05'10"W a distance of Seventy Five (75.00) feet to a point on the northwesterly line of said Lot One (1) and to the Point of Termination, said tract containing 0.017 Acres (749.84 sq. ft.) more or less.

**Three (3.0) foot wide Utility Easement:**

A tract of land comprising the southerly Three (3.00) feet of Lots One (1) and Two (2), Burtle Subdivision, in the City of Grand Island, Hall County, Nebraska, said tract containing 0.019 Acres (837.50 sq. ft.) , more or less.

The above-described easements and rights-of-way containing a combined total of .036 acres, more or less, as shown on the plat dated 6/9/2015, marked Exhibit "A" attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement on two tracts of land from Burtle Heating & Air Conditioning, Inc., on the above-described tracts.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska June 23, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

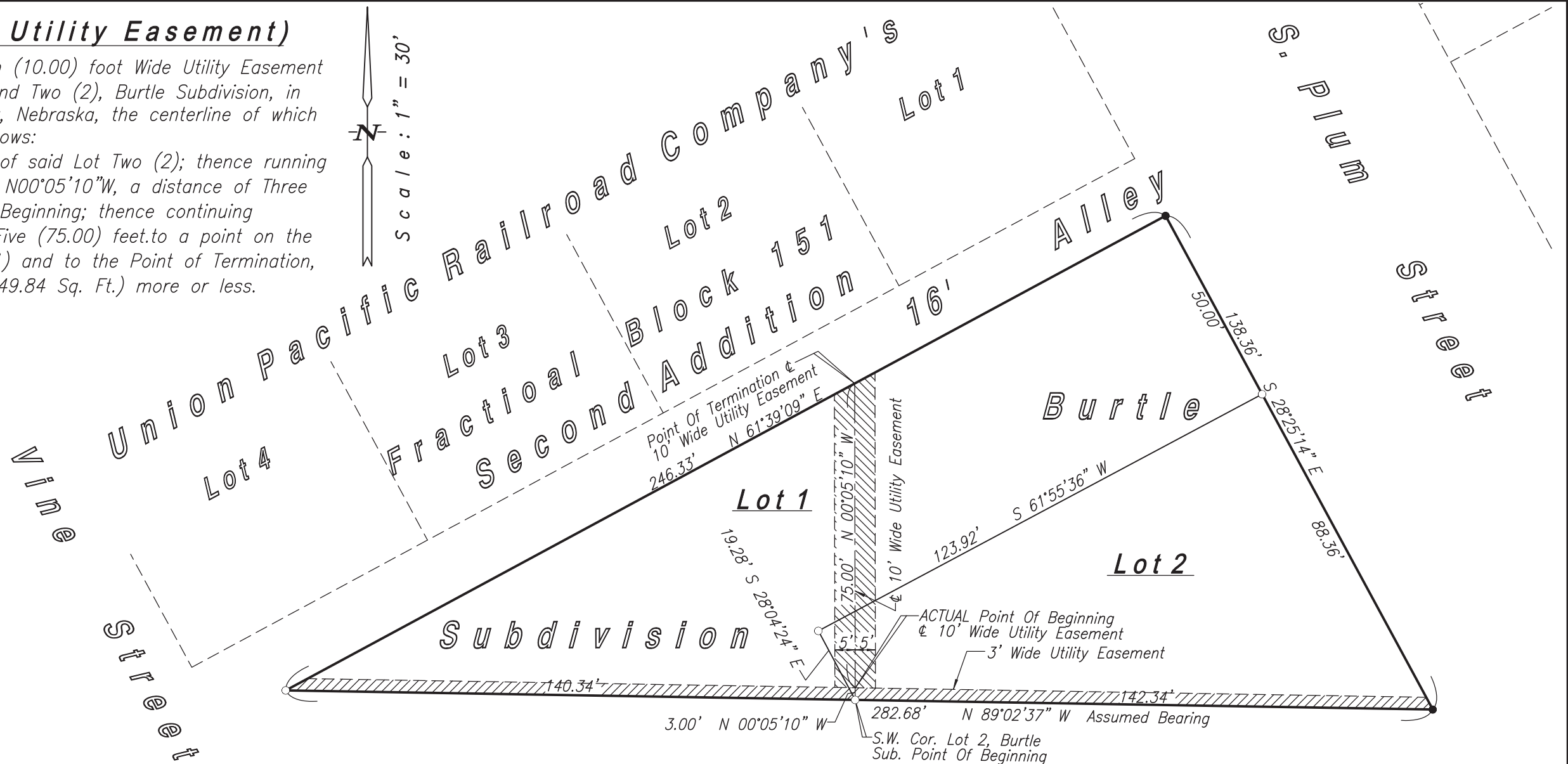
Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ☐ _____         |
| June 19, 2015       | ☐ City Attorney |

**Description (10' Wide Utility Easement)**

A tract of land consisting of a Ten (10.00) foot Wide Utility Easement located in a part of Lots One (1) and Two (2), Burtle Subdivision, in the City of Grand Island, Hall County, Nebraska, the centerline of which is more particularly described as follows:  
Beginning at the southwest corner of said Lot Two (2); thence running northerly on an Assumed Bearing of N00°05'10"W, a distance of Three (3.00) feet, to the ACTUAL Point of Beginning; thence continuing N00°05'10"W a distance of Seventy Five (75.00) feet to a point on the northwesterly line of said Lot One (1) and to the Point of Termination, said tract containing 0.017 Acres (749.84 Sq. Ft.) more or less.



**Description (3' Wide Utility Easement)**

A tract of land comprising the southerly Three (3.00) feet of Lots One (1) and Two (2), Burtle Subdivision, in the City of Grand Island, Hall County, Nebraska, said tract containing 0.019 Acres (837.50 Sq. Ft.) more or less.

—Indicates Easement To Be Dedicated

Date : June 9, 2015

Sheet No. 1 of 1

**Exhibit 'A'**

ROCKWELL ASSOC.

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



# City of Grand Island

Tuesday, June 23, 2015

Council Session

## Item G-9

**#2015-157 - Approving Change Order #4 (Contract Language Only) with AMEC for the Air Quality Control System**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

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

**Meeting Date:** June 23, 2015

**Subject:** Air Quality Control System at Platte Generating Station –  
Contract Language Change AMEC – Change Order #4

**Item #'s:** G-9

**Presenter(s):** Timothy Luchsinger, Utilities Director

## **Background**

On December 21, 2011, EPA released the Mercury and Air Toxics Standards (MATS), requiring the maximum achievable control technology for mercury and other hazardous pollutants from electric generating units, with a compliance date of March 2015, although an additional one year for compliance may be granted by individual states. The City of Grand Island hired Kiewit Engineering to study the best options available to meet the MATS requirements. Kiewit developed a specification for an Engineering Procurement Contract (EPC) and it was publicly bid.

On January 8, 2013, Council approved and the City of Grand Island entered in to an Engineering Procurement Contract with AMEC of Tucker, Georgia, to install a scrubber, baghouse, and mercury removal system at the Platte Generating Station for \$41,189,331.00. Replacing the switchgear cabinets and breakers, adding structural steel, and adding the water treatment system brought the total modified Contract to \$43,010,551.37.

## **Discussion**

During the commissioning of the Air Quality Control System details of the coal specified to do the test, and operational procedures used while conducting the test were not specific in the original Exhibits B & C of the contract. The contractor requested that these details be added to the Exhibits of the contract with a no cost change order.

To avoid having to purchase a special coal to run the performance test, the current coal that has been purchased with a lower Sulfur Dioxide content will be used to run the test. To use this coal, the calculations used to determine the amount of lime and water used to remove Sulfur Dioxide needed to be adjusted.

The lower amount of lime when the unit is operated at low loads has a potential for the lime particles to fall out of the solution, so a minimum flow rate for the lime slurry was recommend during low loads.

These changes were reviewed by Kiewit Engineering, and verified not to affect the operational guarantees of the original contract. The total for this change order is \$0.00 for a total contract to remain at \$43,010,551.37.

### **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 authorizing Change Order #4 to the Air Quality Control System at Platte Generating Station modifying Exhibits B and C for a no cost change to the contract.

### **Sample Motion**

Move to approve Change Order #4 with AMEC in the amount of \$0.00 for the Air Quality Control System at Platte Generating Station.

## ***Change Order #4***

June 11, 2015

**TO:** AMEC Kamtech, Inc.  
1979 Lakeside Parkway, Suite 400  
Tucker, GA 30084  
770-688-2500

**PROJECT:** AQCS-Equipment Purchase and Construction

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

- 1 Additional payment per the attached spreadsheet.

ADD:                     \$0.00                    

|                                                           |                        |
|-----------------------------------------------------------|------------------------|
| <b>The original Contract Sum</b>                          | <u>\$41,189,331.00</u> |
| <b>Previous Change Order Amounts</b>                      | <u>\$ 1,821,220.37</u> |
| <b>The Contract Sum is increased by this Change Order</b> | <u>\$ -</u>            |
| <b>The Contract Sum is decreased by this Change Order</b> | <u>\$</u>              |
| <b>The total modified Contract Sum to date</b>            | <u>\$43,010,551.37</u> |

Approval and acceptance of this Change Order acknowledges understanding and agreement that the cost and time adjustments included represent the complete values arising out of and/or incidental to the work described therein.

**APPROVED: CITY OF GRAND ISLAND**

By: \_\_\_\_\_

Date \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
Approved as to Form, City Attorney

**ACCEPTED: AMEC Kamtech, Inc.**

By: \_\_\_\_\_

Date \_\_\_\_\_



City of Grand Island  
Utilities Department  
General Work Contract - Change Order

June 11, 2015

### *Change Order #4*

**TO:** AMEC Kamtech, Inc.  
1979 Lakeside Parkway, Suite 400  
Tucker, GA 30084  
770-688-2500

**PROJECT: AQCS-Equipment Purchase and Construction**

**Contract: \$43,010,551.37**

| Change | Description                                                       | Amount |
|--------|-------------------------------------------------------------------|--------|
|        |                                                                   |        |
| 001    | Added details to Exhibit B & C to provide specific details of the | \$0.00 |
| 002    | coal for testing during commissioning of the AQCS and operational |        |
| 003    | procedures used.                                                  |        |
| 004    | Contractor requested addition - no additional cost to contract    |        |
| 005    |                                                                   |        |
| 006    |                                                                   |        |
| 007    |                                                                   |        |
| 008    |                                                                   |        |
| 009    |                                                                   |        |
| 010    |                                                                   |        |
| 011    |                                                                   |        |
| 012    |                                                                   |        |
| 013    |                                                                   |        |
| 014    |                                                                   |        |
| 015    |                                                                   |        |
|        | TOTAL CHANGE ORDER                                                | \$0.00 |

RESOLUTION 2015-157

WHEREAS, AMEC of Tucker, Georgia, was awarded the contract for Air Quality Control System (AQCS) at Platte Generating Station, at the January 8, 2013 City Council meeting; and

WHEAREAS, during the commissioning of the Air Quality Control System, details of the coal specified to do the test and operational procedures used while conducting the test were not specific in the original Exhibits B & C of the contract; and

WHEREAS, the contractor requested that these details be added to the Exhibits of the contract with a no cost change order; and

WHEREAS, these changes were reviewed by Kiewit Engineering, and verified not to affect the operational guarantees of the original contract, so the total change order is \$0.00 for a total contract to remain at \$43,010,551.37.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #4 with AMEC of Tucker, Georgia, resulting in no additional cost, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 23, 2015.

---

Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ▣ _____         |
| June 19, 2015       | ▣ City Attorney |



# City of Grand Island

Tuesday, June 23, 2015

Council Session

## Item G-10

**#2015-158 - Approving Quality Control Testing for the 2015  
Asphalt Resurfacing Project No. 2015-AC-1**

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

# **Council Agenda Memo**

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** June 23, 2015

**Subject:** Approving Quality Control Testing for the 2015 Asphalt Resurfacing Project No. 2015-AC-1

**Item #'s:** G-10

**Presenter(s):** John Collins PW, Public Works Director

## **Background**

On June 9, 2015, by Resolution No. 2015-146, City Council approved the bid award of the 2015 Asphalt Resurfacing Project No. 2015-AC-1 to J.I.L. Asphalt Paving Co. of Grand Island, Nebraska in the amount of \$955,730.76. This year's work involves asphalt resurfacing on the following City streets.

**Section #1.** 2<sup>nd</sup> Street; Clark Street to concrete west of Plum Street

**Section #2.** 1<sup>st</sup> Street; Sycamore Street to concrete west of Plum Street

**Section #3.** Eddy Street; 2<sup>nd</sup> Street to 3<sup>rd</sup> Street

**Section #4.** 4<sup>th</sup> Street; Broadwell Avenue to concrete west of Plum Street

**Section #5.** Sycamore Street; Division Street to 3<sup>rd</sup> Street

**Section #6.** Kimball Street; Division Street to 1<sup>st</sup> Street

**Section #7.** Cleburn Street; 1<sup>st</sup> Street to 2<sup>nd</sup> Street

**Section #8.** Seedling Mile Road; cul-de-sac to east City limits

## **Discussion**

In order to ensure the City is getting the best result on this annual project quality control testing is consistently performed. In the past quotes have been obtained from area firms that perform the necessary testing and up to this point those quotes have been below the \$20,000 council approval threshold. This year's quotes are shown below.

| <i><b>Firm</b></i>                                   | <i><b>Total Quote</b></i> |
|------------------------------------------------------|---------------------------|
| GSI Engineering of Grand Island, NE                  | \$27,438.00               |
| Alfred Benesh and Co. of Lincoln, NE                 | \$29,950.00               |
| Mid-State Engineering & Testing, Inc. of Kearney, NE | No longer perform testing |
| Olsson Associates of Grand Island, NE                | Declined                  |

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve awarding the 2015-AC-1 Asphalt Resurfacing Project Quality Control Testing to GSI Engineering of Grand Island, Nebraska in the amount of \$27,438.00.

## **Sample Motion**

Move to approve the award.

RESOLUTION 2015-158

WHEREAS, the City of Grand Island sought informal quotes from four (4) firms for Asphalt Resurfacing Project No. 2015-AC-1 Quality Control Testing; and

WHEREAS, two (2) firms responded by providing quotes and two (2) declined; and

WHEREAS, GSI Engineering of Grand Island, Nebraska submitted a quote in accordance with the terms of the bids and plans and specifications and all other statutory requirements contained therein, such quote being in the amount of \$27,438.00; and

WHEREAS, funds are available in the Fiscal Year 2014/2015 budget for such testing.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the quote of GSI Engineering of Grand Island, Nebraska in the amount of \$27,438.00 for Asphalt Resurfacing Project No. 2015-AC-1 Quality Control Testing is hereby approved as the lowest responsible quote.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 23, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ☐ _____         |
| June 19, 2015       | ☐ City Attorney |



# City of Grand Island

Tuesday, June 23, 2015

Council Session

## Item G-11

**#2015-159 - Approving Agreement Amendment No. 2 with Olsson Associates for Professional Services Related to the Extension of Sanitary Sewer System in Wildwood Subdivision (District No. 528) and from Wildwood Subdivision to Interstate 80 (District No. 530T)**

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

# **Council Agenda Memo**

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** June 23, 2015

**Subject:** Approving Agreement Amendment No. 1 with Olsson Associates for Professional Services Related to the Extension of Sanitary Sewer System in Wildwood Subdivision (District No. 528) and from Wildwood Subdivision to Interstate 80 (District No. 530T)

**Item #'s:** G-11

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

## **Background**

On August 14, 2012, by Resolution No. 2012-206, City Council approved an agreement in the amount of \$235,150.00 with Olsson Associates of Grand Island, Nebraska for engineering consulting services for the extension of Grand Island's public sanitary sewer system in Wildwood Subdivision (District No. 528) and from Wildwood Subdivision to Interstate 80 (District No. 530T).

On February 11, 2014, by Resolution No. 2014-24, City Council approved Agreement Amendment No. 1 in the amount of \$267,035.00 with Olsson Associates for engineering consulting services related the Sewer Improvement District (SID) on both the north and south side of Interstate 80.

The scope of this agreement entails coordination with the Nebraska Department of Environmental Quality (NDEQ) regarding the State Revolving Funds (SRF), easement acquisition, geotechnical investigation, sanitary sewer design, project permitting, bid phase services, construction observation, construction administration services, and project close-out for the sanitary sewer extension.

## **Discussion**

Several factors have delayed completion of the project; including inclement weather, problems with dewatering, unforeseen obstructions and subcontractor construction problems that have hindered the contractor's ability to reach the contract deadline.



On February 10, 2015, by Resolution No. 2015-38, City Council approved a contract completion extension for Van Kirk Brothers Contracting from June 15, 2015 to July 27, 2015 for Sanitary Sewer District No. 528. Completion of Sanitary Sewer District No. 530T was extended from March 15, 2015 to April 24, 2015 with this same council action.

On June 9, 2015, by Resolution No. 2015-145, City Council approved an additional contract completion extension for Sanitary Sewer District No. 530T from April 24, 2015 to June 10, 2015.

The contract completion extensions on both sanitary sewer districts have resulted in additional work for Olsson Associates, thus resulting in Amendment No. 2 to the original agreement, in the amount of \$40,000.00 for a revised agreement amount of \$542,185.00.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve Agreement Amendment No. 2 with Olsson Associates of Grand Island, Nebraska and pass a Resolution authorizing the Mayor to sign the agreement, for a total amount of \$40,000.00.

### **Sample Motion**

Move to approve the resolution.

**LETTER AGREEMENT  
AMENDMENT #2**

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated August 17, 2012 between the City of Grand Island ("Client") and Olsson Associates, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

**PROJECT DESCRIPTION AND LOCATION**

Project is located at: Highway 281 and Interstate I-80, Grand Island, NE

Project Description: Additional construction phase services for sanitary sewer project.

**SCOPE OF SERVICES**

For services covered by this Contract Amendment No. 2, the Client agrees to pay Olsson as follows:

- A. Fees for Basic Services and Reimbursable Expenses for additional conceptual layout services shall be on a **time & material not-to-exceed** basis as follows:
1. The compensation shall be for additional costs incurred due to the extended schedule allowed for Van Kirk Brothers Contracting to finish the Sanitary Sewer Improvements – 2013 District 530T & District 528.
  2. Completion date for District 528 extended approximately 30 working days which added approximately \$15,000 to Olsson's construction phase services fees.
  3. Completion date for District 530T extended approximately 65 working days which added approximately \$25,000 to Olsson's construction phase services fees.

**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 Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses in accordance with the original Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time and expense basis not to exceed **Forty Thousand Dollars (\$40,000.00)**.

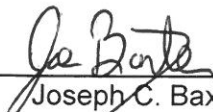
**TERMS AND CONDITIONS OF SERVICE**

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**

By   
Joseph C. Baxter, Practice Leader

By   
David Ziska, Senior Engineer

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 "Client"**

By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

By \_\_\_\_\_

Title \_\_\_\_\_

F:\projects\012-1867\Documents\Contracts\CNSVAmendment061515.doc

RESOLUTION 2015-159

WHEREAS, on August 14, 2012, by Resolution No. 2012-206 Grand Island City Council approved engineering consulting services with Olsson Associates of Grand Island, Nebraska for the extension of Grand Island's public sanitary sewer system in Wildwood Subdivision (District No. 528) and from Wildwood Subdivision to Interstate 80 (District No. 530T) in the amount of \$235,150.00; and

WHEREAS, on February 11, 2014, by Resolution No. 2014-24 Grand Island City Council approved Agreement Amendment No. 1 in the amount of \$267,035.00, to the original agreement with Olsson Associates to include further coordination with NDEQ for the SRF funding, as well as easement acquisition, geotechnical investigation, demolition of two existing private wastewater package plants and lift stations, design of two City of Grand Island standard lift stations, sanitary sewer force main design, project permitting, bid phase services, construction administration services, construction observation, and project closeout for the SID force main portion of the sanitary sewer extension to Interstate 80; and

WHEREAS, it is necessary to compensate Olsson Associates for their work in connection with the contract completion extensions on both Sanitary Sewer District No. 528 and Sanitary Sewer District No. 530T; and

WHEREAS, the cost of such additional work is \$40,000.00, resulting in a revised agreement of \$542,185.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Agreement Amendment No. 2 between the City of Grand Island and Olsson Associates of Grand Island, Nebraska for engineering consulting services for the extension of Grand Island's public sanitary sewer system in Wildwood Subdivision (District No. 528) and from Wildwood Subdivision to Interstate 80 (District No. 530T) is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 23, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ☐ _____         |
| June 19, 2015       | ☐ City Attorney |



# City of Grand Island

Tuesday, June 23, 2015

Council Session

## Item G-12

**#2015-160 - Approving Change Order No. 3 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:** June 23, 2015

**Subject:** Approving Change Order No. 3 for North Interceptor Phase II;  
Project No. 2013-S-4

**Item #'s:** G-12

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

## **Background**

Public Works Staff in conjunction with the design engineer, Black & Veatch of Kansas City, Missouri have 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 Wastewater Treatment Plant.

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

- Phase I - Wastewater Treatment Plant to 7<sup>th</sup> Street / Skypark Road (nearing final closeout)
- Phase II (Part A) - 7<sup>th</sup> 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 reached substantial completion on April 15, 2015. Phase II (Part A) is underway, and a large portion of Phase II (Part C) has been completed. The lift station abandonments (Bid Sections D, E, G, H and I) will follow the completion of Phase II.

On September 9, 2014, Resolution No. 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 No. 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.

On March 23, 2015, by Resolution No. 2015-74, City Council approved Change Order No. 2 which changed the methodology of the trenchless crossing from micro tunneling to a direct jacked tunnel using a tunnel boring machine, resulting in a decreased unit price. Two (2) locations were suggested for this change; Broadwell Avenue at Capital Avenue and Webb Road/Northwest Crossings property at Capital Avenue. An overall contract deduction of \$210,003.48 was achieved, resulting in a revised contract amount of \$21,269,534.02.

### **Discussion**

Public Works Administration is requesting Change Order No. 3 for North Interceptor Phase II; Project No. 2013-S-4. First, Part 1 of Change Order No. 3 allows for compensation due to unknown and unplanned restraint at the existing 18" waterline that crosses Capital Avenue just east of Webb Road. Next, Part 2 of Change Order No. 3 would approve additional storm sewer work near St. Paul Road as needed to fill in a portion of the utility ditch and provide access to the new manhole. Finally, Part 3 of Change Order No. 3 finalizes the As-Built quantities for Phase II (Part B).

Even with this change, we are still \$153,462.60 below the original contract amount. Parts 1,2, and 3 of this change order result in a an increase of \$56,540.88, which results in an adjusted contract amount of \$21,326,074.90.

### **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. 3 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**

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

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**CHANGE ORDER NO. 3**

Change Order No. 3 covers items CO3-1 through CO3-4. This change order covers the costs for restraining an existing 18" water main in Capital Avenue (Bid Section B), additional storm sewer work near St. Paul Avenue (Bid Section A), and rectifies the final installed quantities for Bid Section B.

Item CO3-1. Restrain Existing 18" Waterline in Capital Avenue (Bid Section B)

Initiated by: Contractor

While exposing an existing 18" watermain at STA 256+40 in Bid Section B, SJ Louis found it to be lower and closer to Capital Avenue than originally shown on the plans. This resulted in the 45 degree bend, which was unrestrained, being exposed by the sanitary sewer trench. After contacting the City Utility Department, it was decided that no more excavation could occur until the line was properly restrained. This change covers the time and materials cost for restraining this existing waterline. Attachment 1 includes a detailed breakdown of these costs.

Item CO3-2. Additional Storm Sewer Work Near St. Paul Road (Bid Section A)

Initiated by: Owner

This change involves installing approximately 350 feet of new 84-inch diameter CMP storm sewer in the drainage ditch west of St. Paul Road, and filling the drainage ditch with fill material. The storm sewer work also includes an area inlet, a concrete collar to connect to the existing 84-inch sewer on the east end, and a new concrete head wall on the west end. This change was made to provide the City access to the new sanitary sewer manhole MH-14A.

Attachment 2 includes a figure of these changes and a cost breakdown.



Item CO3-3. Adjust MH Quantities to Accommodate Storm Sewer Work Near St. Paul Road (Bid Section A)

Initiated by: Owner

Item CO3-2 also involves changing manhole MH-14A from a cast-in-place concrete manhole to a 72-inch diameter fiberglass manhole. Table CO3-1 indicates these quantity changes to the Bid Section A Bid Form utilizing a strikethrough for deletion of the original quantity followed by the new quantity in bold font.

| TABLE CO3-1<br>MODIFICATIONS TO UNIT PRICE SCHEDULE FOR BID SECTION A |                                                                                              |                                  |      |           |            |
|-----------------------------------------------------------------------|----------------------------------------------------------------------------------------------|----------------------------------|------|-----------|------------|
|                                                                       | Item Description                                                                             | Quantity                         | Unit | Unit Cost | Total Cost |
| <b>4</b>                                                              | <b>Manholes and Structures</b>                                                               |                                  |      |           |            |
| 4.4                                                                   | 72-Inch Diameter Outside Drop Manhole (Sanitary Sewer, FRP)                                  | <del>1</del><br><b>2</b>         | Each |           |            |
| 4.10                                                                  | Additional Depth, 72-Inch Diameter Standard Manhole (Sanitary Sewer, FRP); Standard and Drop | <del>41.71</del><br><b>47.52</b> | Each |           |            |
| 4.25                                                                  | Cast-in-Place Concrete Manholes                                                              | <del>5</del><br><b>4</b>         | Each |           |            |

Table CO3-2 includes the cost differentials associated with these quantity changes.

| TABLE CO3-2<br>COST DIFFERENTIALS FOR CHANGES TO BID SECTION A BID FORM |                                                                                     |              |              |      |             |                |                        |                     |
|-------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------|--------------|------|-------------|----------------|------------------------|---------------------|
|                                                                         | Item Description - BID SECTION A                                                    | Bid Quantity | New Quantity | Unit | Unit Cost   | Total Bid Cost | Total Constructed Cost | Differential        |
| <b>4</b>                                                                | <b>Manholes and Structures</b>                                                      |              |              |      |             |                |                        |                     |
| 4.4                                                                     | 72-Inch Diameter Outside Drop Manhole (Sanitary Sewer, FRP)                         | 1            | 2            | Each | \$19,000.00 | \$19,000.00    | \$38,000.00            | \$19,000.00         |
| 4.10                                                                    | Additional Depth, 72-Inch Diameter Manhole (Sanitary Sewer, FRP); Standard and Drop | 41.71        | 47.52        | VF   | \$950.00    | \$39,624.50    | \$45,144.00            | \$5,519.50          |
| 4.25                                                                    | Cast in Place Concrete Manholes                                                     | 5            | 4            | Each | \$80,000.00 | \$400,000.00   | \$320,000.00           | -\$80,000.00        |
| <b>Total Differential for New Quantities on Bid Section A</b>           |                                                                                     |              |              |      |             |                |                        | <b>-\$55,480.50</b> |

Item CO3-4. Finalize As-Built Quantities in Bid Section B

Initiated by: Not Applicable – Agreed upon installed quantities between Owner, Engineer, and Contractor

This change involves modifying the bid form for ‘as constructed’ quantities as calculated at Bid Section B completion and in accordance with what will be submitted on the final pay application. This change also extends the dates for both substantial and final completion of Bid Section B to April 15, 2015.

Table CO3-3 indicates these changes utilizing a strikethrough for deletion of the original quantity followed by the installed quantity in bold font. Only changed quantities are given in Table CO3-3. Table CO3-4 located in Attachment 3 to this change order includes the cost differentials associated with these quantity changes.

| TABLE CO3-3                                            |                                                          |                         |      |           |            |
|--------------------------------------------------------|----------------------------------------------------------|-------------------------|------|-----------|------------|
| MODIFICATIONS TO UNIT PRICE SCHEDULE FOR BID SECTION B |                                                          |                         |      |           |            |
|                                                        | Item Description                                         | Quantity                | Unit | Unit Cost | Total Cost |
| <b>2</b>                                               | <b>Sanitary Sewer Pipe</b>                               |                         |      |           |            |
| 2.3                                                    | 6-inch Sanitary Sewer                                    | <del>40</del><br>0      | LF   |           |            |
| 2.3_CO1                                                | 6-inch Sanitary Sewer Native Bedding                     | <del>6</del><br>57      | LF   |           |            |
| 2.6                                                    | 12-inch Sanitary Sewer                                   | <del>60</del><br>0      | LF   |           |            |
| 2.6_CO1                                                | 12-inch Sanitary Sewer Native Bedding                    | <del>0</del><br>60      | LF   |           |            |
| 2.7                                                    | 15-inch Sanitary Sewer                                   | <del>20</del><br>0      | LF   |           |            |
| 2.7_CO1                                                | 15-inch Sanitary Sewer Native Bedding                    | <del>0</del><br>20      | LF   |           |            |
| 2.8                                                    | 18-inch Sanitary Sewer                                   | <del>20</del><br>0      | LF   |           |            |
| 2.8_CO1                                                | 18-inch Sanitary Sewer Native Bedding                    | <del>0</del><br>20      | LF   |           |            |
| 2.9                                                    | 21-inch Sanitary Sewer                                   | <del>20</del><br>0      | LF   |           |            |
| 2.9_CO1                                                | 21-inch Sanitary Sewer Native Bedding                    | <del>0</del><br>20      | LF   |           |            |
| 2.15                                                   | 48-inch Sanitary Sewer                                   | <del>5000</del><br>2974 | LF   |           |            |
| 2.15_CO1                                               | 48-inch Sanitary Sewer Native Bedding                    | <del>0</del><br>2106    | LF   |           |            |
| <b>3</b>                                               | <b>Storm Sewer Pipe and Open Drainage Channels</b>       |                         |      |           |            |
| 3.2                                                    | Remove 15-inch Reinforced Concrete Storm Sewer           | <del>30</del><br>28     | LF   |           |            |
| 3.8                                                    | Remove 48-inch Reinforced Concrete Storm Sewer           | <del>30</del><br>0      | LF   |           |            |
| 3.11                                                   | 15-Inch Reinforced Concrete Storm Sewer                  | <del>30</del><br>0      | LF   |           |            |
| 3.11_CO1                                               | 15-Inch Reinforced Concrete Storm Sewer Native Bedding   | <del>0</del><br>28      | LF   |           |            |
| 3.17                                                   | 48-Inch Reinforced Concrete Storm Sewer                  | <del>30</del><br>0      | LF   |           |            |
| <b>4</b>                                               | <b>Manholes and Structures</b>                           |                         |      |           |            |
| 4.2                                                    | 92-Inch Diameter Standard Manhole (Sanitary Sewer, FRP)  | <del>3</del><br>2       | Each |           |            |
| <b>6</b>                                               | <b>Roadway, Concrete Drive and Sidewalk Construction</b> |                         |      |           |            |
| 6.6                                                    | Remove 8-Inch Asphalt Pavement                           | <del>164</del><br>255   | SY   |           |            |
| 6.8                                                    | Place 4-Inch Concrete Sidewalk                           | <del>19</del><br>0      | SY   |           |            |
| 6.11                                                   | Place 6-Inch Concrete Pavement                           | <del>647</del><br>0     | SY   |           |            |
| 6.13                                                   | Place 6-Inch Asphalt Pavement                            | <del>5</del><br>255     | SY   |           |            |
| 6.14                                                   | Place 8-Inch Asphalt Pavement                            | <del>164</del><br>0     | SY   |           |            |
| <b>7</b>                                               | <b>Property Rehabilitation and Landscape</b>             |                         |      |           |            |
| 7.3                                                    | Lawn Sod Application                                     | <del>0.18</del><br>0    | Acre |           |            |
| 7.4                                                    | Lawn Seed and Mulch Application                          | <del>11.2</del><br>0.18 | Acre |           |            |

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

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

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**SUMMARY**

**CHANGE ORDER NO. 3**

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<br>In Contract<br>Price<br>(+/-) |
|-----------------------------------|-----------------------------------------------------------------------|----------------------------------------------------|
| <u>Item</u>                       | <u>Description</u>                                                    |                                                    |
| CO3-1                             | Restrain Existing 18" Waterline in Capital Avenue                     | +\$9,935.88                                        |
| CO3-2                             | Additional Storm Sewer Work Near St. Paul Road                        | +\$219,800.00                                      |
| CO3-3                             | Adjust MH Quantities to Accommodate Storm Sewer Work<br>Near St. Paul | -\$55,480.50                                       |
| CO3-4                             | Finalize As-Built Quantities in Bid Section B                         | -\$117,714.50                                      |
| NET CHANGE IN CONTRACT PRICE      |                                                                       | +\$56,540.88                                       |
| BID AMOUNT OF ORIGINAL CONTRACT   |                                                                       | \$21,479,537.50                                    |
| PREVIOUS CHANGE ORDER ADJUSTMENTS |                                                                       | <u>-\$210,003.48</u>                               |
| CURRENT CONTRACT AMOUNT           |                                                                       | \$21,269,534.02                                    |
| CHANGE ORDER NO. 3                |                                                                       | +\$56,540.88                                       |
| ADJUSTED CONTRACT AMOUNT          |                                                                       | \$21,326,074.90                                    |

6/12/2015

CO3-4

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       |
| CO3-1 | No additional time given for Contract                                                      |                     |
| CO3-2 | No additional time given for Contract                                                      |                     |
| CO3-3 | No additional time given for Contract                                                      |                     |
| CO3-4 | Contract Time Extension for Substantial Completion for Bid Section B, Calendar Days (Date) | 45 (April 15, 2015) |
| CO3-4 | Contract Time Extension for Final Completion for Bid Section B, Calendar Days (Date)       | 15 (April 15, 2015) |

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.3. 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: \_\_\_\_\_

Date: \_\_\_\_\_

Approved:  
S.J. Louis Construction, Inc.

By: \_\_\_\_\_

Date: \_\_\_\_\_

|                           |
|---------------------------|
| Approved as to Form _____ |
| June , 2015 City Attorney |

6/12/2015

CO3-5

## RESOLUTION 2015-160

WHEREAS, On September 9, 2014, by Resolution No. 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 No. 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, on March 24, 2015, by Resolution No. 2015-74, City Council approved Change Order No. 2, which changed the methodology of the trenchless crossing from micro tunneling to a direct jacked tunnel using a tunnel boring machine at both Broadwell Avenue/Capital Avenue and Webb Road/Northwest Crossings property at Capital Avenue and resulted in a deduction of \$210,003.48, for a revised contract amount of \$21,269,534.02; and

WHEREAS, Change Order No. 3 allows for payment in order to restrain the existing 18" waterline as part of Phase II (Section B), additional storm sewer and utility ditch work near St. Paul Road, and finalization of As-Built quantities in Phase II (Section B).

WHEREAS, an overall net change of the contract amount will be an increase of \$56,540.88, which results in an adjusted contract amount of \$21,326,074.90.

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. 3 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. 3, 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, June 23, 2015.

---

Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk

|                     |                          |               |
|---------------------|--------------------------|---------------|
| Approved as to Form | <input type="checkbox"/> | _____         |
| September 10, 2013  | <input type="checkbox"/> | City Attorney |



# **City of Grand Island**

**Tuesday, June 23, 2015**

**Council Session**

## **Item G-13**

**#2015-161 - Approving Interlocal Cooperation Agreement for the City/County Geographic Information System**

**Staff Contact: Robert Sivick**

# **Council Agenda Memo**

**From:** Robert J. Sivick, City Attorney

**Meeting:** June 23, 2015

**Subject:** Consideration of Approving Interlocal Cooperation Agreement for City/County GIS System

**Item #'s:** G-13

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

## **Background**

On December 16, 1996 the Grand Island City Council approved Resolution 1996-349 which made the City of Grand Island a party to an Interlocal Cooperation Agreement with Hall County for a joint City/County Geographic Information System (GIS). This City/County partnership has been successful.

## **Discussion**

The Resolution before you for consideration this evening extends the term of the aforementioned Interlocal Agreement for an additional ten (10) years. The terms of the Agreement remain largely the same with the City and County equally sharing the cost of the GIS and allowing either party to terminate the Agreement by providing ninety (90) days written notice.

## **Alternatives**

It appears 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 City Administration recommends approval of Resolution 2015-161.

## **Sample Motion**

Move to approve.



**INTERLOCAL COOPERATIVE AGREEMENT  
FOR THE CITY/COUNTY GEOGRAPHIC INFORMATION SYSTEM**

**BY AND BETWEEN  
THE COUNTY OF HALL, NEBRASKA  
AND THE CITY OF GRAND ISLAND, NEBRASKA**

THIS AGREEMENT is made and entered into, by and between the County of Hall, Nebraska, a body politic and corporate and a political subdivision of the State of Nebraska, hereinafter referred to as the "County," and the City of Grand Island, Nebraska, a municipal corporation within the State of Nebraska, hereinafter referred to as the "City."

WITNESSTH:

WHEREAS, the Interlocal Cooperation Act, NEB.REV.STAT. §13-801, *et seq.*, provides that units of local government of the State of Nebraska may enter into agreements for the joint and cooperative exercise of powers, privileges, or authority capable of being exercised by either agency; and

WHEREAS, the parties hereto entered into an Interlocal Cooperation Agreement for City/County Geographic Information System, December 10, 1996 for a period of 10 years; and

WHEREAS, said Interlocal Cooperation Agreement for City/County Geographic Information System, dated December 10, 1996 had an Addendum Agreement made December 18, 2001; and

WHEREAS, the parties desire to provide for the continued update, on a periodic basis, of GIS database through aerial photography, aerial mapping, and other means; and

WHEREAS, by this Interlocal Cooperation Agreement the parties desire to avail themselves to and take advantage of the benefits of economies of scale and eliminate duplication of effort that may be realized by joint or cooperative purchases of services necessary to update the GIS databases.

NOW, THEREFORE, in consideration of these facts, the parties hereby agree as follows:

A. The purpose of this agreement shall be as follows:

1. To develop and maintain a Geographic Information System which can be utilized by the County and City for a relational database containing current and historic data related to land. This information will include but not be limited to the following:
  - a. Current and historic ownership of individual land parcels;
  - b. Current and historical assessment data on individual parcels;
  - c. Secondary data used in assessment calculations.

2. To consolidate files containing parcel lines from the rural regions of Hall County and eliminate the duplicated bounding lines. Each parcel will be linked to the relational database and provide for spatial queries based on parcel data contained in the database and unique polygons representing each parcel.
  3. To create a digital base map for all of Hall County, including the City of Grand Island covering an area of approximately 160 quarter sections. Input and dimensions shall be based on platted dimensions and correlated to existing and available ground control. The base map shall be accessible in Nebraska State Plane Coordinates-NAD-83. Each parcel will be linked to the relational database and provide for spatial queries based on parcel data contained in the database and unique polygons representing each parcel. Said base map shall include a) right-of-way lines, b) lot lines, c) easements, d) lot numbers, e) Subdivision names, f) street names, and g) such other information as agreed to by the G.I.S. Committee.
  4. To create a digital address map for all of Hall County, including the City of Grand Island. This map will include links back to a relational database for future use in tracking address based data.
  5. To populate the G.I.S. database with current ownership of parcels and current assessed value of parcels.
  6. To establish procedures for update by county and city personnel of all data, graphical or tabular.
- B. Implementation. The aforementioned goals will be attained through a joint G.I.S. Committee which is hereby authorized to perform the following on the behalf of the City and the County:
1. The G.I.S. Committee shall consist of the following officials or their designated representatives: City Public Works Director, City Utilities GIS Coordinator, City IT GIS Coordinator, City Public Works GIS Coordinator, City/County Planning Director, County Surveyor, County GIS Technician, County Assessor, and County Supervisor Representative.
  2. Joint and Cooperative Purchases Authorized. The parties shall cooperate in joint and cooperative purchases of services necessary to update the GIS database through aerial photography, aerial mapping, and other means. Such joint or cooperative purchases may be made by the City and County or by the City and any one or more of the participating County Officials.
  3. Manage the G.I.S. system.
- C. Manner of Financing. The project costs shall be equally divided between the City and the County. Each party shall adopt and maintain appropriations as required by law to fund its obligations under this Agreement. There shall be no joint budget established for this cooperative undertaking.

- D. Update and Exchange of Data. The parties shall continually update the database and make this information accessible to the County and the City.
- E. Term. The term of this agreement shall commence upon approval and execution by the City and the County, and shall continue for ten (10) years. This agreement may be terminated at any time upon 90 day written notice by either the City or the County. Prior to the expiration of the term of this agreement the G.I.S. Committee shall make recommendations to the City and County concerning continuation of the shared G.I.S. database.
- F. Property. The G.I.S. database established pursuant to this agreement shall be the property of the County and maintained by County as public records. All other property, real or personal, shall be owned by the party acquiring the same and may be disposed of as provided by law.
- G. Organization. There shall be no joint or separate legal entity created by this agreement.
- H. Procurement. Any party hereto may be the lead party for procurement of services or personal property required for updates to the GIS database. The lead party shall follow the procurement or purchasing laws, ordinances, resolutions, and regulations applicable to the party.
- I. Funding. The cost of the deliverables of any joint or cooperative purchase or procurement shall be apportioned to the amount the parties involved in any such joint or cooperative purchase or procurement. Such costs shall not exceed the amounts budgeted or appropriated for such purposes.
- J. Property. Ownership of the deliverables from any cooperative purchase shall remain with the party supplying funding for the purchase. Unless otherwise agreed by the procuring parties, ownership of the deliverables from any joint purchase shall remain with the parties as co-owners.
- K. Authority of Participating County Officials. The County Assessor and/or County Surveyor are specifically authorized to enter into cooperative and joint purchases of services as provided herein. Any such purchase shall not require further approval of the Hall County Board of Supervisors provided that the purchase does not exceed the amount appropriated for such purpose by the Hall County Board of Supervisors.

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

**COUNTY OF HALL**

**Executed on \_\_\_\_\_, 2015**

By: \_\_\_\_\_  
Scott Arnold, Chairman  
Hall County Board of Supervisors

Attest: \_\_\_\_\_  
Marla Conley  
Hall County Clerk

Approved to Form: \_\_\_\_\_  
Jack Zitterkopf  
Hall County Attorney

**CITY OF GRAND ISLAND**

Executed on \_\_\_\_\_, 2015

By: \_\_\_\_\_  
Jeremy L. Jensen  
Grand Island Mayor

Attest: \_\_\_\_\_  
RaNae Edwards  
Grand Island City Clerk

Approved to Form: \_\_\_\_\_  
Grand Island City  
Attorney's Office

RESOLUTION 2015-161

WHEREAS, on December 10, 1996 the Grand Island City Council approved Resolution 1996-349 which made the City of Grand Island a party with Hall County to an Interlocal Cooperation Agreement for a joint City/County Geographic Information System (GIS); and

WHEREAS, the City's partnership with the County for a joint GIS has been a success and should continue for at least another ten years,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is authorized to execute on behalf of the City an Interlocal Cooperation Agreement with Hall County extending the present joint City/County GIS for a period of ten years.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 23, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

ATTEST:

\_\_\_\_\_  
RaNae Edwards, City Clerk

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ☐ _____         |
| June 19, 2015       | ☐ City Attorney |



# **City of Grand Island**

**Tuesday, June 23, 2015**

**Council Session**

## **Item H-1**

**Consideration of Forwarding Blighted and Substandard Area #18  
– Middleton Electric to the Hall County Regional Planning  
Commission**

**Staff Contact: Chad Nabity**

# **Council Agenda Memo**

**From:** Chad Nabity, AICP

**Meeting:** June 23, 2015

**Subject:** Proposed Blighted and Substandard Area #18

**Item #'s:** H-1

**Presenter(s):** Chad Nabity, Director Grand Island CRA

## **Background**

Enclosed you will find a copy of a Substandard and Blight Study as prepared for Middleton Electric by Marvin Planning Consultants. This study is for approximately 114.65 acres of property in west central Grand Island located between Webb Road on the west, Blaine Street and Custer Avenue on the east, U.S. Highway 30 on the north and 2nd Street on the south. The study as prepared and submitted indicates that this property could be considered substandard and blighted. The full study is attached for your review and consideration.

Middleton Electric has submitted this study for the review and consideration of the Grand Island City Council as permitted by Nebraska law. Middleton Electric owns property in this area and would proceed with further development of the property if the area can be declared blighted and substandard. The decision on whether to declare an area substandard and blighted is entirely within the jurisdiction of the City Council with a recommendation from the Planning Commission.

The question before Council will be whether to send the Study to the Planning Commission for their review and feedback. If the item is not sent to the Planning Commission the Council cannot declare the area substandard and blighted. Planning Commission will meet on July 1 and would have a recommendation ready following that meeting.

Once an area has been declared substandard and blighted the CRA can accept redevelopment proposals for the area that might or might not include an application for Tax Increment Financing. Should this be approved you can anticipate that Middleton Electric and others will submit an application for TIF to assist with the costs associated with fully developing this property.

## Discussion

The action item tonight relate to the Study for proposed CRA Area No. 18 in west central Grand Island as shown below. The study was prepared for 114.65 acres, all of which are in the Grand Island City Limits



Robert Sivick, City Attorney has reviewed the Nebraska Statutes and case law pertaining to the declaration of property as blighted and substandard. His comments on this application are as follows:

The statutory procedures for accomplishing blight relief include the following steps: (1) the identification of a community redevelopment area consisting of portions of a city declared to be substandard or blighted in accordance with statutory definitions and in need of redevelopment, (2) the formulation of a redevelopment plan for such area or a redevelopment project within such area, and (3) the implementation of the redevelopment plan through various means including acquisition, sale, leasing, and contracting for redevelopment. Nebraska Revised State Statutes (NRSS) 18-2103, 18-2107, and 18-2109.

Under this statutory scheme, the governing body shall afford maximum opportunity consistent with the sound needs of the city



as a whole to the rehabilitation or redevelopment of the community redevelopment area by private enterprise. A private development project would be eligible for tax increment financing only if it is included within an area which has previously been declared blighted or substandard and is in furtherance of an existing redevelopment plan for that area. The declaration of property as blighted or substandard is not simply a formality which must be met in order to assist a private developer with tax increment financing; it is the recognition of a specific public purpose which justifies the expenditure of public funds for redevelopment. See *Monarch Chemical Works, Inc. v. City of Omaha*, 203 Neb. 33, 277 N.W.2d 423 (1979), *Fitzke v. Hastings*, 255 NEB 46 (1998)

At this point, Council is only considering point 1 of Mr. Sivick's opinion. According to NRSS §18-2109, it is clear that the Planning Commission must have the opportunity to review the Blight Study prior to Council declaring the property substandard and blighted. If Council wishes to consider a declaration of substandard and blight, State Statute requires that the question of whether an area is substandard and blighted is submitted to the Planning Commission for its review and recommendation.

The Planning Commission recommendation should be done at the first available opportunity, as the Planning Commission has 30 days to respond to Council's request for a recommendation.

### **Blighted Area of the Community**

The city of Grand Island, as a City of the First Class, is permitted to designate an area of up to 35% of the municipal limits as blighted and substandard. As of June 15, 2015, 19.18% of the City has been declared blighted and substandard. Area 18 would add another 0.60% bringing the total area declared to 19.78%. The CRA commissioned a study of the Veteran's Home property (Proposed Area 16) that covered 530 acres and would if approved add 2.77% to the total declared blighted and substandard. If both areas were to be approved and there are no changes in the city limits or areas declared blighted and substandard 22.55% of the city would be declared blighted and substandard.

It does not appear that the declaration of Area 18 would significantly impact the City's ability to declare other areas substandard and blighted.

### **Alternatives**

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

1. Move to forward the Study to the Planning Commission for their recommendation.

2. Move to not forward the Study to the Planning Commission for their recommendation
3. Refer the issue to a Committee
4. Postpone the issue to future date
5. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council Move to forward the Study to the Planning Commission if Council wishes to consider the use of Tax Increment Financing as a redevelopment tool for this property.

### **Sample Motion**

Move to approve forwarding the Study to the Planning Commission for their review and recommendation.



# Grand Island, Nebraska

## Blight and Substandard Study - Area 18

Completed on behalf of: Middleton Electric





## **PURPOSE OF THE BLIGHT AND SUBSTANDARD STUDY**

The purpose of completing this Blight and Substandard study is to examine existing conditions within a specific part of Grand Island. This study has been commissioned by the Middleton Electric in order to analyze the possibility of declaring the area as blighted and substandard.

The City of Grand Island, when considering conditions of Blight and Substandard, will be looking at those issues and definitions provided for in the Nebraska Community Redevelopment Law as found in Chapter 18, Section 2104 of the Revised Nebraska State Statutes, as follows:

*"The governing body of a city, to the greatest extent it deems to be feasible in carrying out the provisions of Sections 18-2101 to 18-2144, shall afford maximum opportunity, consistent with sound needs of the city as a whole, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises. The governing body of a city shall give consideration to this objective in exercising its powers under sections 18-2101 to 18-2144, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations relating to the use and occupancy of buildings and improvements, the disposition of any property acquired, and providing of necessary public improvements".*

The Nebraska Revised Statutes §18-2105 continues by granting authority to the governing body for formulation of a workable program. The statute reads,

*"The governing body of a city or an authority at its direction for the purposes of the Community Development Law may formulate for the entire municipality a workable program for utilizing appropriate private and public resources to eliminate or prevent the development or spread of urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of substandard and blighted areas, or to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program. Such workable program may include, without limitation, provision for the prevention of the spread of blight into areas of the municipality which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards; the rehabilitation or conservation of substandard and blighted areas or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted areas or portions thereof."*

Blight and Substandard are defined as the following:

*"Substandard areas means an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;"*

*"Blighted area means an area, which (a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which*



endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a shall not designate an area larger than one hundred percent of the as blighted;"

This Blight and Substandard Study is intended to give the Grand Island Community Redevelopment Authority, Hall County Regional Planning Commission and Grand Island City Council the basis for identifying and declaring Blighted and Substandard conditions existing within the City's jurisdiction. Through this process, the City and property owners will be attempting to address economic and/or social liabilities which are harmful to the well-being of the entire community.

The study area can be seen in Figure 1 of this report. The Redevelopment Plan portion of this report will contain, in accordance with the law, definite local objectives regarding appropriate land uses, improved traffic, public transportation, public utilities and other public improvements, and the proposed land uses and building requirements in the redevelopment area and shall include:

- The boundaries defining the blighted and substandard areas in question (including existing uses and conditions of the property within the area), and
- A list of the conditions present which qualify the area as blighted and substandard.

### **BLIGHT AND SUBSTANDARD ELIGIBILITY STUDY**

This study targets a specific area within an established part of the community for evaluation. The area is indicated in Figure 1 of this report. The existing uses in this area include industrial, commercial, and public uses. The portion of the study containing the public uses contains the Hall County Highway Department Shop. This area represents an older industrial area within Grand Island.

Through the redevelopment process the City of Grand Island can guide future development and redevelopment throughout the area. The use of the Community Redevelopment Act by the City of Grand Island is intended to redevelop and improve the area. Using the Community Redevelopment Act, the City of Grand Island can assist in the elimination of negative conditions and implement different programs/projects identified for the City.

The following is the description of the designated area within Grand Island.

### ***Study Area***

POINT OF BEGINNING IS THE INTERSECTION OF THE CENTERLINES OF US HIGHWAY 30 AND S WEBB ROAD; THENCE EASTERLY ALONG SAID CENTERLINE OF US HIGHWAY 30 TO THE INTERSECTION WITH THE CENTERLINE OF N BLAINE STREET AND BEING THE COMMON POINT OF THE ELEVATED POINT ON US HIGHWAY 30; THENCE SOUTHERLY ALONG SAID CENTERLINE OF BLAINE STREET TO THE INTERSECTION WITH THE CENTERLINE OF W 2<sup>ND</sup> STREET; THENCE WESTERLY ALONG SAID CENTERLINE OF W 2<sup>ND</sup> STREET TO THE INTERSECTION WITH THE CENTERLINE OF S WEBB ROAD; THENCE NORTHERLY TO THE POINT OF BEGINNING.

### **Figure 1**

City of Grand Island, Nebraska • June 2015

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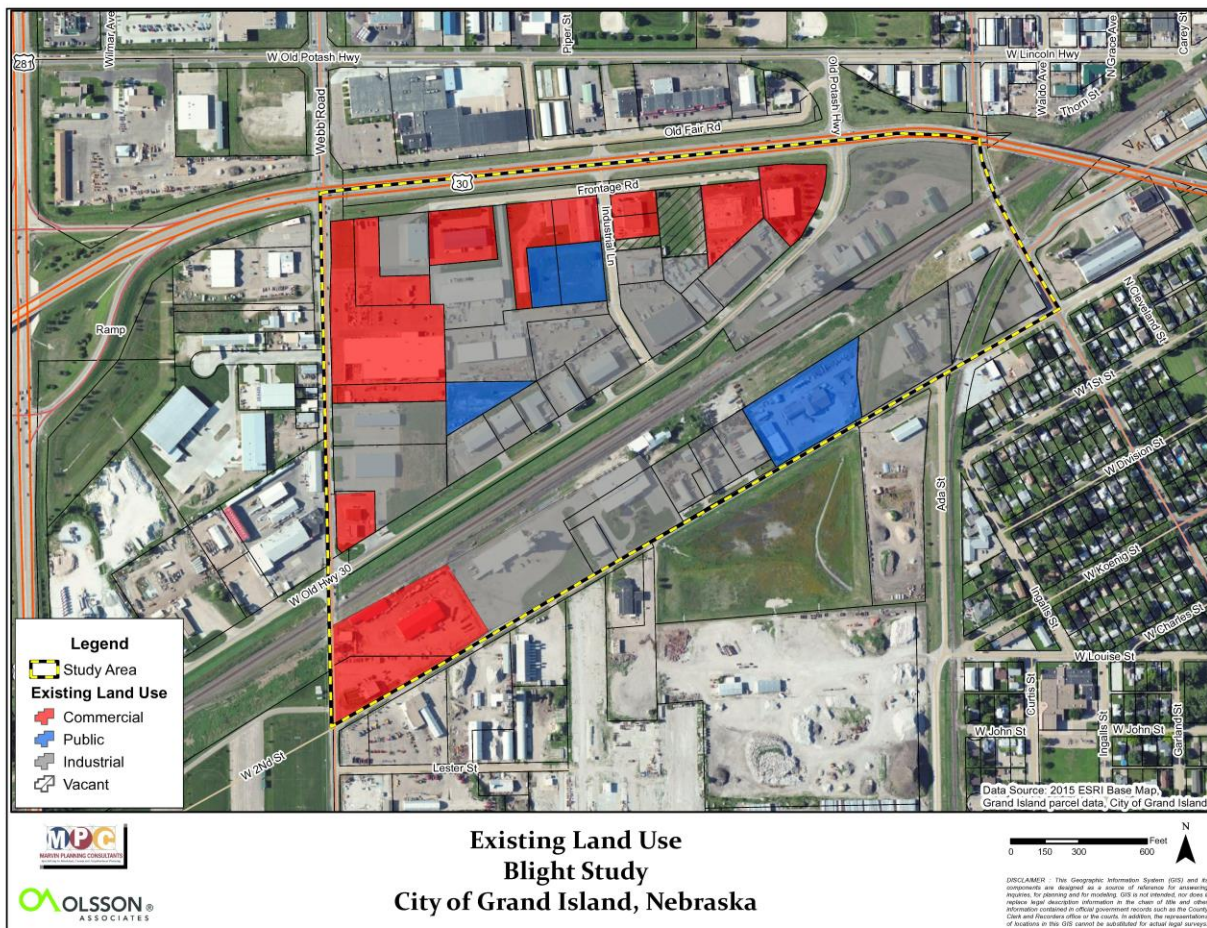




| Type of Use          | Acres         | Percent of Developed land within the Study Area | Percent of Study Area |
|----------------------|---------------|-------------------------------------------------|-----------------------|
| Residential          | 0             | 0.0%                                            | 0.0%                  |
| Single-family        | 0             | 0.0%                                            | 0.0%                  |
| Multi-family         | 0             | 0.0%                                            | 0.0%                  |
| Manufactured Housing | 0             | 0.0%                                            | 0.0%                  |
| Commercial           | 22.46         | 19.9%                                           | 19.6%                 |
| Industrial           | 46.64         | 41.3%                                           | 40.7%                 |
| Quasi-Public/Public  | 6.69          | 5.9%                                            | 5.8%                  |
| Parks/Recreation     | 0             | 0.0%                                            | 0.0%                  |
| Transportation       | 37.25         | 33.0%                                           | 32.5%                 |
| Total Developed Land | 113.04        | 100.0%                                          |                       |
| Vacant/Agriculture   | 1.61          |                                                 | 1.4%                  |
| <b>Total Area</b>    | <b>114.65</b> |                                                 | <b>100.0%</b>         |

Source: 2015 Grand Island Blight Study Area 18, Marvin Planning Consultants

**Figure 2**  
**Existing Land Use Map**



Source: Marvin Planning Consultants, 2015



## FINDINGS OF BLIGHT AND SUBSTANDARD CONDITIONS ELIGIBILITY STUDY

This section of the study examines the conditions found in the study area. The Findings Section will review the conditions based upon the statutory definitions.

### CONTRIBUTING FACTORS

There were a number of conditions examined and evaluated in the field and online. There are a number of conditions that will be reviewed in detail, on the following pages, while some of the statutory conditions are not present.

#### Age of Structure

Age of structures can be a contributing factor to the blighted and substandard conditions in an area. Statutes allow for a predominance of structures 40 years of age or older to be a contributing factor regardless of their condition. The following paragraphs document the structural age of the structures within the Study Area. Note the age of structure was determined from the Appraisal data within the Hall County Assessor's website data.

Within the study area there is a total of 51 primary structures. After researching the structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 28 (54.9%) units were determined to be 40 years of age or older
- 23 (45.1%) units were determined to be less than 40 years in age

The age of the structures would be a direct contributing factor.

**Figure 3**  
**Unit Age Map**



Source: Marvin Planning Consultants, 2015



## Structural Conditions

Structural conditions were evaluated, structures were either rated as: Very Good, Good, Average, or badly worn. The data and rating system comes from the Hall County Assessor's database and is the same database used to value properties in the area. The buildings located on railroad right-of-way and the Hall County Yard were evaluated by the planning team.

Based upon the data provided to the planning team, the following is the breakdown for structures in the study area:

- 5 ( 7.8% ) structures rated as very good
- 15 (23.4%) structures rated as good
- 32 (50.0%) structures rated as average
- 12 (18.75%) structure rated as badly worn

Based upon these data, an assumption has been made that average condition and less would constitute less than desirable conditions due to age and conditions. It is common that the older a structure gets the more maintenance and upkeep are required in order to maintain a good or higher condition. Even an average structure will show some signs of deteriorating which in turn can become a dilapidated structure in the future if it is not addressed over time.

Due to the stated conditions found in the Hall County Assessor's data, the condition of the structure is a contributing factor.

**Figure 4**  
**Structural Conditions**



Source: Marvin Planning Consultants, 2015

## Deterioration of Site or Other Improvements

### **Sidewalk Conditions**

Sidewalks, regardless of the area and uses within a community, should provide a safe means of movement for pedestrians. Sidewalks become increasingly more important along transportation routes considered to be arterials and highways. A sidewalk allows for pedestrian movement while keeping people off of heavily traveled streets.

The sidewalk conditions were analyzed in the Study Area. The sidewalks were rated on four categories; adequate, deteriorating, dilapidating, and missing completely.

Within the study area there is approximately 19,950 lineal feet of area where sidewalk could or should be located. After reviewing the conditions in the field, the following is how the sidewalk conditions breakdown within the study area:

- 180 (0.9%) lineal feet of adequate sidewalk
- 0 (0.0%) lineal feet of deteriorating sidewalk
- 19,750 (99.1%) lineal feet of no sidewalk.

There are almost no sidewalks present within the study area accessible to pedestrian traffic. Considering the uses along Webb Road, Old Highway 30, Blaine Street and 2<sup>nd</sup> Street there should be sidewalk in place. The only place sidewalk exists is in front of the car wash along the service road along US Highway 30.

In addition to the missing sidewalk indicated in Figure 5, there are other locations where sidewalk is missing, specifically along US Highways 30. These areas are included in the totals, but city and state policies are not to encourage walking and biking along major highways.

### **Curb and Gutter**

Curb and Gutters have a number of direct and indirect roles in neighborhoods. Their primary functions is to be a barrier to collect and direct water to be drained away. On a secondary level, they can help define where the streets start and stop, and they act as a physical barrier between pedestrian and vehicular traffic.

Curb and gutter for the Study Area were examined similarly to sidewalks. The curb and gutter were graded as either adequate, deteriorating, dilapidated, or missing.

Within the study area there is approximately 19,950 lineal feet of curb and gutter possible. After reviewing the conditions in the field, the following is how the curb and gutter conditions breakdown within the corporate limits:

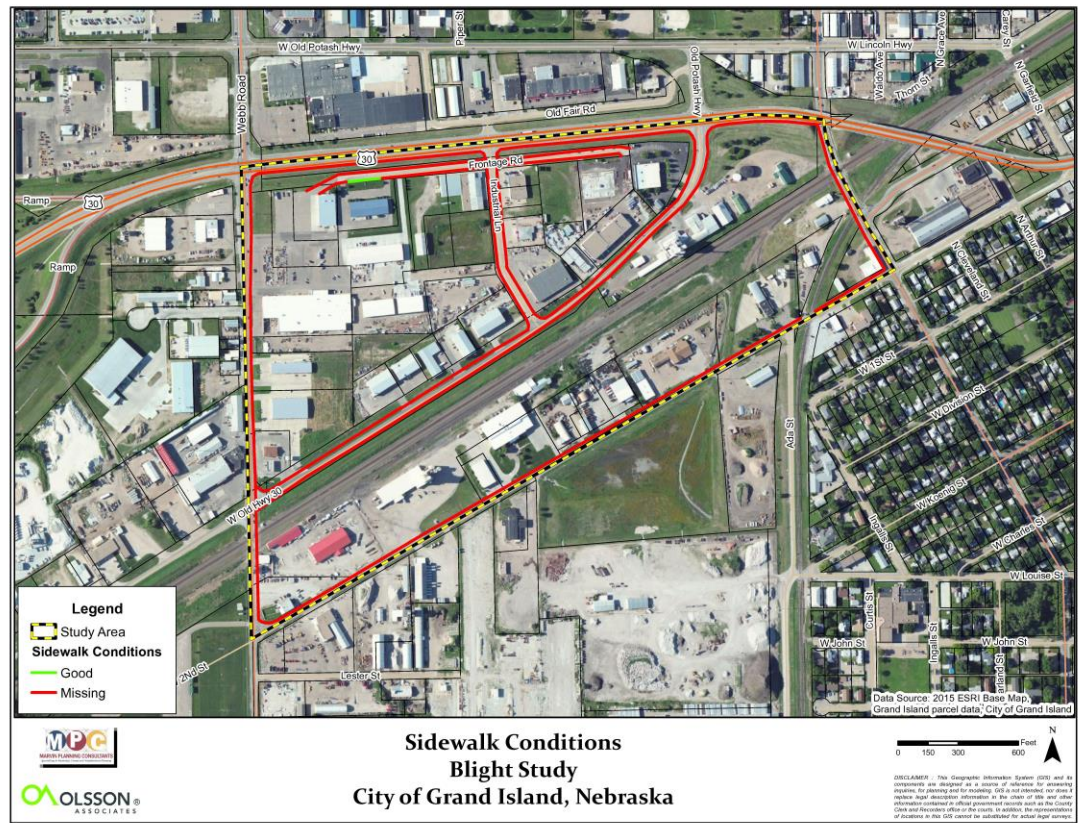
- 0 (0.0%) lineal feet of adequate curb and gutter
- 8,375 (42.0%) lineal feet of deteriorating curb and gutter
- 11,575 (58.0%) lineal feet of no curb and gutter or rural section.
- There was no curb and gutter deemed to be dilapidated.

In total, 100% of the curb and gutters are in either a deteriorating state or are missing. See Figure 6 for the locations of these curb and gutter. The area is designed for surface drainage as opposed to underground stormwater piping.

Due to the large amount of deteriorating and missing curb and gutter, the curb and gutter conditions would be a direct contributing factor.



**Figure 5**  
**Sidewalk Conditions**





### Drainage Conditions

Grand Island has a long history of drainage issues due to the extreme flatness of the area, as well as the high water table. Topography and soils can have a major impact on how a given portion of the city drains. The area designated in this Study Area is nearly flat or has an extremely small slope.

The field survey examined the entire area for potential drainage problems. One field survey was completed during and a day after a rain event. During both field visits there was standing water throughout the entire area. Water was standing in large potholes, in drainage ditches, along key drainage ways.

Another item of note deals with the actual number of stormwater inlets in the study area. There are a minimal number of stormwater inlets within the entire study area. All of the water, south of US Highway 30 has to surface drain or be absorbed into the soils. Within the study area there is a small stormwater catchment. In addition, along the southern edge of the study area there is a larger stormwater catchment. However, runoff in the study area must find a path along very flat topography to get to the catchments.

The primary way for stormwater runoff to reach the catchment is through a series of ditches along S. Webb Road, US Highway 30, 2<sup>nd</sup> Street and Old US Highway 30. This type of stormwater infrastructure typically works only when there is some topographic drop-off and the ditches remained mowed. In case of the ditches in the study area, the grass appeared to be longer than it should be to allow for water movement.

Figure 7 is an existing topographic map from the City of Grand Island's website. The map confirms the flatness of the area between US Highway 30 on the north and 2<sup>nd</sup> Street on the south. The most common contour identified on the map is the 1875 contour. There are actually only two other contours in this study area, one is 1880 along the centerline of S. Webb Road and the 1870 contour at the bottom of the small stormwater catchment.

Standing water from poor drainage can be a catalyst for health issues like West Nile due to the potential mosquito breeding during the summer months.

Drainage also can be tied directly to the, curb and gutter conditions.



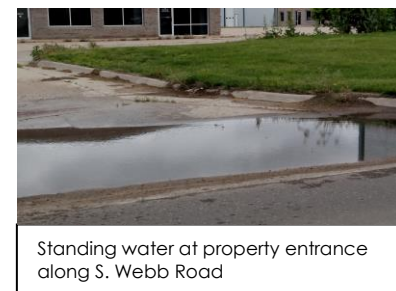
Standing water during a recent rain event



Standing water during a recent rain event



Standing water within one of the primary drainage routes



Standing water at property entrance along S. Webb Road

**Figure 7**

### Topographic Map of Study Area



Source: City of Grand Island (topographic map) and Marvin Planning Consultants

### Site Improvements Conditions

The different properties throughout the study area have less than average site improvements. A large portion of the properties have gravel/dirt drives and parking lots and in some cases they may have been concreted or asphalted in the past but it is difficult to determine due to the level of deterioration. Some properties have paved/improved parking areas and drives were found to be in a state of deterioration.

Figure 8 identifies the different properties in the study area that have deteriorating parking areas and drives, as well as those properties that have been hard surfaced and are showing signs of deteriorating and in need of repair/rehabilitation. Even though most of the land uses in this area are heavier commercial to industrial uses, the lack of hard surfacing or the deterioration of the existing hard surfacing has a major impact on the perception of the area as well as the value of the area.

Based upon the field analysis, there are sufficient elements present to meet the definition of deterioration of site and other improvements in the Study Area.

**Figure 8**

City of Grand Island, Nebraska • June 2015

Page 10



## Site Improvement Conditions



Source: Marvin Planning Consultants 2015

## Faulty Lot Layout

Faulty lot layout can lead to a number of issues including size of a lot, adequacy of the lot for the use, accessibility to the lot and/or the usefulness of the lot. There are a number of factors to examine within this particular study area.

### Size of Lot

Throughout the study area there are lots that are too small for the use and buildings located on the site. These sites are spread around the Union Pacific Railroad corridor.

Figure 9 to the right identifies the lots in the study area deemed to be either too narrow, too shallow, or both (resulting in an overall small lot). Considering the current land use plan and zoning for this area, these lots have the potential to be undesirable or overcrowded with building in the future; in some cases these lots are already overcrowded.



**Figure 9: Small Lot Sizes**

Source: Marvin Planning Consultants

### Adequacy of the Lots

Based upon the discussion regarding lot size and shape above, the lots in Figure 9 are not adequate for the type of land use and zoning designated for this area. Parking and deliveries opportunities are somewhat limited on these lots.

Some of the other lots appear to have fit their different structures onto the site with a shoe horn; movement on these sites are very tight considering larger pick-ups and semi-trailers are arriving and departing from the site.

### Accessibility of the Lots

Accessibility of some lots in the study area currently does not appear to be an issue. However, there could be two very different issues arise in the future.

Several of the lots are currently tied to a business with direct access to major thoroughfares. However, if these lots were ever sold off, it would create a condition of land locked lots. Figure 10 above indicates those landlocked lots.



**Figure 10: Accessibility**

Source: Marvin Planning Consultants



**Figure 11: Improper Subdivision**

Source: Marvin Planning Consultants

### Improper Subdivision or obsolete platting

Improper subdivision or obsolete platting is another blighting condition found in the study area. Figure 11 identifies a number of irregularly shaped lots throughout the area. If this area were to be platted under the current process, it is likely these lot configurations would not occur or be approved.

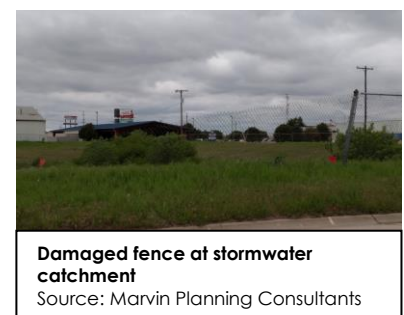
In addition, Figure 11 indicates an area along the south side of the Union Pacific Railroad corridor. This area is one large lot with multiple uses leasing ground from the railroad. Each of these uses should be contained on their own individual lots. Finally, this same condition occurs along the northside of the corridor where the Aurora COOP facility is located.

### Insanitary or Unsafe Conditions

There are a number of factors tending to fall under this category. The study area was found to have several factors falling into insanitary and unsafe. The following will outline the conditions found.

#### Stormwater Catchment

The topography found in Grand Island creates the need for unique engineering solutions to catch, store, and release stormwater. Within the center of the study there is a stormwater catchment facility. This catchment could be considered an unsafe condition contributing to the potential blighted and substandard conditions of the area. This catchment is deep and is designed to handle a massive amount of water; however, the security measures have been compromised due to a damaged fence along Industrial Lane.



**Damaged fence at stormwater catchment**

Source: Marvin Planning Consultants

In addition, there is one additional stormwater catchment on the south side of W. 2<sup>nd</sup> Street. This catchment area is not in the study area but is adjacent to the area and is considered a contributing factor. The catchment along W. 2<sup>nd</sup> Street is much larger in size than the one within the study area.



### Unsecured Areas

The field investigation of this study area identified two major areas where materials are stored and are not secure. One is the area to the west and north of Love Signs. Love Signs has several older signs and parts stored in an open area without any security fencing. Considering the sheet metal and other materials used for their product, these materials can be dangerous if someone were to wander into this area unauthorized.

The second area is north and east of the Love Signs location, an area according to the Hall County Assessors

site, operated as the Storage Warehouse. The facility has a considerable amount of materials stored outside. Portions of this area are protected by fencing materials but the entry to the site along Industrial Lane is open to the public through an uncontrolled access point. This provides access to the area and could create a dangerous condition.

### Standing Water

As discussed in detail in the drainage section of this report, standing water can be an insanitary and unsafe condition due to the potential for this to be a breeding ground for mosquitoes and their ability to spread the West Nile virus.

### Vacant Property

During the field analysis, an interesting observation was made. Along S. Webb Road, there are two newer strip style buildings, both of which appear to be predominately vacant. In addition the property (parking) around the facilities is in a stated of considerable disrepair. This is an interesting situation which is having an overall negative impact on the west edge of the study area.

### Diversity of Ownership

After reviewing the information on the Hall County Assessor's website, the study area was found to have 18 different property owners. In order for future redevelopment to occur it may require some of these tracts to get into common ownership.

Based upon the fact that 26 different individuals, corporations, etc. own property in this area, it is determined that the high diversity of property ownership could easily be a barrier to redevelopment.

### Existence of Conditions endangering life or property due to fire or other causes

Located within the study area there are factors present that are a danger to life or property due to fire or other causes. A number of these factors have been previously discussed in this report. These factors include:

- Unsecured materials
- The proximity of the unsecured stormwater catchment
- The Union Pacific Railroad corridor is unsecured and enables someone to walk along the tracks of one of busiest railroad corridors in the United States
- Standing water
- The existence of two grain facilities located in the heart of Grand Island's industrial corridor and in close proximity to the busiest commercial area in the community.



**Unsecured materials**

Source: Google Earth August 2013 aerial



**Photograph from Old US Highway 30**

Source: Marvin Planning Consultants



**Second unsecured property**

Source: Google Earth August 2013 aerial

Based upon the field analysis, there are sufficient elements present to meet the definition of dangerous conditions within the Study Area.

### **Combination of factors which are impairing and/or arresting sound growth**

Within this small study area there are a number of factors that are impairing or arresting sound growth. A couple of these include:

- Even though the existence of US Highway 30 as well as Webb Road and Old US Highway 30 are traffic generators in what is considered a commercial and industrial corridor, these thoroughfares have a tendency to impair and arrest sound growth practices.
- The Union Pacific Railroad mainline lies directly in the middle of the study area and also impairs sound growth practices.

Based upon the review of the area, there are sufficient elements present to meet the definition of combination of factors which are impairing and/or arresting sound growth within the Study Area.

### **Stable or decreasing population based on the last two decennial censuses**

Over the past 20 years the population within the study area has been stable. The population within the Study Area has been 0 residents for the past two decennial censuses. Therefore, it meets the criteria for a stable or decreasing population.

### **Blighting Summary**

These conditions are contributing to the blighted conditions of the study area.

- **Average age of structures is over 40 years of age**
  - Within the Study Area 54.9% of the structures meet the criteria of 40 years of age or older.
- **Substantial number of deteriorating structures**
  - Within the study area 68.75% of the structures were deemed to be in a deteriorated state or worse.
- **Deterioration of site or other improvements**
  - There are no sidewalks located along the public streets in the area.
  - The area is considerably flat and standing water is a concern.
  - Within the study area, curb and gutter existing on 100% of the right-of-way and it has been determined to be in a deteriorating state.
  - In addition to a small percentage of curb and gutter, the remaining 58% has no curb and gutter to control stormwater runoff or to define the driving surface from other portions of the right-of-way.
  - Several properties within the study area have deteriorated or substandard site improvements including parking lots, fencing, etc.
- **Faulty Lot Layout**
  - Size of certain lots is an issue
  - Adequacy of some lots is a concern
  - Accessibility to some lots could be a problem since these lots could become land locked in the future
- **Insanitary or Unsafe Conditions**
  - Lack of sidewalk in the Study Area
  - Stormwater catchment west of study area is a contributing factor
  - Unsecured materials storage
  - Standing water
  - Vacant property
- **Improper Subdivision or obsolete platting**
  - The layout of lots in the study area are not conducive to directing quality development layouts as can be seen throughout the study area.
- **Diversity of Ownership**
  - Within the Study Area, 44 properties lots are owned by 26 different property owners.

- **Dangerous conditions to life or property due to fire or other causes**
  - The proximity of the stormwater catchment
  - Unsecured materials
  - Lack of sidewalk within the Study Area
  - Existence of two grain facilities
- **Combination of factors which are impairing and/or arresting sound growth**
  - US Highway 30
  - Old US Highway 30 and Webb Road
  - Union Pacific Railroad
- **Stable or decreasing population based on the last two decennial censuses**
  - The population of the Study Area has remained stable over the past 22 years.

**The other criteria for Blight were not present in the area, these included:**

- Defective/Inadequate street layouts,
- Tax or special assessment delinquency exceeding fair value of the land.
- Defective or unusual condition of title,
- Unemployment in the designated area is at least 120% of the state or national average.
- One-half of unimproved property is over 40 years old.
- The per capita income of the area is lower than the average per capita income of the city or village in which the area is designated.

These issues were either not present or were limited enough as to have little impact on the overall condition of the study area.

## **Substandard Conditions**

### **Average age of the residential or commercial units in the area is at least 40 years**

Age of structures can be a contributing factor to the blighted and substandard conditions in an area. Statutes allow for a predominance of units that are 40 years of age or older to be a contributing factor regardless of their condition. Note the age of structure was determined from the Appraisal data within the Hall County Assessor's website data.

Within the study area there is a total of 51 structures. After researching the structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 28 (54.9%) units were determined to be more than 40 years of age
- 23 (45.1%) units were determined to be less than 40 years of age

There is a predominance of units 40 years of age or older.

### **Existence of Conditions endangering life or property due to fire or other causes**

Located within the study area there are factors present that are a danger to life or property due to fire or other causes. A number of these factors have been previously discussed in this report. These factors include:

- The proximity of the stormwater catchment
- Unsecured materials
- Lack of sidewalk within the Study Area
- Existence of two grain facilities

Based upon the field analysis, there are sufficient elements present to meet the definition of dangerous conditions within the Study Area.

## **Substandard Summary**

Nebraska State Statute requires that "...an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, **age** or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or **the existence of conditions which endanger life or property by fire and other causes**, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;"

This Study Area in Grand Island meets the definition of Substandard as defined in the Revised Nebraska State Statutes.

## **FINDINGS FOR GRAND ISLAND BLIGHT STUDY AREA #18**

Blight Study Area #18 has several items contributing to the Blight and Substandard Conditions. These conditions include:

### **Blighted Conditions**

- **Average age of structures is over 40 years of age**
- **Substantial number of deteriorated or deteriorating structures**
- **Deterioration of site or other improvements**
- **Faulty Lot Layout**
- **Insanitary and Unsafe Conditions**
- **Improper Subdivision or Obsolete Platting**
- **Diversity of Ownership**
- **Combination of factors which are impairing and/or arresting sound growth**
- **Stable or decreasing population based on the last two decennial censuses**

### **Substandard Conditions**

- Average age of the structures in the area is at least forty years
- Dangerous conditions to life or property due to fire or other causes



# **City of Grand Island**

**Tuesday, June 23, 2015**

**Council Session**

## **Item H-2**

**Consideration of Approving Request for Liquor Manager  
Designation for Leela Castillo, 2323 Bellwood Drive #212 with  
Fiesta Latina/Klub Lavish, 2815 South Locust Street**

**Staff Contact: RaNae Edwards, City Clerk**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** June 23, 2015

**Subject:** Request from Leela Castillo, 2323 Bellwood Drive #212 for Liquor Manager Designation with Fiesta Latina/Klub Lavish, 2815 South Locust Street

**Item #'s:** H-2

**Presenter(s):** RaNae Edwards, City Clerk

## **Background**

Leela Castillo, 2323 Bellwood Drive #212 has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with Fiesta Latina/Klub Lavish, 2815 South Locust Street.

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

## **Discussion**

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all liquor manager designations. All departmental reports have been received. (See attached Police Department report.) Ms. Castillo has completed a state approved alcohol server/seller training program.

After reviewing the Police Department report (see attached) it is recommended that the City Council deny this request based on not qualifying under Nebraska State Statute 53-125 Parts (5), (10), and (11) and Nebraska Liquor Control Commission Nebraska Rules and Regulations, Chapter 2 010.01, Falsification of Application.

## **Alternatives**

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

1. Approve the requests.

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

### **Recommendation**

Based on the Nebraska Liquor Control Commission's criteria for the approval of Liquor License Manager, City Administration recommends that the Council **deny** this application.

### **Sample Motion**

Move to **deny** the request from Leela Castillo, 2323 Bellwood Drive #212 for Liquor Manager Designation in conjunction with the Class "C-34765" Liquor License for Fiesta Latina/Klub Lavish, 2815 South Locust Street based upon the Police Department report.



06/18/15  
12:38

Grand Island Police Department  
LAW INCIDENT TABLE

450  
Page: 1

City : Grand Island  
Occurred after : \*\*:\*\*:\*\* \*\*/\*\*/\*\*\*\*  
Occurred before : \*\*:\*\*:\*\* \*\*/\*\*/\*\*\*\*  
When reported : 11:00:00 06/17/2015  
Date disposition declared : \*\*/\*\*/\*\*\*\*  
Incident number : L15061571  
Primary incident number :  
Incident nature : Liquor Lic Inv Liquor Lic Inv  
Incident address : 2815 Locust St S  
State abbreviation : NE  
ZIP Code : 68801  
Contact or caller :  
Complainant name number :  
Area location code : PCID Police - CID  
Received by : Vitera D  
How received :  
Agency code : GIPD GIPD Grand Island Police Dept  
Responsible officer : Vitera D  
Offense as Taken :  
Offense as Observed :  
Disposition :  
Misc. number : RaNae  
Geobase address ID :  
Long-term call ID :  
Clearance Code : CL CL Case Closed  
Judicial Status :  
=====

INVOLVEMENTS:

| Px | Record #  | Date     | Description               | Relationship     |
|----|-----------|----------|---------------------------|------------------|
| LW | L15041533 | 06/17/15 | Information               | Related          |
| NM | 11781     | 06/18/15 | Harwell, Leela Ann        | Prior Name       |
| NM | 91325     | 06/18/15 | Castillo-Harwell, Leela A | Additional Name  |
| NM | 91326     | 06/17/15 | Castillo, Leela           | Proposed Manager |
| NM | 200291    | 06/17/15 | Klub Lavish,              | Business         |

LAW INCIDENT CIRCUMSTANCES:

| Se Circu | Circumstance code        | Miscellaneous |
|----------|--------------------------|---------------|
| 1        | LT03 LT03 Bar/Night Club |               |

LAW INCIDENT NARRATIVE:

I received a copy of a liquor manager application from Leela Castillo for Fiesta Latina/The Club/Klub Lavish.

LAW INCIDENT OFFENSES DETAIL:

| Se Offe | Offense code | Arson Dama |
|---------|--------------|------------|
|---------|--------------|------------|

-----  
1 AOFF AOFF Alcohol Offense 0.00

LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number

-----  
1 Vitera D 318 Vitera D

LAW SUPPLEMENTAL NARRATIVE:

Seq Name Date  
-----  
1 Vitera D 13:20:55 06/17/2015

Grand Island Police Department  
Supplemental Report

Date, Time: Wed Jun 17 13:21:05 CDT 2015  
Reporting Officer: Vitera  
Unit- CID

I received a copy of a liquor manager application from Leela Castillo for Fiesta Latina/The Club/Klub Lavish. According to the application, Leela has lived in either Grand Island or Omaha since at least 1990. Leela stated that she is married to a man named Jose Castillo who doesn't have a driver's license, no Social Security number, was born in Mexico, and currently lives in Omaha. Jose signed a Spousal Affidavit of Non-Participation form, but he didn't sign the Personal Oath and Consent of Investigation form.

On the part of the application which asks for convictions, Leela disclosed a traffic-related conviction in November of 2002 for speeding, no proof of ownership, no proof of insurance, and a child restraint violation. She also disclosed a 3rd degree assault conviction in July of 2004 and a 3rd degree assault conviction in August of 2004. Leela attached a Nebraska State Patrol (NSP) criminal history record, but one page was missing. The NSP report (minus the missing page) only includes the traffic convictions from November 2002 that she disclosed. Jose didn't disclose any convictions, but I was unable to do any kind of accurate check on him since he doesn't have a driver's license or Social Security number.

A check of Spillman reveals that Leela has contacts under three different names. Under Leela Harwell, Leela has been contacted on a gunshots call, theft calls, disturbing the peace, assaults, child abuse, criminal mischief, threats, and traffic. I didn't see where she was a victim on any of these calls. She was either referred, cited, arrested, or contacted as being present or a witness. Under Leela Castillo, she only has contacts regarding Klub Lavish. Under Leela Castillo Harwell, she was contacted as a victim of a theft, mentioned in a vehicle theft and a child abuse report.

The Nebraska Criminal Justice Information System (NCJIS) shows the following convictions under the name of Leela Harwell (date used is the date the case was

closed): 1) 3rd degree assault on 11-6-98 2) 3rd degree assault 12-18-98 3) Disturbing the peace which was pled down from 3rd degree assault on 1-21-99 4) Driving during suspension (DDS) on 1-21-99 5) DDS on 7-29-99 6) No license on person on 9-3-99 7) License a vehicle without liability insurance on 9-7-00 8) Obstruction of the administration of law, no operator's license, speeding on 9-7-00 (disorderly conduct, resisting arrest, false information, no seat belt, and no proof of insurance were dropped or dismissed) 9) No operator's license on 12-11-00 10) No proof of insurance on 3-22-01 11) No valid registration and child restraint violation on 4-14-03 12) 3rd degree assault on 8-19-04 13) Negligent minor care on 5-24-07. NCJIS shows additional convictions under the name of Leela Castillo: 14) Speeding, no proof of ownership, licensing a vehicle without liability insurance, and a child restraint violation on 11-21-02 15) speeding on 6-11-03 16) speeding 8-7-07 17) speeding on 10-26-11. NCJIS shows one more conviction under the name of Leela Castillo Harwell: 18) 3rd degree assault on 1-20-05.

Even with the failure to disclose all of her convictions (false application), it doesn't appear that Leela should be eligible to be a liquor manager. According to Nebraska State Statute 53-125 (Classes of persons to whom no license issued), "No license of any kind shall be issued to ...(5) "a person who has been convicted of or has pleaded guilty to any Class I misdemeanor pursuant to Chapter 28, article 3, 4, 7, 8, 10, 11, or 12, or any similar offense under a prior criminal statute or in another state..." It goes on to say, "(10) a corporation..., if a manager of a corporate licensee would be ineligible to receive a license under this section for any reason... (11) a person whose place of business is conducted by a manager or agent unless such manager or agent possesses the same qualifications required of the licensee..."

Leela's 3rd degree assault convictions are under Nebraska State Statute 28-310 which is included in part (5) of 53-125. If Klub Lavish were getting a new liquor license, they would be ineligible because of part (10) and part (11) from 53-125. I realize that Klub Lavish already has a liquor license and this statute isn't necessarily retroactive, however, I would think the same rationale on the approval of the manager should apply. A complete copy of Nebraska State Statute has been attached to this report.

Based upon Leela's failure to disclose all of her convictions, (false application/false information according to the Nebraska Liquor Control Commission Nebraska Rules and Regulations, Chapter 2 010.01 and 011.01), her 3<sup>rd</sup> degree assault convictions and how they relate to Nebraska State Statute 53-125 part 5, 10, and 11, the Grand Island Police Department recommends that the council denies this application.

# Nebraska Revised Statute 53-125

[Revised Statutes](#) » [Chapter 53](#) » 53-125

[53-124.15](#)

|  
[53-126](#)

[Print Friendly](#)

## **53-125. Classes of persons to whom no license issued.**

No license of any kind shall be issued to (1) a person who is not a resident of Nebraska, except in case of railroad, airline, or boat licenses, (2) a person who is not of good character and reputation in the community in which he or she resides, (3) a person who is not a citizen of the United States, (4) a person who has been convicted of or has pleaded guilty to a felony under the laws of this state, any other state, or the United States, (5) a person who has been convicted of or has pleaded guilty to any Class I misdemeanor pursuant to Chapter 28, article 3, 4, 7, 8, 10, 11, or 12, or any similar offense under a prior criminal statute or in another state, except that any additional requirements imposed by this subdivision on May 18, 1983, shall not prevent any person holding a license on such date from retaining or renewing such license if the conviction or plea occurred prior to May 18, 1983, (6) a person whose license issued under the Nebraska Liquor Control Act has been revoked for cause, (7) a person who at the time of application for renewal of any license issued under the act would not be eligible for such license upon initial application, (8) a partnership, unless one of the partners is a resident of Nebraska and unless all the members of such partnership are otherwise qualified to obtain a license, (9) a limited liability company, if any officer or director of the limited liability company or any member having an ownership interest in the aggregate of more than twenty-five percent of such company would be ineligible to receive a license under this section for any reason other than the reasons stated in subdivisions (1) and (3) of this section, or if a manager of a limited liability company licensee would be ineligible to receive a license under this section for any reason, (10) a corporation, if any officer or director of the corporation or any stockholder owning in the aggregate more than twenty-five percent of the stock of such corporation would be ineligible to receive a license under this section for any reason other than the reasons stated in subdivisions (1) and (3) of this section, or if a manager of a corporate licensee would be ineligible to receive a license under this section for any reason. This subdivision shall not apply to railroad licenses, (11) a person whose place of business is conducted by a manager or agent unless such manager or agent possesses the same qualifications required of the licensee, (12) a person who does not own the premises for which a license is sought or does not have a lease or combination of leases on such premises for the full period for which the license is to be issued, (13) except as provided in this subdivision, an applicant whose spouse is ineligible under this section to receive and hold a liquor license. Such applicant shall become eligible for a liquor license only if the commission finds from the evidence that the public interest will not be infringed upon if such license is granted. It shall be prima facie evidence that when a spouse is ineligible to receive a liquor license the applicant is also ineligible to receive a liquor license. Such prima facie evidence shall be overcome if it is shown to the satisfaction of the commission (a) that the licensed business will be the sole property of the applicant and (b) that such licensed premises will be properly operated, (14) a person seeking a license for premises which do not meet standards for fire safety as established

by the State Fire Marshal, (15) a law enforcement officer, except that this subdivision shall not prohibit a law enforcement officer from holding membership in any nonprofit organization holding a liquor license or from participating in any manner in the management or administration of a nonprofit organization, or (16) a person less than twenty-one years of age.

When a trustee is the licensee, the beneficiary or beneficiaries of the trust shall comply with the requirements of this section, but nothing in this section shall prohibit any such beneficiary from being a minor or a person who is mentally incompetent.

**FALSIFICATION OF APPLICATION**

**010.01** No applicant for a liquor license, or partner, principal, agent or employee of any applicant for a liquor license shall provide false or misleading information to the Nebraska Liquor Control Commission, its executive director, or employees. Any violation of this provision may result in denial of application for a liquor license or, in the event that a license has already been issued, suspension, cancellation or revocation of such license.

**FALSIFICATION OF INFORMATION**

**011.01** No licensee or partner, principal, agent or employee of any licensee shall provide false or misleading information to the Nebraska Liquor Control Commission, its executive director or employees. Any violation of this provision may result in suspension, cancellation or revocation of such license.



# City of Grand Island

Tuesday, June 23, 2015

Council Session

## Item I-1

**#2015-162 - Consideration of Approving Request from Ornelas, Inc. dba La Cocina Mexican Restaurant, 2418 North Webb Road, Suite A for Class “I” Liquor License and Liquor Manager Designation for Javier Erives, 504 No. Walnut Street, Apt. 3**

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

Staff Contact: RaNae Edwards

RESOLUTION 2015-162

WHEREAS, an application was filed by Ornelas, Inc. doing business as La Cocina Mexican Restaurant, 2418 North Webb Road, Suite A for a Class "I" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on June 6, 2015; such publication cost being \$16.27; and

WHEREAS, a public hearing was held on June 23, 2015 for the purpose of discussing such liquor license application.

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

\_\_\_\_\_ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:

\_\_\_\_\_ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: \_\_\_\_\_

\_\_\_\_\_ The City of Grand Island hereby recommends approval of Javier Erives, 504 North Walnut Street, Apt. 3 as liquor manager of such business contingent upon completing a state approved alcohol server/seller program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 23, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ☐ _____         |
| June 19, 2015       | ☐ City Attorney |





# City of Grand Island

Tuesday, June 23, 2015

Council Session

## Item I-2

**#2015-163 - Consideration of Approving Economic Development Incentive Agreement with GIX Logistics, 308 West 3rd Street**

Staff Contact: Marlan Ferguson

# **Council Agenda Memo**

**From:** Marlan Ferguson, City Administrator

**Meeting:** June 23, 2015

**Subject:** Approving Economic Development Incentive Agreement with GIX Logistics

**Item #'s:** I-2

**Presenter(s):** Marlan Ferguson, City Administrator

## **Background**

At the November 6, 2012 General Election, the voters of the City of Grand Island approved LB840 funding to enable the City to extend economic development incentives through the Grand Island Area Economic Development Corporation (GIAEDC). The Economic Development Corporation has received an application from GIX Logistics, 308 West 3<sup>rd</sup> Street for building expansion and additional employees. On May 14, 2015, the Executive Board of the GIEDC approved submission of the attached Economic Development Agreement to the Citizens Advisory Review Committee (CARC) for consideration and recommendation. The CARC met on June 4, 2015 and approved the request and Agreement for recommendation to the City Council for final action and approval.

## **Discussion**

GIX Logistics has submitted the required LB-840 application (see attached) for a forgivable loan in the amount of \$202,800.00. Proposed is the creation of 26 additional full-time equivalent (FTE) employees with 10 FTE's being hired for Freight Managers with an average hourly wage of \$16.83 and 16 FTE's hired for Inside Sales Representatives with an average hourly wage of \$18.03. Requested is \$3,300.00 per new employee for job training totaling \$85,800.00 to be paid within 60 days of the approval of the agreement and \$4,500.00 per new employee for job creation totaling \$117,000.00 to be paid over three years.

GIX Logistics currently has 32 employees. This company, located at 308 West 3<sup>rd</sup> Street, is an existing business of transportation, logistics, and distribution of goods across the country. GIX transports refrigerated goods, dry goods, and/or raw goods.

The company is expanding their existing facility and plans to recruit, hire, coach and retain the best possible candidates. The use of LB-840 funds would allow GIX to continue to hire high caliber employees to add new customers to their fast-paced business model, handle the increase in business, and contribute to the overall well-being of the community.

### **Alternatives**

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

1. Move to approve the Economic Development Agreement with GIX Logistics.
2. Do not approve the Economic Development Agreement with GIX Logistics.
3. Postpone the issue to future date.
4. Take no action on the issue.

### **Recommendation**

City Administration recommends that the Council consider the resolution authorizing the City to enter into the Economic Development Agreement with GIX Logistics.

### **Sample Motion**

Move to approve the resolution authorizing the City to enter into the Economic Development Agreement with GIX Logistics.



## GIX Logistics

308 West 3rd Street

Grand Island, Ne 68801

Tom Pirnie, CEO & Jim Pirnie, President

26 new jobs

\$17.50 per hour

(base salary, commission available based on performance)

Recommending

\$202,800

LB-840 funds

over 3 years

Vertically integrated,  
locally owned  
business

Over 75% of GIX  
customers are  
located outside  
Nebraska,  
generating money  
into the state

Leadership team  
contains nearly 70  
years of experience



## **Grand Island Area Economic Development Corporation**

### **LB-840 Application**

The Grand Island Area Economic Development Corporation's mission is to facilitate the creation of jobs and economic opportunities for the regional trade area.

### **Part I. GENERAL INFORMATION**

#### ***APPLICANT IDENTIFICATION***

Company Name: GIX Logistics

Mailing Address: PO Box 1845

City: Grand Island                      State: NE                      Zip Code: 68802

Phone: 308-398-8550

Applicant Website: [www.gixlogistics.com](http://www.gixlogistics.com)

Business Classification (select all that apply):

☐ New Business                      ☒ Expansion of Existing Business                      ☐ Spec Building                      ☐ Other  
☒ Corporation                      ☐ Partnership                      ☐ Proprietor                      ☐ Other

Is this the business's first venture in Grand Island / Hall County? Yes ☐ No ☒

Is this the business's first venture in Nebraska? Yes ☐ No ☒

Does the business have a parent or subsidiaries?  
(separate corporations but same stock holders with GIX Logistics, Grand Island Express, Grand Island Services and T&S Land) Yes ☐ No ☒

If yes, Name of Parent or Subsidiary Company:

Mailing Address:

City:                      State:                      Zip Code:

#### ***MAIN CONTACT INFORMATION***

Name: Jim Pirnie  
Business Representative

Connection to Business: Local

Mailing Address: PO Box 1845

Company Name: GIX Logistics  
Date: 5/1/15

Projected Completion  
5/1/18

Date Application Submitted: May 1, 2015

City: Grand Island

State: NE

Zip Code: 68802

Email Address: jpirnie@gixlogistics.com  
8550

Phone Number: 308-398-

## **Part II. PROJECT INFORMATION**

### **LOCATION**

Address of proposed project: 308 W 3rd Street Suite 2

The proposed project is located:

☒ Within Grand Island city limits

☐ Outside of city limits, but within a two (2) mile jurisdiction

☐ Outside the zoning jurisdiction of Grand Island

Do you currently own the land of proposed project:

Yes ☒

No ☐

Do you currently own the building of the proposed project:

Yes ☒

No ☐

### **JOB CREATION**

Current number of full time employees: 32

Number of new positions being created: 26

On a separate document, identify the employment positions being added,  
number of employees per position and wage per position.

Supporting documentation submitted:

Yes ☒

No ☐

Describe any benefit packages available to new employees: Health Insurance,  
401k, Profit Sharing, Dental and Vision Insurance, Paid Vacation, Six Paid Holidays

### **PROJECT SUMMARY**

On a separate document, provide a brief narrative describing the project for  
which LB-840 funds are being requested.

Narrative provided:

Yes ☒

No ☐

Company Name: GIX Logistics  
Date: 5/1/15

Projected Completion  
5/1/18

**PROJECT INVESTMENT**

|                                         |             |
|-----------------------------------------|-------------|
| Land purchase price:                    | \$ N/A      |
| New facility construction expense:      | \$ N/A      |
| Building purchase / renovation expense: | \$1,057,500 |
| New machinery / equipment expense:      | \$57,625    |
| Matching project funds:                 | \$ N/A      |
| Other:                                  | \$ N/A      |

**TOTAL INVESTMENT: \$1,115,125**

**SUPPORTING DOCUMENTATION**

Please include the following documents as attachments to the LB-840 application. The documents below must be submitted with your application to be considered complete.

|                                                                                                  |                                                      |                                    |
|--------------------------------------------------------------------------------------------------|------------------------------------------------------|------------------------------------|
| Business Plan <input checked="" type="checkbox"/>                                                | 3 year pro forma <input checked="" type="checkbox"/> |                                    |
| Financial Statements:                                                                            |                                                      |                                    |
| Profit/ Loss Summary <input checked="" type="checkbox"/>                                         | Balance Sheet <input checked="" type="checkbox"/>    | Cash Flow <input type="checkbox"/> |
| Executive summary outlining plans to use Grand Island LB-840 funds.<br>Narrative provided:       | Yes <input checked="" type="checkbox"/>              | No <input type="checkbox"/>        |
| Include a brief resume of management team to be placed in Grand Island.<br>Narrative provided:   | Yes <input checked="" type="checkbox"/>              | No <input type="checkbox"/>        |
| Submit a Grand Island Area Economic Development membership application.<br>Application submitted | Yes <input type="checkbox"/>                         | No <input type="checkbox"/>        |

**FOR ADMINISTRATIVE PURPOSES ONLY**

Based on new job creation information provided and the EDC's job creation matrix, the applicant is eligible for the following LB-840 funds.

Funds available per new job created:

Total LB-840 funds available to applicant:

**Company Name: GIX Logistics**  
**Date: 5/1/15**

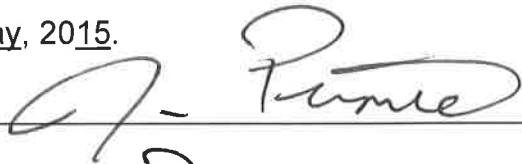
**Projected Completion**  
**5/1/18**

**PART III. SIGNATURES**

I hereby represent, this application and supporting information is accurate, and may be relied upon by representatives of the Grand Island Area Economic Development Corporations and the City of Grand Island.

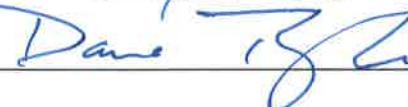
I further represent that there is no legal action underway or being contemplated that would impact the capacity of this company to effectively proceed with this project.

Dated this 1st day of May, 2015.

By:   
Its: Jim Pirnie

As the President of the Grand Island Area Economic Development Corporation, I hereby represent that I have received and reviewed this application and its supporting information requesting the City of Grand Island's LB-840 funds.

Dated this 1 day of May, 2015.

By:   
Its: DAVE TAYLOR

Company Name: GIX Logistics  
Date: 5/1/15

Projected Completion  
5/1/18



Date Application Submitted: May 1, 2015

**PART IV. APPROVAL OF AREA AGENCIES**

*Reviewed by the Grand Island Area Economic Development Elected Trustees*

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Date of review:

Comments:

Approved ☒

Disapproved ☐

Signature of Chairman:



*Reviewed by the Citizen's Review Committee*

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Date of Review:

June 4, 2015

Comments:

Approved ☒

Disapproved ☐

Signature of Chairman:



*Referred to the Grand Island City Council*

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Date of Review:

Comments:

Approved ☐

Disapproved ☐

Signature of Mayor:

Mayor Jeremy Jensen

Company Name: GIX Logistics  
Date: 5/1/15

Projected Completion  
5/1/18

## **Grand Island Area Economic Development Corporation**

### **Job Creation**

Below identifies and describes new jobs GIX Logistics (GIX) plans to create through the use of LB840 funds.

**Job Classification:** Freight Manager

**Number of added employees:** 10

**Starting wage per new employee:** \$16.83

**Description of job created:**

The Freight Manager is responsible for coordinating the shipments/transportation of goods between GIX staff, the GIX customer, and the freight driver. The coordination process begins with the Freight Manager identifying a transportation need. The Freight Manager then secures appropriate means of transportation based on shipment and customer needs; this could include, but is not limited to the handling of refrigerated food products, manufactured goods (furniture, automotive parts, etc...), and/or raw goods (steel coils, lumber, sand, etc...). The Freight Manager tracks delivery routes, customer service requirements, and secures a return shipment.

The Freight Manager must be knowledgeable and up to date on Department of Transportation (DOT) requirements and regulations.

**Job Classification:** Inside Sales Representative

**Number of added employees:** 16

**Starting wage per new employee:** \$18.03

**Description of job created:**

The Inside Sales position is responsible for generating new business for GIX utilizing market needs for processing, transporting, and sale of goods or commodities through interstate commerce.

**Company Name:** GIX Logistics

**Projected Completion Date:** 5/1/2018

## **Grand Island Area Economic Development Corporation**

### **Project Summary- Use of LB840 Funds**

**Brief narrative describing the project for which LB840 funds are requested:**

GIX not only wants to grow operationally (transportation, logistics, and distribution of goods), but also become a premier employer for the area's talented workforce. The premier employer status will encompass a good paying job and a healthy work-life balance.

GIX has set an internal growth goal of 25%, to be achieved year over year and in an organic fashion. The GIX team plans to recruit, hire, coach and retain the best possible candidates, utilizing area colleges and labor pool. The majority of GIX current employee base has a four-year bachelor's degree in Business Administration, Marketing, Communications, or other related field.

The use of LB840 funds will allow GIX to continue to hire high caliber employees to add new customers to their fast-pace business model, handle the increase in logistically business, and contribute to the overall well-being of the community.

**Company Name: GIX Logistics**

**Projected Completion Date: 5/1/2018**

## **Grand Island Area Economic Development Corporation Management Team**

Below identifies management team and experience at GIX Logistics (GIX).

**Tom Pirnie:** Chief Operating Officer  
40 years owning Grand Island Express, Grand Island Services, and  
T & S Land

**Jim Pirnie:** President  
13 years as President of GIX Logistics

**Mike Young:** Vice President  
6 years

**Paula Dush:** Chief Financial Officer  
7 years

**Chris Schwarz:** Director of Operations  
3 years

**Company Name: GIX Logistics**

**Projected Completion Date: 5/1/2018**

| Position                          | Number of Employees    | Ave. Wage P/HR      | Wages P/Year          | Consolidated Average Wage | GIX Logistics |
|-----------------------------------|------------------------|---------------------|-----------------------|---------------------------|---------------|
| Freight Manager                   | 10                     | \$ 16.83            | \$ 350,064.00         |                           |               |
| Inside Sales Representative       | 16                     | \$ 18.03            | \$ 600,038.40         |                           |               |
| <b>Totals</b>                     | <b>26</b>              |                     | <b>\$ 950,102.40</b>  | 17.56846154               |               |
| Average Wage                      | LB-840 Funding         | Min. Sustain Wage   | Economic Contribution | LB-840 Leverage           | GIX Logistics |
| \$ 15.00                          | \$ 2,000.00            | \$ 9.08             | \$ 31,200.00          | \$ 12,313.60              |               |
| \$ 15.50                          | \$ 2,500.00            | \$ 9.08             | \$ 32,240.00          | \$ 13,353.60              |               |
| \$ 16.00                          | \$ 3,000.00            | \$ 9.08             | \$ 33,280.00          | \$ 14,393.60              |               |
| \$ 16.50                          | \$ 3,500.00            | \$ 9.08             | \$ 34,320.00          | \$ 15,433.60              |               |
| \$ 17.00                          | \$ 4,000.00            | \$ 9.08             | \$ 35,360.00          | \$ 16,473.60              |               |
| <b>\$ 17.50</b>                   | <b>\$ 4,500.00</b>     | <b>\$ 9.08</b>      | <b>\$ 36,400.00</b>   | <b>\$ 17,513.60</b>       |               |
| \$ 18.00                          | \$ 5,000.00            | \$ 9.08             | \$ 37,440.00          | \$ 18,553.60              |               |
| \$ 18.50                          | \$ 5,500.00            | \$ 9.08             | \$ 38,480.00          | \$ 19,593.60              |               |
| \$ 19.00                          | \$ 6,000.00            | \$ 9.08             | \$ 39,520.00          | \$ 20,633.60              |               |
| \$ 19.50                          | \$ 6,500.00            | \$ 9.08             | \$ 40,560.00          | \$ 21,673.60              |               |
| \$ 20.00                          | \$ 7,000.00            | \$ 9.08             | \$ 41,600.00          | \$ 22,713.60              |               |
| \$ 20.50                          | \$ 7,500.00            | \$ 9.08             | \$ 42,640.00          | \$ 23,753.60              |               |
| \$ 21.00                          | \$ 8,000.00            | \$ 9.08             | \$ 43,680.00          | \$ 24,793.60              |               |
| \$ 21.50                          | \$ 8,500.00            | \$ 9.08             | \$ 44,720.00          | \$ 25,833.60              |               |
| \$ 22.00                          | \$ 9,000.00            | \$ 9.08             | \$ 45,760.00          | \$ 26,873.60              |               |
| \$ 22.50                          | \$ 9,500.00            | \$ 9.08             | \$ 46,800.00          | \$ 27,913.60              |               |
| \$ 23.00                          | \$ 10,000.00           | \$ 9.08             | \$ 47,840.00          | \$ 28,953.60              |               |
| \$ 23.50                          | \$ 10,500.00           | \$ 9.08             | \$ 48,880.00          | \$ 29,993.60              |               |
| \$ 24.00                          | \$ 11,000.00           | \$ 9.08             | \$ 49,920.00          | \$ 31,033.60              |               |
| \$ 24.50                          | \$ 11,500.00           | \$ 9.08             | \$ 50,960.00          | \$ 32,073.60              |               |
| \$ 25.00                          | \$ 12,000.00           | \$ 9.08             | \$ 52,000.00          | \$ 33,113.60              |               |
| \$ 25.50                          | \$ 12,500.00           | \$ 9.08             | \$ 53,040.00          | \$ 34,153.60              |               |
|                                   |                        |                     |                       |                           |               |
|                                   |                        |                     |                       |                           |               |
| Labor Training                    | Incentive Per Employee | Number of Employees | Total                 | Skill Leverage            | GIX Logistics |
|                                   |                        |                     |                       |                           |               |
| <b>Total Job Creation Dollars</b> | <b>4,500</b>           | <b>\$ 26.00</b>     | <b>\$ 117,000.00</b>  | <b>\$ 117,000.00</b>      |               |
| <b>Total Training Dollars</b>     | <b>3,300</b>           | <b>\$ 26.00</b>     | <b>\$ 85,800.00</b>   | <b>\$ 85,800.00</b>       |               |
| <b>Total Incentive Amount</b>     |                        |                     |                       | <b>\$ 202,800.00</b>      |               |

## ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into effective as of the \_\_\_\_ day of June, 2015 (the "Effective Date")**[NOTE: THIS DATE WILL BE THE DATE THAT THE PARTIES EXECUTE THE AGREEMENT AFTER IT IS APPROVED BY THE CITY AND SIGNED BY THE MAYOR. THE EDC AND GIX ARE BOTH PREPARED TO SIGN THE SAME DAY THAT THE MAYOR SIGNS ON BEHALF OF THE CITY]**, by and among the City of Grand Island, Nebraska (the "City"), the Grand Island Economic Development Corporation ("GIAEDC") and GIX Logistics, Inc., a Nebraska corporation ("Company") (City, GIAEDC and Company, each a "Party" and collectively, the "Parties").

### WITNESSETH:

WHEREAS, on May 1, 2015, Company filed an Application for Economic Development Incentives (the "Application") with City and GIAEDC;

WHEREAS, Company plans to expand its operations in Grand Island and intends to create twenty-six (26) additional full-time equivalent employees in Grand Island, with ten (10) of such full-time equivalent employees being hired as Freight Mangers and sixteen (16) of such full-time equivalent employees by hired as Inside Sales Representatives;

WHEREAS, City and GIAEDC find Company to be a qualifying business under the City's Economic Development Program, that the Company's project qualifies for economic development incentives under the Program, that the Company's project will be of substantial economic benefit to the people of Grand Island and the surrounding area, and the economic development incentive plan set forth in this Agreement constitutes a fulfillment of the major objectives of the City's Economic Development Plan;

WHEREAS, City and GIAEDC are willing to provide Company with \$85,800 in job training assistance and up to \$117,000 in job creation incentives at the times and upon the fulfillment of the conditions set forth in this Agreement; and

WHEREAS, in furtherance of the foregoing recitals, the Parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the respective meanings ascribed to them in this Section 1:

(a) "Additional Full Time Equivalents ("AFTEs")" shall mean the persons hired by the Company after the date of the Application as part of its expansion of operations in Grand Island as detailed in the recitals to this Agreement. The total number of AFTE's shall be determined by dividing the total number of hours the AFTE's worked at Company's facilities in Grand Island by two thousand and eighty (2,080).

(b) "Employment Certificate" shall mean a certificate for a defined period containing the sworn statement of a duly authorized representative of Company specifically setting forth compliance with the terms of this Agreement. The Employment Certificate shall contain the following information and adhere to the following terms: (i)

the total number of hours which AFTE's worked and received compensation at Company's facilities in Grand Island; and (ii) the hourly rate for all AFTE's which shall meet or exceed the Minimum Hourly Rate. Company agrees that upon receipt of written notice pursuant to the terms of this Agreement, Company shall allow the City Administrator or his designee to personally inspect Company's employment records as confirmation of the statements contained in the Employment Certificate.

(c) "Full-Time Equivalents" or "FTE's" shall mean persons employed by Company and working at its facilities in Grand Island as of the date of the Application. The total number of FTE's shall be determined by dividing the total number of hours Company employees worked at its facilities located in Grand Island by two thousand eighty (2,080).

(d) "Minimum Hourly Rate" shall mean a minimum of \$17.50 per hour of each AFTE employed as part of Company's expansion of its operations in Grand Island. The hourly rate shall be determined by dividing the total wages and salaries paid to AFTE's by two thousand eighty (2,080).

2. Employment Requirements. Company shall meet each of the following employment requirements:

(a) Company shall have a minimum of thirty-two (32) FTE's at its facilities in Grand Island as of the date of the Application;

(b) Company shall have a minimum of seven (7) AFTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate as of the first (1<sup>st</sup>) anniversary of the Effective Date;

(c) Company shall have a minimum of fifteen (15) AFTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate as of the second (2<sup>nd</sup>) anniversary of the Effective Date; and

(d) Company shall have a minimum of twenty-six (26) AFTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate as of the third (3<sup>rd</sup>) anniversary of the Effective Date.

3. Disbursement of LB 840 Funds for Job Training. Disbursement of the economic incentive funds as a forgivable economic development loan for job training shall be paid to Company by City in accordance with the following schedule:

(a) A disbursement for training AFTE's in the amount of Eighty-Five Thousand Eight Hundred and No/100 Dollars (\$85,800.00) representing Three Thousand Three Hundred and No/100 Dollars (\$3,300.00) for each AFTE shall be paid by City to Company within sixty (60) days of the approval this Agreement by the City Council;

(b) The maximum amount the City shall disburse to Company for job training shall be Eighty-Five Thousand Eight Hundred and No/100 Dollars (\$85,800.00); and

(c) Company agrees to provide City and GIAEDC evidence of expenditures of the training disbursement for training purposes on or before the first (1<sup>st</sup>) anniversary of the Effective Date.

4. Disbursement of LB 804 Funds for Job Creation. Company shall be eligible for disbursements of up to Four Thousand Five Hundred and No/100 Dollars (\$4,500.00) per AFTE for twenty-six (26) AFTE's for a total disbursement of One Hundred Seventeen Thousand and No/100 Dollars (\$117,000.00). Disbursement of the economic incentive funds as a forgivable economic development loan for job creation shall be paid to Company by City in accordance with the following schedule:

(a) A disbursement of Thirty-One Thousand Five Hundred and No/100 Dollars (\$31,500.00) shall be paid by City to Company within thirty (30) days of the first (1<sup>st</sup>) anniversary of the Effective Date provided that Company has delivered an Employment Certificate to City and GIAEDC evidencing that Company has at least seven (7) AFTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate.

(b) A disbursement of Thirty-Six Thousand and No/100 Dollars (\$36,000.00) shall be paid by City to Company within thirty (30) days of the second (2<sup>nd</sup>) anniversary of the Effective Date provided that Company has delivered an Employment Certificate to City and GIAEDC evidencing that Company has at least fifteen (15) AFTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate.

(c) A disbursement of Forty-Nine Thousand Five Hundred and No/100 Dollars (\$49,500) shall be paid by City to Company within thirty (30) days of the third (3<sup>rd</sup>) anniversary of the Effective Date provided that Company has delivered an Employment Certificate to City and GIAEDC evidencing that Company has at least twenty-six (26) AFTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate.

(d) The maximum amount City shall disburse to Company for job creation shall be One Hundred Seventeen Thousand and No/100 Dollars (\$117,000.00).

5. Total Disbursements. The maximum total amount City shall disburse to Company pursuant to this Agreement shall be Two Hundred Eight Thousand Eight Hundred and No/100 Dollars (\$208,800.00).

6. Company's Representations and Warranties. Company represents and warrants to City and GIAEDC as follows:

(a) Organization, Standing and Power. Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Nebraska and has the legal power to carry on its business as it is now being conducted.

(b) Authority. The execution, delivery and performance of this Agreement by Company has been duly and validly authorized and approved by all necessary legal action on the part of Company.

(c) Binding Agreement. This Agreement, when executed and delivered, will constitute the legal, valid and legally binding agreement of Company, enforceable against Company in accordance with its terms.

(d) No Conflict with Other Instruments or Agreements. The execution, delivery and performance of this Agreement by Company will not result in a breach or violation of, or constitute a default under any agreement to which Company is bound, and will not be in violation of any statute, judgment, order, rule or regulation of any court, or any federal, state or



other regulatory authority or governmental body having jurisdiction over Company in effect as of the Effective Date.

(e) No Brokers. Company has not retained or agreed to compensate any broker or finder in connection with the transactions contemplated by this Agreement.

(f) Operations. During the term of this Agreement, (i) Company shall maintain operations in Grand Island, Nebraska, and (ii) shall employ at least (A) thirty-two (32) FTE's as of the date of the Application, (B) thirty-nine (39) FTE's as of the first (1<sup>st</sup>) anniversary of the Effective Date, (C) forty-seven (47) FTE's as of the second (2<sup>nd</sup>) anniversary of the Effective Date, and (D) fifty-eight (58) FTE's as of the third (3<sup>rd</sup>) anniversary of the Effective Date.

In the event that Company breaches any of the foregoing representations and warranties, all amounts distributed by City to Company pursuant to this Agreement shall immediately become due and owing by Company to City and if unpaid shall accrue interest at the rate of eight percent (8%) per annum until such amounts are repaid in full.

7. Company's Obligation to Repay Funds. The Parties acknowledge and agree that the funds to be provided by City to Company pursuant to this Agreement are being provided in the form of an economic development loan and are subject to repayment in accordance with the terms and conditions of this Agreement if Company fails to perform its obligations under this Agreement. The Parties further acknowledge and agree that City shall forgive the entire economic development loan disbursed to Company representing a total of Two Hundred Two Thousand Eight Hundred and No/100 Dollars (\$202,800.00) upon Company meeting the following conditions:

(a) Company shall have complied with the terms and provisions of Sections 2-6 of this Agreement in all respects; and

(b) If Company remains in compliance with the terms and provisions of Sections 2-6 of this Agreement in all respects, the economic development loan will be forgiven pursuant to the following schedule:

(i) On the third (3<sup>rd</sup>) anniversary of the Effective Date, one-half (1/2) or One Hundred One Thousand Four Hundred and No/100 Dollars (\$101,400.00) of the economic development loan shall be forgiven; and

(ii) On the fourth (4<sup>th</sup>) anniversary of the Effective Date, one-half (1/2) or One Hundred One Thousand Four Hundred and No/100 Dollars (\$101,400.00) of the economic development loan shall be forgiven.

8. Default. In the event that Company fails to comply with any of the terms of this Agreement, City or GIAEDC may declare Company to be in breach. Any such declaration shall be in writing and delivered to Company at its last known address. In the event that City or GIAEDC declare Company to be in breach, all amounts distributed by City to Company pursuant to this Agreement shall immediately become due and owing by Company to City and if unpaid shall accrue interest at the rate of eight percent (8%) per annum until such amounts are repaid in full.

9. Actions after Effective Date. From time to time after the Effective Date, without further consideration, each of the Parties will execute and deliver such documents and

instruments as any other Party shall reasonably request to give full effect to the transactions contemplated by this Agreement.

10. Term. This Agreement (and all representations, covenants, agreements, obligations and warranties of Company, City and the GIAEDC contained in this Agreement), shall remain in full force and effect until the earlier of the date that (a) the entire economic development loan has been forgiven pursuant to Section 7, or (b) Company has repaid all amounts provided to Company pursuant to this Agreement (in the event Company breaches its obligations under this Agreement) (such date, the "Termination Date"). From and after the Termination Date, this Agreement shall be of no further force or effect and no Party shall have any further obligations pursuant to this Agreement.

11. Amendment. No amendment or modification of this Agreement shall be binding on any Party unless the same shall be in writing and signed by all Parties.

12. Communication. Company agrees to inform City and GIAEDC of any changes in Company's address, telephone number, email address or leadership within three (3) business days of such changes. Company also agrees to fully respond within fifteen (15) calendar days to any request for information from City and/or GIAEDC related to Company's compliance with the terms of this Agreement. All responses to inquiries shall be in writing and provided to City and GIAEDC at the following addresses:

Grand Island City Administrator  
100 East First Street  
P.O. Box 1968  
Grand Island, NE 68802-1968  
[Cityadministrator@grand-island.com](mailto:Cityadministrator@grand-island.com)

Grand Island Area Economic Development Corporation  
123 North Locust Street, Suite 201B  
P.O. Box 1151  
Grand Island, NE 68802  
[mberlie@grandisland.org](mailto:mberlie@grandisland.org)

13. Indemnification. Company agrees to indemnify, defend and hold City, GIAEDC and their employees, officers, directors, agents, attorneys, affiliates and their respective successors and assigns (collectively, the "Indemnified Parties") harmless from and against any and all loss, liability, obligation, damage, penalty, judgment, claim, deficiency and expense (including interest, penalties, attorneys' fees and amounts paid in settlement) to which the Indemnified Parties may become subject arising out of or based upon a breach or default by Company of this Agreement.

14. Expenses. The Parties shall all pay their respective expenses incident to the preparation, execution and consummation of this Agreement.

15. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and assigns (including, without limitation, any purchaser of, or successor to, Company whether by stock purchase, asset purchase, merger, consolidation, reorganization, liquidation or any other type of transaction).

16. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be

ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

17. Non-Waiver. Waiver of or acquiescence by City and/or GIAEDC in any default by Company, or any failure of City and/or GIAEDC to insist upon strict performance by Company of any warranties, agreements or other obligations contained in this Agreement shall not constitute a waiver of any subsequent or other default, failure or waiver of strict performance, whether similar or dissimilar.

18. Relationship of Parties. The Parties have entered into this Agreement solely for the purposes set forth in this Agreement. Nothing contained in this Agreement shall be construed to create or imply any (a) partnership or joint venture by or among of the Parties, or (b) any principal and agency relationship by or among the Parties.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Nebraska, without giving effect to its conflict of laws principles.

20. Entire Agreement. This Agreement and the documents referred to in this Agreement constitute the entire agreement of the Parties respecting the subject matter contained in this Agreement and supersede any prior offers, understandings, agreements or representations by and between the Parties, written or oral, which may have related to the subject matter of this Agreement in any way.

21. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but which together shall constitute the same instrument.

**[The Remainder of This Page Intentionally Left Blank; Signature Page to Follow.]**

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first above written.

GIX Logistics, Inc., a Nebraska corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

City of Grand Island, Nebraska

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Grand Island Area Economic Development  
Corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

RESOLUTION 2015-163

WHEREAS, on November 6, 2012, the City of Grand Island adopted an Economic Development Program and a Citizens Advisory Review Committee to oversee the process of approving applications for economic development incentives; and

WHEREAS, GIX Logistics has applied for a forgivable loan for job creation and training in the amount of \$202,800.00 from the Grand Island Area Economic Development Corporation in accordance with the Economic Development Program; and

WHEREAS, such application has been approved by the executive committee of the Economic Development Corporation on May 14, 2015 and was approved on June 4, 2015 by the Citizens Advisory Review Committee; and

WHEREAS, GIX Logistics will be required to meet or exceed employment numbers and employee salary levels as outlined in the Economic Development Agreement to retain all of the economic incentives granted under the agreement; and

WHEREAS, it is in the best interests of the City to provide economic development funding to GIX Logistics as provided by the Grand Island Economic Development Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Economic Development Agreement by and between the City, the Grand Island Area Economic Development Corporation and GIX Logistics, to provide \$202,800.00 in economic assistance to GIX Logistics to be used for expanding its business in Grand Island, 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, June 23, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ☐ _____         |
| June 19, 2015       | ☐ City Attorney |



# City of Grand Island

Tuesday, June 23, 2015

Council Session

## Item I-3

### **#2015-164 - Consideration of Approving Amendment to Redevelopment Plan Area 1 located at 308-312 West 3rd Street**

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

Staff Contact: Chad Nabity

## RESOLUTION 2015-164

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. 1 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 | ▣ _____         |
| June 19, 2015       | ▣ City Attorney |

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 1 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.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 23, 2015.

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, June 23, 2015

Council Session

## Item I-4

**#2015-165 - Consideration of Approving Architectural Services for the Utilities Customer Service Building**

Staff Contact: Tim Luchsinger, Utilities Director

# **Council Agenda Memo**

**From:** Timothy Luchsinger, Utilities Director  
William Clingman, Interim Finance Director  
Craig Lewis, Building Department Director  
Stacy Nonhof, Assistant City Attorney

**Meeting:** June 23, 2015

**Subject:** Architectural Services for Utilities Customer Service Building

**Item #'s:** I-4

**Presenter(s):** Timothy Luchsinger, Utilities Director  
William Clingman, Interim Finance Director

## **Background**

In support of its financial operation requirements, the Utilities Department provides the majority of funding for the Finance Department. Included in these financial operations are customer services such as receiving billing payments, account starts, stops, and transfers, and answering other account questions from customers.

While the billing system with these functions was recently replaced and allows significant improvements for customers to perform these transactions electronically or by phone, many customers still choose to conduct their business in person. The customer service area currently in City Hall, including the parking area, does not provide appropriate traffic patterns to adequately serve the walk-in demand during peak capacity periods. Ingress and egress to the two customer service windows are at the narrowest point of the entry hallway and waiting lines often extend back into the entrance doors. The parking area is not large enough to provide sufficient parking and often customers double park along the parking lot curbs, further impacting the traffic flow. Both of these issues impact visitors to City Hall that are trying to conduct business with other City Departments.

The Finance Department recently addressed staffing improvements with Council to improve customer service, and included were discussions regarding the construction of a new Utilities Customer Service Building. This building is proposed to be located at the southeast corner of First and Sycamore Streets on property currently owned by the City.

The costs of the building are proposed to be paid by Utilities Enterprise Funds in support of its customer service operations.

## **Discussion**

A Request for Proposal for Architectural Services for a new customer service building was developed by City staff and issued in accordance with City purchasing requirements.

The services were to be provided in three phases, a conceptual design phase, a detailed design phase to produce specifications and plans for construction bids, and a construction management phase. Proposals were received by two firms and reviewed by Finance, Building, and Utilities Department representatives based on factors of company and personnel experience, proposal responsiveness, pricing, and commercial terms. The review team consensus is that the proposal from Davis Design of Lincoln, Nebraska provided the best combination of these factors for the architectural services required for the new customer service building. It is the recommendation of the review team that the Letter Form of Agreement with Davis Design be accepted for the Architectural Services Project 2015-AS-2 and that they be authorized to proceed in Phase 1 of the project for a not-to-exceed fee of \$7,875.00. The proposed fees of \$23,862.00 for Phase 2 and 1.5% of construction costs for Phase 3 would be subject to Council approval at later dates.

## **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 Architectural Services Project 2015-AS-2 to Davis Design of Lincoln, Nebraska and authorization to proceed on Phase 1 of the project for a not-to-exceed fee of \$7,875.00.

## **Sample Motion**

Move to approve the award of Architectural Services Project 2015-AS-2 to Davis Design of Lincoln, Nebraska and authorization to proceed on Phase 1 of the project for a not-to-exceed fee of \$7,875.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
ARCHITECTURAL SERVICES PROJECT 2015-AS-2**

**RFP DUE DATE:** June 16, 2015 at 4:00pm

**DEPARTMENT:** Utilities Department

**PUBLICATION DATE:** May 21, 2015

**NO. POTENTIAL BIDDERS:** 5

**SUMMARY OF PROPOSALS RECEIVED**

**Professional Associates Ltd.**  
Omaha, NE

**Davis Design**  
Lincoln, NE

cc: Tim Luchsinger, Utilities Director  
Marlan Ferguson, City Administrator

Stacy Nonhof, Assistant City Attorney  
William Clingman, Interim Finance Director

**P1819**



ARCHITECTURE  
ENGINEERING  
INTERIOR DESIGN

Principals:

JON P. DALTON, PE  
MICHAEL D. MARSH, AIA  
MATTHEW C. METCALF, AIA  
WADE W. STANGE, AIA  
MICHAEL A. WACHAL, PE

SENIOR ASSOCIATES:

J. EDWARD BUKACEK, AIA  
DAN L. HEMSATH  
BRYCE G. JOHNSON, MS PE  
JAMES K. LUEDKE, PE  
RENEE M. SHEIL  
BRANDON M. SIRE, PE  
GREGORY T. SMITH, AIA  
DARIN D. SPERLING, PE  
LEROY SVATORA, AIA

LINCOLN:

1221 N STREET, STE. 600  
LINCOLN, NEBRASKA 68508  
PHONE: (402) 476-9700  
FAX: (402) 476-9722

OTHER LOCATIONS:

VERMILLION, SOUTH DAKOTA

[www.davisdesign.com](http://www.davisdesign.com)

June 19, 2015

Mr. Tim Luchsinger  
Utilities Director  
City of Grand Island  
100 E. 1<sup>st</sup> Street  
Grand Island, Nebraska 68801

**RE:    *Utilities Service Center  
Agreement for Professional Fees  
Phase 1 – Programming and Schematic Design***

Dear Mr. Luchsinger:

This letter will serve as our Form of Agreement between the Owner (The City of Grand Island, Nebraska) and the Architect (Davis Design) regarding the above referenced project.

The Architect agrees to provide the following professional services to the Owner:

Compensation shall be on the basis of an hourly rate for those persons directly involved with the project up to a top limit of \$7,785.00 which will not be altered without the express consent of the Owner.

Approximate hourly rates for services are as follows:

|                                     |                        |
|-------------------------------------|------------------------|
| <b><i>Principal</i></b> .....       | <b><i>\$175.00</i></b> |
| <b><i>Project Manager</i></b> ..... | <b><i>\$150.00</i></b> |
| Project Architect .....             | \$125.00               |
| Architect .....                     | \$115.00               |
| Architectural Designer.....         | \$ 85.00               |
| Structural Engineer .....           | \$150.00               |
| Structural Designer .....           | \$ 85.00               |
| Mechanical Engineer .....           | \$130.00               |
| Mechanical Designer .....           | \$115.00               |
| Electrical Engineer .....           | \$125.00               |
| Electrical Designer .....           | \$ 95.00               |
| CAD Technician .....                | \$ 80.00               |
| Interior Designer.....              | \$ 80.00               |
| Construction Administrator .....    | \$ 95.00               |
| Administrative .....                | \$ 60.00               |

Page 2  
Mr. Tim Luchsinger  
June 19, 2015

Normal and customary reimbursable expenses limited to travel, printing, meals and communication are included in the Architect's compensation.

This agreement represents the entire agreement between the Owner and the Architect and supersedes all prior negotiations or representations. The Owner and the Architect bind themselves and their successors to this agreement.

Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against the Owner or Davis Design.

This Agreement shall commence on the date it has been Approved and Accepted by Owner and Architect. Either party may terminate this agreement after not less than seven days notice. In the event of terminations not the fault of the Architect, the Architect shall be compensated for the services performed prior to the termination.

All documents produced by Davis Design under this agreement shall remain the property of Davis Design and may not be used for any other endeavors without the consent of Davis Design.

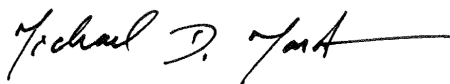
If the scope of the project or of the Architect's services is changed materially, the amounts of compensation shall be adjusted.

If the terms and conditions of this Agreement is acceptable to you, please indicate your approval where indicated below.

Thank you for the opportunity to be of service to you and The City of Grand Island.

Sincerely,

**DAVIS DESIGN, INC.**



Michael D. Marsh, AIA, LEED AP  
Architect / Principal

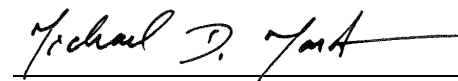
**APPROVED AND ACCEPTED:**

**OWNER:**

\_\_\_\_\_  
Name of Client

\_\_\_\_\_  
Date

**ARCHITECT:**



\_\_\_\_\_  
Davis Design, Inc.

**06/19/2015**

\_\_\_\_\_  
Date

RESOLUTION 2015-165

WHEREAS, in support of its financial operation requirements, the Utilities Department provides the majority of funding for the Finance Department; and

WHEREAS, the customer service area currently in City Hall, including the parking area, does not provide appropriate traffic patterns to adequately serve the walk-in demand during peak capacity periods; and

WHEREAS, the Finance Department recently addressed staffing improvements with Council to improve customer service, and included were discussions regarding the construction of a new Utilities Customer Service Building, and

WHEREAS, a Request for Proposal for architectural services for a new customer service building was developed by City staff and issued in accordance with City purchasing requirements, and

WHEREAS, Proposals were received by two firms and reviewed by Finance, Building, and Utilities Department representatives based on factors of company and personnel experience, proposal responsiveness, pricing, and commercial terms, and the review team consensus is that the proposal from Davis Design of Lincoln, Nebraska provided the best combination of these factors for the architectural services required for the new customer service building.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Council accepts the Letter Form of Agreement between Davis Design of Lincoln, Nebraska and the City of Grand Island for the Architectural Services Project 2015-AS-2 and that Davis Design is authorized to proceed to Phase 1 of the project for a not-to-exceed fee of \$7,875.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 23, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ☐ _____         |
| June 19, 2015       | ☐ City Attorney |





# City of Grand Island

Tuesday, June 23, 2015

Council Session

## Item J-1

### **Approving Payment of Claims for the Period of June 10, 2015 through June 23, 2015**

*The Claims for the period of June 10, 2015 through June 23, 2015 for a total amount of \$8,311,019.77.  
A MOTION is in order.*

Staff Contact: William Clingman