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# City of Grand Island



**Tuesday, September 22, 2015**  
**Council Session Packet**

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**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**

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**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.

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**Invocation - Pastor John Hayes, Grace Baptist Church, 1115 South Vine Street**

**Pledge of Allegiance**

**Roll Call**

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### **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.

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### **B - RESERVE TIME TO SPEAK ON AGENDA ITEMS**

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





# City of Grand Island

Tuesday, September 22, 2015

Council Session

## Item D-1

### **#2015-BE-8 - Consideration of Determining Benefits for Water Main District 414T - Starlite Subdivision Lots 1 & 2**

*Council action will take place under Resolutions item I-3.*

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

**From:** Timothy Luchsinger, Utilities Director

**Meeting:** September 22, 2015

**Subject:** Water Main District 414T – State Street

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

## **Background**

Water Main District 414T was built in 1994 within State Street, between North Road and Diers Avenue. The work was done in order to provide municipal water service to the area as it began to be developed. The district was done as a connection fee (tap) district which is the City's standard method of installing mains in undeveloped areas. Customers are not charged for the cost of the main until they "tap" the main for service.

Upon completion of the construction work, the Council sits as a Board of Equalization to establish the fees for each property within the district's boundary. The BOE for Water Main District 414T was held on November 28, 1994. At that time, the majority of the properties in the district consisted of large tracts of land that were rural in nature. Subdivided developments were only in the planning stages.

One of those tracts of land has recently been subdivided and the individual lots need to have the appropriate connection fees re-established.

## **Discussion**

At the time Water Main District 414T was completed, a tract of farm land within the district was owned by Susan D. Drummond, ETAL, being located adjacent to the south side of State Street in part of the SE ¼, SW ¼ Section 12-11-10.

The original connection fee to the Drummond tract was \$34,534.78. This was based on 1,243.17 feet of front footage and connection fee of \$27.7796 per foot. That tract has recently been subdivided as Starlite Subdivision consisting of two lots and a new public street. It is recommended the connection fee be proportionally split between the current two lots with a new connection fee of \$29.29805 per front foot.

Description	Frontage	Fee
Lot 1, Starlight Subdivision	588.00 ft.	\$17,227.25
Lot 2, Starlite Subdivision	590.74 ft.	\$17,307.53
TOTAL		\$34,534.78

Attached for reference are:

- Water Main District 414T's boundary plat
- Resolution 94-BE-006 indicating the district original connection fees
- Starlight Subdivision plat

### **Alternatives**

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

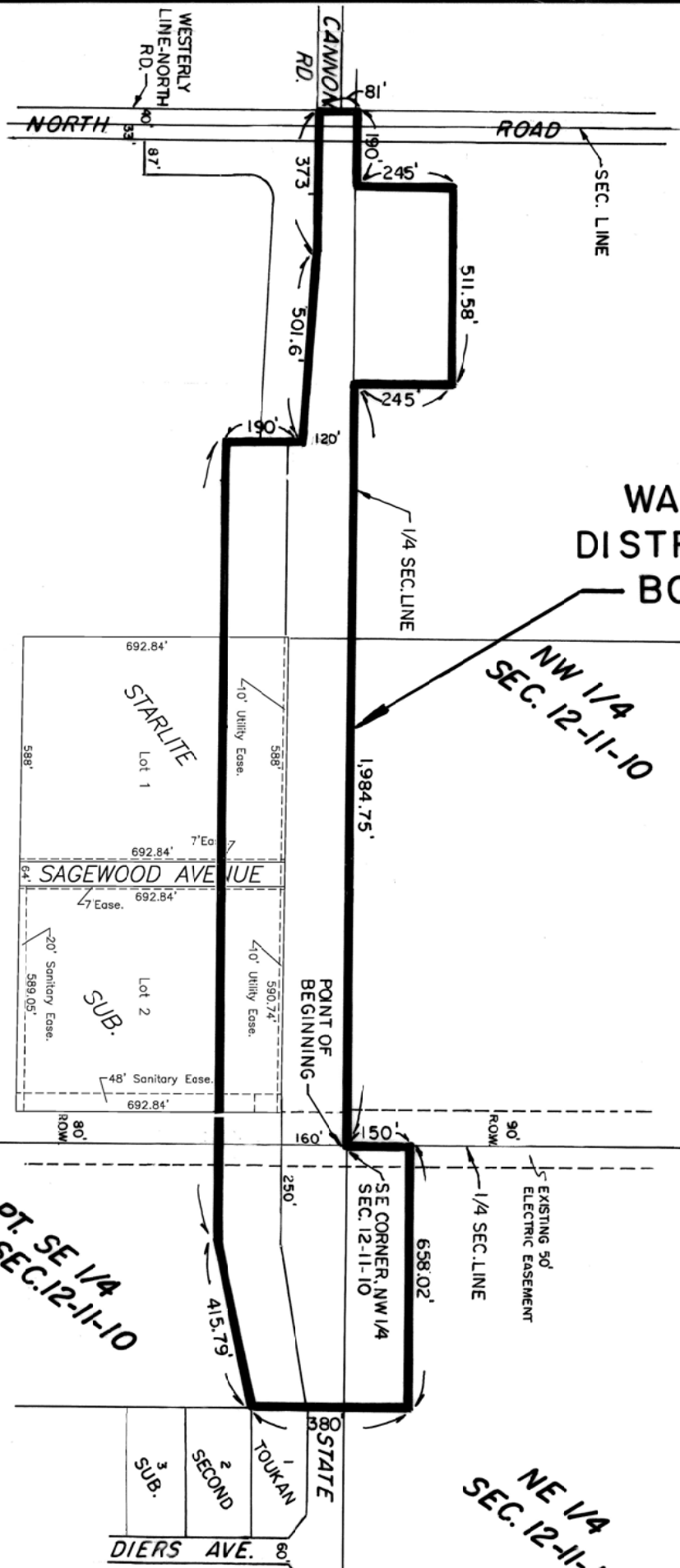
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

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

### **Sample Motion**

Move to sit as a Board of Equalization to establish the connection fees for the properties within Water Main District 414T.



	
CITY OF <b>Grand Island</b>	
UTILITIES DEPARTMENT	
<b>EXHIBIT "A"</b>	

# RESOLUTION 94-BE-006

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Water Main District No. 414T, 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 \$99,120.17; and

Such benefits are equal and uniform; and

According to the front foot and area of the respective lots, tracts, and real estate within such Water Main District No. 414T, such benefits are the sums set opposite the several descriptions as follows:

NAME	LOT	ADDITION	AMOUNT
Bob R. & Karen L. Nagel	--	Pt. SW ¼, NW ¼ of 12-11-10	4,166.94
Jerome Niedfelt	--	Pt. NW ¼ NW ¼ of 12-11-10	10,044.55
Little B's Corp.	--	Pt. SW ¼ SW ¼ of 12-11-10	13,616.73
Susan K. Drummund, Anne L. Scheible, Mary L. Callahan, Julia J. Pierrottet, Elizabeth L. Geringer	--	Pt. SE ¼ SW ¼ of 12-11-10	34,534.78
Katherine Ann Maurer Hilker	--	Pt. SW ¼ NE ¼ of 12-11-10	1,388.98
Menard, Inc.	1	Menard Subdivision	12,723.63
Tree House Inc.	1	Cherry Tree Villa Sub.	2,788.52
Tree House, Inc.	2	Cherry Tree Villa Sub.	5,401.75
Tree House, Inc.	3	Cherry Tree Villa Sub.	694.49
Tree House, Inc.	4	Cherry Tree Villa Sub.	1,280.36
Tree House, Inc.	5	Cherry Tree Villa Sub.	5,745.66
Tree House, Inc.	6	Cherry Tree Villa Sub.	2,566.84
Total			\$99,120.17

Approved as to Form  
November 22, 1994  
City Attorney

D94\0008-012


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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 28, 1994.

  
Cindy K. Cartwright, City Clerk

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Approved as to Form	✓	
November 22, 1994	▲	City Attorney



R E S O L U T I O N    2015-BE-8

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Water Main District 414T, Lots 1 & 2 Starlite Subdivision, 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 \$34,534.78; and

Such benefits are equal and uniform; and

According to the area of the respective lots, tracts, and real estate within such Water Main District No. 414T such benefits are the sums set opposite the several descriptions as follows:

Name	Parcel No.	Description	Connection Fee
HC of Grand Island, LLC, a NE Limited Liability Co. 11717 Burt Street Suite 102 Omaha NE 68154	400149967	Lot 1, Starlite Subdivision	\$17,227.25
HC of Grand Island, LLC, a NE Limited Liability Co. 11717 Burt Street Suite 102 Omaha NE 68154	400149968	Lot 2, Starlite Subdivision	\$17,307.53
<b>TOTAL All Connection Fees</b>			<b>\$34,534.78</b>

BE IT FURTHER RESOLVED that the special benefits as determined by this resolution shall not be levied as special assessments, but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6,103,R.R.S. 1943. A connection fee in the amount of the above benefit accruing to Lot 1 and Lot 2, Starlite Subdivision, in the district shall be paid to the City of Grand Island at the time such property becomes connected to the water main. No property benefited as determined by this resolution shall be connected to the water main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2015.

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

Attest:

\_\_\_\_\_  
Approved as to Form    ☐ \_\_\_\_\_  
September 18, 2015    ☐ City Attorney



RaNae Edwards, City Clerk

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# City of Grand Island

Tuesday, September 22, 2015

Council Session

## Item D-2

**#2015-BE-9 - Consideration of Determining Benefits and Levy Special Assessments for Webb Road Street Improvement District No. 1260; South Webb Road Extending North from Stolley Park Road to Union Pacific Railroad Tracks**

*Council action will take place under Ordinances item F-2.*

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

# **Council Agenda Memo**

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

**Meeting:** September 22, 2015

**Subject:** Consideration of Determining Benefits and Levy Special Assessments for Webb Road Street Improvement District No. 1260; South Webb Road Extending North from Stolley Park Road to Union Pacific Railroad Tracks

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

## **Background**

The Certificate of Final Completion for Webb Road Street Improvement District No. 1260; South Webb Road extending north from Stolley Park Road to Union Pacific Railroad tracks was approved by City Council on August 25, 2015, via Resolution No. 2015-227; with September 22, 2015 set as the date for Council to sit as the Board of Equalization. The Diamond Engineering Company of Grand Island, Nebraska was hired to perform such work in the amount of \$1,361,451.80. Work was completed at a price of \$1,326,048.24; with additional costs of \$285,655.01, all detailed below.

Original Bid	\$ 1,361,451.80
Change Order No. 1	\$ 13,057.00
Underruns	\$ (48,460.56)
<b>Sub Total (Construction Price) =</b>	<b>\$ 1,326,048.24</b>
Additional Costs:	
Public Works Engineering - (Design Engineering)	\$ 99,500.00
Olsson Associates - (Construction Engineering)	\$ 123,942.03
The Grand Island Independent - (advertising)	\$ 124.34
Cornerstone Bank - (Project Bond Interest)	\$ 7,146.77
Hall County Register of Deeds - (filing fees)	\$ 56.00
City of Grand Island – (water main lowering)	\$ 2,922.47
Rinker Materials & Ronald J. Vlach – (easements)	\$ 11,838.00
Quality Signs – (detour signs)	\$ 560.00
Rinker Materials – (storage slab)	\$ 39,565.40
<b>Sub Total of Additional Costs =</b>	<b>\$ 285,655.01</b>
<b>TOTAL COST =</b>	<b>\$ 1,611,703.25</b>

The difference of the total project cost of \$1,611,703.25 and the assessable amount of \$1,513,175.50, is the credit given to property owners for existing street right-of-way, as detailed below.

2 <sup>nd</sup> Street Right-of-Way credit	\$19,193.71
Lester Street Right-of-Way credit	\$12,795.82
Bachman Street Right-of-Way credit	\$12,795.82
South Street Right-of-Way credit	\$53,742.40
<b>Total Street Right-of-Way credit</b>	<b>\$98,527.75</b>

All work has been completed and special assessments have been calculated for the improvements.

Nebraska Revised Statute Section 16-622 states, "The cost of making such improvements of the streets and alleys within any street improvement district shall be assessed upon the lots and lands in such district specially benefited thereby in proportion to such benefits."

- Paving Assessment Districts are either petitioned by property owner(s) or ordered via an Ordinance by City Council
- Although each district must be reviewed individually, the same basic principles are generally used in each case. The assessable area, or district boundary, is usually established by including all property which extends back from the improved street half way to the next parallel street. 300 feet as the maximum limit for this distance.
- Improvements due to street widths over 37 feet for residential streets and 41 feet commercial streets are not assessed to property owners
- Replacement costs for existing paving are not included in assessment costs

Nebraska Revised Statute Section 16-633 states, "If, in any city of the first class, there shall be any real estate belonging to any county, school district, city, municipal or other quasi-municipal corporation abutting upon the street, avenue or alley whereon paving or other special improvements have been ordered, it shall be the duty of the county board, board of education or other proper officers to pay such special taxes".

- In looking back at the history of paving assessments since 2001, City owned assessed property has been paid for out of the Capital Improvements Fund.

## **Discussion**

The costs for this project will be assessed to the adjacent property. The payments are spread over ten (10) years at 7% simple interest. The first payment of principle only at 1/10<sup>th</sup> 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 owners and sent a reminder letter advising them that the BOE is scheduled for September 22, 2015 and the first payment will be due shortly after.

The final assessment for each lot is listed in both the Resolution and Ordinance for this item.

## **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 meet as the Board of Equalization to determine benefits and pass an ordinance to levy Special Assessments to the individual properties.

## **Sample Motion**

(Sample Motion for the Board of Equalization)

Move to approve the resolution establishing benefits for Webb Road Street Improvement District No. 1260; South Webb Road extending north from Stolley Park Road to Union Pacific Railroad tracks

(Sample Motion for the Ordinance)

Move to approve the ordinance levying the assessments for Webb Road Street Improvement District No. 1260; South Webb Road extending north from Stolley Park Road to Union Pacific Railroad tracks.

STATE OF NEBRASKA

COUNTY OF HALL

) ss  
)

**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 September 3, 2015; she mailed copies of the "Notice of Board of Equalization Hearing – Webb Road Street Improvement District No. 1260; South Webb Road Extending North from Stolley Park Road to Union Pacific Railroad Tracks", which notice was first published in the Grand Island Independent on September 1, 2015, to the following named parties:

City of Grand Island  
PO Box 1968  
Grand Island, NE 68802

James A & Carol J Stauss  
3244 Bachman  
Grand Island, NE 68803

\*Mead Building Centers of Grand Island  
PO Box 878  
Columbus, NE 68602-0878

Island Indoor Climate, LLC  
1415 S Webb Rd  
Grand Island, NE 68803

Dinsy, LLC  
3312 W Stolley Park Rd  
Grand Island, NE 68803

Robert & Mary L Brenton  
1423 S Webb Rd  
Grand Island, NE 68803

Dinsy, LLC  
1919 W LaMar Ave  
Grand Island, NE 68803

Mary L Brenton  
1423 S Webb Rd  
Grand Island, NE 68803

Judy D Hansen  
Julie D Johnson  
1609 Stagecoach Rd  
Grand Island, NE 68801

\*Lyman-Richey Corporation  
4315 Cuming St  
Omaha, NE 68131

KPT, Inc.  
3602 W 2<sup>nd</sup> St  
Grand Island, NE 68803

Dobesh Land Leveling, LLC  
Gregory Dobesh  
3500 W 2<sup>nd</sup> St  
Grand Island, NE 68803

1321 Webb Road, LLC  
% Axis Capital, Inc.  
308 N Locust  
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: September 3, 2015

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

Subscribed and sworn to before me this 3<sup>rd</sup> date September, 2015.

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



ORDINANCE NO. \_\_\_\_\_

An ordinance assessing and levying a special tax to pay the cost of Webb Road Street Improvement District No. 1260; South Webb Road Extending North from Stolley Park Road to Union Pacific Railroad Tracks 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 Webb Road Street Improvement District No. 1260; South Webb Road Extending North from Stolley Park Road to Union Pacific Railroad Tracks, 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:

Parcel No.	Owner	Legal Description	Assessment by Frontage
400150638	City of G I	Lot 1, Highway 281 Estates	\$ 389,952.30
400150441	Mead Building Centers of Grand Island	Lot 2, Highway 281 Estates	\$ 140,753.91
400150654	Dinsy, LLC	Lot 1, Dinsdale Subdivision	\$ 19,193.71
400150646	Dinsy, LLC	Lot 2, Dinsdale Subdivision	\$ 255,340.38
400150433	Judy D Hansen / Julie D Johnson	Miscellaneous Tracts 24-11-10 PT SE ¼ 3.90 Acr	\$ 3,134.97
400146630	KPT, Inc.	Miscellaneous Tracts 20-11-9 PT NW ¼ SW ¼ & PT Sec 19-11-9 .98 Acr	\$ 26,302.43
400013533	Dobesh Land Leveling, LLC	Lot 8, Bachman & Lester Subdivision	\$ 40,889.01
400013460	Dobesh Land Leveling, LLC	All of Lots 6 & 7 & Part of Lot 8, Bachman & Lester Subdivision	\$ 8,374.86

Approved as to Form    ☐ \_\_\_\_\_  
September 3, 2015    ☐ City Attorney

ORDINANCE NO. \_\_\_\_\_ (Cont.)

400013487	1321 Webb Road, LLC % Axis Capital, Inc.	Lot 9, Bachman & Lester Subdivision	\$ 54,443.61
400013495	Dobesh Land Leveling, LLC	All of Lot 10 & Part of Lots 11 & 12, Bachman & Lester Subdivision	\$ 1,857.95
400095475	1321 Webb Road, LLC % Axis Capital, Inc.	Lot 1, Stoltenberg Subdivision	\$ 54,499.91
400013525	James A & Carol J Stauss	Lot 19, Bachman & Lester Subdivision	\$ 1,801.65
400013576	Island Indoor Climate, LLC	W 159' N ½ of Lot 20, Bachman & Lester Subdivision	\$ 22,674.17
400013541	Robert & Mary L Brenton	E 72' N ½ of Lot 20, Bachman & Lester Subdivision	\$ 2,098.51
400013568	Mary L Brenton	S ½ of Lot 20, Bachman & Lester Subdivision	\$ 25,392.00
400013606	Lyman-Richey Corporation	Lot 25, Bachman & Lester Subdivision	\$ 49,235.72
400013517	Lyman-Richey Corporation	Lot 2, Wilson Concrete Subdivision	\$ 3,285.97
400492277	City of Grand Island	Part of the North Portion, Grand Island City Cemetery Addition	\$ 413,944.44

\$ 1,513,175.50

SECTION 2. The special tax shall become delinquent as follows: One-tenth of the total amount shall become delinquent in ten days; one-tenth in one year; one-tenth in two years; one-tenth in three years; one-tenth in four years; one-tenth in five years; one-tenth in six years; one-tenth in seven years; one-tenth in eight years; one-tenth in nine 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.



ORDINANCE NO. \_\_\_\_\_ (Cont.)

Enacted: September 22, 2015

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

Attest:

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

## R E S O L U T I O N    2015

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Webb Road Street Improvement District No. 1260; South Webb Road Extending North from Stolley Park Road to Union Pacific Railroad Tracks, after due notice having been given thereof, that we find and adjudge:

That total project cost is \$1,611,703.25, with benefits accruing to the real estate in such district to be the total sum of \$1,513,175.50; and

Such benefits are based on Webb Road Street Improvement District No. 1260; South Webb Road Extending North from Stolley Park Road to Union Pacific Railroad Tracks at the adjacent property; and

According to the actual cost of Webb Road Street Improvement District No. 1260; South Webb Road Extending North from Stolley Park Road to Union Pacific Railroad Tracks adjacent to the respective lots, tracts, and real estate within such paving district area, such benefits are the sums set opposite the description as follows:

<b>Parcel No.</b>	<b>Owner</b>	<b>Legal Description</b>	<b>Assessment by Frontage</b>
400150638	City of G I	Lot 1, Highway 281 Estates	\$ 389,952.30
400150441	Mead Building Centers of Grand Island	Lot 2, Highway 281 Estates	\$ 140,753.91
400150654	Dinsy, LLC	Lot 1, Dinsdale Subdivision	\$ 19,193.71
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400013606	Lyman-Richey Corporation	Lot 25, Bachman & Lester Subdivision	\$ 49,235.72
400013517	Lyman-Richey Corporation	Lot 2, Wilson Concrete Subdivision	\$ 3,285.97
400492277	City of Grand Island	Part of the North Portion, Grand Island City Cemetery Addition	\$ 413,944.44
			\$ 1,513,175.50

Approved as to Form <input type="checkbox"/> _____ September 3, 2015 <input type="checkbox"/> City Attorney
--

Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2015.

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

Attest:

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

## NOTICE OF BOARD OF EQUALIZATION HEARING

Webb Road Street Improvement District No. 1260; South Webb Road Extending  
North from Stolley Park Road to Union Pacific Railroad Tracks

NOTICE is hereby given to all persons owning real estate within the Webb Road Street Improvement District No. 1260; South Webb Road Extending North from Stolley Park Road to Union Pacific Railroad Tracks 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 September 22, 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 such paving district. All owners of real estate within said paving district, 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:**

September 1, 2015

September 8, 2015

September 15, 2015

## 8B CLASSIFIED

### Legals

#### NOTICE OF BOARD OF EQUALIZATION HEARING

**Webb Road Street  
Improvement District No. 1260;  
South Webb Road  
Extending North from Stolley  
Park Road to Union Pacific  
Railroad Tracks**

NOTICE is hereby given to all persons owning real estate within the Webb Road Street Improvement District No. 1260; South Webb Road Extending North from Stolley Park Road to Union Pacific Railroad Tracks 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 September 22, 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 such paving district. All owners of real estate within said paving district, and all persons interested, will take notice of the time and place of the sitting of the Board of Equalization, at which time any per-

son 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  
1-8-15

# RESOLUTION 2015-BE-9

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Webb Road Street Improvement District No. 1260; South Webb Road Extending North from Stolley Park Road to Union Pacific Railroad Tracks, after due notice having been given thereof, that we find and adjudge:

That total project cost is \$1,611,703.25, with benefits accruing to the real estate in such district to be the total sum of \$1,513,175.50; and

Such benefits are based on Webb Road Street Improvement District No. 1260; South Webb Road Extending North from Stolley Park Road to Union Pacific Railroad Tracks at the adjacent property; and

According to the actual cost of Webb Road Street Improvement District No. 1260; South Webb Road Extending North from Stolley Park Road to Union Pacific Railroad Tracks adjacent to the respective lots, tracts, and real estate within such paving district area, such benefits are the sums set opposite the description as follows:

Parcel No.	Owner	Legal Description	Assessment by Frontage
400150638	City of G I	Lot 1, Highway 281 Estates	\$ 389,952.30
400150441	Mead Building Centers of Grand Island	Lot 2, Highway 281 Estates	\$ 140,753.91
400150654	Dinsy, LLC	Lot 1, Dinsdale Subdivision	\$ 19,193.71
400150646	Dinsy, LLC	Lot 2, Dinsdale Subdivision	\$ 255,340.38
400150433	Judy D Hansen / Julie D Johnson	Miscellaneous Tracts 24-11-10 PT SE ¼ 3.90 Acr	\$ 3,134.97
400146630	KPT, Inc.	Miscellaneous Tracts 20-11-9 PT NW ¼ SW ¼ & PT Sec 19-11-9 .98 Acr	\$ 26,302.43
400013533	Dobesh Land Leveling, LLC	Lot 8, Bachman & Lester Subdivision	\$ 40,889.01
400013460	Dobesh Land Leveling, LLC	All of Lots 6 & 7 & Part of Lot 8, Bachman & Lester Subdivision	\$ 8,374.86
400013487	1321 Webb Road, LLC % Axis Capital, Inc.	Lot 9, Bachman & Lester Subdivision	\$ 54,443.61
400013495	Dobesh Land Leveling, LLC	All of Lot 10 & Part of Lots 11 & 12, Bachman & Lester Subdivision	\$ 1,857.95
400095475	1321 Webb Road, LLC % Axis Capital, Inc.	Lot 1, Stoltenberg Subdivision	\$ 54,499.91
400013525	James A & Carol J Stauss	Lot 19, Bachman & Lester Subdivision	\$ 1,801.65
400013576	Island Indoor Climate, LLC	W 159' N ½ of Lot 20, Bachman & Lester Subdivision	\$ 22,674.17
400013541	Robert & Mary L Brenton	E 72' N ½ of Lot 20, Bachman & Lester Subdivision	\$ 2,098.51
400013568	Mary L Brenton	S ½ of Lot 20, Bachman & Lester Subdivision	\$ 25,392.00
400013606	Lyman-Richey Corporation	Lot 25, Bachman & Lester Subdivision	\$ 49,235.72
400013517	Lyman-Richey Corporation	Lot 2, Wilson Concrete Subdivision	\$ 3,285.97
400492277	City of Grand Island	Part of the North Portion, Grand Island City Cemetery Addition	\$ 413,944.44

\$ 1,513,175.50

Approved as to Form ☐  
September 18, 2015 ☐ City Attorney

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2015.

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Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk

- 2 -



# City of Grand Island

Tuesday, September 22, 2015

Council Session

## Item E-1

### **Public Hearing on Acquisition of Utility Easement - 1203 S. Stuhr Road - Midland Ag Service, Inc.**

*Council action will take place under Consent Agenda item G-9.*

Staff Contact: Tim Luchsinger, Utilities Director



# **Council Agenda Memo**

**From:** Tim Luchsinger, Utilities Director

**Meeting:** September 22, 2015

**Subject:** Acquisition of Utility Easement – 1203 S. Stuhr Road – Midland Ag Service, Inc.

**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 Midland Ag Service, Inc., located through a part of the West Half (W ½) of Section Twenty Three (23), Township Eleven (11) North, Range Nine (9) West of the 6<sup>th</sup> P.M., in Hall County, Nebraska (1203 S. Stuhr Road), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

Verizon Wireless has recently constructed a new cell tower and equipment building located east of the Stuhr Road – Fonner Park Road intersection. In order to serve their facilities, the Utilities Department needs to acquire an easement for operation, maintenance, and access of primary underground power lines, a pad-mount transformer, and related electrical appurtenances.

## **Alternatives**

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

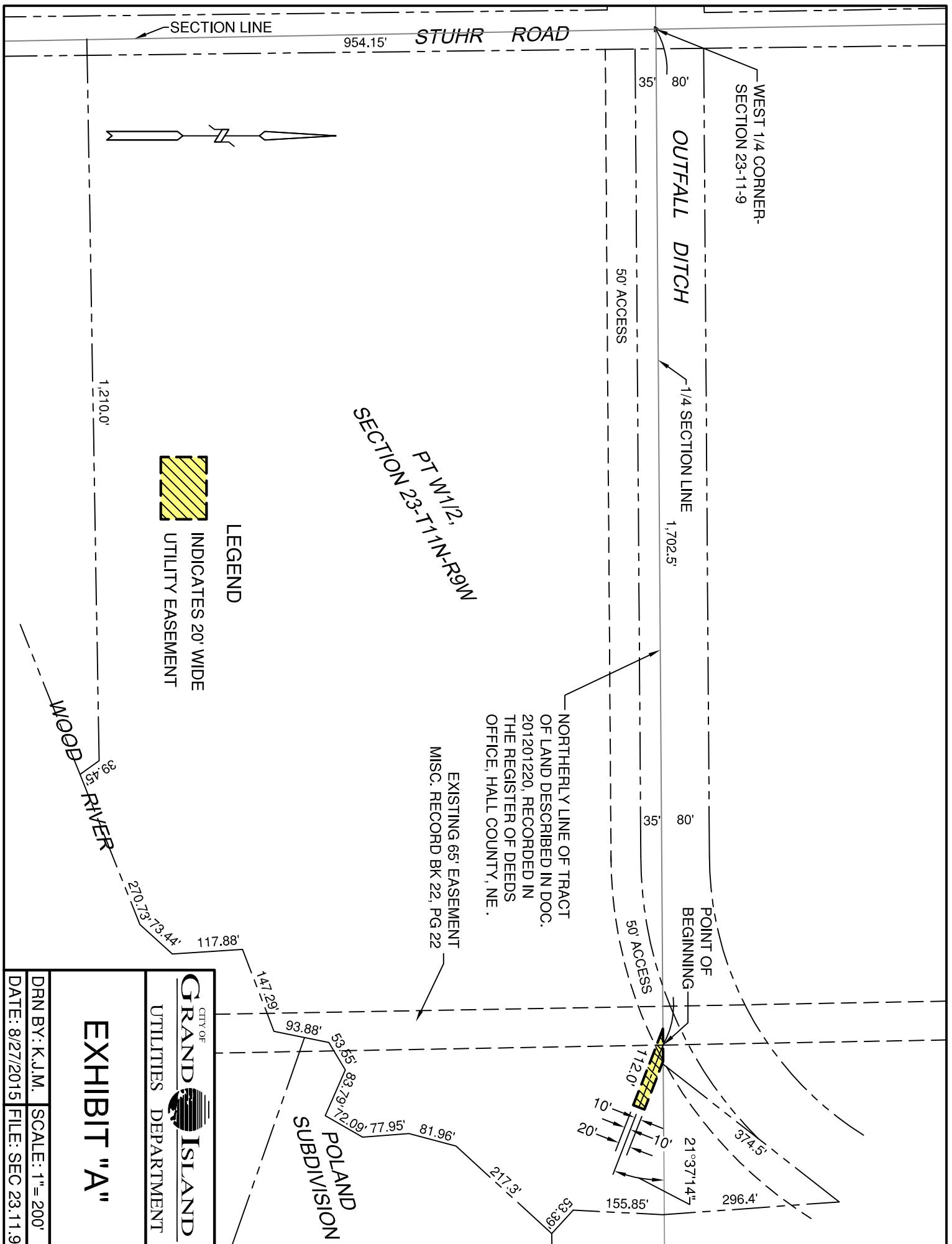
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

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

## **Sample Motion**

Move to approve acquisition of the Utility Easement.





# City of Grand Island

Tuesday, September 22, 2015

Council Session

## Item E-2

### **Public Hearing on Acquisition of Utility Easement - 1911 Diers Avenue - Fugate**

*Council action will take place under Consent Agenda item G-10.*

Staff Contact: Tim Luchsinger, Utilities Director

# **Council Agenda Memo**

**From:** Tim Luchsinger, Utilities Director

**Meeting:** September 22, 2015

**Subject:** Acquisition of Utility Easement – 1911 N. Diers Avenue – Fugate

**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 J. Larry Fugate as Trustee of the J. Larry Fugate Revocable Trust, located through a part of Lot Three (3) Menard Subdivision, in the City of Grand Island, Hall County, Nebraska (1911 Diers Avenue), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

The Taco Bell restaurant located at the northeast corner of State Street and Diers Avenue is being completely rebuilt. In order to serve the new facilities, the Utilities Department needs to acquire an easement for operation, maintenance, and access of primary underground power lines, a pad-mount transformer, and related electrical appurtenances.

## **Alternatives**

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

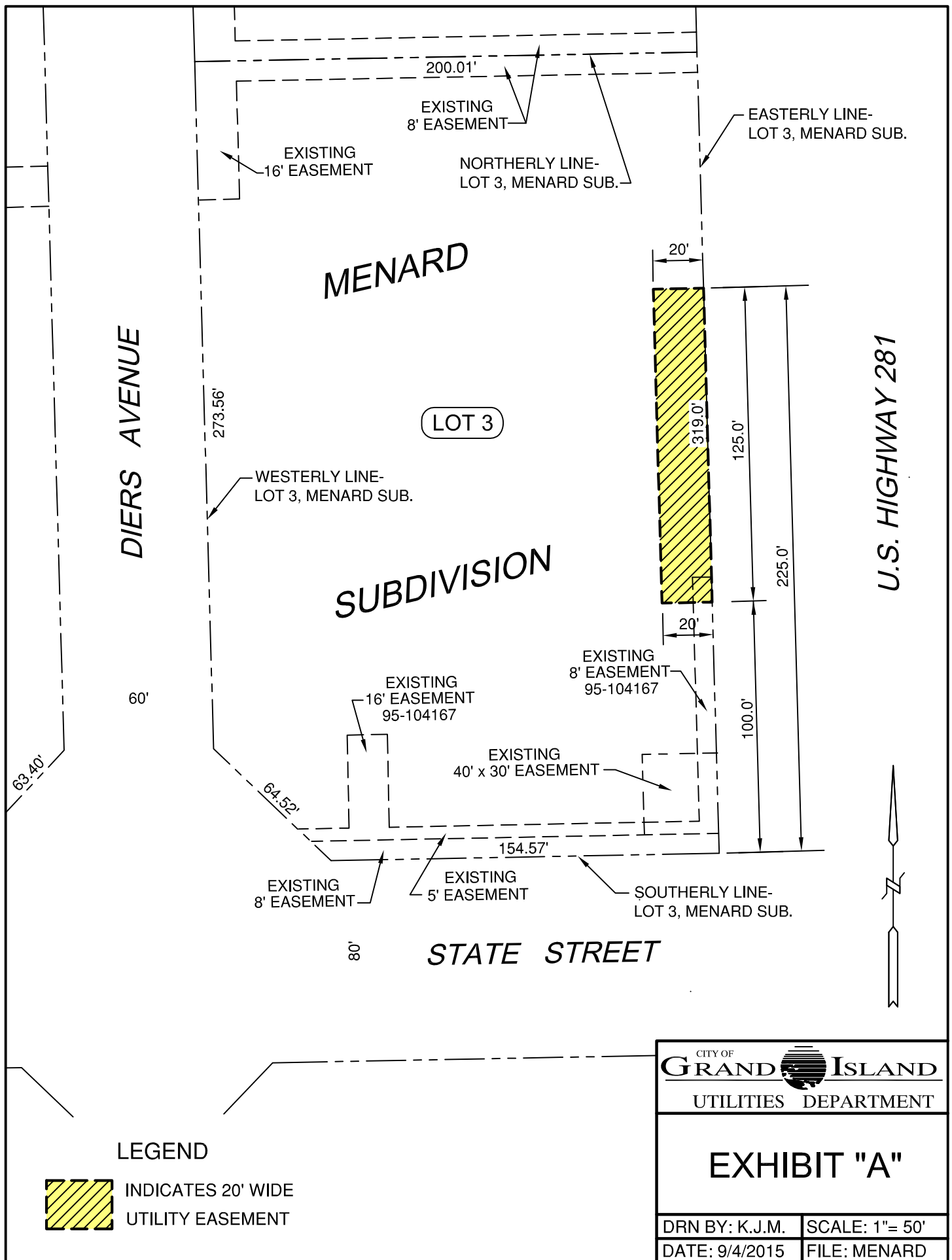
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

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

## **Sample Motion**

Move to approve acquisition of the Utility Easement.





# City of Grand Island

Tuesday, September 22, 2015

Council Session

## Item E-3

**Public Hearing on Request to Rezone Property located at 2228 North Webb Road from CD Commercial Development to Amended CD Commercial Development (Grand Island Joint Venture, LLC)**

*Council action will take place under Ordinance item F-1.*

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** September 22, 2015

**Subject:** Request to Rezone Properties from CD Commercial Development to Amended Commercial Development Zone

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

## **Background**

The Development Plan for Grand Island Mall 17<sup>th</sup> Subdivision was approved by the Grand Island City Council in January of 2015. The Developers are requesting changes to the plan as approved to accommodate marketing opportunities and enhance the appearance of this property from the U.S. Highway 281 side.

This proposed development would create 1 additional lot within the development and move 1 lot from the Webb Road side the main building to the U.S. Highway 281 side of the main building. The CD Zone allows for up to 50% of the property to be covered with buildings. The proposed coverage within this development at full development as shown is well below the maximum coverage.

A copy of the Planning Director's recommendation to the Planning Commission is also attached for review by Council.

## **Discussion**

At the regular meeting of the Regional Planning Commission held September 2, 2015 the above item was considered following a public hearing.

O'Neill opened the Public Hearing.

Nabity explained the rezone request.

O'Neill closed the Public Hearing.

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

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

This is a Commercial Development Zone and if the rezoning is approved the final plat for Grand Island Mall Eighteenth Subdivision should also be approved

### **Alternatives**

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

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

### **Recommendation**

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

### **Sample Motion**

Move to approve the ordinance and development plan as presented.



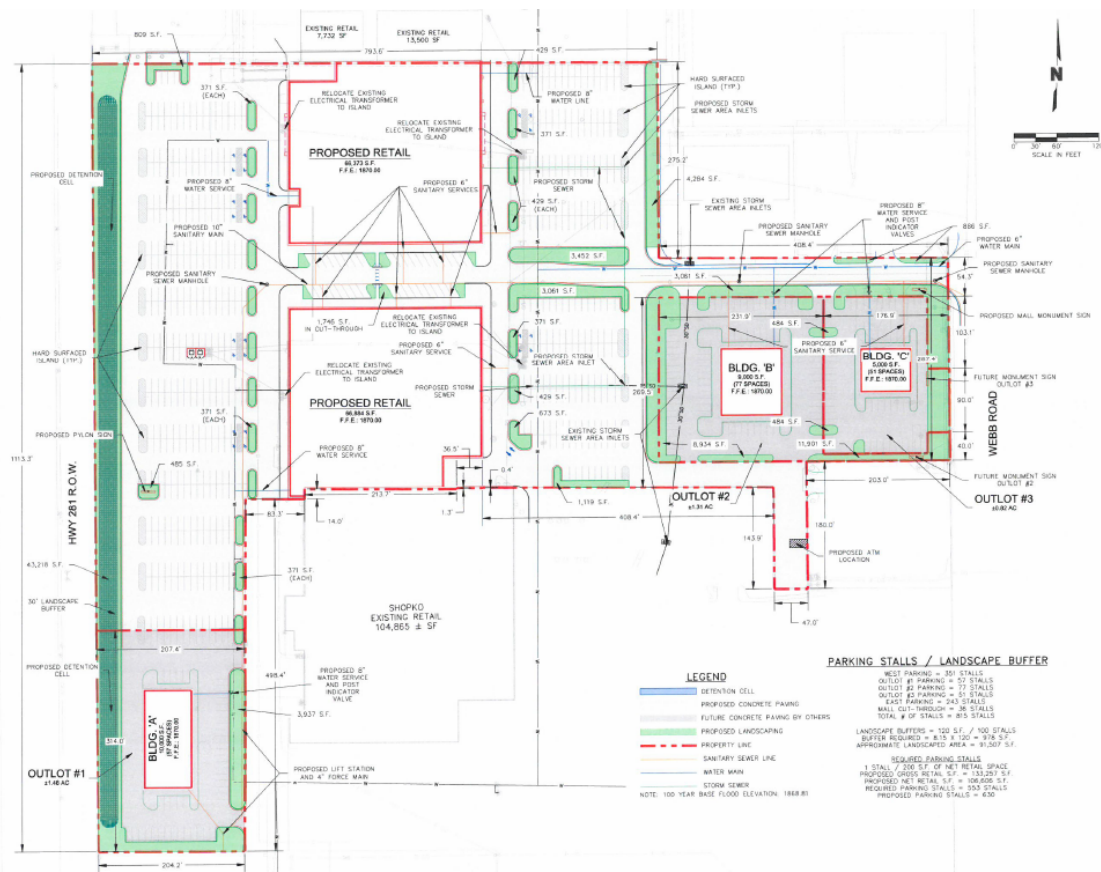
## Agenda Item 4

### PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

August 25, 2015

**SUBJECT:** Concerning change of zoning for property described as all of Grand Island Mall 18<sup>th</sup> Subdivision in Grand Island NE, from CD Commercial Development Zone to Amended CD Commercial Development Zone. (C-24-2015GI)

The Development Plan for Grand Island Mall 17<sup>th</sup> Subdivision was approved by the Grand Island City Council in January of 2015. The Developers are requesting changes to the plan as approved to accommodate marketing opportunities and enhance the appearance of this property from the U.S. Highway 281 side.



Development Plan as Approved in January 2015



## OVERVIEW:

## South and East CD Commercial Development Zone

**North:** B1- Light Business  
**West:** B2 General Business

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

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

*Existing land uses:* **North:** Gordman Property Retail Development  
**East:** Webb Road, Taco Johns, Burger King, Strip Commercial  
**West:** U.S. Highway 281 and Commercial Uses  
**South:** Shopko, and Northwest Crossings Commercial Development

## EVALUATION:

### Positive Implications:

- *Consistent with the City's Comprehensive Land Use Plan:* The subject property is designated for commercial development.
- *Is infill development.* This development is using property that is within the existing functional and legal boundaries of the City of Grand Island. This is a piece of property that is in need of redevelopment. The City and the Community Redevelopment Authority have already approved the use of Tax Increment Financing to further this project.
- *Accessible to Existing Municipal Infrastructure:* Water and sewer services are available to service the area.
- *Monetary Benefit to Applicant:* Would allow the applicant to further develop this site.
- *More visually appealing development along 281:* The proposed plan would put buildings between 281 and the west side of the main mail building. This would hide the back of the building and create a more visually appealing drive along this stretch of 281.

### Negative Implications:

- *None foreseen*

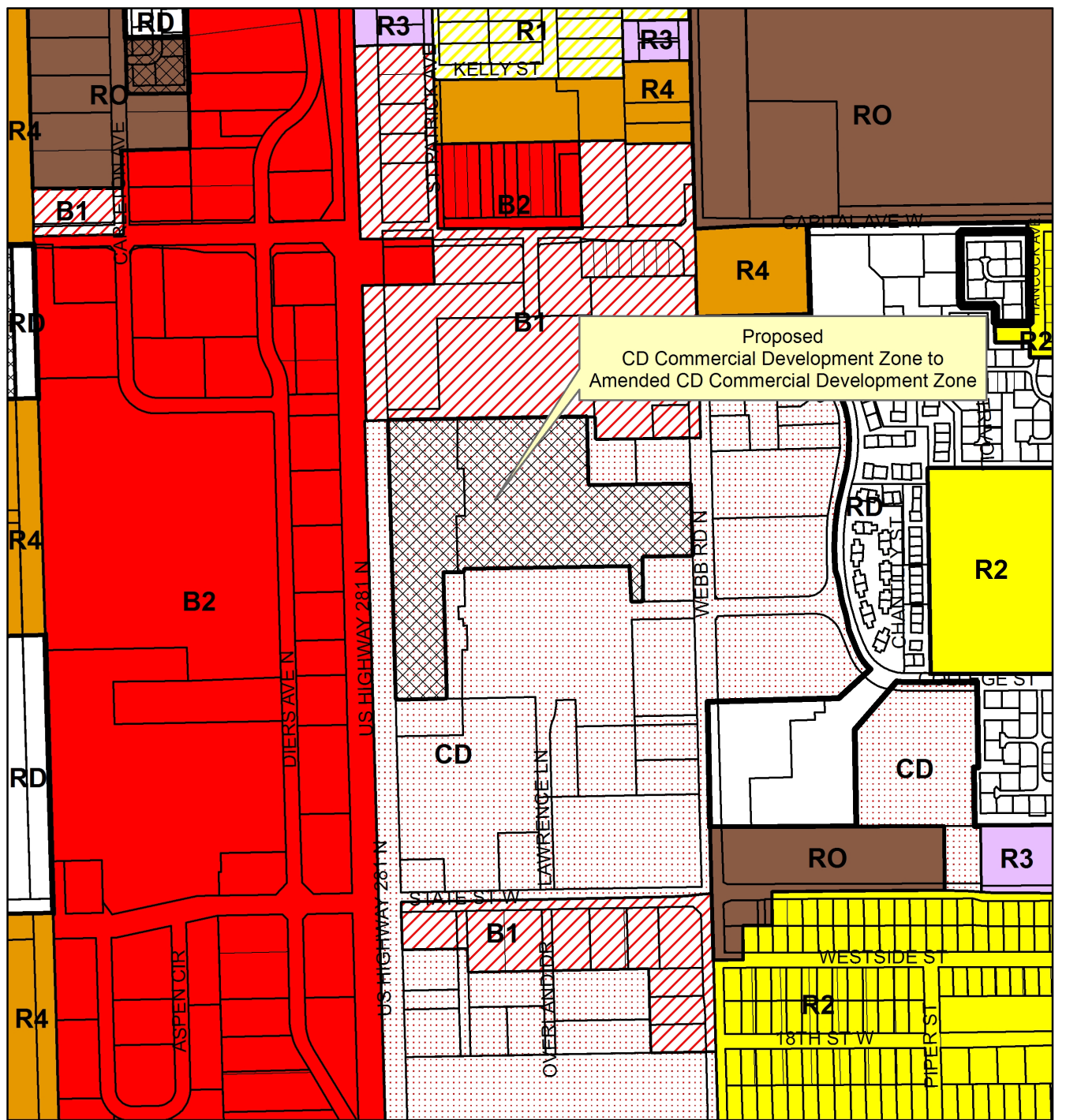
**Other Considerations**

Commercial development zones allow up to 50% of the property within the CD zone to be covered with buildings.

**RECOMMENDATION:**

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

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



# Requested Zoning



Scale : NONE

C-01-2015GI



From CD : Commercial Development Zone



to CD : Amended Commercial Development Zone



# City of Grand Island

Tuesday, September 22, 2015

Council Session

## Item E-4

### **Public Hearing on the Annual Report by the Grand Island Area Economic Development Corporation/Citizen Advisory Review Committee on the Economic Development Program Plan**

*Council action will take place under Resolutions item I-1.*

Staff Contact: Marlan Ferguson

# **Council Agenda Memo**

**From:** Marlan Ferguson, City Administrator

**Meeting:** September 22, 2015

**Subject:** Public Hearing Concerning the Annual Report by the Citizen Advisory Review Committee on the Economic Development Program Plan

**Item #'s:** E-4 & I-1

**Presenter(s):** Marlan Ferguson, City Administrator

## **Background**

The voters of the City of Grand Island approved an economic development plan at the November 6, 2012 election. Subsequent to the election, the city has adopted an ordinance that establishes the economic development plan and a Citizen Advisory Review Committee to oversee the process of approving applications for economic development incentives. The Citizen Advisory Review Committee is required by State Statute and the Grand Island City Code to make an annual report to the City Council.

## **Discussion**

The Citizen Advisory Review Committee has been conducting regular meetings during the last six months as required by the City Code and the Nebraska Statutes. The committee looks forward to receiving and reviewing meritorious applications for consideration in the future. The committee received the annual report from the Economic Development Corporation at its meeting of September 3, 2015 and voted to forward it on to the City Council for its review and acceptance.

## **Alternatives**

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

1. Accept the annual report of the Citizen Advisory Review Committee.
2. Do not accept the annual report of the Citizen Advisory Review Committee.

### **Recommendation**

City Administration recommends that the Council accept the annual report of the Citizen Advisory Review Committee.

### **Sample Motion**

Move to accept the annual report of the Citizen Advisory Review Committee.





# **Grand Island** Area

## Economic Development Corporation

# 2004-2015 to date Historical Trend of LB-840



Grand Island Area  
Economic  
Development  
Corporation

LB-840 Funds invested in Job Creation:

**\$4,230,100**



Jobs Created:

**954**



Annual Wages Created from Incentives:

**\$41,223,416**



2014-2015 Average Wage Per Job Created:

**\$16.75**



# LB-840 projects

- **Rogue Manufacturing**
  - Add 12 employees
  - Expires December 2015
- **Bosselman Tank & Trailer**
  - Add 8 employees
  - Expires February 2017
- **Chief Industries**
  - Add 41 employees
  - Expires May 2017
- **GIX Logistics**
  - Add 26 employees
  - Expires June 2019

# LB-840 Funding Status



Grand Island Area  
Economic  
Development  
Corporation

<b>LB-840 balance as of 9/1/2015</b>	<b>\$873,149.42</b>
LB-840 job creation funds for Chief Industries	(\$239,000)
LB-840 job creation funds for Bosselman Tank & Trailer	(\$40,000)
LB-840 job creation funds for GIX Logistics	(\$202,800)
Ending LB-840 job creation funds	<b>391,349.42</b>
*Potential to bring 2 LB-840 applications to Council in 2016	

# Grow Grand Island *Highlights*



Initiative	Action Item	Progress
1.1	Launch a collaborative Business Retention and Expansion outreach program that seeks to facilitate expansions and mitigate layoffs by conducting a series of site visits and survey with existing businesses in and around Grand Island.	Ongoing partnership with the Chamber of Commerce, State DED, and area businesses.
1.2 & 5.3	Launch the Grow Grand Island Export Initiative to support the development of new international trade relationships for Grand Island area manufacturers.	Work to begin in 2016
1.5	Work with neighboring communities in Central Nebraska to evaluate the potential benefits of developing regional cluster councils to address sector-specific issues and challenges that are common throughout Central Nebraska	In 2015 Mary Berlie, GIAEDC Executive Vice President, was appointed to the South Central Economic Development District Board of Directors, serving Hall County and twelve neighboring counties.



# Grow Grand Island

## *Highlights*



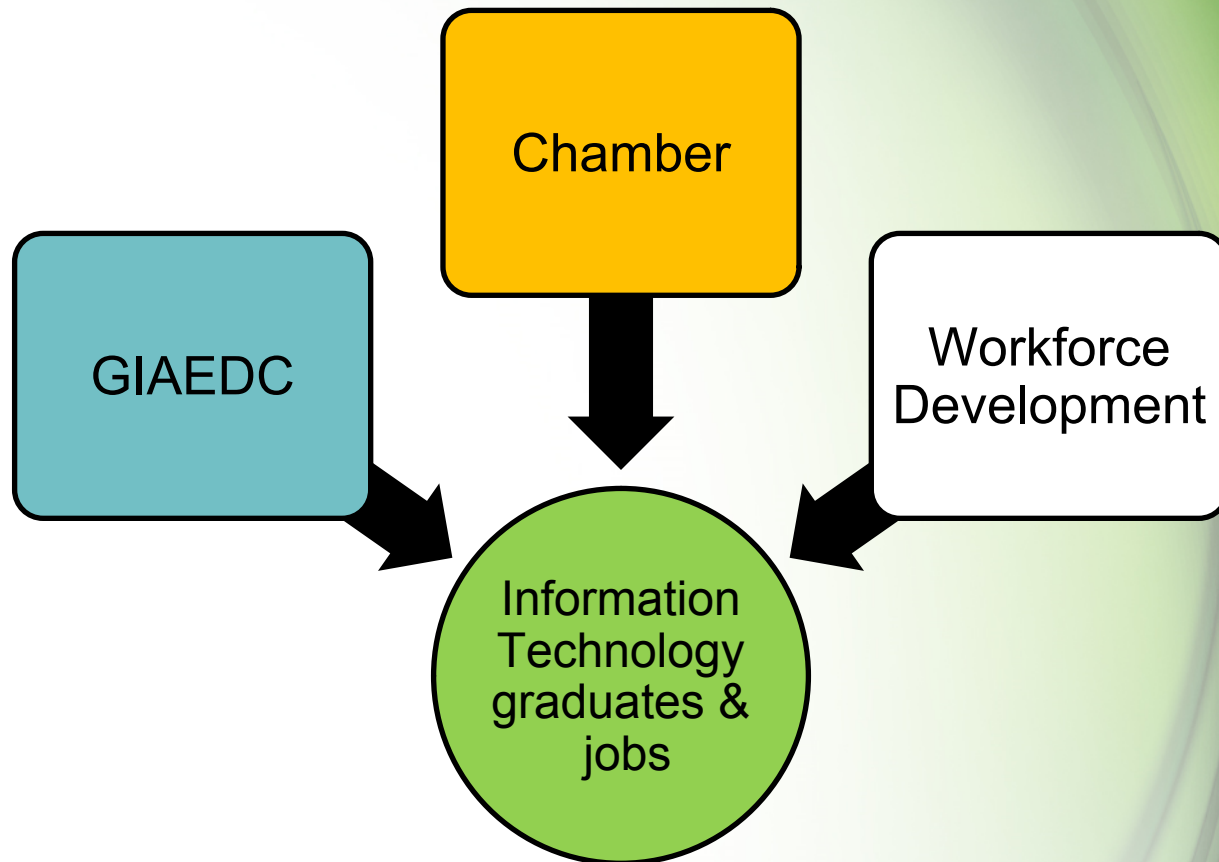
**Grand Island Area**  
Economic  
Development  
Corporation

Initiative	Action Item	Progress
3.4 & 3.5	Continue to Market the Grand Island Community to both internal and external audiences, utilizing the GIAEDC website and other electronic tools.	Marketing to internal and external audiences is ongoing. New GIAEDC website launched July 2015.
3.6	Maintain strong relationships with the State DED overseeing business recruitment and business development.	State DED staff has visited Grand Island several times. Additionally, Governor Pete Ricketts met with GIAEDC and a business looking to relocated in Grand Island on September 1, 2015.
5.2	Continue to work with NDED and the City of Grand Island to develop industrial sites with updated infrastructure and is considered “shovel ready” for development.	Wildwood Development, LLC, a partnership between Chief Industries and the Central Nebraska Growth Foundation, will be working with the GIAEDC by initiating development plans for the first 40 acres in Platte Valley Industrial Park – East.

# Partnerships to Connect with Target Markets



Grand Island Area  
Economic  
Development  
Corporation





# Great **people**. Better **opportunities**.

Welcome to Grand Island, Nebraska, a community focused on growth. We're home to an educated, driven workforce, direct access to transportation, and a business culture built on strong relationships.

## Site Selection

Interested in Grand Island? Get to know our city and find out why our opportunities are better for your business.

[EXPLORE GRAND ISLAND](#)

## Business Development

From tax incentives to available properties, learn how you can make the most of Grand Island's opportunities.

[GROW YOUR BUSINESS](#)

## Incentive Packages

To reward companies for creating quality jobs, we package state and local incentives to get you the most available funds.

[FIND INCENTIVES](#)

Central location, **easy access.**

SOUTH DAKOTA



EDC owns 260 acres

Pat O'Neill O'Neill Wood Resources

W 14th St

W Old Patash Hwy

© 2013 Google

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# Development at PVIP-E



Grand Island Area  
Economic  
Development  
Corporation





# Target Markets

## Competitive Sectors

### Manufacturing

Agriculture  
Equipment

Metalwork &  
Custom  
Fabrication

Food &  
Beverage

### Transportation & Distribution

Transportation  
Services

Warehousing  
& Storage

Wholesale  
Trade

### Travel & Tourism

Entertainment,  
Culture &  
Recreation

Hospitality &  
Traveler  
Support

--Presence of Agribusiness Activity--

## Developmental Sectors

### Business Support Services

Call Centers

Financial  
Transaction  
Processing

### Corporate & Professional Services

Professional  
Services

Regional  
Offices &  
Headquarters

### Sustainable Processes & Technologies

Alternative  
Energy

Repair, Reuse,  
& Recycling



Grand Island Area  
Economic  
Development  
Corporation

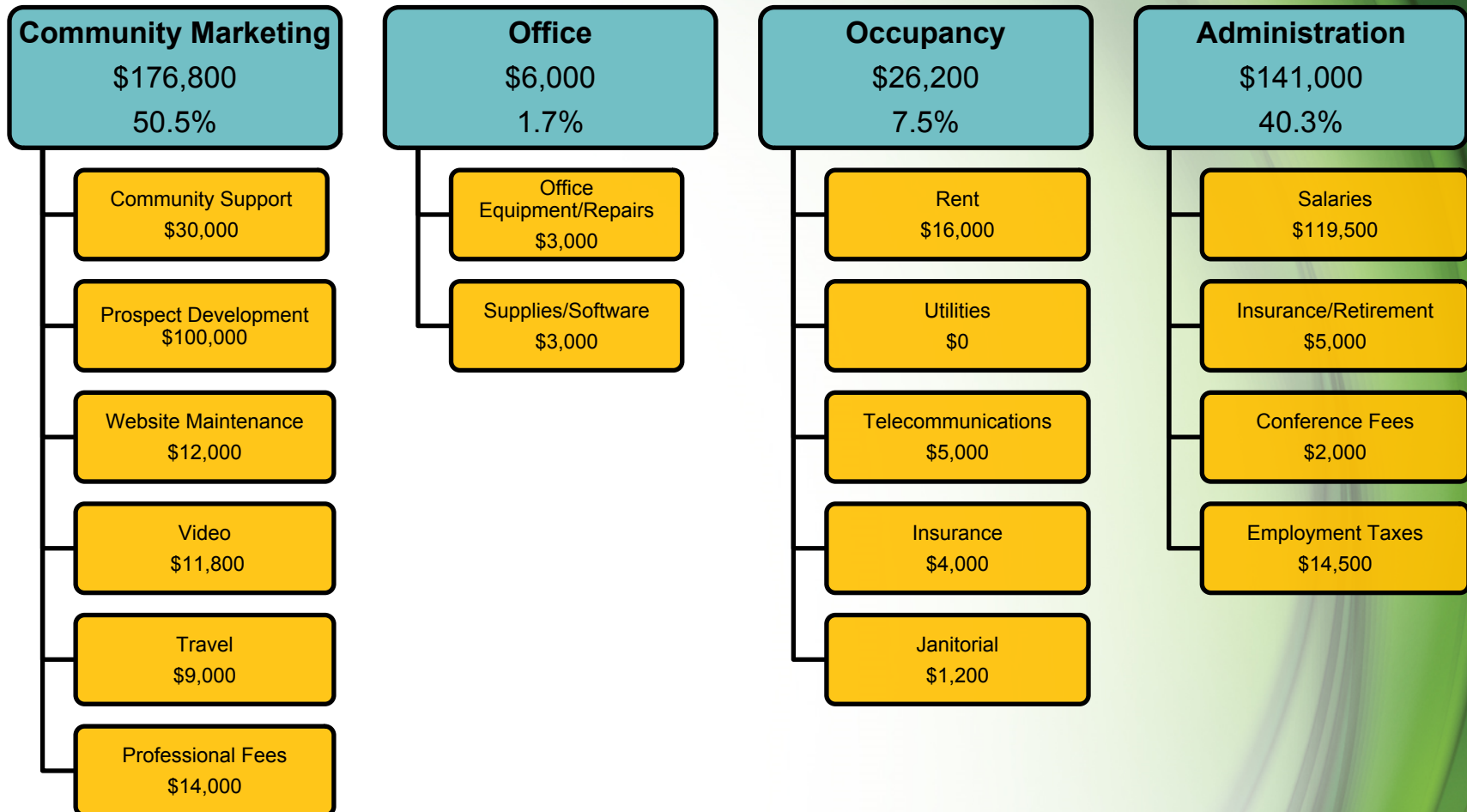
The GIAEDC staff and Board of Trustees request approval of LB -840 operating funds, \$350,000, for 2016.



# Utilization of LB-840 Operating Funds



**Grand Island Area**  
Economic  
Development  
Corporation





Grand Island Area  
Economic  
Development  
Corporation

# Questions?



Grand Island Area  
Economic  
Development  
Corporation

# Thank you for your support!



# City of Grand Island

Tuesday, September 22, 2015

Council Session

## Item E-5

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

*Council action will take place under Consent Agenda item G-15.*

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



# **Council Agenda Memo**

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

**Meeting:** September 22, 2015

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

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

## **Background**

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

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

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

- Phase I - Wastewater Treatment Plant (WWTP) to 7<sup>th</sup> Street / Skypark Road
- 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)

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

## **Discussion**

A permanent easement will be needed from 2 property owners in this project area. All documents have been signed and returned by the property owners. Authorization of the documents is contingent upon City Council approval. Following is a summary of the payments, totaling \$1,000.00, for the properties.

<b>Owner</b>	<b>Legal</b>	<b>Total</b>
TIMOTHY & CASSANDRA GRUDZINSKI	THE SOUTH 15.00 FEET AND THE WEST 15.00 FEET OF THE SOUTH 195.00 FEET THEREOF, OF A TRACT DESCRIBED IN INSTRUMENT NO. 20009426, FILE DATE OCTOBER 31, 2000, REGISTER OF DEEDS, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 3,690 SQUARE FEET OR 0.085 ACRES MORE OR LESS, AS SHOWN ON THE TRACT DRAWING DATED 09/01/2015, MARKED EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.	\$750.00
REINIER SOLORZANO	THE SOUTH 15.00 FEET THEREOF, OF A TRACT DESCRIBED IN INSTRUMENT NO. 201405380, FILE DATE AUGUST 29, 2014, REGISTER OF DEEDS, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 990 SQUARE FEET OR 0.023 ACRES MORE OR LESS, AS SHOWN ON THE TRACT DRAWING DATED 09/01/2015, MARKED EXHIBIT C ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.	\$250.00
		\$1,000.00

## **Alternatives**

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

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

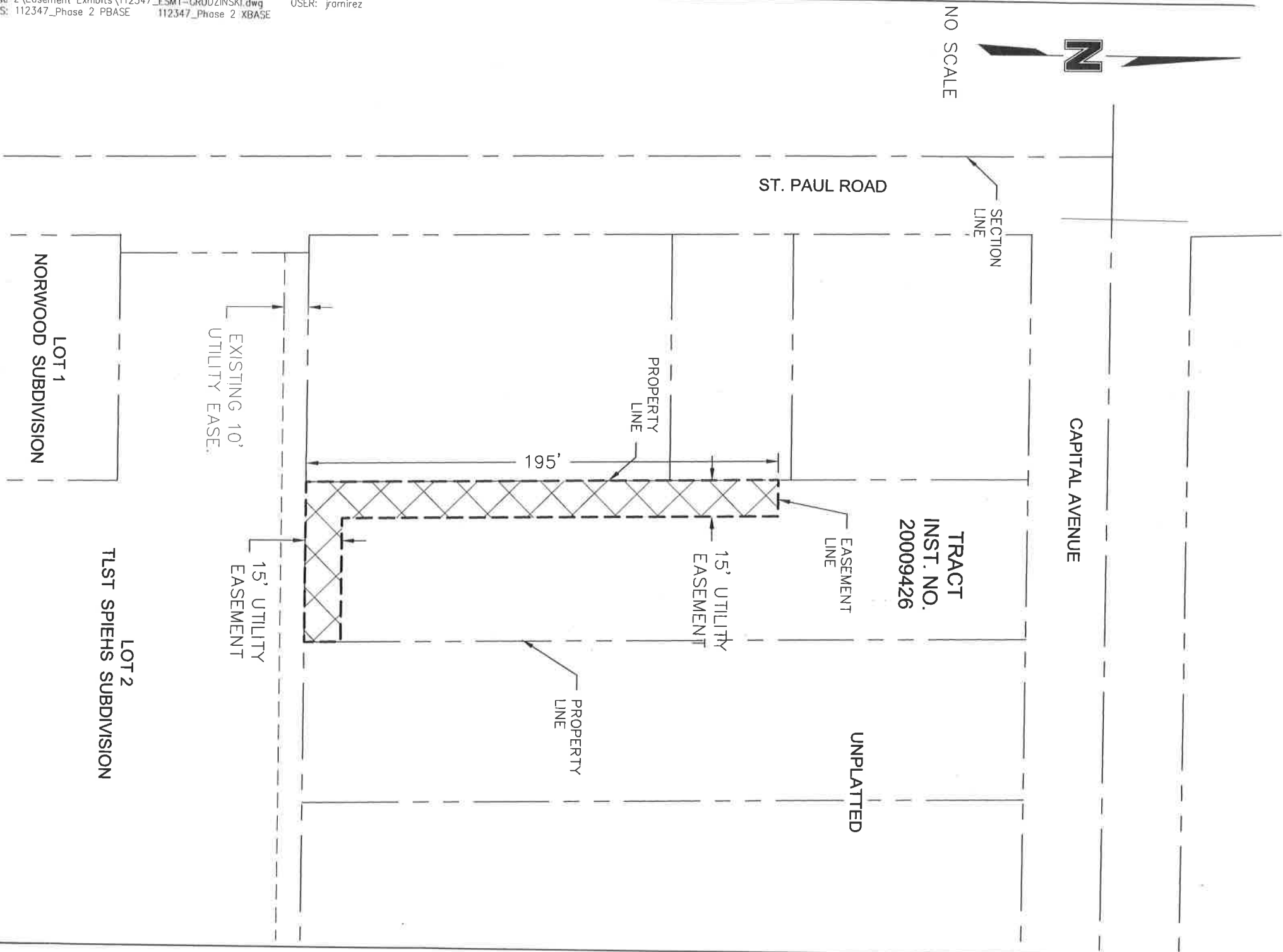
## **Recommendation**

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the Permanent Easements, in the total amount of \$1,000.00.

## **Sample Motion**

Move to approve the acquisition of the Permanent Easements.

TIMOTHY S & CASSANDRA L GRUDZINSKI



NO SCALE

SECTION  
LINE

ST. PAUL ROAD

CAPITAL AVENUE

TRACT  
INST. NO.  
20009426

EASEMENT  
LINE

UNPLATTED

15' UTILITY  
EASEMENT

PROPERTY  
LINE

195'

PROPERTY  
LINE

EXISTING 10'  
UTILITY EASE.

15' UTILITY  
EASEMENT

LOT 2  
TLST SPIEHS SUBDIVISION

LOT 1  
NORWOOD SUBDIVISION



PERMANENT EASEMENT

DESCRIPTION OF 15' UTILITY EASEMENT  
THE SOUTH 15.00 FEET AND THE WEST 15.00 FEET OF THE SOUTH 195.00 FEET THEREOF, OF A TRACT DESCRIBED IN INST. NO. 20009426, FILE DATE OCTOBER 31, 2000, REGISTER OF DEEDS, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

SAID TRACT CONTAINS A CALCULATED AREA OF 3,690 SQUARE FEET OR 0.085 ACRES MORE OR LESS.

DWG: F:\projects\011-2347\MUNI Phase 2\Easement Exhibits\112347\_ESMT-GRUDZINSKI.dwg USER: jramirez  
DATE: Sep 02, 2015 9:20am XREFS: 112347\_Phase 2 PBASE 112347\_Phase 2 XBASE

PROJECT NO: 011-2347

DRAWN BY: JMR

DATE: 09.01.2015

CITY OF GRAND ISLAND  
15' UTILITY EASEMENT

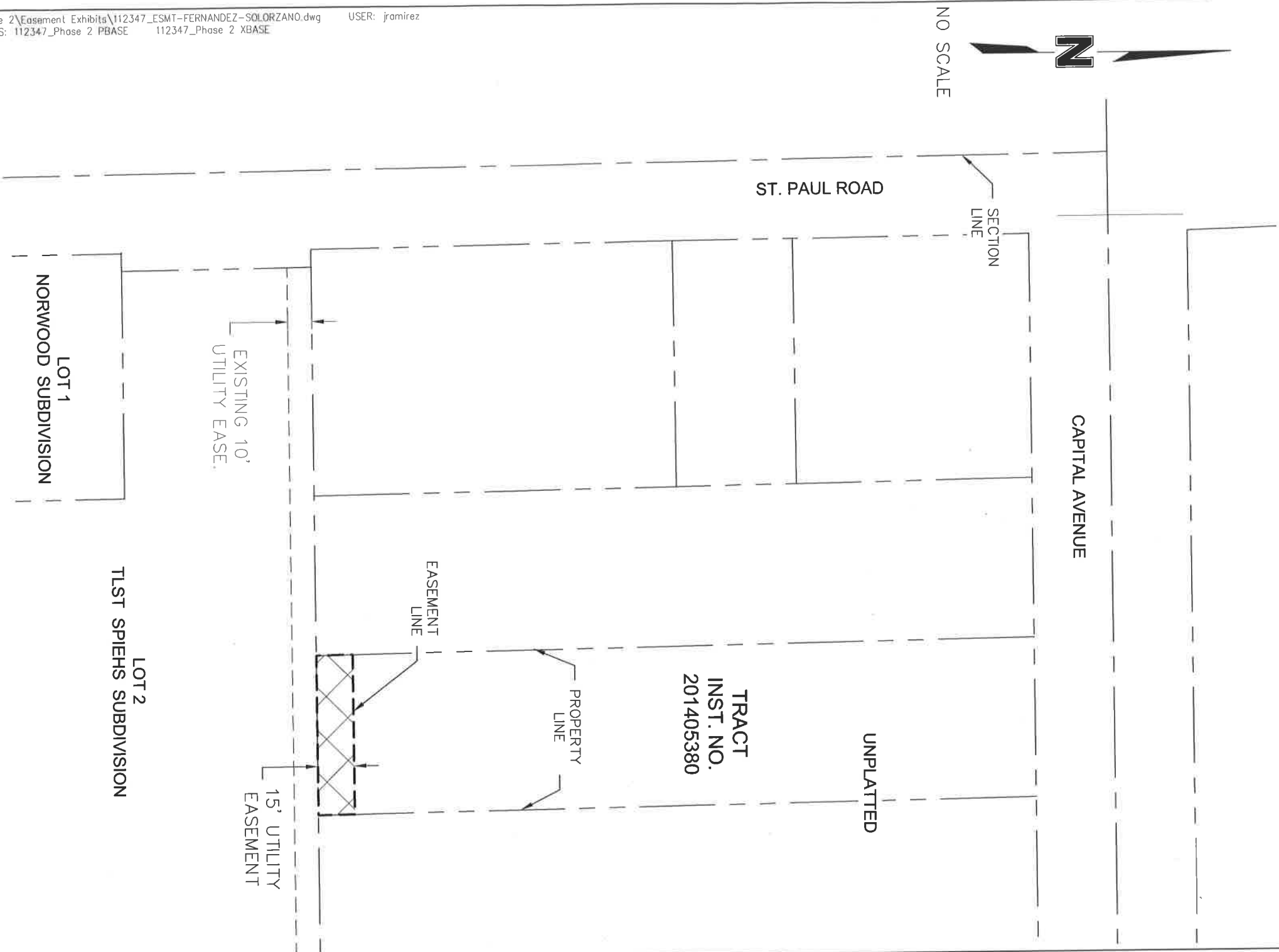
**OLSSON**  
ASSOCIATES

201 E. 2ND STREET  
PO BOX 1072  
GRAND ISLAND, NE 68801  
TEL. 308.384.8750  
FAX 308.384.8752

EXHIBIT

A

REINIER FERNANDEZ-SOLORZANO



DESCRIPTION OF 15' UTILITY EASEMENT  
THE SOUTH 15.00 FEET THEREOF, OF A TRACT DESCRIBED IN INST. NO. 201405380, FILE DATE AUGUST 29, 2014, REGISTER OF DEEDS, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

SAID TRACT CONTAINS A CALCULATED AREA OF 990 SQUARE FEET OR 0.023 ACRES MORE OR LESS.

DWG: F:\projects\011-2347\\_MUNI Phase 2\Easement Exhibits\112347\_ESMT-FERNANDEZ-SOLORZANO.dwg USER: jramirez  
DATE: Sep 02, 2015 11:20am XREFS: 112347\_Phase 2 PBASE 112347\_Phase 2 XBASE

PROJECT NO:	011-2347	CITY OF GRAND ISLAND 15' UTILITY EASEMENT	 ASSOCIATES	201 E. 2ND STREET PO BOX 1072 GRAND ISLAND, NE 68801 TEL 308.384.8750 FAX 308.384.8792	EXHIBIT
DRAWN BY:	JMR				C
DATE:	09.01.2015				



# City of Grand Island

Tuesday, September 22, 2015

Council Session

## Item F-1

**#9558 - Consideration of Request to Rezone Property located at 2228 North Webb Road from CD Commercial Development to Amended CD Commercial Development (Grand Island Joint Venture, LLC)**

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9558

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; amending the Commercial Development district and Final Development Plan for Grand Island Mall Eighteenth Subdivision (Lots 1, 2, 3, 4, 5, 6 and Outlot A Inclusive); directing the such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; amending the provisions of Section 36-7; to repeal any ordinance or parts of ordinances in conflict herewith, and to provide for publication and the effective date of this ordinance.

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

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

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

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

Enacted: September 22, 2015.

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

Attest:

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

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



# City of Grand Island

Tuesday, September 22, 2015

Council Session

## Item F-2

**#9559 - Consideration of Assessments for Webb Road Street Improvement District No. 1260; South Webb Road Extending North from Stolley Park Road to Union Pacific Railroad Tracks**

*This item relates to the aforementioned Board of Equalization item D-2.*

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

ORDINANCE NO. 9559

An ordinance assessing and levying a special tax to pay the cost of Webb Road Street Improvement District No. 1260; South Webb Road Extending North from Stolley Park Road to Union Pacific Railroad Tracks 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 Webb Road Street Improvement District No. 1260; South Webb Road Extending North from Stolley Park Road to Union Pacific Railroad Tracks, 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:

Parcel No.	Owner	Legal Description	Assessment by Frontage
400150638	City of G I	Lot 1, Highway 281 Estates	\$ 389,952.30
400150441	Mead Building Centers of Grand Island	Lot 2, Highway 281 Estates	\$ 140,753.91
400150654	Dinsy, LLC	Lot 1, Dinsdale Subdivision	\$ 19,193.71
400150646	Dinsy, LLC	Lot 2, Dinsdale Subdivision	\$ 255,340.38
400150433	Judy D Hansen / Julie D Johnson	Miscellaneous Tracts 24-11-10 PT SE ¼ 3.90 Acr	\$ 3,134.97
400146630	KPT, Inc.	Miscellaneous Tracts 20-11-9 PT NW ¼ SW ¼ & PT Sec 19-11-9 .98 Acr	\$ 26,302.43
400013533	Dobesh Land Leveling, LLC	Lot 8, Bachman & Lester Subdivision	\$ 40,889.01
400013460	Dobesh Land Leveling, LLC	All of Lots 6 & 7 & Part of Lot 8, Bachman & Lester Subdivision	\$ 8,374.86

Approved as to Form    ☐ \_\_\_\_\_  
September 18, 2015    ☐ City Attorney



ORDINANCE NO. 9559 (Cont.)

400013487	1321 Webb Road, LLC % Axis Capital, Inc.	Lot 9, Bachman & Lester Subdivision	\$ 54,443.61
400013495	Dobesh Land Leveling, LLC	All of Lot 10 & Part of Lots 11 & 12, Bachman & Lester Subdivision	\$ 1,857.95
400095475	1321 Webb Road, LLC % Axis Capital, Inc.	Lot 1, Stoltenberg Subdivision	\$ 54,499.91
400013525	James A & Carol J Stauss	Lot 19, Bachman & Lester Subdivision	\$ 1,801.65
400013576	Island Indoor Climate, LLC	W 159' N ½ of Lot 20, Bachman & Lester Subdivision	\$ 22,674.17
400013541	Robert & Mary L Brenton	E 72' N ½ of Lot 20, Bachman & Lester Subdivision	\$ 2,098.51
400013568	Mary L Brenton	S ½ of Lot 20, Bachman & Lester Subdivision	\$ 25,392.00
400013606	Lyman-Richey Corporation	Lot 25, Bachman & Lester Subdivision	\$ 49,235.72
400013517	Lyman-Richey Corporation	Lot 2, Wilson Concrete Subdivision	\$ 3,285.97
400492277	City of Grand Island	Part of the North Portion, Grand Island City Cemetery Addition	\$ 413,944.44

\$ 1,513,175.50

SECTION 2. The special tax shall become delinquent as follows: One-tenth of the total amount shall become delinquent in ten days; one-tenth in one year; one-tenth in two years; one-tenth in three years; one-tenth in four years; one-tenth in five years; one-tenth in six years; one-tenth in seven years; one-tenth in eight years; one-tenth in nine 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.

ORDINANCE NO. 9559 (Cont.)

Enacted: September 22, 2015

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

Attest:

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



# **City of Grand Island**

**Tuesday, September 22, 2015**

**Council Session**

## **Item G-1**

### **Approving Minutes of September 8, 2015 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

September 8, 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 September 8, 2015. Notice of the meeting was given in *The Grand Island Independent* on September 2, 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.

Mayor Jensen introduced Community Youth Council member Abigail Richling.

INVOCATION was given by Pastor Stan Davis, New Life Community Church, 301 West 2nd Street followed by the PLEDGE OF ALLEGIANCE.

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

#2015-BE-5 (A) - Consideration of Determining Benefits for Downtown Business Improvement District 2013. Interim Finance Director William Clingman reported that the City Council in its capacity as the Board of Equalization was required to determine the benefits for Downtown BID 2013. Special assessments were for the amount of \$94,469.14 (70%) or \$94,990.08 (100%). Presented were two Resolutions with the 70% and 100% assessment for owner occupied residents. Discussion was held regarding the process by property owners to request the 70% assessment.

Motion by Haase, second by Donaldson to approve Resolution #2015-BE-5 (A). Upon roll call vote, all voted aye. Motion adopted.

#2015-BE-6 – Consideration of Determining Benefits for Fonner Park Business Improvement District 2013. Interim Finance Director William Clingman reported that the City Council in its capacity as the Board of Equalization was required to determine the benefits for Fonner Park BID 2013. Special assessments were for the amount of \$39,599.48.

Motion by Paulick, second by Steele to approve Resolution #2015-BE-6. Upon roll call vote, all voted aye. Motion adopted.

#2015-BE-7 – Consideration of Determining Benefits for South Locust Business Improvement District 2013. Interim Finance Director William Clingman reported that the City Council in its capacity as the Board of Equalization was required to determine the benefits for South Locust BID 2013. Special assessments were for the amount of \$71,149.86.

Motion by Hehnke, second by Paulick to approve Resolution #2015-BE-7. Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Donaldson, second by Jones to return to Regular Session. Motion adopted.

PUBLIC HEARINGS:

Public Hearing on Amendment to the Redevelopment Plan for CRA Area 2 located at 1607 South Locust Street (Bosselman Real Estate, LLC). Regional Planning Director Chad Nabity reported that Bosselman Real Estate LLC had submitted a proposed amendment to the redevelopment plan that would provide for site acquisition, necessary clearance, utility extensions, renovation of the existing building and planning activities and the subsequent construction of a 100 room hotel and small office center at 1607 South Locust Street. Staff recommended approval. No further public testimony was heard.

Public Hearing on Proposed FY 2015-2016 Budgets City of Grand Island and Community Redevelopment Authority (CRA) and City of Grand Island Budget. Interim Finance Director William Clingman reviewed changes to the 2015-2016 Budget. Staff recommended approval. No public testimony was heard.

Public Hearing on Establishing Rates for the General Property Occupation Tax for Downtown Parking District No. 1 for FY 2015-2016. Interim Finance Director William Clingman reported this was the annual Council action to establish the occupation tax for Downtown Improvement and Parking District No. 1. FY 2015-2016 occupation tax factor was \$.1644 per square foot and would provide taxes of \$39,997.62. Staff recommended approval. No public testimony was heard.

Public Hearing on General Property, Downtown Improvement Parking District #2 (Ramp) and Community Redevelopment Authority (CRA) Tax Request for FY 2015-2016. Interim Finance Director William Clingman reported that state statutes required the City to conduct a public hearing if the property tax request changes from one year to the next. Property tax request for the 2015-2016 general property tax was \$9,177,422.25, Parking District No. 2 at \$8,000, and the Community Redevelopment Authority property tax at \$736,232.58. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement at the Northwest Corner of Stolley Park Road and Adams Street (Grand Island Public Schools). Public Works Director John Collins reported that a public utility easement was needed for the new construction of Starr Elementary School at the northwest corner of Stolley Park Road and Adams Street to accommodate public utilities and development of the area. The easement would allow for the construction, operation, maintenance, extension, repair, replacement, and removal of public utilities within the easement. Staff recommended approval. No public testimony was heard.

ORDINANCES:

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

#9553 - Consideration of Amendments to Chapter 13 of the Grand Island City Code Relative to Occupation Tax for Downtown Improvement Parking District No. 1

#9554 - Consideration of Assessments for Downtown Business Improvement District 2013

#9555 - Consideration of Assessments for Fonner Park Business Improvement District 2013

#9556 - Consideration of Assessments for South Locust Business Improvement District 2013

#9557 - Consideration of Approving FY 2015-2016 Annual Single City Budget and the Annual Appropriations Bill Including Addendum #1

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

#9553 - Consideration of Amendments to Chapter 13 of the Grand Island City Code Relative to Occupation Tax for Downtown Improvement Parking District No. 1

Motion by Donaldson, second by Fitzke to approve Ordinance #9553.

City Clerk: Ordinance #9553 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 #9553 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9553 is declared to be lawfully adopted upon publication as required by law.

#9554 - Consideration of Assessments for Downtown Business Improvement District 2013

#9555 - Consideration of Assessments for Fonner Park Business Improvement District 2013

#9556 - Consideration of Assessments for South Locust Business Improvement District 2013

Motion by Haase, second by Hehnke to approve Ordinances #9554, #9555, and #9556.

City Clerk: Ordinances #9554, #9555, and #9556 on first reading. All those in favor of the passage of these ordinances on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinances #9554, #9555, and #9556 on second and final reading. All those in favor of the passage of these ordinances on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinances #9554, #9555, and #9556 are declared to be lawfully adopted upon publication as required by law.

**#9557 - Consideration of Approving FY 2015-2016 Annual Single City Budget and the Annual Appropriations Bill Including Addendum #1**

Comments were made regarding the challenges of this budget and the future of the City going forward. Mentioned were the fiscal policies of the City. Mayor Jensen thanked the Council and City staff for their work on this budget.

Motion by Stelk, second by Haase to approve Ordinance #9557.

City Clerk: Ordinance #9557 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmembers Steele, Minton, Fitzke, Donaldson, Hehnke, Haase, Jones, Stelk and Nickerson voted aye. Councilmember Paulick voted no. Motion adopted.

City Clerk: Ordinance #9557 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, Councilmembers Steele, Minton, Fitzke, Donaldson, Hehnke, Haase, Jones, Stelk and Nickerson voted aye. Councilmember Paulick voted no. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9557 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Motion by Hehnke, second by Stelk to approve the Consent Agenda. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of August 24, 2015 City Council Special Meeting/Budget Session.

Approving Minutes of August 25, 2015 City Council Regular Meeting.

#2015-234 - Approving Final Plat and Subdivision Agreement for Park-View Sixth Subdivision. It was noted that Clyde and Linda Swearingen, owners, had submitted the Final Plat and Subdivision Agreement for Park-View Sixth Subdivision for the purpose of creating 2 lots located east of Blaine Street and south of Pioneer Blvd. consisting of 2.6234 acres.

#2015-235 - Approving Bid Award for Precipitator, Bottom Ash and Boiler Industrial Cleaning - Fall 2015 Outage at Platte Generating Station with Meylan Enterprises, Inc. of Omaha, NE in an Amount of \$140,654.71.

#2015-236 - Approving Bid Award for Transmission Line 1064B Upgrade with IES Commercial, Inc. of Holdrege, NE in an Amount of \$1,741,883.50.

#2015-237 - Approving Bid Award for Chimney Rain Hood Ice Melt System at Platte Generating Station with IES Commercial, Inc. of Holdrege, NE in an Amount of \$150,775.00.

#2015-238 - Approving Prairie Breeze III Wind Energy Project Power Purchase Agreement Amendment #1.

#2015-239 - Approving Acceptance of Coal Combustion Residual Rule Consulting Services Proposal from HDR Engineering of Omaha, NE in an Amount not to exceed \$59,960.00.

#2015-240 - Approving Designated Depositories and City Treasurer Authorizations.

#2015-241 - Approving Bid Award for Ryder Park Tennis Court Improvement Project with Remer Sports Surfaces of Denver, CO in an Amount of \$422,093.00.

#2015-242 - Approving Bid Award for Phase Two of Sterling Estates Park Trail with The Diamond Engineering Co. of Grand Island, NE in an Amount of \$48,107.00.

#2015-243 - Approving Change Order No. 1 Installation of Irrigation System at Sterling Park with Tilley Sprinklers & Landscaping of Grand Island, NE for an Increase of \$1,982.00 and a Revised Contract Amount of \$35,319.00.

#2015-244 - Approving Change Order No. 1 Heartland Public Shooting Park Entry Road Project with J.I.L. Asphalt Paving Co. of Grand Island, NE for a Decrease of \$9,370.11 and a Revised Contract Amount of \$195,774.59.

#2015-245 - Approving Stryker Cot Maintenance Contract for the Fire Department for One Year.

#2015-246 - Approving Acquisition of Utility Easement at the Northwest Corner of Stolley Park Road and Adams Street (Grand Island Public Schools).

#2015-247 - Approving Bid Increase for the Law Enforcement Center & Downtown Parking Lot Snow Removal Operations for the 2015/2016 & 2016/2017 Winter Season with Premier Snow Removal, LLC. of Grand Island, NE in an amount per load rate from \$35.00 for trucks hauling snow to \$50.00.

#### RESOLUTIONS:

#2015-248 - Consideration of Approving Amendment to the Redevelopment Plan for CRA Area 2 located at 1607 South Locust Street (Bosselman Real Estate, LLC). This item was related to the aforementioned Public Hearing. Comments were made in support of the redevelopment of this project along South Locust Street. Councilmember Steele brought up concerns of the 15 year TIF financing. Mayor Jensen mentioned the benefits of TIF projects and the future of what those projects would do for the City.

Motion by Minton, second by Donaldson to approve Resolution #2015-248. Upon roll call vote, Councilmembers Paulick, Minton, Fitzke, Donaldson, Hehnke, Haase, Jones, Stelk, and Nickerson voted aye. Councilmember Steele voted no. Motion adopted.

#2015-249 - Consideration of Approving General Property, Downtown Improvement Parking District #2 (Ramp) and Community Redevelopment Authority (CRA) Tax Request for FY 2016. This item was related to the aforementioned Public Hearing.



Motion by Paulick, second by Minton to approve Resolution #2015-249. Upon roll call vote, all voted aye. Motion adopted.

#2015-250 - Consideration of Approving 1% Increase to the Restricted Revenues Lid Limit. Interim Finance Director William Clingman reported that in 1998 the Nebraska State Legislature passed LB 989 which put a lid on the amount of restricted revenues a political subdivision could budget for. The restricted revenues that the City of Grand Island included in the budget were: Property Taxes, Local Option Sales Tax, Motor Vehicle Tax, Highway Allocation and Municipal Equalization Funds. The additional 1% increase for FY 2015-2016 State of Nebraska budget report would increase the prior year restricted revenues base by \$283,609.79. This increase in restricted funds authority was not an increase in budgeted revenues or authorized expenditures. It only provided the ability to increase restricted revenues in order to budget all restricted revenue funding sources each budget year.

Comments were made by Council both in favor and against the 1% lid limit.

Motion by Nickerson, second by Stelk to approve Resolution #2015-250. Upon roll call vote, Councilmembers Paulick, Minton, Fitzke, Donaldson, Hehnke, Jones, Stelk, and Nickerson voted aye. Councilmembers Steele and Haase voted no. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Donaldson, second by Nickerson to approve the Claims for the period of August 26, 2015 through September 8, 2015, for a total amount of \$4,836,821.47. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 8:04 p.m.

RaNae Edwards  
City Clerk



# **City of Grand Island**

**Tuesday, September 22, 2015**

**Council Session**

## **Item G-2**

### **Approving Minutes of September 15, 2015 City Council Study Session**

**Staff Contact: RaNae Edwards**

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

September 15, 2015

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on September 15, 2015. Notice of the meeting was given in the *Grand Island Independent* on September 9, 2015.

Mayor Jeremy L. Jensen called the meeting to order at 7:00 p.m. The following Councilmembers were present: Mitch Nickerson, Mark Stelk, Jeremy Jones, Chuck Haase, 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.

Mayor Jensen introduced Community Youth Council member Brandeis Jensen and board member Danna Burchess.

INVOCATION was given by Community Youth Council member Brandeis Jensen followed by the PLEDGE OF ALLEGIANCE.

SPECIAL ITEMS:

Presentation on Utility Customer Service Center: Interim Finance Director William Clingman reported that over the last several years the number of customers who pay their utility bills in person had increased. The current layout of City Hall was inadequate to accommodate this increase. In the past several solutions had been discussed regarding space issues at City Hall.

The following survey results of over 500 customers were presented:

- 49% want to pay with cash
- 85% would like a drive-thru
- 27% would like more privacy
- 70% want more parking
- 67% would like a separate facility

Building Department Director Craig Lewis commented on the customer service area in City Hall which was one of the most confined spaces in the building. Reviewed was the domino effect that had been looked at over the last couple of years. The sight at 1<sup>st</sup> and Sycamore Streets for a new building was cost prohibitive.

Utilities Director Tim Luchsinger commented on the building at 1306 West 3<sup>rd</sup> Street. He stated there was unused space in the building and lots of parking. Reviewed was the layout of the building and how the customer service group could use that area. Mentioned was the importance of a drive-through as indicated in the survey. This would more than likely be an overhead tube

system. The total interior estimate was \$104,500 and a remote kiosk delivery system was estimated at \$35,000.

Moving the customer service group to another location would serve to improve the service and free up much needed space in City Hall. It also would eliminate parking issues, interior congestion and privacy within the building. The move of the customer service group out of City Hall would free up space that could be used to expand the Information Technology Department, create privacy within the Human Resources Department, and allow adequate space for the Finance Department. Mr. Clingman reviewed the changes that would take place in City Hall.

Positive comments were made by Council regarding the central location of 1306 West 3<sup>rd</sup> Street and cost of this project versus building a new building. Mr. Luchsinger answered questions regarding the building at 1306 West 3<sup>rd</sup> Street. He stated a new water main had been installed. Mr. Clingman answered questions regarding the survey. Comments were made regarding having the Finance Department in two different areas and not having a Finance Director at this time to have input in this decision.

Public Works Director John Collins answered questions concerning the drainage and the gravel street on the west side of 1306 West 3<sup>rd</sup> Street. Mr. Luchsinger stated the meter readers were in the process of moving to this new location.

ADJOURNMENT: The meeting was adjourned at 7:40 p.m.

RaNae Edwards  
City Clerk



# **City of Grand Island**

**Tuesday, September 22, 2015**

**Council Session**

## **Item G-3**

**Receipt of Official Document – Tort Claim filed by Dumale  
Bariyiga**

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** September 22, 2015

**Subject:** Receipt of Official Document – Tort Claim filed by Dumale Bariyiga

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

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

## **Background**

The City of Grand Island has received a Notice of Tort Claim from Dumale Bariyiga alleging certain claims in connection with the death of her daughter, Nubari Koffree, that occurred on July 18, 2015 at the Island Oasis Water Park.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of Dumale Bariyiga 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. The mere statement of these allegations does not make them true. By formally accepting this claim, the City is not admitting any liability, negligence or other wrong doing.

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**

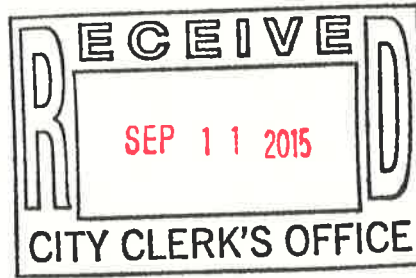
City Administration recommends that the Council take no action other than acknowledge receipt of the claim.

### **Sample Motion**

Move to approve acknowledgement of the Tort Claim filed by Dumale Bariyiga.

**WOLFE, SNOWDEN, HURD, LUERS & AHL, LLP**

JACK G. WOLFE  
JAMES A. SNOWDEN  
JOHN C. HURD  
JAMES B. LUERS  
STEPHEN L. AHL  
DEAN J. SITZMANN  
WILLIAM L. TANNEHILL  
MELANIE J. WHITTAMORE-MANTZIOS  
RENEE EVELAND  
ERIN C. DUGGAN PEMBERTON  
KRISTA M. CARLSON  
NATHAN D. ANDERSON  
JOHN P. WEIS



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(402) 474-1507  
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September 8, 2015

RaNae Edwards  
Grand Island City Clerk  
P.O. Box 1968  
Grand Island, NE 68801

***RE: Political Subdivision Tort Claim of Dumale Bariyiga for the wrongful death of her daughter, Nubari Koffree on July 18, 2015, at the Island Oasis Water Park, 321 East Fonner Park, Grand Island, Nebraska***

Dear Clerk Edwards:

Please consider this letter as Dumale Bariyiga's Political Subdivision Tort Claim pursuant to NEB. REV. STAT. §13-905. I have also enclosed a Claim Form that was available on the City Attorney's website. We are also sharing this with the Human Resource Department per instructions on the Claims Form. I represent Dumale Bariyiga in the wrongful death action of her daughter, Nubari Koffree, that occurred on July 18, 2015, at the Island Oasis Water Park in Grand Island, Nebraska.


Nubari Koffree was at the Island Oasis Water Park at 321 East Fonner Park on July 18, 2015, when she drowned. Nubari was along the east edge of the wave pool near the lifeguard's chair on the east side of the wave pool when the drowning occurred. At 3:46 p.m. Nubari is seen to be struggling in the water and going under in a video we have obtained. At approximately 3:47 or 3:48 p.m., swimmers notify the lifeguard who is sitting on the chair on the east side that Nubari is at the bottom of the pool. The lifeguard tells the person who notified her not to get Nubari. The lifeguard brought Nubari up from the bottom and waited in the water with Nubari for the back board and headrest to be brought to her in the water. It appears that the lifeguards were waiting for a seventh lifeguard to show up who knew how to give CPR before bringing Nubari out of the water. During this critical and painful time in the water with six lifeguards standing around, no CPR was being given to Nubari. There may have been a minute delay when Nubari was finally brought out of the water before CPR was started. The lifeguards were



negligent in failing to timely see that Nubari was in distress in the water when it happened right in front of the lifeguard's chair and for failing to timely provide CPR when Nubari was brought out of the water.

Ms. Bariyiga is making a Political Subdivision Tort Claim for the cost of the Fire Department (\$1,501.40), the hospital bills (\$9,745.47), the funeral bills (\$7,326.67), and for the life of Nubari Koffree for one million dollars. If you need any additional information, please let me know.

Sincerely,



Melanie J. Whittamore-Mantzios  
[mmantzios@wolfesnowden.com](mailto:mmantzios@wolfesnowden.com)

Enclosure

cc: Grand Island Human Resources  
Robert Sivick, City Attorney  
Scott G. Vala (EMC Insurance)  
Randall Goyette (Attorney for EMC Insurance)  
Dumale Bariyiga



# City of Grand Island

Tuesday, September 22, 2015

Council Session

## Item G-4

### **Approving Re-Appointments of Dehn Renter, Jeff Vinson, and Tim White to the Citizens Advisory Review Committee Board**

*Mayor Jensen has submitted the re-appointments of Dehn Renter, Jeff Vinson, and Tim White to the Citizens Advisory Review Committee board. The appointments would become effective October 1, 2015 upon approval by the City Council and would expire on September 30, 2017.*

Staff Contact: Mayor Jeremy Jensen



# City of Grand Island

Tuesday, September 22, 2015

Council Session

## Item G-5

### **Approving Re-Appointment of Glen Murray to the Community Redevelopment Authority Board**

*Mayor Jensen has submitted the re-appointment of Glen Murray to the Community Redevelopment Authority (CRA) board. The appointment would become effective October 1, 2015 upon approval by the City Council and would expire on September 30, 2020.*

Staff Contact: Mayor Jeremy Jensen



# **City of Grand Island**

**Tuesday, September 22, 2015**

**Council Session**

## **Item G-6**

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

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk  
**Meeting:** September 22, 2015  
**Subject:** Approving Garbage and Refuse Haulers Permits  
**Presenter(s):** RaNae Edwards, City Clerk

## **Background**

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

## **Discussion**

The following businesses have submitted applications for renewal for 2015/2016:

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

All City Code requirements have been met by these businesses.

## **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the renewals for garbage/refuse permits for 2015/2016.

### **Sample Motion**

Move to approve the renewal for garbage/refuse permits for 2015/2016.



## Application for Haulers License

1 **Type of License Required:**

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

2 **Identification of Applicant:**

- a. Individual or Firm Identification

Business Name

Heartland Disposal

Business Address

1839 E 4<sup>th</sup> St Grand Island 68801

Business Telephone

308-382-1683-

- b. Miscellaneous Information:

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

308-382-1683

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

Heartland Disposal

3 **Residency Certification:**

- a. ☐ Individual Applicant – Resident of Hall County

Name and Home Address of Individual:

- b. ☒ Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

Tommy Umml 567 S Shady Bend

- c. ☐ Non-resident Individual or Corporation

Name and Home Address of Appointed Resident Agent:

3 **Required Documents to be Furnished:**

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

9/17/15  
Date

Tommy Umml  
Signature of Applicant

Type	Year	Make	Vin	GVWR(lbs)	License Plate #	Unit
TR	1990	International	1HSHBGFN2LH282714		8-203	102
TR	2005	International	1HTWGAA165J199550	60000	8-8916	110
TR	2003	Mack	1M2P267C13M066156		8-3612	125
TR	2007	International	1HTMSAARX7H471036		8-22049	127
TR	1999	Peterbilt	1NPZLA0X7XD711465		8-10546	204P
TR	1997	Volvo	4VMECKBEXVR742446	15579	8-14406	204V
TR	1998	Crane Carrier	1CYCCK482WT043440	50000	8-15094	308
TR	1998	International	1HTSHAA4TH399911	50000	8-3615	312
TR	1997	Ford	1FDZ586E9VVA28419		8-15469	316
TR	1999	International	1HTSHAAR8XH59816	54000	8-348	318
TR	2005	International	1HTWHADT05J033792		8-16905	320
TR	2005	International	1HTWHADT35J033771		8-17210	324
TR	1997	Volvo	4VMECKBEXVR742446	50000	8-11685	603
TR	2003	Freightliner	1FVHCFA823RK54525		8-19718	607
TR	1999	Peterbilt	1NPZHA8XXD711336		8-19278	608
TR	2005	Freightliner	1FVHCFDL75RU04275		8-22198	609





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09-17-15

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

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

<b>PRODUCER</b> Ryder-Rosacker-McCue & Huston 509 W. Koenig St. Grand Island, NE 68801	<b>CONTACT NAME:</b> Jeanne Prince		
	<b>PHONE (A/C, No. Ext):</b> (308) 382-2330 or 800-658-4200	<b>FAX (A/C, No.):</b> (308) 382-7109	
	<b>E-MAIL ADDRESS:</b> jprince@ryderinsurance.com		
<b>INSURED</b> Heartland Disposal, Inc. 1839 E 4th St Grand Island NE 68803	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A :</b> United Fire Group		
	<b>INSURER B :</b> Carolina Casualty (PMC Insurance)		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
		<b>INSURER F :</b>	

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


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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		60448434	6-29-15	6-29-16	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$ 1,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		60448434	6-29-15	6-29-16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						<b>Pollution Liability</b> \$ 1,000,000
						EACH OCCURRENCE \$ 4,000,000
						AGGREGATE \$ 4,000,000
						\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		60448434	6-29-15	6-29-16	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A	BNUWC0128183	6-26-15	6-29-16	

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

The City of Grand Island is an additional insured when required by executed written contract.

**CERTIFICATE HOLDER****CANCELLATION**

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



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA

Inquiries: Surety Department  
118 Second Ave SE  
Cedar Rapids, IA 52401

**CERTIFIED COPY OF POWER OF ATTORNEY**

(original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint Randy A. Ramlo, or David A. Lange, or Dennis J. Richmann, or Arthur J. Fearn, or Michael D. May, or D. Michael Hays, or Judith A. Davis, or Mary Bertsch, or Kyanna Saylor, or Jeremy Lewis, or Patricia Wiebel, or Philip E. Morgette, or Allison Nissen, or Leony Kaster, or Brad Hance, or Patti Waddell, or Patricia L. Niebes, or Shelby Braden, All Individually of Cedar Rapids, IA; or Gary D. Dill, or Ramona Seidman, or Stephen Moore, All Individually of Rocklin, CA

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

**"Article VI – Surety Bonds and Undertakings"**

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

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 1<sup>st</sup> day of May, 2015



UNITED FIRE & CASUALTY COMPANY  
UNITED FIRE & INDEMNITY COMPANY  
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann* Vice President

State of Iowa, County of Linn, ss:

On 1<sup>st</sup> day of May, 2015, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Mary A. Bertsch*

Notary Public

My commission expires: 10/26/2016

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY, and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 7<sup>th</sup> day of April 2015.



By: *David A. Lange*

Secretary, UF&C  
Assistant Secretary, UF&I/FPIC



## Application for Haulers License

1 **Type of License Required:**

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

2 **Identification of Applicant:**

a. Individual or Firm Identification

Business Name

Business Address

Business Telephone

Mid-Nebaska Disposal, Inc.  
3080 W 2nd  
308-382-7053

b. Miscellaneous Information:

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

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

308-382-7053

same as above

3 **Residency Certification:**

a. ☐ Individual Applicant – Resident of Hall County

Name and Home Address of Individual:

b. ☒ Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

Chris Woodward 131 N. Bismark R.

c. ☐ Non-resident Individual or Corporation

Name and Home Address of Appointed Resident Agent:

6 I, NE  
68501

3 **Required Documents to be Furnished:**

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

9/8/15

Chris Woodward

**MID NEBRASKA DISPOSAL, INC**  
**3080 W 2ND ST**  
**GRAND ISLAND, NE 68803**

**TRUCK LIST AS OF 08/01/2015**

UNIT #	SERIAL #	LICENSE#	TRUCK TYPE
2	1NPZLT0X84D715516	83586	2004 PETE-FL
4	1M2B209C26M030761	83973	2006 MACK-RO
5	1M2AV02C2FM012404	822121	2015 MACK-FL
6	1NKDX4TX0DJ341796	86427	2013 K.W. - RO
8	1FV6HLBB7WH888103	811017	1998 FREIGHTL-RL
10	1NPAL00X07D662648	817595	2007 PETE-RO
11	1HTWGADR93J069789	820303	2003 INT.-RL
12	1FVHCFCY66RW10296	81637	2006 CONDOR-SL
16	1M2B209C2BNOO9634	810422	1992 MACK-RO
20	2FZHAWAK11AH97549	89828	2001 STERLING-RO
22	1FVHCYBS3CHBM8762		2012 FRTLNR-RL
23	1HTWGADR73J069788	81175	2003 INTER-RL
24	1HTWGAZR57J398763	813964	2007 INTER-RL
33	1FVHCYBS08HZ17612	89149	2008 FREIGHTL-RL
34	1HTSDAAN4WH572893	86441	1998 INT-RL
35	3BPZL00X3BF121637		2011 PETE-SL
36	1CYCCL5846T047459	82192	2006 C.C.-SL
37	1HTSLAAM4TH284264	812051	1996 INTER-RL
40	4VMECLPFXXN768627	89053	1999 VOLVO-SL
41	1CYCCK4828T048981	89052	2008 C.C.-SL
44	1M2K189C66M034491	812498	2006 MACK-RL
45	3BPZL00X88F718226	822048	2008 PETE-FL
46	1FVXJLBB8RL776758	812492	1994 FRTLNER-RL
47	1HTWGAZT87J562633	816592	2007 INTER-RL
48	1FVHCYDJ37HY10248	87148	2007 FRTLNER-RL
49	1M2AG11C84M010607	84647	2004 MACK-RO
50	1FVHCFCY86RW43848	81098	2006 CONDOR-SL
51	1CYCCR582525T046893	814941	2005 CRANE CARR
52	1GCPKPE03A2235001	821224	2010 CHEVY- PU
53	1FVHCYBS9DHFH1763		2013 FRTLNR-RL





# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
04/01/2015

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

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

PRODUCER Holmes Murphy & Assoc - WDM PO Box 9207 Des Moines, IA 50306-9207	1-800-247-7756	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No.): E-MAIL: ADDRESS:																					
INSURED Mid-Nebraska Disposal, Inc. 3080 W 2nd St Grand Island, NE 68803	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: AMCO INS CO</td> <td></td> <td>19100</td> </tr> <tr> <td>INSURER B: WEST BEND MUT INS CO</td> <td></td> <td>15350</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: AMCO INS CO		19100	INSURER B: WEST BEND MUT INS CO		15350	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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## COVERAGES

CERTIFICATE NUMBER: 43468531

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GENERAL AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PROTECT <input checked="" type="checkbox"/> LOG			GLA03016542002	04/01/15	04/01/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Each occurrence) \$ 300,000 VED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> IRRLD AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> CA-9948 <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90			BAA3016542002	04/01/15	04/01/16	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$ 10,000			CAA3016542002	04/01/15	04/01/16	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OR INDEMNIFIED EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			AIL207690201	04/01/15	04/01/16	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHERS EACH ACCIDENT \$ 500,000 DISEASE - EACH EMPLOYEE \$ 500,000 DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Insurance Verification. Copy of Policy available upon request.

## CERTIFICATE HOLDER

## CANCELLATION

City of Grand Island  Attn: Renae Edwards City Hall 100 E First St Grand Island, NE 68801  USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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CITY OF GRAND ISLAND  
PERFORMANCE BOND REQUIRED BY  
CHAPTER 17-22

BOND NO. BD 7900589563

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

IT IS FURTHER PROVIDED THAT:

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

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

MID-NEBRASKA DISPOSAL, INC.

PRINCIPAL

X *Justin Woodward*

ALLIED MUTUAL INSURANCE COMPANY

*Eugene B. Miller*

ATTORNEY-IN-FACT

EUGENE B. MILLER



## Application for Haulers License

1 **Type of License Required:**

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

2 **Identification of Applicant:**

- a. Individual or Firm Identification

Business Name

Full Circle Roll offs

Business Address

1839 E 4<sup>th</sup> St

Business Telephone

308-384-4418

- b. Miscellaneous Information:

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

308-384-4418

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

Full Circle Roll offs

3 **Residency Certification:**

- a. ☐ Individual Applicant – Resident of Hall County

Name and Home Address of Individual:

- b. ☒ Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

Tammy Lund 567 S Stahr Rd

- c. ☐ Non-resident Individual or Corporation

Name and Home Address of Appointed Resident Agent:

3 **Required Documents to be Furnished:**

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

9/17/15

Tammy Lund

TRUCK #	PLATE	MAKE	YEAR	TYPE
401	8-1336	INTERNATIONAL	1995	ROLLOFF
402	8-1336	FEREIGHTLINER	2004	ROLLOFF





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09-17-15

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

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

<b>PRODUCER</b> Ryder-Rosacker-McCue & Huston 509 W. Koenig St. Grand Island, NE 68801	<b>CONTACT NAME:</b> Jeanne Prince	
	<b>PHONE (A/C, No, Ext):</b> (308) 382-2330 or 800-658-4200	<b>FAX (A/C, No):</b> (308) 382-7109
<b>INSURED</b> Heartland Disposal, Inc. 1839 E 4th St Grand Island NE 68803	<b>E-MAIL ADDRESS:</b> jprince@ryderinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> United Fire Group	
	<b>INSURER B:</b> Carolina Casualty (PMC Insurance)	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		
<b>NAIC #</b>		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			60448434	6-29-15	6-29-16	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>
							MED EXP (Any one person) \$ <b>5,000</b>
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ <b>2,000,000</b>
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
	OTHER:						\$ <b>1,000,000</b>
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>			60448434	6-29-15	6-29-16	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							<b>Pollution Liability</b> \$ <b>1,000,000</b>
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>			60448434	6-29-15	6-29-16	EACH OCCURRENCE \$ <b>4,000,000</b>
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$ <b>4,000,000</b>
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>	<input type="checkbox"/> CLAIMS-MADE					\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			BNUWC0128183	6-26-15	6-29-16	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ <b>1,000,000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
							E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

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

The City of Grand Island is an additional insured when required by executed written contract.

**CERTIFICATE HOLDER****CANCELLATION**City of Grand Island  
Attn: Building Inspection Dept  
PO Box 1968  
Grand Island, NE 68802-1968

Fax: (308)385-5423

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Hattie Folkert

&lt;KF&gt;

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## Application for Haulers License

1 **Type of License Required:**

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

2 **Identification of Applicant:**

- a. Individual or Firm Identification

Business Name

Business Address

Business Telephone

O'Neill Transportation / Eq. LLC  
PO Box 2202 Grand Island  
308 384-1690

- b. Miscellaneous Information:

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

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

308 384-1690  
O'Neill Transportation  
Equipment LLC

3 **Residency Certification:**

- a. ☐ Individual Applicant – Resident of Hall County

Name and Home Address of Individual:

- b. ☐ Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

- c. ☐ Non-resident Individual or Corporation

Name and Home Address of Appointed Resident Agent:

3 **Required Documents to be Furnished:**

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

Kenworth 1994 084078  
Sterling 2005 821951

9/16/2015

Rubi Harris for Pat O'Neill



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/3/2015

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

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

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

## COVERAGES

CERTIFICATE NUMBER: CL158324076

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			0000016039	7/25/2015	7/25/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	<b>AUTOMOBILE LIABILITY</b>			0000016039	7/25/2015	7/25/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS		BODILY INJURY (Per accident) \$				
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PROPERTY DAMAGE (Per accident) \$				
						Business Auto Ultra \$	
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR			CX50003654	7/30/2015	7/25/2016	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		AGGREGATE \$ 3,000,000				
	DED <input type="checkbox"/> RETENTION \$						\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			0G182380-15\ PENDING	7/25/2015	7/25/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	E.L. EACH ACCIDENT \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				

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

## CERTIFICATE HOLDER

(308) 385-4523

City of Grand Island  
PO Box 1968  
Grand Island, NE 68802

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# City of Grand Island

Tuesday, September 22, 2015

Council Session

## Item G-7

**#2015-251 - Approving Final Plat and Subdivision Agreement for  
Grand Island Mall 18th Subdivision**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** September 22, 2015

**Subject:** Grand Island Mall 18<sup>th</sup> Subdivision – Final Plat

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

## **Background**

This property is located north of State Street and east of US Hwy 281 in the City of Grand Island, in Hall County, Nebraska. Consisting of (7 Lots) and 16.43 acres.

## **Discussion**

The plat for Grand Island Mall 18<sup>th</sup> Subdivision, Final Plat was considered by the Regional Planning Commission at the September 2, 2015 meeting.

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

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

A roll call vote was taken and the motion passed with 10 members present and voting in favor (Kjar, Haskins, Connick, Maurer, Robb, O'Neill, Ruge, Huisman, Bredthauer and Connelly) and no members abstaining.

## **Alternatives**

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

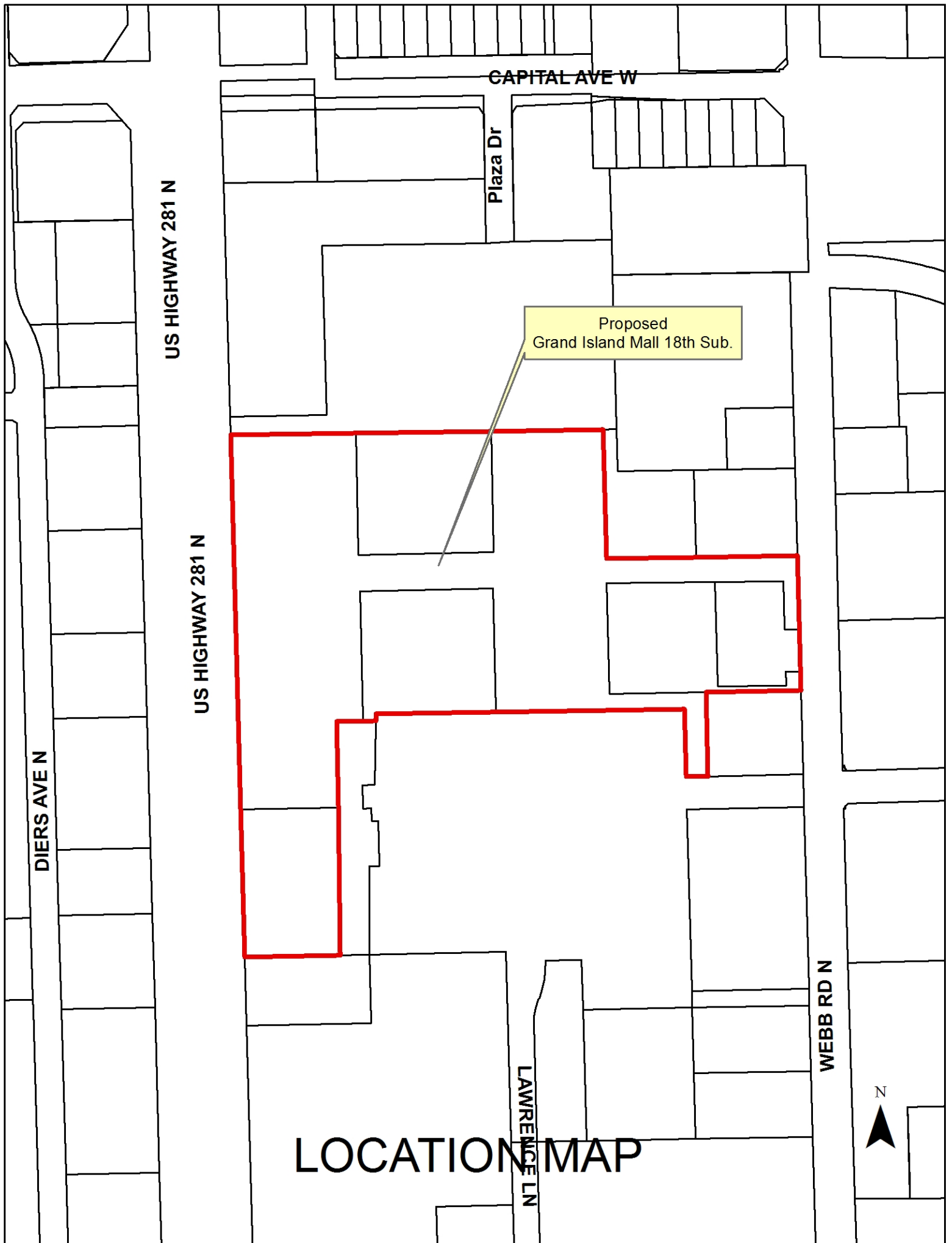
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

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

### **Sample Motion**

Move to approve as recommended.





## Developer/Owner

Grand Island Joint Ventures, LLC  
2127 Innerbelt Business Center Drive  
St Louis MO 63114

To create 7 lots located north of State Street and east of US Hwy 281, in Grand Island, in Hall County, Nebraska.

**Size:** 16.43 acres **Grand Island Joint Ventures, LLC**

**Zoning:** CD – Commercial Development

**Road Access:** City Roads

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

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





RESOLUTION 2015-251

WHEREAS Grand Island Joint Venture, LLC, being the owner of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as "GRAND ISLAND MALL EIGHTEENTH SUBDIVISION", to be laid out into 7 lots, on a tract of land, a replat of all of Grand Island Mall 17<sup>th</sup> Subdivision all in the City of Grand Island, Hall County, Nebraska, West of the 6<sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska, and has caused a plat thereof to be acknowledged by it; and

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2015.

---

Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 18, 2015	☐ City Attorney



# City of Grand Island

Tuesday, September 22, 2015

Council Session

## Item G-8

**#2015-252 - Approving Municipal Advisory Services Agreement  
with Smith Hayes Financial Services Corporation**

Staff Contact: William Clingman, Interim Finance Director

# **Council Agenda Memo**

**From:** William Clingman, Interim Finance Director

**Meeting:** September 22, 2015

**Subject:** Approving Municipal Advisory Services Agreement with Smith Hayes Financial Services Corporation

**Presenter(s):** William Clingman, Interim Finance Director

## **Background**

In recent years the SEC has begun to look more closely at bond issuances for Municipalities. They have also limited the ability of bond underwriters to act in an advisory capacity while also underwriting bonds for a municipality. This is primarily because bond underwriters do not have a fiduciary duty to the City, as they are required to state in their disclosure statements before underwriting a bond. However, Municipal Advisors do have a fiduciary duty to the municipality they work for and are able to assist with many bond related tasks. The Municipal Advisor role is more widely used in other States, but is beginning to be used within Nebraska.

## **Discussion**

The contract with Smith Hayes will designate them as the Municipal Advisor for the City of Grand Island. They would then have a fiduciary duty, or responsibility to act in the best interest of the City, to the City of Grand Island when working as a Municipal Advisor. One of their routine services would be to evaluate existing bonds for re-bonding opportunities that would result in an overall savings to the City. They would also work with the City's bond attorney to ensure timely and accurate reporting for all current bond issuances. Finally, they would be available to answer questions related to debt issuances in general.

The contract provides an annual payment of \$5,000 for the above services. If the City decides to pursue an actual debt issuance an additional fee would be paid to Smith Hayes, which is dependent upon the amount of debt issued. When the City issues debt Smith Hayes would draft and put out for bid an RFP related to that specific issuance. This would be done each time debt is issued in order to ensure the best rates are obtained. The City Attorney's office has reviewed and approved the contract as presented.

It should also be noted that Smith Hayes does function as a bond underwriter for other municipalities. They would be unable to do that for the City of Grand Island if they are the Municipal Advisor for the City. The two roles are mutually exclusive. In fact, Smith Hayes Financial Services Corporation would be unable to purchase bonds issued by the City of Grand Island on the primary market.

### **Alternatives**

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

1. Approve the contract with Smith Hayes Financial Service Corporation
2. Disapprove or deny contract
3. Refer to a committee

### **Recommendation**

City Administration recommends that the Council approve the contract with Smith Hayes Financial Services Corporation.

### **Sample Motion**

Move to approve the contract with Smith Hayes Financial Services Corporation.

September 22, 2015

City of Grand Island, Nebraska

Re: Municipal Advisory Services Agreement

Ladies and Gentlemen:

On behalf of SMITH HAYES Financial Services Corporation (“we” or “SMHS”), we thank you for the opportunity to serve as exclusive independent municipal financial advisor to the City of Grand Island, Nebraska (“you” or the “City”). This Agreement will establish the terms and conditions under which SMHS will provide municipal financial advisory services to the City in connection with the public finance market.

1. Financial Advisory Services to be Provided by SMHS. The City hereby engages SMHS to serve as its independent municipal financial advisor and in such capacity SMHS agrees to provide financial advisory services, consultant services, and, which may include but are not limited to, the services described on Exhibit A in accordance with industry practices and in the best interest of the City.

Under MSRB Rule G-23, SMHS will not be able to serve as underwriter or placement agent for any notes, bonds or other securities to be issued and sold as part of the Financing. As financial advisor, SMHS’s role is to provide financial advisory and consultant services with respect to the issuance(s) of securities as set forth on Exhibit A. As financial advisor, SMHS acknowledges it has a fiduciary duty under federal securities law to act in the best interests of the issuer without regard to its own financial or other interests. SMHS’s fiduciary duties include the duty of care and the duty of loyalty. SMHS is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board.

2. Fees and Expenses. For its financial advisory services, SMHS shall be entitled to certain fees (the “Financial Advisory Fee”) to be paid by the City as described on Exhibit B. In addition, the City shall reimburse SMHS for all out-of-pocket costs and expenses it reasonably incurs in connection with the services it provides hereunder; provided, however, that such costs and expenses shall not exceed \$1,000 per annum without the City’s prior written consent.

3. Term and Termination. This Agreement shall be for an initial term beginning on the date this agreement is executed (the “Effective Date”) and ending on September 30, 2019,

subject to earlier termination pursuant to the provisions of Paragraphs 6 and 7 hereof. Effective at the end of each fiscal year, beginning October 1, 2019, the term of this Agreement shall be automatically extended for an additional year beyond the then end of the term unless one party gives the other party notice, not less than ninety (90) days prior to the end of a fiscal year, that such party does not agree to such extension of the term. Notwithstanding the forgoing, either party may terminate SMHS's engagement at any time without liability or penalty upon at least 30 days' prior written notice to the other party. If SMHS's engagement is terminated by the City, the City agrees to compensate SMHS for the services provided and to reimburse SMHS for its out-of-pocket expenses incurred through the date of termination and if within 12 months following such termination the City completes a financing which SMHS provided any financial advisory services on the City shall pay SMHS Transaction Related Fee described on Exhibit B, section 2.

4. Indemnification: Limitation of Liability. The City agrees that neither SMHS nor its employees, officers, agents or affiliates shall have any liability to the City for the services provided hereunder except to the extent it is judicially determined that SMHS engaged in gross negligence, willful misconduct, knowing violation of law or a breach of its fiduciary duty. In addition, to the extent permitted by applicable law, the City shall indemnify, defend and hold SMHS and its employees, officers, agents and affiliates harmless from and against any losses, claims, damages and liabilities that arise from or otherwise relate to the City's acts or omissions taken or omitted in connection herewith, or the transactions and other matters contemplated hereby, except to the extent such losses, claims, damages or liabilities are judicially determined to be the result of SMHS's gross negligence, or willful misconduct, knowing violation of law or breach of fiduciary duty. To the extent permitted by applicable law, SMHS shall indemnify, defend and hold the City and its employees, officers, agents and affiliates harmless from and against any losses, claims, damages and liabilities that arise from or otherwise relate to SMHS's acts or omissions taken or omitted in connection herewith, or the transactions and other matters contemplated hereby, to the extent such losses, claims, damages or liabilities are judicially determined to be the result of SMHS's gross negligence, or willful misconduct, knowing violation of law or breach of fiduciary duty.

5. Records and Accounts. SMHS shall maintain all records and accounts in connection with the financial advisor services performed pursuant to this Agreement in the manner and for at least the length of time prescribed by federal and state laws, rules and regulations governing financial advisors.

6. Ownership of Documents. All studies, reports, documents, estimates, summaries and any other written materials produced, created or accumulated in performing this Agreement and delivered to the City are and shall remain the property of the City and may be reproduced, distributed and published in whole or part without permission or any additional payments or fees to SMHS.

7. Termination for Default. Either party may terminate this Agreement for failure of the other party to fulfill or promptly fulfill its covenants or obligations under this Contract.

(b) If this Agreement is terminated by reason of a default of the Financial Advisor prior to the completion of Financial Advisor Services under this Agreement, the Financial Advisor shall immediately assign to the City, at the City's discretion, any contracts and/or agreements relative to this Agreement entered into between the Financial Advisor and its subcontractors and consultants. SMHS also shall (i) immediately discontinue all work and services affected (unless the notice directs otherwise), and (ii) upon payment for work performed, promptly deliver to the City all studies, reports, documents, specifications, calculations, plans, estimates, summaries and other information and materials accumulated in performing this Agreement.

To the City: City of Grand Island  
100 E First Street  
Grand Island, NE 68801  
Attention: City Treasurer  
E-mail: [finance@grand-island.com](mailto:finance@grand-island.com)

To the Financial Advisor: SMITH HAYES Financial Services Corporation  
1225 L Street, Suite 200  
Lincoln, NE 68508  
Attention: Blaine Spady  
E-mail: [bspady@smithhayes.com](mailto:bspady@smithhayes.com)

10. Regulatory Change. In the event of a change of law, rule or regulation that affects or imposes additional duties or costs upon the advisory services provided under this Agreement (a “Change”), you agree to negotiate in a commercially reasonable manner such modifications to this Agreement as we may reasonably request in order to (i) enable us to comply with such Change, (ii) allocate any new or additional costs between the parties or (iii) otherwise address the

effect of such Change upon the advisory services provided under this Agreement. If the parties are unable to agree promptly on the requested modifications to this Agreement, we may terminate this Agreement upon notice to you.

11. Severability. In the event that any provision, clause, portion or section of this Contract is unenforceable or invalid for any reason, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this Agreement.

12. Entire Agreement. This Agreement, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the City and SMHS concerning this Agreement. Neither the City nor SMHS has made or shall be bound by any agreement or any representation to the other concerning this Agreement, which is not expressly set forth or incorporated by reference herein.

13. Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska

14. Authority of the Parties. Each of the parties to this Agreement, and each person signing this Agreement on behalf of such party, represents and warrants to the other party to this Agreement as follows: (a) that such party has full power and authority to execute, deliver and carry out the terms and provisions of this Agreement; (b) that such party has taken all necessary action to authorize the execution, delivery and performance of this Agreement; (c) that the individual(s) and/or entities executing this Agreement on such party's behalf have the authority to bind it to the terms and conditions of this Agreement; and (d) that this Agreement has been duly executed and delivered by such party.

15. Parties Bound. This Agreement shall be binding upon and inure to the benefit of all parties. This Agreement is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.

16. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

If there is any aspect of this Agreement that you believe requires further clarification, please do not hesitate to contact us. If the foregoing is consistent with your understanding of our engagement, please sign and return the enclosed copy of this letter.

Again, we thank you for the opportunity to assist you with the Financing and the confidence you have placed in us.

Very truly yours,



SMITH HAYES Financial Services Corporation

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

Title: Vice President

Accepted this \_\_\_\_ day of September, 2015.

City Of Grand Island

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

Title: \_\_\_\_\_

**EXHIBIT  
A**

**EXHIBIT A**

**SCOPE OF SERVICES  
FINANCIAL ADVISOR**

SMHS will provide Municipal Financial Advisor Services, which may include, but are not limited to:

**A. Strategic Services**

1. Project feasibility
  - (a) Evaluate assumptions for feasibility provided by the City and provide analysis of feasibility of debt structure. Coordinate with Bond Counsel to determine City's authority, restrictions and requirements to issue debt for the project.
  - (b) On request meet with planning officials to assist with planning issues.
  - (c) On request participate and make recommendations regarding scope, cost and timing of projects.
  - (d) Participate and conduct cash flow analysis from proposed cost of improvements and current market conditions.
  - (e) Estimate the aggregate principal amount and timing of issuance of debt based on project plan.
  - (f) Advise City as to optimal financing structure.
2. Based on current market conditions evaluate funding options.
3. Provide the City with an impact analysis on cost changes to cash flow, debt issuance, budget and Bond and General Fund levies.
4. Conduct periodic analysis of the outstanding debt of the City.
  - (a) Meet with the City to establish timing parameters for a particular financing and identify financing needs and issues.
  - (b) Attend meetings of the City, as requested and respond to the City's general or specific inquiries regarding its debt.

## **B. Post-Issuance Services**

1. Assist City in preparing and submitting continuing disclosures as they relate to updated financial information, including compiling updated data and assisting Dissemination Agent with ongoing disclosure obligations of the City pursuant to SEC Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, as applicable. Such information shall include annual operating data, annual audit and material event filings.
2. Research and advise the City concerning aspects of tax exemption and arbitrage on existing debt in cooperation with Bond Counsel, City Accountant and City Attorney, including helping coordinate post issuance compliance obligations of the City.
3. Annual budget analysis and recommendations
  - (a) Provide information for annual budget cash flow analysis for debt service as requested.
  - (b) Make recommendations for DSRF cash management, and adjust structure to best suit current market conditions as needed.
4. Track outstanding bond debt and Notify the City of potential refunding opportunities, identifying specific full or partial issues that may qualify to be refunded based on current or forecasted market conditions.

## **C. Transaction-Related Services**

1. Provide independent financial advice and serve solely in the interest of the City.
2. Analyze and provide comments on various financing structures. The analysis will cover such issues as advantages and disadvantages of each financing alternative, risk analyses, legal constraints, and other aspects of financings where appropriate.
3. Assist in the preparation of necessary reports and documents to support the issuance of debt obligations, including, but not limited to: cash-flow-analysis statements, debt-service projections and models, verification of revenue estimates, and projections of market feasibility.
4. To the extent directed to do so by the City, advise on and manage a competitive bid process or a negotiated request for proposal process for investment banking and underwriting services, bond attorneys, financial printers, auditors, accountants paying agents/registrars, trustees, and other consultants, and provide advise

regarding which providers offer the greatest value (service relative to cost) to the City.

5. Participate in drafting and reviewing relevant bond documents, including but not limited to: preliminary and final official statements, bond resolution and indentures, and leases and contracts.
6. Participate, if requested, in informational, due-diligence or other financing-related meetings.
7. Assist in the development of comprehensive marketing plan, including identification of potential investors and market conditions for alternative products in order to achieve the lowest cost of borrowing.
8. Determine the benefits of and assist in the negotiation to obtain bids for bond insurance, letters of credit, or any other type of credit enhancement that is cost-effective for the transaction at-hand.
9. Work with the City to establish credit rating targets for proposed financing and devise an appropriate plan of action. Assist in preparing for and participate in meetings with rating agencies, credit enhancers, investors, or stockholders related to financing.
10. Prepare and discuss marketing conditions (including “comparables”) and preliminary pricing scales, syndicate rules, syndicate price views, and marketing compensations for the transaction at-hand.
11. Participate in discussions with City staff upon the occurrence of unexpected events regarding the effect on the City’s proposed debt issuance, and assist City staff in developing response strategies.
12. Work cooperatively with other financing team participants, including investment banks and other professional firms engaged by the City.
13. SMITH HAYES will follow the procurement procedures as outlined in Chapter 27 of the Grand Island City Code.

## EXHIBIT B

### FEES FINANCIAL ADVISOR CONTRACT

Under the terms of this Contract, the Financial Advisor agrees to perform the Financial Advisor Services described in this Contract. The City agrees, in accordance with the limitations and conditions set forth in the Contract, to compensate the Financial Advisor as follows:

1. Exhibit A, Section A and B. (Strategic Services and Post-Issuance Services). For providing Strategic Services and Post-Issuance Services, the Financial Advisor shall receive a fixed annual fee equal to:
  - (a) Flat fee of \$5,000 per annum. Such fees shall be payable on execution of this Contract and annually thereafter.
2. Exhibit A, Section C (Transaction Related Services). For providing Transaction-Related Services related to the issuance, refinancing or restructuring of any bonds, notes, loans, warrants or other obligations of the City, there will be a staggered fee for structuring the financing which is the sum of the following amounts based on the size of the transaction:

<u>PAR Amount</u>		<u>Fee</u>
\$0	to \$1,000,000	\$5,000
On the next	\$1,000,001 to \$5,000,000	0.500%
On the next	\$5,000,001 to \$10,000,000	0.400%
On the next	\$10,000,001 to \$20,000,000	0.350%
On the next	\$20,000,001 to \$30,000,000	0.300%
and over \$30,000,001 and up negotiated		

RESOLUTION 2015-252

WHEREAS, the City of Grand Island wants to hire a Municipal Advisor; and

WHEREAS, the City has discussed the potential service with Smith Hayes Financial Services Corporation; and

WHEREAS, Smith Hayes Financial Services Corporation will charge the City \$5,000 on an annual basis for these services; and

WHEREAS, Smith Hayes Financial Services Corporation will charge the City a defined fee for debt issuances they formulate.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement with Smith Hayes Financial Services Corporation.

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

---

Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2015.

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

Attest:

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

Approved as to Form	☐ _____
September 18, 2015	☐ City Attorney



# City of Grand Island

Tuesday, September 22, 2015

Council Session

## Item G-9

**#2015-253 - Approving Acquisition of Utility Easement - 1203 S. Stuhr Road - Midland Ag Service, Inc.**

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

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2015-253

WHEREAS, a public utility easement is required by the City of Grand Island from Midland Ag Service, 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 September 22, 2015 for the purpose of discussing the proposed acquisition of a twenty foot wide easement located in Hall County, Nebraska; and more particularly described as follows:

Commencing at the West Quarter corner of Section Twenty Three (23), Township Eleven (11) North, Range Nine (9) West of the 6<sup>th</sup> P.M., Hall County, Nebraska; thence easterly along the northerly line of tract of land described in Document 201201220 recorded in the Register of Deeds Office, Hall County, Nebraska, a distance of one thousand seven hundred two and five tenths (1,702.5) feet to the ACTUAL Point of Beginning; thence deflecting right 21°37'14" and running in a southeasterly direction, a distance of one hundred twelve (112.0) feet to the point of termination.

The side lines of the above described easement and right of way tract shall be prolonged or shortened as required to terminate on the boundary of Grantor's property and contain a total of 0.056 acres, more or less, as shown on the plat dated 8/27/2015, 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 Midland Ag Service, Inc., on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska September 22, 2015.

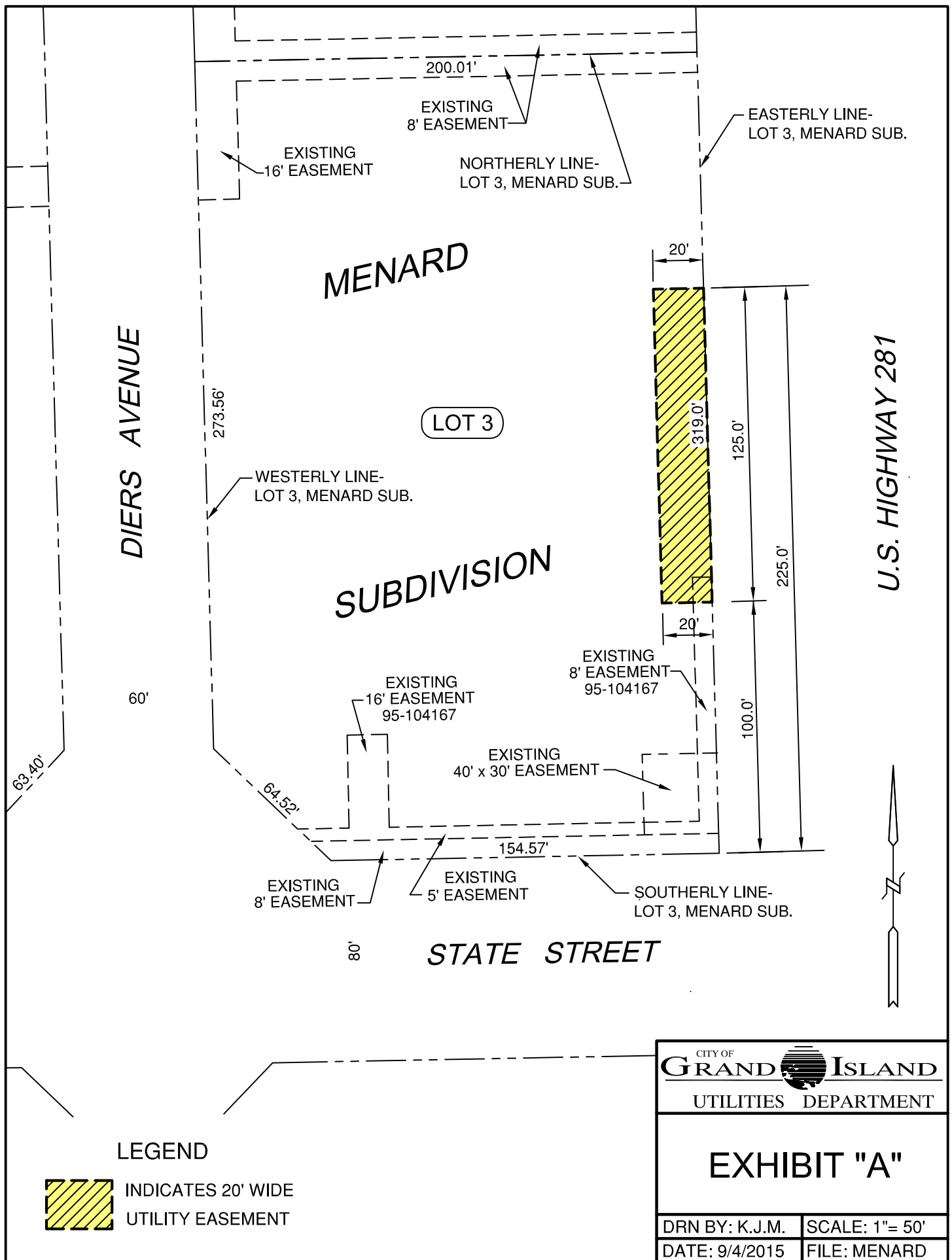
\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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

Approved as to Form	☐ _____
September 18, 2015	☐ City Attorney







# City of Grand Island

Tuesday, September 22, 2015

Council Session

## Item G-10

### **#2015-254 - Approving Acquisition of Utility Easement - 1911 Diers Avenue - Fugate**

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

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2015-254

WHEREAS, a public utility easement is required by the City of Grand Island from J. Larry Fugate as Trustee of the J. Larry Fugate Revocable Trust, 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 September 22, 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 easterly twenty (20.0) feet of the northerly one hundred twenty five (125.0) feet, of the southerly two hundred twenty five (225.0) feet of Lot Three (3), Menard Subdivision, Grand Island, Hall County, Nebraska.

The above-described easement and right-of-way containing a total of 0.057 acres, more or less, as shown on the plat dated 9/4/2015, 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 J. Larry Fugate, as Trustee of the J. Larry Fugate Revocable Trust, on the above-described tract of land.

- - -

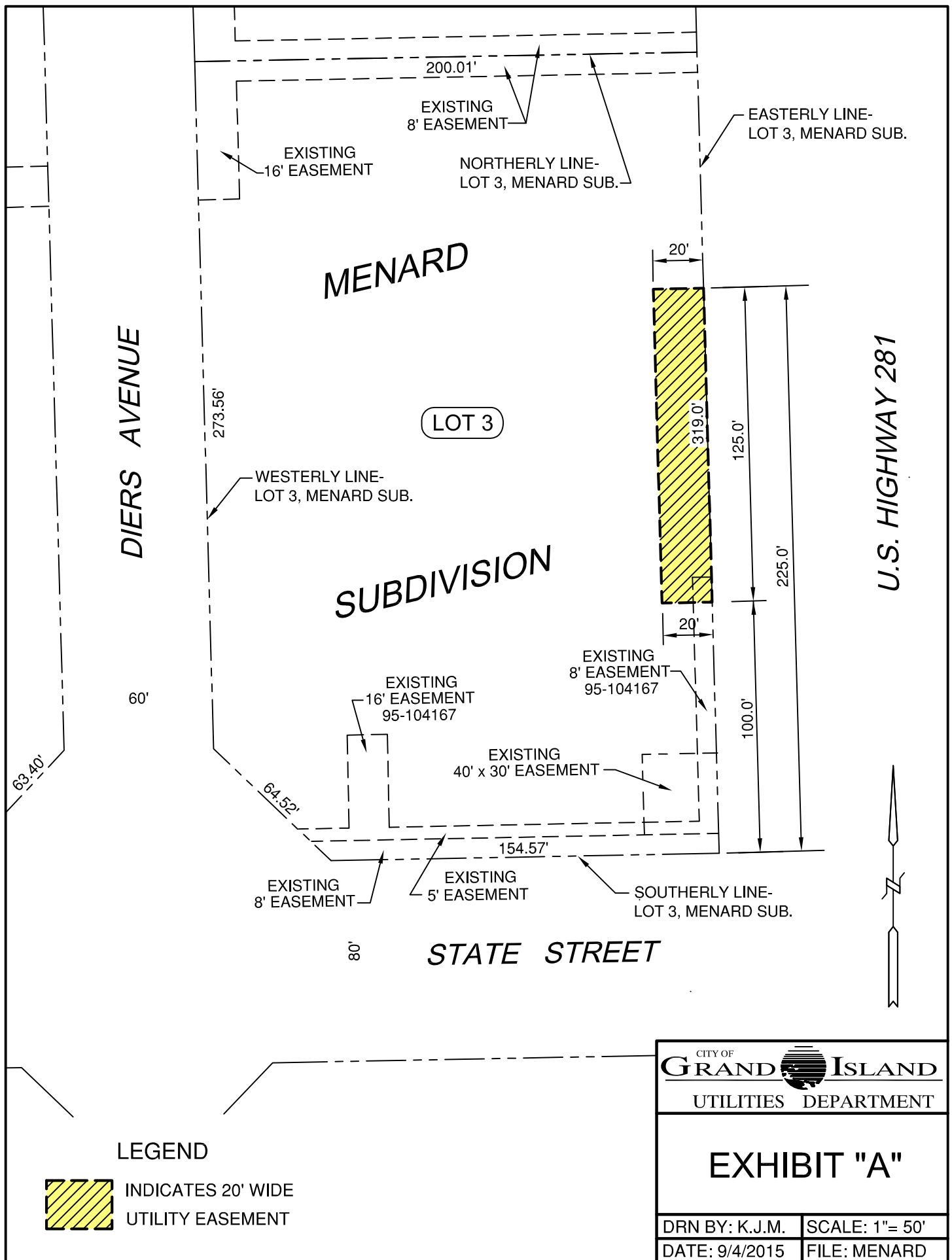
Adopted by the City Council of the City of Grand Island, Nebraska September 22, 2015.

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

Attest:

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

Approved as to Form	☐ _____
September 18, 2015	☐ City Attorney





# **City of Grand Island**

**Tuesday, September 22, 2015**

**Council Session**

## **Item G-11**

**#2015-255 - Approving Bid Award - Purchase of Sulfuric Acid with Telemetry Program at Platte Generating Station**

**Staff Contact: Tim Luchsinger, Stacy Nonhof**

# **Council Agenda Memo**

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

**Meeting Date:** September 22, 2015

**Subject:** Purchase of Sulfuric Acid with Telemetry Program

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

## **Background**

The Platte Generating Station utilizes a cooling tower, condenser and circulating piping as part of the plant's cooling water system. The cooling tower uses heat exchangers to dissipate large heat loads to the atmosphere. Bulk sulfuric acid at the Platte Generating Power Plant is used for the pH control of the cooling tower system. The system's cooling water impurities are concentrated through an evaporative cooling process and requires chemical treatment to prevent scaling, corrosion, and contamination and assists with conductivity. Depending on the time of year and the production load, approximately 140 gallons are used per day. The current contract to provide the additive is complete. Plant staff developed specifications for the purchase of sulfuric acid for another year and issued for bid. Included in the specifications is a telemetry system which will allow the supplier to remotely monitor the sulfuric acid tank levels and schedule truck deliveries accordingly.

## **Discussion**

The Utilities Department solicits bids annually for the sulfuric acid. The specifications require a firm price for the product to maintain the guaranteed dose rate. Bids were publicly opened on September 1, 2015. Two bids were received as listed below. The engineer's estimate for this project was \$100,000.00.

Bidder	Unit Price	Taxes	Estimated Annual cost	Telemetry Program	Adjusted Bid Price
Univar					
Omaha, NE	\$ 167.00	\$11.69	\$ 65,757.92	\$ 0	\$65,757.92
Brenntag Great Lakes					
Omaha, NE	\$ 176.00	Included	\$ 64,768.00	\$ 1,995.00	\$66,763.00

Department personnel have reviewed the bids for compliance with the City's detailed specifications. The bids were evaluated based upon the unit cost per ton, and the cost of installing a telemetry program. Based on the previous year's annual usage of 368 tons of sulfuric acid, Brenntag Great Lakes bid was adjusted to \$64,768.00. Adding the cost of the telemetry system brought their bid to an adjusted price of \$66,763.00. Based on using the same dosage rates, Univar is compliant with specifications and less than the engineer's estimate.

### **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 purchase of Sulfuric Acid with Telemetry Program be awarded to Univar from Omaha, Nebraska, as the low responsive bidder, for a not-to-exceed price of \$167.00 per ton; an annual amount estimate at \$65,757.92 and the installation of the telemetry monitoring system at no cost.

### **Sample Motion**

Move to approve the bid for the Purchase of Sulfuric Acid with Telemetry Program in the amount of \$167.00 per ton per gallons of treated water, to Univar of Omaha, Nebraska.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** September 1, 2015 at 2:15 p.m.  
**FOR:** Purchase of Sulfuric Acid with Telemetry Program  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$100,000.00  
**FUND/ACCOUNT:** 520  
**PUBLICATION DATE:** August 21, 2015  
**NO. POTENTIAL BIDDERS:** 2

**SUMMARY**

<b>Bidder:</b>	<u>Univar</u> Omaha, NE	<u>Brenntag Great Lakes, LLC</u> Omaha, NE
<b>Bid Security:</b>	Westchester Fire Ins. Co.	Cashier's Check
<b>Exceptions:</b>	Noted	None
<b>Delivered Unit Bid Price:</b>	\$167.00	\$176.00
<b>Sales Tax:</b>	\$ 11.69 per ton	Included
<b>Estimated Annual Cost:</b>	\$65,757.92 based on 368 tons from 9-1-15 to 8-30-15	\$48,576.00
<b>Telemetry Program Cost:</b>	None	\$1,995.00

cc: Tim Luchsinger, Utilities Director  
Marlan Ferguson, City Administrator  
Stacy Nonhof, Purchasing Agent

Pat Gerieke, Utilities Admin. Assist.  
William Clingman, Interim Finance Director  
Scott Sekutera, Environmental Manger

**P1833**



RESOLUTION 2015-255

WHEREAS, the City of Grand Island invited sealed bids for the Purchase of Sulfuric Acid with Telemetry Program, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on September 1, 2015, bids were received, opened and reviewed; and

WHEREAS, Univar of Omaha, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$ 167.00 per ton per gallons of treated water, an annual amount estimate of \$65,575.92; and

WHEREAS, the bid of Univar is less than the estimate for the Purchase of Sulfuric Acid with Telemetry Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Univar, in the amount of \$167.00 per ton per gallons of treated water, an annual amount estimate of \$65,575.92, for Purchase of Sulfuric Acid with Telemetry Program, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2015.

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

Attest:

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

Approved as to Form	☐ _____
September 18, 2015	☐ City Attorney



# City of Grand Island

Tuesday, September 22, 2015

Council Session

## Item G-12

**#2015-256 - Approving Renewable Energy Credit Agreement with  
Nebraska City, Nebraska**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

**From:** Timothy Luchsinger, Utilities Director

**Meeting:** September 22, 2015

**Subject:** Renewable Energy Credit Agreement with Nebraska City

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

## **Background**

On June 9, 2015 Council approved execution of a Power Purchase Agreement (PPA) with Invenergy Inc., for the Prairie Breeze III Wind Energy Project. This PPA with Invenergy is for the entire capacity of the Project with the intent for subsequent participation agreements between the City of Grand Island and the Nebraska City Utilities and the City of Neligh for minority positions in the Project.

## **Discussion**

Energy generated from renewable sources such as wind are eligible to receive Renewable Energy Credits which document the energy created and then can be sold or traded to other parties and used for environmental compliance. The Utilities Department's legal counsel for the Prairie Breeze III Project, Fraser Stryker, drafted a Renewable Energy Credit Purchase Agreement for the sale of approximately 19.55% of the output of this project from Grand Island to Nebraska City.

The sale price to Nebraska City for the Renewable Energy Credits is being paid by the City to Invenergy over the twenty year term of the PPA, plus the pro-rata share of any costs that may be incurred by the City as a result of marketing the energy to the electric regional system. The agreement includes the information for this item with the exclusion of the appendix with the pricing information, which is confidential based on the terms of the PPA.

## **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 authorize the Mayor to execute the Renewable Energy Credit Purchase and Sale Agreement between the City of Grand Island and the City of Nebraska City.

### **Sample Motion**

Move to authorize the Mayor to execute the Renewable Energy Credit Purchase and Sale Agreement between the City of Grand Island and the City of Nebraska City.

**RENEWABLE ENERGY CREDIT  
PURCHASE AND SALE AGREEMENT**

**Between**

**CITY OF GRAND ISLAND**

**And**

**CITY OF NEBRASKA CITY**

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<b>t</b>	

## **RENEWABLE ENERGY CREDIT PURCHASE AND SALE AGREEMENT**

This Renewable Energy Credit Purchase and Sale Agreement ("Agreement"), dated \_\_\_\_\_, 20\_\_\_\_, is entered into by and between the CITY OF GRAND ISLAND, NEBRASKA, a municipal corporation and city of the first class organized and existing pursuant to Neb. Rev. Stat. §§ 16-101 et seq. ("GRAND ISLAND"), and the CITY OF NEBRASKA CITY, NEBRASKA, a municipal corporation and city of the \_\_\_\_ class organized and existing pursuant to Neb. Rev. Stat. §§ \_\_\_\_\_ et seq. ("BUYER"), and shall become effective on the Effective Date (as hereinafter defined). GRAND ISLAND and BUYER may be referred to individually herein as "Party" and collectively as "Parties."

### **WITNESSETH**

WHEREAS, Prairie Breeze Wind Energy III, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Wind Project") is the owner and developer of a wind energy plant with an estimated name plate capacity of approximately 35.8 megawatts (MW) that Wind Project plans to construct in Antelope County, Nebraska (the "Plant"); and

WHEREAS, GRAND ISLAND and Wind Project have entered into a Power Purchase Agreement (the "PPA"), pursuant to the terms of which GRAND ISLAND agrees to purchase from Wind Project, and Wind Project has agreed to sell to GRAND ISLAND, the entire electric energy output and environmental attributes generated by the Plant, and

WHEREAS, the Parties desire to enter into an agreement for the sale by GRAND ISLAND and purchase by BUYER of certain of the environmental attributes associated with the Plant; and

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

### **ARTICLE I DEFINITIONS**

The following definitions and any terms defined internally in the Agreement shall apply to the Agreement and all notices and communications made pursuant to the Agreement.

- 1.1 "Applicable Law" means any federal or state constitutional provision, law, statute, rule, regulation, order, decree, judgment or decision that is applicable to a Party to this Agreement or the transaction described herein.

- 1.2 "Business Day" means a day on which the Federal Reserve Member Banks in Nebraska are open for business, and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time in Grand Island, Nebraska.
- 1.3 "BUYER" means Nebraska City, Nebraska.
- 1.4 "Change in Law" means that after the date of this Agreement, an Applicable Law is amended, modified, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any material respect by any Applicable Law. Change in Law does not include changes in federal or state income tax laws. Change in Law does include material changes in the interpretation of an Applicable Law.
- 1.5 "Effective Date" shall have the meaning set forth in Article VI.
- 1.6 "Environmental Attributes" means all those aspects, claims, characteristics, and benefits associated with the generation of one MWh of electricity by the Plant, other than the electricity produced, including allowances, certificates, emission credits and all other credits, offsets, green tags and all other tags, and all similar rights, in each case issued, recognized, created or otherwise resulting from the existence, ownership or operation of the Plant, the generation by the Plant of electricity using wind, and the sale and delivery of wind-generated electricity to GRAND ISLAND or into a regional electricity market. Environmental Attributes include, but shall not be limited to, those attributes that are created or recognized by regulations, statutes, or other action by a Governmental Authority, and include, but shall not be limited to, those attributes that can be used to 1) claim responsibility for the reduction of emissions and/or pollutants, 2) claim ownership of emission and/or pollutant reduction rights, 3) claim reduction or avoidance of emissions or pollutants, and 4) claim compliance with a renewable energy standard or renewable portfolio standard. Emissions and pollutants as referred to above include, but are not limited to, acid rain precursors, carbon dioxide, carbon monoxide, chlorinated hydrocarbons, greenhouse gases, mercury, metals, methane, nitrogen oxides, nitrogen-oxygen compounds, ozone precursors, particulate matter, sulfur dioxide, toxic air pollutants, other carbon and sulfur compounds, and similar or dissimilar pollutants, emissions, or contaminants of air, water or soil. Environmental Attributes do not include Production Tax Credits (PTCs), or any other tax credits or tax benefits, including accelerated depreciation, associated with the ownership or operation of the Plant or property and sales tax exemptions or benefits for which the Plant may be eligible.
- 1.7 "Force Majeure" shall mean any cause or causes not reasonably within the control and without the fault or negligence of the affected Party which wholly or partly prevents the performance of any of its obligations under this Agreement, including without limitation by enumeration, acts of God, act of the public enemy, acts of terrorism or threats thereof (or actions to prevent the same), blockades,



strikes or differences with workmen, civil disturbances, fires, explosions, storms, floods, landslides, washouts, labor and material shortages, boycotts, breakdowns of or damage to equipment or facilities and actions to prevent the same, interruptions to supply or delays in transportation, embargoes, inability to obtain or renew a necessary license, permit or approval, acts of military authorities, acts of local, state or federal agencies or regulatory bodies, court actions, bankruptcy court actions, arrests and restraints. Force Majeure does not include Change in Law, financial hardship or general economic or financial conditions.

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

- 1.8 "Governmental Authority" means any federal or state judicial or regulatory entity exercising authority or jurisdiction under any Applicable Laws.
- 1.9 "MWh" means a megawatt hour of electricity.
- 1.10 "Person" means any individual, corporation, partnership, joint venture, limited liability company, trust, unincorporated organization, governmental authority or other entity, including the Parties.
- 1.11 "Plant" has the meaning set forth in the recitals.
- 1.12 "PPA" has the meaning set forth in the recitals.
- 1.13 "REC Cost" shall have the meaning set forth in Exhibit B1.
- 1.14 "REC Cost Adjustments" shall include the credits and other charges as are set forth in Exhibit B2.
- 1.15 "REC Settlement Amount" shall have the meaning as set forth on Exhibit B2.
- 1.16 "Renewable Energy Credit" or "REC" means an Environmental Attribute generated at the Plant. One REC represents the generation of one megawatt-hour (1 MWh) of wind energy produced by the Plant, based on the actual

measured MWh of generation delivered to GRAND ISLAND or into a regional electricity market.

- 1.17 “Southwest Power Pool Integrated Marketplace” or “SPP IM” means an organized wholesale electricity market operated by the Southwest Power Pool. Its dispatch process is centralized and is driven by market bids and offers to provide the optimum dispatch resource mix to serve load in SPP’s region.
- 1.18 “SPP” refers to the Southwest Power Pool, Inc., a regional transmission organization and reliability entity. Should GRAND ISLAND withdraw from the SPP or any of SPP’s functions be replaced by a successor entity or function, the requirements of such successor entity or function shall apply to this Agreement.
- 1.19 “SPP REC Cost Adjustment” means the collection and distillation of daily electricity sales, prices and charges in the SPP IM for the Wind Project Node based on SPP reports, an illustration and example of which is attached as Exhibit C. GRAND ISLAND shall deliver to BUYER on or before the 5th Business Day following the receipt of all such settlement information by GRAND ISLAND from SPP.
- 1.20 “Term” shall have the meaning set forth in Section 6.1.
- 1.21 “Wind Project” means Prairie Breeze Wind Energy III, LLC, a limited liability company organized and existing under the laws of the State of Delaware.
- 1.22 “Wind Project Node” means the Wind Project Node as designated by the Southwest Power Pool.

## **ARTICLE II PRICE, DELIVERY, IDENTIFICATION, CERTIFICATION, PAYMENT AND TRANSFER OF RECS**

- 2.1 Purchase and Sale of RECs. Under this Agreement, GRAND ISLAND agrees to sell and deliver, and BUYER agrees to purchase, approximately 19.55 percent (19.55%) of RECs generated at Wind Project on or after the Commercial Operation Date, reflecting seven megawatts (7 MW) of renewable energy. The price for the RECs shall be as set forth on Exhibit B1 hereto, and shall be adjusted pursuant to the formula and sample provided on Exhibit B2, the intent being that the price for the RECs will be offset by sales in the SPP IM. To the extent that the REC Settlement Amount is a negative number in favor of BUYER, GRAND ISLAND hereby agrees to either credit or pay BUYER such amount in accordance with Section 2.3 below. The energy commodity value associated with the sale and purchase of wind-generated electricity from the Plant is not included in the sale and purchase of RECs under this Agreement, and BUYER shall have no rights or claims with respect to such energy commodity value. In addition to paying for the RECs, BUYER shall pay its pro rata share of costs incurred by

GRAND ISLAND and its consultant to develop and manage GRAND ISLAND's participation in the SPP IM in connection with the Plant and the PPA.

2.2 Identification and Certification. RECs will be identified by the calendar year in which the individual RECs were generated. At BUYER's written request and sole cost, RECs shall be certified in accordance with the requirements and limitations of the Green-e® program administered by Center for Resource Solutions (CRS), or such other similar independent program in the retail market as is mutually agreed to in writing by the Parties.

2.3 Payment for RECs.

2.3.1 Payment to GRAND ISLAND. GRAND ISLAND shall issue monthly invoices to BUYER for the RECs sold pursuant to this Agreement. BUYER shall make electronic payment for the RECs within ten (10) Business Days after receipt of an invoice from GRAND ISLAND. BUYER shall make such payments to a bank account as designated from time to time by GRAND ISLAND. If the payment due date falls on a non-Business Day, payment shall be due the next Business Day. If the amount due is not paid within ten (10) Business Days, a late payment charge shall be applied to the unpaid balance and shall be added to the next billing statement. Such late payment charge shall be calculated based on an annual interest rate equal to the Prime Rate plus two hundred (200) basis points. If the payment due date occurs on a day that is not a Business Day, the late payment charge shall begin to accrue on the next succeeding Business Day.

2.3.2 Payment/Credit to BUYER. In the event of a credit due to BUYER under Section 2.1 hereof, GRAND ISLAND shall make electronic payment for the RECs within ten (10) Business Days after credit is issued; provided, however, if there is an unpaid balance due to GRAND ISLAND, GRAND ISLAND will apply the credit as a set-off against this unpaid balance and pay to BUYER the remainder of said credit, if any. For any credit due to BUYER, GRAND ISLAND shall make electronic payment to a bank account as designated from time to time by BUYER. If such payment due date falls on a non-Business Day, such due date shall be the next Business Day. GRAND ISLAND shall be entitled to conclusively presume, without any liability whatsoever, that the payment information furnished by BUYER (including name, financial institution, account numbers, payee, etc.) is accurate. If the amount due is not paid within ten (10) Business Days, a late payment charge shall be applied to the unpaid balance and shall be added to the next billing statement. Such late payment charge shall be calculated based on an annual interest rate equal to the Prime Rate plus two hundred (200) basis points. If the payment due date occurs on a day that is not a Business Day, the late payment charge shall begin to accrue on the next succeeding Business Day.

- 2.4 Title. The Parties understand and agree that GRAND ISLAND shall be responsible to deliver or provide title to BUYER for RECs (or the environmental attributes underlying the RECs) which GRAND ISLAND actually receives from Wind Project, but not otherwise. The Parties agree that GRAND ISLAND, in its sole discretion, shall 1) either make arrangements for the transfer of RECs directly from Wind Project to BUYER, or 2) upon delivery of the RECs from Wind Project, shall deliver a Renewable Attestation and Bill of Sale, in substantially the forms attached hereto as Exhibit A, to BUYER, within five (5) calendar days after receipt of payment by BUYER for the relevant REC invoice. Ownership of such REC shall transfer from GRAND ISLAND to BUYER upon BUYER's payment of such REC invoice. Proof of title transfer or attestations may be disclosed by either Party to others, including the Center for Resource Solutions, to substantiate and verify GRAND ISLAND's representations. █
- 2.5 Taxes. GRAND ISLAND shall not be responsible for any taxes imposed on the creation, ownership, or transfer of a REC under this Agreement up to and including the time and place of its delivery. BUYER shall be responsible for any taxes imposed on the receipt or ownership of a RECs at or after the time and place of its delivery, and associated with transactions involving the RECs occurring subsequent to their delivery. Each Party will be responsible for the payment of any fees, including brokers fees, incurred by it in connection with any transactions hereunder.

### **ARTICLE III BUYER'S REVIEW RIGHTS**

- 3.1 Review Rights. Within thirty (30) calendar days of request from BUYER, GRAND ISLAND shall make records and accounts relating to the purchase price paid by BUYER for RECs under this Agreement available to BUYER, or its designated agent, for review at GRAND ISLAND's offices during GRAND ISLAND's normal office hours.

### **ARTICLE IV REPRESENTATIONS, WARRANTIES AND COVENANTS**

- 4.1 Representations, Warranties and Covenants of GRAND ISLAND.

GRAND ISLAND hereby makes the following representations, warranties and covenants to BUYER as of the Effective Date:

- 4.1.1 GRAND ISLAND is a municipal corporation and political subdivision of the State of Nebraska duly organized, validly existing and in good standing under the laws of the State of Nebraska, and has the legal power and authority to conduct its business and to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out

all covenants and obligations on its part to be performed under and pursuant to this Agreement.

- 4.1.2 This Agreement constitutes a legal, valid and binding obligation of GRAND ISLAND, enforceable in accordance with its terms, except as enforceability may be limited by laws affecting the rights of creditors generally.
- 4.1.3 There is no pending, or to the knowledge of GRAND ISLAND, threatened action or proceeding affecting GRAND ISLAND before any Governmental Authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof.
- 4.1.4 There are no approvals, authorizations, consents, or other action required by any Governmental Authority necessary to authorize GRAND ISLAND's execution and delivery of this Agreement.
- 4.1.5 The execution and performance of this Agreement does not conflict with or constitute a breach or default under any contract or agreement of any kind to which GRAND ISLAND is a party or any judgment, order, statute, or regulation that is applicable to GRAND ISLAND.
- 4.1.6 No amounts payable by BUYER to GRAND ISLAND under this Agreement shall in any way reimburse GRAND ISLAND for costs or expenses that GRAND ISLAND incurs or pays from and after the Effective Date for environmental improvements or upgrades to its generation assets other than the Plant.

#### 4.2 Representations, Warranties and Covenants of BUYER.

BUYER hereby makes the following representations, warranties and covenants to GRAND ISLAND as of the Effective Date:

- 4.2.1 BUYER is a municipal corporation and political subdivision of the State of Nebraska duly organized, validly existing and in good standing under the Laws of the State of Nebraska, and has the legal power and authority to conduct its business and to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.
- 4.2.2 BUYER is a governmental entity and is tax exempt under the Internal Revenue Code and the applicable regulations promulgated thereunder.
- 4.2.3 The execution, delivery and performance by BUYER of this Agreement have been duly authorized by all necessary action.

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

## **ARTICLE V**

### **EVENTS OF DEFAULT; INDEMNIFICATION; LIMITATION OF LIABILITY**

#### **5.1 Events of Default by GRAND ISLAND.**

The following shall constitute an Event of Default by GRAND ISLAND:

- 5.1.1 GRAND ISLAND fails to make any undisputed payment due under this Agreement within thirty (30) days after such payment is due and fails to cure such default within twenty (20) days after written notice from BUYER.
- 5.1.2 GRAND ISLAND breaches any material obligation under this Agreement, and fails to cure such breach within thirty (30) days after written notification by BUYER of the breach. Provided however, that in the case of an Event of Default by GRAND ISLAND described herein, failure to complete the cure of such Default or breach within the thirty (30) day period after BUYER notice shall not constitute an Event of Default if the breach is not capable of being cured within thirty (30) days and GRAND ISLAND begins the cure within the thirty (30) day period and uses commercially reasonable efforts to cure the Default or breach within sixty (60) days (as extended for a Force Majeure event).

#### **5.2 Events of Default by BUYER.**

The following shall each constitute an Event of Default by BUYER:

5.2.1 BUYER fails to make any undisputed payment due under this Agreement within thirty (30) days and for such payments due and fails to cure such default within twenty (20) days of the written notice from GRAND ISLAND.

5.2.2 BUYER breaches any other material obligation under this Agreement and fails to cure such breach within thirty (30) days after written notification by GRAND ISLAND of the breach. Provided, however, that in the case of an Event of Default by BUYER described above, failure to complete the cure of such Default or breach within the thirty (30) day period after GRAND ISLAND notice shall not constitute an Event of Default if the breach is not capable of being cured within thirty (30) days and BUYER begins the cure within the thirty (30) day period and uses commercially reasonable efforts to cure the default or breach within sixty (60) days (as extended for a Force Majeure event).

### 5.3 Termination for Cause.

If any Event of Default as defined in Sections 5.1 or 5.2 has occurred, the non-defaulting Party may provide written notice to the defaulting Party specifying the basis for its belief that such event has occurred, and that the Agreement may be terminated unless the Event of Default is cured within thirty (30) days of the written notice of intent to terminate or such longer cure period as the Parties may agree. If the Event of Default has not been fully cured within the thirty (30) day cure period, or such longer cure period as the Parties might have agreed, then the non-defaulting Party may thereafter terminate this Agreement by providing written notice of termination.

### 5.4 Remedy.

If either Party provides a notice of termination to the other under this Article V all provisions of this Agreement, and all rights and obligations of the Parties hereunder, will continue in full force and effect from and after the date of the notice of termination until the effective date of termination, including any right, remedy or liability resulting from nonperformance or other breach of the Agreement that occurs prior to the effective date of termination. If either Party terminates for cause, then such non-defaulting Party shall have no further obligations under this Agreement to the defaulting Party from and after the date of such termination.

The right to terminate shall be the sole remedy of BUYER for an Event of Default that has not been cured by GRAND ISLAND as provided in this Article V. For GRAND ISLAND, the right to terminate set out in this Article V is in addition to any other right or remedy provided under this Agreement, or now or hereafter existing under Applicable Law with respect to obligations incurred by BUYER prior to the Event of Default, including but not limited to the right to recover damages for any failure by BUYER to make payment for RECs delivered by

GRAND ISLAND, and the exercise of said rights shall not be deemed as a waiver or relinquishment by GRAND ISLAND of any of its other rights or remedies.

Comment [A]: Discuss.

5.5 Indemnification. BUYER expressly agrees to indemnify, hold harmless and defend GRAND ISLAND against any and all claims, liability, costs or expenses (including reasonable attorneys' fees and expenses) for (i) loss, damage or injury to Persons or property directly connected with or growing out of ownership or use of RECs after transfer of title therefor to BUYER, unless such loss, damage or injury is the result of bad faith, gross negligence, or reckless or willful misconduct of or attributable to GRAND ISLAND, and (ii) costs or charges for which BUYER is expressly responsible under this Agreement.

5.6 Limitation of Liability.

5.6.1 No Consequential or Indirect Damages. In no event shall either Party be liable under this Agreement to the other Party or any third party for any consequential, incidental, indirect, exemplary, special or punitive damages, including any damages for business interruptions, loss of use, revenue or profit, whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not said other party was advised of the possibility of such damages.

5.6.2 Maximum Liability. In no event shall either Party's aggregate liability arising out of or related to this Agreement as a result of an Event of Default, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed \_\_\_\_\_. Dollars (\$\_\_\_\_\_). The foregoing limitation shall apply even if the non-breaching Party's remedies under this Agreement fail of their essential purpose.

## **ARTICLE VI TERM AND TERMINATION**

6.1 This Agreement shall be contingent upon the execution of a PPA between GRAND ISLAND and the Wind Project, and the PPA remaining in effect to enable GRAND ISLAND to sell the RECs to BUYER. The "Effective Date" of this Agreement shall be the date first written above, and this Agreement shall become operable on the Commercial Operation Date, as defined under the PPA, and shall remain in effect for a term of twenty-five (25) years from the Commercial Operation Date (the "Term") unless earlier terminated pursuant to the terms of this Agreement; provided further, in the event the PPA is terminated prior to completion of the Term or the Plant no longer is delivering energy to GRAND ISLAND or into a regional electricity market, this Agreement shall terminate concurrently with such event and shall be of no further force and effect.



**ARTICLE VII  
CHANGE IN LAW**

- 7.1 In the event there is a Change in Law that is applicable to (1) GRAND ISLAND's ability to sell and purchase power in the Southwest Power Pool, (2) the operation of the Plant, (3) the generation of RECs produced by the Plant, (4) the sale or resale of RECs, or (5) any other obligation of either Party hereunder, and compliance with the Change in Law results in a material increase in such Party's costs under this Agreement, the affected Party will promptly submit to the other Party a written notice setting forth (i) the applicable Change in Law; (ii) the manner in which such Change in Law increases such Party's costs; and (iii) such Party's proposed adjustment to the then applicable and future rates for REC sales under this Agreement to reflect such increases in costs. If the Parties are unable to agree to a proposed adjustment within ninety (90) days, then either Party may terminate this Agreement, without liability to the other Party.

**ARTICLE VIII  
MISCELLANEOUS**

- 8.1 Notices. Notices, which may be given by facsimile with an original to follow via regular mail, shall be given as follows, or to such other address as may be provided by a Party from time to time in writing. All notices are effective upon receipt.

GRAND ISLAND

Notices:

City of Grand Island  
Attention: Utilities Director  
City Hall  
100 E. First St.  
Grand Island, NE 68801  
Fax: 308-385-5488

BUYER

Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Account Information for Electronic  
Payments:

Electronic payment bank information  
to be provided, each Party to the  
other.

Account Information for Electronic  
Payments:

Electronic payment bank information  
to be provided each Party to the other.

## 8.2 Confidential Information.

8.2.1 Use of Confidential Information. During the course of this Agreement, the Parties may disclose to each other certain Confidential Information, by either oral or written communications. To constitute Confidential Information for purposes of this Agreement, the same shall be clearly so designated (if oral) or conspicuously so marked (if tangible) by the disclosing Party. The Parties hereby deem Exhibits B1 and B2 to constitute Confidential Information and otherwise not be subject to public disclosure, but the Agreement otherwise is not Confidential Information. These disclosures have been or will be made upon the basis of the confidential relationship between the Parties, and unless specifically authorized in writing by the other, the Parties will:

8.2.1.1 Use such Confidential Information solely for purposes contemplated by this Agreement; and

8.2.1.2 Promptly return to each other, upon request, any and all tangible material concerning such Confidential Information, including all copies and notes, or destroy the same and provide the other Party with a written statement that such destruction has occurred; provided that a Party may retain a copy with its attorney to show compliance with this Section. Under no circumstances shall any Confidential Information or copy thereof be retained, except with the express written approval of the owner of such Confidential Information.

8.2.2 Nondisclosure. Each Party agrees that it will use reasonable care to prevent unauthorized disclosure of Confidential Information. Neither Party will make any copies of Confidential Information that is in written or other tangible form except for use by authorized Persons with a need to know in connection with this Agreement (including contractors and subcontractors), and all Persons having access to Confidential Information shall have agreed to not permit unauthorized disclosure of Confidential Information.

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

8.2.3 Exceptions. The obligations imposed in this Section 8.2 shall not apply to Confidential Information:

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

8.2.3.2 Which is published or otherwise made available to the public prior to the date hereof;

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

8.2.3.4 Which is independently developed by the receiving Party; or

8.2.3.5 Which remains Confidential Information subject to Section 8.2, except that it must be disclosed to an owner, director, officer, employee or legal counsel of the disclosing Party, or to a Party's outside accountants, auditors, rating agencies, financial advisors, legal counsel, actual or potential lenders, underwriters, BUYER lender, actual or potential purchasers of or investors in BUYER or the legal counsel or advisors of any thereof; or

8.2.3.6 Which must be disclosed pursuant to any law (including, but not limited to, the Nebraska Open Meetings Act and the Nebraska Public Records Act, Neb. Rev. Stat. § 84-712.01 et seq.). If disclosure is requested or demanded as to Confidential Information pursuant to any law, the Party receiving the request or demand shall provide the owner of such Confidential Information with prompt notice to enable the owner to seek protective legal remedies, and the receiving Party shall reasonably cooperate in connection therewith; or

8.2.3.7 Which is disclosed pursuant to a confidentiality agreement to which BUYER is a party.

8.3 Entire Agreement; Counterparts. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both Parties. This Agreement may be executed in counterparts, including by a facsimile transmission thereof, each of which is an original and all of which constitute one and the same instrument.

8.4 Assignment. This Agreement is binding on any successors and assigns of either Party. Neither Party may otherwise transfer or assign all or any part of this

Agreement, nor its rights or obligations hereunder, or otherwise dispose of any right, title, or interest herein, without the prior written consent of the other Party.

- 8.5 Successors and Assigns. This Agreement inures to the benefit of, and is binding upon, the Parties and their respective successors and permitted assigns.
- 8.6 Severability. If any provision of this Agreement is determined to be invalid, void or unenforceable by any court of competent jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement, provided the basic purposes of this Agreement and the benefits to the Parties are not substantially impaired.
- 8.7 No Prior Agreements. This Agreement completely and fully supersedes all other prior understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.
- 8.8 No Waiver. Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default, nor shall any delay by a Party in the exercise of any right under this Agreement be considered as a waiver or relinquishment thereof.
- 8.9 Headings. The headings used herein are for convenience and reference purposes only.
- 8.10 No Third-Party Beneficiaries. This Agreement confers no rights whatsoever upon any person other than the Parties and shall not create, or be interpreted as creating, any standard of care, duty or liability to any person not a Party hereto.
- 8.11 Negotiated Agreement. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties. Therefore, doubtful or ambiguous provisions, if any, contained in this Agreement shall not be construed against the Party who physically drafted and prepared it.
- 8.12 Dispute Resolution. In the event of any dispute, controversy or claim arising under or relating to this Agreement, including the breach, termination or validity hereof and whether asserted in contract, in warranty, in tort, by statute or otherwise and whether for damages or any other relief (a "Dispute"), then, within ten (10) Days following the delivery date of a written request by either Party (a "Dispute Notice"), (i) each Party shall appoint a representative (individually, a "Party Representative", together, the "Parties' Representatives"), and (ii) the Parties' Representatives shall meet, negotiate and attempt in good faith to resolve the Dispute quickly, informally and inexpensively. In the event the Parties' Representatives cannot resolve the Dispute within thirty (30) Days of the Dispute Notice, then, within ten (10) Days following any request by either Party at any time thereafter, each Party Representative (I) shall independently prepare a

written summary of the Dispute describing the issues and claims, (II) shall exchange its summary with the summary of the Dispute prepared by the other Party Representative, and (III) shall submit a copy of both summaries to a senior officer of the Party Representative's Party with authority to irrevocably bind the Party to a resolution of the Dispute. Within ten (10) Days after delivery of the Dispute summaries, the senior officers for both Parties shall begin negotiations in good faith to resolve the Dispute. Subject to the following paragraph of this Section, only if the Parties' senior officers are unable to resolve the dispute within thirty (30) Days after delivery of the Dispute summaries, then the Parties shall be entitled to pursue any and all available remedies in law, equity and contract. The Parties agree that no statements of position or offers of settlement made in the course of such discussions or in such summaries shall be offered into evidence for any purpose in any litigation between the Parties, nor will any such statements or offers of settlement be used in any manner against either Party in any such litigation. Further, no such statements or offers of settlement shall constitute an admission or waiver of rights by either Party in connection with any such litigation.

Notwithstanding the prior paragraph of this Section, even if the process specified in such paragraph has not yet been commenced or completed, either Party may apply to a court permitted by Section 8.13 for a temporary or preliminary injunction or other interim remedies.

- 8.13 Governing Law. This Agreement is deemed to have been effectively entered into in the State of Nebraska and it shall be governed by and construed under the laws of the State of Nebraska without giving effect to principles of conflicts of law that would otherwise cause the law of any state other than Nebraska to apply. The Parties agree that any action arising out of or related to this Agreement brought in any court by either Party against the other Party shall be brought only in the federal or state courts in and for the State of Nebraska.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

CITY OF GRAND ISLAND

CITY OF NEBRASKA CITY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

1314998.5

**EXHIBIT A**

**BILL OF SALE; RENEWABLE ENERGY ATTESTATION**

**Bill of Sale  
From  
City of Grand Island  
To**

---

KNOW ALL MEN BY THESE PRESENTS:

FOR AND IN CONSIDERATION of the good and valuable consideration as provided for in the Renewable Energy Credit Purchase and Sale Agreement between City of Grand Island and \_\_\_\_\_, dated effective \_\_\_\_\_, 20\_\_\_\_, receipt of which is hereby acknowledged, City of Grand Island (hereinafter "GRAND ISLAND"), a public corporation and political subdivision of the State of Nebraska, does hereby sell, grant, convey, assign and deliver to \_\_\_\_\_ (hereinafter "BUYER"), all of GRAND ISLAND's right, title and interest in and to the Renewable Energy Credits, together with all rights, privileges and appurtenances to said Renewable Energy Credits in any way appertaining or belonging thereto, as set forth on the Renewable Attestation Form attached hereto.

TO HAVE AND TO HOLD the above-described property unto BUYER, its successors and assigns forever.

FURTHER, GRAND ISLAND hereby covenants with BUYER that it is the lawful owner of the Renewable Energy Credits described above, that the same are free and clear of all liens, encumbrances and security interests, that GRAND ISLAND has marketable title and good right and lawful authority to sell and deliver the same, and that GRAND ISLAND will defend the title thereto against the lawful claims of all persons whomsoever.

Exhibit A, Page 1

IN WITNESS WHEREOF, GRAND ISLAND has caused this Bill of Sale to be executed by its duly authorized representative.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF GRAND ISLAND

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

Title: \_\_\_\_\_

---

Witness \_\_\_\_\_

[illegible]

The execution of the foregoing Bill of Sale was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, known to me to be the identical person whose name is affixed to the above Bill of Sale and an officer of City of Grand Island, a public corporation and political subdivision of the State of Nebraska, as the voluntary act and deed of said officer and said corporation.

Notary Public

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

(NOTARY SEAL)

Exhibit A, Page 2



# RENEWABLE ATTESTATION FROM WHOLESALE PROVIDER OF ELECTRICITY OR RECS

## I. Wholesale Provider Information

Name of Wholesale Provider: City of Grand Island

Address of Provider: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

## II. Declaration

I, (print name and title) \_\_\_\_\_ declare that the (indicate with "x")<sup>1</sup> \_\_\_\_\_ electricity bundled with renewable attributes / x renewable attributes only<sup>2</sup> listed below were sold exclusively from: (name of Wholesale Provider) City of Grand Island ("Provider") to: (name of REC provider, utility, or electric service provider) \_\_\_\_\_ ("Purchaser").

I further declare that:

- 1) all the renewable attributes (including CO<sub>2</sub> benefits), including any emissions offsets, reductions or claims, represented by the renewable electricity generation listed below were transferred to Purchaser;
- 2) to the best of my knowledge, the renewable attributes were not sold, marketed or otherwise claimed by a third party;
- 3) Provider sold the renewable attributes only once;
- 4) the renewable attributes or the electricity that was generated with the attributes was not used to meet any federal, state or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate by Provider, nor, to the best of my knowledge, by any other entity;
- 5) the electrical energy that was generated with the attributes was not separately sold, separately marketed or otherwise separately represented as renewable energy by Provider, or, to the best of my knowledge, by any other entity; and
- 6) the facilities that generated all of the renewable electricity / renewable attributes (as indicated above) sold to Purchaser are listed below by fuel type.

---

<sup>1</sup> Use separate forms to report electricity and REC sales.

<sup>2</sup> If Provider purchased electricity bundled with renewable attributes and has stripped off those attributes to sell in this transaction, and is selling the undifferentiated electricity to a utility or load-serving entity, see section III also.

**List the renewable MWhs sold or transferred to Purchaser identified below by quarter of generation as a separate line item.**

Generator Name	Generator ID Number (EIA or QF)	Nameplate Capacity (MW)	Fuel Type (if biomass, be specific; i.e. Landfill Gas)	# MWhs RECs / Elec. Sold	First Date of Generator Operation (mm/yy) <sup>3</sup>	Period of Generation (quarter#/yy or mm/yy)
Wind Project						

**III. Additional Statement required of Provider selling electricity to Purchaser**

I declare that the electricity listed above was delivered into the NERC region(s) or ISO(s) in which the Generator(s) listed above are located.

**IV. Additional Statement required if Provider is selling only RECs to Purchaser and selling the associated electricity to a utility or load-serving entity**

Please write the name of the utility or load-serving entity here: City of Grand Island

As an authorized agent of Provider, I attest that the above statements are true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Place of Execution

**This Attestation form is used by the Center for Resource Solutions to verify the accuracy of claims made by Participant renewable energy providers.**

<sup>3</sup> For facilities that have added new renewable capacity, please indicate the amount and operational date of the new capacity and the existing capacity.

Exhibit B1, Page 1

Exhibit B2, Page 1

Exhibit B2, Page 2

RESOLUTION 2015-256

WHEREAS, on June 9, 2015 Council approved execution of a Power Purchase Agreement (PPA) with Invenergy Inc., for the Prairie Breeze III Wind Energy Project; and

WHEREAS, this PPA with Invenergy is for the entire capacity of the Project with the intent for subsequent participation agreements between the City of Grand Island and Nebraska City Utilities for minority position in the Project; and

WHEREAS, energy generated from renewable sources such as wind are eligible to receive Renewable Energy Credits which document the energy created and then can be sold or traded to other parties and used for environmental compliance; and

WHEREAS, the Utilities Department's legal counsel for the Prairie Breeze III Project drafted a Renewable Energy Credit Purchase Agreement for the sale of approximately 19.55% of the output of this project from Grand Island to Nebraska City; and

WHEREAS, the sale price to Nebraska City for the Renewable Energy Credits is that being paid by the City of Grand Island to Invenergy over the twenty year term of the PPA, plus the pro-rata share of any costs that may be incurred by the City as a result of marketing the energy to the electric regional system.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Renewable Energy Credit Agreement with Nebraska City, Nebraska, is approved, and the Mayor is hereby authorized to sign the Agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2015.

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

Attest:

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

Approved as to Form	☐ _____
September 18, 2015	☐ City Attorney



# City of Grand Island

Tuesday, September 22, 2015

Council Session

## Item G-13

**#2015-257 - Approving Renewable Energy Credit Agreement with Neligh, Nebraska**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

**From:** Timothy Luchsinger, Utilities Director

**Meeting:** September 22, 2015

**Subject:** Renewable Energy Credit Agreement with Neligh

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

## **Background**

On June 9, 2015 Council approved execution of a Power Purchase Agreement (PPA) with Invenergy Inc., for the Prairie Breeze III Wind Energy Project. This PPA with Invenergy is for the entire capacity of the Project with the intent for subsequent participation agreements between the City of Grand Island and the Nebraska City Utilities and the City of Neligh for minority positions in the Project.

## **Discussion**

Energy generated from renewable sources such as wind are eligible to receive Renewable Energy Credits which document the energy created and then can be sold or traded to other parties and used for environmental compliance. The Utilities Department's legal counsel for the Prairie Breeze III project, Fraser Stryker, drafted a Renewable Energy Credit Purchase Agreement for the sale of approximately 5.58% of the output of this project from Grand Island to Neligh.

The sale price to Neligh for the Renewable Energy Credits is being paid by the City to Invenergy over the twenty year term of the PPA, plus the pro-rata share of any costs that may be incurred by the City as a result of marketing the energy to the electric regional system. The agreement is included the information for this item with the exclusion of the appendix with the pricing information, which is confidential based on the terms of the PPA.

## **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 authorize the Mayor to execute the Renewable Energy Credit Purchase and Sale Agreement between the City of Grand Island and the City of Neligh.

### **Sample Motion**

Move to authorize the Mayor to execute the Renewable Energy Credit Purchase and Sale Agreement between the City of Grand Island and the City of Neligh.

**RENEWABLE ENERGY CREDIT  
PURCHASE AND SALE AGREEMENT**

**Between**

**CITY OF GRAND ISLAND**

**And**

**CITY OF NELIGH**

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## EXHIBITS

<b>EXHIBIT A</b>	<b>Bill of Sale; Renewable Energy Attestation</b>
<b>EXHIBIT B1</b>	<b>Contract Year Price Per REC</b>
<b>EXHIBIT B2</b>	<b>REC Settlement Amount</b>

## **RENEWABLE ENERGY CREDIT PURCHASE AND SALE AGREEMENT**

This Renewable Energy Credit Purchase and Sale Agreement ("Agreement"), dated \_\_\_\_\_, 20\_\_\_\_, is entered into by and between the CITY OF GRAND ISLAND, NEBRASKA, a municipal corporation and city of the first class organized and existing pursuant to Neb. Rev. Stat. §§ 16-101 et seq. ("GRAND ISLAND"), and the CITY OF NELIGH, NEBRASKA, a municipal corporation and city of the \_\_\_\_ class organized and existing pursuant to Neb. Rev. Stat. §§ \_\_\_\_\_ et seq. ("BUYER"), and shall become effective on the Effective Date (as hereinafter defined). GRAND ISLAND and BUYER may be referred to individually herein as "Party" and collectively as "Parties."

### **WITNESSETH**

WHEREAS, Prairie Breeze Wind Energy III, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Wind Project") is the owner and developer of a wind energy plant with an estimated name plate capacity of approximately 35.8 megawatts (MW) that Wind Project plans to construct in Antelope County, Nebraska (the "Plant"); and

WHEREAS, GRAND ISLAND and Wind Project have entered into a Power Purchase Agreement (the "PPA"), pursuant to the terms of which GRAND ISLAND agrees to purchase from Wind Project, and Wind Project has agreed to sell to GRAND ISLAND, the entire electric energy output and environmental attributes generated by the Plant, and

WHEREAS, the Parties desire to enter into an agreement for the sale by GRAND ISLAND and purchase by BUYER of certain of the environmental attributes associated with the Plant; and

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

### **ARTICLE I DEFINITIONS**

The following definitions and any terms defined internally in the Agreement shall apply to the Agreement and all notices and communications made pursuant to the Agreement.

- 1.1 "Applicable Law" means any federal or state constitutional provision, law, statute, rule, regulation, order, decree, judgment or decision that is applicable to a Party to this Agreement or the transaction described herein.

- 1.2 "Business Day" means a day on which the Federal Reserve Member Banks in Nebraska are open for business, and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time in Grand Island, Nebraska.
- 1.3 "BUYER" means Neligh, Nebraska.
- 1.4 "Change in Law" means that after the date of this Agreement, an Applicable Law is amended, modified, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any material respect by any Applicable Law. Change in Law does not include changes in federal or state income tax laws. Change in Law does include material changes in the interpretation of an Applicable Law.
- 1.5 "Effective Date" shall have the meaning set forth in Article VI.
- 1.6 "Environmental Attributes" means all those aspects, claims, characteristics, and benefits associated with the generation of one MWh of electricity by the Plant, other than the electricity produced, including allowances, certificates, emission credits and all other credits, offsets, green tags and all other tags, and all similar rights, in each case issued, recognized, created or otherwise resulting from the existence, ownership or operation of the Plant, the generation by the Plant of electricity using wind, and the sale and delivery of wind-generated electricity to GRAND ISLAND or into a regional electricity market. Environmental Attributes include, but shall not be limited to, those attributes that are created or recognized by regulations, statutes, or other action by a Governmental Authority, and include, but shall not be limited to, those attributes that can be used to 1) claim responsibility for the reduction of emissions and/or pollutants, 2) claim ownership of emission and/or pollutant reduction rights, 3) claim reduction or avoidance of emissions or pollutants, and 4) claim compliance with a renewable energy standard or renewable portfolio standard. Emissions and pollutants as referred to above include, but are not limited to, acid rain precursors, carbon dioxide, carbon monoxide, chlorinated hydrocarbons, greenhouse gases, mercury, metals, methane, nitrogen oxides, nitrogen-oxygen compounds, ozone precursors, particulate matter, sulfur dioxide, toxic air pollutants, other carbon and sulfur compounds, and similar or dissimilar pollutants, emissions, or contaminants of air, water or soil. Environmental Attributes do not include Production Tax Credits (PTCs), or any other tax credits or tax benefits, including accelerated depreciation, associated with the ownership or operation of the Plant or property and sales tax exemptions or benefits for which the Plant may be eligible.
- 1.7 "Force Majeure" shall mean any cause or causes not reasonably within the control and without the fault or negligence of the affected Party which wholly or partly prevents the performance of any of its obligations under this Agreement, including without limitation by enumeration, acts of God, act of the public enemy, acts of terrorism or threats thereof (or actions to prevent the same), blockades,

strikes or differences with workmen, civil disturbances, fires, explosions, storms, floods, landslides, washouts, labor and material shortages, boycotts, breakdowns of or damage to equipment or facilities and actions to prevent the same, interruptions to supply or delays in transportation, embargoes, inability to obtain or renew a necessary license, permit or approval, acts of military authorities, acts of local, state or federal agencies or regulatory bodies, court actions, bankruptcy court actions, arrests and restraints. Force Majeure does not include Change in Law, financial hardship or general economic or financial conditions.

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

- 1.8 "Governmental Authority" means any federal or state judicial or regulatory entity exercising authority or jurisdiction under any Applicable Laws.
- 1.9 "MWh" means a megawatt hour of electricity.
- 1.10 "Person" means any individual, corporation, partnership, joint venture, limited liability company, trust, unincorporated organization, governmental authority or other entity, including the Parties.
- 1.11 "Plant" has the meaning set forth in the recitals.
- 1.12 "PPA" has the meaning set forth in the recitals.
- 1.13 "REC Cost" shall have the meaning set forth in Exhibit B1.
- 1.14 "REC Cost Adjustments" shall include the credits and other charges as are set forth in Exhibit B2.
- 1.15 "REC Settlement Amount" shall have the meaning as set forth on Exhibit B2.
- 1.16 "Renewable Energy Credit" or "REC" means an Environmental Attribute generated at the Plant. One REC represents the generation of one megawatt-hour (1 MWh) of wind energy produced by the Plant, based on the actual

measured MWh of generation delivered to GRAND ISLAND or to a regional electricity market.

- 1.17 “Southwest Power Pool Integrated Marketplace” or “SPP IM” means an organized wholesale electricity market operated by the Southwest Power Pool. Its dispatch process is centralized and is driven by market bids and offers to provide the optimum dispatch resource mix to serve load in SPP’s region.
- 1.18 “SPP” refers to the Southwest Power Pool, Inc., a regional transmission organization and reliability entity. Should GRAND ISLAND withdraw from the SPP or any of SPP’s functions be replaced by a successor entity or function, the requirements of such successor entity or function shall apply to this Agreement.
- 1.19 “SPP REC Cost Adjustment” means the collection and distillation of daily electricity sales, prices and charges in the SPP IM for the Wind Project Node based on SPP reports, an illustration and example of which is attached as Exhibit C. GRAND ISLAND shall deliver to BUYER on or before the 5th Business Day following the receipt of all such settlement information by GRAND ISLAND from SPP.
- 1.20 “Term” shall have the meaning set forth in Section 6.1.
- 1.21 “Wind Project” means Prairie Breeze Wind Energy III, LLC, a limited liability company organized and existing under the laws of the State of Delaware.
- 1.22 “Wind Project Node” means the Wind Project Node as designated by the Southwest Power Pool.

## **ARTICLE II PRICE, DELIVERY, IDENTIFICATION, CERTIFICATION, PAYMENT AND TRANSFER OF RECS**

- 2.1 Purchase and Sale of RECs. Under this Agreement, GRAND ISLAND agrees to sell and deliver, and BUYER agrees to purchase, approximately 5.58 percent (5.58%) of RECs generated at Wind Project on or after the Commercial Operation Date, reflecting two megawatts (2 MW) of renewable energy. The price for the RECs shall be as set forth on Exhibit B1 hereto, and shall be adjusted pursuant to the formula and sample provided on Exhibit B2, the intent being that the price for the RECs will be offset by sales in the SPP IM. To the extent that the REC Settlement Amount is a negative number in favor of BUYER, GRAND ISLAND hereby agrees to either credit or pay BUYER such amount in accordance with Section 2.3 below. The energy commodity value associated with the sale and purchase of wind-generated electricity from the Plant is not included in the sale and purchase of RECs under this Agreement, and BUYER shall have no rights or claims with respect to such energy commodity value. In addition to paying for the RECs, BUYER shall pay its pro rata share of costs incurred by

GRAND ISLAND and its consultant to develop and manage GRAND ISLAND's participation in the SPP IM in connection with the Plant and the PPA.

2.2 Identification and Certification. RECs will be identified by the calendar year in which the individual RECs were generated. At BUYER's written request and sole cost, RECs shall be certified in accordance with the requirements and limitations of the Green-e® program administered by Center for Resource Solutions (CRS), or such other similar independent program in the retail market as is mutually agreed to in writing by the Parties.

2.3 Payment for RECs.

2.3.1 Payment to GRAND ISLAND. GRAND ISLAND shall issue monthly invoices to BUYER for the RECs sold pursuant to this Agreement. BUYER shall make electronic payment for the RECs within ten (10) Business Days after receipt of an invoice from GRAND ISLAND. BUYER shall make such payments to a bank account as designated from time to time by GRAND ISLAND. If the payment due date falls on a non-Business Day, payment shall be due the next Business Day. If the amount due is not paid within ten (10) Business Days, a late payment charge shall be applied to the unpaid balance and shall be added to the next billing statement. Such late payment charge shall be calculated based on an annual interest rate equal to the Prime Rate plus two hundred (200) basis points. If the payment due date occurs on a day that is not a Business Day, the late payment charge shall begin to accrue on the next succeeding Business Day.

2.3.2 Payment/Credit to BUYER. In the event of a credit due to BUYER under Section 2.1 hereof, GRAND ISLAND shall make electronic payment for the RECs within ten (10) Business Days after credit is issued; provided, however, if there is an unpaid balance due to GRAND ISLAND, GRAND ISLAND will apply the credit as a set-off against this unpaid balance and pay to BUYER the remainder of said credit, if any. For any credit due to BUYER, GRAND ISLAND shall make electronic payment to a bank account as designated from time to time by BUYER. If such payment due date falls on a non-Business Day, such due date shall be the next Business Day. GRAND ISLAND shall be entitled to conclusively presume, without any liability whatsoever, that the payment information furnished by BUYER (including name, financial institution, account numbers, payee, etc.) is accurate. If the amount due is not paid within ten (10) Business Days, a late payment charge shall be applied to the unpaid balance and shall be added to the next billing statement. Such late payment charge shall be calculated based on an annual interest rate equal to the Prime Rate plus two hundred (200) basis points. If the payment due date occurs on a day that is not a Business Day, the late payment charge shall begin to accrue on the next succeeding Business Day.



- 2.4 Title. The Parties understand and agree that GRAND ISLAND shall be responsible to deliver or provide title to BUYER for RECs (or the environmental attributes underlying the RECs) which GRAND ISLAND actually receives from Wind Project, but not otherwise. The Parties agree that GRAND ISLAND, in its sole discretion, shall 1) either make arrangements for the transfer of RECs directly from Wind Project to BUYER, or 2) upon delivery of the RECs from Wind Project, shall deliver a Renewable Attestation and Bill of Sale, in substantially the forms attached hereto as Exhibit A, to BUYER, within five (5) calendar days after receipt of payment by BUYER for the relevant REC invoice. Ownership of such REC shall transfer from GRAND ISLAND to BUYER upon BUYER's payment of such REC invoice. Proof of title transfer or attestations may be disclosed by either Party to others, including the Center for Resource Solutions, to substantiate and verify GRAND ISLAND's representations. █
- 2.5 Taxes. GRAND ISLAND shall not be responsible for any taxes imposed on the creation, ownership, or transfer of a REC under this Agreement up to and including the time and place of its delivery. BUYER shall be responsible for any taxes imposed on the receipt or ownership of a RECs at or after the time and place of its delivery, and associated with transactions involving the RECs occurring subsequent to their delivery. Each Party will be responsible for the payment of any fees, including brokers fees, incurred by it in connection with any transactions hereunder.

### **ARTICLE III BUYER'S REVIEW RIGHTS**

- 3.1 Review Rights. Within thirty (30) calendar days of request from BUYER, GRAND ISLAND shall make records and accounts relating to the purchase price paid by BUYER for RECs under this Agreement available to BUYER, or its designated agent, for review at GRAND ISLAND's offices during GRAND ISLAND's normal office hours.

### **ARTICLE IV REPRESENTATIONS, WARRANTIES AND COVENANTS**

- 4.1 Representations, Warranties and Covenants of GRAND ISLAND.

GRAND ISLAND hereby makes the following representations, warranties and covenants to BUYER as of the Effective Date:

- 4.1.1 GRAND ISLAND is a municipal corporation and political subdivision of the State of Nebraska duly organized, validly existing and in good standing under the laws of the State of Nebraska, and has the legal power and authority to conduct its business and to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out

all covenants and obligations on its part to be performed under and pursuant to this Agreement.

- 4.1.2 This Agreement constitutes a legal, valid and binding obligation of GRAND ISLAND, enforceable in accordance with its terms, except as enforceability may be limited by laws affecting the rights of creditors generally.
- 4.1.3 There is no pending, or to the knowledge of GRAND ISLAND, threatened action or proceeding affecting GRAND ISLAND before any Governmental Authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof.
- 4.1.4 There are no approvals, authorizations, consents, or other action required by any Governmental Authority necessary to authorize GRAND ISLAND's execution and delivery of this Agreement.
- 4.1.5 The execution and performance of this Agreement does not conflict with or constitute a breach or default under any contract or agreement of any kind to which GRAND ISLAND is a party or any judgment, order, statute, or regulation that is applicable to GRAND ISLAND.
- 4.1.6 No amounts payable by BUYER to GRAND ISLAND under this Agreement shall in any way reimburse GRAND ISLAND for costs or expenses that GRAND ISLAND incurs or pays from and after the Effective Date for environmental improvements or upgrades to its generation assets other than the Plant.

#### 4.2 Representations, Warranties and Covenants of BUYER.

BUYER hereby makes the following representations, warranties and covenants to GRAND ISLAND as of the Effective Date:

- 4.2.1 BUYER is a municipal corporation and political subdivision of the State of Nebraska duly organized, validly existing and in good standing under the Laws of the State of Nebraska, and has the legal power and authority to conduct its business and to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.
- 4.2.2 BUYER is a governmental entity and is tax exempt under the Internal Revenue Code and the applicable regulations promulgated thereunder.
- 4.2.3 The execution, delivery and performance by BUYER of this Agreement have been duly authorized by all necessary action.

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

## **ARTICLE V**

### **EVENTS OF DEFAULT; INDEMNIFICATION; LIMITATION OF LIABILITY**

#### **5.1 Events of Default by GRAND ISLAND.**

The following shall constitute an Event of Default by GRAND ISLAND:

- 5.1.1 GRAND ISLAND fails to make any undisputed payment due under this Agreement within thirty (30) days after such payment is due and fails to cure such default within twenty (20) days after written notice from BUYER.
- 5.1.2 GRAND ISLAND breaches any material obligation under this Agreement, and fails to cure such breach within thirty (30) days after written notification by BUYER of the breach. Provided however, that in the case of an Event of Default by GRAND ISLAND described herein, failure to complete the cure of such Default or breach within the thirty (30) day period after BUYER notice shall not constitute an Event of Default if the breach is not capable of being cured within thirty (30) days and GRAND ISLAND begins the cure within the thirty (30) day period and uses commercially reasonable efforts to cure the Default or breach within sixty (60) days (as extended for a Force Majeure event).

#### **5.2 Events of Default by BUYER.**

The following shall each constitute an Event of Default by BUYER:

5.2.1 BUYER fails to make any undisputed payment due under this Agreement within thirty (30) days and for such payments due and fails to cure such default within twenty (20) days of the written notice from GRAND ISLAND.

5.2.2 BUYER breaches any other material obligation under this Agreement and fails to cure such breach within thirty (30) days after written notification by GRAND ISLAND of the breach. Provided, however, that in the case of an Event of Default by BUYER described above, failure to complete the cure of such Default or breach within the thirty (30) day period after GRAND ISLAND notice shall not constitute an Event of Default if the breach is not capable of being cured within thirty (30) days and BUYER begins the cure within the thirty (30) day period and uses commercially reasonable efforts to cure the default or breach within sixty (60) days (as extended for a Force Majeure event).

### 5.3 Termination for Cause.

If any Event of Default as defined in Sections 5.1 or 5.2 has occurred, the non-defaulting Party may provide written notice to the defaulting Party specifying the basis for its belief that such event has occurred, and that the Agreement may be terminated unless the Event of Default is cured within thirty (30) days of the written notice of intent to terminate or such longer cure period as the Parties may agree. If the Event of Default has not been fully cured within the thirty (30) day cure period, or such longer cure period as the Parties might have agreed, then the non-defaulting Party may thereafter terminate this Agreement by providing written notice of termination.

### 5.4 Remedy.

If either Party provides a notice of termination to the other under this Article V all provisions of this Agreement, and all rights and obligations of the Parties hereunder, will continue in full force and effect from and after the date of the notice of termination until the effective date of termination, including any right, remedy or liability resulting from nonperformance or other breach of the Agreement that occurs prior to the effective date of termination. If either Party terminates for cause, then such non-defaulting Party shall have no further obligations under this Agreement to the defaulting Party from and after the date of such termination.

The right to terminate shall be the sole remedy of BUYER for an Event of Default that has not been cured by GRAND ISLAND as provided in this Article V. For GRAND ISLAND, the right to terminate set out in this Article V is in addition to any other right or remedy provided under this Agreement, or now or hereafter existing under Applicable Law with respect to obligations incurred by BUYER prior to the Event of Default, including but not limited to the right to recover damages for any failure by BUYER to make payment for RECs delivered by

GRAND ISLAND, and the exercise of said rights shall not be deemed as a waiver or relinquishment by GRAND ISLAND of any of its other rights or remedies.

Comment [A]: Discuss.

5.5 Indemnification. BUYER expressly agrees to indemnify, hold harmless and defend GRAND ISLAND against any and all claims, liability, costs or expenses (including reasonable attorneys' fees and expenses) for (i) loss, damage or injury to Persons or property directly connected with or growing out of ownership or use of RECs after transfer of title therefor to BUYER, unless such loss, damage or injury is the result of bad faith, gross negligence, or reckless or willful misconduct of or attributable to GRAND ISLAND, and (ii) costs or charges for which BUYER is expressly responsible under this Agreement.

5.6 Limitation of Liability.

5.6.1 No Consequential or Indirect Damages. In no event shall either Party be liable under this Agreement to the other Party or any third party for any consequential, incidental, indirect, exemplary, special or punitive damages, including any damages for business interruptions, loss of use, revenue or profit, whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not said other party was advised of the possibility of such damages.

5.6.2 Maximum Liability. In no event shall either Party's aggregate liability arising out of or related to this Agreement as a result of an Event of Default, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed \_\_\_\_\_. Dollars (\$\_\_\_\_\_). The foregoing limitation shall apply even if the non-breaching Party's remedies under this Agreement fail of their essential purpose.

## **ARTICLE VI TERM AND TERMINATION**

6.1 This Agreement shall be contingent upon the execution of a PPA between GRAND ISLAND and the Wind Project, and the PPA remaining in effect to enable GRAND ISLAND to sell the RECs to BUYER. The "Effective Date" of this Agreement shall be the date first written above, and this Agreement shall become operable on the Commercial Operation Date, as defined under the PPA, and shall remain in effect for a term of twenty-five (25) years from the Commercial Operation Date (the "Term") unless earlier terminated pursuant to the terms of this Agreement; provided further, in the event the PPA is terminated prior to completion of the Term or the Plant no longer is delivering energy to GRAND ISLAND or a regional electricity market, this Agreement shall terminate concurrently with such event and shall be of no further force and effect.

**ARTICLE VII  
CHANGE IN LAW**

- 7.1 In the event there is a Change in Law that is applicable to (1) GRAND ISLAND's ability to sell and purchase power in the Southwest Power Pool, (2) the operation of the Plant, (3) the generation of RECs produced by the Plant, (4) the sale or resale of RECs, or (5) any other obligation of either Party hereunder, and compliance with the Change in Law results in a material increase in such Party's costs under this Agreement, the affected Party will promptly submit to the other Party a written notice setting forth (i) the applicable Change in Law; (ii) the manner in which such Change in Law increases such Party's costs; and (iii) such Party's proposed adjustment to the then applicable and future rates for REC sales under this Agreement to reflect such increases in costs. If the Parties are unable to agree to a proposed adjustment within ninety (90) days, then either Party may terminate this Agreement, without liability to the other Party.

**ARTICLE VIII  
MISCELLANEOUS**

- 8.1 Notices. Notices, which may be given by facsimile with an original to follow via regular mail, shall be given as follows, or to such other address as may be provided by a Party from time to time in writing. All notices are effective upon receipt.

GRAND ISLAND

Notices:

City of Grand Island  
Attention: Utilities Director  
City Hall  
100 E. First St.  
Grand Island, NE 68801  
Fax: 308-385-5488

BUYER

Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Account Information for Electronic  
Payments:

Electronic payment bank information  
to be provided, each Party to the  
other.

Account Information for Electronic  
Payments:

Electronic payment bank information  
to be provided each Party to the other.

## 8.2 Confidential Information.

8.2.1 Use of Confidential Information. During the course of this Agreement, the Parties may disclose to each other certain Confidential Information, by either oral or written communications. To constitute Confidential Information for purposes of this Agreement, the same shall be clearly so designated (if oral) or conspicuously so marked (if tangible) by the disclosing Party. The Parties hereby deem Exhibits B1 and B2 to constitute Confidential Information and otherwise not be subject to public disclosure, but the Agreement otherwise is not Confidential Information. These disclosures have been or will be made upon the basis of the confidential relationship between the Parties, and unless specifically authorized in writing by the other, the Parties will:

8.2.1.1 Use such Confidential Information solely for purposes contemplated by this Agreement; and

8.2.1.2 Promptly return to each other, upon request, any and all tangible material concerning such Confidential Information, including all copies and notes, or destroy the same and provide the other Party with a written statement that such destruction has occurred; provided that a Party may retain a copy with its attorney to show compliance with this Section. Under no circumstances shall any Confidential Information or copy thereof be retained, except with the express written approval of the owner of such Confidential Information.

8.2.2 Nondisclosure. Each Party agrees that it will use reasonable care to prevent unauthorized disclosure of Confidential Information. Neither Party will make any copies of Confidential Information that is in written or other tangible form except for use by authorized Persons with a need to know in connection with this Agreement (including contractors and subcontractors), and all Persons having access to Confidential Information shall have agreed to not permit unauthorized disclosure of Confidential Information.

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

8.2.3 Exceptions. The obligations imposed in this Section 8.2 shall not apply to Confidential Information:

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

8.2.3.2 Which is published or otherwise made available to the public prior to the date hereof;

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

8.2.3.4 Which is independently developed by the receiving Party; or

8.2.3.5 Which remains Confidential Information subject to Section 8.2, except that it must be disclosed to an owner, director, officer, employee or legal counsel of the disclosing Party, or to a Party's outside accountants, auditors, rating agencies, financial advisors, legal counsel, actual or potential lenders, underwriters, BUYER lender, actual or potential purchasers of or investors in BUYER or the legal counsel or advisors of any thereof; or

8.2.3.6 Which must be disclosed pursuant to any law (including, but not limited to, the Nebraska Open Meetings Act and the Nebraska Public Records Act, Neb. Rev. Stat. § 84-712.01 et seq.). If disclosure is requested or demanded as to Confidential Information pursuant to any law, the Party receiving the request or demand shall provide the owner of such Confidential Information with prompt notice to enable the owner to seek protective legal remedies, and the receiving Party shall reasonably cooperate in connection therewith; or

8.2.3.7 Which is disclosed pursuant to a confidentiality agreement to which BUYER is a party.

8.3 Entire Agreement; Counterparts. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both Parties. This Agreement may be executed in counterparts, including by a facsimile transmission thereof, each of which is an original and all of which constitute one and the same instrument.

8.4 Assignment. This Agreement is binding on any successors and assigns of either Party. Neither Party may otherwise transfer or assign all or any part of this



Agreement, nor its rights or obligations hereunder, or otherwise dispose of any right, title, or interest herein, without the prior written consent of the other Party.

- 8.5 Successors and Assigns. This Agreement inures to the benefit of, and is binding upon, the Parties and their respective successors and permitted assigns.
- 8.6 Severability. If any provision of this Agreement is determined to be invalid, void or unenforceable by any court of competent jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement, provided the basic purposes of this Agreement and the benefits to the Parties are not substantially impaired.
- 8.7 No Prior Agreements. This Agreement completely and fully supersedes all other prior understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.
- 8.8 No Waiver. Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default, nor shall any delay by a Party in the exercise of any right under this Agreement be considered as a waiver or relinquishment thereof.
- 8.9 Headings. The headings used herein are for convenience and reference purposes only.
- 8.10 No Third-Party Beneficiaries. This Agreement confers no rights whatsoever upon any person other than the Parties and shall not create, or be interpreted as creating, any standard of care, duty or liability to any person not a Party hereto.
- 8.11 Negotiated Agreement. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties. Therefore, doubtful or ambiguous provisions, if any, contained in this Agreement shall not be construed against the Party who physically drafted and prepared it.
- 8.12 Dispute Resolution. In the event of any dispute, controversy or claim arising under or relating to this Agreement, including the breach, termination or validity hereof and whether asserted in contract, in warranty, in tort, by statute or otherwise and whether for damages or any other relief (a "Dispute"), then, within ten (10) Days following the delivery date of a written request by either Party (a "Dispute Notice"), (i) each Party shall appoint a representative (individually, a "Party Representative", together, the "Parties' Representatives"), and (ii) the Parties' Representatives shall meet, negotiate and attempt in good faith to resolve the Dispute quickly, informally and inexpensively. In the event the Parties' Representatives cannot resolve the Dispute within thirty (30) Days of the Dispute Notice, then, within ten (10) Days following any request by either Party at any time thereafter, each Party Representative (I) shall independently prepare a

written summary of the Dispute describing the issues and claims, (II) shall exchange its summary with the summary of the Dispute prepared by the other Party Representative, and (III) shall submit a copy of both summaries to a senior officer of the Party Representative's Party with authority to irrevocably bind the Party to a resolution of the Dispute. Within ten (10) Days after delivery of the Dispute summaries, the senior officers for both Parties shall begin negotiations in good faith to resolve the Dispute. Subject to the following paragraph of this Section, only if the Parties' senior officers are unable to resolve the dispute within thirty (30) Days after delivery of the Dispute summaries, then the Parties shall be entitled to pursue any and all available remedies in law, equity and contract. The Parties agree that no statements of position or offers of settlement made in the course of such discussions or in such summaries shall be offered into evidence for any purpose in any litigation between the Parties, nor will any such statements or offers of settlement be used in any manner against either Party in any such litigation. Further, no such statements or offers of settlement shall constitute an admission or waiver of rights by either Party in connection with any such litigation.

Notwithstanding the prior paragraph of this Section, even if the process specified in such paragraph has not yet been commenced or completed, either Party may apply to a court permitted by Section 8.13 for a temporary or preliminary injunction or other interim remedies.

- 8.13 Governing Law. This Agreement is deemed to have been effectively entered into in the State of Nebraska and it shall be governed by and construed under the laws of the State of Nebraska without giving effect to principles of conflicts of law that would otherwise cause the law of any state other than Nebraska to apply. The Parties agree that any action arising out of or related to this Agreement brought in any court by either Party against the other Party shall be brought only in the federal or state courts in and for the State of Nebraska.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

CITY OF GRAND ISLAND

CITY OF NELIGH

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

1331660.2

**EXHIBIT A**

**BILL OF SALE; RENEWABLE ENERGY ATTESTATION**

**Bill of Sale  
From  
City of Grand Island  
To**

---

KNOW ALL MEN BY THESE PRESENTS:

FOR AND IN CONSIDERATION of the good and valuable consideration as provided for in the Renewable Energy Credit Purchase and Sale Agreement between City of Grand Island and \_\_\_\_\_, dated effective \_\_\_\_\_, 20\_\_\_\_, receipt of which is hereby acknowledged, City of Grand Island (hereinafter "GRAND ISLAND"), a public corporation and political subdivision of the State of Nebraska, does hereby sell, grant, convey, assign and deliver to \_\_\_\_\_ (hereinafter "BUYER"), all of GRAND ISLAND's right, title and interest in and to the Renewable Energy Credits, together with all rights, privileges and appurtenances to said Renewable Energy Credits in any way appertaining or belonging thereto, as set forth on the Renewable Attestation Form attached hereto.

TO HAVE AND TO HOLD the above-described property unto BUYER, its successors and assigns forever.

FURTHER, GRAND ISLAND hereby covenants with BUYER that it is the lawful owner of the Renewable Energy Credits described above, that the same are free and clear of all liens, encumbrances and security interests, that GRAND ISLAND has marketable title and good right and lawful authority to sell and deliver the same, and that GRAND ISLAND will defend the title thereto against the lawful claims of all persons whomsoever.

Exhibit A, Page 1



# RENEWABLE ATTESTATION FROM WHOLESALE PROVIDER OF ELECTRICITY OR RECS

## I. Wholesale Provider Information

Name of Wholesale Provider: City of Grand Island

Address of Provider: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

## II. Declaration

I, (print name and title) \_\_\_\_\_ declare that the (indicate with "x")<sup>1</sup> \_\_\_\_\_ electricity bundled with renewable attributes / x renewable attributes only<sup>2</sup> listed below were sold exclusively from: (name of Wholesale Provider) City of Grand Island ("Provider") to: (name of REC provider, utility, or electric service provider) \_\_\_\_\_ ("Purchaser").

I further declare that:

- 1) all the renewable attributes (including CO<sub>2</sub> benefits), including any emissions offsets, reductions or claims, represented by the renewable electricity generation listed below were transferred to Purchaser;
- 2) to the best of my knowledge, the renewable attributes were not sold, marketed or otherwise claimed by a third party;
- 3) Provider sold the renewable attributes only once;
- 4) the renewable attributes or the electricity that was generated with the attributes was not used to meet any federal, state or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate by Provider, nor, to the best of my knowledge, by any other entity;
- 5) the electrical energy that was generated with the attributes was not separately sold, separately marketed or otherwise separately represented as renewable energy by Provider, or, to the best of my knowledge, by any other entity; and
- 6) the facilities that generated all of the renewable electricity / renewable attributes (as indicated above) sold to Purchaser are listed below by fuel type.

---

<sup>1</sup> Use separate forms to report electricity and REC sales.

<sup>2</sup> If Provider purchased electricity bundled with renewable attributes and has stripped off those attributes to sell in this transaction, and is selling the undifferentiated electricity to a utility or load-serving entity, see section III also.

**List the renewable MWhs sold or transferred to Purchaser identified below by quarter of generation as a separate line item.**

Generator Name	Generator ID Number (EIA or QF)	Nameplate Capacity (MW)	Fuel Type (if biomass, be specific; i.e. Landfill Gas)	# MWhs RECs / Elec. Sold	First Date of Generator Operation (mm/yy) <sup>3</sup>	Period of Generation (quarter#/yy or mm/yy)
Wind Project						

**III. Additional Statement required of Provider selling electricity to Purchaser**

I declare that the electricity listed above was delivered into the NERC region(s) or ISO(s) in which the Generator(s) listed above are located.

**IV. Additional Statement required if Provider is selling only RECs to Purchaser and selling the associated electricity to a utility or load-serving entity**

Please write the name of the utility or load-serving entity here: City of Grand Island

As an authorized agent of Provider, I attest that the above statements are true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Place of Execution

**This Attestation form is used by the Center for Resource Solutions to verify the accuracy of claims made by Participant renewable energy providers.**

<sup>3</sup> For facilities that have added new renewable capacity, please indicate the amount and operational date of the new capacity and the existing capacity.

Exhibit B2, Page 1



Exhibit B2, Page 2

RESOLUTION 2015-257

WHEREAS, on June 9, 2015 Council approved execution of a Power Purchase Agreement (PPA) with Invenergy Inc., for the Prairie Breeze III Wind Energy Project; and

WHEREAS, this PPA with Invenergy is for the entire capacity of the Project with the intent for subsequent participation agreements between the City of Grand Island and the City of Neligh for minority position in the Project; and

WHEREAS, the energy generated from renewable sources such as wind are eligible to receive Renewable Energy Credits which document the energy created and then can be sold or traded to other parties and used for environmental compliance; and

WHEREAS, the Utilities Department's legal counsel for the Prairie Breeze III Project drafted a Renewable Energy Credit Purchase Agreement for the sale of approximately 5.58% of the output of this project from Grand Island to Neligh; and

WHEREAS, the sale price to Neligh for the Renewable Energy Credits is that being paid by the City of Grand Island to Invenergy over the twenty year term of the PPA, plus the pro-rata share of any costs that may be incurred by the City as a result of marketing the energy to the electric regional system.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Renewable Energy Credit Agreement with Neligh, Nebraska, is approved, and the Mayor is hereby authorized to sign the Agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2015.

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

Attest:

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

Approved as to Form	☐ _____
September 18, 2015	☐ City Attorney



# City of Grand Island

Tuesday, September 22, 2015

Council Session

## Item G-14

**#2015-258 - Approving First Amendment to the License Agreement  
with Unite Private Network**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

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

**Meeting:** September 22, 2015

**Subject:** License Agreement Amendment with Unite Private Networks for Power Pole Attachments

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

## **Background**

On May 12, 2009 a License Agreement was approved by City Council with Unite Private Networks to allow for various utility pole attachments across the City for fiber optic cable installation. This agreement is similar to what is in place with other providers of cable service.

## **Discussion**

In July, 2015 Unite Private Networks approached the Grand Island Utilities Department about installing several small cell network antennae to utility poles to expand the capacity of their cell network in Grand Island. Similar projects have been completed in Omaha and Lincoln. An amendment to the existing agreement is necessary since this involves equipment that is above and beyond the scope of the original agreement.

## **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the License Agreement Amendment with Unite Private Networks for Power Pole Attachments.

### **Sample Motion**

Move to approve the License Agreement Amendment with Unite Private Networks for Power Pole Attachments.

**First Amendment to  
License Agreement**

**Between**

**The City of Grand Island  
P.O. Box 1968  
Grand Island, NE 68802-1968**

**and**

**Unite Private Networks, LLC  
120 South Stewart Street  
Liberty, Missouri 64068**

**Dated \_\_\_\_\_, 2015**

## **Amendment to License Agreement**

This Amendment relates to the License Agreement executed on May 12, 2009, (the “Agreement”) by and between the City of Grand Island, a municipality organized and existing under the laws of the State of Nebraska, having its principal office in the City of Grand Island, Nebraska, hereinafter called Licensor, and Unite Private Networks, LLC, a Delaware Limited Liability Company, having its principal office at 120 S. Stewart Rd., Liberty, MO 64068, hereinafter called Licensee, (collectively, the “Parties”).

### **Recitals**

WHEREAS, Licensee provides communication and education services in the territory in which Licensor provides electric power, which will include the use of Third-Party Facilities, as defined below.

WHEREAS, Licensor owns all poles to be used jointly by the parties.

WHEREAS, the parties wish to provide for Licensee’s use of Licensor’s utility poles.

NOW, THEREFORE, the Parties hereby agree as follows:

### **Amended Provisions**

Article I, Paragraph (B) is hereby replaced with the following language: “Attachments” means messengers, guy strands, aerial wires, cables, amplifiers, associated power supply equipment, Third-Party Facilities, and other transmission apparatus necessary for the proper operation of Licensee’s communications system.

Article I is further amended to include the following paragraph:

(C) “Third-Party Facilities” means equipment and other transmission apparatus necessary for the proper operation of a telecommunications system that is not owned by Licensee, but for which Licensee is responsible for the installation and maintenance of such equipment. Such Third-Party Facilities may require the use of electrical power to be provided by Licensor. Licensee will be charged for the use of said power as prescribed in Appendix 1. The Parties further agree that the Third-Party Facilities may be attached to the Licensor’s poles utilizing a banding method that is approved by Licensor or by penetrating the pole, depending on the style and type of the Third-Party Facilities.

Article II, Scope of the Agreement, Paragraph (A) is hereby replaced with the following language: Subject to the provisions of the Agreement, including the proper execution of APPENDIX 1 AND 2, Licensor hereby issues to Licensee, for any lawful communication/educational purpose, revocable nonexclusive authorization for the attachment of Licensee’s cables, equipment and facilities, including Third-Party Facilities, to Licensor’s poles within the territory in which both Parties nor or hereafter operate.

Appendix 1, Schedule of Fees and Charges shall be replaced with the following:

AMENDED APPENDIX 1

SCHEDULE OF FEES AND CHARGES

THIS AMENDED APPENDIX 1 is, from the effective date hereof, an integral part of the License Agreement, as amended, between the City of Grand Island, therein called Licensor, and Unite Private Networks, LLC, therein called Licensee, dated May 12, 2009 and amended on \_\_\_\_\_, 2015 (hereinafter called the "Agreement") and contains the fees and charges governing the use of Licensor's poles to accommodate the cable, equipment, facilities and Third-Party Facilities of License in the territory in which both Parties hereto now and hereafter operate.

The effective date of this Amended Appendix 1 is \_\_\_\_\_, 2015.

POLE ATTACHMENTS

1. ATTACHMENT FEE: \$ 4.00 per pole, per annum.

a. Computation.

For the purposes of computing the total attachment fees due hereunder, the total fee shall be based upon the number of poles to which attachments are actually made pursuant to Article I, Paragraph (B) of the Agreement, on the first day of June and the first day of December of each year. The first advance payment of the annual charge for Licenses granted under this Agreement, as amended, shall be prorated from the date that the attachment is made to the pole to the first regular payment date.

b. Payment Due.

Attachment fees shall be due and payable semiannually, in advance, on the first day of January for the first half of the calendar year next preceding, and on the first day of July for the last half of the calendar year. Failure to pay such fees within twenty (20) days after presentment of the bill therefore or on the specified payment date, whichever is later, shall constitute a default of this Agreement.

c. Termination of License.

Upon termination or surrender of a license granted hereunder, the applicable attachment fee shall be prorated for the period during which the attachment was made to Licensor's pole during the final semiannual period and shall be credited to Licensee; provided, however, that there shall be no proration of attachment fee if the license is terminated as a result of any act or omission of Licensee in violation of this Agreement, as amended.

2. OTHER CHARGES:

a. Computation

- (1) All charges incurred by Licensor as a result of inspections, engineering, rearrangements, removals of Licensee's facilities from Licensor's poles and any other work performed for Licensee shall be based upon the full cost and expense to Licensor for performing such work plus the appropriate current overhead rate on the costs incurred in performing such work for Licensee. The cost to Licensor shall be determined in accordance with the regular and customary methods used by Licensor in determining such costs.



- (2) The charge for replacement of poles shall include the entire non-betterment cost to Licensor, including the increased cost of larger poles, sacrificed life value of the poles removed, cost of removal less any salvage recovery and the cost of transferring Licensor's facilities from the old to the new poles.
- b. Power Usage  
The Third-Party Facilities that Licensee is installing on the poles may require the use of electrical power to be billed in accordance with the Electric Rate Schedule established by City Ordinance. Licensor shall provide monthly billing to Licensee for such power usage, which will be paid in accordance with the Agreement, as amended, and this Appendix 1, as amended.
- c. Payment Date  
All bills for such other charges shall be payable upon presentment to Licensee, and shall be deemed delinquent if not paid within 30 days after presentment to Licensee.

**By signing, the undersigned hereby warrants:**

- **that they are authorized agents of the Parties;**
- **that they have the authority to enter into this Amendment on behalf of the parties to the original Agreement; and**
- **that they bind the parties to this Amendment and to the terms contained herein.**

The Parties agree that this contains the entire Amendment relating to the matters covered in this document and does not affect any provisions in the original Agreement other than those noted above. This Amendment shall be binding upon and inure to the benefit of heirs, successors and assigns of the parties to this Amendment.

The Parties make this Amendment under the laws of the State of Nebraska. The Parties agree to adhere to fair business practices and to comply with all federal, state, and local laws and regulations. If any portion of this Amendment shall be held invalid or unlawful for any reason, the invalid portion shall not effect or impair the validity of the remaining portions of the original Agreement or this Amendment.

IN WITNESS WHEREOF, this Amendment has been executed by a duly authorized representative of each Party as of the day and year first written above.

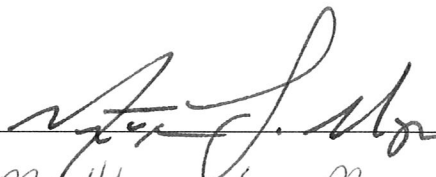
For City of Grand Island, Nebraska:

For Unite Private Networks, LLC:

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Matthew L. Myers  
Print Name  
\_\_\_\_\_  
General Counsel  
Title  
\_\_\_\_\_  
9-3-2015  
Date

RESOLUTION 2015-258

WHEREAS, on May 12, 2009 City Council approved a License Agreement with Unite Private Networks to allow for various utility pole attachments across the City for fiber optic cable installation; and

WHEREAS, in July, 2015 Unite Private approached Grand Island Utilities concerning the installation of several small cell network antennae to utility poles to expand the capacity of their cell network in Grand Island; and

WHEREAS; an amendment to the existing agreement is necessary since this involves equipment that is above and beyond the scope of the original agreement, and

WHEREAS; the Legal Department has reviewed and approved the Amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the First Amendment to the License Agreement with Unite Private Network is approved, and the Mayor is hereby authorized to sign the Amendment on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2015.

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

Attest:

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

Approved as to Form	☐ _____
September 18, 2015	☐ City Attorney



# City of Grand Island

Tuesday, September 22, 2015

Council Session

## Item G-15

**#2015-259 - Approving Acquisition of Public Utility Easement for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4(Grudzinski & Solorzano)**

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

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

## RESOLUTION 2015-259

WHEREAS, public utility easements are required by the City of Grand Island, from affected property owners for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4, described as follows:

Owner	Legal	Total
TIMOTHY & CASSANDRA GRUDZINSKI	THE SOUTH 15.00 FEET AND THE WEST 15.00 FEET OF THE SOUTH 195.00 FEET THEREOF, OF A TRACT DESCRIBED IN INSTRUMENT NO. 20009426, FILE DATE OCTOBER 31, 2000, REGISTER OF DEEDS, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 3,690 SQUARE FEET OR 0.085 ACRES MORE OR LESS, AS SHOWN ON THE TRACT DRAWING DATED 09/01/2015, MARKED EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.	\$750.00
REINIER SOLORZANO	THE SOUTH 15.00 FEET THEREOF, OF A TRACT DESCRIBED IN INSTRUMENT NO. 201405380, FILE DATE AUGUST 29, 2014, REGISTER OF DEEDS, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 990 SQUARE FEET OR 0.023 ACRES MORE OR LESS, AS SHOWN ON THE TRACT DRAWING DATED 09/01/2015, MARKED EXHIBIT C ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.	\$250.00
		\$1,000.00

WHEREAS, agreements for the public utility easements have been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the agreements for the public utility easements on the above described tracts of land, in the total amount of \$1,000.00.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2015.

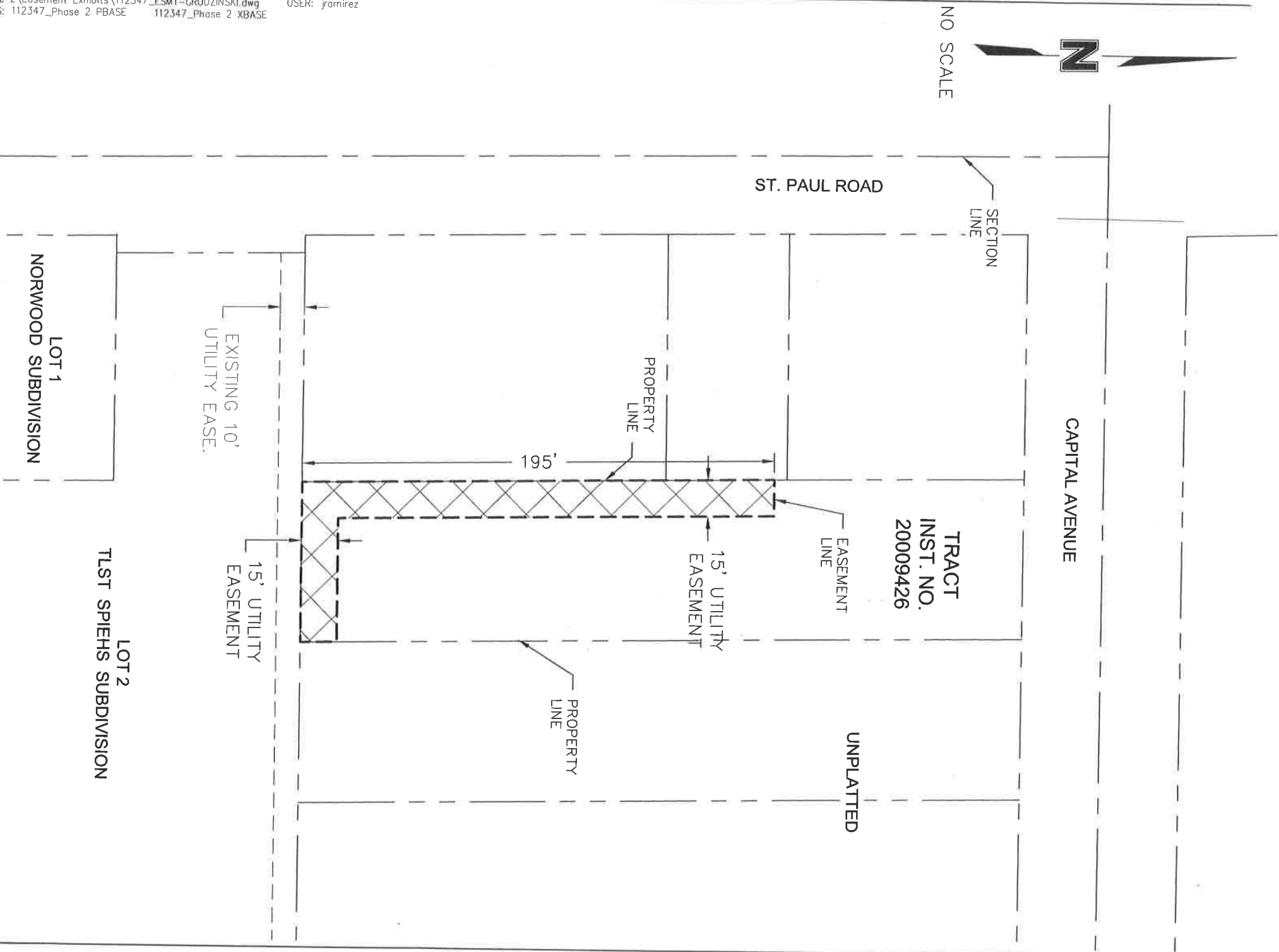
\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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

Approved as to Form	<input type="checkbox"/>	_____ September 18, 2015	<input type="checkbox"/>	City Attorney
---------------------	--------------------------	-----------------------------	--------------------------	---------------

TIMOTHY S & CASSANDRA L GRUDZINSKI



DESCRIPTION OF 15' UTILITY EASEMENT  
THE SOUTH 15.00 FEET AND THE WEST 15.00 FEET OF THE SOUTH 195.00 FEET THEREOF, OF A TRACT DESCRIBED IN INST. NO. 20009426, FILE DATE OCTOBER 31, 2000, REGISTER OF DEEDS, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

SAID TRACT CONTAINS A CALCULATED AREA OF 3,690 SQUARE FEET OR 0.085 ACRES MORE OR LESS.

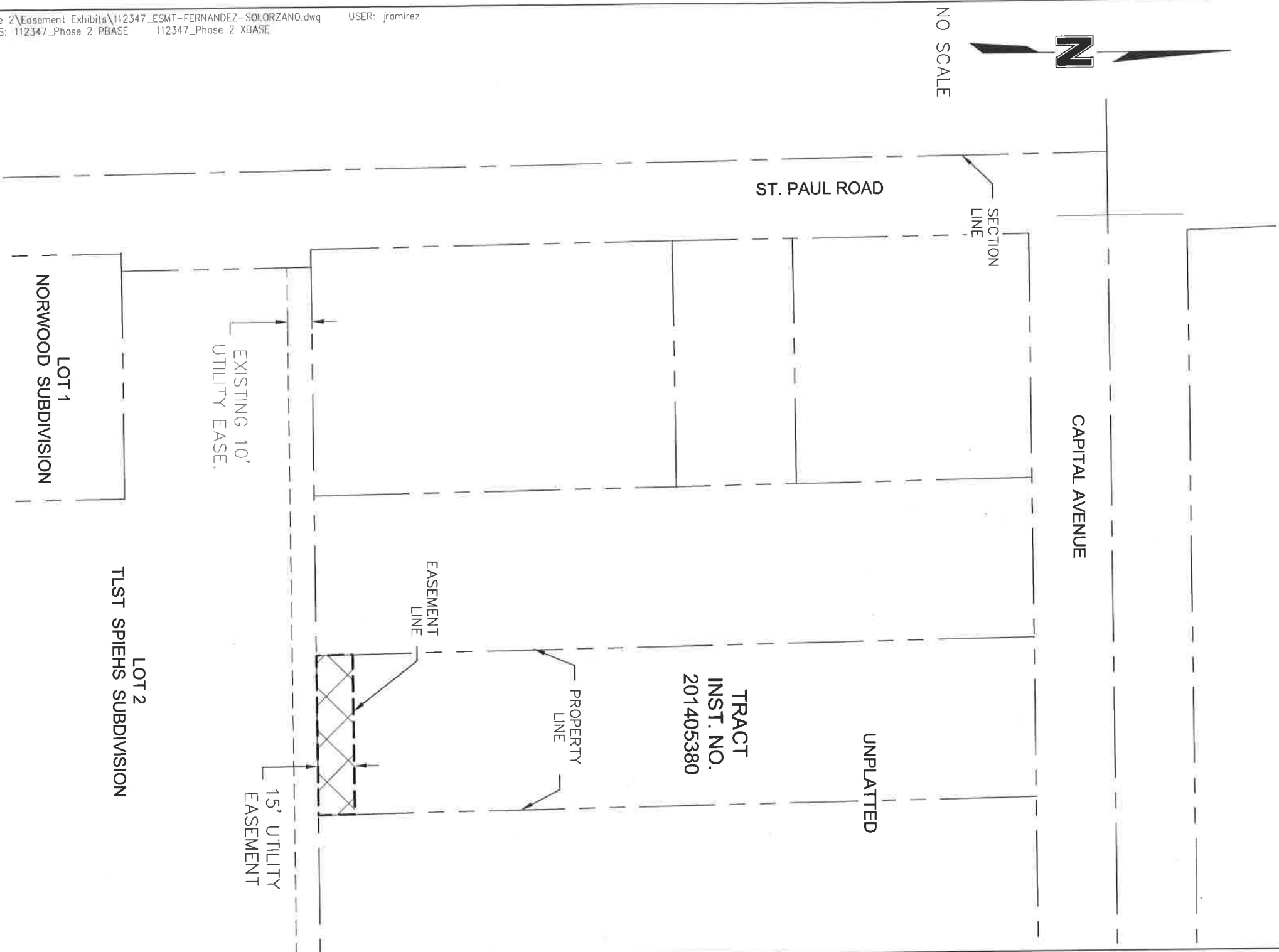


PERMANENT EASEMENT

DWG: F:\projects\011-2347\MUNI Phase 2\Easement Exhibits\112347\_ESMT-GRUDZINSKI.dwg USER: jramirez  
DATE: Sep 02, 2015 9:20am XREFS: 112347\_Phase 2 PBASE 112347\_Phase 2 XBASE

PROJECT NO: 011-2347	CITY OF GRAND ISLAND		201 E. 2ND STREET PO BOX 1072 GRAND ISLAND, NE 68801 TEL. 308.384.8750 FAX 308.384.8752	EXHIBIT
DRAWN BY: JMR	15' UTILITY EASEMENT			A
DATE: 09.01.2015				

REINIER FERNANDEZ-SOLORZANO



DWG: F:\projects\011-2347\\_\MUNI Phase 2\Easement Exhibits\112347\_ESMT-FERNANDEZ-SOLORZANO.dwg USER: jramirez  
DATE: Sep 02, 2015 11:20am XREFS: 112347\_Phase 2 PBASE 112347\_Phase 2 XBASE

DESCRIPTION OF 15' UTILITY EASEMENT  
THE SOUTH 15.00 FEET THEREOF, OF A TRACT DESCRIBED IN INST. NO. 201405380, FILE DATE AUGUST 29, 2014, REGISTER OF DEEDS, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

SAID TRACT CONTAINS A CALCULATED AREA OF 990 SQUARE FEET OR 0.023 ACRES MORE OR LESS.

PERMANENT EASEMENT

PROJECT NO:	011-2347	CITY OF GRAND ISLAND 15' UTILITY EASEMENT	 ASSOCIATES	201 E. 2ND STREET PO BOX 1072 GRAND ISLAND, NE 68801 TEL 308.384.8750 FAX 308.384.8792	EXHIBIT
DRAWN BY:	JMR				C
DATE:	09.01.2015				



# City of Grand Island

Tuesday, September 22, 2015

Council Session

## Item G-16

**#2015-260 - Approving Temporary Construction Easement for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4 (Grudzinski & Solorzano)**

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



# **Council Agenda Memo**

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

**Meeting:** September 22, 2015

**Subject:** Approving Temporary Construction Easement for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4 (Grudzinski & Solorzano)

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

## **Background**

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

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

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

- Phase I - Wastewater Treatment Plant (WWTP) to 7<sup>th</sup> Street / Skypark Road
- 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)

A Temporary Construction easement from two (2) property owners is necessary for Phase II, Part A of this project to be completed, which must be approved by City Council. A sketch is attached to show the temporary construction easement areas.

## **Discussion**

Temporary construction easements in the total amount of \$1,000.00 are needed from two (2) property owners for Phase II, Part A to be constructed. Authorization of the documents and payment to the property owners is contingent upon City Council approval. All documents have been signed and returned by the property owners.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the Temporary Construction Easement Agreements between the City of Grand Island, Public Works Department and the affected property owners for North Interceptor Phase II, Part A; Sanitary Sewer Project No. 2013-S-4, in the total amount of \$1,000.00.

## **Sample Motion**

Move to approve the temporary construction easements.

RESOLUTION 2015-260

WHEREAS, temporary construction easements are required by the City of Grand Island, from Timothy & Cassandra Grudzinski and Reinier Solorzano, in the North Interceptor Phase II, Part A; Sanitary Sewer Project No. 2013-S-4 project area:

Timothy & Cassandra Grudzinski - \$750.00

THE EAST 25.00 FEET OF THE WEST 40.00 FEET EXCEPT THE SOUTH 15.00 FEET AND THE NORTH 25.00 FEET OF THE SOUTH 40.00 FEET, EXCEPT THE WEST 15.00 FEET THEREOF, OF A TRACT DESCRIBED IN INSTRUMENT NO. 20009426, FILE DATE OCTOBER 31, 2000, REGISTER OF DEEDS, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCUALTED AREA OF 5,133 SQUARE FEET OR 0.118 ACRES MORE OR LESS.

---

Reinier Solorzano - \$250.00

THE NORTH 25.00 FEET OF THE SOUTH 40.00 FEET THEREOF, OF A TRACT DESCRIBED IN INSTRUMENT NO. 201405380, FILE DATE AUGUST 29, 2014, REGISTER OF DEEDS, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 1,650 SQUARE FEET OR 0.038 ACRES MORE OR LESS.

WHEREAS, Agreements for the Temporary Construction easements have been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreements for the Temporary Construction easements on the above described tract of land, in the amount of \$1,000.00.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2015.

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Jeremy L. Jensen, Mayor

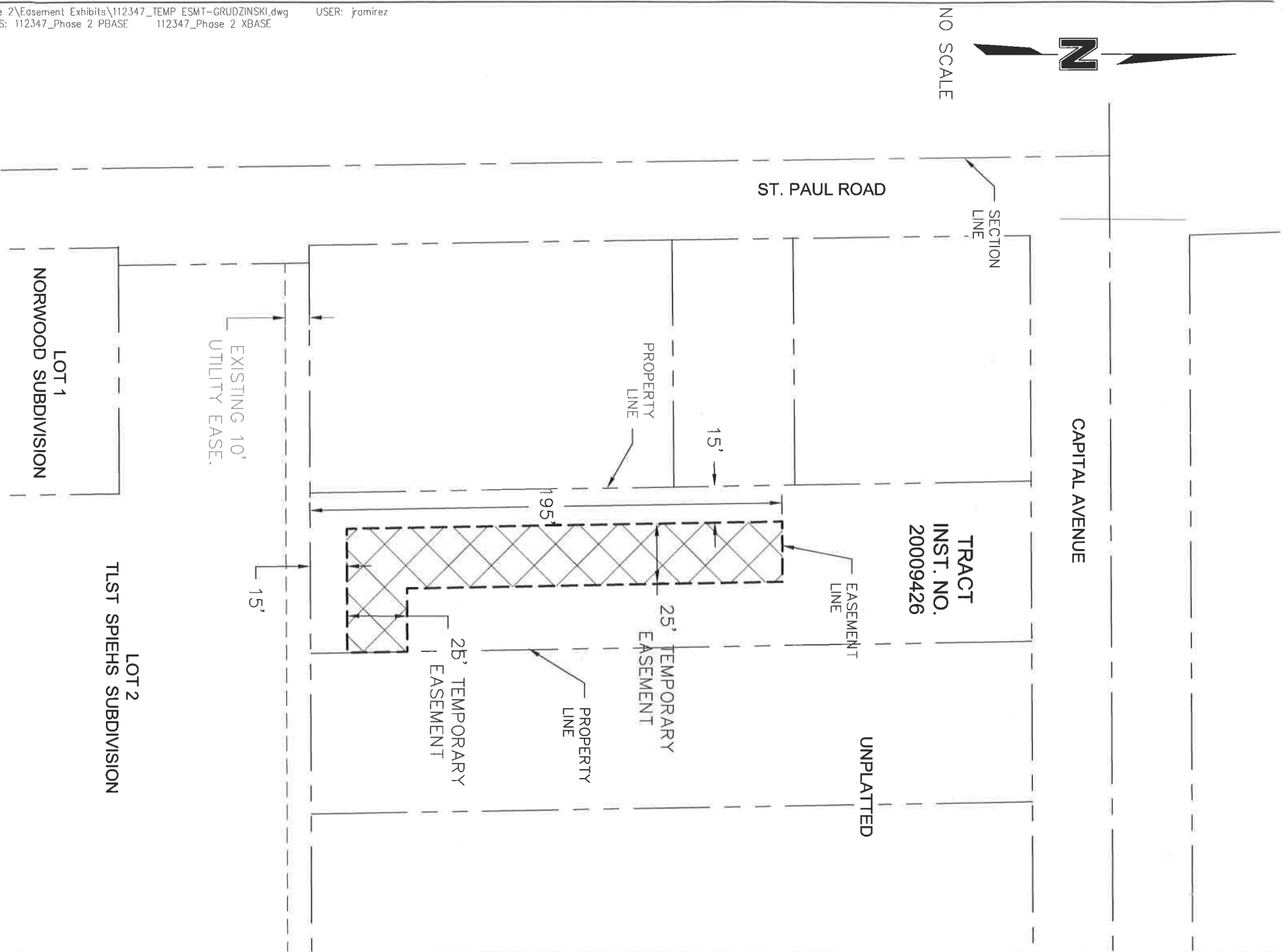
Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
September 18, 2015	<input type="checkbox"/>	City Attorney

TIMOTHY S & CASSANDRA L GRUDZINSKI



TEMPORARY EASEMENT

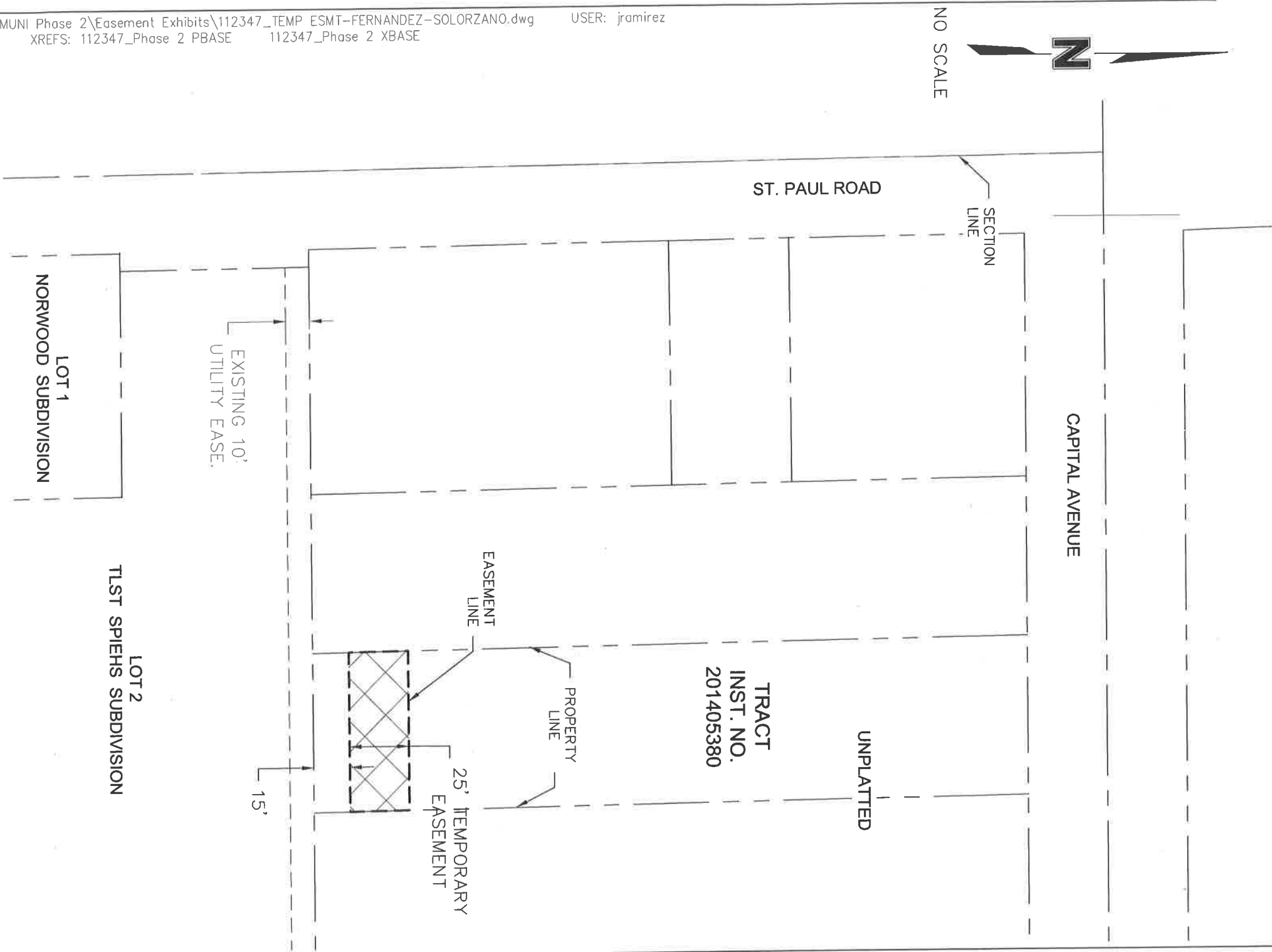
DESCRIPTION OF TEMPORARY EASEMENT  
THE EAST 25.00 FEET OF THE WEST 40.00 FEET EXCEPT THE SOUTH 15.00 FEET AND THE NORTH 25.00 FEET OF THE SOUTH 40.00 FEET, EXCEPT THE WEST 15.00 FEET THEREOF, OF A TRACT DESCRIBED IN INST. NO. 20009426, FILE DATE OCTOBER 31, 2000, REGISTER OF DEEDS, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

SAID TRACT CONTAINS A CALCULATED AREA OF 5,133 SQUARE FEET OR 0.118 ACRES MORE OR LESS.

PROJECT NO: 011-2347		CITY OF GRAND ISLAND TEMPORARY EASEMENT	 ASSOCIATES	201 E. 2ND STREET PO BOX 1072 GRAND ISLAND, NE 68801 TEL 308.394.8750 FAX 308.394.8752	EXHIBIT B
DRAWN BY:	JMR				
DATE:	09.01.2015				

DWG: F:\projects\011-2347\MUNI Phase 2\Easement Exhibits\112347\_TEMP ESMT-GRUDZINSKI.dwg USER: jramirez  
DATE: Sep 02, 2015 10:56am XREFS: 112347\_Phase 2 PBASE 112347\_Phase 2 XBASE

REINIER FERNANDEZ-SOLORZANO



DWG: F:\projects\011-2347\\_MUNI Phase 2\Easement Exhibits\112347\_TEMP ESMT-FERNANDEZ-SOLORZANO.dwg  
DATE: Sep 02, 2015 9:17am XREFS: 112347\_Phase 2 PBASE 112347\_Phase 2 XBASE USER: jramirez

PROJECT NO: 011-2347  
DRAWN BY: JMR  
DATE: 09.01.2015

CITY OF GRAND ISLAND  
TEMPORARY EASEMENT

**OLSSON**  
ASSOCIATES  
201 E. 2ND STREET  
PO BOX 1072  
GRAND ISLAND, NE 68901  
TEL. 308.394.8750  
FAX 308.394.8752

EXHIBIT  
D



# City of Grand Island

Tuesday, September 22, 2015

Council Session

## Item G-17

**#2015-261 - Approving Certificate of Final Completion and Scheduling the Board of Equalization for Water Service Lowering for 219 East Charles Street**

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

# **Council Agenda Memo**

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

**Meeting:** September 22, 2015

**Subject:** Approving Certificate of Final Completion and Scheduling the Board of Equalization for Water Service Lowering for 219 East Charles Street

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

## **Background**

On June 23, 2015 a letter was sent to the property owner of 219 East Charles Street, by the Public Works Department, concerning a water service box sticking up above the sidewalk grade in front of 220 East Ashton Avenue. The Water Superintendent verified this water service box is for the property located at 219 East Charles Street. The letter stated repairs were necessary to ensure such box is flush with the public sidewalk and not a hazard to citizens using the public sidewalk and needed to be completed by July 10, 2015. Section 20-11 of the City Code addresses obstructing the public right of way.

With no response from the property owner regarding such violation a second letter was sent on July 13, 2015 to the property owner of 219 East Charles Street notifying them that a contractor would be hired by the City to resolve this matter.

## **Discussion**

The water service box in the public right of way at 220 East Ashton Avenue (serving 219 East Charles Street) was repaired to be flush with the public sidewalk and conform to City Code, as well as to enhance public safety for pedestrian traffic, on August 15, 2015 by Galvan Construction, Inc. for the amount of \$750.00.

The cost for this water service box lowering will be assessed to the subject property of 219 East Charles Street. The payments will be spread over five (5) years at 7% simple interest. The first payment of principle only at 1/5<sup>th</sup> 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 will send a reminder letter advising them that the Board of Equalization is scheduled for October 27, 2015; 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**

City Administration recommends that the Council approve the Certificate of Final Completion for water service box lowering, service the property of 219 East Charles Street, in the public right of way at 220 East Ashton Avenue and set the Board of Equalization date of October 27, 2015.

## **Sample Motion**

Move to approve the Certificate of Final Completion and set the Board of Equalization.



**GALVAN CONSTRUCTION INC.**

552 E. CAPITAL  
GRAND ISLAND, NE. 68801  
1-308-384-0316  
FAX 308-381-6298  
Federal ID# 91-183-2218

Invoice 210015

Name City Of Grand Island Engineering Dept c/o Catrina  
Address PO Box 1968  
City : GI Ne 68802

Voucher #	
PO#	323660
Vendor #	198
Invoice #	210015
Description	Water service repair
Approved by	[Signature]
Org-obj#	10033506-85213
Date	9/15/15
Amount	750.

	Description	
	8-15-15  Repair Water service box in front of 220 E Ashton Per PO 32366-00 Saw concrete remove & replace 2 sections sidewalk Hand dig & lower Stop box Minimum concrete delivery	

--

Current	1-30 Days	31-60 Days	61-90 Days	Amount Due
				\$ 750.00

AN INTEREST CHARGE IS COMPUTED ON A PERIODIC RATE OF 1 ½ PERCENT PER MONTH  
THIS IS AN ANNUAL PERCENTAGE RATE OF 18% ON ANY PREVIOUS BALANCE NOT PAID  
WITHIN 15 DAYS OF BILLING

**THANKS FOR YOUR ORDER...**

# ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Water Service Box Lowering for 219 East Charles Street  
(in the Public Right of Way at 220 East Ashton Avenue )  
CITY OF GRAND ISLAND, NEBRASKA  
September 22, 2015

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

This is to certify that water service box lowering for 219 East Charles Street in the public right of way at 220 East Ashton Avenue has been fully completed by Galvan Construction, Inc. of Grand Island, Nebraska. The work has been completed in accordance with the terms, conditions, and stipulations of said work. The work is hereby accepted for the City of Grand Island, Nebraska, by me as City Engineer/Public Works Director in accordance with the provision of City Code Section 20-11; Obstruction Public Right of Way.

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

<u>No.</u>	<u>Description</u>	<u>Lump Sum Price</u>	<u>Total Cost</u>
1	Water Service Box Lowering for 219 East Charles Street in the public right of way at 220 East Ashton Avenue	\$750.00	\$750.00

<b>TOTAL COST – WATER SERVICE BOX LOWERING FOR 219 E CHARLES STREET IN FRONT OF 220 EAST ASHTON AVENUE IN PUBLIC RIGHT OF WAY</b>	<b>\$750.00</b>
---	-----------------

<b>LESS AMOUNT PREVIOUSLY PAID CONTRACTOR</b>	<b>\$ 0.00</b>
---	----------------

<b>BALANCE DUE CONTRACTOR THIS FINAL PAYMENT</b>	<b>\$750.00</b>
--	-----------------

<b>TOTAL COST OF WATER SERVICE BOX LOWERING FOR 219 E CHARLES STREET IN FRONT OF 220 EAST ASHTON AVENUE IN PUBLIC RIGHT OF WAY</b>	<b>\$750.00</b>
--	-----------------

Amount Assessable to Property Owner	\$750.00
-------------------------------------	----------

Respectfully Submitted,

John Collins, P.E.  
Public Works Director

---

I hereby recommend that the Engineer's Certificate of Final Completion for water service box lowering for 219 East Charles Street in the public right of way at 220 East Ashton Avenue be approved.

I further recommend that the City Council sit as a Board of Equalization on October 27, 2015 to determine benefits and levy special assessments.

Respectfully Submitted,

Jeremy L. Jensen  
Mayor

RESOLUTION 2015-261

WHEREAS, the City Engineer/Public Works Director of the City of Grand Island has issued a Certificate of Final Completion for water service box lowering for 219 East Charles Street in the public right of way at 220 East Ashton Avenue, certifying that Galvan Construction, Inc. of Grand Island, Nebraska has completed such project according to the terms, conditions, and stipulations for such work; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the Certificate of Final Completion for water service box lowering for 219 East Charles Street in the public right of way at 220 East Ashton Avenue; and

WHEREAS, the Mayor concurs with the recommendations of the City Engineer/Public Works Director.

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

1. The City Engineer/Public Works Director's Certificate of Final Completion for water service box lowering for 219 East Charles Street in the public right of way at 220 East Ashton Avenue, is hereby confirmed.
2. The City Council will sit as a Board of Equalization on October 27, 2015 to determine benefits and set assessments for water service box lowering for 219 East Charles Street in the public right of way at 220 East Ashton Avenue.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2015.

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

Attest:

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

Approved as to Form	☐ _____
September 18, 2015	☐ City Attorney



# **City of Grand Island**

**Tuesday, September 22, 2015**

**Council Session**

## **Item G-18**

**#2015-262 - Approving Designating Loading Zone in Front of 363  
North Cleburn Street**

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

# **Council Agenda Memo**

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

**Meeting:** September 22, 2015

**Subject:** Approving Designating Loading Zone in Front of 363 North Cleburn Street

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

## **Background**

Council action is required to designate a Loading Zone on any public street.

The Public Works Department received a request from Gene Rossenberg, business owner at 363 North Cleburn Street, to designate one (1) of the parking stalls on the east side of Cleburn Street as a Loading Zone. Mr. Rossenberg operates a rental business with equipment weighing upwards of 150 pounds, with numerous pickups and deliveries throughout the day and often times has no available parking in front of his business to facilitate loading and unloading of such equipment.

## **Discussion**

The Engineering Division of the Public Works Department, as well as various departments of the City, have reviewed the request from Mr. Rossenberg and have concluded that a designated Loading Zone is permissible. It is recommended that one (1) parking stall on the east side of Cleburn Street, in front of 363 North Cleburn Street, be designated as a Loading Zone area.

A sketch of the desired Loading Zone area is attached for reference.

## **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 resolution designating a one (1) parking stall in front of 363 North Cleburn Street as a Loading Zone.

### **Sample Motion**

Move to approve the resolution.



RESOLUTION 2015-262

WHEREAS, the City Council, by authority of §22-77 of the Grand Island City Code, may by resolution, entirely prohibit or fix a time limit for the parking and stopping of vehicles in or on any public street, public property, or portion thereof; and

WHEREAS, the Public Works Department is requesting that one (1) parking stall be designated as a Loading Zone on the east side of Cleburn Street, in front of 363 North Cleburn Street; and

WHEREAS, it is recommended that such restricted parking request be approved.

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

1. A Loading Zone, consisting of one (1) parking stall, is hereby designated on the east side of Cleburn Street, in front of 363 North Cleburn Street; and
2. The City's Street Division of the Public Works Department shall erect and maintain the signs necessary to effect the above regulation.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2015.

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

Attest:

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

Approved as to Form	☐ _____
September 18, 2015	☐ City Attorney





# City of Grand Island

Tuesday, September 22, 2015

Council Session

## Item G-19

**#2015-263 - Approving Designation of Sole Source for Return Activated Sludge (RAS) Pumps at the Waste Water Treatment Plant**

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

# **Council Agenda Memo**

**From:** Marvin Strong PE, Waste Water Treatment Plant Engineer

**Meeting:** September 22, 2015

**Subject:** Approving Designation of Sole Source for Return Activated Sludge (RAS) Pumps at the Waste Water Treatment Plant

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

## **Background**

The existing Return Activated Sludge (RAS) pumps for Final Clarifiers #1 & #2 are worn out and limit our operational flexibility because they don't have sufficient capacity. The existing RAS Pumps are manufactured by Fairbanks Morse and have performed well for the last nineteen years. The RAS pumps return sludge collected in the final clarifiers to the head of the aeration tanks.

## **Discussion**

Black and Veatch indicates Fairbanks Morse is one of two known manufacturers of Vertical Turbine Solids Handling (VTSH) pumps and recommends we make Fairbanks Morse the sole source provider of VTSH pumps because they are the market leader and the selected pump matches the existing pump footprint, significantly lowering the installation cost. Pentair/Fairbanks-Nijhuis has the secured sales territory for Grand Island.

The new pumps have more capacity than the old pumps and will increase our operational flexibility

The Waste Water Treatment Plant is seeking approval to purchase the following RAS pumps from Fairbanks Morse Pumps, in the total amount of \$198,697.00.

Pump Type	Unit Cost	Quantity	Total Cost
10" VTSH / 20 HP @ 1200RPM	\$66,567.00	2	\$133,134.00
10" VTSH / 40HP @ 1800RPM	\$65,563.00	1	\$65,563.00

## **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 the Return Activated Sludge (RAS) pumps purchase from Pentair/Fairbanks-Nijhuis of Omaha, Nebraska in the total amount of \$198,697.00, as well as deeming them sole source provide for such pumps.

## **Sample Motion**

Move to approve the resolution.



August 20, 2015

City of Grand Island  
3013 E. Swift Road  
Grand Island, NE 68801

Attn: Jue Zhoe

Project: VTSH / RAS Pumps

Dear Ms. Zhoe,

We are pleased to propose the following equipment. Pumps proposed are dimensionally equivalent and of the same materials as previously supplied with exception of a couple items listed under Included below.

RATED CONDITION: 2050GPM @ 30"TDH

Quantity Two (2) - Fairbanks Morse model 10" VTSH (Vertical Turbines Solids Handling Pumps) standard fitted complete with cast iron bowl with flanged suction, 316 stainless steel impeller, stainless steel wear rings, 10" flanged column (5FT section maximum), steel enclosed lineshafting, 10" fabricated above ground steel discharge with "Quadra Pod" construction for variable speed with 10" 150lb discharge flange..

- Quantity Two (2) - 20HP @ 1200RPM premium efficient, inverter duty vertical hollow shaft motors complete with WP-I enclosure, insulated thrust bearing, grounding ring, space heater, steady bushing, non-reverse ratchet rated for 3/60/460V.

One (1) lot of spare parts including:

- o One (1) set of applicable gaskets
- o One (1) complete set of lineshaft bearings
- o One (1) complete set of bowl bearings
- o One (1) complete set of wear rings

RATED CONDITION: 2800GPM @ 40"TDH

- Quantity One (1) - Fairbanks Morse model 10" VTSH (Vertical Turbines Solids Handling Pumps) standard fitted complete with cast iron bowl with flanged suction, 316 stainless steel impeller, stainless steel wear rings, 10" flanged column (5FT section maximum), steel enclosed lineshafting, 10" fabricated above ground steel discharge with "Quadra Pod" construction for variable speed with 10" 150lb discharge flange..

Quantity One (1) - 40HP @ 1800RPM premium efficient, inverter duty vertical hollow shaft motors complete with WP-I enclosure, insulated thrust bearing, grounding ring, space heater, steady bushing, non-reverse ratchet rated for 3/60/460V.

One (1) lot of spare parts including:

- o One (1) set of applicable gaskets
- o One (1) complete set of lineshaft bearings
- o One (1) complete set of bowl bearings
- o One (1) complete set of wear rings



Included:

- Pump bowl assemblies will receive a certified non-witness factory performance test with factory calibrated dynamometer,
- Discharge heads and pump bowl assemblies will receive a non-witness factory hydrostatic test.
- Each pump will be provided with a Chesterton 442 split mechanical seal in lieu of packing originally provided.
- Each pump will be provided with bronze backed rubber bearing in lieu of all bronze originally provided.
- Each pump will be provided with a thermal flow meter/switch for the seal water. All associated piping, fittings and installation by others.
- Equipment will be designed and constructed not to exceed latest ANSI/HI standards.
- Equipment will be supplied with standard coatings.
- Submittals, instruction and maintenance manuals.
- Supervisory, start-up and instructional services and field testing by Bert Gurney..

Not Included:

Variable Frequency Drive, MCC or related equipment, instrument and controls, sole plates, hydrocones, level sensors, seal flush piping, discharge fittings, piping, valves, pressure gauges, anchor bolts, structural piers or supports, tie rods, templates, lubricants, special tools (none required), tool chest, shims, concrete, bearing or metal supports, mechanical installation or removal, alignment, loading, unloading, storage, field testing or vibration testing.

Total Price FOB Factory KC, KS with freight allowed to jobsite.....\$198,697.00

Individual Breakouts:

- 10" VTSH / 20HP @ 1200RPM, \$66,567.00 EACH or \$133,134 for quantity of two (2) \$133,134.00 total.
- 10" VTSH / 40HP @ 1800RPM, \$65,563.00 EACH

Prices are firm 90 days from the date of this proposal and based all conditions herein

Prices are based on Fairbanks Nijhuis standard terms and conditions attached (KC585) or as mutually agreed. Taxes, duties or special monies have not been included in this proposal.

Warranty is based as stated in KC585.

No consideration has been given within this proposal or pricing herein to damages or delivery delay clauses of any kind.

Submittals will be made available 10-12 weeks after receipt of purchase order.

Equipment will be ready for shipment 22-24 weeks after receipt of approved submittals and written release for all equipment detailed above.

Please free to contact us for any questions pertaining to the proposal.

Sincerely,

Jeff Selby  
Regional Sales Manager  
Fairbanks Nijhuis

Encl: Pentair Flow and Filtration Terms of Sale

Cc: Chris Johnson / Bert Gurney  
Bill Biron / DXP



BLACK & VEATCH CORPORATION  
8400 WARD PARKWAY, KANSAS CITY, MO 64114  
1-913-458-3003 | WHITENW@BV.COM

September 1, 2015

Grand Island, NE  
Grand Island WWTP  
Headworks Improvements Project

B&V Project 175144  
B&V File 98.0000

Ms. Jue Zhao  
WWTP Operations Engineer  
3013 East Swift Road  
Grand Island, NE 68801

**Return Activated Sludge Pumps Replacement**

Dear Ms. Zhao,

The purpose of this letter is to provide our reasoning for recommending sole-sourcing Fairbanks Morse for replacement of the Return Activated Sludge Pumps. First, the existing pump installation has Fairbanks Morse pumps that have performed well for about twenty years. The physical pumping units will be replaced with essentially identical units to those currently installed. This will reduce anchoring, piping and electrical modifications that are planned to be completed by WWTP staff. Second, the pumps are Vertical Turbine Solids Handling (VTSH) pumps that are not currently available from many manufacturers. Black & Veatch is aware of only one other manufacturer and at this time recommends Fairbanks Morse be sole-sourced for any VTSH installation because they are the market leader.

If you have any questions or comments, feel free to call me at (913) 458-3003 or Gary Schnettgoecke at (913) 458-6558.

Very truly yours,  
BLACK & VEATCH CORPORATION

Nathan White  
Engineering Manager

cc: Marvin Strong, City of Grand Island  
Gary Schnettgoecke, B&V  
Derek Cambridge, B&V



September 3, 2015

Ms. Jue Zhao  
City of Grand Island WWTP  
3013 E Swift Road  
Grand Island, NE 68801

Reference: RAS Pump Replacement  
Grand Island, Nebraska

Dear Jue,

This letter is a follow up to discussions between Pentair/Fairbanks-Nijhuis and Black and Veatch regarding replacement of the RAS pumps at the Grand Island Wastewater Treatment Facility.

Gurney has been the exclusive distributor for Pentair/Fairbanks-Nijhuis for over 35 years and supplied numerous pumps and services to the City of Grand Island. In most cases, we function as a distributor where we purchase the pumps, parts or services and re-sell to the City.

Our agreement with Pentair/Fairbanks-Nijhuis also allows us to function as an agent in certain circumstances. In this case, there are multiple manufacturers' representatives involved since the engineering work is out of our territory as well as the nature of the product involved make it necessary for the contract to be directly between the City and Pentair/Fairbanks Nijhuis. This arrangement still provides compensation for Gurney and Associates. We will also be directly involved in the commissioning and start-up of the new pumping units.

Please feel free to contact us with any questions.

Cordially yours,  
**GURNEY & ASSOCIATES**

Chris Johnson

cc: Jeff Selby-Pentair/Fairbanks-Nijhuis/Nathan White-Black and Veatch

(402) 551-7995 4428 SOUTH 108th STREET OMAHA, NE 68137 FAX (402) 553-5879

## RESOLUTION 2015-263

WHEREAS, with the improvements at the Waste Water Treatment Plant it is necessary to upgrade the Return Activated Sludge (RAS) pumps; and

WHEREAS, such pumps are currently Fairbanks Morse pumps; and

WHEREAS, it is recommended that Fairbanks Morse pumps continue to be used as they have performed well and would not require pipe modifications to replace; and

WHEREAS, it is requested the following pumps be approved for purchase and Pentair/Fairbanks-Nijhuis be deemed sole source provider for such pumps as they represent the secured sales territory for Grand Island.

Pump Type	Unit Cost	Quantity	Total Cost
10" VTSH / 20 HP @ 1200RPM	\$66,567.00	2	\$133,134.00
10" VTSH / 40HP @ 1800RPM	\$65,563.00	1	\$65,563.00

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of the above noted pumps, in the total amount of \$198,697.00 from Pentair/Fairbanks-Nijhuis of Omaha, Nebraska is hereby approved.

BE IT FURTHER RESOLVED, that Pentair/Fairbank-Nijhuis is hereby designated as the sole source provider for the Return Activated Sludge (RAS) pumps at the Waste Water Treatment Plant.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2015.

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Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 18, 2015	☐ City Attorney





# City of Grand Island

Tuesday, September 22, 2015

Council Session

## Item G-20

**#2015-264 - Approving Request from the GRACE Foundation for Permission to Use City Streets and State Highway for the 2016 10K Race and 2-Mile Family Fun Run**

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

# **Council Agenda Memo**

**From:** John Collins PE, Public Works Director

**Meeting:** September 22, 2015

**Subject:** Consideration of Approving Request from the GRACE Foundation for Permission to Use City Streets and State Highway for the 2016 10K Race and 2-Mile Family Fun Run

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

## **Background**

The GRACE Foundation was established in 2008 to assist local cancer patients, survivors and their families.

The 5<sup>th</sup> Annual Race for GRACE event was held in April 2015, with the foundation raising just over \$40,000 to assist individuals and their families affected by cancer right here in our local community. There were over 1,850 runners from many states and numerous Nebraska communities.

## **Discussion**

The GRACE Foundation is seeking Council approval and notice to the Nebraska Department of Roads for their 6<sup>th</sup> annual Race for GRACE in downtown Grand Island on April 2, 2016.

The race route will require the use of City streets, as well as 2<sup>nd</sup> Street (Lincoln Highway). Please see the attached map of the route.

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

In planning for the event and to achieve the best identified route the request has been reviewed by public safety and public works.

## **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 6<sup>th</sup> Annual Race for GRACE and direct that the Nebraska Department of Roads be notified of this action.

## **Sample Motion**

Move to approve the resolution.

August 25, 2015



Dear City of Grand Island:

The GRACE Foundation is very excited to announce the 6th annual Race for GRACE in downtown Grand Island in the Spring of 2016. This event will again include a 10K race and 2-mile family fun run with both the start and finish at the historic Grand Theatre. The GRACE Foundation was established in 2008 to assist local cancer patients, survivors and their families. It was born out of the need to help local cancer patients and their families in their fight with this deadly disease.

The 5th Annual Race For GRACE was held in April of 2015 and was even more successful than the 4th one. We were able to raise over \$40,000 to assist individuals and families affected by cancer right here in our local community. There were over 1,850 runners this year from many states and numerous Nebraska communities. We have had great success having our event downtown, and we are grateful for the support we receive from downtown businesses and the City of Grand Island. It has become a way for the community to join together for an amazing cause that really does impact the lives of so many. Numerous people have shared with us the impact that the race has had on them and the sense of hope and healing it has brought to their lives.

Due to the success of the Celebration Garden the past few years, we are going to continue to provide this celebratory component for the race in 2016. This includes the beer garden in Kaufmann Park. Local downtown businessman Brent Lindner is going to sponsor the liquor license again and will fill out the necessary paperwork for this in early 2016. There will again be identification bands used to distinguish those who are 21 years of age and older. As required by city code a boundary will be established within Kaufmann Park for the beer garden. We will request written approval from Business Improvement District #8 to utilize Kaufmann Park. In addition, we will also request written consent from the neighboring property owners, Wells Fargo Bank and Carl Mayhew.

The start time of the race is 8:30 am on Saturday, April 2, 2016. In order to accommodate runners and the volunteers, some blocks of 3rd Street would need to be closed from 4:00 am - 12:00 pm for set-up, the actual race and clean-up. There will also be cones and barricades set up to assist in traffic control and runner safety. We met with both Captain Falldorf of the Police Department and Shannon Callahan of the Streets Department after the race this year to assure that things were both safe and manageable. The only blocks that will continue to be closed until 12:00 pm is from Walnut to N. Locust on Third Street. The courses will remain as they were in 2015.

At this time we want to let the city know of our continued effort to promote the safest race environment possible for all involved. If you have any concerns or questions, please feel free to contact me at (308) 380-8757 or via e-mail at [angieziller@gmail.com](mailto:angieziller@gmail.com).

Sincerely,

Angie Ziller  
Race Director, Race for GRACE

cc: Chief Lamken, Captain Falldorf, Grand Island Police Department; Chief Cory Schmidt, Grand Island Fire Department; John Collins, Public Works Director; and Shannon Callahan, Street Superintendent; and Catrina DeLosh, Public Works Assistant

## Race for GRACE proposal 2015

**Who:** GRACE Foundation (Grand Island Area Cancer Endowment)

**When:** April 2, 2016

**Where:** Start/Finish at The Grand Theatre, Downtown Grand Island  
(same as 2011-2015)

\*\*\*Chief Lamken has approved the course for safety. We are paying G.I. Police for safety at major crossings as deemed necessary by Chief Lamken and Captain Falldorf.\*\*\*

**Time:** 10K start at 8:30 am (wave start if necessary based on registered participants)  
2-Mile Family Fun Run rolling wave start at 8:35 am

**Purpose:** Raise money to support the mission of the GRACE Foundation (Grand Island Area Cancer Endowment)

**Course Committee:** Angie Ziller--Race Director; Niki Messmer—Course Coordinator

**Race Director:** Angie Ziller at 380-8757 or 389-3843 or [angieziller@gmail.com](mailto:angieziller@gmail.com)

**Request:** In order to have the race downtown, we will need to close some of the streets for a period of time consistent with the race procedures for 2011-2015.

(1) We need to close 3rd St. from Cleburn to Oak Streets from 4:00 am - 10:30 am (????--depending on tear down of the finish line/chute) in order to assure we have everything prepared for the start and finish of the race as well as tearing down the chute at the end. The past 5 years we were able to clean up very quickly and had streets opened up as soon as possible. The other streets that would also need to be closed are from Wheeler to Oak Streets on 3rd Street.; however, these would be opened sooner because runners would finish sooner in the 2 mile run. The only streets that would remain closed until 12:00 pm is from Walnut to N. Locust on 3rd Street.

(2) We need to have the Eddy Street light switched to an "emergency" flashing light with officers present to assist while the 10K runners are on the course. Chief Lamken and Captain Falldorf have agreed that this is the safest way to provide runners the means to cross Eddy Street heading east on 3rd St. This is the same way this intersection was handled in 2012-2015.

(3) North Walnut Street will be closed from 2nd Street until Walnut and Locust merge between Charles and Ashton and continue to be closed until Fonner Park Road. At this point runners would be merged into one lane and continue south on South Locust Street. Officers are used for directing traffic on Walnut Street at both 1st and 2nd Streets and on South Locust Street at Fonner Park Road and Stolley Park Road. South Locust will be reopened immediately after the last runner is funneled to the right (west lane) of traffic. This is at the beginning of the race and so will only be closed for a short time.

This is the same way it was handled in 2015.

(4) The underpass at Sycamore and North Front Street to 3rd Streets would be closed from 8:35 am - 9:30 am to provide safety to the runners on the 2-Mile course as well as to alleviate congestion of cars in that area. There will be an officer here as well to assist runners across. In 2013 and 2014 this underpass was switched to an “emergency” flashing light.

**10K Course Written Out:** <http://www.usatf.org/routes/view.asp?rID=425879> (at U.S. Track and Field)

The basic course (same as 2012-2015) begins at 3rd Street in front of the Grand Theatre and proceeds west until Walnut St. at which point the runners head south on N. Walnut St. Two lanes are closed from 2nd St. until Walnut and Locust merge between Charles and Ashton and on South Locust St. to Fonner Park Rd. At this point runners merge to one lane from Fonner Park Road and continue to run south until Stagecoach Rd. They will turn right and follow Stagecoach Rd. until Riverview Dr. They follow this which turns into Williams St. until Stolley Pk. Rd. They will cross Stolley Pk. Rd. and head west briefly until turning right onto Arthur St. Runners will take Arthur north until they reach Buechler Pk. and then head west for 2 blocks. At this point they will go north 2 blocks and connect with 3rd St. At 3rd St. they will head east crossing Eddy with a stop-and-go light and an officer to assist. From here they will run to the finish on 3rd St. which is the Grand Theatre.

## **2 Mile Family Fun Run Proposal:**

The 2-mile route will remain the same as 2015. This allows for runners to maneuver better by starting the race with a straight route for several blocks and then having wider lanes/space to run. Additionally, it decreases traffic issues. The runners will be spread along the course by using Second Street and returning on W. South Front Street. With less runner traffic on W. South Front Street, vehicles will be able to reach downtown businesses such as the post office, US Bank, Sherman Williams and Sin City.

In addition to increases in safety and decreases in traffic issues for runners, 2-mile route also benefits the volunteers. The volunteers are able to set-up certain aspects of the race, such as the U-turn area and food/beverage area, prior to the start of the race. This will allow the volunteers to provide safety support in other areas and for the runners as they cross the finish line.

**Course Map:** Attached

**Course Description:**

1. Runners will begin at the Grand Theater on W. 3<sup>rd</sup> Street and head west to N. Cleburn Street.
2. Turn left onto N. Cleburn Street and head south to W. 2<sup>nd</sup> Street.
3. Turn left onto W. 2<sup>nd</sup> Street and head east to N. Oak Street.
4. Turn left onto N. Oak Street and head north to East 3<sup>rd</sup> Street.
5. Turn left onto East 3<sup>rd</sup> Street and head west to N. Locust Street
6. Make a U-turn at the intersection of East 3<sup>rd</sup> Street and N. Locust Street and head east on East 3<sup>rd</sup> Street to N. Oak Street.
7. Turn left onto N. Oak Street and head north to E. South Front Street.
8. Turn left onto E. South Front Street and head west to N. Walnut Street.
9. Turn left onto N. Walnut Street and head south to W. 3<sup>rd</sup> Street.
10. Turn left onto W. 3<sup>rd</sup> Street and head east to finish line chute located in front of the Grand Theater.

**Additional Police Presence:**

In addition to the officer stationed at Third Street and Sycamore Street, the Race for GRACE would like to have an officer placed at N. Walnut and E. South Front Street. Consistent with Race for GRACE policy, the GRACE Foundation will compensate the Grand Island Police Department for the additional police presence.

**Volunteers:**

Volunteers will be placed at each intersection along the course to ensure runner safety by monitoring/controlling traffic and be of assistance to the participants of the race.

**Safety:**

The Race for GRACE Committee continues to work in conjunction with the Grand Island Streets Department to insure runner, volunteer and traffic safety. We have developed a cone/barricade signage plan with Shannon Callahan which can be provided upon request.

**Insurance:**

The GRACE Foundation's Insurance agent who processes the event policy for the Race for GRACE has been notified and has approved the proposed 2-Mile route change.

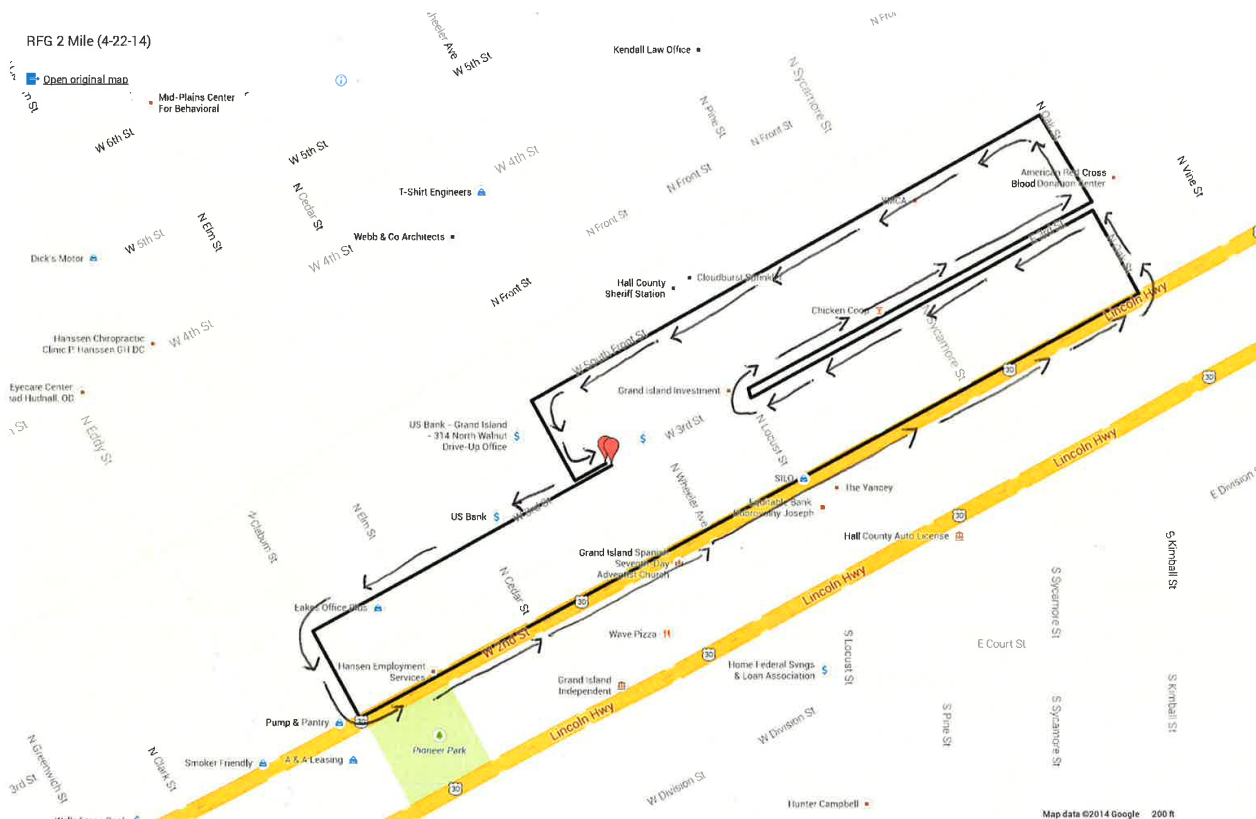
### Celebration Garden:

We are having the Celebration Garden just as we did last year as stated in the cover letter. The Celebration garden will go from the time the first runner crosses the finish line until 12:00 pm. It will have a boundary on all sides per city code with people checking identification at the entrance. People age 21 and older will have to acquire a wristband in order to receive a drink containing alcohol in it. The liquor license is being provided by Brent Lindner who will be submitting this application after the first of the year per ReNae Edwards instruction. There will also be nonalcoholic beverages available for persons under the age of 21. Double Lock Security is in charge of checking IDs and security of the Celebration Garden.

**\*\*A proposal for approval is signed by the Downtown Improvement Board #8 each year.**

\*\* A proposal for consent is also requested each year to be signed by the 2 property owners on both the west and east sides of Kaufman Park, including Wells Fargo and Mr. Carl Mayhew.

## Map of 2-Mile Course for 2015 Race for GRACE





RESOLUTION 2015-264

WHEREAS, the GRACE Foundation is seeking Council approval and notice to the Nebraska Department of Roads for their 6<sup>th</sup> Annual Race for GRACE in downtown Grand Island on April 2, 2016; and

WHEREAS, the GRACE Foundation has worked with the City in planning & developing an acceptable race route; and

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

WHEREAS, the City accepts the duties set out in Neb. Rev. Stat §39-1359, and that if a claim is made against the State, the City shall indemnify, defend, and hold harmless the State from all claims, demands, actions, damages, and liability, including reasonable attorney fees, that may arise as a result of the special event, more specifically defined as the 6<sup>th</sup> Annual Race for GRACE to be held on April 2, 2016; and

WHEREAS, the race route involves a stretch of 2<sup>nd</sup> Street (Lincoln Highway) from Cleburn Street to Oak Street; and

WHEREAS, the special event will be held on April 2, 2016, with the control of 2<sup>nd</sup> Street from Cleburn Street to Oak Street being assumed by the City at 4:00 am on April 2, 2016 and ending at 12:00 pm on April 2, 2016, at which time control of 2<sup>nd</sup> Street from Cleburn Street to Oak Street shall revert to the State.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the use of City streets and State highway to accommodate the 6<sup>th</sup> Annual Race for GRACE on April 2, 2016 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2015.

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Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 18, 2015	☐ City Attorney



# City of Grand Island

Tuesday, September 22, 2015

Council Session

## Item G-21

**#2015-265 - Approving Bid Award for CDBG Revitalization Fund -  
The Chocolate Bar**

Staff Contact: Charley Falmlen

# **Council Agenda Memo**

**From:** Charley Falmlen, Community Development

**Meeting:** September 22, 2015

**Subject:** Approving Bid Award for CDBG Revitalization Fund – The Chocolate Bar

**Presenter(s):** Charley Falmlen, Community Development

## **Background**

In June 2015, The Chocolate Bar was awarded a \$159,339 grant from the City of Grand Island's Revitalization Fund to be used for the correction of code violations and renovation of The Chocolate Bar – Banquet Hall. The Revitalization Fund grant is a forgivable zero-interest loan program administered by the City of Grand Island on behalf of the State of Nebraska Community Development Block Grant Program. The purpose of this forgivable loan program is to meet the HUD National Objective of preventing or eliminating slum or blighted buildings in the Downtown District in the City of Grand Island, Nebraska.

On August 18, 2015 the Community Development Division advertised for bids for the construction of The Chocolate Bar – Banquet Hall.

## **Discussion**

One (1) bid was received and opened on September 8, 2015, by RaNae Edwards. The Bid was in the amount of \$151,700 on behalf of Fox Construction, Inc.

The Community Development Division is recommending Bid Award to Fox Construction, of Grand Island, Nebraska in the total amount of \$151,700.

## **Alternatives**

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

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

4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve the bid award to the low compliant bidder, Fox Construction, Inc. of Grand Island, Nebraska in the amount of \$151,700.

### **Sample Motion**

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** September 8, 2015 at 2:00 p.m.  
**FOR:** The Chocolate Bar Banquet Hall Remodel  
**DEPARTMENT:** Community Development  
**ESTIMATE:** \$159,339.00 (City)  
\$ 60,000.00 (Owner)  
**FUND/ACCOUNT:** 75111627-85213-25213  
**PUBLICATION DATE:** August 18, 2015  
**NO. POTENTIAL BIDDERS:** 1

**SUMMARY**

**Bidder:** Fox Construction, Inc.  
Grand Island, NE  
**Bid Security:** Cashier's Check  
**Exceptions:** None  
**Bid Price:** \$151,700.00

cc: Chad Nabity, Regional Planning Director  
Marlan Ferguson, City Administrator  
Stacy Nonhof, Purchasing Agent

Charley Falmlen, Com. Dev. Specialist  
William Clingman, Interim Finance Director

**P1835**



RESOLUTION 2015-265

WHEREAS, the City of Grand Island invited sealed bids for The Chocolate Bar – Banquet Hall, according to plans and specifications on file with the Community Development Division; and

WHEREAS, on September 8, 2015 bids were received, opened, and reviewed; and

WHEREAS, Fox Construction, Inc. of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$151,700.00; and

WHEREAS, Fox Construction, Inc.'s bid is less than the estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Fox Construction, Inc. of Grand Island, Nebraska in the amount of \$151,700 for The Chocolate Bar – Banquet Hall is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2015.

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

Attest:

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

Approved as to Form	☐ _____
September 18, 2015	☐ City Attorney



# City of Grand Island

Tuesday, September 22, 2015

Council Session

## Item G-22

**#2015-266 - Approving Affirmation of Utilities Customer Service Center Plan for 1306 W. 3rd Street**

Staff Contact: Tim Luchsinger, Utilities Director



# **Council Agenda Memo**

**From:** William Clingman, Interim Finance Director  
Craig Lewis, Building Director  
Timothy Luchsinger, Utilities Director  
Aaron Schmid, Human Resources Director

**Meeting:** September 22, 2015

**Subject:** Affirmation of Utilities Customer Service Center Plan for  
1306 W. 3<sup>rd</sup> Street

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

## **Background**

Over the last several years the number of customers who pay their bill in person has increased and the layout of City Hall does not accommodate this increase. Several solutions have been discussed regarding space issues at City Hall and potential changes were referred to as the “Domino” process by City staff and Council.

## **Discussion**

Moving the Utilities Customer Service Group to another location will serve to improve the service level that customers receive when paying their bill in person as the City Hall layout presents numerous challenges of parking, interior congestion and privacy that a new location could resolve. At one time City Hall also offered a drive thru window, however, it presented problems of increased conflicts with pedestrians and backups onto 1<sup>st</sup> Street that would create traffic hazards.

The move of the customer service group out of City Hall will also allow the Information Technology Group to expand their current space, the Human Resources Department to create privacy within their space, and provide better space allocation for the Finance Department.

The details of moving the Utilities Customer Service Group to the Utilities facilities at 1306 W. 3<sup>rd</sup> Street and benefits of space reallocation City Hall were provided to Council at the September 15, 2015 Study Session. Based on this presentation, it is recommended by City staff to relocate the Utilities Customer Service Group from City Hall to the 1306 W. 3<sup>rd</sup> Street Utilities facilities as a cost effective plan of improving City operations.

## **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 Affirmation of the Utilities Customer Service Center Plan for 1306 W. 3<sup>rd</sup> Street.

## **Sample Motion**

Move to approve the Affirmation of the Utilities Customer Service Center Plan for 1306 W. 3<sup>rd</sup> Street.

RESOLUTION 2015-266

WHEREAS, over the last several years the number of customers who pay their utility bill in person has increased and the layout of City Hall does not accommodate this increase; and

WHEREAS, moving the Utilities Customer Service Group to another location will serve to improve the service level that customers receive when paying their bill in person as the layout at City Hall presents numerous challenges of parking, interior congestion and privacy that a new location could resolve; and

WHEREAS, moving the group out of City Hall would also allow the Information Technology Group to expand, the Human Resources Department to create privacy within their space, and provide better space allocation for the Finance Department; and

WHEREAS, the details of moving the Utilities Customer Service Group to the Utilities facilities at 1306 W. 3<sup>rd</sup> Street and the benefits of space reallocation at City Hall were provided to Council at the September 15, 2015 Study Session, and it was discussed as a cost effective plan of improving City operations.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Utilities Customer Service Center Plan for 1306 West 3<sup>rd</sup> Street is hereby affirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2015.

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

Attest:

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

Approved as to Form	☐ _____
September 18, 2015	☐ City Attorney



# City of Grand Island

Tuesday, September 22, 2015

Council Session

## Item I-1

**#2015-267 - Consideration of Approving the Annual Report by the Grand Island Area Economic Development Corporation/Citizen Advisory Review Committee on the Economic Development Program Plan**

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

Staff Contact: Dave Taylor - EDC Precident

RESOLUTION 2015-267

WHEREAS, Neb. Rev. Stat. §18-2715(3) and Grand Island City Code §38-5 require a report by the Citizens Advisory Review Committee to the City Council at least once every six months on its findings and suggestions on the administration of the Economic Development Plan; and

WHEREAS, a public hearing on the report submitted by the Citizens' Advisory Review Committee was held at a regular session of the Grand Island City Council on September 22, 2015; and

WHEREAS, said report gave information about the activities of the past six months that have taken place pursuant to the Economic Development Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the annual report of the Citizens Advisory Review Committee is hereby accepted and approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2015.

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

Attest:

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

Approved as to Form	☐ _____
September 18, 2015	☐ City Attorney



# City of Grand Island

Tuesday, September 22, 2015

Council Session

## Item I-2

**#2015-268 - Consideration of Approving Funding for the Grand Island Area Economic Development Corporation**

Staff Contact: Dave Taylor - EDC President

# **Council Agenda Memo**

**From:** Dave Taylor, EDC President

**Meeting:** September 22, 2015

**Subject:** Approving Economic Development Funding Request

**Presenter(s):** Dave Taylor, EDC President

## **Background**

On November 6, 2012, the voters of the City of Grand Island approved a new ten year Economic Development Program. The program is in conformance with Neb. Rev. Stat. 18-2710 and provides for annual funding of \$750,000 by the City.

## **Discussion**

A request has been received from the Grand Island Area Economic Development Corporation, duly approved by the Citizen's Review Committee for payment of \$350,000. Funding will be used for administrative and community marketing purposes.

## **Alternatives**

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

1. Approve the request for funds.
2. Disapprove or Deny the request for funds.
3. Modify the Resolution to meet the wishes of the Council.
4. Table the issue.

## **Recommendation**

City Administration recommends that the Council approve the request for funds.

## **Sample Motion**

Move to approve the request for funds to allow payment of \$350,000 to the Grand Island Area Economic Development Corporation.

## **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.

#### *APPLICANT IDENTIFICATION*

Company Name: Grand Island Area Economic Development Corporation

Mailing Address: 123 North Locust, Suite 201B

City: Grand Island                      State: NE                      Zip Code: 68801

Phone: 308-381-7500

Applicant Website: [www.grandisland.org](http://www.grandisland.org)

Business Classification (select all that apply):

- |   |   |  |                                |
|---|---|--|--------------------------------|
| <input type="checkbox"/> New Business           | <input type="checkbox"/> Expansion of Existing Business | <input type="checkbox"/> Spec Building | <input type="checkbox"/> Other |
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Partnership                    | <input type="checkbox"/> Proprietor    | <input type="checkbox"/> Other |

#### *MAIN CONTACT INFORMATION*

Name: Dave Taylor                      Connection to Business: President

Mailing Address: 123 North Locust, Suite 201B

City: Grand Island                      State: NE                      Zip Code: 68801

Email Address: [dtaylor@grandisland.org](mailto:dtaylor@grandisland.org)                      Phone Number: 308-381-7500

#### *FINANCING/INCENTIVE REQUESTED:*

The Grand Island Area Economic Development Corporation is requesting Three Hundred Fifty Thousand and No/100 Dollars (\$350,000) as authorized by State Statute 13-315 and 18-2710 (LB-840). Funding will be utilized for administrative and community marketing purposes.

Company Name: Grand Island Area Economic Development Corporation      Date: 8/27/2015

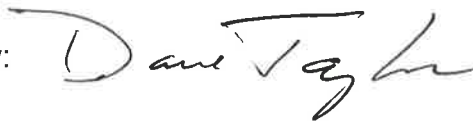


Date Application Submitted: 8/27/2015

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.

Dated: August 27, 2015

By:



Dave Taylor, President

*Reviewed by the Grand Island Area Economic Development Elected Trustees*

Date of review: August 27, 2015

Approved ☒

Disapproved ☐

Signature of Officer:



*Reviewed by the Citizen's Review Committee*

Date of Review: September 3 2015

Approved ☒

Disapproved ☐

Signature of Officer:



*Referred to the Grand Island City Council*

Date of Review:

Approved ☐

Disapproved ☐

Signature of Mayor:

Company Name: Grand Island Area Economic Development Corporation Date: 8/27/2015

RESOLUTION 2015-268

WHEREAS, on November 6, 2012, the voters of the City of Grand Island approved a new ten year Economic Development Program in conformity with Neb. Rev. Statute No. 18-2710; and

WHEREAS, the program provides for \$750,000 in annual funding to be provided by the City of Grand Island; and

WHEREAS, a request has been made by the Grand Island Area Economic Development Corporation and the Economic Development Program's Citizens Advisory Review Committee for the payment of \$350,000 to be used for administrative and community marketing purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that approval is given to forward \$350,000 in City funding to the Grand Island Area Economic Development Corporation in accordance with the Economic Development Program in quarterly allocations of \$87,500.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2015.

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 18, 2015	☐ City Attorney



# City of Grand Island

Tuesday, September 22, 2015

Council Session

## Item I-3

### **#2015-269 - Consideration of Assessments for Water Main District 414T - Starlite Subdivision Lots 1 & 2**

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

\*This Space Reserved for the Register of Deeds\*

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R E S O L U T I O N 2015-269

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the special benefits as determined by Resolution 2015-BE-8 shall not be levied as special assessments but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6,103 R.R.S. 1943. A connection fee in the amount of the benefit identified below accruing to each property in the district shall be paid to the City of Grand Island at the time such property becomes connected to the water main. No property benefited as determined by this resolution shall be connected to the water main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

According to the front foot and area of the respective lots, tracts, and real estate within such Water Main District No. 414T, such benefits are the sums set opposite the several descriptions as follows:

Name	Description	Connection Fee
HC of Grand Island, LLC, N Nebraska limited liability company	Lot 1, Starlite Subdivision	\$17,227.25
HC of Grand Island, LLC, N Nebraska limited liability company	Lot 2, Starlite Subdivision	\$17,307.53
<b>TOTAL All Connection Fees</b>		<b>\$34,534.78</b>

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Adopted by the City Council of the City of Grand Island, Nebraska September 22, 2015.

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk





# City of Grand Island

Tuesday, September 22, 2015

Council Session

## Item I-4

### **#2015-270 - Consideration of Approving Agreement with the Clean Community Systems**

Staff Contact: Robert Sivick

# **Council Agenda Memo**

**From:** Stacy R. Nonhof, Assistant City Attorney

**Meeting:** September 22, 2015

**Subject:** Agreement with Grand Island Area Clean Community System

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

## **Background**

As part of the FY 2015-16 annual budget that was approved on September 8, 2015, an appropriation of \$30,000.00 to Grand Island Area Clean Community System was made. Prior to any monies being paid out to Grand Island Area Clean Community System, an Agreement is needed to specify the obligations of each party and payment terms.

## **Discussion**

The Legal Department drafted a proposed Agreement and submitted it to Clean Community System for approval. The Executive Director and Board of Directors for Clean Community System have approved the proposed Agreement. Some of the obligations of CCS are: develop and print 20,000 utility bill inserts one to two times per year on environmental issues; develop and print 20,000 recycling brochures annually, updating recycling opportunities in Grand Island; provide and maintain information on environmental/recycling issues and concerns; provide consulting services to implement integrated solid waste plans; conduct presentations on environmental issues and concerns to school groups, civic organizations and governmental agencies; and secure grant funding on an annual basis to provide household hazardous waste collection and disposal services for the citizens of Grand Island. The full Agreement is attached for your review.

The City will pay CCS on a quarterly basis (\$6,250.00) and not the full amount up front as has been done in the past. The City will be including in the first installment a one-time \$5,000.00 payment for a total initial payment of \$11,250.00. Both parties have the right to terminate this agreement now upon 60 days written notice.

## **Alternatives**

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



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

### **Recommendation**

City Administration recommends that the Council approve the Agreement with Grand Island Area Clean Community System.

### **Sample Motion**

Move to approve the Agreement with Grand Island Area Clean Community System.

## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of September, 2015, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and **GRAND ISLAND AREA - CLEAN COMMUNITY SYSTEM**, hereinafter referred to as "CCS".

WHEREAS, the City is authorized to establish and provide for the support of any service, facility, or system required by the Integrated Solid Waste Management Act pursuant to the authority of Section 13-2021 of the Nebraska Revised Statutes, as amended; and

WHEREAS, the Integrated Solid Waste Management Act requires the implementation of a solid waste management plan to provide for a local waste reduction and recycling program; and

WHEREAS, the CCS actively educates the public on recycling and solid waste and other environmental issues, and provides an educational resource center on such issues; and

WHEREAS, the City desires to and the City Council has approved such expenses within the 2015-2016 fiscal year's budget adopted by City Council on September 8, 2015 to contract with CCS to perform certain services associated with environmental, solid waste and recycling matters.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and the CCS agree as follows:

1. **RESPONSIBILITIES.** The CCS agrees to perform the following services pursuant to this agreement:

(A) Develop and print 20,000 utility bill inserts one to two times per year on environmental issues.

(B) Develop and print 20,000 recycling brochures annually, updating recycling opportunities in Grand Island.

(C) Work with local recyclers to identify public misunderstanding of existing recycling programs. Assist in providing public education to maximize recycling program use and minimize problems.

(D) Foster and support corridor litter controls and beautification groups and organizations.

(E) Provide and maintain information on environmental/recycling issues and concerns.

(F) Provide consulting services to implement integrated solid waste plans.

(G) Endorse and encourage recycling through educational presentations.

(H) Conduct presentations on environmental issues and concerns to school groups, civic organizations and governmental agencies.

(I) Coordinate community clean-ups with the City of Grand Island Solid Waste Superintendent.

(J) Work with the Solid Waste Superintendent to collect and evaluate recycling/diversion data from local recyclers.

(K) Secure grant funding on an annual basis to provide household hazardous waste collection and disposal services for the citizens of Grand Island.

2. COMPENSATION. In consideration of the CCS performing the services provided for in this agreement, the City agrees to pay the CCS Twenty-Five Thousand and No/100 Dollars (\$25,000.00) annually and a one-time payment of Five Thousand and No/100 Dollars (\$5,000.00) for a total contract price of Thirty Thousand Dollars and No/100 (\$30,000.00) Payment shall be made in four (4) quarterly installments of Six Thousand Two Hundred and Fifty Dollars and No/100 (\$6,250.00) with the first installment due and payable upon execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council. The first installment will include the above stated one-time payment of Five Thousand Dollars and No/100 (\$5,000.00), thus totaling Eleven Thousand Two Hundred and Fifty Dollars and No/100 (\$11,250.00).

3. TERM. This agreement shall take effect on October 1, 2015, after its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2016.

4. LIMITATION. CCS hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated herein.

5. TERMINATION. Either party may terminate this contract upon sixty (60) days written notice to the other party.

6. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the City and CCS notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,

By: \_\_\_\_\_  
Jeremy Jensen, Mayor

Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk

GRAND ISLAND AREA - CLEAN  
COMMUNITY SYSTEM

By:   
L. Denise McGovern-Gallagher, Executive Director

STATE OF NEBRASKA     )  
  ) ss  
COUNTY OF HALL         )

On September 14, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared L. Denise McGovern-Gallagher, Executive Director of the Grand Island Area - Clean Community System, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his/her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.



  
Notary Public



# Grand Island Area Clean Community System

September 22, 2015

Grand Island City Council



## Betty Curtis



Betty Curtis was a passionate woman who took tremendous pride in her community. She started Grand Island Area Clean Community System in 1981 until 2012. She was well-known in the area for her community clean-ups, dumpster races, and for implementing recycling at area events, such as Husker Harvest Days in 2009.

In 2013, our current location was renamed the "Betty Curtis Household Hazardous Waste Facility" after her sudden passing.



## Location & Hours of Operation

- ▶ 3661 N Sky Park Road 2B  
Grand Island, NE 68803  
308-385-5095  
[www.cleancommunity.org](http://www.cleancommunity.org)
- ▶ Facility hours are:  
Monday - Friday 8 AM - 5 PM  
1st & 3rd Saturday 8 AM - Noon



# Funding

501c3

Two distinct organizations with separate funding sources

Our facility and programs are supported by public and private donations

Grants from:



Financial support:





# What is Household Hazardous Waste?

Household Hazardous Waste (HHW) is any substance containing ingredients that could negatively affect your safety, health or the environment.

Alerting words found on hazardous products include: **poison, danger, warning, caution, toxic, flammable, corrosive, explosive and irritant**. They can be found on a wide range of products in and around the home, including furniture polish, bleach, antifreeze, insecticides, paint, mothballs and many more.

Another hazardous term you may see on a label is **reactive**. This means the product contains chemicals that, if combined with certain other substances, could result in hazardous reactions such as gaseous emissions or explosions.

## Items that we take ...

- ▶ Acids
- ▶ Adhesives and glues
- ▶ Aerosol cans
- ▶ Ammonia
- ▶ Antifreeze (unused ONLY)
- ▶ Art and hobby paints (oil-based ONLY)
- ▶ Bleach
- ▶ Brake fluid (unused ONLY)
- ▶ Caulk (unused or in usable condition)
- ▶ Car wax and cleaners
- ▶ Charcoal lighter fluid
- ▶ Disinfectants
- ▶ Drain opener
- ▶ Fertilizer
- ▶ Fingernail polish and remover
- ▶ Fluorescent bulbs
- ▶ Furniture polish and wax
- ▶ Insecticide and insect repellent
- ▶ Lighter fluid
- ▶ Lubricating oil
- ▶ Mercury (MUST call before transporting)
- ▶ Mothballs
- ▶ Motor Oil
- ▶ Organic solvents
- ▶ Oven cleaner
- ▶ Windshield wiper fluid
- ▶ Paint
- ▶ Paint strippers
- ▶ Pesticides
- ▶ Pet shampoos and sprays
- ▶ Pool & spa chemicals
- ▶ Rat and mouse poison
- ▶ Septic tank cleaners
- ▶ Shoe polish
- ▶ Smoke detectors
- ▶ Spot removers
- ▶ Toilet bowl cleaner
- ▶ Transmission fluid (unused ONLY).
- ▶ Tub and tile cleaner
- ▶ Varnish
- ▶ Wood preservatives



## Collection of Hazardous Waste



- Through the end of August of this year we accepted over 25,179 lbs. of HHW mostly latex paint.
- 7,458 lbs. of HHW was recycled by way of our Swap Shop.
- 340 Visitors



## CCS Swap Shop

Is made up of products that are brought in for disposal that are still in usable condition. We offer products such as cleaning products; lawn and garden products; automotive fluids and cleaners; and paints and stains. Availability of individual products will vary.

The Swap Shop is free of charge and open to the public.

There is a limit of 50 pounds per week, based on season and intake.



# Recycling

- 75% of Americans have access to curbside recycling.
- 92% of Americans have access to “some sort of recycling”  
- centers, drop-offs, etc.
- Only 50% recycle in America.



# Recycling in Grand Island

Many community businesses assist with recycling efforts in Grand Island

- 36 total partners listed in the Community Recycling Guide.
- 2015 Recycling Guide were distributed to Grand Island in March utility bills.
- 2<sup>nd</sup> publication on hours of operation and educational opportunities in July.

# Recycling Centers in Grand Island

## Mid-Nebraska Disposal

Provides recycling containers to customers

\$7.50 billed quarterly for any size recycling tote

Accepts single-stream recycling (no sorting)

Paper, lightweight cardboard, plastic, tin and aluminum for recycling

Recyclable corrugated cardboard can be placed in parking lot container at the Mid-Nebraska office

[www.midnebraskadisposal.com](http://www.midnebraskadisposal.com)

## Heartland Disposal

Provides recycling containers to customers

\$7.50 billed quarterly for any size recycling tote

Accepts single-stream recycling (no sorting)

Paper, cardboard, plastic, and metals

Community Recycling Center open during business hours 7:30AM - 4:30 PM

Only accepting cardboard

[www.hdhaulsmine.com](http://www.hdhaulsmine.com)



# Keep Grand Island Beautiful

## Public Service and Environmental Education





# Summer Education Programs

13 Area Child Care & Preschool  
Classes:

YMCA

YWCA

Cathedral Daycare

KDL Daycare

Platte Valley Children's Academy

CHI Health Child Care

Grand Island Public Library



# Educational Programming on Recycling “Bottle Cap Art Projects”

Three Area Schools participated in Bottle Cap Art Projects:

Stolley Park Elementary 4<sup>th</sup> Graders - Howard Elementary 2<sup>nd</sup> Graders -

Gates Elementary 4<sup>th</sup> Graders

The project demonstrated the importance of recycling, the impact of potential garbage and the importance of working together.

The students collected the bottle caps, came up with a design and adhered the bottle caps to plywood to create the art.

Art was featured at local events and fairs. Two pieces won awards at the Hall County Fair and all three pieces won awards at the Nebraska State Fair.



Stolley Park - 1<sup>st</sup> Place



Howard - 2<sup>nd</sup> Place



Gates - 3<sup>rd</sup> Place



# Great American Clean-up 2015

GIACCS partnered with 5 local Organizations & Schools to perform litter pick-ups for the Great American Cleanup.

- Intergrated Life Choices: April 14<sup>th</sup>
- Hope Harbor: April 22<sup>nd</sup>
- Gates Elementary: April 24<sup>th</sup>
- Lincoln Elementary: May 13<sup>th</sup>
- Chapman Clean-Up Day: June 13<sup>th</sup>



**KEEP AMERICA  
BEAUTIFUL**  
**GREAT AMERICAN  
CLEANUP**



# Great American Clean-Up 2015





# National Planting Day



Volunteers planted 24 native plants and grasses around the sign located on East Highway 30



# Recycling at Nebraska State Fair - 2015 & Husker Harvest Days - 2014



- Gave out around 800 recycling bags & 500 recycled tire jar openers
- Distributed information about recycling and our Swap Shop
- Played Recycling PSA videos

# Adopt A Road Program

## Gates School & Student Council





## Keep America Beautiful KAB Affiliate Award

Grand Island Area Clean Community System earned the Gold Level Keep Nebraska Beautiful Affiliate Award.

The Gold Level Keep Nebraska Beautiful Affiliate Award is given to Keep Nebraska Beautiful Affiliates who conduct environmental projects and educational programs that promote recycling, litter prevention and community beautification.

The award was presented during the annual Keep Nebraska Beautiful Conference on Thursday August 20, 2015.



## Staff

**Denise McGovern-Gallagher**  
Executive Director



**Kira Erickson**  
Household Hazardous  
Waste Technician



**Elise Kostbahn**  
Keep Grand Island Beautiful  
Coordinator





# Grand Island Area Clean Community System

## BOARD OF DIRECTORS

Dwight Walton, President  
Patsy Steenson, Secretary  
Jennifer Bernth, Treasurer  
Ken Barber  
Nell Bohnart  
Diana McKoski  
Ray Aguilar  
Dustin Wilkie

Thank you  
for your continued support

RESOLUTION 2015-270

WHEREAS, the City of Grand Island approved an appropriation of Thirty Thousand and No/100 Dollars (\$30,000.00) to Grand Island Area Clean Community System in the FY 2015-16 budget; and

WHEREAS, the City of Grand Island and Grand Island Area Clean Community System have reached an Agreement for services and payment; and

WHEREAS, Grand Island Area Clean Community System has executed said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement with Grand Island Area Clean Community System.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2015.

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form	▣ _____
September 18, 2015	▣ City Attorney



# City of Grand Island

Tuesday, September 22, 2015

Council Session

## Item J-1

### **Approving Payment of Claims for the Period of September 9, 2015 through September 22, 2015**

*The Claims for the period of September 9, 2015 through September 22, 2015 for a total amount of \$7,101,765.90. A MOTION is in order.*

Staff Contact: William Clingman