
City of Grand Island



Tuesday, October 13, 2015
Council Session Packet

City Council:

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

Mayor:

Jeremy L. Jensen

City Administrator:

Marlan Ferguson

City Clerk:

RaNae Edwards

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

Call to Order

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

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

Invocation - Pastor Todd Bowen, Grace Covenant Church, 418 West 12th Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, October 13, 2015

Council Session

Item C-1

Proclamation “International Alpha Delta Kappa Month” October 2015

A great portion of the nation's working force are women in education. Alpha Delta Kappa is an international honorary organization of women educators dedicated to educational excellence, altruism and world understanding.

Mayor Jensen has proclaimed the month of October 2015 as "International Alpha Delta Kappa Month" in the City of Grand Island. See attached Proclamation.

Staff Contact: Mayor Jeremy Jensen

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

PROCLAMATION

WHEREAS, women in education constitute a great portion of the nation's working force, and are constantly striving to serve their communities and nation in educational, cultural, and charitable programs leading to harmony, happiness, and peace among all people; and

WHEREAS, major goals of Alpha Delta Kappa International Honorary Organization for Women Educators are:
*to give recognition to outstanding educators
*to build a fraternal fellowship among educators adding to their effectiveness in promoting excellence in education
*to establish high standards of education
*to promote educational and charitable projects and activities enriching the lives of individuals everywhere and assisting these individuals into happy, constructive and fulfilling lives.

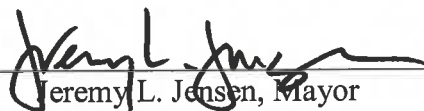
NOW, THEREFORE, I, Jeremy L. Jensen, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the month of October, 2015 as

"International Alpha Delta Kappa Month"

in the City of Grand Island.

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




Jeremy L. Jensen, Mayor

Attest:


RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 13, 2015

Council Session

Item D-1

#2015-BE-10 - Consideration of Determining Benefits for Water Main District 466T - Airport Road

Council action will take place under Consent Agenda item G-13.

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: October 13, 2015

Subject: Water Main District 466T – Airport Road

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Water Main District 466T installed a 16” diameter main along Airport Road from ¼ mile east of Highway 281 to Sky Park Road. The district was a part of the Utilities Department’s Master Plan and completes the backbone loop in the northeast part of the water system.

Construction has been completed and complies with all aspects of the plans and specifications.

Discussion

The total cost of installing the water main within the boundaries of District 466T was \$1,045,868.05. When customers desire to tap into the referenced water main, they are required to pay a connection fee. The connection (tap) fee for properties within the district is based on a value of \$59.7679869 per front foot. However, the fees are not collected until the user connects to (taps) the main within the district’s boundary and receives municipal service.

Attached for reference are copies of:

- Tabulation of connection fees for the properties within the district
- The district’s boundary 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 properties within the district.

Sample Motion

Move to sit as a Board of Equalization to establish the connection fees for the properties within Water Main District 466T.

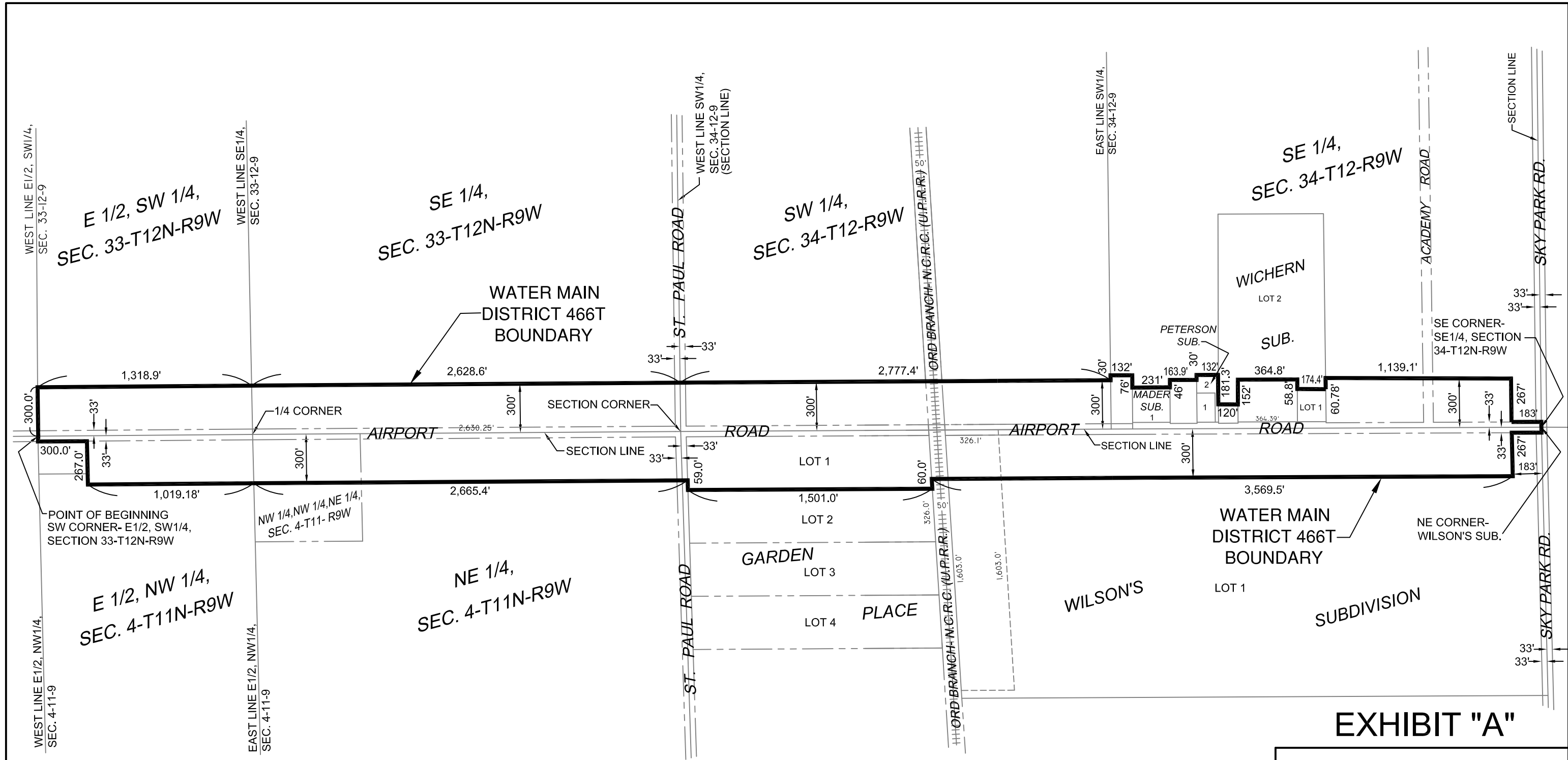


EXHIBIT "A"



PLAT TO ACCOMPANY
ORDINANCE NO. 9428

WMD 466T

REVISIONS			DRN. BY : K.J.M.
			DATE : 4/24/2013
			CHK. BY : T.W.B.
			DATE : 4/24/2013
			APP. BY : R.H.S.
			DATE : 4/24/2013

SH. 1 OF 1
SCALE : 1"= 600'

Water Main District 466T Addresses- 8/11/2015

<u>Map ID</u>	<u>Connection Fee</u>	<u>Front Ft.</u>	<u>Parcel</u>	<u>Property Address</u>	<u>Description</u>	<u>Owner Name</u>	<u>Owner Address</u>	<u>Owner City</u>	<u>State</u>	<u>Zip</u>
A	\$78,828.00	1,318.9	400187310	304 E Airport Road	Part of the E1/2, SW1/4, Section 33-12-9	Bradley R. Petersen	1134 E. Capital Ave.	Grand Island	NE	68801
B.1	\$155,133.79	2,595.6	400187388	3230 N St Paul Road	Part of the S1/2, SE1/4, Section 33-12-9	Oscar Jr. & Rose Ann Bredthauer (North side of Airport Rd.)	3230 N. St. Paul Road	Grand Island	NE	68801
B.2	\$76,467.16	1,279.4	400205394	3170 N St Paul Road	Part of the N 11AC of E1/2, NE1/4, Section 4-11-9	Oscar Jr. & Rose Ann Bredthauer (South side of Airport Rd.)	3230 N. St. Paul Road	Grand Island	NE	68801
B.3	\$39,446.87	660.0	400356031	527 E Airport Road	Part W1/2 of the NE1/4, Section 4-11-9	Oscar Jr. & Rose Ann Bredthauer (South side of Airport Rd.)	3230 N. St. Paul Road	Grand Island	NE	68801
C	\$76,921.40	1,287.0	400187450	1201 E Airport Road	Part of the W1/2, SE1/4, Section 34-11-9	Arthur E. & Dixie L. Ostermeier- Trustees	3600 W. Whitecloud Road	Grand Island	NE	68803
D	\$75,905.34	1,270.0	400187442	1308 E Airport Road	Part of the E1/2, SW1/4, Section 34-12-9	Alice R. Erion	1807 W. 1st Street	Grand Island	NE	68803
E	\$19,490.34	326.1	400215810	1325 E. Airport Road	Part of Lot 1, Wilson's Subdiviision	Darling National, LLC, an Iowa Limited Liability Company f/k/a National By-Products, Inc.	251 O'Connor Ridge Blvd. STE 300	Irving	TX	75038
F	\$89,143.95	1,491.5	400475278	1203 E. Airport Road	Lot 1, Garden Place	Copart of Connecticut, Inc., a Connecticut corporation	14185 Dallas Parkway, STE 300	Dallas	TX	75254
G.1	\$39,446.87	660.0	400205432	611 E Airport Road	Part of the NW1/4, NW1/4, NE1/4, Section 4-11-9	Douglas R. & Tamara K. Petersen	1414 E. Capital Ave.	Grand Island	NE	68801
G.2	\$60,915.53	1,019.2	400205564	379 E Airport Road	Part E1/2, NW1/4 Section 4-11-9	Douglas R. & Tamara K. Petersen	1414 E. Capital Ave.	Grand Island	NE	68801
H.1	\$190,863.09	3,193.4	400215799	1743 E Airport Road	Part of Lot 1, Wilson's Sub.,	Petersen Farms, Inc. (South side of Airport Road- Lot 1, Wilson Sub.)	1420 E. Capital Ave.	Grand Island	NE	68801
H.2	\$9,849.76	164.8	400187493	1622 E Airport Road	Part of W1/2,W1/2, SE1/4, Section 34-12-9	Petersen Farms, Inc. (North side of Airport Road)	1420 E. Capital Ave.	Grand Island	NE	68801
H.3	\$21,779.45	364.4	400187922	1648 E Airport Road	Lot 2, Wichern Sub.	Petersen Farms, Inc. (Lot 2 Wichern Sub.)	1420 E. Capital Ave.	Grand Island	NE	68801
I	\$7,889.37	132.0	400187469	1510-1512 E. Airport Rd.	Part of W1/2, W1/2, SE1/4, Section 34-11-9	Alice L. Bartlett, Trustee	4125 Hartford Dr.	Grand Island	NE	68803
J	\$13,806.40	231.0	400295024	1546 E. Airport Road	Lot 1, Mader Subdivision	Melvin Brahatcek	4056 David Ave.	Grand Island	NE	68803
K.1	\$7,172.16	120.0	400187485	1640 E. Airport Road	Part of E1/2, SW1/4, SE1/4 Sec. 34-12-9	Enos C. & Sandra F. Peterson	1640 E. Airport Road	Grand Island	NE	68803
K.2	\$6,694.01	112.0	400187477	1610 E Airport Road	Lot 1, Peterson Sub.	Enos C. & Sandra F. Peterson	1640 E. Airport Road	Grand Island	NE	68803
K.3	\$1,195.36	20.0	400475049	1610 E Airport Road	Lot 2, Peterson Sub.	Enos C. & Sandra F. Peterson	1640 E. Airport Road	Grand Island	NE	68803
L	\$10,423.54	174.4	400187914	1740 E Airport Road	Lot 1, Wichern Sub.	Bethine Bonczynski	1740 E. Airport Road	Grand Island	NE	68801
M	\$64,495.66	1,079.1	400187523	--	Part SE1/4, Section 34-12-9	Central Nebraska Regional Airport	3743 Sky Park Road	Grand Island	NE	68802
\$1,045,868.05		17,498.8								

Total Project Cost = \$ 1,045,868.05

Cost per FF = \$ 59.7679869

R E S O L U T I O N 2015-BE-10

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 466T, 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 \$1,045,868.05; 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. 466T such benefits are the sums set opposite the several descriptions as follows:

Name	Parcel Number	Property Address	Description	Connection Fee (\$)
Bradley R. Petersen	400187310	304 E. Airport Road	Part of the E ½, SW ¼, Section 33-12-9	78,828.00
Oscar Jr. & Rose Ann Bredthauer	400187388	3230 N. St. Paul Road	Part of the S ½, SE ¼, Section 33-12-9	155,133.79
Oscar Jr. & Rose Ann Bredthauer	400205394	3170 N. St. Paul Road	Part of the N 11AC of E ½, NE ¼, Section 4-11-9	76,467.16
Oscar Jr. & Rose Ann Bredthauer	400356031	527 E. Airport Road	Part W ½ of the NE ¼, Section 4-11-9	39,446.87
Arthur E. & Dixie L. Ostermeier, Trustees	400187450	1201 E. Airport Road	Part of the W ½, SE ¼, Section 34-11-9	76,921.40
Alice R. Erion	400187442	1308 E. Airport Road	Part of the E ½, SW ¼, Section 34-12-9	75,905.34
Darling National, LLC, an Iowa Limited Liability Company	400215810	1325 E. Airport Road	Part of Lot 1, Wilson's Subdivision	19,490.34
Copart of Connecticut, Inc., a Connecticut Corporation	400475278	1203 E. Airport Road	Lot 1, Garden Place	89,143.95
Douglas R. & Tamara K. Petersen	400205432	611 E. Airport Road	Part of the NW ¼, NW ¼, NE ¼, Section 4-11-9	39,446.87
Douglas R. & Tamara K. Petersen	400205564	379 E. Airport Road	Part E ½, NW ¼, Section 4-11-9	60,915.53
Petersen Farms, Inc.	400215799	1743 E. Airport Road	Part of Lot 1, Wilson's Subdivision	190,863.09
Petersen Farms, Inc.	400187493	1622 E. Airport Road	Part of the W ½, W ½, SE ¼, Section 34-12-9	9,849.76
Petersen Farms, Inc.	400187922	1648 E. Airport Road	Lot 2, Wichern Subdivision	21,779.45
Alice L. Bartlett, Trustee	400187469	1510 – 1512 E. Airport Road	Part of the W ½, W ½, SE ¼, Section 34-11-9	7,889.37
Melvin Brahatcek	400295024	1546 E. Airport Road	Lot 1, Mader Subdivision	13,806.40
Enos C. & Sandra F. Peterson	400187485	1640 E. Airport Road	Part of the E ½, SW ¼, SE ¼, Section 34-12-9	7,172.16
Enos C. & Sandra F. Peterson	400187477	1610 E. Airport Road	Lot 1, Peterson Subdivision	6,694.01
Enos C. & Sandra F. Peterson	400475049	1610 E. Airport Road	Lot 2, Peterson Subdivision	1,195.36
Bethine Bonczynski	400187914	1740 E. Airport Road	Lot 1, Wichern Subdivision	10,423.54
Central NE Regional Airport	400187523	---	Part SE ¼, Section 34-12-9	64,495.66
			TOTAL All Connection Fees	\$1,045,868.05

Approved as to Form ☐ _____
October 9, 2015 ☐ City Attorney

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 October 13, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 13, 2015

Council Session

Item E-1

Public Hearing on Acquisition of Utility Easement - 2710 N. North Road - Northwest High School

Council action will take place under Consent Agenda item G-4.

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Tim Luchsinger, Utilities Director

Meeting: October 13, 2015

Subject: Acquisition of Utility Easement – 2710 N. North Road – Northwest High School

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of the Class 6 School District of Hall and Merrick Counties, Nebraska, A.K.A. Northwest High School, located in the City of Grand Island, Hall County, Nebraska (2710 N. North Road), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

Northwest High School will be building an addition to the south side of the school. This project will require relocation of existing underground electrical conduits and primary power cables. In order for the Utilities Department to re-route the power supply to accommodate their project, a new easement needs to be acquired for operation, maintenance, and access of the electric infrastructure.

Alternatives

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

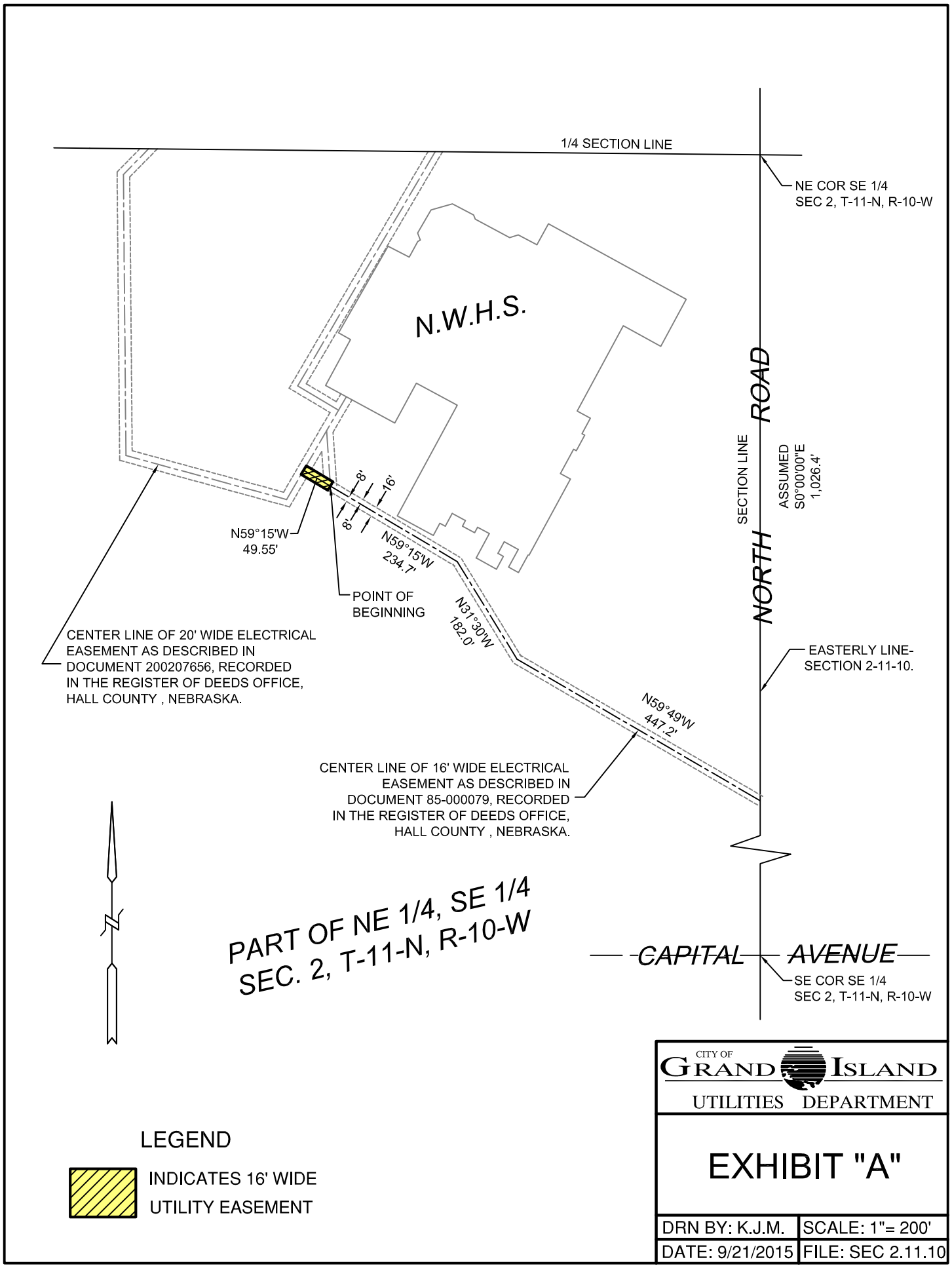
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, October 13, 2015

Council Session

Item E-2

Public Hearing on Acquisition of Property at 1203 West 4th Street (Donald Enck, Jr. & Ronna Taylor)

Council action will take place under Consent Agenda item G-6.

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: October 13, 2015

Subject: Acquisition of Property - 1203 W. 4th Street

Presenter(s): Tim Luchsinger, Utilities Director

Background

The Electric Department, Line Division offices, shops and storage facilities are located in the 1100 block of West North Front Street. The current buildings were first built over 50 years ago. As the City has grown, so has the Utility's Line Division. Rather than abandon the current site and build new to meet this growth, the Utilities Department has acquired suitable adjacent properties as they have become available and integrated those facilities into the previously constructed facilities.

The old YMCA property, which was located on the same block, was acquired in the 70's. A private residence in that same block was acquired in the 80's, and a commercial business in the block just east was acquired in the 90's. In 2002, a small lot was purchased directly west of the old YMCA property.

These acquisitions have been fully integrated into the Line Division's operations, and have provided well for the needed growth. Recently the Utilities Department became aware of another property in the area which would be suitable to meet future growth needs. That property is on the market.

Discussion

A private residence at 1203 West 4th Street, immediately west of the Line Division block is being sold. The Utilities and Legal staff have met with the owner's representative of the property and negotiated a proposed purchase price of \$21,000. This price is a result of a recent appraisal that was made of the property. The property consists of a run-down house that has been vacant for a period of time.

The intent of this property would be to raze the house and convert the empty lot to parking. Parking within the Line Division block is limited and typically results in employees parking along the street. The acquisition of this property would allow

adequate off-street employee parking as well as improve the aesthetics of the neighborhood.

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 purchase of the property at 1203 West 4th Street.

Sample Motion

Move to approve the purchase of the property at 1203 West 4th Street.

PURCHASE AGREEMENT

This Purchase Agreement (“Agreement”) is entered into this 13th day of October, 2015, by and between Donald Enck and Ronna Taylor, joint tenants, (“Sellers”) and the City Of Grand Island, (“Buyer”).

Recitals

WHEREAS, Sellers are the owners of the real estate and improvements located at 1203 W 4th Street, Grand Island, Nebraska, and legally described as:

Fractional Lot One (1) in Fractional Block Three (3) of Arnold & Abbott’s Addition to the City of Grand Island, Hall County, Nebraska, and its complement: Fractional Lot One (1) in Fractional Block Fourteen (14) of Bonnie Brae Addition to the City of Grand Island, Hall County, Nebraska; and

WHEREAS, Sellers desire to sell, and Buyer desires to purchase the Property, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing, it is agreed by Sellers and Buyer as follows:

1. Transfer of Property
 - 1.1 Sale and Purchase. Sellers agree to sell the Property to Buyer, and Buyer agrees to purchase the Property from Sellers on the terms and conditions set forth herein.
 - 1.2 Purchase Price. The purchase price for the Property shall be TWENTY-ONE THOUSAND DOLLARS AND NO/100 (\$21,000.00) payable in full at Closing.
 - 1.3 Closing. The Closing shall take place on or before November 1, 2015, at the office of Grand Island Abstract, Escrow & Title Company in Grand Island, Nebraska.
 - 1.4 Title Insurance. Within ten (10) days of execution of this Agreement, Buyer shall obtain an owner’s policy of title insurance prepared by Grand Island Abstract, Escrow & Title Company (“Title Company”), which insures marketable title to the Property; subject only to such exceptions as may be acceptable to Buyer (“Permitted Exceptions”). Buyer shall notify Sellers of any objections to the title commitment and Sellers shall have a reasonable period to cure such objections. If Sellers are unable or unwilling to cure any objections, either party may terminate this Agreement without penalty.

- 1.5 Title and Possession. Sellers agree to convey the Property to Buyer at Closing by General Warranty Deed subject to only the Permitted Exceptions, and free and clear of any lease agreement with any third party.
- 1.6 Taxes, Assessments, and Other Costs. All property taxes and assessments related to the Property for 2014 and all prior years (if any) shall be paid by Seller at or prior to Closing. All property taxes and assessments for the Property for 2015 shall be prorated to the date of Closing. Any special assessment levied or assessed against the Property prior to Closing shall be paid by Sellers. Sellers shall pay the transfer tax (if any) which is payable upon the recording of the warranty deed from Sellers to Buyer. Buyer shall pay the fee for recording the deed. The Title Company shall close the transaction. The Buyer shall pay the closing costs and fees, including the cost of the owner's title insurance policy.
- 1.7 Personal Property. Sellers shall remove all personal property from the Property prior to closing.

2. Representations and Warranties

- 2.1 Representations and Warranties of Sellers. Sellers represent and warrant to Buyer as follows:
- 2.1.1 Organization; Power, Good Standing. Sellers are individual citizens and joint tenants in the property and have all requisite power and authority to enter into this Agreement and perform the obligations hereunder.
- 2.1.2 Authority Relative to Agreement. This Agreement has been duly approved by the Sellers and executed same, and constitutes a legal, valid, and binding obligation of Sellers, enforceable against Sellers in accordance with its terms.
- 2.1.3 "AS-IS" Sellers are selling the Property "AS-IS," making no representations or warranties concerning the Property of any kind or nature except Sellers warrant the following:
- A. Their ownership of the Property and the conveyance of marketable title to Buyer at closing.
- B. Sellers have no knowledge and have received no notice of any violation of applicable occupational safety and health standards established by law or regulation.
- C. The Property and its current use are in compliance with all applicable zoning ordinances.

- 2.1.4 Inspections. Buyer may obtain such inspections of the Property as Buyer may desire at Buyer's expense. If Buyer is dissatisfied with the condition of the Property or compliance with any applicable zoning or environmental regulations established by law or regulations and if Sellers decline to make any requested repairs to the Property or comply with any claimed violations, Buyer may terminate the Agreement without penalty. Sellers have no obligation to perform any repairs to the Property.
- 2.2 Representations and Warranties of Buyer. Buyer represents and warrants to Sellers as follows:
- 2.2.1 Organization; Power, Good Standing. Buyer is a municipal corporation organized and existing under the laws of the State of Nebraska and has all requisite power and authority to enter into this Agreement and perform the obligations hereunder.
- 2.2.2 Authority Relative to Agreement. This Agreement has been duly approved by the City Council of Buyer and executed by its Mayor, and constitutes a legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.
- 3. Miscellaneous**
- 3.1 Binding Effect; Benefits. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any right, remedy, obligation, or liability under or by reason of this Agreement.
- 3.2 Risk of Loss. All risk of loss or damage to the Property by fire or other casualty until Closing is assumed by the Sellers. In the event of a material loss or damage to the Property the Buyer shall have the right to cancel this Agreement. Sellers have no obligation to repair the Property.
- 3.3 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.
- 3.4 Further Assurances. Each of the parties hereto, without further consideration, agrees to execute and deliver such other documents and take such other action, whether prior to or subsequent to Closing, as may be necessary to more effectively consummate the intent and purpose of this Agreement.

- 3.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.
- 3.6 Severability. If for any reason whatsoever any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable, or invalid, such circumstances shall not have the effect of rendering any of the other provisions of this Agreement inoperative, unenforceable, or invalid.
- 3.7 Survival and Nonmerger. All terms, conditions, representations, and warranties contained in this Agreement shall survive Closing, including, but not limited to, the execution and delivery of any deed related to the Property to be conveyed hereunder, and shall not merge into any deed.
- 3.8 Default. In the event of default by either party, the non-defaulting party may enforce all rights and remedies as by law provided.
- 3.9 Assignment. This agreement is not assignable by Buyer without the prior written consent of the Sellers.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR RESPECTIVE HANDS
THE DAY AND YEAR ABOVE WRITTEN.

SELLERS:

DONALD ENCK AND RONNA
TAYLOR, JOINT TENANTS

BUYER:

CITY OF GRAND ISLAND, NEBRASKA

BY _____
DONALD ENCK

BY _____
JEREMY JENSEN, MAYOR

BY _____
RONNA TAYLOR

ATTEST:

BY _____
CITY CLERK

STATE OF NEBRASKA

SS:

COUNTY OF HALL

The foregoing was acknowledged before me on the _____ day of October, 2015, by Donald Enck.

Notary Public

STATE OF NEBRASKA

SS:

COUNTY OF HALL

The foregoing was acknowledged before me on the _____ day of October, 2015, by Ronna Taylor.

Notary Public

STATE OF NEBRASKA

SS:

COUNTY OF HALL

The foregoing was acknowledged before me on the _____ day of October, 2015, by Jeremy Jensen, Mayor of the City of Grand Island, Nebraska, a municipal corporation.

Notary Public

THIS CONTRACT IS IN DUE FORM ACCORDING TO LAW AND HEREBY APPROVED:

Date: October _____, 2015

Stacy R. Nonhof
Assistant Grand Island City Attorney



City of Grand Island

Tuesday, October 13, 2015

Council Session

Item E-3

**Public Hearing on Amendment to the Redevelopment Plan for
CRA Area 7 located at the Southwest Corner of the Intersection of
Schimmer Road and Blaine Street (Hatchery Holdings, LLC)**

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: October 13, 2015

Subject: Amendment to Redevelopment Plan for CRA Area 7

Presenter(s): Chad Nabity, AICP
CRA Director

Background

In 2007, the Grand Island City Council declared property referred to as CRA Area 7 as blighted and substandard and approved a generalized redevelopment plan for the property. The generalized redevelopment plan authorized the use of Tax Increment Financing (TIF) for the acquisition of property, redevelopment of property, site preparation including demolition, landscaping and parking. TIF can also be used for improvements to and expansion of existing infrastructure including but not limited to: streets, water, sewer, drainage.

Hatchery Holdings LLC as the proposed developer has submitted a proposed amendment to the redevelopment plan that would provide for site acquisition, utility extensions, grading and site preparation, planning activities and the subsequent construction of a 60,000 square foot commercial chicken hatchery on 20 acres located at the southwest corner of the intersection of Blaine Street and Schimmer Drive in the City of Grand Island, Nebraska.

The CRA reviewed the proposed development plan on September 9, 2015 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on October 7, 2015. The CRA also sent notification to the City Clerk of their intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on October 7, 2015. The Planning Commission approved Resolution 2016-01 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island.

Discussion

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

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area 7 and authorizes the CRA to execute a contract for TIF based on the plan amendment. The redevelopment plan amendment permits for site acquisition, utility extensions, grading and site preparation, planning activities and the subsequent construction of a 60,000 square foot commercial chicken hatchery on 20 acres located at the southwest corner of the intersection of Blaine Street and Schimmer Drive in the City of Grand Island, Nebraska. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for as eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. There are more than \$2,675,000 of identified expenses eligible for Tax increment financing with the proposed redevelopment plan amendment it is anticipated that this project if valued at \$11,400,000 would generate \$3,728,000 or if valued at \$8,400,000 would generate \$2,680,000 worth of increment over 15 years. The bond for this project will be issued for a period of 15 years and will end upon final payment of the bond principal and any associated interest.

If this project is completed as proposed it will create enough jobs to meet the job creation goals of the Community Development Block Grant (CDBG) that was awarded to the City to pave Blaine Street and install perimeter infrastructure around the Platte Valley East Industrial Park site. That grant was for \$935,000 and is subject to repayment by the city if the job creation goals are not met. The job creation goals need to be met by March of 2017.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the resolution as submitted.

Redevelopment Plan Amendment Grand Island CRA Area 7 September 2015

The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area 7 within the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of an industrial project in Area 7.

Executive Summary: Project Description

THE ACQUISITION OF PROPERTY AT THE SOUTHWEST CORNER OF SCHIMMER ROAD AND BLAINE STREET (APPROXIMATELY 20 ACRES) AND THE SUBSEQUENT SITE WORK, GRADING, DRAINAGE IMPROVEMENTS, UTILITY IMPROVEMENTS, ENGINEERING, LANDSCAPING AND PARKING IMPROVEMENTS NECESSARY FOR CONSTRUCTING A COMMERCIAL BUILDING TO BE USED AS A COMMERCIAL CHICKEN HATCHERY AT THIS LOCATION.

The use of Tax Increment Financing (TIF) to aid in the acquisition of property, necessary site work including drainage, and installation of public utilities and utility connections necessary to develop this site. The use of TIF for this project was proposed by the Grand Island Area Economic Development Corporation (GIAEDC) in their proposal to bring this project to Grand Island. This project developer is willing to locate this business in Grand Island provided TIF is available to support the project.

The acquisition, site work and construction of all improvements will be paid for by the developer based on their agreements with GIAEDC. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the acquisition, site work and other necessary expenditures. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2017 towards the allowable costs and associated financing for the acquisition and site work.

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

Property Description (the “Redevelopment Project Area”)

This property is located west of Blaine Street south of Schimmer Drive in southern Grand Island, the attached map identifies the subject property and the surrounding land uses:

- **Legal Description** Exact description to be provided later but 20 acres more or less consisting generally of either the N ½ or E ½ of NE ¼ of the NE ¼ of

Section 5, Township 10 North, Range 9 west of the 6th P.M. in Grand Island, Hall County, Nebraska.



Based on the proposal the tax increment will be captured for the tax years the payments for which become delinquent in years 2018 through 2031 inclusive.

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

Statutory Pledge of Taxes.

Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property in the Redevelopment Project Area shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall be set with the signed contract estimated now to be January 1, 2017. Said taxes shall be divided as follows:

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

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

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

Redevelopment Plan Amendment Complies with the Act:

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

1. The Redevelopment Project Area has been declared blighted and substandard by action of the Grand Island City Council on August 28, 2007.[§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.

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

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

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

a. Land Acquisition:

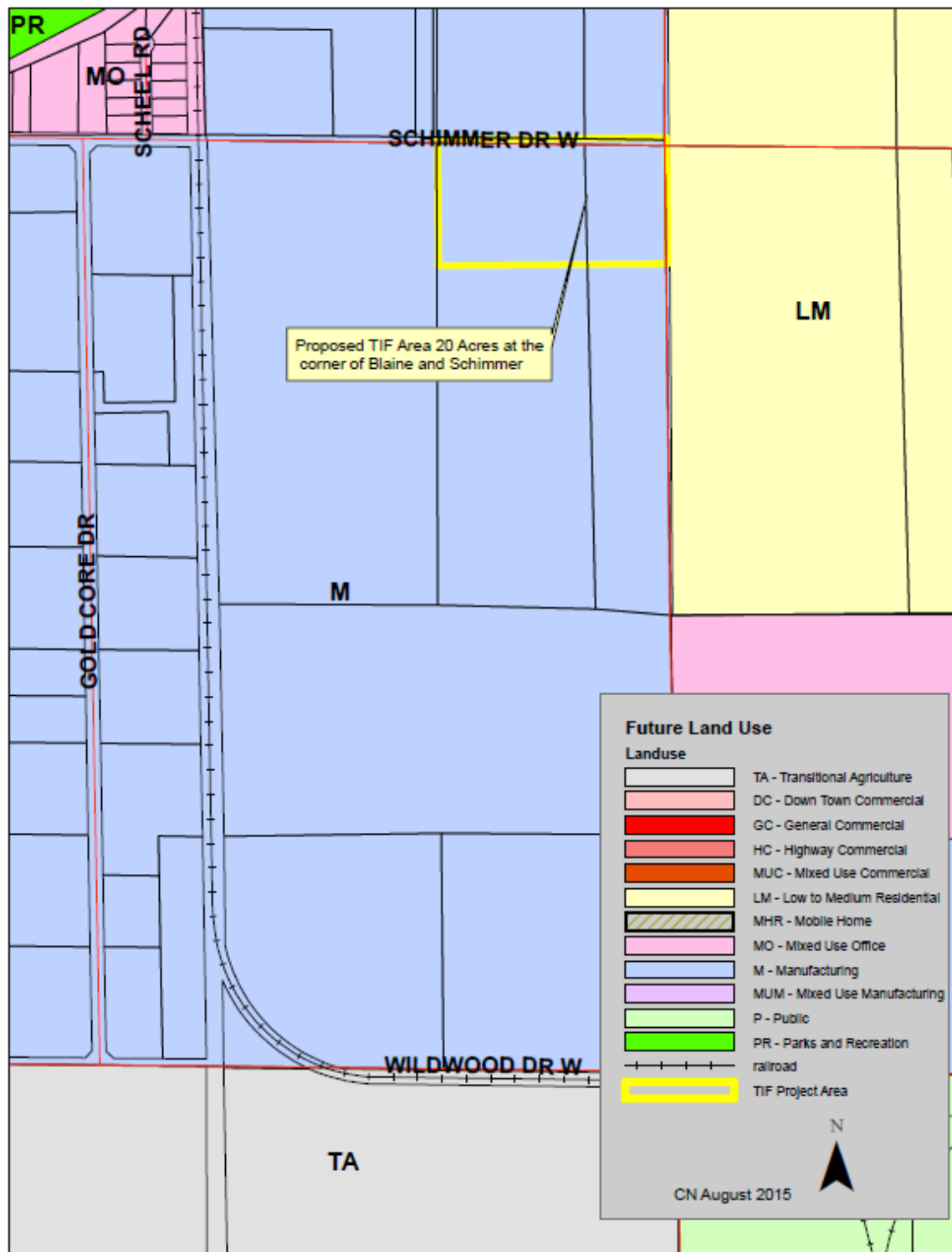
This Redevelopment Plan for Area 7 provides for real property acquisition. There is no proposed acquisition by the authority. The applicant will be acquiring the property from the current owner.

b. Demolition and Removal of Structures:

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

c. Future Land Use Plan

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



City of Grand Island Future Land Use Map

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

The area is zoned M2 Heavy Manufacturing District. No zoning changes are anticipated with this project. No changes are anticipated in street layouts or grades. No changes are anticipated in building codes or ordinances. Nor are any other planning changes contemplated. [§18-2103(b) and §18-2111]

e. Site Coverage and Intensity of Use

The developer is proposing to acquire property and build a 60,000 square foot building to be used as a chicken hatchery to supply chickens for egg production in the surrounding agricultural zoning districts in Hall County and the surrounding counties. [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

Sewer and water are available to support this development. Connections for water and sewer will have to be extended to serve the proposed future development.

Adequate electric utility infrastructure is available to support this development.

No other utilities would be impacted by the development.

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

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

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

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

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

The developer is proposing to purchase this property for redevelopment for \$1,600,000 provided that TIF is available for the project as defined. The cost of property acquisition is being included as a TIF eligible expense. Costs for site preparation, grading and drainage structures, utility extensions and connection fees, of \$444,313 and planning and legal costs of \$630,000 are included as TIF eligible expenses. It is estimated based on the proposed increased valuation of the project of \$11,600,000 will result in \$3,728,000 of increment generated over a 15 year period.

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

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

The developer and GIAEDC will provide all necessary financing for the project. The Authority will assist the project by granting the sum of \$2,674,313 for the project from the proceeds of the TIF Indebtedness issued by the Authority. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. It is expected that TIF revenues shall be made available to repay the original debt after January 1, 2018 through December 2032 depending on the final building schedule and contract date.

c. Statement of feasible method of relocating displaced families.

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

7. Section 18-2113 of the Act requires:

Prior to recommending a redevelopment plan to the governing body for approval, an authority shall consider whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the city and its environs which will, in accordance with present and future needs,

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

The Authority has considered these elements in proposing this Plan Amendment. This development, in and of itself will promote consistency with the Comprehensive Plan, in that it will allow for the utilization of the property for manufacturing purposes consistent with the intent of the Comprehensive Plan. This property was purchased by the GIAEDC in 2006 for the purpose of encouraging industrial development. The City and the GIAEDC have invested substantial funds in extending infrastructure to serve this property for manufacturing purposes. New manufacturing development will raise property values and encourage further development of this property.

8. Time Frame for Development

Development of this project is anticipated to be completed between October of 2015 and September of 2016. Excess valuation should be available for this project for 15 years beginning with the 2017 tax year.

9. Justification of Project

The property is located at the northeast corner of the property referred to variously as Platte Valley Industrial Park East (PVIP East) and more recently as Wildwood Business Park south of Schimmer Drive and west of Blaine Street. A community development block grant of \$935,000 from the Nebraska Department of Economic Development was used to pay for a portion of the paving of Blaine Street and the installation of sanitary sewer and water lines adjacent to the site. The use of those funds obligates the City and the GIAEDC to recruit businesses that will create at least 37 jobs 51% of which are to be “held by” or “made available to” people that are currently considered low to moderate income. This project as proposed would fulfill the job creation requirements of that grant.

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

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

Project Sources and Uses. Approximately \$2,674,300 in public funds from tax increment financing provided by the Grand Island Community Redevelopment Authority will be required to complete the project. The total private investment on this project is the total of the costs not eligible for is TIF \$17,003,687. This \$2,674,300 investment by the Authority and the people of Grand Island will leverage \$17,003,687 in private sector financing and investment; a private investment of \$6.35 for every TIF dollar investment.

Use of Funds. Phase 1			
Description	Eligible for TIF Funds	Private Funds	Total
Site Acquisition	\$1,600,000		\$1,600,000
Utilities/On Site Improvements	\$444,313	359,687	\$804,000
Legal Private	\$250,000		\$250,000
Legal CRA Cost	\$30,000		\$30,000
Fees ¹	\$1,600		\$1,600
Architecture	\$350,000		\$350,000
Building Construction Costs		\$10,034,000	\$10,034,000
Soft Costs		\$610,000	\$610,000
Personal Property		\$6,000,000	\$6,000,000
TOTALS	\$2,675,913	\$17,003,687	\$19,679,600

Tax Revenue. The property to be redeveloped has a January 1, 2015, valuation of approximately \$220,000 according to the Hall County Assessor's Office. Based on the 2014 levy this would result in a real property tax of approximately \$4,804. It is anticipated that the assessed value will increase by almost \$11,400,000 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$248,525 annually resulting in \$3,728,000 of increment over the 15 year period. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for a period of 15 years, or such shorter time as may be required to amortize the TIF bond, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2015 assessed value:	\$ 220,000
Estimated value after completion	\$ 11,600,000
Increment value	\$ 11,380,000
Annual TIF generated (estimated)	\$ 248,525
TIF bond issue	\$ 2,674,313

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

The redevelopment project area currently has an estimated valuation of \$220,000. The proposed redevelopment and commercial construction at this location will result in an additional \$11,380,000 of taxable valuation based on valuations of similar properties. No tax shifts are anticipated from the project. The project creates additional valuation

that will support taxing entities long after the project is paid off. The project will not add any tax burdens to taxing entities. Therefore no tax shifts will occur.

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

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

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

This project will not negatively impact employers or employees in the area directly. It is anticipated that this project will create 50 additional jobs more than half of which will be available to people currently considered low to moderate income meeting the job creation component of the Community Development Block Grant that was used to extend utilities to the property and pave Blaine Street. The increase in available jobs may result in further tightening of the job market.

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

No major impacts are anticipated outside of the city or immediate area to total employment from this project. The satellite farming operations that will be raising chickens for egg production will stabilize and diversify the ag sector. There may be an increase in employment in the construction sector during construction of this project and the outlying facilities that will support this plant.

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

This project will serve as a catalyst project developing a 20 acre parcel within the Platte Valley Industrial Park East. This project will meet the obligations the City and the GIAEDC have for job creation as part of the CDBG grant that was used to install utilities across the property and pave Blaine Street. This project will diversify the ag employment sector into new production that is not currently found in central Nebraska, specifically egg and chicken production.

Time Frame for Development

Development of this project is anticipated to be completed during between October 2015 and September of 2016. The date of TIF will be established with the approved contract

but it is anticipated that the base tax year should be calculated on the value of the property as of January 1, 2016. Excess valuation should be available for this project for 15 years beginning with the 2017 tax year. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years or an amount not to exceed \$2,674,313 the projected amount of the eligible expenses for this project. Based on the purchase price of the property and estimates of the expenses of renovation activities and associated engineering fees, the developer will spend more than \$2,674,313 on TIF eligible activities.

See Attached Site Plan



BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name: Hatchery Holdings, LLC

Operational Site Address: SW Corner of Blaine and Schimmer Drive, Grand
Island, NE 68801

Contact: Peter Mumm
Managing Director
Hendrix-ISA, LLC
5953 Frase Court
Fall Creek, WI, 54742
Cell: 937-935-6713

Business/Admin Office Address:

5800 Merle Hay Road, Suite 14

PO Box 394

Johnston, IA 50131

Contact: Todd Carlson – Phone: (515)253-0943 Ext 136, Fax No: (515)253-0942

Brief Description of Applicant's Business:

Development, Construction and Operation of a Hatchery facility that will produce approx. 24,000,000 day old chicks per year. The chicks will be sold to egg producing layer operations regionally, including sales in the states of Nebraska, Iowa, Missouri, South Dakota, Colorado and Minnesota. There will be 6-8 related

breeder operations in the Grand Island area to support the hatchery operations. The operation will include a vaccination department/area to vaccinate the chicks with the appropriate governmental/industry approved vaccinations. There will be approximately 50 employees at the hatchery location.

Present Ownership Proposed Project Site: Owned by Grand Island Economic Development Corporation

Approximately 20 acres in the NE ¼ of Section 5 Township 10 N Range 9 W of the 6th PM in Hall County Nebraska.

Proposed Project:

- 20 acre site
- 60,000 sq/ft building including 5,400 sq/ft of office/support space
- Slab on grade construction with steel frame, bar joist for roof support, exterior interlocking insulated foam panels with Kynar finish
- Approx 8,000 S.Y. of roadway/parking access, 6,000 S.Y. of concrete at dock areas & 240'x420' of asphalt parking area

If Property is to be Subdivided, Show Division Planned:

- Sub-division/Platting in process. Will forward upon receipt.

VI. Estimated Project Costs:

Acquisition Costs:

A. Land	\$ 1,600,000
B. Building	\$ 0

Construction Costs:

A. Renovation or Building Costs:	\$ 10,034,177
B. On-Site Improvements:	
1. Utilities to Building	\$ 136,313

2. Grading	\$ 174,000
3. Site Preparation	\$ 84,000
4. On Site Drainage Facilities	\$ 25,000
5. Parking Lots	\$ 314,687
6. Signage	\$ 5,000
7. Parking Lot Lighting	\$ 20,000
8. Landscaping	\$ 20,000
9. Tap Fees	\$ 25,000
C. Hatchery Equipment	\$ 6,000,000

Soft Costs:

A. Architectural & Engineering Fees:	\$ 350,000
B. Financing Fees:	\$ 540,000
C. Legal/Developer/Audit Fees:	\$ 280,000
D. Contingency Reserves:	\$ 360,000
E. Other (Please Specify)	\$ 0
TOTAL	\$19,998,177

Total Estimated Market Value at Completion:	\$ 21,000,000
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Source of Financing:

A. Developer Equity:	\$ 4,875,647
B. Commercial Bank Loan:	\$ 12,243,217
Tax Credits:	
1. N.I.F.A.	\$ 0
2. Historic Tax Credits	\$ 0
D. Industrial Revenue Bonds:	\$ 0
E. Tax Increment Assistance – Site Funding:	\$ 2,674,313
F. Nebraska Sites Building Development Fund	\$ 125,000

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

Architect:

TBD

Engineer:

Civil – TBD

Mechanical - TBD

General Contractor:

Henning Companies, LLC

5800 Merle Hay Road, Suite 14

Johnston, IA 50131

Phone: (515) 253-0943

Fax: (515) 253-0942

Estimated Real Estate Taxes on Project Site Upon Completion of Project:

Dave – please insert calculation here based on details above.

Current Valuation \$220,000 Current Taxes \$4805

Expected Valuation \$11,600,000 Expected Taxes \$253,330

Annual Taxes \$253,330 Less Base \$4805 Expected Increment \$248,525

Project Construction Schedule:

Construction Start Date: October 15, 2015

Construction Completion Date: September 15, 2016

XII. Please Attach Construction Pro Forma

In process, will forward upon completion

XIII. Please Attach Annual Income & Expense Pro Forma

New entity, currently under development by Hatchery operating entity

TAX INCREMENT FINANCING REQUEST INFORMATION

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

Requesting a 15 year deferral of taxes on the property – based on the current assessed value of the property vs the improved value of the property.

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

The support of the Nebraska Sites and Building Development Fund will bridge the current financing/equity gap to get the project started yet this fall. We are requesting a \$175,000 award to allow us to start the project per the sources/uses gap that exists at this point. \$125,000 of this will be available for building and \$50,000 will be available for training.

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

- Mr. Rand Fisher, President
Iowa Area Development Group
2700 Westtown Parkway, Suite 425
West Des Moines, IA 50256
rfisher@iadg.com, (515)223-4743
- Mr. Rob Cleveland, Director Economic Development
Indiana Michigan Power
recleveland@aep.com
(260)408-3453

- Ms. Kathy Bantz, Mayor
City of Montpelier Indiana
300 West Huntington Street
Montpelier, IN 47359
mayorbantz@montpeliercity.net
(765)728-6500

- IV. Please Attach Applicant's Corporate/Business Annual Financial Statements for the Last Three Years.
- * Not applicable, new entity.

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

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

RESOLUTION NO. 204

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

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

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

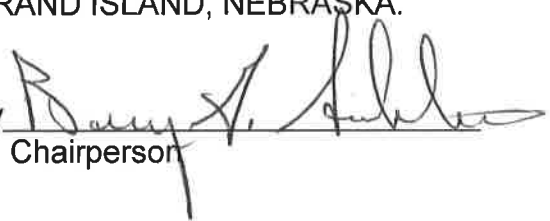
NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

Passed and approved this 9th day of September, 2015.

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

By


Chairperson

ATTEST:


Secretary

Hatchery Holdings, LLC

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

RESOLUTION NO. 205

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

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), has received an Application for Tax Increment Financing under the Nebraska Community Development Law (the "Act") on a project within Redevelopment Area 7, from Hatchery Holdings, LLC, (The "Developer") for redevelopment of an area within the city limits of the City of Grand Island as set forth in Exhibit 1 attached hereto area; and

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), is proposing to use Tax Increment Financing on a project within Redevelopment Area 7;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

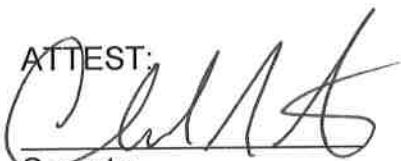
Section 2. The Secretary of the Authority is directed to file a copy of this resolution with the City Clerk of the City of Grand Island, forthwith.

Passed and approved this 9th day of September, 2015.

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

By 
Chairperson

ATTEST:


Secretary

Hatchery Holdings, LLC

Resolution Number 2016-01

HALL COUNTY REGIONAL PLANNING COMMISSION

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

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

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

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

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

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

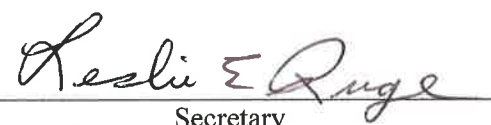
Section 3. This resolution shall be in full force and effect from and after its passage as provided by law.

DATED: October 7, 2015.

HALL COUNTY REGIONAL PLANNING
COMMISSION

ATTEST:

By: 
Chair

By: 
Secretary

Hatchery Holdings, LLC

REDEVELOPMENT CONTRACT

THIS REDEVELOPMENT CONTRACT (the “Contract”) is entered into between the **COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA**, (“Authority”), and **HATCHERY HOLDINGS, LLC**, a Nebraska limited liability company and its successors and assigns (“Redeveloper”).

RECITALS

A. The City has undertaken a program for the redevelopment of blighted and substandard areas in the City of Grand Island, Nebraska. As part of that program the City has prepared and approved the City of Grand Island Redevelopment Plan Amendment for the Grand Island CRA Area 7 (“Redevelopment Plan”), a copy of which is on file in the Office of the City Clerk of the City (“City Clerk”). The Redevelopment Plan has been adopted in compliance with the Nebraska Community Development Law codified at *Neb. Rev. Stat* §§18-2101 through 18-2154 (the “Act”).

B. The Redevelopment Plan calls for the Authority to support Redeveloper’s acquisition and redevelopment efforts on real estate to be acquired by the Redeveloper which is legally described on Exhibit “A” attached hereto and incorporated herein by this reference (“Redeveloper Property”).

C. The Redevelopment Project area incorporates all of the Redeveloper Property as shown on Exhibit “A” attached hereto and incorporated herein by this reference (“Project Site”).

D. *Neb. Rev. Stat.* § 18-2103(12) (Reissue 2012) authorizes the Authority to carry out plans for a program of acquisition, and rehabilitation of buildings and other improvements in connection with redevelopment of the Project Site and to pay for the same from TIF Proceeds (as defined herein). The Redeveloper intends to utilize the TIF Proceeds from the Project Site to pay for the Project Site acquisition, planning, on site utility extensions, rehabilitation and other Redevelopment Project Costs.

E. *Neb. Rev. Stat.* § 18-2107 (Reissue 2012) authorizes the Authority to enter into contracts with redevelopers of property containing covenants and conditions regarding the use of such property as the Authority may deem necessary to prevent the recurrence of substandard and blighted areas.

F. Redeveloper is willing to enter into this Contract and implement redevelopment of the Project Site. Redeveloper intends to invest approximately Nineteen Million Nine Hundred Thousand Dollars (\$19,900,000) in the redevelopment of the Project site which includes TIF Proceeds.. The Project will result in the acquisition of the Project Site, planning for redevelopment, utility extension and construction of 60,000 square foot hatchery which will include offices as generally shown on the Site Plan attached hereto as Exhibit “B”. The acquisition and construction are sometimes referred to as the “Private Improvements”.

G. In order to help remove blight and substandard conditions and improve conditions in an economically underutilized area, the Authority is willing to enter into this Contract and to utilize TIF Proceeds to fund the partial cost of Project Site acquisition and other Redevelopment Project Costs in order to induce the Redeveloper to undertake the Private Improvements as set

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forth in Paragraph 13 below (“Private Improvements”).

H. The Private Improvements on the Project Site are collectively known as the “Redevelopment Project Improvements”. The costs of the Redevelopment Project Improvements are collectively known as the “Redevelopment Project Costs” and are shown on the Sources and Uses of Funds in Exhibit “C”, which is attached hereto and incorporated herein by this reference. The Authority and Redeveloper agree that assistance with the cost of Project Site acquisition, planning and rehabilitation is deemed essential to the rehabilitation of the Project Site for a 60,000 square foot hatchery and related uses and the Redevelopment Project would not be economically feasible without it.

I. The Authority is willing to support the above described redevelopment of the Project Site in accordance with the Redevelopment Project; provided that, Redeveloper is willing to agree to covenants and conditions regarding compulsory maintenance and upkeep of the Private Improvements to prevent a recurrence of substandard and blighted conditions.

J. In accordance with §18-2147 of the Act and the terms of the Resolution approving this Redevelopment Contract and providing for the issuance of the TIF Note described herein, (the “Resolution”), the Authority hereby provides that any ad valorem tax on the Project Site for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision, which shall be January 1, 2017. Said taxes shall be divided as follows:

- That portion of the ad valorem tax which is produced by the levy at the rate fixed each year by or for each such public body upon the Redevelopment Project valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body; and
- That portion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing in whole or in part, the Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premiums due, have been paid, the authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon taxable real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.

Said provision is hereinafter referred to as the “Ad Valorem Tax Provision.”

K. *Neb. Rev. Stat.* §18-2107 and §18-2150 (Reissue 2012) authorize the Authority to contract with private parties in order to accomplish acquisition and redevelopment of the

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Project Site in accordance with the Redevelopment Plan. In order to fund said acquisition and redevelopment of the Project Site, the Authority intends to issue tax increment financing indebtedness instrument or instruments in taxable series (the "TIF Note/s") to be repaid with the tax increment revenues generated under the Ad Valorem Tax Provision ("TIF Tax Revenues").

L. The Authority and Redeveloper desire to enter into this Contract to implement the Redevelopment Project for the above purposes and in accordance with the Redevelopment Plan.

M. The Authority and Redeveloper mutually agree that the redevelopment of the Project Site is in the vital and best interest of the City and is in furtherance of the health, safety, and welfare of its residents, and is in accordance with the public purposes and provisions of applicable laws and requirements under which the Redevelopment Plan has been undertaken.

NOW, THEREFORE, in consideration of the above recitals which are hereby made part of this Contract and of the mutual covenants contained herein the parties do agree as follows:

1. Design Documents. Redeveloper will prepare a preliminary exterior Schematic Concept Design Plan (hereinafter "Design Documents") for the Project Site and the same shall be submitted to and reviewed by the City. Redeveloper shall submit any material changes in the Design Documents as approved to the City for review and approval.

2. Construction Documents. The Redeveloper shall prepare or cause to be prepared, at Redeveloper's expense, detailed final construction plans and specifications for the Redevelopment Project Improvements on the Project Site (hereinafter "Construction Documents"). Redeveloper shall submit such Construction Documents for the Private Improvements to the City for review and approval; provided that review and approval shall be limited to the design and type of materials to be used for the facade of the Private Improvements and to assure the Private Improvements meet the City's design standards. The City shall approve or reject the Construction Documents for the Private Improvements within ten (10) days after receipt thereof.

3. Construction of Redevelopment Project Improvements; Construction of Private Improvements. The Redeveloper shall at its own cost and expense, construct the Private Improvements substantially in conformance with the Design Documents. Redeveloper agrees to use commercially reasonable efforts to substantially complete construction of the Private Improvements, as provided for in Paragraph 9 below and to pay in a timely manner Redeveloper's contractor, its subcontractors who performed labor or applied materials performed or used in the prosecution of the Private Improvements as provided for in Paragraph 5 below. Promptly after completion of the Private Improvements and promptly after the Redeveloper provides the Authority the proper documentation that Redeveloper's subcontractors who performed labor or applied materials performed or used in the prosecution of such Private Improvements have been properly paid in accordance with all the provisions of this Contract, the Authority shall, upon request by the Redeveloper, furnish a Certificate of Completion for the the Project, the form of which is shown on Exhibit "D", which is attached hereto and incorporated herein by this reference ("Certificate of Completion"). Such certification by the Authority shall be a conclusive determination of satisfaction of the requirements and covenants in this Contract with respect to the obligations of Redeveloper to construct its Private Improvements. The Certificate of Completion shall be recorded by the Authority in the office of the Register of Deeds for Hall County, Nebraska. If the Authority shall refuse or fail to provide the certification in accordance with the provisions of this paragraph after being requested to do so by Redeveloper, the Authority

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shall, within fifteen (15) days after written request by Redeveloper, provide Redeveloper with a written statement indicating in what respect Redeveloper has failed to complete its Private Improvements subject to each such certification in accordance with the provisions of this Contract and what measures or acts will be necessary, in the opinion of the Authority, for Redeveloper to take or perform in order to obtain such certification. As used herein, the term "completion" shall mean substantial completion of the Private Improvements, so that they may be reasonably used for their intended purposes.

4. Cost Certification. The Redeveloper shall submit authentic documentation to the Authority on approved forms or format for payment of any expenses related to site acquisition and other Redevelopment Project Costs. The Redeveloper shall timely submit a copy of the signed closing statement for the acquisition of the Project Site, or proof of payment for such site concurrently with the request for payment of Site Acquisition costs.

5. Penal Bond and Insurance. Pursuant to *Neb. Rev. Stat. §18-2151*, Redeveloper shall furnish or cause to be furnished to the Authority, prior to commencement of construction of the Redevelopment Project Improvements, a penal bond in an amount of Twenty Five Thousand and No/100 Dollars (\$25,000) with a corporate surety authorized to do business in the State of Nebraska. Such penal bond shall be conditioned upon the Redeveloper at all times making payment of all amounts lawfully due to all persons supplying or furnishing the Redeveloper, the Redeveloper's contractor, its subcontractors who performed labor or applied materials performed or used in the prosecution of the Private Improvements. Proof of such penal bond shall be supplied to the Authority prior to the start of construction of the Redevelopment Project Improvements.

Any general contractor chosen by the Redeveloper or the Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations. The City, the Authority and the Redeveloper shall be named as additional insured. Any contractor chosen by the Redeveloper or the Redeveloper itself, as owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage and shall include "All Risk" insurance for physical loss or damage. The contractor with respect to any specific contract or the Redeveloper shall also carry insurance on all stored materials. The contractor or the Redeveloper, as the case may be, shall furnish the Authority with a Certificate of Insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the Authority prior written notice in the event of cancellation of or material change in any of the policies.

6. Indemnification. Redeveloper agrees to indemnify, defend and hold the City and the Authority harmless from any and all sums, costs, expenses, damages, claims, judgments, settlements, litigation costs, attorney and professional fees contracted, incurred or paid by the Authority, to the extent the same results from a failure of Redeveloper, its contractor or subcontractors to make payments of all amounts lawfully due to all persons who performed labor or applied materials performed or used in construction of the Redevelopment Project Improvements.

7. Duty to Maintain Improvements. Redeveloper shall, following construction, operate the Private Improvements in a safe and sanitary manner and shall take all action necessary to maintain, in good order, condition and state of repair, all interior and exterior portions of all buildings located upon the Redeveloper Property, including the routine preventive maintenance of the building and its service facilities such as the wiring, plumbing, heating and air conditioning

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systems, interior insect treatment, and all glass including plate glass, exterior doors and automatic doors.

8. Construction Administration. Redeveloper shall be responsible for all components of the Redevelopment Project Improvements, including construction management, coordination of contractors and regulatory permitting and other requirements. The Redeveloper will be solely responsible for payment of all construction costs attributable to the Redevelopment Project Improvements regardless of any expectation for reimbursement hereunder.

9. Timing of Construction. Redeveloper will use commercially reasonable efforts to complete the Private Improvements within eighteen (18) months following the Authority's execution of this Contract (subject to any excusable delay permitted by Paragraph 25 hereof).

10. Payment of Funds. In order to support redevelopment of the Project Site and as an inducement for the Redeveloper to construct the Redevelopment Project Improvements, the Authority agrees, to the extent allowed by law and then only to the extent funds are lawfully available from the issuance of the TIF Notes ("TIF Proceeds") as shown in Exhibit "C", to fund the costs of the Private Improvements in the total amount of the TIF Proceeds less the Authority's costs identified in Paragraph 13. Redeveloper shall submit authentic and satisfactory documentation to the Authority to verify the costs of the Project Site acquisition before any TIF Proceeds will be expended.

11. Issuance of Redeveloper Purchased TIF Note. The Authority shall issue a taxable TIF Notes, the total principal amount of such taxable series of TIF Notes not to exceed Two Million Six Hundred Seventy Five Thousand Nine Hundred Thirteen and no/100 Dollars (\$2,675,913.00). The form of the TIF Note shall be in substantially the form shown on attached Exhibit "E", for net funds available ("TIF Note") to be purchased by Redeveloper ("TIF Note Purchaser"), in a written form acceptable to Authority's attorney, and receive Note Proceeds from the TIF Note Purchaser in said amount. The Authority and Redeveloper agree that the purchase price of the TIF Note and Grant provided in Paragraph 12 may, at the election of the Authority may be offset. The Authority shall have the complete authority to determine the timing of issuing the TIF Note and all the other necessary details of the TIF Note. Redeveloper may assign the TIF Note to a licensed banking institution, but Redeveloper may not sell, transfer, assign or otherwise hypothecate the TIF Note without express written consent of the Authority. Such consent shall not be unreasonably withheld. This restriction shall survive closing and delivery of the said notes. In any event, no assignment shall be approved without prior receipt of an investor letter from the transferee in a form acceptable to legal counsel for the Authority.

No TIF Note shall be issued until the Redeveloper has entered into a binding contract for the acquisition of the Project Site and has entered into a construction contract for commencement of construction of the Private Improvements.

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

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

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

(c) Upon notification from the Authority as described above, the Authority shall make a grant to Redeveloper in the amount of the approved Disbursement Request; in such event, the approved Disbursement Request amount shall offset funding of the Notes. The Registrar shall keep and maintain a record of the amounts deposited into the Project Fund from Notes proceeds pursuant to the terms of this Resolution as "Principal Amount Advanced" and shall enter the aggregate principal amount then Outstanding as the "Cumulative Outstanding Principal Amount" on its records maintained for the Notes. The aggregate amount deposited into the Project Fund from proceeds of the Notes shall not exceed \$2,675,913.00.

12. Use of TIF Proceeds. The TIF Proceeds from TIF Note shall be granted to the Redeveloper and be used to fund the costs of set forth on Exhibit "C".

13. Valuation of Property Within the Redevelopment Project Site. The Authority intends to use the Ad Valorem Tax Provision to generate tax increment financing funds which shall be used to finance the payment of debt service on the TIF Note to fund the Private Improvements in accordance with this Redevelopment Contract. The tax increment is to be derived from the increased valuation, determined in the manner provided for in Article 8, Section 12 of the Constitution of the State of Nebraska and the Act which will be attributable to the redevelopment contemplated under this Contract and within the Project Area. The TIF Tax Revenues which are to be used to pay debt service on the TIF Note will be derived from the increased valuation from redeveloping the Redeveloper Property as provided in this Contract. Redeveloper specifically acknowledges that any protest of the valuation of all or any portion of the Project Area by any party, or a reduction in assessed valuation of all or any portion of the Project Area shall reduce the TIF Tax Revenues available for payment on TIF Note. The Redeveloper specifically acknowledges, as the TIF Note Purchaser, that it bears the entire risk of any reduction in assessed valuation.

14. Debt Service for TIF Notes. The Authority shall, to the extent allowed by law, and then only to the extent funds are lawfully available from TIF Tax Revenues generated by the Project Site pay the TIF Note Purchaser the principal and interest of the TIF Notes. Any debt service on the TIF Notes to be paid from TIF Tax Revenues shall not constitute a general obligation or debt of the City or Authority. Neither the City or Authority shall be liable or be required to reimburse Redeveloper for any costs incurred by Redeveloper in the event this Contract is not approved for any reason, including for reasons alleged to be the fault of the City or Authority. Any excess TIF Tax Revenues resulting from the Ad Valorem Tax Provision on the Project Site not needed or required to pay the TIF Note Purchaser shall be expended by the Authority or returned to the applicable taxing authorities as provided in the Community Development Law. Any shortfall in anticipated TIF funds from the Ad Valorem Tax Provision for any reason whatsoever, specifically including a decline in taxable valuation of the Project Site, shall be borne entirely by the Redeveloper without recourse of any kind against the Authority or the City. The Authority hereby irrevocably pledges the TIF Tax Revenues generated by the Project Site to the payment of the TIF Notes. The Authority shall create a special fund to collect and hold the TIF Tax Revenues. Such special fund shall be used for no purpose other than to pay

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the principal and interest price of the respective TIF Notes. Real Property taxes for the year 2031 on the Project Site shall be paid by the Redeveloper on or before December 31, 2031 and such payment shall be considered TIF Tax Revenues (less any administrative cost authorized to be withheld by the Hall County Treasurer) and shall be used for payment on the TIF Note.

15. Payment of Authority Costs. The Redeveloper shall pay the sum of \$30,000 to the Authority or their Attorney for reimbursement of legal fees incurred by the Authority related to the redevelopment project and issuance of the TIF Notes. The Redeveloper acknowledges the attorney for the Authority is not providing legal representation to the Redeveloper. The Redeveloper shall also pay the sum of \$1,000 to the Authority for reimbursement of costs associated the City of Grand Island making payments and accounting for the TIF Notes issued with this contract.

16. Restriction on Transfer. Redeveloper will not, for a period of fifteen (15) years after the effective date hereof or so long as any TIF Note remains outstanding whichever period of time is shorter (the "Tax Increment Period"), convey the Redeveloper Property or any portion thereof to any entity which will result in such property being exempt from ad valorem taxes levied by the State of Nebraska or any of its subdivisions, unless required to do so by applicable law, including, without limitation, in connection with a condemnation.

17. Financing Creating Encumbrances Restricted. Prior to completion of the Private Improvements, neither Redeveloper, nor any successors in interest with respect to the Redeveloper Property, shall engage in any financing or any other transaction creating any mortgage upon the the Redeveloper Property, whether by express contract or operation of law, or suffer any encumbrance or lien to be made on or attached to the Redeveloper Property, except for the purposes of obtaining funds only to the extent necessary to acquire such property, or design, construct, maintain, repair, replace and insure the Private Improvements, or to refinance said amounts. Redeveloper, or any successor in interest shall notify the Authority in advance of any financing secured by mortgage that it proposes to enter into with respect to Redeveloper Property, and shall promptly notify the Authority of any mortgage that has been created on or attached to the Redeveloper Property whether by voluntary act of Redeveloper or otherwise. Notwithstanding the above, if any involuntary encumbrance or lien is made on or attached to any of the Redeveloper Property and which is contested by Redeveloper, then Redeveloper may defend against such encumbrance or lien, provided that a sufficient Note or security is posted with the Authority, to permit Redeveloper to avoid or prevent foreclosure of such encumbrance or lien. In addition, Redeveloper agrees that prior to completion of the Private Improvements; any loan proceeds secured by any interest in the Redeveloper Property shall be used solely for the payment of costs and expenses related to the development of the Private Improvements.

a. In the event that any foreclosure of any mortgage, deed of trust or other encumbrance should occur prior to the furnishing of a Certificate of Completion or at any time when any casualty damage to the Private Improvements has occurred and has not been fully restored, any party who obtains title to any portion of the Redeveloper Property from or through Redeveloper or the holder of any mortgage or any other purchaser at foreclosure sale shall be obligated to commence construction or reconstruction within three (3) months from the date of acquisition of title by said party and to complete construction or restoration within twenty-four (24) months from the date of such acquisition or, in lieu thereof, the holder of any mortgage or any other purchaser at foreclose sale shall pay to the Authority the amount necessary to fully retire the TIF Note within three (3) months from the date of acquisition of title.

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b. Whenever the Authority shall deliver any notice or demand to Redeveloper with respect to any breach or default by Redeveloper of its obligations or covenants in this Contract, the Authority shall at the same time forward a copy of such notice or demand to each holder of any mortgage at the last address of such holder as shown in the records of the Register of Deeds of Hall County.

c. If thirty (30) days after any notice or demand with respect to any breach or default, such breach or default remains uncured, each such holder shall have the right, at its option, to cure or remedy such breach or default and to add the cost thereof to the mortgage debt and the lien of its mortgage.

d. The rights and obligations of this Contract relating to mortgages of any portion of the Redeveloper Property shall apply to any other type of encumbrance on any of the Redeveloper Property, and any of the stated rights, obligations and remedies of any party relating to mortgage foreclosures shall be applicable to procedures under any deed of trust or similar method of encumbrance.

18. Damage or Destruction of Private Improvements. During the construction period and prior to issuance of the Certificate of Completion, Redeveloper agrees to keep its construction areas, including completed operations areas, insured against loss or damage by fire, and such other risks, casualties, and hazards as are customarily covered by builders' risk or extended coverage policies in an amount not less than the replacement value but allowing for reasonable coinsurance clauses and deductibles. In the event of any insured damage or destruction, Redeveloper agrees to restore the Private Improvements to their prior condition within twelve (12) months from the date of the damage or destruction, and shall diligently pursue the same to completion. In the event Redeveloper fails to restore the same for any reason, Redeveloper shall pay to the Authority the amount of TIF Tax Revenues received by the City in the preceding year times the number of years remaining in the Tax Increment Period. During the Tax Increment Period, Redeveloper shall include by restrictive covenant an enforceable obligation on the Redeveloper or other owner or tenant in possession to maintain property insurance on an extended coverage all-risk basis in an amount not less than the replacement value, allowing for reasonable coinsurance clauses and deductibles and also subject to the Redeveloper or other owner or tenant's obligation to restore their respective Private Improvements to their prior condition within twelve (12) months from the date of the damage or destruction, diligently pursuing the same to completion.

19. Condemnation. If during the Tax Increment Period, all or any portion of the Redeveloper Property is condemned by a condemning authority other than the City, and the condemning authority or its successor in interest would not be obligated to pay real estate taxes upon that portion condemned, the Authority shall be entitled to claim against the condemner an interest in the property equal to the present value of the pro rata share of tax increment indebtedness outstanding as of the date of taking.

20. Representations. Redeveloper represents and agrees that its undertakings, pursuant to this Contract, have been, are, and will be, for the purpose of redevelopment of Redeveloper Property and not for speculation in land holding.

21. Restrictions on Assignments of Rights or Obligations. Redeveloper represents and agrees that prior to completion of the Private Improvements there shall be no sale or transfer of the Redeveloper Property or assignment of Redeveloper's rights or obligations under this Contract to any party without the prior written approval of the Authority (which shall not be unreasonably withheld, conditioned, or delayed), other than leases, mortgages and involuntary transfers by

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reason of death, insolvency, or incompetence. The Authority shall be entitled to require, as conditions to any required approval, that:

- a. Any proposed transferee shall have the qualifications and financial responsibility, as determined by the Authority, necessary and adequate to fulfill the obligations undertaken in this Contract by Redeveloper; and
- b. Any proposed transferee, by instrument satisfactory to the Authority and in form recordable in the Office of the Register of Deeds, shall for itself and its successors and assigns and for the benefit of the Authority, have expressly assumed all of the obligations of Redeveloper under this Contract; and
- c. Copies of the documents addressing items (a) and (b) shall be submitted to the Authority for review, not less than ten (10) days prior a regularly scheduled meeting of the Authority and not less than less than ten (10) days prior to the proposed transfer. If the transfer or any of the documentation in connection therewith is disapproved by the Authority, its disapproval and reasons therefore shall be indicated to Redeveloper in writing.

22. Representations and Warranties of Parties.

- a. Redeveloper represents and warrants to Authority as follows:

- i. Organization; Power; Good Standing. Redeveloper is a limited liability company duly organized and validly existing in good standing under the laws of _____. Redeveloper is qualified to do business in the State of Nebraska and has all requisite power and authority to own and operate its properties and carry on its business as now being conducted and to enter into this Contract and perform the obligations hereunder.
- ii. Authority Relative to Contract. This Contract has been duly executed and delivered by Redeveloper and constitutes a legal, valid and binding obligation of Redeveloper, enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws affecting the enforcement of creditor's rights generally, or by judicial discretion in connection with the application of equitable remedies.
- iii. Effect of Contract. The execution, delivery and performance of this Contract by Redeveloper has been duly authorized by all necessary action by Redeveloper and except as provided in this Contract will not require the consent, waiver, approval, license or authorization of any person or public authority, and will not violate any provision of law applicable to Redeveloper, and will not violate any instrument, contract, order, judgment, decree, statute, regulation, or any other restriction of any kind to which Redeveloper is a party.

- b. Authority represents and warrants to Redeveloper as follows:

- i. Authority Relative to Contract. This Contract has been duly executed and delivered by the Authority and constitutes a legal, valid and binding obligation of the Authority, enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws affecting the enforcement of creditor's rights generally, or by judicial discretion in connection with the application of equitable remedies.
- ii. Effect of Contract. The execution, delivery and performance of this

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Contract by Authority have been duly authorized by all necessary action by the Authority and except as provided in this Contract will not require the consent, waiver, approval, license or authorization of any person or public authority, and will not violate any provision of law applicable to the Authority, and will not violate any instrument, contract, order, judgment, decree, statute, regulation, or any other restriction of any kind to which the Authority is a party.

23. Remedies. General Remedies of Authority and Redeveloper.

Subject to the further provisions of this Paragraph 23, in the event of any failure to perform or breach of this Redevelopment Contract or any of its terms or conditions, by any party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Contract shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Contract, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations. The Redeveloper hereby acknowledges and agrees that the Authority shall have completed its required performances and satisfied all of its obligations under this Redevelopment Contract upon the issuance of the Indebtedness and the subsequent payment of grant amounts to the Redeveloper as set forth in Paragraph 12 hereof and by complying with the obligations of all Redevelopment Contract Amendments.

a. Additional Remedies of Authority

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

i the Redeveloper, or its successor in interest, shall fail to commence the construction of the improvements included in the Project Costs on or before December 1, 2015, or shall abandon construction work related to the Project Costs, once commenced, for any period of 180 days, excepting delays caused by inclement weather,

ii the Redeveloper, shall fail to pay real estate taxes or assessments on the Redevelopment Project Property owned by the Redeveloper or any part thereof when due; and

iii there is a violation of any other provision of this Redevelopment Contract, and such failure or action by the Redeveloper has not been cured within 90 days following written notice from Authority, then the Redeveloper shall be in default of this Redevelopment Contract.

In the event of such failure to perform, breach or default occurs and is not cured in the period herein provided, the parties agree that the damages caused to the Authority would be

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difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the grant to Redeveloper pursuant to Paragraph 12 of this Redevelopment Contract, less any reductions in the principal amount of the Indebtedness, plus interest on such amounts as provided herein (the "**Liquidated Damages Amount**"). Upon the occurrence of an event of default, the Liquidated Damages Amount shall be paid by Redeveloper to Authority within 30 days of demand from Authority given to the Redeveloper.

Interest shall accrue on the Liquidated Damages Amount at the rate of nine percent (9%) per annum and interest shall commence from the date that the Authority gives notice to the Redeveloper demanding payment.

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

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

b. Remedies in the Event of Other Redeveloper Defaults.

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

c. Forced Delay Beyond Party's Control.

For the purposes of any of the provisions of this Redevelopment Contract, neither the Authority nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the conveyance or preparation of the Redevelopment Area or any part thereof for redevelopment, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and

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without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Authority or of the Redeveloper with respect to construction of the Project, as the case may be, shall be extended for the period of the forced delay: Provided, that the party seeking the benefit of the provisions of this section shall, within thirty (30) days after the beginning of any such forced delay, have first notified the other party thereto in writing, and of the cause or causes thereof and requested an extension for the period of the forced delay.

d. Limitations of Liability; Indemnification.

Notwithstanding anything in this Paragraph 23 or this Redevelopment Contract to the contrary, neither the City, the Authority, nor their respective elected officials, officers, directors, appointed officials, employees, attorneys, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. The sole obligation of the Authority under this Redevelopment Contract shall be the issuance of the Indebtedness and granting of a portion of the proceeds thereof to Redeveloper, and full compliance with the terms specifically set forth Paragraphs 11 and 12 hereof and payment of TIF Revenues pledged pursuant to the Resolution. The Redeveloper releases the City and Authority from, agrees that neither the City nor Authority shall be liable for, and agrees to indemnify and hold the City and Authority harmless from any liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project.

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

24. Waiver. The parties shall have the right to institute actions or proceedings as they may deem necessary to enforce this Contract. Any delay in instituting any action or otherwise asserting rights under this Contract shall not operate as a waiver of rights or limit rights in any way.

25. Redeveloper Performance. The parties specifically agree that a substantial inducement for the Authority to provide the grant set forth in Paragraph 12 hereof is the promise of the Redeveloper to hire employees and operate a hatchery business on the Redevelopment Project Area. Therefore, the Redeveloper shall, within 18 months from the execution of this Redevelopment Contract:

Hatchery Holdings, LLC

- a. Employ ____ individuals, with the specific requirement that 51% or more of such individuals be low to moderate income as determined by the Nebraska Department of Economic Development; and
- b. Actively operate a hatchery business on the Redevelopment Area for a period of 15 years from October 1, 2017.

26. Contract to Pay Taxes. Redeveloper agrees to pay all real property taxes levied upon the Redeveloper Property and Private Improvements prior to the time the taxes become delinquent. The contractual obligation by Redeveloper to pay such taxes prior to delinquency shall cease upon expiration of the Tax Increment Period, but the Authority in no way waives the statutory obligation to continue to pay real estate taxes. This provision shall not be deemed a waiver of the right to protest or contest the valuation of the lots or improvements for tax purposes, except as such right is otherwise restricted by this Contract.

27. Rights and Remedies Cumulative. The rights and remedies of the parties to this Contract shall be cumulative and the exercise by either party of anyone or more remedies shall not preclude the exercise by it of any other remedies for any other default or breach by the other party. A waiver of any right of either party conferred by this Contract shall be effective only if in writing and only to the extent specified in writing.

28. Authority Representatives Not Individually Liable. No official or employee of the Authority shall be personally liable to Redeveloper or any successors in interest due to any default or breach by the Authority under the terms of this Contract.

29. Notices and Demands. A notice under this Contract by a party to the other party shall be deemed delivered on the date it is postmarked, sent postage prepaid, certified or registered mail, or delivered personally to Hatchery Holdings, LLC, at 5800 Merle Hay Road, Suite 14, P.O. Box 394, Johnston, IA 50131; and to the Authority at Community Redevelopment Authority of Grand Island P.O. Box 1968, Grand Island, NE, 68802-1968, Attention: Regional Planning Director, with a copy to Michael L. Bacon, Bacon and Vinton, LLP, Post Office Box 208, Gothenburg, NE 69138, or at such other address with respect to either party as that party may from time to time designate in writing and notify the other as provided in this section.

30. Access to Project Site. During construction of the Private Improvements, Redeveloper shall permit the representatives of the Authority to enter all areas of the Redeveloper Property and at any and all reasonable times, as the Authority may deem necessary for the purposes of inspection of work being performed in connection with the construction of the facility.

31. Provisions Run With the Land. This Contract shall run with the Redeveloper Property and shall inure to and bind the parties and their successors in interest. This Redevelopment Contract or a Memorandum hereof shall be recorded, by the Authority, with the Register of Deeds of Hall County, Nebraska, against the Redeveloper Property at the Redeveloper's expense.

32. Headings. Headings of the sections of this Contract are inserted for convenience only and shall be disregarded in interpreting any of its provisions.

33. Severance and Governing Law. Invalidation of any provision of this Contract by judgment or court order shall not affect any other provisions which shall remain in full force and effect. This Contract shall be construed and governed by the laws of Nebraska.

34. Expiration of Contract. Unless otherwise stated herein, this Contract shall expire upon expiration of the Tax Increment Period, or retirement in full of the TIF Notes, whichever first occurs; provided the Authority and Redeveloper agree to execute any release necessary to be filed of record to evidence such expiration or termination, unless otherwise stated herein.

Hatchery Holdings, LLC

35. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Contract, but shall be interpreted according to the application of rules of interpretation of contracts generally.

36. Counterparts. This Contract may be executed in one or more counterparts which, when assembled, shall constitute an executed original hereof.

37. Nondiscrimination. Redeveloper, its successors and transferees agree that, as long as the TIF Note is outstanding, it will not discriminate against any person or group of persons on account of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Redevelopment Project. Redeveloper, its successors and transferees, agrees that during the construction of the Redevelopment Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance, and further agrees to require that its contractor and subcontractors shall agree to conform to said requirements. Redeveloper will comply with all applicable federal, state and local laws related to the Redevelopment Project. For purposes of this paragraph, discrimination shall mean discrimination as defined by the laws of the United States and the State of Nebraska.

38. Audit and Review. Redeveloper shall be subject to audit by the Authority and shall make available to the Authority or its designee copies of all financial and performance related records and materials germane to this Contract. The Authority shall cooperate and make available to the Redeveloper or its agent copies of all financial and performance related records and materials germane to the Project Account and the TIF Proceeds.

39. Evidence of Financial Ability of Redeveloper. The Authority acknowledges that the Redeveloper has previously provided to the Authority, on a confidential and privileged basis, evidence of availability of the specific amount of finances necessary for purposes of carrying out the commitment of the Redeveloper in connection with the Project Site.

40. Effective Date. For purposes of determining the effective date as stated in *Neb. Rev. Stat.* §18-2147, the effective date of this Contract shall be January 1, 2017. The parties acknowledge that the rehabilitation contemplated hereby will extend substantially into the 2017 calendar year. For all other purposes, this Contract shall be effective on the date the last party hereto executes this Contract.

41. Immigration Requirement. The Redeveloper agrees that any contractor for the Project shall be required to agree to use a federal immigration verification system (as defined in Nebraska Revised Statute §4-114) to determine the work eligibility status of new employees physically performing services on the Project and to comply with all applicable requirements of Nebraska Revised Statute §4-114.

42. Relocation Expenses. The Redeveloper agrees to indemnify and hold the City and the Authority harmless from any and all liability to the extent resulting from the Redeveloper's failure to make payments of all amounts lawfully due to all persons, firms, or organizations under any city, state or federal relocation laws or regulation in connection with the Project Site. The terms of this section shall survive any termination of this Contract.

[The remainder of this page is intentionally left blank]

Hatchery Holdings, LLC

Executed by **Authority** this ____ day of _____, 2015.

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

Chair or Vice Chair

ATTEST:

Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____ Chair (or Vice Chair) of the Community Redevelopment Authority of the City of Grand Island, Nebraska.

Notary Public

Hatchery Holdings, LLC

Executed by **Redeveloper** this _____ day of _____, 2015

HATCHERY HOLDINGS, LLC, a
_____ limited liability company

By: _____
Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, the Manager of **Hatchery Holdings, LLC**, a _____ limited liability company, on behalf of the limited liability company.

Notary Public

Hatchery Holdings, LLC

Exhibit "A"

REDEVELOPER PROPERTY

[To be determined]

Hatchery Holdings, LLC

Exhibit "B"
PROJECT SITE PLAN

Hatchery Holdings, LLC

Exhibit “C”

USES AND SOURCES OF FUNDS

PUBLIC IMPROVEMENTS AND ELIGIBLE PRIVATE IMPROVEMENTS
- USES OF FUNDS-

Project Sources and Uses.
Use of Funds.

Use of Funds.			
Description	Eligible for TIF Funds	Private Funds	Total
Site Acquisition	\$1,600,000		\$1,600,000
Utilities/On Site Improvements	\$444,313	359,687	\$804,000
Legal Private	\$250,000		\$250,000
Legal CRA Cost	\$30,000		\$30,000
Fees ¹	\$1,600		\$1,600
Architecture	\$350,000		\$350,000
Building Construction Costs		\$10,034,000	\$10,034,000
Soft Costs		\$610,000	\$610,000
Personal Property		\$6,000,000	\$6,000,000
TOTALS	\$2,675,913	\$17,003,687	\$19,679,600

Hatchery Holdings, LLC

Exhibit "D"

**CERTIFICATE OF COMPLETION OF
PRIVATE IMPROVEMENTS**

KNOW ALL PEOPLE BY THESE PRESENTS: That the Community Redevelopment Authority of the City of Grand Island, Nebraska, hereinafter called "Authority", hereby makes the conclusive determination and certification that, with regard to the following real property situated in the City of Grand Island, Hall County, Nebraska, to wit ("Redeveloper Property"):

[To be determined]

all the improvements required to be constructed upon the above-described Redeveloper Property have been satisfactorily completed in accordance with the requirements of the REDEVELOPMENT CONTRACT with Hatchery Holdings, LLC, dated _____ ("Contract") by and between the **COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA**, , and Hatchery Holdings, LLC, a Nebraska limited liability company ("Redeveloper"), said Contract with an effective date of January 1, 2017, and recorded as Instrument No. _____, in the office of the Register of Deeds for Hall County, Nebraska.

The Authority further makes the conclusive determination that the Private Improvements (as defined in the Contract) to the above-described Redeveloper Property are presently in conformance with the Contract.

IN WITNESS WHEREOF, the Authority and Redeveloper have executed this instrument this _____ day of _____, 201_.

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

ATTEST:

Secretary

By: _____
Chair

Hatchery Holdings, LLC

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this ____ day of _____, 201__, _____, Chair of the Redevelopment Authority of the City of Grand Island, Nebraska, on behalf of the Authority.

“Redeveloper”

Hatchery Holdings, LLC, a _____
limited liability company qualified to do
business in the state of Nebraska

By: _____
Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201__, by _____, the Manager of **Hatchery Holdings, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.

Hatchery Holdings, LLC

Exhibit "E"

(FORM OF NOTE)

**UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF HALL**

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

**TAX INCREMENT DEVELOPMENT REVENUE NOTE
(HATCHERY HOLDINGS PROJECT), SERIES 2015**

Series No. R-1

**Total of Series of Notes not to exceed \$2,675,913.00
(subject to reduction as described herein)**

**Date of
Original Issue**

**Date of
Maturity**

**Rate of
Interest**

December 31, 2031

?.?%

REGISTERED OWNER: HATCHERY HOLDINGS, LLC

PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO

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

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

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

[S E A L]

By: _____ (manual signature)
Chairman

Hatchery Holdings, LLC

By: _____ (manual signature)
Secretary

The **COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA** (the “**Authority**”) acknowledges itself indebted to, and for value received hereby promises to pay, but solely from certain specified tax revenues and other funds hereinafter specified, to the Registered Owner named above, or registered assigns, on the Date of Maturity stated above (or earlier as hereinafter referred to), the Principal Amount on Schedule 1 attached hereto upon presentation and surrender hereof at the office of the registrar and paying agent herefor, the Treasurer of the City of Grand Island, Nebraska (the “**Registrar**”), and in like manner to pay interest on the Cumulative Outstanding Principal Amount reflected in **Schedule 1** at the Rate of Interest stated above, calculated on the basis of a 360-day year consisting of twelve, 30-day months, from the Date of Original Issue stated above, or the most recent interest payment date to which interest has been paid or duly provided for, as specified below, to maturity or earlier redemption, payable semiannually on June 1 and December 1 of each year until payment in full of such Principal Amount, beginning June 1, 2018, by check or draft mailed to the Registered Owner hereof as shown on the Note registration books maintained by the Registrar on the 15th day of the month preceding the month in which the applicable interest payment date occurs, at such Owner’s address as it appears on such Note registration books. The principal of this Note and the interest hereon are payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

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

THE PRINCIPAL AMOUNT OF THIS NOTE IS SET FORTH IN SCHEDULE 1 ATTACHED HERETO. [THE MAXIMUM PRINCIPAL AMOUNT OF THIS SERIES OF NOTES IS \$2,675.913.]

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

Hatchery Holdings, LLC

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

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

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

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

Hatchery Holdings, LLC

thereof.

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

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

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

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

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

[The remainder of this page intentionally left blank]

Hatchery Holdings, LLC

(FORM OF ASSIGNMENT)

ASSIGNMENT

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

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

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

Dated: _____

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

Signature Guaranteed By:

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

By: _____
Title: _____

[The remainder of this page intentionally left blank]

Hatchery Holdings, LLC

SCHEDULE 1

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

**COMMUNITY REDEVELOPMENT AUTHORITY OF
THE CITY OF GRAND ISLAND, NEBRASKA
HATCHERY HOLDINGS REDEVELOPMENT PROJECT
TAX INCREMENT DEVELOPMENT REVENUE NOTE, SERIES R-1 2015**

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

Hatchery Holdings, LLC



City of Grand Island

Tuesday, October 13, 2015

Council Session

Item F-1

#9560 - Consideration of Proposed Changes to Salary Ordinance

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: October 13, 2015

Subject: Salary Ordinance

Presenter(s): Aaron Schmid, Human Resources Director

Background

The salary ordinance for employees of the City of Grand Island comes before Council when changes are necessary. The following explains the two (2) changes to the salary ordinance.

Discussion

The first item is the renaming of the Stormwater Technician position to Stormwater Program Manager. The title change will more accurately reflect the position and support recruiting efforts to fill the position. No changes to job duties or salary will be made.

The second item is a change to how shift differential premium pay is determined for Senior Public Safety Dispatchers and Public Safety Dispatchers. Currently, Dispatchers must work a complete shift on 2nd shift (3p-11p) or 3rd shift (11p-7a) to receive the shift differential premium. The change will allow shift differential premium pay for any hours worked on 2nd and 3rd shifts. This change will help support greater flexibility in staffing coverage and provide a mutual beneficial to the employees.

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 Salary Ordinance #9560.

Sample Motion

Move to approve Salary Ordinance #9560.

ORDINANCE NO. 9560

An ordinance to amend Ordinance 9549 known as the Salary Ordinance which lists the currently occupied classifications of officers and employees of the City of Grand Island, Nebraska and established the ranges of compensation of such officers and employees; ~~to add the non-union position and salary range of Victim/Witness Advocate; to amend the salary ranges of non-union employees; to rename the IBEW Service/Clerical position of Stormwater Technician to Stormwater Program Manager; to amend the shift differential for the IBEW Service/Clerical position of Public Safety Dispatcher; to amend the shift differential for the non-union position of Senior Public Safety Dispatcher; to amend the salary ranges of employees covered under the AFSCME labor agreement; to amend the salary ranges of employees covered under the IBEW Utilities, IBEW Finance, IBEW Wastewater and the IBEW Service Clerical labor agreements; to amend the salary ranges of employees covered under the FOP labor agreement; to amend the salary ranges of employees covered under the IAFF labor agreement;~~ and to repeal those portions of Ordinance No. 9549 and any parts of other ordinances in conflict herewith; to provide for severability; to provide for the effective date thereof; and to provide for publication of this ordinance in pamphlet form.

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

SECTION 1. The currently occupied classifications of officers and general employees of the City of Grand Island, and the ranges of compensation (salary and wages, excluding shift differential as provided by Personnel Rules & Regulations) to be paid for such classifications, and the number of hours and work period which certain officers and general employees shall work prior to overtime eligibility are as follows:

Approved as to Form	<input checked="" type="checkbox"/> _____
October 9, 2015	<input checked="" type="checkbox"/> City Attorney

ORDINANCE NO. 9560(Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accountant	23.5633/33.7228	Exempt
Accounting Technician – Solid Waste	19.5260/23.5936	40 hrs/week
Assistant to the City Administrator	22.9200/32.2648	Exempt
Assistant Finance Director	32.9968/47.6559	Exempt
Assistant Public Works Director / Manager of Engineering Services	34.0370/51.6755	Exempt
Assistant Utilities Director – Distribution	48.7903/69.3328	Exempt
Assistant Utilities Director – Production	52.8344/75.1064	Exempt
Assistant Utilities Director – Transmission	52.8344/75.1064	Exempt
Attorney	29.3208/45.2405	Exempt
Biosolids Technician	18.5804/27.3972	40 hrs/week
Building Department Director	34.3474/50.2154	Exempt
CADD Operator	21.0997/30.3529	40 hrs/week
Cemetery Superintendent	21.3846/33.6384	Exempt
City Administrator	69.4139/81.0483	Exempt
City Attorney	41.5086/59.8505	Exempt
City Clerk	28.7959/41.4076	Exempt
Civil Engineer I	28.4483/41.1268	Exempt
Civil Engineer II	32.9968/47.6559	Exempt
Civil Engineering Manager – Utility PCC	35.9394/53.7496	Exempt
Collection System Supervisor	23.5416/33.4641	40 hrs/week
Community Service Officer	15.0188/21.2122	40 hrs/week
Custodian – Library, Police	13.7301/19.7513	40 hrs/week
Customer Service Representative – Part time	9.0721/13.6081	40 hrs/week
Customer Service Team Leader	19.8856/27.1643	Exempt
Electric Distribution Superintendent	36.9413/50.3850	Exempt
Electric Distribution Supervisor	31.1960/42.5738	40 hrs/week
Electric Underground Superintendent	32.8985/44.8796	Exempt
Electrical Engineer I	28.4483/41.1268	Exempt
Electrical Engineer II	32.9968/47.6559	Exempt
Emergency Management Deputy Director	24.4553/36.9584	Exempt
Emergency Management Director	34.8053/52.5845	Exempt
Engineer I – Public Works	30.9998/43.6156	Exempt
Engineer I – WWTP	30.9998/43.6156	Exempt
Engineering Technician - WWTP	20.5756/29.0698	40 hrs/week

ORDINANCE NO. 9560(Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Equipment Operator - Solid Waste	17.6593/26.2408	40 hrs/week
Finance Director	40.3733/63.5433	Exempt
Finance Operations Supervisor	21.4328/30.3065	Exempt
Fire Chief	38.9843/61.0493	Exempt
Fire EMS Division Chief	34.5645/48.9259	Exempt
Fire Operations Division Chief	34.5645/48.9259	Exempt
Fire Prevention Division Chief	34.4808/46.9413	Exempt
Fleet Services Shop Foreman	23.2034/34.9990	40 hrs/week
GIS Coordinator - PW	25.8244/39.2199	40 hrs/week
Golf Course Superintendent	24.8718/35.8958	Exempt
Grounds Management Crew Chief – Cemetery	19.0220/30.1640	40 hrs/week
Grounds Management Crew Chief – Parks	20.0248/30.3237	40 hrs/week
Human Resources Director	35.1215/52.0396	Exempt
Human Resources Benefits/Risk Mgmt Coordinator	20.8994/33.9014	40 hrs/week
Human Resources Recruiter	20.8994/33.9014	40 hrs/week
Human Resources Specialist	20.8994/33.9014	40 hrs/week
Information Technology Manager	34.8074/55.1841	Exempt
Legal Secretary	20.6847/27.9549	40 hrs/week
Librarian I	18.7455/26.3274	Exempt
Librarian II	20.7590/29.5255	Exempt
Library Assistant I	12.6595/18.2957	40 hrs/week
Library Assistant II	15.6447/22.1478	40 hrs/week
Library Assistant Director	31.5904/49.4024	Exempt
Library Director	39.7504/58.9620	Exempt
Library Page	8.2000/11.6159	40 hrs/week
Library Secretary	15.7519/22.3860	40 hrs/week
Maintenance Worker – Golf	15.6208/24.9970	40 hrs/week
Meter Reader Supervisor	19.2174/28.0738	Exempt
MPO Program Manager	24.7948/36.8559	Exempt
Office Manager – Police Department	17.9564/26.4955	40 hrs/week
Parks and Recreation Director	38.4511/60.0943	Exempt
Parks Superintendent	27.2713/41.6346	Exempt
Payroll Specialist	18.7997/28.1091	40 hrs/week
Planning Director	37.6723/57.6708	Exempt
Police Captain	34.9429/49.7333	Exempt

ORDINANCE NO. 9560(Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Police Chief	42.1654/61.0493	Exempt
Power Plant Maintenance Supervisor	31.5808/44.6375	Exempt
Power Plant Operations Supervisor	35.6296/50.2981	Exempt
Power Plant Superintendent – Burdick	38.2626/54.3581	Exempt
Power Plant Superintendent – PGS	44.1110/62.6376	Exempt
Public Information Officer	26.1389/39.4498	Exempt
Public Works Director	40.8216/63.4845	Exempt
Public Works Engineer	32.3635/46.7971	Exempt
Receptionist	15.7641/24.1323	40 hrs/week
Recreation Coordinator	20.5951/30.9711	Exempt
Recreation Superintendent	31.4938/47.9823	Exempt
Regulatory and Environmental Manager	31.0686/45.7759	Exempt
Senior Electrical Engineer	36.1078/52.1496	Exempt
Senior Public Safety Dispatcher	18.8259/24.8656	40 hrs/week
Senior Utility Secretary	16.0493/22.9174	40 hrs/week
Shooting Range Superintendent	25.2951/39.5535	Exempt
Solid Waste Division Clerk - Full Time	18.6018/22.8997	40 hrs/week
Solid Waste Division Clerk - Part Time	16.5628/20.7941	40 hrs/week
Solid Waste Foreman	21.2589/30.4054	40 hrs/week
Solid Waste Superintendent	30.2660/46.2916	Exempt
Street Superintendent	27.9816/42.5650	Exempt
Street Foreman	22.6046/34.1031	40 hrs/week
Turf Management Specialist	22.3531/31.6433	40 hrs/week
Utilities Director	72.3810/96.4843	Exempt
Utility Production Engineer	36.9261/54.4330	Exempt
Utility Warehouse Supervisor	25.1009/35.8566	40 hrs/week
Victim Assistance Unit Coordinator	14.8356/22.1980	40 hrs/week
Victim/Witness Advocate	13.5989/20.3476	40 hrs/week
Wastewater Plant Chief Operator	23.0656/31.4978	40 hrs/week
Wastewater Plant Engineer	33.6168/48.9736	Exempt
Wastewater Plant Operations Engineer	32.3635/46.2278	Exempt
Wastewater Plant Maintenance Supervisor	24.9808/33.6386	40 hrs/week
Wastewater Plant Regulatory Compliance Manager	26.5131/37.8945	Exempt
Water Superintendent	30.5735/45.3774	Exempt
Water Supervisor	24.1795/35.0998	40 hrs/week

ORDINANCE NO. 9560(Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Worker / Seasonal	8.0000/20.0000	Exempt
Worker / Temporary	8.0000/20.0000	40 hrs/week

A shift differential of \$0.25 per hour shall be added to the base hourly wage for persons in the employee classification Senior Public Safety Dispatcher who work ~~a complete shift any~~ hours or portion thereof that begins between 3:00 p.m. and 11:00 p.m. Employees who work ~~full~~ shifts any hours or portion thereof from 11:00 p.m. to 7:00 a.m. will receive a shift differential of \$0.25 per hour. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay.

SECTION 2. The currently occupied classifications of employees of the City of Grand Island included under the AFSCME labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the AFSCME labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Equipment Operator – Streets	17.6592/26.1596	40 hrs/week
Fleet Services Mechanic	19.8687/29.4370	40 hrs/week
Horticulturist	19.6840/29.2153	40 hrs/week
Maintenance Worker – Cemetery	16.9683/25.1576	40 hrs/week
Maintenance Worker – Parks	16.7768/24.8881	40 hrs/week
Maintenance Worker – Streets	16.6527/24.6864	40 hrs/week
Senior Equipment Operator – Streets	19.0833/28.3039	40 hrs/week
Senior Maintenance Worker – Streets	18.9955/28.1736	40 hrs/week
Traffic Signal Technician	18.9078/28.0436	40 hrs/week

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SECTION 3. The currently occupied classifications of employees of the City of Grand Island included under the IBEW labor agreements, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW labor agreements shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Clerk	16.5539/21.9059	40 hrs/week
Cashier	15.4142/21.0044	40 hrs/week
Custodian	16.8533/19.9014	40 hrs/week
Electric Distribution Crew Chief	32.2470/41.0121	40 hrs/week
Electric Underground Crew Chief	32.2470/41.0121	40 hrs/week
Engineering Technician I	19.7395/28.2435	40 hrs/week
Engineering Technician II	24.4019/33.4582	40 hrs/week
Instrument Technician	29.9500/39.5665	40 hrs/week
Lineworker Apprentice	21.7042/31.8251	40 hrs/week
Lineworker First Class	31.6997/37.4917	40 hrs/week
Materials Handler	23.4211/31.3954	40 hrs/week
Meter Reader	18.1497/23.6678	40 hrs/week
Meter Technician	24.4611/30.2316	40 hrs/week
Payroll Clerk	16.5539/21.9059	40 hrs/week
Power Dispatcher I	28.4126/39.5046	40 hrs/week
Power Dispatcher II	29.8421/41.4857	40 hrs/week
Power Plant Maintenance Mechanic	28.9972/36.1069	40 hrs/week
Power Plant Operator	31.7732/37.0102	40 hrs/week
Senior Accounting Clerk	18.5174/24.2563	40 hrs/week
Senior Engineering Technician	31.7854/38.8983	40 hrs/week
Senior Materials Handler	28.3828/37.0215	40 hrs/week
Senior Meter Reader	21.4958/25.5129	40 hrs/week
Senior Power Dispatcher	35.5564/48.7934	40 hrs/week
Senior Power Plant Operator	34.8313/44.6525	40 hrs/week
Senior Substation Technician	38.6369/40.0443	40 hrs/week
Senior Water Maintenance Worker	23.7409/31.2614	40 hrs/week
Substation Technician	35.7676/37.1874	40 hrs/week

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Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Systems Technician	31.5213/40.0443	40 hrs/week
Tree Trim Crew Chief	29.0629/36.0920	40 hrs/week
Utility Electrician	27.8916/36.6549	40 hrs/week
Utility Technician	26.9776/37.9478	40 hrs/week
Utility Warehouse Clerk	21.0186/25.9320	40 hrs/week
Water Maintenance Worker	19.4013/26.8300	40 hrs/week
Wireworker I	22.8595/32.3233	40 hrs/week
Wireworker II	31.6997/37.4917	40 hrs/week

SECTION 4. The currently occupied classifications of employees of the City of Grand Island included under the FOP labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the FOP labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	
Police Officer	20.3647/31.1988	
Police Sergeant	25.4884/38.2746	

OVERTIME ELIGIBILITY

The City has reserved its right to the utilization of the 207(k) FLSA exemption and will implement this as the hours of work effective the first full pay period following the execution of the labor agreement. The pay period for purposes of calculating overtime shall consist of a fourteen (14) day cycle that runs concurrent with the City's current payroll cycle. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked, vacation, personal leave and holiday hours. Employees shall be eligible for overtime when they exceed their hours scheduled for work in the fourteen (14) day pay cycle with a minimum of

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eighty (80) hours. There shall also be established for each employee in the bargaining unit a Training and Special Events bank of thirty (30) hours per individual per contract year. Each employee may be scheduled for training or special event duty with a minimum of seven (7) days notice prior to the commencement of the pay period and the training and special events bank hours may be added to the eighty (80) hour, two (2) week pay period up to eighty-six (86) hours and these hours shall not be eligible for overtime. Training and special events hours worked in excess of eighty-six (86) hours in a two week pay period will be eligible for overtime, but will not be subtracted from the Training and Special Events bank. All work completed after eighty (80) hours in a pay period that is performed for work that is funded by grants from parties outside or other than the City of Grand Island, shall be paid overtime for the time worked after eighty (80) hours, if the time is funded at overtime rates by the grant. Any such grant hours are not deducted from the Training and Special Events bank.

SECTION 5. The currently occupied classifications of employees of the City of Grand Island included under the IAFF labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the IAFF labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Fire Captain	19.3620/26.8470	212 hrs/28 days
Firefighter / EMT	14.5913/21.1752	212 hrs/28 days
Firefighter / Paramedic	16.4433/23.2233	212 hrs/28 days
Life Safety Inspector	22.1598/31.4421	40 hrs/week
Shift Commander	23.4973/30.7513	212 hrs/28 days

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IAFF employees, with the exception of the Life Safety Inspector, will be eligible for overtime pay for hours worked in excess of 212 hours in each 28-day pay period, unless recall or mandatory overtime is required as specified in the IAFF labor agreement. When an employee is assigned as an Apparatus Operator (not including ambulance or service vehicles) for an entire 24 hour shift, the employee will receive an additional fifty cents (\$.50) per hour.

SECTION 6. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW-WWTP labor agreement, and the ranges of compensation salary and wages, excluding shift differential as provided by contract, to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW-WWTP labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – WWTP	16.6792/23.4693	40 hrs/week
Equipment Operator – WWTP	17.6458/24.8295	40 hrs/week
Maintenance Mechanic I	18.0428/25.3881	40 hrs/week
Maintenance Mechanic II	20.5493/28.9150	40 hrs/week
Maintenance Worker – WWTP	18.3529/25.8245	40 hrs/week
Wastewater Clerk	14.2480/20.0481	40 hrs/week
Wastewater Plant Laboratory Technician	19.3409/27.2145	40 hrs/week
Wastewater Plant Operator I	16.8551/23.7171	40 hrs/week
Wastewater Plant Operator II	18.8456/26.5178	40 hrs/week

Employees covered under the IBEW Wastewater Treatment Plant labor agreement who are regularly scheduled to work swing shift will receive an additional 15 cents (\$0.15) per hour; employees who are regularly scheduled to work graveyard shift will receive an additional 25 cents (\$0.25) per hour for wages attributable to those shifts. One lead Maintenance Worker

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covered under the IBEW Wastewater Treatment Plant labor agreement may receive forty dollars (\$40) per pay period stipend.

SECTION 7. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW-Service/Clerical labor agreement, and the ranges of compensation salary and wages to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW-Service/Clerical labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – Streets	17.6953/23.6213	40 hrs/week
Accounts Payable Clerk	16.5436/23.9354	40 hrs/week
Administrative Assistant	17.9647/25.7664	40 hrs/week
Administrative Assistant - Parks	17.4699/24.8277	40 hrs/week
Audio Video Technician	17.9640/25.3425	40 hrs/week
Building Inspector	21.1769/30.0475	40 hrs/week
Building Secretary	16.2724/23.1257	40 hrs/week
Community Development Administrator	19.5714/28.1399	40 hrs/week
Community Development Specialist	17.9647/25.7664	40 hrs/week
Computer Operator	21.6171/28.4170	40 hrs/week
Computer Programmer	23.2129/34.0191	40 hrs/week
Computer Technician	22.2655/29.2700	40 hrs/week
Crime Analyst	19.7328/28.0138	40 hrs/week
Electrical Inspector	21.1769/30.0475	40 hrs/week
Emergency Management Coordinator	17.4699/24.8277	40 hrs/week
Engineering Technician – Public Works	20.8417/29.3937	40 hrs/week
Evidence Technician	15.9999/23.4138	40 hrs/week
Finance Secretary	16.2724/23.1258	40 hrs/week
GIS Coordinator	25.2853/35.4803	40 hrs/week
Maintenance Worker I – Building, Library	16.1251/21.8229	40 hrs/week
Maintenance Worker II – Building, Police	16.9931/23.0359	40 hrs/week
Planning Secretary	16.2724/23.1258	40 hrs/week
Planning Technician	22.3861/31.4963	40 hrs/week
Plans Examiner	21.6952/30.7830	40 hrs/week

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Plumbing Inspector	21.1769/30.0475	40 hrs/week
Police Records Clerk – Full Time	14.5968/20.3181	40 hrs/week
Public Safety Dispatcher	16.0865/23.4979	40 hrs/week
Shooting Range Operator	22.2151/30.1130	40 hrs/week
Stormwater Technician Program Manager	21.0996/29.7575	40 hrs/week
Utility Secretary	16.2724/23.1258	40 hrs/week

A shift differential of \$0.15 per hour shall be added to the base hourly wage for persons in the employee classification Public Safety Dispatcher who work ~~a complete shift that begins any~~ hours or a portion thereof between 3:00 p.m. and 11:00 p.m. Employees who work ~~full shifts any~~ hours or portion thereof from 11:00 p.m. to 7:00 a.m. will receive a shift differential of \$0.25 per hour. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay. A shift differential of \$0.25 per hour shall be added to the base hourly wage for persons who work rotating shifts covered by the IBEW Utilities labor agreement in the employee classifications of Power Dispatcher I, Power Dispatcher II, Power Plant Operator, Senior Power Dispatcher and Senior Power Plant Operator.

SECTION 8. The classification of employees included under labor agreements with the City of Grand Island, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees shall work prior to overtime eligibility are as stated above. All employees covered by the IAFF labor agreement, except Life Safety Inspector, will be credited five hundred twenty-five dollars (\$525) annual credit to be used for the purchase of the uniform item purchases as needed. New hires will receive four hundred dollars (\$400) credit for the purchase of initial uniforms. After probation they shall receive an additional five hundred dollars (\$500) for the purchase of a Class A uniform or other items as necessary. All

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employees of the FOP labor agreement shall be paid a clothing and uniform allowance in addition to regular salary of \$25.00 per pay period. If any such employee covered by the FOP labor agreements shall resign, or his or her employment be terminated for any reason whatsoever, the clothing allowance shall be paid on a prorata basis, but no allowance shall be made for a fraction of a month. New employees covered by the IBEW – Utilities labor agreement who are required to wear full fire retardant (FR) clothing will be eligible for a one-time reimbursement up to \$1,200 to purchase or rent required uniforms. All other employees required to wear full FR clothing will be eligible for reimbursement up to \$600 annually. The non-union position of Meter Reader Supervisor who are required to wear full fire retardant clothing will be eligible for an annual stipend of \$600 to purchase or rent required uniforms. Those employees who are required to wear partial fire retardant clothing will be eligible for an annual stipend of \$350. Employees will be reimbursed for said purchases with a receipt showing proof of purchase.

Fire Chief and Fire Division Chiefs shall be paid a clothing allowance of \$484.08 per year, divided into 24 pay periods. Police Chief and Police Captains shall be paid a clothing allowance of \$650.00 per year, divided into 26 pay periods.

Non-union employees and employees covered by the FOP labor agreement, the IAFF labor agreement, the IBEW Utilities, Finance, Service/Clerical and Wastewater Treatment Plant labor agreements may receive an annual stipend not to exceed \$1,500 for bilingual pay.

Employees covered by the AFSCME labor agreement shall be granted a meal allowance of \$4.50 if they are required to work two (2) hours overtime consecutively with their normal working hours during an emergency situation, and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Employees covered by the

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IBEW - Utilities labor agreement shall be allowed a meal allowance for actual cost, or up to \$7.00 per meal, if they are required to work two (2) hours overtime consecutively with their normal working hours and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Direct supervisors of employees who are covered by labor agreements which allow overtime meal allowance shall be entitled to the same meal allowance benefit.

Non-exempt direct supervisors of employees who are covered by labor agreements which allow stand-by pay shall be entitled to the same stand-by pay benefit.

Utilities Department personnel in the IBEW bargaining unit and the classifications of Meter Reader Supervisor, Power Plant Superintendent, Power Plant Supervisor, Electric Distribution Superintendent, Electric Distribution Supervisor, Water Superintendent, Water Supervisor, and Electric Underground Superintendent shall be eligible to participate in a voluntary uniform program providing an allowance up to \$18.00 per month. When protective clothing is required for Utilities Department and Wastewater Treatment Plant personnel covered by the IBEW labor agreements and employees covered by the AFSCME labor agreement, except the Fleet Services Division of the Public Works Department, the City shall pay 60% of the actual cost of providing and cleaning said clothing and the employees 40% of said cost. Full-time Fleet Services personnel shall receive a uniform allowance of \$12 biweekly. Public Works Department personnel in the job classifications of Fleet Services Shop Foreman and Fleet Services Mechanic shall receive a tool allowance of \$15 biweekly. The City will reimburse 60% of the actual cost of providing up to 2 pairs of steel toe or safety toe boots that meets the ANSI standard per contract year for employees covered by the IBEW Wastewater Treatment Plant labor agreement.

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SECTION 9. Employees shall be compensated for unused medical leave as follows:

(A) All employees covered in the IBEW Utilities labor agreements shall be paid for forty-seven percent (47%) of their accumulated medical leave at the time of their retirement, early retirement, or death, not to exceed four hundred eighty-eight and one third hours (calculated at $47\% \times 1,039 \text{ hours} = 488.33 \text{ hours}$), the rate of compensation to be based on the employee's salary at the time of retirement or death. Employees covered in the IAFF labor agreement, with the exception of Life Safety Inspector, shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-eight percent (38%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred ninety-eight and eighty-eight hundredths hours (calculated at $38\% \times 1,576 \text{ hours} = 598.88 \text{ hours}$). The Life Safety Inspector shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two hours (calculated at $50\% \times 1,084 = 542$). The amount of contribution will be based upon the employee's salary at the time of retirement. Employees covered by the IBEW Service/Clerical, IBEW Finance, and IBEW Wastewater Treatment Plant labor agreements shall have a contribution to a VEBA made on their behalf in lieu of payment for twenty-five percent (25%) of their accumulated medical leave at the time of retirement or death, based on the employee's salary at the time of retirement not to exceed 334.75 hours (calculated at $25\% \times 1,339 \text{ hours} = 334.75 \text{ hours}$.) Non-union employees shall have a

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contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two hours (calculated at $50\% \times 1,084 = 542$). The amount of contribution will be based upon the employee's salary at the time of retirement. Employees hired before October 1, 2014 covered by the AFSCME labor agreement shall be paid thirty-five (35%) of their accumulated medical leave bank at the time of their retirement, based on the employee's salary at the time of retirement not to exceed four hundred sixty-eight and sixty-five hundredths hours (calculated at $35\% \times 1339 \text{ hours} = 468.65 \text{ hours}$). Employees hired on or after October 1, 2014, covered by the AFSCME labor agreement will not receive compensation at retirement for unused medical leave. All employees covered under the FOP labor agreement shall be paid thirty-seven and one-half percent (37.5%) of their accumulated medical leave bank at the time of their retirement, not to exceed four hundred eighty hours (calculated at $37.5\% \times 1,280 \text{ hours} = 480 \text{ hrs.}$), based on the employee's salary at the time of retirement. If death occurs while in the line of duty, employees covered under the FOP labor agreement shall be paid fifty percent (50%) of their accumulated medical leave bank at the time of their death, not to exceed six hundred forty hours ($50\% \times 1,280 \text{ hours} = 640 \text{ hrs.}$), based on the employee's salary at the time of their death.

(B) The City Administrator and department heads shall have a contribution made to their VEBA for one-half of their accumulated medical leave, not to exceed 30 days of pay, upon their resignation, the rate of compensation to be

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based upon the salary at the time of termination. Compensation for unused medical leave at retirement shall be as provided for non-union employees.

(C) The death of an employee shall be treated the same as retirement, and payment shall be made to the employee's beneficiary or estate for one-half of all unused medical leave for non-union employees and as defined in labor agreements for all other employees.

SECTION 10. Non-union employees shall have a contribution made on their behalf to their VEBA account in the amount of \$30.00 per pay period. Employees represented by the IBEW Service/Clerical, IBEW Wastewater Treatment Plant, and IBEW Finance labor agreements shall have a contribution made on their behalf to the VEBA account of \$15 per pay period. Employees represented by the IBEW Utilities labor agreement shall have a contribution made on their behalf to their VEBA account in the amount of \$20.00 per pay period. Employees represented by the IAFF labor agreement shall have a contribution made on their behalf to the VEBA account of \$10 per pay period.

SECTION 11. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

SECTION 12. The adjustments identified herein shall be effective on the date of passage and publication in pamphlet form in one issue of the Grand Island Independent as provided by law ~~effective October 5, 2015.~~

SECTION 13. Those portions of Ordinance No. 9549 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

ORDINANCE NO. 9560(Cont.)

Enacted: October 13, 2015

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 13, 2015

Council Session

Item G-1

Approving Minutes of September 22, 2015 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

September 22, 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 22, 2015. Notice of the meeting was given in *The Grand Island Independent* on September 16, 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, Chuck Haase, Julie Hehnke, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, Roger Steele, and Mike Paulick. Councilmember Jeremy Jones was absent. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Interim Finance Director William Clingman, City Attorney Robert Sivick, and Public Works Director John Collins.

Mayor Jensen introduced Community Youth Council member Hunter Mournal and board member Ramona Otto.

INVOCATION was given by Pastor John Hayes, Grace Baptist Church, 1115 South Vine Street followed by the PLEDGE OF ALLEGIANCE.

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

#2015-BE-8 - Consideration of Determining Benefits for Water Main District 414T - Starlite Subdivision Lots 1 & 2. Utilities Director Tim Luchsinger reported that Water Main District 414T was built in 1994 as a tap district. Since then a portion of farm land had been subdivided into Starlite Subdivision consisting of two lots. Staff recommended the connection fee be proportionally split between the two lots.

Motion by Haase, second by Paulick to approve Resolution #2015-BE-8. Upon roll call vote, all voted aye. Motion adopted.

#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. Public Works Director John Collins reported that work on Street Improvement District No. 1260 had been completed and cost for the project would be assessed to the adjacent property owners. Total cost of the project was \$1,611,703.25.

Mary Brenton, 1423 So. Webb Road questioned the assessments. Mark Stauss, 233 Redwood Road spoke in opposition. Mr. Collins commented on the assessment process and project over runs. City Attorney Robert Sivick explained the costs were assessed to the property owners in the district rather than all the taxpayers of the City. Sanitary sewer for this district was mentioned.

Motion by Nickerson, second by Minton to approve Resolution #2015-BE-9. Upon roll call vote, Councilmembers Steele, Minton, Fitzke, Donaldson, Hehnke, Haase, Stelk, and Nickerson voted aye. Councilmember Paulick voted no. Motion adopted.

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

PUBLIC HEARINGS:

Public Hearing on Acquisition of Utility Easement - 1203 S. Stuhr Road - Midland Ag Service, Inc.). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 1203 S. Stuhr Road was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. 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 needed to acquire an easement for operation, maintenance, and access of primary underground power lines, a pad-mount transformer, and related electrical appurtenances. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement - 1911 Diers Avenue – Fugate. Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 1911 Diers Avenue was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. 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 needed to acquire an easement for operation, maintenance, and access of primary underground power lines, a pad-mount transformer, and related electrical appurtenances. Staff recommended approval. No public testimony was heard.

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). Regional Planning Director Chad Nabity reported that the developers were 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. Staff recommended approval. No public testimony was heard.

Public Hearing on the Annual Report by the Grand Island Area Economic Development Corporation/Citizen Advisory Review Committee on the Economic Development Program Plan. Dehn Renter, President of the Citizen Advisory Review Committee (CARC) stated the CARC had met and recommended approval of the EDC Annual Report. Dave Taylor, president of Grand Island Area Economic Development Corporation (GIAEDC) gave the annual report. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Public Utility Easement for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4(Grudzinski & Solorzano). Public Works Director John Collins reported that acquisition of public utility easements were needed for the North Interceptor Phase II in order to 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. These easements would allow for the construction, operation,

maintenance, extension, repair, replacement, and removal of public utilities within the easements. 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:

#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)

#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

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.

#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)

Motion by Paulick, second by Stelk to approve Ordinance #9558.

City Clerk: Ordinance #9558 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 #9558 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 #9558 is declared to be lawfully adopted upon publication as required by law.

#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

Motion by Minton, second by Donaldson to approve Ordinance #9559.

City Clerk: Ordinance #9559 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, Stelk, and Nickerson voted aye. Councilmember Paulick voted no. Motion adopted.

City Clerk: Ordinance #9559 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, 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 #9559 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent agenda items G-14 (#2015-258), G-18 (#2015-262) and G-22 (#2015-266) were removed for further discussion. Motion by Stelk, second by Hehnke to approve the Consent Agenda. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of September 8, 2015 City Council Meeting.

Approving Minutes of September 15, 2015 City Council Study Session.

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

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

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

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.

#2015-251 - Approving Final Plat and Subdivision Agreement for Grand Island Mall 18th Subdivision. It was noted that Grand Island Joint Ventures, LLC, owners, had submitted the Final Plat and Subdivision Agreement for Grand Island Mall 18th Subdivision for the purpose of creating 7 lots located north of State Street and east of US Highway 281 consisting of 16.43 acres.

#2015-252 - Approving Municipal Advisory Services Agreement with Smith Hayes Financial Services Corporation in an Amount of \$5,000 Annually.

#2015-253 - Approving Acquisition of Utility Easement located at 1203 S. Stuhr Road (Midland Ag Service, Inc.).

#2015-254 - Approving Acquisition of Utility Easement located at 1911 Diers Avenue (J. Larry Fugate Revocable Trust).

#2015-255 - Approving Bid Award for Purchase of Sulfuric Acid with Telemetry Program at Platte Generating Station with Univar of Omaha, NE in an Estimated Amount of \$65,575.92.

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

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

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

Motion by Haase, second by Hehnke to discuss this item on October 6, 2015 Study Session and take action on October 13, 2015. Upon roll call vote, all voted aye. Motion adopted.

#2015-259 - Approving Acquisition of Public Utility Easement for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4(Grudzinski & Solorzano).

#2015-260 - Approving Temporary Construction Easement for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4 (Grudzinski & Solorzano).

#2015-261 - Approving Certificate of Final Completion with Galvan Construction, Inc. of Grand Island, NE for Water Service Lowering at 219 East Charles Street and Scheduling the Board of Equalization for October 27, 2015.

#2015-262 - Approving Designating Loading Zone in Front of 363 North Cleburn Street. Gene Rossenberg, 363 North Cleburn Street spoke in support.

Motion by Donaldson, second by Nickerson to approve Resolution #2015-262. Upon roll call vote, all voted aye. Motion adopted.

#2015-263 - Approving Designation of Sole Source for Return Activated Sludge (RAS) Pumps at the Waste Water Treatment Plant with Pentair/Fairbanks-Nijhuis of Omaha, NE in an Amount of \$198,697.00.

#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.

#2015-265 - Approving Bid Award for CDBG Revitalization Fund -The Chocolate Bar with Fox Construction, Inc. of Grand Island, NE in an Amount of \$151,700.00.

#2015-266 - Approving Affirmation of Utilities Customer Service Center Plan for 1306 West 3rd Street. Discussion was held regarding drainage issues in the parking lot and a drive up window.

Motion by Nickerson, second by Minton to approve Resolution #2015-266. Upon roll call vote, Councilmembers Steele, Minton, Fitzke, Donaldson, Hehnke, Haase, Stelk, and Nickerson voted aye. Councilmember Paulick voted no. Motion adopted.

RESOLUTIONS:

#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 was related to the aforementioned Public Hearing. Citizens Review Advisory Committee (CRAC) Chairman Dehn Renter introduced this item and stated the committee had approved the annual report.

Motion by Minton, second by Paulick to approve Resolution #2015-267. Upon roll call vote, all voted aye. Motion adopted.

#2015-268 - Consideration of Approving Funding for the Grand Island Area Economic Development Corporation. Economic Development President Dave Taylor presented the application for funding \$350,000 to the Grand Island Area Economic Development Corporation. Requested were the financial statements from GIAEDC.

Motion by Hehnke, second by Donaldson to approve Resolution #2015-268. Upon roll call vote, all voted aye. Motion adopted.

#2015-269 - Consideration of Assessments for Water Main District 414T - Starlite Subdivision Lots 1 & 2. This item was related to the aforementioned Public Hearing.

Motion by Donaldson, second by Fitzke to approve Resolution #2015-269. Upon roll call vote, all voted aye. Motion adopted.

#2015-270 - Consideration of Approving Agreement with the Clean Community System. City Attorney Robert Sivick reported that the 2015-2016 annual budget appropriated \$30,000 to the Grand Island Area Clean Community System. This agreement was needed to specify the obligations of each party and payment terms. Executive Director Denise McGovern-Gallagher presented a PowerPoint outlining the work of the Grand Island Area Clean Community System. Mentioned was that there was no glass collection in the City. Lincoln and Omaha were the only two areas that collected glass at this time.

Motion by Haase, second by Nickerson to approve Resolution #2015-270. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Donaldson, second by Hehnke to approve the Claims for the period of September 9, 2015 through September 22, 2015, for a total amount of \$7,101.763.90. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 8:50 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, October 13, 2015

Council Session

Item G-2

Approving Minutes of October 6, 2015 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

October 6, 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 October 6, 2015. Notice of the meeting was given in the *Grand Island Independent* on September 30, 2015.

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

INVOCATION was given by Mayor Jensen followed by the PLEDGE OF ALLEGIANCE.

Tom O'Neill, 2017 Barbara Ave., requested to speak on Item 1.

SPECIAL ITEM:

Presentation on First Amendment to the License Agreement with Unite Private Network (UPN).

Tim Luchsinger, Utilities Director presented the following items as part of the Pole Attachment License Agreement Amendment presentation:

- License Agreements Provide for Conditions of Use of Public Right-of-Way;
- All Cable and Telecommunication Providers are Allowed Attachments to Utility Poles Through License Agreements;
- FCC Communications Act, Sections 224 & 253;
- Summary of Pole Attachment License Fees of which approx. \$50,000 in 2015;
- Typical Pole Arrangements photos;
- UPN Proposed Arrangement photo;
- Annual Pole Attachment charge. GIUD vs OPPD (Omaha) and LES (Lincoln); and
- Standard Residential Right-of-Way arrangement street section graphic; both above and underground.

Tom O'Neill applauded the efforts of the Grand Island Utilities Department, but suggested that the City's Right-of-Way agreements be reviewed.

Comments were made by Council regarding UPN and the pole attachment fees.

Tim Luchsinger answered questions concerning the pole attachment fees.

ADJOURNMENT: The meeting was adjourned at 7:25 p.m.

Nicki Stoltenberg
Assistant to the City Administrator



City of Grand Island

Tuesday, October 13, 2015

Council Session

Item G-3

**#2015-271 - Approving Final Plat and Subdivision Agreement for
Concept Third Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, Regional Planning Commission

Meeting: October 13, 2015

Subject: Concept Third Subdivision – Final Plat

Presenter(s): Chad Nabity, Regional Planning Commission

Background

This property located south of 4th Street and east of Taft Ave., in the City Of Grand Island, in Hall County, Nebraska, consisting of 12.5469 acres and (3 Lots).

Discussion

The plat for Concept Third Subdivision was considered by the Regional Planning Commission at the October 7, 2015 meeting.

A motion was made by Bredthauer and seconded by Kjar 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, Sears, Bredthauer and Monter) and no members abstaining

Alternatives

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

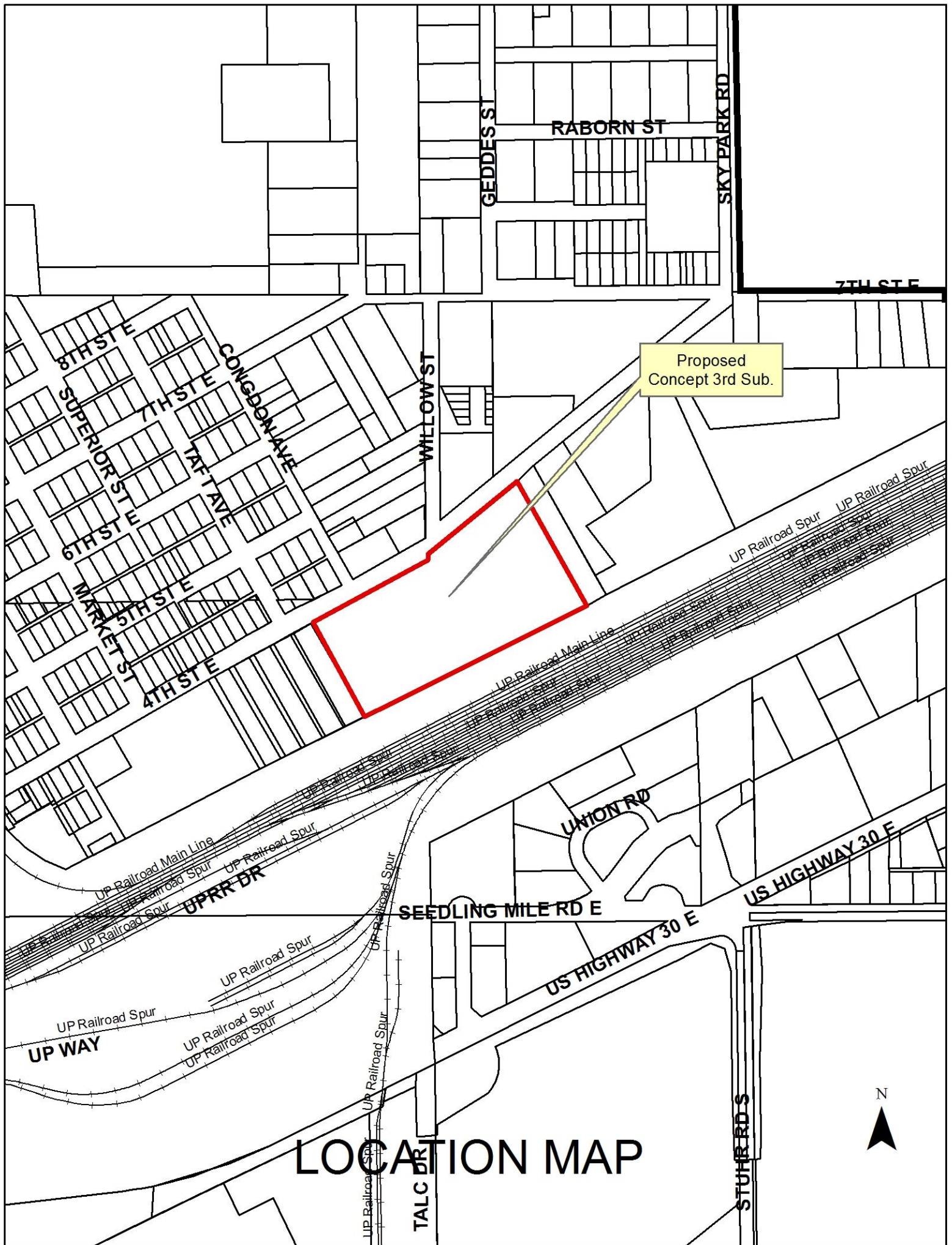
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve as recommended.



MTR Services, Inc a Nebraska Corporation
Kip M Rowe, President
Developers/Owners

To create 3 lots on a tract of land south of 4th Street and east of Taft Ave., in the City of Grand Island, in Hall County, Nebraska.

Size: 12.5469 acres.

Zoning: M2 – Heavy Manufacturing Zone

Road Access: City Streets

Water Public: City Water

Sewer Public: City Sewer



September 22, 2015

Dear Members of the Board:

RE: Final Plat – Concept Third Subdivision

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

This final plat proposes to create 3 lots, a tract of land comprising all of Lot One (1), Concept Second Subdivision in the City of Grand Island, in Hall County, Nebraska, said tract containing 12.547 acres.

You are hereby notified that the Regional Planning Commission will consider this final plat at the next meeting that will be held at 6:00 p.m. on October 7, 2015 in the Council Chambers located in Grand Island's City Hall.

Sincerely,

Chad Nabity, AICP
Planning Director

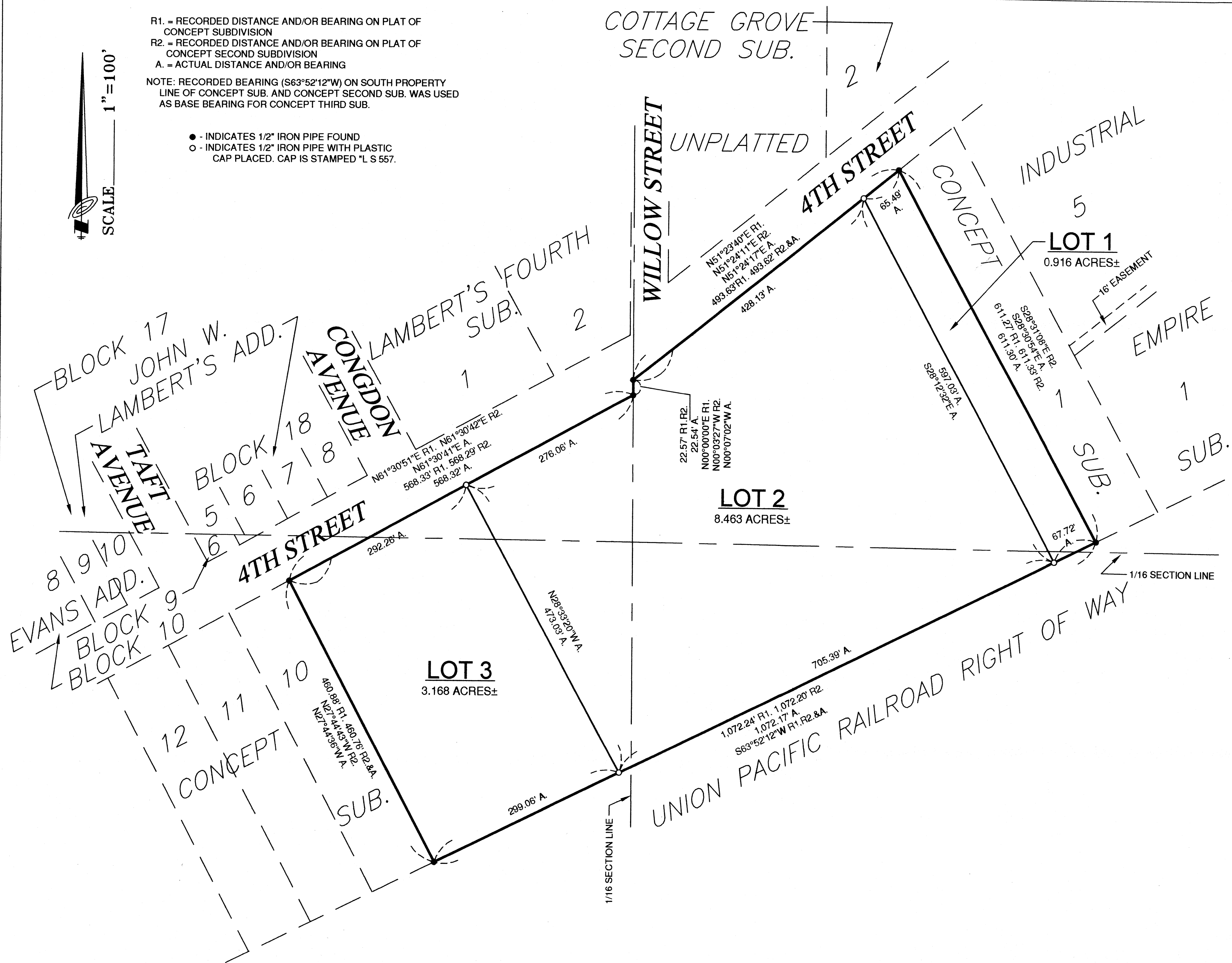
Cc: City Clerk
City Attorney
City Public Works
City Building Department
City Utilities
Manager of Postal Operations
Benjamin & Associates, Inc.

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

R1. = RECORDED DISTANCE AND/OR BEARING ON PLAT OF
CONCEPT SUBDIVISION
R2. = RECORDED DISTANCE AND/OR BEARING ON PLAT OF
CONCEPT SECOND SUBDIVISION
A. = ACTUAL DISTANCE AND/OR BEARING
NOTE: RECORDED BEARING (S63°52'12"W) ON SOUTH PROPERTY
LINE OF CONCEPT SUB. AND CONCEPT SECOND SUB. WAS USED
AS BASE BEARING FOR CONCEPT THIRD SUB.

- - INDICATES 1/2" IRON PIPE FOUND
- - INDICATES 1/2" IRON PIPE WITH PLASTIC
CAP PLACED. CAP IS STAMPED "L S 557."

SCALE 1"=100'



CONCEPT THIRD SUBDIVISION

IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

BENJAMIN & ASSOCIATES, INC. - ENGINEERS & SURVEYORS - GRAND ISLAND, NEBRASKA

RESOLUTION 2015 - 271

WHEREAS MTR Services, Inc., a Nebraska Corporation, being the owner of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as "CONCEPT THIRD SUBDIVISION", to be laid out into 3 lots, on a tract of land, comprising all of Lot One (1), Concept Second Subdivision in the City of Grand Island, Nebraska and containing 12.547 acres, West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska, and has caused a plat thereof to be acknowledged by it; and

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

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

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

BE IT FURTHER RESOLVED that the final plat of CONCEPT THIRD 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, October 13, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 9, 2015	☐ City Attorney



City of Grand Island

Tuesday, October 13, 2015

Council Session

Item G-4

#2015-272 - Approving Acquisition of Utility Easement - 2710 N. North Road - Northwest High School

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

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2015-272

WHEREAS, a public utility easement is required by the City of Grand Island from The Class 6 School District of Hall and Merrick Counties, Nebraska, A.K.A. Northwest High School, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on October 13, 2015 for the purpose of discussing the proposed acquisition of a 16 ft. utility easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Commencing at the Northeast corner of the Southeast Quarter (SE1/4) of Section Two (2), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Grand Island, Hall County, Nebraska; thence southerly along the easterly line of said Section Two (2), a distance of one thousand twenty six and four tenths (1,026.4) feet; thence N59°49'W, along the center line of an existing sixteen (16.0) foot wide easement described in Document 85000079, recorded in the Register of Deeds Office, Hall County, Nebraska, a distance of four hundred forty seven and two tenths (447.2) feet; thence N31°30'W, along the center line of said existing sixteen (16.0) foot easement, a distance of one hundred eighty two (182.0) feet; thence N59°15'W, along the center line of said existing sixteen (16.0) foot easement, a distance of two hundred thirty four and seven tenths (234.7) feet to the ACTUAL Point of Beginning; thence continuing N59°15'W, a distance of forty nine and fifty five hundredths (49.55) feet to a point on a center line of an existing easement described in Document 200207656, recorded in the Register of Deeds Office, Hall County, Nebraska, being the point of termination.

The above-described easement and right-of-way containing a total of 0.018 acres more or less, as shown on the plat dated 9/21/2015, marked Exhibit "A" attached hereto and incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from The Class 6 School District of Hall and Merrick Counties, Nebraska, A.K.A. Northwest High School, on the above-described tract of land.

- - -

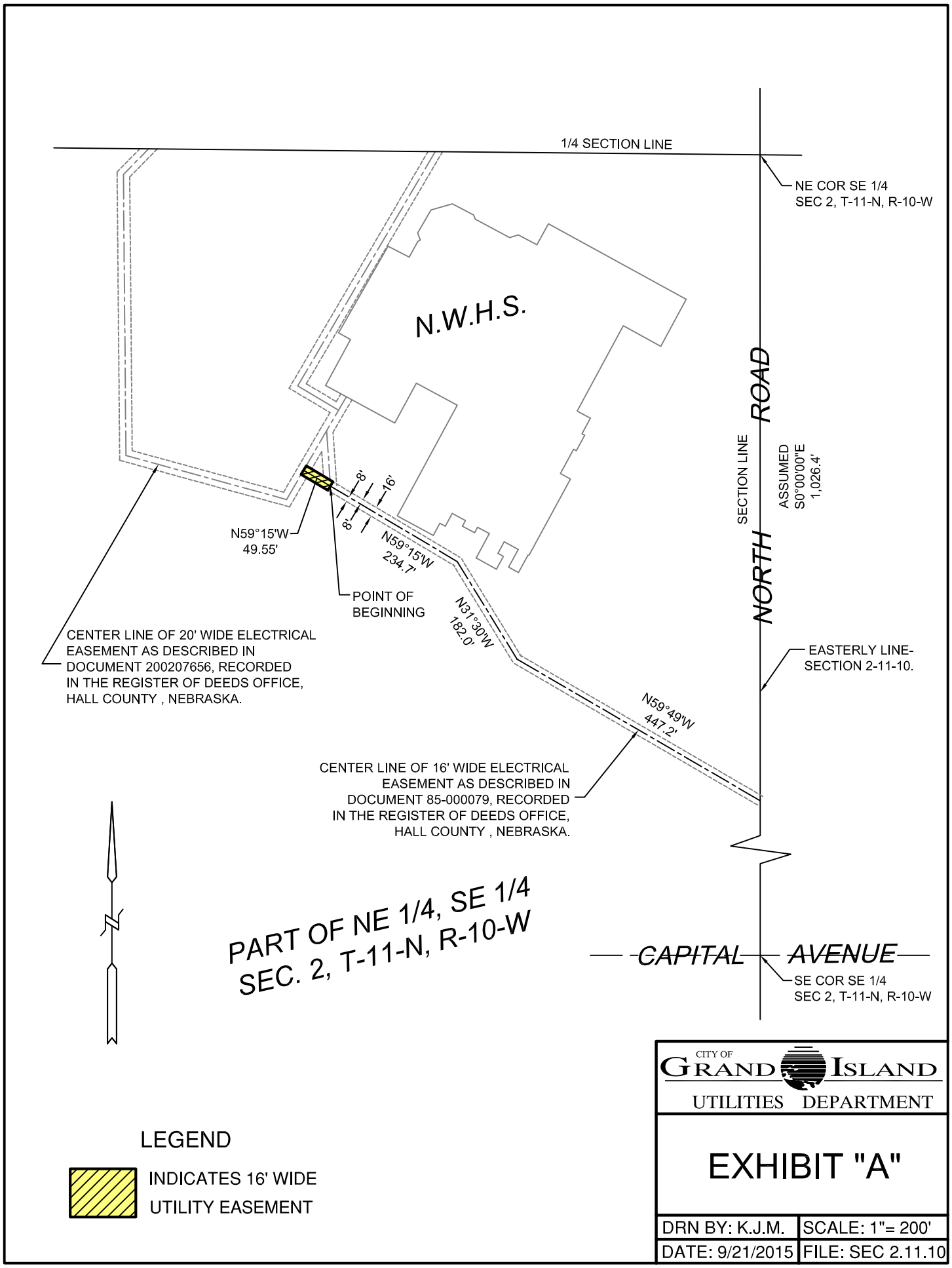
Approved as to Form	by _____
October 9, 2015	City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska October 13, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, October 13, 2015

Council Session

Item G-5

**#2015-273 - 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: October 13, 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.

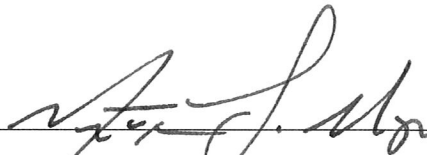
For City of Grand Island, Nebraska:

For Unite Private Networks, LLC:

Print Name

Title

Date



Print Name

Title

Date

Matthew L. Myers

General Counsel

9-3-2015

RESOLUTION 2015-273

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, October 13, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 9, 2015	☐ City Attorney



City of Grand Island

Tuesday, October 13, 2015

Council Session

Item G-6

#2015-274 - Approving Acquisition of Property at 1203 West 4th Street (Donald Enck, Jr. & Ronna Taylor)

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2015-274

WHEREAS, the City has an interest in acquiring property located at 1203 W. 4th Street in Grand Island, Nebraska, for the purpose of future utility expansion; and

WHEREAS, a public hearing was held on October 13, 2015 for the purpose of discussing the proposed acquisition of property, legally described as follows:

Fractional Lot One (1) in Fractional Block Three (3) of Arnold & Abbott's Addition to the City of Grand Island, Hall County, Nebraska, and its complement: Fractional Lot One (1) in Fractional Block Fourteen (14) of Bonnie Brae Addition to the City of Grand Island, Hall County, Nebraska; and

WHEREAS, the purchase price of the property is \$21,000.00; and

WHEREAS, a Purchase Agreement has been prepared by the City Attorney's office for such acquisition of property.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island is hereby authorized to acquire property located at 1203 W. 4th Street from Donald Enck and Ronna Taylor, joint tenants, as set out in the Purchase Agreement.

BE IT FURTHER RESOLVED that the Purchase Agreement for such conveyance of property is hereby approved; and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	by _____
October 9, 2015	City Attorney



City of Grand Island

Tuesday, October 13, 2015

Council Session

Item G-7

**#2015-275 - Approving Change Order No. 1 for Handicap Ramp
Project No. 2015-HC-1**

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: October 13, 2015

Subject: Approving Change Order No. 1 for Handicap Ramp
Project No. 2015-HC-1

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

Background

The City Council awarded the bid, in the amount of \$197,706.81, for construction of handicap ramps at various intersection in the, known as Handicap Ramp Project No. 2015-HC-1, to The Diamond Engineering Co. of Grand Island, Nebraska on April 14, 2015 Resolution No. 2015-93.

On May 26, 2015, by Resolution No. 2015-135, City Council approved Change Order No. 1 in the amount of \$3,275.00. This change order addressed a box storm sewer that was uncovered at the intersection of Koenig Street and Yund Street and resulted in a total contract amount of \$200,981.81. Any changes to the contract require council approval.

Discussion

Several factors have delayed completion of the project; including inclement weather and scheduling conflicts; therefore The Diamond Engineering is requesting the final completion date be changed from September 30, 2015 to October 30, 2015.

There will not be any contract amount increase with this change order.

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 extending the completion date to October 30, 2015, as noted in Change Order No. 1.

Sample Motion

Move to approve the resolution.

RESOLUTION 2015-275

WHEREAS, on April 14, 2015, by Resolution 2015-93, the City Council of the City of Grand Island approved the bid of The Diamond Engineering Co. of Grand Island, Nebraska in the amount of \$197,706.81 for construction of handicap ramps at various intersection in the City, known as Handicap Ramp Project No. 2015-HC-1; and

WHEREAS, on May 26, 2015, by Resolution No. 2015-135, City Council approved Change Order No. 1 in the amount of \$3,275.00 to address a box storm sewer that was uncovered at the intersection of Koenig Street and Yund Street; and

WHEREAS, such change order resulted in a total contract amount of \$200,981.81; and

WHEREAS, the completion of such project has been delayed due to several factors; and

WHEREAS, The Diamond Engineering Company has requested an extension from September 30, 2015 to October 30, 2015 in order to complete the project; and

WHEREAS, there will not be any contract amount increase with such time extension; and

WEREAS, the Public Works Department supports such contract extension.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and The Diamond Engineering Co. of Grand Island, Nebraska to provide the requested time extension for Handicap Ramp Project No. 2015-HC-1.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 9, 2015	☐ City Attorney



City of Grand Island

Tuesday, October 13, 2015

Council Session

Item G-8

**#2015-276 - Approving Bid Award for Snow Removal Services
2015/2016 for the Streets Division of the Public Works Department**

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

Council Agenda Memo

From: Shannon Callahan, Streets Superintendent

Meeting: October 13, 2015

Subject: Approving Bid Award for Snow Removal Services 2015/2016 for the Streets Division of the Public Works Department

Presenter(s): John Collins, Public Works Director

Background

Snow Removal Services 2015-2016 bid request was advertised on September 12, 2015 and mailed to nine (9) potential bidders.

The intent of this contract is to secure prices for equipment and labor to clear snow from City-owned Streets during snow removal operations in the 2015-2016 winter season.

Discussion

One bid was received and opened on September 29, 2015

A summary of historic bid awards and the current bids submitted are shown below:

Bid Item	<i>2013-2014 Bid Award</i>	<i>2014-2015 Bid Award</i>	<i>2015-2016 Estimate</i>	2015-2016 BIDS
				Diamond Engineering
Dump Trucks	\$120.00	\$165.00	\$130.00	\$185.00
Front End Loaders	\$165.00	\$200.00	\$175.00	\$220.00
Motor Graders	\$175.00	\$220.00	\$185.00	\$240.00
*Truck (16,000-20,000 GVW) with Plow	N/A	NO BID	\$130.00	NO BID
*Truck (20,000-35,000 GVW) with Plow	N/A	NO BID	\$135.00	NO BID
*Pick-up (1 ton) with Plow	N/A	NO BID	\$100.00	NO BID
<i>Exceptions</i>				<i>NONE</i>

*New bid item added in 2014-2015.

The Streets Division of the Public Works Department and the Purchasing Division of the City Attorney's Office reviewed all bids received.

The estimate for snow removal services is based on historic bid prices and current fuel prices. There are no estimated or guaranteed hours of work for snow removal services since the Streets Division plows only when necessary.

There are sufficient funds in Account No. 10033502-85312 for these services.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve awarding the contract for Snow Removal Services 2015-2016 to The Diamond Engineering Company, of Grand Island, Nebraska.

Sample Motion

Move to approve awarding contract to The Diamond Engineering Company.



Stacy Nonhof, Purchasing Agent

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Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 29, 2014 at 2:00 p.m.

FOR: Snow Removal Services 2015-2016

DEPARTMENT: Public Works

ESTIMATE:

Dump Trucks for Hauling Snow	\$130.00 per hour
Front End Loaders	\$175.00 per hour
Motor Graders	\$185.00 per hour
Truck w/Plow (16,000-20,000 GVW)	\$125.00 per hour
Truck w/Plow (20,000-35,000 GVW)	\$135.00 per hour
Pick-up w/Plow (1 Ton or larger)	\$100.00 per hour

FUND/ACCOUNT: 10033502-85213

PUBLICATION DATE: September 12, 2015

NO. POTENTIAL BIDDERS: 9

SUMMARY

Bidder: Diamond Engineering Co.
Grand Island, NE

Exceptions: None

<u>Bid Price:</u>	<u>Per Hour</u>
Dump Trucks:	\$185.00 per hour
Front End Loaders:	\$220.00 per hour
Motor Graders:	\$240.00 per hour
Truck w/Plows (16,000-20,000)	No Bid
Truck w/Plows (20,000-35,000)	No Bid
Pick-up w Plow (1 ton)	No Bid

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

Catrina DeLosh, PW Admin. Assist.
Shannon Callahan, Street Supt.
William Clingman, Interim Finance Director

P1838

RESOLUTION 2015-276

WHEREAS, the City Of Grand Island invited sealed bids for Snow Removal Services 2015-2016, according to specifications on file in the office of the Public Works Department; and

WHEREAS, on September 29, 2015 one bid was received, opened and reviewed; and

WHEREAS, The Diamond Engineering Company of Grand Island, Nebraska, submitted a bid in accordance with terms of the advertisement of the specifications and all other statutory requirements contained therein, such bid being as follows:

	<u>Cost Per Hour</u>
Trucks for Hauling Snow	\$185.00 per hour
Front End Loaders	\$220.00 per hour
Motor Graders	\$240.00 per hour
Truck (16,000-20,000 GVW) with Plow	\$ NO BID
Truck (20,000-35,000 GVW) with Plow	\$ NO BID
Pick-up (1 Ton and larger) with Plow	\$ NO BID

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Company of Grand Island, Nebraska for snow removal services in the amounts identified above is hereby approved as the lowest responsible bid submitted.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 9, 2015	☐ City Attorney



City of Grand Island

Tuesday, October 13, 2015

Council Session

Item G-9

#2015-277 - Approving Change Order No. 1 for the 2015 Asphalt Resurfacing Project No. 2015-AC-1

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: October 13, 2015

Subject: Approving Change Order No. 1 for the 2015 Asphalt Resurfacing Project No. 2015-AC-1

Presenter(s): John Collins, Public Works Director

Background

The City Council awarded the bid, in the amount of \$955,830.76, for the 2015 Asphalt Resurfacing Project No. 2015-AC-1, to J.I.L. Asphalt Paving Co. of Grand Island, Nebraska on June 9, 2015 via Resolution No. 2015-146.

Any changes to the contract require council approval.

Discussion

Several factors have delayed completion of the project; including inclement weather and scheduling conflicts with events; therefore J.I.L. Asphalt Paving Co. is requesting the final completion date be changed from October 15, 2015 to November 15, 2015.

There will not be any contract amount increase with this change order.

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 extending the completion date to November 15, 2015, as noted in Change Order No. 1.

Sample Motion

Move to approve the resolution.

RESOLUTION 2015-277

WHEREAS, on June 9, 2015, by Resolution 2015-146, the City Council of the City of Grand Island approved the bid of J.I.L. Asphalt Paving Co. of Grand Island, Nebraska in the amount of \$955,830.76 for the 2015 Asphalt Resurfacing Project, known as Project No. 2015-AC-1; and

WHEREAS, the completion of such project has been delayed due to several factors; and

WHEREAS, J.I.L. Asphalt Paving has requested an extension from October 15, 2015 to November 15, 2015 in order to complete the project; and

WHEREAS, there will not be any contract amount increase with such time extension; and

WEREAS, the Public Works Department supports such contract extension.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and J.I.L. Asphalt Paving Co. of Grand Island, Nebraska to provide the requested time extension for the 2015 Asphalt Resurfacing Project No. 2015-AC-1.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 9, 2015	☐ City Attorney



City of Grand Island

Tuesday, October 13, 2015

Council Session

Item G-10

**#2015-278 - Approving Contract for Concession Stand Operations
for Softball/Baseball Fields Veterans Athletic Field Complex**

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: October 13, 2015

Subject: Concession Stand Contract Award Veterans Athletic Field Complex

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

Background

On September 11, 2015 a request for proposals to operate the concession stand at the Veterans Athletic Field Complex was advertised. One proposal was received. The lone proposal came from Rathjen & Son Enterprises, Inc. dba The Snow.

Discussion

The Snow proposal meets all requirements as stated in the RFP and offers to pay the City 10% of the gross sales for the right to provide the concession services.

The Snow has successfully managed the Veterans Complex Concessions since 2012. The adult softball association and other tournament directors have given positive references for The Snow continuing to manage the concession operation. The proposed agreement would expire after three years.

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 award the concession rights to Rathjen and Son Enterprises, Inc. dba The Snow.

Sample Motion

Move to contract with Rathjen and Son Enterprises Inc. dba The Snow for concession stand operation for a three year agreement at the Veterans Athletic Field Complex.



Stacy Nonhof, Purchasing Agent

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Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
CONCESSION STAND OPERATIONS FOR SOFTBALL/BASEBALL FIELDS
VETERANS ATHLETIC FIELD COMPLEX**

RFP DUE DATE: September 29, 2015 at 4:00 p.m.

DEPARTMENT: Parks & Recreation

PUBLICATION DATE: September 11, 2015

NO. POTENTIAL BIDDERS: 1

SUMMARY OF PROPOSALS RECEIVED

The Snow
Grand Island, NE

cc: Todd McCoy, Parks & Recreations Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Patti Buettner, Parks Admin. Assist.
William Clingman, Interim Finance Director

P1839



Rathjen & Son Enterprises, Inc.

DBA: The Snow

1504 W 4th St
Grand Island, Ne 68801
(308) 390-0072

To: RaNae Edwards, City Clerk
City Clerks Office
PO BOX 1968
Grand Island, Ne 68802

Subject: RFP – Providing Concession Stand Operations for the four softball/baseball fields located in the Veterans Athletic Field Complex

Date: September 28, 2015



My name is Henry Rathjen, I am Owner and President of Rathjen & Son Enterprises, Inc., DBA The Snow. Our company is interested in providing concession services for the Veterans Athletic Field Complex for the 2016 – 2018 seasons.

Currently we operate a shaved ice concession stand in Grand Island that is parked in the Super Saver parking lot on the corner of 2nd and Broadwell. This upcoming season will be our 8th season and growing every year. The Snow sells shaved ice and has over 50 single flavors, 10 sugar free flavors, and more than you can count flavor combinations. Our current site has 2 picnic tables with umbrellas and outside lighting and signage. The Snow is open every day with extended hours on the weekends. There are four employees that work at this location on a rotating basis. In June of 2015 we purchased another mobile shaved ice trailer and used it many times at the Veteran's Athletic Field Complex in conjunction with the concession stand to give patrons more options and a great treat. We will be able to do this again for many of the tournaments in the upcoming years. It was very well liked during the 2015 season at the fields. During the last two years, we have also operated concession stands at Ashley Park and the VFW fields for the Grand Island Youth Baseball Association.

I have many years of Owner experience with our other business, Rathjen Power Washing, and numerous years before that in management positions in companies like Blockbuster Video, Sears, Foot Locker, and Domino's. Rathjen Power Washing and The Snow are also members of the Grand Island Chamber of Commerce. We were also the chosen concessionaire for the Veterans Athletic Field Complex for the 2013- 2015 seasons.

As always, we enjoyed the experience of operating the Veteran's Athletic Field Complex. We have formed many lasting relationships with the organizations that rent the complex and feel that we work great with all of them. We enjoy the people and we take pride in the complex and do believe we go above and beyond in making sure the organizations renting the complex are made aware of score board controls, to let us know if they have any concerns we can pass along to the Parks and Recreation department, letting them know that we have a first aid kit on site in the concession stand and plenty of injury ice if needed. As in previous years, we had no complaints about our concession service or our responsibilities to take care of the restrooms during play.

I believe that the menu and price structure that we are proposing will meet the needs of all the players, spectators, parents, kids, coaches, and umpire staff. Last season we added a "healthy menu" and it included more fruit than we previously carried, and other options like string cheese, granola bars, and a healthy alternative to popcorn. The healthy menu was a huge success, especially during tournaments. In this packet you will find a proposed menu board that will consist of many items including drinks, candies, shaved ice, hot dogs, nachos, fruits, and other items. If approved we have a new pretzel warmer that we will pay to wire in and install and be able to provide another food option. We get current pricing from many of the area town's concession stands from the parents, players, and coaches that we have come to know of the last 4 years. We try to keep our prices competitive with these stands.

Again during the 2016 – 2018 seasons, Arctic Glacier of Grand Island will provide us with an ice freezer for us to use to store ice onsite and during the last 3 seasons we have been renting a commercial ice maker for the new fountain pop machine that we obtained. We will have plenty of ice for our operational use, to sell by the bag, and to provide free ice for injuries. All injury ice is free and was a big request by teams and very appreciated. We will provide a first aid kit for the concession stand that will be available to anyone at the complex.

I will staff this concession stand with one manager, one fulltime employee, and two part-time employees, that will work on a rotating schedule. There will also be a few emergency backups for tournaments. All employees will be trained and properly hired.

We have our insurance with a local Broker, Insur, and the policy is with Allied. We will provide the city with the required amounts of insurance and have the proper loss payees listed on our policy.

I will be proposing to offer the City of Grand Island 10% of gross sales along with the required 7% city/state sales tax and the additional 1.5% Occupation Food and Beverage Tax on any prepared food items. I will also propose to offer the leagues that are playing the fields that day a 2% of gross sales as well. I believe this will encourage concession purchases, which will increase the amounts paid out to the City of Grand Island, and give some money back to the organizations that use the Veterans Athletic Field Complex.

Last time we submitted a proposal for this contract we had listed 4 things that we were willing to provide and do to better the complex.

1. We paid for and installed a new glass concession window instead of the old all screen one. This has greatly helped in keeping the insects and dust issues in check and adds a bit of security.
2. We purchased and applied a gritty epoxy flooring that helped in being able to clean the floor easier and make it less slippery. It has lasted about 3 years with a lot of foot traffic.
3. We had the current HVAC unit removed, cleaned, and recharged twice in the last three years by TAB Refrigeration of Grand Island, as we proposed in 2013.
4. Lastly we proposed and completed the purchase of 2'x8' Plastic Composite Siding Panels and installed them around the back counter to make sure we had a surface other than bare concrete to clean, per health code.

In this proposal, The Snow will also be willing to provide and pay for needed upgrades to the current concession facility in the upcoming season. We take pride in the Veteran's Athletic Field Complex and have no problem doing our small part in helping to make it a better experience for the people that utilize the facilities.

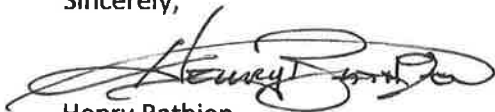
1. Purchase and install tamper proof hand soap dispensers in the restroom facilities at Veteran's Athletic Field Complex. This will be a huge addition to the complex as it currently has no hand soap dispensers. We will provide information to and get approval of style from Todd McCoy before purchasing.
2. We would propose to purchase and provide labor to finish the painting in the concession stand all the way up to the ceiling. This will provide a brighter working condition, a better cleaning surface, and a better looking appearance.
3. Apply another coat of epoxy floor paint to the concession stand to repair wear from last 3 years.
4. Purchase and install battery operated air fresheners from Aramark for the restroom facilities to keep them smelling fresh.
5. We will also be installing shelves on the wall in the concession stand for more storage and cleaner look.

All of these improvements will become permanent fixtures and belong to the Grand Island Parks and Recreation for further use in the following years.

I have read the requirements and guidelines and agree with them. We will check bathrooms numerous times a night and refill bathroom items as needed. During tournaments we will make sure that we have enough staff to accommodate the extra usage of the restroom facilities.

Thank you for the opportunity to again present our company for the consideration of providing concession services. We are looking forward to providing great customer service to the patrons of the Veterans Athletic Field Complex.

Sincerely,



Henry Rathjen
Rathjen & Son Enterprises, inc.
DBA: The Snow
(308) 390-0072 GISnowShack@charter.net

THE SNOW

SHAVED ICE &
CONCESSION SERVICES



MENU

Fountain Pop	\$2/\$3	Candy Bars	\$1.25
Pepsi	Mtn Dew	M&Ms	
Diet Pepsi	Diet Mtn Dew	Peanut M&Ms	
Sierra Mist	Ice Tea	Snickers	Twix
Lemonade		Reeses	Kit Kat
Hot Chocolate	\$1.50	Candy	
Coffee	\$1.50	Famous Amos	\$1.25
Water 24oz	\$1.50	Skittles	\$1.25
		Ring Pops	\$0.75
Gatorade	\$2.00	Blow Pops	\$0.50
Red Yellow		Licorice Rope	\$1.25
Orange Blue		Laffy Taffy	\$0.50
White		Fruit Snacks	\$1.00
G2 Gatorade	\$2.00	Cup of Ice	\$0.50
Red Grape			

SHAVED ICE

SNOWBALL

\$2.00

SNOW FLAVORS: Orange, Cherry, Blue Raspberry
Watermelon, Grape, Rootbeer, Lemon, Lime, Passion Fruit, Mango

THE SNOW

SHAVED ICE &
CONCESSION SERVICES



MENU

Chips	\$1.00	Walking Tacos	\$3.00
Doritos	Cheetos	Loaded	\$3.75
BBQ	Lays	w/Jalapano & Sour Cream	
Pickles	\$1.00	Nachos	\$3.00
BIGS Seeds	\$2.00	w/Chilli	\$3.50
Slim Jim	\$1.25	Loaded	\$4.25
		w/Jalapano & Sour Cream	
Healthy Menu			
String Cheese	\$1.00	HotDog ALL BEEF	\$3.00
Granola Bars	\$1.00	w/Chilli	\$3.50
Skinny Pop	\$1.50		
Yogurts	\$1.00	Pretzel	\$3.00
		w/cheese	
Fruit	\$1.00		
Banana, Orange, Apple		Popcorn	\$1.00

COMBOS

#1 Nacho, Drink	\$4.50
#2 HotDog, Chips, Drink	\$5.50
#3 Pretzel, Drink	\$4.50

RESOLUTION 2015-278

WHEREAS, the Parks and Recreation Department of the City of Grand Island invited sealed proposals for Concession Stand Operations at the Veteran's Athletic Field Complex; and

WHEREAS, on September 29, 2015, one (1) proposal was received and reviewed; and

WHEREAS, Rathjen & Son Enterprises, Inc., DBA: The Snow of Grand Island, Nebraska submitted a proposal in accordance with the terms of the advertisement for proposals.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Rathjen & Son Enterprises, Inc., DBA: The Snow of Grand Island, Nebraska, is hereby accepted and approved as the lowest responsive proposal submitted, and that the contract by and between the City and the Vendor be and hereby is approved, and the Mayor is authorized to sign such contract on behalf of the City.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 9, 2015	☐ City Attorney



City of Grand Island

Tuesday, October 13, 2015

Council Session

Item G-11

**#2015-279 - Approving Purchase of Six (6) New 36" Cut Mowers
for the Cemetery Division**

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: October 13, 2015

Subject: Bid Award for Six (6) New 36" Cut Mowers for use within the Cemetery Division

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

Background

On September 20, 2015 the Parks and Recreation Department advertised for bids to purchase six (6) new 36" cut mowers. The replacement items are necessary as the current equipment is becoming less dependable. The new equipment will provide additional years of service and meets the requirements of the Cemetery operation.

Discussion

One bid was received from Heck, Inc. of Peabody, Kansas. The bid provides for six (6) new 36" riding mowers in the amount of \$6,000 each. The total price of the bid is \$36,000.

Funds were budgeted this year for this purchase in capital account 10044405-85615.

Alternatives

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

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

Recommendation

City Administration recommends that the City Council approve the purchase of six (6) new 36" cut mowers.

Sample Motion

Move to approve the purchase of six (6) new 36" cut mowers from Heck, Inc. of Peabody, Kansas. The total purchase price for equipment is \$36,000.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: October 1, 2015 at 2:00 p.m.
FOR: Six (6) New 36" Cut Mowers
DEPARTMENT: Parks & Recreation
ESTIMATE: \$36,000.00
FUND/ACCOUNT: 10044405-85615
PUBLICATION DATE: September 20, 2015
NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder: Heck, Inc.
Peabody, KS
Exceptions: None

Bid Price:	<u>Unit Cost</u>	<u>Extended Cost</u>
Base Bid:	\$6,000.00	\$36,000.00

cc: Todd McCoy, Parks & Recreation Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Patti Buettner, Parks Admin. Assist.
William Clingman, Interim Finance Director
Mark Sands, Cemetery Superintendent

P1842

RESOLUTION 2015-279

WHEREAS, the City of Grand Island invited sealed bids for Six (6) New 36" Cut Mowers for the Grand Island Cemetery, according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on October 1, 2015, one (1) bid was received, opened and reviewed; and

WHEREAS, Heck, Inc. from Peabody, Kansas submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$36,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Heck, Inc. from Peabody, Kansas in the amount of \$36,000.00 for Six (6) New 36" Cut Mowers for the Grand Island Cemetery is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 9, 2015	☐ City Attorney



City of Grand Island

Tuesday, October 13, 2015

Council Session

Item G-12

#2015-280 - Approving Purchase of Quint Fire Truck & Associated Equipment from Smeal Fire Apparatus

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Cory Schmidt, Fire Chief
Meeting: October 13, 2015
Subject: Quint Fire Truck
Presenter(s): Tim Hiemer, Division Chief

Background

The Grand Island Fire Department was authorized a budget of \$750,000 for a new quint fire truck in fiscal year 2015-16. An obvious capital need was to replace aging emergency response vehicles. This need has been reinforced by the increasing maintenance costs associated with the fleet. The Grand Island Fire Department is seeking to purchase a quint fire truck which will allow a 1999 pumper and a 2000 ladder truck to be placed into reserve status.

Discussion

The Grand Island Fire Department contacted the Houston Galveston Area Council (H-GAC) to obtain pricing for quint fire trucks that will meet the needs of the citizens of Grand Island. The H-GAC provided a list of prequalified vendors and their equipment that have met the competitive bidding requirements of the City of Grand Island. From the list, a 2016 quint fire truck from Smeal Fire Apparatus was chosen at a price of \$723,626, plus an additional \$26,374 for modifications and non-standard loose equipment. This truck will allow for the Grand Island Fire Department to better protect the northwest section of the city along with giving better protection to the rest of the city.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approves the purchase of the quint fire truck along with associated equipment from Smeal Fire Apparatus at a price of \$750,000.

Sample Motion

Move to approve the purchase of Quint Fire Truck and associated equipment from Smeal Fire Apparatus for the price of \$750,000.

RESOLUTION 2015-280

WHEREAS, the Grand Island Fire Department was budgeted funds to purchase a quint fire truck; and

WHEREAS, the H-GAC was utilized to secure competitive bids in accordance with City procurement policy; and

WHEREAS, a 2016 quint fire truck manufactured by Smeal Fire Apparatus of Snyder Nebraska was chosen on price, body configuration, auxiliary equipment, warranty, and service at a purchase price of \$750,000.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a purchase order and subsequent payment is authorized for the Smeal quint fire truck is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
October 9, 2015	▣ City Attorney



City of Grand Island

Tuesday, October 13, 2015

Council Session

Item G-13

#2015-281 - Consideration of Approving Assessments for Water Main District Water Main District 466T - Airport Road

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

RESOLUTION 2015-281

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-10 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. 466T, such benefits are the sums set opposite the several descriptions as follows:

Name	Description	Connection Fee (\$)
Bradley R. Petersen	Part of the E ½, SW ¼, Section 33-12-9	78,828.00
Oscar Jr. & Rose Ann Bredthauer	Part of the S ½, SE ¼, Section 33-12-9	155,133.79
Oscar Jr. & Rose Ann Bredthauer	Part of the N 11AC of E ½, NE ¼, Section 4-11-9	76,467.16
Oscar Jr. & Rose Ann Bredthauer	Part W ½ of the NE ¼, Section 4-11-9	39,446.87
Arthur E. & Dixie L. Ostermeier, Trustees	Part of the W ½, SE ¼, Section 34-11-9	76,921.40
Alice R. Erion	Part of the E ½, SW ¼, Section 34-12-9	75,905.34
Darling National, LLC, an Iowa Limited Liability Company	Part of Lot 1, Wilson's Subdivision	19,490.34
Copart of Connecticut, Inc., a Connecticut Corporation	Lot 1, Garden Place	89,143.95

Name	Description	Connection Fee (\$)
Douglas R. & Tamara K. Petersen	Part of the NW ¼, NW ¼, NE ¼, Section 4-11-9	39,446.87
Douglas R. & Tamara K. Petersen	Part E ½, NW ¼, Section 4-11-9	60,915.53
Petersen Farms, Inc.	Part of Lot 1, Wilson's Subdivision	190,863.09
Petersen Farms, Inc.	Part of the W ½, W ½, SE ¼, Section 34-12-9	9,849.76
Petersen Farms, Inc.	Lot 2, Wichern Subdivision	21,779.45
Alice L. Bartlett, Trustee	Part of the W ½, W ½, SE ¼, Section 34-11-9	7,889.37
Melvin Brahatcek	Lot 1, Mader Subdivision	13,806.40
Enos C. & Sandra F. Peterson	Part of the E ½, SW ¼, SE ¼, Section 34-12-9	7,172.16
Enos C. & Sandra F. Peterson	Lot 1, Peterson Subdivision	6,694.01
Enos C. & Sandra F. Peterson	Lot 2, Peterson Subdivision	1,195.36
Bethine Bonczynski	Lot 1, Wichern Subdivision	10,423.54
Central NE Regional Airport	Part SE ¼, Section 34-12-9	64,495.66
TOTAL All Connection Fees		\$1,045,868.05

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

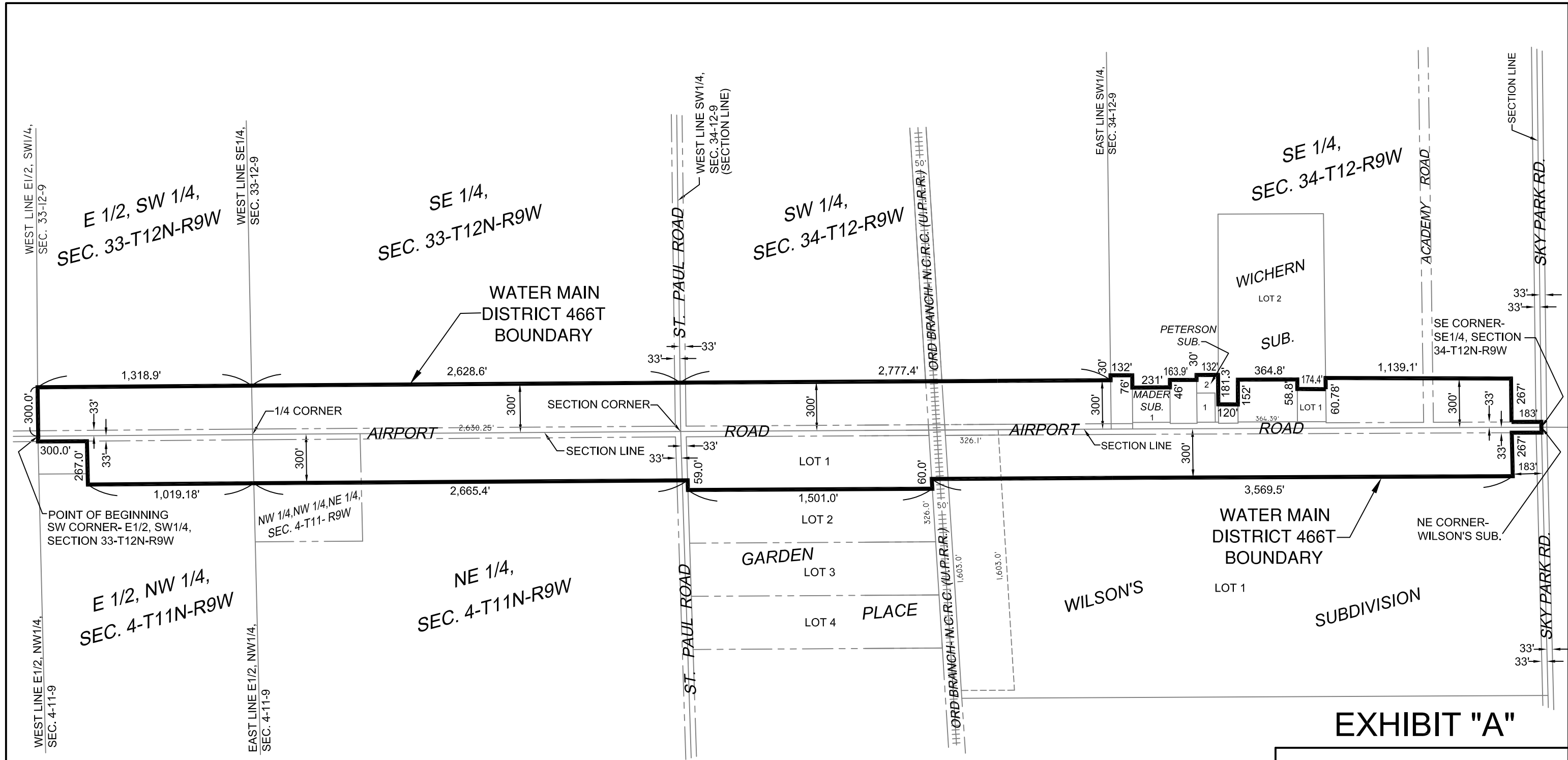


EXHIBIT "A"

CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

REVISIONS			DRN. BY : K.J.M.
			DATE : 4/24/2013
			CHK. BY : T.W.B.
			DATE : 4/24/2013
			APP. BY : R.H.S.
			DATE : 4/24/2013

PLAT TO ACCOMPANY ORDINANCE NO. 9428		SH. 1 OF 1	WMD 466T
		SCALE : 1"= 600'	



City of Grand Island

Tuesday, October 13, 2015

Council Session

Item I-1

#2015-282 - Consideration of Approving Amendment to the Redevelopment Plan for CRA Area 7 located at the Southwest Corner of the Intersection of Schimmer Road and Blaine Street (Hatchery Holdings, LLC)

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

Staff Contact: Chad Nabity

RESOLUTION 2015-282

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

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 2007, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has previously declared Redevelopment Area No. 7 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

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

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

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

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: property acquisition, site preparation, planning activities utilities extensions, landscaping, and fees associated with the redevelopment project. All redevelopment activities will occur in Grand Island, Hall County, Nebraska; and

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

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

Approved as to Form	by _____
October 9, 2015	City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 7 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission with respect to the Redevelopment Plan.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date the redevelopment contract to be approved by the Grand Island Community Redevelopment Authority as follows:
 - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
 - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 13, 2015

Council Session

Item I-2

#2015-283 - Consideration of Approving Long Term Disability Contract Renewal

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: October 13, 2015

Subject: Approving Renewal of Long Term Disability Policy

Presenter(s): Aaron Schmid, Human Resources Director

Background

The City of Grand Island provides Long Term Disability coverage to employees as agreed to through labor agreements or as approved in the Personnel Rules. The City has contracted with Cigna Group Insurance since 2010 to provide this coverage. The current rate for coverage is .18 cents per \$100 of wages. The contract with Cigna will expire at midnight on November 30, 2015.

Discussion

Cigna has provided a valuable benefit to a number of employees at the City of Grand Island. The current loss ratio continues to trend high due to claim experience. The City's current loss ratio is averaging approximately 141%. Cigna has offered a two year contract extension at the negotiated price of \$0.20 cents per \$100 of covered payroll. Based on the analysis of our group's current performance, it is recommended that the City accept the two year extension at the new rate.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the contract with CIGNA Group Insurance companies to provide Long Term Disability coverage.

Sample Motion

Move to approve contract with CIGNA Group Insurance companies to provide Long Term Disability Insurance coverage.

Alecia Patrick
Regional Account Manager

August 7, 2015

Calvin Strong
Strong Financial Resources, Inc.

RE: City of Grand Island - December 1, 2015 - Disability Renewal



7400 W 110th St
Suite 400
Overland Park, KS 66210
Telephone: 913-323-2661
Email: Alecia.Patrick@Cigna.com

Dear Calvin,

Thank you for allowing Cigna Group Insurance to provide the Disability benefits for the employees of City of Grand Island. We appreciate the opportunity to serve you both and assist in meeting your employee benefits needs.

Based on our analysis of the group's current performance, we have determined that there is a necessary rate increase to the Basic LTD plan.

Below is an overview of our renewal position, effective December 1, 2015:

Plan	Policy	Current Rate	Rate Basis	Renewal Rate	Rate Guarantee
Basic LTD	LK 0962692	\$0.18	Per \$100 Covered Payroll	\$0.20	24 Months

Please respond via email with your acceptance of the above rates. Thirty days prior to the above renewal date we will proceed with processing the amendments. Remember to update your premium reporting to reflect the new rates, and begin payment at the new rates, as of the renewal date listed above, to constitute active acceptance.

Cigna reserves the right to change premium rates if any of the following occurs:

- The policy terms change
- A division, subsidiary, eligible company, or class is added/deleted
- There is a change of more than 10% in the number of employees

We value our relationship with you and look forward to continuing this partnership.

Cigna is pleased to offer you pre-disability vocational services as standard feature along with your long-term disability policy. Pre-disability vocational services is a voluntary service feature of Cigna's Healthy Working Life™ program of vocational services to assist insured, actively at work employees with a serious medical condition to remain productive and at work, while also helping them manage limitations that may be associated with their condition.

There is no cost to the policyholder for this enhancement which provides for approved stay-at-work expenses of up to \$1,000 per employee per diagnostic event. A Schedule of Services delineating the details for this offering accompanies this letter, and if you currently are not receiving these services, here is the link to the client orientation website for this program www.cigna.com/predisability where you will also obtain all the information, tools and forms you need to use the service and make referrals.

Should you have any questions regarding this renewal position or any other matters, please do not hesitate to call me.

Thank you,

Alecia Patrick
Regional Account Manager

Signature for Approval _____

"Cigna" is a registered service mark, and , the "Tree of Life" logo is a service mark, of Cigna Intellectual Property, Inc., licensed for use by Cigna Corporation and its operating subsidiaries. All products and services are provided exclusively by such operating subsidiaries and not by Cigna Corporation. Such operating subsidiaries include Connecticut General Life Insurance Company (CGLIC), Cigna Health and Life Insurance Company (CHLIC), and HMO or service company subsidiaries of Cigna Health Corporation and Cigna Dental Health, Inc

RESOLUTION 2015-283

Whereas, the City provides long term disability insurance to employees as prescribed in labor agreements and as authorized by the City of Grand Island Personnel Rules; and

WHEREAS, the City of Grand Island has maintained a contract with Cigna Group Insurance since December 1, 2010 and has been offered a two year renewal contract with a \$0.02 per \$100 covered payroll price increase; and

WHEREAS, the cost for Long Term Disability Insurance benefits will be \$0.20 per \$100 of wages; and

WHEREAS, the proposed rate is guaranteed for a two year contract period; and

WHEREAS, the contract will commence on December 1, 2015 and will renew annually through November 30, 2017.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA that the Long Term Disability Insurance contract with CIGNA Group Insurance is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 9, 2015	☐ City Attorney



City of Grand Island

Tuesday, October 13, 2015

Council Session

Item J-1

Approving Payment of Claims for the Period of September 23, 2015 through October 13, 2015

The Claims for the period of September 23, 2015 through October 13, 2015 for a total amount of \$6,420,543.54. A MOTION is in order.

Staff Contact: William Clingman