City of Grand Island



Tuesday, December 15, 2009

Council Session Packet

City Council:

T

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

City Administrator: Jeff Pederson

City Clerk: RaNae Edwards

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

Call to Order

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

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

Invocation

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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

MAYOR COMMUNICATION

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



City of Grand Island

Tuesday, December 15, 2009 Council Session

Item C1

Recognition of Julie Shaver-Frandsen, Utility Technician for 30 Years of Service with the City of Grand Island

The Mayor and City Council will recognize Julie Shaver-Frandsen, Utility Technician at Burdick Station for 30 Years of Service with the City of Grand Island. Ms. Frandsen was hired on December 26, 1979 as a Laboratory Technologist and was promoted to her current position of Utility Technician II on August 1, 1981. We Congratulate Ms. Frandsen for her dedication and service to the City of Grand Island.

Staff Contact: Mayor Hornady

HEREBY EXPRESS OUR SINCERE APPRECIATION TO WΕ

New Sciece Carlo

JULIE SHAVER-FRANDSEN

For your Loyalty, Diligence, and Outstanding Performance During Your Tenure With

GRAND M ISLAND

<u>12-03-09</u> Date <u>11-17-09</u> Date

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C Meli Companies - Call Tol



City of Grand Island

Tuesday, December 15, 2009 Council Session

Item C2

Presentation of Operations Plan for State Fair Building

Staff Contact: Steve Paustian

Council Agenda Memo

| From: | Steve Paustian, Parks and Recreation Director |
|---------------|--|
| Meeting: | December 15, 2009 |
| Subject: | Presentation of Operations Plan for City/State Fair Building |
| Item #'s: | C-2 |
| Presenter(s): | Steve Paustian, Parks and Recreation Director and Todd McCoy, Recreation Superintendent |

Background

The City of Grand Island is involved in the development of a 70,000 square foot building as part of the communities commitment to bring the State Fair to Grand Island. This building will be under the control of the State Fair Board for two months of the year and will be used by the 4-H and Future Farmers of America Programs during the State Fair. During the other ten months of the year the building will be the responsibility of and the operational property of the City of Grand Island.

Discussion

The Park and Recreation Department has developed an operational plan to serve the community during the ten month period of City control. A power point presentation will be made during the Tuesday night Study Session that will outline the Park and Recreation Department's vision for the programing and operation of the building.

Conclusion

This item is presented to the City Council in a Study Session to allow for any questions to be answered and to create a greater understanding of the issue at hand.

It is the intent of City Administration to bring this issue to a future council meeting for the necessary actions to put the plan into operation.



Facility Facts

- 70,000 square ft building
- 45,000 square ft of open area
- Exhibit facility. Arts, crafts, food, photography, science, and other projects will be on display. (No animal exhibits will be housed in this facility.] During the Nebraska State Fair this building will be used as a 4-H and FFA
- The City of Grand Island will manage this facility ten months each year. The State Fair will be responsible to operate this facility two months.
- Although the City did not design this building, the State Fair board has made accommodations to help the City successfully operate the facility
- Increase lighting heights
- Allowed money in the budget to pay for sports flooring.

Immediate Community

Needs/Opportunities

Soccer is a very popular sport in the region. The community currently only has one small interest by the GI Tennis Association to eliminate this one soccer field and return it to tennis one field is over utilized and is not enough to meet the communities needs. There is a strong indoor soccer field at the Racquet Center. According to the current Racquet Center manager, this

Volleyball and Basketball leagues are currently offered by the City Parks and Recreation Dept. during the fall and winter months. The City currently has no indoor athletic courts of its own to utilize. The City pays Grand Island schools over \$13,000 annually in court rental fees which will be redirected to the building operation.

There is no current facility in the community to meet interest and demand for indoor flag Football leagues or football practice/training.

Grand Island currently has no publicly operated indoor training facilities for Baseball or Softball. The Parks and Recreation Dept. has seen a large demand for batting cages, indoor throwing areas, and practice infield

Grand Island currently has no pubic indoor Children's Playgrounds

30,000 Sq Ft of Artificial Turf



Indoor Soccer: Leagues, Tournaments, Practice, Camps

1 Adult field or 3 youth fields

Football: Flag football leagues, football practice

1 Flag football size field

Baseball/Softball: Training

Infield training, throwing areas, batting , pitching

Other Turf Programs





15,000 Sq Ft Multi-Purpose Courts



Volleyball: Leagues, tournaments, practice, clinics

4 regulation size volleyball courts

Basketball: Leagues, tournaments, practice, camps
2 regulation size basketball courts

Potential Indoor Playground



By adding this element the facility user group grows dramatically. No indoor public playgrounds in Grand Island.

Batting Cages/Throwing Areas







- Large need for indoor baseball/softball training areas.
- Opportunities for indoor golf practice.



Other Opportunities









Facility Rentals Birthday Parties Walking Dodge Ball Track and Field Training

Teen Events Children's Programs Lacrosse Golf Practice Concessions

Archery Badminton Climbing Walls Pickle Ball State VB Prep



Capital Start-Up Costs

Capital Expenses

- S5 million building paid
- \$363,000 sport flooring paid

| \$172.500 | <u>\$25,000</u> | \$30,000 | \$30,000 | \$12,000 | \$5,000 | \$6,000 | \$1,500 | \$2,500 | S5,000 | \$3,500 | \$32,000 | \$20,000 | |
|---------------------------|-------------------|-------------------------------|-----------------------------|--|-------------------------|--------------------|--------------------|------------------|-------------------------|------------------------------|-----------------------------|-----------------------|--|
| \$172,500 Capital Expense | Misc Improvements | Three court dividing curtains | Indoor Playground Equipment | Batting Machines/Throwing Tunnel Netting | Floor Scrubbing Machine | Portable Bleachers | Portable Turf Pole | Facility Signage | I-Beam and Pole Padding | Soccer Goals 2 Adult/8 Youth | Four volleyball net systems | Four basketball goals | |
| | | | | | | | | | | | | | |

Potential Funding Sources: Other Parks Projects Account, Foundations, User Group Capital Contributions, Sponsorships, State Fair

Schedule and Staffing Needs **Proposed Facility**

The Parks and Recreation Department will annually operate the facility October 1 – April 30.

Monday – Friday 10 AM – 10 PM Saturday and Sunday 8 AM – 8 PM

The goal is to be begin operations of the City Field House in October of 2010. *Operating schedules can and will likely change with need.

Facility Staffing:

- 1/2 FTE will be added with current half FTE already allocated for Recreation Coordinator.
- 2/3 FTE for custodian
- 2 FTE's for part-time entry level staff

Preliminary Field House Budget

Annual Expenses

Other General Supplies Program Expenses **Concession** Supplies Sanitation Service Insurance Phone Service Wages and Benefits Equipment Repairs **Building Repairs** Office Supplies Electrical/Water & Sewer Natural Gas **Cleaning Supplies** Part Time Staff Custodian Rec. Coordinator **Total Expenses:**

\$30,771
\$27,691
\$36,864
\$15,000
\$25,000
\$500
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Annual Revenue

| Total Revenue: | Other Revenue | Vending Machines | Turf Field Rental | Basketball Court Rent | Volleyball Rentals | Annual Passes | Daily Fee's | Batting Cages | Flag Football | Soccer | Adult Volleyball | Adult Basketball | |
|----------------|----------------|------------------|-------------------|-----------------------|--------------------|---------------|-------------|---------------|---------------|----------|------------------|------------------|--|
| \$189,605 | <u>\$6,000</u> | \$3,000 | \$48,000 | \$400 | \$1,125 | <u>S0</u> | \$33,000 | \$12,500 | \$12,300 | \$35,500 | \$32,500 | \$5,280 | |

Breaking Down the Numbers

| basketball | \$5,280 | (2 adult leagues |
|------------------------|----------|--|
| ⁷ olleyball | \$32,500 | \$32,500 (2 adult leagues and 2 tournaments |
| occer | \$35,500 | \$35,500 (2 youth and adult leagues and 2 tournaments |
| 'lag Football | \$12,300 | \$12,300 (2 adult leagues and 1 tournament] |
|)ther Revenue | \$6.000 | \$6.000 (Clinics, special events, State Fair rental fees, etc. |

H S V B

| Youth Day Paeses | <u>Number</u> | Rate S3 | Total \$18 000 | <u>Average per Day</u> 26.67 |
|-------------------------------|---------------|------------|-------------------|---------------------------------|
| Adult Day Passes | 3,000 | S5 | \$15,000 | 13.33 |
| Batting Cage Rental (1 hour | 500 | S25 | \$12,500 | 2.22 one-bour rental |
| Turf Field Rental (1 hour] | 600 | 085 | S48,000 | 2.67 one-bour rental |
| Volleyball Ct Rental (1 hour | 75 | \$15 | \$1,125 | 0.33 one-bour rentau |
| Basketball Ct Rental (1 hour] | 20 | S20 | S400 | 0.09 one-bour rental |









City of Grand Island

Tuesday, December 15, 2009 Council Session

Item C3

Project Progress Update on the Veterans Athletic Field Complex

Staff Contact: Steve Paustian

Council Agenda Memo

| From: | Steve Paustian, Parks and Recreation Director |
|---------------|---|
| Meeting: | December 15, 2009 |
| Subject: | Project Progress Update on the Veterans Athletic Field Complex |
| Item #'s: | C-3 |
| Presenter(s): | Steve Paustian, Parks and Recreation Director |

Background

With the State Fair coming to the City of Grand Island it became necessary to move the existing softball/soccer fields from the new State Fair site. The area where the fields are currently locatsd will be used for parking during the run of the State Fair. Funding for the relocation of the athletic fields has been provided for by a \$1.6 million commitment by the City and State Fair.

Discussion

To date many of the items associated with the relocation effort has been completed. Because of the favorable bids we have received, several options have become available to enhance the new facility. Those items include increased parking, new lighting for the softball fields and the opportunity to relocate the existing lights at Fonner to the phase two portion of the development of new ball fields. Several other items have also come to light during the construction of the project including the need to lower a Fiber Optic cable and to increase the acerage of the original irrigation system design. I will detail these changes at the study session Tuesday night.

Conclusion

This item is presented to the City Council in a Study Session to allow for any questions to be answered and to create a greater understanding of the issue at hand.

It is the intent of City Administration to bring this issue to a future council meeting for the actions necessary to complete the project.



City of Grand Island

Tuesday, December 15, 2009 Council Session

Item E1

Public Hearing on Request from Club 69, Inc. dba Club 69, 106 East 3rd Street for a Class "C" Liquor License

Staff Contact: RaNae Edwards

Council Agenda Memo

| From: | RaNae Edwards, City Clerk |
|---------------|--|
| Meeting: | December 15, 2009 |
| Subject: | Public Hearing on Request from Club 69, Inc. dba Club 69, 106 East 3rd Street for a Class "C" Liquor License |
| Item #'s: | E-1 & I-1 |
| Presenter(s): | RaNae Edwards, City Clerk |

Background

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

Declared Legislative Intent

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

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

Discussion

Club 69, Inc. dba Club 69, 106 East 3rd Street has submitted an application for a Class "C" Liquor License. A Class "C" Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city.

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all licenses. This application has been reviewed by the Clerk, Building, Fire, Health, and Police Departments. The Police Department report (see attached) recommends Council deny this application based on the Nebraska Liquor Control Act (Part II Chapter 2 Section 010.01) for a false application and Section 53-125 (2) a person who is not of good character and reputation in the community in which he or she resides based on the following:

- 1. The owner, Mr. Kallos, has not demonstrated that he is fit, willing and able to properly provide the service proposed within the City.
- 2. The owner, Mr. Kallos has not demonstrated the type of management and control in owning the licensed premise to be sufficient to insure that the licensed business conforms to the provisions and requirements of the license.
- 3. There are multiple on sale liquor establishments in Grand Island of which none demand the level of law enforcement services that Club 69 requires. Club 69 requires the use of additional law enforcement resources because of high calls for service and crimes generated from the liquor license.
- 4. The Grand Island Police Department frequently lacks adequate resources to police Club 69 and respond to the calls for service and crimes generated by the liquor license.
- 5. The Club 69 liquor license is not consistent with the public interest.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to deny the application of Club 69, Inc. dba Club 69, 106 East 3rd Street for a Class "C" Liquor License based on the following:

- 1. False application Nebraska Liquor Control Act (Part II Chapter 2, Section 010.01)
- 2. Not of good character and reputation in the community Nebraska Liquor Control Rules and Regulations Section 53-125 (2) based on the following:
- The owner, Mr. Kallos, has not demonstrated that he is fit, willing and able to properly provide the service proposed within the City.

- The owner, Mr. Kallos has not demonstrated the type of management and control in owning the licensed premise to be sufficient to insure that the licensed business conforms to the provisions and requirements of the license.
- There are multiple on sale liquor establishments in Grand Island of which none demand the level of law enforcement services that Club 69 requires. Club 69 requires the use of additional law enforcement resources because of high calls for service and crimes generated from the liquor license.
- The Grand Island Police Department frequently lacks adequate resources to police Club 69 and respond to the calls for service and crimes generated by the liquor license.
- The Club 69 liquor license is not consistent with the public interest.

| 12/02/09 Gra 11:58 | nd Island Police Department LAW INCIDENT TABLE | 450 Page: 1 |
|--|--|-----------------|
| City Occurred after Occurred before When reported Date disposition declared Incident number Primary incident number Incident nature Incident address State abbreviation ZIP Code | : Grand Island : 15:54:33 11/10/2009 : 15:54:33 11/10/2009 : 15:54:33 11/10/2009 : 11/10/2009 : L09111275 : : : Liquor Lic Inv Liquor License : 106 3rd St E : NE : 68801 | e Investigation |
| Contact or caller Complainant name number Area location code Received by How received Agency code Responsible officer Offense as Taken | : : PCID Police - CID : Vitera D : T Telephone : GIPD Grand Island Police Depar : Vitera D | rtment |
| Offense as Observed Disposition Misc. number Geobase address ID Long-term call ID Clearance Code Judicial Status | ACT Active 17961 CL Case Closed NCI Non-criminal Incident | |
| INVOLVEMENTS: | | |

Px Record #DateDescriptionRelationshipNM44790 11/10/09Kallos, Nickie J JrOwner/ManagerNM108650 11/10/09Club 69,Bar

LAW INCIDENT CIRCUMSTANCES:

| Se | Circu | Circumstance code | Miscellaneous |
|----|-------|-------------------|---------------|
| | | | |
| 1 | LT03 | Bar/Night Club | |

LAW INCIDENT NARRATIVE:

I Received a Copy of a Liquor License Application for Club 69 and a Liquor Manger Designation for Nickie Kallos.

LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number 1 Vitera D 318 Vitera D 12/02/09 11:58

Grand Island Police Department LAW INCIDENT TABLE

450 Page: 2

LAW SUPPLEMENTAL NARRATIVE:

| Seq | Name | Date |
|-----|----------|---------------------|
| | | |
| 1 | Vitera D | 13:56:07 11/20/2009 |

Grand Island Police Department Supplemental Report

I received a copy of a liquor license application for Club 69 and a liquor manager designation for Nickie Kallos at Club 69. On the application, it clearly asks "Has anyone who is a party to this application, or their spouse, ever been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law, a violation of a local law, ordinance or resolution." Nickie checked the "No" box.

The same question about convictions is asked on the liquor manager application. Nickie checked the "Yes" box and wrote out that he plead guilty to possession of marijuana. I checked Nickie through NCJIS and found that he has not only been convicted of possession of marijuana (less than an ounce- infraction), but he has also been convicted of an open burning violation in 2004, no operator's license in 2006, and disturbing the peace by noise in 2008.

I noticed in the original liquor license investigation for Club 69, Officer E. Olson spoke to Nickie. Nickie advised him that he had been convicted of an open burning violation. So, over the years and on different applications, Nickie has disclosed two out of his four convictions.

Nickie's failure to disclose his convictions technically makes the application false according to the Nebraska Liquor Control Act (Part II Chapter 2 Section 010.01). The undisclosed convictions would fall under state law or local ordinance. Either way, the convictions are either an infraction or a misdemeanor that does not rise to the level of a Class I Misdemeanor in a specified crime under Nebraska State Statute Chapter 28 that would automatically nullify the liquor license.

Club 69 has a lot of history with the Grand Island Police Department. I have documented that history and sent it to the City Council in the past when the City asked the Council to consider petitioning the NLCC to have Club 69 fill out a new application instead of receiving an automatic renewal. The Council agreed and recommended to the NLCC that a new application be submitted. The NLCC had a hearing and ordered Club 69 to submit a new application.

At this point, I'm going to attach my previous report on Club 69 and add recent law enforcement contacts centered around Club 69 to the report.

Date, Time: Fri Nov 20 14:51:53 CST 2009 Reporting Officer: Vitera Unit #: 865

Police Department To Protect and Serve Since 1872



Working Together for a Better Tomorrow. Today

The Grand Island Police Department has had to spend a significant amount of time, manpower, and resources dealing with problems and criminal activity occurring at or spilling out of Club 69. According to the Nebraska Liquor Control Commission website, Club 69 obtained a liquor license on 5/17/06. I searched our database from the time the license was issued until the present (7/22/09). I located 315 calls for service. Twenty-five of the calls were police-initiated bar checks. The following information is a list of select law enforcement calls and contacts involving Club 69 which illustrates what law enforcement has been dealing with for the past three years and two months.

On 11/23/06, police responded to a fight in front of Club 69. A bouncer observed two males in a physical altercation in the middle of the street. He was able to detain one of them who attempted to get away. One of the men had exited Club 69 just before the assault occurred. Neither party wanted to press charges. I don't know where the call originated from.

On 11/25/06, a Club 69 bouncer was arrested inside the bar on a local misdemeanor warrant.

On 12/2/06, officers took an assault complaint that occurred inside Club 69. It was determined to be a shoving match between two females. The complaint was unfounded. Also, an officer observed a fight break out as people exited Club 69 on 12/2/06. Gang members were assaulting another male. The victim said that he heard one of the people yell out "East Side" as he was being assaulted. The East Side Locos are a gang in Grand Island. The victim did not wish to press charges. This assault occurred about one hour before the other one and was not related.

On 12/9/06, an officer observed a Club 69 bouncer physically removing a patron from the bar. The officer stopped to help and identified the patron as a documented gang member. The bouncer told the officer that the patron had used a prison I.D. card to enter the bar. The officer spoke to the owner about letting people in the bar with an improper I.D. card.

On 12/16/06, officers did a "bar check" at Club 69. They observed several gang members inside the bar. One of the gang members could not produce any form of identification. He was told to leave the bar. The officers warned "security personnel" about letting people in the bar without identification.

On 12/24/06, an officer saw a man standing in front of Club 69 with a bottle of beer. The man was extremely intoxicated. The officer got a BAC of .224 using his PBT. The man said he had taken the beer out of Club 69 by concealing it in his jacket pocket. The officer noted that it was impossible to completely conceal the bottle in the pocket.

On 12/30/06, Club 69 called to have an intoxicated patron removed from the bar. The male refused to leave and was arrested for obstruction and trespassing.

Public Safety Building •131 South Locust Street • Grand Island, Nebraska 68801 (308) 385-5400 • FAX: 385-5398 • Emergency: 911 On 1/1/07, officers were detailed to Club 69 for an assault. One assault took place just outside the bar. A female was referred to the County Attorney for that assault. Officers also found a gang member inside the bar who had been involved in a fight. He didn't wish to file a report. Officers were also later called to the hospital to speak to yet a different assault victim from Club 69, but he didn't want to make a report either. It's unknown if he had been fighting with the gang member who didn't want to make a report.

On 1/5/07, an officer was flagged down by people running out of Club 69. The officer was told that an assault had just occurred inside the bar. A female had hit another female over the head with a beer bottle. The suspect was referred to the County Attorney.

On 1/19/07, officers performed an alcohol compliance check. One man was arrested on an outstanding warrant. Another man was arrested for false reporting. PBT's were given to some of the customers. Results were: .166, .215, .217, .239, .261, .263. The two highest tests still had drinks in their hands. One of them had to be told to quit drinking, and the drink had to be taken out of his hands. A 20 year old girl was encountered inside the bar. She didn't have any I.D. on her. She advised that she walked into the bar without being carded.

On 2/23/07, a group of 15 to 25 people came out of Club 69 and two or three of them began to actively fight. One man was bitten by another man. The man who got bitten also got stabbed by a different man. He underwent surgery at the hospital. One suspect was arrested, and the other was referred to the County Attorney. While investigating the crime, an officer spoke to the owner of Club 69. He asked the officer where the assault took place. Before the officer could answer, the owner stated that if it didn't occur on his sidewalk, it wasn't his responsibility.

On 2/25/07, an officer observed a male carrying beer out of Club 69 at 0106 hours. At 0121, the same officer observed another male carrying beer out of the bar. The officer contacted Nickie Kallos who got very angry and said the officer was picking on him. When asked about people carrying out beer after hours, he said, "What the fuck do you want me to do?" When told that he would be referred for charges, Nickie said, "I don't care, I will just pay the fucking fine!!"

On 3/3/07, officers responded to Club 69 to investigate a domestic assault. One of the parties involved in the assault made the call. One person was jailed, and the other person was referred to the County Attorney. After officers finished the assault complaint, they observed the bouncer escorting a male out of the bar. One of the officers spoke to the man who had been escorted out. He was extremely intoxicated. He tested .217 on a PBT. The man said that he was drunk before he got to Club 69. He also said that he been at Club 69 for an hour or an hour and a half and been served while he was there. He would not identify the bartender.

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On 3/10/07, officers were looking for a vehicle that someone had taken without permission. The vehicle was located parked directly in front of Club 69. A man exited the bar and said he had been driving the car. The officer asked him for I.D. The man said that he didn't have any I.D. They just let him in the bar. The officer searched the man, and didn't find any I.D. The man had a marijuana pipe in his pocket along with a half full bottle of vodka in the car. He was eventually cited for unauthorized use of a motor vehicle, possession of drug paraphernalia, and an open container violation. He was 23 years old.

On 3/11/07, officers were looking for a subject in Club 69. When they found him inside the bar, he had methamphetamine and drug paraphernalia on his person. He was arrested.

On 3/24/07, an officer was conducting a bar check when he observed a male leave the bar carrying and drinking a beer. The man was arrested. A subsequent search of the man revealed that he had meth on him and prescription pills that weren't in their original bottle.

On 3/31/07, officers responded to a complaint of a stabbing at Club 69. It turned out to be a false report. The subject who made the call was located in the same block as the bar. He was arrested for making a false report.

On 4/29/07, an officer spotted a male with an outstanding warrant standing outside of Club 69. The male resisted arrest, and a Taser had to be used on him. While dealing with the male, a female walked by the officer. She was also arrested for an outstanding warrant and false reporting.

On 5/12/07, an officer drove by Club 69 at closing time and observed a large crowd standing in the middle of the street. A female was assaulting a male. The female was arrested for assault and resisting arrest.

On 5/20/07, an officer observed some gang members exit Club 69 and then get into a fight across the street. One man was arrested, and one man was referred to the County Attorney.

On 6/15/07, officers were doing a bar check and arrested a woman inside Club 69. She had a local misdemeanor warrant.

On 6/22/07, officers were detailed to a disturbance at Club 69. One officer observed a woman standing in front of the bar yelling. She went back inside the bar before the officer could contact her. No further action was taken.

On 6/30/07, the police received an anonymous call about a man with a warrant inside Club 69. Officers located the man inside the bar and arrested him on a local misdemeanor warrant.

On 7/8/07, officers were detailed to Club 69 on a report of a male bleeding from the head. Officers found a subject inside the bar bleeding from his head with a broken beer bottle beside him. Two known gang members were referred to the county attorney for prosecution.

On 7/14/07, officers were detailed to Club 69 for an assault. One female assaulted another on the dance floor giving her a bloody nose. A referral was done to the county attorney. The report was marked with a "gang affiliation" designation.

On 7/15/07, a female was assaulted by two other females inside Club 69. The two suspects were referred to the county attorney for assault.

Also on 7/14/07, officers were called to Club 69 for a domestic disturbance inside the bar. Parties left prior to officers' arrival. No further action was taken.

On 7/20/07, a bouncer at Club 69 was arrested there on a warrant.

On 7/21/07, a gang member was arrested on a warrant inside Club 69.

On 7/23/07, officers responded to several intoxicated subjects arguing outside the bar. No enforcement action was taken.

On 7/29/07, officers responded to a complaint of an assault that occurred at Club 69. Two females assaulted another female. Referrals were done to the county attorney.

Also on 7/29/07, while officers were investigating the assault listed above, another fight broke out in the crowd outside the bar. Two females were punching and kicking each other in front of officers. Citations were issued.

On 7/30/07, officers investigated a domestic assault which occurred inside Club 69. A male was later arrested at a different location.

On 8/12/07, officers were detailed to Club 69 for a physical fight. The following information is copied from one of the responding officer's report. It details Club 69's owner, Nickie Kallos Jr.'s lack of cooperation with law enforcement.

On 08/12/07 at approximately 0010, I responded to a report of a physical fight at Club 69, 106 3rd St. E. Upon arrival, I observed several people running away from the area of the bar. I did was not able to contact any suspects at the scene.

The owner of Club 69, Nickie J. Kallos Jr., asked to speak with me. Nickie advised the fight was not his fault and the people involved left. He is tired of extra attention from police for small fights at his bar. He did not think the police involvement was necessary because he has his own security crew take care of the incidents.

He was confident that fighting at his bar has been significantly reduced in the past few months. I advised him to contact 911 immediately any time a physical fight breaks out. I told him, "Let us handle it." Nickie said, "I'm not going to call 911 for little misdemeanor assault shit. I'll call on felonies." I warned him of the importance of notifying police in the event of an assault at his bar. I spoke with him about civil liability and potential for serious injury. He again advised, "I'll call on felonies." I told him it was our job to determine if an assault is a felony, so the needs to notify police.

On 9/6/07, an officer found a man who staggered across the railroad tracks while the arms were flashing and in the down position. The officer said the man just missed being struck by a train by about 5 feet. The man was so intoxicated that he didn't hear or see the train and didn't remember the arms being down. The man said he had been drinking at Club 69. Officers relocated to Club 69 and were told that the man had been in the bar from about 1900 until 2230. Personnel from Club 69 were warned about serving intoxicated customers.

On 9/14/07, a gang member was arrested on a warrant at Club 69.

On 9/16/07, officers responded to a disturbance at Club 69. The owner was struck with a beer bottle after he allegedly punched one of the patrons. Two people were arrested, and three people were referred to the county attorney (including the owner). It appears that the county attorney declined to prosecute the owner.

On 9/17/07, an officer made a DUI arrest across the street from Club 69. The person arrested had been drinking at Club 69. One of the bouncers approached the officer and asked if he could take her back to the bar and arrange a ride for her. The female was subsequently arrested for DUI, possession of marijuana, possession of drug paraphernalia, and possession of methamphetamine.

On 9/21/07, officers were detailed to a large disturbance outside of Club 69. Two males were fighting. They both went to jail after one had to be subdued with a Taser.

On 9/24/07, an officer took a report where the victim claimed that his cell phone was lost or stolen while he was at Club 69.

On 9/28/07, officers responded to a fight in the area of Club 69. One subject who had just left Club 69 got

into a knife fight with another subject. Both subjects were treated at the hospital for puncture wounds.

On 9/29/07, officers investigated a domestic assault that originated inside Club 69. A man was jailed, and a woman was referred to the county attorney.

On 9/30/07, officers were detailed to a fight outside of Club 69. One person was jailed and another person was referred to the county attorney.

On 10/7/07, officers observed a disturbance in front of Club 69. One of the participants had just come out of Club 69. A man was jailed for 3rd degree domestic assault, possession of drug paraphernalia, and a Lancaster County warrant Another male was jailed for obstructing an officer after they had to use the Taser on him.

Also on 10/7/07, a woman was referred to the county attorney for assaulting two other women in the parking lot across the street from Club 69 after they left the bar.

On 10/13/07, a man with a warrant was arrested at Club 69.

On 10/14/07, an officer referred a female to the county attorney for assaulting a male inside of Club 69.

On 10/20/07, the owner of Club 69 was verbally warned for a noise violation.

On 10/21/07, an employee of Club 69 informed a police officer that two men had brought alcohol into the bar. The alcohol was poured out, and the men left.

Also on 10/21/07, two men were involved in a "shoving match" outside Club 69. No action taken.

On 11/03/07, a man was jailed for a felony assault, using a weapon to commit a felony, possession of marijuana less than an ounce, and trespassing after he stabbed another man in the neck with a hair pick inside Club 69.

Also on 11/3/07, a bouncer at Club 69 requested law enforcement assistance to help him check three men for weapons. No weapons were found.

On 11/4/07, a man was referred to the county attorney for criminal mischief after he knocked another man off of his motorcycle (cycle tipped over) in front of Club 69.

On 11/8/07, a man was jailed for an assault that occurred in front of Club 69. The man was also arrested for carrying a concealed weapon (knife).

On 11/10/07, the owner of Club 69 requested law enforcement assistance to help remove an intoxicated male from the bar.

On 11/16/07, officers spotted a man with a warrant in front of Club 69. The man was jailed.

On 11/18/07, an officer observed two men fighting in front of Club 69, one man was jailed for assault after a Taser was used on him.

On 11/24/07, a man was jailed for trespassing and obstructing an officer at Club 69.
On 12/6/07, officer responded to Club 69 to investigate an assault. One man was bleeding from his face and vomiting. The man said he fell down. The owner of the bar advised that another male punched the bleeding man because he was causing problems inside the bar. The assailant fled the scene. The victim did not make a report.

On 12/8/07, a man reported that he was assaulted at Club 69, but he didn't want to make a formal report.

On 12/17/07, an officer took a report where Club 69 had a damaged window. A customer threw a piece of ice and broke the window.

On 12/30/07, a man got assaulted outside of Club 69 after a confrontation between several males inside the bar. The injured male did not make a report.

On 12/31/07, a female at Club 69 was arrested on a warrant.

On 1/6/08, a man was referred to the county attorney for assaulting a bouncer at Club 69.

On 1/12/08, a pregnant woman was struck in the stomach when a fight broke out on the dance floor at Club 69. No criminal report taken.

On 1/13/08, Club 69 requested help removing someone from the bar.

On 1/27/08, officers helped escort a man out of the bar at the request of Club 69.

On 2/5/08, a man with a black eye advised he was assaulted inside Club 69, but he didn't wish to file a report.

On 2/22/08, a female subject was arrested inside the bar for drinking and violating the terms of her probation.

On 2/23/08, Officers were flagged down at Club 69. A man was lying on the ground in front of the entrance. He had a large bump on his head that was bleeding. A bouncer told officers that the man was inappropriately touching women inside the bar. The bouncer pushed him out the door. The man fell down and hit his head. Another man tried to pick up the injured man. The man trying to move the injured man was jailed for assaulting an officer, obstructing an officer, and resisting arrest.

Also, on 2/23/08, a man inside Club 69 was arrested on a warrant.

On 3/9/08, two men were jailed for assaulting each other in front of Club 69 after police had tried to break them up.

On 3/22/08, officers were detailed to Club 69 for a disturbance. Officers learned that two men assaulted another man while he was dancing because they thought he was "throwing gang signs." One man was referred to the county attorney.

On 3/23/08, Officers investigated an assault at Club 69. No action was taken because the victim was uncooperative.

On 3/30/08, an officer saw a young man walk into Club 69. The officer knew the man did not have any I.D. because the officer had recently seized it. The following is an excerpt from the officer's report:

While patrolling the downtown area on 3-30-08, I observed D.B. walk into Club 69. I knew D.B. did not have any form of identification on his person because I had seized his license earlier on that date because of a license pick up order. I stopped and made contact with D.B. at the front door, who appears to be younger than twenty one years old. I advised D.B. that he could not be in the bar without any form of identification, unless he had gotten one on Saturday. D.B. confirmed that he had not gotten an ID card.

While I was speaking with D.B. Nickie Kallos, bar owner of Club 69, came out and asked "What's wrong now?" I advised Kallos that D.B. did not have any form of identification on his person (and the reason that I knew he did not) and Kallos got agitated and said "he is my girlfriend's brother" and "he just got here". I advised him that it could easily appear to law enforcement (other than me) that D.B. was not old enough to be in the bar and ask for verification of age, which D.B. would not be able to provide. Kallos became more agitated and said "You fuckers are always trying to pin stuff on me, but how many times have you been able to do it, huh?? One

fucking time was all". Kallos also stated "I know the fucking laws and the liquor commission isn't going to do a fucking thing to me and neither can you!" At this point I was convinced that Kallos was not going to be cooperative with me so I left after I advised I would document the incident and he said "Go right ahead, I don't give a fuck". I later saw D.B. standing by the front door still.

On 4/13/08, an employee of Club 69 called and requested that a male be arrested for trespassing. The customer was causing problems inside the bar and refused to leave. The man was jailed.

Also on 4/13/08, officers responded to a fight at Club 69. Three people were jailed. One was jailed for 3rd degree assault on a police officer and obstructing a police officer. The second person was jailed for 3rd degree assault on a police officer, terroristic threats (to a police officer), obstructing a police officer, resisting arrest, strangulation, 3rd degree assault, and a Hall County warrant. This subject is a Blood gang member. The third subject was jailed for 3rd degree assault, prohibited acts, and resisting arrest.

On 4/18/08, two men at Club 69 agreed to fight. After punching each other several times, one of the men fell backwards into a brick wall. This man had a broken "nasal bone."

This man was referred to the county attorney for 3rd degree mutual assault. The other man was referred for 1st degree assault.

On 4/19/08, after a formal noise complaint was made, the owner of the bar was cited for disturbing the peace.

On 4/20/09 at 0135, a male was arrested for DUI. The car was parked and running with the male sitting behind the driver's seat in front of Club 69.

On 4/25/08, officers got an anonymous complaint from someone at Club 69 saying that a female with a warrant was inside the bar. Contact was made with the owner and a bouncer. They said that they hadn't seen the person in question since other officers had searched the bar. An officer then found the person with the warrant. She was hiding in the DJ booth.

On 5/18/08, three gang members were jailed for fighting in front of Club 69.

On 6/5/08, officers were conducting a bar check at Club 69 and removed three people from the bar because they were in violation of the City's smoking ban.

On 6/17/08, officers were detailed to Club 69 to arrest a man with a warrant. The man was located and jailed.

On 6/29/08, two woman were jailed for 3^{rd} degree assault and disturbing the peace by fighting while they fought inside Club 69.

On 7/4/08, after an altercation inside the bar, one man was jailed for 2^{nd} degree assault, and a woman was referred to the county attorney for a 3^{rd} degree assault.

On 7/6/08, officers responded to a complaint of a protection order violation at Club 69. The suspect was not located.

On 7/16/08, while an officer was investigating an assault complaint at Club 69, he observed a woman leave the bar who had an arrest order for a probation violation. The officer jailed the woman.

On 8/3/08, one of the Club 69 bouncers was arrested on 3 Hall County warrants.

On 8/10/08, A male was arrested for 3rd Degree Assault and Refusal to Sign Citation at Club

69 following an investigation in which the male subject struck a female inside the club.

On 8/12/08, an officer was flagged down regarding subjects with motorcycles on sidewalk doing power stands in front of the bar. Suspects departed prior to arrival.

On 8/17/08, an officer reported a large group fighting in the street in front of the bar.

On 8/23/08, an officer witnessed two females fighting in front of Club 69. One female was arrested for a domestic assault.

Also on 8/23/08, a female was arrested for assault in the 2nd degree, willful reckless driving, and driving under the influence of alcohol. Officers were called to Club 69. The arrest was made in the parking lot across the street.

On 9/6/08, an officer reported a large verbal disturbance in front of club 69 at 0018. Another one was reported at 0123.

On 9/13/08, an officer determined there had been a verbal and possibly physical altercation; no persons identified.

Also on 9/13/08, an officer contacted a male who was sitting behind the wheel of his van in a parking stall by Club 69. The keys were in the ignition, and he appeared to be sleeping. He had the smell alcoholic beverage coming from his person. He failed SFST'S and refused a PBT. A sword was found inside a walking stick in his van upon a search. He was arrested for DUI and carrying a concealed weapon.

On 9/21/08, an officer took a theft report from a male who said that he lost his wallet while he was fighting at Club 69.

On 9/26/08, an officer responded to an indecent exposure report at Club 69. He was unable to locate/identify the suspect.

On 9/27/08, officers were called to Club 69 by an anonymous female about another female in the bar who had a warrant. The suspect female was located and arrested.

On 10/4/08, officers responded to Club 69 on a disturbance call. Two males were in the parking lot across the street were referred to the county attorney for a mutual assault. Another male was briefly detained and told to leave when it was determined he wasn't involved. He came back and caused problems. A female living above Club 69 complained about the noise from that man. He was arrested for disturbing the peace.

On 10/19/08 at 0114, an officer responded to a disturbance at Club 69. The only documentation from him was a statement that said "usual weekend problems."

On 11/8/08, officers were detailed to Club 69 reference an assault. They contacted and spoke with a male, who stated he had been assaulted by two males inside the bar.

On 11/27/08, bouncers kicked three intoxicated males out of the bar. He watched them as they got into a confrontation outside. While the males were in a vehicle they hit the bouncer with the car. The driver was eventually arrested. Another DUI arrest was made as a result of this investigation.

On 12/19/08, officers were dispatched to Club 69 regarding two males with outstanding arrest warrants. The men had been hiding in a car parked in front of the bar. They walked away from the bar and were both arrested.

On 12/24/08, officers received information about a male with an outstanding arrest warrant out of Montana in the bar. He was located and arrested.

On 12/27/08, a documented gang member was arrested for assaulting another male inside the bar. He also had a small amount of marijuana on his person.

On 1/1/09, a male was arrested for physically obstructing a stabbing investigation at Club 69. Another

male was arrested for terroristic threats. One victim was assaulted with a knife by an unknown individual. No weapon was recovered.

On 1/10/09, an officer saw a female outside of Club who had an outstanding arrest warrant. The woman was arrested.

Also on 1/10/09, a known gang member was referred to the county attorney for a felony assault for striking another subject with a plastic pitcher of beer inside Club 69.

Also on 1/10/09, three males were refused entrance into the bar. As one of them was leaving, he told the bouncer that he was coming back with a Glock.

On 1/16/09, a male and female were fighting inside the bar. The female was arrested.

On 2/22/09, five people were arrested following a disturbance at Club 69. Three were arrested for fighting in front of the officers, and two were arrested for failing to obey the officers' orders.

On 3/7/09, a female reported that her boyfriend had assaulted her inside Club 69. The male was referred to the county attorney for the assault.

On 3/8/09, several subjects were arrested stemming from an incident at Club 69. Subjects involved in the disturbance failed to disperse when ordered by Police. Three people were arrested and one was cited for the following charges: Obstructing a Police Officer (x 3), Resisting Arrest, Assault on a Police Officer, Possession of Marijuana < loz, Possession of Drug Paraphernalia, Terroristic Threats, and Failing to Disperse. **Nickie Kallos was interviewed and said that one of the suspects had threatened him with a knife. Kallos clarified that he had actually seen the knife during the threat. He later changed his story and said he didn't see the knife, he was just told the knife was involved. He changed his story yet a third time and said that he was actually never threatened at all.** On 4/12/09, Officers were standing outside of Club 69 monitoring the crowd when a female came out of the bar shouting there was a fight going on inside. As an officer approached the front door, several males came falling out of the door. There was a lot of pushing and shoving going on. One male was arrested for assault. One of the Club 69 bouncers was referred to the county attorney for assaulting a customer.

On 6/7/09, officers got called to Club 69 regarding an unconscious, bleeding male who was lying on the ground in front of the bar. One witness saw the male get punched by another male. She and another witness then saw one of the Club 69 bouncers kick the male on the ground and tell him to get up. He bent over an attempted to pick the man up. When the man didn't move, the bouncer left.

On 6/13/09, an officer documented her contact with Nickie Kallos at closing time at Club 69. She wrote the following, "While dispersing the bar crowd at Club 69, the owner, Nick Kallos approached officers, being very belligerent. Kallos was yelling that the officers are liars and something about the liquor commission. Kallos appeared to be intoxicated. He wasn't steady on his feet and he was having a difficult time keeping his eyes focused on the officers present. Kallos' eyes were barely open. Kallos was told to go back into the bar. He did so, but continued to yell at officers.

On 6/21/09, an officer documented what he thought was excessive force by the bouncers at Club 69. He gave the following account: While performing an Agency Assist outside Club 69, Nikki Kallos came outside and advised there was a disturbance inside the bar. When I walked into the bar I observed two bouncers dragging a male subject on the floor inside the bar. The force used appeared to be in excess of what was needed since the subject was not fighting back or struggling in any way other than trying to get up and walk on his own and in one bouncer's words, the man was "just inside the bar when he is not supposed to be." I advised the bouncer that he did not need to use the force used. The male subject was advised to leave the bar and not return.

Also on 6/21/09, an ambulance was attending to a patient in front of Club 69. The ambulance was parked in the street blocking the westbound lane. A pickup and pedestrian were stopped blocking traffic in the eastbound lane. An officer told them to move. They moved a little bit and then went back to impeding traffic. One male was cited and the other one was referred for impeding traffic.

On 7/18/09, an officer observed a couple of men fighting in the street in front of Club 69. The officer eventually learned that one of the men had assaulted a different man inside the bar and chipped his tooth. The suspect had also threatened Nickie Kallos with a pool cue, according to the bouncer. The suspect was arrested for assault for chipping the one man's tooth.

In conclusion, Club 69 keeps the Grand Island Police Department very busy. As of 7/20/09, I located 315 calls for service at Club 69 with the first documented call occurring on 12/19/06. There were several calls to Club 69 that were not documented (but included in the numeric total) in this report because the people involved couldn't be located, the event couldn't be directly related or attributed to Club 69, or the officer didn't do a report. Of the 315 calls, only 25 were routine, police-initiated bar checks.

I checked on some other bars in the area of Club 69 and documented their liquor license issue date and the number of law enforcement calls from that date until the present time. I chose the Las Vegas Bar and Grill which is located at 316 E. 2nd, The Upper Deck which is located at 2110 W. 2nd, The Chicken Coop which is located at 120 E. 3rd, and Slugger's Sports Bar which is located at 707 W. Anna.

The Las Vegas Bar and Grill had their license issued on 9/5/06. Since then, the Grand Island Police Department has had 93 calls there. Seven of those were bar checks.

The Upper Deck has had a liquor license since November 2001. They changed ownership in 2005. Since the original license was issued, the Grand Island Police Department has received a total of 107 calls. Two of those were bar checks.

The Chicken Coop was issued a liquor license on 2/2/04. The Grand Island Police Department has a total of 49 calls there. None of those calls were bar checks.

Slugger's received a liquor license on 1/3/2000. Since then, the Grand Island Police Department has documented only 10 calls for service.

With the exception of parts of the conclusion and the "P.S." that will be at the end of this report, the rest of my documentation was done on 11/20/09. Since I left off at 7/18/09, I ran law enforcement calls from 7/19/09 until 11/20/09. I came up with 32 additional calls. Of those 32 calls, 3 were bar checks. Most of the calls were "disturbance" calls where no report was taken. I will continue to highlight a few of the more interesting calls.

8/1/09, deputies responded to Club 69 in Grand Island for a reported disturbance. All Grand Island Police officers were busy with other calls at the time. Upon arrival I was advised by an employee that the subjects involved in the fight had left. A Deputy located the subjects in the parking lot to the south.

A female was found lying on the ground. She was bleeding from the mouth and had bruising around her eye which she said was the result of having been kicked in the head. She was intoxicated and belligerent. She was unable to identify who had assaulted her. Other subjects in the area offered multiple descriptions of possible suspects including a white female, a black female, and three black males. No suspects were located and the "victim", who refused treatment from the responding ambulance, left with a friend. On 8-15-09 I (GIPD officer) spoke with Nickie Kallos, owner, who advised he witnessed approximately 20 black males beating up one other black male. Nickie advised a fight had happened inside the bar and the staff escorted everyone out. Upon exiting the bar the 20 males jumped the other black male and began punching and kicking him and then left. Nickie advised he has not seen the 20 black males before. Contact person on the call is listed as "Nick."

8/29/09, after an argument in the bar, a female was contacted and arrested on a Lancaster County warrant.

10/11/09, two males were arrested for obstructing a police officer. One of them was also arrested for 3rd degree assault.

10/25/09, a male was arrested for obstructing a police officer and terroristic threats (on police officer).

11/8/09, just after bar closing time, someone drove by the bar and fired 10 rounds up in the air out of a vehicle.

In conclusion, I believe this report not only details the frequency and nature of the activities that law enforcement encounters at Club 69, but it also shows some examples of the attitude and **lack of cooperation** from the owner and his **inability to manage and control the premises**. Considering the number of bars in Grand Island and the **many options available for citizens to choose from**, the activity occurring at Club 69 **is not consistent with the public interest**. Club 69 accounts for a disproportionate amount of time, manpower, and **resources spent there by law enforcement** when officers could be working proactively to prevent other crimes that plague our community.

Sincerely,

Sgt. Dave Vitera

P.S. On 9/16/09, I attended a hearing in front of the NLCC to determine if Club 69 should be required to fill out a "long form." During the hearing, Nickie Kallos testified. He acknowledged that there is a lot of police activity at his bar. He even went as far as saying that **the police are there about every Friday and Saturday night**. He also acknowledged that he has very little control over the bar because he doesn't have enough help. He stated that he has a problem with the police. He then said that he doesn't understand the liquor laws because "you need to be a lawyer to understand it." However, in one of my earlier documented examples, Kallos told a police officer that he knows the law, and the Commission can't do anything to him. Kallos is either untruthful, ignorant, or both. Either way, Kallos shouldn't have a license because the detailed examples illustrate that he is not of good character and reputation in the community, and he can't possibly conform to all provisions and requirements of and rules and regulations adopted pursuant to the Nebraska Liquor Control Act if he doesn't understand them after the substantial amount of time he's had a license.

On 9/16/09, I also received a copy of an e-mail dated 8/27/09 from Fire Chief Troy Hughes to Police Chief Steve Lamken. Chief Hughes documented that from 2007 through August of 2009, the GIFD had responded to Club 69 with an ambulance and fire truck 29 times. That's almost once a month. Each time the GIFD was called there, they would have sent a minimum of five fireman/paramedics if not six.

The Grand Island Police Department recommends that the liquor license application for Club 69 be denied.



City of Grand Island

Tuesday, December 15, 2009 Council Session

Item E2

Public Hearing on Acquisition of Utility Easement - Southwest Corner of 1108 Allen Drive - Nebraska Investment Association, LLC

Staff Contact: Gary R. Mader

Council Agenda Memo

| From: | Robert H. Smith, Asst. Utilities Director | | |
|---------------|---|--|--|
| Meeting: | December 15, 2009 | | |
| Subject: | Acquisition of Utility Easement – Southwest Corner of 1108 Allen Drive – Nebraska Investment Association, LLC | | |
| Item #'s: | E-2 & G-11 | | |
| Presenter(s): | Gary R. Mader, 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 Nebraska Investment Association, LLC located through a part of Lot Two (2), Meadowlark West Seventh Subdivision (the southwest corner of 1108 Allen Drive), in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used to place underground primary electric cable and a padmounted transformer to serve the new Verizon Wireless office being constructed on the site.

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, December 15, 2009 Council Session

Item E3

Public Hearing on Acquisition of Utility Easement - Fonner Park -Hall County Livestock Improvement Association

Staff Contact: Gary R. Mader

Council Agenda Memo

| From: | Robert H. Smith, Asst. Utilities Director | | |
|---------------|--|--|--|
| Meeting: | December 15, 2009 | | |
| Subject: | Acquisition of Utility Easement – Hall County Livestock Improvement Association – Fonner Park | | |
| Item #'s: | E-3 & G-12 | | |
| Presenter(s): | Gary R. Mader, 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 Hall County Livestock Improvement Association located at Fonner Park, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used to place high voltage electric cable, conduits and pad-mounted transformers to provide electrical service to three of the new State Fair buildings.

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, December 15, 2009 Council Session

Item E4

Public Hearing on Easement Acquisitions for the Electric Transmission Line Project - St. Libory Loop

Staff Contact: Gary R. Mader

Council Agenda Memo

| From: | Gary R. Mader, Utilities Director Wesley Nespor, Asst. City Attorney/Purchasing | |
|---------------|--|--|
| Meeting: | December 15, 2009 | |
| Subject: | Easement Acquisitions for the Transmission Line Project – St. Libory Loop | |
| Item #'s: | E-4 | |
| Presenter(s): | Gary R. Mader, Utilities Director | |

Background

The Electric Department has electric distribution substations connected at various distances along a 115 kV transmission loop. The loop generally runs along the outer edge of the urban area, providing power to the substations and providing power supply redundancy by use of the looped configuration. A map of the transmission system is attached for reference. Also attached is a more detailed map of the selected route for the new transmission line. Substations reduce voltage from the 115,000 volt level to 13,800 volts for distribution to individual customers across the City. Substations E, located north of Swift on the east side of the loop, and Substation F, located north of Menards on the west side of the loop, are the newest substations. They were placed in initial service in 2001, and completed in 2007.

Power generation and regional interconnections to Nebraska Public Power District (NPPD) are concentrated on the south and east side of the transmission system loop. The northern portion of the transmission loop has no interconnections. And while it can sustain a single line segment loss contingency, any additional failure could result in loss of several major substations, resulting in power loss to major portions of the City. With power plant and regional grid interconnections, the southern portion of the transmission loop has more redundancy.

Recognizing that the City is continuing to grow, that future transmission line construction will occur and that reliability improvement is always important, Substations E and F were constructed with provisions to accept additional 115 kV transmission interconnections. In the long range plan of the Electric Department, these substations are designed for new transmission interconnections as future load growth may require.

Advantage Engineering (AE) was contracted in 2006 to perform a Transmission and Substation System Study for the City of Grand Island Utilities Department (GIUD). Various alternatives and solutions were analyzed for the logical and economic expansion of GIUD's 115 kV transmission loop, power interconnections with NPPD, substations, distribution, and communications. The system study period was ten years (2006 – 2016) taking into account projected City expansion and load growth. When fully implemented, the major substation and transmission requirements should be satisfied through 2027.

The Transmission and Substation System Study was completed in 2007 and contained a detailed analysis of previous studies and reports; surrounding area power provider plans; state-wide planned improvements; contractual obligations; the City's comprehensive development plans; system capabilities and capacities; land use issues; and schedule related items. The study resulted in recommendations to expand GIUD's transmission system to serve load growth and assure reliability. The results of the Transmission and Substation System Study were initially presented to the Grand Island City Council on January 8, 2008.

One of the major system improvements identified in the Transmission and Substation System Study was the need for providing a second 115 kV power supply to GIUD's Substation F. In the study it was recommended that a new 115 kV line be constructed to connect the open 115 kV transmission bay at GIUD's Substation F to NPPD's St. Libory Junction northwest of the City. The new 115 kV line would be approximately seven miles in length and would require that GIUD select a route for the new line and obtain new transmission line easements necessary to construct the line. This new transmission line would improve the reliability of the entire GIUD transmission system by providing an additional connection to the regional electric grid, to the north.

A comprehensive field study was conducted of the area between the existing GIUD Substation F and the NPPD St. Libory Junction Substation site. As a result of the field analysis, five alternate routes were selected and evaluated for the project. The evaluation of each route included a technical evaluation, a land use evaluation, an environmental evaluation, and an economic evaluation.

At the April 21, 2008 City Council meeting, the Utilities Department and consulting engineers made a detailed presentation of the line route evaluation. And at the April 28, 2009 meeting, Council authorized proceeding with the project, including acquisition of the easements necessary to allow for line construction.

Discussion

State law includes a number of requirements which must be met to acquire easements for power line construction. Johnson Appraisal, LLC of Lincoln, Nebraska was hired to complete appraisals for the easements needed for the new line. A certified letter was sent to each landowner notifying them of the proposed project, describing the property required for easements, providing a map of the proposed route and advising them of the date and time of the Public Hearing to be held on the project. Additionally, a Public

Notice was published in the *Grand Island Independent* on November 25, 2009. The Public Hearing is required to be held 30 days prior to the beginning of easement acquisition negotiations with landowners.

Alternatives

State law requires the governing body to give notice to affected land owners and to hear and consider public comment prior to beginning negotiations but no action item is required at this time.

Recommendation

City Administration recommends that the Council conduct the legally required public hearing in order that the Utilities Department may proceed to initiate negotiations for easement acquisition as required for construction of the line.





Public Hearing Meeting For 115 KV Transmission Line Substation "F" to St. Libory Junction

<u>The Need And Reasons For Building The Proposed 115 kV</u> <u>Transmission Line</u> <u>Substation "F" to St. Libory Junction</u>

- A Transmission and Substation System Study was completed in 2007 which resulted in recommendations to expand the City's transmission system to serve load growth and assure reliability. The results of this study were presented to the Grand Island City Council on January 8, 2008.
- One of the system improvements identified in the Transmission and Substation System Study was the need for providing a second 115 kV power supply to the City's Substation "F" located on Capital Avenue on the northwest side of the City.
- The study recommended that a new 115 kV line be constructed to connect the open 115 kV transmission bay at the City's Substation "F" located on Capital Avenue to the Nebraska Public Power District (NPPD) St. Libory Junction located on Engleman Road northwest of the City.
 - The proposed new line will be approximately 7 miles in length and would require that the City select a route for the new line and obtain new transmission line easements necessary to construct the line.

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- The new transmission line will improve the reliability of the entire Grand Island transmission system by providing an additional connection to the regional electric grid to the north.
- The City plans to begin construction of this new transmission line in late 2010 or early 2011.



Alternate Routes That Were Considered For The 115 kV Transmission Line

- A study area was identified for the selection of the alternate line routes to be considered for the new 115 kV line. The study area includes the line terminals for the City's Substation "F" located on Capital Avenue and the proposed new NPPD St. Libory Junction Substation to be constructed at the site of the existing switch station location on Engleman Road between Chapman Road and Prairie Road.
- Five possible alternate routes were identified in the Line Route Study. Alternate Routes 1, 2, 3, and 4 generally follow existing roads. Alternate Route 5 generally follows the half-section line between North Road and Engleman Road.
- The Line Route Study was presented and discussed in detail at the City Council Meeting on April 21, 2009.









Structure Types To Be Used To Construct The New 115 kV Transmission Line

- The new 115 KV line will be constructed using single pole steel structures.
- Typically the poles will be approximately 70 to 80 feet in height above ground and be spaced every 225 to 350 feet.
- The line poles will be approximately 3 feet in diameter and the corner and angle structures will include a round concrete foundation that is approximately 7 feet in diameter.
- All corner and angle structures will be self-supported structures eliminating the need for guy wires and anchors.
- The poles will support four (4) conductors.







Evaluation and Cost Comparison Of The Alternate Routes Studied For The Line

Each of the alternate routes for the line were evaluated based on the following criteria:

- 1. Route Length
- 2. Number of angle structures required
- 3. Environmental impact
 - a. The number of homes within 500 feet of the line
 - b. The amount of trees to be removed
- 4. Cost of the right-of-way for new permanent easements
- 5. Total estimated cost to construct the line
- 6. Costs to relocate any existing lines or other facilities

COMPARISON OF COSTS FOR ALTERNATE ROUTES NEW 115 KV LINE - SUBSTATION "F" to ST. LIBORY JUNCTION

| Route | Route Length - Miles | Total Number of Structures Required | Number of Angle Structures Required | No. of Homes Line Passes Within 500 Ft. | Total Estimated Route Cost |
|----------|-------------------------|---|---|---|-------------------------------|
| Route #1 | 7.05 | 138 | 10 | 10 | \$7,123,673 |
| Route #2 | 7.06 | 138 | 10 | 10 | \$7,149,654 |
| Route #3 | 7.05 | 138 | 10 | 11 | \$7,124,673 |
| Route #4 | 7.04 | 136 | 8 | 11 | \$7,001,301 |
| Route #5 | 7.03 | 136 | 8 | 1 | \$6,975,914 |

Route Selected For The New 115 KV Substation "F" To St. Libory Transmission Line

Based on the evaluation presented in the Line Route Study, it was recommended that the new 115 kV line be constructed along Alternate Route 5 for the following reasons:

1. This route is slightly shorter and more direct than the other routes.

2. This route requires the least number of angle structures.

3. This route passes near the least number of homes of any other route.

4. This route is estimated to cost less than the other four routes evaluated.



Right-Of-Way Easement Requirements For The New Line

A 50 foot wide right-of-way will be required where the line crosses private property.

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- A 27 foot wide right-of-way will be required where the line is adjacent to existing road right-of-way.
- These right-of-way widths meet the safety requirements of the National Electric Safety Code (NESC) and are sufficiently wide to assure that the conductors will not swing outside the right-of-way under the extreme wind condition.
- Normal farming operations can continue inside the right-of-way with the exception of pivot irrigation crossing under the line. No structures are allowed inside the right-of-way.
- Easements are required from the landowners for each tract of land crossed by the route of the line.
- Easements include the rights to construct the line and for the line to occupy the right-of-way. Also included in the easement are the rights needed to maintain and repair the line in the future.
- Easements obtained include compensation in the form of a onetime payment for a permanent easement.





RIGHT-OF-WAY REQUIREMENTS 115KV LINE SUB "F" TO ST, LIBORY JCT.

Right-of-Way Appraisal Process To Determine Easement Compensation Amount

- An independent real estate appraisal firm was hired by the City to determine the market value of the permanent easements needed to be acquired for the new 115 kV line.
- Johnson Appraisal, LLC of Lincoln, Nebraska provided this service to the City.
- The amount of compensation for each easement was based on the following items:
 - 1. Market Data Comparisons of comparable sales in the immediate area
 - 2. Soil classification and tillable classification of the the soil on the property
 - 3. The estimated dollar value per acre of the property
 - 4. The total number of acres included in the easement needed
 - 5. The estimated impact on the value of the easement area due to the construction of the line

6. The estimate of any severance damages to the remainder of the property as a result of the acquisition of the easement

7. Payment for any damages that may occur as a result of construction activities
Right-Of-Way Negotiations With Property Owners

- The City will use an independent outside firm to contact the property owners on behalf of the City to negotiate the easements needed for this project. Midwest Right of Way Services of Omaha, Nebraska will provide the right-of-way acquisitions services needed for this project.
- A right of way person from Midwest Right of Way Services will contact and meet with each affected property owner and discuss the easement needed for the line. A copy of the proposed easement document will be presented showing the easement needed and the amount offered by the City as compensation for the easement.
- Once an agreement is reached with each landowner and the easement document has been signed by the landowners and any lien holders, the document will be submitted to the City Council for approval and payment authorization.
- Should the City and a property owner not be able to reach a fair and reasonable agreement on an easement, the City may elect to use the right of eminent domain to acquire the easement. Property Owners shall have the right to be represented by an attorney and to negotiate and accept or reject the offer of damages which will be sustained by the proposed easement acquisition, and the right to require that such damages be determined pursuant to the procedures for acquisition by eminent domain.





City of Grand Island

Tuesday, December 15, 2009 Council Session

Item E5

Public Hearing on Redevelopment Plan for Property Located at 703 South Lincoln Avenue

Staff Contact: Chad Nabity

Council Agenda Memo

| From: | Chad Nabity, AICP |
|----------------|---|
| Meeting: | December 15, 2009 |
| Subject: | Amendment to Redevelopment Plan for CRA Area #1 |
| Item #'s: | E-5 & G-10 |
| Presente r(s): | Chad Nabity, AICP CRA Director |

Background

In September of 1999, the Grand Island City Council declared property referred to as CRA Area #2 as blighted and substandard and approved a generalized redevelopment plan for the property. The generalized redevelopment plan authorized the use of Tax Increment Financing (TIF) for the acquisition of property, redevelopment of property, site preparation, 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.

John Schulte Construction (the developer) has submitted a proposed amendment to the redevelopment plan that would provide for the construction a 4-unit apartment building this lot. The proposed apartments are each 2 bedroom units with 980 square feet. The developer is proposing to landscape yard and install an underground sprinkler system.

The CRA reviewed the proposed development plan and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on November 12th. 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 December 2nd. The Planning Commission approved Resolution 2010-01 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 and to enter into the record a copy of the plan amendment, the draft TIF contract under consideration by the CRA, and a copy of the cost benefit analysis that was performed regarding this proposed project.

Council is being asked to approve a resolution approving the cost benefit analysis as presented along with the amended redevelopment plan for CRA Area #2 and authorizes the CRA to execute a contract for TIF based on the plan amendment. The redevelopment plan for amendment permits the development of a 4-unit apartment building at this site and the use of Tax Increment Financing to pay for the cost of acquisition of the property, demolition and site preparation and necessary utility improvements. The cost benefit analysis as attached finds that this project meets the statutory requirements for as eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. The total tax increment financing allowed for this project may not exceed \$55,525 during this 15 year period. Based on the current tax rate and the project increment created by this project it is expected that the \$55,525 will be collected in just over 11 years. This project will remove a blighted property from the neighborhood and replace it with new apartment building. This will result in a net gain of 3 housing units.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to continue approve the resolution as submitted.

Redevelopment Plan Amendment Grand Island CRA Area #2 November 2009

Property Description

This property is located at the corner of Anna Street and Lincoln Avenue (W ¹/₂ of the W ¹/₂ of Block 16 of Windolphs Addition to the City of Grand Island). Property address is 703 S. Lincoln Avenue in Grand Island Nebraska.

Future Land Use Plan

See the attached map from the 2004 Grand Island Comprehensive Plan

Site Coverage and Intensity of Use

The developer is proposing to a 4 unit apartment building on this lot. The developer is proposing to landscape the yards and include underground sprinkling. Each unit will have 2 bedrooms (980 square feet) and it is anticipated that the total occupancy of these units would range from between 4 and 16 people. The total square footage of the building will be 3,922 square feet. Allowable coverage on this lot in the R4 High Density Residential district is 5,544 square feet.

The anticipated value of this development at the time of completion is \$293,582.

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

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

Additional Public Facilities or Utilities

Sewer and water are available to support this development. New water and sewer services will be required for this building. No new mains will be required.

No other utilities would be impacted by the development.

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

Time Frame for Development

Development of this project is anticipated to be mostly complete during the 2010 calendar year. The base tax year should be calculated on the value of the property as of January 1, 2010. Excess valuation should be available for this project for 15 years beginning with the 2012 tax year. Excess valuation will be paid to the developer's lender per the contract between the CRA and the developer for a period not to exceed 15 years or \$55,575.











COMMUNITY REDEVELOPMENT AUTHORITY CITY OF GRAND ISLAND, NEBRASKA AREA #2 John Schulte Construction PROJECT NOVEMBER 2009

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

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

John Shulte Construction is requesting tax increment financing to assist with the construction and redevelopment of a 4-plex apartment building at 703 S. Lincoln Avenue. The proposal is to build a single apartment building with four two-bedroom apartments (980 square feet) on the site. This project renews the residential use of this property. The property is currently occupied by a vacant single family house that is considered in average condition by the assessor's office, but was recently purchased for \$25,000.

The existing house was built in 1901. The developer has determined that it is not cost effective to rehabilitate the existing structure. The property is zoned for residential uses including multifamily uses as proposed. The proposed use is consistent with the current zoning of the property.

The estimated project costs are \$298,240 including the cost of acquisition of the property, necessary site improvements and utilities and construction of the new building. The amount of tax increment financing the project will generate over a 15 year period at the current tax levy rate is 2.125621 is \$73,301. Based on the cost estimates, \$55,525 of the expected costs can be attributed to TIF eligible expenses. It is estimated that TIF will only be required for a little over 11 years on this project. A. <u>Tax shifts resulting from the approval of the use of funds pursuant to</u> <u>Section 18-2147:</u>

| a. | Redevelopment Project Valuation | \$63,684 |
|----|--|------------|
| b. | Projected Completed Project Assessed Valuation | \$293,582 |
| C. | Projected Tax Increment Base (b. minus a.) | \$229,898 |
| d. | City Tax Levy (2009) | |
| e. | County Tax Levy (2009) | |
| f. | School District Tax Levy (2009) | |
| g. | Community College Tax Levy (2009) | |
| h. | Educational Service Unit Tax Levy (2009) | |
| i. | Natural Resource District Tax Levy (2009) | |
| j. | Other applicable real estate tax levies (2009) | |
| k. | Total levy | \$2.125621 |
| Ι. | Annual Projected Tax Shift (Max of 15 years) | \$4,887 |
| m. | Total Projected Tax Shift | \$73,301 |
| | | |

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

The developer has the cost of acquisition of the property and demolition of the existing structure as well as site preparation expenses. The developer will also have to install new sewer and water services lots. These improvements will be made at the expense of the developer and will Tax Increment Financing will be necessary to pay for them.

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

Necessary Public Infrastructure Improvements:

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

These improvements will be made at the developer's expense to be covered by TIF. Utilities are available to this location. No utility improvements on the site will be completed at rate payer or tax payer expense. No street improvements are anticipated. Anna is a 41' wide paved street and Lincoln is a 37' wide paved street. Minimal additional traffic will be created with this project.

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

Minimal sales tax revenue would be generated with this use. Some additional sales tax will be generated with the construction.

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

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

No jobs will be displaced by this development within the redevelopment area. This will keep the developers employees working while the units are being built.

D. <u>Impacts on other employers and employees within the city or</u> <u>village and the immediate area that are located outside of the</u> <u>boundaries of the area of the redevelopment project</u>

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

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

This project will increase the available quality housing in Grand Island by a net of 3 units. The existing structure is worn out and not acceptable as a housing unit. These types of smaller projects spread throughout the city will have a less drastic impact on neighborhoods and schools than a centralized larger housing project. A new structure in this neighborhood represents a significant investment in an aging neighborhood. This neighborhood has not had a great deal of new development in many years and some newer buildings, especially ones that replace worn out buildings are likely to raise all of the property values.

REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the ____ day of _____, 2009, by and between the Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority") and John Schulte Construction ("Redeveloper"), whether one or more.

WITNESSETH:

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

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

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

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

ARTICLE I

DEFINITIONS AND INTREPRETATION

Section 1.01 Terms Defined in this Redevelopment Contract.

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

"Act" means Section 12 of Article VIII of the Nebraska Constitution, Sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, 1943, as amended, and acts amendatory thereof and supplemental thereto.

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

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

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

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

"Project" means the improvements to the Premises, as further described in <u>Exhibit B</u> attached hereto and incorporated herein by reference.

"Project Costs" means only costs or expenses incurred by Redeveloper to acquire, construct and equip the Project pursuant to the Act as identified on <u>Exhibit C</u>.

"Redevelopment Contract" means this redevelopment contract between Authority and Redeveloper dated ______, 20__, with respect to the Project.

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

"Resolution" means the Resolution of the Authority dated ______, 20___, as supplemented from time to time, approving this Redevelopment Contract.

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

ARTICLE II

REPRESENTATIONS

Section 2.01 Representations by Authority.

Authority makes the following representations and findings;

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

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

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

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

Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

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

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

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

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

ARTICLE III

OBLIGATIONS OF THE AUTHORITY

Section 3.01 Division of Taxes

In accordance with Section 18-2147 of the Act, the Authority hereby amends the Redevelopment Plan of the Authority by providing that any ad valorem tax on real property in the Project for the benefit of any public body be divided for a period of Fifteen years after the effective date of this provision as provided in Section 18-2147 of the Act or until \$55,575.00 is provided through TIF, whichever occurs sooner. The effective date of this provision shall be January 1, 2011.

Section 3.02 TIF Pledge of Revenues.

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

Section 3.03 Payment.

Authority will pay to Redeveloper's Lender the proceeds of the TIF Revenues derived from Redeveloper's semi-annual payment of ad valorem taxes on the real property included in the Redevelopment Project. If such real estate taxes are not paid by Redeveloper, no TIF Revenues will be generated to enable the Authority to pay TIF Revenues to the Redeveloper. Section 3.04 Creation of Fund.

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

ARTICLE IV

OBLIGATIONS OF REDEVELOPER

Section 4.01 Construction of Project; Insurance

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

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

insureds. Any contractor chosen by the Redeveloper or the Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage and shall include "All Risk" insurance for physical loss or damage. The contractor or the Redeveloper, as the case may be, shall furnish the Authority with a Certificate of Insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the Authority prior written notice in the event of cancellation of or material change in any of the policies. Sections 4.02 Reserved.

Section 4.03 Redeveloper to Operate Project.

Except as provided in Section 4.08 hereof, Redeveloper will operate the Project for not less than until the final TIF revenue payment is made or 15 years from the effective date of the provision specified in Section 3.01 of this Redevelopment Contract whichever occurs first. Section 4.04 Authority Costs.

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

Section 4.05 No Discrimination.

Redeveloper agrees and covenants for itself, its successors and assigns that as long as this Redevelopment Contract is in effect, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Project. Section 4.06 Pay Real Estate Taxes.

Redeveloper intends to create a taxable real property valuation of the Project of \$293,582.00 no later than as of December 31, 2010. During the term of this contract, Redeveloper will (1) not protest a real estate property valuation on the Premises of \$293,582.00 or less after substantial completion or occupancy; (2) not convey the Premises or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of

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

Section 4.07 Reserved.

Section 4.08 No Assignment or Conveyance.

Redeveloper shall not convey, assign or transfer the Premises, the Project or any interest therein prior to the termination of the 15 year period commencing on the effective date specified in Section 3.01 hereof, without the prior written consent of the Authority, which shall not be unreasonably withheld and which the Authority may make subject to any terms or conditions it deems appropriate, except for the following conveyances, which shall be permitted without consent of Authority:

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

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

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

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

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

Section 5.02 Encumbrances.

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

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of Authority and Redeveloper.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Contract or any of its terms or conditions, by either party hereto or any successor party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Contract shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its right's under this Redevelopment Contract, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations.

Section 6.02 Additional Remedies of Authority.

In the event that:

(a) The Redeveloper, or successor in interest, shall fail to complete the construction of the Project on or before December 31, 2010, or shall abandon construction work for any period of 90 days;

(b) The Redeveloper, or successor in interest, shall fail to pay real estate taxes or assessments on the Premises or any part thereof when due, and such taxes or assessments shall not have been paid, or provisions satisfactory to the Authority made for such payment within 30 days following written notice form Authority; or

(c) There is, in violation of Section 4.08 of this Redevelopment Contract, transfer of the Premises or any part thereof, and such failure or action by the Redeveloper has not been cured within 30 days following written notice from Authority, then the Redeveloper shall be in default of this Redevelopment Contract.

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

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

Payment of the Liquidated Damages Amount shall not relieve Redeveloper of its obligation to pay real estate taxes or assessments with respect to the Project. Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

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

Section 6.04 Enforced Delay Beyond Party's Control.

For the purposes of any of the provisions of this Redevelopment Contract, neither the Authority nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the conveyance or preparation of the Premises for redevelopment, or the beginning and completion of the construction of the Project, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes; it being the purpose and intent of this provision that in the event of this occurrence of any such enforced delay, the time or times for

performance of the obligations of the Authority or of the Redeveloper with respect to construction of the Project, as the case may be, shall be extended for the period of the enforced delay: <u>Provided</u>, that the party seeking the benefit of the provisions of this section shall, within thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and requested an extension for the period of the enforced delay. <u>Section 6.05 Limitation of Liability; Indemnification.</u>

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

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

ARTICLE VII

MISCELLANEOUS

Section 7.01 Notice Recording.

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

Section 7.02 Governing Law.

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

Section 7.03 Binding Effect; Amendment.

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

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

ATTEST:

Secretary

COMMUINITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA

By:___

Its Chair

STATE OF NEBRASKA))ss. COUNTY OF HALL)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Barry G. Sandstrom and Chad Nabity, Chair and Secretary, respectively, of the Community Redevelopment Authority of the City of Grand Island, Nebraska, on behalf of the Authority.

(SEAL)

Notary Public

Todd Enck

STATE OF NEBRASKA))ss. COUNTY OF HALL)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, for the purposes therein stated.

(SEAL)

Notary Public

EXHIBIT A

DESCRIPTION OF PREMISES

This property is located at the corner of Anna Street and Lincoln Avenue (The W ¹/₂ of the W ¹/₂ of Block 16 of Windolph's Addition to the City of Grand Island). The property address is 703 S. Lincoln Avenue in Grand Island Nebraska.

EXHIBIT B

DESCRIPTION OF PROJECT

The developer will acquire the property and demolish the existing 100+ year old single family structure currently occupying the lot.

The developer is proposing to a 4 unit apartment building on this lot. The developer is proposing to landscape the yards and include underground sprinkling. Each unit will have 2 bedrooms (980 square feet). The total square footage of the building will be 3,922 square feet. The improvements will be constructed at 703 S. Lincoln Avenue in Grand Island, Nebraska.

EXHIBIT C (Estimated)

| 1. | Acquisition Costs: | |
|----|--------------------------------------|--------------|
| | A. Land | \$25,000.00 |
| | B. Building - Included in Land Cost | \$ |
| 2. | Construction Costs: | |
| | A. Demolition: | \$8,000.00 |
| | B. Renovation or Building Costs: | \$232,165.00 |
| | C. On-Site Improvements: | \$16,575.00 |
| | D. Off-Site Improvements: | N/A |
| 3. | Soft Costs: | |
| | A. Architectural & Engineering Fees: | \$ |
| | B. Financing: | \$5,000.00 |
| | C. Legal/Developer/Audit Fees: | \$1,000.00 |
| | D. Contingency Reserves: | \$10,000.00 |
| | E. Other (Building Permits) | \$1,500.000 |
| | TOTAL | \$299,240.00 |

COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA

RESOLUTION NO. 102

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"), received a proposed redevelopment plan (the "Plan"), 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 12 day of November, 2009.

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

Chairperso

ATTEST:

Secretary

COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA

RESOLUTION NO. 103

RESOLUTION OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA, PROVIDING THE GRAND ISLAND CITY COUNCIL NOTICE OF INTENT TO ENTER INTO A REDEVELOPMENT. CONTRACT AFTER A PASSAGE OF THIRTY DAYS FROM THE ADOPTION OF THIS RESOLUTION

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), has received a proposed Application for Tax Increment Financing on a project within redevelopment area, from John Schulte Construction (the "Developer") for redevelopment of an area within the city limits of the City of Grand Island; and

WHEREAS, the Authority has considered all of the redevelopment proposals and financial and legal ability of the Developer to carry out its proposal;

WHEREAS, the Authority deems it to be in the public interest and in furtherance of the purposes of the Act to consider a redevelopment contract proposal with the proposed redevelopment plan amendment;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

- 1. The Authority hereby gives notice to the City Council of the City of Grand Island of its intent to enter into said redevelopment contract on the expiration of 30 days from the passage of this resolution and conditioned upon approval of the redevelopment plan amendment by City Council.
- 2. The Secretary of the Authority is directed to deliver a copy of this Resolution to the City Clerk immediately upon passage for presentation to the City Council.

Passed and approved this $\underline{12}$ day of November, 2009.

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

ATTEST:

Secretary

Resolution Number 2010-01

HALL COUNTY REGIONAL PLANNING COMMISSION

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

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

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

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

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

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

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

DATED: Decentu 2, 2009.

HALL COUNTY REGIONAL PLANNING COMMISSION

ATTEST:

Att puit Bv: Chair

By: <u>Reslie ERuge</u> Secretary



City of Grand Island

Tuesday, December 15, 2009 Council Session

Item E6

Public Hearing on Amending the Commercial Development Zone for Land Located at 2210 North Webb Road

Staff Contact: Chad Nabity

Council Agenda Memo

| From: | Regional Planning Commission | |
|---------------|--|--|
| Meeting: | December 15, 2009 | |
| Subject: | Rezoning – Development Plan Amendment 2210 N Webb Rd., Grand Island | |
| Item #'s: | E-6 & F-1 | |
| Presenter(s): | Chad Nabity, Regional Planning Director | |

Background

This property is located west of Webb Road and north of College Street, the owners of Lot One (1) Grand Island Mall 15th Subdivision is requesting an amendment to the development plan approved on June 24, 2008, by the Grand Island City Council. The proposed changes include allowing property access from Webb Road and relocating the proposed building on the site.

Discussion

The proposed amendment to the development plan for Grand Island Mall and property located at 2210 N Webb Road was considered by the Regional Planning Commission at the December 2, 2009 meeting. Nabity stated this plan was approved in June of 2008 along with the Grand Island Mall Fifteenth Subdivision. The developers are requesting changes to the development agreement to allow access to this lot from Webb Road. The plan approved in June of 2008 prohibited access to this property from Webb Road as the intent was to enter the property from the Shopko driveway (College Street extended). It was discovered as they began to prepare to build on the lot that there are covenants between the Grand Island Mall and Shopko prohibiting such a cut in the private owned drive. The new cut on Webb Road would be approximately 160 feet from the College Street intersection.

Steve Riehle, director of Public Works noted there is a semi raised median, this would mean north bound Webb Rd. and traffic would have to cross over this semi-raised median to enter into the drive of this property. Riehle stated this curb cut would have little impact on Webb Road traffic.

Kelly Rafferty briefly spoke for the rezone amendment, he stated they are currently land locked, this would be a drive that would allow through stacking and not cause a lot of congestion for Webb Road, he also stated people are creatures of habit and drivers would chose the easiest route into the parking lot. There was more discussion about raising the median to force north bound traffic to use a different drive and if the current curb cut would be needed with two other access routes.

A motion was made by Haskins and seconded by Amick to approve development plan amendment as presented. A roll call vote was taken and the motion passed with 8 members present (Amick, Ruge, Hayes, Reynolds, Monter, Haskins, Bredthauer, and Snodgrass) voting in favor and 2 members voting against (O'Neill and Eriksen).

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 amended rezone as presented.

Sample Motion

Move to approve as recommended.


The owners of Lot 1 of Grand Island Mall 15th Subdivision are requesting an amendment to the development plan approved on June 24, 2008 by the Grand Island City Council. The proposed changes include allowing property access from Webb Road and relocating the proposed building on the site.





PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

November 17, 2009

SUBJECT: A proposed amendment to the approved development plan for Lot 1 of the Grand Island Mall Fifteenth Subdivision, located South of Capital Avenue, and West of Webb Road, (Hearing, Discussion, Action) (C-02-2010GI)

PROPOSAL: This proposed development would amend the plan for Lot 1 of Grand Island Mall 15th Subdivision. No new lots will be created. The proposed building will be realigned to an east west configuration and a new driveway from Webb Road is being considered. A copy of the requested changes is attached.

OVERVIEW: Site Analysis

| Current zoning designation: | CD-Commercial Development Zone no building envelope defined for this site. |
|---------------------------------|--|
| Permitted and conditional uses: | Commercial office and retail uses |
| Comprehensive Plan Designation: | Commercial development |
| Existing land uses. | Vacant |
| Adjacent Properties Analysis | |
| Current zoning designations: | North, South, East and West, CD Commercial |
| | Development Zone |
| Permitted and conditional uses: | CD – Commercial office and retail uses. |
| Comprehensive Plan Designation: | North, South, East and West: Designated for |
| | commercial development and uses. |
| Existing land uses: | North: Burger King |
| | East: Strip Commercial |
| | West: Shopko |
| | South: Strip Commercial |
| | |

EVALUATION:

Positive Implications:

- Consistent with the City's Comprehensive Land Use Plan: The subject property is designated for commercial development.
- *Is infill development.* This development is using property that is within the existing functional and legal boundaries of the City of Grand Island.
- Accessible to Existing Municipal Infrastructure: Water and sewer services are available to service the area. Water is available either in Webb Road from the public main or from the private main supplying the Grand Island Mall either source is acceptable to the city. Sewer is adjacent to the property.
- Monetary Benefit to Applicant: Would allow the applicant to develop and sell this property.

Negative Implications:

• None foreseen

Other Considerations

Commercial development zones allow up to 30% of the property within the CD zone to be covered with buildings. This will not exceed the coverage limitations. The Grand Island Public Works Department has reviewed and approved the driveway plans as proposed.

RECOMMENDATION:

That the Regional Planning Commission recommend that the Grand Island City Council approve the amended CD zone and development plan for Lot 1 of Grand Island Mall 15th Subdivision.

_____ Chad Nabity AICP, Planning Director



| | APPLICATION FOR REZONING OR ZONING Regional Planning Commissio | | |
|----------------------------------|--|--|------------|
| _ City Aid | Agenerates Lossere y of Grand Island and 2 mile zoning jurisciction la, Cairo, Doniphan, Wood Rivar and 1 mile zoning jurisdiction If Gounty | RPC Kling Four <u>+CO-'</u> (see reverse side) | 0.00 |
| A. Ap | pplicant/Registered Owner Information (please print): | | |
| Applic | ant Name Ed Wiltgen Phone (h)30 | XA-440-1618 (v) | <u></u> 35 |
| Applic | art Adorses 3210 tale to Ref. A). 530 | E 47th St. Kearvey | Ale 6884 |
| | tared Property Diviner iffeirer transputicent <u>) Johnse S. TÉ</u> ss. <u>PO. Bak. 1835 Kauruses Ne⁶⁸ Prons (h)</u> | Barbara A Wilto | <u>en</u> |
| 8. De | د؟ escription of Land Subject of a Requested Zoning Chan | ge: | |
| Proces | rly Address 2210 Webb Rd. N. | -2-030 | |
| locel | Description: (provine copy of dead identificant property) BlockSubdivision Name <u>Crowd Lstaud</u> Y | Nall Fifteenth, and/or | 35 |
| All/par | | nan nan ar anan ar | |
| C. Re | equested Zoning Change: | | |
| 1. | Property Rezoning (yes_) (no_) (pro//de a property scaled map of property to be record) | 5.5 | |
| | From to | 1956 A.C | |
| 2. | Amendment to Specific Section/Text of Zoning Ordinance (yes) (describe rolute of requested charge to left of Zoning Ordinance) | <u>) (ro_)</u> | |
| | Change Subdivision Agreement | | |
| | | | <u></u> |
| D. Re | easons in Support of Requested Rezoning or Zoning Or | dinance Change: | |
| 3. | n and some a | | |
| | | 12 - 12 - 12 - 12 - 12 - 12 - 12 - 12 - | |
| 1. Evi 2. Ap 3. Th of 1 | This application shall not be deamed complete unless the tridence that proper fXing fee has been submitted, properly acated map of the property to be recovered (if applicable), and do is properly acated as and locations of all property twents immediately at the property to be recovered (if the property is bounded by a street, the S0 | cy of deed description. Second to, or within, 300 feet of the perime | ster Na |
| 4. AC | knowledgement that the undersigned is/art (he symer(s), or person and reache which is readested to be record); | | ſŸ |
| P | A public being will be ! | held for this request" Date_11/2/2004 | |
| A (Th of 1 prt Ac | property acated map of the property to be nexued (if applicable), and op is names, subjected and locations of all property owners immediately at the property to be recorned (if the property is bounded by a street, the SC operty to be recorned). knowledgement that the undersigned fa/ard the symeoly, or person and northy which is requested to be recorded. | Sjacent to, or within, 300 feet of the perime VC feet shall begin across the week from B cortzed by the owner(s) of record fille of ar held for this request" | 18 |

Application Deemed Consolute by RPC. ma.____deg._____s/.____kMi@_____

RPC form revised 4/30/07

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SUBDIVISION AGREEMENT

GRAND ISLAND MALL FIFTEENTH SUBDIVISION (Lots 1 and 2)

In the City of Grand Island, Nebraska

James & Barbaron W. Hyens The undersigned, Grand Island Mall, LTD, a Nabraska Limited Partnership,

hereinafter called the Subdivider, as owner of a tract of land comprising all of Lot One (1) Grand Island Mall Eighth Subdivision, in the City of Grand Island, Hall County, Nebraska, desires to have subdivided as a subdivision the foregoing tract of land located within the corporate limits of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accorate map and plat of such proposed subdivision, to be known as GRAND ISLAND MALL FIFTEENTH SUBDIVISION, designating explicitly the land to be faid out and paraicularly describing the lots, easements, and streets belonging to such subdivision, with the lots designated by number, casements by dimensions, and streets by name, and proposes to cause the plat of such subdivision when finally approved by the Negional Plaaning Commission and the City Council to be acknowledged by such owner, certified as to accuracy of survey by a registered land

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surveyor, and to contain a dedication of the essements to the use and benefit of public utilities, and of the street to the use of the public forevor. In consideration of the acceptance of the plat of said GRAND ISLAND MALL FIFTEENTH SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island. Nebraska, that it will install or provide as its expense the following improvements:

1. Water. Public water is available to the subdivision and the Subdivider agrees to extend, connect and provide water service to all iots in the subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the Cicy's inspection. This lot may tap into the water line on Webb Road provided a public casement is provided to the City for the connection. As an alternative, the Subdivider may tap into the Grand Island Mall private water system through agreements with the Grand Island Mall.

2. Sanitary Sewer. Public sanitary sewer is available to the subdivision and the Subdivider agrees to extend, connect and provide sanitary sewer service to all lots in the subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection.

3. Storm Drainage. The Subdivider agrees to grade all lots in the subdivision in conjunction with the development proposed thereon so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works.

4. Sidewalks. The Subdivider shall install all public sidewalks as required by the City of Grand Island when the lots are built upon, and such sidewalk shall be regulated and required with the building permit for each such lot.

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5. Flood Plain. Since the subdivision is within a defineated flood plain, all structures constructed shall have the lowest floor elevation to a minimum of one foot above the elevation of the 160-year flood as determined by the building permit received by the Subdivider or successors from the Building Department under the provisions of Section 2-1506.06, R.R.S. 1943. No basement shall be constructed in connection with any structure in the flood plain tuless such basement is floodproofed and certified as such by a qualified engineer or architect.

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 Landscaping. The Subdivider agrees to comply with the requirements of the Landscaping Regulations of the City of Grand Island, and plans as submitted to and approved by the City's Building Department.

7. Engineering Data. All final engineering plans and specifications for public improvements shall bear the signature and scal of a registered professional eogineer and shall be furnished by the Subdivider to the Department of Public Works for approval prior to contracting for construction of any improvements. Inspections of improvements under construction shall be performed under the supervision of a professional registered engineer and upon completion shall be subject to inspection and approval by the Department of Public Works prior to acceptance by the City of Grand Island. An "as built" set of plans and specifications including required test results hearing the scal and signature of a registered professional engineer shall be filed with the Director of Public Works by the Subdivider prior to acceptance of these improvements by the City.

8. Warranty. The undersigned owner, as Subdivider, warrants that it is the owner in fee simple of the land described and proposed to be known as GRAND ISLANT). FUTBENTH SUBDIVISION, and that an abstract of title will be submitted for examination, if necessary, upon request of the City of Grand Island.

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9. Commercial Development Zone. This subdivision is within a designated Commercial Development Zone and shall be regulated in accordance with Chapter 36 of the Grand Island City Code. A Development Plan as shown on the final plat and incorporated hereits by reference is hereby approved for such Subdivision. Any amendments to such Development Plan shall be approved by the City of Grand Island in accordance with the Grand Island City Code The official Development Plan shall be on file with the City s Planning Department.

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10. Design and Construction. No building shall be constructed within the Attached. Site Plan Subdivision except as shown on the EnattElat. The design and construction shall be in conformity with sound architectural and engineering standards. No portion of any building

constructed including architectural features shall exceed a height 35 feet above the center of the intersection of College Street and Webb Road.

11. Buildings Permitted. Lot 1: One 45 by 95 foot building to be located as shown on the final plat-bot 2: Grand Island Mell-Building as shown on the final platas previously approved. Attached Site Plan

hot 1 to be accessed from Webb Rd. 12. Access. No now access shall be granted from loss 1 or 2 on Webb Road.

No driveway to lot 1 shall be permitted closer than 75° from the intersection of College Street and Webb Road.

13. Successors and Assigns. This agreement shall run with the land and shall be binding upon and incre to the henefit of the parties hereto, their successors, assigns, beirs, devisees, and legatees. Where the term "Subdivider" is used in this agreement, the subsequent owners of any

-4-

ints in the subdivision shall be responsible to perform any of the conditions of this agreement if the

Subdivider has not performed such conditions.

2.1



purpose therein expressed on behalf of the corporation,

WTNESS my hand and notarial seal the date above written.

ANE NOTAR State of Rebras TT. Sep. Aura 14, 2011

CITY OF GRAND ISLAND, NEBRASKA A Municipal Corporation

By: marc Margaree Hornady, Mayor

Attest: CT RaNae Fidwards, City Clerk



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e.

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STATE OF NEBRASKA)) ss COUNTY OF HALL)

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Before me, a notary public, qualified in said County personally came Margaret Homady, Mayor of the City of Grand Island, Nebraska, a municipal corporation, known to me to be such officer and fac identical person who signed the threegoing Subdivision Agreement and acknowledged that the foregoing signature was his voluntary art and deed pursuant to Resolution 2005-*Hold*, and that the City's corporate seal was thereto affixed by proper authority.

July 28 WITNESS my nond and noterial seal on ____, 2008. J GENERAL HURAY - Shirt of Harasha Garala L. Englurio By Sonia Eig. Hir 24, 2017 Carla L Englun Natary Public â

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City of Grand Island

Tuesday, December 15, 2009 Council Session

Item F1

#9245 - Consideration of Amending the Commercial Development Zone for Land Located at 2210 North Webb Road

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9245

An ordinance to amend the Final Development Plan for the Commercial Development Zone located south of Capital Avenue and west of Webb Road within the zoning jurisdiction of the City of Grand Island; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on December 2, 2009, held a public hearing and made a recommendation on a proposed amendment to the final development plan for Grand Island Mall Fifteenth Subdivision; and

WHEREAS, notice as required by Section 19-923, R.R.S. 1943, has been given to the Boards of Education of School Districts in Hall County, Nebraska; and

WHEREAS, after public hearing on December 15, 2009, the City Council found and determined that the change in the final development plan will continue the future successful functioning of the commercial development of the subdivision, and determined that such final development plan within the Commercial Development Zone be approved and made; and

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

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

SECTION 1. The existing platted Final Development Plan for the CD-Commercial Development Zone comprising all of Lot One (1) Grand Island Mall Fifteenth Subdivision in the city of Grand Island, Hall County, Nebraska is hereby amended to allow a change in the orientation of and access to the proposed improvements on Lot One of Grand Island Mall Fifteenth Subdivision in accordance with the attached site plan.

> Approved as to Form ¤ _____ December 10, 2009 ¤ City Attorney

SECTION 2. The form and substance of the amended 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.

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

Enacted: December 15, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, December 15, 2009 Council Session

Item F2

#9246 - Consideration of Adopting Chapter 40 to the Grand Island City Code for an Illicit Discharge and Storm Water Management Ordinance

Staff Contact: Steve Riehle

ORDINANCE NO. 9246

CHAPTER 40 STORM WATER MANAGEMENT

§40-1. PURPOSE/INTENT.

The purpose of this ordinance is to provide for the health, safety, and general welfare of the citizens of Grand Island, Nebraska through the regulation of non-storm water discharges to the storm drainage system to the maximum extent practicable as required by federal and state law. This ordinance establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system in order to comply with requirements of the National Pollutant Discharge Elimination System permit process. The objectives of this ordinance are:

(1) To regulate the contribution of pollutants to the municipal separate storm sewer system by discharges by any person.

(2) To prohibit illicit connections and discharges to the municipal separate storm sewer system.

(3) To prevent non-storm water discharges generated as a result of spills, inappropriate dumping, or disposal to the City of Grand Island separate storm drainage system.

(4) To reduce pollutants in stormwater discharges from construction activity by guiding, regulating, and controlling the design, construction, use, and maintenance of any development or other activity that disturbs or breaks the topsoil or results in the movement of earth on land.

(5) To require the construction of locally-approved, permanent stormwater runoff controls to protect water quality and maintain non-erosive hydrologic conditions downstream of construction activity and development.

(6) To require responsibility for and long-term maintenance of structural stormwater control facilities and nonstructural stormwater management.

(7) To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this ordinance.

§40-2. DEFINITIONS.

For the purposes of this ordinance, the following shall mean:

<u>Authorized Enforcement Agency:</u> The City of Grand Island and its employees or third parties designated to enforce this ordinance.

<u>Best Management Practices:</u> Schedules of activities, prohibitions of practices, general good house keeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to storm water, receiving waters, or storm water conveyance systems. Best

Approved as to Form ¤ _____ December 10, 2009 ¤ City Attorney

Management Practices also include treatment practices, operating procedures, and practices to control site runoff, spillage, leaks, sludge disposal, water disposal, or drainage from raw materials storage.

<u>Clean Water Act</u>: The federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

<u>Construction Activity</u>: Activities subject to National Pollutant Discharge Elimination System Construction Permits. Such activities include, but are not limited to, clearing, grubbing, grading, excavating, demolition and other land disturbing actions.

Construction Site: Any location where construction activity occurs.

<u>Contractor</u>: Any person performing or managing construction work at a construction site, including, but not limited to, any construction manager, general contractor or subcontractor, and any person engaged in any one or more of the following: earthwork, pipework, paving, building, plumbing, mechanical, electrical, landscaping or material supply.

<u>*Clearing:*</u> Any activity that removes the vegetative surface cover.

<u>Disturbed Area</u>: Area of the land's surface disturbed by any work or activity upon the property by means including but not limited to grading, excavating, stockpiling soil, fill, or other materials, clearing, vegetation removal, removal or deposit of any rock, soil, or other materials, or other activities which expose soil. Disturbed area does not include the tillage of land that is zoned for agricultural use.

Drainage Plan: A schematic of the proposed area and how it connects to city's storm sewer system. Include proposed location, grade, direction of flow, elevations, drainage structures and drainage areas.

Earthwork: The disturbance of soil on a site associated with construction activities.

Erosion: The detachment and movement of soil or rock fragments by water, wind, ice or gravity.

Erosion Control: Measures that prevent soil erosion to the maximum extent practicable.

<u>Erosion and Sediment Control Plan</u>: A plan that indicates the specific measures and sequencing to be used for controlling sediment and erosion on a development site during construction activity according to locally approved standards, specification, and guidance.

<u>Final Stabilization</u>: When all soil disturbing activities at the site have been completed, and vegetative cover has been established with a uniform density of at least 70 percent of predisturbance levels, or equivalent permanent, physical erosion reduction methods have been

employed. For purposes of this Ordinance, establishment of a vegetative cover capable of providing erosion control equivalent to pre-existing conditions at the site is considered final stabilization.

<u>Financial Security:</u> A surety bond, performance bond, maintenance bond, irrevocable letter of credit, or similar guarantees provided to the City of Grand Island to assure that a construction Stormwater Pollution Prevention Plan is carried out in compliance with requirements of this Ordinance.

<u>*Hazardous Materials:*</u> Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

<u>Illicit Discharge</u>: Any direct or indirect non-storm water discharge to the storm drainage system unless exempted by this ordinance.

Illicit Connections:

(a) Any drain or conveyance, whether on the surface or subsurface, which allows any illicit discharge to enter the storm drainage system including, but not limited to, any conveyance which allows any non-storm water discharge including sewage, process wastewater, or wash water to enter the storm drainage system.

(b) Any connections to the storm drainage system from indoor drains and sinks regardless of whether said drain or connection has been previously allowed, permitted, or approved by an authorized enforcement agency.

(c) Any drain or conveyance connected from a commercial or industrial land use to the storm drainage system which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

(d) An Illicit Connection does not include connections that are allowed under section 40-8 of this code.

Industrial Activity: Activities subject to National Pollutant Discharge Elimination System Industrial Permits.

<u>Municipal Separate Storm Sewer System</u>: Publicly-owned facilities by which stormwater is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, catch basins, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage ditches/channels, reservoirs, and other drainage structures.

National Pollutant Discharge Elimination System Storm Water Discharge Permit: Means a permit issued by Environmental Protection Agency (or by the State of Nebraska under authority delegated to it) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

<u>Non-Storm Water Discharge</u>: Any discharge to the storm drainage system that is not composed entirely of storm water.

<u>Operator:</u> The individual who has day-to-day supervision and control of activities occurring at the construction site. This can be the owner, the developer, the general contractor or the agent of one of these parties. It is anticipated that at different phases of a construction project, different types of parties will satisfy the definition of 'operator' and the pertinent portions of any applicable permit authorization from the State of Nebraska will be transferred as the roles change.

<u>Owner:</u> The person who owns a facility, development, part of a facility, or land.

<u>*Person:*</u> Any individual, association, organization, partnership, firm, corporation or other entity recognized by law.

<u>*Phasing:*</u> Clearing a parcel of land in distinct phases, with the stabilization of each phase before the clearing of the next.

<u>Pollutant:</u> Anything which causes or contributes to pollution. Pollutants include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes; yard wastes; refuse, rubbish, garbage, Itter, or other discarded or abandoned objects, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

<u>*Post-Construction:*</u> The general time period referenced in perpetuity from the approval for final acceptance of the construction phase of any construction activity.

<u>Receiving Water:</u> Any water of the State of Nebraska, including any and all surface waters that are contained in or flow in or through the State of Nebraska, all watercourses, even if they are usually dry, irrigation ditches that receive municipal stormwater, and storm sewer systems owned by other entities.

<u>*Premises:*</u> Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

<u>Sediment:</u> Soil (or mud) that has been disturbed or eroded and transported naturally by water, wind or gravity, or mechanically by any person.

<u>Sediment control:</u> Measures that prevent eroded sediment from leaving the site.

<u>Site:</u> The land or water area where any facility or activity is physically located or conducted, including adjacent land used in connection with the facility or activity.

<u>Spill</u>: A release of solid or liquid material, which may cause pollution of the Municipal Separate Storm Sewer System or waters of the State.

Stabilization: The use of practices that prevent exposed soil from eroding.

<u>Storm Drainage System</u>: Publicly-owned facilities by which storm water is collected and/or conveyed, including, but not limited to; any roads with drainage systems; municipal streets; gutters; curbs; inlets; piped storm drains; pumping facilities; retention and detention basins; natural and human-made or altered drainage channels; reservoirs; and other drainage structures. The storm drainage system in Grand Island is a municipal separate storm sewer system as defined by applicable federal regulations.

<u>Storm Water:</u> Any surface flow, runoff, or drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

<u>Stormwater Pollution Prevention Plan:</u> A document which describes the Best Management Practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to storm water, storm water conveyance systems, and/or receiving waters to the maximum extent practicable.

<u>Subdivision Development:</u> Includes activities associated with the platting of any parcel of land into two or more lots and all construction activity taking place thereon.

<u>Utility Agency/Contractor</u>: Private utility companies, public utility departments, or other utility providers, contractors working for such private utility companies, or public entity utility departments, or other utility providers engaged in the construction or maintenance of utility lines and services, including water, sanitary sewer, storm sewer, electric, gas, telephone, television and communication services.

<u>*Wastewater:*</u> Means any water or other liquid, other than uncontaminated storm water, discharged from any premises or facility. Wastewater includes sewage that is treated at the City's Waste Water Treatment Plant.

<u>Waters of the State:</u> Any and all surface and subsurface waters that are contained in or flow in or through the State of Nebraska. The definition includes all watercourses, even if they are usually dry.

§40-3. APPLICABILITY.

This ordinance shall apply to all water entering the storm drainage system generated on any developed and undeveloped lands unless explicitly exempted.

§40-4. RESPONSIBILITY FOR ADMINISTRATION.

The City of Grand Island shall administer, implement, and enforce the provisions of this ordinance. Any powers granted or duties imposed upon the City of Grand Island may be delegated by the Mayor or City Administrator to persons or entities acting in the beneficial interest of or in the employ of the City.

§40-5. SEVERABILITY.

The provisions of this ordinance are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this ordinance.

§40-6. ULTIMATE RESPONSIBILITY.

The standards set forth herein and promulgated pursuant to this ordinance are minimum standards. Compliance with this ordinance does not act as a waiver or defense to any person for contamination, pollution, or unauthorized discharge of pollutants. Ultimate responsibility for prohibited acts rests with persons who own or are in possession or control of premises from which the discharge of contaminates or pollutants emanates.

§40-7. ILLICIT DISCHARGE.

No person shall discharge or cause to be discharged into the municipal storm drainage system or watercourses any materials including, but not limited to, pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards. The commencement, conduct or continuance of any illicit discharge to the storm drainage system is prohibited except as allowed under section 40-8 of this code.

§40-8. ALLOWED DISCHARGE.

(a) The following discharges are exempt from discharge prohibitions established by this ordinance:

water line flushing or other potable water sources; landscape irrigation or lawn watering; diverted stream flows; rising ground water; ground water infiltration to storm drains; uncontaminated pumped ground water; foundation or footing drains (not including active groundwater dewatering systems); crawl space pumps; air conditioning condensation; springs; non-commercial washing of vehicles; natural riparian habitat or wet-land flows; swimming pools (if dechlorinated - typically less than one PPM chlorine); fire fighting activities; and any other water source not containing Pollutants.

(b) Discharges determined by the City to be necessary to protect public health and safety.

(c) Dye testing if the City is notified in writing prior to the time of the test.

(d) Any non-storm water discharge permitted under an National Pollutant Discharge Elimination System permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drainage system.

§40-9. ILLICIT CONNECTION.

The construction, use, maintenance or continued existence of illicit connections to the storm drainage system are prohibited.

(a) This prohibition expressly includes, without limitation, illicit connections made in the past regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

(b) A person is considered to be in violation of this ordinance if the person connects a line conveying sewage or pollutants to the Municipal Separate Storm Sewer System or allows such a connection to continue.

§40-10. SUSPENSION OF STORM DRAINAGE SYSTEM ACCESS.

Suspension due to Illicit Discharges in Emergency Situations

The City of Grand Island may, without prior notice, suspend storm drainage system discharge access to a person when the City deems it necessary to prevent an actual or threatened discharge which presents or may present imminent and substantial danger to: the environment; to the health or welfare of persons or to the storm drainage system; or to waters of the United States of America. If the person fails to comply with a suspension order issued in an emergency, the City of Grand Island may take such steps as deemed necessary to prevent or minimize damage to persons, the storm drainage system, waters of the United States of America.

Suspension due to the Detection of Illicit Discharge

Any person discharging to the storm drainage system in violation of this ordinance may have their storm drainage system access terminated if such termination would abate or reduce an illicit discharge. The City will notify a person of the proposed termination of storm drainage system access by personal delivery or by United States Mail. The person may request a hearing before the City Director of Public Works by delivering such request in writing to the City Clerk. The person is not entitled to a stay of the termination pending any such hearing.

A person commits an offense if the person accesses or attempts to access the storm drainage system from premises terminated pursuant to this Section, without the prior approval of the City.

§40-11. CONSTRUCTION. RESERVED

§40-12. POST-CONSTRUCTION. RESERVED

§40-13. TECHNICAL STANDARDS, SPECIFICATIONS, AND GUIDANCE. RESERVED

§40-14. MONITORING OF DISCHARGES.

(a) Applicability.

This section applies to all premises that have storm water discharges associated with industrial activity, including construction activity.

(b) Access to premises.

(1) The City of Grand Island's designees shall be permitted to enter and inspect premises and facilities subject to regulation under this ordinance as often as may be necessary to determine compliance with this ordinance. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the City.

(2) The City's designees shall be given access to all parts of the premises for the purposes of: inspection; sampling; examination and copying of records that must be kept under the conditions of the National Pollutant Discharge Elimination System permit to discharge storm water; and the performance of any additional duties as defined by state and federal law.

(3) The City may place upon the premises such devices as deemed necessary to conduct monitoring and/or sampling of discharges from the premises.

(4) The City of Grand Island may require a person to install monitoring equipment as necessary. Sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition at no expense to the City. All devices used to measure storm water flow and quality shall be calibrated to ensure accuracy.

(5) Any obstruction to safe and easy access to the premises to be inspected and/or sampled shall be promptly removed at the request of the City and shall not be replaced. The costs of clearing such access shall not be paid by the City.

(6) Unreasonable delays in allowing Grand Island City designees access to premises is a violation of a storm water discharge permit and of this ordinance. A person who is the operator of a facility or premises with a National Pollutant Discharge Elimination System permit to discharge storm water associated with industrial activity commits an offense if the person denies the City reasonable access for the purpose of conducting any activity authorized or required by this ordinance.

(7) If a City of Grand Island designee has been refused access to any part of the premises from which storm water is discharged, the City of Grand Island may seek issuance of a search warrant from any court of competent jurisdiction.

§40-15. BEST MANAGEMENT PRACTICES.

The City of Grand Island may adopt requirements identifying Best Management Practices for any activity, operation, or facility which may cause or contribute to pollution or contamination of storm water, the storm drainage system, or waters of the United States of America. The owner or operator of a commercial or industrial establishment shall provide, at the owner or operator's expense, reasonable protection from discharge of prohibited materials or other wastes into the municipal storm drainage system or watercourses through the use of these structural and nonstructural Best Management Practices. Further, any person responsible for a property or premise, which is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and non-structural Best Management Practices to prevent the further discharge of pollutants to the municipal separate storm sewer system. These Best Management Practices shall be part of a storm water pollution prevention plan as necessary for compliance with requirements of any National Pollutant Discharge Elimination System permit.

§40-16. WATERCOURSE PROTECTION.

Every person owning property through which a watercourse passes, and such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

§40-17. NOTIFICATION OF DISCHARGES AND SPILLS.

Not withstanding other requirements of law, as soon as any person responsible for a facility, premises, or operation, has information of any known or suspected release of materials which result or may result in illegal discharges or pollutants discharging into storm water, the storm drainage system, or waters of the United States of America, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such release of hazardous materials, said person shall immediately notify emergency response agencies and the City of Grand Island of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the City of Grand Island in person or by phone or facsimile no later than the next business day. Notifications in person, by phone, or by facsimile shall be confirmed by written notice addressed and mailed to the City of Grand Island within three business days of the prior notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

§40-18. NOTICE OF VIOLATION.

Whenever the City of Grand Island finds that a person has violated or failed to meet a requirement of this Ordinance, the City's designee may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

(a) The performance of monitoring, analyses, and reporting;

(b) The elimination of illicit connections or discharges;

(c) That violating discharges, practices, or operations shall cease and desist;

(d) The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property;

(e) Payment of costs to cover administrative and remediation expenses;

(f) The implementation of source control, treatment, and prevention practices. If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by a designated governmental agency or a contractor and the expense thereof shall be charged to the violator and may be assessed against the real estate or collected by civil action.

§40-19. APPEAL OF NOTICE OF VIOLATION.

Any person receiving a notice of violation may appeal the determination. The notice of appeal must be received within 10 days from the date of the notice of violation. Hearing on the appeal before the Director of Public Works or his/her designee shall take place within 15 days from the date of receipt of the notice of appeal. The decision of the Director shall be final.

§40-20. ENFORCEMENT MEASURES.

If the violation has not been corrected as set forth in the notice of violation, or, in the event of an appeal, within 25 days of the original deadline if the Director upholds the notice of violation, then representatives of the City of Grand Island may enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the City's designees or agents to enter upon the premises for the purposes set forth above.

§40-21. COST OF ABATEMENT OF THE VIOLATION.

After abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. If the amount due is not paid within 30 days, the City of Grand Island may sue to recover the costs through a civil action or levy and assess the costs against the real estate in the manner of special assessments.

§40-22. INJUNCTIVE RELIEF.

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this Ordinance. If a person has violated or continues to violate the provisions of this ordinance, the City of Grand Island may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation. Injunctive relief shall be in addition to any other remedy available under this ordinance or any other federal or state law.

§40-23. VIOLATIONS DEEMED A PUBLIC NUISANCE.

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this Ordinance is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be abated or restored at the violator's expense, in the same manner as other nuisances under the Grand Island Municipal Code.

§40-24. CRIMINAL PROSECUTION.

Any person violating any provision of this ordinance shall, upon conviction, be guilty of an infraction. Each day shall constitute a separate offense and be punishable by a fine of \$100.00. Criminal fines shall be in addition to any civil remedies available under Grand Island Municipal Code.

§40-25. REMEDIES NOT EXCLUSIVE.

The remedies listed in this ordinance are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the discretion of the authorized enforcement agency to seek cumulative remedies.

That this ordinance shall be in force and take effect from and after its passage and

publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: December 15, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Council Agenda Memo

| From: | Steven P. Riehle, Public Works Director |
|---------------|--|
| Meeting: | December 15, 2009 |
| Subject: | Consideration of Adopting Chapter 40 of the Grand Island City Code for an Illicit Discharge and Storm Water Management Ordinance |
| Item #'s: | F-2 |
| Presenter(s): | Steven P. Riehle, Public Works Director |

Background

The City Council was scheduled for a study session on a storm water ordinance for Illicit Discharge on Tuesday, December 8, 2009. The study session was not held because of weather and street conditions during the recent snow storm. The Public Works Department is asking the council to review and approve the storm water ordinance at the December 15th Regular City Council meeting to stay on the schedule in the City's Storm Water Permit.

An illicit discharge ordinance is a requirement of the National Pollutant Discharge Elimination System (NPDES) permit for small Municipal Separate Storm Sewer Systems (SMS4). The ordinance will empower the city to track, identify and eliminate illicit discharges to the storm drainage system.

Discussion

The City's general storm water permit as issued by the Nebraska Department of Environmental Quality (NDEQ) requires the City to adopt a Storm Water Management Plan (SWMP) and address seven (7) Minimum Control Measures (MCMs). The MCMs are accomplished by developing Best Management Practices (BMPs). The Illicit Discharge Ordinance is a BMP directly supporting MCM 3: Illicit Discharge Detection and Elimination (IDDE).

A brief summary of the ordinance is as follows, with the complete ordinance attached.

§40-1. PURPOSE/INTENT.

The purpose of this ordinance is to control the introduction of pollutants into the municipal separate storm sewer system (MS4). The objectives of this ordinance are:

(1) To regulate the contribution of pollutants to the storm sewer.

(2) To prohibit illicit connections and discharges to the storm sewer system.

(3) To prevent non-storm water discharges generated as a result of spills, inappropriate dumping, or disposal to the storm sewer system.

(4) To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this ordinance.

Chapter 40 on Storm Water is a new chapter for the City Code to address the requirements of the City's storm water permit. The sections being presented to council tonight are general sections that include definitions and miscellaneous sections on illicit discharges. We will be back before council in the future to approve subsequent additions to Chapter 40 on Storm Water for 1) Construction, 2) Post Construction and 3) Technical Specifications. The adoptions of the subsequent ordinances follow the timeline in the City's storm water permit.

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 adoption of Chapter 40 of the Grand Island City Code for an Illicit Discharge and Storm Water Management Ordinance.

Sample Motion

Move to approve the adoption of Chapter 40 of the Grand Island City Code.

"Illicit Discharge and Storm Water Management" Ordinance

Illicit Discharge Ordinance Purpose/Intent

- Federal Clean Water Act of 1972
- Nebraska Department of Environmental Quality (NDEQ) administers the National Pollutant Discharge Elimination System (NPDES) Program
- City of Grand Island's Storm Water Management (SWMP) Program
- Ordinance will empower the City of Grand Island to:
 - Track
 - Identify
 - & Eliminate Illicit Discharges

Storm Water Permit Requirements Minimum Control Measures (MCMs)

- MCM 1: Public Education and Outreach
- MCM 2: Public Involvement/Participation
- MCM 3: Illicit Discharge
- MCM 4: Construction Site Storm Water Runoff Control
- MCM 5: Post Construction Storm Water Management
- MCM 6: Pollution Prevention/Good Housekeeping for Municipal Operations
- MCM 7: Storm Water Monitoring

Best Management Practices (BMPs) to accomplish MCM 3

- BMP 1: Develop an Illicit Discharge Ordinance (that's why we are here this evening)
- BMP 2: Perform Dry Weather Inspections of Storm Water Outfalls (we're already doing this)
- BMP 3: Map of Storm Water Drainage System (working on a 3 year plan to update storm drain inlets with GPS to include flow-line and directional flow)

Illicit Discharge Ordinance 40-1 Purpose/Intent

- Required by the NPDES Permit
- Controls the introduction of pollutants into the storm water system

Storm Water Ordinance 40-2 Definitions

- Illicit Connections are Discharges such as:
 - Sewage
 - Process wastewater (doesn't include noncontact cooling water discharges)
 - Wash water
Ordinance 40-3 Applicability: All water entering the storm water system

Ordinance 40-4 Responsibility for Administration: City of Grand Island shall administer, implement, and enforce

Ordinance 40-5 Severability: Provisions of this ordinance can stand alone

Ordinance 40-6 Ultimate Responsibility: Individual still responsible

- Ordinance 40-7 Illicit Discharge: Discharge containing contaminants or pollutants that cause a violation to water quality standards
- Ordinance 40-9 Illicit Connection: Considered to be in violation of this ordinance if connection line is conveying sewage or pollutant to the municipal separate storm sewer system (MS4)
- Ordinance 40-10 Suspension of Storm Drainage System Access:
 - Suspension due to Illicit Discharges in Emergency Situations to prevent an actual or threatened discharge to the environment, health and welfare of people, storm drainage system or the waters of the US
 - Suspension due to the Detection of Illicit Discharge
- Ordinance 40-11, 40-12, and 40-13 Industrial Construction
 Activity Discharges: RESERVED

Storm Water Ordinance 40-8 Allowed Connections:

• Discharges exempt from discharge prohibitions:

| Air conditioning condensation | Lawn watering |
|-------------------------------|------------------------------------|
| Crawl space pumps | Non-commercial washing of vehicles |
| Diverted stream flows | Rising ground water |
| Fire fighting activities | Springs |
| Foundation/footing drains | Swimming pools (dechlorinated) |
| Ground water infiltration | Uncontaminated ground water |
| Landscape irrigation | Water line flushing |

*other water sources not containing pollutants

- Ordinance 40-14 Monitoring of Discharges: Allows City access to premises to install monitoring equipment
- Ordinance 40-15 Best Management Practices: City may adopt BMPs for any activity, operation, or facility contributing to pollution or contamination of storm water
- Ordinance 40-16 Watercourse Protection: Property owners responsible to maintain watercourse free of trash, debris, excessive vegetation
- Ordinance 40-17 Notification of Discharges and Spills: Immediately notify emergency response agencies of a hazardous material release

- Ordinance 40-18 Notice of Violation: Notice will set deadline for remediation or restoration
- Ordinance 40-19 Appeal of Notice of Violation:
 - Appeal received within 10 days of violation
 - Hearing within 15 days from receipt
- Ordinance 40-20 Enforcement Measures: If violation not corrected within 25 days. City will take measures to correct.
- Ordinance 40-21 Cost of Abatement of the Violation: City recovers costs through civil action or levy to real estate

- Ordinance 40-22 Injunctive Relief: Stops the person from activities which would create further violations and compels them to remedy the situation.
- Ordinance 40-23 Violations Deemed A Public Nuisance: May be abated or restored at the violator's expense.
- Ordinance 40-24 Criminal Prosecution: Each day is a separate offense with a fine of \$100.00
- Ordinance 40-25 Remedies Not Exclusive: Not exclusive of any other remedies available under any federal, state or local laws.

Summary on Illicit Connection

Passing Ordinance Chapter 40 on Illicit Discharge and Storm Water Protection meets one of the requirements set forth within the City of Grand Island's Storm Water Management Program and the National Pollutant Discharge Elimination System permit process.

QUESTIONS



Tuesday, December 15, 2009 Council Session

Item G1

Approving Minutes of December 1, 2009 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING December 1, 2009

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on December 1, 2009. Notice of the meeting was given in *The Grand Island Independent* on November 25, 2009.

Mayor Hornady called the meeting to order at 7.00 p.m. The following City Councilmember's were present: Meyer, Niemann, Gilbert, Haase, Carney, Dugan, Ramsey, Nickerson, Zapata, and Gericke. The following City Officials were present: City Administrator Jeff Pederson, City Clerk RaNae Edwards, Finance Director Mary Lou Brown, City Attorney Dale Shotkoski, and Public Works Director Steve Riehle.

INVOCATION was given by Mayor Hornady followed by the **PLEDGE OF ALLEGIANCE**.

<u>MAYOR COMMUNICATION</u>: Mayor Hornady introduced Community Youth Council members Miranda Baxter, Audie Aguilar, and Danielle Jim. Mayor Hornady commented on the Tree Lighting Ceremony and the City Singers held earlier this evening. These events would be on GITV.

SPECIAL ITEMS:

<u>ELECTION OF CITY COUNCIL PRESIDENT</u>: Mayor Hornady reported that the City Council was required to elect one Councilmember to the office of Council President for a term of one year and that the Council President automatically assumed the duties of the Mayor in the event that the Mayor was absent or otherwise unable to fulfill her duties. Councilmember Haase nominated Councilmember Peg Gilbert. Councilmember Dugan nominated Councilmember Bob Meyer. Councilmember Carney nominated Councilmember John Gericke.

City Clerk RaNae Edwards called for the first ballot. It was reported that Councilmember Gilbert had received 4 votes, Councilmember Meyer had received 3 votes, and Councilmember Gericke had received 3 votes. On second ballot it was reported that Councilmember Gilbert had received 4 votes, Councilmember Meyer had received 3 votes, and Councilmember Gericke had received 3 votes.

Councilmember Meyer removed his name from the nominations.

City Clerk RaNae Edwards called for the third ballot. It was reported that Councilmember Gilbert had received 6 votes and Councilmember Gericke had received 4 votes. Mayor Hornady declared Councilmember Peg Gilbert the new Council President for 2010.

Motion by Haase, second by Ramsey, carried unanimously to make the vote a unanimous one for Councilmember Peg Gilbert as City Council President. Upon roll call vote, all voted aye. Motion adopted.

<u>CONSENT AGENDA</u>: Consent Agenda items G3, G5, and G-6 were removed for further discussion. Motion by Zapata, second by Nickerson to approve the Consent Agenda excluding items G-3, G-5 and G-6. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of November 24, 2009 City Council Regular Meeting.

Approving Appointment of Julie Connelly and the Re-Appointment of Karen Bredthauer to the Regional Planning Commission.

#2009-307 – Approving Locomotive Lease Agreement with Diesel Locomotive Company, LLC of New Richmond, Wisconsin for an Estimated Total Rental Cost of \$5,000.00.

#2009-310 – Approving Supplemental Agreement No. 1 with the Nebraska Department of Roads for South Locust Street for Northbound Roadway Construction.

<u>Approving Appointment of Steve Kunzman to the Central District Health Board.</u> Councilmember Haase commented on the work done by Ann Marsh on the Health Board and thanked her and stated he looked forward to working with Steve Kunzman who would replace her.

Motion by Haase, second by Carney to approve the appointment of Steve Kunzman to the Central District Health Board. Upon roll call vote, all voted aye. Motion adopted.

<u>#2009-308 – Approving Purchase of Sixteen (16) Dell Computers for Police Department from</u> <u>State Bid Contract Bid with Dell Computers in an Amount of \$23,178.24.</u> Discussion was held concerning the state bid contract and more clarification of the specifications. Finance Director Mary Lou Brown stated she would look on-line for the specifications and get back with council. Police Chief Steve Lamken referred questions to the IT department.

Motion by Zapata, second by Gericke to approve Resolution #2009-308. Upon roll call vote, Councilmember's Carney, Ramsey, Zapata, Nickerson, and Gericke voted aye. Councilmember's Meyer, Niemann, Gilbert, Haase, and Dugan voted no. Mayor Hornady voted no to break the tie. Motion failed.

#2009-309 – Approving Purchase of Seven (7) 2010 Ford Crown Victoria Police Vehicles from State Bid Contract Bid with Tinchner Ford of Plattsmouth, Nebraska in an Amount of \$138,011.00. Discussion was held concerning the depreciation and driving the cars an extra year. Police Chief Steve Lamken stated they had a small fleet and needed every car and the older the car the more maintenance. Currently they had minimal down time due to maintenance.

Motion by Haase, second by Carney to approve Resolution #2009-309. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Ramsey to approve the Claims for the period of November 25, 2009 through December 1, 2009, for a total amount of \$1,336,682.42. Unanimously approved.

Councilmember Haase questioned the claim for an ambulance purchase from Medtec Ambulance Corporation in the amount of \$205,724.00. Budget amendments were discussed. Councilmember Haase voted no on the purchase of the ambulance, purchase order #19293.

ADJOURNMENT: The meeting was adjourned at 7:30 p.m.

RaNae Edwards City Clerk



Tuesday, December 15, 2009 Council Session

Item G2

Approving Councilmember Appointments to Boards and Commissions

Staff Contact: Mayor Hornady

Council Agenda Memo

| From: | Mayor Margaret Hornady |
|---------------|--|
| Meeting: | December 15, 2009 |
| Subject: | Approving Councilmember Appointments to Boards and Commissions |
| Item #'s: | G-2 |
| Presenter(s): | Mayor Margaret Hornady |

Background

It is customary in December of each year for the Mayor to recommend appointments of Councilmember's to represent the City on various Boards and Commissions.

Discussion

The following appointments have been submitted by the Mayor for approval. These appointments will become effective January 1, 2010 and will expire on December 31, 2010:

| Building Code Advisory Board: | Bob Meyer |
|---|--------------------------|
| Business Improvement District #4: (So. Locust – Stolley to Fonner) | Kirk Ramsey |
| Business Improvement District #6: $(2^{nd} Street)$ | Bob Niemann |
| Business Improvement District #7: (So. Locust – Hwy 34 to Stolley) | Scott Dugan |
| Business Improvement District #8: (Downtown) | Jose Zapata |
| Central District Health Board (Term of 3 years) | Chuck Haase |
| City/County Communications/Civil Defense Committee: | John Gericke & Bob Meyer |

| Community Development Advisory Board: | Peg Gilbert |
|---|-----------------|
| Community Redevelopment Authority: | Mitch Nickerson |
| GI Area Economic Development Corp. | Scott Dugan |
| Humane Society: | Larry Carney |
| Law Enforcement Co-Location: | Bob Niemann |
| Library Board: | Peg Gilbert |
| Multicultural Coalition: | Larry Carney |
| Problem Resolution Team: | John Gericke |
| Regional Planning Commission: | Mitch Nickerson |
| Systems Information Advisory Committee (City/County) | Jose Zapata |
| | D 1 14 |

Transportation Committee:

Bob Meyer

Alternatives

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

- 1. Move to approve the appointments of Councilmember's to Board and Commissions
- 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 recommendation of the Mayor.

Sample Motion

Move to approve the appointments of Councilmember's to the Boards and Commissions for 2010 as recommended by the Mayor.



Tuesday, December 15, 2009 Council Session

Item G3

Approving Appointment of Dave Schaffer to the Business Improvement District #6 Board

The Mayor has submitted the appointment of Dave Schaffer to the Business Improvement District #6 board to replace Randy Evans. This appointment would become effective immediately upon approval by the City Council and would expire on September 30, 2013. Approval is recommended.

Staff Contact: Mayor Hornady



Tuesday, December 15, 2009 Council Session

Item G4

Approving Appointments to the Electrical Board

The following individuals have expressed their willingness to serve on the City of Grand Island Electrical Board for the year 2010. Denise Kozel, Master Electrician; Mike Rivera, Journeyman Electrician; Brady Blauhorn, Utility Department Representative; Terry Klanecky, General Public Representative; and Craig Lewis and Dean Mathis, Building Department as Ex-Officio members. The above recommendations are made in compliance with the Grand Island City Code. These appointments would become effective January 1, 2010 upon approval by the City Council and would expire on December 31, 2011. Approval is recommended.

Staff Contact: Mayor Hornady

Building Inspection Department



Working Together for a Better Tomorrow. Today.

DATE: December 7, 2009

TO: Mayor Hornady and City Council

FROM: Craig A. Lewis, Building Department Director

RE: Appointments to the Electrical Board

The following individuals have been contacted and have indicated their willingness to serve on the Electrical Board of the City of Grand Island for the year 2010.

Representing

Master Electrician

Journeyman Electrician

Utility Department

General Public

Building Inspection (Ex-Officio)

Building Inspection (Ex-Officio)

Name/Address

Employed

Denise Kozel PO Box 2271 Grand Island, NE 68802

Mike Rivera 4635 Abbott Rd Grand Island, NE 68803

Brady Blauhorn 4004 Kay Ave Grand Island, NE 68803

Terry Klanecky 2116 Topeka Circle Grand Island, NE 68803

Craig Lewis 2321 W. Koenig Grand Island, NE 68803

Dean Mathis 2309 W. 14th St. Grand Island, NE 68803 Ensley Electric

Tri-City Electric

City of G. I.

Kriz Davis Co.

City of Grand Island Building Department

City of Grand Island Building Department

The above recommendations are made in compliance with the Grand Island Electrical Code and are contingent upon approval of the Mayor and the City Council.



Tuesday, December 15, 2009 Council Session

Item G5

Approving Appointments to the Mechanical Examining Board

The following individuals have expressed their willingness to serve on the City of Grand Island Mechanical Board for the year 2010. Mike McElroy, Master Mechanical; Loren Peterson, Gas Company Representative; Scott Hilligas, Contracting Mechanical; Mike Myers, Master Mechanical; Todd Bredthauer, Journeyman Mechanical; Tom O'Neill, Community Member; and Russ Shaw, Plumbing Inspector for the Building Department. The above recommendation is made in compliance with the Grand Island City Code and approval is requested.

Staff Contact: Mayor Hornady



Working Together for a Better Tomorrow. Today.

DATE: December 10, 2009

TO: Mayor Hornady & City Council

FROM: Craig A. Lewis, Building Department Director CA

RE: Appointment to the Mechanical Examining Board

The following men have been contacted and have indicated their willingness to serve on the Mechanical Examining Board of the City of Grand Island for the year 2010.

| Representing | Name/Address | Employed |
|------------------------|---|-----------------------|
| Building Department | Russ Shaw | Plumbing Inspector |
| Local Gas Company | Loran Peterson 515 W 3 rd St Grand Island NE 68801 | Northwestern |
| Contracting Mechanical | Scott Hilligas 2304 W Lincoln Hwy Grand Island NE 68801 | Midwest Heating & Air |
| Master Mechanical | Mike McElroy 807 Claude Rd Grand Island NE 68803 | McElroy Service Co |
| Master Mechanical | Mike Myers 318 E Capital Ave Grand Island NE 68801 | Myers Heating & Air |
| Journeyman Mechanical | Todd Bredthauer PO Box 484 Grand Island NE 68802 | Jerry's Sheet Metal |
| Community Member | Tom O'Neill 2017 W Barbara Ave Grand Island NE 68801 | |



Tuesday, December 15, 2009 Council Session

Item G6

Approving Appointments to the Plumbers Examining Board

The following individuals have expressed their willingness to serve on the City of Grand Island Plumbing Board for a two year term 2010/2011. Verne Penas and Mike Bailey, Master Plumbers; Jennifer Herman, Gerald Public, and David Scoggins, Building Department Ex-Officio. These appointments would become effective January 1, 2010 upon approval by the City Council and would expire on December 31, 2011. Approval is recommended.

Also recommended is the appointment of Rick Eberl, Master Plumber to replace Doug Hough. This appointment would become effective immediately upon approval by the City Council and would expire on December 31, 2010. Approval is recommended. The above recommendations are made in compliance with the Grand Island City Code.

Staff Contact: Mayor Hornady



Working Together for a Better Tomorrow. Today.

DATE: December 3, 2009

TO: Mayor Hornady & City Council

FROM: Craig A. Lewis, Building Department Director

RE: Appointments to the Plumbing Board

The following people have been contacted and have indicated their willingness to serve on the Plumbing Board of the City of Grand Island for a two-year term.

| <u>Term</u> | Representing | Name/Address | Employed |
|------------------|-------------------------------------|---|--------------------------------------|
| 2 yr. 2010-11 | Master Plumber | Verne Penas 2513 Pioneer Blvd. Grand Island, NE 68801 | PlumBest, Inc |
| 2 уг. 2010-11 | General Public | Jennifer Herman 13531 W. White Cloud Rd. Cairo, NE 68824 | Herman Plumbing |
| 2 yr. 2010-11 | Master Plumber | Mike Bailey 7388 W Abbott Rd Grand Island, NE 68803 | Mike's Backhoe & Sewer Serv. |
| | Building Inspection (Ex-Officio) | David Scoggins 103 W. 22 nd St. Grand Island, NE 68801 | City of G. I. Building Department |

The above recommendations are made in compliance with the Grand Island Plumbing Code and are contingent upon approval of the Mayor and the City Council.

The following person has been contacted and is willing to serve the remainder of the 2009/2010 term for Doug Hough of Water Works Plumbing:

TermRepresentingName/AddressEmployed2009-10Master PlumberRick EberlMr Rooter Plumbing215 Ft Kearney RdGrand Island NE 68801

City Hall • 100 East First Street • Box 1968 • Grand Island, Nebraska 68802-1968 (308) 385-5325 • FAX: 385-5423 • www.grand-island.com



Tuesday, December 15, 2009 Council Session

Item G7

#2009-311 - Approving Bid Award for (1) Used Ambulance

Staff Contact: Troy Hughes

Council Agenda Memo

| From: | Troy Hughes, Fire Chief |
|---------------|-------------------------|
| Meeting: | December 15, 2009 |
| Subject: | RFP for Used Ambulance |
| Item #'s: | G-7 |
| Presenter(s): | Troy Hughes, Fire Chief |

Background

The Grand Island Fire Department is faced with an ever increasing demand for emergency medical response. Throughout the 1990s, GIFD had a fleet of eight ambulances. This fleet size allowed two ambulances to be located at each fire station. Emergency medical call volume at that time was less than 2000 per year. In about 2000, the department acquired one new unit and disposed of the two oldest units, therefore reducing the fleet from eight to seven. Today, the department runs more than 4000 emergency medical calls per year. The demand on the ambulance fleet has more than doubled what it was in 2000. The recent past has provided GIFD much insight regarding the value of reserve ambulances. Over the course of a few months, one ambulance was totaled in a collision and the newest GIFD unit developed chronic mechanical problems. These unforeseen situations left the department with only five running units (two with over 100,000 miles). This situation greatly emphasized the value of reserve units. This purchase will return the ambulance fleet to eight units as it was in the 1990s.

Funds for this purpose were not included in the 2009-2010 budget as it was adopted. Funding for this unit is being suggested to come from the 2009-2010 Fire Department capital improvement budget. The budget line (land improvements - 10022101 85608) was set aside for concrete work at two fire stations. Fire Administration evaluated the departments greatest needs and it was determined that the best use of budgeted funds would be accomplished by completing the concrete work at Fire Station 2 on Broadwell Ave and pushing back the concrete work at Fire Station 3 on South Webb Road. This action would free up funds to purchase a used ambulance. It seemed clear to fire administration that having an ambulance available to provide life saving care was a higher priority than cracked concrete.

This proposal was taken to City Administrator Pederson and he concurred with Chief Hughes that in light of the demand being placed on the existing ambulance fleet this would be a higher priority for the use of city funds. Subsequently, the fire department formulated and sent out requests for proposals to supply a used ambulance. Seven proposals were received and evaluated.

Discussion

The seven proposals were scored and the proposal from Penn Care Inc. of Niles, Ohio scored the highest. Proposals were scored in six areas, price, age and miles, maintenance history, storage/load carrying capacity, design consistency with current GIFD units, and general condition. Penn Care Inc. submitted a proposal for a 1996 Freightliner/Horton medium duty ambulance. This ambulance appears to be in good overall condition and has only 21,510 miles on it. The proposed price is \$23,900 with a shipping cost of \$1,642 for a total cost of \$25,542.

The former owner of this unit, Lyndhurst Ohio Fire Department, was contacted by Chief Hughes. Hughes learned from this conversation with the Lyndhurst Fire Chief that this unit had been well cared for and is still functional. Lyndhurst is a densely populated area of four square miles containing about 17,000 people. This unit was replaced by a rotation policy based upon age alone. It was not replaced due to mechanical failure and should serve GIFD well in a reserve role. Buying a used ambulance is a new proposal for GIFD. This purchase will be watched closely and evaluated for financial value to our organization.

<u>Alternatives</u>

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 Penn Care Inc. proposal at a total cost of \$25,542. It is also recommended that this purchase be subject to a mechanical inspection by Allen Hoffman of Fleet Services and EMS Division Chief Shubert prior to accepting delivery of this unit.

Sample Motion

Move to approve.

| Company | Price / Pts 20 | Age and Miles / Pts 20 | Maintenace History / Pts 15 | Storage/Load capacity / Pts 15 | Design Consistency / Pts 15 | General Condition / Pts 15 | Point Total (100) |
|---|----------------|------------------------|-----------------------------|-------------------------------------|--------------------------------|----------------------------|--------------------------------------|
| Palmer Fire Department 1994 - Type 3 | \$ 20,000 15 | 15 yrs - 32,964 5 | Complete 15 | Consistent 10 | Color scheme 5 | Good 15 | 65 |
| Life Star 2001 - Medium Duty | \$ 25,315 15 | 8 yrs - 67,619 10 | Attempt to locate 10 | Greater 15 | Color scheme - doors 10 | Interior 10 | 70 |
| US Coach Works 2004 - Type 1 | \$ 29,900 | 5 yrs - 158,218 | Will Provide | Consistent | Color | Good | Does not meet mileage requirement |
| US Coach Works 2001 - Type 1 | \$ 21,500 | 8 yrs - 154,300 | Will Provide | Consistent | Consistent | Good | Does not meet mileage requirement |
| US Coach Works 2010 - Type 3 | \$ 84,000 0 | 0 yrs - Re-chassi: 20 | Will Provide 10 | Cab & exterior comparments 5 | As requested 15 | Re-chassis 15 | Price 65 |
| US Coach Works 2010 - Type 3 | \$ 69,500 5 | unknown - demo 15 | Will Provide 10 | Less 5 | Compartments 10 | Good - new demo 15 | Price and Compartments 60 |
| Penn Care 1996 - Medium Duty | \$ 23,900 20 | 13 yrs - 21,510 10 | Will Provide 10 | Greater - It rear compartment 15 | Color scheme - left rear 10 | Good 15 | 80 |

Results of RFP - Used Ambulance - December 2, 2009

Purchasing Division of Legal Department INTEROFFICE MEMORANDUM



Wes Nespor, Purchasing Agent

Working Together for a Better Tomorrow, Today

REQUEST FOR PROPOSAL FOR (1) USED AMBULANCE

RFP DUE DATE:

December 2, 2009 at 4:00 p.m.

DEPARTMENT:

PUBLICATION DATE: November 11, 2009

Fire

NO. POTENTIAL BIDDERS: 30

SUMMARY OF PROPOSALS RECEIVED

US Coachworks Kansas City, MO Palmer Fire Department Palmer, NE

<u>Life Star Rescue, Inc.</u> Van Wert, OH Penn Care Public Safety Technology Niles, OH

cc: Troy Hughes, Fire Chief Jeff Pederson, City Administrator Dale Shotkoski, City Attorney Chris Hoffman, Fire Admin. Assist. Mary Lou Brown, Finance Director Wes Nespor, Purchasing Agent

P1384



RESOLUTION 2009-311

WHEREAS, the City Of Grand Island sent out requests for proposals to various venders to supply a used ambulance meeting six areas of criteria for the Grand Island Fire Department. Seven proposals were received and evaluated; a copy is on file with the City Clerk; and

WHEREAS, on December 2, 2009 requests for proposals were received, opened and reviewed; and

WHEREAS, the proposal from Penn Care, Inc of Niles, Ohio scored the highest in these areas: price, age and miles, maintenance history, storage/load carrying capacity, design consistency with current GIFD units and general condition. Their proposal is for a 1996 Freightliner/Horton medium duty ambulance with 21,510 miles with a proposed price of \$23,900 plus shipping of \$1,642 making a total cost \$25,542; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Penn Care, Inc of Niles, Ohio in the amount of \$25,542 for one 1996 Freightliner/Horton medium duty ambulance is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on December 15, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ¤ _____ December 10, 2009 ¤ City Attorney



Tuesday, December 15, 2009 Council Session

Item G8

#2009-312 - Approving Final Plat and Subdivision Agreement for 281 Retail Second Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

| From: | Regional Planning Commission |
|---------------|--|
| Meeting: | December 15, 2009 |
| Subject: | 281 Retail Second Subdivision – Final Plat |
| Item #'s: | G-8 |
| Presenter(s): | Chad Nabity AICP, Regional Planning Director |

Background

This property is located north of 13th Street and west of Diers Avenue, this final plat proposes to create 2 lots on a tract of land comprising a replat of Lot 1, 281 Retail Subdivision, to the City of Grand Island, located in the Southwest Quarter (SW1/4) of Section Twelve (12), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in the City of Grand Island, Nebraska. This is approximately 21.944 acres.

Discussion

The final plat for 281 Retail Second Subdivision was considered by the Regional Planning Commission at the November 2, 2009 meeting. Ruge stated there have been drainage issues with this property, during heavy rains the original subdivision was designed to overflow into the parking lot including an area of the proposed lot 2. Who ever buys or leases this property needs to be aware of this limitation. A motion was made by Ruge and seconded by Haskins to approve the plat as presented with the knowledge this property has drainage issues. A roll call vote was taken and the motion passed with 10 members present (Amick, O'Neill, Ruge, Hayes, Reynolds, Monter, Haskins, Eriksen, Bredthauer, and Snodgrass) voting in favor and no member present 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.



281 Retail Second Subdivision

Developer/Owner

Sams Real Estate Business Trust Jo Kaye Bandy – Owner Representative 2001 SE 10th St Bentonville AR 72716-0550

To create 2 lots north of 13th Street and west of Diers Ave., in the city of Grand Island, in Hall County, Nebraska. Size: 21.944 acres Zoning: B2 General Business Road Access: Existing City Streets Water Public: City water is available Sewer Public: City sewer is available





RESOLUTION 2009-312

WHEREAS, Sam's Real Estate Business Trust, being the owner of the land described hereon, have caused to be laid out into 2 lots, a Replat of Lot One (1), 281 Retail Subdivision, located in the Southwest Quarter (SW1/4) of Section Twelve (12), Township Eleven (11) North, Range Ten (10), West of the 6th P.M., in the City of Grand Island, in Hall County, Nebraska, under the name of 281 RETAIL SECOND SUBDIVISION, 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 281 RETAIL SECOND 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, December 15, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

| Approved as to Form | ¤ | |
|---------------------|---|---------------|
| December 10, 2009 | ¤ | City Attorney |


Tuesday, December 15, 2009 Council Session

Item G9

#2009-313 - Approving Final Plat and Subdivision Agreement for Setlik Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

| From: | Regional Planning Commission |
|---------------|--|
| Meeting: | December 15, 2009 |
| Subject: | Setlick Subdivision – Final Plat |
| Item #'s: | G-9 |
| Presenter(s): | Chad Nabity AICP, Regional Planning Director |
| | |

Background

This property is located south of 17th Street and west of Pine Street, this Final Plat proposes to create 2 lots on a tract of land comprising all of Lots One (1), Two (2) and Three (3), Block Eighty Eight (88), Wheeler and Bennett's Fourth Addition to the City of Grand Island, Nebraska. This is approximately .479 acres more or less.

Discussion

The revised final plat for Setlick Subdivision was considered by the Regional Planning Commission at the December 2, 2009 meeting. Approval of this subdivision requires council to waive the minimum lot size requirements for Lot 2. There is an existing house on this property that was previously owned as a separate parcel. This action will allow the owner of the property to sell each house separately. Both houses are connected to city sewer and water with individual connections. A motion was made by Bredthauer and seconded by Hayes to approve the plats as presented on the Consent Agenda. A roll call vote was taken and the motion passed with 10 members present (Amick, O'Neill, Ruge, Hayes, Reynolds, Monter, Haskins, Eriksen, and Snodgrass) voting in favor no member present 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.



Setlik Final Plat Summary Developer/Owner Dorothy Setlik 3317 Schroeder Ave Grand Island NE 68803

To create 2 lots south of 17th Street and west of Pine Street, in the City of Grand Island, in Hall County, Nebraska. Size: .479 acres Zoning: R2 Low Density Residential Zone Road Access: City Roads Water Public: City water is available Sewer Public: City sewer is available





RESOLUTION 2009-313

WHEREAS, Dorothy M. Setlik, a widow, being the owner of the land described hereon, have caused to be laid out into 2 lots, a tract of land comprising all of Lots One (1), Two (2) and Three (3), Block Eighty Eight (88), Wheeler and Bennett's Fourth Addition to the City of Grand Island, in Hall County, Nebraska, under the name of SETLIK SUBDIVISION, 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, the subdivision plat, as presented will require a waiver to the lot area requirements for Lot 2, 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 SETLIK 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, December 15, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ¤ _____ December 10, 2009 ¤ City Attorney



Tuesday, December 15, 2009 Council Session

Item G10

#2009-314 - Approving on Redevelopment Plan for Property Located at 703 South Lincoln Avenue

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

Staff Contact: Chad Nabity

RESOLUTION 2009-314

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

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 1997, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has previously declared Redevelopment Area No. 2 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

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

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

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

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: Acquire real estate at 703 South Lincoln Avenue; demolish the existing single family house at that location and construct a new 4 unit apartment building and related structures and site improvements on the W¹/₂ of the W¹/₂ of Block 16 of Windolph's Addition to the City of Grand Island. 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:

- 1. The Redevelopment Plan of the City approved for Redevelopment Area No. 2 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined, based on the analysis conducted by the Authority, that (a) the redevelopment project in the plan would not be economically feasible without the use of taxincrement financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission with respect to the Redevelopment Contract.
- 2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
- 3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall be January 1, 2011 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 the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 15, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



Tuesday, December 15, 2009 Council Session

Item G11

#2009-315 - Approving Acquisition of Utility Easement - Southwest Corner of 1108 Allen Drive - Nebraska Investment Association, LLC

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

Staff Contact: Gary R. Mader

RESOLUTION 2009-315

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

WHEREAS, a public hearing was held on December 15, 2009, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

Commencing at the southwest corner of Lot Two (2) Meadowlark West Seventh Subdivision in the City of Grand Island, Hall County, Nebraska; thence northerly along the westerly line of said Lot Two (2), a distance of eighteen (18.0) feet to the ACTUAL Point of Beginning; thence continuing northerly along the westerly line of said Lot Two (2), a distance of twenty (20.0) feet; thence easterly parallel with the southerly line of said Lot Two (2), a distance of forty five (45.0) feet; thence southerly parallel with the westerly line of said Lot Two (2), a distance of twenty (20.0) feet; thence westerly parallel with the southerly line of said Lot Two (2), a distance of forty five (45.0) feet to a point on the westerly line of said Lot Two (2) being the said Point of Beginning.

The above-described easement and right-of-way containing 900 square feet, more or less, as shown on the plat dated 11/3/2009, 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 Nebraska Investment Association, LLC, on the abovedescribed tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 15, 2009.

Margaret Hornady, Mayor

Attest:

Approved as to Form ¤ _____ December 10, 2009 ¤ City Attorney RaNae Edwards, City Clerk





Tuesday, December 15, 2009 Council Session

Item G12

#2009-316 - Approving Acquisition of Utility Easement - Fonner Park - Hall County Livestock Improvement Association

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

Staff Contact: Gary R. Mader

RESOLUTION 2009-316

WHEREAS, a public utility easement is required by the City of Grand Island, from Hall County Livestock Improvement Association, to install, maintain, repair and replace water mains, storm drains, sanitary sewers, and other utility facilities over and across and operate thereon, public utilities and appurtenances; and

WHEREAS, a public hearing was held on December 15, 2009, for the purpose of discussing the proposed acquisition of an easement composed of a portion of the Southwest Quarter (SW ¹/₄) of Section Twenty-two (22), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

TRACT # 1

Commencing at the southeast corner of the Southwest Quarter (SW 1/4), Section Twenty Two (22), Township Eleven (11) North, Range Nine (9) West of the 6th PM, Grand Island, Hall County, Nebraska; thence northerly along the easterly line of said Southwest Quarter (SW1/4), a distance of thirty three (33.0) feet to a point on the northerly right-of-way line of Stolley Park Road; thence westerly along the northerly right-of-way line of said Stolley Park Road, a distance of two hundred twenty (220.0) feet; thence northerly and parallel with the easterly line of the said Southwest Quarter (SW 1/4) and being along the westerly line of an existing twenty (20.0) foot wide easement as described in Document 200411108 recorded in the Register of Deeds Office, Hall County, Nebraska (on an assumed bearing of N00°00'00'E), a distance of seventy three and twenty eight hundredths (73.28) feet to the ACTUAL Point of Beginning; thence continuing N00°00'00'E, a distance of twenty (20.0) feet; thence N89°33'52''W, a distance of thirty (30.0) feet; thence S00°00'00''E, a distance of twenty (20.0) feet; thence S89°33'52''E, a distance of thirty (30.0) feet to the said Point of Beginning.

The above-described easement and right-of-way tract containing 0.014 acres, more or less, as shown on the plat dated 11/23/2009, marked Exhibit "A", Sheet 1 of 3, attached hereto and incorporated herein by reference,

TRACT # 2

Commencing at the southeast corner of the Southwest Quarter (SW 1/4), Section Twenty Two (22), Township Eleven (11) North, Range Nine (9) West of the 6th PM, Grand Island, Hall County, Nebraska; thence northerly along the easterly line of said Southwest Quarter (SW 1/4), a distance of thirty three (33.0) feet to a point on the northerly right-of-way line of Stolley Park Road; thence westerly along the northerly right-of-way line of said Stolley Park Road, a distance of two hundred twenty (220.0) feet; thence northerly and parallel with the easterly line of the said Southwest Quarter (SW 1/4) and being along

> Approved as to Form ¤ _____ December 10, 2009 ¤ City Attorney

the westerly line of an existing twenty (20.0) foot wide easement as described in Document 200411108 recorded in the Register of Deeds Office, Hall County, Nebraska (on an assumed bearing of N00°00'00'E), a distance of eight hundred forty five and sixty six hundredths (845.66) feet to the ACTUAL Point of Beginning; thence continuing N00°00'00'E, a distance of thirty one and two hundredths (31.02) feet; thence N75°17'24"W, a distance of ninety three and sixty two hundredths (93.62) feet; thence S00°00'00"E, a distance of thirty one and two hundredths (31.02) feet; thence S75°17'24"E, a distance of ninety three and sixty two hundredths (93.62) feet to the said Point of Beginning.

The above-described easement and right-of-way tract containing 0.064 acres, more or less, as shown on the plat dated 11/23/2009, marked Exhibit "A", Sheet 2 of 3, attached hereto and incorporated herein by reference,

TRACT # 3

Commencing at the southeast corner of the Southwest Quarter (SW 1/4), Section Twenty Two (22), Township Eleven (11) North, Range Nine (9) West of the 6th PM, Grand Island, Hall County, Nebraska; thence northerly along the easterly line of said Southwest Quarter (SW 1/4), a distance of thirty three (33.0) feet to a point on the northerly right-of-way line of Stolley Park Road; thence westerly along the northerly right-of-way line of said Stolley Park Road, a distance of two hundred twenty (220.0) feet; thence northerly and parallel with the easterly line of the said Southwest Quarter (SW 1/4) and being along the westerly line of an existing twenty (20.0) foot wide easement as described in Document 200411108 recorded in the Register of Deeds Office, Hall County, Nebraska (on an assumed bearing of N00°00'00''E), a distance of one thousand four hundred sixty one and fifty seven hundredths (1,461.57) feet to the ACTUAL Point of Beginning; thence continuing N00°00'00''E, a distance of twenty (20.0) feet; thence S89°58'21''W, a distance of eighty six (86.0) feet; thence S00°00'00''E, a distance of twenty (20.0) feet; thence N89°58'21''E, a distance of eighty six (86.0) feet to the said Point of Beginning.

The above-described easement and right-of-way tract containing 0.039 acres, more or less, as shown on the plat dated 11/23/2009, marked Exhibit "A", Sheet 3 of 3, 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 Hall County Livestock Improvement Association on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 15, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk









Tuesday, December 15, 2009 Council Session

Item G13

#2009-317 - Approving Bid Award - On-Site Technical Advisor for GT3 Combustion Inspection - Burdick Station

Staff Contact: Gary R. Mader

Council Agenda Memo

| From: | Gary R. Mader, Utilities Director Wesley Nespor, Asst. City Attorney/Purchasing |
|---------------|--|
| Meeting: | December 15, 2009 |
| Subject: | On-Site Technical Advisor for GT3 Combustion Inspection |
| Item #'s: | G-13 |
| Presenter(s): | Gary R. Mader, Utilities Director |

Background

Burdick Generating Station utilizes three steam turbines and three gas turbines for electrical generation. Gas Turbine 3 (GT3) is a General Electric Frame 6 turbine generator and was commissioned in 2003. Based on the hours of operation and the number of unit starts, the manufacturer recommends performing a combustion inspection. A combustion inspection includes dismantling and inspection of combustion path components such as fuel nozzles and combustion chambers and is needed to properly ensure proper combustion for unit performance, efficiency, and emission control. It is also used to determine any future repair work based on the manufacturer's recommendations. In performing turbine generator inspections of this scope, the Department utilizes technical advisors specializing in these services. The advisors work with plant management to schedule work activities, order replacement parts, and provide technical guidance to plant maintenance staff during the inspection. Plant staff developed specifications to solicit bids for technical advisors for this work which included requirements of experience and factory training for General Electric Frame 6 gas turbine generator combustion inspections.

Discussion

The specifications for the On-site Technical Advisor for GT3 Combustion Inspection were advertised and issued for bid in accordance with the City purchasing code. Bids were publicly opened on December 1, 2009. Specifications were sent to 16 potential bidders and responses were received as listed below. The engineer's estimate for this project was \$75,000.00.

| Bidder | Bid Price |
|-------------------------------------|--------------|
| ProEnergy Services, Sedalia, MO | \$18,845.00 |
| Sulzer Turbo Services, La Porte, TX | \$19,260.00 |
| HPI, LLC, Houston, TX | \$27,958.00 |
| GE Energy, Omaha, NE | \$ 42,602.05 |
| Pond and Lucier, Clifton Park, NY | \$46,000.00 |

The bids were reviewed by plant management staff. The specification required that the bidder provide a reference list of projects of similar scope and complexity. It also required that the advisor must have participated in training by the manufacturer and have experience with similar equipment. The bids from HPI, ProEnergy, and Sulzer did not provide the required experience or training for General Electric Frame 6 combustion inspections. The bids from GE Energy and Pond & Lucier are compliant with specifications and less than the engineer's estimate. GE Energy is the original equipment manufacturer. Plant staff recommends awarding the GT3 combustion inspection technical services contract to GE Energy as the low responsive bid.

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 Contract for On-Site Technical Advisor for GT3 Combustion Inspection to GE Energy of Omaha, NE, as the low responsive bidder, in the amount of \$42,602.05.

Sample Motion

Move to approve award of the technical services contract to GE Energy for the On-Site Technical Advisor for GT3 Combustion Inspection.

Purchasing Division of Legal Department INTEROFFICE MEMORANDUM



Wes Nespor, Purchasing Agent

Working Together for a Better Tomorrow, Today

BID OPENING

| BID OPENING DATE: | December 1, 2009 at 11:00 a.m. |
|------------------------|---|
| FOR: | On-Site Technical Advisor for GT3 Combustion Inspection |
| DEPARTMENT: | Utilities |
| ESTIMATE: | \$75,000.00 |
| FUND/ACCOUNT: | 520 |
| PUBLICATION DATE: | November 19, 2009 |
| NO. POTENTIAL BIDDERS: | 16 |

SUMMARY

\$46,000.00

| Bidder: | ProEnergy Services | GE Energy |
|----------------------|------------------------|------------------------------|
| | Sedalia, MO | Omaha, NE |
| Bid Security: | Western Surety Company | Liberty Mutual Insurance Co. |
| Exceptions: | Noted | Noted |
| | | |
| Bid Price: | | |

| Labor: | \$18,845.00 | \$39,815.00 |
|-----------------------|----------------|--------------------|
| Sales Tax: | | <u>\$ 2,787.05</u> |
| Total Bid Pric | e: \$18,845.00 | \$42,602.05 |

| Bidder: | Sulzer Turbo Services | Pond And Lucier |
|----------------------|------------------------|------------------|
| | La Porte, TX | Clifton Park, NY |
| Bid Security: | Vigilant Insurance Co. | \$2,500.00 |
| Exceptions: | Noted | Noted |
| Bid Price: | | |
| | ¢10,000,00 | ¢ 4 < 0.00 00 |
| Labor: | \$18,000.00 | \$46,000.00 |
| Sales Tax: | <u>\$ 1,260.00</u> | Exception |

\$19,260.00

Total Bid Price:

| Bidder: | <u>HPI, LLC</u> |
|----------------------|---------------------------------|
| | Huston, TX |
| Bid Security: | International Fidelity Ins. Co. |
| Exceptions: | Noted |

Bid Price:

 Material:
 \$ 6,958.00

 Labor:
 \$21,000.00

 Sales Tax:

 Total Bid Price:
 \$27,958.00

cc: Gary Mader, Utilities Director Dale Shotkoski, City Attorney Jeff Pederson, City Administrator Larry Keown, Power Plant Supt. Bob Smith, Assistant Utilities Director Wes Nespor, Purchasing Agent Pat Gericke, Utilities Admin. Assist. Karen Nagel, Utilities Secretary

P1385

RESOLUTION 2009-317

WHEREAS, the City Electric Department invited sealed bids for On-Site Technical Advisor for GT3 Combustion Inspection at the Burdick Generating Station; and

WHEREAS, on December 1, 2009, bids were received, opened and reviewed; and

WHEREAS, GE Energy of Omaha, Nebraska, submitted a bid in accordance with the terms of the advertisement for bids and the specifications and all other statutory requirements contained therein, such bid being in the amount of \$42,602.05; and

WHEREAS, the bid of GE Energy is less than the estimate for On-Site Technical Advisor for GT3 Combustion Inspection at Burdick Generating Station.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of GE Energy of Omaha, Nebraska in the amount of \$42,602.05 for On-Site Technical Advisor for GT3 Combustion Inspection at Burdick Generating Station is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 15, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ¤ _____ December 10, 2009 ¤ City Attorney



Tuesday, December 15, 2009 Council Session

Item G14

#2009-318 - Approving Neighborhood Stabilization Program Housing Developer Agreements

Staff Contact: Joni Kuzma

Council Agenda Memo

| From: | Joni Kuzma, Community Development |
|------------------|--|
| Council Meeting: | December 15, 2009 |
| Subject: | Approving Neighborhood Stabilization Program Housing Developer Agreements |
| Item #: | G-14 |
| Presente r(s): | Joni Kuzma, Community Development Administrator |

Background

In October, the City of Grand Island was awarded a \$993,000 Neighborhood Stabilization Program grant from the Nebraska Department of Economic Development. The grant will enable the city to purchase and demolish at least six (6) vacant, blighted structures and redevelop the lots into six (6) new homes.

Habitat for Humanity and the Housing Development Corporation are non-profit housing developers partnering on the grant. Per the grant contract between the state and the city, both entities are eligible to redevelop 3 of the properties. The City must enter into a Housing Developer Agreement with each organization to move forward with construction of new housing.

Discussion

Housing Developer Agreements for each organization have been included in the Council packet. The agreements are different based on the amount of construction subsidy per agency. Habitat for Humanity is funding the construction of their three (3) houses internally so will not have a construction subsidy. The houses constructed by the Housing Development Corporation will be subsidized through the grant. The agreement with the Housing Development Corporation addresses requirements associated with the subsidy that do not need to be addressed in the Habitat agreement.

Alternatives

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

- 1. Approve the Neighborhood Stabilization Program Housing Developer Agreements and authorize the Mayor to sign all related documents
- 2. Refer the issue to a Committee.
- 3. Postpone the issue to a later date.

Recommendation

City Administration recommends that Council approves the Neighborhood Stabilization Program Housing Developer Agreements and authorizes the Mayor to sign all related documents.

Sample Motion

Move to approve the Neighborhood Stabilization Program Housing Developer Agreements and authorize the Mayor to sign all related documents.

DEVELOPMENT AGREEMENT NEIGHBORHOOD STABILIZATION PROGRAM CITY OF GRAND ISLAND, NEBRASKA AND HOUSING DEVELOPMENT CORPORATION

THIS AGREEMENT is approved as of this 15th day of December, 2009, by and between the CITY OF GRAND ISLAND, NEBRASKA, located at 100 East First Street, Grand Island, Nebraska 68801, hereinafter referred to as the "City," and the Housing Development Corporation, whose local office is located at 1811 W. 2nd Street, Grand Island, NE, hereinafter referred to as the "Developer" or "HDC."

IT IS AGREED by and between the parties as follows:

I. PERIOD OF PERFORMANCE

The activities described in this Agreement are to begin no later than July 31, 2010, and shall be completed no later than June 1, 2011. All eligible activities and costs are limited to the above time period, with the exception of eligible pre-development costs specifically approved for reimbursement by the City. This Agreement shall remain in full force and effect with respect to the Developer until such time the Property has been conveyed to a qualified homebuyer under the terms and conditions of this Agreement.

II. GENERAL ACTIVITIES AND DEFINITIONS

A. Project Summary. The City will acquire certain parcels of real estate for demolition and redevelopment through the Neighborhood Stabilization Program (NSP). To the extent possible, input from the Housing Development Corporation will be included in the decision-making process regarding which properties are acquired for demolition and redevelopment. In the property selection process, the floor plan design of the Housing Development Corporation will be considered in relation to lot size and location.

When the demolition is completed, the City will transfer the property to the Housing Development Corporation retaining a trust deed or mortgage lien. Upon completion of redevelopment in accordance with the terms and conditions of this Agreement, the Property shall be sold to an eligible household consistent with the NSP grant and contract 093N11 with the Nebraska Department of Economic Development (NDED) both of which are attached hereto and incorporated herein by reference.

B. Definitions. The following definitions shall apply to this Agreement:

- 1. "Project" shall include all activities related to acquisition, redevelopment, sale and occupancy of the Property.
 - 2. "Buyer" shall refer to the person or persons purchasing the Property.

3. "Appraisal" shall refer to a real property appraisal conducted by an independent qualified appraiser to determine the market value of the Property. The City reserves the right to select or approve the appraiser.

4. "Total Development Cost" includes, but is not limited to, all costs for site acquisition, relocation, demolition, construction, and closing costs.

C. Commitment of Funds. Prior to completion of an environmental review by the City, the Developer shall not make any commitment if it would have an adverse environmental impact or limit the choice of reasonable project alternatives.

D. Eligible Costs. All Project costs under this Agreement must be eligible under Community Development Block Grant program regulations and Neighborhood Stabilization Program rules. The City reserves the right to make the final determination as to the eligibility of any cost under this Agreement.

E. Forms of Assistance. Assistance may be provided as described below:

1. Non-interest bearing financing to support acquisition, construction and/or other eligible costs related to the redevelopment of the Property. The amount of any direct subsidy assistance to be repaid to the City shall be set forth in separate documents.

2. A development subsidy which shall be equal to the difference between the total development cost of the Property and the sales price of the Property. The development subsidy shall be consistent with program guidelines.

3. A developer fee of \$10,000 to be disbursed to HDC in installments during development of the property. The final installment may be disbursed after closing on the sale of the Property to an income eligible buyer and the submission of all required reports and documentation determined necessary by the City.

F. Calculation of Financing Repayment. The amount of construction financing to be repaid to the City shall be equal to the total amount of assistance provided by the City through this Agreement for the Property less:

G. Development Schedule. Prior to the commencement of redevelopment, the Developer shall submit a development schedule for the Property. The development schedule shall be in sufficient detail to allow the City to monitor the progress of the Developer in completing its obligations under this Agreement.

H. Construction Trust Deed. Prior to the disbursement of funds for the Property, the Developer shall execute a trust deed and notice of commencement to the City to secure repayment of funds approved by the City for the redevelopment of the Property.

III. ACQUISITION, PRE-DEVELOPMENT AND CONSTRUCTION REQUIREMENTS

A. Acquisition. The City will acquire properties for demolition in accordance with all applicable City and Neighborhood Stabilization Program requirements.

B. Compliance with Applicable Codes. The Developer shall comply with all applicable codes and pay all applicable fees during the period of time it owns the

Property. The Property shall be subject to inspection or examination by the City, or its authorized representative(s), at any reasonable time. Keys will be provided to the City for project properties at the time the unit is closed in.

C. Property Standards. At the time of initial occupancy by a qualified buyer, the Property shall comply with all applicable codes and ordinances; City Housing Rehabilitation Standards; applicable federal, state and local laws, regulations and requirements; and program terms and conditions of the attached NSP grant and NDED contract number 093N11.

D. Oversight of Redevelopment. The Developer shall be responsible for ensuring that all redevelopment work is carried out in accordance with all applicable laws, codes, rules, regulations, standards and ordinances. During construction, HDC will pay utilities; upkeep costs such as mowing and weed control; construction insurance; property taxes; and other miscellaneous expenses related to project development will be reimbursable through the program, all of which are eligible costs.

E. Review of Plans and Specifications. Prior to commencing construction, the Developer shall submit to the City for review and approval, plans, specifications and other information, in form and substance acceptable to the City, describing the proposed redevelopment work on the Property. The Developer shall incorporate into the plans and specifications any changes or additions the City determines necessary to meet the property standards set forth in this Agreement.

F. Final Development Budget. The Developer shall submit a final development budget for the Property to the City. The development budget shall be in a form and substance acceptable to the City, and provide detailed information on costs related to the redevelopment and sale of the Property.

G. Projected Post-rehabilitation Market Value. The Developer shall provide the City with a projection of the post-redevelopment market value of the Property.

H. Environmental Requirements. The Developer shall comply with all environmental related requirements that the City determines necessary.

I. Commencement of Work. The Developer shall not commence construction or redevelopment activities or any other work that results in a physical change to the Property until written approval is granted by the City. The minimum requirements listed below shall be complied with prior to the City granting of written approval to commence work. The City reserves the right to grant written approval to commence work that is limited in scope and nature prior to these requirements being met, and/or require that additional requirements other than those specified below be met prior to granting approval to commence work.

1. The City has completed an environmental review of the Property.

2. All applicable property acquisition requirements have been completed.

3. The City has a completed Third Party Appraisal or a written estimate of the post-rehabilitation market value of the Property.

4. The specifications and plans for the redevelopment of the Property have been submitted to and approved by the City.

5. A development budget for the Property showing the total development cost and sources and uses of funds has been submitted to and approved by the City.

6. The Developer has obtained a Building Permit and has obtained all other necessary approvals, permits, and licenses.

7. All applicable insurance and bonding requirements have been complied with.

8. The Developer has recorded a notice of commencement with the Register of Deeds after recording the construction trust deed.

J. Change Orders. All change orders shall be in writing and shall be submitted to the City for review and approval prior to any change in the scope of work being approved or implemented by the Developer. A copy of each change orders approved by the Developer shall be provided to the City immediately after execution.

K. Lien Waivers. The Developer shall obtain lien waivers from all parties providing labor, materials or equipment for the rehabilitation of the Property. The Developer shall immediately notify the City in writing if a Claim or Lien is filed by any party that has provided labor, materials or equipment for the rehabilitation or construction of the Property. The notification shall include the name of the party filing the claim, the amount of the claim, a description of the circumstances surrounding the filing of the claim and actions taken and/or planned by the Developer to resolve the situation.

L. Completion of Redevelopment. The Developer shall commence work no later than six months (6) after demolition of the Property and complete the redevelopment of the Property no later than April 1, 2011, unless otherwise agreed to in writing by the City.

IV. OCCUPANCY AND BUYER ELIGIBILITY REQUIREMENTS

A. Occupancy of Property. The Property shall not be occupied without the prior, written approval of the City. Prior to granting approval to occupy the Property, the minimum requirements listed below shall be met.

1. Certificate of occupancy issued by the City Building Department.

2. Construction has been completed in accordance with program guidelines.

3. Appropriate lease/purchase documents have been approved by the City and executed by the parties.

B. Income Eligibility. At the time of sale or lease of the Property, the Buyer shall meet program eligibility requirements. No unsupervised visits by potential homeowners will be allowed at any time. The City, in coordination with the Housing Development

Corporation, will make arrangements with the on-site construction supervisors to show the unit during construction and City and/or HDC staff will accompany potential buyers.

V. SALE AND CONVEYANCE OF THE PROPERTY

A. Purchase Agreement. In general, the Developer shall not enter into a purchase agreement with a Buyer until approved by the City.

B. Minimum Sale Price. The minimum sale price shall initially be established at the market value of the Property as determined by the City. Subsequent adjustments to the minimum sale price may be made in consultation with and approval of the City. In no event shall the sales price of the Property exceed the total development cost of the Property, including the developer fee.

C. Closing on Sale of the Property. The Developer shall provide the City written notice of the closing on the sale of the Property. The following shall occur at closing:

1. The Developer shall repay City financing as specified in this Agreement less the subsidy grant and developer fee. The City shall release the trust deed lien upon such repayment and receipt of waivers from all contractors and vendors.

2. The Developer shall convey ownership of the Property to the Buyer by Warranty Deed.

3. The Buyer shall execute security documents and promissory note to the City for any down payment assistance.

D. Sale on Lease/Purchase Basis. In the event the City and the Developer agree that the Property may be sold on a lease/purchase basis, appropriate documents will be submitted to the City for approval and execution prior to occupancy.

VI. REPORTING REQUIREMENTS

A. Prior to closing on the sale of the Property to a Buyer, the Developer shall provide the City with a detailed statement of the total development cost for the Property. The total development cost includes, but is not limited to, all redevelopment and closing costs. The City reserves the right to request documentation of any cost shown in the statement and to make the final determination on the eligibility of any cost contained in the statement of total development cost.

VII. BUDGET AND METHOD OF PAYMENT

A. Amount of Agreement. The Developer shall be reimbursed by the City for all actual, allowable costs under the terms of this Agreement in an amount not to exceed program guidelines. This amount may be increased, at the sole discretion of the City, with the written approval of the Community Development Administrator and program coordinator.
B. Method of Payment. The City shall provide payment to the Developer for actual, allowable costs under the terms of this Agreement, upon submission of required documentation to the City, and after approval of such documentation by the City. The funds may not be requested until such funds are needed for the payment of eligible costs. The amount of each request shall be limited to the amount needed, as determined by the City.

VIII. MISCELLANEOUS PROVISIONS

A. This agreement contemplates one or more projects funded through the Nebraska Department of Economic Development Neighborhood Stabilization Program. Other developers may be used by the City and the number of projects in which the HDC will participate is not guaranteed nor is the HDC the exclusive developer under this program.

B. This agreement will automatically renew for projects financed by reuse funds from the original projects contemplated by this Agreement unless notice is received from either party to terminate the agreement. Notwithstanding such automatic renewal, nothing in this agreement shall obligate the City or the Developer to participate in future projects with each other or to prevent the City from engaging any other person or entity as a developer for future projects.

Effective this 15th day of December, 2009

Margaret Hornady, Mayor CITY OF GRAND ISLAND

Linda Addison, Executive Director HOUSING DEVELOPMENT CORPORATION

DEVELOPMENT AGREEMENT NEIGHBORHOOD STABILIZATION PROGRAM CITY OF GRAND ISLAND, NEBRASKA AND GRAND ISLAND AREA HABITAT FOR HUMANITY, INC.

THIS AGREEMENT is approved as of this 15th day of December, 2009, by and between the CITY OF GRAND ISLAND, NEBRASKA, located at 100 East First Street, Grand Island, Nebraska 68801, hereinafter referred to as the "City," and GRAND ISLAND AREA HABITAT FOR HUMANITY, INC., whose principal office is located at 410 W. 2nd St., Suite 6, Grand Island, NE, hereinafter referred to as the "Developer" or "Habitat."

IT IS AGREED by and between the parties as follows:

I. PERIOD OF PERFORMANCE

The activities described in this Agreement are to begin no later than July 31, 2010, and shall be completed no later than June 1, 2011. All eligible activities are limited to the above time period, with the exception of eligible activities specifically approved by the City. This Agreement shall remain in full force and effect with respect to the Developer until such time the Property has been conveyed to a qualified homebuyer under the terms and conditions of this Agreement.

II. GENERAL ACTIVITIES AND DEFINITIONS

A. Project Summary. The City will acquire certain parcels of real estate for demolition and redevelopment through the Neighborhood Stabilization Program (NSP). To the extent possible, input from GRAND ISLAND AREA HABITAT FOR HUMANITY, INC. will be included in the decision-making process regarding which properties are acquired for demolition and redevelopment. In the property selection process, the floor plan design of GRAND ISLAND AREA HABITAT FOR HUMANITY, INC. will be considered in relation to lot size and location.

When the demolition is completed, the City will transfer the property to the GRAND ISLAND AREA HABITAT FOR HUMANITY, INC. retaining a trust deed or mortgage lien. Upon completion of redevelopment in accordance with the terms and conditions of this Agreement, the Property shall be sold to an eligible household consistent with the Neighborhood Stabilization Program grant and contract 093N11 with the Nebraska Department of Economic Development (NDED) both of which are attached hereto and incorporated herein by reference.

B. Development Schedule. Prior to the commencement of redevelopment, the Developer shall submit a development schedule for the Property. The development schedule shall be in sufficient detail to allow the City to monitor the progress of the Developer in completing its obligations under this Agreement.

III. ACQUISITION, PRE-DEVELOPMENT AND CONSTRUCTION REQUIREMENTS

A. Acquisition. The City will acquire properties for demolition in accordance with all applicable City and Neighborhood Stabilization Program requirements. If Habitat owns a qualifying property, the City may elect to provide demolition assistance. In that event, Habitat will comply with the terms of the NSP grant and NDED contract with respect to construction of improvements and sale to a qualified buyer.

B. Compliance with Applicable Codes. The Developer shall comply with all applicable codes and pay all applicable fees during the period of time it owns the Property.

C. Property Standards. At the time of initial occupancy by a qualified buyer, the Property shall comply with all applicable codes and ordinances; City Housing Minimum Housing Standards; applicable federal, state and local laws, regulations and requirements; and program terms and conditions of the attached NSP grant and NDED contract number 093N11.

D. Oversight of Redevelopment. The Developer shall be responsible for ensuring that all redevelopment work is carried out in accordance with all applicable laws, codes, rules, regulations, standards and ordinances.

E. Completion of Redevelopment. The Developer shall commence work no later than six months (6) after demolition of the Property and complete the redevelopment of the Property no later than April 1, 2011, unless otherwise agreed to in writing by the City.

IV. OCCUPANCY AND BUYER ELIGIBILITY REQUIREMENTS

A. Income Eligibility. At the time of sale or lease of the Property, the Buyer shall meet program eligibility requirements.

B. Minimum Sale Price. The minimum sale price shall be consistent with the terms and conditions of the NSP grant and NDED contract.

C. Closing on Sale of the Property. The Developer shall provide the City written notice of the closing on the sale of the Property. The City shall release the trust deed lien upon receipt of documentation that all grant conditions have been satisfied. A developer fee of \$4,000 will be disbursed to Habitat after closing on the sale of the Property to an income eligible buyer and the submission of all required reports and documentation determined necessary by the City.

V. MISCELLANEOUS PROVISIONS

A. This agreement contemplates one or more projects funded through the Nebraska Department of Economic Development Neighborhood Stabilization Program. Other developers may be used by the City and the number of projects in which HABITAT will participate is not guaranteed nor is HABITAT the exclusive developer under this program.

B. This agreement will automatically renew for projects financed by reuse funds from the original projects contemplated by this Agreement unless notice is received from either party to terminate the agreement. Notwithstanding such automatic renewal, nothing in this agreement shall obligate the City or the Developer to participate in future projects with each other or to prevent the City from engaging any other person or entity as a developer for future projects.

Effective this 15th day of December, 2009

Margaret Hornady, Mayor CITY OF GRAND ISLAND

Dana Jelinek, Executive Director GRAND ISLAND AREA HABITAT FOR HUMANITY, INC.

RESOLUTION 2009-318

WHEREAS, the City of Grand Island, Nebraska was awarded a \$993,000 Neighborhood Stabilization Program (NSP) grant from the Nebraska Department of Economic Development; and

WHEREAS, the grant will enable the city to purchase and demolish at least six (6) vacant, blighted structures and redevelop the lots into six (6) new homes,

WHEREAS, Habitat for Humanity and the Housing Development Corporation are nonprofit housing developers partnering on the grant and are eligible to redevelop at least three properties each,

WHEREAS, the City must enter into a Housing Developer Agreement with each organization to move forward with construction of new housing.

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

The City of Grand Island, Nebraska is hereby authorized to enter into Housing Developer Agreements with Habitat for Humanity and the Housing Development Corporation and the Mayor is hereby authorized and directed to execute such contracts.

_ _ _

Adopted by the City Council of the City of Grand Island, Nebraska, December 15, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ¤ _____ December 10, 2009 ¤ City Attorney



City of Grand Island

Tuesday, December 15, 2009 Council Session

Item G15

#2009-319 - Approving Nebraska Children and Families Foundation Contract for Coalition for Children Development Grant

Staff Contact: Joni Kuzma

Council Agenda Memo

| From: | Joni Kuzma, Community Development |
|---------------|--|
| Meeting: | December 15, 2009 |
| Subject: | Approve Demonstration Grant Contract with Nebraska Children & Families Foundation |
| Item #'s: | G-15 |
| Presenter(s): | Joni Kuzma, Community Development Administrator |

Background

The *Coalition for Children* was formed in September 2004 by a small group of human service professionals who shared a concern youth in Hall County. In 2007, the Nebraska Children and Families Foundation (NCFF) committed three years of funding for the Coalition for Children to build community collaboration to improve the local service system to children. The NCFF Board of Directors recently approved extending the Learning Collaborative grant to a total of five years and have awarded funds for the 2010 calendar year.

Grand Island was one of three Nebraska communities chosen to pilot this collaboration building project. Ogallala and Valentine are also Demonstration grant recipients. The City received grant awards in 2007, 2008, and 2009. This grant has allowed the community to form a Coalition that monitors community policies, decisions, and programs that impact children and families; hire an Administrative Assistant; create a year-long collaboration building curric ulum to train a Leadership Team; and given the Steering Committee an opportunity to meet with NCFF staff, state Health and Human Services staff, and others at the state level who work with or fund programs that affect children and families. This is the fourth year of funding of a five-year grant cycle.

Discussion

The Nebraska Children and Families Foundation (NCFF) has awarded \$19,867.05 to the City of Grand Island to support the activities of the Coalition for Children. The grant contract period is 1/1/2010 - 12/31/2010. The City will serve as fiscal agent. An award letter and contract have been received by the City and need to be signed by the Mayor to accept the grant award.

Alternatives

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

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

Recommendation

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

Sample Motion

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

LETTER OF AGREEMENT

Between the

NEBRASKA CHILDREN AND FAMILIES FOUNDATION

And

CITY OF GRAND ISLAND – COALITION FOR CHILDREN

This Agreement is entered into by and between the Nebraska Children and Families Foundation (hereinafter the "Foundation") and City of Grand Island – Coalition for Children (hereinafter the "Contractor"). The Foundation hereby awards a grant for the purpose of implementing family preservation and support services.

- 1. <u>Term of Agreement.</u> This Agreement shall be in effect from **January 1, 2010 December 31, 2010**, unless otherwise terminated as provided hereinbelow.
- 2. <u>Scope of Services by Contractor.</u> SERVICES TO BE PROVIDED: The original Proposal, submitted to the Foundation in 2006 becomes part of this agreement.
- 3. <u>Consideration</u>. Based on the approved budget, the Foundation agrees to pay the Contractor a maximum of \$19,867.05 in which payments will be made as follows:
 - \$4,966.76 on approximately January 1, 2010 and upon submission of requested banking information, 2010 Budget and 2010 Work Plan
 - **\$4,966.76** upon the Foundation's receipt of this fully executed original Letter of Agreement and completion of all twelve-month reporting for the 2009 grant
 - \$4,966.76 on approximately July 1, 2010
 - \$4,966.77 upon receipt and approval of a six-month progress report demonstrating satisfactory progress in meeting the goals and objectives outlined in the Proposal and a six-month Budget Expenditure Report with Detail

Our understanding is that these funds will be spent according to the approved budget. Any changes in this approved budget that exceed 15% of any line item, as well as any changes in key personnel, must be submitted in writing and approved in advance by the Foundation. Contractor is responsible for any and all costs associated with the production and delivery of reports and other administrative costs. No other charges may be submitted under the terms of this Agreement without prior approval and agreement of the Foundation.

4. <u>Required Reports.</u> The Contractor agrees to submit Progress and Budget Expenditure Reports to the Foundation according to the following schedule:

| Report Name | Due On or Before | Covering the Period of |
|--|------------------|----------------------------|
| Six-Month Progress Reports | July 31, 2010 | January 1 – June 30, 2010 |
| Six-Month Budget Expenditure Report | July 31, 2010 | January 1 – June 30, 2010 |
| Twelve Month Progress Reports | January 31, 2011 | July 1 – December 31, 2010 |
| Twelve Month Budget Expenditure Report | January 31, 2011 | July 1 – December 31, 2010 |

The Contractor agrees to consult with the Foundation in order to submit appropriate evaluation reports as part of the six-month and twelve-month reports. The Contractor will consult with

Barb Jackson, Evaluator, to identify whether results mapping tools will be utilized to answer local evaluation questions.

One (1) original copy of the Progress Report and Budget Expenditure Report should be submitted to Anna Seckman at the Foundation office at 215 Centennial Mall South, Suite 200; Lincoln, NE 68508. Local evaluation data, if applicable, will be submitted to Barb Jackson, Ph. D. at the University of Nebraska Medical Center; Munroe-Meyer Institute; 985450 Nebraska Medical Center; Omaha, NE 68198-5450.

- 5. <u>Foundation Obligations.</u> The Foundation shall provide technical assistance and consultation, upon request, and as agreed upon by the Foundation and the Contractor. The Foundation in connection with the grant will provide ongoing technical assistance and training.
- 6. <u>Grant Funds.</u> All grant funds must be used only for the purposes described in this Agreement and substantially in accordance with the approved budget. The grant funds may not be expended for any other purpose without the Foundation's prior written approval. Any funds not expended for the purposes of the grant during the grant term must be immediately returned to the Foundation. A request for a no cost time extension may be submitted to and must be approved by the Foundation prior to September 30, 2010.
- 7. <u>Grant Reporting.</u> If any report is not received in a timely manner, the Foundation may withhold further grant payments until the report is received, and may terminate the grant if the report is not received within thirty (30) days following the date on which it is due.
- 8. <u>Access to Records.</u> The Contractor agrees to maintain complete records regarding the expenditures of funds provided by the Foundation under this Agreement and to allow free access at reasonable times by duly authorized representatives of the Foundation to such records for the purposes of making audits, examinations, excerpts, transcripts, and verifications or program evaluations as the Foundation deems necessary concerning the grant. Such access to records by the Foundation shall continue beyond the termination date of this Agreement for a period of three (3) years.
- 9. <u>Foundation Acknowledgement.</u> The Foundation requires all funded programs under contract to acknowledge and recognize the Nebraska Children and Families Foundation as a funding source. The Foundation requires and authorizes programs to use the Nebraska Children and Families Foundation logo on all printed materials including, but not limited to, letterhead, brochures, newsletters, etc. In addition, the Nebraska Children and Families Foundation must be acknowledged as a funding source in press releases, newspaper articles and in other applicable media sources. The Foundation will provide their logo in camera-ready format for immediate use on printed material. Failure to comply with this policy may hinder future funding by the Foundation. Proof of compliance may be required at any time.
- 10. <u>Incorporation.</u> All references in this Agreement to laws, rules, regulations, guidelines, and directives to be followed by either party in performing the obligations of this Agreement shall be deemed incorporated by reference, and made a part of this Agreement as though fully set forth. It shall also be stated that the Contractor qualifies as a charitable organization under Section 501 (c) 3 of the Internal Revenue Code or as a nonprofit organization whose mission and work is of a charitable nature or as a government sub-division.
- 11. <u>Confidentiality.</u> The Contractor agrees that any and all information obtained from the Foundation or from other parties in regard to a parent or youth shall be held in the strictest confidence and shall be released to no one other than the Foundation, without the prior written authorization of the Foundation or by written court order or valid statutory authorization,

provided, that contrary contract provisions set forth hereinabove shall be deemed to authorize specific exceptions to this general confidentiality provision. Any requests for information, regarding the parent or youth or the youth's family, submitted to the Contractor shall be referred or forwarded to the Foundation.

- 12. <u>Non-Discrimination</u>. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; the Americans With Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Contractor. The Contractor further agrees to insert similar provision in all sub-contracts for services allowed under this Agreement under any program or activity.
- 13. <u>Assignability.</u> The Contractor agrees not to assign or transfer any interest, rights, or duties in this contract to any person, firm, or corporation without prior written consent of the Foundation.
- 14. <u>Sub-Contractors.</u> The Contractor agrees that no sub-contractors shall be utilized in the performance of this Agreement without the prior written authorization of the Foundation.
- 15. <u>Amendment.</u> This Agreement may be amended at any time in writing upon the agreement of both parties.
- 16. <u>Cancellation</u>. Either party hereto may cancel this Agreement for any reason upon thirty (30) days written notice to the other party. If it is determined that the Contractor's practices are harmful to the youth/family, abusive and/or contrary to Foundation philosophy, the Agreement can be canceled immediately upon written notice. In the event of termination for cause, the Foundation may seek to recapture all or a portion of funds expended, in conformance with the legal rights and liabilities of the parties. Payment for services provided to the date of the termination will be based on the rates specified in Paragraph 3.
- 17. <u>Breach of Contract.</u> Should the Contractor be determined to be in breach of this Agreement, the Foundation, at its discretion, may upon written notice to the Contractor terminate the Agreement immediate or specify a process with necessary actions and time frames for the Contractor to be in compliance with the Agreement. The Foundation shall pay the Contractor only for such care or service as has been properly provided. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.
- 18. <u>Unavailability of Funding.</u> Due to possible future reductions in State and/or Federal appropriations, the Foundation cannot guarantee the continued availability of funding for this Agreement notwithstanding the consideration stated above. In the event funds to finance this Agreement become unavailable either in full or in part due to such reductions in appropriations, the Foundation may terminate the Agreement or reduce the consideration upon notice in writing to the Contractor. Said notice shall be delivered by certified mail return receipt requested or in person with proof of delivery. The Foundation shall be the final authority as to the availability of funds. The effective date of such Agreement termination or reduction in consideration shall be specified in the notice as the date of service of said notice

or the actual effective date of the state and/or federal funding reduction, whichever is later. Provided that reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in consideration, the Contractor may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to the Foundation.

- 19. <u>Copyright.</u> The Contractor may copyright any of the copyrightable material produced in conjunction with the performance required under this Agreement. The Foundation and the United States Department of Health and Human Services hereby reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for State or Federal Government purposes.
- 20. Independent Contractor. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship, and the Contractor, and any employee or other person acting on behalf of the Contractor in performance of this Agreement, shall be deemed to be an independent Contractor(s) during the entire term of the Agreement or any renewal or amendments thereof. Contractor shall not receive any additional compensation in the form of wages or benefits for services rendered pursuant to and which are not specifically set forth in this Agreement.
- 21. <u>Hold Harmless.</u> The Contractor agrees to hold the Foundation, its employees, agents, assigns and legal representatives harmless for all loss or damage sustained by any person as a result of the negligent or willful acts by the Contractor, its officers, employees, or agents in the performance of this Agreement, including all associated costs of defending such claims. All Claims on behalf of any person arising out of employment or alleged employment, including without limit claims of discrimination against the Contractor, its officers, its agents, shall in no way be the responsibility of the Nebraska Children and Families Foundation. The Contractor will hold Nebraska Children and Families Foundation harmless from any and all such claims, including all associated costs of defending such claims.
- 22. <u>Workers Compensation.</u> The Contractor agrees to maintain for the term of this agreement, workers compensation coverage as required by the State in which the Contractor maintains the home office. The Contractor must provide to the Foundation within thirty (30) days of execution of this agreement a certificate of insurance for the above insurance. Notice of cancellation of these insurance policies must be submitted to the Foundation when issued and a new coverage binder shall be submitted immediately to insure no break in coverage. If the Contractor subcontracts for certain aspects of the work involved in this Agreement, it shall ensure that the subcontractor has obtained workers compensation insurance and have proof of such insurance on file.
- 23. <u>Overpayments.</u> Should the Foundation overpay the Contractor for services rendered or make payments in error for services that were not provided, the Contractor will notify the Foundation within the next regular billing cycle. The Contractor understands that any and all overpayments remain the property of the Foundation and that the Foundation retains the right to recover any and all amounts overpaid. The Foundation reserves the right to offset overpaid amounts by withholding or reducing future payments.
- 24. <u>Drug Free Workplace</u>. The Contractor assures the Foundation that they have and maintain a Drug-Free Workplace Policy and that it will provide the Foundation with a copy of the policy upon request by the Foundation.
- 25. <u>Lobbying.</u> (1) If the Contractor receives federal funds through the Foundation, for full or partial payment under this Agreement, then no Federal appropriated funds will be paid, by or on

behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Agreement or (a) the awarding of any Federal contract; (b) the making of any federal grant: (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Contractor shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Executed by the parties or their duly authorized representatives on the dates indicated below.

FOR THE FOUNDATION:

Mary Jo Pankoke, President

Nebraska Children and Families Foundation

FOR THE CONTRACTOR:

Margaret Hornady, Mayor City of Grand Island Date

RESOLUTION 2009-319

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

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

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

WHEREAS, Grand Island was one of three Nebraska communities chosen to pilot this collaboration building project and received grant awards in 2007, 2008 and 2009;

WHEREAS, the NCFF Board of Directors approved extending the funding for Learning Collaborative grantees to a total of five years; and

WHEREAS, the Nebraska Children and Families Foundation (NCFF) has awarded \$19,867.05 to the City of Grand Island to support 2010 activities of the Coalition for Children and this is the fourth year of funding in a five year grant cycle; and

WHEREAS, the City of Grand Island will serve as fiscal agent for the grant period which runs January 1, 2010 through December 31, 2010; and

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

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

Adopted by the City Council of the City of Grand Island, Nebraska, December 15, 2009.

Margaret Hornady, Mayor

Attest:

| Approved as to Form | ¤ | |
|---------------------|---|---------------|
| December 10, 2009 | ¤ | City Attorney |

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 15, 2009 Council Session

Item G16

#2009-320 - Approving Bid Award for Section C - Paving Improvements for Veterans Athletic Field Complex

Staff Contact: Steve Paustian

Council Agenda Memo

| From: | Steve Paustian, Parks and Recreation Director |
|---------------|--|
| Meeting: | December 15, 2009 |
| Subject: | Approving Bid Award for Section "C" Paving Improvements for Veterans Athletic Field Complex |
| Item #'s: | G-16 |
| Presenter(s): | Steve Paustian, Parks and Recreation Director |

Background

On November 6, 2009 the Parks and Recreation Department, advertised for bids for paving improvements at the Veterans Athletic Complex. Seven firms provided bids for this work. The bid was broken down into parts A, A and B and A-B-and C for Portland Cement Concrete. Sections A and B were previously awarded to Diamond Engineering.

Discussion

After conversations with the Legal Department it was determined that Section "C" needs to be awarded at this time. A paragraph within this agreement allows for the City to cancel this contract if it is determined it is in the best interest of the City to do so, with no penalty to the City. The additional paving work will provide additional parking for participants and fans to use. Fund number 40044450 90122 Soccer/Bball Fields-Vets Home has funds budgeted for this purpose.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the award of a contract to Diamond Engineering in the amount of \$57,226.75.

Sample Motion

Move to award contract to Diamond Engineering for the paving improvements at the Veterans Athletic Field Complex.

Purchasing Division of Legal Department INTEROFFICE MEMORANDUM



Wes Nespor, Purchasing Agent

Working Together for a Better Tomorrow, Today

BID OPENING

| BID OPENING DATE: | November 18, 2009 at 11:00 a.m. |
|--------------------------|---|
| FOR: | Paving Improvements for New Veterans Athletic Field Complex |
| DEPARTMENT: | Park & Recreation |
| ESTIMATE: | \$605,000.00 |
| FUND/ACCOUNT: | 40044450-90122 |
| PUBLICATION DATE: | November 6, 2009 |
| NO. POTENTIAL BIDDERS: | 21 |

SUMMARY

| Bidder: | <u>The Diamond Engineering Co.</u> Grand Island, NE | <u>Gary Smith Const. Co., Inc.</u> Grand Island, NE |
|-------------------------|--|--|
| Bid Security: | Universal Surety Company | Inland Insurance Company |
| Exceptions: | None | None |
| Bid Price: | | Alternate Bid Price: |
| Section A – Paving: | \$306,067.20 | \$289,053.50 |
| Section B – Paving: | \$ 58,597.60 | \$ 52,285.00 |
| Section C – Paving: | \$ 57,226.75 | \$ 52,941.00 |
| Total Cost by Sections: | | |
| Section A: | \$306,067.20 | \$289,053.50 |
| Section A + B: | \$364,664.80 | \$341,338.50 |
| Section A + B + C: | \$421,891.55 | \$394,279.50 |

| Bidder: | Stephens & Smith Construction Co. J.I.L. Asphalt Paving Co. | |
|--|--|--|
| | Lincoln, NE | Grand Island, NE |
| Bid Security: | Granite RE, Inc. | Inland Insurance Company |
| Exceptions: | None | None |
| | | |
| Bid Price: | | Alternate Bid Price: |
| Section A – Paving: | \$411,461.00 | \$315,519.35 |
| Section B – Paving: | \$ 80,805.00 | \$ 58,058.05 |
| Section C – Paving: | \$ 79,446.00 | \$ 57,843.20 |
| Total Cost by Sectio | ns: | |
| Section A: | \$411,461.00 | \$315,519.35 |
| Section A + B: | \$492,266.00 | \$373,577.40 |
| Section A + B + C: | \$571,712.00 | \$431,420.60 |
| | | |
| | | |
| Bidder: | <u>Platte Valley Precast, Inc.</u> | Chief Construction Co. |
| Bidder: | <u>Platte Valley Precast, Inc.</u> Columbus, NE | <u>Chief Construction Co.</u> Grand Island, NE |
| Bidder: Bid Security: | | |
| | Columbus, NE | Grand Island, NE |
| Bid Security: | Columbus, NE Old Republic Surety Company | Grand Island, NE Fidelity & Deposit Company |
| Bid Security: Exceptions: | Columbus, NE Old Republic Surety Company | Grand Island, NE Fidelity & Deposit Company |
| Bid Security: Exceptions: Bid Price: | Columbus, NE Old Republic Surety Company None | Grand Island, NE Fidelity & Deposit Company None |
| Bid Security: Exceptions: Bid Price: Section A – Paving: | Columbus, NE Old Republic Surety Company None \$377,071.00 | Grand Island, NE Fidelity & Deposit Company None \$342,005.80 |
| Bid Security: Exceptions: Bid Price: Section A – Paving: Section B – Paving: | Columbus, NE Old Republic Surety Company None \$377,071.00 \$ 65,102.00 \$ 63,766.00 | Grand Island, NE Fidelity & Deposit Company None \$342,005.80 \$ 62,560.80 |
| Bid Security: Exceptions: Bid Price: Section A – Paving: Section B – Paving: Section C – Paving: | Columbus, NE Old Republic Surety Company None \$377,071.00 \$ 65,102.00 \$ 63,766.00 | Grand Island, NE Fidelity & Deposit Company None \$342,005.80 \$ 62,560.80 |
| Bid Security: Exceptions: Bid Price: Section A – Paving: Section B – Paving: Section C – Paving: Total Cost by Sectio | Columbus, NE Old Republic Surety Company None \$377,071.00 \$ 65,102.00 \$ 63,766.00 ns: | Grand Island, NE Fidelity & Deposit Company None \$342,005.80 \$ 62,560.80 \$ 61,199.75 |
| Bid Security: Exceptions: Bid Price: Section A – Paving: Section B – Paving: Section C – Paving: Total Cost by Section Section A: | Columbus, NE Old Republic Surety Company None \$377,071.00 \$ 65,102.00 \$ 63,766.00 ns: \$377,017.00 | Grand Island, NE Fidelity & Deposit Company None \$342,005.80 \$ 62,560.80 \$ 61,199.75 \$342,005.80 |
| Bid Security: Exceptions: Bid Price: Section A – Paving: Section B – Paving: Section C – Paving: Total Cost by Section Section A: Section A + B: | Columbus, NE Old Republic Surety Company None \$377,071.00 \$ 65,102.00 \$ 63,766.00 ns: \$377,017.00 \$442,173.00 | Grand Island, NE Fidelity & Deposit Company None \$342,005.80 \$ 62,560.80 \$ 61,199.75 \$342,005.80 \$404,566.60 |

| cc: | Steve Paustian, Parks & Recreation Director | Patti Buetter, Parks Secretary |
|-----|---|--------------------------------|
| | Dale Shotkoski, City Attorney | Wes Nespor, Purchasing Agent |
| | Jeff Pederson, City Administrator | |

P1381

| THIS AGREEMENT made and entered into this | day of | , by and between |
|--|------------------------|-----------------------------------|
| Diamond Engineering | hereinafter called the | Contractor, and the City of Grand |
| Island, Nebraska, hereinafter called the City. | | |

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for **PAVING IMPROVEMENTS VETERANS ATHLETIC FIELD COMPLEX**; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract;

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

<u>ARTICLE I.</u> That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

<u>ARTICLE II.</u> That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of <u>Fifty seven thousand two hundred twenty six and 75/100</u> Dollars \$57,226.75 for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

<u>ARTICLE III.</u> The contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the **PAVING IMPROVEMENTS VETERANS ATHLETIC FIELD COMPLEX SECTION**

<u>ARTICLE IV.</u> That the contractor shall start work as soon as possible after a written notice to proceed has been delivered by the Director of Parks and Recreation and the required bonds and insurance are approved. The Contractor shall complete the work by June 1, 2010. It is understood and agreed that time is the essence of the contract. The City retains the right to cancel this contract at any time for the sole convenience of the City without penalty. A decision to proceed or cancel will be made by the City before contractor demobilizes from the site under the separate contract for paving improvements to the Veterans Athletic Field Complex sections A and B. Contractor will communicate with the Director prior to demobilizing.

CONTRACT AGREEMENT (Continued)

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local. State and Federal rules and regulations. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the state of Nebraska.

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

ARTICLE VII. Bidder will be responsible for completing project in accordance with AT & T Reimbursement Aareement.

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

Contractor [HE])IAMOND ENGINEERING LO. By <u>James Harder</u> Date <u>December 4th 2009</u> Title <u>Resident</u>

CITY OF GRAND ISLAND, NEBRASKA,

Mayor

Ву _____

Date

Attest:

City Clerk

The contract, insurance requirements and bonds are in due form according to law and are hereby approved.

Attorney for the City

Date _____

RESOLUTION 2009-320

WHEREAS, the City of Grand Island invited sealed bids for Paving Improvements at the new Veterans Athletic Field Complex, according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on November 18, 2009, bids were received, opened and reviewed; and

WHEREAS, Diamond Engineering from Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$57,226.75 for section C.

WHEREAS, the City retains the right to cancel this contract at anytime for the sole convenience of the City without penalty.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Diamond Engineering from Grand Island, Nebraska in the amount of \$57,226.75 for Paving Improvements at the new Veterans Athletic Field Complex is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 15, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ¤ _____ December 10, 2009 ¤ City Attorney



City of Grand Island

Tuesday, December 15, 2009 Council Session

Item G17

#2009-321 - Approving Certificate of Final Completion for Engineering Services for Phase 1 Design of Veterans Athletic Field Complex

Staff Contact: Steve Paustian

Council Agenda Memo

| From: | Steve Paustian, Parks and Recreation Director |
|---------------|---|
| Meeting: | December 15, 2009 |
| Subject: | Certificate of Final Completion-Engineering Services for Phase 1 Design of the Veterans Athletic Field Complex |
| Item #'s: | G-17 |
| Presenter(s): | Steve Paustian, Parks and Recreation Director |

Background

A contract was entered into with Olsson Associates on August 5, 2009 to design the Veterans Athletic Field Complex.

Discussion

All work associated with this contract has been completed and it is appropriate at this time to close out the contract.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the certificate of final completion and make final payment to Olsson Associates in the amount of \$1,795.99.

Sample Motion

Move to close out the contract with Olsson Associates and make final payment in the amount of \$1,795.99 to Olsson Associates for the engineering design of the Veterans Athletic Field Complex.

CERTIFICATE OF FINAL COMPLETION AND ACCEPTANCE

ENGINEERING SERVICES FOR PHASE 1 DESIGN OF VETERANS ATHLETIC FIELD COMPLEX

CITY OF GRAND ISLAND, NEBRASKA DECEMBER 15, 2009

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

This is to certify that the Engineering Services for Phase 1 Design of Veterans Athletic Field Complex has been fully completed by **Olsson Associates** of Grand Island, NE under contract dated **August 5, 2009.** All other work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans, and the specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by the Parks and Recreation Director in accordance with the provisions of the terms of the above said contract.

Respectfully submitted, 7

Steve Paustian Parks & Recreation Director

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

I hereby recommend that the Certificate of Final Completion and Acceptance be approved and warrants issued from Account No. 40044450-90122 to **Olsson Associates** in the final payment amount of **\$1,795.99**.

Respectfully submitted,

Margaret Hornady Mayor

RESOLUTION 2009-321

WHEREAS, the Parks and Recreation Director of the City of Grand Island has issued his Certificate of Final Completion for the Engineering Services for Phase 1 Design of the new Veterans Athletic Field Complex, certifying that Olsson Associates of Grand Island, Nebraska, under contract dated August 5, 2009, has completed such project according to the terms, conditions, and stipulations for such improvements; and

WHEREAS, the Parks and Recreation Director recommends the acceptance of the final completion; and

WHEREAS, the Mayor concurs in the Parks and Recreation Director's recommendation.

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

- 1. The Parks and Recreation Director's Certificate of Final Completion for Engineering Services for Phase 1 Design of the new Veterans Athletic Field Complex is hereby confirmed.
- 2. That a warrant be issued from Account No. 40044450-90122 in the total amount of \$1,795.99 payable to Olsson Associates for the final amount due the contractor.

Adopted by the City Council of the City of Grand Island, Nebraska, December 15, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ¤ _____ December 10, 2009 ¤ City Attorney



City of Grand Island

Tuesday, December 15, 2009 Council Session

Item G18

#2009-322 - Approving Reimbursement Agreement with AT & T for Lowering Fiber Optics Cable at the Veterans Athletic Field Complex

Staff Contact: Steve Paustian

Council Agenda Memo

| From: | Steve Paustian, Parks and Recreation Director |
|---------------|--|
| Meeting: | December 15, 2009 |
| Subject: | Approving Reimbursement Agreement with AT&T for Lowering Fiber Optics Cable at the Veterans Athletic Field Complex |
| Item #'s: | G-18 |
| Presenter(s): | Steve Paustian, Parks and Recreation Director |

Background

During the design process of the Veterans Athletic Field Complex it was discovered that an AT&T fiber optics cable was in conflict with the drainage system designed for the Veterans Athletic Field Complex.

Discussion

Because of this conflict it will be necessary for AT&T to lower their cable along the east end of the Complex. AT&T has determined it will cost an estimated \$28,255.00 to lower the cable. Design changes were considered however the best design will require this lowering and it has been determined that we should proceed with the lowering of the cable. Fund number 40044450 90122 Soccer/Bball Fields-Vets Home has funds budgeted for this purpose.

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 Reimbursement Agreement with AT&T for an estimated amount of \$28,255.00.

Sample Motion

Move to enter into a Reimbursement Agreement with AT&T to lower their fiber optics cable at the Veterans Athletic Field Complex.

REIMBURSEMENT AGREEMENT

This AGREEMENT made this _____ day of ______, 2009, by and between AT&T Corp., on behalf of itself and its affiliated companies, which has a place of business at 3001 Cobb Parkway, Atlanta, GA 30339 ("AT&T") and City of Grand Island, which has a place of business at 100 East 1st Street, Grand Island, NE 68802 ("Developer").

WITNESSETH:

WHEREAS, AT&T is a grantee of an easement that is recorded as Document 88-101382, County of Hall, State of Nebraska (the "Easement"); and

WHEREAS, the Easement and any AT&T buried cable and associated facilities that have been placed within the Easement will be adversely impacted by Developer's proposed construction within the easement strip; and

WHEREAS, Developer will reimburse AT&T for AT&T's cost of protecting, relocating and/or lowering a section of the AT&T Grand Island-Prospect Valley Cable between AT&T Marker 5 and 6 (the "Cable");

NOW THEREFORE, the parties agree as follows:

1. AT&T will provide engineering, plant protection, labor, materials, and supervision necessary to protect, relocate and/or lower the Cable, as deemed necessary in AT&T's sole judgment (the "Work"). The Work is more particularly described in attached Exhibit A. The starting date will be set by the parties so that the Work can be completed as expeditiously as practicable.

2. Developer shall pay AT&T the actual cost of the Work, which is estimated to be Twenty-eight Thousand Two Hundred Fifty-five Dollars (\$28,255.00), as shown on attached Exhibit B. The estimated cost shall be paid by Developer upon execution of this Agreement. Developer acknowledges that the estimated cost does not include rock removal costs and that if rock removal is required, the actual cost may greatly exceed the estimated cost. Upon completion of the Work, AT&T will send a final invoice to Developer for the actual cost of the Work. If the actual cost is greater than the estimated amount, Developer will pay to AT&T the difference within thirty (30) days from the invoice date. If the actual cost is less than the estimated amount, AT&T shall reimburse Developer the difference within sixty (60) days from the invoice date. Exhibits A and B are valid for up to sixty (60) days from the date of receipt of this agreement.

3. Developer agrees to exercise all due caution while working near the Cable, in order to prevent damage to the Cable. Developer agrees:

(a) to notify AT&T by telephone at 1-800 252-1133 at least forty-eight (48) hours prior to performing any construction, demolition or repairs at the Cable location;

(b) not to use at the Cable location any tool, equipment, or the machinery capable of being operated within ten (10) feet of the Cable;

(c) to perform construction, demolition, repair, modifications, additions and any other activities in compliance with all applicable laws and regulations and in a manner that does not interfere with the operations of AT&T; and

(d) not to work at the Cable location without AT&T's prior authorization and AT&T's On-Site Work Force personnel being present during the work.

These restrictions shall remain in effect until the "work" contemplated in this agreement has been completed and the Developer has finished installing all drainage, water, sewer, paving, and other infrastructure within the easement. Upon final inspection and payment of all sums due, the Developer shall be entitled to written acknowledgment from AT&T that the project is completed. Thereafter, Developer will contact AT&T prior to any future subsurface work within the easement consistent with Nebraska law.

4. Developer (the "Indemnifying Party") shall indemnify, defend and hold harmless AT&T (the "Indemnified Party") from and against any and all claims, demands, actions, losses, damages, assessments, charges, judgments, liabilities, costs and expenses (including reasonable attorneys' fees and disbursements) that may from time to time be asserted by third parties against the Indemnified Party because of any personal injury, including death, to any person or loss of, physical damage to or loss of use of real or tangible personal property, to the extent caused by the negligence or misconduct of the Indemnifying Party, its agents, employees or contractors. For purposes of indemnifications set forth in this Agreement, "Indemnified Party" means AT&T, its affiliates, subsidiaries, parent, successors and assigns and its and their employees, directors, officers, agents, contractors and subcontractors. The Indemnified Party:

4.1 shall notify the Indemnifying Party in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent the Indemnifying Party is prejudiced thereby;

4.2 shall have the right to participate in such defense or settlement with its own counsel and at its own expense, but the Indemnifying Party shall have control of this defense or settlement; and

4.3 shall reasonably cooperate with the defense.

5. AT&T makes no warranties, express or implied, including any implied warranties as to merchantability or fitness for a particular purpose.

6. Notwithstanding any provision of this agreement to the contrary, except as provided in Section 4, in no event shall either party be liable to the other party for any special, incidential, indirect, punitive, reliance or consequential damages, whether foreseeable or not, including, but not limited to, loss of profits or revenue, cost of capital, cost of replacement services, or claims of customers or of other third parties, occasioned by any cause whatsoever, including, without limitation, breach of contract, breach of warranty, negligence or strict liability.

7. Insurance

- a. With respect to Developer's performance under this Agreement, and in addition to Developer's obligation to indemnify, Developer **if** they are performing any work hereunder or their contractors, at Developer's sole cost and expense shall:
 - i. maintain the insurance coverages and limits required by this Section and any additional insurance and/or bonds required by law:
 - 1. at all times during the term of this Agreement and until completion of all Work associated with this Agreement, whichever is later; and
 - 2. with respect to any coverage maintained in a "claimsmade" policy, for two (2) years following the term of this Agreement or completion of all Work associated with this Agreement, whichever is later. If a "claims-made" policy is maintained, the retroactive date must precede the commencement of Work under this Agreement;
 - ii. require each subcontractor who may perform Work under this Agreement or enter upon the Work site to maintain coverages, requirements, and limits at least as broad as those listed in this Section from the time when the subcontractor begins Work, throughout the term of the subcontractor's Work and, with respect to any coverage maintained on a "claims-made" policy, for two (2) years thereafter;
 - iii. procure the required insurance from an insurance company eligible to do business in the state or states where Work will be performed and having and maintaining a Financial Strength Rating of "A-" or better and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers' Compensation insurance, Developer may procure insurance from the state fund of the state where Work is to be performed; and
 - iv. deliver to AT&T certificates of insurance stating the types of insurance and policy limits. Developer shall provide or will endeavor to have the issuing insurance company provide at least 30 days advance written notice of cancellation, non-renewal, or reduction in coverage, terms, or limits to AT&T. Developer shall deliver such certificates:
 - 1. prior to execution of this Agreement and prior to commencement of any Work;

- 2. prior to expiration of any insurance policy required in this Section; and
- 3. for any coverage maintained on a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all Work associated with this Agreement, whichever is later.
- b. The Parties agree:
 - i. the failure of AT&T to demand such certificate of insurance or failure of AT&T to identify a deficiency will not be construed as a waiver of Developer's obligation to maintain the insurance required under this Agreement;
 - ii. that the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Developer, nor be deemed as a limitation on Developer's liability to AT&T in this Agreement;
 - iii. Developer may meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance; and
 - iv. Developer is responsible for any deductible or self-insured retention.
- c. The insurance coverage required by this Section includes:
 - i. Workers' Compensation insurance with benefits afforded under the laws of any state in which the Work is to be performed and Employers Liability insurance with limits of at least:
 - \$500,000 for Bodily Injury each accident
 - \$500,000 for Bodily Injury by disease policy limits
 - \$500,000 for Bodily Injury by disease each employee

To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of AT&T, its Affiliates, and their directors, officers and employees.

In states where Workers' Compensation insurance is a monopolistic state-run system, Developer shall add Stop Gap Employers Liability with limits not less than \$500,000 each accident or disease.

ii. Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 12 04 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:

\$2,000,000 General Aggregate limit

\$1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence

\$1,000,000 each occurrence limit for Personal Injury and Advertising Injury

\$2,000,000 Products/Completed Operations Aggregate limit

\$1,000,000 each occurrence limit for Products/Completed Operations The Commercial General Liability insurance policy must:

- include AT&T, its Affiliates, and their directors, officers, and employees as Additional Insureds. Developer shall provide a copy of the Additional Insured endorsement to AT&T. The Additional Insured endorsement may either be specific to AT&T or may be "blanket" or "automatic" addressing any person or entity as required by contract. A copy of the Additional Insured endorsement must be provided within 60 days of execution of this Agreement and within 60 days of each Commercial General Liability policy renewal;
- 2. include a waiver of subrogation in favor of AT&T, its Affiliates, and their directors, officers and employees; and
- 3. be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T.
- ii. Business Automobile Liability insurance with limits of at least \$1,000,000 each accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles.

8. Developer shall keep the Cable and other property of AT&T free from all mechanic's, artisan's, materialman's, architect's, or similar services' liens which arise in any way from or as a result of its activities and cause any such liens which may arise to be discharged or released.

9. Except for payment of the cost of the Work, neither party shall have any liability for its delays or its failure in performance due to: fire, explosion, pest damage, power failures, strikes or labor disputes, acts of God, the Elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, or other causes beyond its control, whether or not similar to the foregoing.

10. A party shall be in default if it fails to perform or observe any material term or condition of this Agreement and the failure continues unremedied for thirty (30) days after receipt of written notice (fourteen (14) days in the case of Developer's failure to pay AT&T the estimated and/or actual cost of the Work); provided, however, that when such default (excluding Developer's non-payment) cannot reasonably be cured within such thirty (30) day period, this period will be extended if that party promptly commences to cure the same and prosecutes such curing with due diligence. Upon the default by a party, the other party may terminate this Agreement and pursue any legal remedies it may have under applicable law or principles of equity.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns. Developer shall not assign, transfer, or dispose of this Agreement or any of its rights or obligations hereunder without prior written consent of AT&T; provided, however, that Developer may assign or transfer this Agreement to a controlling or controlled affiliate or to a successor in the event of reorganization, including a merger or sale of substantially all of its assets, without the
consent of AT&T. An assignment, transfer or disposition of this Agreement by Developer shall not relieve Developer of any of its obligations under this Agreement. AT&T shall have the right to assign this Agreement and to assign its rights and delegate its obligations and liabilities under this Agreement, either in whole or in party, to any party. An assignment, transfer or disposition of this Agreement by AT&T shall not relieve AT&T of any of its obligations under this Agreement. Neither this Agreement, nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any person or entity not a signatory hereto.

12. Any demand, notice or other communication to be given to a party in connection with this Agreement shall be given in writing and shall be given by personal delivery, by registered or certified mail, return receipt requested, or by commercial overnight delivery service addressed to the recipient as set forth below or to such other address or individual, as may be designated by notice given by the party to the other:

AT&T:

AT&T CORP. 3001 Cobb Parkway Atlanta, GA 30339 Room 162 Attention: Right of Way Dept.

With a copy to:

AT&T Services, Inc. One AT&T Way Room 3A118A Bedminster, NJ 07921 Attention: Legal Department - Network Services

Developer: City of Grand Island 100 East 1st Street Grand Island, NE Attention: Director Parks & Recreation

Any demand, notice or other communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and if given by registered or certified mail, return receipt requested or by commercial overnight delivery service on the date of receipt thereof.

13. The failure of either party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, and said provision shall nevertheless be and remain in full force and effect.

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14. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Nebraska without reference to its choice of law principles.

15. Each party represents and warrants that:

- (a) It has full right and authority to enter into, execute, deliver and perform its obligations under this Agreement;
- (b) It has taken all requisite corporate action to approve the execution, delivery and performance of this Agreement;
- (c) This Agreement constitutes a legal, valid and binding obligation enforceable against such party in accordance with its terms, subject to bankruptcy, insolvency, creditors' rights and general equitable principles; and
- (d) Its execution of and performance under this Agreement shall not violate any applicable existing regulations, rules, statutes, or court orders of any local, state or federal government agency, court or body.

16. This Agreement constitutes the entire and final agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior oral and written communications, understandings and agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits referred to herein are an integral part hereof and are hereby made a part of this Agreement. This Agreement may only be modified or supplemented by an instrument in writing executed by a duly authorized representative of each party.

17. Each action or claim against any party arising under or relating to this Agreement shall be made only against such party as a corporate, and any liability relating thereto shall be enforceable only against the corporate assets of such party. No party shall seek to pierce the corporate veil or otherwise seek to impose any liability relating to, or arising from, this Agreement against any shareholder, employee, officer or director of the other party. Each of such persons is an intended beneficiary of the mutual promises set forth in this Section 17 and shall be entitled to enforce the obligations of this Section 17.

18. The relationship between the parties shall not be that of partners, agents or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited to federal income tax purposes. The parties, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

19. This Agreement and each of the parties' respective rights and obligations under this Agreement shall be binding upon and shall inure to benefit of the parties and each of their respective permitted successors and assigns.

20. No provision of this Agreement shall be interpreted to require any unlawful action by either party. If any section or clause of this Agreement is held to be invalid or unenforceable, then the meaning of that section or clause shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save the section or clause, it shall be severed from this Agreement with respect to the matter in question, and the remainder of the Agreement shall remain in full force and effect. However, in the event such a section or clause is an essential element of the Agreement, the parties shall promptly negotiate a replacement that will achieve the intent of such unenforceable section or clause to the extent permitted by law.

21. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the date first above set forth.

CITY OF GRAND ISLAND

AT&T CORP.

| Ву: | |
|---------|---|
| Name: | |
| Title: | |
| Tax ID: | |
| | 1 |

By:_____

Name:_____

Title:

EXHIBIT A

THE WORK

The Work will consist of lowering 6 - 2 inch conduits with fiber cable and a direct buried fiber optic cable located in two separate trenches for approximately 300 ft. on the existing ROW including, potholing and exposing conduits and cables to verify locations, expose conduit and cables and lower to a depth of approximately 6 to 8 ft from the surface of the land in 3 separate locations, place the direct buried fiber in a 2 inch split pipe, add one spare 2 inch duct and restore disturbed area to "as good as" condition per AT&T specifications.

EXHIBIT B

ESTIMATED COST

| Construction & Materials | \$18,820.00 |
|--|--------------------|
| Detailed Engineering (Consultant) Inspection/Engineering Drawings | \$ 4,885.00 |
| AT&T Engineering/Plant Protection | <u>\$ 4,550.00</u> |
| TOTAL DUE | \$28,255.00 |

•

RESOLUTION 2009-322

WHEREAS, the City of Grand Island is in the process of developing a new athletic field complex; and

WHEREAS, such project will require the lowering of a fiber optics cable by AT & T for the construction of the athletic field complex; and

WHEREAS, the City of Grand Island has received an Reimbursement Agreement from AT & T to lower the fiber optics cable; and

WHEREAS, AT & T submitted a Reimbursement Agreement for the lowering of the fiber optics cable in the estimated amount of \$28,255.00; and

WHEREAS, an Agreement with AT & T to perform work for such project has been reviewed and approved by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Reimbursement Agreement with AT & T for lowering a fiber optics cable at the athletic field complex is hereby approved at an estimated cost of \$28,255.00.

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

Adopted by the City Council of the City of Grand Island, Nebraska, December 15, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ¤ _____ December 10, 2009 ¤ City Attorney



City of Grand Island

Tuesday, December 15, 2009 Council Session

Item G19

#2009-323 - Approving Change Order Number 1 for Street Improvement Project No. 2009-P-3; First Street from Clark Street to Eddy Street

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

| From: | Steven P. Riehle, Public Works Director |
|---------------|--|
| Meeting: | December 15, 2009 |
| Subject: | Approving Change Order Number 1 for Street Improvement Project No. 2009-P-3; First Street from Clark Street to Eddy Street |
| Item #'s: | G-19 |
| Presenter(s): | Steven P. Riehle, Public Works Director |

Background

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$95,206.60 contract on October 13, 2009 for the above project. The project provides for concrete pavement replacement on First Street from Clark Street to Eddy Street (eastbound US Highway 30). The concrete base underneath the asphalt surfacing on this section of roadway was failing.

Discussion

The soil underneath the concrete base was unsuitable and removal was necessary to allow for replacement of the foundation with suitable material. The lump sum cost for the removal of the unsuitable base material and replacement of approximately 825 cubic yards of suitable material is \$5,500.00. The price per cubic yard is deemed fair and reasonable when compared to the Nebraska Department of Road's average unit bid prices.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Change Order Number 1 for Street Improvement Project No. 2009-P-3; First Street from Clark Street to Eddy Street.

Sample Motion

Move to approve Change Order Number 1.

| City of Grand Island 100 East 1st Street | | CHANGE ORDER NUMBER 1 | | | | |
|---|-------------------|-------------------------------------|------------|--|--|--|
| Grand Island, Nebraska 68801 | | Date of Issuance: December 15, 2009 | | | | |
| PROJECT : Street Improvement Project No. 2 | 2009-P-3; First 3 | Street from Clark Street to Eddy St | reet | | | |
| CONTRACTOR: The Diamond Engineering Co | ompany | | | | | |
| CONTRACT DATE: October 13, 2009 | | | | | | |
| To remove the unsuitable base material and rep | place with suitat | ble material. | | | | |
| Removal and Replace Unsuitable Materi | al 1.00 each | lump sum \$ | 5,500.00 | | | |
| The changes result in the following adjustment t | to the Contract | Amount: | | | | |
| Contract Price Prior to This Change Order | | \$ | 95,206.60 | | | |
| Net Increase/Decrease Resulting from this Char | nge Order | \$ | 5,500.00 | | | |
| Revised Contract Price Including this Chang | e Order | | 100,706.60 | | | |
| Approval Recommended: | | | | | | |
| BySteven P. Riehle, Public Works Director | | | | | | |

Date _____

The Above Change Order Accepted:

Approved for the City of Grand Island:

The Diamond Engineering Company Contractor

Ву_____

Margaret Hornady, Mayor

Ву_____

Attest:_____ RaNae Edwards, City Clerk

Date _____

Date

RESOLUTION 2009-323

WHEREAS, on October 13, 2009, by Resolution 2009-258, the City of Grand Island awarded The Diamond Engineering Company of Grand Island, Nebraska the bid in the amount of \$95,206.60 for Street Improvement Project No. 2009-P-3; First Street from Clark Street to Eddy Street; and

WHEREAS, it has been determined that modifications to the work to be performed by The Diamond Engineering Company are necessary; and

WHEREAS, such modifications have been incorporated into Change Order No. 1; and

WHEREAS, it is recommended that modifications to the work to be done by The Diamond Engineering Company are necessary; and

WHEREAS, the result of such modifications will increase the contract amount by \$5,500.00 for a revised contract price of \$100,706.60.

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 Company of Grand Island, Nebraska to provide the modifications.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 15, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ¤ _____ December 10, 2009 ¤ City Attorney



City of Grand Island

Tuesday, December 15, 2009 Council Session

Item G20

#2009-324 - Approving Certificate of Final Completion for Street Improvement Project No. 2009-P-3; First Street from Clark Street to Eddy Street

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

| From: | Steven P. Riehle, Public Works Director |
|---------------|---|
| Meeting: | December 15, 2009 |
| Subject: | Approving Certificate of Final Completion for Street Improvement Project No. 2009-P-3; First Street from Clark Street to Eddy Street (Eastboud US Highway 30) |
| Item #'s: | G-20 |
| Presenter(s): | Steven P. Riehle, Public Works Director |

Background

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$95,206.60 contract for the above project on October 13, 2009. The contract was for the concrete pavement replacement on First Street from Clark Street to Eddy Street (eastbound US Highway 30). Work commenced on October 26, 2009 and was completed on November 19, 2009.

Discussion

The project was completed in accordance with the terms, conditions and stipulations of the contract, plans and specifications.

Change Order

There was a change order item to "Remove & Replace Unsuitable Material" because the existing material under the roadway was a saturated heavy soil. The existing unsuitable material would not provide a good base for the new pavement, so the material had to be removed and replaced with a suitable soil. The \$5,500 change order pays for removal of the unsuitable material and replacing it with sand capped with cohesive soil to make a construction working platform.

The pavement west of the end of the project was showing signs of imminent failure. Rather then risk opening the street to traffic and having another pavement failure, and additional 90 square yards of pavement was removed and replaced using contract unit prices. Section 2.02 of the City of Grand Island Standard Specifications that are part of the contract allow the quantities to be increased or decreased. Section 4.03 further

provides for the work to be performed at contract unit price. The extra pavement removed and replaced totaled an increase in payment due to the contractor of \$5,675.06.

\$ 95,206.60 Original Contract
\$ 5,500.00 Change Order Number 1
\$ 5,675.06 Increased Pavement Removal
\$ 8.55 Miscellaneous Contract Item Underruns
\$ 106,373.11 Final Contractor Payment

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Certificate of Final Completion for Street Improvement Project No. 2009-P-3; First Street from Clark Street to Eddy Street (Eastbound US Highway 30).

Sample Motion

Move to approve the Certificate of Final Completion for Street Improvement Project No. 2009-P-3.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Street Improvement Project No. 2009-P-3 First Street; Clark Street to Eddy Street (Eastbound US Highway 30) CITY OF GRAND ISLAND, NEBRASKA December 15, 2009

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

This is to certify that Street Improvement Project No. 2009-P-3 has been fully completed by The Diamond Engineering Company of Grand Island, Nebraska under the contract dated October 13, 2009. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

Street Improvement Project No. 2009-P-3

| | | Unit | | Total | Total |
|------------|--|--------------|-------------|-----------------|-------------|
| <u>No.</u> | <u>Description</u> | <u>Price</u> | <u>Unit</u> | <u>Quantity</u> | <u>Cost</u> |
| 1. | Sawcut Existing Surfacing | \$ 4.10 | l.f. | 134.00 | \$ 549.40 |
| 2. | Remove Existing Surfacing | \$ 7.55 | s.y. | 1,269.27 | \$ 9,582.99 |
| 3. | 10" P.C. Concrete Paving with Dowel Bars | \$ 52.65 | s.y. | 1,269.27 | \$66,827.07 |
| 4. | 6" P.C. Concrete Integral Curb | \$ 2.10 | l.f. | 569.00 | \$ 1,194.90 |
| 5. | 4" Crushed Concrete Base Course | \$ 8.55 | s.y. | 1,436.44 | \$12,281.57 |
| 6. | Transverse Expansion Joint | \$ 347.00 | ea. | 0.00 | \$ 0.00 |
| 7. | Remove Existing Driveway Surfacing | \$ 0.77 | s.f. | 631.00 | \$ 485.87 |
| 8. | 6" P.C. Concrete for Driveways | \$ 5.10 | s.f. | 482.91 | \$ 2,462.85 |
| 9. | Remove Existing Sidewalk | \$ 0.62 | s.f. | 917.50 | \$ 568.85 |
| 10. | 4" P.C. Concrete for Sidewalks | \$ 5.15 | s.f. | 873.71 | \$ 4,499.61 |
| 11. | Remove, Salvage and Replace Stone Walk | \$ 8.50 | s.f. | 10.00 | \$ 85.00 |
| 12. | Adjust Existing Manhole to Grade | \$ 135.00 | ea. | 3.00 | \$ 405.00 |
| 13. | Landscaping and Underground Sprinkler Repair | \$1,930.00 | l.s. | 1.00 | \$ 1,930.00 |
| 14. | Remove and Replace Unsuitable Base Material | \$5,500.00 | l.s. | 1.00 | \$ 5,500.00 |

Original Project Total

\$106,373.11

I hereby recommend that the Engineer's Certificate of Final Completion for Street Improvement Project No. 2009-P-3 be approved.

RESOLUTION 2009-324

WHEREAS, the City Engineer/Public Works Director for the City of Grand Island issued a Certificate of Completion for Street Improvement Project No. 2009-P-3; First Street from Clark Street to Eddy Street (Eastbound US Highway 30), certifying that The Diamond Engineering Company, of Grand Island, Nebraska, under contract, has completed the street improvement; and

WHEREAS, there was an overrun of \$11,166.51 for the overall project; and

WHEREAS, the total cost of the project is \$106,373.11; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the project; and

WHEREAS, the Mayor concurs with the recommendation of the City Engineer/Public Works Director; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Street Improvement Project No. 2009-P-3; First Street from Clark Street to Eddy Street (Eastbound US Highway 30), is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 15, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ¤ _____ December 10, 2009 ¤ City Attorney



City of Grand Island

Tuesday, December 15, 2009 Council Session

Item G21

#2009-325 - Approving Bid Award for One (1)Telehandler for the Wastewater Division of the Public Works Department

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

| From: | Steven P. Riehle, Public Works Director |
|---------------|--|
| Meeting: | December 15, 2009 |
| Subject: | Approving Bid Award for One (1)Telehandler for the Wastewater Division of the Public Works Department |
| Item #'s: | G-21 |
| Presenter(s): | Steven P. Riehle, Public Works Director |

Background

On November 11, 2009 the Wastewater Division of the Public Works Department advertised for bids for one (1) Telehandler. The Telehandler is an off-road extendable boom forklift that will be used to unload grit & grease dumpsters, remove snow and lift heavy equipment.

Discussion

Five (5) bidders submitted bids that were opened on November 19, 2009. The Wastewater Division of the Public Works Department and the Purchasing Division of the City's Attorney's Office have reviewed the bids that were received. A summary of the bids is shown below.

| Bidder | Exceptions | Bid Price |
|-----------------------------------|------------|--------------------------------|
| NCS Equipment of Grand Island, NE | None | \$65,200 |
| | | Alternatives- |
| | | 801–1200 hrs = \$56,550.00 |
| | | 1201 - 1600 hrs = \$49,300.00 |
| Central Nebraska Bobcat of Grand | Noted | \$68,680.88 |
| Island, NE | | |
| Fairbanks of Grand Island, NE | None | \$68,750.00 |
| | | 0-400 hrs = \$71,850.00 |
| NMC/Nebraska Machinery Co. of | None | \$85,830.00 |
| Doniphan, NE | | 0-400 hrs = \$78,775.00 |
| | | 401-800 hrs = \$73,175.00 |
| | | 801-1200 hrs = \$58,765.00 |
| | | 1201-1600 hrs = \$54,850.00 |

The bid of NCS Equipment for a brand new Telehandler is \$200 above the estimate, but is considered fair, reasonable and competitive when reviewed and compared with the other bids received.

Public Works Administration recommends purchasing the new telehandler from NCS Equipment of Grand Island, Nebraska because it is a new machine that not only was the low bidder, but it also far exceeds many of the specifications, including a warranty.

Sufficient funds are available in Account No. 53030054.85615.

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 Council approve the bid award to NCS Equipment of Grand Island, Nebraska in the amount of \$65,200.00.

Sample Motion

Move to approve the bid award.

Purchasing Division of Legal Department INTEROFFICE MEMORANDUM



Wes Nespor, Purchasing Agent

Working Together for a Better Tomorrow, Today

BID OPENING

| BID OPENING DATE: | November 19, 2009 at 11:00 a.m. |
|--------------------------|---------------------------------|
| FOR: | (1) Telehandler |
| DEPARTMENT: | Public Works |
| ESTIMATE: | \$65,000.00 |
| FUND/ACCOUNT: | 53030054-85615 |
| PUBLICATION DATE: | November 11, 2009 |

NO. POTENTIAL BIDDERS: 4

SUMMARY

| Bidder: Exceptions: | <u>NMC/Nebras</u> Doniphan, NI None | <u>ska Machinery Co.</u> E | Grand | <u>Central Nebraska Bobcat</u> l Island, NE Noted |
|-----------------------------------|---|-------------------------------|-------|---|
| Bid Price: | | \$85,830.00 | | \$68,680.88 |
| Bid Alternatives: | | | | |
| 1. Telehandeler w/0 | – 400 hrs: | \$78,775.00 | | |
| 2. Telehandeler w/4 | 01 – 800 hrs: | \$73,175.00 | | |
| 3. Telehandeler w/8 | 01 – 1200 hrs: | \$58,765.00 | | |
| 4. Telehandeler w/12 | 201 – 1600 hrs: | \$54,850.00 | | |
| Bidder: | <u>Fairbanks Gr</u> | and Island | | Fairbanks Grand Island |
| | Grand Island | l, NE | | Grand Island, NE |
| Exceptions: | None | | | None |
| Bid Price: Bid Alternatives: | | \$68,750.00 | | |
| 1. Telehandeler w/0 | – 400 hrs: | | | \$71,850.00 |
| 2. Telehandeler w/401 – 800 hrs: | | | | |
| 3. Telehandeler w/801 – 1200 hrs: | | | | |
| 4. Telehandeler w/12 | 4. Telehandeler w/1201 – 1600 hrs: | | | |

| Bidder: | NCS Equipment | |
|--------------------------|------------------|--|
| | Grand Island, NE | |
| Exceptions: | None | |
| Bid Price: | \$65,200.00 | |
| Bid Alternatives: | | |
| 1. Telehandeler w/ | 0 – 400 hrs: | |
| 2. Telehandeler w/ | 401 – 800 hrs: | |

3. Telehandeler w/801 – 1200 hrs: \$56,550.00

4. Telehandeler w/1201 – 1600 hrs: \$49,300.00

cc: Steve Riehle, Public Works Director Dale Shotkoski, City Attorney Jeff Pederson, City Administrator Catrina DeLosh, PW Admin. Assist. Wes Nespor, Purchasing Agent John Rundle, Main. Supervisor WWTP

P1383

RESOLUTION 2009-325

WHEREAS, the City of Grand Island invited sealed bids for one (1) Telehandler for the Wastewater Division of the Public Works Department, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on November 19, 2009 bids were received, opened and reviewed; and

WHEREAS, NCS Equipment of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$65,200.00; and

WHEREAS, NCS Equipment's bid is fair and reasonable for such item.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of NCS Equipment of Grand Island, Nebraska in the amount of \$65,200.00 for one (1) new Telehandler is herby approved as the lowest responsive and responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 15, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ¤ _____ December 10, 2009 ¤ City Attorney



City of Grand Island

Tuesday, December 15, 2009 Council Session

Item I1

#2009-326 - Consideration of Request from Club 69, Inc. dba Club 69, 106 East 3rd Street for a Class "C" Liquor License and Manager Designation for Nickie Kallos, 1704 East .7th Street

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

Staff Contact: RaNae Edwards

RESOLUTION 2009-326

WHEREAS, an application was filed by Club 69, Inc., doing business as Club 69, 106 East 3rd Street for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on December 5, 2009; such publication cost being \$14.73; and

WHEREAS, a public hearing was held on December 15, 2009 for the purpose of discussing such liquor license application.

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

- The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.
- _____ The City of Grand Island hereby makes no recommendation as to the aboveidentified liquor license application.
- _____ The City of Grand Island hereby makes no recommendation as to the aboveidentified liquor license application with the following stipulations: _____
- _____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: ______
- The City of Grand Island hereby recommends approval of Nickie Kallos, 1704 East 7th Street for liquor manager of such business upon the completion of a state approved alcohol server/seller training program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 15, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

| Approved as to Form | ¤ | |
|---------------------|---|---------------|
| December 10, 2009 | ¤ | City Attorney |



City of Grand Island

Tuesday, December 15, 2009 Council Session

Item I2

#2009-327 - Consideration of Economic Development Incentive Agreement with Structured Solutions, Inc.

Staff Contact: Jeff Pederson

Council Agenda Memo

| From: | Jeff Pederson, City Administrator | |
|---------------|---|--|
| Meeting: | December 15, 2009 | |
| Subject: | Approving Economic Development Incentive Agreement with Structured Solutions, Inc. | |
| Item #'s: | I-2 | |
| Presenter(s): | Jeff Pederson, City Administrator | |

Background

At the May 2003 special election, the voters of the City of Grand Island approved LB840 funding to enable the City to extend economic development incentives through the Grand Island Economic Development Corporation. The Economic Development Corporation has received an application from Structured Solutions, Inc. to locate an expansion business. On November 12, the Executive Board of the GIEDC approved submission of the attached Economic Development Agreement to the Citizens Review Committee for consideration and recommendation. The CRC met on December 8 and approved the request and Agreement for recommendation to the City Council for final action and approval.

Discussion

Structured Solutions, Inc., a highly technical computer database business that intends to provide an integrated loan management system, submitted the required application (see attached) for the amount of \$600,000. Proposed is the creation of 200 new jobs over the next three years with an average hourly wage of \$17.50 to \$28.65.

Structure Solutions, Inc., is a California company with a business plan to market and support a leading next-generation integrated loan management system that integrates best practice origination, services, collection, recovery management, asset management, document management and accounting in one on-demand web-based platform. At the core of the platform is a centralized notes system, role based workflow, and analysis engine. Structured Solutions, Inc. allows businesses to run more efficiently and profitably by eliminating errors, improving communications, and providing a single-source for operational, financial, and risk-management information. Initial operations in Grand Island would take place in an existing facility that will be leased by the company.

Details of the forgivable loan can be found in the attached Economic Development Agreement. Due to capital needs of the company, the entire incentive package of \$600,000 would be provided up front rather than distributed over the course of the three-year job creation period as has been customary in previous loans.

Alternatives

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

- 1. Move to approve the Economic Development Agreement with Structured Solutions, Inc.
- 2. Do not approve the Economic Development Agreement with Structured Solutions, Inc.
- 3. Postpone the issue to future date.
- 4. Take no action on the issue.

Recommendation

City Administration recommends that the Council consider the resolution authorizing the City to enter into the Economic Development Agreement with Structured Solutions, Inc.

Sample Motion

Move to approve the resolution authorizing the City to enter into the Economic Development Agreement with Structured Solutions, Inc.



PROJECT APPLICATION FOR ECONOMIC DEVELOPMENT PROGRAMS

| 1. | Applicant Business Nam | e Structured Solutions, Inc. |
|----|-------------------------|---|
| | Address <u>c/o Gran</u> | d Island Area Economic Development Corp. |
| | Telephone () | 381-7500 |
| | Email Address | |
| | Business Contact Persor | Robert Yuan, President/CEO |
| | Telephone () | TBD |
| 2. | Business Organization: | x Corporation Partnership Proprietor Other |
| 3. | Business Type: | Startup x Existing Business Buyout Spec Building Other |
| 4. | Project Location: | x Within the city limits of Grand Island, Nebraska Outside the city limits, but within the 2 mile zoning jurisdiction Outside the zoning jurisdiction of Grand Island in (county) |

- 5. Product or Services Provided: Leading next-generation integrated loan management (ILM) system that integrates best practice origination, servicing, collections, recovery management, asset management, document management, and accounting in one ondemand web-based platform.
- Project Description: <u>At the core of the platform is a centralized notes system, role</u> <u>based workflow, and analysis engine</u>. Structured Solutions, Inc. allows your business to run <u>more efficiently and profitably by eliminating errors, improving communications, and providing</u> a single-source for operational, financial, and risk-management information.
- 7.
 Project Timetable:
 Expanding company. G.I. operations to start First Quarter 2010.

 Over the next three years, will hire 200 employees.
- 8. Employment Information:

| Current number of employees | 0 | _(full-time equivalent) | | | |
|--|---------------------|-------------------------|--|--|--|
| Proposed number of employees | 200 | _(full-time equivalent) | | | |
| What is the average hourly wage for a | \$17.50-\$28.65/hr. | | | | |
| Number of new jobs to be created | 200 | (full-time equivalent) | | | |
| What would be the average hourly wag | \$17.50-\$28.85/hr. | | | | |
| Number of jobs to be retained, if any | 200 | (full-time equivalent) | | | |
| Please describe all benefits which the business provides to employees: | | | | | |
| benefits will compete with the area. | | | | | |
| | | | | | |

9. Financing/Incentives Requested: Structured Solutions, Inc. is not a customer service structured structured structured Solutions, Inc. is not a customer structured s

Based on the number of positions being created, benefits, and wages, an incentive

package of \$3,000/job, the projected creation of 200 new jobs created over a three year

period, a total incentive package of \$600,000 is being requested at this time.

NOTE: Additional Information may be required and made part of this application by attachment.

To the best of my knowledge, this application and supporting information is accurate, and may be relied upon by representatives of the Grand Island Area Economic Development Corporation (GIAEDC).

By: Robert Yuan <u>CEO</u> Dette. XIIO9

| Grand Island Area Economic Development LB-840 Project Application Project Name: Structured Solutions, Inc. |
|--|
| Date Referred to Grand Island Area Economic Development Board: 12-Nov-0 |
| Approved: x Disapproved: Date: |
| Comments: Structured Solutions is a highly technical computer database business. This company will employ highly educated Engineers, Management, Administrators, and customer operations. This company will not compete with any other company in this area for its employees. |
| Signature of President: <u>Marlan Ferguson</u> Marian Ferguson |
| Date Referred to Citizen's Review Committee: December 8, 2009 |
| Approved: X Disapproved: Date: 12-8-09 |
| Comments: |
| Signature of Chairman: |
| Date Referred to City Council: |
| Approved: Disapproved: Date: |
| Comments: |
| Signature of Mayor: Margaret Hornady |

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ECONOMIC DEVELOPMENT AGREEMENT

In reliance upon the business plan of Structured Solutions, Inc., a Nevada corporation, herein referred to as "Structure Solutions" which will have a beneficial economic impact upon the Grand Island area by increasing employment opportunities, the City of Grand Island (the "City") and the Grand Island Area Economic Development Corporation (the "Development Corporation") hereby agree to provide Structure Solutions with the assistance described in this Economic Development (the "Agreement"). Structure Solutions hereby accepts the economic assistance expressly set forth below and agrees to the terms and conditions hereof, including, without limitation, the terms and conditions of repayment.

Section 1

BUSINESS PLAN

1.1. Structure Solutions, a California company is a leading next-generation integrated loan management system that integrates best practice origination, servicing, collection, recovery management, asset management, document management and accounting in one on-demand web-based platform. It proposes to open an operation within the City of Grand Island, Nebraska, originally to be located at ______, Grand Island, NE _____ (the "Grand Island Operation"). The Grand Island Operation is proposed to be operational in the first calendar quarter of 2010.

1.2. Structure Solutions proposes the Grand Island Operation to utilize facilities of a size that will ultimately include a minimum of two hundred (200) new Employees.

1.3. Structure Solutions' Grand Island Operation projects that by not later than December 31, 2011, it will grow its work force to a minimum of fifty (50) new Employees; by not later than December 31, 2012, Structure Solutions will employ not less than one hundred (100) additional new Employees and maintain a total of one hundred fifty(150) new Employees in its Grand Island Operation; and by not later than December 31, 2013, Structure Solutions will add an additional fifty (50) new Employees, for a total minimum new Employees of two hundred (200) by December 31, 2013. From and after December 31, 2013, Structure Solutions anticipates it will maintain employment at or above two hundred (200) Employees working in Grand Island at its Grand Island Operation at all times during the term of this Agreement. It is anticipated that the two hundred (200) new employees shall consist of approximately thirty (30) Engineers, fiftyseven (57) Customer Operations employees, twenty-two (22) Management employees and twenty (20) Administrative employees.

1.4 Average base compensation for new Employees is estimated to be a minimum combined average wage level between \$17.50and \$28.65 per hour. In addition to the base wage, all full time employees will be provided benefits comparable to the benefits provided to similarly compensated employees working in the Grand Island, Nebraska area, as reasonably determined by the Development Corporation from time to time.

Section 2

۰.

TERMS USED HEREIN

As used in this Agreement the following words and phrases shall mean the following:

2.1. "Employee" means the number of fulltime equivalent persons employed by Structure Solutions at the Grand Island Operation, throughout a Measuring Period and determined as follows: divide (i) the total number of regular time hours that Structure Solutions paid Employees to work during the Measuring Period [including forty (40) hours per week for each week worked by each salaried Employees] by (ii) 2080. Overtime hours are not included in determining fulltime equivalent persons. The total hours worked necessary to equate to two hundred (200) fulltime equivalent employees is 416,000 per annum.

2.2 "Benefits" mean employer provided benefits to comparably paid full time employees in the Grand Island area as reasonably determined by the Development Corporation from time to time.

2.2. "First Measuring Period" shall be the period from January 1, 2012 through and including December 31, 2012. Subsequent "Measuring Periods" shall be a twelve month period commencing on January 1 and ending on December 31. By way of example, the "Second Measuring Period" shall commence on January 1, 2012 and end on December 31, 2012.

2.3. "Employment Certificate" means a written statement certified to be true and correct by the President or CEO of Structure Solutions. It shall be delivered to the Development Corporation within fifteen (15) days after the close of each Measuring Period. It shall state (i) the total number of regular time hours for which Structure Solutions paid hourly Employees, (ii) the number of salaried Employees and the number of weeks each were employed by Structure Solutions at the Grand Island Operation during the applicable Measuring Period; (iii) the calculation determining the average hourly wage of the Employees during each year; and (iv) a summary list of employee benefits provided to all full employees at the Grand Island Operation.

Section 3

EMPLOYMENT REQUIREMENTS

Structure Solutions shall meet each of the following requirements:

3.1. Structure Solutions shall have at least fifty (50) Employees continuously throughout the First Measuring Period, ending December 31, 2012 at an average wage of \$17.50 per hour plus Benefits for each full time employee.

3.2. Structure Solutions shall have had at least one hundred fifty (150) Employees continuously throughout the Second Measuring Period, ending December 31, 2013, at an average wage of not less than \$17.50 per hour plus Benefits plus Benefits for each full time employee.

3.3. Structure Solutions shall have had at least two hundred (200) Employees continuously throughout the Third Measuring Period, ending December 31, 2014, at an average wage of not less than \$17.50 per hour plus Benefits for each full time employee.

3.4. Structure Solutions shall have had at least two hundred (200) Employees continuously throughout each successive Measuring Period at an average wage of not less than \$17.50 per hour plus Benefits for each full time employee.

Section 4

MONETARY ADVANCES

4.1. Within ten (10) days after (a) Structure Solutions submits a sworn statement of its President or CEO certifying that (i) it is qualified to do business in the state of Nebraska and (b) funds are approved under the City's Economic Development Program, The City will advance Structure Solutions Six Hundred Thousand and No/100 Dollars (\$600,000.00) (the "Advance"). Structure Solutions will open an office and begin operations in Grand Island within thirty (30) days of the execution of this agreement.

4.2. Provided Structure Solutions meets the requirements of each Measuring Period as set forth in Section 3 and otherwise remains in full compliance with this Agreement, as determined by the Development Corporation based on its review of each annual Employment Certificate and its Benefits determination, forgiveness of the Advance will occur as follows:

- (a) Two Hundred Thousand Dollars (\$200,000.00) shall be forgiven as of January 1, 2013;
- (b) Two Hundred Thousand Dollars (\$200,000.00) shall be forgiven as of January 1, 2014; and
- (c) Two Hundred Thousand Dollars (\$200,000.00) shall be forgiven as of January 1, 2015.

The Development Corporation will notify Structure Solutions of the forgiveness of a portion of the Advance in writing on or before January 31 of each applicable year and Structure Solutions shall thereafter have no obligation to repay that amount to the City.

4.3. If Structure Solutions fails to meet the Employment Requirements set forth in Section 3, including number, wages and Benefits, for any Measuring Period, then the total of any amounts forgiven under the provisions of Section 4.2 for prior years performances shall be deducted from the Advance and Structure Solutions shall repay the balance to the City. The balance shall become due on the last day of any Measuring Year for which the requirements of that Measuring Period or any prior Measuring Period were not attained or became unattainable and shall be paid together with interest on the unpaid balance due at the rate of eight per cent (8%) per annum from the date of the Advance until paid in full.

Section 5

LEGAL EFFECT

5.1. Notwithstanding any other provision of this agreement Structure Solutions agrees as follows:

(a) If Structure Solutions is merged into or with any corporation, limited liability company or partnership, the provisions of this agreement shall continue in full force and effect and shall inure to the benefit of and be binding upon the surviving organization.

(b) If Structure Solutions or its successor discontinues the primary operation of its Grand Island Operation, by reason of the transfer of its assets to another person or company or for any other reason, then immediately and without any further notice being required the entire amount of the Advance which is then repayable to the City or which would become repayable after a lapse of time as provided in this agreement, shall become immediately due and payable; provided, however, that the Development Corporation may waive the provisions of this subparagraph (b) if a transferee of all of Structure Solutions' assets which is acceptable to Development Corporation agrees in writing to assume the obligations of Structure Solutions hereunder.

5.2. Upon request of Development Corporation, Structure Solutions, and its successors, shall furnish any additional documentation Development Corporation deems necessary to confirm that Structure Solutions has met its obligations under this Economic Development Agreement.

5.3. The contents of this Economic Development Agreement contain all of the agreements and understandings between the Development Corporation, the City and Structure Solutions relative to the provisions hereof and the specified repayment and supersedes any and all prior agreements and understandings whether written or oral concerning economic development grants or incentives.

5.4. Time is of the essence for the performance of each of the provisions of this agreement.

5.5. This Agreement may be exercised in any one or number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument. The to be named principal of Structure Solutions, upon public disclosure of the same, shall execute a duplicate original of this Agreement and shall be deemed to be a party hereto as if executing this Agreement as of the date and year set forth below.

5.5. The provisions of this agreement are fully binding upon the Development Corporation, the City and upon Structure Solutions and upon its successors and authorized assigns.

Dated this 24 day of November, 2009.

GRAND ISLAND AREA ECONOMIC DEVELOPMENT CORPORATION

By <u>Marlan Ferguson</u> Marlan Ferguson, President

THE CITY OF GRAND ISLAND

By____

Margaret Hornady, Mayor

STRUCTURE SOLUTIONS By Robert Yuan, CEO
RESOLUTION 2009-327

WHEREAS, on July 22, 2003, the City of Grand Island adopted an Economic Development Program and a Citizens Advisory Review Committee to oversee the process of approving applications for economic development incentives; and

WHEREAS, Structured Solutions, Inc. has applied for a forgivable loan in the amount of \$600,000.00 towards job incentives from the Grand Island Area Economic Development Corporation in accordance with the Economic Development Program; and

WHEREAS, such application has been approved by the executive committee of the Economic Development Corporation and was approved on December 8, 2009 by the Citizens Advisory Review Committee; and

WHEREAS, Structured Solutions, Inc. will be required to meet or exceed employment numbers and employee salary levels as outlined in the Economic Development Agreement to retain all of the economic incentives granted under the agreement; and

WHEREAS, it is in the best interests of the City to provide economic development funding to Structured Solutions, Inc. as provided by the Grand Island Economic Development Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Economic Development Agreement by and between the City, the Grand Island Area Economic Development Corporation and Structured Solutions, Inc., to provide \$600,000.00 in economic assistance to Structured Solutions, Inc., to be used for developing its business in Grand Island is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 15, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ¤ _____ December 11, 2009 ¤ City Attorney



City of Grand Island

Tuesday, December 15, 2009 Council Session

Item J1

Approving Payment of Claims for the Period of December 2, 2009 through 15, 2009

The Claims for the period of December 2, 2009 through December 15, 2009 for a total amount of \$4,320,758.85. A MOTION is in order.

Staff Contact: Mary Lou Brown



City of Grand Island

Tuesday, December 15, 2009 Council Session

Item J2

Approving Payment of Claims for the Period of November 25, 2009 through December 15, 2009 for the Veterans Athletic Field Complex

The Claims for the Veterans Athletic Field Complex for the period of November 25, 2009 through December 15, 2009 for the following requisitions.

#8 \$62,373.42 #9 \$ 324.64

Total: \$62,698.06

A MOTION is in order. Staff Contact: Mary Lou Brown

FORM OF REQUISITION

REQUISITION NO. 8

Wells Fargo Bank, National Association, as Escrow Agent ("Agent") under the Escrow Agreement, dated as of June 29, 2009 (the "Agreement"), between the City of Grand Island, NE as Owner ("Owner"), and Agent is hereby requested to disburse from the Escrow Fund created by the Agreement to the person, firm or corporation designated below as Payee the sum set forth below such designation, in payment of the cost of the Project or portion thereof constructed, equipped or installed

Tost of Tesuanaa

| Payee | Address | Amount To Be Paid | Cost of Issuance or Project Description |
|-----------------------|--------------------------------|----------------------|---|
| Eakes Office Plus Inc | P.O. Box 2098 | \$9.98 | Notebooks and |
| | Grand Island, NE 68802-2098 | | envelopes |
| Ensley Electric | P.O. Box 5822 | \$15,308.00 | Ball field lighting |
| Services, Inc. | Grand Island, NE 68802 | | |
| Slepicka Construction | 3408 Rokeby Road | \$10,127.44 | Additional grading |
| | Dorchester, NE 68343 | | |
| Slepicka Construction | 3408 Rokeby Road | \$36,928.00 | Earth moving and |
| | Dorchester, NE 68343 | | crushed rock |

The undersigned hereby certifies that:

(a) The amount requested for payment is for payment or reimbursement for a cost or costs of said Project, has not formed the basis of a previous request for payment and is now due and owing;

(b) A bill or bills or other evidence of each obligation of Lessee is attached herewith; and

(c) Owner will indemnify and hold Agent harmless from and against all claims, losses and damages, including legal fees and expenses that may be incurred in connection with the disbursement requested hereby. In the event that the Payee named on this Requisition is a person, firm or corporation to which reimbursement is due for payment previously paid by such person, firm or corporation for the cost of the Project or portion thereof, written evidence of such prior payment and the amount thereof is also attached to this Requisition.

Executed this <u>L</u> day of <u>Necember</u> 20<u>09</u>.

CITY OF GRAND ISLAND, NEBRASKA, as Owner

May Jow Brown Owner Representative By _ha

| Page 59 | WO# Check # <u>Amount</u> | 51 152813 5,480.72 | 152930 | 57 152930 8,432.00 73 152775 9.08 | 152785 15,30 152967 1017 | 152967 | g Total 85,113.14 |
|--|--|--|---|---|---|---|-------------------|
| | <u>Invoice</u> <u>PO #</u> | 11/09/09 | | 5168966-0 21773 21773 | | 103009 21435 | 4004450 Org Total |
| Schedule of Bills | Description | FINAL PMT - RETAINING WALL SUCKS LAKE | PICNIC SHELTER PICNIC SHELTER PLAYER BENCHES AND BLEACHERS | NOTEBOOK & ENVELOPES | BALL FIELD LIGHTING - VETERANS ATHLETIC FIELD COMP FINAL PMT FOR ADDITIONAL GRADING PER RES 2009-3?? | GRADING IMPROVEMENTS # 2 PER RES 2009-282 | |
| Council Meeting November 24, 2009 Vendor | <u>Org Object</u> Name/Number 40044450 PARKS & RECREATION | 90021 SUCKS LAKE 1 7733 GREENWORKS LANDSCAPING & DE FINAL PMT-RETAINING WALL SUCKS LAKE | 90027 MISCELLANEOUS PARK PROJECTS 1 583 OUTDOOR RECREATION PRODUCTS PICNIC SHELTER 1 583 OUTDOOR RECREATION PRODUCTS PLAYER BENCHES AND | 90122 ATHLETIC COMPLEX 1 165 EAKES OFFICE PLUS INC | 1 180 ENSLEY ELECTRIC SERVICES INC 1 8081 SLEPICKA CONSTRUCTION | 1 8081 SLEPICKA CONSTRUCTION | |

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Partial payment

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16.97

SUB-TOTAL

TOTAL

FERMS AND CONDITIONS OF SALE: Due net on 10th of month following date of purchase. 1.33% per nonth (15.96% annual interest) charged on balance past 30 days.

90122

PO# Vendor#

Datte: Buettres

SOMEONE CALÉE

invoice #

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0044450-

0044405-85505

PLEASE ORDER SPARCO NEEDS ASAP

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CUSTOMER COPY

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11-10-09

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| | Date Vendor Number | | November 10, 2009 180 |
|------------|-----------------------|-------------------------|--|
| | Vendor Name | | Ensley Electrical Services, Inc. |
| | | | PO Box 5822 |
| | Remittance Address | | Grand Island, NE 68802 |
| (Sciences) | | | |
| | Org # Obj 40044450 | ect# 90122 | Amount 15,308.00 |
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| | TOTAL: | | 15,308.00 Description: |
| | Against | | Payment #1- Ball Field Lighting |
| | CITY OF GRAND ISLAND | | Veterans Athletic Field Complex Resolution 2009-267 |
| | Approved By: | <u>A7</u> | |
| | Receipt to: | | N/A |
| | Patti Buettner | | |

RESOLUTION 2009-267

WHEREAS, the City of Grand Island invited sealed bids for Furnishing and Installation of Ball Field Lighting at the new Veterans Athletic Field Complex, according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on September 15, 2009, bids were received, opened and reviewed; and

WHEREAS, Ensley Electrical Services, Inc. from Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$231,277.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Ensley Electrical Services, Inc. from Grand Island, Nebraska in the amount of \$231,277.00 for Furnishing and Installation of Ball Field Lighting at the new Veterans Athletic Field Complex is hereby approved as the lowest responsible bid.

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form # LINCS October 12, 2009 # City Attorney

APPLICATION AND CERTIFICATE FOR PAYMENT

Page 1 of 2 Pages

| | i telend | 1 | | | | |
|---|-------------------------------|--|---------------------------|------------|--|-----------------------------|
| Port of the sector of the sector PO Box 1968 | ta island sreation D(8 | ouy or or and island Parks & Recreation DeptSteve Paustian, Director PO Box 1968 | ustian, Dirŧ | ector | Project: Vet's Athletic Field Complex | mplex |
| Grand Island, NE 68802 | d, NE 6880 | 02 | | | # | |
| From: Ensley Electrical Services, Inc. PO Box 5822 | trical Serv 2 | rices, Inc. | | | Period To: 11/11/2009 | |
| Grand Island, Nebraska, 68802 | d, Nebrasl | ka, 68802 | | | | |
| CONTRACTOR'S APPLICATION FOR PAYMENT | APPLICA | ATION FOR F | AYMEN. | F | 1. Original Contract Sum | \$ 231 277 00 |
| Change Order Summary | | | | | | |
| | Addit | Additions | Deductions | tions | 3. Contract Sum To Date (Line 1+2) | \$ 231 277 00 |
| Approved This Month | | | | | | ¢ 15 200 00 |
| # Date | | | | | | |
| | | | | | 5. Retainage | ج |
| | | | | | a. % of completed work | |
| | | | | | (column D & E on next page) | |
| | | | | | b. % of stored material | |
| | | | | | (column F from next page) | |
| | | | | | 6. Total Earned Less Retainage | \$ 15 308 00 |
| | | | | | | 1 |
| Totals | | ب ھ | | \$ - | | * <u>\$ 16 300 PA</u> |
| NET CHANGE ORDERS | 1S | | | ۰ ج | 9. Balance To Finish. Plus Retainage | \$ 215 GRO DD |
| The undersigned Contractor certifies that to the best of the Con- | actor certit | fies that to the b | sest of the (| Con- | | |
| tractor's knowledge and belief the work covered by this Annlication | d belief the | work covered t | by this Annl | lication | | |
| for Payment has been completed in accordance with the contract | completed | in accordance | with the cor | ntract | | |
| documents, that all amounts have been paid by the Contractor for | ounts have | e been paid by t | he Contract | tor for | State of: Nebraska | County of Hall |
| work for which previous Certificates for Payment were issued and | s Certificat | es for Payment | were issue | and | Subscribed and sworn to hefore me this | day of of Mark 2000 |
| payments received from the owner, and that current payment | n the owne | er, and that curr | ent paymer | nt | Notary Public: White 2. Driven A. | enny with T in in finn |
| shown herein is now due. | Je. | | - | | | |
| Contractor: | 0 | Ensley Electr | Electrical Services, Inc. | ses, Inc. | My Commission expires: | State of Nebraska |
| BY: ALOPUL | Thex | LAT Date: | э: //- О- | -09 | T | My Comm. Exp. June 11, 2012 |
| Title/Secretary Treasurer | rer (| | - | | | |
|) | | | | | (Attach explanation if amount certified differs from the amount | om the amount |
| Architect's Certificate For Payment | cate For | · Payment | | | applied for) | |
| In accordance with the Contract Documents, based on on-sion-site | Contract [| Documents, bas | sed on on-s | ii on-site | | |
| observations and the date comprising the above application, the | late compri | ising the above | application | I, the | ARCHITECT: | |
| Architect certifies to the Owner that to the | e Owner th | hat to the best of | best of the Architect's | ect's | By: Date: | |
| knowledge, information and belief, the work has progressed as | and belie ו | if, the work has | progressed | l as | This certificate is not negotiable. The AMOUNT CERTIFIED is | r certified is |
| indicated, the quality of the Work is in accordance with the | f the Work | is in accordanc | e with the | | payable only to the Contractor named herein. Issuance, payment | ssuance, payment |
| Contract Documents, and the Contractor is entitled to payment | and the Co | intractor is entitle | ed to paym | tent | and acceptance of payment are without prejudice to any rights of | ice to any rights of |
| of the AMOUNT CERTIFIED. | 'IFIED. | - | | | the owner or Contractor under this contract. | - |

Ensley Electrical Services, Inc. PO Box 5822

Page 2 of 2

Grand Island, NE 68802

308-382-8432

CONTINUATION SHEET

Project:City of GI Parks & Recreation Dept.App. #1Veteran's Athletic Field ComplexApp. Date11/11/2009Period To:11/11/2009

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36,928.00

11-16-09



Purchase Order

100 E 1st St * PO Box 1968 * Grand Island NE 68802-1968 (308) 385-5444 Ext 193

Federal Tax ID #47-6006205

Fiscal Year 2009 Page 1

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THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 21435-00

PARKS ADMINISTRATION 100 E 1ST ST PO BOX 1968 GRAND ISLAND, NE 68801 308-385-5444 EXT 290 308-385-5488 FAX

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BURKEY FARMS INC DBA SLEPICKA CONSTRUCTION 3408 ROKEBY RD DORCHESTER NE 68343-8503

| C | PARKS ADMINISTRATION |
|---|------------------------|
| H | 100 E 1ST ST |
| 1 | PO BOX 1968 |
| Р | GRAND ISLAND, NE 68801 |
| Т | 308-385-5444 EXT 290 |
| 0 | 308-385-5488 FAX |

State Tax ID # 21-0244767

DADIZE ADMINISTRATION

Vendor Phone Number Vendor Fax Number Requisition Number Delivery Reference 402-440-2839 20669 Date Ordered Vendor Number Entered By Requested By Department/Location 8081 pattib 09/10/2009 Patti Buettner **PARKS & RECREATION** Qty Extended Price UOM ltem# Description/Part No. Unit Price GRADING IMPROVEMENTS AT THE NEW VETERANS JOB 1.0 \$83,526.250 \$83,526.25 ATHLETIC FIELD COMPLEX AS PER BID. 40044450 - 90122 \$83,526.25 40044450 - 90122 \$83,526.25 Pd # 51,014.25 11/10/09 payment #1

The City of Grand Island is an Affirmative Action/Equal Opportunity Employer

\$83,526.25

RESOLUTION 2009-282

WHEREAS, on September 8, 2009 by Resolution 2009-221, the City Council of the City of Grand Island awarded the Slepicka Construction Company, of Dorchester, Nebraska, the bid in the amount of \$83,526.25, for the Grading Improvements at the new Veterans Athletic Field Complex; and

WHEREAS, it has been determined that modifications to the work to be performed by Slepicka Construction Company are necessary; and

WHEREAS, such modifications have been incorporated into Change Order No. 1; and

WHEREAS, the result of such modifications will increase the contract amount by \$4,416.00 for a revised contract price of \$87,942.25.

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 Slepicka Construction Company of Dorchester, Nebraska to provide the modifications set out as follows:

Additional dirt embankment needed to complete project\$4,416.00

Adopted by the City Council of the City of Grand Island, Nebraska, October 27, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

| Approved as to Form | = 113 |
|---------------------|---------------|
| October 26, 2009 | City Attorney |

FORM OF REQUISITION

REQUISITION NO. 9

Wells Fargo Bank, National Association, as Escrow Agent ("Agent") under the Escrow Agreement, dated as of June 29, 2009 (the "Agreement"), between the City of Grand Island, NE as Owner ("Owner"), and Agent is hereby requested to disburse from the Escrow Fund created by the Agreement to the person, firm or corporation designated below as Payee the sum set forth below such designation, in payment of the cost of the Project or portion thereof constructed, equipped or installed

| Payee | Address | Amount To Be Paid | Cost of Issuance or Project Description |
|------------------------------|----------------------------|----------------------|---|
| Ace Hardware | 1704 West 3rd Street | \$49.95 | Landscape fabric pins |
| | Grand Island, NE 68803 | | |
| Ace Irrigation and | 4740 E 39 th | \$207.19 | Erosion control |
| Mfg. Co. | Kearney, NE 68847- 9789 | | |
| Earl May Seed & Nursery L.C. | Shenandoah, Iowa 51603 | \$67.50 | Landscape fabric pins |

The undersigned hereby certifies that:

(a) The amount requested for payment is for payment or reimbursement for a cost or costs of said Project, has not formed the basis of a previous request for payment and is now due and owing;

(b) A bill or bills or other evidence of each obligation of Lessee is attached herewith; and

(c) Owner will indemnify and hold Agent harmless from and against all claims, losses and damages, including legal fees and expenses that may be incurred in connection with the disbursement requested hereby. In the event that the Payee named on this Requisition is a person, firm or corporation to which reimbursement is due for payment previously paid by such person, firm or corporation for the cost of the Project or portion thereof, written evidence of such prior payment and the amount thereof is also attached to this Requisition.

> Executed this 4 day of December, 20<u>09</u>.

CITY OF GRAND ISLAND, NEBRASKA, as Owner

By Mary Yow Bour Owner Representative

| | | | | | | <u>(</u> | 14 | ш | <u>[1</u> , |
|-----------------|-------------------|--------|---------------|--------------------|------------------|-----------------|-----------------|---------------------|-----------------------------|
| · | 600 | Vendor | Name/Number | PARKS & RECREATION | ATHLETIC COMPLEX | 10 ACE HARDWARE | 10 ACE HARDWARE | 2320 ACE IRRIGATION | 166 EARL MAY SEED & NURSERY |
| Meetin | er 01, 2 | | Dbject | | 52 | 10 | 10 | 2320 | 166 |
| Council Meeting | December 01, 2009 | | Org Object | 40044450 | 90122 | ≁ | ~ | ~ | ~ |
| | | | | Ч. | | | | | |

Schedule of Bills

| <u>Description</u> | Invo |
|--------------------|--------|
| FABRIC PINS | 131 |
| FABRIC PINS | 131 |
| EROSION CONTROL | 144 |
| FABRIC PINS | 194 |
| | e E |

| , | <u>Amount</u> | 19.98 29.97 207.19 67.50 | |
|---------|-----------------|--------------------------------------|--------------------|
| Page 36 | Check # | 153005 153005 153006 153039 | 324.64 |
| | <u> FO#</u> WO# | 21056 21056 21812 21074 | 40044450 Urg Lotal |
| | nvoice | 131762 131769 144138 194669 | |

New Ballfield Fabric staples

| | | | | | | Sec. 4. 2 | | |
|---|--|----------------------|---------------------------------------|------------|-------------|-----------|---|-------|
| | | SALE | 9.99 EA N 19.98 | | 19.98 | · | ==<br 41 | · · • |
| | THANK YOU FOR SHOPPING AT GRAND ISLAND ACE HARDWARE 1704 WEST 3RD STREET GRAND ISLAND, NE 68803 (308) 382-1874 | 553 SALE | | TAX: | IUIAL: | | NL#C58798 INV#131762/1 CUST # 100715/ 13 ACE REWARDS ID # 19702306141 | |
| | HANK YOU FOR SHOPPING GRAND ISLAND ACE HARDW 1704 WEST 3RD STREET GRAND ISLAND, NE 6880 (308) 382-1874 | 55AM KAM | 2 ES 4"100PK | 19.98 | 19,98 | | 3798 INV # 100715/ 1 EWARDS ID # | |
| · | THANK GRAN 17 GRAN | 11/13/09 10:55AM KAM | 7207780 2 1 GARDEN STAPLES 4"100PK | SUB-TOTAL: | CHARGE ANT: | | ==>> JRNL#C58798 CUST # 100 ACE REMARC | |

ient S. legal

Name: X 4-I.D. MUST BE SHOWN Acct: PARK & REC PO#: 021056 RC: 21-0244767

2-00 Date //-24 -S ABRIC 2105 3176 Approved by 4.4 Invoice # Description Voucher # Vendor # PO #





| D WITHOUT CLAIMS FOR LDAYS. | Ш | 1 1 1 | 145,00 | 10 III | | 207.19 207.19 |
|--|---|--|--|---|--|---|
| DALEWIGHWOIGEWORSATESPERSON11/12/2009144138CDDYNO MERCHANDISE TO BE RETURNED WITHOUT AUTHORIZATION FROM THIS OFFICE CLAIMS FOR SHORTAGE TO BE MADE WITHIN TEN DAYS. | INVOICE | TERMS FAGE | W Itst Price WHF NE FACE NE AMOUNT W . 70 SY . 5500 1.45.00 ES SY . 5500 1.45.00 | 75 BAG 14.062 | 812-00 812-00 220 MAT Date 1/-22-09 Amount 207.19 | S SUBTOTAL SALES TAX TOTAL |
| | 36-5768 Ska.com SKa.com H H H H H H O H O H O H N H H H | BACKORDERED TO DATE SHIPPED VIA 11/10/2009 SELF | ROUBLE NET B' X 112.5' 1 WITH NETTING ON BOTH SID | EROSION CONTROL SF STAFLES 6" 18. X 1" X 6" 116A (100 PER BAG) | Youcher# PO# Nendar# Nendar# Nendar# Description Description Approved by New Org-obj# YOO 44450- 90122 | BUBTRACT 2.07 IF PAID IN TEN DAYS BE ADDED TO ALL PAST DUE ACCOUNTS. |
| ACE IRRIGATION AND MFG. CO. ACE ACE/EATON METALS MANUFACTURERS OF ALUMINUM PIPE, CORRUGATED CULVENT PIPE AND ACCESSONES. A 4740 E. 39th · Kearney, NE 68847-9789 · (308) 237-5173 | DF GRAND TELAND BF GRAND IELAND E 1 SF D 15LAND NE 688() 385-5422 FAX (000 | DELE NET BREADER 50. UNBER BACKORDERED FROM 584.4 | PART NUMBER OTY ORD OTY SHIP OTY B/O | 03-ECSFS-1008AB | | A FINANCE CHARGE, AT THE MAXIMUM LEGAL RATE, WILL BE ADDED |

•



Purchase Order

\$207.18

100 E 1st St * PO Box 1968 * Grand Island NE 68802-1968 (308) 385-5444 Ext 193

Fiscal Year 2010 Page 1 of 1 THIS NUMBER MUST APPEAR ON ALL INVOICES PACKAGES AND SHIPPING PAPERS Purchase 21812-00 Order #

PARKS ADMINISTRATION 100 E 1ST ST PO BOX 1968 GRAND ISLAND, NE 68801 308-385-5444 EXT 290 308-385-5488 FAX

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T O

ACE IRRIGATION 4740 E 39TH ST

| V E N D O R | ACE IRR 4740 E 39 KEARNE | IGATION 9TH ST Y NE 68847 | -9789 | | | А Н Н Т З | ATTN: G 707 W (GRAND I 08-385- | DPERATIONS REGG BOSTELMAN DKLAHOMA SLAND, NE 68801 5426 5296 FAX | J |
|--|--------------------------------|---------------------------------|--------|----------------|---------------------------|-----------------------|--|---|----------------------------------|
| 2773-24-0-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1- | | | | Federal Tax ID | | State Tax ID | ¥ 21-0244 | 767 | |
| Ve | indor Phone | Number | Vendør | Fax Number F | Requisition Numl 21146 | Der | ite the states | Delivery Reference | Ce de la compañía de la compañía |
| Date | ordered | Vendor Nu | mber | Entered By | | lested By | | Departme | ent/Location |
| | 10/2009 | 2320 | | pattib | | Buettner | | | RECREATION |
| ltem# - | EROSION | L CONTROI 150 - 90122 | | in/Part No. | \$165.00 | | 0 ROLL | \$55.000 | Extended Price \$165.00 |
| - | | 150 - 90122 | | | \$42.18 | 3. | 0 BAGS | \$14.060 | \$42.18 |
| | 40044450 | - 90122 | | | \$207.18 | | | 2 | |
| | | | | | | | | | |
| | | | | | | - - | | | |

The City of Grand Island is an Affirmative Action/Equal Opportunity Employer





City of Grand Island

Tuesday, December 15, 2009 Council Session

Item J3

Approving Payment of Claims for the Period of November 25, 2009 through December 15, 2009 for the State Fair Recreation Building

The Claims for the Period of November 25, 2009 through December 15, 2009 for the State Fair Recreational Building for the following requisitions.

#8 \$715,500.00 #9 \$540,000.00

Total: \$1,255,500.00

A MOTION is in order. Staff Contact: Mary Lou Brown

Exhibit A to Escrow Agreement

(FORM OF PAYMENT REQUEST)

Payment Request No. 008

The City of Grand Island, Nebraska, as lessee (the "Lessee") under that Lease-Purchase Agreement dated as of July 1, 2009 (the "Lease") between Lessee and Wells Fargo Brokerage Services, LLC, (the "Lessor"), hereby requests Wells Fargo Bank, National Association, as escrow agent (the "Escrow Agent") under the Escrow Agreement dated as of July 1, 2009 (the "Escrow Agreement") among the Escrow Agent, the Lessor and the Lessee, to make payment from the Escrow Fund (as defined in the Escrow Agreement) to the following party or parties, at the addresses set forth below:

Payee

Sampson Construction Co., Inc.

3730 So. 14th Street Lincoln, NE 68502

Address

Amount To Be Paid

\$715,500.00

Description Primarily foundation, masonry and building

material

Cost of Issuance

or Project

In connection therewith, the undersigned officer of the Lessee hereby certifies as follows:

1. All of the provisions of the Lease and the Escrow Agreement are incorporated herein by reference and capitalized terms used herein and not defined shall have the meanings assigned to them in the Loan Agreement and the Escrow Agreement.

2. The payments to be made to the payces set forth above are for costs of construction and/or acquisition of the Project (as defined in the Escrow Agreement) described above, or reimbursement to Lessee therefor, and the payments have not been the basis for a prior request which has been paid. Any amounts to be reimbursed to the Lessee are for advances made by the Lessee from its own funds not earlier than May 1, 2009.

3. All of Lessee's representations, covenants and warranties contained in the Lease and the Certificate with Respect to Tax Matters (the "Tax Certificate") were true and accurate in all material respects as of the date made, and remain true and accurate in all material respects as of the date of this Payment Request, and the Lessee has fully and satisfactorily performed all of its covenants, representations and obligations to date required under the Lease, the Escrow Agreement and the Tax Certificate. No Default Event has occurred under the Lease.

4. The Lessee understands that the Lessor is relying on the certifications herein with regard to and in connection with approving the disbursement requested hereby.

Please indicate if this Payment Request relates to the final disbursement from 5. the Escrow Fund: __Yes_X_No.

If this Payment Request relates to the final disbursement from the Escrow Fund, the Lessee and the Lessor hereby instruct Escrow Agent to disburse to Lessor the remaining moneys held in the Escrow Fund to be applied to make a partial prepayment on the Rental Payments as set forth in the Lease.

Please indicate if this Payment Request reimburses Lessee for any payment or 6. payments previously made by Lessee: _Yes X_No.

If this Payment Request requests such a reimbursement, the payment or payments for any obligations originally paid by Lessee, for federal income tax purposes, was after May 1, 2009.

7. Lessee attaches hereto the following items:

invoices and/or bills of sale and/or contractor's payment certifications (a) relating to the Project and, if such invoices have been paid by Lessee, evidence of payment thereof:

an insurance certificate showing coverages as required by the Lease if (b) such insurance certificate has not been previously provided by Lessee to the Lessor.

LESSEE:

THE CITY OF GRAND ISLAND, NEBRASKA

By: <u>have</u> Title: Final Date:

REQUEST APPROVED BY WELLS FARGO BANK, NATIONAL ASSOCAITION (Grand Island Branch, as assignee)

Authorized Officer

1.

2.

Attachments:

Invoices/Certificates for Payment Insurance Certificate (if not previously provided)



Architecture Engineering Interior Design

Principals:

Jon P. Dalton, PE Wynn E. Mehlhaff, AIA Matthew C. Metcalf, AIA Wade W. Stange, AIA Michael A. Wachal, PE

Associate Principal:

Michael D. Marsh, AIA

SENIOR ASSOCIATES:

J. Edward Bukacek, AIA Ronald G. Hackett, AIA Dan L. Hemsath Bryce G. Johnson, MS PE James K. Luedke, PE Renee M. Sheil Gregory T. Smith, AIA LEROY P. SVATORA, AIA

Lincoln:

211 North 14th Street Lincoln, Nebraska 68508 Phone: (402) 476-9700 Fax: (402) 476-9722

Omaha:

4245 South 143rd Street Suite 5 Omaha, Nebraska 68137 Phone: (402) 341-6600 Fax: (402) 341-6611

www.davisdesign.com

November 6, 2009

Nebraska State Fair Park Attn: Joseph McDermott P.O. Box 81223 Lincoln, NE 68501

RE: State Fair Park – Fonner Park Exhibition Building 3 Grand Island, Nebraska Davis Design Project 08-0192

Joseph,

Enclosed is Sampson Construction Co., Inc's. <u>Application and Certification for</u> Payment No.3 dated October 28, 2009.

NOV 0 9 2009

Based upon our on-site observations, the work has progressed to the point indicated and to the best of our knowledge; the quality of the work is in accordance with the contract documents. Therefore, we recommend that payment be made to Sampson Construction Co., Inc. in the amount of <u>\$715,500.00</u>.

Please retain the "Owner" copy for your files and forward the "Contractor" copy together with your payment to Sampson Construction Co., Inc.

Please call <u>me</u> at our Lincoln office if you have any questions or concerns regarding this application for payment.

Sincerely,

DAVIS DESIGN

Chad Vogel Construction Administrator

Enclosure

 cc: Chad Vogel, Construction Administrator Files - Davis Design, Inc. Leroy Savarta, Project Architect - Davis Design, Inc
 Nate Kastens, Project Manager - Sampson Construction Co., Inc. Craig Gies, Executive Team - Sampson Construction Co., Inc. Jon Thomas - Village Development

| TO OWNER: Nebraska State Fair Board | PROJECT: Nebraska State Fair Park | APPLICATION NO 3 | Distribution to: |
|--|---|---|--|
| P.O. Box 81223 | Fonner Park - Grand Island, Nebraska | Nebraska | OWNER |
| Lincoln, NE 68501 | Exhibition Building 3 | PERIOD TO: 10/31/2009 | ARCHITECT |
| FROM CONTRACTOR: | VIA: Chad Vogel | | CONTRACTOR |
| Sampson Construction Co., Inc. | Davis Design, Inc. | | |
| 3730 So. 14th St. | 211 North 14th Street | PROJECT NOS: 09028 | |
| Lincoln, NE 68502 | Lincoln, NE 68508 | · | |
| CONTRACT FOR: General | | CONTRACT DATE: 7/10/09 | |
| CONTRACTOR'S APPLICATION FOR PAYMENT Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached. | FION FOR PAYMENT in connection with the Contract. hed. | The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due. | contractor's knowledge, 1 for Payment has been all amounts have been paid by Payment were issued and 1t shown herein is now due. |
| ORIGINAL CONTRACT SUM | \$ 3,972,000.00 | - | |
| Net change by Change Orders CONTRACT SUM TO DATE (Line 1±2) TOTAT COMPTETED & STODED TO | | CONTRACTOR: Sampson Construction Co., Inc. | |
| DATE (Column G on G703) 5. RETAINAGE: | 000 | By: Go dis | Date: 10-28-02 |
| a. 10 % of Completed Work (Column D + E on G703) b. 10 % of Stored Material (Column F on G703) Total Retainage (Lines 5a + 5b or | 95,000.00 | State of: Nebraska Subscribed and sworm to before me this 28th day of Octob Notary Public: 2-14-2012 My Commission express: 5-14-2012 | ter ccobbr 2000A GENERAL NOTARY - State of Nebraska JULIE A. SCHEELE My Comm. Exp. May 14, 2012 |
| Total in Column I of G703) TOTAL EARNED LESS RETAINAGE | \$ 95,000.00 \$ 855,000.00 | ARCHITECT'S CERTIFICATE FOR PAYMENT In accordance with the Contract Documents, based on on-site observations and the data | R PAYMENT te observations and the data |
| (Line 4 Less Line 5 Total) LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) CURRENT PAYMENT DUE | \$139 \$715 | comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. | ner that to the best of the s progressed as indicated, bocuments, and the Contractor |
| BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | NAGE 5,117,000.00 | AMOUNT CERTIFIED\$\$ | |
| CHANGE ORDER SUMMARY | ADDITIONS DEDUCTIONS | (Attach explanation if amount certified differs from the amount applied. Initial all figures on this | unt applied. Initial all figures on this |
| Total changes approved in previous months by Owner | | Application and on the Continuation Sheet that are changed to conform with the amount certified.) ARCHITECT: Davis Design, Inc. | to conform with the amount certified.) |
| Total approved this Month | | By: Hadley | Date: Nov. 5, 2009 |
| TOTALS | \$0.00 \$ | This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the | ED is payable only to the |
| NET CHANGES by Change Order | \$0.00 | prejudice to any rights of the Owner or Contractor under this Contract. | s Contract. |

CONTINUATION SHEET

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| วี | CONTINUATION SHEET | | | AIA DOCUMENT G703 | ENT~G703 | | | PAGE OF PAGES | |
|----------|---|--|------------------------------|-------------------|--------------------|-------------------------|-----------------|------------------------|-----------------------|
| AIA I | AIA Document G702, APPLICATION AND CERTIFICATION FOR PAY | CATION FOR PAYN | MENT, containing | | | APPLICA | APPLICATION NO: | e | |
| Contr | Contractor's signed certification is attached. | | | | | APPLICATION DATE: | ON DATE: | 10/28/2009 | |
| In tab | In tabulations below, amounts are stated to the nearest dollar. | ollar. | | | | Id | PERIOD TO: | 10/31/2009 | |
| Use C | Use Column I on Contracts where variable retainage for line items may apply. NFRDACKA CTAA | line items may apply. ARCHITECT'S PROJ NERRASKA STATE FAID PARK FONNED PARK CDANN ISTAND NERDASKA | /. TF FATE PARK | FONNED PAD | A A CDANDIST | ARCHITECT'S PROJECT NO: | DIECT NO: | 09028 | |
| A | с | | U U | PANNAR P | N, UNALU ISL | MCRANDIN , ULIN | | | |
| ITEM | DESCRIPTIO | SCHEDULED | WORK COMPLETED | NPL FTED | MATERIALS | TOTAL U | 70 | A RALANCE | DETAINAGE |
| ÖN N | | VALUE | FROM PREVIOUS APPLICATION | THIS PERIOD | PRESENTLY | COMPLETED AND STORED | (0 + C) | TO FINISH TO FINISH | (IF VAKIABLE RATE) |
| | | | (D + E) | | (NOT IN D OR E) | TO DATE (D+E+F) | | Э., У | |
| | EXHIBITION BUILDING #3 | | | | | | | | |
| | FOUNDATIONS | 220,000 | 80,000 | 120,000 | | 200,000 | 91% | 20,000 | 20,000 |
| 2 | [SLABS | 245,000 | | | | | | 245,000 | 0 |
| ŝ | 3 PRECAST | 60,000 | | | | | | 60,000 | 0 |
| 4 | | 380,000 | | 150,000 | | 150,000 | 39% | 230,000 | 15,000 |
| ŝ | | 75,000 | | | | | | 75,000 | 0 |
| 9 | | 45,000 | | | | | | 45,000 | 0 |
| - | | 15,000 | | | | | | 15,000 | 0 |
| ~ | | 125,000 | | | | | | 125,000 | 0 |
| 6 | | 140,000 | | | | | | 140,000 | 0 |
| 01 | | 15,000 | | | | | | 15,000 | 0 |
| [] | METAL STUDS/DRYWALL | 65,000 | | | | | | 65,000 | 0 |
| 12 | ACT | 18,000 | | | | | | 18,000 | 0 |
| <u> </u> | PAINTING | 52,000 | | | | | | 52,000 | 0 |
| 14 | | 24,000 | | | | | | 24,000 | 0 |
| 15 | | 34,000 | | | | | | 34,000 | 0 |
| 16 | | 610,000 | | 400,000 | | 400,000 | 66% | 210,000 | 40,000 |
| 17 | | 85,000 | | | | | | 85,000 | 0 |
| 18 | | 340,000 | | | | | | 340,000 | 0 |
| 19 | | 130,000 | | | | | | 130,000 | 0 |
| 20 | | 290,000 | | | | | | 290,000 | 0 |
| 21 | PIPING | 300,000 | 40,000 | 85,000 | | 125,000 | 42% | 175,000 | 12.500 |
| 22 | | 399,000 | | 20,000 | | 20,000 | 5% | 379,000 | 2.000 |
| 23 | | 25,000 | 25,000 | | | 25,000 | 100% | | 2,500 |
| 24 | GENERAL CONDITIONS | 280,000 | 10,000 | 20,000 | | 30,000 | 11% | 250,000 | 3,000 |
| | | | | | | | | | |
| | | | | | | | | | |

AIA DOCUMENT G703 - CONTINUATION SHEET FOR G702 - 1992 EDITION - AIA - ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

G703-1992

95,000

3,022,000

24%

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GRAND TOTALS

Exhibit A to Escrow Agreement

(FORM OF PAYMENT REQUEST)

Payment Request No. 009

The City of Grand Island, Nebraska, as lessee (the "Lessee") under that Lease-Purchase Agreement dated as of July 1, 2009 (the "Lease") between Lessee and Wells Fargo Brokerage Services, LLC, (the "Lessor"), hereby requests Wells Fargo Bank, National Association, as escrow agent (the "Escrow Agent") under the Escrow Agreement dated as of July 1, 2009 (the "Escrow Agreement") among the Escrow Agent, the Lessor and the Lessee, to make payment from the Escrow Fund (as defined in the Escrow Agreement) to the following party or parties, at the addresses set forth below:

| Payee | Address | Amount To Be Paid | Cost of Issuance or Project Description |
|----------------------|----------------------------------|----------------------|---|
| Sampson Construction | 3730 So. 14 th Street | \$540,000.00 | Primarily HVAC, |
| Co., Inc. | Lincoln, NE 68502 | | piping, electrical in addition to material, insulation and erection |

In connection therewith, the undersigned officer of the Lessee hereby certifies as follows:

work on the building.

1. All of the provisions of the Lease and the Escrow Agreement are incorporated herein by reference and capitalized terms used herein and not defined shall have the meanings assigned to them in the Loan Agreement and the Escrow Agreement.

2. The payments to be made to the payees set forth above are for costs of construction and/or acquisition of the Project (as defined in the Escrow Agreement) described above, or reimbursement to Lessee therefor, and the payments have not been the basis for a prior request which has been paid. Any amounts to be reimbursed to the Lessee are for advances made by the Lessee from its own funds not earlier than May 1, 2009.

3. All of Lessee's representations, covenants and warranties contained in the Lease and the Certificate with Respect to Tax Matters (the "Tax Certificate") were true and accurate in all material respects as of the date made, and remain true and accurate in all material respects as of the date of this Payment Request, and the Lessee has fully and satisfactorily performed all of its covenants, representations and obligations to date required under the Lease, the Escrow Agreement and the Tax Certificate. No Default Event has occurred under the Lease. 4. The Lessee understands that the Lessor is relying on the certifications herein with regard to and in connection with approving the disbursement requested hereby.

5. Please indicate if this Payment Request relates to the final disbursement from the Escrow Fund: __Yes_X_No.

If this Payment Request relates to the final disbursement from the Escrow Fund, the Lessee and the Lessor hereby instruct Escrow Agent to disburse to Lessor the remaining moneys held in the Escrow Fund to be applied to make a partial prepayment on the Rental Payments as set forth in the Lease.

6. Please indicate if this Payment Request reimburses Lessee for any payment or payments previously made by Lessee: __Yes X_No.

If this Payment Request requests such a reimbursement, the payment or payments for any obligations originally paid by Lessee, for federal income tax purposes, was after May 1, 2009.

7. Lessee attaches hereto the following items:

(a) *invoices and/or bills of sale and/or contractor's payment certifications* relating to the Project and, if such invoices have been paid by Lessee, evidence of payment thereof;

(b) an *insurance certificate* showing coverages as required by the Lease if such insurance certificate has not been previously provided by Lessee to the Lessor.

LESSEE:

THE CITY OF GRAND ISLAND, NEBRASKA

Date:

REQUEST APPROVED BY WELLS FARGO BANK, NATIONAL ASSOCAITION (Grand Island Branch, as assignee)

Authorized Officer

Attachments:

1.

2.

Invoices/Certificates for Payment

Insurance Certificate (if not previously provided)



Architecture Engineering Interior Design

PRINCIPALS:

Jon P. Dalton, PE Wynn E. Mehlhaff, AIA Maithew C. Metcalf, AIA Wade W. Stange, AIA Michael A. Wachal, PE

Associate Principal:

Michael D. Marsh, AIA

Senior Associates:

J. Edward Bukacek, AIA Ronald G. Hackett, AIA Dan L. Hemsath Bryce G. Johnson, MS PE James K. Luedke, PE Renee M. Sheil Gregory T. Smith, AIA Leroy P. Svatora, AIA

Líncoln:

211 North 14th Street Lincoln, Nebraska 68508 Phone: (402) 476-9700 Fax: (402) 476-9722

Омана:

4245 South 143rd Street Suite 5 Omaha, Nebraska 68137 Phone: (402) 341-6600 Fax: (402) 341-6611

www.davisdesign.com

printed on recycled paper

December 7, 2009

Nebraska State Fair Park Attn: Joseph McDermott P.O. Box 81223 Lincoln, NE 68501

RE: State Fair Park – Fonner Park Exhibition Building 3 Grand Island, Nebraska Davis Design Project 08-0192

Joseph,

Enclosed is Sampson Construction Co., Inc's. <u>Application and Certification for</u> <u>Payment No.4</u> dated December 1, 2009.

Based upon our on-site observations, the work has progressed to the point indicated and to the best of our knowledge; the quality of the work is in accordance with the contract documents. Therefore, we recommend that payment be made to Sampson Construction Co., Inc. in the amount of **\$540,000.00**.

Please retain the "Owner" copy for your files and forward the "Contractor" copy together with your payment to Sampson Construction Co., Inc.

Please call <u>me</u> at our Lincoln office if you have any questions or concerns regarding this application for payment.

Sincerely,

DAVIS DESIGN

Chad Vogel Construction Administrator

Enclosure

 cc: Chad Vogel, Construction Administrator Files - Davis Design, Inc. Leroy Savarta, Project Architect - Davis Design, Inc
 Nate Kastens, Project Manager - Sampson Construction Co., Inc. Craig Gies, Executive Team - Sampson Construction Co., Inc. Jon Thomas - Village Development

| 3 PAGE OF PAGES | APPLICATION NO: 4 APPLICATION DATE: 12(1/2009 | ÷ | ECT NO: | | Ц | ALS TOTAL T % L RALANF | COMPLETED (G + C) | AND STORED | |
|--------------------|--|---|--|---|--------|------------------------|-----------------------|-------------|-------|
| AIA DOCUMENT G703 | | | | NEBRASKA STATE FAIR PARK, FONNER PARK, GRAND ISLAND, NEBRASKA | а Э | APLETED MATERIALS | THIS PERIOD PRESENTLY | STORED | |
| | 'MENT, containing | | Jy. | ATE FAIR PARK, | D | WORK COMPLETED | FROM PREVIOUS | APPLICATION | e + e |
| Ь | ICATION FOR PAY | dollar. | or line items may app | NEBRASKA ST | C | SCHEDULED | VALUE | | |
| CONTINUATION SHEET | AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. | In tabulations below, amounts are stated to the nearest dollar. | Use Column I on Contracts where variable retainage for line items may apply. | | B | DESCRIPTION OF WORK | | | |
| ה | Ωğ | pη | ŭ | ſ | - | ΓEM | ý Z | | |

| | NEBRASKA STA | NEBRASKA STA | appy. STATE FAIR PARK, FONNER PARK, GRAND ISLAND, NEBRASKA | FONNER PARH | A 4. GRAND ISL | AKUHI EUTS PKUJEUT NU: LAND, NEBRASKA | JUECT NU: | 02060 | |
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| A | | Ū | D | а | 5 | c | | П | 1 |
| LTEM | DESCRIPTION OF WORK | SCHEDULED | WORK COMPLETED | MPLETED | MATERIALS | TOTAL | % | RALANCE | DETAINACE |
| oʻz | | VALUE | FROM PREVIOUS | THIS PERIOD | PRESENTLY | COMPLETED | (G + C) | TO FINISH | (IF VARIABLE |
| | | | AFFLICATION (D + E) | | STORED (NOT IN | AND STORED TO DATE | | (C - O) | RATE) |
| | EXHIBITION BUILDING #3 | | | | N UN EJ | (UTETE) | | | |
| | FOUNDATIONS | 220,000 | 200.000 | | | 200.000 | 01% | 000 00 | - 000 0C |
| 5 | SLABS | 245,000 | | | | 000000 | 0/1/ | 000'07 | 000,02 |
| ~ ~ | PRECAST | 60,000 | | | | | | 000°C+7 | |
| 4 | | 380.000 | 150.000 | 00007 | | | l | 60,000 | 0 |
| <u>م</u> ر | | 75,000 | 000000 | 000,000 | | 710,000 | %çç | 170,000 | 21,000 |
|) v | | 15,000 | | | | | | 75,000 | 0 |
| | | 40,000 | | | | | | 45,000 | 0 |
| - 0 | | 000,61 | | | | | | 15,000 | 0 |
| | | 125,000 | | | | | | 125,000 | 0 |
| 6 <u>;</u> | _ | 140,000 | | | | | | 140,000 | 0 |
| 2 | | 15,000 | | | | | | 15.000 | 0 |
| 11 | | 65,000 | | | | | · . | 65.000 | |
| 1 | | 18,000 | | | | | | 18 000 | |
| 3 | PAINTING | 52,000. | | | | | | 2000 63 | > < |
| 14 | FLOOR SEALER | 24,000 | | | | | | 24,000 | |
| 15 | SPECIALTIES | 34,000 | | | | | | 34.000 | |
| 10 | METAL BUILDING-MATERIAL | 610.000 | 400.000 | 180.000 | | 200 000 | 020 | 00001 | 000 01 |
| 17 | METAL BUILDING-INSULATION | 85,000 | 200600 | 30.000 | | 30,000 | 7052 | 50,000 | 000,86 |
| 8 | METAL BUILDING-ERECTION | 340,000 | | 120,000 | | 120.000 | 250% | 000,000 | 000 01 |
| 61 | FIRE SPRINKLER | 130.000 | | | | 1+0,000 | | 000,022 | 1 2,000 |
| 20 | HVAC | 290,000 | | 100 000 | | | 2401 | 000,051 | 0 000 01 |
| 21 | PIPING | 300,000 | 125.000 | 60.000 | | 185,000 | 7009 | 115 000 | 1000,01 |
| 22 | ELECTRICAL | 399,000 | 20.000 | 50.000 | | 000'02 | 1001 | 000,011 | 000.01 |
| 23 | PAYMENT & PERFORMANCE BOND | 25,000 | 25,000 | | | 25,000 | 10/01 | 000,420 | 000'' |
| 24 | GENERAL CONDITIONS | 280,000 | 30.000 | | | 30.000 | 11001 | 760.000 | 1 000 |
| 25 | CHANGE ORDER #1 | 247 002 | | | | 000°00 | 02.11 | 000,002 | 3,000 |
| | | 670,246 | | | | | | 342,893 | 0 |
| | GRAND TOTALS | 4,314,893 | 950,000 | 600,000 | 0 | 1,550,000 | 36% | 2.764.893 | 155.000 |
| | | | | | | | | | |

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G703-1992

| | 3730 So. 14th St. 211 North I. Lincoln, NE 68502 Lincoln, NE 68502 CONTRACT FOR: General 211 North I. CONTRACT FOR: General 211 North I. CONTRACT FOR: General 211 North I. CONTRACT OR: General 211 North I. CONTRACT FOR: General 211 North I. Continuation Sheet, AIA Document G703, is attached. 211 North I. Application is made for payment, as shown below, in connection with the Contract. 211 North I. Continuation Sheet, AIA Document G703, is attached. 3 A. TOTAL CONTRACT SUM TO DATE (Line I ± 2) 5 A. TOTAL CONTRACT SUM TO DATE (Line I ± 2) 5 A. TOTAL CONTRACT SUM TO DATE (Line I ± 2) 5 A. TOTAL CONTRACT SUM TO DATE (Line I ± 2) 5 A. TOTAL CONTRACT SUM TO DATE (Line I ± 2) 5 DATE (Column G on G703) 5 D. 10 % of Stored Material 5 Total in Column I of G703) 5 D. 10 % of Stored Material 5 Total I Less Line 5 Total) 5 Total I Less Line 5 Total) 5 A. LILINA LEANED LESS RETAINAGE 5 D. 10 % of Stored Material 5 | a state rair rark ark - Grand Island, Ne ael sign, Inc. h 14th Street h 155,000.00 h 1,555,000.00 h 1,555,000 h 1,555,000,00 h 1,555,000,00 | braska PERIOD TO: 11/30/2009 DANER PERIOD TO: 11/30/2009 ACHITECT CONTRACTOR PROJECT NOS: 09028 CONTRACTOR PROJECT NOS: 09028 CONTRACTOR CONTRACT DATE: 7/10/09 CONTRACTOR The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work for which previous Certificates for Payment tas been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment tas been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment shown herein is now due. CONTRACTOR: Sampson Conduction Co., Inc. CONTRACTOR: Sampson Conduction Co., Inc. C |
|--|---|---|---|
| \$342,893.00 \$0.00 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract. | TOTALS \$342,89 NET CHANGES by Change Order \$ | .893.00 | cate is not negotiable. The AMOUNT CERTIFIED is payable only to the named herein. Issuance, payment and acceptance of payment are without any rights of the Owner or Contractor under this Contract. |



City of Grand Island

Tuesday, December 15, 2009 Council Session

Item X1

Update Concerning IBEW Union Negotiations

The City Council may vote to go into Executive Session as required by State law to discuss IBEW Union negotiations.

Staff Contact: Dale Shotkoski