
City of Grand Island



Tuesday, January 26, 2010

Council Session Packet

City Council:

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.

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, January 26, 2010

Council Session

Item E1

**Public Hearing on Re-Adoption of the City of Grand Island
Official Zoning Map**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: January 26, 2010

Subject: Re-adoption City of Grand Island Zoning Map (C-04-2010GI)

Item #'s: E-1 & G-6

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

Background

Concerning the re-adoption of the City of Grand Island Zoning Map, as produced using the Hall County Geographic Information System as the official zoning map for the City of Grand Island.

Discussion

At the regular meeting of the Regional Planning Commission, held January 6, 2010, the above item was considered following a public hearing. On March 25, 2008 the Grand Island City Council approved using a map produced from the Hall County GIS as the official zoning map for the City of Grand Island based on the 2004 Comprehensive Plan for the City of Grand Island with all changes to the map as approved through March 25, 2008. As a matter of course, the City of Grand Island occasionally re-adopts the zoning map incorporating all changes since the last re-adoption of the entire map along with other changes as recommended by staff and the Hall County Regional Planning Commission. This will allow a newly revised and adopted copy of the map to be printed for official use by Council, staff and the general public. This hearing is being held for that purpose. This map will also serve to give notice to all parties that the Grand Island City limits, and 2 mile extraterritorial jurisdiction, is as shown on the map. Following some additional discussion a motion was made by Haskins and seconded by Aguilar, to recommend the approval of the above Re-adoption of the Zoning Map for the City of Grand Island as presented. A roll call vote was taken and the motion passed with 7 members present all voting in favor (Aguilar, O'Neill, Ruge, Hayes, Reynolds, Haskins and Connelly).

BACKGROUND:

The following chart shows the changes that have been approved by the Regional Planning Commission and the Grand Island City Council since March 25, 2008, including proposed changes through January 26, 2010.

Id	ORD	CHANGE	LEGAL	CASE	FILEDATE
1	9226	R2 & LLR TO B2	PT. LT. 34 MATTEWS SUB. & PT OF NW 1/4,SW 1/4, SEC 27-11-09	C-20-2009GI	07/14/2009
2	9225	R2 to R4	LT. 9 ISLAND ACRES SUB.	C-19-2009GI	07/14/2009
3	9221	M2 to R3	PT. E 1/2, NW 1/4, SE 1/4, SEC. 21-11-09	C-15-2009GI	05/26/2009
4	9220	M2 to LLR	S 1/2 LT. 4 GARDEN PLACE SUB. PT. SEC. 3-11-09	C-14-2009HC	05-26-2009
5	9212	B2 to M2	PT. NE 1/4,NW 1/4, SEC. 12-11-09	C-12-2009GI	03-24-2009
6	9211	TA to M1	PT. SE 1/4,NE 1/4, SEC. 25-11-10	C-10-2009GI	03-24-2009
7	9174	CD to Amended CD	LOT 8 GRAND ISLAND MALL 8TH SUB.	C-16-2008GI	06-24-2008
8	9173	RD to Amended RD	GOOD SAMARITAN SUB.	C-15-2008GI	07-24-2008

The changes shown on this chart are represented on the new version of the Grand Island Zoning map. A map delineating the location of these changes is attached.

The following areas approved for annexation by the Grand Island City Council between March 25, 2008 and January 26, 2010. See Attached Map.

ID	ORDINANCE	LEGAL	COMMENTS
1	9078	Part of the SE ¼ of Sec, 4,11,9	Capital Ave. East of BNSF Rail
2	9214	Case New Holland	US 281 and Webb Road

The annexations shown above did not impact the 2 mile extraterritorial jurisdiction of the City.

ADDITIONAL CHANGES

No additional changes are being recommended to the Zoning Map this year.

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 proposed changes as presented.

Sample Motion

Move to approve as recommended.

Agenda Item # 4

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING December 7, 2009

SUBJECT: Concerning the re-adoption of the City of Grand Island Zoning Map as produced using the Hall County Geographic Information System as the official zoning map for the City of Grand Island. (C-04-2010GI)

PROPOSAL:

On March 25, 2008 the Grand Island City Council approved using a map produced from the Hall County GIS as the official zoning map for the City of Grand Island based on the 2004 Comprehensive Plan for the City of Grand Island with all changes to the map as approved through March 25, 2008. As a matter of course, the City of Grand Island occasionally re-adopts the zoning map incorporating all changes since the last re-adoption of the entire map along with other changes as recommended by staff and the Hall County Regional Planning Commission. This will allow a newly revised and adopted copy of the map to be printed for official use by Council, staff and the general public. This hearing is being held for that purpose. This map will also serve to give notice to all parties that the Grand Island City limits, and 2 mile extraterritorial jurisdiction, is as shown on the map.

BACKGROUND:

The following chart shows the changes that have been approved by the Regional Planning Commission and the Grand Island City Council since March 25, 2008, including proposed changes through January 26, 2010.

Id	ORD	CHANGE	LEGAL	CASE	FILEDATE
1	9226	R2 & LLR TO B2	PT. LT. 34 MATTEWS SUB. & PT OF NW 1/4, SW 1/4, SEC 27-11-09	C-20-2009GI	07/14/2009
2	9225	R2 to R4	LT. 9 ISLAND ACRES SUB.	C-19-2009GI	07/14/2009
3	9221	M2 to R3	PT. E 1/2, NW 1/4, SE 1/4, SEC. 21-11-09	C-15-2009GI	05/26/2009
4	9220	M2 to LLR	S 1/2 LT. 4 GARDEN PLACE SUB. PT. SEC. 3-11-09	C-14-2009HC	05-26-2009
5	9212	B2 to M2	PT. NE 1/4, NW 1/4, SEC. 12-11-09	C-12-2009GI	03-24-2009
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The changes shown on this chart are represented on the new version of the Grand Island Zoning map. A map delineating the location of these changes is attached.

The following areas approved for annexation by the Grand Island City Council between March 25, 2008 and January 26, 2010. See Attached Map

ID	ORDINANCE	LEGAL	COMMENTS
1	9078	Part of the SE ¼ of Sec, 4,11,9	Capital Ave. East of BNSF Rail
2	9214	Case New Holland	US 281 and Webb Road

The annexations shown above did not impact the 2 mile extraterritorial jurisdiction of the City.

ADDITIONAL CHANGES

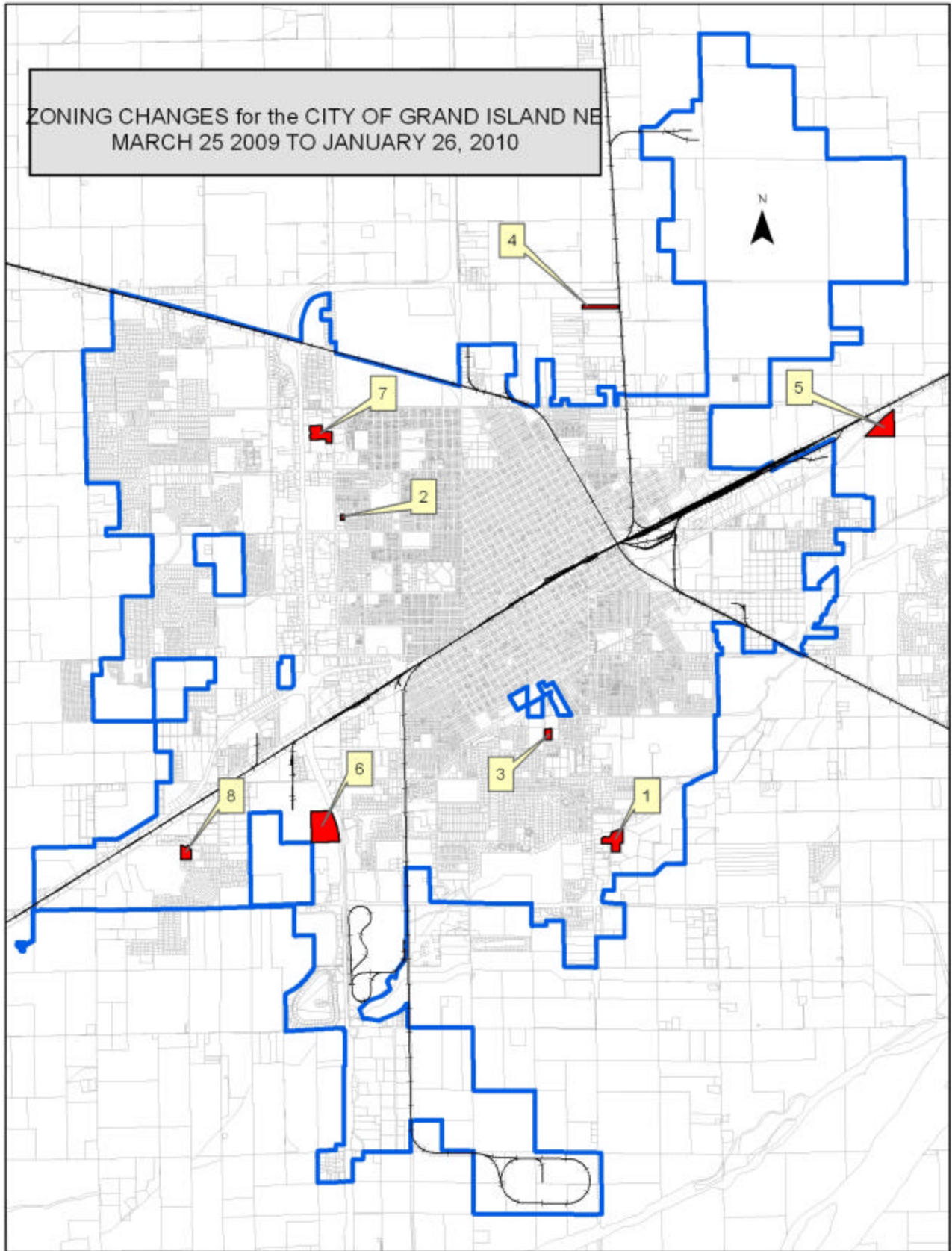
No additional changes are being recommended to the Zoning Map this year.

RECOMMENDATION:

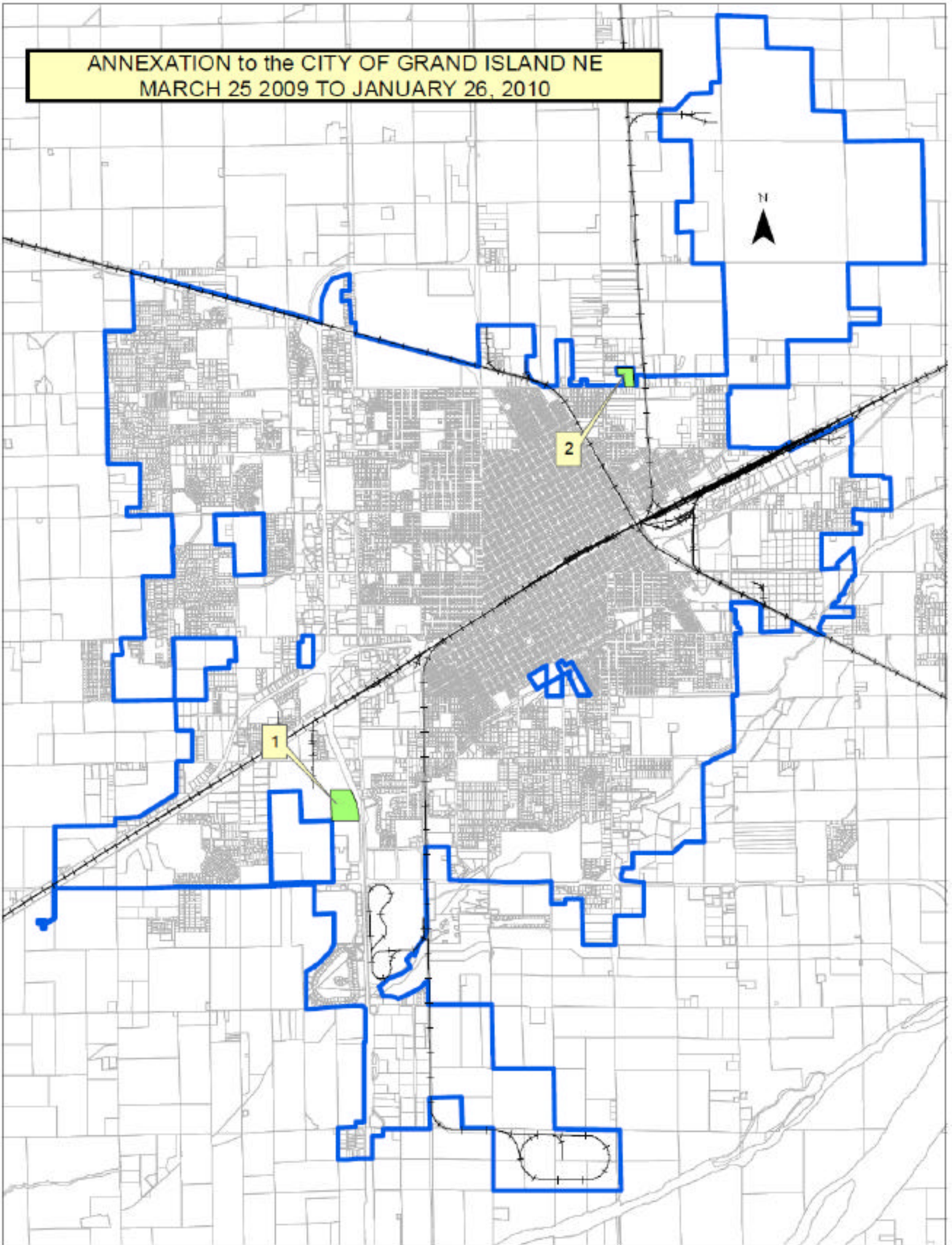
That the Regional Planning Commission recommend that the City Council of Grand Island adopt this map as presented as the official Zoning Map for the City of Grand Island.

_____ Chad Naby AICP, Planning Director

ZONING CHANGES for the CITY OF GRAND ISLAND NE
MARCH 25 2009 TO JANUARY 26, 2010



ANNEXATION to the CITY OF GRAND ISLAND NE
MARCH 25 2009 TO JANUARY 26, 2010





City of Grand Island

Tuesday, January 26, 2010

Council Session

Item E2

**Public Hearing on Amending the Zoning for Property Located at
1613 and 1615 Hope Street - RD Residential Development**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: January 26, 2010

Subject: Rezone RD Zone to Amended RD Zone – 1613 & 1615 Hope St., Grand Island

Item #'s: E-2 & F-1

Presenter(s): Chad Nabity, Regional Planning Director

Background

This property is located north of Church Road and east of Hope Street to amend the existing Nottingham Estates RD-Residential Development zone, east side of Hope Street and north of Church Road, to combine lots 19 and 20 of Nottingham Estates Subdivision and permit the construction of a duplex unit on the combined lots, in the City of Grand Island.

Discussion

Nabity explained this request is to amend the existing Nottingham Estates RD-Residential Development zone, to combine lots 19 and 20 of Nottingham Estates Subdivision and permit the construction of a duplex unit on the combined lots. This amendment request represents a change to the final development plan approval issued in 1981, as part of the Nottingham Estates RD-Residential Development rezoning of the subject property. The original plat as approved would have the building on lots 19 and 20 connected with the building on the lot to the north. Changes to the development plan were approved in 1992 to build the existing units to the north on the corner. Additional changes were approved for the duplex immediately north of this property in 2007. No changes were made at that time to the plan for Lots 19 and 20 as they were under separate ownership and not included in that application. The property is not currently being used or maintained in a residential manner. Changes to the development plan as presented would allow for compatible residential development and would finish out this subdivision. Sewer and Water are available. A motion was made by Ruge and seconded by Aguilar to approve the amended rezone as presented. A roll call vote was taken and the motion passed with 7 members present (Aguilar, O'Neill, Ruge, Hayes, Reynolds Haskins and Connelly) voting in favor and no members present abstaining.

Alternatives

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

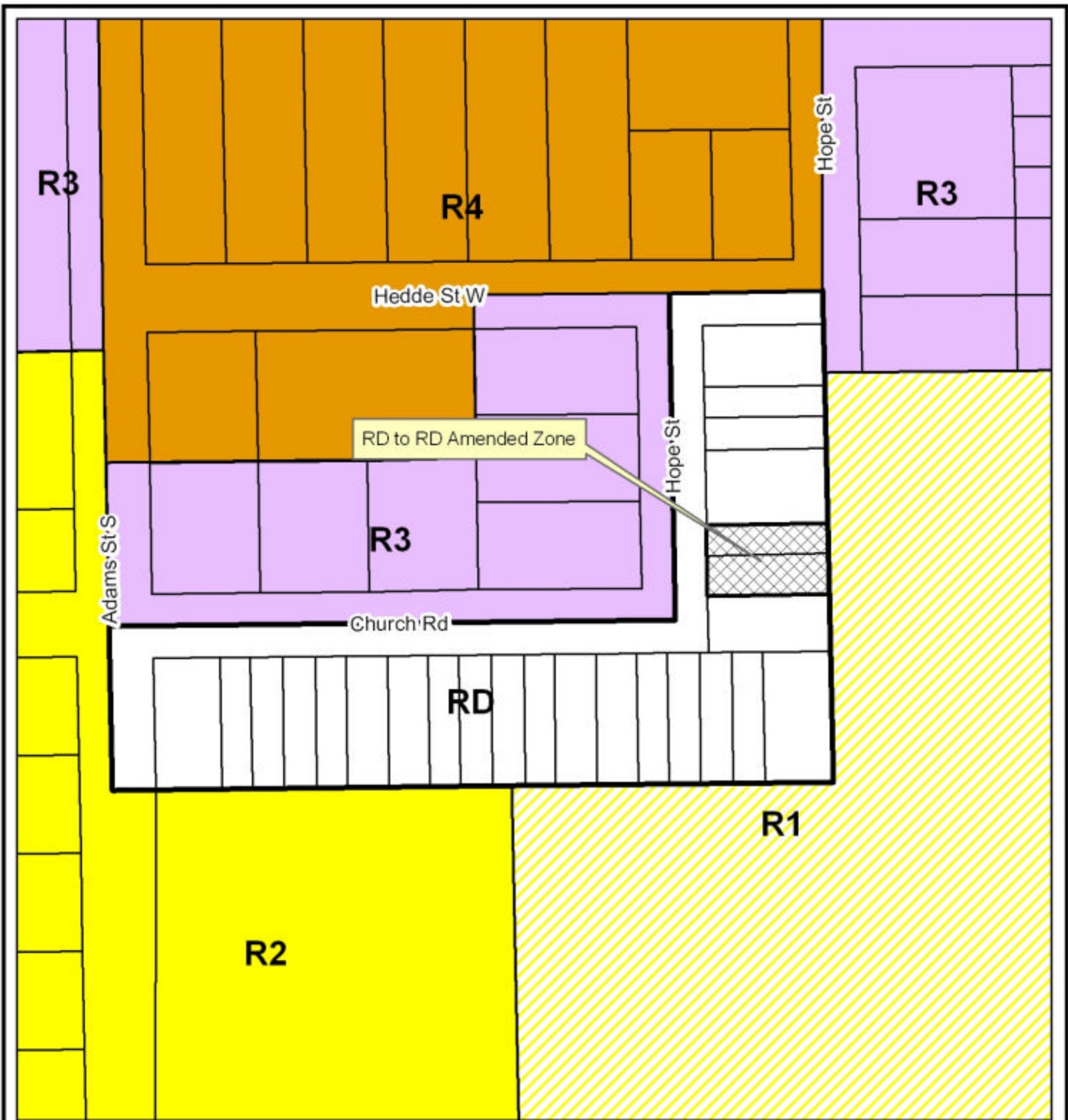
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the amended rezone as presented.

Sample Motion

Move to approve as recommended.





Requested Zoning



Scale : NONE
C-05-2010GI



-  From RD : Residential Development Zone
-  to RD Amended Residential Development Zone



THE WYOMING PLANNING COMMISSION
1000 S. GARDNER AVENUE, SUITE 100, CHEYENNE, WYOMING 82002

Agenda Item #5

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

December 7, 2009

SUBJECT: *Amendment Request C-05-2010GI*

PROPOSAL: To amend the existing Nottingham Estates RD-Residential Development zone, east side of Hope Street and north of Church Road, to combine lots 19 and 20 of Nottingham Estates Subdivision and permit the construction of a duplex unit on the combined lots.

OVERVIEW:

Site Analysis

<i>Current zoning designation:</i>	RD-Residential Development Zone
<i>Comprehensive Plan Designation:</i>	Low to Medium Density Residential
<i>Existing land uses:</i>	Vacant Property
<i>Site constraints:</i>	None.

Adjacent Properties Analysis

<i>Current zoning designations:</i>	North: RD-Residential Development Zone South: RD-Residential Development Zone, East: R1-Suburban Family Residential West: R3-Medium Density Residential
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<i>Comprehensive Plan Designation:</i>	North: Low to Medium Density Residential South: Low to Medium Density Residential East: Public West: Low to Medium Density Residential
<i>Existing land uses:</i>	North: Town House Development, Duplex South: Town House Development East: School Athletic Field West: Vacant

OVERVIEW:

- This amendment request represents a change to the final development plan approval issued in 1981, as part of the Nottingham Estates RD-Residential Development rezoning of the subject property.
- The original plat as approved would have the building on lots 19 and 20 connected with the building on the lot to the north.
- Changes to the development plan were approved in 1992 to build the existing units to the north on the corner. Additional changes were approved for the duplex immediately north of this property in 2007. No changes were made at that time to the plan for Lots 19 and 20 as they were under separate ownership and not included in that application.

- The property is not currently being used or maintained in a residential manner. Changes to the development plan as presented would allow for compatible residential development and would finish out this subdivision.
- Sewer and Water are available

Positive Implications:

- *Complementary Use:* The additional residential lots will encourage a more finished residential look and feel in this area.
- *Consistent with the Comprehensive Plan:* Development in the proposed manner is consistent with the comprehensive plan.
- *Promotes infill development:* These lots have existed since 1981 and have not been built upon. The amended development plan would permit building on these lots.

Negative Implications:

- *None*

RECOMMENDATION:

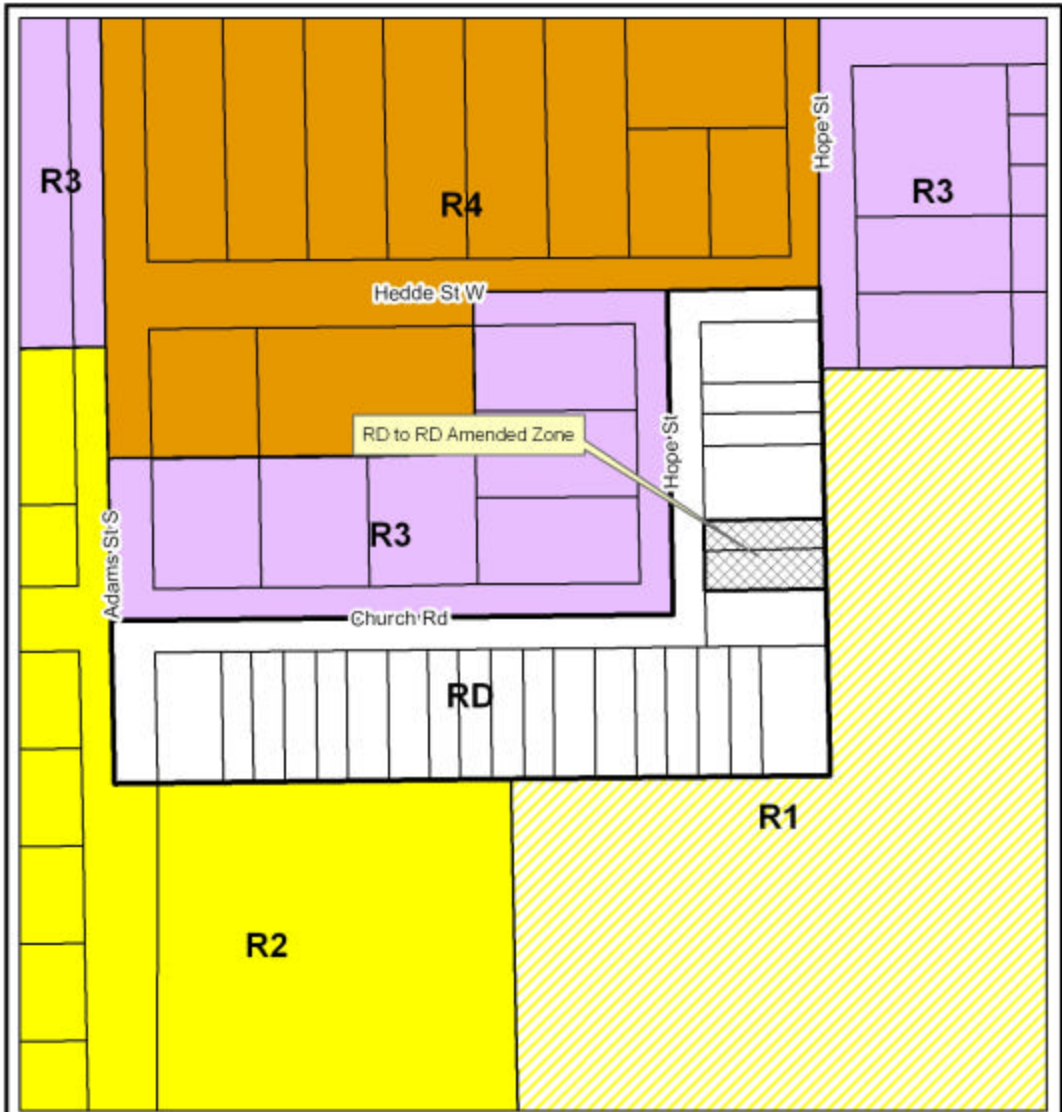
That the Regional Planning Commission recommend that City Council **approve** this request to amend the RD-Residential Development Zone as shown on the final plat for Nottingham Estates Second Subdivision in the City of Grand Island.

_____ Chad Nabity AICP, Planning Director





LOCATION MAP



Requested Zoning



Scale : NONE
C-05-2010GI



-  From RD : Residential Development Zone
-  to RD Amended Residential Development Zone





City of Grand Island

Tuesday, January 26, 2010

Council Session

Item E3

**Public Hearing on Redevelopment Plan for Real Estate between
9th Street and 12th Street along Poplar Street**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP
Meeting: January 26, 2010
Subject: Amendment to Redevelopment Plan for CRA Area #1
Item #'s: E-3 & G-7
Presenter(s): Chad Nabity, AICP CRA Director

Background

Redevelopment plan amendment for property located in Blight and Substandard Area #1 along Poplar Street between 9th Street and 12th Street in Grand Island Nebraska and other properties as necessary to support this development.

Habitat for Humanity is proposing to build houses on at least 4 vacant lots along Poplar Street. City water is not available to the lots. City water is available on 9th Street, 11th Street and 12th Street. The CRA is proposing to finance a project to install the water line. CRA intends to recoup their investment from the water line through Tax Increment Financing. The installation of this water line will benefit all of the houses along this stretch of Poplar Street and create 3 additional buildable lots beyond the 4 Habitat is planning to build on.

The purpose of the CRA and the designated blight and substandard areas is to provide incentives for development in underdeveloped areas of the community. This project will provide commercial development in a location that is intended for these uses. Development of this property should prevent further decay of this neighborhood. This area has already been declared blighted and substandard by the CRA, the Hall County Regional Planning Commission and the Grand Island City Council.

This project is **consistent** with the **existing zoning** and the **future land use plan** for the City of Grand Island. This is evidenced by the fact that the property is zoned R2 Medium Density Residential housing units are allowed in this district at the proposed housing density.

Discussion

At the regular meeting of the Regional Planning Commission, held January 6, 2010, the above item was considered following a public hearing. A motion was made by Aguilar and seconded by Reynolds, to recommend the approval of the Redevelopment Plan for 11th & Poplar as presented. A roll call vote was taken and the motion passed with 7 members present all voting in favor (Aguilar, O'Neill, Ruge, Hayes, Reynolds, Haskins and Connelly).

Council is being asked to approve a resolution approving the cost benefit analysis as presented along with the amended redevelopment plan for CRA Area #1 and authorizes the CRA to execute a contract for TIF based on the plan amendment.

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.

Agenda Item #6

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

December 4, 2009

SUBJECT:

Redevelopment plan amendment for property located in Blight and Substandard Area #1 along Poplar Street between 9th Street and 12th Street in Grand Island Nebraska and other properties as necessary to support this development. (C-06-2010GI)

PROPOSAL:

Habitat for Humanity is proposing to build houses on at least 4 vacant lots along Poplar Street. City water is not available to the lots. City water is available on 9th Street, 11th Street and 12th Street. The CRA is proposing to finance a project to install the water line. CRA intends to recoup their investment from the water line through Tax Increment Financing. The installation of this water line will benefit all of the houses along this stretch of Poplar Street and create 3 additional buildable lots beyond the 4 Habitat is planning to build on.

OVERVIEW:

The purpose of the CRA and the designated blight and substandard areas is to provide incentives for development in underdeveloped areas of the community. This project will provide commercial development in a location that is intended for these uses. Development of this property should prevent further decay of this neighborhood. This area has already been declared blighted and substandard by the CRA, the Hall County Regional Planning Commission and the Grand Island City Council.

This project is **consistent** with the **existing zoning** and the **future land use plan** for the City of Grand Island. This is evidenced by the fact that the property is zoned R2 Medium Density Residential housing units are allowed in this district at the proposed housing density.

The Regional Planning Commission recommendation is limited to the appropriateness of the proposed use at this location. The Grand Island Comprehensive Plan and Zoning Map both call for residential uses at this location.

The Planning Commission is required to comment on these applications to confirm that expenditure of public funds through TIF is not supporting uses that would be inconsistent with the Comprehensive Plan. The proposed use for residential units at this location **is** supported by the plan.

RECOMMENDATION:

That the Regional Planning Commission recommend that City Council **approve** of the redevelopment plan amendment as submitted. A resolution is attached for your consideration.

_____ Chad Nabity AICP, Planning Director



City of Grand Island

Tuesday, January 26, 2010

Council Session

Item E4

**Public Hearing on Redevelopment Plan for Real Estate Located at
the Southeast Corner of 4th Street and Cedar Street**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP
Meeting: January 26, 2010
Subject: Amendment to Redevelopment Plan for CRA Area #1
Item #'s: E-4 & G-8
Presenter(s): Chad Nabity, AICP CRA Director

Background

Redevelopment plan amendment for property located in Blight and Substandard Area #1 at the southeast corner of 4th and Cedar Streets in Grand Island Nebraska and other properties as necessary to support this development.

Pharmacy Properties LLC is proposing to a U-Save Pharmacy at the corner of 4th and Cedar. The developer is seeking Tax Increment Financing to offset the cost of acquisition of the property and site preparation. The property is vacant and has been since 1956.

The purpose of the CRA and the designated blight and substandard areas is to provide incentives for development in underdeveloped areas of the community. This project will provide commercial development in a location that is intended for these uses. Development of this property should prevent further decay of this neighborhood. This area has already been declared blighted and substandard by the CRA, the Hall County Regional Planning Commission and the Grand Island City Council.

This project is **consistent** with the **existing zoning** and the **future land use plan** for the City of Grand Island. This is evidenced by the fact that the property is zoned B2 General Business Zone. Retail pharmacies are allowed in this district.

Discussion

At the regular meeting of the Regional Planning Commission, held January 6, 2010, the above item was considered following a public hearing. A motion was made by Aguilar and seconded by Haskins, to recommend the approval of the Redevelopment Plan for 423 W 4th St. as presented. A roll call vote was taken and the motion passed with 7 members present all voting in favor (Aguilar, O'Neill, Ruge, Hayes, Reynolds, Haskins and Connelly).

Council is being asked to approve a resolution approving the cost benefit analysis as presented along with the amended redevelopment plan for CRA Area #1 and authorizes the CRA to execute a contract for TIF based on the plan amendment.

Alternatives

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

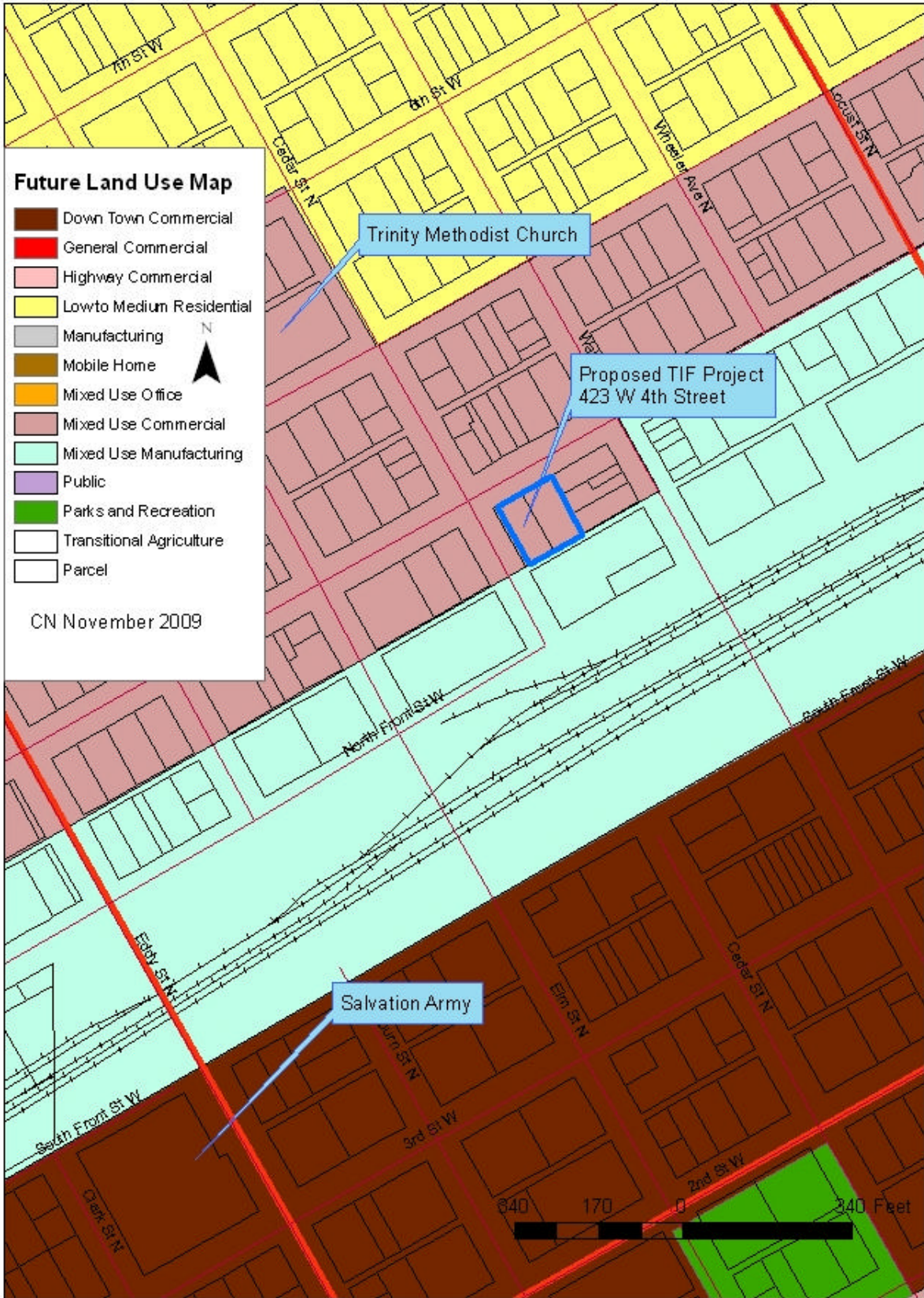
1. Move to approve the resolution
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

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.



Agenda Item #7

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

December 4, 2009

SUBJECT:

Redevelopment plan amendment for property located in Blight and Substandard Area #1 at the southeast corner of 4th and Cedar Streets in Grand Island Nebraska and other properties as necessary to support this development. (C-07-2010G)

PROPOSAL:

Pharmacy Properties LLC is proposing to a U-Save Pharmacy at the corner of 4th and Cedar. The developer is seeking Tax Increment Financing to offset the cost of acquisition of the property and site preparation. The property is vacant and has been since 1956.

OVERVIEW:

The purpose of the CRA and the designated blight and substandard areas is to provide incentives for development in underdeveloped areas of the community. This project will provide commercial development in a location that is intended for these uses. Development of this property should prevent further decay of this neighborhood. This area has already been declared blighted and substandard by the CRA, the Hall County Regional Planning Commission and the Grand Island City Council.

This project is **consistent** with the **existing zoning** and the **future land use plan** for the City of Grand Island. This is evidenced by the fact that the property is zoned B2 General Business Zone. Retail pharmacies are allowed in this district.

The Regional Planning Commission recommendation is limited to the appropriateness of the proposed use at this location. The Grand Island Comprehensive Plan and Zoning Map both call for residential uses at this location.

The Planning Commission is required to comment on these applications to confirm that expenditure of public funds through TIF is not supporting uses that would be inconsistent with the Comprehensive Plan. The proposed use for residential units at this location **is** supported by the plan.

RECOMMENDATION:

That the Regional Planning Commission recommend that City Council **approve** of the redevelopment plan amendment as submitted. A resolution is attached for your consideration.

_____ Chad Nabity AICP, Planning Director

**Redevelopment Plan Amendment
Grand Island CRA Area #1
November 2009**

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

**Executive Summary:
Project Description**

THE ACQUISITION OF PROPERTY AT 4TH AND CEDAR STREETS BY THE DEVELOPER AND SUBSEQUENT SITE CLEAN UP AND EARTHWORK, UTILITY, LANDSCAPING AND PARKING IMPROVEMENTS NECESSARY FOR THE CONSTRUCTION AND OPERATION OF A RETAIL PHARMACY AT THIS LOCATION.

This property has sat vacant for more than 30 years. The use of Tax Increment Financing to aid in the acquisition and clean up of the property makes it feasible for the proposed development.

The acquisition and site work will be paid for by the developer. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the acquisition and site work. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2011 towards the allowable costs and associated financing for the acquisition and site work.

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

Property Description (the “Redevelopment Project Area”)

This property is located at the southeast corner of 4th Street and Cedar Street in northeast Grand Island including:

- Lots 3 and 4 of Block 39 of Grand Island Original Town

The tax increment will be captured for the tax years the payments for which become delinquent in years 2012 through 2025, inclusive.

The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The increase will come from the retail pharmacy to be constructed on the property to be acquired.

Statutory Pledge of Taxes.

Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property in the Redevelopment Project Area shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall be January 1, 2011.

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

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

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

Redevelopment Plan Amendment Complies with the Act:

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

1. The Redevelopment Project Area has been declared blighted and substandard by action of the Grand Island City Council on December 19, 2000.[§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.
2. Conformation to the General Plan for the Municipality as a whole. [§18-2103 (13) (a) and §18-2110]

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

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

a. Land Acquisition:

The Redevelopment Plan for Area #1 provides for real property acquisition and this plan amendment does not prohibit such acquisition.

b. Demolition and Removal of Structures:

The project to be implemented with this plan does not intend that any structures be removed or demolished. This amendment does not prohibit demolition elsewhere in the Redevelopment Project Area.

c. Future Land Use Plan

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

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

The area is zoned B2- General Business zone. Commercial development is anticipated based on this project. No changes are anticipated in street layouts or grades. No changes

are anticipated in building codes or ordinances. Nor are any other planning changes contemplated. [§18-2103(b) and §18-2111]

e. Site Coverage and Intensity of Use

The developer is proposing to a retail pharmacy at this site. The total square footage of the building will be 3,150 square feet. The property is zoned B2 General Business and could accommodate a building of up to 100% of the property or 17,424 square feet. [§18-2103(b) and §18-2111]

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.

f. 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.

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

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

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

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

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

The developer has provided a copy of the purchase agreement for the property with a purchase price of \$96,000. Costs for preparation for development are estimated at \$77,000.

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

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

The developer will provide all necessary financing for the project. That portion of the borrowed funds that can be attributed to eligible expenditures including: acquisition of the property; and subsequent site clean up and earthwork, utility, landscaping and parking improvements as necessary; and architecture, engineering and legal fees; and interest associated with the debt issued to cover these expenditures. . These funds will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2011 through December 2025.

c. Statement of feasible method of relocating displaced families.

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

7. Section 18-2113 of the Act requires:

Prior to recommending a redevelopment plan to the governing body for approval, an authority shall consider whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the city and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from

fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations or conditions of blight.

The Authority has considered these elements in proposing this Plan Amendment. This amendment, in and of itself will promote consistency with the Comprehensive Plan, in that it will allow for the utilization of undeveloped commercial lots. The only conceivable impact as a result of the proposed project is the creation of additional retail space in a commercial district. This will impact traffic on 4th Street. New commercial development will raise property values and provide a stimulus to keep surrounding properties properly maintained. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions.

8. Time Frame for Development

Development of this project is anticipated to be completed during the 2010 and 2011 calendar years. 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 2011 tax year.

9. Justification of Project

This property has been vacant for more than 30 years. This is infill development in an area with all city services available. Pharmacy Properties LLC is proposing to build a retail pharmacy in this area. Very little new construction has occurred within the 4th street business district in the last 30 years. This project does not propose to tear down any buildings with historic value but rather seeks to use vacant property for new construction.

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

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

The redevelopment project area currently has an estimated valuation of \$39,495. After acquisition of the property and subsequent improvements a retail pharmacy will be built at this location. This will result in a \$387,000 commercial building being placed on the tax rolls. The proposed investment is substantially higher than the taxable value of the building. No tax shifts are anticipated from the project. The project creates additional valuation that will support taxing entities long after the project is paid off.

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

No additional public service needs have been identified.

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

The proposed facility will provide job for pharmacists and associated retail personnel.

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

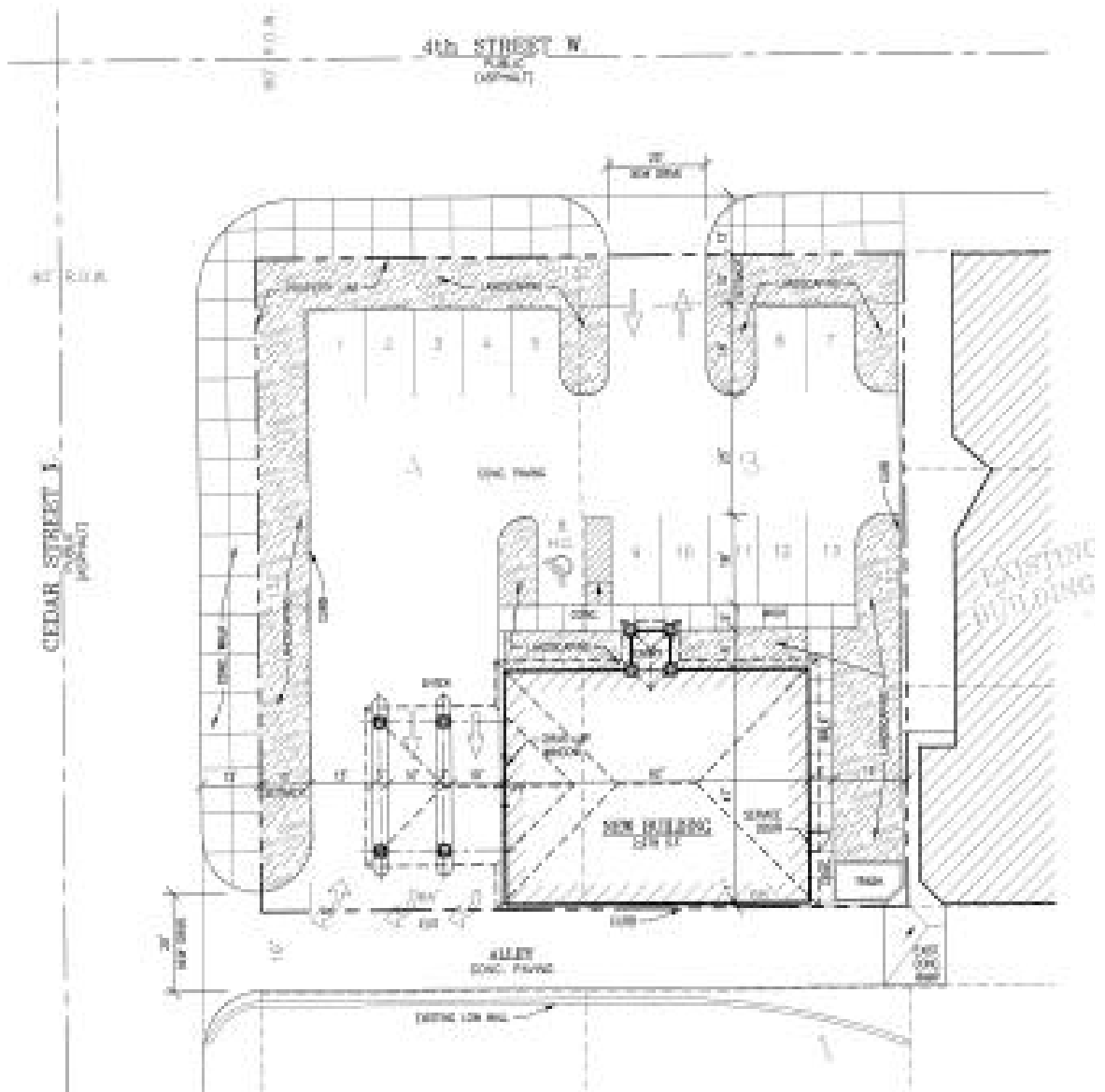
This facility could draw employees from other similar facilities within the City.

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

This proposed development represents some of the first new construction along this stretch of 4th Street in many years. Many of the existing buildings have been rehabilitated and reused but there has been little to no new construction.

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 in 2012. 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 \$111,000. Based on the purchase price of the property and estimates of the expenses of eligible activities the developer will spend \$177,000 on TIF eligible activities.



Proposed Site Plan for Development at 423 W 4th Street in Grand Island, NE



BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name:

PHARMACY PROPERTIES LLC

Address:

2105 S LOCUST ST GRAND ISLAND NE 68801

Telephone No.: 308 398 1964 Fax No.:

308 384 1361

Contact:

MIKE HAMIK SHELBY THIESZEN

Brief Description of Applicant's

Business: COMMERCIAL PROPERTY DEVELOPMENT

AND LEASING

Present Ownership Proposed Project Site: 4th & CEDAR GRAND ISLAND NE
SOUTH EAST CORNER LOT OF INTERSECTION

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

45 x 70 = 3150 ft² BUILDING
132 x 132 = 17424 ft² PROPERTY
WOOD FRAME BRICK EXTERIOR CONCRETE
FLOOR

If Property is to be Subdivided, Show Division Planned:

VI. Estimated Project Costs:

Acquisition Costs:

A. Land \$ 96,000

B. Building \$ 0

Construction Costs:

A. Renovation or Building Costs: \$ 700,000

B. On-Site Improvements: \$ 100,000

<u>Soft Costs:</u>		
A. Architectural & Engineering Fees:		\$ 22,000 12,000

B. Financing Fees:		\$ 568,000

C. Legal/Developer/Audit Fees:		\$ 5,000

D. Contingency Reserves:		\$

E. Other (Please Specify)		\$

	TOTAL	\$ 923,000 1,491,000

Total Estimated Market Value at Completion: _____ \$ 950,000

Source of Financing:		
A. Developer Equity:		\$ 207,845 50,000

B. Commercial Bank Loan:		\$ 900,000 1,000,000

Tax Credits:		
1. N.I.F.A.		\$

2. Historic Tax Credits		\$

D. Industrial Revenue Bonds:		\$

E. Tax Increment Assistance:

\$ 283,155

F. Other

\$

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

~~ROBERT W. ENGEL 2110 S 156th CIRCLE OMAHA NE 68130
402-330-8287~~

J L PARTINGTON CONSTRUCTION 2014 STAGE COACH RD
308-384-7089 GRAND ISLAND NE 68801

RICHARD E WILLIS & ASSOC 2716 W OLD HIGHWAY 30 #B
PO BOX 1705 GRAND ISLAND NE 68801
308.384-1810

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

(Please Show Calculations)

$950,000 \times 2.07\% = 19,665.00$

Project Construction Schedule:

Construction Start Date:

MARCH 2010

Construction Completion Date:

SEPTEMBER 2010

If Phased Project:

_____ Year _____ %

Complete

_____ Year _____ %

Complete

XII. Please Attach Construction Pro Forma

XIII. Please Attach Annual Income & Expense Pro Forma

(With Appropriate Schedules)

TAX INCREMENT FINANCING REQUEST INFORMATION

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

AMOUNT OF INCREMENTAL PROSPECTIVE ANNUAL REAL
ESTATE TAXES OVER 2008 TAXES ON THE PROPERTY
FOR 15 YEARS WILL BE USED TO FINANCE FUNDS
TO DEVELOP THE PROPERTY

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

for Proposed Project: TIF IS AN ESSENTIAL COMPONENT
IN THE OVERALL FINANCING OF THE PROJECT
IN ORDER TO CREATE AND SUSTAIN A COMPETITIVE
AND NECESSARY BUSINESS FOR THIS NEIGHBORHOOD.

Municipal and Corporate References (if applicable). Please identify all other
Municipalities, and other Corporations the Applicant has been involved with, or

has completed developments in, within the last five (5) years, providing contact person, telephone and fax numbers for each:

IV. Please Attach Applicant's Corporate/Business Annual Financial Statements for the Last Three Years.

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

U SAVE PHARMACY **PROPOSED
Income Statement**

**Current Year - Standard
First 12 months of operation**

	Amount	% Sales
SALES		
Rx	2,000,000.00	96.23%
OTC	65,000.00	3.13%
Hallmark/Gifts	11,700.00	0.56%
Food	1,500.00	0.07%
Total SALES	2,078,200.00	99.99%
OTHER INCOME		
Interest	0.00	0.00%
Miscellaneous income	125.00	0.01%
Total OTHER INCOME	125.00	0.01%
Total Sales	2,078,325.00	100.00%
COST OF SALES		
Rx	1,900,000.00	91.42%
OTC	45,000.00	2.17%
Gifts	14,000.00	0.67%
Food	1,000.00	0.05%
Rebates	-81,600.00	-3.93%
Beginning inventory - Rx	0.00	0.00%
Beginning inventory - OTC	0.00	0.00%
Beginning inventory - Gifts	0.00	0.00%
Beginning inventory - food	0.00	0.00%
Ending inventory - Rx	-225,000.00	-10.83%
Ending inventory - OTC	-15,000.00	-0.72%
Ending inventory - Gifts	-7,300.00	-0.35%
Ending inventory - Food	-700.00	-0.03%
Total COST OF SALES	1,630,400.00	78.45%
Gross Profit	447,925.00	21.55%
OPERATING EXPENSES		
Manager wages	120,000.00	5.77%
Labor	110,000.00	5.29%
Contract labor	1,000.00	0.05%
Bank card charges	5,500.00	0.26%
Office supplies	9,000.00	0.43%
Vehicle	1,000.00	0.05%
Supplies	7,500.00	0.36%
Repairs	3,500.00	0.17%
Utilities	5,000.00	0.24%
Telephone	5,000.00	0.24%
Advertising	10,000.00	0.48%
Postage/Freight	2,000.00	0.10%
Coupons	750.00	0.04%
Rent	72,000.00	3.46%
Other rent	800.00	0.04%
Payroll taxes	20,000.00	0.96%
Other taxes	20,000.00	0.96%
Insurance	15,500.00	0.75%
interest	20,000.00	0.96%
401-K match	5,000.00	0.24%
Professional fees	2,000.00	0.10%
Fees, dues, subscriptions	7,500.00	0.36%
Bad debts	500.00	0.02%
Bank charges	150.00	0.01%
Donations	1,000.00	0.05%
Computer expense	18,000.00	0.87%
Total OPERATING EXPENSES	462,700.00	22.26%
Operating Profit	-14,775.00	-0.71%
OTHER INCOME/EXPENSE		
Cash long/short	0.00	0.00%
Total OTHER INCOME/EXPENSE	0.00	0.00%
Net Profit	-14,775.00	-0.71%



P.O. Box 1507 • Grand Island, NE 68802 • (308) 384-5350

October 8, 2009

Michael Hamik
Pharmacy Properties

Dear Mike:

Five Points Bank agrees to provide financing for your company for an amount of \$1,000,000. The interest rate would be 6.5% initially for five years. The rate would then be a five year variable rate with a 5% floor and 8% ceiling with a fifteen year amortization and term. This loan approval is contingent upon receiving clear title, adequate appraised value, and your company receiving TIF approval from the City of Grand Island.

Please contact me if you have questions regarding this information.

Sincerely,



Edward M. O'Boyle
Executive Vice President

EMO:jljg



City of Grand Island

Tuesday, January 26, 2010

Council Session

Item E5

**Public Hearing for Community Revitalization CDBG Phase 1
Grant Application**

Staff Contact: Joni Kuzma

Council Agenda Memo

From: Joni Kuzma, Community Development Administrator

Council Meeting: January 26, 2010

Subject: Public Hearing on Community Revitalization Phase 1
Block Grant Application

Item #: E-5 & G-9

Presenter(s): Joni Kuzma, Community Development Administrator

Background

In 2005, the Nebraska Department of Economic Development (NDED) developed a program to utilize Community Development Block Grant (CDBG) funds in eight Nebraska municipalities with populations between 20,000 and 49,999. The program allocates grant funds over a multi-year period to meet locally identified needs that are CDBG eligible. The City received grant funds in 2005 for the initial assessment and revitalization strategy and was awarded subsequent funding of approximately \$260,000 per year in 2006, 2007 and 2008 to use for redevelopment projects in a specifically defined low-to moderate income neighborhood within city boundaries. The final phase of the three years was completed in December 2009.

In November 2009, the Comprehensive Needs Assessment and Revitalization Strategy was updated from 2005 and a 3-year action plan developed through 2013. Both were submitted to the Department of Economic Development for approval. The Assessment and Action Plan were approved making Grand Island eligible for \$257,794 in grant funds each year for the next three years.

A public hearing is required prior to submission of an application to the Nebraska Department of Economic Development to solicit public comment and input into the proposed project and grant application. A legal notice was published in the January 16, 2010 Grand Island Independent with notice of this council meeting and contact information for written comments.

Discussion

The 2009 Comprehensive Needs Assessment and a Revitalization Strategy reviewed housing, infrastructure, and economic conditions of 14 low-to-moderate income Block Group areas in the

city limits of Grand Island. A new project area was selected based on development needs within the neighborhood and combines two Block Groups into one project area. (Map provided).

The proposed Action Plan outlines three years of projects for the following grant periods:

Phase 1: February 2010 – August 2010

Phase 2: July 2011 – August 2012

Phase 3: July 2012 – August 2013

Projected projects during the 3-year time frame include replacing nine blocks of 4” water main pipes with 8” inch pipes, replacing 14 Ludlow fire hydrants, rehabilitating ten (10) low-to-moderate income owner-occupied homes, and providing down payment assistance to two (2) low-to-moderate income first-time homebuyers.

For Phase 1 Community Revitalization, the City is applying for a \$257,794 grant to carry out Phase 1 of a Comprehensive Revitalization Strategy for a selected low-to-moderate income area of Grand Island. The request includes grant funds up to \$239,784 for 4 blocks of water main and 7 Ludlow fire hydrant replacements and an amount not to exceed 7% (\$18,046) for General Administration. The City will provide a minimum of \$239,748 in matching funds for eligible projects, including one owner-occupied rehabilitation project (\$28,250).

ALTERNATIVES

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

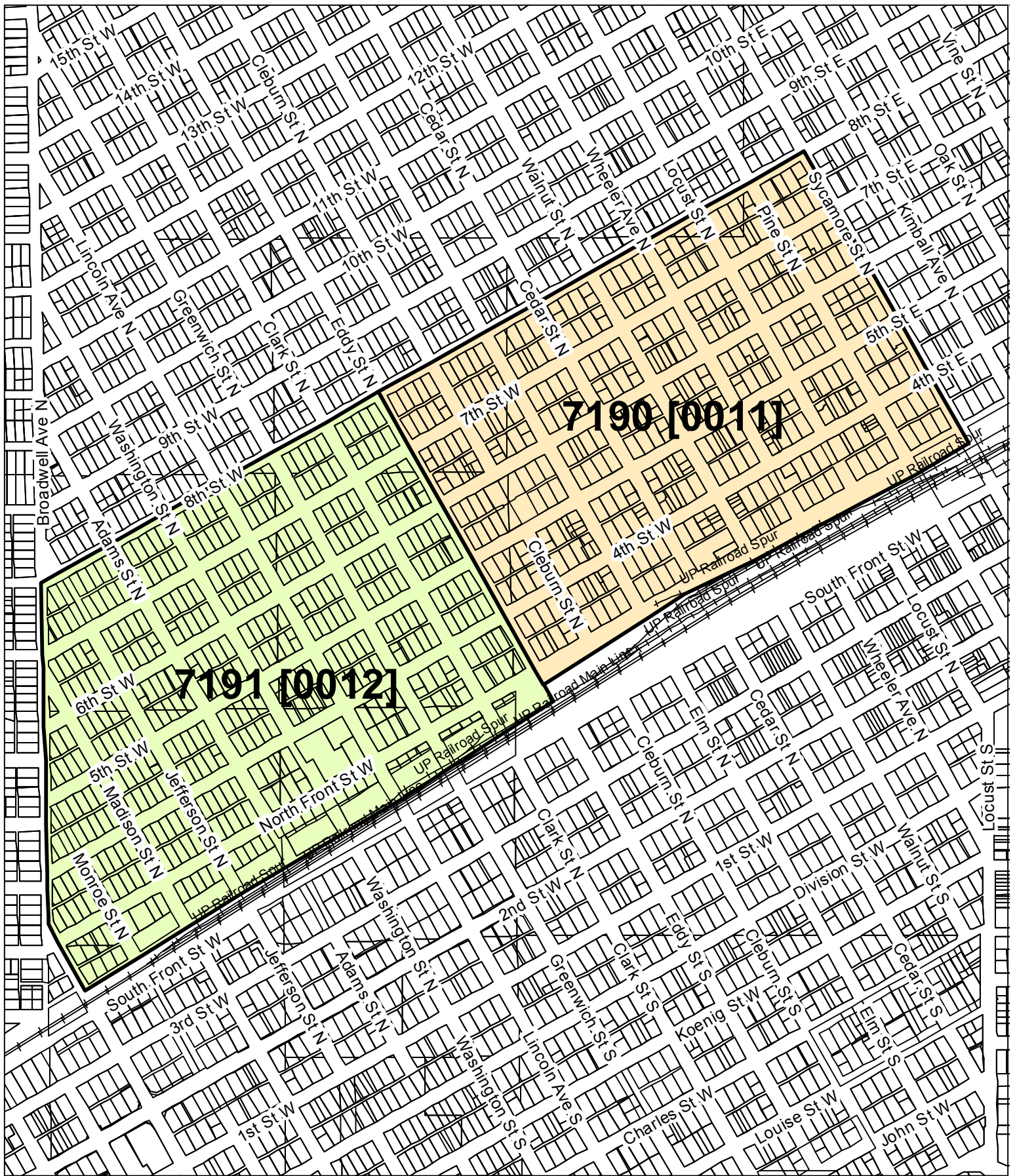
1. Approve the 2010 Community Revitalization Phase 1 application and authorize the Mayor to sign all related documents
2. Refer the issue to a Committee.
3. Postpone the issue to a later date.

Recommendation

City Administration recommends that Council approves the 2010 Community Revitalization Phase 1 application and authorizes the Mayor to sign all related documents.

Sample Motion

Move to approve the 2010 Community Revitalization Phase 1 application and authorize the Mayor to sign all related documents.



BLOCK GROUP 11 and 12





City of Grand Island

Tuesday, January 26, 2010

Council Session

Item F1

**#9248 - Consideration of Amending the Zoning for Property
Located at 1613 and 1615 Hope Street - RD Residential
Development**

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9248

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land consisting of Lots Nineteen (19) and Twenty (20), Nottingham Estates Subdivision, in the City of Grand Island, Hall County, Nebraska, from RD Residential Development District to Amended RD Residential Development District; directing that such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island under the provisions of Section 36-44; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on January 6, 2010, held a public hearing and made a recommendation on the proposed zoning of such area; and

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

WHEREAS, after public hearing on January 26, 2010, the City Council found and determined the change in zoning be approved and made; and

WHEREAS, the owners of the property have requested amendments to the final development plan as approved for Lots Nineteen (19) and Twenty (20), Nottingham Estates Subdivision; and

WHEREAS, those amendments have been agreed upon in an approved subdivision agreement.

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

ORDINANCE NO. 9248 (Cont.)

SECTION 1. The following tract of land is hereby rezoned, reclassified and changed from RD Residential Development District to Amended RD Residential Development District:

A tract of land comprising all of Lots Nineteen (19) and Twenty (20), Nottingham Estates Subdivision, in the City of Grand Island, Hall County, Nebraska.

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

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

Enacted: January 26, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, January 26, 2010

Council Session

Item G1

Approving Minutes of January 12, 2010 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

January 12, 2010

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 January 12, 2010. Notice of the meeting was given in *The Grand Island Independent* on January 6, 2010.

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, Zapata, Nickerson, 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.

COMMUNICATION: Mayor Hornady introduced CYC members Jared Bombeck, Lauren Kruger, Allison Hoover and Board member Theresa Engelhardt.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of Tom Carlson, Public Works Engineering Technician Supervisor for 30 Years of Service with the City of Grand Island: Mayor Hornady and City Council recognized Tom Carlson, Public Works Engineering Technician Supervisor for 30 years of service with the City of Grand Island. Public Works Director Steve Riehle commented on Mr. Carlson's service with the Public Works Department. Mr. Carlson was present for the recognition.

Proclamation of Appreciation to the Decedents of William Stolley for Establishing the Stolley House Foundation Fund. Mayor Hornady read the proclamation recognizing Lillian Lappe, Richard Palmer, and Grace Carmody decedents of William Stolley for establishing the Stolley House foundation fund. Building Department Director Craig Lewis was present to receive the proclamation.

PUBLIC HEARINGS:

Public Hearing on Request from Walgreens Co. dba Walgreens #03467, 1515 West 2nd Street for a Class "D" Liquor License. RaNae Edwards, City Clerk reported that an application for a Class "D" Liquor License had been received from Walgreens Co. dba Walgreens #03467, 1515 West 2nd Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on December 14, 2009; notice to the general public of date, time, and place of hearing published on January 2, 2010; notice to the applicant of date, time, and place of hearing mailed on December 14, 2009; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. Becky Burks, 1324 West Anna Street spoke in opposition and Lois Maybon, 224 Ponderosa spoke in support. No further public testimony was heard.

Public Hearing on Request from Walgreens Co. dba Walgreens #12538, 1230 North Webb Road for a Class "D" Liquor License. RaNae Edwards, City Clerk reported that an application for a Class "D" Liquor License had been received from Walgreens Co. dba Walgreens #12538, 1230 North Webb Road. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on December 14, 2009; notice to the general public of date, time, and place of hearing published on January 2, 2010; notice to the applicant of date, time, and place of hearing mailed on December 14, 2009; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. Becky Burks, 1324 West Anna Street spoke in opposition. No further public testimony was heard.

Public Hearing on Request from Consolidated Concrete Co. for a Conditional Use Permit for Use of Two Conex Containers to Store Concrete Located at 3440 West Old Highway 30. Craig Lewis, Building Department Director reported that Consolidated Concrete Co. had submitted an application for continued use of two Conex containers to store concrete located at 3440 West Old Highway 30. Staff recommended approval for 12 months. No public testimony was heard.

Public Hearing Concerning Acquisition of Utility Easement Located at 425 N. Diers Avenue (TK Babel Properties, LLC). Gary Mader, Utilities Director reported that a utility easement was needed at 3815 Arch Avenue in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The easement would be used to place conduit, cable, and a pad-mounted transformer to provide electrical service to a new building. Staff recommended approval. No public testimony was heard.

Public Hearing Concerning Acquisition of Utility Easement Located at 4160 Old Potash Highway (Hall County School District #2). Gary Mader, Utilities Director reported that a utility easement was needed at 3815 Arch Avenue in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. This easement would also include access to install, upgrade, maintain and repair public water lines and fire hydrants. This easement would be used for a new 10" water main to provide fire protection and water service for the expanded school and for primary electrical lines and transformer. Staff recommended approval. No public testimony was heard.

CONSENT AGENDA: Consent Agenda items G-10, G-13, and G-21 were removed for further discussion. Motion by Zapata, second by Dugan to approve the Consent Agenda excluding item G-10, G-13, and G-21. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of December 15, 2009 City Council Regular Meeting.

Approving Minutes of December 29, 2009 City Council Special Meeting.

#2010-1 – Approving Acquisition of Utility Easement Located at 425 N. Diers Avenue (TK Babel Properties, LLC).

#2010-2 – Approving Acquisition of Utility Easement Located at 4160 Old Potash Highway (Hall County School District #2).

#2010-3 – Approving Certificate of Final Completion for Water Main Project 2008-W-8 – First Street from Pine Street to Plum Street with General Excavating of Lincoln, Nebraska.

#2010-4 – Approving Change Order #1 for Cooling Tower Overhaul at Platte Generating Station with International Cooling Tower USA, Inc. of Edmonton, Canada for an Increase of \$111,129.00 and a Revised Contract Amount of \$1,251,129.00.

#2010-5 – Approving Change Order #1 for Rogers Reservoir with Natgun Corporation of Wakefield, MA for an Increase of \$26,201.00 and a Revised Contract Amount of \$1,798,501.00.

#2010-6 – Approving Bid Award for Electrical Circuit Breakers for Substation J (Wildwood and Blaine Streets) with HVB AE Power Systems, inc. of Suwanee, GA for (2) 121 kV Circuit Breakers in an Amount of \$108,070.00; Areva T & D, Inc. of Charleroi, PA for (2) 15.5 kV Bus Circuit Breakers in an Amount of \$80,357.00; and Siemens (c/o Energy Solutions) of Omaha, NE for (5) 15.5 kV Distribution Circuit Breakers in an Amount of \$74,241.95.

#2010-7 – Approving Installation of a Private Well by Goodwill Industries to Service Newly Installed HVAC Equipment.

#2010-9 – Approving Contract for Vending Machine Services at City Hall with VVS, Inc. of Cozad, Nebraska.

#2010-10 – Approving Bid Award for One (1) 2010 Four Wheel Drive Front End Loader for Solid Waste Division with NMC, Inc. of Doniphan, Nebraska in an Amount of \$108,500.00.

#2010-12 – Approving Certificate of Compliance with the Nebraska Department of Roads for Maintenance Agreement No. 12; Calendar Year 2010.

#2010-13 – Approving Certificate of Final Completion for the Demolition and Disposal of Concrete for Anaerobic Digestion Site at Wastewater Treatment Plant with Hooker Brothers Construction Company of Grand Island, Nebraska.

#2010-14 – Approving Addendum Number 1 to the Agreement for Primary Clarifier Mechanism Replacement at the Waste Water Treatment Plant with Oakview Construction, Inc. of Red Oak, Iowa in an Amount of \$290.00 and a Revised Contract Amount of \$602,690.00.

#2010-15 – Approving Rental Property Rehabilitation Lien Release for Property Located at 216 East Second Street Owned by Theodore & Jean Molczyk and Helen & Richard Strehle.

#2010-16 – Approving Change Order No. 1 for Ambulance Remount with Arrow Manufacturing, Inc. of Rock Rapids, Iowa for a Decrease of \$3,425.00 and a Revised Contract Amount of \$76,489.00.

#2010-17 – Approving Contract for Temporary Help with Advance Services, Inc. of Grand Island, Nebraska to help fill the temporary position of Meter Reader.

#2010-18 – Approving Purchase of Mobile Data Video System Upgrade with Data911 in an Amount of \$69,004.30.

#2010-8 – Approving Revised Hazard Mitigation Grant Application with Federal Emergency Management Agency (FEMA) and Nebraska Emergency Management Agency (NEMA) for Outdoor Warning Siren Replacement and Installation Project. Emergency Management Director Jon Rosenlund commented on the number of sirens and shared cost with the county.

Motion by Gilbert, second by Nickerson to approve Resolution #2010-8. Upon roll call vote, all voted aye. Motion adopted.

#2010-11 – Approving Maintenance Agreement No. 12 Renewal with the Nebraska Department of Roads. Motion by Meyer, second by Ramsey to approve Resolution #2010-11. Upon roll call vote, all voted aye. Motion adopted.

REQUESTS AND REFERRALS:

Consideration of Request from Consolidated Concrete Co. for a Conditional Use Permit for Use of Two Conex Containers to Store Concrete located at 3440 West Old Highway 30. This item related to the aforementioned Public Hearing.

Motion by Nickerson, second by Meyer to approve the request from Consolidated Concrete Co. for a Conditional Use Permit for use of two Conex containers to store concrete located at 3440 West Old Highway 30 until December 31, 2010. Upon roll call vote, all voted aye. Motion adopted.

Consideration of Request from Conrado Anchondo, 917 West 4th Street for Liquor Manager Designation for Fiesta Latina/Nebraska Music Hall, 2815 South Locust Street. RaNae Edwards, City Clerk reported that Conrado Anchondo, 917 West 4th Street had submitted an application for Liquor Manager Designation for Fiesta Latin/Nebraska Music Hall, 2815 South Locust Street. Based on the Police Department report, the application was incomplete and inaccurate according to the Nebraska Liquor Control Act (Part II Chapter 2 Section 010.01 and recommended denial.

Motion by Meyer, second by Nickerson to deny the application for Liquor Manager Designation submitted by Conrado Anchondo, 917 West 4th Street for Fiesta Latina/Nebraska Music Hall, 2815 South Locust Street. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2010-20 – Consideration of Request from Walgreens Co. dba Walgreens #03467, 1515 West 2nd Street for a Class “D” Liquor License and Liquor Manager Designation for James Karins, 4601 Browning Court, Lincoln, Nebraska. This item related to the aforementioned Public Hearing.

Lois Maybon, 224 Ponderosa commented on the corporate practice of selling alcohol in all Walgreens stores. Ms. Maybon stated neither of the stores here in Grand Island had sold tobacco to minors since she had been manager over the last two years. Alcohol density per capita was mentioned.

Motion by Gilbert, second by Meyer to approve Resolution #2010-20. Upon roll call vote, Councilmember's Meyer, Gilbert, Haase, Carney, Ramsey, Zapata, Nickerson, and Gericke voted aye. Councilmember's Niemann and Dugan voted no. Motion adopted.

#2010-21 – Consideration of Request from Walgreens Co. dba Walgreens #12538, 1230 North Webb Road for a Class “D” Liquor License and Liquor Manager Designation for James Karins, 4601 Browning Court, Lincoln, Nebraska. This item related to the aforementioned Public Hearing.

Motion by Gilbert, second by Meyer to approve Resolution #2010-20. Upon roll call vote, Councilmember's Meyer, Gilbert, Haase, Carney, Ramsey, Zapata, Nickerson, and Gericke voted aye. Councilmember's Niemann and Dugan voted no. Motion adopted.

#2010-22 – Consideration of Transferring General Funds to Golf Course Fund. Mary Lou Brown, Finance Director reported that the Golf Course Fund was part of the Enterprise Funds and had a negative cash balance and negative total net assets balance. Ms. Brown explained the potential solutions for each and recommended council approve the transfer of \$329,000 from the General Fund to the Golf fund to eliminate the negative cash balance.

Lewis Kent, 624 East Meves Avenue questioned what the money was spent on. Discussion was held on the financial situation over the last 5 years. The last 2 years the Golf Course had been operating on a cash positive basis.

Motion by Meyer, second by Haase to approve Resolution #2010-22. Upon roll call vote, all voted aye. Motion adopted.

#2010-23 – Consideration of Approving IBEW Service/Clerical Union Contract. Brenda Sutherland, Human Resources Director reported that a new union was created represented by the International Brotherhood of Electrical Works, Local 1597 which included employees from the following City departments: Administration, Building, Emergency Management, Finance, Library, Parks & Recreation, Planning, Police, Public Works, and Utilities. Representatives had been negotiating for several months and had come to an agreement on the labor agreement.

Discussion was held on comparable laws, survey, and array. Jeff Pederson, City Administrator commented on the impact to budgets and sated these amounts would be absorbed within each department budgets.

Motion by Meyer, second by Nickerson to approve Resolution #2010-23. Upon roll call vote, Councilmember's Meyer, Niemann, Gilbert, Carney, Dugan, Ramsey, Zapata, Nickerson, and Gericke voted aye. Councilmember Haase voted no. Motion adopted.

#2010-19 – Approving Changes to FTE Allocation for Police Department, Parks and Recreation Department, and Finance Department. Brenda Sutherland, Human Resources Director reported that several reclassifications within the Police Department, Parks and Recreation Department and Finance Department were needed.

Motion by Ramsey, second by Gericke to approve Resolution #2010-19.

Discussion was held regarding the timing and increasing salaries with our current budget shortfalls. Steve Paustian, Parks and Recreation Director explained the duties of the current part-time FTE's. Mr. Paustian also stated this was a \$5 million facility and this position was needed for it to succeed.

Motion by Gilbert, second by Haase to amend the motion to remove the FTE position for the Recreation Coordinator. Upon roll call vote, Councilmember's Meyer, Niemann, Gilbert, Haase, Dugan, Zapata, and Nickerson voted aye. Councilmember's Carney, Ramsey, and Gericke voted no. Motion adopted.

Upon roll call vote of the main motion with amendment, all voted aye. Motion adopted.

ORDINANCES:

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

#9247 – Consideration of Salary Ordinance

be considered for passage on the same day upon reading by number only and that the City Clerk be permitted to call out the number of these ordinances on first reading and then upon final passage and call for a roll call vote on each reading and then upon final passage." Councilmember Nickerson second the motion. Upon roll call vote, Councilmember's Meyer, Niemann, Gilbert, Carney, Dugan, Ramsey, Zapata, Nickerson, and Gericke voted aye. Councilmember Haase voted no. Motion adopted.

Brenda Sutherland, Human Resources Director reported that a new salary ordinance needed to be approved to include the IBEW, Local 1597 labor contract. Also included were the changes approved by Council in Resolution 2010-19.

Motion by Meyer, second by Gericke to approve Ordinance #9247 with the adjustment of removing the Recreation Coordinator.

City Clerk: Ordinance #9247 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmember's Meyer, Niemann, Gilbert, Carney, Dugan, Zapata, Nickerson, and Gericke voted aye. Councilmember's Haase and Ramsey voted no. Motion adopted.

City Clerk: Ordinance #9247 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, Councilmember's Meyer, Niemann, Gilbert, Carney, Dugan, Zapata, Nickerson, and Gericke voted aye. Councilmember's Haase and Ramsey voted no. Motion adopted.

Mayor Hornady: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9247 is declared to be lawfully adopted upon publication as required by law.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Ramsey to approve the Claims for the period of December 29, 2009 through January 12, 2010, for a total amount of \$2,216,125.15. Unanimously approved.

Motion by Dugan, second by Ramsey to approve the Claims for the period of December 16, 2009 through January 12, 2010 for the Veterans Athletic Field Complex for a total amount of \$24,586.57. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 8:40 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, January 26, 2010

Council Session

Item G2

Approving Minutes of January 19, 2010 City Council Special Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

January 19, 2010

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on January 19, 2010. Notice of the meeting was given in the *Grand Island Independent* on January 13, 2010.

Council President Gilbert called the meeting to order at 7:00 p.m. The following Councilmember's were present: Gericke, Nickerson, Ramsey, Dugan, Carney, Haase, Gilbert, Niemann, and Meyer. Mayor Hornady and Councilmember Zapata were absent. The following City Officials were present: City Administrator Jeff Pederson, City Clerk RaNae Edwards, City Attorney Dale Shotkoski, Public Works Director Steve Riehle, and Finance Director Mary Lou Brown.

INVOCATION was given by Council President Gilbert followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Council President Gilbert introduced CYC members Steven Bartz and Konnor Davis. Council President Gilbert congratulated Don Dunn, 2009 Independent Man of the Year and Dori Bush 2009 Independent Woman of the Year.

Discussion of Future Use of City Owned Property Located at 2204 Bellwood Drive Known as the Racquet Center. Parks and Recreation Director Steve Paustian reported that the City of Grand Island acquired the Racquet Center in 1984 for back taxes owed, approximately \$30,000.00. Parks and Recreation Department Administrative offices were located there until 1993 when the new City Hall opened. In 1997 proposals were received for the operation of the Racquet Center. Scott Norton, owner of the HealthPlex Fitness Center was offered a contract to operate the Racquet Center in 1997 and has continued to do so since that time. The current contract would expire in May of this year.

Mr. Paustian commented on the changes over the years allowing soccer field at the west end of the facility. Because of the construction of the new City/State Fair building, it had been determined it was in the best interest of the City to not allow soccer to continue in the Racquet Center.

Representatives of the Grand Island Tennis Association had approached the City about the opportunity to submit a proposal to take over the management of the Racquet Center.

Parks & Recreation Department wanted direction from council. The following three options were presented:

1. Lease the facility based on its best use and offer
2. Lease the facility to be used as a sports complex
3. Sell the building outright

The following people spoke with regards to the Racquet Center:

- Mark Galvan, 584 East 20th Street
- Cheri Schmidt, 25 Lillian Lane, Doniphan
- Matt Westfall, 2003 West Division
- Phil Maltzahn, 1 Ponderosa Drive
- Nick Petrick, 3019 West State Street
- Jill Bernal, 2019 West Louise Street
- Deb Phillips, 1614 West Division
- Jolene Wojcik, 2324 Stagecoach Road
- Greg Logston, 1037 Sun Valley
- Bill Marshall, 1112 Grand Avenue

Discussion was held regarding the revenue from the Racquet Center. Mr. Paustian stated since Mr. Norton has had the lease, there were no revenue streams or expenses. Disrepair and upkeep of the building were mentioned. Comments were made concerning the lease and responsibility of maintaining the building. Mentioned was the current budget situation for the City and not being able to put money into this building.

Quality of life issues were mentioned. Discussed was whether the Tennis Association would be able to buy the building. Matt Westfield and Phil Maltzahn stated currently they didn't have the money to buy it, but would bring back a financial plan and proposal for a long term lease. The Tennis Association would not ask the council for additional money if they were granted a lease.

Comments were made concerning other options such as partnership with the school system, Tennis Association, and City. Usage of the building was discussed relative to other sports. Matt Westfield stated the Tennis Association would be able to use 100% of the building due to the increased interest of tennis.

Jeff Pederson, City Administrator explained the process for a Request for Proposal (RFP). Proposals received would be reviewed and a recommendation made to council.

Chad Nabity, Regional Planning Director answered questions regarding this building being in a blighted and substandard area, TIF financing, and value of the property.

Council President Gilbert stated it looked like the council was in agreement to go forward with formal presentations and possible RFP's. City Attorney Dale Shotkoski commented on the previous RFP process and sale of the building. Explained was that Council could write the terms of the proposal. Concerns were given regarding receiving presentations before the RFP process took place.

Presentation of Program Prioritization. City Administrator Jeff Pederson reported that in order to access the fiscal health and wellness of the City, a Financial Trend Monitoring System (FTMS) was implemented in 2008. FTMS information had strengthened the ability of City administration to identify, forecast, and illustrate key factors of spending at present/projected levels.

Program Prioritization was a new approach to making decisions which was necessitated by the revenue reduction and how to allocate resources. A PowerPoint was presented to update council on steps taken. The following steps were presented for a successful prioritization:

1. Determine Results
2. Clarify Result Definitions
3. Identify Programs and Services
4. Value programs Based on Results
5. Allocate Resources Based on Priorities

Mr. Pederson stated this program would be presented at the City Council Retreat on March 6, 2010. Discussion was held regarding the governance within the city departments and programs. Budget preparation was discussed for the 2010-2011 fiscal year. Revenue shortfalls were discussed regarding program prioritization. Mr. Pederson stated the Capital Improvement Projects were not a part of this program.

ADJOURNMENT: The meeting was adjourned at 9:55 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, January 26, 2010

Council Session

Item G3

#2010-24 - Approving Final Plat and Subdivision Agreement for Nottingham Estates Third Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: January 26, 2010
Subject: Nottingham Subdivision – Final Plat
Item #'s: G-3
Presenter(s): Chad Nabity AICP, Regional Planning Director

Background

This property is located south of east of Hope Street and north of Church Street, this Final Plat proposes to create 1 lot on a tract of land comprising all of Lots Nineteen (19) and Twenty (20), Nottingham Estates Subdivision, in the City of Grand Island, Nebraska. This is approximately .166 acres more or less.

Discussion

The revised preliminary and final plats for Nottingham Estates Third Subdivision were considered by the Regional Planning Commission at the January 6, 2010 meeting. A motion was made by Ruge 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 7 members present (Aguilar, O'Neill, Ruge, Hayes, Reynolds, Haskins and Connelly) 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:

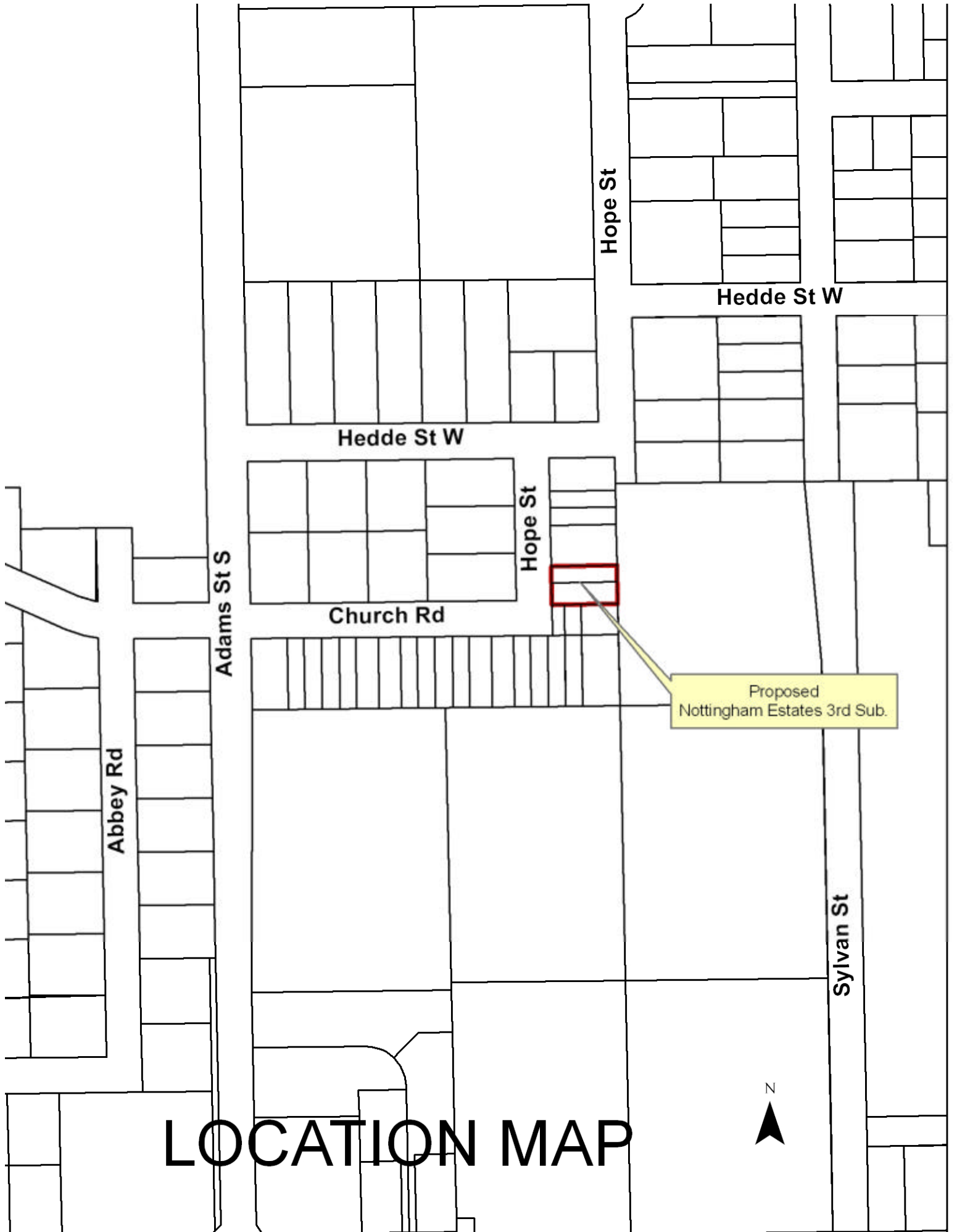
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve as recommended.



LOCATION MAP



Nottingham Estates Third Subdivision Final Plat Summary

Developer/Owner

Baker Development Company
Gregory W. Baker, President
4710 Tara Ct.
Grand Island NE 68801

To create 1 lot east of Hope Street and north of Church Road, in the City of Grand Island, in Hall County, Nebraska.

Size: .166 acres

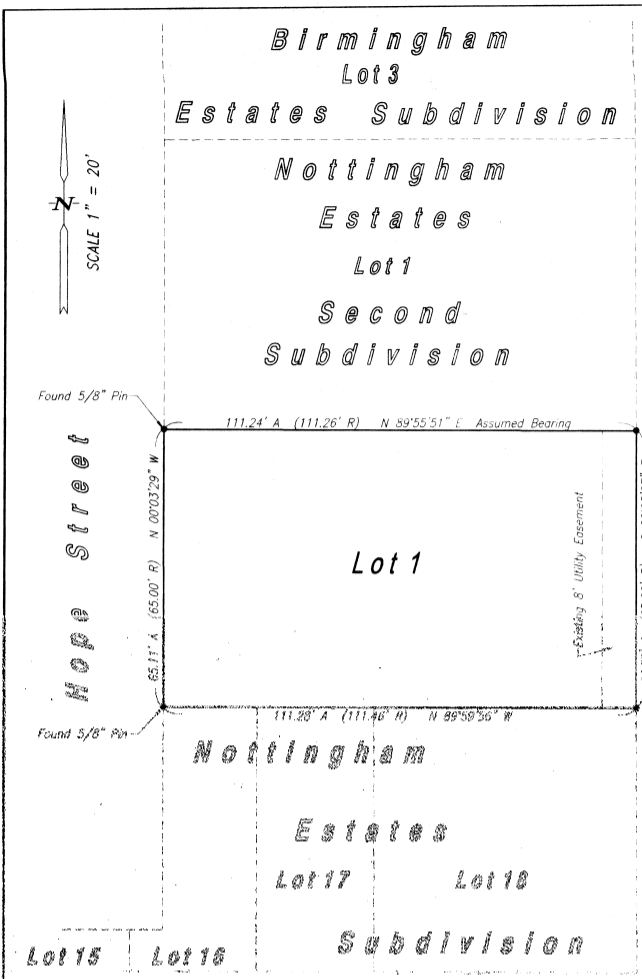
Zoning: Amended RD Residential Development Zone

Road Access: City Roads

Water Public: City water is available

Sewer Public: City sewer is available





Grand Island School Addition
Lots

LEGEND

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

Legal Description

A tract of land comprising all of Lots Nineteen (19) and Twenty (20), Nottingham Estates Subdivision, in the City of Grand Island, Hall County, Nebraska, said tract containing 0.166 acres more or less.

Dedication

KNOW ALL MEN BY THESE PRESENTS, that, BAKER DEVELOPMENT COMPANY, a Nebraska Corporation, being the owner of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as NOTTINGHAM ESTATES THIRD SUBDIVISION, in the City of Grand Island, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the easements as shown thereon for the location, construction and maintenance of public service utilities forever, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements; and that the foregoing subdivision as more particularly described in the description hereon as appears on this plat is made with the free consent and in accordance with the desires of the undersigned owner and proprietor.

IN WITNESS WHEREOF, I have affixed my signature hereto at Grand Island, Nebraska, this _____ day of _____, 2009.

BAKER DEVELOPMENT COMPANY, a Nebraska Corporation

Gregory W. Baker, President

Acknowledgement

State Of Nebraska ss
County Of Hall
On the _____ day of _____, 2009, before me _____ a Notary Public within and for said County, personally appeared GREGORY W. BAKER, President of BAKER DEVELOPMENT COMPANY, a Nebraska Corporation, to me personally known to be the identical person whose signature is affixed hereto, and that he did acknowledge the execution thereof to be his voluntary act and deed, and the voluntary act and deed of said Corporation.

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

(Seal)

Notary Public

Approval

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

Chairman

Date

Approved and accepted by the City of Grand Island, Nebraska, this _____ day of _____, 2010.

Mayor

City Clerk

(Seal)

Surveyor's Certificate

I hereby certify that on November 23, 2009, I completed an accurate survey of 'NOTTINGHAM ESTATES THIRD SUBDIVISION', in the City of Grand Island, Nebraska, as shown on the accompanying plat thereof; that the lots, blocks, streets, avenues, alleys, parks, commons and other grounds as contained in said subdivision as shown on the accompanying plat thereof are well and accurately staked off and marked; that iron markers were placed at all lot corners; that the dimensions of each lot are as shown on the plat; that each lot bears its own number; and that said survey was made with reference to known and recorded monuments:

Deryl D. Sargentrei, Reg. Land Surveyor No. 578

(Seal)

**NOTTINGHAM ESTATES THIRD SUBDIVISION
IN THE CITY OF GRAND ISLAND, NEBRASKA**

RESOLUTION 2010-24

WHEREAS, Gregory W. Baker, President of Baker Development Company, a Nebraska Corporation, being the owner of the land described hereon, have caused to be laid out into 2 lots, a tract of land comprising all Lots Nineteen (19) and Twenty (20), Nottingham Estates Subdivision, in the City of Grand Island, in Hall County Nebraska, under the name of NOTTINGHAM ESTATES THIRD 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 NOTTINGHAM ESTATES THIRD SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 26, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 21, 2010	☐ City Attorney



City of Grand Island

Tuesday, January 26, 2010

Council Session

Item G4

**#2010-25 - Approving Final Plat and Subdivision Agreement for
Parmley Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: January 26, 2010
Subject: Parmley Subdivision – Final Plat
Item #'s: G-4
Presenter(s): Chad Nabity AICP, Regional Planning Director

Background

This property is located south of 9th Street and east of Pine Street this Final Plat proposes to create 2 lots on a tract of land comprising all of Lot Four (4), in Fractional Block One Hundred Thirty Six (136), Union Pacific Railway Company's Second Addition, and its compliment Fractional Lot Four (4), in Fractional Block Seven (7), Russel Wheeler's Addition, to the City of Grand Island, Nebraska. This is approximately .200 acres more or less.

Discussion

The revised final plat for Parmley Subdivision was considered by the Regional Planning Commission at the January 6, 2010 meeting. A motion was made by Ruge 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 7 members present (Aguilar, O'Neill, Ruge, Hayes, Reynolds, Haskins and Connelly) 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.



LOCATION MAP

Parmley Final Plat Summary

Developer/Owner

Robert M. Parmley, Sole Trustee
5373 S Pinaleno Place
Chandler AZ 85249

To create 2 lots south of 9th Street and east of Pine Street, in the City of Grand Island, in Hall County, Nebraska.

Size: .200 acres

Zoning: R2 Low Density Residential Zone

Road Access: City Roads

Water Public: City water is available

Sewer Public: City sewer is available

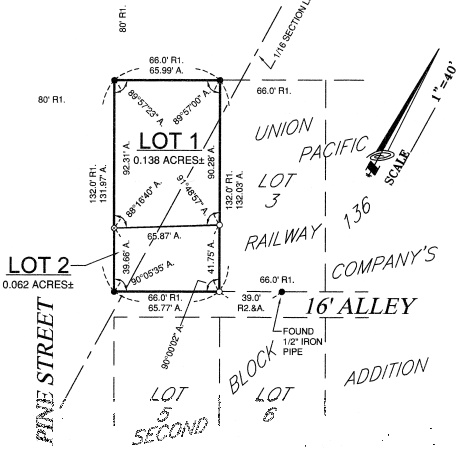


BLOCK 10
RUSSEL 1A

LOT 5
BLOCK
WHEELER'S

9TH STREET

LOT 1
BLOCK



RE - RECORDED PLATTED DISTANCE
 RL - RECORDED LINE OF PROPERTY DEED AND BOUNDARIES
 RLL - COUNTY REGISTER OF LANDS CORNER
 A - ACTUAL DISTANCE FROM CORNER

• INDICATES 1/2" DIA. 1/2" IRON PIPE UNLESS NOTED OTHERWISE
 C - EXISTING 6" DIA. IRON PIPE WITH PLASTIC CAP PLACED, CAP IS STAMPED "A. B. CO. 1917"
 * - INDICATES TO CAP TO BE LOCATED

NOTE: ALL DISTANCES SHOWN ARE APPROXIMATE TO BE CHECKED BY FIELD RECORDS OR FIELD MEASUREMENTS OF BOUNDARIES TO BE LOCATED.

LEGAL DESCRIPTION

A tract of land comprising all of fractional lot four (4) in fractional block one described in the plat of the Union Pacific Railway Company's Second Addition, and the complement, fractional lot four (4) in fractional block seven (7) in the Wheeler's Addition, and being in the City of Grand Island, Nebraska, and containing 0.200 acres, more or less.

SURVEYOR'S CERTIFICATE

I hereby certify that on _____ 2010, I completed an accurate survey (made under my supervision) of "PARMLEY SUBDIVISION" in the City of Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereof. That the lots, blocks, streets, easements, and other particulars are contained in said subdivision as shown on the accompanying plat thereof, and said and separately stated all were corrected from their records when placed on file. I compare the shown on the plat that each lot shown in this plat, and that said survey was made with reference to known and recorded monuments.

Lee E. Yaggen, Registered Land Surveyor No. 237

(SEAL)

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that I, _____, Co-Trustee of the ELLEN E. PARMLEY REVOCABLE TRUST, being the owner of the land described herein, have caused same to be surveyed, subdivided, platted and designated as "PARMLEY SUBDIVISION" in the City of Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the easements, if any, for the location, construction and maintenance of public service utilities forever, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements, and that the foregoing subdivision as more particularly described in the description herein as appears on this plat, is made with the free consent and in accordance with the desires of the undersigned owner and proprietor.

IN WITNESS WHEREOF, I have affixed my signature hereto at Grand Island, Nebraska, this _____ day of _____ 2010.

ELLEN E. PARMLEY REVOCABLE TRUST

Co-Trustee

ACKNOWLEDGEMENT

State of Nebraska ss
County of Hall
On the _____ day of _____, 2010, before me, _____, a Notary Public within and for said County, personally appeared _____, Co-Trustee of the ELLEN E. PARMLEY REVOCABLE TRUST, to me personally known to be the identical person whose signature is affixed hereto, and he did acknowledge the execution thereof to be his voluntary act and deed.

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

My commission expires _____

Notary Public (SEAL)

APPROVALS

Reviewed in and approved by the Regional Planning Committee of Hall County, Grand Island and Wood River, and the Village of Ames, State and Counties, Nebraska.

Approved and accepted by the City of Grand Island, Nebraska, this _____ day of _____ 2010.

Mayor City Clerk (SEAL)

PARMLEY SUBDIVISION
IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
 BENJAMIN & ASSOCIATES, INC. - ENGINEERS & SURVEYORS - GRAND ISLAND, NEBRASKA

RESOLUTION 2010-25

WHEREAS, Robert M. Parmley, being the Sole Trustee of the land described hereon, have caused to be laid out into 2 lots, a tract of land comprising all of Lot Four (4), in Fractional Block One Hundred Thirty Six (136), Union Pacific Railway Company's Second Addition and its complement, Fractional Lot Four (4), in Fractional Block Seven (7), Russel Wheeler's Addition, to the City of Grand Island, in Hall County Nebraska, under the name of PARMLEY 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 PARMLEY 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, January 26, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
January 21, 2010 ☐ City Attorney



City of Grand Island

Tuesday, January 26, 2010

Council Session

Item G5

#2010-26 - Approving Final Plat and Subdivision Agreement for Rathgeber Acres Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: January 26, 2010
Subject: Rathgeber Subdivision – Final Plat
Item #'s: G-5
Presenter(s): Chad Nabity AICP, Regional Planning Director

Background

This property is located north of Pheasant Drive and west of Gunbarrel Rd , this Final Plat proposes to create 3 lots on a tract of land comprising all of Lot Two (2), Spencer Acres Subdivision in the 2-mile extraterritorial jurisdiction of Grand Island in Hall County, Nebraska. This is approximately 7.091 acres more or less.

Discussion

The revised preliminary and final plats for Rathgeber Acres Subdivision were considered by the Regional Planning Commission at the January 6, 2010 meeting. A motion was made by Ruge 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 7 members present (Aguilar, O’Neill, Ruge, Hayes, Reynolds, Haskins, and Connelly) 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:

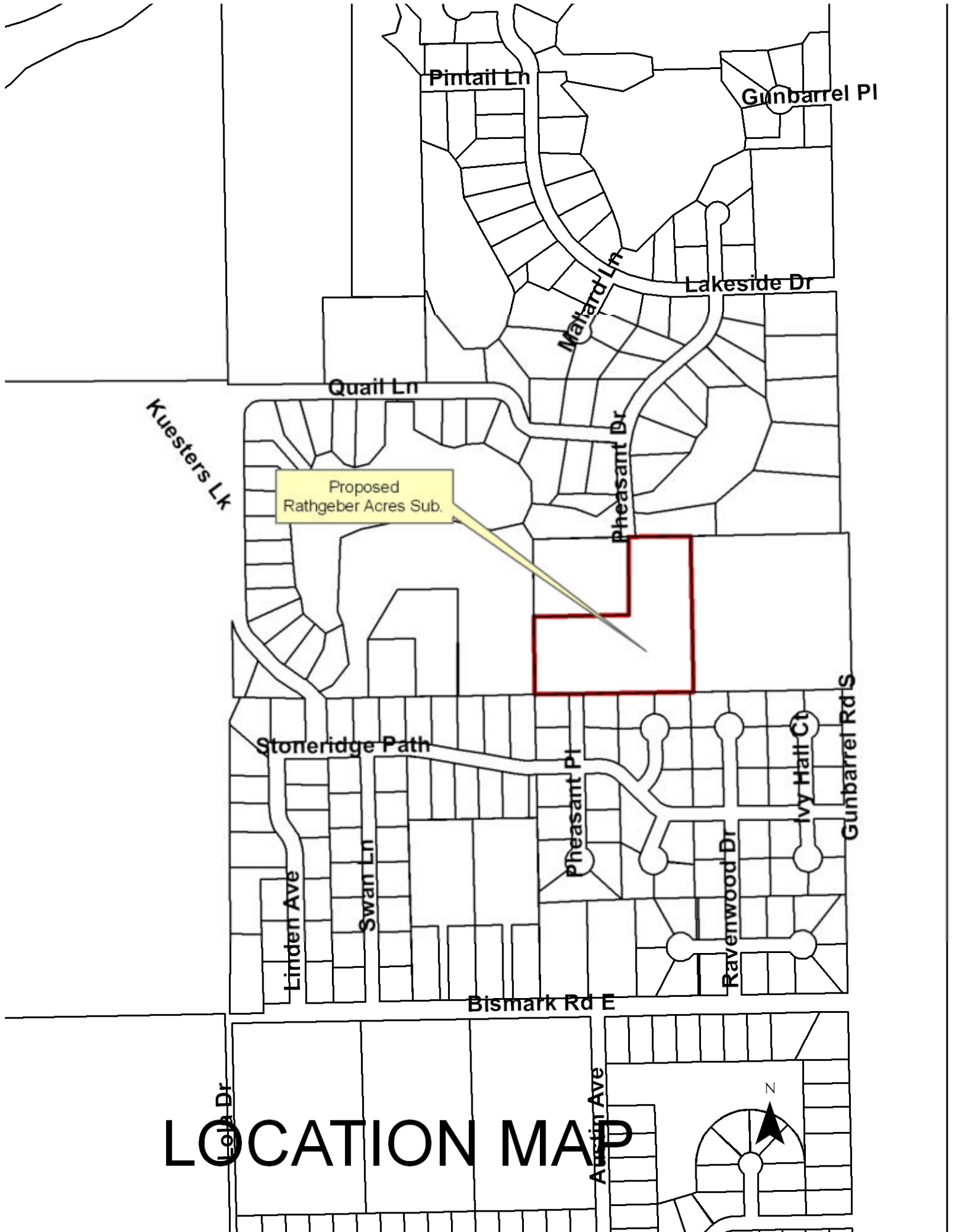
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve as recommended.



LOCATION MAP

Rathgeber Acres Final Plat Summary

Developer/Owner

Roy Rathgeber

4203 Utah

Grand Island NE 68803

To create 3 lots north of Pheasant Drive and west of Gunbarrel Rd., in the 2-mile extraterritorial jurisdiction of Grand Island, in Hall County, Nebraska.

Size: .7.091 acres

Zoning: LLR - Large Lot Residential Zone

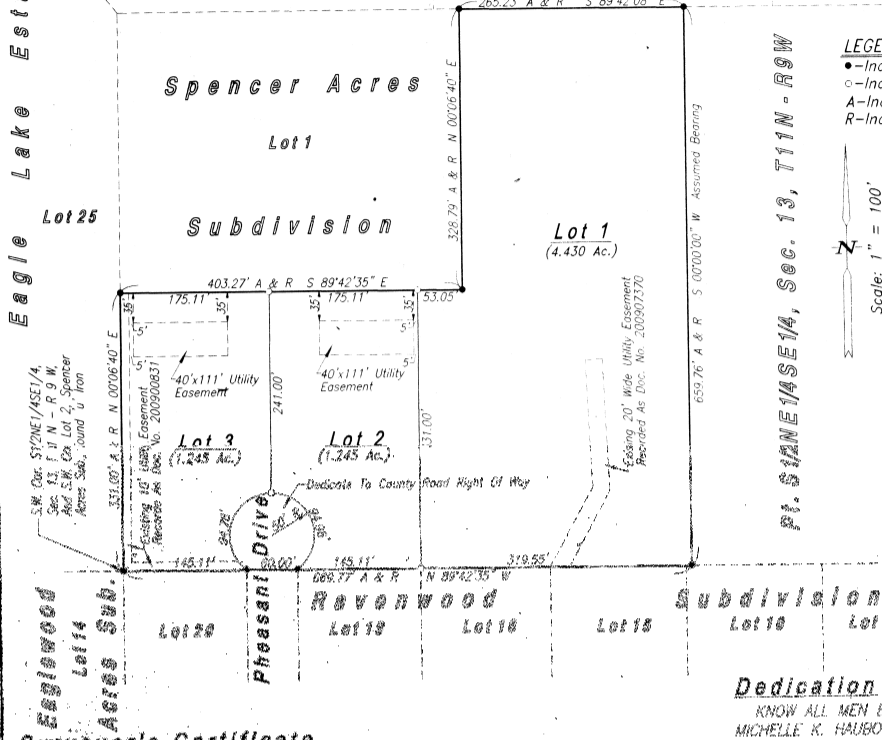
Road Access: City Roads

Water Public: City water is not available

Sewer Public: City sewer is not available



Hidden Lakes Hidden Lakes
 Subdivision Subdivision
 Lot 35 Lot 5
 Number Two Number One



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

Legal Description

A tract of land comprising all of Lot Two (2), Spencer Acres Subdivision in Hall County, Nebraska, said tract containing 7.091 acres more or less.

Dedication

KNOW ALL MEN BY THESE PRESENTS, that, ROY R. RATHGEBER, a single person and MICHELLE K. HAUBOLD, a single person, being the owners of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as RATHGEBER ACRES SUBDIVISION, in Hall County, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the easements, if any, as shown thereon for the location, construction and maintenance of public service utilities forever, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements; and that the foregoing subdivision as more particularly described in the description hereon as appears on this plat is made with the free consent and in accordance with the desires of the undersigned owners and proprietors.
 IN WITNESS WHEREOF, we have affixed our signatures hereto at Grand Island, Nebraska, this _____ day of _____, 2009.

Surveyor's Certificate

I hereby certify that, on November 24, 2009, I completed an accurate survey of RATHGEBER ACRES SUBDIVISION, in Hall County, Nebraska, as shown on the accompanying plat thereof; that the lots, blocks, streets, avenues, alleys, parks, commons and other grounds as contained in said subdivision as shown on the accompanying plat thereof are well and accurately staked off and marked; that iron markers were placed at all lot corners; that the dimensions of each lot are as shown on the plat; that each lot bears its own number; and that said survey was made with reference to known and recorded monuments.

Deryl D. Sargentfrei, Reg. Land Surveyor No. 578

(Seal)

Roy R. Rathgeber

Michelle K. Haubold

Approvals

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

 Chairman Date

Approved and accepted by the Hall County Board of Supervisors, this _____ day of _____, 2010.

 Chairman of the Board County Clerk

(Seal)

Approved and accepted by the City of Grand Island, Nebraska, this _____ day of _____, 2010.

 Mayor City Clerk

(Seal)

Acknowledgement

State Of Nebraska ss
 County Of Hall
 On the _____ day of _____, 2009, before me _____, a Notary Public within and for said County, personally appeared ROY R. RATHGEBER, a single person, and MICHELLE K. HAUBOLD, a single person, to me personally known to be the identical persons whose signatures are affixed hereto, and that each did acknowledge the execution thereof to be his or her voluntary act and deed.
 IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Grand Island, Nebraska, on the date last above written.
 My commission expires _____

Notary Public

(Seal)

**RATHGEBER ACRES SUBDIVISION
 HALL COUNTY, NEBRASKA**

RESOLUTION 2010-26

WHEREAS, Roy R. Rathgeber, a single person and Michelle K. Haubold, a single person, being the owners of the land described hereon, have caused to be laid out into 3 lots, a tract of land comprising all of Lot Two (2), Spencer Acres Subdivision in the 2- mile extraterritorial of Grand Island in Hall County, under the name of RATHGEBER ACRES 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 RATHGEBER ACRES 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, January 26, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
January 21, 2010 ☐ City Attorney



City of Grand Island

Tuesday, January 26, 2010

Council Session

Item G6

#2010-27 - Approving Re-Adoption of the City of Grand Island Official Zoning Map

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

Staff Contact: Chad Nabity

RESOLUTION 2010-27

WHEREAS, the Mayor and City Council of the City of Grand Island are committed to the orderly plan necessary to accommodate future growth and transportation needs; and

WHEREAS, on July 13, 2004, by Resolution 2004-154, the City of Grand Island approved and adopted the Official Zoning Map as prepared by the firm of JEO Consulting, Inc. of Wahoo, Nebraska; and

WHEREAS, on March 7, 2006, by Resolution 2006-67, the City Council approved the use of a map produced from the Hall County GIS as the official zoning map for the City of Grand Island based on the 2004 comprehensive plan of JEO consulting, Inc.; and

WHEREAS, numerous changes and amendments to the Plan have been approved since its last re-adoption; and

WHEREAS, on January 6, 2010, the Regional Planning Commission held a public hearing on such issue, and recommended approval of such updated plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island hereby approves and adopts the Official Zoning Map incorporating changes made since its re-adoption in 2008.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 26, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 21, 2010	☐ City Attorney



City of Grand Island

Tuesday, January 26, 2010

Council Session

Item G7

**#2010-28 - Approving Redevelopment Plan for Real Estate
between 9th Street and 12th Street along Poplar Street**

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

Staff Contact: Chad Nabity

AGREEMENT
BETWEEN
THE CITY OF GRAND ISLAND, NEBRASKA,
AND
COMMUNITY REDEVELOPMENT AUTHORITY FOR THE CITY OF
GRAND ISLAND, HALL COUNTY, NEBRASKA
FOR WATER LINE

THIS AGREEMENT is made and entered into on this _____ day of _____, 2010 between the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation, a Nebraska Political Subdivision, hereinafter "CITY"; and the COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, hereinafter "CRA".

WITNESSETH:

WHEREAS, CRA has recommended to CITY and CITY, after hearing pursuant to law, by and through its duly elected Council, approved a redevelopment plan, hereinafter "PLAN", in the form and substance shown on the attached Exhibit "A"; and

WHEREAS, the PLAN provides for the installation of an 8" water main between 9th Street and 12th Street along the east side of Poplar Street and necessary water service taps to support existing and anticipated development; and

WHEREAS, the parties wish to enter into a formal agreement for the engineering and installation of the water main and provide for the payment by the CRA for such work; and

WHEREAS, in accordance with §13-807 the Interlocal Cooperation Act, any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which at least one of the public agencies entering into the contract is authorized to perform.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows:

1. Authority. This agreement is made pursuant to the authority provided in the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat., §13-801, R.R.S. 1943), without a separate entity being created.

2. Recitals. The foregoing recitals are incorporated hereby by this reference.
3. Ownership. CITY shall engineer, bid and enter into a contract for the installation of the water main extension as described in the PLAN as soon as reasonably practical. CITY shall use its standard procedures for engineering, bidding, contracting, bonding, inspection, change order approval, and payment process for the water main installation.
4. Payment. Upon final acceptance of the water main installation by CITY, and on written notice by CITY, the CRA shall pay to, by and through the Grand Island City Treasurer, the total of the cost incurred by CITY for: payments to contractors for the water main installation, costs of engineering services provided by the Utilities Department not to exceed ten percent (10%) of the project cost; and the sum of One Thousand and No/100 Dollars (\$1,000.00), which shall be paid to the Grand Island City Treasurer as compensation for collection and accounting of the incremental tax revenues generated in the area described in the PLAN.
5. Bid Estimation. CRA has estimated the project to bid at One Hundred Thirty Thousand and No/100 Dollars (\$130,000.00). CITY shall provide copies of all bids for the project to CRA prior to entering into a binding contract.
6. Binding Effect. This agreement shall be binding upon the parties on approval of the Grand Island City Council and the members of the Community Redevelopment Authority.
7. Amendment. Any amendment to this agreement shall not be binding unless such amendment is in writing and approved by the parties hereto.
8. Non-Waiver. Either party's failure to enforce at any time any of the provisions of this Agreement shall not be construed to be a waiver of such provisions or of either party's right at any time to enforce each and every provision.
9. Assignment. This Agreement is not assignable by either party without the prior written consent of the other.
10. Notices. Any notices required or desired to be given hereunder shall be in writing, delivered by registered or certified mail, and addressed to the part to whom such notice is to be given at the following addresses, unless notice of a new address has been given in compliance herewith:

City of Grand Island
 Attn: Utilities Director
 100 East First Street
 P.O. Box 1968
 Grand Island, NE 68802-1968

Community Redevelopment Authority
 Attn: Chad Nabity, AICP
 Hall County Regional Planning Director
 100 East First Street
 P.O. Box 1968
 Grand Island, NE 68802-1968

Such notices shall be effective upon mailing.

11. Entire Agreement. This Agreement supersedes any and all prior agreements between Purveyor and Customer with regard to the matters herein contained, and constitutes the entire agreement between the parties hereto with regard to such matters. Neither this Agreement nor any of the provisions, terms or conditions hereof may be waived, altered, abridged, modified or amended, except in writing, and signed by the party against whom the enforcement thereof is sought.

12. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation (CITY)

By: _____
Margaret Hornady, Mayor

Attest: _____
RaNae Edwards, City Clerk

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF GRAND
ISLAND, NEBRASKA (CRA)

By: _____
Title: _____

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2010, before me, the undersigned,, a Notary Public in and for said County and State, personally came Margaret Hornady, Mayor of the City of Grand Island, Nebraska, a municipal corporation, known to me to be such officer and the identical person who signed the foregoing Agreement and acknowledged that the foregoing signature was her voluntary act and deed pursuant to Resolution 2010-___, and that the City's corporate seal was thereto affixed by proper authority.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2010, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, _____ of Community Redevelopment Authority of the City of Grand Island, Nebraska, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his/her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

RESOLUTION 2010-28

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

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

WHEREAS, the City has previously declared Redevelopment Area No. 1 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

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

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

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

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: to install an 8" water line between 9th street and 12th street along the east side of Poplar Street and necessary water service taps to support existing and anticipated development. 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. 1 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project.
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 , to wit:
 - That part of County Subdivision in the W ½ of Section 10, Township 11 North, Range 9 west of the 6th P.M. south of 12th Street and 137' east of the Poplar Street right of way.
 - Lots 8-14 of Block 2 of Pleasant Hill Addition to the City of Grand Island
 - Lots 7-15 of Block 6 of Pleasant Hill Addition to the City of Grand Island
 - Lots 1 and 2 of Ngorski Subdivision
 - Lots 1-7 of Block 3 of Pleasant Hill Addition to the City of Grand Island
 - Lots 1-12 of Block 6 of Pleasant Hill Addition to the City of Grand Island
 - All public right of way adjacent to the properties identified above all in the City of Grand Island, Hall County, Nebraska,

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, a Notice to Divide Tax for Community Redevelopment Project as to the property described above.
4. The City hereby finds and determines that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purposes of accomplishing, in accordance with the general plan for development of the City, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity; and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of a healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreation and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.
5. The Mayor and Clerk are authorized to enter into agreements with the Community Redevelopment Authority for the installation of water mains and related improvements as described in the Redevelopment Plan Amendment.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 26, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

**Redevelopment Plan Amendment
Grand Island CRA Area #1
2009**

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

**Executive Summary:
Project Description**

THE CONSTRUCTION OF AN 8” WATER MAIN BETWEEN 9TH STREET AND 12TH STREET ALONG THE EAST SIDE OF POPLAR STREET AND NECESSARY WATER SERVICE TAPS TO SUPPORT EXISTING AND ANTICIPATED DEVELOPMENT.

The extension of the water line will allow for the development of four to seven single family residential lots adjoining the water line. The current intended use of the property is for development of Habitat for Humanity homes.

Development of the residential lots is impeded by the lack of potable water infrastructure. The redevelopment plan provides for the water line installation, which in turn allows for development of the residential, lots.

The installation is to be made by the City of Grand Island in accordance with its current bidding procedures. The Grand Island Community Redevelopment Authority (CRA) intends to finance this infrastructure improvement by advancing the funds for the infrastructure cost and obtaining repayment capturing the increase in real property ad valorem taxes on the property described herein. The increase in ad valorem taxes generated over the 15 year period beginning January 1, 2011 is intended to reimburse the CRA for its fund advance.

**Description Of The Real Property On Which Tax Increment Will Be Captured:
Property Description** (the “Redevelopment Project Area”)

TAX INCREMENT FINANCING TO PAY FOR THE WATER LINE WILL COME FROM THE FOLLOWING REAL PROPERTY:

This property is located between 9th Street and 12th Street along Poplar Street in northeast Grand Island including:

- That part of County Subdivision in the W ½ of Section 10, Township 11 North, Range 9 west of the 6th P.M. south of 12th Street and 137’ east of the Poplar Street right of way.
- Lots 8-14 of Block 2 of Pleasant Hill Addition to the City of Grand Island
- Lots 7-15 of Block 6 of Pleasant Hill Addition to the City of Grand Island
- Lots 1 and 2 of Ngorski Subdivision
- Lots 1-7 of Block 3 of Pleasant Hill Addition to the City of Grand Island
- Lots 1-12 of Block 6 of Pleasant Hill Addition to the City of Grand Island
- All public right of way adjacent to the properties identified above.

See Attachment #1 for map of boundary of tax increment capture and for Habitat for Humanity lots.

The tax increment will be captured for the tax years the payments for which become delinquent in years 2012 through 2025, inclusive.

The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The largest increase will come from the new housing on the lots that benefit from the new water line.

Statutory Pledge of Taxes.

Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property in the Redevelopment Project Area shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall be January 1, 2011.

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

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

and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such redevelopment project shall be paid into the funds of the respective public bodies.

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

Redevelopment Plan Amendment Complies with the Act:

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

1. Project must be in an area declared blighted and substandard. [§18-2109]

The Redevelopment Project Area has been declared blighted and substandard by action of the Grand Island City Council on December 19, 2000.[§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.

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

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan amendment and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides for installation of necessary infrastructure allowing for development of residential lots.

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

a. Land Acquisition: The Redevelopment Plan for Area #1 provides for real property acquisition and this plan amendment does not prohibit such acquisition.

b. Demolition and Removal of Structures: The project to be implemented with this plan does not intend that any structures be removed or demolished. This amendment does not prohibit demolition elsewhere in the Redevelopment Project Area.

c. Future Land Use Plan: See the attached map (Figure # 1) as reproduced from the 2004 Grand Island Comprehensive Plan as amended. These properties and all adjacent property are planned for low to medium density residential development typically R1, R2 and R3 zoning districts. [§18-2103(b) and §18-2111] The attached map also is an accurate site plan of the area after redevelopment. [§18-2111(5)]

d. Changes to zoning, street layouts and grades or building codes or ordinances or other Planning changes. The area is zoned R2- Low Density Residential zone. Residential development is anticipated based on this project. No changes are anticipated in street layouts or grades. No changes are anticipated in building codes or ordinances. Nor are any other planning changes contemplated. [§18-2103(b) and §18-2111]

e. Site Coverage and Intensity of Use. The R2 zoning district allows for 6000 square foot lots with a minimum width of 50 feet, allowable lot coverage of 35%, maximum building height of 35' and a density of 1 dwelling unit per 6000 square feet of property. Along this 2 block stretch there are 11 single family dwellings, one duplex and one four-plex. The existing land use of the area is shown on Figure #2. There are 12 vacant lots that could be replatted into a maximum of 7 lots that meet the size requirements for single family development in the R2 zone. [§18-2103(b) and §18-2111]. The proposed lot layout for the Habitat for Humanity lots is attached as Figure #3. Four lots each approximately 125' by 59 feet will be located west of Poplar Street and north of 11th Street.

f. Additional Public Facilities or Utilities. Sewer is available to support this development. Additional water services would be installed with the water main project. New sewer services may be needed to support the additional development.

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

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

5. Conflicts of interest by an Authority Member must be disclosed. No member of the Authority, nor any employee thereof holds any interest in any property in the Redevelopment Project Area. [§18-2106]

6. The Act requires that the Authority consider:

a. Method and cost of acquisition and preparation for redevelopment and estimated proceeds from disposal to redevelopers. The Authority shall use general funds on hand to pay for plan preparation and legal fees in the estimated amount of \$5,000.00; the estimated sum of \$130,000 for water line installation and engineering; and the sum of \$1,000 for cost reimbursement for the office of the City Treasurer for accounting. These funds will be repaid from the Tax Increment Revenues generated from the project. No property will be transferred to redevelopers.

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

The Authority shall issue its promissory note in the amount of \$136,000 to bear interest at the rate of 4% per annum. The note shall be held by the Authority in compensation for

general funds advanced to pay for the redevelopment plan and project. The note shall be repaid from the Tax Increment Revenues generated from the Redevelopment Project Area from and after January 1, 2011 through December 2025.

c. Statement of feasible method of relocating displaced families.

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

7. Statutory consideration prior to recommending a redevelopment Plan. Section 18-2113 of the Act requires: Prior to recommending a redevelopment plan to the governing body for approval, an authority shall consider whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the city and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations or conditions of blight.

The Authority has considered these elements in proposing this Plan Amendment. This amendment, in and of itself will promote consistency with the Comprehensive Plan, in that it will allow for the utilization of undeveloped residential lots. The only conceivable impact as a result of the proposed project is the creation of 7 more single family residences. This will impact traffic on Poplar streets. Development of new housing will raise property values and provide a stimulus to keep surrounding properties properly maintained. This will have the intended result of preventing recurring elements of unsafe dwellings and blighting conditions.

8. Time Frame for Development. Development of this project is anticipated to be completed during the 2010 and 2011 calendar years. 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 2011 tax year.

9. Justification of Project. Properties along Poplar Street will need the water line to develop. This is infill development in an area with all city services except water. Water is available and can be extended to serve these lots. Public right-of-way is available for the location of the line. No additional property either through easement or fee purchase is expected to be necessary to install the line. At least 4 undeveloped lots that do not have water service will be made available. Grand Island Area Habitat for Humanity is proposing to build 4 houses in this area. At least two and maybe three additional lots will

be made developable by this project as well. All of the houses along the street will have the opportunity to connect to city water.

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

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

The redevelopment project area currently has an estimated valuation of \$1,115,071. Once the water line is installed, the Authority believes that an additional 4 to 7 homes will be built as a result of Habitat for Humanity projects in 2010. This will result in 4 to 7 current families placing houses on the tax rolls. These families already utilize tax services in the city and county. Therefore no tax shifts will result from the project. The project creates additional valuation that will support taxing entities long after the water line is paid.

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

This plan provides for a new water line that will be paid from Tax Increment Revenues that will increase as a result of the project. No additional public service needs have been identified.

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

No impact on employers or employees will occur in the Redevelopment Project Area as a result of this plan amendment.

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

No impact on employers or employees should occur outside the boundaries of the Redevelopment Project Area as a result of this plan amendment.

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

No other impacts have been identified as relevant by the Authority.



Figure 1

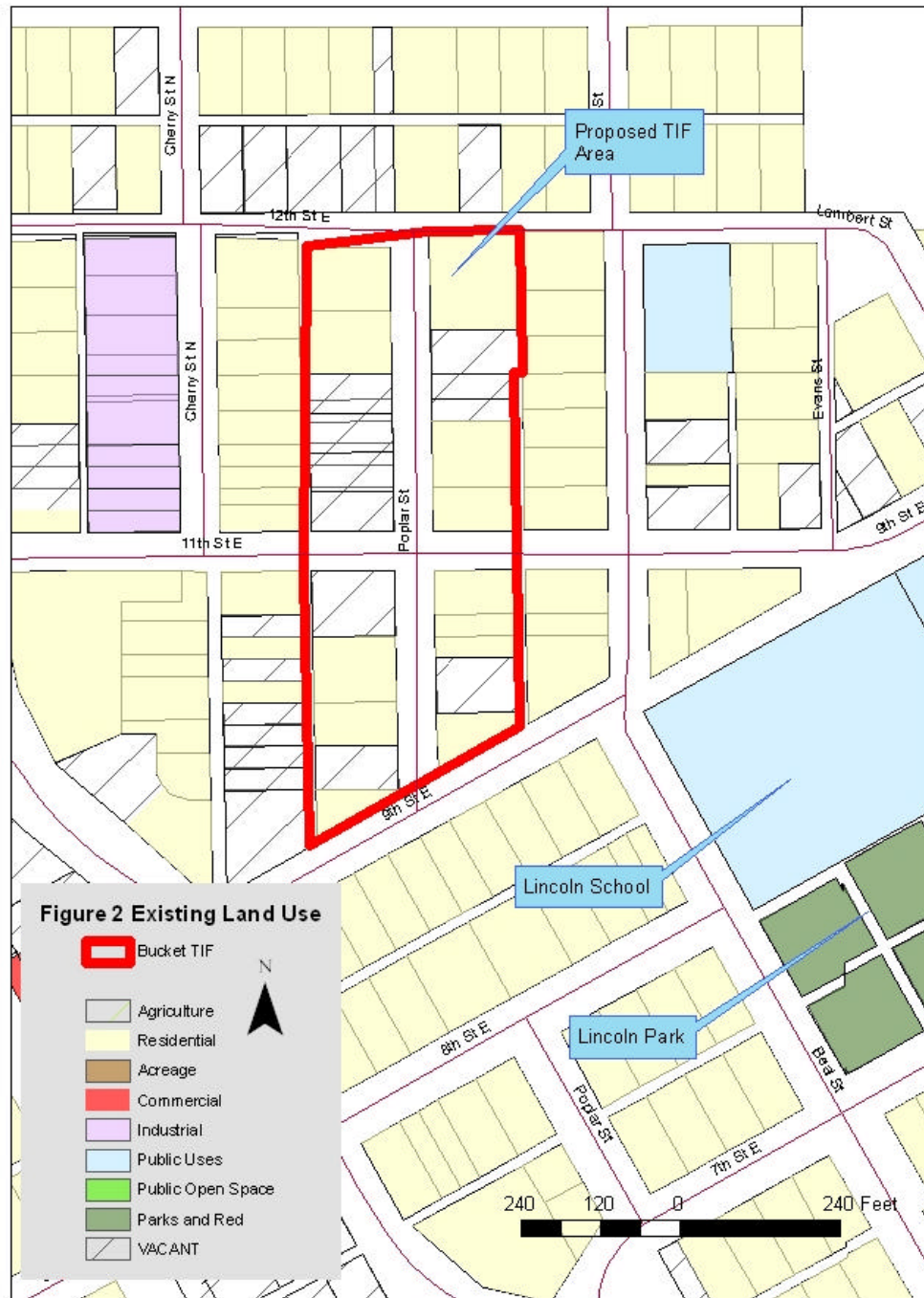


Figure 2

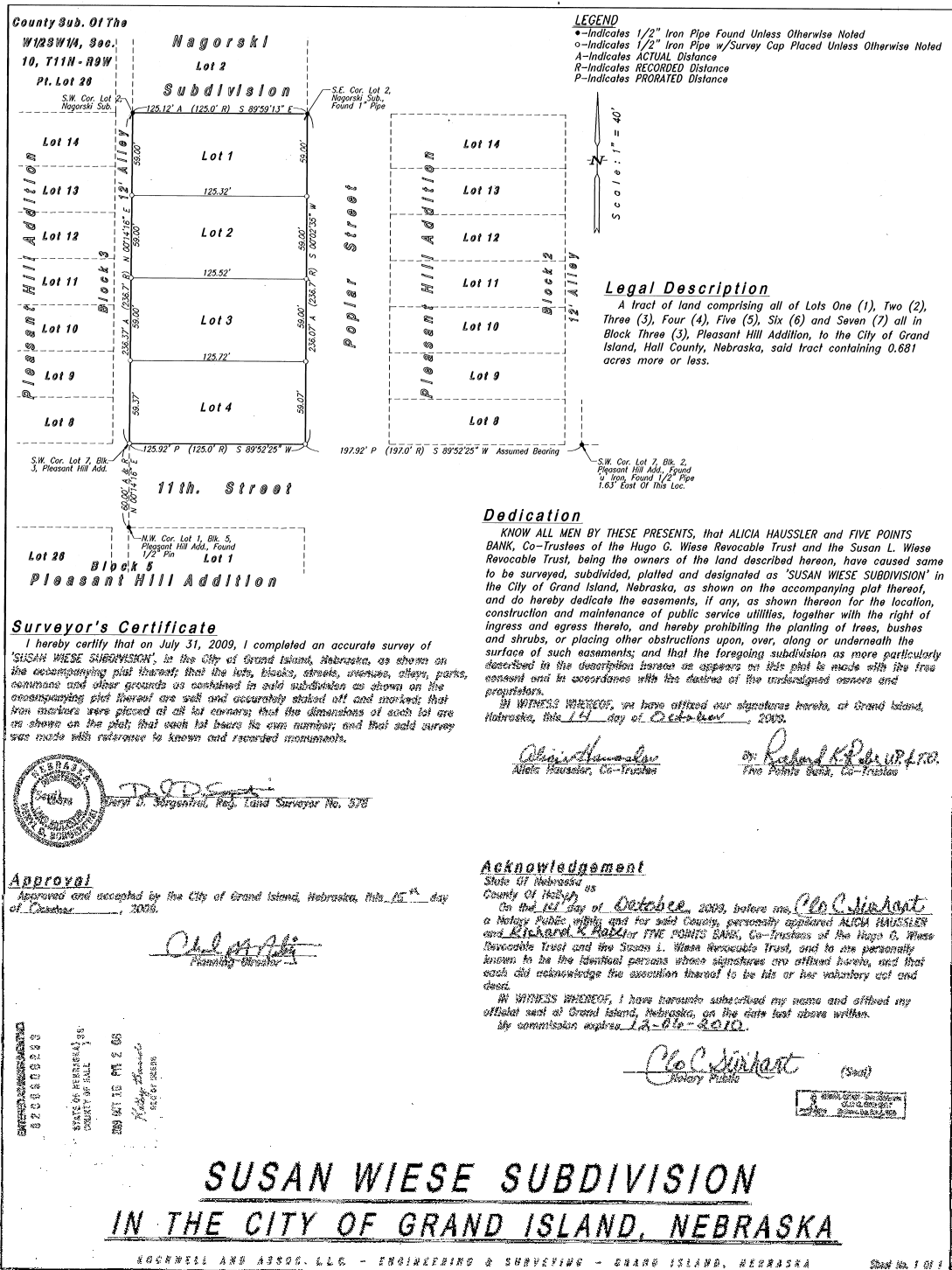


Figure 3



City of Grand Island

Tuesday, January 26, 2010

Council Session

Item G8

#2010-29 - Approving Redevelopment Plan for Real Estate Located at the Southeast Corner of 4th Street and Cedar Street

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

Staff Contact: Chad Nabity

RESOLUTION 2010-29

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

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

WHEREAS, the City has previously declared Redevelopment Area No. 1 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

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

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

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

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: Acquire real estate at 423 W 4th Street; prepare the site for construction and extend necessary utility services construct a new 3150 square foot commercial building to be used as a pharmacy on lots 3 and 4 of Block 39 of Grand Island Original Town in 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. 1 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission with respect to the Redevelopment Contract.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall be January 1, 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 sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 26, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

**Redevelopment Plan Amendment
Grand Island CRA Area #1
November 2009**

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

**Executive Summary:
Project Description**

THE ACQUISITION OF PROPERTY AT 4TH AND CEDAR STREETS BY THE DEVELOPER AND SUBSEQUENT SITE CLEAN UP AND EARTHWORK, UTILITY, LANDSCAPING AND PARKING IMPROVEMENTS NECESSARY FOR THE CONSTRUCTION AND OPERATION OF A RETAIL PHARMACY AT THIS LOCATION.

This property has sat vacant for more than 30 years. The use of Tax Increment Financing to aid in the acquisition and clean up of the property makes it feasible for the proposed development.

The acquisition and site work will be paid for by the developer. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the acquisition and site work. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2011 towards the allowable costs and associated financing for the acquisition and site work.

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

Property Description (the “Redevelopment Project Area”)

This property is located at the southeast corner of 4th Street and Cedar Street in northeast Grand Island including:

- Lots 3 and 4 of Block 39 of Grand Island Original Town

The tax increment will be captured for the tax years the payments for which become delinquent in years 2012 through 2025, inclusive.

The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The increase will come from the retail pharmacy to be constructed on the property to be acquired.

Statutory Pledge of Taxes.

Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property in the Redevelopment Project Area shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall be January 1, 2011.

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

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

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

Redevelopment Plan Amendment Complies with the Act:

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

1. The Redevelopment Project Area has been declared blighted and substandard by action of the Grand Island City Council on December 19, 2000.[§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.
2. Conformation to the General Plan for the Municipality as a whole. [§18-2103 (13) (a) and §18-2110]

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

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

a. Land Acquisition:

The Redevelopment Plan for Area #1 provides for real property acquisition and this plan amendment does not prohibit such acquisition.

b. Demolition and Removal of Structures:

The project to be implemented with this plan does not intend that any structures be removed or demolished. This amendment does not prohibit demolition elsewhere in the Redevelopment Project Area.

c. Future Land Use Plan

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

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

The area is zoned B2- General Business zone. Commercial development is anticipated based on this project. No changes are anticipated in street layouts or grades. No changes

are anticipated in building codes or ordinances. Nor are any other planning changes contemplated. [§18-2103(b) and §18-2111]

e. Site Coverage and Intensity of Use

The developer is proposing to a retail pharmacy at this site. The total square footage of the building will be 3,150 square feet. The property is zoned B2 General Business and could accommodate a building of up to 100% of the property or 17,424 square feet. [§18-2103(b) and §18-2111]

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.

f. 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.

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

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

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

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

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

The developer has provided a copy of the purchase agreement for the property with a purchase price of \$96,000. Costs for preparation for development are estimated at \$77,000.

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

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

The developer will provide all necessary financing for the project. That portion of the borrowed funds that can be attributed to eligible expenditures including: acquisition of the property; and subsequent site clean up and earthwork, utility, landscaping and parking improvements as necessary; and architecture, engineering and legal fees; and interest associated with the debt issued to cover these expenditures. . These funds will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2011 through December 2025.

c. Statement of feasible method of relocating displaced families.

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

7. Section 18-2113 of the Act requires:

Prior to recommending a redevelopment plan to the governing body for approval, an authority shall consider whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the city and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from

fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations or conditions of blight.

The Authority has considered these elements in proposing this Plan Amendment. This amendment, in and of itself will promote consistency with the Comprehensive Plan, in that it will allow for the utilization of undeveloped commercial lots. The only conceivable impact as a result of the proposed project is the creation of additional retail space in a commercial district. This will impact traffic on 4th Street. New commercial development will raise property values and provide a stimulus to keep surrounding properties properly maintained. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions.

8. Time Frame for Development

Development of this project is anticipated to be completed during the 2010 and 2011 calendar years. 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 2011 tax year.

9. Justification of Project

This property has been vacant for more than 30 years. This is infill development in an area with all city services available. Pharmacy Properties LLC is proposing to build a retail pharmacy in this area. Very little new construction has occurred within the 4th street business district in the last 30 years. This project does not propose to tear down any buildings with historic value but rather seeks to use vacant property for new construction.

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

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

The redevelopment project area currently has an estimated valuation of \$39,495. After acquisition of the property and subsequent improvements a retail pharmacy will be built at this location. This will result in a \$387,000 commercial building being placed on the tax rolls. The proposed investment is substantially higher than the taxable value of the building. No tax shifts are anticipated from the project. The project creates additional valuation that will support taxing entities long after the project is paid off.

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

No additional public service needs have been identified.

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

The proposed facility will provide job for pharmacists and associated retail personnel.

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

This facility could draw employees from other similar facilities within the City.

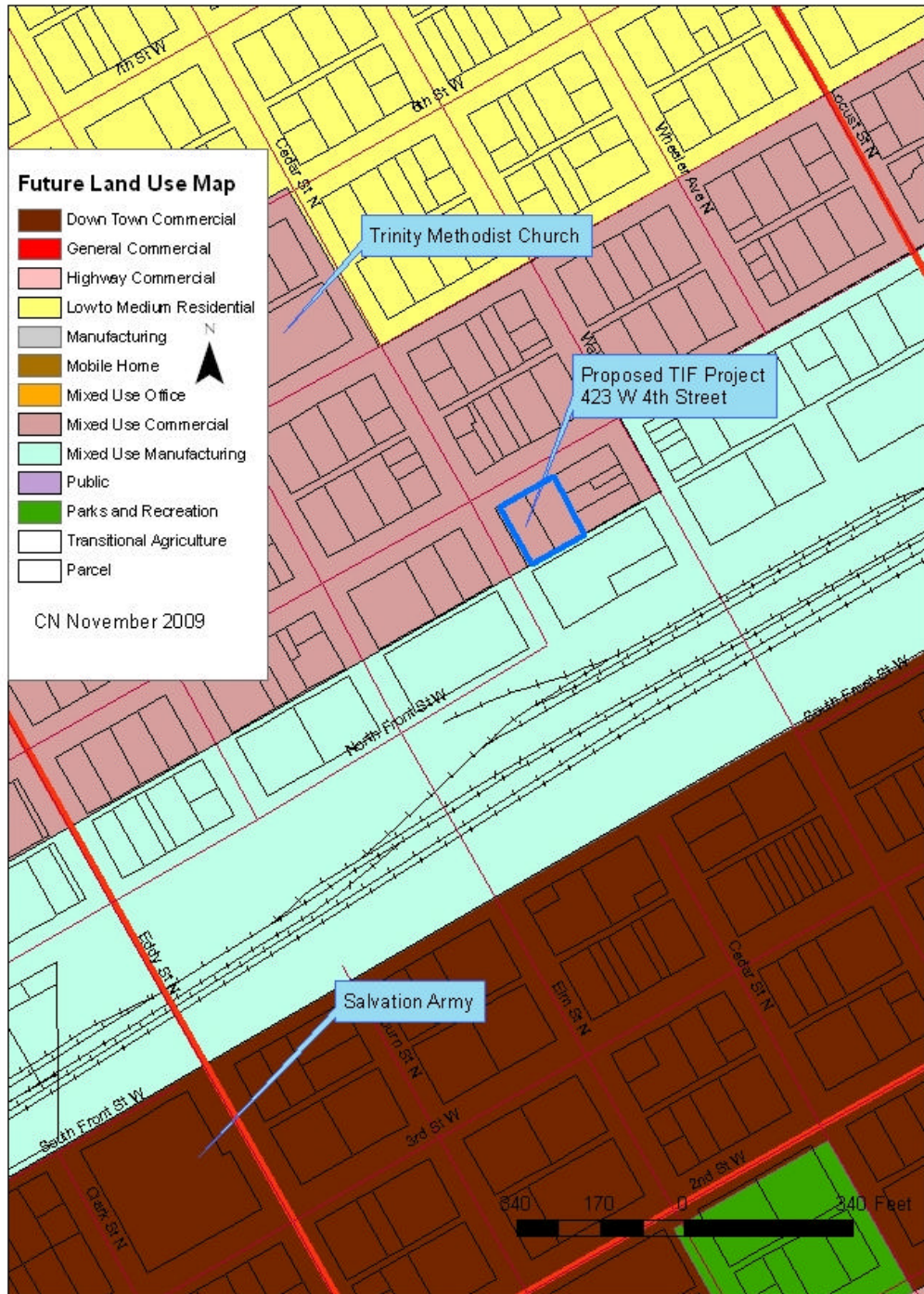
(e) Any other impacts determined by the authority to be relevant to the consideration of costs and benefits arising from the redevelopment project.

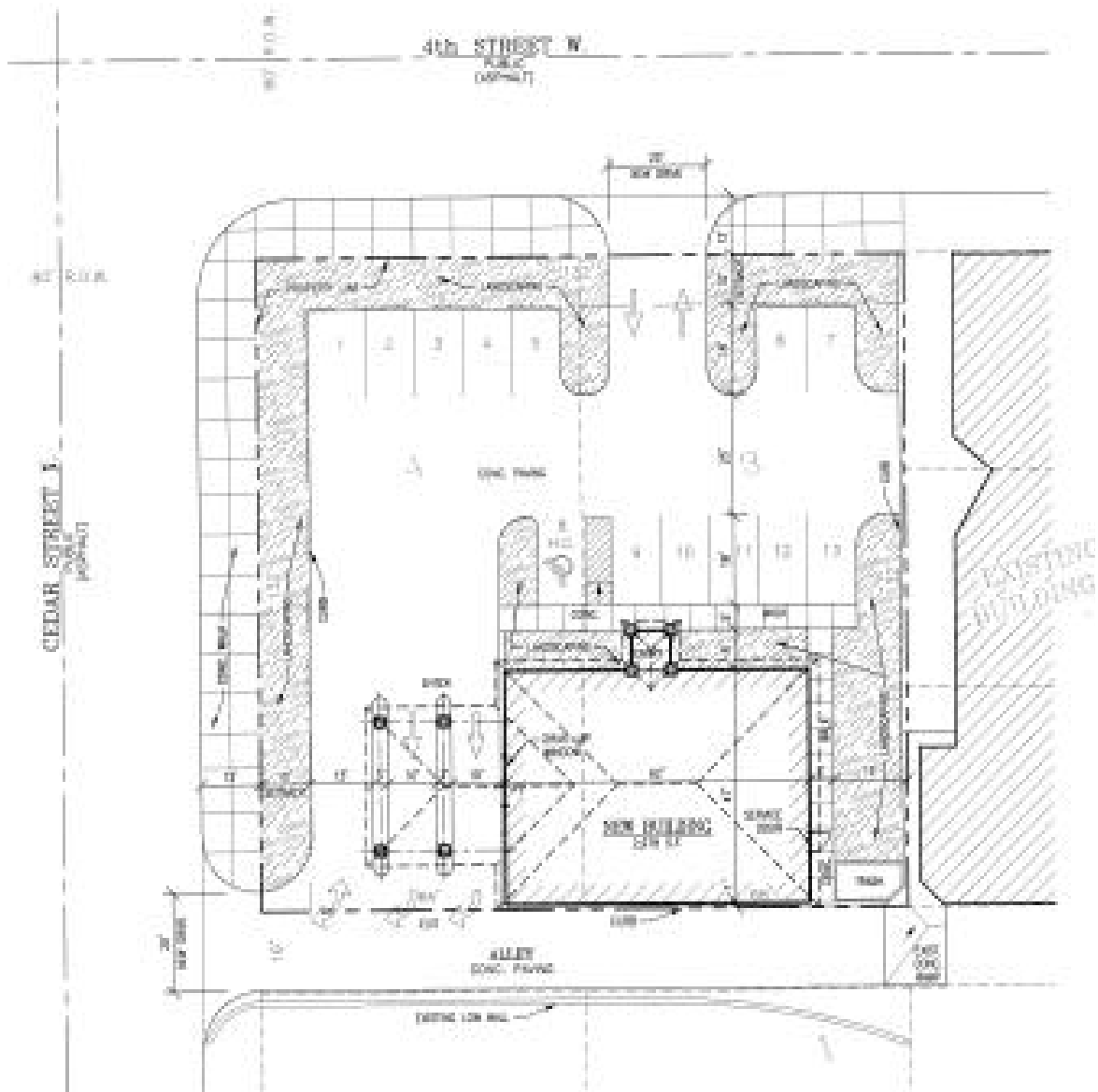
This proposed development represents some of the first new construction along this stretch of 4th Street in many years. Many of the existing buildings have been rehabilitated and reused but there has been little to no new construction.

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 in 2012. 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 \$111,000. Based on the purchase price of the property and estimates of the expenses of eligible activities the developer will spend \$177,000 on TIF eligible activities.







Proposed Site Plan for Development at 423 W 4th Street in Grand Island, NE



City of Grand Island

Tuesday, January 26, 2010

Council Session

Item G9

#2010-30 - Approving Community Revitalization CDBG Phase 1 Grant Application

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

Staff Contact: Joni Kuzma

RESOLUTION 2010-30

WHEREAS, the City of Grand Island, Nebraska, is an eligible unit of a general local government authorized to file an application through the Nebraska Department of Economic Development for a Community Development Block Grant; and

WHEREAS, the Nebraska Department of Economic Development is presently accepting grant applications for community revitalization; and

WHEREAS, a grant application has been prepared to request funding for water main replacement in a combined project area of Block Groups 11 and 12; and

WHEREAS, the City is requesting a \$257,794 grant which includes grant funds up to \$239,784 for water main and fire hydrant replacement and an amount not to exceed 7% (\$18,046) for General Administration; and

WHEREAS, the required 1:1 cash match of \$239,748 in matching funds will be met by the City through the completion of other eligible projects.

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

1. The City of Grand Island, Nebraska is hereby authorized to apply for financial assistance from the Nebraska Department of Economic Development for the purpose of completion of a water main replacement in the designated project area; and
2. The Mayor is hereby authorized and directed to execute such grant application and other documentation on behalf of the City of Grand Island for such grant process.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 26, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 21, 2010	☐ City Attorney



City of Grand Island

Tuesday, January 26, 2010

Council Session

Item G10

#2010-31 - Approving Transfer from the General Fund to the Debt Service Fund

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, Finance Director
Meeting: January 26, 2010
Subject: Transfer from the General Fund to the Debt Service Fund
Item #'s: G-10
Presenter(s): Mary Lou Brown, Finance Director

Background

Attached is the City of Grand Island Cash Position Report as of December 31, 2009. The far right column has been added to track the Net Assets position of each Fund and Function. Based on the Net Assets detail on this report, it is necessary to transfer funds from the General Fund to the Debt Service Fund.

Net Assets is the calculation of Total Assets less Total Liabilities and is used to determine if a Fund is negative and not the cash balance according to the Nebraska State Auditor's office. Receipts in the Debt Service Fund come from property tax receipts; the disbursements are for the City's bond principal, interest and fee payments.

This Fund's Net Assets became negative during the month of December. The City made several bond principal, interest and fee payments during the month of December. The timing of the property tax receipts is not correlated with the disbursements and thus the Fund has the negative Net Assets balance.

Discussion

The solution to the negative Net Assets for the Debt Service Fund is the following:

Fund the negative Net Assets balance

The Net Assets balance as of 12/31/09 is \$(90,880). Additional property tax receipts will be received between now and the time of the next bond payments. Prior to the next disbursements, a calculation will be done to determine if any additional transfer from the General Fund is necessary. Since there will not be any additional disbursement activity for several months, the transfer amount should be the minimum required to return the Net Assets to a positive status. The transfer is recommended at a level of \$91,000.00.

With this action, there is resolution with Nebraska Budget Act 13-510 which states, “Whenever during the current fiscal year or biennial period it becomes apparent to a governing body that due to unforeseen emergencies there is temporarily insufficient money in a particular fund to meet the requirements of the adopted budget of expenditures for that fund, the governing body may by a majority vote, unless otherwise provided by state law, transfer money from other funds to such fund.”

Alternatives

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

Transfer money from the General Fund (Fund 100) to the Debt Service Fund (Fund 310) in the amount of \$91,000 to eliminate the negative Net Assets balance.

Recommendation

City Administration recommends that the Council approve the transfer of \$91,000 from the General Fund (Fund 100) to the Debt Services Fund (Fund 310) to eliminate the negative Net Assets balance.

Sample Motion

Move to approve the transfer of \$91,000 dollars from the General Fund (Fund 100) to the Debt Services Fund (Fund 310).

CITY OF GRAND ISLAND

CASH POSITION

December 31, 2009

	<u>BALANCE</u> <u>9/30/2009</u>	<u>SOURCES</u>	<u>USES</u>	<u>BALANCE</u> <u>12/31/2009</u>	<u>BALANCE</u> <u>12/31/2008</u>	<u>INCREASE</u> <u>(DECREASE)</u>	<u>BUDGET</u> <u>9/30/2010</u>	<u>INCREASE</u> <u>(DECREASE)</u>	<u>NET</u> <u>ASSETS</u>
GENERAL FUND	5,756,927	9,062,674	12,216,267	2,603,334	3,162,374	(559,040)	4,180,504	(1,577,170)	283,393,920
excludes State Fair Bldg transactions									
Library Trust	26,493	5,522	-	32,016	23,845	8,171	31,124	892	32,016
Cemetery Trust	481,994	22,435	-	504,429	460,405	44,024	500,579	3,850	519,955
TOTAL PERMANENT FUNDS	508,487	27,958	-	536,445	484,250	52,195	531,703	4,742	551,971
Gas Tax	2,393,139	905,835	943,779	2,355,195	2,370,882	(15,687)	206,035	2,149,160	2,710,455
Enhanced 911	463,974	22,000	16,243	469,731	320,268	149,463	468,195	1,536	635,067
Keno	39,438	59,907	-	99,345	45,231	54,113	37,288	62,057	119,975
Community Youth Council	71,194	2,398	815	72,777	72,702	75	57,949	14,828	73,202
Revolving Loan	75,022	4,715	588	79,150	18,771	60,379	9,052	70,098	419,626
Economic Development	974,447	755,712	972,500	757,659	695,734	61,925	487,593	270,066	1,216,826
Homestead Loans	85,628	6,076	27	91,677	112,329	(20,653)	4,032	87,645	487,244
Community Development	282	625	32,119	(31,211)	(21,011)	(10,200)	3,735	(34,946)	1,701,953
Community Grants	74,356	105,048	199,080	(19,676)	91,956	(111,632)	78,480	(98,156)	438,996
Police Grants	42,789	35,601	22,273	56,116	44,125	11,992	28,953	27,163	64,541
Parking District #1	88,361	37,464	8,514	117,311	121,393	(4,081)	35,038	82,273	358,756
Parking District #2	143,640	5,754	3,587	145,806	139,953	5,853	75,118	70,688	236,391
Backflow	(15,217)	16,306	18,863	(17,774)	(13,356)	(4,418)	(43,109)	25,335	(10,682)
Local Assistance	91,184	7,500	1,864	96,820	105,315	(8,495)	87	96,733	100,143
TOTAL SPECIAL REVENUE FUNDS	4,528,235	1,964,942	2,220,251	4,272,926	4,104,292	168,634	1,448,446	2,824,480	8,552,493
DEBT SERVICE FUND	92,002	252,073	625,690	(281,615)	449,145	(730,760)	160	(281,775)	(90,880)
Capital Projects	294,450	1,921,096	1,126,936	1,088,609	24,769	1,063,840	12,282	1,076,327	8,858,289
Special Assessments	274,304	39,260	1,500	312,064	590,214	(278,150)	398,720	(86,656)	1,333,248
TOTAL CAPITAL PROJECT FUNDS	568,754	1,960,356	1,128,436	1,400,674	614,984	785,690	411,002	989,672	10,191,537

CITY OF GRAND ISLAND

CASH POSITION

December 31, 2009

	<u>BALANCE</u> <u>9/30/2009</u>	<u>SOURCES</u>	<u>USES</u>	<u>BALANCE</u> <u>12/31/2009</u>	<u>BALANCE</u> <u>12/31/2008</u>	<u>INCREASE</u> <u>(DECREASE)</u>	<u>BUDGET</u> <u>9/30/2010</u>	<u>INCREASE</u> <u>(DECREASE)</u>	<u>NET</u> <u>ASSETS</u>
Solid Waste	7,634,866	694,269	544,096	7,785,039	7,439,818	345,221	7,518,881	266,158	8,858,289
Golf Course	(213,302)	54,806	126,208	(284,704)	(296,393)	11,689	(240,320)	(44,384)	(135,323)
Electric Utility	28,406,448	25,653,250	26,311,959	27,747,738	25,369,132	2,378,606	15,509,000	12,238,738	148,498,895
Water Utility	2,772,717	2,224,990	1,596,191	3,401,516	3,716,911	(315,395)	953,370	2,448,146	43,610,142
Wastewater Utility	11,432,643	2,569,031	2,295,711	11,705,963	11,071,301	634,662	4,481,615	7,224,348	52,091,953
TOTAL ENTERPRISE FUND	50,033,332	31,196,346	30,874,165	50,355,553	47,300,770	3,054,783	28,222,546	22,133,007	252,923,956
Information Technology	146,370	622,327	184,877	583,820	461,612	122,208	8,384	575,436	864,219
Fleet Services	55,446	458,671	338,921	175,197	177,967	(2,771)	(32,473)	207,670	530,327
General Insurance	6,165,290	2,584,535	1,305,841	7,443,983	6,482,551	961,432	5,953,414	1,490,569	5,925,583
Equipment Reserve	312,489	26,755	-	339,244	277,867	61,377	136,406	202,838	339,244
TOTAL INTERNAL SERVICE FUND	6,679,595	3,692,288	1,829,640	8,542,243	7,399,997	1,142,246	6,065,731	2,476,512	7,659,373
Cafeteria Plan	55,929	124,342	124,367	55,904	46,622	9,282	31,213	24,691	55,904
Other Agencies	124,856	104,152	123,169	105,839	119,526	(13,687)	141,932	(36,093)	87,961
BID Assessments	920	188,640	185,922	3,639	59,863	(56,224)	-	3,639	12,069
Police and Fire Pension	(45,143)	74,791	44,283	(14,635)	(92,388)	77,754	-	(14,635)	(1,528,728)
Police Reserve	177,463	4,925	112,357	70,031	191,177	(121,146)	88,913	(18,882)	70,031
Fire Reserve	6,106,593	315,746	665,390	5,756,949	5,809,615	(52,666)	3,678,438	2,078,511	3,586,977
TOTAL FIDUCARY FUND	6,420,618	812,597	1,255,489	5,977,727	6,134,415	(156,688)	3,940,496	2,037,231	2,284,214
TOTAL ALL FUNDS	74,587,951	48,969,233	50,149,937	73,407,286	69,650,227	3,757,060	44,800,588	28,606,698	565,466,584

RESOLUTION 2010-31

WHEREAS, the Debt Service Fund meets the definition of a Fund for Nebraska Budget Act 13-510; and

WHEREAS, the Debt Service Fund as of December 31, 2009 has a negative Net Assets balance; and

WHEREAS, Nebraska Budget Act 13-510 allows for the transfer of money from other funds to such fund in which there is temporarily insufficient money to meet the requirements of the adopted budget of expenditures; and

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

The Finance Director is hereby authorized and directed to transfer \$91,000 from the General Fund to the Debt Service Fund to provide adequate money to meet the requirements of the adopted budget of expenditures for that Fund.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 26, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 21, 2010	☐ City Attorney



City of Grand Island

Tuesday, January 26, 2010

Council Session

Item G11

**#2010-32 - Approving Change Order #1 for Water Main Project
2009-W-3 - Water Main Extension - Husker Hwy. and 60th Road**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Gary R. Mader, Utilities Director
Wesley Nesor, Asst. City Attorney/Purchasing

Meeting: January 26, 2010

Subject: Change Order #1 - Water Main Project 2009-W-3 Water Main Extension – Husker Hwy. and 60th Road

Item #'s: G-11

Presenter(s): Gary R. Mader, Utilities Director

Background

In February, 2009, the Council approved an Interlocal Agreement between the City of Grand Island, the Village of Alda, and the U.S. Department of Agriculture – Rural Development, for construction of a water main to provide a safe water supply to the Village. The Agreement provides for the City to construct the water line and the Village to pay the City a connection fee for that project.

Contract specifications and plans were prepared for the project. Bids were received on July 1, 2009, and at the July 14 Council meeting, Van Kirk Brothers Contracting of Sutton, Nebraska was awarded the contract for construction of the project.

Discussion

To date, all piping and related infrastructure have been installed. Out of the total 15,076 lf of water main, 2,570 lf have been successfully pressure tested and disinfected, and placed in service. The contractor is currently working on the specified testing of the rest of the project. Of the remaining 12,506 lf, approximately 56% has passed pressure testing, but has not yet been disinfected. The balance of the testing has been temporarily suspended due to the record snow falls and below freezing temperatures in December.

As listed in Van Kirk's bid, the contractor originally anticipated 185 days from the Notice to Proceed to complete the project. This established the date of February 6, 2010 as the date all work was to be completed. A copy of the Notice to Proceed is attached for reference.

Due to the adverse weather conditions, Van Kirk Brothers Contracting is requesting a 90 day extension to the contract to complete the contract requirements. This would set a new completion date of May 6, 2010, allowing additional time for testing, certification, and site restoration.

The extension does not change the dollar amount of the contract, nor does the extension impact the schedule for delivery of water to the Village of Alda. The Village has not yet advertised for their phase of construction, which must be completed prior to the Village being able to receive water supply from the Grand Island water system.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Change Order No. 1 with Van Kirk Brothers Contracting, of Sutton, Nebraska; extending the contract completion date to May 6, 2010. There is no change to the contract's price.

Sample Motion

Move to approve Change Order No. 1 with Van Kirk Brothers Contracting, of Sutton, Nebraska, to extend the completion date for Water Main Project 2009-W-3 to May 6, 2010.



CHANGE ORDER #1

TO: Van Kirk Bros. Contracting
1200 West Ash Street, PO Box 585
Sutton, NE 68979

PROJECT: Water Main Project 2009-W-3
Water Main Extension – Husker Highway & 60th Road

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

1. Amend the completion date of the project from FEBRUARY 6, 2010 to MAY 6, 2010. (90 day time extension due to inclement weather.)

Change Order #1

\$ 0.00

Approval and acceptance of this Change Order acknowledges understanding and agreement that all work, including restoration, shall be completed on or before the date indicated above. Additional claims will not be considered.

APPROVED: **CITY OF GRAND ISLAND**

By: _____
Mayor

Date: _____

Attest: _____

Approved as to Form, City Attorney

ACCEPTED: **VAN KIRK BROS. CONTRACTING**

By: _____

Date: _____



Working Together for a
Better Tomorrow. Today.

NOTICE TO PROCEED

Mike Huffaker
Van Kirk Bros. Contracting
1200 West Ash Street
PO Box 585
Sutton, NE 68979-0585

RE: Water Main Project 2009-W-3

This will serve as the formal *Notice to Proceed* with the work under the provisions of the Contract documents for Water Main Project 2009-W-3; and consists of furnishing all materials, equipment, labor, and appurtenances thereto for the complete installation thereof.

The project is generally located in the southwestern part of the City of Grand Island, commencing at Engleman Road and running westerly within the Husker Highway right-of-way to 60th Road; thence southerly along 60th Road to U.S. Highway 30.

Per the Contract agreement, all work shall be complete within 185 days from the issue date of this Notice to Proceed.

Aug 5, 2009
Date

CITY OF GRAND ISLAND – UTILITIES DEPARTMENT

A handwritten signature in cursive script that reads "Tom Barnes".

Tom Barnes
Engineering Manager - Utilities

c: File / G. Mader / B. Smith

VAN KIRK BROS. CONTRACTING

VAN KIRK SAND & GRAVEL, INC.

1200 West Ash, PO Box 585

Sutton, NE 68979

PHONE (402) 773-5250

FAX (402) 773-5480

vkbro@mainstaycomm.net

December 28, 2009

City of Grand Island

Attn: Tom Barnes

PO Box 1968

100 East 1st Street

Grand Island, NE 68802-1968

RE: Water Main Extension Husker Highway & 60th Road

CHANGE ORDER REQUEST #1

The following is a change order request for a 90 day time extension due to inclement weather.

Should you have any questions regarding this change order, please contact our office or Jim Van Kirk at (402) 469-8211.

Thank you,



Melissa Scheidemann

Van Kirk Bros. Contracting

RESOLUTION 2010-32

WHEREAS, Van Kirk Brothers Contracting, of Sutton, Nebraska was awarded the contract for construction of Water Main Project 2009-W-3; a water line to the Village of Alda; and

WHEREAS, the City of Grand Island and the surrounding area received record snow falls and below freezing temperatures in the month of December, 2009; and

WHEREAS, Van Kirk's bid originally anticipated 185 days from the Notice to Proceed to complete the project, that completion date being February 6, 2010; and

WHEREAS, due to the adverse weather conditions, Van Kirk Brothers Contracting is requesting a 90 day extension to the contract to complete the contract requirements; and

WHEREAS, the extension does not change the dollar amount of the contract.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #1 with Van Kirk Brothers Contracting, of Sutton, Nebraska resulting in a time extension of 90 days, for a new completion date of May 6, 2010, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 26, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form _____
January 21, 2010 City Attorney



City of Grand Island

Tuesday, January 26, 2010

Council Session

Item G12

**#2010-33 - Approving the Power Sales and Marketing Agreements
between the City of Grand Island and Omaha Public Power District**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Gary R. Mader, Utilities Director
Wesley Nespor, Asst. City Attorney/Purchasing

Meeting: January 26, 2010

Subject: Power Sale and Marketing Agreements between the City of Grand Island, Utilities Dept. and Omaha Public Power District

Item #'s: G-12

Presenter(s): Gary R. Mader, Utilities Director

Background

The nation's electric utilities are interconnected by a high voltage transmission grid that provides greatly increased stability and reliability for all electric users. The interconnections allow utilities to provide reserves, address emergency conditions and to routinely buy and sell power as market conditions allow. Within the national electric grid, major transmission owner/operators are assigned responsibilities for control of the transmission in their service areas and are required to balance the generation, load and power interchanges within their areas. Those areas of responsibility are termed Control Areas. For most of the area of the State of Nebraska, the major transmission owner/operator is the Nebraska Public Power District (NPPD) and that utility has responsibility for the Control Area in which Grand Island's power plants are located. In accordance with a number of agreements over the years, Grand Island Utilities accesses regional transmission service via its interconnections with NPPD. Additionally, the sale of power to other utilities by Grand Island is accomplished in accordance with agreements with NPPD, as NPPD has responsibility for the Control Area in which the City's generation is located.

In May of 2009, the Utilities Department began receiving power from the Omaha Public Power District (OPPD) Nebraska City Unit #2 (NC2). NC2 is a 670 MW coal-fired power plant located along the Missouri River, south of Omaha. Grand Island is one of multiple participants in this major addition of base load capacity in the state. The NC2 plant is located outside of the NPPD Control Area, in the OPPD Control Area. The physical location of NC2 opens opportunities for power sales directly from that Control Area. The Utilities Department has approached both NPPD and OPPD regarding the potential of power sales directly from the NC2 plant from the OPPD Control Area.

Discussion

Discussions began with OPPD and NPPD to determine the best route to take in order to establish an agreement that would not dramatically change the normal operations with NPPD but would allow Grand Island the option of using OPPD as a marketer of Grand Island's NC2 generation share. NPPD drafted an operational procedure that defines the changes in responsibilities of each entity under this arrangement. OPPD then provided a Power Purchase and Sale Agreement. This agreement defines the terms and conditions for various power transactions and is OPPD's standard Power Sale Agreement used to conduct business with other utilities. A copy of this standard agreement is attached. Additionally, this agreement contains exhibits, forms and supplements that are considered confidential by OPPD.

Also, OPPD provided a Joint Marketing/Services Agreement. This is a detailed agreement that applies solely to Grand Island's NC2 generation and specifies each party's responsibilities in detail. OPPD also considers the Marketing/Services Agreement confidential. The confidential attachments to the Power Purchase and Sale Agreement, and the Joint Marketing/Services Agreement are provided to the Council under separate cover.

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 Power Purchase and Sale Agreement and the Joint Marketing/Services Agreement with Omaha Public Power District.

Sample Motion

Move to approve the Power Purchase and Sale Agreement and the Joint Marketing/Services Agreement with Omaha Public Power District.

POWER PURCHASE AND SALE AGREEMENT

This Agreement made and entered into this 26 day of January, 2010. By and between OMAHA PUBLIC POWER DISTRICT ("OPPD"), a public corporation and political subdivision of the State of Nebraska, and CITY of GRAND ISLAND UTILITIES DEPARTMENT, NEBRASKA ("CITY"), hereby agree as follows:

1. **Certain Definitions.** For purposes of this Agreement, the following terms are defined:
 - (a) "Affiliate" shall mean any Person controlling, controlled by, or under common control with another Person.
 - (b) "Authorized Representative(s)" shall mean those OPPD and CITY personnel authorized to both purchase and sell Power on behalf of each respective party.
 - (c) "Control Area Services" shall mean the exercise of operating control of the resources necessary to meet the requirements for a Transaction within a party's control area on an instantaneous and continuous basis.
 - (d) "Facilities" shall mean all generation, transmission, distribution, communication, and other equipment utilized by either party in connection with a Transaction.
 - (e) "Incremental Cost" shall mean, with respect to a Transaction:
 1. The cost of the fuel, operating labor and maintenance required to generate the energy necessary to supply (i) the scheduled delivery to the receiving party, plus (ii) the incremental losses incurred on the supplying party's system, plus (iii) the energy supplied to any intervening system or systems as compensation for losses.
 2. The cost of starting and operating any generating units that must be started as a result of supplying such energy.
 3. The supplying party's cost of purchased energy if the purchase is made as a result of supplying such energy. The incremental cost per kilowatt-hour for any particular transaction shall be the total of such costs divided by the kilowatt-hours scheduled for delivery to the receiving party either directly by the supplying party or through an intervening system or systems.
 - (f) "Person" shall mean any individual, association, partnership, corporation or other legally recognized entity.
 - (g) "Power" shall mean energy and/or capacity for sale to, or purchase by, a party in accordance with this Agreement.
 - (h) "Prudent Utility Practice" shall mean any of the practices, methods and acts at a particular time, which, in the exercise of reasonable judgment in the light of the facts, including but not limited to the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry prior thereto, known at the time the decision was made, would have been expected to accomplish the

desired result at the lowest reasonable cost consistent with reliability, safety and expediency. In applying the standard of Prudent Utility Practice to any matter under this Agreement, equitable consideration should be given to the circumstances, requirements and obligations of each of the parties. It is recognized that Prudent Utility Practice is not intended to be limited to a single best practice, method or act to the exclusion of all others, but rather can be within a spectrum of possible practices, methods or acts that could reasonably have been expected to accomplish the desired result.

- (i) "Regulatory Authority" shall mean any federal, state or local governmental or regulatory body (excluding OPPD), or any agency or instrumentality thereof, having competent jurisdiction over either party or such party's Facilities.
- (j) "Transaction(s)" shall mean the sale or purchase of Power by the parties in accordance with this Agreement.

2. **Scope.** The parties may engage in Transactions for the purchase or sale of Power in accordance with the following terms and conditions; provided, however that this Agreement shall not obligate either party to engage in any such Transactions.

- (a) At any time during the Term of this Agreement, the parties may notify each other that Power is available for purchase or sale. Sales of Power by CITY to OPPD shall be pursuant to Electric Rate Schedule No. 1, attached hereto as Exhibit A. Sales of Power by OPPD to CITY shall be at the rates established in an applicable service schedule, approved by the OPPD Board of Directors, and attached hereto as Exhibits "B" through "D", inclusive. OPPD may from time to time revise these service schedules by written notice to CITY and, upon sending such notice, the revised service schedules shall be incorporated into this Agreement and shall supersede any previous version thereof.
- (b) OPPD will deliver Power to or receive Power from CITY at the points of interconnection as shown in Supplement 1, which may be revised from time to time.
- (c) Each Transaction shall include, at a minimum, the following terms and conditions: (i) the period of delivery, (ii) the delivery point(s), including Control Area Services necessary to carry out any Transaction and the point of interconnection for the Transaction, (iii) the price of Power pursuant to the attached Service Schedules, (iv) the quantity of Power, (v) the inclusion of and reimbursement for any applicable loss repayment procedures, which in no event shall be less than three percent (3%) of the Power applicable to the Transaction, and (vi) if the Transaction is Firm, it shall also include any conditions or prior obligations which may affect the delivery or acceptance of Power under such Transaction. CITY expressly understands and agrees to abide by any present or future regional emergency procedure(s), which OPPD is obligated to obey.
- (d) The Authorized Representatives for each party shall execute and deliver by facsimile a written confirmation of the terms and conditions of each Transaction using the form attached hereto as Form 1 ("Transaction Form"). Upon receipt of a facsimile Transaction Form by both parties, the Transaction shall become effective and the Transaction Form shall constitute an integral part of this Agreement. Any

conflict, not reasonably capable of reconciliation, between this Agreement and the Transaction Form shall be resolved in favor of this Agreement.

(e) In the event of an emergency curtailment or interruption of energy, the party experiencing or affected by such emergency shall immediately notify the other party's Authorized Representative.

(f) All Transactions shall be conducted in accordance with Prudent Utility Practice.

3. **Term.** This Agreement shall become effective when executed by the parties (and accepted for filing by any Regulatory Authority, including FERC) and shall remain in effect until terminated by either party upon thirty (30) day's prior written notice, or otherwise in accordance with this Agreement; provided, however, that Transactions confirmed in writing, as provided herein, prior to the date of a termination notice shall be completed in accordance with this Agreement.

4. **Billing and Payments.**

(a) Each Transaction shall be accounted for on the basis of scheduled hourly quantities. The accounting period for any Transaction shall be one (1) calendar month. The Authorized Representatives involved in any Transaction shall maintain records of hourly schedules for accounting and operating purposes. Any discrepancy between (i) the amount scheduled by the parties and (ii) the amount scheduled with an interconnecting utility shall be resolved by the party responsible for the discrepancy. Any discrepancy between actual and scheduled deliveries or receipts as recorded by OPPD and as recorded by an interconnecting utility, shall be resolved by OPPD and such interconnecting utility without affecting CITY, provided that CITY's schedule with the interconnecting utility is not disputed.

(b) Invoices shall be submitted monthly within ten (10) days following the last day of the month in which Transactions occurred and shall be paid by each party by the earlier of the tenth (10th) day after the statement was received or the twentieth (20th) day of the calendar month in which the statement was received, and if such day is not a business day, the next business day.

(c) Amounts not paid on or before the due date shall be payable with interest accrued daily at the rate of 18% per annum or at the prime rate of interest per annum established by the Morgan Guaranty Trust Company of New York, or its successor, on the last business day of the month in which service was rendered, plus one and one-half percent (1½%) per annum, whichever is greater. If the total balance due including interest, is not paid by the 30th day following the date of the invoice, the interest rate becomes 21% per annum on the 31st day following the date of the invoice, and continues at 21% until the amount of the invoice and total accrued interest is paid in full. In no event will the interest rate herein be greater than the maximum interest rate permitted by Nebraska law.

(d) In the event any portion of an invoice is in dispute, the undisputed amount shall be paid when due. The parties shall endeavor to cooperate and use best efforts to amicably and promptly resolve such disputes. Upon determination of the correct amount, whether by agreement or otherwise, the proper adjustment shall be paid or

refunded promptly after such determination with interest accrued in accordance with Section 4(c) and computed from the date payment was due to the date the adjustment is made.

- (e) All invoices shall be sent to the following addresses:

Omaha Public Power District
444 S. 16th St. Mall, 10E/EP-1
Omaha, NE, 68102-2247
Attn: Energy Marketing & Trading

City of Grand Island, Nebraska
100 East First Street
Grand Island, Nebraska 68802-1968
Attn: Travis Burdett, Assistant Utilities
Director

- (f) All payments shall be wire transferred to the following accounts:

Account Information on File.
For Omaha Public Power District

Account Information on File.
For City of Grand Island, Nebraska

5. **Authorized Representatives.** Each party shall designate one or more Authorized Representative(s) who shall be authorized to act on its behalf with respect to matters contained hereunder, which are the functions and responsibilities of the Authorized Representatives. Within thirty (30) days after execution of this Agreement, each party shall give written notice to the other party of its designation, and shall promptly notify the other party of any subsequent changes in such designation. The Authorized Representatives shall have no authority to modify any of the provisions of this Agreement.
6. **Representations and Covenants.** Each party represents to and covenants with the other as follows:
- (a) that it has the necessary corporate and/or legal authority to enter into this Agreement and any Transactions which it agrees to hereunder, and to perform each and every duty and obligation imposed by this Agreement, and that this Agreement represents a valid, binding and legally enforceable obligation of such party. Each individual affixing a signature to this Agreement represents and warrants that he or she has been duly authorized to execute this Agreement on behalf of the party he or she represents, and that by signing the Agreement, a valid, binding and enforceable legal obligation of said party has been created; and
- (b) that there are no pending, or to its knowledge, threatened, claims, actions, suits, audits, investigations or proceedings by or against such party which could have a material adverse effect on its ability to perform the obligations under this Agreement.
7. **Creditworthiness.** In the event that either Party's creditworthiness, financial responsibility or performance viability become unsatisfactory to the other Party with regard to any transaction pursuant to this Agreement, the dissatisfied Party (the "First Party") may require the other Party (the "Second Party") to provide, at the Party's option (but subject to the First Party's acceptance), either (1) the posting of a Letter of Credit, (2) a cash prepayment, (3) the posting of other acceptable collateral or security by the Second Party, (4) a Guarantee Agreement executed by a creditworthy entity; or (5) some other mutually agreeable method of satisfying the First Party. The Second Party's obligations shall be limited to a reasonable estimate of the damages to the First Party if the Second Party were to fail to perform its

obligations. Events, which may trigger the First Party questioning the Second Party's creditworthiness, financial responsibility, or performance viability, include, but are not limited to, the following:

- (a) The First Party has knowledge that the Second Party (or its Guarantor if applicable) is failing to perform or defaulting under other contracts.
- (b) The Secondary Party has exceeded any credit or trading limit established by the First Party.
- (c) The Second Party or its Guarantor has debt that is rated as investment grade and that debt falls below the investment grade rating by at least one nationally recognized rating agency.
- (d) Other material adverse changes in the Party or its Guarantor's financial condition occur.

If the Second Party or its Guarantor fails to provide such reasonably satisfactory assurances of its ability to perform a transaction hereunder within three (3) business days of demand there, that will be considered an Event of Default under this Agreement and the First Party shall have the right to exercise any of the remedies provided for below.

8. **Default of Transactions under this Agreement and Confirmation Agreements.**

(a) Events of Default

An "Event of Default" shall mean with respect to a Party ("Defaulting Party"):

- 1) The failure by the Defaulting Party to make, when due, any payment required pursuant to this Agreement or Confirmation Agreement if such failure is not remedied within two (2) Business Days after written notice of such failure is given to the Defaulting Party by the other Party ("the Non-Defaulting Party"). The Non-Defaulting Party shall provide the notice by facsimile to the designated contact person for the Defaulting Party and also shall send the notice by overnight delivery to such contact person; or
- 2) The institution, with respect to the Defaulting Party, by the Defaulting Party or by another person or entity of a bankruptcy, reorganization, moratorium, liquidation or similar insolvency proceeding or other relief under any bankruptcy or insolvency law affecting creditor's rights or a petition is presented or instituted for its winding-up or liquidation; or
- 3) The failure by the Defaulting Party to provide adequate assurances of its ability to perform all of its outstanding material obligations to the Non-Defaulting Party under the Agreement or Confirmation Agreement pursuant to Section 7 of this Agreement or any substitute or modified provision in the Confirmation Agreement.
- 4) Seller Failure. If Seller fails to schedule and/or deliver all or part of the Product pursuant to a Transaction, and such failure is not excused under the

terms of the Product or by Buyer's failure to perform, then Seller shall pay Buyer, within five (5) Business Days of invoice receipt, an amount for such deficiency equal to the positive difference, if any, obtained by subtracting the Contract Price from the Replacement Price. The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount.

5) **Buyer Failure.** If Buyer fails to schedule and/or receive all or part of the Product pursuant to a Transaction and such failure is not excused under the terms of the Product or by Seller's failure to perform, then Buyer shall pay Seller, within five (5) Business Days of invoice receipt, an amount for such deficiency equal to the positive difference, if any, obtained by subtracting the Sales Price from the Contract Price. The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount.

6) With respect to its Guarantor, if any:

i) if a material representation or warranty made by a Guarantor in connection with this Agreement, or any transaction entered into hereunder, is false or misleading in any material respect when made or when deemed made or repeated; or

ii) the failure of a Guarantor to make any payment required or to perform any other material covenant or obligation in any guarantee made in connection with this Agreement, including any transaction entered into hereunder, and such failure shall not be remedied within three (3) Business Days after written notice, or

iii) the institution, with respect to the Guarantor, by the Guarantor or by another person or entity of a bankruptcy, reorganization, moratorium, liquidation or similar insolvency proceeding or other relief under any bankruptcy or insolvency law affecting creditor's rights or a petition is presented or instituted for its winding-up or liquidation; or

iv) the failure, without written consent of the other Party, of a Guarantor's guarantee to be in full force and effect for purposes of this Agreement (other than in accordance with its terms) prior to the satisfaction of all obligations of such Party under each transaction to which such guarantee shall relate; or

v) a Guarantor shall repudiate, disaffirm, disclaim, or reject, in whole or in part, or challenge the validity of, any guarantee.

9. **Remedies of Default.** If an Event of Default occurs, the Non-Defaulting Party shall possess the right to terminate all transactions between the Parties under this Agreement upon written notice (by facsimile or other reasonable means) to the Defaulting Party, such notice or termination to be effective immediately upon receipt. If the Non-Defaulting Party fails to exercise this right of termination with thirty (30) days following the time when the

Event of Default becomes known (or more than thirty days if the Non-Defaulting and Defaulting Parties agree to an extension), then such right of termination shall no longer be available to the Non-Defaulting Party as a remedy for the Event(s) of Default; provided, however, this thirty day requirement for exercising termination rights shall not apply to defaults pursuant to Sections 8.a.2 and 8.a.4.iii. The Non-Defaulting Party terminating transaction(s) may do so without making a filing at the Federal Energy Regulatory Commission (FERC). Upon termination, the Non-Defaulting Party shall liquidate all transactions as soon as practicable. The payment associated with termination ("Termination Payment") shall be calculated in accordance with this Section 9 and Section 10. The Termination Payment shall be the sole and exclusive remedy for the Non-Defaulting Party for each terminated transaction ("Terminated Transaction") for the period beginning at the time notice of termination under this Section 9 is received. Prior to receipt of such notice of termination by the Defaulting Party, the Non-Defaulting Party may exercise any remedies available to it at law or otherwise.

Upon termination, the Non-Defaulting Party may withhold any payments it owes the Defaulting Party for any obligations incurred prior to termination under this Agreement or Confirmation Agreement(s) until the Defaulting Party pays the Termination Payment to the Non-Defaulting Party. The Non-Defaulting Party shall possess the right to set-off the amount due it under Sections 8 and 9 by any such payments due the Defaulting Party as provided in Section 10(d).

10. **Liquidation Calculation Options.** The Non-Defaulting Party shall calculate the Termination Payment as follows:

- (a) The Gains and Losses shall be determined by comparing the value of the remaining term, transaction quantities, and transaction prices under each Terminated Transaction had it not been terminated to the equivalent quantities and relevant market prices for the remaining term either quoted by a bona fide third-party offer or which are reasonably expected to be available in the market under a replacement contract for each Terminated Transaction. To ascertain the market prices of a replacement contract, the Non-Defaulting Party may consider, among other valuations, quotations from Dealers in energy contracts, any or all of the settlement prices of the NYMEX power futures contracts (or NYMEX power options contracts in the case of Physically-Settled Options) and other bona fide third party offers, all adjusted for the length of the remaining term and differences in transmission. It is expressly agreed that the Non-Defaulting Party shall not be required to enter into replacement transactions in order to determine the Termination Payment.
- (b) The Gains and Losses calculated under paragraph (a) shall be discounted to present value using the Present Value Rate as of the time of termination (to take account to the period between the time notice of termination was effective and when such amount would have otherwise been due pursuant to the relevant transaction). The "Present Value Rate" shall mean the sum of 0.50% plus the yield reported on page "USD" of the Bloomberg Financial Markets Services Screen (or, if not available, any other nationally recognized trading screen reporting on-line intraday trading in United States government securities) at 11:00 a.m. (New York City, New York time) for the United States government securities having a maturity that matches the average remaining term of the Terminated Transactions, and

- (c) The Non-Defaulting Party shall set off or aggregate, as appropriate, the Gains and Losses (as calculated in Section 10(a)) and Costs and notify the Defaulting Party. If the Non-Defaulting Party's aggregate Losses and Costs exceed its aggregate Gains, the Defaulting Party shall, within three (3) Business Days of receipt of such notice, pay the Termination Payment to the Non-Defaulting Party, which amount shall bear interest at the Present Value rate from the time notice of termination was received until paid. If the Non-Defaulting Party's aggregate Gains exceed its aggregate Losses and Costs, the Non-Defaulting Party, after any set-off as provided in paragraph (d), shall pay the remaining amount to the Defaulting Party within three (3) Business Days of the date notice of termination was received including interest at the Present Value from the time notice of termination was received until the Defaulting Party receives payment.
- (d) The Non-Defaulting Party shall aggregate or set-off, as appropriate, at its election, any or all other amounts owing between the Parties (discounted at the Present Value Rate) under this Agreement and any Confirmation Agreements against the Termination Payment so that all such amounts are aggregated and/or netted to a single liquidated amount. The net amount due from any such liquidation shall be paid within three (3) Business Days following the date notice of termination is received.
- (e) 1) If the Non-Defaulting Party owes the Defaulting Party monies under this Section 10, then notwithstanding the three Business Day payment requirement detailed above, the Non-Defaulting Party may elect to pay the Defaulting Party the monies owed under this Section 10 over the remaining life of the contract(s) being terminated. The Non-Defaulting Party may make this election by providing written notice to the Defaulting Party within three Business Days of the notice being provided to terminate and liquidate under this Section 10. The Non-Defaulting Party shall provide the Defaulting Party with the details on the method for recovering the monies owed over the remaining life of the contract(s). That method shall ensure that the Defaulting Party receives a payment each month through the end of the term of each contract which allows it to receive the monies which would have been due it under sections 10(c) and (d) in total (to be recovered over the term of the contract(s) to replicate as closely as possible the payment streams under such contract(s)) provided that the discounting using the Present Value Rate referenced in Section 10(b) shall not be reflected in determining the amounts to be recovered under this provision.
- 2) This Section 10(e) and the rights and obligations under it shall survive termination of any applicable transactions or agreements.
- 3) The Party owed monies under this Section 10(e) shall have the right to request credit assurances consistent with Section 7 even after termination of any contract or transaction.
- 4) If the Party owing money defaults on its payment obligations consistent with Section 8.a or defaults with regard to providing credit assurances consistent with Section 8.a.3, then the other Party shall have the right (by written notice) at any time after the Party owing money defaults to require that Party to pay

all monies owed under all of the contracts subject to this Section 10(e) within three (3) Business Days of receipt of the written notice. The monies to be paid under this accelerated payment provision shall be the remaining amounts to be paid under the contract(s) reflecting a discount using the Present Value Rate from the date of the written notice.

For the purposes of this Section 10:

- (f) "Gains" means the economic benefit (exclusive of Costs), if any, resulting from the termination of the Terminated Transactions, determined in a commercially reasonable manner as calculated in accordance with this Section 10;
- (g) "Losses" means the economic loss (exclusive of Costs), if any, resulting from the termination of the Terminated Transactions, determined in a commercially reasonable manner as calculated in accordance with this Section 10;
- (h) "Costs" means brokerage fees, commissions, and other similar transaction costs and expenses reasonably incurred in terminating any specifically related arrangements which replace a Terminated Transaction, transmission and ancillary service costs associated with Terminated Transactions, and reasonable attorneys' fees, if any, incurred in connection with the Non-Defaulting Party enforcing its rights with regard to the Terminated Transactions. The Non-Defaulting Party shall use reasonable efforts to mitigate or eliminate these costs.
- (i) In no event, however, shall a Party's Gains, Losses, or Costs include any penalties or similar charges imposed by the Non-Defaulting Party.

11. **Insurance.** During the Term, each party shall maintain and keep in effect, to the reasonable satisfaction of the other party, evidence of self-insurance or the following minimum insurance requirements.

- (a) commercial general liability insurance with a combined single limit with respect to each occurrence of not less than \$1,000,000, insuring such party (and naming the other party as an additional insured) against loss, damage, cost, expense, or liability for any damage to any property or injury, illness or death of any Person occurring or arising as a result of the negligence of such party in connection with the performance of its rights and obligations under this Agreement or any Transaction; and
- (b) worker's compensation insurance as required by law.

12. **Indemnification.** Each party hereby indemnifies and agrees to hold harmless the other party from and against any and all loss, damage, cost, expense, or liability to the extent it arises or results from the negligence or willful misconduct of such party in connection with performance of its rights and obligations under this Agreement, any Transaction, or otherwise from any Default. In no event shall either party be liable for any punitive, consequential, incidental, special damages or lost profits incurred or alleged to have been incurred by anyone. Any party seeking indemnification hereunder ("Indemnitee") shall promptly notify the other party ("Indemnitor") of the nature and amount of such claim and the method and means proposed by the Indemnitee for defending or satisfying such claim.

The Indemnitee shall consult with the Indemnitor respecting the defense and satisfaction of such claim, including the selection of and directions to legal counsel, and the Indemnitee shall not pay or settle any such claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld. In the event OPPD is the Indemnitor, OPPD's liability for indemnification under this section 12 shall be limited to the maximum amount for which a political subdivision may be held liable under the Nebraska Political Subdivisions Tort Claims Act, now and as amended in the future. In the event the Indemnitor is a municipality [political subdivision] under Nebraska law, such Indemnitor's liability for indemnification under this section 12 shall be limited to the maximum amount for which a municipality [political subdivision] may be held liable under the Nebraska Tort Claims Act.

13. **Financial Review.** This Agreement shall not take effect until the completion of OPPD's review and approval, in its sole discretion, of CITY's creditworthiness and financial condition. CITY shall cooperate with OPPD's initial financial review and with any subsequent review requested by OPPD as to an individual Transaction under this Agreement. CITY may, as an alternative to this financial review, provide OPPD with either a letter of credit or a surety bond in an amount and from a provider satisfactory to OPPD.
14. **Assignment.** Neither party shall assign this Agreement or its rights hereunder without the prior written consent of the other party. Notwithstanding the foregoing, either party may, without the need for consent from the other party (and without relieving itself from liability hereunder), (a) transfer, pledge, or assign this Agreement as security for any financing; (b) transfer or assign this Agreement to an Affiliate of such party, or (c) transfer or assign this Agreement to any Person succeeding to all or substantially all of the assets of such party; provided, however, that any such assignee shall agree to be bound by the terms and conditions hereof.
15. **Uncontrollable Forces.** The time for performance of any duty or obligation hereunder (except with respect to the payment of compensation) shall be extended for the period during which performance was delayed or impeded by reason of uncontrollable forces. The term "uncontrollable forces" shall mean storm, flood, lightning, earthquake, fire, explosion, failure of Facilities not due to lack of proper care or maintenance, civil disturbance, labor disturbance, sabotage, war, national emergency, restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep the necessary authorizations or approvals from any Regulatory Authority, or other causes beyond the control of the party affected which such party could not have been reasonably expected to avoid by exercise of due diligence and foresight. Either party unable to fulfill any obligation by reason of uncontrollable forces shall give prompt written notice to the other party and shall exercise due diligence to remove such disability with reasonable dispatch, but such obligation shall not require the settlement of a labor dispute except in the sole discretion of the party experiencing such labor dispute. No party shall, however, be relieved of liability for failure of performance if such failure is due to causes arising out of its own negligence or due to removable or remediable causes, which it fails to remove or remedy within a reasonable time.
16. **Taxes.** Each party shall use reasonable efforts to implement the provisions of and to administer this Agreement in accordance with their intent to minimize taxes, so long as neither party is materially adversely affected by such efforts. Either party, upon written request of the other, shall provide a certificate of exemption or other reasonably satisfactory

evidence of exemption if either party is exempt from taxes, and shall use reasonable efforts to obtain and cooperate with obtaining any exemption from or reduction of tax. Each party shall be responsible for all taxes or other similar charges imposed or levied by any Regulatory Authority based on or arising from such party's performance of this Agreement or any Transaction.

17. **Title.** All right, title and interest in OPPD's Facilities and associated equipment of, or used by, OPPD in connection with the performance of this Agreement shall at all times remain vested in OPPD. Similarly, all right, title and interest in CITY's Facilities and associated equipment of, or used by, CITY in connection with the performance of this Agreement shall at all times remain vested in CITY.
18. **Notices.** With the exception of billing invoices pursuant to Section 4, all notices or other communications which are required or permitted herein shall be in writing and sufficient if delivered personally, sent by facsimile transmission followed by written confirmation of receipt, sent by overnight commercial air courier (such as Federal Express), or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at their addresses or facsimile numbers set forth below or to such other address or facsimile number as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. Any such communication shall be deemed to have been given when delivered if delivered personally, the same day as facsimile transmission (or the first business day thereafter if faxed on a Saturday, Sunday or legal holiday), on the first business day after dispatch if sent by overnight commercial air courier, or on the fifth business day after posting if sent by mail, and properly addressed.

If to OPPD: Omaha Public Power District
444 South 16 Street Mall 10E/EP 1
Omaha NE 68102-2247
Attn: Division Manager - Energy Marketing and Trading
Phone: (402)514-1025
Fax: (402)514-1035

If to CITY: City of Grand Island, Nebraska
100 East First Street
Grand Island, Nebraska 68802-1968
Attn: Travis Burdett, Assistant Utilities Director
Phone: (308)385-5466
Fax: (308)385-5449

19. **No Partnership.** The parties acknowledge and agree that this Agreement does not create a partnership between, or a joint venture of OPPD and CITY.
20. **Regulatory Filing.** Each Party to this Agreement shall be responsible for its own Regulatory Authority filing requirements pertaining to this Agreement.
21. **Non-Waiver of Defaults.** No waiver by either party of any Default of the other party under this Agreement shall operate as a waiver of a future Default whether of a like or different character.

22. **Choice of Laws.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska without giving effect to the principles of conflicts of laws. Any action at law, suit in equity or judicial proceeding initiated by either party arising out of this Agreement or any Transaction shall be instituted only in the courts of the State of Nebraska.
23. **Binding Effect.** The terms and provisions of this Agreement, and the respective rights and obligations hereunder of each party, shall be binding upon, and inure to the benefit of, its successors and assigns.
24. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes any other agreements, written or oral, between the parties concerning such matter.
25. **Written Amendments.** No modification of the terms and provisions of this Agreement shall be or become effective except by written amendment executed by the parties.
26. **Severability and Renegotiation.** Should any provision of this Agreement for any reason be declared invalid or unenforceable by final nonappealable order of any court or Regulatory Authority having jurisdiction, such decision shall not affect the validity of the remaining portions, and the remaining portions shall remain in full force and effect as if this Agreement had been executed without the invalid portion. In the event any provision of this Agreement is declared invalid, the parties shall promptly renegotiate to restore this Agreement as near as possible to its original intent and effect.
27. **Survival.** Any provision(s) of this Agreement that expressly or by implication comes into or remains in force following the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Agreement this 26 day of January, 2010.

For Omaha Public Power District:

By: _____
Title: Division Manager
Energy Marketing and Trading

For City of Grand Island, Nebraska

By: _____
Title: Mayor

RESOLUTION 2010-33

WHEREAS, in May of 2009, the Utilities Department began receiving power from the Omaha Public Power District (OPPD) Nebraska City Unit #2 (NC2); and

WHEREAS, the City of Grand Island is one of multiple participants in this major addition of base load capacity in the state; and

WHEREAS, the Nebraska City Unit #2 is located inside the OPPD Control Area, and the Utilities Department has approached OPPD regarding the potential of power sales to the regional electric grid directly from the NC2 plant from the OPPD Control Area; and

WHEREAS, an agreement has been drafted that would allow Grand Island the option of using OPPD as a marketer of Grand Island's NC2 generation share; and

WHEREAS, the agreement defines the terms and conditions for various power transactions and is OPPD's standard Power Purchase and Sale Agreement used to conduct business with other utilities; and

WHEREAS, OPPD also provided a Joint Marketing/Services Agreement that applies solely to Grand Island's NC2 generation and specifies each party's responsibilities in detail; and

WHEREAS, the Power Purchase and Sale Agreement requires each party to designate an Authorized Representative to act on its behalf with respect to matters included in the contract.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized, on behalf of the City, to execute the Power Purchase and Sale Agreement and the Joint Marketing/Services Agreement between the City of Grand Island and Omaha Public Power District, in accordance with the terms and conditions generally described above, and does authorize the Utilities Director to appoint an Authorized Representative as required by the Power Purchase and Sale Agreement contract terms and conditions.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 26, 2010

Margaret Hornady, Mayor

Attest:

Approved as to Form	☐ _____
January 21, 2010	☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, January 26, 2010

Council Session

Item G13

#2010-34 - Approving Supplemental Agreement Number 2 for Safe Routes to School Program Funding for the Walk to Walnut Project

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: January 26, 2010

Subject: Approving Supplemental Agreement Number 2 for Safe Routes to School Program Funding for the Walk to Walnut Project

Item #'s: G-13

Presenter(s): Steven P. Riehle, Public Works Director

Background

The City Council approved the program agreements with the Nebraska Department of Roads for Safe Routes to School Infrastructure and Non-Infrastructure Program Funding for the Walk to Walnut Project on August 28, 2007. The agreement provided for awarding a construction contract by December 31, 2008.

Supplemental Agreement Number 1, which was approved by City Council on December 16, 2008, extended the schedule by specifying a construction contract be awarded by December 31, 2009.

Discussion

In following with the State's new federal aid requirements it is necessary to approve Supplemental Agreement Number 2, which will designate responsibility to the State for the letting of this project, name the Responsible Charge (RC) for the project and also extend the construction contract award deadline.

David Goedeken, Manager of Engineering Services, has been certified as an RC for federal aid projects and will be named as such for this project.

The construction contract award deadline has been extended to November 1, 2010 through this supplemental agreement.

Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council approve Supplemental Agreement Number 2 for time extension for Safe Routes to School Program Funding for the Walk to Walnut Project.

Sample Motion

Move to approve Supplemental Agreement Number 2.

SUPPLEMENTAL AGREEMENT NO. 2

STATE OF NEBRASKA DEPARTMENT OF ROADS
CITY OF GRAND ISLAND
PROJECT NO. SRTS-40(57)
CONTROL NO. 42521
GRAND ISLAND WALNUT MIDDLE SCHOOL PROJECT

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between the City of Grand Island hereinafter referred to as the "City", and the State of Nebraska, Department of Roads, hereinafter referred to as the "State", and hereinafter referred to collectively as the "Parties".

WITNESSETH:

WHEREAS, the Parties hereto entered into an Original Agreement (YL0746) executed by the City August 28, 2007, and the State September 11, 2007 and Supplement Agreement No. 1 executed by the City December 16, 2008 and by the State December 24, 2008, providing for the construction of Project SRTS-40(57), and

WHEREAS, it now becomes necessary that said agreement be supplemented to provide for the State to advertise, conduct a letting, and receive bids for the project and pay all eligible project costs directly to the consultants and contractors, and

WHEREAS, it now becomes necessary to supplement the agreement to extend the deadline for securing a construction contract to construct the project, and

WHEREAS, Federal regulations provide that the State shall have the responsibility for all Federal-Aid projects, and will be responsible for insuring that such projects receive the same degree of supervision and inspection as projects constructed under a contract let and directly supervised by the State and that the project is completed in conformity with approved plans and specifications, and

WHEREAS, the City has designated an available fully-qualified public employee to act as "Responsible Charge" (RC) for the subject Federal-aid Transportation project, and

WHEREAS, the RC has successfully completed training required by the State to serve as an RC for the Federal-aid Transportation project, and

WHEREAS, the RC will be in day-to-day responsible charge of all aspects of the project, from planning through post-construction activities and maintain the project's eligibility for Federal-aid Transportation project funding, and

WHEREAS, the City understands that it must comply with all terms of 23 C.F.R. 635.105 order for this Federal-aid transportation project to be eligible for Federal funding, and

WHEREAS, the City will support the RC and is ultimately responsible to ensure that, at a minimum, (1) the project receives independent and careful development, supervision and inspection, (2) the project is constructed in compliance with the plans and specifications, (3) all aspects of the project from planning through construction activities, including all environmental commitments remain eligible for Federal funding, and (4) decisions made and actions taken for the project have adequate supporting documentation filed in an organized fashion, and

WHEREAS, it is the desire of the City that the project be constructed under the designation of Project No. SRTS-40(57), as evidenced by the Resolution of the City Council dated the _____ day of _____, 20__, attached and identified as EXHIBIT "A" and made a part of this agreement, and

WHEREAS, the City is responsible for any costs not paid for by Federal funds.

NOW THEREFORE, in consideration of these facts, the Parties hereto agree as follows:

SECTION 1. Definitions. For purposes of this agreement, the following definitions will apply:

Fully Qualified means a person who has satisfactorily completed all applicable State training courses and who has met the other requirements necessary to be included on the State list of qualified Local Public Agency "Responsible Charge" (RC's).

Full-Time Public Employee means a public employee who meets all the requirements and is afforded all the benefits of full-time employees as that phrase is applied to other employees of the employing entity. A person is not a full-time employee if that person provides outside private consulting services, or is employed by any private entity, unless that person can prove to the State in advance, that employee's non-public employment is in a field unrelated to any aspect of the project for which Federal-aid is sought.

Public Employee means a person who is employed solely by a county, a municipality, a political subdivision, a Native American tribe, a school district, another entity that is either designated by statute as public or quasi-public, or entity included on a list of entities determined by the State and approved by the Federal Highway Administration (FHWA), as fulfilling public or quasi-public functions.

Responsible Charge means the public employee who is fully empowered by the City and has actual day-to-day working knowledge and responsibility for all decisions related to all aspects of the Federal-aid project from planning through construction project activities, including all environmental commitments. The RC is the day-to-day project manager, and the City's point-of-contact for the project. Responsible charge does not mean merely delegating the various tasks; it means active day-to-day involvement in identifying options, working directly with

stakeholders, making decisions, and actively monitoring project construction. It is understood that RC may delegate or contract certain technical tasks associated with the project so long as RC actively manages and represents the owner's interests in the delegated technical tasks.

SECTION 2. Responsible Charge (RC)

- A. The City hereby designates _____ as the City's RC for this project.
- B. Duties and Assurances of the City for this project.
 - 1. The City has authorized and fully empowered the RC to be in day-to-day responsible charge of the subject Federal-aid project; this does not mean merely supervising, overseeing or delegating various tasks, it means active day-to-day involvement in the project including identifying issues, investigating options, working directly with stakeholders, and decision making.
 - 2. The RC is a full-time employee of the City.
 - 3. The RC is fully qualified and has successfully completed required training to serve as an RC.
 - 4. The City shall allow the RC to spend all time reasonably necessary to properly discharge all duties associated with the project, including ensuring that all aspects of the project, from planning through post-construction activities, remain eligible for Federal-aid highway project funding.
 - 5. The City shall not assign other duties to the RC that would affect his or her ability to properly carry out the duties set out in this agreement.
 - 6. The City shall provide necessary office space, materials and administrative support for the RC.
 - 7. The City shall fully cooperate with, support and not unreasonably interfere with day-to-day control of the RC concerning the acts necessary for making the project eligible for Federal funding.
 - 8. The City shall take all necessary actions and make its best good faith efforts to comply and assist the RC in complying with all Federal and State requirements and policies applicable to Federal-aid transportation projects, including, but not limited to, all applicable requirements of 23 CFR 635.105.
 - 9. The City agrees to take all necessary actions and make its best good faith efforts to ensure that the RC's work on the project would be deemed to meet the same standards that the State must meet under 23 CFR 635.105.
 - 10. The City shall comply with the conflict-of-interest requirements of 23 CFR 1.33.

11. If the designated RC becomes no longer assigned to the project during the design phase, the City shall, within one day or sooner if possible, notify verbally and in writing the State's LPD Quality Management Engineer and the LPD Project Coordinator; after such notification the City shall replace the RC no later than thirty calendar days or sooner if possible. If the designated RC becomes no longer assigned to the project in the letting or construction phases, the City shall, within one day or sooner if possible, notify verbally and in writing the State's LPD Quality Management Engineer, the LPD Project Coordinator, and the State District Representative; after such notification, the City shall replace the RC no later than ten calendar days or sooner if possible. During any of the project phases, the State will require the City to sign a supplemental agreement designating the replacement RC.
12. The City agrees that it is ultimately responsible for complying with all Federal and State requirements and policies applicable to Federal-aid highway projects. This includes meeting all post-construction environmental commitments. The City understands that failure to meet any eligibility requirements for Federal funding may result in the loss of all Federal funding for the project. In the event that the acts or omissions of RC, the City or its agents or representatives result in a finding that a project is ineligible for Federal funding, the City will be required to repay the State some or all previously paid Federal funds and any costs or expenses the State has incurred for the project, including but not limited to, those costs for the RC.
- C. The City understands that the following are the duties of the RC:
 1. Serve as the City's contact for issues or inquiries for Federal-aid projects assigned by the City
 2. Ensure that all applicable Federal, State and local laws, regulations, policies and guidelines are followed during the development and construction of the project.
 3. Know and follow the State's LPA Guidelines Manual for Federal-Aid Projects.
 4. Have active day-to-day involvement in identifying issues, investigating options, working directly with stakeholders, and decision making.
 5. Ensure that the project plans and specifications are sealed, signed and dated by a professional licensed engineer in the State of Nebraska, and that estimates have been prepared and the construction has been observed by a professional engineer licensed in the State of Nebraska or a person under direct supervision of a professional engineer licensed in the State of Nebraska (reference NEB. Rev. Stat. §81-3445).

6. Competently manage and coordinate the project day-to-day operations, including all project related decisions, on behalf of the City, which includes the City's governing body, staff and any extended staff dedicated to the project such as consulting engineers.
7. Ensure that project documents are thoroughly checked, reviewed and have had quality control measures applied, prior to submitting to the State and/or FHWA.
8. Monitor the progress and schedule of the project and be responsible for ensuring that the project is completed on time in accordance with established milestone dates.
9. Notify and invite the State to all coordination meetings, environmental scoping meetings, Plan-In-Hand review, public meetings/hearings.
10. Keep the State informed of all project issues.
11. Arrange preconstruction conference.
12. Keep the State's District Construction Representative informed of project start, and ending dates and other scheduled construction milestones.
13. Prepare contractor change orders and supplemental agreements.
14. Properly serve as the City's representative, and to visit the project site during construction frequency commensurate with the magnitude and complexity of the project.
15. Ensure that proper construction management processes have been developed and implemented for the project.
16. Serve as a steward of the public funds, i.e. ensure that the public gets what it is paying for.
17. Attend all required training including the annual workshop.
18. Fulfill continuing education requirements as specified in the State's LPA Guidelines Manual for Federal-aid projects.

SECTION 3. The State and the City agree the State will advertise, conduct a letting, and receive bids for the City on the contemplated improvement. The selection of the lowest bidder and the awarding of a contract or contracts must be concurred in and signed by the City prior to award.

SECTION 4. The State will pay the contractor and consultant directly as follows.

- A. All project contractor construction costs will be paid directly to the contractor by the State. Progress invoices and final invoices shall be prepared by the City using **Site Manager software** and must be approved by the City Responsible Charge before payment to the Contractor can be made by the State.
- B. The City Responsible Charge shall submit the City approved **construction engineering** invoice and progress report to the State District Construction Representative for

approval of payment, with a copy to the State's LPD Enhancement Program Manager

and to the Enhancement Program Consultant. The State District Construction Representative will forward the invoice and progress report to the State's Planning and Project Development Division for payment processing with a copy to the State's LPD Enhancement Program Manager and the Enhancement Program Consultant. The State will make payment directly to the consultant for the construction engineering.

- C. The City Responsible Charge shall submit the City approved **preliminary engineering** invoice and progress report to the State's LPD Enhancement Program Manager, with a copy to the Enhancement Program Consultant. The LPD Enhancement Program Manager will forward the approved preliminary engineering invoice and progress report to the State's Planning and Project Development Division for payment processing. The State will make payment directly to the consultant for the preliminary engineering.

SECTION 5. The Parties agree that all costs of this project shall be the sole responsibility of the City if the proposed project improvements are not awarded for construction by November 1, 2010. This includes repayment to the State of Federal Funds reimbursed for preliminary engineering costs and payment of all other expenses incurred as specified in of the original program agreement.

SECTION 6. Except as specifically amended by this supplemental agreement, all terms and conditions of the agreement executed by the City August 28, 2007, and the State September 11, 2007 and Supplement Agreement No. 1 executed by the City December 16, 2008 and by the State December 24, 2008, 2008, shall remain in full force and effect.

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

EXECUTED by the City this _____ day of _____, 20_____.

WITNESS: _____ City of Grand Island

City Clerk Mayor

EXECUTED by the State this _____ day of _____, 20_____.

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Jim Wilkinson, P.E.

Local Projects Engineer

RESOLUTION 2010-34

WHEREAS, on August 28, 2007, by Resolution 2007-205, the City Council of the City of Grand Island approved the Program Agreement with the Nebraska Department of Roads for the Safe Routes to School Infrastructure and Non-Infrastructure Program funding for the Walk to Walnut Project; and

WHEREAS, on December 16, 2008, by Resolution 2008-351 the City Council approved Supplemental Agreement Number 1 with the Nebraska Department of Roads for the Safe Routes to School Program funding for the Walk to Walnut Project; and

WHEREAS, the completion of such project has been delayed due to environmental reviews; and

WHEREAS, it will be the responsibility of the Nebraska Department of Roads to let the project; and

WHEREAS, the Responsible Charge (RC) for the Walk to Walnut project will be David Goedeken, Manager of Engineering Services; and

WHEREAS, the construction contract award deadline is being extended to November 1, 2010; and

WHEREAS, it is necessary to enter into Supplemental Agreement Number 2 with the Nebraska Department of Roads; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Supplemental Agreement Number 2 with the Nebraska Department of Roads for the Safe Routes to School Program funding for the Walk to Walnut Project 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, January 26, 2010.

Margaret Hornady, Mayor

Attest:

Approved as to Form	☐ _____
January 21, 2010	☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, January 26, 2010

Council Session

Item G14

#2010-35 - Approving Change Order #2, #4, and #5 for Grand Generation Center Kitchen Addition and Renovation

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig Lewis, Building Inspection Director

Meeting: January 26, 2010

Subject: Grand Generation Center Kitchen Addition & Renovation Change Order 2, 4, 5

Item #'s: G-14

Presenter(s): Craig Lewis, Building Inspection Director

Background

On July 14, 2009 City Council Approved a \$195,100 bid award to Chief Consturction Company. It was noted the City of Grand Island will provide \$140,000 and the Grand Generation Center will fund the remainder of the project cost. The Grand Generation Center gave the City \$40,000 toward this project July 31, 2009.

City Staff is overseeing and administering the project management with guidance from the Grand Generation Center Board.

The proposed change orders #2, #4, & #5 have been forwarded to the Grand Generation Center Board and we have received their recommendation requesting the City approve the change orders as received from the general contractor.

Discussion

Change Order #2

Add for materials, labor, and equipment rquired to fur out sheetrock, finish, and paint the wall behind the hand sink in Kitchen #136 and around the roof drain in the Kitchen #136. replace the sheetrock, finish, and paint wall in office #139 due to poor exisitng sheetrock and wall paper. This change order is for \$858.00

Change Order #4

Add for supplying and install a new door closer on both the leafs of the kitchen exit double doors #136. This change order is for \$590.00

Change Order #5

Add for relocating the cooler/freezer condensing units to the roof in lieu of the designated area as shown on the plans. Price is for materials, labor, & equipment for additional roof structure support and pitch pockets for electrical & line-set roof penetrations. This change order is for \$466.00.

The change order cost will increase the total cost of the contract in the amount of \$1,914.00, however it is anticipated the allowance provided in the contract for foundation modifications not needed will off set the amount of increase from these change orders.

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 Grand Generation Center Kitchen Addition & Renovation Change Order #2, 4 & 5

Sample Motion

Move to approve the Grand Generation Center Kitchen Renovation and Remodel Change Order #2, 4 & 5.



CHANGE ORDER

December 28, 2009

PROJECT: #1733 Grand Generation Center
CHANGE #: 2

The Contractor, CHIEF CONSTRUCTION, is hereby authorized and instructed to proceed with the following changes from the plans and specifications:

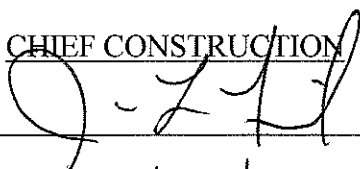
1. Add for materials, labor, and equipment required to fur out, sheetrock, and finish for paint the wall behind the hand sink in Kitchen #136 and around the roof drain in Kitchen #136. Replace the sheetrock, and finish for paint walls in office #139 due to poor existing sheetrock and wall paper Add: \$ 858.00

The adjustment in compensation that will be due the Contractor by reason of the change will be:
Eight Hundred and Fifty Eight Dollars and No/cents

Total Add to Contract: \$ 858.00

Payment Schedule same as contract

APPROVED:

CHIEF CONSTRUCTION
 BY 
 DATE 12/28/2009

OWNER/OWNER REP
 BY _____
 DATE: _____

4400 East 39th Street
 P.O. Box 848
 Kearney, NE 68848-0848
 Phone (308) 238-2755 Fax (308) 238-2759

2107 S. North Road
 P.O. Box 2078
 Grand Island, NE 68802-2078
 Phone (308) 389-7222 Fax (308) 389-7393



CHANGE ORDER

January 4, 2010

PROJECT: #1733 Grand Generation Center
CHANGE #: 4

The Contractor, CHIEF CONSTRUCTION, is hereby authorized and instructed to proceed with the following changes from the plans and specifications:

1. Add for supplying and install a new door closer on the both the leafs of the kitchen exit double doors #136..... Add: \$ 590.00

The adjustment in compensation that will be due the Contractor by reason of the change will be:
Five Hundred Ninety Dollars & no/100 Total Add to Contract: \$ 590.00

Payment Schedule same as contract

APPROVED:

CHIEF CONSTRUCTION

OWNER/OWNER REP

BY _____

BY _____

DATE _____

DATE: _____

4400 East 39th Street
P.O. Box 848
Kearney, NE 68848-0848
Phone (308) 238-2755 Fax (308) 238-2759

2107 S. North Road
P.O. Box 2078
Grand Island, NE 68802-2078
Phone (308) 389-7222 Fax (308) 389-7393



CHANGE ORDER

January 11, 2010

PROJECT: #1733 Grand Generation Center
CHANGE #: 5

The Contractor, CHIEF CONSTRUCTION, is hereby authorized and instructed to proceed with the following changes from the plans and specifications:

1. Add for relocating the cooler/freezer condensing units to the roof in lieu of the designated area as shown on the plans, see note #. Price is for materials, labor, & equipment for additional roof structure support and pitch pockets for electrical & line-set roof penetrations.....
Add: \$ 466.00

The adjustment in compensation that will be due the Contractor by reason of the change will be:

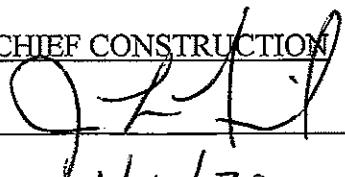
Four Hundred Twenty Three Dollars & no/100 Total Add to Contract: \$ 466.00

Payment Schedule same as contract

Note #1:

The plans provided by the City show the condensing units to be located to the West side of the new addition. The condensing are shown in this area on pages A-1, KE-1, M-2, and E-1. Sheet KE-1, Item #1, Line 13, states the condensing units are to be installed beside building. Upon verifying the location within the area noted that units were to be located, our Site Supervisor was informed that units could not be installed as directed on plans due to lot line limits. We determined that the units would have to be located on the roof directly above the new cooler/freezer. Chief contacted an Engineer (Brungardt) to verify the structural requirements for the relocation. Chief provided and installed the recommended additional angle in the roof structure. Chief directed Ziembra Roofing to properly seal the new roof system around the electrical and line-set penetrations.

APPROVED:

CHIEF CONSTRUCTION
 BY 
 DATE 1/11/2010

OWNER/OWNER REP
 BY _____
 DATE: _____

4400 East 39th Street
 P.O. Box 848
 Kearney, NE 68848-0848
 Phone (308) 238-2755 Fax (308) 238-2759

2107 S. North Road
 P.O. Box 2078
 Grand Island, NE 68802-2078
 Phone (308) 389-7222 Fax (308) 389-7393

RESOLUTION 2010-35

WHEREAS, on July 14, 2009 by Resolution 2009-171, the City of Grand Island awarded the bid for the Grand Generation Center kitchen addition and renovation at 304 East Third Street to Chief Construction Company of Grand Island, Nebraska; and

WHEREAS, Chief Construction Company is recommending the work as described in Change Orders No. 2, 4, & 5; and

WHEREAS, the Grand Generation board has approved the work described in Change Orders No. 2, 4 & 5; and

WHEREAS, the original bid of \$195,100 did not include the work described in Change Orders No. 2, 4 & 5; and

WHEREAS, the City of Grand Island will provide only \$140,000 for the Kitchen Addition and Renovation; and

WHEREAS, the Grand Generation Center will provide the remaining construction cost for the Kitchen Addition and Renovation; and

Whereas, Change Orders No. 2, 4 & 5 increase the contracted price by \$1,914.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No 2, 4, 5 between the City Of Grand Island and Chief Construction company of Grand Island, Nebraska

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 26, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 21, 2010	☐ City Attorney



City of Grand Island

Tuesday, January 26, 2010

Council Session

Item G15

#2010-36 - Approving Waiver/Fine Schedule Revisions

Staff Contact: Dale Shotkoski

Council Agenda Memo

From: Dale Shotkoski, City Attorney
Meeting: January 26, 2010
Subject: Approving Waiver/Fine Schedule Revisions
Item #'s: G-15
Presenter(s): Dale Shotkoski, City Attorney

Background

The Court Administrator for the State of Nebraska periodically updates the fines that are assessed by waiver for traffic and non-traffic violations processed throughout the County Court system. The City has also amended part of the City Code and added new offenses such as the smoking ban.

Discussion

The schedule of fines for Grand Island code violations has not been updated since 2006. The proposed resolution updating the City waiver schedule will reconcile fines for City Code violations processed through the County Court System to make them more consistent with the State of Nebraska waiver schedules; correct changes in Section numbers; and add waiver fines for new code provisions.

Alternatives

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

1. Approve the revisions to the Waiver/Fine Schedule
2. Postpone these revisions until a future meeting.
3. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the revisions to the Waiver/Fine Schedule.

Sample Motion

Move to approve the resolution revising the City of Grand Island's Waiver/Fine Schedule.

CITY CODE VIOLATIONS - WAIVER SCHEDULE

Effective 3-1-2010

1-8	Failure to Appear.....	50.00
4-18	Drinking in Public	100.00 50.00
4-19	Alcohol in Park.....	100.00 50.00
5-7	Failure to Obtain Commercial Animal Establishment Permit	25.00
5-12	No Animal License.....	15.00
5-14	No Pet Shelter	25.00
5-17	Failure to Register Animal Enclosure.....	25.00
5-22	Cruelty to Animals.....	100.00
5-30	No Vaccination.....	15.00
5-34	Dog/Cat at Large	15.00
5-37	Dangerous Vicious Animal Off Owner's Property.....	100.00
5-38	Barking Dog Violation.....	25.00
6-3	No Bicycle Registration.....	25.00
6-13	Bicycle Light & Brakes	10.00
6-15	Riding Bicycle Wrong Side.....	10.00
8-22 15	Failure to Obtain Permit	25.00
8-135	Failure to Obtain Permit	25.00
8-71	Illegal Occupancy of Building.....	25.00
8- 130 80	Building Code Violation	25.00
16-4	Unlawful Transportation of Dangerous Material.....	25.00
16-6	Tampering with Fire Alarm System.....	50.00
16-7	Unlawful Duplication of Fire Alarm System Key.....	25.00
16-8	False Fire Alarm.....	50.00
16-9	Unlawful Storage of Combustible Material.....	25.00
16-10	Improper Disposal of Combustible Material.....	25.00
16-11	Open Burning Violation.....	100.00
16-12	Unauthorized Use of Fireworks.....	25.00
16-13	No Permit to Sell Fireworks.....	25.00
16-14	Improper Location for Sale of Fireworks.....	25.00
16-15	Unlawful Sale of Fireworks	50.00
16-16	Improper Fireworks Stand	25.00
16-17	Sale of Fireworks by Underage Individual.....	50.00
16-18	Discharge of Fireworks Where Sold Prohibited	25.00
16-19	Throwing Explosives Prohibited.....	25.00
16-21	Sky Rockets Prohibited.....	25.00
16-22	Discharge of Fireworks	50.00
17-3	Accumulation of Litter.....	50.00

17-148	No Garbage Receptacle	25.00
<u>17-15</u>	<u>No Garbage Receptacle Non-residential.....</u>	<u>25.00</u>
17-3325	Violation of Garbage Collection Time	25.00
17-459	<u>Automobile parts at landfillJunked Vehicles.....</u>	<u>50.00</u>
<u>17-57</u>	<u>Inoperable/Unlicensed Vehicle.....</u>	<u>50.00</u>
20-1	Disturbing the Peace - Noise	35.00
20-1	Disturbing the Peace - Fighting	75.00
20-2	Trespassing.....	50.00
20-3	Littering	50.00
20-4	Shoplifting Juvenile only	<u>200.00</u> To be Notified
20-5	Tampering with Meter	25.00
20-6	Theft of Services	50.00
20-7	Public Urination.....	25.00
20-8	Discharge Gun/BB Gun, etc.....	50.00
20-9	Juvenile Curfew.....	10.00
20-10	No Horses on City Streets	25.00
20-11	Obstruction of Public Right-of-Way.....	25.00
20-12	Obstruction of Public Easement	25.00
20-16	Skateboards Prohibited.....	25.00
20-20	Minor in Possession of Tobacco.....	<u>25.00</u> To be Notified
22-13	No Valid Registration.....	25.00
22-14	No Plates.....	50.00
22-14	Fictitious Plates	50.00
22-16	No Operator's License.....	75.00
22-16	No Motorcycle License.....	75.00
22-17	No License on Person.....	25.00
22-19	<u>Vehicle not equipped withImproper Use of Horn</u>	25.00
22-20	No Red Tail Lights after Dark	10.00
22-21	Vehicle Head Lights	10.00
22-23	Failure to Dim	10.00
22-24	Defective Brakes.....	50.00
22-25	Rearview Mirror, etc.....	25.00
22-28	Traffic Sign/Signal	75.00
22-28	Wrong Way on a One Way.....	<u>250.00</u>
22-30	Defacing Traffic Signs or Signals	25.00
22-31	Leaving Scene of Personal Injury Accident	150.00
22-32	Leaving Scene of Property Damage Accident	100.00
22-33	ROW Intersections	25.00
22-34	Fail to Yield - Left Turn.....	25.00
22-35	Failure to Yield - ROW Private Road/Drive.....	25.00
22-36	ROW Curb.....	25.00
22-37	Stop Sign Violation/Failure to Yield	75.00
22-38	Failure to Yield - Yield Sign	25.00
22-39	Failure to Yield - Emergency Vehicle.....	100.00

22-43	Illegal U-Turn.....	25.00
22-44	Improper Left Turn.....	25.00
22-45	Unlawful Turning or Stopping.....	20.00
22-46	Left of Center.....	25.00
22-47	Improper Pass.....	25.00
22-48	Improper Passing on Right.....	25.00
22-50	Unlawful Passing on Left.....	25.00
22-51	Speeding	
	Too Fast for Conditions.....	100.00
	In Excess of Posted Speed.....	10.00
	1 - 5 mph over.....	10.00
	6 - 10 mph over.....	25.00
	11 - 15 mph over.....	75.00
	16 - 20 mph over.....	125.00
	21 - 35+ mph over.....	200.00
	<u>36+ mph over.....</u>	<u>300.00</u>
	Speeding in Construction Zone (same limits as above) FINES ARE DOUBLE	
	Speeding in School Zone (same limits as above) FINES ARE DOUBLE	
22-52	Racing on Streets.....	50.00
22-53	Careless Driving.....	100.00
22-54	Reckless Driving.....	75.00
22-55	Willful Reckless Driving.....	100.00
22-56	Failure to Remove Debris from Street.....	100 50.00
22-57	Following Too Close to Emergency Vehicles.....	50.00
22-58	Driving over Fire Hose.....	25.00
22-59	Spilling Contents of Vehicle.....	100 25.00
22-60	Unlawful Use of Toy Vehicles.....	25.00
22-62	Overloaded Front Seat.....	50.00
22-63	Soliciting Rides.....	25.00
22-64	Impeding Traffic.....	10.00
22-65	Following too Closely.....	50.00
22-66	Unsafe Backing.....	25.00
22-67	Avoiding Traffic Signal.....	25.00
22-69	Riding Outside Vehicle.....	25.00
22-70	Driving on Sidewalk.....	25.00
22-71	Driving Over Newly-laid Pavement.....	100.00
22-82	Improper Use of Loading Zone.....	25.00
22-83	Improper Parking.....	10.00*
22-85	Unlawful Parking on Sidewalk.....	10.00*
22-87	Obstruction of Private Driveway.....	10.00*
22-88	Unlawful Parking near Fire Hydrant.....	10.00*
22-92	Unlawful Truck Parking in Residential District.....	25.00*
	*Waiverable fine amount if failed to pay initial police tag fine within 5 days	
22-131	Handicapped Parking	
	First Offense.....	100.00
	Second Offense [within a 1-year period].....	200.00

	Third Offense [within a 1-year period].....	300.00
22-104	Parking Ticket.....	10.00 to 25.00
24-3	Driving on Grass in Park.....	100.00
24-5	Park Curfew	10.00
28-1	Railroad Crossing Arms	100.00
36-50	Visibility Obstruction.....	25.00
60-6,267	Child Restraint Violation.....	25.00
60-6,279	No Motorcycle Helmet	50.00
60-6,270	Seatbelt Violation.....	25.00
<u>39-4</u>	<u>Smoking in Public Place</u>	
	<u>First Offense</u>	<u>100.00</u>
	<u>Second Offense</u>	<u>200.00</u>
	<u>Third Offense.....</u>	<u>300.00</u>
<u>39-5</u>	<u>Allowing Smoking in Public Place</u>	
	<u>First Offense</u>	<u>100.00</u>
	<u>Second Offense</u>	<u>200.00</u>
	<u>Third Offense.....</u>	<u>300.00</u>
	ALL OTHER VIOLATIONS.....	25.00

RESOLUTION 2010-36

WHEREAS, the Court Administrator for the State of Nebraska periodically updates the fines to be assessed by waiver for traffic and non-traffic violations processed through the county court system; and

WHEREAS, the Waiver/Fine Schedule has been modified to incorporate city code changes; and

WHEREAS, the Waiver/Fine Schedule attached hereto as Exhibit "A" sets out the fines to be assessed for various violations of the Grand Island City Code; and

WHEREAS, it is recommended that such Waiver/Fine Schedule be approved and adopted, and the City Attorney be authorized to file such Waiver/Fine Schedule with the Clerks of the County Court of Hall and Merrick County for use in prosecuting such violations of the Grand Island City Code.

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

1. The Waiver/Fine Schedule attached hereto as Exhibit "A" is hereby approved and adopted.
2. The City Attorney is hereby authorized to file such Waiver/Fine Schedule with the Clerks of the County Court for Hall and Merrick County.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 26, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
January 21, 2010 ☐ City Attorney



City of Grand Island

Tuesday, January 26, 2010

Council Session

Item G16

**#2010-37 - Approving Purchase of (16) New Dell Optiplex 960 FLX
Computers for the Police Department**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief
Meeting: January 26, 2010
Subject: Purchase of Dell Computers
Item #'s: G-16
Presenter(s): Steven Lamken, Police Chief

Background

The police department has scheduled a replacement of a portion of the computer work stations in the agency based on a five year rotation. For fiscal 2010, there are 16 work stations scheduled for rotation.

The purchase was placed before council on December 1, 2009 for the purchase under state contract. Council denied the purchase directing that a bid process be conducted.

City I.T. department had a technician research and prepare suggested specifications for an advertised bid. The City's I.T. department discussed the findings presenting an opinion for the purchase of new Dell computers with specific functions.

Police Department staff prepared documents and mailings for prospective bidders in addition to discussing and working on the specifics of Police Department computers.

An ad was placed in the Grand Island Independent and four bid packets were mailed locally to vendors. The City Clerk's office received calls of inquiry; however, no bids were received by the due date of January 14, 2010.

This leaves the state contract as the only viable bid for this purchase.

Discussion

Following the bid rejection on December 1, 2009, City I.T. and police department personnel performed diligent research into the computer purchase project. City I.T. personnel spent approximately ten hours and police personnel eight hours on the bid project in addition to the cost of the bid advertisement.

The bid was advertized and four bid packets were mailed to vendors seeking bids for the specified computers. No bids were received leaving the State contract as the only viable bid for the purchse.

The replacements are for various stations that include the criminal division, child abuse, evidence, patrol, victim assistance, administration, and our off site at the Grand Island Public Schools Administration building.

We have planned and budgeted for this rotation.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase.

Sample Motion

Move to approve the purchase of 16 Dell work stations from Dell Computer from State Bid Contract Number 12551 OC in the amount of \$23,178.24.



Wes Nespor, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: January 14, 2010 at 11:00 a.m.
FOR: (16) New Dell Optiplex 960 FLX Computers
DEPARTMENT: Police
ESTIMATE: \$23,178.24
FUND/ACCOUNT: 10022301-85540
PUBLICATION DATE: January 7, 2010
NO. POTENTIAL BIDDERS: 4

SUMMARY

NO BIDS SUBMITTED

cc: Steve Lamken, Police Chief
Dale Shotkoski, City Attorney
Jeff Pederson, City Administrator

Pete Kortum, Police Captain
Wes Nespor, Purchasing Agent

P1390

RESOLUTION 2010-37

WHEREAS, The Police Department planned a computer replacement and rotation within the fiscal 2010 budget and

WHEREAS, the Police Department advertised for bids for the purchase of computers and

WHEREAS, no bids were received and

WHEREAS, there exists a State bid Contract Number 12551 OC for Dell computers and

WHEREAS, the total cost of replacement off of this state bid is \$23,178.24 and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, authorization for the purchase of 16 Dell work stations for the Police Department in the amount of \$23,178.24

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 26, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
January 22, 2010 ☐ City Attorney



City of Grand Island

Tuesday, January 26, 2010

Council Session

Item H1

**Approving Referral of the One & Six Year Street Improvement
Plan to the Regional Planning Commission**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: January 26, 2010

Subject: Approving Referral of the One & Six Year Street Improvement Plan to the Regional Planning Commission

Item #'s: H-1

Presenter(s): Steven P. Riehle, Public Works Director

Background

Attached is staff's recommended One and Six Year Street Improvement Plan. Adoption of a One and Six Year Street Improvement Plan is required by State law as part of the requirements to receive approximately three million dollars of gas tax funds each year.

The attached proposed One and Six Year Street Improvement Plan will be reviewed by the Regional Planning Commission and come back to the City Council for discussion, modification, and adoption in February. Administration recommends that the draft be referred to the Regional Planning Commission.

Our recommendation for the review of the proposed plan is as follows:

- Tuesday, January 26, 2010 - City Council refers the plan to the Regional Planning Commission
- Wednesday, February 3, 2010 – Regional Planning Commission conducts a Public Hearing and forwards a recommendation to the City Council
- Tuesday, February 9, 2010 – City Council hears a presentation from staff, conducts a Public Hearing, and passes a Resolution adopting the plan
- Prepare and submit the report to the Nebraska Department of Roads by March 1, 2010

The proposed One & Six Year SIP is being presented to council for referral to the Regional Planning Commission based on a 400 Capital Improvement Plan ranking system that was presented at the 2009 city council retreat. The ranking system was updated by a city staff team consisting of the following individuals:

- City Engineering/Public Works Director – Steve Riehle
- Manager of Engineering Services – Dave Goedeken

- Civil Engineering Manager – Ron Underwood
- Parks Department Director – Steve Paustian
- Regional Planning Director – Chad Nability

The One & Six Year Street Improvement Plan (SIP) typically starts with year one (1) for the current construction year, closely matching the projects in the current fiscal year's budget. The projects in year 1 of the plan are considered "certain", with projects in years 2 through 5 being listed for planning purposes and subject to approval by council during the budget process. Future projects for years 2 through 5 and after were scheduled based on council and public input.

Discussion

A few of the 2010 projects that should be discussed include:

Infrastructure Contingency Funds (Emergency)

City Staff believes it is good fiscal management to include funds for emergencies.

Resurfacing US Highway 34/281 from north of I-80 to UPRR/Old Highway 30 Overpass
Construction projects on the state highway system within the city limits are typically 80% NDOR and 20% city cost. The City is a participant in a stimulus project to make improvements to US Hwy 34/US Hwy 281 from just north of I-80 to Capital Avenue.

1. The northbound lanes will be resurfaced from north of I-80 to Stolley Park Road.
2. Patching will be done on the southbound lanes from Capital down to Stolley Park Road (some was done in 2009)
3. Complete removal and replacement of the 2 northbound lanes from Old Potash Hwy to Capital Ave with new concrete. The stimulus project is to be 100% stimulus funds.
4. Adding northbound right turn lanes at Faidley, 13th and State. The City's Capital Ave widening project already built a northbound right turn lane on US Hwy 281 at Capital Avenue.
5. Lengthening the northbound left turn lanes at Old Potash, Faidley, 13th and State Street. The City's Capital Ave widening project already lengthened the northbound left turn lane on US Hwy 281 at Capital Ave.

The NDOR is not using stimulus funds for their 80% share of construction engineering, so we will be signing a supplement to the project agreement to use the City's Federal Aid Transportation Funds for our 20% share of construction engineering.

South Locust Street to I-80

The plans, specifications and estimate (PS&E) package for the project was delivered to the NDOR on Friday, September 25, 2009. The environmental work on the project began in May 2009 with final environmental clearance received on December 23, 2009.

The NDOR has called with a few questions on the PS&E package. Manager of Engineering Services, Dave Goedeken, is keeping track of the requests. We anticipate receiving a summary of comments from the NDOR in February and anticipate less than 1

week of AutoCad and engineering time for Public Works Engineering staff to update the PS&E package. The NDOR will submit the updated PS&E package to the Federal Highway Administration (FHWA) for approval and obligation of funds. The funds have to be obligated before March 1, 2010. The City has requested a completion date for the work that is before the 2010 State Fair, but the final schedule is set by the NDOR and is highly dependent on when the project can be scheduled for bid opening and environmental restrictions that are being placed on the project because of its proximity to the Platte River.

South Locust Street to I-80 – Preliminary Engineering

The City performed the civil engineering design work for this project in-house saving almost \$187,000 in consultant fees. Funds were left in the 2010 budget in case environmental work or preliminary engineering work is needed.

Build Pipes from US Highway 30 to Wasmer Cell

The PS&E package for the project was completed by Kirkham Michael consulting engineers. The NDOR is busy working on Transportation Enhancement & local ARRA stimulus projects for communities across Nebraska and has asked us not to submit the package until April 2010.

Build Drainway from Central Community College to Wood River

The 1978 drainage plan, prepared by McGaughy, Marshall and McMillan, designated a drainage outlet to the Wood River to serve the southwest portion of the City. In 1983, when Stolley Park Road was paved, a temporary connection was made to drain the Brentwood area and some surrounding land. With the large amount of precipitation in recent years, the Stolley Park system has been badly overloaded.

Currently Olsson Associates are working on a design to complete the connection to the Wood River in a similar manner as was designated by the 1978 plan. Construction of this outlet will serve to reduce the dependence on the Stolley Park drain and provide a more positive drainage alignment for the Brentwood area.

Quiet Zone – UPRR Corridor – Oak, Pine, Elm & Walnut

Felsburg, Holt & Ullevig (FHU) was asked to update the plans to narrow the street crossings by Amendment #1, which was approved by the city council on October 13, 2009. The revised plans were sent to the Union Pacific Railroad (UPRR) on January 13, 2010. The transmittal letter asked the UPRR to approve the plans and return an agreement to the City for construction and maintenance of the wayside horn system.

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 refer the One and Six Year Street Improvement Plan to the Regional Planning Commission.

Sample Motion

Move to approve referral of the One and Six Year Street Improvement Plan.

Proposed 1 & 6 Year Street Improvement Plan

1/26/2010

2010 Construction (Year 1)	City Cost
Locust to I-80 - Grading and Paving of northbound lanes	\$126,000
Resurfacing US Hwy 34/281 from north of I-80 to UPRR/Old Hwy 30 Overpass	\$22,000
Construction of NW GI Flood Control Project	\$725,000
Realign Walnut Ent. @ Custer/15th w/ Signal	\$100,540
Build Pipes from US Hwy 30 to Wasmer Cell	\$220,000
Build Drainway from CCC to Wood River	\$382,500
Capital Ave - Moores Creek Drainway to Webb Road	\$150,000
Quiet Zone - UPRR Corridor - Oak, Pine, Elm & Walnut	\$150,000
Stolley - Asphalt Widening - Santa Anita Circle to Fair Parking Lot	\$200,000
Signal @ Front and Webb	\$106,000
PVIP Drainage Project - Phase 1	\$127,000
Integrated/Comprehensive Drainage Plan	\$115,000
Trail along Moores Creek Drain - State to Capital Connector	\$107,970
Moores Creek Drain - Rogers Well to South of Old Potash	\$250,000
Annual Sidewalk Projects	\$25,000
TOTAL	<u>\$2,807,010</u>

2011 Construction (Year 2)	
Construction of NW GI Flood Control Project	\$400,000
Locust Trail - Superstructure over 2 Platte River Bridges	\$92,030
Concrete Lining of Drainage Ditches	\$50,000
Annual Sidewalk Projects	\$25,000
Annual Paving Program (Assessment Districts)	\$750,000
TOTAL	<u>\$1,317,030</u>

2012 Construction (Year 3)	
Construction of NW GI Flood Control Project	\$400,000
Quiet Zone - UPRR Corridor - Lincoln, Broadwell & Blaine/Custer	\$150,000
Broadwell Ave/ UPRR - Environmental Study/Preliminary Engineering	\$128,000
Independence Ave Ditch - Design	\$80,000
Blaine Bridges over WR - Design and ROW	\$45,000
Trail along Veteran's Home from Capital & Webb to Eagle Scout Park	\$120,000
Round-A-Bout @ Capital Ave & North Rd	\$360,000
Faidley Ave - North Rd east to Irongate Ave (approx 2,000')	\$112,500
Update Moores Creek Drainage Plan	\$39,000
Blaine Bridge Replacement with culverts	\$50,000
Broadwell Ave/UPRR- Final Design & ROW Appraisal	\$128,000
Signal @ US Hwy 30 (2nd Street) and Lincoln Ave	\$55,000
Broadwell Ave/UPRR - ROW	\$200,000
Concrete Lining of Drainage Ditches	\$50,000
PVIP Drainage Project - Phase 2	\$99,750
Independence - Construct Culverts & Fill in West Ditch	\$70,000
Annual Sidewalk Projects	\$25,000
Annual Paving Program (Assessment Districts)	\$750,000
TOTAL	<u>\$2,862,250</u>

2013 Construction (Year 4)	
Construction of NW GI Flood Control Project	\$400,000
Trail along Locust from I-80 to WR Floodway	\$120,000
Concrete Lining of Drainage Ditches	\$50,000
US 30 Widening - West City Limits to HWY 281	\$1,890,000
Annual Sidewalk Projects	\$25,000
Annual Paving Program (Assessment Districts)	\$750,000
TOTAL	<u>\$3,235,000</u>

2014 Construction (Year 5)	
Construction of NW GI Flood Control Project	\$400,000
Concrete Lining of Drainage Ditches	\$50,000
Trail along I-80 from Mormon Island to Locust	\$120,000
Annual Sidewalk Projects	\$25,000
Husker Hwy (US Hwy 34) from US Hwy 281 to Locust Street	\$1,336,000
Lighting on US Hwy 281 from Stolley Park to Old Potash	\$250,000
Signal @ US HWY 34/281 and Wildwood Road	\$85,000
Annual Paving Program (Assessment Districts)	\$750,000
TOTAL	<u>\$3,016,000</u>

2015 & After Construction (Year 6 & After)	
Trail - Along Locust from US Hwy 34 to Stagecoach	\$120,000
Broadwell Ave/UPRR - Construction	\$2,160,000
Concrete Lining of Drainage Ditches	\$50,000
Annual Sidewalk Projects	\$25,000
Stolley - Locust to Fonner / HEC / Fair Entrance	\$1,200,000
Stolley - Fonner / HEC / Fair Entrance to Stuhr Road	\$920,000
Husker Hwy West of US HWY 34/281 Intersection	\$1,200,000
Signal @ US HWY 34/281 and Rae Road	\$67,000
Miscellaneous Safety Projects - TBD	\$150,000
North Road over UPRR	\$1,520,000
Stolley Park Rd & North Rd Intersection	\$146,000
Left Turn lane on 13th @ Redwood/Mansfield	\$62,000
State/Diers Intersection Improvements	\$390,000
Left Turn Lane on Husker Hwy @ HLHS	\$62,000
Shady Bend Road @ UPRR - East Bypass	\$3,200,000
Left Turn Lane - North Road at NWHS	\$56,000
Misc Signals (TBD)	\$112,000
Annual Paving Program (Assessment Districts)	\$750,000
North Road & 13th St	\$300,000
Realign Barr Ent. @ Stolley/Adams w/ Signal	\$360,000
Misc. Major Drainage Development	\$250,000
Swift Road - WWTP to Stuhr Road	\$450,000
Capital Ave - Webb Road to Broadwell Ave	\$1,200,000
Resurface Wildwood from US Hwy 281 to Locust St	\$876,000
Moores Creek - Old Potash to Edna	\$150,000
3rd St. Widening - Adams to Eddy	\$90,000
Capital Ave - Broadwell Ave to St. Paul Road	\$1,000,000

TOTAL \$16,866,000



City of Grand Island

Tuesday, January 26, 2010

Council Session

Item J1

Approving Payment of Claims for the Period of January 13, 2010 through January 26, 2010

The Claims for the period of January 13, 2010 through January 26, 2010 for a total amount of \$2,750,417.75. A MOTION is in order.

Staff Contact: Mary Lou Brown



City of Grand Island

Tuesday, January 26, 2010

Council Session

Item J2

Approving Payment of Claims for the Period of January 13, 2010 through January 26, 2010 for the Veterans Athletic Field Complex

The Claims for the Veterans Athletic Field Complex for the period of January 13, 2010 through January 26, 2010 for the following requisitions.

#11 \$29,576.14

#12 \$72,008.49

Total: \$101,584.63

A MOTION is in order.

Staff Contact: Mary Lou Brown

FORM OF REQUISITION

REQUISITION NO. 11

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

<i>Payee</i>	<i>Address</i>	<i>Amount To Be Paid</i>	<i>Cost of Issuance or Project Description</i>
AT&T Corp	Attn: Vicki Davis 3001 Cobb Parkway Atlanta, GA 30339	\$28,255.00	Lower telephone cable at the Athletic Complex
Grand Independent	Island PO Box 1208 Grand Island, NE 68802	\$70.52	Paving installation affidavit
Grand Independent	Island PO Box 1208 Grand Island, NE 68802	\$70.77	Utility improvement affidavit
Olsson Associates	1111 Lincoln Mall PO Box 84608 Omaha, NE 68103- 0567	\$1,179.85	Construction observation

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 ____ day of _____,
20__.

**CITY OF GRAND ISLAND,
NEBRASKA, as Owner**

By _____
Owner Representative

FORM OF REQUISITION

REQUISITION NO. 12

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

<i>Payee</i>	<i>Address</i>	<i>Amount To Be Paid</i>	<i>Cost of Issuance or Project Description</i>
Ensley Electric Services, Inc.	PO Box 5822 Grand Island, NE 68802	\$55,123.00	Ball field lighting
Nature’s Helper	2129 South 156 th Circle Omaha, NE 68130	\$16,885.49	Irrigation installation

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 ____ day of _____,
20__.

**CITY OF GRAND ISLAND,
NEBRASKA, as Owner**

By _____
Owner Representative



City of Grand Island

Tuesday, January 26, 2010

Council Session

Item J3

Approving Payment of Claims for the Period of December 16, 2009 through January 26, 2010 for the State Fair Recreation Building

The Claims for the Period of December 16, 2009 through January 26, 2010 for the State Fair Recreational Building for the following requisitions:

#10 \$30,436.21

A MOTION is in order.

Staff Contact: Mary Lou Brown

Exhibit A to Escrow Agreement

(FORM OF PAYMENT REQUEST)

Payment Request No. 010

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:

<i>Payee</i>	<i>Address</i>	<i>Amount To Be Paid</i>	<i>Cost of Issuance or Project Description</i>
Davis Design	211 North 14 th Street Lincoln, NE 68508	\$18,593.27	Primarily HVAC, piping, electrical in addition to material, insulation and erection work on the building.
Davis Design	211 North 14 th Street Lincoln, NE 68508	\$11,842.94	Construction administration

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 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

By: Mary Jo Brown
Title: Finance Director
Date: 1/20/10

REQUEST APPROVED BY WELLS FARGO BANK, NATIONAL ASSOCIATION (Grand Island Branch, as assignee)

Authorized Officer

Attachments: 1. Invoices/Certificates for Payment
2. Insurance Certificate (if not previously provided)



DEC 07 2009

Invoice number 13512
November 30, 2009

ARCHITECTURE
ENGINEERING
INTERIOR DESIGN

STATE FAIR PARK
GRAND ISLAND, NEBRASKA
70,000 S.F. EXHIBITION BUILDING
PROJECT NO.: 08-0192

Principals:

JON P. DALTON, PE
WYNN E. MEHLHAFF, AIA
MATTHEW C. METCALF, AIA
WADE W. STANGE, AIA
MICHAEL A. WACHAL, PE

MR. JOSEPH MCDERMOTT
STATE FAIR PARK BOARD OFFICE
P.O. BOX 81223
LINCOLN, NE 68501

revised contract value = 4,314,893
original contract value = 3,972,000
change orders # 1R, #02, #00003R } 342,893

Associate Principal:

Michael D. Marsh, AIA

Estimated Construction Cost: \$ 4,314,893.00
Percent of Construction Cost: 4.00

Fee: \$ 172,595.72

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

Phase	Contract Amount	Percent Complete	Total Billed
Schematic Design	17,259.57	100.00 %	17,259.57
Design Development	43,148.93	100.00 %	43,148.93
Contract Documents	77,668.07	100.00 %	77,668.07
Bidding/Construction Admin.	34,519.15	27.27 %	9,413.37
172,595.72 Total Billed			147,489.94
Fee previously billed			128,967.26
Current fee billing			18,522.68

Reimbursable	Cost	Mult	Amount
Film and Film Processing	28.60	1.10	31.46
Travel	35.57	1.10	39.13
Reimbursable subtotal			70.59

PLEASE PAY THIS AMOUNT

18,593.27

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

FOR THE FIRM

Matthew C. Metcalf
MATTHEW C. METCALF
DAVIS DESIGN

www.davisdesign.com



211 North 14th Street
 Lincoln, Nebraska 68508
 (402) 476-9700

REIMBURSABLE EXPENSES WORKSHEET

Project Information

Owner: State Fair Park Board Office
 Project Name: State Fair Park 70,000 S.F. Exhibition Building
 Project No: 08-0192

SUMMARY OF EXPENSES

Travel Expenses	\$	35.57
Print Log Expenses	\$	-
Film Processing Expenses	\$	28.60
In-House Copy Expenses	\$	-
US Postal Service Expenses	\$	-
Express Shipping Expenses	\$	-
Total Expenses	\$	64.17

Travel Expenses

Date	Person(s) Traveling	# of Trips	Cost per trip	Total Cost
10/30/09	Chad Vogel	0.33	\$ 107.80	\$ 35.57
			\$ -	\$ -
			\$ -	\$ -
			Total	\$ 35.57

Print Log Expenses

Date	Purpose	By	Size	Quantity	Cost per sheet	Total Cost
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					Total	\$ -

Film Processing Expenses

Date	Place of Processing	By	Quantity	Cost per picture	Total Cost
10/30/09	DD Photo Processing	CV	26	\$ 1.10	\$ 28.60
				\$ -	\$ -
				\$ -	\$ -
				Total	\$ 28.60

In-House Copy Expenses

Date	# of pages	Purpose	Type	Size	Quantity	Cost per page	Total Cost
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						Total	\$ -

US Postal Service Expenses

Date	Description	# of pieces	Cost per piece	Total Cost
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			Total	\$ -

Express Shipping Expenses

Date	Carrier	Destination	Charge	Total Cost
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			Total	\$ -



Invoice number 13661
December 31, 2009

ARCHITECTURE
ENGINEERING
INTERIOR DESIGN

STATE FAIR PARK
GRAND ISLAND, NEBRASKA
70,000 S.F. EXHIBITION BUILDING
PROJECT NO.: 08-0192

Principals:

Jon P. Dalton, PE
Matthew C. Metcalf, AIA
Wade W. Stange, AIA
Michael A. Wachal, PE

MR. JOSEPH McDERMOTT
STATE FAIR PARK BOARD OFFICE
P.O. BOX 1387
GRAND ISLAND, NE 68802-1387

previous estimated construction cost 4,314,893
current estimate 4,560,402
change orders # 0004R, #00009R 245,509
in process orders

Associate Principal:

Michael D. Marsh, AIA

Estimated Construction Cost: \$ 4,560,402.00
Percent of Construction Cost: 4.00

Senior Associates:

J. Edward Bukacek, AIA
Ronald G. Hackett, AIA
Dan L. Henssah
Bryce G. Johnson, MS PE
James K. Luedke, PE
Renee M. Shell
Gregory T. Smith, AIA
Leroy P. Svatocha, AIA

Fee: \$ 182,416.08

Phase	Contract Amount	Percent Complete	Total Billed
Schematic Design	18,241.61	100.00 %	18,241.61
Design Development	45,604.02	100.00 %	45,604.02
Contract Documents	82,087.24	100.00 %	82,087.24
Bidding/Construction Admin.	36,483.21	36.36 %	13,265.30
182,416.08 Total Billed			159,198.17
Fee previously billed			147,489.94
Current fee billing			11,708.23

Reimbursable	Cost	Mult	Amount
Film and Film Processing	37.40	1.10	41.14
Photocopying	11.76	1.10	12.94
Travel	73.30	1.10	80.63
Reimbursable subtotal			134.71

PLEASE PAY THIS AMOUNT

11,842.94

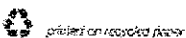
Lincoln:

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

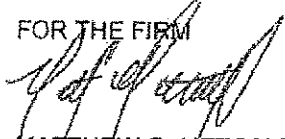
www.davisdesign.com



Invoice number 13661
December 31, 2009

STATE FAIR PARK BOARD OFFICE

FOR THE FIRM



MATTHEW C. METCALF
DAVIS DESIGN



211 North 14th Street
Lincoln, Nebraska 68508
476-9700

REIMBURSABLE EXPENSES WORKSHEET

Project Information

Owner	State Fair Park Board Office
Project Name	State Fair Park 70,000 S.F. Exhibition Building
Project No	08-0192

SUMMARY OF EXPENSES

Travel Expenses	\$	73.30
Print Log Expenses	\$	-
Film Processing Expenses	\$	37.40
In-House Copy Expenses	\$	-
US Postal Service Expenses	\$	-
Express Shipping Expenses	\$	-
Total Expenses	\$	110.70

Travel Expenses

Date	Person(s) Traveling	# of Trips	Cost per trip	Total Cost
11/20/09	Chad Vogel	0.34	\$ 107.80	\$ 36.65
12/15/09	Chad Vogel	0.34	\$ 107.80	\$ 36.65
			\$ -	\$ -
			Total	\$ 73.30

Print Log Expenses

Date	Purpose	By	Size	Quantity	Cost per sheet	Total Cost
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					Total	\$ -

Film Processing Expenses

Date	Place of Processing	By	Quantity	Cost per picture	Total Cost
11/20/09	DD Photo Processing	CV	34	\$ 1.10	\$ 37.40
				\$ -	\$ -
				\$ -	\$ -
				Total	\$ 37.40

In-House Copy Expenses

Date	# of pages	Purpose	Type	Size	Quantity	Cost per page	Total Cost
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						Total	\$ -

US Postal Service Expenses

Date	Description	# of pieces	Cost per piece	Total Cost
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			Total	\$ -

Express Shipping Expenses

Date	Carrier	Destination	Charge	Total Cost
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			Total	\$ -

OA Project No. A08-1564	Davis Design NE State Fair Park GI		Invoice 136881	
Subtotal	36,400.00	36,400.00	36,400.00	0.00
	Subtotal			0.00

Reimbursable Expenses

Personal Vehicle Mileage			9.90	
Total Reimbursables			9.90	9.90

Internal Unit Billing

Duplication Black/White	30.0 Copies @ 0.06		1.80	
Duplication Black/White	1.0 Copy @ 0.06		0.06	
Total Internal Units			1.86	1.86

Total this Phase \$11.76

Phase 520 70,000 SF Exhibition Building 08-0192

Fee

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Billing	Current Billing
Mechanical/Electrical	31,920.00	100.00	31,920.00	31,920.00	0.00
Subtotal	31,920.00		31,920.00	31,920.00	0.00
	Subtotal				0.00

Internal Unit Billing

Duplication Black/White	11.0 Copies @ 0.06		0.66	
Duplication Black/White	185.0 Copies @ 0.06		11.10	
Total Internal Units			11.76	11.76

Total this Phase \$11.76

Phase 530 30,000 SF Exhibition Building

Fee

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Billing	Current Billing
Mechanical/Electrical	21,560.00	10.00	2,156.00	2,156.00	0.00