
City of Grand Island



Tuesday, May 25, 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, May 25, 2010

Council Session

Item C1

Recognition of Patrick Karr, Power Plant Materials Handler with the Utilities Department for 20 Years of Service with the City of Grand Island

The Mayor and City Council will recognize Patrick Karr, Power Plant Materials Handler with the Utilities Department for 20 Years of Service with the City of Grand Island. Mr. Karr was hired on May 21, 1990 as a Materials Handler at the Power Plant and has held that position for 20 years.. We congratulate Mr. Karr for his dedication and service to the City of Grand Island.

Staff Contact: Mayor Hornady

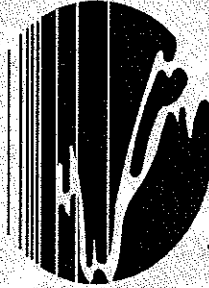
Twenty Year Service Award

WE HEREBY EXPRESS OUR SINCERE APPRECIATION TO

PATRICK KARR

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

City of
GRAND



ISLAND

Jerry R. Mahan
Department Director

Margaret Kennedy
Mayor

5-25-10
Date

4-15-2010
Date



City of Grand Island

Tuesday, May 25, 2010

Council Session

Item C2

Recognition of Steven Mettenbrink, Power Plant Instrument Technician with the Utilities Department for 30 Years of Service with the City of Grand Island

The Mayor and City Council will recognize Steven Mettenbrink, Power Plant Instrument Technician with the Utilities Department for 30 Years of Service with the City of Grand Island. Mr. Mettenbrink was hired on May 19, 1980 as a Power Plant Operator I, was promoted to power Plant Control Operator I on February 7, 1982; Power Plant Operator on May 22, 19088; and to his current position of Instrument Technician on October 11, 1999. We congratulate Mr. Mettenbrink for his dedication and service to the City of Grand Island.

Staff Contact: Mayor Hornady

Thirty Year Service Award

WE HEREBY EXPRESS OUR SINCERE APPRECIATION TO

STEVEN METTENBRINK

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

City of
GRAND



ISLAND

Larry B. Moberg
Department Director

Mayor

5-23-10

Date

4-15-2010

Date



City of Grand Island

Tuesday, May 25, 2010

Council Session

Item C3

Recognition of Bradley Titman, Wastewater Plant Process Supervisor with the Public Works Department for 25 Years of Service with the City of Grand Island

The Mayor and City Council will recognize Bradley Titman, Wastewater Plant Process Supervisor with the Public Works Department for 25 Years of Service with the City of Grand Island. Mr. Titman was hired on May 20, 1985 as a Power Plant Operator I at the Water Pollution Control Plant, was promoted to Plant Operator II on August 5, 1985; Lab Technician II on August 28, 1989; Plant Operator Chief III on June 2, 1991; and to his current position of Wastewater Plant Process Supervisor on April 1, 1992. We congratulate Mr. Titman for his dedication and service to the City of Grand Island.

Staff Contact: Mayor Hornady

Twenty Five Year Service Award

WE HEREBY EXPRESS OUR SINCERE APPRECIATION TO

BRADLEY TITMAN

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

City of
GRAND



ISLAND

Stewart Finkle

Department Director

Margaret J. Hornsby

Mayor

5-25-10

Date

4-15-2010

Date



City of Grand Island

Tuesday, May 25, 2010

Council Session

Item C4

**Presentation of Application for Edward Byrne Memorial Justice
Assistance Grant (JAG) 2010**

Staff Contact: Steve Lamken

Presentation

From: Chief Steven Lamken, Police Department

Meeting: May 25, 2010

Subject: Edward Byrne Memorial Justice Assistance Grant (JAG)
2010

Item #: C-4

Presenter(s): Steve Lamken, Chief of Police

Background

The Grand Island Police Department and Hall County Sheriff's Department are eligible to receive Justice Assistance Grant money from the U.S. Department of Justice under the JAG offering in 2010. The total award for Grand Island is in the amount of \$31,494.00 and may be spent over a four year period. The Grand Island Police Department will serve as the fiscal agency on this grant. The Hall County Sheriff's Department will be a disparate agency and will receive twenty five percent of the award totals, \$7,873.00 with the remaining seventy five percent, \$23,621.00 to the City of Grand Island.

Discussion

There is a requirement that the applicant agency (Grand Island Police Department) make the grant application available for review by the governing body not less than 30 days before application. Application deadline is June 30, 2010

There is a federal mandate that requires a public hearing regarding the application process and disbursement of the JAG funds. This hearing will take place on June 8, 2010

The grant requires an MOU between the applicant (Grand Island) and any disparate agencies (Hall County). By definition, Hall County is a disparate agency eligible for funds. The MOU will be on the City Council and the Hall County Board's agenda on June 8, 2010.

Edward Byrne Memorial Justice Assistance Grant Program

CFDA NUMBER: 16.738

THE STATE OF NEBRASKA

COUNTY OF HALL

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

2010 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This agreement is made and entered into this 8th day of June, 2010, by and between The County of Hall, acting by and through its governing body, The Hall County Board of Supervisors, hereinafter referred to as COUNTY, and the CITY of Grand Island, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Hall County, State of Nebraska, witnesseth:

WHEREAS, the City and County may apply for a direct award from the Justice Assistance Grant Program of \$31,494.00 and the City shall act as fiscal agent for this award and file the joint application on behalf of the City and County: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the CITY agrees to provide the COUNTY \$7,873.00 from the \$31,494.00 JAG award: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and City agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$7,873.00 of JAG funds.

CFDA NUMBER: 16.738

Section 2.

COUNTY agrees to use the \$7,873.00 JAG funds by 9-30-2014.

Section 3.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

CITY OF GRAND ISLAND, NEBRASKA

COUNTY OF HALL, NEBRASKA

Mayor

Board Chairperson

ATTEST:

City Clerk

County Clerk



City of Grand Island

Tuesday, May 25, 2010

Council Session

Item E1

Public Hearing on Request from Ronald King dba RK's Pub, 217 E. Stolley Park Road #6 & #7 for a Change of Location to 217 E. Stolley Park Road Suite N for Class "C-59418" Liquor License

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: May 25, 2010

Subject: Public Hearing on Request from Ronald King dba RK's Pub, 217 E. Stolley Park Road #6 & #7 for a Change of Location for Class "C-59418" Liquor License to 217 E. Stolley Park Road Suite N

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

Presenter(s): RaNae Edwards, City Clerk

Background

Ronald King dba RK's Pub, 217 E. Stolley Park Road #6 & #7 has submitted an application for a Change of Location for their Class "C-59418" Liquor License to 217 E. Stolley Park Road Suite N.

Discussion

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

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the application for a change of location requested by Ronald King dba RK's Pub from 217 E. Stolley Park Road #6 & #7 to 217 E. Stolley Park Road Suite N for the Class "C-59418" Liquor License contingent upon final inspections.



City of Grand Island

Tuesday, May 25, 2010

Council Session

Item E2

**Public Hearing on Redevelopment Plan for Real Estate Located
between 107 and 203 East Stolley Park Road**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: May 25, 2010

Subject: Amendment to Redevelopment Plan for CRA Area #2

Item #'s: E-2 & G-3

Presenter(s): Chad Nabity, AICP CRA Director

Background

In September of 1999, the Grand Island City Council declared property referred to as CRA Area #2 as blighted and substandard and approved a generalized redevelopment plan for the property. The generalized redevelopment plan authorized the use of Tax Increment Financing (TIF) for the acquisition of property, redevelopment of property, site preparation, landscaping and parking.. TIF can also be used for improvements to and expansion of existing infrastructure including but not limited to: streets, water, sewer, drainage.

Ken-Ray LLC (the developer) has submitted a proposed amendment to the redevelopment plan that would provide for the construction a 17,500 square foot commercial retail/office building on property at the southeast corner of Stolley Park Road and South Locust Street.

The CRA reviewed the proposed development plan and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on May 5th. The CRA also sent notification to the City Clerk of their intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on December 2nd. The Planning Commission approved Resolution 2010-04 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island.

Discussion

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

Council is being asked to approve a resolution approving the cost benefit analysis as presented along with the amended redevelopment plan for CRA Area #2 and authorizes the CRA to execute a contract for TIF based on the plan amendment. The redevelopment plan for amendment permits the development of a 17, 500 square foot commercial retail office building at this site and the use of Tax Increment Financing to pay for the cost of acquisition of the property, and site preparation and necessary utility improvements. The developer has indicated that depending on market conditions that they would consider building up to 12,500 additional square feet of space at this location. The additional investment if made would shorten the payback period for the TIF as presented. The cost benefit analysis as attached finds that this project meets the statutory requirements for as eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. The total tax increment financing allowed for this project may not exceed \$324,350 during this 15 year period.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the resolution as submitted.

**Redevelopment Plan Amendment
Grand Island CRA Area #2
April 2010**

The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area #2 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 #2.

**Executive Summary:
Project Description**

THE ACQUISITION OF PROPERTY AT STOLLEY PARK ROAD AND SOUTH LOCUST STREET BY THE DEVELOPER AND SUBSEQUENT UTILITY IMPROVEMENTS, LANDSCAPING AND PARKING IMPROVEMENTS NECESSARY FOR THE CONSTRUCTION AND OPERATION OF A COMMERCIAL/OFFICE CENTER THIS LOCATION.

The use of Tax Increment Financing to aid in the acquisition and utility improvements 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 Stolley Park Road and South Locust Street in southeast Grand Island including:

- Lots 4 and 5 of Equestrian Meadows Subdivision.

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 Commercial/Office center 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 September 19, 1999.[§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 #2 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 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 with an AC-Arterial Commercial Overlay. 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 commercial/office building at this site. The total square footage of the building will be 17,500 square feet during the initial phase. A second phase of construction involving up to 12,500 additional square feet of is possible at some point in the future. The property is zoned B2-AC and could accommodate a building of up to 100% of the property [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

Sewer and water are available to support this development. New water and sewer mains and services will be required for this building.

No other utilities would be impacted by the development.

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

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

4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation. This 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 purchased the property for \$222,238. Costs for preparation for development are estimated at \$145,937

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

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

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of \$324,263 from the proceeds of the TIF Indebtedness issued by the Authority. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 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 not significantly impact traffic on Stolley Park Road or South Locust 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 the first phase of this project (17,500 square feet of commercial space) is anticipated to be completed during the 2010 and 2011 calendar years. A second phase of this project would include the development of up to 12,500 square feet of additional space. This second phase is not anticipated to occur until at least 5 years after the initial construction. 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 many years. This is infill development in an area with all city services available. 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 \$222,238. After acquisition of the property and subsequent improvements a commercial/office structure will be built at this location. This will result in a \$1,017,275 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. Existing water and waste water facilities will not be impacted by this development. The electric utility has sufficient capacity to support the development. It is not anticipated that this will impact schools. Fire and police protection are available and should not be impacted by this development.

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

The proposed facility will provide jobs for persons employed at these establishments and for those building the new building.

(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.

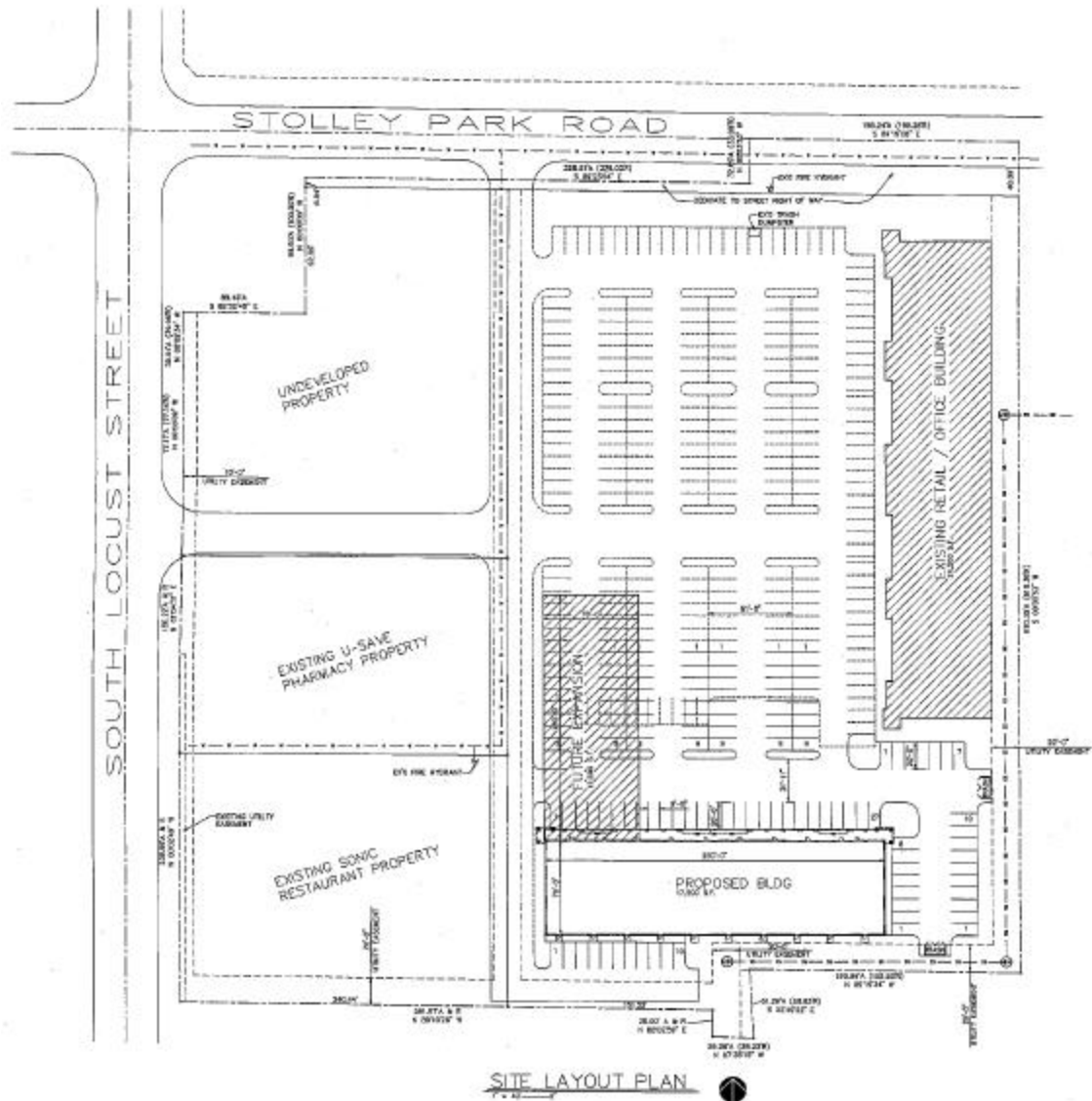
This will provide appropriate development at a key entrance location to Fonner Park and the Nebraska State Fair.

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 used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years or an amount not to exceed \$324,263 the projected amount of increment based upon the anticipated value of the project and current tax rate. Based on the purchase price of the property and estimates of the expenses of eligible activities the developer will spend \$368,275 on TIF eligible activities. The developer will also carry the costs for allowable soft costs (estimated at \$20,000) and interest on the money borrowed for these activities (estimated at \$204,000). A total of \$324,263 of tax increment financing is proposed for \$592,275 worth of eligible expenditures in the initial phase

The developer has plans as shown for a possible expansion of the building space to 30,000 square feet on these lots at some point in the future. This could happen within 5 years depending on the market conditions. This expansion would create an additional \$726,625 of anticipated valuation. The additional increment would be applied \$324,263 TIF requested resulting in a quicker payment of the TIF and a shorter term on the TIF

contract. The additional 12,500 square feet will not be built if the original building is not constructed.



Proposed Site Plan for Development at 107 and 203 E Stolley Park Road in Grand Island, NE

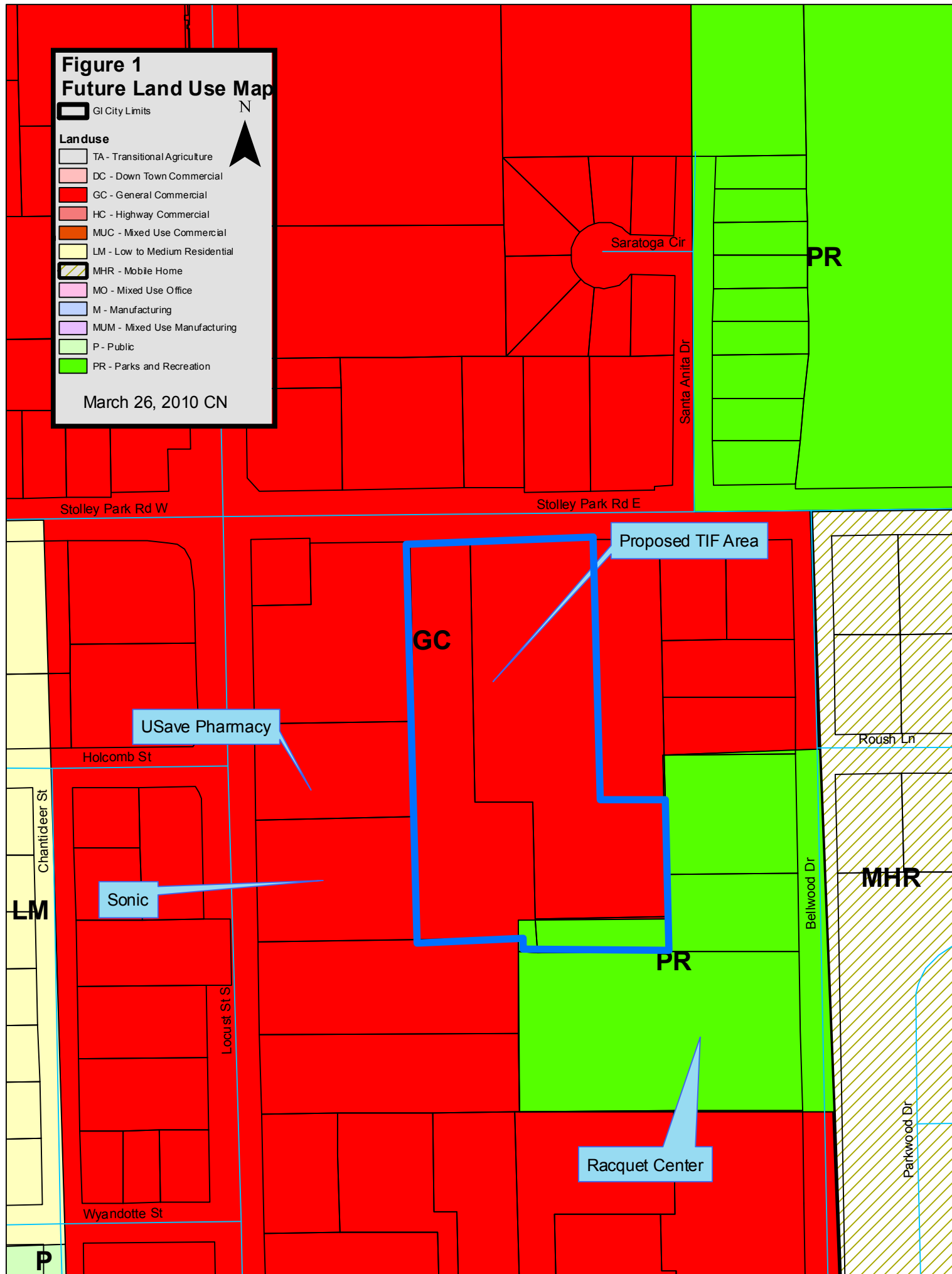
**Figure 1
Future Land Use Map**

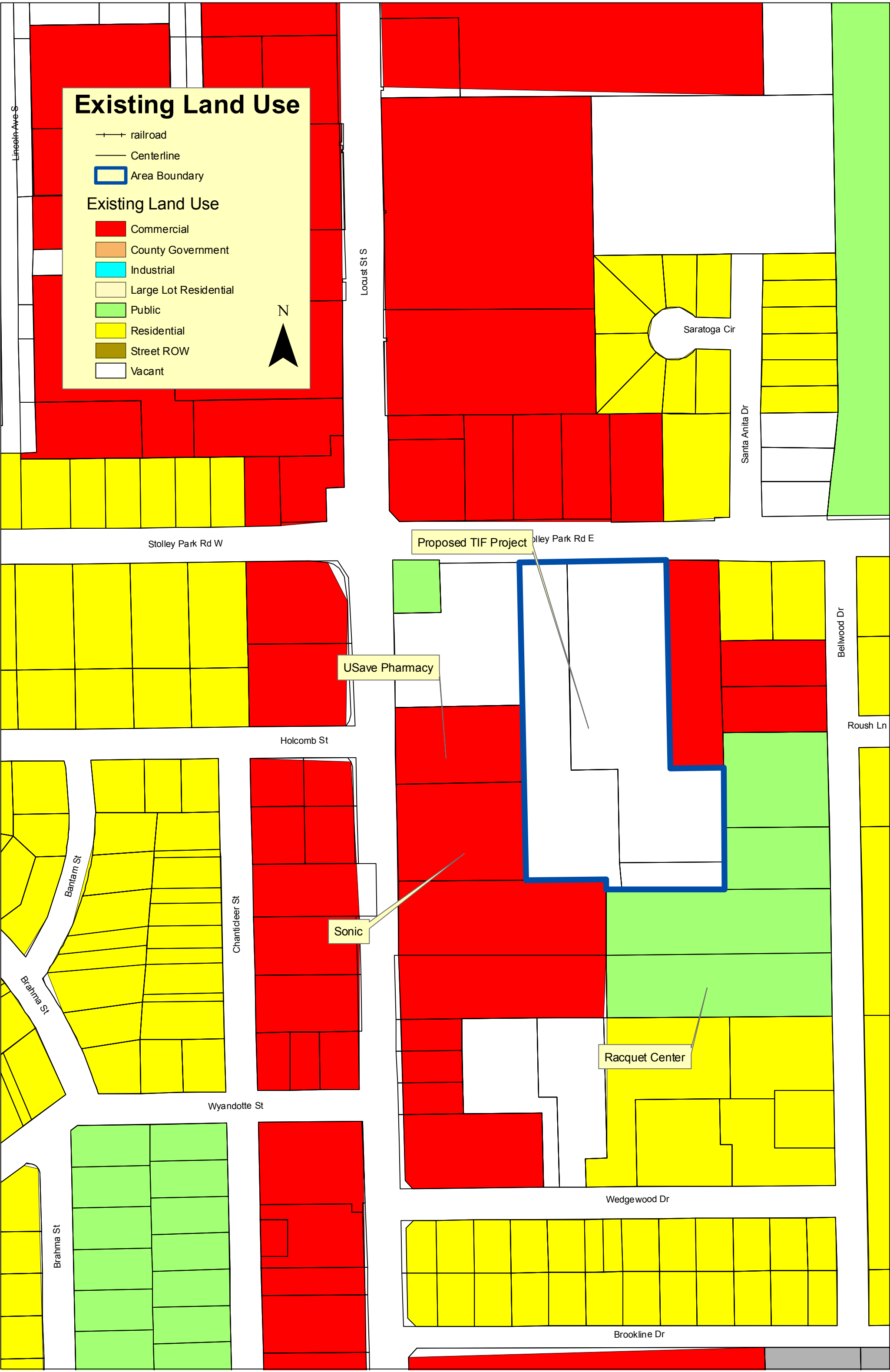
GI City Limits

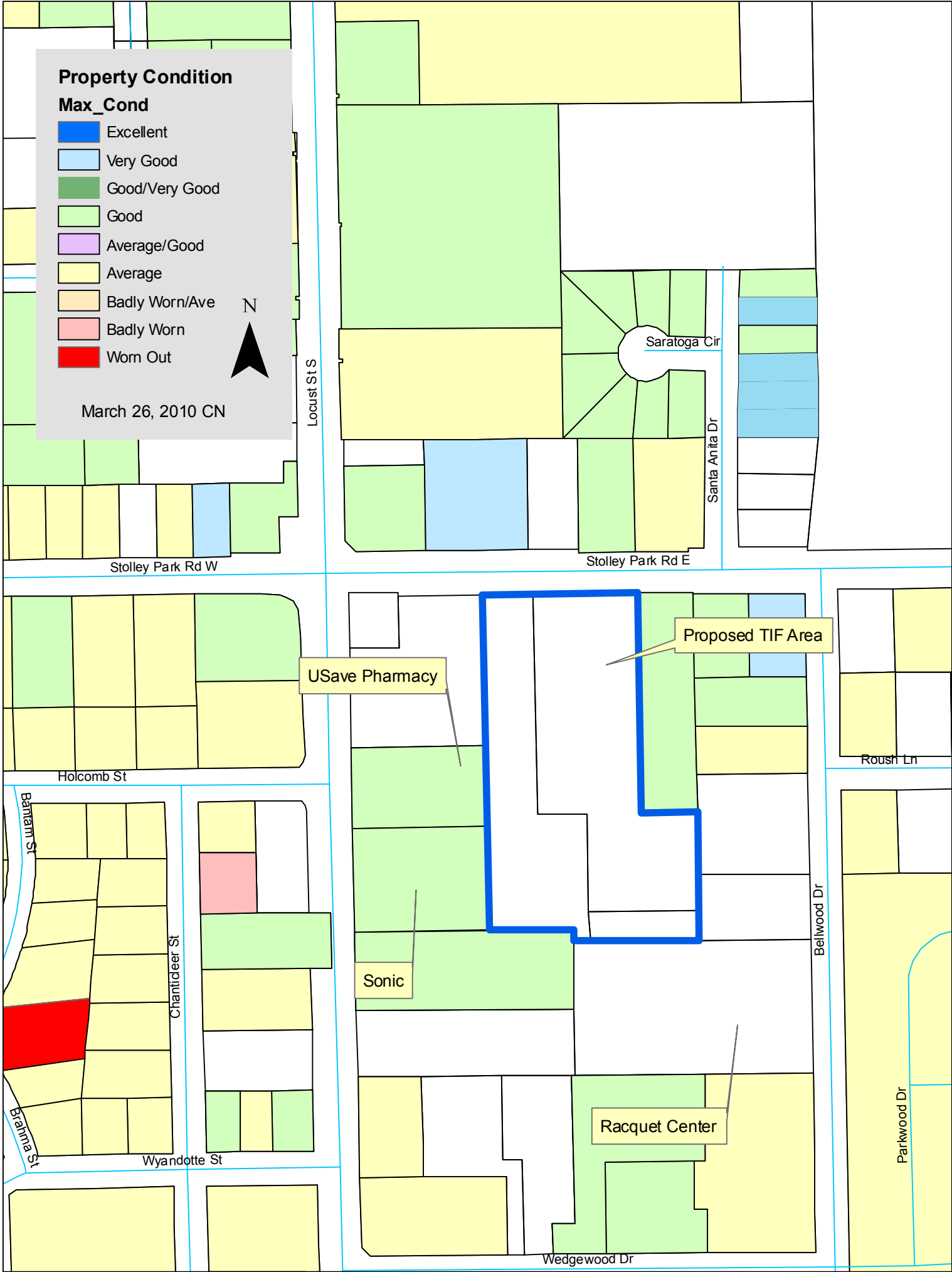
Landuse

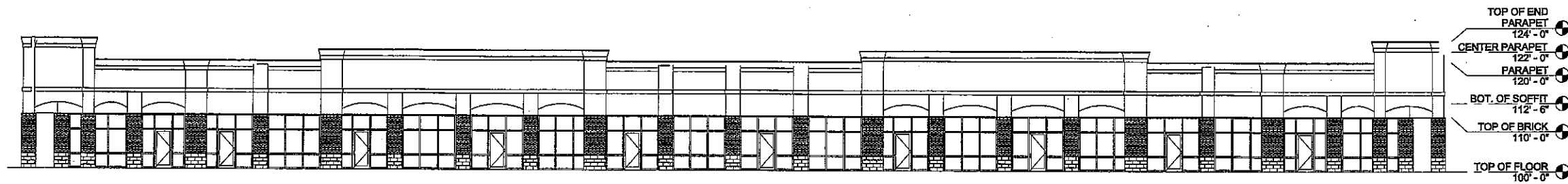
- TA - Transitional Agriculture
- DC - Down Town Commercial
- GC - General Commercial
- HC - Highway Commercial
- MUC - Mixed Use Commercial
- LM - Low to Medium Residential
- MHR - Mobile Home
- MO - Mixed Use Office
- M - Manufacturing
- MUM - Mixed Use Manufacturing
- P - Public
- PR - Parks and Recreation

March 26, 2010 CN

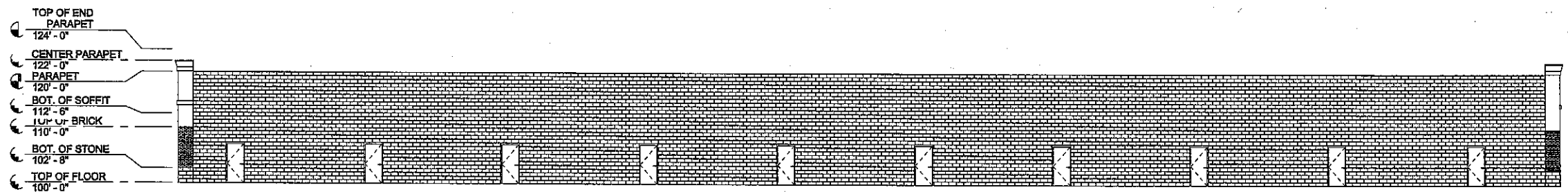




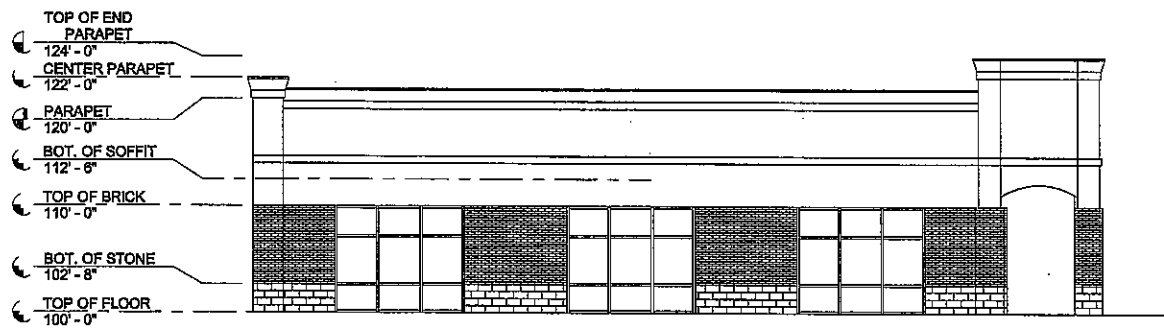




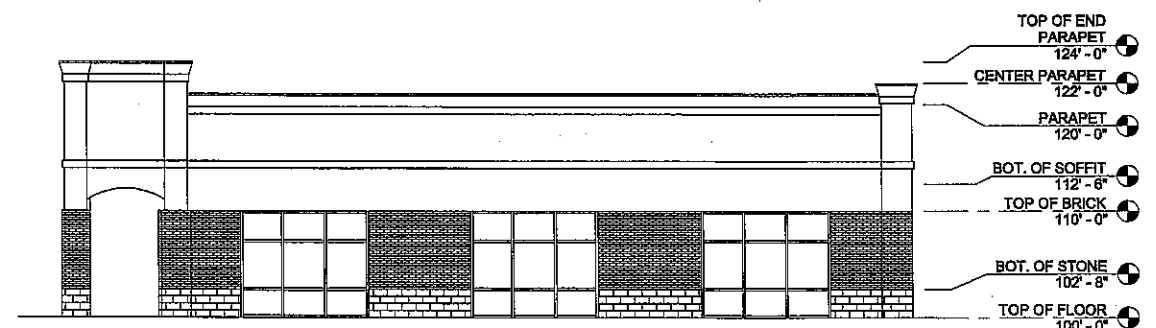
NORTH ELEVATION



SOUTH ELEVATION

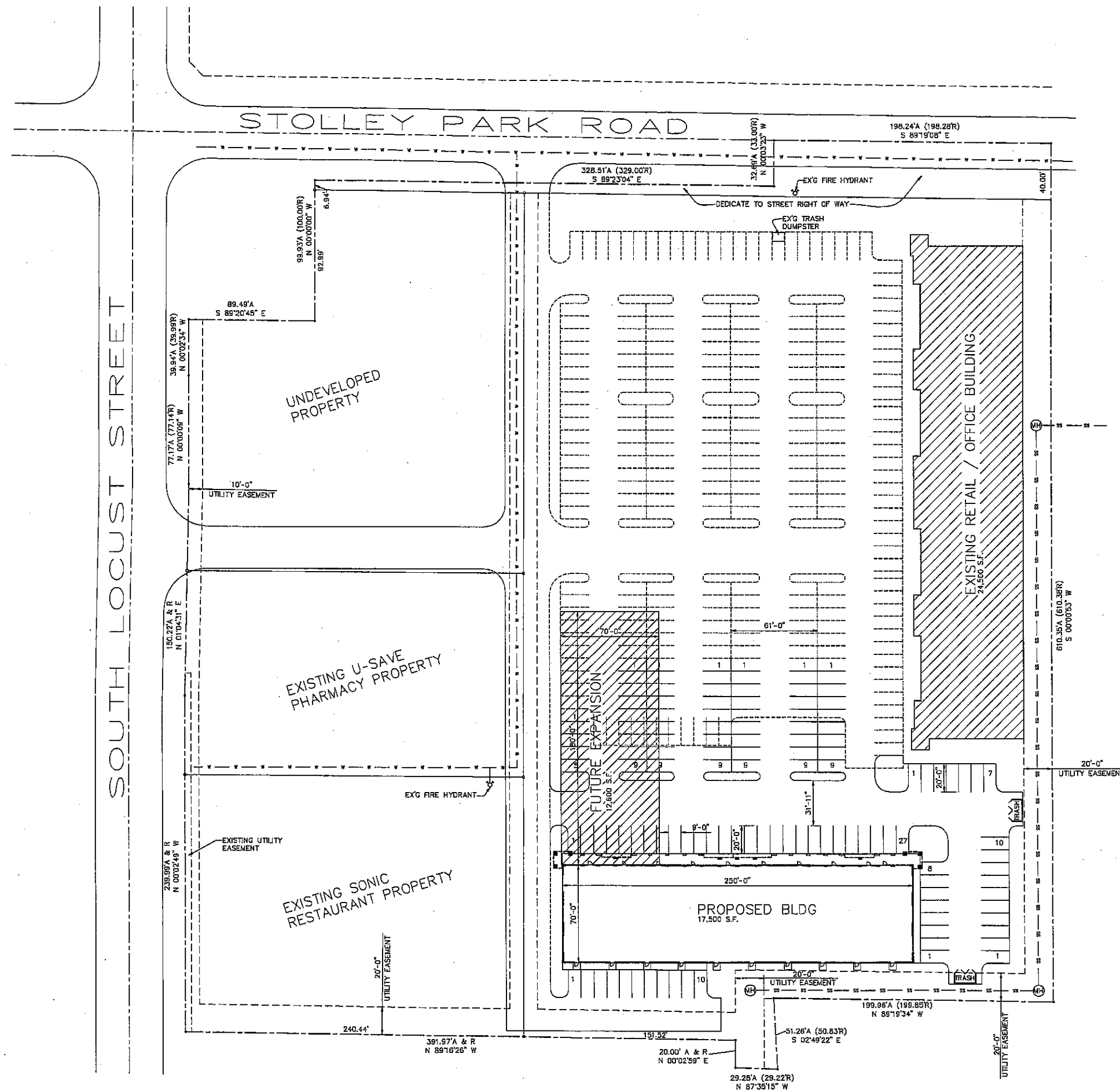


EAST ELEVATION



WEST ELEVATION

[illegible]



PARKING CALCULATIONS:

REQUIRED PARKING BASED ON RETAIL OR OFFICE OCCUPANCIES:
 BLDG SQ. FT. = 42,000 / 200 SQ. FT. PER STALL = 210
 EXISTING PARKING STALLS = 232
 STALLS ELIMINATED FOR BLDG = 11
 STALLS ADDED = 121
 TOTAL STALLS SHOWN = 353

PARKING CALCULATIONS WITH FUTURE EXPANSION:

REQUIRED PARKING BASED ON RETAIL OR OFFICE OCCUPANCIES:
 BLDG SQ. FT. = 54,000 / 200 SQ. FT. PER STALL = 273
 EXISTING PARKING STALLS = 353
 STALLS ELIMINATED FOR BLDG = 55±
 STALLS ADDED = 0
 TOTAL STALLS SHOWN = 298

SITE LAYOUT PLAN

1" = 40'-0"



THIS SITE PLAN DRAWING IS FOR
 CONSTRUCTION ONLY AND IS NOT
 TO BE USED AS A LEGAL SURVEY.



BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

- I. Business Name: Ken-Ray LLC.
Address: PO Box 139 Grand Island NE 68802-0139
Telephone No.: 308-381-2497 Fax No.: 308-381-1285
Contact: Raymond O'Connor
- II. Brief Description of Applicant's Business: Commercial Real Estate
Development

- III. Present Ownership Proposed Project Site: Ken-Ray LLC, A Nebraska Limited
Liability Company
- IV. Proposed Project: Building square footage, size of property, description of
buildings – materials, etc. Please attach site plan, if available.
Bld I - 17,500 SF Split-Faced Block and Brick – DryVit Exterior to match
existing 24,500 SF building on adjacent lot

V. If Property is to be Subdivided, Show Division Planned:

VI. Estimated Project Costs:

Acquisition Costs:

A. Land \$ 222,238

B. Building \$ 2/3 of land
Assessment by
Hall County

Construction Costs:

A. Renovation or Building Costs: \$ 1,715,000.00

B. On-Site Improvements: \$ 145,937.00

Soft Costs:

A. Architectural & Engineering Fees: \$ Included in
Const cost

B. Financing Fees: \$ 204,000.00

C. Legal/Developer/Audit Fees: \$ 20,000.00

D. Contingency Reserves: \$

E. Other (Please Specify) \$

TOTAL \$

VII. Total Estimated Market Value at Completion: \$ 1,017,000.00
Hall county
Assessor

VIII. Source of Financing:

A. Developer Equity: \$ 385,937.00

B. Commercial Bank Loan: \$ 1,500,000.00

C. Tax Credits:

1. N.I.F.A. \$

2. Historic Tax Credits \$

D. Industrial Revenue Bonds: \$

E. Tax Increment Assistance: \$

F. Other \$ _____

IX. Name, Address, Phone & Fax Numbers of Architect, Engineer and General

Contractor: _____

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

_____1017.000_____1475.000.00_____

___X___2.12562190___X___2.12562190_____

___=___21,617.56___=___31,352.90_____

XI. Project Construction Schedule:

A. Construction Start Date: _____May 2010_____

B. Construction Completion Date: _____November 2010_____

C. If Phased Project:

___12500 additional in 2015_ Year _____100_____ % 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

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

_____ \$324,263.00 _____

_____21,617.56 x 15 years _____ Assist with land, utility and soft cost to
complete project _____

**II. Statement Identifying Financial Gap and Necessity for use of Tax Increment
Financing for Proposed Project: _____**

III. 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:

____ City of Grand Island, NE _____ City of Kearney NE

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

New Nebraska LLC formed in 2009 – Tax returns and financial statement for LLC not formulated.

Post Office Box 1486
Grand Island, Nebraska 68802-1486
Phone: 308 382-1920, ext. 20
Fax: 308 382-1154
Email: cjohnson@gichamber.com

Estimate Sheet

Page No. 2 Of 9 Pages

SITEWORK

Page 2

Code	Description	Quantity	Cost Per	Material	Cost Per	Labor	Cost Per	Sub	Total
02 002	Survey	0		\$ -		\$ -	\$ 800.00	\$ -	\$ -
02 010	Soil & Compaction Tests	0		\$ -		\$ -	\$ 2,400.00	\$ -	\$ -
02 812	Pest Control			\$ -		\$ -		\$ -	\$ -
	Silt Fence			\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
	Total Misc.			\$ -		\$ -		\$ -	\$ -
02 050	Demolition	1		\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
02 160	Shoring			\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
	Total Demolition			\$ -		\$ -		\$ -	\$ -
02 001	Excavation Sub Allowance	1		\$ -		\$ -	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00
02 100	Site Prep			\$ -		\$ -		\$ -	\$ -
	Fine Grading			\$ -		\$ -		\$ -	\$ -
02 140	Dewatering			\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
	Total Sitework			\$ -		\$ -		\$ 27,000.00	\$ 27,000.00
03 812	Granular Fill			\$ -		\$ -		\$ -	\$ -
02 030	Granular Paving			\$ -		\$ -		\$ -	\$ -
02 120	Asphalt Paving Repair	0		\$ -		\$ -	\$ 5,000.00	\$ -	\$ -
03 020	Concrete Paving	32500		\$ -		\$ -	\$ 3.50	\$ 113,750.00	\$ 113,750.00
03 008	Sidewalks	2500		\$ -		\$ -	\$ 4.00	\$ 10,000.00	\$ 10,000.00
03 020	Approaches			\$ -		\$ -		\$ -	\$ -
03 011	Curb and Gutter	0		\$ -		\$ -	\$ 10.00	\$ -	\$ -
	Seal Joints			\$ -		\$ -		\$ -	\$ -
	Striping	0		\$ -		\$ -	\$ 500.00	\$ -	\$ -
	HC Signs	0	\$ 100.00	\$ -	\$ 50.00	\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
	Total Paving			\$ -		\$ -		\$ 123,750.00	\$ 123,750.00
			\$ -						
02 810	Landscaping	1		\$ -		\$ -	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
02 810	Seed			\$ -		\$ -		\$ -	\$ -
02 810	Sod			\$ -		\$ -		\$ -	\$ -
02 810	Irrigation			\$ -		\$ -		\$ -	\$ -
02 811	Fencing			\$ -		\$ -		\$ -	\$ -
02 800	Site Improvements			\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
	Total Landscaping			\$ -		\$ -		\$ 5,000.00	\$ 5,000.00
			Total Costs	\$ -		\$ -		\$ 155,750.00	\$ 155,750.00

NOTES

CONCRETE

Page 3

Code	Description	Quantity	Cost Per	Material	Cost Per	Labor	Cost Per	Sub	Total
03 014	Demolition (Conc.)			\$ -		\$ -		\$ -	\$ -
03 001	Layout			\$ -		\$ -		\$ -	\$ -
03 002	Equipment Pads			\$ -		\$ -		\$ -	\$ -
02 161	Excavate Piers			\$ -		\$ -	\$ 35.00	\$ -	\$ -
02 162	Trenching			\$ -		\$ -	\$ 1.20	\$ -	\$ -
02 163	Backhoe Work			\$ -		\$ -	\$ 75.00	\$ -	\$ -
03 003	Footings			\$ -		\$ -		\$ -	\$ -
03 022	Grade Beam 8"		\$ 8.60	\$ -	\$ 10.00	\$ -		\$ -	\$ -
03 023	Grade Beam 12"		\$ 9.50	\$ -	\$ 6.50	\$ -		\$ -	\$ -
03 032	Grade Beam Cap		\$ 3.40	\$ -	\$ 4.00	\$ -		\$ -	\$ -
03 004	Piers		\$ 378.00	\$ -	\$ 100.00	\$ -		\$ -	\$ -
03 004	Endwall Piers		\$ 94.50	\$ -	\$ 100.00	\$ -		\$ -	\$ -
03 004	Corner Piers		\$ 45.00	\$ -	\$ 100.00	\$ -		\$ -	\$ -
03 005	Walls			\$ -		\$ -		\$ -	\$ -
03 007	Stoops	20		\$ -		\$ -	\$ 250.00	\$ 5,000.00	\$ 5,000.00
03 009	Mud Pits	0		\$ -		\$ -	\$ -	\$ -	\$ -
03 010	Trench Drains		\$ 30.00	\$ -	\$ 15.00	\$ -		\$ -	\$ -
03 011	Interior Curbs		\$ 1.72	\$ -	\$ 4.00	\$ -		\$ -	\$ -
03 012	Catch Basins			\$ -		\$ -		\$ -	\$ -
03 016	Guard Posts			\$ -	\$ 35.00	\$ -		\$ -	\$ -
03 017	Backplaster/Tar/Caulk			\$ -		\$ -		\$ -	\$ -
03 100	Footing Formwork		\$ 1.40	\$ -	\$ 1.25	\$ -		\$ -	\$ -
03 200	Footing Reinforcement		\$ 0.48	\$ -	\$ 0.25	\$ -		\$ -	\$ -
03 039	Perimeter Insulation		\$ 0.65	\$ -	\$ 0.20	\$ -	\$ 0.20	\$ -	\$ -
03 820	Backfill			\$ -		\$ -		\$ -	\$ -
	BUILDING #1	0		\$ -		\$ -	\$ 5.50	\$ -	\$ -
	BUILDING #2	0		\$ -		\$ -	\$ 5.50	\$ -	\$ -
	BUILDING #3	17500		\$ -		\$ -	\$ 6.00	\$ 105,000.00	\$ 105,000.00
	Total Footings			\$ -		\$ -		\$ 110,000.00	\$ 110,000.00
03 812	Fill Sand		\$ 6.50	\$ -	\$ 1.50	\$ -		\$ -	\$ -
03 031	Flatwork Floors 4"		\$ 1.50	\$ -	\$ 0.90	\$ -		\$ -	\$ -
03 032	Flatwork Floors 6"		\$ 1.95	\$ -	\$ 0.90	\$ -		\$ -	\$ -
03 840	Vapor Barrier			\$ -		\$ -		\$ -	\$ -
03 250	Accessories		\$ 0.15	\$ -		\$ -		\$ -	\$ -
03 100	Concrete Formwork		\$ 1.40	\$ -	\$ 1.25	\$ -		\$ -	\$ -
03 200	Mesh		\$ 0.12	\$ -	\$ 0.10	\$ -		\$ -	\$ -
03 370	Curing			\$ -		\$ -		\$ -	\$ -
03 400	Concrete/Asphalt Sawing	0		\$ -		\$ -	\$ 2.00	\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
	Total Flatwork			\$ -		\$ -		\$ -	\$ -
03 026	Second Deck Concrete	0		\$ -		\$ -	\$ -	\$ -	\$ -
03 033	Flexicore			\$ -		\$ -		\$ -	\$ -
03 400	Precast Concrete			\$ -		\$ -		\$ -	\$ -
03 600	Grout			\$ -		\$ -		\$ -	\$ -
	Total Precast			\$ -		\$ -		\$ -	\$ -
03 860	Rental Equip. (Conc.)			\$ -		\$ -		\$ -	\$ -
03 870	Concrete Subcontract			\$ -		\$ -		\$ -	\$ -
03 027	Concrete Pump Rental	0		\$ -		\$ -	\$ 1,200.00	\$ -	\$ -
03 880	Concrete Cylinder Tests			\$ -		\$ -		\$ -	\$ -
03 036	Mobilization (Conc.)	0		\$ -		\$ -	\$ -	\$ -	\$ -
03 037	Demobilization (Conc.)	0		\$ -		\$ -	\$ -	\$ -	\$ -
03 035	Travel Time (Conc.)			\$ -		\$ -		\$ -	\$ -
03 038	Job Cleanup (Conc.)			\$ -		\$ -		\$ -	\$ -
	Total Misc.			\$ -		\$ -		\$ -	\$ -
	Total Concrete		Total Costs	\$ -		\$ -		\$ 110,000.00	\$ 110,000.00

NOTES

Estimate Sheet

Page No. 4 Of 9 Pages

MASONRY

Page 4

Code	Description	Quantity	Cost Per	Material	Cost Per	Labor	Cost Per	Sub	Total
04 001	Trash Enclosures	1		\$ -		\$ -	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
	MEDALLIONS	36	\$ 19.00	\$ 684.00		\$ -	\$ -	\$ -	\$ 684.00
	BUILDING #1 CMU/Brick	1		\$ -		\$ -	\$ 82,893.00	\$ 82,893.00	\$ 82,893.00
	BUILDING #2 CMU/Brick	0		\$ -		\$ -	\$ 70,578.00	\$ -	\$ -
	BUILDING #3 CMU/Brick	1		\$ -		\$ -	\$ 119,778.00	\$ 119,778.00	\$ 119,778.00
	BUILDING #1 PRECAST	0	\$ 7.75	\$ -		\$ -		\$ -	\$ -
	BUILDING #2 PRECAST	0	\$ 7.75	\$ -		\$ -		\$ -	\$ -
	BUILDING #3 PRECAST	371	\$ 7.75	\$ 2,875.25		\$ -		\$ -	\$ 2,875.25
			Total Costs	\$ 3,559.25		\$ -		\$ 205,171.00	\$ 208,730.25

NOTES

STRUCTURAL AND MISC. STEEL

Page 4

Code	Description	Quantity	Cost Per	Material	Cost Per	Labor	Cost Per	Sub	Total
05 050	Metal Fasteners			\$ -		\$ -		\$ -	\$ -
05 100	Unloading			\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
05 106	Structural Steel	0	\$ 12.00	\$ -	\$ 4.00	\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
	Trash Enclosure Gates	2		\$ -		\$ -	\$ 800.00	\$ 1,600.00	\$ 1,600.00
	Stairway Labor			\$ -		\$ -		\$ -	\$ -
05 010	Misc. Metals			\$ -		\$ -		\$ -	\$ -
	Stairways	0	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
	Guard Posts	0	\$ 82.00	\$ -		\$ -		\$ -	\$ -
05 105	Trench Drain Grate	0		\$ -	\$ 8.00	\$ -		\$ -	\$ -
05 501	Steel Grates			\$ -		\$ -		\$ -	\$ -
05 502	Hand Railing			\$ -		\$ -		\$ -	\$ -
05 503	Guard Railing	0	\$ 25.00	\$ -	\$ 5.00	\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
05 001	Mobilization (Bldg)			\$ -		\$ -	\$ 150.00	\$ -	\$ -
05 008	Demobilization (Bldg)			\$ -		\$ -	\$ 150.00	\$ -	\$ -
05 007	Travel Time (Bldg)			\$ -		\$ -		\$ -	\$ -
05 009	Job Clean-up (Bldg)			\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
			Total Costs	\$ -		\$ -		\$ 1,600.00	\$ 1,600.00

NOTES

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NOTES

Page No. 6 Of 9 Pages

THERMAL/MOISTURE PROTECTION								Page 6	
Code	Description	Quantity	Cost Per	Material	Cost Per	Labor	Cost Per	Sub	Total
05 885	6" Roof Insulation		\$ 0.507	\$ -		\$ -		\$ -	\$ -
05 886	4" Roof Insulation			\$ -		\$ -		\$ -	\$ -
			\$ 0.374	\$ -	\$ 0.10	\$ -		\$ -	\$ -
05 888	6" Wall Insulation			\$ -	\$ 0.10	\$ -		\$ -	\$ -
05 889	4" Wall Insulation	0	\$ 0.374	\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
05 891	Simple Saver - Roof	0	\$ 1.00	\$ -		\$ -	\$ 0.75	\$ -	\$ -
05 891	Simple Saver Roof Install			\$ -		\$ -	\$ 0.70	\$ -	\$ -
05 892	Simple Saver Walls			\$ -		\$ -		\$ -	\$ -
05 892	Simple Saver Wall Install			\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
05 893	BUILDING #1 DURO-LAST			\$ -		\$ -	\$ 56,827.00	\$ -	\$ -
	BUILDING #2 DURO-LAST			\$ -		\$ -	\$ 46,266.00	\$ -	\$ -
	BUILDING #3 DURO-LAST			\$ -		\$ -	\$ 114,635.00	\$ -	\$ -
				\$ -		\$ -	\$ -	\$ -	\$ -
07 100	Masonry/EIFS Joints	2000		\$ -		\$ -	\$ 1.50	\$ 3,000.00	\$ 3,000.00
07 101	Spray Sealers			\$ -		\$ -		\$ -	\$ -
07 810	Concrete Joints	2000		\$ -		\$ -	\$ 1.50	\$ 3,000.00	\$ 3,000.00
				\$ -		\$ -		\$ -	\$ -
07 300	Shingles and Roof Tiles			\$ -		\$ -		\$ -	\$ -
07 500	Smoke Hatches			\$ -		\$ -		\$ -	\$ -
07 501	BUILDING #1 EPDM	0		\$ -		\$ -	\$ 53,950.00	\$ -	\$ -
07 600	BUILDING #2 EPDM	0		\$ -		\$ -	\$ 43,452.00	\$ -	\$ -
07 601	BUILDING #3 EPDM	1		\$ -		\$ -	\$ 104,637.00	\$ 104,637.00	\$ 104,637.00
07 700	Roof Specialties & Acc.			\$ -		\$ -		\$ -	\$ -
07 810	Joint Sealers	1		\$ -		\$ -	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
				\$ -		\$ -		\$ -	\$ -
			Total Costs	\$ -		\$ -		\$ 112,637.00	\$ 112,637.00
NOTES									

Page No. 7 Of 9 Pages

FINISHES								Page 7	
Code	Description	Quantity	Cost Per	Material	Cost Per	Labor	Cost Per	Sub	Total
19 402	Gyp Systems	0		\$ -		\$ -	\$ -	\$ -	\$ -
		0		\$ -		\$ -	\$ -	\$ -	\$ -
09 100	Subcontract Painting	0		\$ -		\$ -	\$ -	\$ -	\$ -
09 800	Subcont Floor Covering	0		\$ -		\$ -	\$ 3.00	\$ -	\$ -
09 835	Suspended Ceiling	0		\$ -		\$ -	\$ 2.00	\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
	Floor Stain			\$ -		\$ -	\$ 2.50	\$ -	\$ -
	GYP			\$ -		\$ -		\$ -	\$ -
	BUILDING #1 STUD/EIFS	0		\$ -		\$ -	\$ 150,080.00	\$ -	\$ -
	BUILDING #2 STUD/EIFS	0		\$ -		\$ -	\$ 112,830.00	\$ -	\$ -
	BUILDING #3 STUD/EIFS	1		\$ -		\$ -	\$ 150,700.00	\$ 150,700.00	\$ 150,700.00
	BUILDING #1 PAINT	0		\$ -		\$ -	\$ 5,500.00	\$ -	\$ -
	BUILDING #2 PAINT	0		\$ -		\$ -	\$ 4,494.00	\$ -	\$ -
	BUILDING #3 PAINT	1		\$ -		\$ -	\$ 8,900.00	\$ 8,900.00	\$ 8,900.00
				\$ -		\$ -		\$ -	\$ -
			Total Costs	\$ -		\$ -		\$ 159,600.00	\$ 159,600.00
NOTES									

Page No. 8 Of 9 Pages

[illegible]

Page No. 9 Of 9 Pages

ELECTRICAL									Page 8
Code	Description	Quantity	Cost Per	Material	Cost Per	Labor	Cost Per	Sub	Total
16 100	Electrical - Subcontract	0		\$ -		\$ -	\$ -	\$ -	\$ -
16 211	Fire Alarm			\$ -		\$ -		\$ -	\$ -
	Parking Lot Lighting			\$ -		\$ -		\$ -	\$ -
	Specialty Building Lights			\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
			Total Costs	\$ -		\$ -		\$ -	\$ -
NOTES									

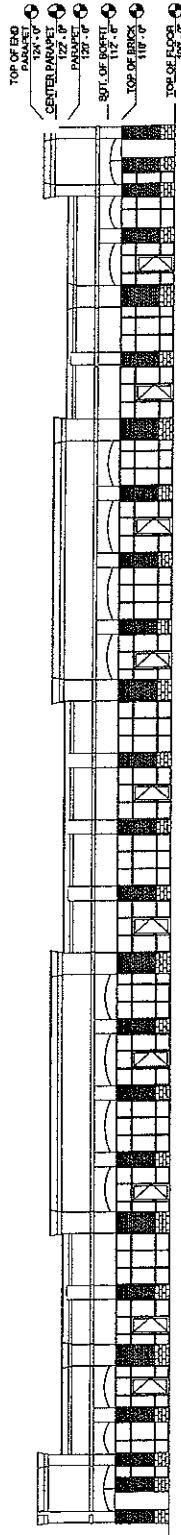
month calculator for builders risk	months
\$0 to \$200,000	3
\$200,000 to \$400,000	4
\$400,000 to \$800,000	6
\$800,000 to \$1,500,000	8
\$1,500,000 to \$2,500,000	10

Cost Per SF	\$97.95
-------------	---------

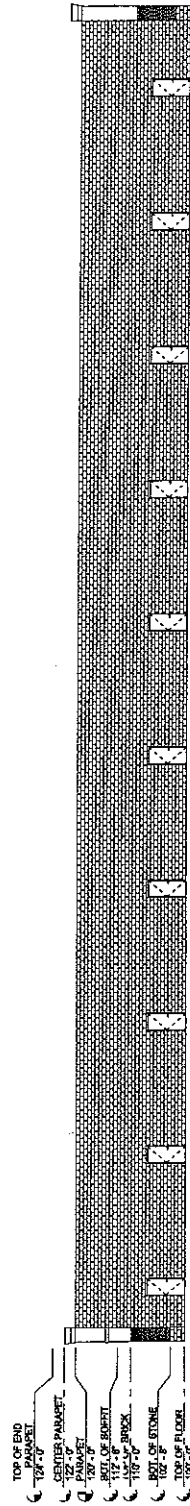
[illegible]

WEST ELEVATION

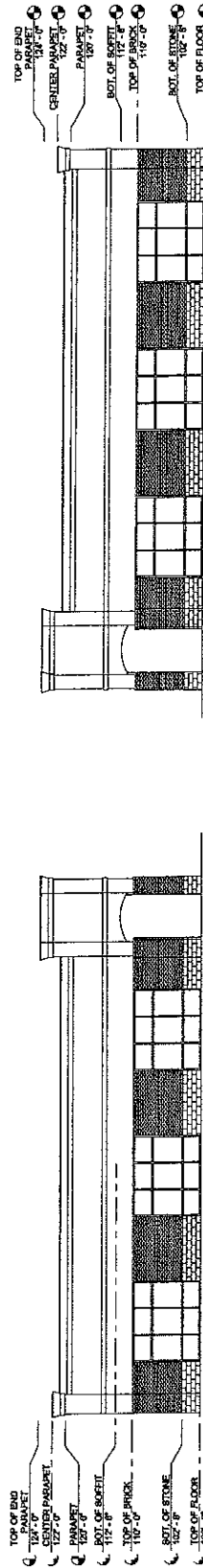
EAST ELEVATION
1/8" = 1'-0"



NORTH ELEVATION



SOUTH ELEVATION
1/8" = 1'-0"



WEST ELEVATION

EAST ELEVATION
1/8" = 1'-0"

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

RESOLUTION NO. 111

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

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), pursuant to the Nebraska Community Development Law (the "Act"), received a proposed redevelopment plan (the "Plan"), for redevelopment of an area within the city limits of the City of Grand Island, Hall County, Nebraska; and

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

Passed and approved this 21 day of April, 2010.

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

By Barry H. Lule
Chairperson

ATTEST:

CHMA
Secretary

Exhibit 1

Attach a copy of the Redevelopment Contract

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

RESOLUTION NO. 112

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

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), has received an Application for Tax Increment Financing under the Nebraska Community Development Law (the "Act") on a project within redevelopment area #2, from Ken-Ray LLC. (The "Developer") for redevelopment of an area within the city limits of the City of Grand Island as set forth in Exhibit 1 attached hereto area; and

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), is proposing to use Tax Increment Financing on a project within redevelopment area #2;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

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

Passed and approved this 21 day of April, 2010.

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

By 
Chairperson

ATTEST:


Secretary

Resolution Number 2010-04

HALL COUNTY REGIONAL PLANNING COMMISSION

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

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

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

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

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

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

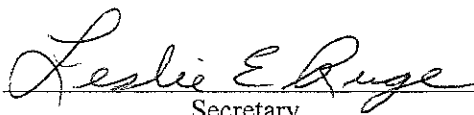
Section 3. This resolution shall be in full force and effect from and after its passage as provided by law.

DATED: May 5th 2010.

HALL COUNTY REGIONAL PLANNING
COMMISSION

ATTEST:

By: 
Vice Chair

By: 
Secretary

REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the ____th day of _____, 2010, by and between the City of Grand Island, Nebraska, acting as the Community Redevelopment Authority of the City of Grand Island, Nebraska (**“City”**), and Ken Ray, LLC, a Nebraska corporation (**“Redeveloper”**).

WITNESSETH:

WHEREAS, the City of Grand Island, Nebraska (the **“City”**), in furtherance of the purposes and pursuant to the provisions of Section 12 of Article VIII of the Nebraska Constitution and Sections 18-2101 to 18-2154, Reissue Revised Statutes of Nebraska, 2007, as amended (collectively the **“Act”**), has designated an area in the City as blighted and substandard; and

WHEREAS, City and Redeveloper desire to enter into this Redevelopment Contract for acquisition and redevelopment of a parcel in the blighted and substandard area;

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

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Contract.

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

“Act” means Section 12 of Article VIII of the Nebraska Constitution, Sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, 2007, as amended, and acts amendatory thereof and supplemental thereto

“Authority” means the Community Redevelopment Authority of the City of Grand Island, Nebraska.

“City” means the City of Grand Island, Nebraska.

“Governing Body” means the Mayor and City Council of the City.

“Holder” means the holders of TIF indebtedness issued by the Authority from time to time outstanding.

“Liquidated Damages Amount” means the amounts to be repaid to Authority by Redeveloper pursuant to Section 6.02 of this Redevelopment Contract.

“Project” means the improvements to the Redevelopment Area, as further described in Exhibit B attached hereto and incorporated herein by reference and, as used herein, shall include the Redevelopment Area real estate.

“Project Cost Certification” means a statement prepared and signed by the Redeveloper verifying the Redeveloper has been legally obligated for the payment of Project Costs identified on Exhibit D

“Project Costs” means only costs or expenses incurred by Redeveloper for the purposes set forth in §18-2103 (a) through (f), inclusive, of the Act as identified on Exhibit D.

“Redeveloper” means Ken Ray, LLC, a Nebraska limited liability company.

“Redevelopment Area” means that certain real property situated in the City of Grand Island, Hall County, Nebraska, which has been declared blighted and substandard by the City pursuant to the Act, and which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

“Redevelopment Contract” means this redevelopment contract between the Authority and Redeveloper with respect to the Project.

“Redevelopment Plan” means the Amended Redevelopment Plan for the Redevelopment Area related to the Project as set forth in the Redevelopment Contract, prepared by the Authority and approved by the City pursuant to the Act.

“Resolution” means the Resolution of the Authority, as supplemented from time to time, approving this Redevelopment Contract and the issuance of the TIF Indebtedness.

“TIF Indebtedness” means any bonds, notes, loans, and advances of money or other indebtedness, including interest and premiums, if any, thereon, incurred by the Authority pursuant to Article III hereof and secured in whole or in part by TIF Revenues.

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

Section 1.02 Constructions and Interpretation.

The provisions of this Redevelopment Contract shall be construed and interpreted in accordance with the following provisions:

(a) Wherever in this Redevelopment Contract it is provided that any person may do or perform any act or thing the word “may” shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(b) The phrase “at any time” shall be construed as meaning “at any time or from time to time.”

(c) The word “including” shall be construed as meaning “including, but not limited to.”

(d) The words “will” and “shall” shall each be construed as mandatory.

(e) The words “herein,” “hereof,” “hereunder,” “hereinafter” and words of similar import shall refer to the Redevelopment Contract as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.

(f) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.

(g) The captions to the sections of this Redevelopment Contract are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

ARTICLE II

REPRESENTATIONS

Section 2.01 Representations by Authority.

The Authority makes the following representations and findings:

(a) the Authority is a duly organized and validly existing Community Redevelopment Authority under the Act.

(b) The Redevelopment Plan has been duly approved and adopted by the City pursuant to Section 18-2109 through 18-2117 of the Act.

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

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

(e) (1) The Redevelopment Plan is feasible and in conformity with the general plan for the development of the City as a whole and the plan is in conformity with the legislative declarations and determinations set forth in the Act, and

(2) Based on Representations made by the Redeveloper:

(i) the Project would not be economically feasible without the use of tax-increment financing,

(ii) the Project would not occur in the Redevelopment Area without the use of tax-increment financing, and

(iii) the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the Authority and have been found to be in the long-term best interest of the community impacted by the Project.

(f) The Authority has determined that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development: including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations, or conditions of blight.

Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

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

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

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

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

(e) The Project would not be economically feasible without the use of tax increment financing.

(f) The Project would not occur in the Redevelopment Area without the use of tax-increment financing.

(g) The Redeveloper is an accredited investor as that term is defined for purposes Regulation D, issued pursuant to the Securities Act of 1933, as amended.

ARTICLE III

OBLIGATIONS OF THE AUTHORITY

Section 3.01 Division of Taxes.

In accordance with Section 18-2147 of the Act, the Authority hereby provides that any ad valorem tax on the following real property in the Project: to wit: Lots 4 and 5, Equestrian Meadows Subdivision to the City of Grand Island, Hall County, Nebraska, for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as set forth in this section. The effective date of this provision shall be January 1, 2011.

(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 Area in excess of such amount (the "Incremental Ad Valorem Tax"), if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority 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 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 Project shall be paid into the funds of the respective public bodies.

Section 3.02 Issuance of TIF Indebtedness

Authority shall incur TIF Indebtedness in the form and principal amount and bearing interest and being subject to such terms and conditions as are specified on the attached exhibit C. No TIF Indebtedness will be issued until Redeveloper has (a) acquired fee title to the Redevelopment Area; (b) obtained financing commitments as described in Section 5.01; and (c) entered into a contract for construction of the Project. The Authority shall have no obligation to find a lender or investor to acquire the TIF Indebtedness, but rather shall issue the TIF Indebtedness to the Redeveloper upon payment of the principal amount thereof. The purchase price of the TIF Indebtedness may be offset against the Grant described in Section 3.04 hereof.

The TIF Indebtedness issued pursuant to the provisions of this contract constitutes a limited obligation of the Authority payable exclusively from that portion of the ad valorem real estate taxes mentioned in subdivision (1)(b) of Section 18-2147, R.R.S. Neb. 2007, as levied, collected and apportioned from year to year with respect to certain real estate located within the "Redevelopment Area" The TIF Indebtedness shall not constitute a general obligation of the Authority and the Authority shall be liable for the payment thereof only out of said portion of taxes as described in this paragraph. The TIF Indebtedness shall not constitute an obligation of the State of Nebraska or of the City or the Authority (except for such receipts as have been pledged pursuant to Section 3.03) and neither the State or Nebraska, the Authority nor the City shall be liable for the payment thereof from any fund or source including but not limited to tax monies belonging to either thereof (except for such receipts as have been pledged pursuant to Section 3.03). Neither the members of the Authority's governing body nor any person executing the TIF Indebtedness shall be liable personally on the TIF Indebtedness by reason of the issuance thereof. The Authority's obligation to the holder of the TIF Indebtedness shall terminate, in all events no later than 15 years from the effective date set forth in Section 3.01 hereof.

Section 3.03 Pledge of TIF Revenues.

The Authority hereby pledges 100% of the annual TIF Revenues as security for the TIF Indebtedness.

Section 3.04 Grant of Proceeds of TIF Indebtedness.

From the proceeds of the TIF indebtedness incurred as described on Exhibit C, the Authority shall grant the following sums to the following entities, to wit: 100% to the Redeveloper for Project Costs.

Notwithstanding the foregoing, the amount of the grant shall not exceed the amount of Project Costs certified pursuant to Section 4.02. The grants shall be paid to the Redeveloper upon certification that the Redeveloper has incurred or is obligated to incur such Project Costs which include supporting documentation requested by Authority and shall, if requested by Redeveloper, be made in one or more advances.

Section 3.05 Creation of Fund.

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

ARTICLE IV

OBLIGATIONS OF REDEVELOPER

Section 4.01 Construction of Project; Insurance.

(a) Redeveloper will complete the Project and install all infrastructure, improvements, buildings, fixtures, equipment and furnishings necessary to operate the Project. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Project. Until construction of the Project has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the Authority as to the actual progress of Redeveloper with respect to construction of the Project. Promptly after completion by the Redeveloper of the Project, the Redeveloper shall furnish to the Authority a Certificate of Completion. The certification by the Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Contract with respect to the obligations of Redeveloper and its successors and assigns to construct the Project. As used herein, the term “completion” shall mean substantial completion of the Project.

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

Section 4.02 Cost Certification.

Redeveloper shall submit to Authority a certification of Project Costs, on or before the

issuance of the TIF Indebtedness which shall contain detail and documentation showing the payment or obligation for payment of Project Costs specified on the attached Exhibit D in an amount at least equal to the grant to Redeveloper pursuant to Section 3.05.

Section 4.03 Legal Costs.

Redeveloper shall pay the Authority the sum of \$5,000 for the costs incurred by the Authority associated with the issuance of the TIF Indebtedness. Redeveloper understands that the law firm assisting with the issuance of the TIF Indebtedness represents the Authority and not the Redeveloper.

Section 4.04 No Discrimination.

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

Section 4.05 Pay Real Estate Taxes.

Redeveloper intends to create a taxable real property valuation of the Redevelopment Area and Project of One Million Two Hundred and Forty Thousand Dollars (\$1,240,000) no later than no later than January 1, 2011. During the period that any TIF Indebtedness is outstanding, neither the Redeveloper, nor its assigns, will (1) file a protest seeking to obtain a real estate property valuation on the Redevelopment Area of less than One Million Two Hundred and Forty Thousand Dollars (\$1,240,000) after substantial completion or occupancy; (2) convey the Redevelopment Area on structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes; nor (3) allow real estate taxes and assessments levied on the Redevelopment Area and Project to become delinquent during the term that any TIF Indebtedness is outstanding.

Section 4.07 Assignment or Conveyance.

Any assignment or conveyance of the any portion of the Redevelopment, the Project or any interest therein prior to the termination of the 15 year period commencing on the effective date specified in Section 3.01 hereof Area by the Redeveloper shall be subject to the terms and conditions of this Redevelopment Contract.

Section 4.08 Purchase of TIF Indebtedness.

The Redeveloper shall purchase the TIF Indebtedness at 100% of the principal amount thereof upon issuance of such debt. The Authority may provide that such purchase be offset against the grant provided in Section 3.04 hereof.

Section 4.09 Penal Bond.

The Developer shall execute a penal bond for the Project with good and sufficient surety to be approved by the Authority meeting the requirements of Section 18-2151, Reissue Revised Statutes of Nebraska, as amended, on or prior to its execution of this Contract.

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

Redeveloper shall pay all Project Costs and any and all other costs related to the Redevelopment Area and the Project which are in excess of the amounts paid from the proceeds of the TIF Indebtedness granted to Redeveloper. Prior to issuance of the TIF Indebtedness, Redeveloper shall provide Authority with evidence satisfactory to the Authority that private funds have been committed to the Redevelopment Project in amounts sufficient to complete the Redevelopment Project. Redeveloper shall timely pay all costs, expenses, fees, charges and other amounts associated with the Project.

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of Authority and Redeveloper.

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

Section 6.02 Additional Remedies of Authority

In the event that:

(a) the Redeveloper, on successor in interest, shall fail to complete the construction of the Project on or before January 1, 2011, or shall abandon construction work for any period of 90 days,

(b) the Redeveloper, on successor in interest, shall fail to pay real estate taxes or assessments on the Redevelopment Area on any part thereof or payments in lieu of taxes pursuant to Section 4.07 when due; or

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

In the event of such failure to perform, breach or default occurs and is not cured in the period herein provided, the parties agree that the damages caused to the Authority would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the grant to Redeveloper pursuant to Section 3.04 of this Redevelopment Contract, less any reductions in the principal amount of the TIF Indebtedness, plus interest on such amounts as provided herein (the “**Liquidated Damages Amount**”). The Liquidated Damages Amount shall be paid by Redeveloper to Authority within 30 days of demand from Authority.

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

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

Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

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

Section 6.04 Forced Delay Beyond Party's Control.

For the purposes of any of the provisions of this Redevelopment Contract, neither the Authority nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the conveyance or preparation of the Redevelopment Area for redevelopment, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the

Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Authority or of the Redeveloper with respect to construction of the Project, as the case may be, shall be extended for the period of the forced delay: Provided, that the party seeking the benefit of the provisions of this section shall, within thirty (30) days after the beginning of any such forced delay, have first notified the other party thereto in writing, and of the cause or causes thereof and requested an extension for the period of the forced delay.

Section 6.05 Limitations of Liability; Indemnification.

Notwithstanding anything in this Article VI or this Redevelopment Contract to the contrary, neither the City, the Authority, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. The sole obligation of the Authority under this Redevelopment Contract shall be the issuance of the TIF Indebtedness and granting of a portion of the proceeds thereof to Redeveloper, as specifically set forth in Sections 3.02 and 3.04. The obligation of the City and Authority on any TIF Indebtedness shall be limited solely to the payment of the TIF Revenues on the TIF Indebtedness. Specifically, but without limitation, neither the City or Authority shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. The Redeveloper releases the City and Authority from, agrees that neither the City or Authority shall be liable for, and agrees to indemnify and hold the City and Authority harmless from any liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project.

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

ARTICLE VII

MISCELLANEOUS

Section 7.01 Notice Recording.

This Redevelopment Contract or a notice memorandum of this Redevelopment Contract

shall be recorded with the County Register of Deeds in which the Redevelopment Area is located.

Section 7.02 Governing Law.

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

Section 7.03 Binding Effect; Amendment.

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

Section 7.04 Third Party Enforcement,

The provisions of this Redevelopment Contract which obligate the Redeveloper shall inure to the benefit of the holder of the TIF Indebtedness, the Hall County Assessor, the City and the Authority, any of whom may, but are not obligated to enforce the terms of this Redevelopment Contract in a court of law.

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

ATTEST:

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
GRAND ISLAND, NEBRASKA

Secretary

By: _____
Chairman

Ken Ray, LLC

By: _____
Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

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

Notary Public

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, Manager of Ken Ray, LLC, on behalf of the corporation.

Notary Public

EXHIBIT A

DESCRIPTION OF REDEVELOPMENT AREA

Lots 2 and 3 of Equestrian Meadows Second Subdivision in Grand Island, Hall County,
Nebraska

A-I

EXHIBIT B

DESCRIPTION OF PROJECT

Site acquisition, demolition and construction of a 17,500 square foot commercial/ office building together with the required electrical, water, sanitary sewer and storm sewer extensions, as required by the City of Grand Island. At some point in the future an additional 12,500 square foot commercial/ office building space may also be constructed.

EXHIBIT C

TIF INDEBTEDNESS

1. Principal Amount: \$324,350.00 [annual payment amounts assumed are \$21,400]
2. Payments: Semi-annually or more frequent, with payments limited to annual incremental taxes revenues from the project.
3. Interest Rate: Zero percent (0.00%)
4. Maturity Date: On or before December 31, 2025.

EXHIBIT D

PROJECT COSTS

All Project Costs payable from the proceeds of TIF indebtedness pursuant to the Act including:

1. Redevelopment Area Acquisition cost
2. Site demolition work and site preparation
3. Utility extensions, installation of gas, water, sewer and electrical lines and equipment



City of Grand Island

Tuesday, May 25, 2010

Council Session

Item E3

**Public Hearing Concerning Acquisition of Utility Easements - 4100
West Husker Hwy., 3303 and 3311 Firestone Street - Indianhead
Golf Club**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: May 25, 2010

Subject: Acquisition of Utility Easements – 4100 West Husker Hwy., 3303 & 3311 Firestone Street, – Indianhead Golf Club

Item #'s: E-3, G-4, G-5, & G-6

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

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire three easements relative to the property of Indianhead Golf Club, Inc.

A new housing development is planned for the area adjacent to Indianhead Golf Course, north of Husker Highway, and east of Engleman Road. The development is known as Fairway Crossings at Indianhead Golf Club First Subdivision. A three phase overhead power line currently crosses that property from Engleman Road to the Golf Clubhouse providing electrical service to the Clubhouse. That line must be removed prior to developing the property.

Discussion

To facilitate the removal of the overhead line, a new three phase underground conduit and cable will be placed from the entrance of the Golf Club parking lot to a new pad-mounted transformer located on the west side of the parking lot (easement described as 4100 West Husker Hwy). To ensure the transformer is part of a loop and can be fed from two directions, two additional new 10 foot easements are required across two lots of the new development to give one total 20 foot wide easement from the new transformer, then west into the new development. The electrical feed can then follow public streets to complete the loop. Those easements are described as 3311 Firestone Street, and 3303 Firestone Street. All three properties are owned by Indianhead Golf Club, Inc., and the owner is in agreement with the easement acquisitions.

Alternatives

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

The Council may:

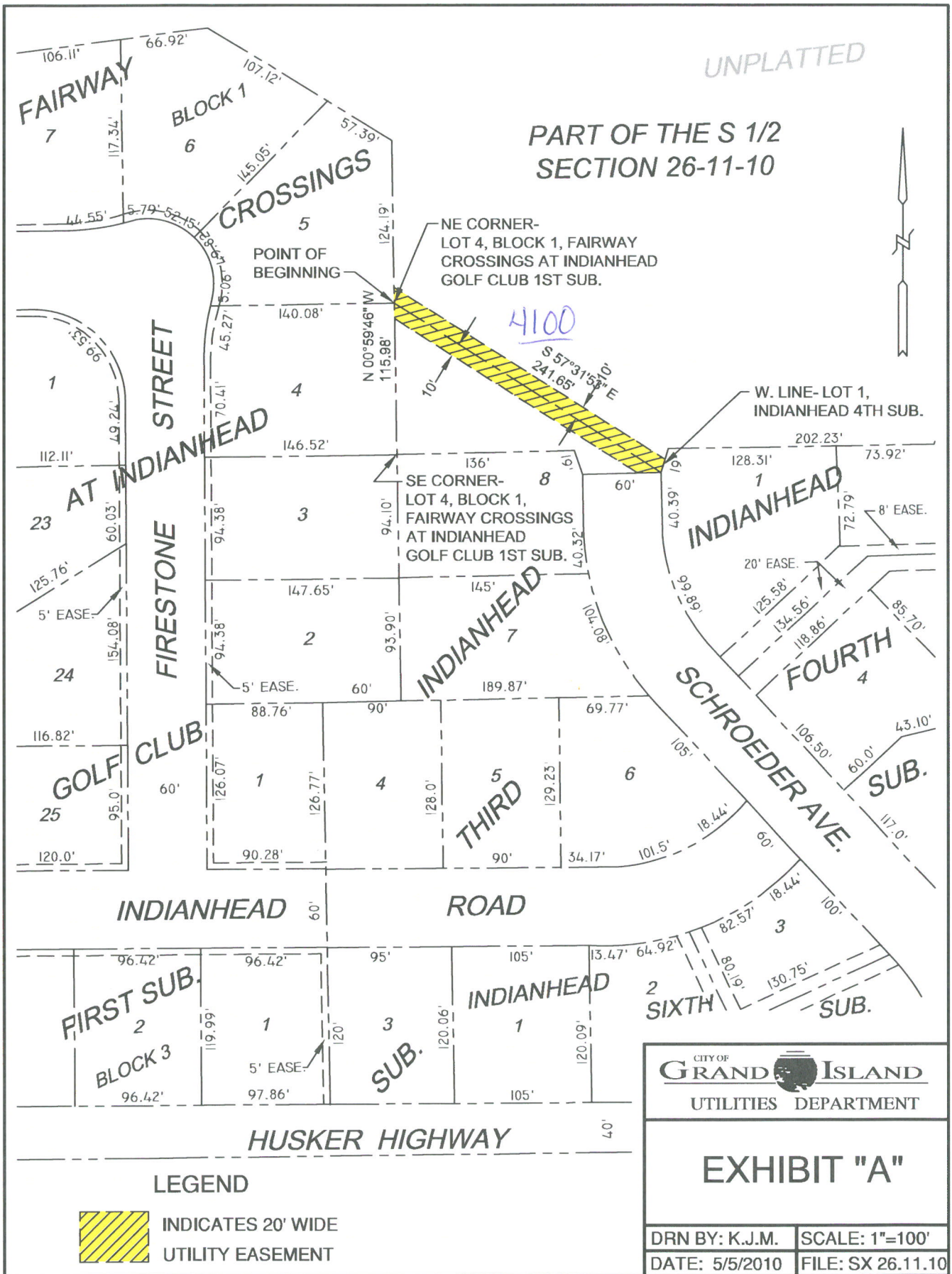
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

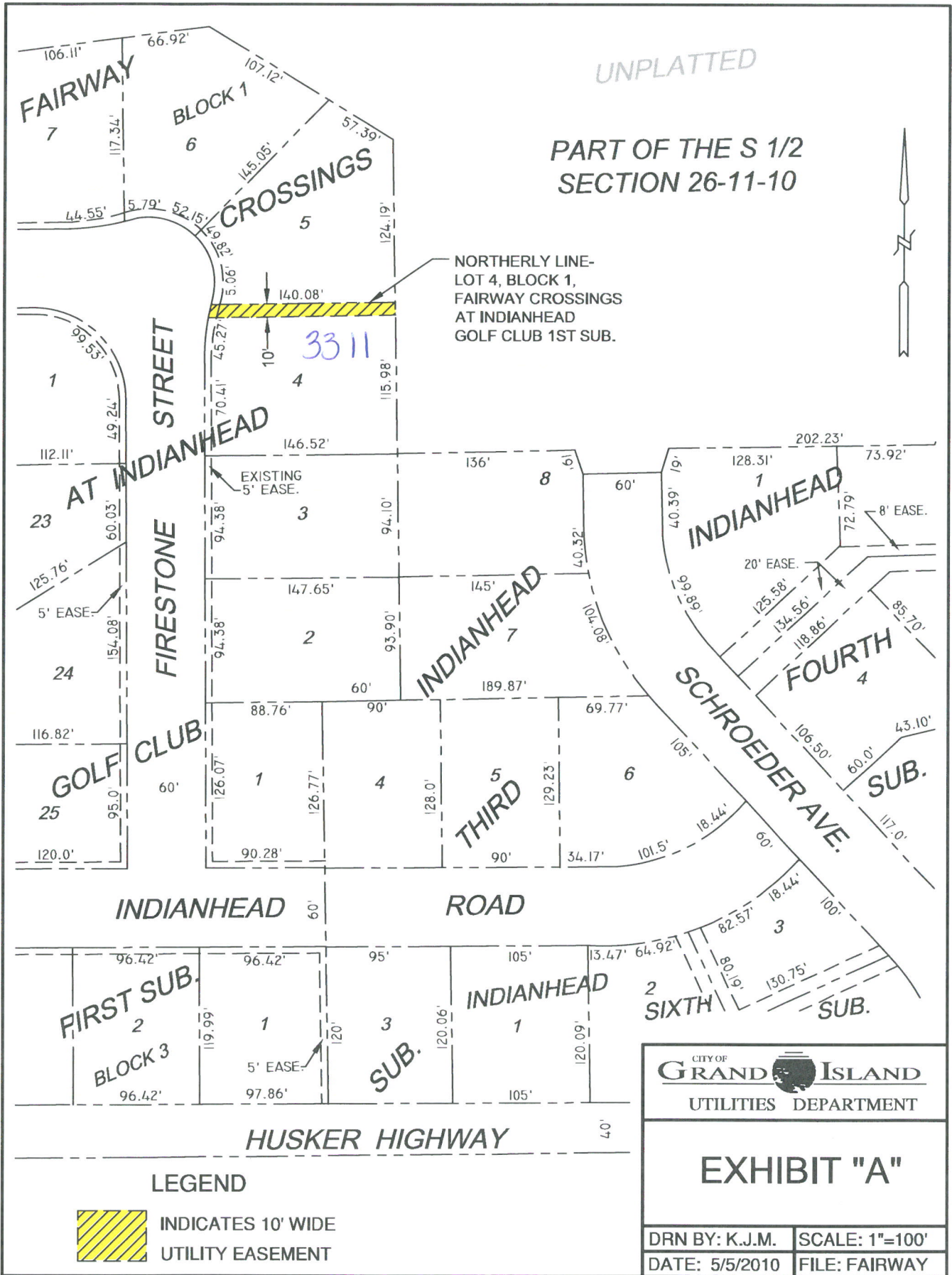
Recommendation

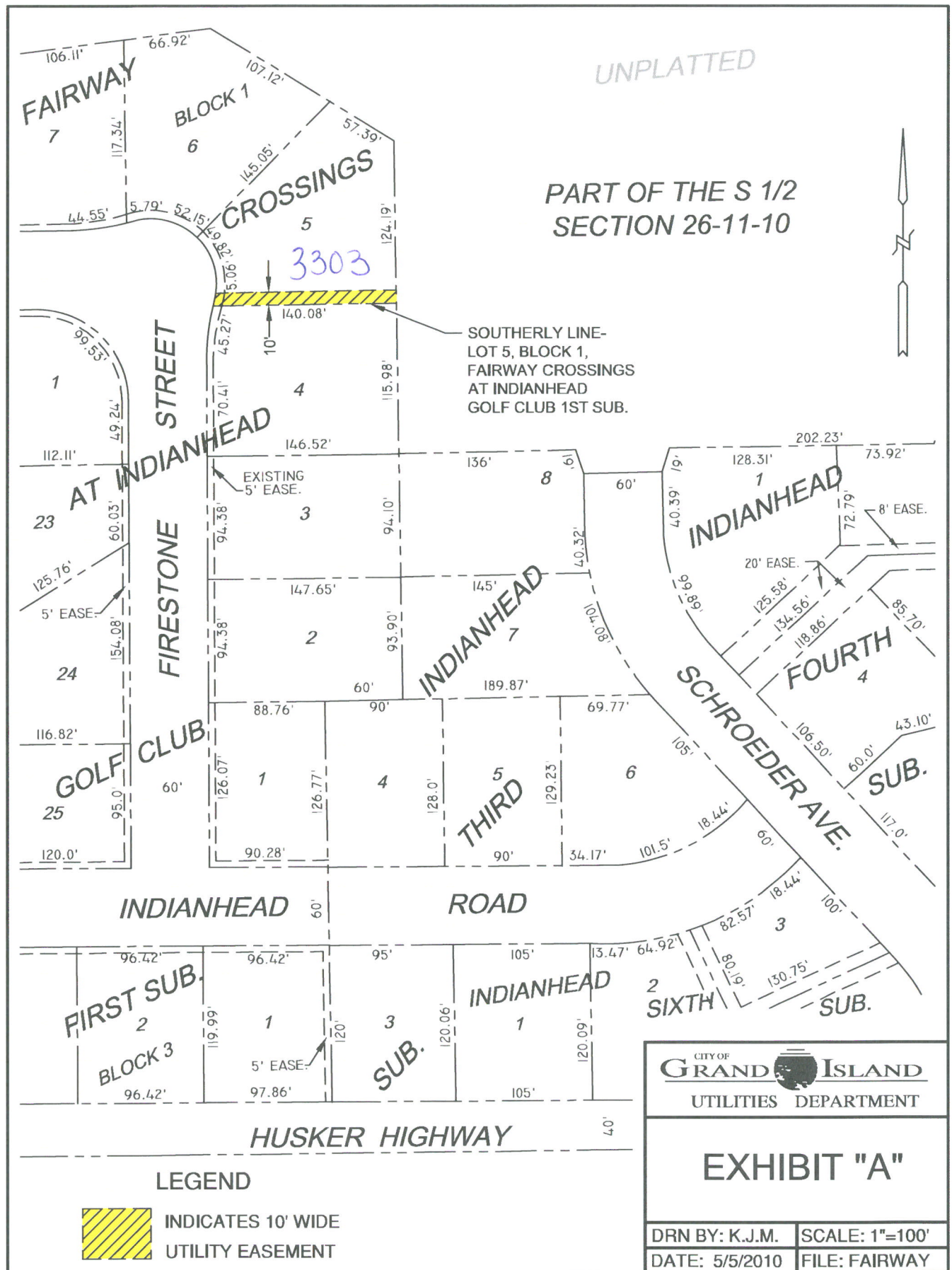
City Administration recommends that the Council approve the resolutions for the acquisition of the three easements for one dollar (\$1.00) each (for a total of \$3.00).

Sample Motion

Move to approve acquisition of the Utility Easements.









City of Grand Island

Tuesday, May 25, 2010

Council Session

Item E4

**Public Hearing Concerning Acquisition of Utility Easement -
between Airport Road & Abbott Road, and between North Road &
Webb Road - Max and Lizbeth Mader**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Gary R. Mader, Utilities Director
Dale Shotkoski, City Attorney

Meeting: May 25, 2010

Subject: Acquisition of Utility Easement – Between Airport and Abbot Roads, and North and Webb Roads – Max and Lizbeth Mader

Item #'s: E-4 & G-7

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

Background

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

Recognizing that the City is continuing to grow, that future transmission line construction will occur and that reliability improvement is always important, Substations “E” and “F” were constructed with provisions to accept additional 115 kV transmission regional interconnections. In the long range plan of the Electric Department, these substations were designed for new transmission interconnections to meet future growth. The Utilities Department is currently in the process of acquiring easements to provide for the construction of an additional 115 kV transmission interconnection to the north of the City.

Discussion

Easement negotiations are completed for a tract of property owned by Max and Lizbeth Mader. The property is located between Airport and Abbot Roads, and between North and Webb Roads, in Hall County. A map of the proposed easement acquisition is attached. The negotiated price of the easement is \$1,615.00.

Alternatives

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

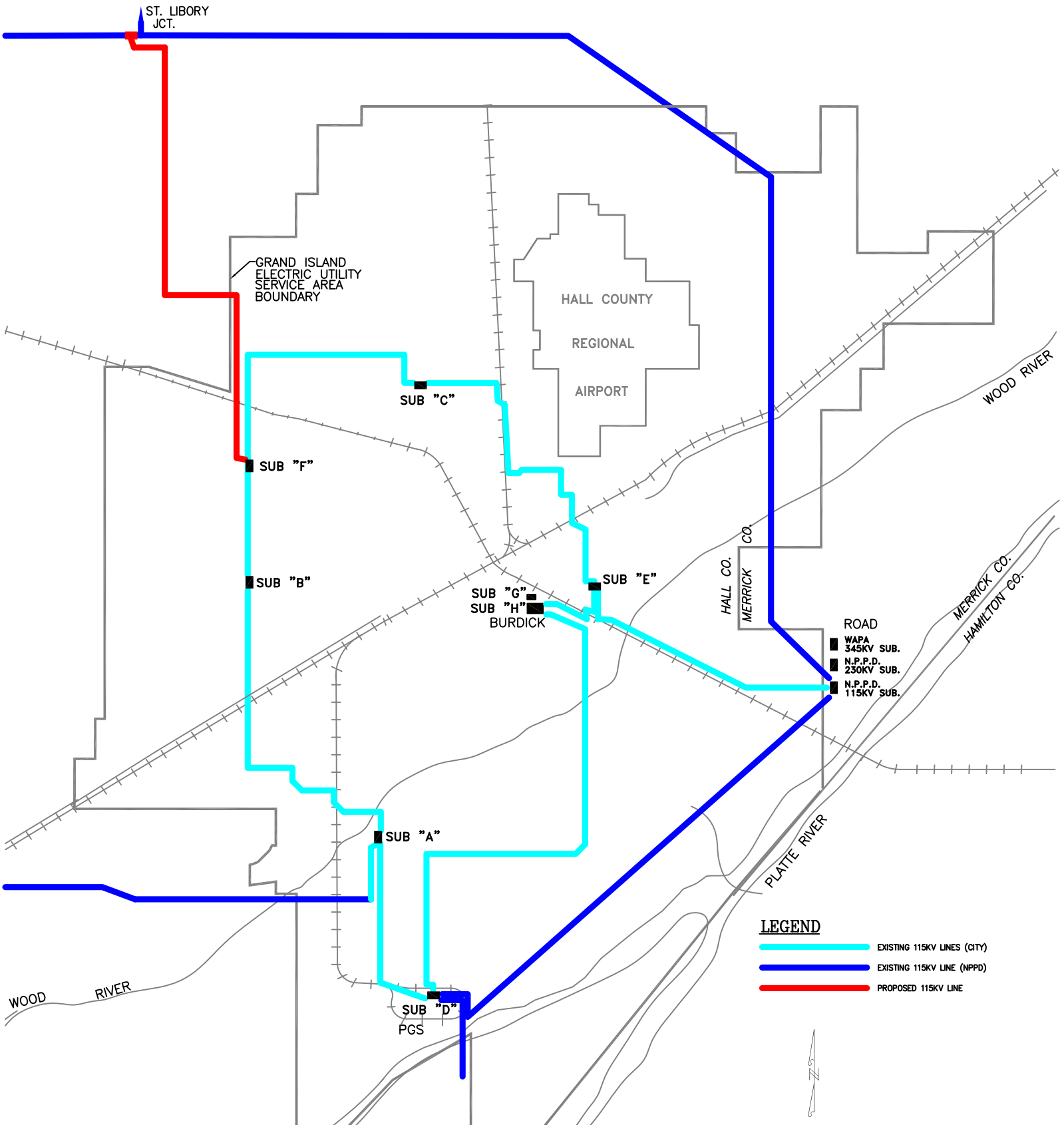
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

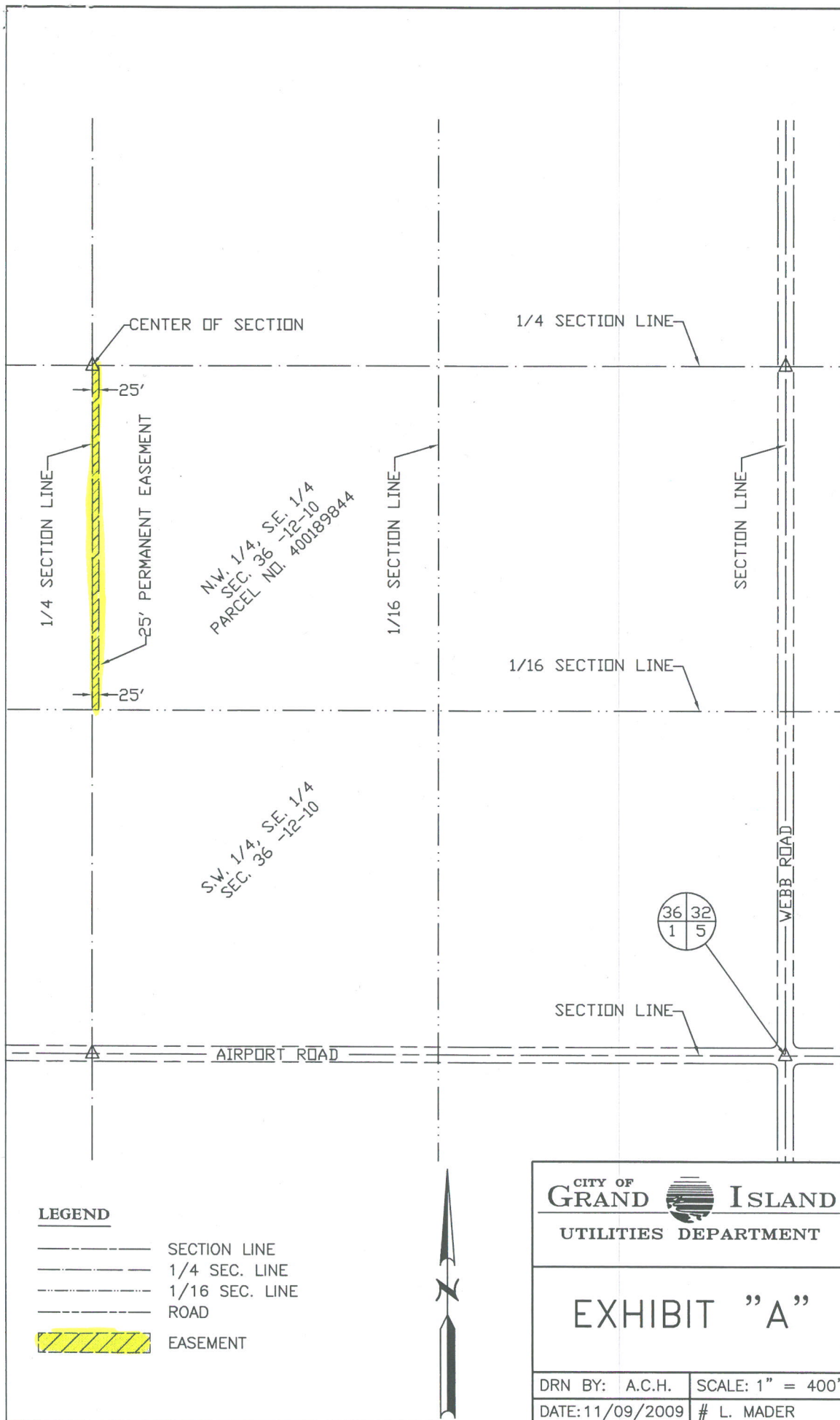
Recommendation

City Administration recommends that the Council approve the resolution for the acquisition of the easement for One Thousand Six Hundred Fifteen and No/100 Dollars (\$1,615.00).

Sample Motion

Move to approve acquisition of the Utility Easement.







City of Grand Island

Tuesday, May 25, 2010

Council Session

Item E5

**Public Hearing Concerning Acquisition of Utility Easement -
between White Cloud Road & Abbott Road, and between North
Road & Engleman Road - Lloyd and Patricia Mader**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Gary R. Mader, Utilities Director
Dale Shotkoski, City Attorney

Meeting: May 25, 2010

Subject: Acquisition of Utility Easement – Between White Cloud and Abbott Roads, and North and Engleman Roads – Lloyd and Patricia Mader

Item #'s: E-5 & G-8

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

Background

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

Recognizing that the City is continuing to grow, that future transmission line construction will occur and that reliability improvement is always important, Substations “E” and “F” were constructed with provisions to accept additional 115 kV transmission regional interconnections. In the long range plan of the Electric Department, these substations were designed for new transmission interconnections to meet future growth. The Utilities Department is currently in the process of acquiring easements to provide for the construction of an additional 115 kV transmission interconnection to the north of the City.

Discussion

Easement negotiations are completed for a tract of property owned by Lloyd and Patricia Mader. The property is located between White Cloud and Abbott Roads, and between North and Engleman Roads, in Hall County. A map of the proposed easement is attached. Within this easement area, there is an existing irrigation well and piping. In order to clear the easement for line construction and future operation and maintenance, the present well

will be abandoned and a replacement well drilled outside of the easement. The payment for this easement includes payment to the property owner for well relocation. The cost of the well relocation is based upon actual price quotes from licensed well drillers. Total cost of the easement, including well relocation is \$51,286.84.

Alternatives

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

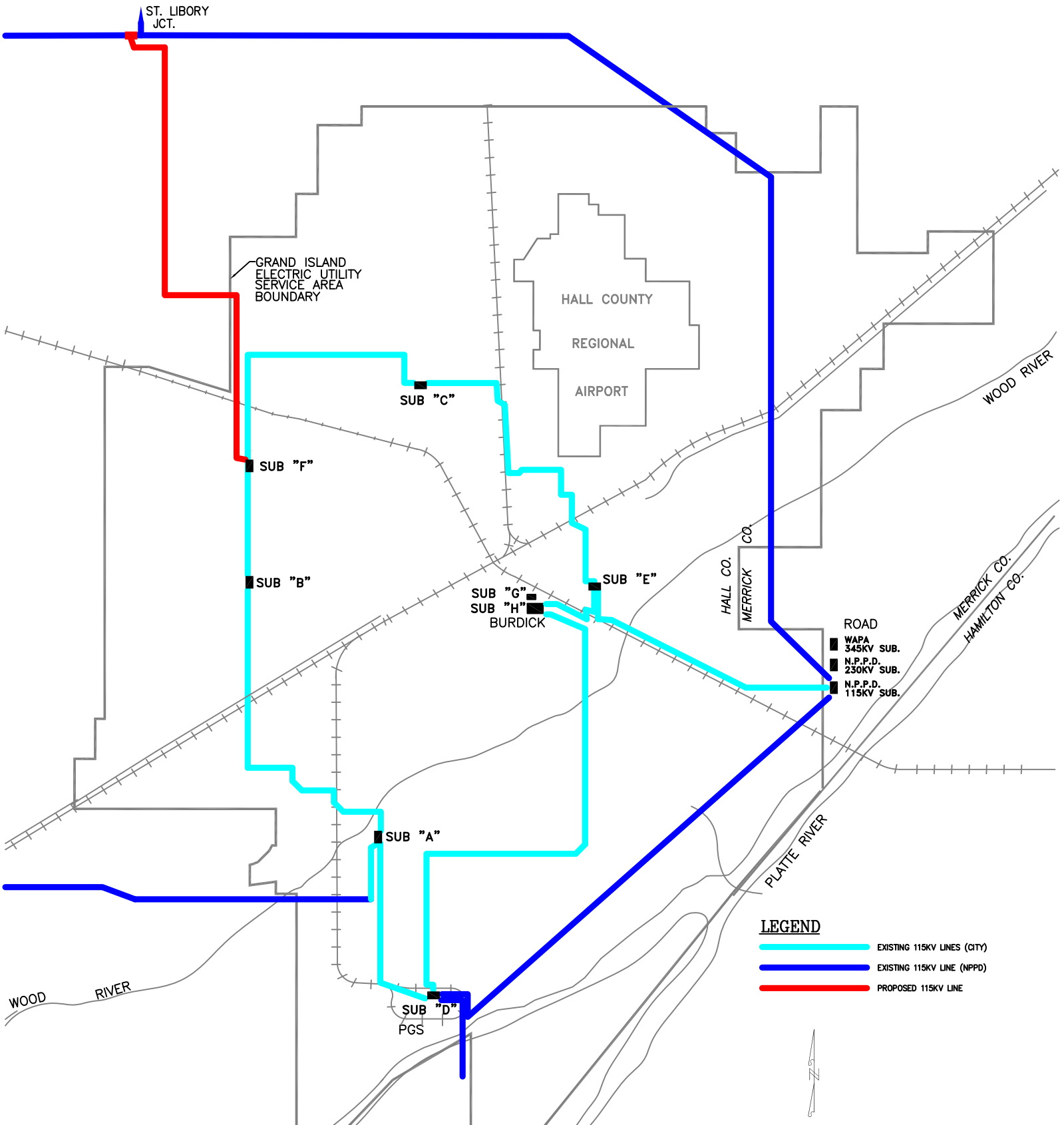
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the resolution for the acquisition of the easement for Fifty One Thousand Two Hundred Eight Six and Eighty Four/100 Dollars (\$51,286.84).

Sample Motion

Move to approve acquisition of the Utility Easement.



LEGEND

- EXISTING 115KV LINES (CITY)
- EXISTING 115KV LINE (NPPD)
- PROPOSED 115KV LINE





CITY OF GRAND ISLAND	
UTILITIES DEPARTMENT	
EXHIBIT "A"	
DRN BY: A.C.H.	SCALE: 1" = 400'
DATE: 11/09/2009	# MADER



City of Grand Island

Tuesday, May 25, 2010

Council Session

Item F1

#9261 - Consideration of Text Amendment to Chapter 36-103 of the Grand Island City Code Relative to Wind Energy Systems (Second Reading)

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: May 25, 2010

Subject: Concerning Amendments to the Zoning Ordinance for the City of Grand Island and its 2 Mile Extra-Territorial Jurisdiction. (Second Reading)

Item #'s: F-1

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

Background

Concerning amendments to the Zoning Resolution the City of Grand Island and its 2 mile extra-territorial jurisdiction. Changes are being proposed to the following sections of each resolution or ordinance: Wind Energy Systems sections Grand Island (§36-103 Wind Energy Systems), the proposed changes will repeal the existing regulations and replace them with updated regulations including micro, small and commercial wind energy conversion systems and regulations to allow all three sizes under differing circumstances.

Discussion

At the regular meeting of the Regional Planning Commission, held April 7, 2010, the above item was considered following a public hearing.

From the Planning Commission Meeting:

O'Neill opened the Public Hearing.

Nabity explained the request concerning amendments Wind energy is an evolving technology that is impacting land use in central Nebraska. It is now possible to buy a 600W wind turbine at Menards. It is inevitable that people will begin putting up wind generation units. We need to have regulations in place that define how and where this can be done before people put them up.

The regulations for the City of Grand Island were modified in 2009 to accommodate the changing technology and staff is recommending additional changes. The regulations regarding wind energy systems for Hall County, Wood River, Alda, Cairo and Doniphan

have not been modified since they were adopted in 2004. Planning Commission Staff is recommending similar regulations for all of the entities served by the Hall County Planning Department. Each entity will have the opportunity to review, modify and potentially adopt these regulations. These regulations will define 3 types of wind energy systems based in the generation capacity and the size of the units. Some form of wind generation would be permitted in all zoning districts.

Jeff Berggren with Husker Wind Power in Grand Island expressed support for the regulations as they are written. These regulations would allow reputable wind energy companies to serve their clients in a responsible manner. Mr. Berggren set up a micro wind generation unit at the meeting so that Planning Commission members could see what one would look like. Mr. Berggren also made the point that these systems are not designed to sell a substantial amount of power back to the grid but rather to lower the consumption of electricity purchased by the property owner.

Wind Energy Conversion Systems:

Micro Wind Energy Conversion Systems:

Micro Wind Energy Conversion System (MWECS) shall mean a wind energy conversion system consisting of a wind turbine, a tower, and associated control or conversion electronics, which has a rated capacity of not more than 5 kW and which is intended to primarily reduce on-site consumption of utility power. Rotor Diameter shall not exceed 7 feet.

MWECS would be allowed in all zoning districts and on all lots with a permitted principal use as long as the system as constructed conforms to the standards defined in the regulations. There is no maximum height limitation, but height would be limited by fall zone and FAA regulations and impact on nearby regulated airports. Wind Turbines with a rotor diameter of greater than 7 feet but rated capacities of less than 5kW would be considered small wind energy conversion systems.

Small Wind Energy Conversion Systems

Small Wind Energy Conversion System (SWECS) shall mean a wind energy conversion system consisting of a wind turbine, a tower, and associated control or conversion electronics, which has a rated capacity not less than 5 kW and not more than 100 kW or has a rated capacity of not more than 5 kW and a rotor diameter of greater than 7 feet and which is intended to primarily reduce on-site consumption of utility power.

SWECS would be allowed in all zoning districts and on all lots with a permitted principal use as long as the system as constructed conforms to the standards defined in the regulations. There is no maximum height limitation, but height would be limited by fall zone and FAA regulations and impact on nearby regulated airports.

Setbacks for MWECS an SWECS

The setbacks for MWECS and SWECS are determined by the fall zone. Fall zone is a function of the height of the tower and the underlying zoning setbacks. Tower height is differentiated based on whether the tower is mounted on building or on the ground.

(N) **Tower Height (Ground Mounted)** shall mean the total height of the Wind Energy Conversion System, between the ground level at the base of the tower and the top of the tower, exclusive of the rotor blades.

(O) **Tower Height (Roof Mounted)** shall mean the total height of the Wind Energy Conversion System, between the roof level at the base of the tower and the top of the tower, exclusive of the rotor blades.

The fall zone for ground mounted towers is the height of the tower plus the underlying setback. The fall zone for roof mounted towers is 125% of the height of the tower plus the underlying setback for MWCES and 150% of the height of the tower plus the underlying setback for SWCES.

Commercial Wind Energy Conversion Systems (WECS)

Commercial Wind Energy Conversion System (WECS) shall mean a wind energy conversion system of equal to or greater than 100 kW in total name plate generating capacity.

WECS are also allowed under these regulations in the following zoning districts based on entity with jurisdiction. These are not allowed in every zoning district. They are primarily allowed in the Agricultural and Transitional Agriculture Zones. A full listing of the zones where they would be allowed is included below. A WECS would be any system that generates more than 100KW. These would need to meet all of the requirements in the regulations and receive a conditional use permit prior to beginning construction.

Grand Island

Commercial/Utility Grade wind energy systems shall be a Conditional Use within the AG-2 Secondary Agricultural District, the TA Transitional Agriculture District, the AG-SI Special Agriculture/Industrial Zone, AG-SE Special Agriculture District/Events Zone, and the AG-SC Special Agriculture District/Conservation Zone.

Recommendation

A motion was made by Bredthauer to recommend approval to all entities, the Text Amendment pertaining to Wind Energy Systems sections for Hall County (§6.03 Wind Energy Installation), Grand Island (§36-103 Wind Energy Systems), Wood River, Alda, Doniphan and Cairo (§7.15 Wind Energy Systems) and seconded by Aguilar, to recommend approval as presented.

A roll call vote was taken and the motion passed with 10 members present, 10 voting in favor (O'Neill, Ruge, Haskins, Hayes, Aguilar, Reynolds, Monter, Bredthauer, Connelly, Snodgrass) and no member present voting against.

Sample Motion

Move to approve the ordinance to the Text Amendment pertaining to Grand Island (§36-103 Wind Energy Systems).

ORDINANCE NO. 9261

An ordinance to amend Chapter 36 of the Grand Island City Code; specifically, to amend Section 36-103 Wind Energy Conversion Systems to provide for regulations and definitions regarding Wind Energy Conversion Systems; to provide for regulations and restrictions regarding Micro Wind Energy Conversion Systems; to provide for regulations and restrictions regarding Small Wind Energy Conversion Systems; to provide for regulations and requirements for Commercial/Utility Grade Wind Energy Conversion Systems; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication in pamphlet form and the effective date of this ordinance.

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

SECTION 1. Section 36-103 of the Grand Island City Code is hereby amended to read as follows:

36-103. Wind Energy Conversion Systems

(1) Definitions

The following are defined for the specific use of this section.

(A) **Aggregate Project** shall mean projects that are developed and operated in a coordinated fashion, but which have multiple entities separately owning one or more of the individual WECS within the larger project. Associated infrastructure such as power lines and transformers that service the facility may be owned by a separate entity but are also part of the aggregated project.

(B) **Commercial WECS** shall mean a wind energy conversion system of equal to or greater than 100 kW in total name plate generating capacity.

(C) **Connector Line** shall mean any power conductor that carries electrical power from one or more wind turbines to the point of interconnection with the distribution system.

(D) **Hub Height** shall mean the distance from ground level as measured to the centerline of the rotor.

(E) **Meteorological Tower** shall mean, for purposes of this regulation, a tower which is erected primarily to measure wind speed and directions plus other data relevant to siting a Wind Energy Conversion System. Meteorological towers do not include towers and equipment used by airports, the Nebraska Department of Roads, or other applications to monitor weather conditions.

(F) **Micro Wind Energy Conversion System (MWECS)** shall mean a wind energy conversion system consisting of a wind turbine, a tower, and associated control or conversion electronics, which has a rated capacity of not more than 5 kW and which is intended to primarily reduce on-site consumption of utility power. Rotor Diameter shall not exceed 7 feet.

(G) **Property Line** shall mean the boundary line of the area over which the entity applying for a Wind Energy Conversion System permit has legal control for the purpose of installing, maintaining and operating a Wind Energy Conversion System.

ORDINANCE NO. 9261 (Cont.)

(H) **Public Conservation lands** shall mean land owned in fee title by State or Federal agencies and managed specifically for conservation purposes, including but not limited to State Wildlife Management Areas, State Parks, federal Wildlife Refuges and Waterfowl Production Areas. For purposes of this regulation, public conservation lands will also include lands owned in fee title by non-profit conservation organizations, Public conservation lands will also include private lands upon which conservation easements have been sold to public agencies or non-profit conservation organizations.

(I) **Rotor Diameter** shall mean the diameter of the circle described by the moving rotor blades.

(J) **Small Wind Energy Conversion System (SWECS)** shall mean a wind energy conversion system consisting of a wind turbine, a tower, and associated control or conversion electronics, which has a rated capacity not less than 5 kW and not more than 100 kW or has a rated capacity of not more than 5 kW and a rotor diameter of greater than 7 feet and which is intended to primarily reduce on-site consumption of utility power.

(K) **Substations** shall mean any electrical facility to convert electricity produced by wind turbines to a higher or lower voltage for interconnection with transmission lines.

(L) **Total Height** shall mean the highest point, above ground level, reached by a rotor tip or any other part of the Wind Energy Conversion System.

(M) **Tower** shall mean the vertical structures, including the foundation that supports the electrical generator, rotor blades, or meteorological equipment.

(N) **Tower Height (Ground Mounted)** shall mean the total height of the Wind Energy Conversion System, between the ground level at the base of the tower and the top of the tower, exclusive of the rotor blades.

(O) **Tower Height (Roof Mounted)** shall mean the total height of the Wind Energy Conversion System, between the roof level at the base of the tower and the top of the tower, exclusive of the rotor blades.

(P) **Transmission Line** shall mean the electrical power lines that carry voltages of at least 69,000 volts (69 KV) and are primarily used to carry electric energy over medium to long distances rather than directly interconnecting and supplying electric energy to retail customers.

(Q) **Wind Energy Conversion System (WECS)** shall mean an electrical generating facility comprised of one or more wind turbines and accessory facilities, including but not limited to: power lines, transformers, substations and meteorological towers that operate by converting the kinetic energy of wind into electrical energy, which may be used on-site or distributed into the electrical grid.

(R) **Wind Turbines** shall mean any piece of electrical generating equipment that converts the kinetic energy of blowing wind into electrical energy using airfoils or similar devices to capture the wind.

(S) **Vertical Axis Wind Turbine:** A wind energy conversion system design where the rotating shaft is perpendicular to the ground and the cups or blades rotate parallel to the ground.

(2) Micro Wind Energy Conversion Systems

Purpose

It is the purpose of this wind energy regulation to; promote the safe, effective and efficient use of wind energy and to encourage the development of residential scale generation systems as they become affordable as determined by the residents of Grand Island and Hall County.

Requirements

Residential wind energy conversion systems shall be permitted as an Accessory Use within any zoning district. Certain requirements as set forth below shall be met:

(A) **Tower Height**

(1) Shall be limited by the size of the property. Tower height shall not exceed the fall zone for the property.

(B) **Minimum Lot Size**

(1) Towers shall be permitted on all lots or parcels with a permitted principal use.

(C) **Fall Zone**

(1) Fall Zone is the total height and any underlying setbacks for ground mounted MWCES.

(2) Fall Zone is the 125% of the tower height and any underlying setbacks for roof mounted MWCES.

(D) **Setbacks**

ORDINANCE NO. 9261 (Cont.)

(1) No part of the wind system structure, including guy-wire anchors, may extend closer than 10 feet to the property lines of the installation site; tower must meet required underlying setbacks.

(E) Noise

(1) MWCES shall not exceed 60 dBA, as measured at the closet neighboring inhabited dwelling unit.

(2) The noise level may be exceeded during short term events such as utility outages and/or severe wind storms, wind speeds of greater than 50 miles per hour.

(F) Approved Wind Turbines

(1) MWCES must have been approved under the Emerging Technologies program of the California Energy Commission or any other small certification program recognized by the American Wind Energy Association.

(G) Compliance with Building and Zoning Codes

(1) Applications for MWCES shall be accomplished by standard drawings of the wind turbine structure, including the tower base, and footings.

(2) An engineering analysis of the tower showing compliance with official building code of the governing body and/or the State of Nebraska and certified by a licensed professional engineer shall also be submitted.

(H) Compliance with FAA Regulations

(1) MWCES must comply with applicable FAA regulations, including any necessary approvals for installations within the airport approach zone.

(2) No MWCES shall be installed within the regulated airport approach zone until evidence has been given that the Central Nebraska Regional Airport has been informed of the applicant's intent to install a MWECES. A copy of a certified letter (with mailing receipt) to the Central Nebraska Regional Airport informing them of the owners' intent to install the MWCES must be submitted with the building permit application.

(I) Compliance with National Electrical Code

(1) Permit applications for small wind energy systems shall be accompanied by a line drawing of the electrical components in sufficient detail to allow for a determination that the manner of installation conforms to the National Electrical Code and the National Electric Safety Code.

(J) Utility Notification

(1) No small wind energy system shall be installed until evidence has been given that the utility company has been informed of the customer's intent to install an interconnected customer-owned generator.

(2) Off-grid systems shall be exempt from this requirement.

Setbacks

Minimum setbacks from all property lines shall be equal to the Fall Zone as defining in C above.

(3) Small Wind Energy Conversion Systems

Purpose

It is the purpose of this regulation to promote the safe, effective and efficient use of small wind energy systems installed to reduce the on-site consumption of utility supplied electricity.

Requirements

Small wind energy conversion systems shall be permitted as an Accessory Use within any district. Certain requirements as set forth below shall be met:

(A) Tower Height

(1) Shall be limited by the size of the property. Tower height shall not exceed the fall zone for the property.

(B) Minimum Lot Size

((1) Towers shall be permitted on all lots or parcels with a permitted principal use.

(C) Fall Zone

(1) Fall Zone is the total height and any underlying setbacks for ground mounted SWCES.

(2) Fall Zone is the 150% of the tower height and any underlying setbacks for roof mounted SWCES.

(D) Setbacks

ORDINANCE NO. 9261 (Cont.)

(1) No part of the wind system structure, including guy-wire anchors, may extend closer than 10 feet to the property lines of the installation site; tower must meet required underlying setbacks.

(E) Noise

(1) SWCES shall not exceed 60 dBA, as measured at the closet neighboring inhabited dwelling unit.

(2) The noise level may be exceeded during short term events such as utility outages and/or severe wind storms, wind speeds of greater than 50 miles per hour.

(F) Approved Wind Turbines

(1) SWCES must have been approved under the Emerging Technologies program of the California Energy Commission or any other small certification program recognized by the American Wind Energy Association.

(G) Compliance with Building and Zoning Codes

(1) Applications for SWCES shall be accomplished by standard drawings of the wind turbine structure, including the tower base, and footings.

(2) An engineering analysis of the tower showing compliance with official building code of the governing body and/or the State of Nebraska and certified by a licensed professional engineer shall also be submitted.

(H) Compliance with FAA Regulations

(1) Small wind energy conversion systems must comply with applicable FAA regulations, including any necessary approvals for installations within the airport approach zones.

(2) No SWCES shall be installed within the regulated airport approach zone until evidence has been given that the Central Nebraska Regional Airport has been informed of the applicant's intent to install a SWECS. A copy of a certified letter (with mailing receipt) to the Central Nebraska Regional Airport informing them of the owners' intent to install the SWCES must be submitted with the building permit application.

(I) Compliance with National Electrical Code

(1) Permit applications for small wind energy systems shall be accompanied by a line drawing of the electrical components in sufficient detail to allow for a determination that the manner of installation conforms to the National Electrical Code and the National Electric Safety Code.

(J) Utility Notification

(1) No small wind energy system shall be installed until evidence has been given that the utility company has been informed of the customer's intent to install an interconnected customer-owned generator.

(2) Off-grid systems shall be exempt from this requirement.

Setbacks

Minimum setbacks from all property lines shall be equal to the Fall Zone as defining in C above.

(4) Commercial/Utility Grade Wind Energy Conversion Systems

Purpose

It is the purpose of this regulation to promote the safe, effective and efficient use of commercial/utility grade wind energy conversion systems within the City of Grand Island and its Extraterritorial Zoning Jurisdiction.

Requirements

Commercial/Utility Grade wind energy systems shall be a Conditional Use within the AG-2 Secondary Agricultural District, the TA Transitional Agriculture District, the AG-SI Special Agriculture/Industrial Zone, AG-SE Special Agriculture District/Events Zone, and the AG-SC Special Agriculture District/Conservation Zone. The following requirements and information shall be met and supplied:

- (A) The name(s) of project applicant.
- (B) The name of the project owner.
- (C) The legal description and address of the project.
- (D) A description of the project including: Number, type, name plate generating capacity, tower height, rotor diameter, and total height of all wind turbines and means of interconnecting with the electrical grid.
- (E) Site layout, including the location of property lines, wind turbines, feeder lines, and all related accessory structures. This site layout shall include distances and be drawn to scale.
- (F) Certification by an Engineer competent in disciplines of WEC's.

ORDINANCE NO. 9261 (Cont.)

- (G) Documentation of land ownership or legal control of the property.
- (H) The latitude and longitude of individual wind turbines; included with this shall be an area or zone in close proximity that meets all setbacks; where actual WEC will be considered.
- (I) A USGS topographical map, or map with similar data, of the property and surrounding area, including any other Wind Energy Conversion System, within 10 rotor distances of the proposed Wind Energy Conversion System not owned by the applicant.
- (J) Location of migratory waterfowl flyways, wetlands, scenic, and natural areas within 1,320 feet of the proposed Wind Energy Conversion System.
- (K) An Acoustical Analysis that certifies that the noise requirements within this regulation can be met
- (L) The applicant shall supply the emergency management agency and/or fire departments with a basic emergency response plan.
- (M) FAA and FCC permit, if necessary.
- (1) Commercial/Utility Grade wind energy conversion systems must comply with applicable FAA regulations, including any necessary approvals for installations within the airport zone.
- (2) No WEC shall be installed within the regulated airport approach zone until evidence has been given that the Central Nebraska Regional Airport has been informed of the applicant's intent to install a SWECS. A copy of a certified letter (with mailing receipt) to the Central Nebraska Regional Airport informing them of the owners intent to install the SWCES must be submitted with the building permit application.
- (N) Evidence that there will be no inference with any commercial and/or public safety communication towers.
- (O) Decommissioning Plan as required by this regulation.

Setbacks

All towers shall adhere to the setbacks established in the following table:

	Wind Turbine- Commercial/Utility WECS	Meteorological Towers
Property Lines	150 feet from property lines; however, the setback may be less when two adjoining property owners are within the aggregate project.	One times the tower height.
Neighboring Dwelling Units	1,000 feet	One times the tower height.
Road Rights-of-Way*	One-half the rotor diameter.	One times the tower height.
Other Rights-of-Way	NA	NA
Wildlife Management Areas and State Recreational Areas	600 feet	600 feet
Wetlands, USFW Types III, IV, and V	600 feet	600 feet
Other structures and cemeteries adjacent to the applicant's sites	One-half the rotor diameter.	One times the tower height.
Other existing WECS not owned by the applicant.	NA	NA

* The setback shall be measured from any future Rights-of-Way if a planned change or expanded Right-of-Way is known.

(5) Special Safety and Design Standards

All towers shall adhere to the following safety and design standards:

- (A) Clearance of rotor blades or airfoils must maintain a minimum of 12 feet of clearance between their lowest point and the ground.
- (B) All Commercial/Utility WECS shall have a sign or signs posted on the tower, transformer and substation, warning of high voltage. Other signs shall be posted on the tower base or perimeter fencing with emergency contact information.

ORDINANCE NO. 9261 (Cont.)

(C) All wind turbines, which are a part of a commercial/utility WECS, shall be installed with a tubular, monopole type tower.

(D) Consideration shall be given to painted aviation warnings on all towers less than 200 feet.

(E) Color and finish:

All wind turbines and towers that are part of a commercial/utility WECS shall be white, grey, or another non-obtrusive color. Blades may be black in order to facilitate deicing. Finishes shall be matte or non-reflective.

(F) Lighting:

Lighting, including lighting intensity and frequency of strobe, shall adhere to but not exceed requirements established by the FAA permits and regulations. Red strobe lights shall be used during nighttime illumination to reduce impacts on neighboring uses and migratory birds. Red pulsating incandescent lights should be avoided.

(G) Other signage:

All other signage shall comply with the sign regulations found in the City Code.

(H) Feeder Lines:

All communications and connector lines associated with the project distribution system installed as part of a WECS shall be buried. Where obstacles to the buried lines create a need to go above ground, these lines may be placed above ground only to miss the obstacle.

(I) Waste Disposal:

Solid and Hazardous wastes, including but not limited to crates, packaging materials, damaged or worn parts, as well as used oils and lubricants, shall be removed from the site promptly and disposed of in accordance with all applicable local, state and federal regulations.

(J) Discontinuation and Decommissioning:

A WECS shall be considered a discontinued use after one year without energy production, unless a plan is developed and submitted to the Zoning Administrator outlining the steps and schedule for returning the WECS to service. All WECS and accessory facilities shall be completely removed to twelve feet below ground level within 180 days of the discontinuation of use. The 180 days may be extended if proof of weather delays is provided.

Each Commercial/Utility WECS shall have a Decommissioning plan outlining the anticipated means and cost of removing WECS at the end of their serviceable life or upon use being discontinued. The cost estimates shall be made by a competent party; such as a Professional Engineer, a contractor capable of decommissioning or a person with suitable expertise or experience with decommissioning. The plan shall also identify the financial resources that will be available to pay for decommissioning and removal of the WECS and accessory facilities. The initial plan shall be submitted with the application. An updated plan shall be filed with the City every 5 years.

(K) Noise:

No Commercial/Utility WECS shall exceed 50 dBA at the nearest structure or use occupied by humans.

(L) Interference:

The applicant shall not cause interference with power quality of area utility feeder circuits and shall not introduce noise to the connected electric distribution system. WECS shall not cause interference with any commercial or public safety electromagnetic communications, such as radio, telephone, microwaves, or television signals. The applicant shall notify all electric utilities and communication tower operators within five miles of the proposed WECS location upon application for permits.

(M) Environmental Permits:

The developer shall present evidence the project meets the environmental permitting requirements of all applicable state and federal agencies if such permits are required.

(N) Drainage System:

The applicant shall be responsible for immediate repair of damage to public drainage systems stemming from construction, operation or maintenance of the WECS.

Amended by Ordinance No. 9210, effective 04-08-2009

Amended by Ordinance No. 9261, effective 06-2010

ORDINANCE NO. 9261 (Cont.)

SECTION 2. That this ordinance shall be in force and take effect from and after its passage and publication in pamphlet form within 15 days according to law.

Enacted: May 25, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 25, 2010

Council Session

Item G1

Approving Minutes of May 11, 2010 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

May 11, 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 May 11, 2010. Notice of the meeting was given in *The Grand Island Independent* on May 5, 2010.

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

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

MAYOR COMMUNICATION: Mayor Hornady introduced CYC member Garrett Coble. Also mentioned was Election Day (today) - polls open until 8:00 p.m.

PUBLIC HEARINGS:

Public Hearing on Text Amendment to Chapter 36-103 of the Grand Island City Code Relative to Wind Energy Systems. Chad Nabity, Regional Planning Director reported that changes to the Grand Island City Code Chapter 36-103 were being proposed to repeal the existing regulations and replace them with updated regulations including micro, small and commercial wind energy conversion systems and regulations to allow all three sizes under differing circumstances. Staff recommended approval. Jason Falldorf, 319 West Stolley Park Road spoke in support. Paul Wieck, 936 W. Kimball commented on lot size relative to size of wind turbines. No further public testimony was heard.

ORDINANCES:

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

#9261 – Consideration of Text Amendment to Chapter 36-103 of the Grand Island City Code Relative to Wind Energy Systems

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

#9261 – Consideration of Text Amendment to Chapter 36-103 of the Grand Island City Code Relative to Wind Energy Systems (First Reading)

This item related to the aforementioned Public Hearing. Discussion was held regarding the Utilities Department purchasing power back from the wind generators, lot size, aesthetics, set backs, noise, height regulations, safety issues, and wild life issues.

Motion by Ramsey, second by Carney to approve Ordinance #9261. Upon roll call vote, Councilmember's Meyer, Carney, Dugan, Ramsey, Zapata, and Gericke voted aye. Councilmember's Niemann and Nickerson voted no. Motion adopted.

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

Receipt of Official Documents – Tort Claim filed by Sandra, William, and Gregory Royle.

Approving Minutes of April 27, 2010 City Council Regular Meeting.

Approving Minutes of May 4, 2010 City Council Special Meeting.

Approving Re-Appointments of Karen Bredthauer, Ray Aguilar, and Scott Ericksen to the Interjurisdictional Planning Commission.

Approving Re-Appointment of John Schultz to the Civil Service Commission.

#2010-125 – Approving Certificate of Final Completion with Chief Construction, Inc. of Grand Island, Nebraska for the Grand Generation Center Kitchen Addition and Renovation Project.

#2010-126 – Approving Change Order #1 for Primary Clarifier Mechanisms at the Waste Water Treatment Plant with Oakview Construction, Inc. of Red Oak, Iowa for an Increase of \$17,515.00 and a Revised Contract Amount of \$620,205.00.

#2010-127 – Approving Change Order #4 for Capital Avenue Widening, Street Improvement District #1256 with The Diamond Engineering Company of Grand Island, Nebraska for an Increase of \$43,019.00 and a Revised Contract Amount of \$3,946,974.74.

#2010-128 – Approving Bid Award for the 2010 Asphalt Resurfacing Project #2010-AC-1 with Gary Smith Construction Co., Inc. of Grand Island, Nebraska in an Amount of \$804,818.68.

#2010-129 – Approving Supplemental Agreement #2 with NDOR for Repairs to a Portion of US Highway 34/US Highway 281.

#2010-130 – Approving Bid Award for Smoke Detectors and Batteries with Menards of Grand Island, Nebraska in an Amount of \$83,437.50.

#2010-131 – Approving Bid Award for (3) Cardiac Monitors with Foremost Equipment of Rochester, New York in an Amount of \$29,325.00 after trade-in.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Carney to approve the Claims for the period of April 28, 2010 through May 11, 2010, for a total amount of \$3,336,098.95. Unanimously approved.

Motion by Dugan, second by Carney to approve the Claims for the Period of April 28, 2010 through May 11, 2010 for the Veterans Athletic Field Complex for a total amount of \$26,842.50. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 7:35 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, May 25, 2010

Council Session

Item G2

Approving Re-Appointments of Karl Kostbahn and Nancy Jones and New Appointments of Rebecca Rosenlund and Alan Lepler to the Library Board

The Mayor has submitted the Re-appointments of Nancy Jones and Karl Kostbahn to the Library Board. These appointments would become effective July 1, 2010 upon approval by the City Council and would expire on June 30, 2014.

Also the Mayor has submitted the appointments of Rebecca Rosenlund and Alan Lepler to the Library Board to replace Michael Kneale and Sister Mary Frances Havel whose terms have expired. These appointments would become effective July 1, 2010 upon approval by the City Council and would expire on June 30, 2014.

Approval is recommended.

Staff Contact: Mayor Hornady



City of Grand Island

Tuesday, May 25, 2010

Council Session

Item G3

**#2010-132 - Approving Redevelopment Plan for Real Estate
Located between 107 and 203 East Stolley Park Road**

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

Staff Contact: Chad Nabity

RESOLUTION 2010-132

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

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

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

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

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

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

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: Acquire real estate at 107 and 203 E. Stolley Park Road and construct a new 17,500 square foot commercial retail/office building (with a possible 12,500 square foot of additional space in the future) along with related utility and site improvements on Lots 2 and 3 of Equestrian Meadows Subdivision 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. 2 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined, based on the analysis conducted by the Authority, that (a) the redevelopment project in the plan would not be economically feasible without the use of 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, May 25, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 25, 2010

Council Session

Item G4

**#2010-133 - Approving Acquisition of Utility Easement - 3311
Firestone Street (Lot 4, Block 1, Fairway Crossings at Indianhead
Golf Club 1st Subdivision) - Indianhead Golf Club**

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

Staff Contact: Gary R. Mader

RESOLUTION 2010-133

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

WHEREAS, a public hearing was held on May 25, 2010, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand, Hall County, Nebraska; and more particularly described as follows:

The northerly ten (10.0) feet of Lot Four (4), Block One (1), Fairway Crossings at Indianhead Golf Club First Subdivision.

The above-described easement and right-of-way containing a total of 0.032 acres, more or less, as shown on the plat dated 5/5/2010, marked Exhibit "A", attached hereto and incorporated herein by reference,

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

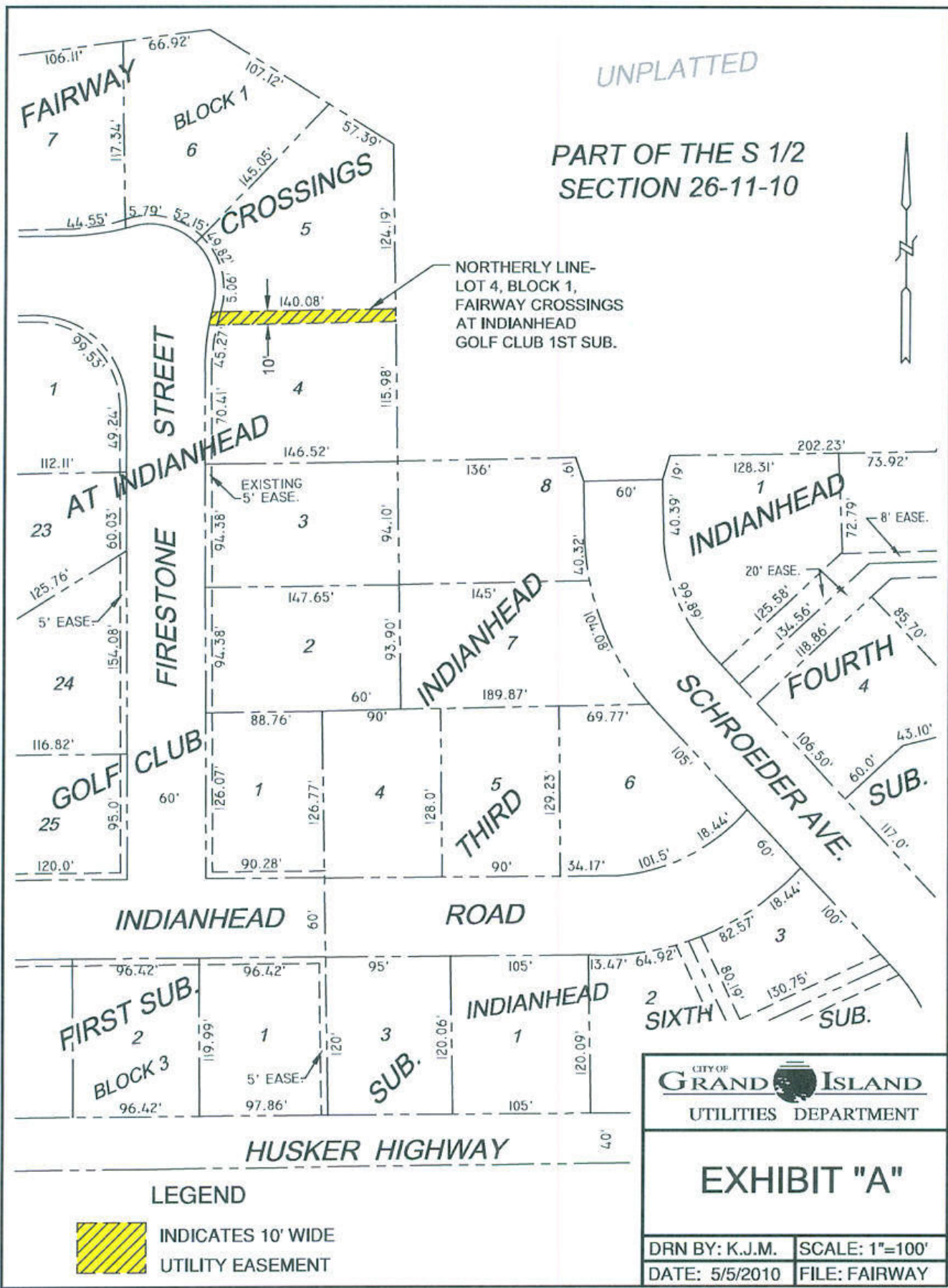
- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 25, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



UNPLATTED

PART OF THE S 1/2
SECTION 26-11-10

NORTHERLY LINE-
LOT 4, BLOCK 1,
FAIRWAY CROSSINGS
AT INDIANHEAD
GOLF CLUB 1ST SUB.

LEGEND

 INDICATES 10' WIDE
UTILITY EASEMENT

CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: K.J.M.	SCALE: 1"=100'
DATE: 5/5/2010	FILE: FAIRWAY



City of Grand Island

Tuesday, May 25, 2010

Council Session

Item G5

**#2010-134 - Approving Acquisition of Utility Easement - 3303
Firestone Street (Lot 5 , Block 1, Fairway Crossings at Indianhead
Golf Club 1st Subdivision) - Indianhead Golf Club**

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

Staff Contact: Gary R. Mader

RESOLUTION 2010-134

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

WHEREAS, a public hearing was held on May 25, 2010, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand, Hall County, Nebraska; and more particularly described as follows:

The southerly ten (10.0) feet of Lot Five (5), Block One (1), Fairway Crossings at Indianhead Golf Club First Subdivision.

The above-described easement and right-of-way containing a total of 0.032 acres, more or less, as shown on the plat dated 5/5/2010, marked Exhibit "A", attached hereto and incorporated herein by reference,

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

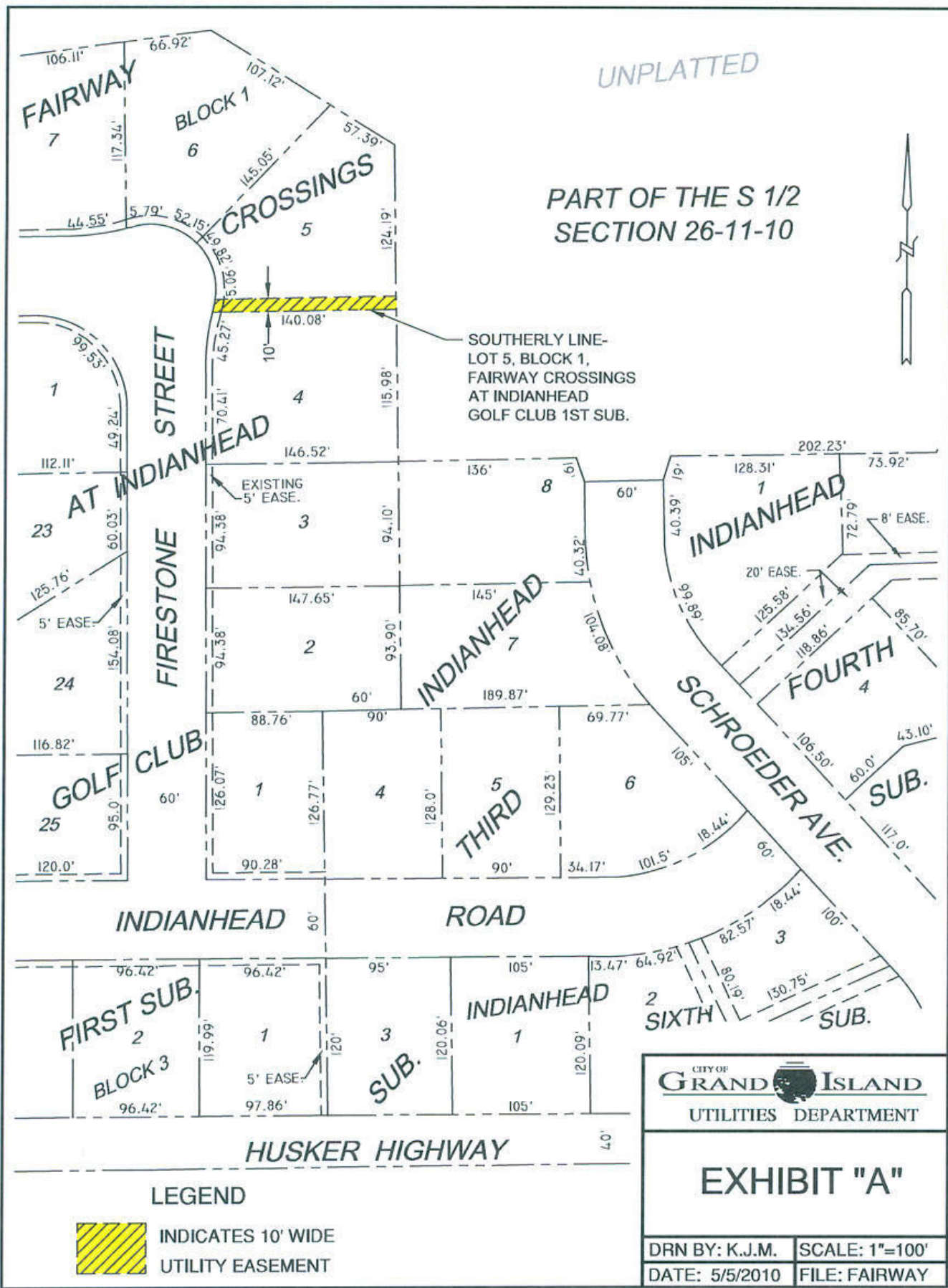
- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 25, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



PART OF THE S 1/2
SECTION 26-11-10

UNPLATTED

SOUTHERLY LINE-
LOT 5, BLOCK 1,
FAIRWAY CROSSINGS
AT INDIANHEAD
GOLF CLUB 1ST SUB.

HUSKER HIGHWAY

LEGEND



INDICATES 10' WIDE
UTILITY EASEMENT

CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: K.J.M.	SCALE: 1"=100'
DATE: 5/5/2010	FILE: FAIRWAY



City of Grand Island

Tuesday, May 25, 2010

Council Session

Item G6

**#2010-135 - Approving Acquisition of Utility Easement - 4100 West
Husker Hwy. (Part of Section 26-11-10) - Indianhead Golf Club**

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

Staff Contact: Gary R. Mader

RESOLUTION 2010-135

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

WHEREAS, a public hearing was held on May 25, 2010, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand, Hall County, Nebraska; and more particularly described as follows:

Commencing at the southeast corner of Lot Four (4), Block One (1), Fairway Crossings at Indianhead Golf Club First Subdivision; thence along the westerly line of said Lot Four (4) on an assumed bearing of N00°59'46"W, a distance of one hundred fifteen and ninety eight hundredths (115.98) feet to the northeast corner of said Lot Four (4), being the ACTUAL Point of Beginning; thence S57°31'53"E, a distance of two hundred forty one and sixty five hundredths (241.65) feet to a point on the westerly line of Lot One (1), Indianhead Fourth Subdivision, said point also being the northeast corner of the Schroeder Avenue right-of-way line. The side lines of the above described easement tract shall be prolonged or shortened as required to terminate on the boundary of Grantor's property.

The above-described easement and right-of-way containing a total of 0.109 acres, more or less, as shown on the plat dated 5/5/2010, marked Exhibit "A", attached hereto and incorporated herein by reference,

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

- - -

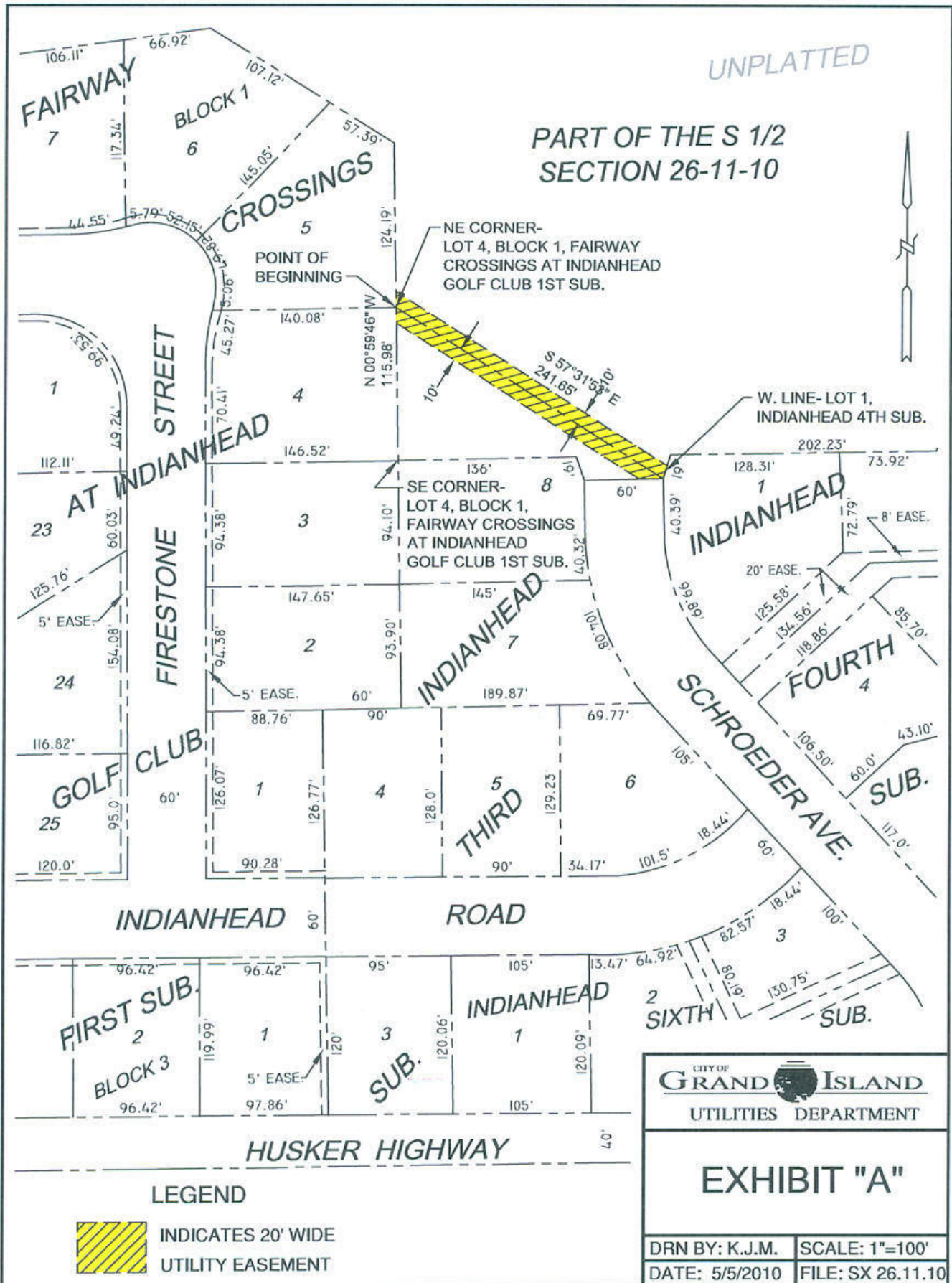
Adopted by the City Council of the City of Grand Island, Nebraska, May 25, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

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





City of Grand Island

Tuesday, May 25, 2010

Council Session

Item G7

#2010-136 - Approving Acquisition of Utility Easement - between Airport Road & Abbott Road, and between North Road & Webb Road - Max and Lizbeth Mader

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

Staff Contact: Gary R. Mader

RESOLUTION 2010-136

WHEREAS, a public utility easement is required by the City of Grand Island, from Max and Lizbeth Mader to install, upgrade, maintain and repair, a 115 kV electric transmission line to the northwest of the City; and

WHEREAS, a public hearing was held on May 25, 2010, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

The westerly twenty-five (25) feet of the Northwest Quarter of the Southeast Quarter (NW ¼ SE ¼) of Section Thirty-six (36), Township Twelve (12) North, Range Ten (10) West of the 6th P.M. Hall County, Nebraska.

The above described easement and right-of-way containing a total of 0.76 acres, more or less, as shown on the plat dated November 9, 2009, marked Exhibit "A", attached hereto and incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire public utility easements from Max and Lizbeth Mader, on the above-described tracts of land.

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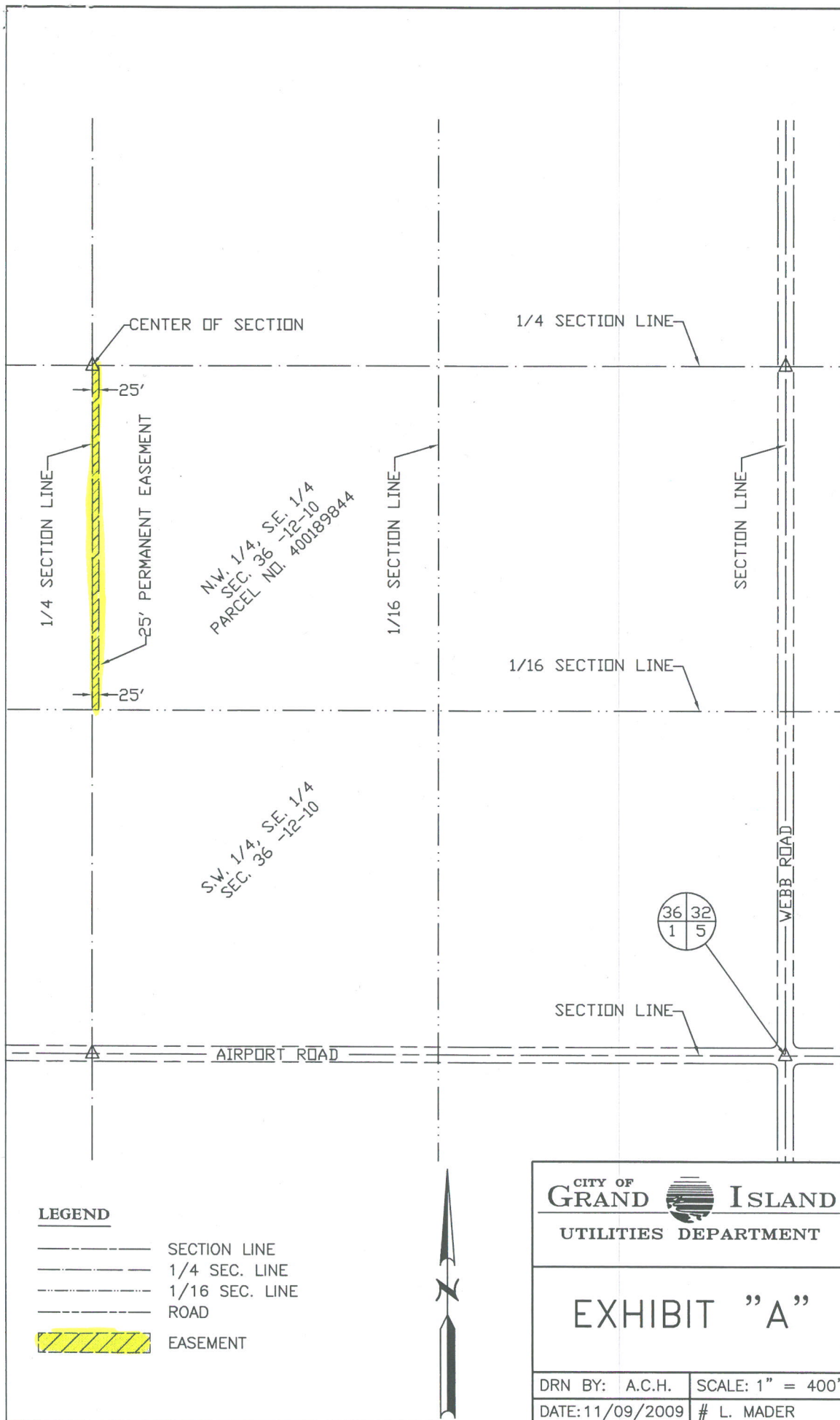
Adopted by the City Council of the City of Grand Island, Nebraska, May, 25, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

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





City of Grand Island

Tuesday, May 25, 2010

Council Session

Item G8

#2010-137 - Approving Acquisition of Utility Easement - between White Cloud Road & Abbott Road, and between North Road & Engleman Road - Lloyd and Patricia Mader

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

Staff Contact: Gary R. Mader

R E S O L U T I O N 2010-137

WHEREAS, a public utility easement is required by the City of Grand Island, from Lloyd and Patricia Mader to install, upgrade, maintain and repair, a 115 kV electric transmission line to the northwest of the City; and

WHEREAS, a public hearing was held on May 25, 2010, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

The westerly twenty-five (25) feet of the Northeast Quarter (NE ¼) of Section Twenty-six (26), Township Twelve (12) North, Range Ten (10) West of the 6th P.M. Hall County, Nebraska.

The above described easement and right-of-way containing a total of 1.52 acres, more or less, as shown on the plat dated November 9, 2009, marked Exhibit "A", attached hereto and incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire public utility easements from Lloyd and Patricia Mader, on the above-described tracts of land.

- - -

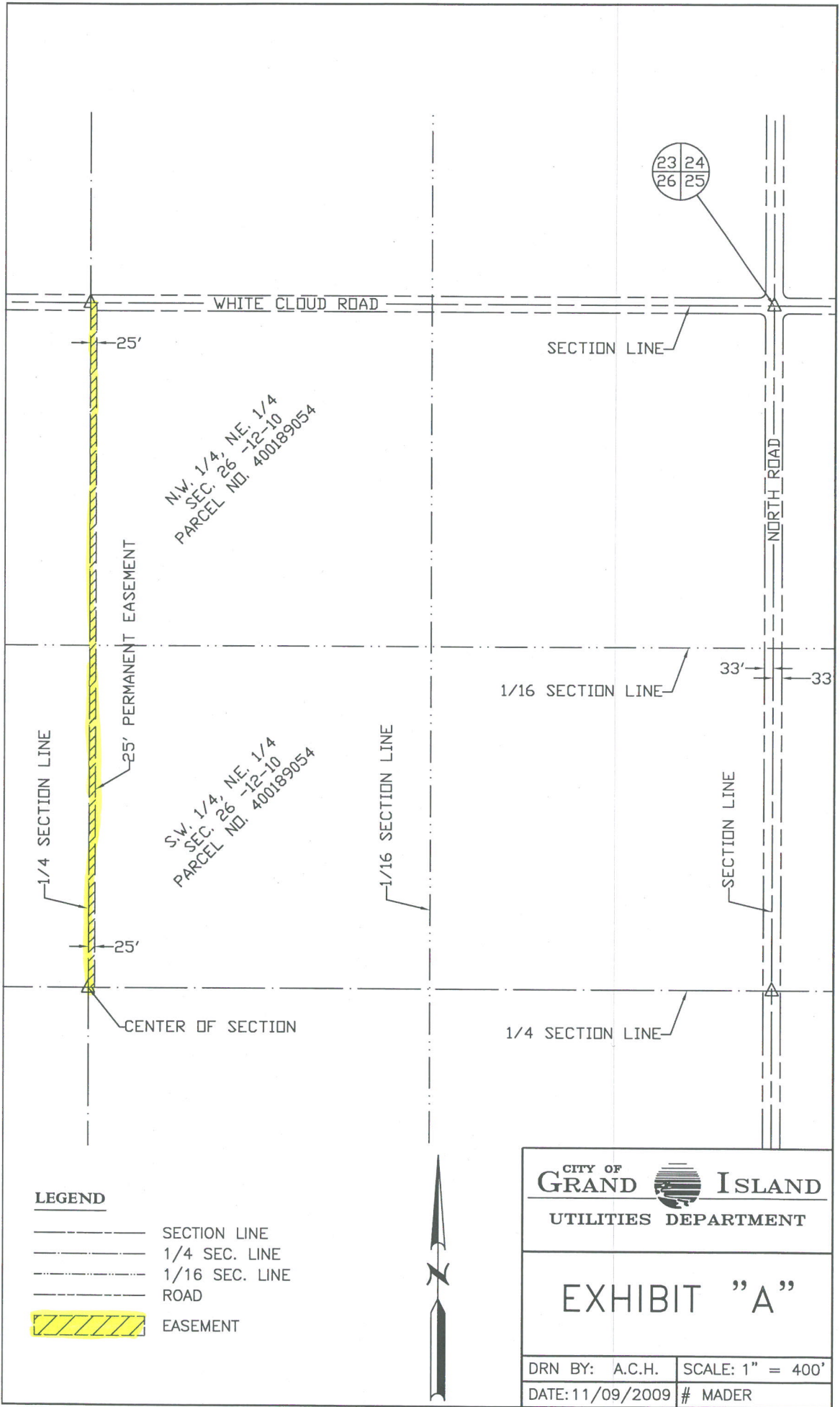
Adopted by the City Council of the City of Grand Island, Nebraska, May, 25, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

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



CITY OF GRAND ISLAND	
UTILITIES DEPARTMENT	
EXHIBIT "A"	
DRN BY: A.C.H.	SCALE: 1" = 400'
DATE: 11/09/2009	# MADER



City of Grand Island

Tuesday, May 25, 2010

Council Session

Item G9

**#2010-138 - Approving Amendment #1 to the Consent to Access for
EPA Environmental Response Action Agreement**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Gary R. Mader, Utilities Director
Steven Riehle, Public Works Director
Dale Shotkoski, City Attorney

Meeting: May 25, 2010

Subject: Amendment #1 to the Consent to Access for EPA
Environmental Response Action Agreement

Item #'s: G-9

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

Background

As a part of the EPA program for remediation of the Parkview Superfund site groundwater contamination, the City entered into an agreement with EPA to allow utilization of City Right-of-Way for the installation of several of the components of the remediation system and the installation groundwater monitoring wells that will be used to measure the effectiveness of the system once it goes into service next month.

Discussion

As time has passed during the construction of the remediation system, the groundwater contamination plume has continued to move in the aquifer, generally in a northeasterly direction across the Parkview Subdivision and into the Haggess' and Country Club Subdivisions to the east of Parkview. EPA wishes to install additional groundwater monitoring wells in the City Right-of-Way in the area of the leading edge of the contamination plume. It is proposed that the original agreement with EPA be amended to allow the additional monitoring wells to be installed. Attached is proposed Amendment #1 to the CONSENT TO ACCESS FOR EPA ENVIRONMENTAL RESPONSE ACTION ("AGREEMENT") and a copy of the original agreement.

Alternatives

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

The Council may:

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

Recommendation

City Administration recommends that the Council approve Amendment #1 to the CONSENT TO ACCESS FOR EPA ENVIRONMENTAL RESPONSE ACTION (“AGREEMENT”).

Sample Motion

Move to approve Amendment #1 to the CONSENT TO ACCESS FOR EPA ENVIRONMENTAL RESPONSE ACTION (“AGREEMENT”).

CONSENT TO ACCESS FOR EPA
ENVIRONMENTAL RESPONSE ACTION ("AGREEMENT")

Amendment #1

ENVIRONMENTAL RESPONSE ACTIONS TO BE TAKEN

The planned environmental response actions to be taken at the Property include, but are not limited to, the following:

- Install new groundwater monitoring wells, and monitor and maintain new and existing monitoring wells, including the periodic collection of groundwater samples from those wells (generally depicted on Drawings C-16, C-19, and Figures 3-2, 3-3, **and as generally shown on drawing titled – 3 Proposed Monitoring Well Locations added in 2010**);

GRANTOR:

SIGNATURE

DATE

NAME (type or print)

TITLE (type or print)



SIGNATURE

5/13/2010

DATE

Bradley W. Vann

NAME (type or print)

Remedial Project Manager

TITLE (type or print)

3 Proposed Monitoring Well Locations added in 2010

Recommended well locations



Note: Monitoring well locations are approximate and may be relocated to avoid existing utilities. Documentation of well construction and exact GPS survey coordinates shall be provided to the City of Grand Island Public Works Director upon completion.

*Original to
Alise Stog
7-15-09
[Signature]*

**CONSENT TO ACCESS FOR EPA
ENVIRONMENTAL RESPONSE ACTION ("AGREEMENT")**

RIGHT of ENTRY

The City of Grand Island, Nebraska ("Grantor"), pursuant to the terms of this Agreement, hereby knowingly consents to and permits the United States Environmental Protection Agency ("EPA") and its employees, authorized representatives, agents and contractors to enter upon and perform environmental response actions upon certain properties owned by the City as generally set forth in Attachment A ("Property"). The Property that is the subject of this Agreement are within the Parkview Well Superfund Site ("Site") located in Grand Island, Hall County, Nebraska. Grantor understands that this grant of consent does not limit EPA's right of access under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601-9675, or any other law.

PURPOSE OF ACCESS

Pursuant to Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), and consistent with the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R Part 300, EPA has requested that Grantor allow EPA and its employees and representatives access to the Property for the purpose of investigating and/or responding to a release of hazardous substances, pollutants and/or contaminants at and from the Site.

ENVIRONMENTAL RESPONSE ACTIONS TO BE TAKEN

The planned environmental response actions to be taken at the Property include, but are not limited to, the following:

- Perform geoprobe sampling involving the installation of temporary boreholes into the subsurface to allow collection of environmental samples;
- Install new groundwater monitoring wells, and monitor and maintain new and existing monitoring wells, including the periodic collection of groundwater samples from those wells (generally depicted on Drawings C-16, C-19, and Figures 3-2, and 3-3);
- Perform chemical oxidation injections to subsurface areas using geoprobe equipment along North Road South (generally depicted on Figure 3-2). Injections to be performed using temporary boreholes that will be grouted after completion.
- Construct, operate and maintain one groundwater extraction well (EX-10) and associated well house, piping to convey contaminated groundwater to groundwater treatment plant, pipeline provision in anticipation of future City water main expansion, protective barricade around well house, and associated electrical lines (generally depicted on Drawings A-8, C-2, C-6 through C-10, and E-4).

- Construct, operate and maintain groundwater treatment plant and associated discharge piping and discharge control features, including necessary connection to the City's storm sewer inlet (generally depicted on Drawings A-4 through A-6, C-3 through C-5, and C-15).
- General access for vehicles and support equipment to perform the activities identified above.

TERM OF AGREEMENT

This Consent to Access will be effective on the date signed by EPA, and will extend until the completion of all environmental response actions at the Site.

AGREEMENT NOT TO INTERFERE

Grantor agrees not to interfere with any of the activities undertaken by EPA at the Property, tamper with any property that EPA may bring on to or add to the Site, which includes the Property, or take any actions regarding the use of the Property which may endanger human or welfare or the environment, or allow others to use the Property in such manner during the term of this Consent. Grantor agrees to provide notice and a copy of this agreement to prospective purchasers, lessee, assigns, or grantees of the Property or any portion of it. Grantor agrees to provide 30 day notice to EPA prior to any transfer of ownership rights to the Property.

Grantor agrees to notify EPA of any existing easement or license granted with respect to the Property prior to the date of the Agreement. EPA agrees not to interfere with said easement or license without the consent of the party who granted the easement or license.

RESTORATION OF PROPERTY. Upon the completion of the activities authorized by this Consent to Access, EPA agrees that reasonable measures will be taken to leave the Property in a condition reasonably similar to the condition the Property was in immediately prior to entry.

LIMITATION OF LIABILITY. EPA shall be liable for damages to the Property or injuries to persons which result from or are caused by the activities on the Property only to the extent provided under the Federal Tort Claims Act, and the Federal Employees Compensation Act (28 U.S.C. Section 2671, et seq., 5 U.S.C. Section 8101, et seq., and 31 U.S.C. Section 3701, et seq.). Nothing in this Agreement shall be construed to transfer title of any Property interest at the Site from Grantor to EPA. In addition, nothing in this Agreement is intended nor shall it be construed to absolve Grantor of any claims or rights that EPA or any other governmental entity may have against Grantor with respect to the Site.

The undersigned Grantor has read this Agreement and understands that it grants permission to the EPA, its employees, authorized representatives, agents and contractors to enter the above-described Property and perform certain activities for purposes of conducting the aforementioned environmental response actions and agrees to its terms and conditions. The undersigned Grantor certifies that he or she is fully authorized to enter into this Agreement, and legally bind Grantor to all terms and conditions of this Agreement.

GRANTOR:

Margaret Hornady
SIGNATURE

7-14-09
DATE

Margaret Hornady
NAME (type or print)

Mayor
TITLE (type or print)

✓

Bradley W. Vann
SIGNATURE

7/2/09
DATE

Bradley W. Vann
NAME (type or print)

Remedial Project Manager
TITLE (type or print)

RESOLUTION 2010-138

WHEREAS, on July 14, 2009 the City entered into an agreement with EPA to allow utilization of City Right-of-Way for the installation of several of the components of the remediation system and the installation groundwater monitoring wells to be used to measure the effectiveness of the remediation system; and

WHEREAS, as time has passed the groundwater contamination plume has continued to move in the aquifer; and

WHEREAS, EPA wishes to install additional groundwater monitoring wells in the City Right-of-Way in the area of the leading edge of the contamination plume; and

WHEREAS, an Amendment to original CONSENT TO ACCESS FOR EPA ENVIRONMENTAL RESPONSE ACTION ("AGREEMENT") is recommended to allow the additional monitoring wells.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment #1 to the CONSENT TO ACCESS FOR EPA ENVIRONMENTAL RESPONSE ACTION ("AGREEMENT"), is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 25, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, May 25, 2010

Council Session

Item G10

#2010-139 - Approving Bid Award for Substation Power Transformers

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Gary Mader, Utilities Director
Dale Shotkoski, City Attorney

Meeting: May 25, 2010

Subject: Substation Power Transformers, Contract #10-PCC-02

Item #'s: G-10

Presenter(s): Gary Mader, Utilities Director

Background

In 2006, Advantage Engineering (AE) was contracted to perform a Transmission and Substation System Study for the City of Grand Island Utilities Department (GIUD). Various alternatives and solutions were analyzed for the logical and economic expansion of the City's 115 kV transmission loop, power interconnections with Nebraska Public Power District (NPPD), substations, distribution, and communications. The system study period was ten (10) years (2006-2016) taking into account projected City expansion and load growth. When fully implemented, the major substation and transmission requirements should be satisfied through 2027.

The Transmission and Substation System Study was completed in 2007 and contained a detailed analysis of previous studies and reports; surrounding area power provider plans; State wide planned improvements; Contractual obligations; the City's comprehensive development plans; system capabilities and capacities; land use issues; and schedule related items. The study resulted in recommendations to expand the 115 kV transmission system to serve load growth and assure reliability. The results of the Transmission and Substation System Study were presented to the Grand Island City Council on January 8, 2008.

One of the system improvements identified in the Transmission and Substation System Study was the need for an additional distribution substation to be located in the southern portion of the city near the industrial park and I-80 and South Locust corridors. A location for this new substation has been identified and the design process has begun. Circuit breakers have been purchased and initial site testing completed. Due to the long lead time and significant cost, the project is planned for completion over several years in stages. In the current budget, funds are included for purchase of the Substation Power Transformers.

Discussion

The design engineer prepared specifications for the purchase of the power transformers. Those specifications were published and advertised in accordance with the City Procurement Code. Additionally, specifications were sent to eight regional distributors. Bids were publicly opened at 2:00 p.m. on May 10, 2010. Listed below is a tabulation of the bids received:

<u>Bidder</u>	<u>Exceptions</u>	<u>Bid Price</u>
Delta Star, Inc.	Noted	\$1,467,772.50
CG Power Systems, Inc.	Noted	\$1,499,518.33
Siemens Energy, Inc.	Noted	\$1,533,096.00
WEG Electric Corp.	Noted	\$1,577,389.72
ABB, Inc.	Noted	\$1,615,320.00
Waukesha Electric Systems	Noted	\$1,619,029.84

All prices have been adjusted to include sales tax, assembly, installation and testing.

The bids were evaluated by utility engineering staff in consultation with the consulting engineer. The lowest bid submitted was for two (2) Delta Star Transformers at a total cost of \$1,467,772.50. Several references were contacted during review of the bid. All references indicated a positive experience. Exceptions noted were primarily clarifications with no significant deviations from the specifications. All six bids are evaluated as compliant with the specifications. The engineers estimate for the power transformers was \$2,000,000.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of two (2) 22.5/30/37.5 MVA 115 kV Substation Power Transformers for \$1,467,772.50 from Delta Star, Inc. c/o Energy Solutions.

Sample Motion

Move to purchase the recommended Substation Power Transformers for a total of \$1,467,772.50.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale Shotkoski, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: May 10, 2010 at 2:00 p.m.

FOR: Substation Power Transformers, Contract #10-PCC-02

DEPARTMENT: Utilities

ESTIMATE: \$2,000,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: April 14, 2010

NO. POTENTIAL BIDDERS: 8

SUMMARY

Bidder:	<u>ABB, Inc.</u> South Boston, VA	<u>WEG Electric Corp.</u> Duluth, GA
Bid Security:	Liberty Mutual Ins. Co.	The Ins. Co. of the State of Pennsylvania
Exceptions:	Noted	Noted
Bid Price:	\$1,615,320.00	\$1,577,389.72
Bidder:	<u>Waukesha Electric Systems</u> Goldsboro, NC	<u>CG Power Systems</u> Washington, MO
Bid Security:	Liberty Mutual Ins. Co.	Employers Mutual Casualty Co.
Exceptions:	Noted	Noted
Bid Price:	\$770,970.00 each	\$1,499,518.33
Bidder:	<u>Siemens Energy, Inc.</u> Wendell, NC	<u>Delta Star, Inc.</u> San Carlos, CA
Bid Security:	Federal Insurance Co.	Platte River Ins. Co.
Exceptions:	Noted	None
Bid Price:	\$1,533,096.00	\$1,384,312.50

R E S O L U T I O N 2010-139

WHEREAS, in 2006 Advantage Engineering (AE) was contracted to perform a Transmission and Substation System Study for the City of Grand Island Utilities Department (GIUD), and various alternatives were analyzed for expansion of the City's 115 kV transmission loop, interconnections with Nebraska Public Power District (NPPD), substations, distribution and communications; and

WHEREAS, the study was completed in 2007 and resulted in recommendations to expand the 115 kV transmission system to serve load growth and assure reliability; and

WHEREAS, one of the system improvements identified was the need for an additional distribution substation to be located in the southern portion of the City near the Industrial Park and I-80 and South Locust corridors; and

WHEREAS, specifications and bid documents were prepared for Substation Power Transformers; and

WHEREAS, specifications for Substation Power Transformers were advertised for bids in accordance with City Procurement Codes; and

WHEREAS, on May 10, 2010, bids were received, publically opened and reviewed; and

WHEREAS, Delta Star, Inc., of San Carlos, California, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$1,467,772.50; and

WHEREAS, the bid of Delta Star, Inc., of San Carlos, California, is less than the estimate for Substation Power Transformers.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Delta Star, in the amount of \$1,467,772.50 for Substation Power Transformers is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 25, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form <input checked="" type="checkbox"/> _____ May 21, 2010 <input checked="" type="checkbox"/> City Attorney



City of Grand Island

Tuesday, May 25, 2010

Council Session

Item G11

#2010-140 - Approving Agreement with Open Access Technology, Inc. (OATI) Webcares for Transmission Reporting Security

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Gary R. Mader, Utilities Director
Dale Shotkoski, City Attorney

Meeting: May 25, 2010

Subject: Open Access Technology, Inc. (OATI) Webcares
Customer Agreement

Item #'s: G-11

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

Background

The Grand Island Electric Department, like all U.S. electric utilities, is required to meet various federal standards in order to maintain reliability of the national electrical grid. These standards are produced and maintained on a federal level but enforced on a regional level. The Midwest Reliability Organization (MRO) is the enforcement organization for the entire state of Nebraska as well as several other states in the upper Midwest. Critical information is passed electronically from the department to MRO at various times throughout the year to demonstrate compliance. MRO is currently working to upgrade this communication process.

Discussion

Until recently, all information that MRO required the Grand Island Electric Department to submit was accomplished via a secure website using a user ID and password. Due to security concerns with this method, MRO is adopting a digital certificate method of authenticating communications. No information will be sent to MRO without the proper digital certificates. Digital certificates are available from Open Access Technology, Inc. (OATI). In order to obtain the necessary digital certificates from OATI, a customer agreement is required. MRO has agreed to pay for the annual fees associated with the digital certificates therefore; Grand Island will not be responsible for any cost associated with this agreement. This agreement simply provides the necessary structure and contact information in order for OATI to issue the digital certificates. Open Access Technology's agreement is considered confidential. A copy of the agreement is provided to 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 a future date
4. Take no action on the issue

Recommendation

City Administration recommends that the OATI Webcares Customer Agreement be signed to enable the Grand Island Utilities Department to continue submittal of compliance information to the MRO.

Sample Motion

Move to approve the OATI Webcares Customer Agreement.

R E S O L U T I O N 2010-140

WHEREAS, the Grand Island Electric Department is required to meet various federal standards in order to maintain reliability of the national electrical grid; and

WHEREAS, The Midwest Reliability Organization (MRO) is the enforcement organization for the entire state of Nebraska; and

WHEREAS, critical information is passed electronically from the Utilities Department to MRO at various times throughout the year to demonstrate compliance, and MRO is currently working to upgrade this communication process; and

WHEREAS, MRO is adopting a digital certificate method of authenticating communications and no information will be sent to MRO without the proper certificates; and

WHEREAS, digital certificates are available from Open Access Technology, Inc (OATI); and

WHEREAS, in order to obtain the necessary digital certificates from OATI, a customer agreement is required, and MRO has agreed to pay for the annual fees associated with the digital certificates; and

WHEREAS, the **OATI webCARES CUSTOMER AGREEMENT** between Open Access Technology International, Inc., and the City of Grand Island is at no cost to the City; and

WHEREAS, it is in the best interests of the City to participate in this service; and

WHEREAS, the proposed agreement has been reviewed and approved by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the **OATI webCARES CUSTOMER AGREEMENT** is hereby approved, and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 25, 2010.

Margaret Hornady, Mayor

Attest:

Approved as to Form ☒ _____
May 21, 2010 ☒ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 25, 2010

Council Session

Item G12

**#2010-141 - Approving Award of Proposal for Consulting Services
for the Re-Permitting of the Solid Waste Landfill**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: May 25, 2010

Subject: Approving Award of Proposal for Consulting Services
for the Re-Permitting of the Solid Waste Landfill

Item #'s: G-12

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

Background

On April 23, 2010 a Request for Proposals (RFP) for consulting services for Re-Permitting of the Solid Waste Landfill was advertised in the Grand Island Independent and sent to ten (10) potential proposers by the Solid Waste Division of the Public Works Department.

Re-permitting of RCRA Sub-title D landfills is required to be completed every five (5) years per NDEQ Title 132 regulations. The current landfill permit expires on April 15th, 2011. The NDEQ has requested that we start the process with a permit inspection in June 2010 and submit the permit application to them in August 2010.

The Grand Island Area Landfill currently has an estimated site life capacity through the year 2037 in the current permitted Phase 1 disposal area. Cell 3 of Phase I, which will be the next landfill expansion project, is anticipated to begin in FY 2012. The fourth and final cell of Phase 1 is anticipated to be constructed in FY 2023.

Discussion

Three (3) proposals were opened on May 6, 2010 and reviewed by Steve Riehle, Public Works Director; Tom Carlson, Engineering Tech Supervisor; Jeff Wattier, Solid Waste Superintendent; and James Swanson, Senior Equipment Operator. One (1) firm submitted a proposal that was significantly lower than all other proposers. That proposal included less scope and approach to this project. Another firm submitted a broader scope, however a few tasks were listed as additional services, with extra costs involved. Aquaterra Environmental Solutions Inc. of Omaha, Nebraska submitted the proposal in accordance

with the required criteria listed in the RFP, with work to be performed at actual costs not to exceed \$43,605.

The estimate of costs for this work was \$65,000. Funds for the consulting services are in the approved 2009/2010 budget. The proposal submitted by Aquaterra was chosen by the selection committee based on the evaluation criteria, which was used to rank the proposals:

- Firm & Team experience on similar work. (20%)
- Understanding of the project. (20%)
- Experience and knowledge of the City and County where the work is being performed. (15%)
- Approach. (25%)
- Proposed schedule and fees. (20%)

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the award of the proposal to AquaTerra Environmental Solutions, Inc. of Omaha, Nebraska.

Sample Motion

Move to approve the award of the proposal.



Dale Shotkoski, Purchasing Agent

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Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
CONSULTING SERVICES FOR RE-PERMITTING SOLID WASTE LANDFILL**

RFP DUE DATE: May 6, 2010 at 4:00 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: April 23, 2010

NO. POTENTIAL BIDDERS: 10

SUMMARY OF PROPOSALS RECEIVED

American Environmental Consulting
Littleton, CO

Aquaterra Environmental Solutions, Inc.
Omaha, NE

HDR, Inc.
Omaha, NE

cc: Steve Riehle, Public Works Director
Jeff Pederson, City Administrator
Dale Shotkoski, City Attorney

Catrina Delosh, PW Admin. Assist.
Mary Lou Brown, Finance Director
Jeff Wattier, Solid Waste Supt.

P1413

RESOLUTION 2010-141

WHEREAS, the City Of Grand Island invited proposals for consulting services for the Re-Permitting of the Solid Waste Landfill, according to Request Proposals on file with the Solid Waste Division of the Public Works Department; and

WHEREAS, on May 6, 2010 proposals were received, reviewed, and evaluated in accordance with established criteria; and

WHEREAS, AquaTerra Environmental Solutions, Inc., of Omaha, Nebraska submitted a proposal in accordance with the terms of the Request for Proposals and all statutory requirements contained therein and the City Procurement Code with the work performed at actual costs with a maximum of \$43,605.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of AquaTerra Environmental Solutions, Inc. of Omaha, Nebraska for consulting services for the Re-Permitting of the Solid Waste Landfill 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, May 25, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 25, 2010

Council Session

Item G13

#2010-142 - Approving Agreement with NDOR for Mormon Island Trail Bridges

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steve Paustian, Parks and Recreation Director

Meeting: May 25, 2010

Subject: Agreement with Nebraska Dept. of Roads for
Construction of the Mormon Island Trail Bridges

Item #'s: G-13

Presenter(s): Steve Paustian, Parks and Recreation Director

Background

The City Council authorized the Park and Recreation Department to apply for a grant to finish construction of two trail bridges over the Platte River on the west side of South Locust Street. We have been notified that the project has been chosen for grant funding.

Discussion

In order to receive the funding associated with the grant it is required by the State that a resolution be attached to the agreement committing the City to the requirements of the grant. The grant provides for a federal share not to exceed \$401,724.00 with the City obligation not to exceed \$100,431.00. The total project is not to exceed \$502,155.00. Funds are available in the 2010 budget for this project.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the resolution authorizing the acceptance of the grant.

Sample Motion

Move to approve resolution authorizing City to accept grant funds for trail construction.

**RESOLUTION
(SIGNING OF THE PROJECT PROGRAM AGREEMENT)**

City of Grand Island
Resolution No. 2010-142

WHEREAS: The City of Grand Island is proposing a transportation project for which it would like to obtain Federal funds; and

WHEREAS: The City of Grand Island understands that it must strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project; and

WHEREAS: The City of Grand island and the Nebraska Department of Roads (NDOR) wish to enter into a Project Program Agreement setting out the various duties and funding responsibilities for the Federal-aid project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL FO THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island is hereby authorized to sign the attached Project Program Agreement between the City of Grand Island and the NDOR.

The City of Grand Island is committed to providing local funds for the project as required by the Project Program Agreement.

NDOR Project Number – ENH-40(61)
NDOR Control Number – 42666
NDOR Project Name – Mormon Island Trail Bridges

Adopted by the City Council of the City of Grand Island, Nebraska, May 25, 2010.

The City Council of the CITY OF GRAND ISLAND

Jose Zapata	Robert Niemann
Peg Gilbert	Scott Dugan
Kirk Ramsey	Robert Meyer
Larry Carney	Mitch Nickerson
Chuck Hasse	John Gericke

Council Member _____
Moved the adoption of said resolution
Member _____ Seconded the motion
Roll Call: ___ Yes ___ No ___ Abstained ___ Absent
Resolution adopted, signed and billed as adopted

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 25, 2010

Council Session

Item G14

**#2010-143 - Approving Bid Award for Relocation and
Reconstruction of Multi Purpose Building for the Veterans
Athletic Field Complex**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks and Recreation Director

Meeting: May 25, 2010

Subject: Approving Bid Award for Relocation and Reconstruction of Multi Purpose Building for the Veterans Athletic Field Complex

Item #'s: G-14

Presenter(s): Steve Paustian, Parks and Recreation Director

Background

On May 2, 2010 the Park and Recreation Department, advertised for bids for the Relocation and Reconstruction of a Multi Purpose Building at the Veterans Athletic Complex. Two firms provided bids for this work. The low bid was provided by Tri Valley Builders of Grand Island in the amount of \$88,000.00. The other bid was provided by Chief Construction in the amount of \$116,576.00. The Engineers estimate was \$120,000.00

Discussion

Because of the relocation of the State Fair to Grand Island it is necessary to move the athletic complex currently located at Fonner Park to a new site. The new site is located just south of Eagle Scout Park. The relocation of the building is necessary to provide concessions, restrooms and storage for the new softball complex. Funding is available in account number 40044450 90122 Soccer/Bball Fields-Vets Home for this purpose.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the award of a contract to Tri Valley Construction in the amount of \$88,000.00.

Sample Motion

Move to award contract to Tri Valley Construction for the Relocation and Reconstruction of a Multi Purpose Building at the Veterans Athletic Field Complex.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale Shotkoski, Purchasing Agent

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BID OPENING

BID OPENING DATE: May 18, 2010 at 2:00 p.m.

FOR: Relocation and Reconstruction of Multi Purpose Building for the
Veterans Athletic Field Complex

DEPARTMENT: Parks & Recreation

ESTIMATE: \$120,000.00

FUND/ACCOUNT: 40044450-90122

PUBLICATION DATE: May 2, 2010

NO. POTENTIAL BIDDERS: 5

SUMMARY

Bidder:	<u>Chief Construction Co.</u> Grand Island, NE	<u>Tri Valley Builders, Inc.</u> Grand Island, NE
Bid Security:	Fidelity & Deposit Co.	Universal Surety Co.
Exceptions:	Noted	Noted
Bid Price:	\$116,576.00	\$88,000.00

cc: Steve Paustian, Parks & Rec. Director
Dale Shotkoski, City Attorney
Jeff Pederson, City Administrator

Todd McCoy, Parks & Rec. Supt.
Patti Buettner, Parks & Rec. Secretary

P1416

RESOLUTION 2010-143

WHEREAS, the City of Grand Island invited sealed bids for Relocation and Reconstruction of Multi Purpose Building for the new Veterans Athletic Field Complex, according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on May 18, 2010, bids were received, opened and reviewed; and

WHEREAS, Tri Valley Builders, Inc from Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$88,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Tri Valley Builders, Inc from Grand Island, Nebraska in the amount of \$88,000.00 for Relocation and Reconstruction of Multi Purpose Building at the new Veterans Athletic Field Complex is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 25, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, May 25, 2010

Council Session

Item G15

#2010-144 - Approving Bid Award Installation of New Turf & Synthetic Court Flooring

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks and Recreation Director

Meeting: May 25, 2010

Subject: Approving Bid Award for Installation of New Turf and Synthetic Court Flooring

Item #'s: G-15

Presenter(s): Steve Paustian, Parks and Recreation Director

Background

On March 27, 2010 the Park and Recreation Department, advertised for bids for Installation of New Turf and Synthetic Court Flooring at the new City Field House. Four firms provided bids for this work. The bid provided by Midwest Floor Covering in the amount of \$69,894.00 was the low bid for the Synthetic Court Flooring. The bid provided by All Sports Enterprises in the amount of \$\$211,030.00 was low bid for the New Turf.

Discussion

In order for the City to operate the new Field House as planned, the sports flooring is necessary. The business plan calls for indoor soccer and various court games to be offered. These games need a safe and adequate surface for play. The previously mentioned surfaces fulfill this need.

The City is bidding and awarding this contract at the request of the Nebraska State Fair in recognition of the fact that this building component is particular to the use of the building as a City-managed recreational facility. The cost will be expensed against the \$5 million project budget.

Alternatives

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

1. Move to approve
2. Refer the issue to a Committee

3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the award of a contract to All Sports Enterprises in the amount of \$211,030.00 for new turf and to also award a contract to Midwest Floor Covering in the amount of \$69,894.00 for the synthetic floor covering.

Sample Motion

Move to award contract to All Sports Enterprises and Midwest Floor Covering for the installation of New Turf and Synthetic Court Flooring at the new City Field House.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale Shotkoski, Purchasing Agent

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BID OPENING

BID OPENING DATE: April 21, 2010 at 2:00 p.m.
FOR: Installation of New Turf & Synthetic Court Flooring
DEPARTMENT: Parks & Recreation
ESTIMATE: \$281,000.00
FUND/ACCOUNT: Wells Fargo Escrow Account
PUBLICATION DATE: March 27, 2010
NO. POTENTIAL BIDDERS: 8

SUMMARY

Bidder:	<u>Anderson Ladd</u> Omaha, NE	<u>Midwest Floor Covering</u> Lincoln, NE
Bid Security:	Berkley Regional Ins. Co.	RLI Insurance Co.
Exceptions:	None	None
Bid Price:		
Bid "A":	\$150,990.00	No Bid
Bid "B":	\$ 68,385.00	No Bid
Bid "C":	\$ 87,091.00	\$69,894.00
Bidder:	<u>Bulte Company</u> Omaha, NE	<u>All Sports Enterprises, Inc.</u> Exton, PA
Bid Security:	Old Republic Surety Co.	The Hanover Ins. Co.
Exceptions:	None	None
Bid Price:		
Bid "A":	No Bid	\$142,000.00 Option \$7,380.00
Bid "B":	No Bid	\$ 49,900.00 Option \$3,075.00
Bid "C":	\$79,425.00	\$ 89,500.00

cc: Steve Paustian, Parks & Recreation Director
Dale Shotkoski, City Attorney
Jeff Pederson, City Administrator

Todd McCoy, Recreation Superintendent
Patti Buettner, Parks Secretary

RESOLUTION 2010-144

WHEREAS, the City of Grand Island invited sealed bids for Installation of New Turf and Synthetic Court Flooring for the new City Fieldhouse Building, according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on April 21, 2010, bids were received, opened and reviewed; and

WHEREAS, Midwest Floor Covering from Lincoln, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$69,894.00 for the Synthetic Court Flooring and All Sports Enterprises from Exton, Pennsylvania, submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$211,030.00 for the New Turf .

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Midwest Floor Covering from Lincoln, Nebraska, in the amount of \$69,894.00 for Synthetic Court Flooring and All Sports Enterprises from Exton, Pennsylvania, in the amount of \$211,030.00 for the New Turf for the new City Fieldhouse Building is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 25, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, May 25, 2010

Council Session

Item I1

#2010-145 - Consideration of Request from Ronald King dba RK's Pub, 217 E. Stolley Park Road #6 & #7 for a Change of Location to 217 E. Stolley Park Road Suite N for Class "C-59418" Liquor License

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

Staff Contact: RaNae Edwards

RESOLUTION 2010-145

WHEREAS, an application was filed by Ronald King doing business as RK's Pub, 217 E. Stolley Park Road #6 & #7 for a change of location to 217 E. Stolley Park Road Suite N for Class "C-59418" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on May 15, 2010; such publication cost being \$17.63; and

WHEREAS, a public hearing was held on May 25, 2010 for the purpose of discussing such liquor license application.

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

_____ The City of Grand Island hereby recommends approval of the above-identified liquor license change of address application contingent upon final inspections.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations: _____

_____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: _____

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 25, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
May 21, 2010	<input type="checkbox"/>	City Attorney



City of Grand Island

Tuesday, May 25, 2010

Council Session

Item I2

#2010-146 - Approving Lease Agreement for Management and Operation of the Racquet Center

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks and Recreation Director

Meeting: May 25, 2010

Subject: Approving Lease Agreement for Management and Operation of the Racquet Center

Item #'s: I-2

Presenter(s): Steve Paustian, Parks and Recreation Director

Background

In 1984 the City was approached by the owners of the Grand Island Racquet Center to see if there was any interest by the City to purchase the Racquet Center from them. Negotiations took place and the City ended up purchasing the Racquet Center for the taxes owed, approximately, \$30,000.00.

The Park and Recreation Dept. Administrative offices moved to the facility after the purchase and remained there until moving to the new City Hall in 1993. In 1997 proposals were solicited by the City for the operation of the Racquet Center. Scott Norton, owner of the Health-Plex Fitness Center was offered a contract to operate the Racquet Center in 1997. Mr. Norton's lease is set to terminate on May 31, 2010.

Discussion

During the years Mr. Norton has leased the building the floor plan has been modified to allow for a soccer field at the west end of the facility. With the construction of the new City/State Fair building it has been determined it is in the best interest of the City to not allow soccer to continue in the Racquet Center. At about the same time representatives of the Grand Island Tennis Association (GITA) approached the City about the opportunity to submit a proposal to manage the Racquet Center. At a Council study session held earlier this spring it was determined that a Request for Proposals should be developed to allow interested parties the opportunity to submit a proposal to operate the facility.

Two proposals were received, one by Mr. Mark Galvan and the other by the Grand Island Tennis Association. Both proposals were reviewed by the City Administrator and the Parks and Recreation Director. It was the determination of staff that the proposal

provided by the Grand Island Tennis Association best served the interest of the citizens of Grand Island. The Tennis Associations proposal included detailed improvements to be made to the facility and provide an employee currently employed at the Racquet Center to manage day to day operations tennis as the primary activity at the facility. Mr. Galvan's proposal offered an improvement plan and a possible person to operate the facility. His proposal also included providing batting cages and a turf area for softball and baseball practice. These two offerings are planned for by the City at the new Field House.

Proposals were scored against the following evaluation criteria:

- 20% Qualifications of personnel to be assigned to the management and operation of the facility based upon information available at the time of submittal. Other information requested may be requested by the City at a later date;
- 10% Previous experience with facilities of similar scope and nature;
- 25% Proposed lease terms and conditions;
- 20% Proposed approach and scope of services;
- 25% Ability of proposer to meet its commitment.

A meeting was held with representatives of the GITA to review the proposal and discuss terms of a lease. This meeting resulted in the Lease Agreement that is before the City Council for consideration. The Lease Agreement includes a five-year lease term with a 90-day termination clause.

All building and grounds maintenance, including snow removal and mowing, resides with the GITA. Facilities improvements required in the Lease Agreement are contained in Article V.

Alternatives

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

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

Recommendation

It is the recommendation of the Director of Parks and Recreation and the City Administrator that the Council approve the Lease Agreement with the Grand Island Tennis Association.

Sample Motion

Move to approve the Lease Agreement with the Grand Island Tennis Association to operate the Racquet Center.



Dale Shotkoski, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
MANAGEMENT AND OPERATION OF THE RACQUET CENTER**

RFP DUE DATE: March 11, 2010 at 4:00 p.m.

DEPARTMENT: Parks & Recreation

PUBLICATION DATE: February 21, 2010

NO. POTENTIAL BIDDERS: 2

SUMMARY OF PROPOSALS RECEIVED

Grand Island Tennis Association
Grand Island, NE

Mark Galvan
Grand Island, NE

cc: Steve Paustian, Parks & Recreation Director
Jeff Pederson, City Administrator
Dale Shotkoski, City Attorney

Patti Buettner, Parks Secretary
Mary Lou Brown, Finance Director

P1402

LEASE AGREEMENT

This Lease Agreement made between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter called the "Lessor" and the **GRAND ISLAND TENNIS ASSOCIATION**, hereinafter called the "Lessee".

WITNESSETH:

I.

That, in consideration of the covenants herein contained on the part of the Lessee to be observed and performed, the Lessor does hereby demise and lease unto the Lessee all that tract and parcel of land and improvements described as the Grand Island Racquet Center located at 2204 Bellwood Drive, Grand Island, Hall County, Nebraska.

To have and to hold said premises unto Lessee for a term of five (5) years beginning June 1, 2010. It is expressly understood and agreed by and between the parties that either party shall have the absolute right to provide to the other party ninety (90) days written notice to terminate the lease without any cause, at any time during the five (5) year period.

Lessee shall pay as rent therefore the sum of One Dollar (\$1.00) per month due and payable beginning on the first day of June, 2010, and on the first day of each month thereafter.

II.

The Lessee, for themselves, does hereby covenant with the Lessor:

- a. That the Lessee will pay the said rent at the times and the manner aforesaid, except only in the case of fire or other unavoidable casualty as hereinafter provided.
- b. The Lessee will not allow for any liens or encumbrances to be placed upon the property or improvements of the Lessor.
- c. The Lessee shall provide a comprehensive general public liability insurance policy in the amount of at least One Hundred Thousand Dollars (\$100,000.00) for one person of Three Hundred Thousand Dollars (\$300,000.00) for any one accident involving injury to more than one person, and property damage of not less than Fifty Thousand Dollars (\$50,000.00) for any one accident. The Lessee shall list the Lessor as an additional insured on its general public liability insurance policy.
- d. The Lessee will promptly pay for all utility bills which may become payable during the continuance of this Lease Agreement for all utilities used on said premises.

- e. The Lessee will keep the building and premises, including the plumbing and heating and air conditioning in good repair, reasonable wear and tear and damage by fire or other unavoidable casualty only excepted.
- f. The Lessee will not injure, overload or deface or suffer to be injured, overload or deface the premises or any part thereof.
- g. The Lessee will not make or suffer any unlawful, improper, or offensive use of the premises, or any use or occupancy thereof contrary to any law of the State or any ordinance of the City now or hereafter made, or which shall be injurious to any person or property, or which shall be liable to endanger or effect any insurance on the said building or to be placed upon the building except such as Lessor shall in writing approve.
- i. The Lessee shall not assign, sublet or part with the possession of the whole or any part of the leased premises without first obtaining the written consent of the Lessor.
- j. The Lessor, at any reasonable time, may enter to view the premises and to make repairs which the Lessor may see fit to make, or show the premises to persons who may wish to lease or buy the premises as Lessor may see fit.
- k. That at the expiration of said term, the Lessee will peaceably yield up to the Lessor the premises and all improvements made upon the same, in good repair in all respects, reasonable use and wear and damage by fire or unavoidable casualties excepted, as the same now are and may be put in by the parties.
- l. No consent, express or implied by the Lessor to any breach of any of the Lessee's covenants shall be deemed to be a waiver of any succeeding breach of the same or any other covenant.
- m. Lessee will provide a telephone line to the facility. If Lessee chooses to install an alarm system, Lessee will provide the alarm monitoring service.

III.

It is also agreed, that in case the leased premises or any part thereof shall at any time during the said term be destroyed or damaged by fire or other unavoidable casualty so as to be unfit for occupancy and use, and so that the premises cannot be rebuilt or restored by the Lessor within one hundred twenty (120) days thereafter, then and in that case this Lease Agreement shall end.

IV.

Lessee agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance of this Lease Agreement, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of his race, color, religion, national origin or ancestry. The Lessee further agrees to maintain a drug free environment at all times on the leased premises. Breach of this covenant may be regarded as a material breach of the Lease Agreement.

V.

Lessee agrees that tennis shall remain the main focus of the Racquet Center and to maintain an appropriate schedule of tournaments and leagues.

The Lessee agrees that in the summer of 2010 it shall:

- Remove indoor soccer walls and turf, and all other soccer apparatus;
- Repair and install insulation as required due to wear and tear;
- Replace lighting throughout the building with new, energy-efficient lighting, and install indirect heating units between courts;
- Remove twenty-four (24) inefficient heating units and eight (8) non-functional air-conditioning units currently mounted above the court areas;
- Resurface both west courts in a U.S. Open blue/green format and replace black curtains with new blue curtains. Install new net posts and new nets. Install player benches between courts;
- Purchase new phone system, desktop computer, and printer for the office, and arrange one empty office as a day-care area;
- Purchase a new sign for the racquet center;
- Address drainage issue to redirect water to sides of the building;

The Lessee further agrees that in the summer of 2013, it shall:

- Resurface existing two east indoor courts in U.S. Open blue/green;
- Build four (4) new lighted outdoor courts on the west side of the Racquet Center, including fencing and benches for the players;
- Build a unisex bathroom at the back of the center, with outside access via a keypad. Use existing apparatus in the non-functional Jacuzzi/storage area. Install sidewalk lighting;
- Rework both men's and women's locker rooms with updated showers and new lighting.

Lessee agrees that it shall be responsible for all landscape maintenance, including all mowing; and, furthermore, including all snow removal. Any landscaping modifications may be performed by Lessee upon obtaining written consent from the Director of the Parks and Recreation Department.

VI.

The Lessee shall establish the fees that shall be proposed to be adopted by the City Council for the City of Grand Island, and Lessee agrees to honor and abide by those fees in all uses of the facility. The proposed schedule of fees shall be:

- Annual memberships:

Adult Individual	\$225
Adult Family	\$375
Junior	\$125
Senior (65+)	\$175
Young Adult (<30)	\$175
Paid annually or deducted monthly via ACH.	
- Indoor court fees:

Prime time 5-9 p.m.	\$24/hour
Non-prime	\$18/hour
Weekends	\$22/hour
Youth and Senior	\$15/hour
- Outdoor court fees: \$ 2/person
Zero daily fee charge.
- High School/College rental: \$14/hour
Will be able to entice UNK and Hastings to use our facility during their winter season, with programmed collegiate events.
- Private parties::

Bi-weekly Friday Fun	\$30/2 hr. session per child
Includes tennis, popcorn, drink, and movie	
- Non-member daily fee: \$ 8/day in addition to court fees
Intended for out-of-town guests, and those who have not jointed.
We would encourage occasional users to become members to
Reduce their overall costs, and to increase play.

Lessee agrees to hours of operation as follows:

Weekdays	9 a.m. – 1 p.m. and 4 p.m. – 9 p.m.
Weekends	9 a.m. – 6 p.m.
Summer hours	Flexible indoor hours based on weather Open entire weekend for outdoor courts

VII.

Upon the expiration of the initial five (5) year term of the lease, the parties agree that the parties shall have the option to renew the lease for an additional five (5) one-year terms. If the annual extensions of the lease are approved, the Lessee agrees that in the summer of 2015, it shall:

- Build one additional lighted outdoor court adjacent to current courts on north side of Racquet Center;
- Resurface two existing outdoor courts and add outdoor lighting, along with new net posts and nets. Add benches between courts and new wind breaks;
- Build viewing area above current lobby/viewing area, and install two staircases for access, with glass dividing railings.

All notices of default, termination, and insurance coverages outlined in any other portion of this lease shall be binding for any of the extensions.

VIII.

Lessee agrees to indemnify the Lessor for any claim made by the Lessee's employees or by any other persons, for personal injury or property damage arising out of the Lessee's use of equipment on the premises or equipment brought onto the premises after the commencement of this Lease Agreement, which Lessee agrees to accept at all times during the term of this Agreement as is, where is, and the Lessor has no responsibility for its condition or state of repair. Lessee agrees not to remove from the Lessor's premises any equipment or property located on the leased premises at the commencement of this Lease, except as authorized in writing by the Lessor.

IX.

Before exercising any remedies for breach, default or failure to perform under this Lease Agreement, the defaulting party shall be given thirty (30) days written notice of such default or failure to perform. If the act is such that it cannot be cured within a thirty (30) day period, this period may be extended upon written agreement of the parties, providing that the defaulting party commences to cure such default within said 30 day period and proceeds diligently thereafter to effect such cure.

X.

In the event either party institutes legal proceedings against the other for breach of this Lease Agreement, the party against whom a judgment is entered shall pay all reasonable costs and expenses relative thereto, including reasonable attorney fees.

IN WITNESS WHEREOF, the parties hereby have executed this Lease Agreement.

Attest:

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation, Lessor

RaNae Edwards, City Clerk

By: _____
Margaret Hornady, Mayor

Approved as to form by City Attorney _____
Approved by Resolution 2010- _____

STATE OF NEBRASKA)
) SS.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by Margaret Hornady, Mayor on behalf of the City of Grand Island, Nebraska, a municipal corporation.

Notary Public

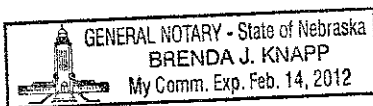
GRAND ISLAND TENNIS ASSOCIATION,
Lessee

By: _____
Matt Westfall, President

By: _____
Phil Maltzahn, Secretary

STATE OF NEBRASKA)
) SS.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this 10th day of May, 2010, by Matt Westfall, President of the Grand Island Tennis Association.



Brenda J. Knapp
Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this 10th day of May, 2010,
by Phil Maltzahn, Secretary of the Grand Island Tennis Association.



Brenda J. Knapp
Notary Public

RESOLUTION 2010-146

WHEREAS, the Grand Island Racquet Center has been operated by the City of Grand Island since February, 1984; and

WHEREAS, the City Council recommended that the Racquet Center situation be reviewed with specified goals for the facility and that requests for proposals be solicited to accomplish those goals; and

WHEREAS, the City of Grand Island invited proposals for Management and Operation of the Racquet Center; and

WHEREAS, on March 11, 2010, proposals were received, reviewed and evaluated in accordance with established criteria; and

WHEREAS, the Grand Island Tennis Association in Grand Island, Nebraska, submitted a proposal in accordance with the terms of the request for proposal being a five-year lease with five additional one (1) year renewal options containing a financial commitment for annual improvements to the facility; and

WHEREAS, a Lease Agreement has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of the Grand Island Tennis Association for management and operation of the Racquet Center is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor be, and hereby is, authorized and directed to sign on behalf of the City of Grand Island, a Lease Agreement by and between the City and the Grand Island Tennis Association, for such project.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 25, 2010.

Margaret Hornady, Mayor

Attest:

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

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 25, 2010

Council Session

Item J1

Approving Payment of Claims for the Period of May 12, 2010 through May 25, 2010

The Claims for the period of May 12, 2010 through May 25, 2010 for a total amount of \$3,656,236.61. A MOTION is in order.

Staff Contact: Mary Lou Brown



City of Grand Island

Tuesday, May 25, 2010

Council Session

Item J2

**Approving Payment of Claims for the Period of May 11, 2010
through May 25, 2010 for the Veterans Athletic Field Complex**

*The Claims for the Veterans Athletic Field Complex for the period of April 28, 2010 through
May 25, 2010 for the following requisitions.*

#18 \$117,609.70

A MOTION is in order.

Staff Contact: Mary Lou Brown

FORM OF REQUISITION

REQUISITION NO. 18

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>
Diamond Engineering Co.	PO Box 1327 Grand Island, NE 68802	\$81,028.55	Utility improvement
Ensley Electrical Services Inc	PO Box 5822 Grand Island, NE 68801	\$10,750.00	Install power and control conduits for future scoreboard
Ensley Electrical Services Inc	PO Box 5822 Grand Island, NE 68801	\$25,831.15	Ball field lighting

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 14 day of May,
2010.

CITY OF GRAND ISLAND,
NEBRASKA, as Owner

By Mary Lou Brown
Owner Representative

Schedule of Bills

Vendor

<u>Org</u>	<u>Object</u>	<u>Name/Number</u>	<u>Description</u>	<u>Invoice</u>	<u>PO #</u>	<u>WO#</u>	<u>Check #</u>	<u>Amount</u>
40044450	90027	MISCELLANEOUS PARK PROJECTS						
	1	8113 CLEARY BUILDING CORP	POST FRAME BUILDING	2009386700	21564		156118	19,762.00
	90122	ATHLETIC COMPLEX						
	1	154 DIAMOND ENGINEERING CO	UTILITY IMPROVEMENT VETS FIELD	04/30/10 PMT 4	22116		156136	81,028.55
	1	180 ENSLEY ELECTRIC SERVICES INC	BALL FIELD LIGHTING VETS FIELD	PMT #6	22119		156149	25,831.15
	1	180 ENSLEY ELECTRIC SERVICES INC	INSTALL CONDUIT FOR SCOREBOARD	4143	22575		156149	10,750.00

40044450 Org Total 137,371.70

COPY



CONTRACTOR:
DIAMOND ENGINEERING CO.
P.O. BOX 1327
GRAND ISLAND, NE 68802

CITY OF GRAND ISLAND, NEBRASKA

PAYMENT NO.

4

DATE:

4/29/2010

UTILITY IMPROVEMENTS VETERANS ATHLETIC FIELD

Item No.	Description	Price Bid	Plan Quantities	Total Cost	Quantities Placed	Total Amount Completed	Amt. Paid Prev. Est.	Total Due This Est.
BID SECTION D - STORM SEWER								
1	Type D Modified Curb Inlet	\$ 1,605.00	1 e.a.	\$ 1,605.00	0.00 e.a.	\$ -	\$ -	\$ -
2	Area Inlet	\$ 1,445.00	3 e.a.	\$ 4,335.00	3.00 e.a.	\$ 4,335.00	\$ 4,335.00	\$ -
3	24" Reinforced Concrete Flared End Section	\$ 695.00	1 e.a.	\$ 695.00	e.a.	\$ -		\$ -
4	15" Reinforced Concrete Storm Sewer Pipe	\$ 27.00	254 l.f.	\$ 6,858.00	250.00 l.f.	\$ 6,750.00	\$ 6,750.00	\$ -
5	18" Reinforced Concrete Storm Sewer Pipe	\$ 33.30	550 l.f.	\$ 18,315.00	540.00 l.f.	\$ 17,982.00	\$ 17,982.00	\$ -
6	24" Reinforced Concrete Storm Sewer Pipe	\$ 47.35	100 l.f.	\$ 4,735.00	l.f.	\$ -		\$ -
7	Silt Fence	\$ 4.35	192 l.f.	\$ 835.20	l.f.	\$ -		\$ -
8	Erosion Control Blanket	\$ 9.65	40 s.y.	\$ 386.00	s.y.	\$ -		\$ -
BID SECTION E - WATER MAIN								
1	12" D.I. Water Main (CO #2 dated 3/23/2010 increased from 432 l.f. to 654 l.f. for a difference of 222 l.f.)	\$ 30.30	654 l.f.	\$ 19,816.20	600.00 l.f.	\$ 18,180.00		\$ 18,180.00
1a	10" D.I. Water Main (CO #2 dated 3/23/2010 add on)	\$ 36.75	8 l.f.	\$ 294.00	8.00 l.f.	\$ 294.00		\$ 294.00
2	8" D.I. Water Main (CO #2 dated 3/23/2010 decreased from 941 l.f. to 826 l.f. for a difference of 115 l.f.)	\$ 21.20	826 l.f.	\$ 17,511.20	800.00 l.f.	\$ 16,960.00		\$ 16,960.00
3	6" D.I. Water Main (CO #2 dated 3/23/2010 decreased from 29 l.f. to 17 l.f. for a difference of 12 l.f.)	\$ 18.00	17 l.f.	\$ 306.00	17.00 l.f.	\$ 306.00		\$ 306.00
4	Jack and Bore 18" Steel Casing (CO #2 dated 3/23/2010 decreased from 40 l.f. to 0 l.f. for a difference of 40 l.f.)	\$ 255.83	0 l.f.	\$ -	l.f.	\$ -		\$ -
4a	Jack and Bore 24" Steel Casing (CO #2 dated 3/23/2010 add on)	\$ 420.22	40 l.f.	\$ 16,808.80	40 l.f.	\$ 16,808.80	\$ 16,808.80	\$ -
5	12" Tapping Saddle and Valve w/box (CO #2 dated 3/23/2010 decreased from 4640 ea to 0 for a difference of 4640.00 ea)	\$ 4,640.00	0 e.a.	\$ -	e.a.	\$ -		\$ -
5a	10" x 10" MJ Tee (CO #2 dated 3/23/2010 add on)	\$ 1,523.12	1 e.a.	\$ 1,523.12	1 e.a.	\$ 1,523.12		\$ 1,523.12
5b	10" x 12" MJ Reducer (CO #2 dated 3/23/2010 add on)	\$ 332.79	1 e.a.	\$ 332.79	1 e.a.	\$ 332.79		\$ 332.79
5c	10" Sleeve Coupling (CO #2 dated 3/23/2010 add on)	\$ 556.26	2 e.a.	\$ 1,112.52	2 e.a.	\$ 1,112.52		\$ 1,112.52
6	12"x8" M.J. Tee	\$ 384.25	1 e.a.	\$ 384.25	1.00 e.a.	\$ 384.25		\$ 384.25
7	12"x6" M.J. Tee	\$ 353.50	1 e.a.	\$ 353.50	1.00 e.a.	\$ 353.50		\$ 353.50
7a	12" Retainer Gland (CO #2 dated 3/23/2010 add on)	\$ 195.98	8 e.a.	\$ 1,567.84	8 e.a.	\$ 1,567.84		\$ 1,567.84
8	12" M.J. Cap	\$ 287.15	1 e.a.	\$ 287.15	1.00 e.a.	\$ 287.15		\$ 287.15

BID SECTION G - ELECTRICAL CONDUIT									
1	4" P.V.C. Conduit	\$ 6.00	1389 l.f.	\$ 8,334.00	l.f.	\$ -		\$ -	
2	2" P.V.C. Conduit	\$ 1.76	1353 l.f.	\$ 2,381.28	l.f.	\$ -		\$ -	
	(CO #1 dated 2/9/2010 increased from 403 l.f. to 1353 l.f. for a difference of 950 l.f.)								
3	Type 1 Pull Box	\$ 560.00	9 e.a.	\$ 5,040.00	e.a.	\$ -		\$ -	
	(CO #1 dated 2/9/2010 increased from 4 e.a. to 9 e.a. for a difference of 5 e.a.)								
TOTAL PROJECT COST:				\$ 212,665.60		\$ 141,339.01	\$ 56,045.80	\$ 85,293.21	
5% Retainage								\$ (4,264.66)	
TOTAL DUE THIS PAYMENT								\$ 81,028.55	
DIAMOND ENGINEERING CO.					CITY OF GRAND ISLAND				
Signed	<i>Paul J. Gering</i>			Date	4/30/10			Signed	Date

Voucher #

PO #	22116
Vendor #	154
Invoice #	04/29/10 PMT 4
Description	Utility Improvements #4
Approved by	<i>CA</i>
Org-obj#	40044450-90122
Date	4-30-10
Amount	81,028.55

Ensley Electrical Services, Inc.

PO Box 5822

Grand Island, NE 68802




Phone (308) 382-8432 * Fax (308) 395-8102

Invoice

Date	Invoice #
4/26/2010	4143

City of Grand Island
Parks Administration
PO Box 1968
Grand Island, NE 68801

P.O. No.	TERMS
3806	Due on receipt

Description	Amount																
City of Grand Island PURCHASE ORDER #22575-00 Install power and control conduits for future scoreboard installation at the new Veteran's Athletic Field Complex—per bid Voucher # <table><tr><td>PO #</td><td>22575</td></tr><tr><td>Vendor #</td><td>180</td></tr><tr><td>Invoice #</td><td>4143</td></tr><tr><td>Description</td><td>Install Control Conduits for scoreboards</td></tr><tr><td>Approved by</td><td></td><td>Date</td><td>4-30-10</td></tr><tr><td>Org-obj#</td><td>40044450-90122</td><td>Amount</td><td>10,750.00</td></tr></table>	PO #	22575	Vendor #	180	Invoice #	4143	Description	Install Control Conduits for scoreboards	Approved by		Date	4-30-10	Org-obj#	40044450-90122	Amount	10,750.00	10,750.00
PO #	22575																
Vendor #	180																
Invoice #	4143																
Description	Install Control Conduits for scoreboards																
Approved by		Date	4-30-10														
Org-obj#	40044450-90122	Amount	10,750.00														
We appreciate your business! Please pay from this invoice---no statement will be sent.																	
TERMS: Finance charges will be added to all invoices not paid within 15 days of invoice date.																	
Balance Due \$10,750.00																	



100 E 1st St * PO Box 1968 * Grand Island NE 68802-1968
(308) 385-5444 Ext 193

Purchase Order

Fiscal Year 2010

Page 1 of 1

B
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T
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PARKS ADMINISTRATION
100 E 1ST ST
PO BOX 1968
GRAND ISLAND, NE 68801
308-385-5444 EXT 290
308-385-5488 FAX

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS

Purchase
Order #

22575-00

V
E
N
D
O
R

ENSLEY ELECTRIC SERVICES INC
PO BOX 5822
GRAND ISLAND NE 68802-5822

S
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PARKS ADMINISTRATION
100 E 1ST ST
PO BOX 1968
GRAND ISLAND, NE 68801
308-385-5444 EXT 290
308-385-5488 FAX

Federal Tax ID #47-6006205 State Tax ID # 21-0244767

Vendor Phone Number		Vendor Fax Number	Requisition Number		Delivery Reference	
		(308) 395-8102	22051			
Date Ordered	Vendor Number	Entered By	Requested By		Department/Location	
04/13/2010	180	pattib	Patti Buettner		PARKS & RECREATION	
Item#	Description/Part No.		Qty	UOM	Unit Price	Extended Price
-	INSTALL POWER AND CONTROL CONDUITS FOR FUTURE SCOREBOARD INSTALLATION AT THE NEW VETERANS ATHLETIC FIELD COMPLEX AS PER BID. 40044450 - 90122 \$10,750.00		1.0	JOB	\$10,750.000	\$10,750.00
	40044450 - 90122 \$10,750.00					

The City of Grand Island is an Affirmative Action/Equal Opportunity Employer

PO Total

\$10,750.00

CONTINUATION SHEET

[illegible]

Description	Payment to Ball Field Lighting
Approved by	<i>[Signature]</i>
Org-obj#	Page 4 - 30-10 Amount

#00-0011
4004450-90122

25,831.15

Page 1 of 2 Pages

Project: Vet's Athletic Field Complex
PO #
App. # 6
Period To: 5/1/2010

CONTRACTOR'S APPLICATION FOR PAYMENT

<u>Change Order Summary</u>					
			Additions	Deductions	
Approved This Month					
#	Date				
Totals			\$ -		\$ -
NET CHANGE ORDERS					
					\$

The undersigned Contractor certifies that to the best of the Contractor's knowledge and belief the work covered by this Application for Payment has been completed in accordance with the contract documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

Contractor: Ensley Electrical Services, Inc.
By: Michael Nelson Date: 4-27-10
Title: Secretary / Treasurer


Contractor's Certificate of Payment

In accordance with the Contract Documents, based on on-site observations and the date comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief, the work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

1. Original Contract Sum	\$ 231,277.00
2. Net Change by Change Orders	\$ -
3. Contract Sum To Date (Line 1+2)	<u>\$ 231,277.00</u>
4. Total Complete & Stored to Date column G on next page	<u>\$ 206,242.00</u>
5. Retainage	\$ (11,563.85)
6. Total Earned Less Retainage	<u>\$ 194,678.15</u>
7. Less Previous Certs. For Payment	<u>\$ (168,847.00)</u>
8. Current Payment Due	<u>\$ 25,831.15</u>
9. Balance To Finish, Plus Retainage (line 8 less 6)	<u>\$ 36,598.85</u>

State of: Nebraska
County of: Hall
Subscribed and sworn to before me this 27th day of April, 2010
Notary Public: Marcia R. Zimmerman

My Commission expires: _____



GENERAL NOTARY - State of Nebraska
MARCIA R. DAWMANN
 My Comm. Exp. June 11, 2012

(Attach explanation if amount certified differs from the amount applied for)

ARCHITECT:

By: _____ Date: _____

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the owner or Contractor under this contract.



City of Grand Island

Tuesday, May 25, 2010

Council Session

Item J3

Approving Payment of Claims for the Period of April 28, 2010 through May 25, 2010 for the State Fair Recreation Building

The Claims for the Period of April 28, 2010 through May 25, 2010 for the State Fair Recreational Building for the following requisitions:

#18 \$306,000.00

A MOTION is in order.

Staff Contact: Mary Lou Brown

Exhibit A to Escrow Agreement
(FORM OF PAYMENT REQUEST)

Payment Request No. 018

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>
Sampson Construction Co.	3730 So. 14 th Street Lincoln, NE 68502	\$306,000.00	Primarily masonry and HVAC

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;

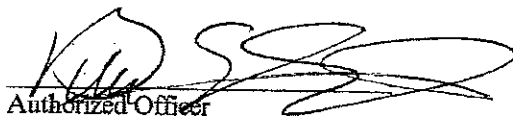
(b) an insurance certificate showing coverages as required by the Lease if such insurance certificate has not been previously provided by Lessee to the Lessor.

LESSEE:

THE CITY OF GRAND
ISLAND, NEBRASKA

By: Mary Jane Brown
Title: Finance Director
Date: 5/11/10

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)

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER: Nebraska State Fair Board
P.O. Box 1387
Grand Island, NE 68802

FROM CONTRACTOR:
Sampson Construction Co., Inc.
3730 So. 14th St.
Lincoln, NE 68502

CONTRACT FOR: General

PROJECT: Nebraska State Fair Park
Fonner Park - Grand Island, Nebraska
Exhibition Building 3
VIA: Chad Vogel
Davis Design, Inc.
211 North 14th Street
Lincoln, NE 68508

APPLICATION NO 9

PERIOD TO: 4/30/2010

PROJECT NOS: 09028

CONTRACT DATE: 7/10/09

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 3,972,000.00
2. Net change by Change Orders	\$ 586,543.00
3. TOTAL CONTRACT SUM TO DATE (Line 1 + 2)	\$ 4,558,543.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 3,115,000.00

5. RETAINAGE:	
a. 10 % of Completed Work (Column D + E on G703)	311,500.00
b. % of Stored Material (Column F on G703)	\$
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 311,500.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 2,803,500.00
8. CURRENT PAYMENT DUE	\$ 2,497,500.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 306,000.00
	\$ 1,755,043.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$586,543.00	
Total approved this Month		
TOTALS	\$586,543.00	\$0.00
NET CHANGES by Change Order	\$586,543.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Sampson Construction Co., Inc.

By: [Signature] Date: 4-29-10

State of: Nebraska County of: Lancaster
Subscribed and sworn to before me this 29th day of April 2010
Notary Public: Julie A. Scheele My Commission expires: 5-14-2012
GENERAL NOTARY - State of Nebraska
JULIE A. SCHEELE
My Comm. Exp. May 14, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 306,000

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT: Davis Design, Inc.

By: [Signature] Date: 5-3-10

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 9

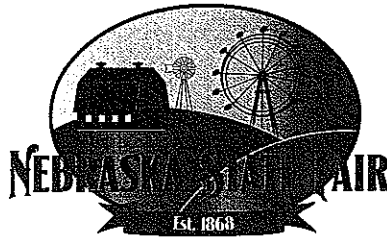
APPLICATION DATE: 4/29/2010

PERIOD TO: 4/30/2010

09028

NEBRASKA STATE FAIR PARK, FONNER PARK, GRAND ISLAND, NEBRASKA

NEBRASKA STATE FAIR PARK, TOWNER PARK, GRAND ISLAND, NEBRASKA											
A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE		D WORK COMPLETED		E		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
	EXHIBITION BUILDING #3										
1	FOUNDATIONS	220,000		220,000					220,000	100%	22,000
2	SLABS	245,000		15,000		30,000			45,000	18%	4,500
3	PRECAST	60,000		60,000					60,000	100%	6,000
4	MASONRY	380,000		330,000		50,000			380,000	100%	38,000
5	STEEL	75,000		65,000					65,000	87%	6,500
6	CARPENTRY	45,000							45,000		0
7	SEALANTS	15,000							15,000		0
8	HM/DOORS/HARDWARE	125,000							125,000		0
9	ALUMINUM & GLASS	140,000							140,000		0
10	OVERHEAD DOORS	15,000							15,000		0
11	METAL STUDS/DRYWALL	65,000		10,000					20,000	31%	2,000
12	ACT	18,000							18,000		0
13	PAINTING	52,000							52,000		0
14	FLOOR SEALER	24,000							24,000		0
15	SPECIALTIES	34,000							34,000		0
16	METAL BUILDING-MATERIAL	610,000		610,000					610,000	100%	61,000
17	METAL BUILDING-INSULATION	85,000		85,000					85,000	100%	8,500
18	METAL BUILDING-ERECTION	340,000		310,000		30,000			340,000	100%	34,000
19	FIRE SPRINKLER	130,000		65,000		10,000			75,000	58%	7,500
20	HVAC	290,000		130,000		60,000			190,000	66%	19,000
21	PIPING	300,000		260,000		40,000			260,000	87%	26,000
22	ELECTRICAL	399,000		190,000					230,000	58%	23,000
23	PAYMENT & PERFORMANCE BOND	25,000		25,000					25,000	100%	2,500
24	GENERAL CONDITIONS	280,000		140,000		20,000			160,000	57%	16,000
25	CHANGE ORDER #1	342,893		180,000		60,000			240,000	70%	24,000
26	CHANGE ORDER #2	239,337		80,000		30,000			110,000	46%	11,000
27	CHANGE ORDER #3	4,313								4,313	0
	GRAND TOTALS	4,558,543		2,775,000		340,000		0	3,115,000	68%	311,500



May 5, 2010

Mary Lou Brown
100 East First Street
PO Box 1968
Grand Island, NE 68802

Dear Ms. Brown,

Enclosed you will find invoices that have been approved by Davis Design and myself. I am forwarding these on to you for your approval and payment.

Please do not hesitate to contact myself with any questions you might have regarding these invoices.

Thank you,

Joseph McDermott
Executive Director



ARCHITECTURE
ENGINEERING
INTERIOR DESIGN

Principals:

JON P. DALTON, PE
MATTHEW C. METCALF, AIA
WADE W. STANGE, AIA
MICHAEL A. WACHAL, PE

Associate Principal:

Michael D. Marsh, AIA

Senior Associates:

J. EDWARD BUKACEK, AIA
RONALD G. HACKETT, AIA
DAN L. HEMSATH
BRYCE G. JOHNSON, MS PE
JAMES K. LUEDKE, PE
RENEE M. SHEIL
GREGORY T. SMITH, AIA
LEROY P. SVATORA, AIA

Lincoln:

211 NORTH 14TH STREET
LINCOLN, NEBRASKA 68508
PHONE: (402) 476-9700
FAX: (402) 476-9722

OMAHA:

4245 SOUTH 143RD STREET
SUITE 5
OMAHA, NEBRASKA 68137
PHONE: (402) 341-6600
FAX: (402) 341-6611

www.davisdesign.com

May 3, 2010

Nebraska State Fair Park
Attn: Joseph McDermott
P.O. Box 81223
Lincoln, NE 68501

**RE: State Fair Park – Fonner Park
Exhibition Building 3
Grand Island, Nebraska
Davis Design Project 08-0192**

Joseph,

Enclosed is Sampson Construction Co., Inc.'s. Application and Certification for Payment No.9 dated April 29, 2010.

Based upon our on-site observations, the work has progressed to the point indicated and to the best of our knowledge; the quality of the work is in accordance with the contract documents. Therefore, we recommend that payment be made to Sampson Construction Co., Inc. in the amount of \$306,000.00.

Please retain the "Owner" copy for your files and forward the "Contractor" copy together with your payment to Sampson Construction Co., Inc.

Please call me at our Lincoln office if you have any questions or concerns regarding this application for payment.

Sincerely,

DAVIS DESIGN

**Chad Vogel
Construction Administrator**

Enclosure

cc: Chad Vogel, Construction Administrator Files - Davis Design, Inc.
Leroy Savarta, Project Architect - Davis Design, Inc.
Nate Kastens, Project Manager – Sampson Construction Co., Inc.
Craig Gies, Executive Team – Sampson Construction Co., Inc.
Jon Thomas – Village Development

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER: Nebraska State Fair Board
P.O. Box 1387
Grand Island, NE 68802

FROM CONTRACTOR:
Sampson Construction Co., Inc.
3730 So. 14th St.
Lincoln, NE 68502

CONTRACT FOR: General

PROJECT: Nebraska State Fair Park
Fonner Park - Grand Island, Nebraska
Exhibition Building 3
VIA: Chad Vogel
Davis Design, Inc.
211 North 14th Street
Lincoln, NE 68508

APPLICATION NO 9

PERIOD TO: 4/30/2010

PROJECT NOS: 09028

CONTRACT DATE: 7/10/09

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 3,972,000.00

2. Net change by Change Orders \$ 586,543.00

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 4,558,543.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 3,115,000.00

5. RETAINAGE:

a. 10 % of Completed Work (Column D + E on G703) 311,500.00

b. % of Stored Material (Column F on G703) \$

Total Retainage (Lines 5a + 5b or Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)

\$ 311,500.00

\$ 2,803,500.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

\$ 2,497,500.00

\$ 306,000.00

\$ 1,755,043.00

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$586,543.00	
Total approved this Month		
TOTALS	\$586,543.00	\$0.00
NET CHANGES by Change Order	\$586,543.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Sampson Construction Co., Inc.

By:

Date:

State of: Nebraska

County of: Lancaster

Subscribed and sworn to before me this 29th day of April 2010

Notary Public: Julie A. Scheele

My Commission expires: 5-14-2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 306,000

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Davis Design, Inc.

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 9

APPLICATION DATE: 4/29/2010

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 4/30/2010

Use Column I on Contracts where variable retainage for line items may apply.

PROJECT NO: 09028

NEBRASKA STATE FAIR PARK, FONNER PARK, GRAND ISLAND, NEBRASKA

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
	EXHIBITION BUILDING #3							
1	FOUNDATIONS	220,000	220,000			220,000		22,000
2	SLABS	245,000	15,000	30,000		45,000	200,000	4,500
3	PRECAST	60,000	60,000			60,000		6,000
4	MASONRY	380,000	330,000	50,000		380,000		38,000
5	STEEL	75,000	65,000			65,000	10,000	6,500
6	CARPENTRY	45,000					45,000	0
7	SEALANTS	15,000					15,000	0
8	HM/DOORS/HARDWARE	125,000					125,000	0
9	ALUMINUM & GLASS	140,000					140,000	0
10	OVERHEAD DOORS	15,000					15,000	0
11	METAL STUDS/DRYWALL	65,000	10,000			20,000	45,000	2,000
12	ACT	18,000					18,000	0
13	PAINTING	52,000					52,000	0
14	FLOOR SEALER	24,000					24,000	0
15	SPECIAL TIES	34,000					34,000	0
16	METAL BUILDING-MATERIAL	610,000	610,000			610,000		61,000
17	METAL BUILDING-INSULATION	85,000	85,000			85,000		8,500
18	METAL BUILDING-ERECTION	340,000	310,000	30,000		340,000		34,000
19	FIRE SPRINKLER	130,000	65,000	10,000		75,000	55,000	7,500
20	HVAC	290,000	130,000	60,000		190,000	100,000	19,000
21	PIPING	300,000	260,000			260,000	40,000	26,000
22	ELECTRICAL	399,000	190,000	40,000		230,000	169,000	23,000
23	PAYMENT & PERFORMANCE BOND	25,000	25,000			25,000		2,500
24	GENERAL CONDITIONS	280,000	140,000	20,000		160,000	120,000	16,000
25	CHANGE ORDER #1	342,893	180,000	60,000		240,000	102,893	24,000
26	CHANGE ORDER #2	239,337	80,000	30,000		110,000	129,337	11,000
27	CHANGE ORDER #3	4,313					4,313	0
	GRAND TOTALS	4,558,543	2,775,000	340,000	0	3,115,000	1,443,543	311,500