
City of Grand Island



Tuesday, August 23, 2011

Council Session Packet

City Council:

Larry Carney
Linna Dee Donaldson
Scott Dugan
Randy Gard
John Gericke
Peg Gilbert
Chuck Haase
Mitchell Nickerson
Bob Niemann
Kirk Ramsey

Mayor:

Jay Vavricek

City Administrator:

Mary Lou Brown

City Clerk:

RaNae Edwards

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

Call to Order

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

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

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

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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

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, August 23, 2011

Council Session

Item C1

Recognition of Brian Sands, Street Supervisor with the Public Works Department for 45 Years of Service with the City of Grand Island

The Mayor and City Council will recognize Brian Sands Street Supervisor with the Public Works Department for 45 years of service with the City of Grand Island. Mr. Sands was hired on August 18, 1966 as a Laborer; was promoted to Utilities Worker II - Streets on August 1, 1970; Equipment Operator I on November 16, 1971; Equipment Operator II on February 1, 1975; Foreman I on November 10, 1975, Foreman II on February 10, 1991; and to his current position of Street Supervisor on November 1, 1992. We congratulate Mr. Sands for his dedication and service to the City of Grand Island.

Staff Contact: Mayor Vavricek

Forty Five Year Service Award

WE HEREBY EXPRESS OUR SINCERE APPRECIATION TO

BRIAN SANDS

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



[Signature]
Department Director

[Signature]
Mayor

8-4-11

Date

7-18-11

Date



City of Grand Island

Tuesday, August 23, 2011

Council Session

Item E1

**Public Hearing on Amendment to the Redevelopment Plan for
Property Located at 213 N. Ruby Avenue**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: August 23, 2011

Subject: Amendment to Redevelopment Plan for CRA Area #6

Item #'s: E-1

Presenter(s): Chad Nabity, AICP CRA Director

Background

In 2007, the Grand Island City Council declared property referred to as CRA Area #6 as blighted and substandard and approved a generalized redevelopment plan for the property. The generalized redevelopment plan authorized the use of Tax Increment Financing (TIF) for the acquisition of property, redevelopment of property, site preparation including demolition, landscaping and parking. TIF can also be used for improvements to and expansion of existing infrastructure including but not limited to: streets, water, sewer, drainage.

Token LLC, Todd and Kelly Enck, as the developer has submitted a proposed amendment to the redevelopment plan that would provide for site acquisition, demolition and construction of an existing single family home and subsequent construction of a duplex at 213 N Ruby in Grand Island, Nebraska.

The CRA reviewed the proposed development plan on July 27, 2011 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on August 3rd. 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 August 3rd. The Planning Commission approved Resolution 2011-03 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island.

Discussion

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

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area #6 and authorizes the CRA to execute a contract for TIF based on the plan amendment. The redevelopment plan for amendment permits site acquisition, demolition and construction of the existing single family home and subsequent construction of a duplex housing unit on the property at 213 N Ruby. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for an 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 \$43,255 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 #6
July 2011**

The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area #6 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 #6.

**Executive Summary:
Project Description**

THE DEMOLITION OF THE EXISTING SINGLE FAMILY HOUSE AT 213 N RUBY AND THE SUBSEQUENT SITE WORK, UTILITY IMPROVEMENTS, ENGINEERING, LANDSCAPING AND PARKING IMPROVEMENTS NECESSARY FOR REBUILDING A DUPLEX AT THIS LOCATION.

The use of Tax Increment Financing to aid in demolition of existing structures along with costs associated with redevelopment of this site with a new duplex. The use of Tax Increment Financing makes it affordable to provide additional housing in Grand Island at this location at a contract rent that is consistent with the neighborhood. This project would not be possible in an affordable manner without the use of TIF.

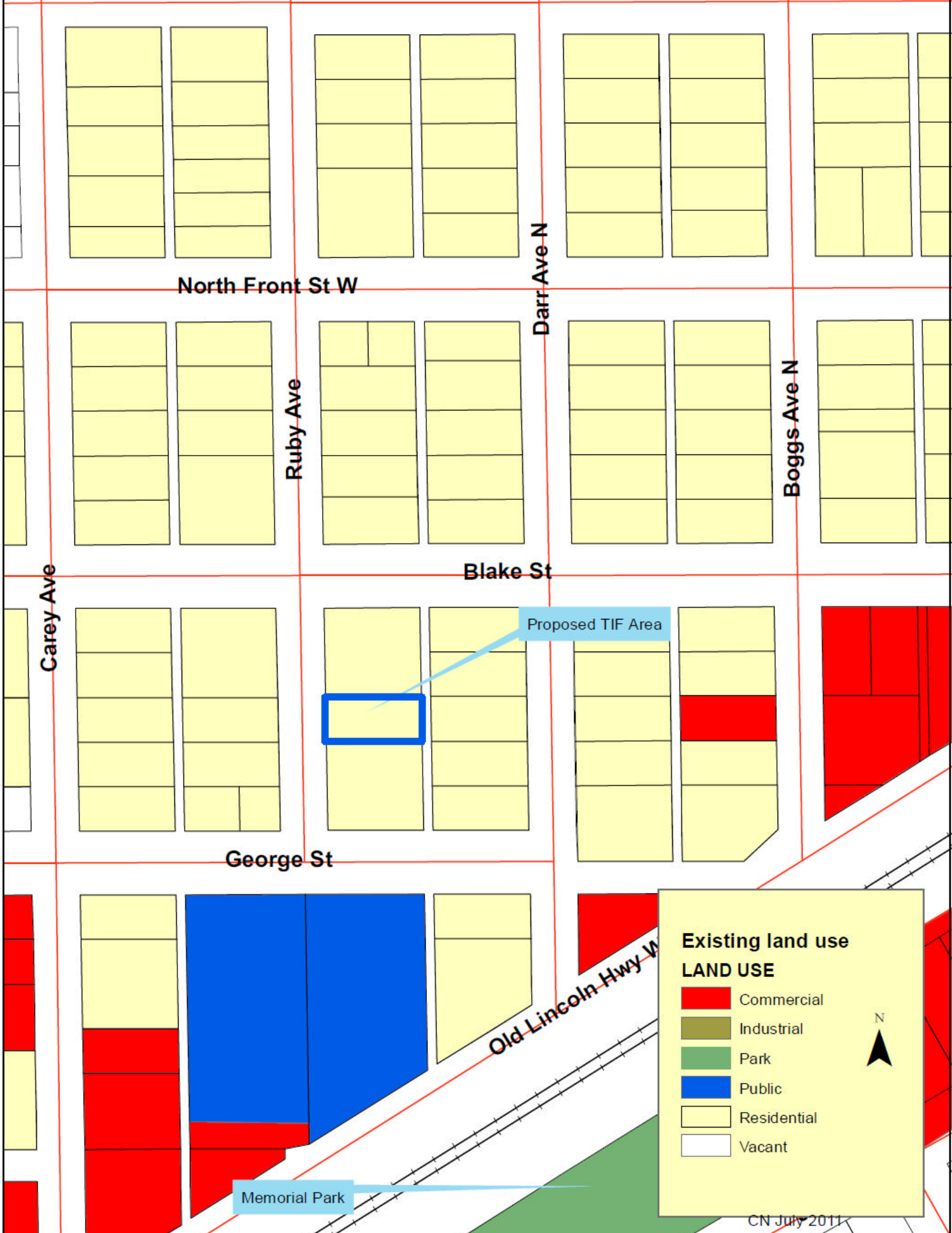
The site is owned by the developer and will be acquired for actual purchase price by a Limited Liability Corporation owned and controlled by the developer. All site work, demolition and utilities will be paid for by the developer. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the acquisition, site work and remodeling. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2012 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 northeast corner of 213 N Ruby in northeast Grand Island. The attached map identifies the subject property and the surrounding land uses:

- **Legal Descriptions** Lot 8 Block 31 of Packer and Barr’s Second Addition to the City of Grand Island.



North Front St W

Darr Ave N

Boggs Ave N

Blake St

Carey Ave

Ruby Ave

George St

Proposed TIF Area

Old Lincoln Hwy W

Memorial Park

Existing land use

LAND USE

- Commercial
- Industrial
- Park
- Public
- Residential
- Vacant

N

The tax increment will be captured for the tax years the payments for which become delinquent in years 2014 through 2028 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 development of a duplex housing unit at this location.

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, 2013.

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 October 9, 2007.[§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.

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

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

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

a. Land Acquisition:

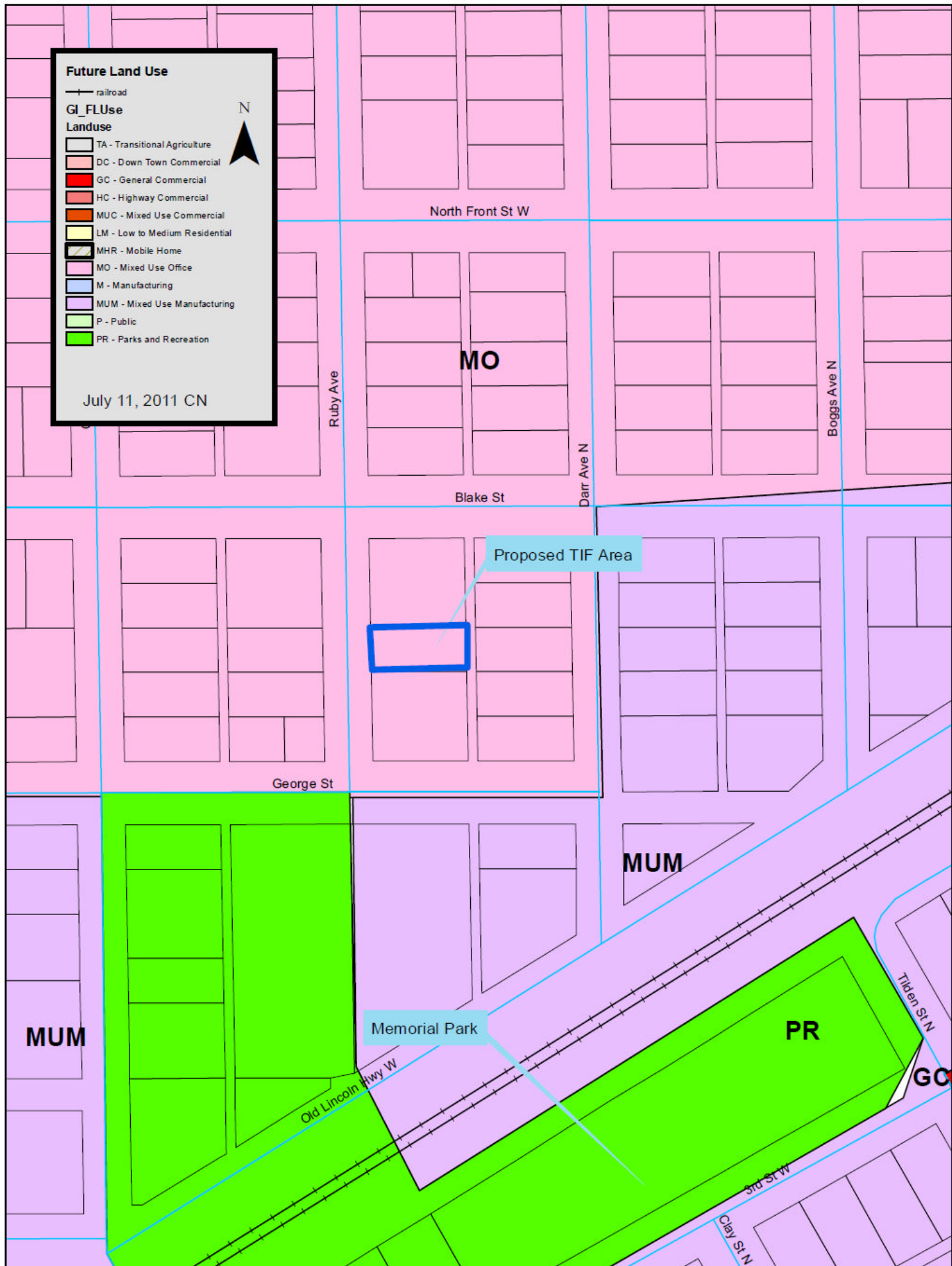
The Redevelopment Plan for Area #6 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority.

b. Demolition and Removal of Structures:

The project to be implemented with this plan does for the demolition and removal of an existing substandard housing unit at this location. The structure to be demolished is a vacant substandard residential structure owned by the applicant.

c. Future Land Use Plan

See the attached map from the 2004 Grand Island Comprehensive Plan. The site is planned for mixed-used 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 R4-High Density Residential zone. No zoning changes are anticipated with this project. No changes are anticipated in street layouts or grades. No changes are anticipated in building codes or ordinances. Nor are any other planning changes contemplated. [§18-2103(b) and §18-2111]

e. Site Coverage and Intensity of Use

The developer is proposing to remove the existing structures from the property. The R4 zoning district allows 1 dwelling unit per 1000 square feet of property. The size of the lot is 6720 square feet; enough to legally accommodate a duplex housing unit. The property is zoned R4 and could accommodate a building of up to 60% of the property area; allowable coverage would be about 4,032 square feet. The proposed units including the attached garages will cover about 2,400 square feet, well within the allowable coverage. [§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 services may 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 property, owned by the developer is currently vacant, no relocation is contemplated. [§18-2103.02]

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

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

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

The developer has purchased the property for this redevelopment in June of 2009. The cost of property acquisition \$24,377.55 is included as a TIF eligible expense. Costs for demolition, site preparation, landscaping and concrete \$18,872 portions of this as related to the demolition and site preparation are included as a TIF eligible expense. Engineering and design fees are estimated at \$1,400 and are included as a TIF eligible expense. Fees and reimbursement to the City and the CRA of \$2750 are included as a TIF eligible expense. Finance, interest and closing costs of \$2000 are included as a TIF eligible expense.

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 \$43,255 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, 2013 through December 2028.

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 and redevelopment of commercial lots. This will not significantly impact traffic at the Five Points intersection. Renovated commercial development will raise property values and provide a stimulus to keep surrounding properties properly maintained. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions.

8. Time Frame for Development

Development of this project (including demolition, site preparation and new construction) is anticipated to be completed between October 2011 and September of 2012. Excess valuation should be available for this project for 15 years beginning with the 2013 tax year.

9. Justification of Project

This is a residential neighborhood characterized by single family dwellings on smaller lots. The existing structure is considered badly worn by the Hall County Assessor and has a number of safety issues that cannot be fixed without the cost of the repairs exceeding the value of the building. The City of Grand Island is in need of additional housing units and this development will remove one very poor housing unit and replace it with 2 brand new units. 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.

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 \$14,500. The proposed demolition, and subsequent construction of a duplex at this location will result in an additional \$135,800 of taxable valuation based on an analysis by the Hall County Assessor's office. 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 with T.C. Enck Construction. It will have no impact on other firms locating or expanding in the area.

(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 project will not have a negative impact on other employers and will result in additional housing choices for employees 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 project will increase the available quality housing in Grand Island by a net of 2 units. The existing structure is worn out and not acceptable as a housing unit. These types of smaller projects spread throughout the city will have a less drastic impact on neighborhoods and schools than a centralized larger housing project.

This neighborhood has not had a great deal of new development in many years and some newer buildings, especially ones that replace worn out buildings are likely to raise all of the property values.

Time Frame for Development

Development of this project is anticipated to be completed during between October 1, 2011 and September 1 of 2012. The base tax year should be calculated on the value of the property as of January 1, 2012. Excess valuation should be available for this project for 15 years beginning in 2013. 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 \$43,255 the projected amount of increment based upon the anticipated value of the project and current tax rate. Based on the estimates of the expenses of the cost of demolition, site preparation, engineering, expenses and fees reimbursed to the City and CRA, and financing fees the developer will spend more than \$51,899 on TIF eligible activities.

See Attached Building Plans



BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name: TOKEN, LLC (proposed)
Address: 511 Fleetwood Circle Grand Island, NE 68803
Telephone No.: 308-380-1041
Fax No.: 308-382-7054
Contact: Todd Enck

Brief Description of Applicant's Business:

TOKEN, LLC is a real estate holding company formed by Todd and Kelly Enck
Todd Enck is a General Contractor, owner of T.C. Enck Builders, Inc. Kelly
Enck is a business banking officer for Platte Valley State Bank & Trust.

Present Ownership Proposed Project Site: 213 N Ruby Grand Island, NE 68803

Proposed Project: Building square footage, size of property, description of
buildings – materials, etc. Please attach site plan, if available.
Energy Efficient duplex with attached garages. 2 units are 980 sq ft each. Yards
landscaped and sprinklers installed. _____

If Property is to be Subdivided, Show Division Planned:

VI. Estimated Project Costs:

Acquisition Costs:

A. Land \$24,377.55

Purchase, Taxes, Interest _____

B. Building \$11,200.00

Demo, Tree Removal _____

Construction Costs:

A. Renovation or Building Costs: \$150,326.02

B. On-Site Improvements: \$ 7,672.00

Sidewalk, landscaping, sprinklers, sewer taps/water, survey, lot pins

Soft Costs:

A. Architectural & Engineering Fees: \$ 1,400.00

B. Financing Fees: \$ 2,000.00

Appraisal, closing costs (no interest) _____

C. Legal/Developer/Audit Fees: \$

D. Contingency Reserves: \$ 2,500.00

E. Other (Please Specify) \$ 2,750.00

TIF financing fees

TOTAL \$ 201,975.57

Total Estimated Market Value at Completion: \$ 150,316.00

Source of Financing:

A. Developer Equity: \$

B. Commercial Bank Loan: \$144,500.00

Tax Credits:

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

2. Historic Tax Credits \$

1 _____

D. Industrial Revenue Bonds: \$

E. Tax Increment Assistance: \$ 51,339.55

F. Other \$

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

T.C. Enck Builders, Inc. – General Contractor

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

$(\$150.316 \times .90) \times (.0211) - (\$296.60) = \$2,559.26$ 90% of estimated value x
Expected Annual Mil Levy less Current taxes being paid on real estate

Project Construction Schedule:

Construction Start Date: September 2011

Construction Completion Date: September 2012

If Phased Project:

_____ Year _____ %

Complete

_____ Year _____ %

Complete

XII. Please Attach Construction Pro Forma

XIII. Please Attach Annual Income & Expense Pro Forma

(With Appropriate Schedules)

TAX INCREMENT FINANCING REQUEST INFORMATION

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

Amount of Incremental Prospective Annual Real Estate Taxes over 2011 Real
Estate Taxes on the subject property for 15 years will be used to redevelop the
property.

Statement Identifying Financial Gap and Necessity for use of Tax Increment Financing
for Proposed Project: TIF is an important component in order for this project
to bridge the deficit between the actual cost of the project and the income
producing capability of the real estate. We feel that this project will add value to
a defined blighted area in the community as well as provide much needed quality
affordable rental housing.

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

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

Post Office Box 1958
Grand Island, Nebraska 68802-1958
Phone: 308 385-5240
Fax: 308 385-5423
Email: cnabity@grand-island.com

PROJECTED CASH FLOW FOR 213 N Ruby

Cash Flow Analysis	
Annual est. revenues @ 700/mo/unit	\$ 16,800.00
5% vacancy	\$ 840.00
Taxes	\$ 3,060.00
Maintenance	\$ 840.00
Miscellaneous/Mngt	\$ 300.00
Insurance	\$ 600.00
Net Income	\$ 11,160.00

Cash Flow Analysis	
Annual est. revenues @ 700/mo	\$ 16,800.00
5% vacancy	\$ 840.00
Taxes	TIF
Maintenance	\$ 840.00
Miscellaneous/Mngt	\$ 300.00
Insurance	\$ 600.00
Net Income	\$ 14,220.00

5/30 Debt Service (without TIF) @ 7.5%	\$ 12,120.00
Property DSCR	0.92

5/30 Debt Service (with TIF) @	\$ 12,120.00
Property DSCR	\$ 1.17

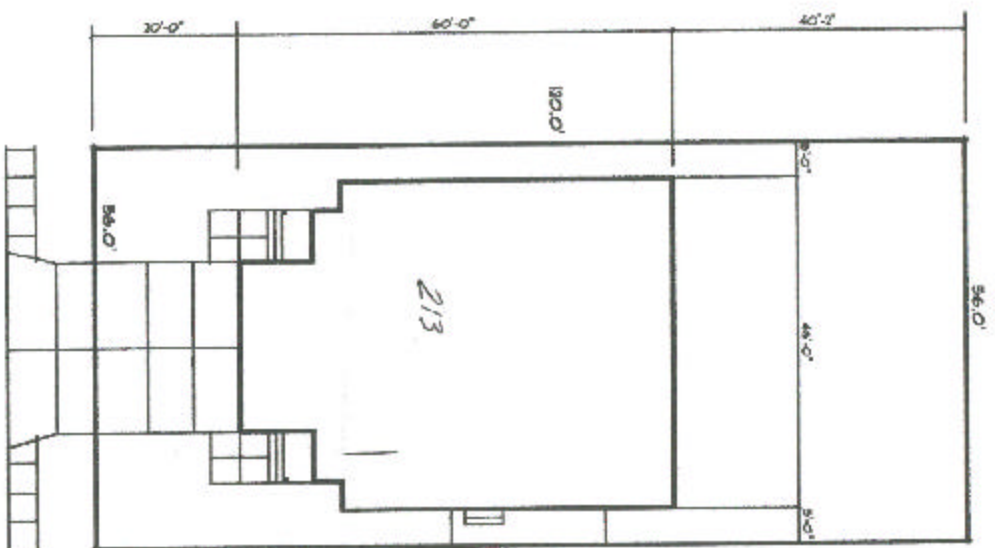
5/15 Debt Service (without TIF) @ 7.5%	\$ 16,080.00
Property DSCR	0.69

5/15 Debt Service (with TIF) @	\$ 16,080.00
Property DSCR	\$ 0.88

*DSCR= Debt Service Coverage Ratio

*Bank will require 1.25 DSCR-this can be accomplished only with TIF financing and additional downpayment by the owner

ALLEY



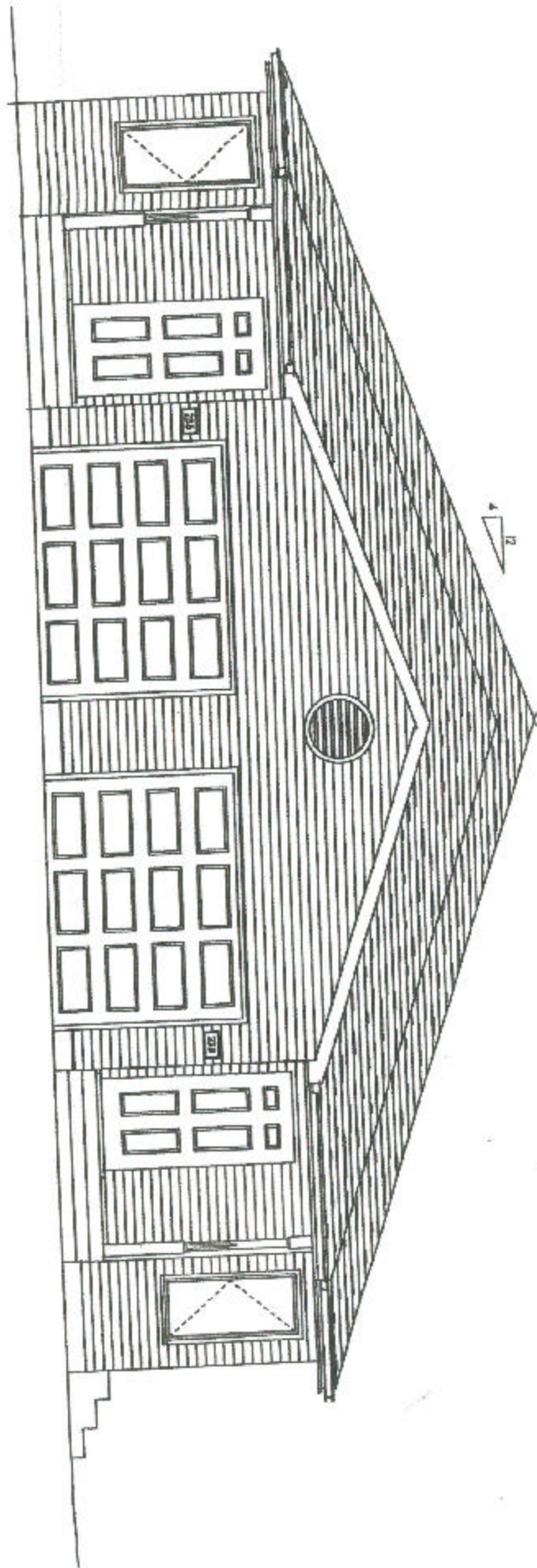
Ruby St

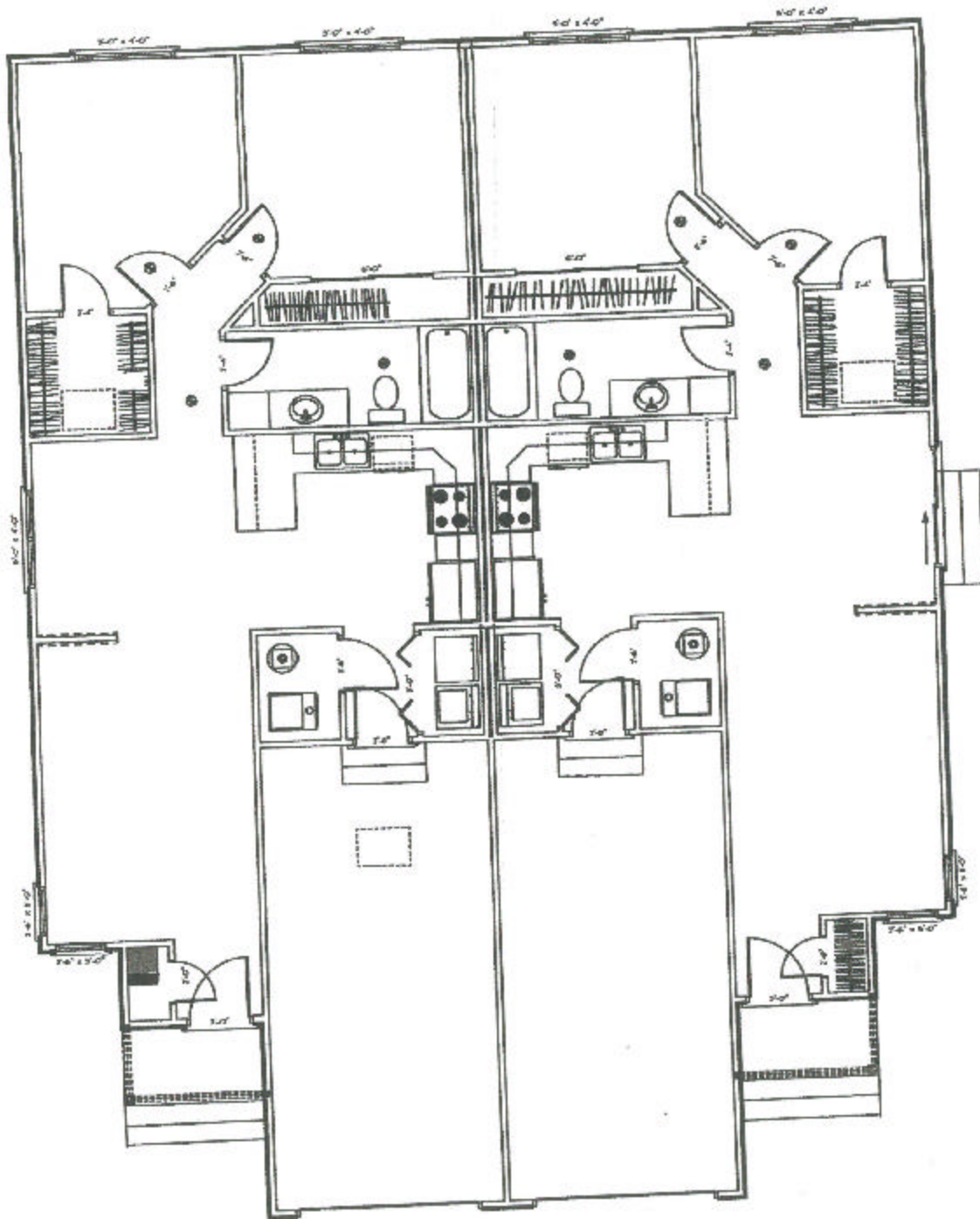
SITE PLAN

1" = 10.0'



FRONT ELEVATION





COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF GRAND ISLAND, NEBRASKA

RESOLUTION NO. 122

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

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

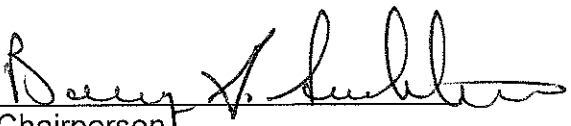
WHEREAS, the Authority is required by Section 18-2112 of the Act to submit said to the planning board having jurisdiction of the area proposed for redevelopment for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

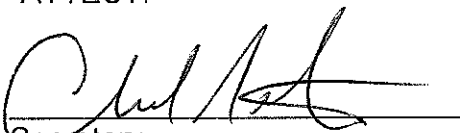
The Authority submits to the Hall County Regional Planning Commission the proposed Plan attached to this Resolution, for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska.

Passed and approved this 27th day of July, 2011.

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

By 
Chairperson

ATTEST:


Secretary

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

RESOLUTION NO. 125

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 #6, from Token, 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 #6;

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 27th day of July, 2011.

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
GRAND ISLAND, NEBRASKA

By 
Chairperson

ATTEST:


Secretary

Resolution Number 2011 - 03

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: August 3rd 2011.

HALL COUNTY REGIONAL PLANNING
COMMISSION

ATTEST:

By: _____
Chair

Spencer Bolthausen Vice Chair

By: _____

Leslie E. Ruge
Secretary

EXHIBIT A

FORM OF REDEVELOPMENT PLAN

REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the ____th day of _____, 2010, by and between the Community Redevelopment Authority of the City of Grand Island, Nebraska (“**Authority**”), and Token, LLC, a limited liability company (“**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, Authority 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 fully described in application of the Redeveloper to the Authority for assistance and the Redevelopment Plan Amendment, related to the application, approved by the Governing Body incorporated herein by reference and, as used herein, shall include the Redevelopment Area real estate.

“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 C.

“Redeveloper” means Token, LLC, a 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, 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 the note incurred by the Authority pursuant to Article III hereof and secured in whole or in part by TIF Revenues, as shown on attached Exhibit B.

“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 Construction 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 an individual, having the power to enter into this Redevelopment Contract and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Contract.

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

(c) There is no litigation pending or to the best of its knowledge threatened 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.

(h) The Redeveloper hereby verifies it has been legally obligated to incur the costs set forth on Exhibit C as part of the Project.

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: Lot 8 Block 31 of Packer and Barr's Second Addition 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, 2012.

(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

Execute and deliver to the Redeveloper, as Purchaser, at closing, the Redevelopment Note in substantially the same form as the copy attached hereto as Exhibit B. The purchase price of the TIF Indebtedness shall 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 B, 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 from time to time.

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 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 C in an amount at least equal to the grant to Redeveloper pursuant to Section 3.05.

Section 4.03 Costs.

Redeveloper shall pay the Authority the following sums on execution of this agreement:

- a. \$1,250 for legal expenses of Authority
- b. \$1,000 for City administrative accounting of incremental tax payments.
- c. \$500 for City application/processing fees.

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 Hundred Fifty Thousand Dollars (\$150,000) no later than January 1, 2013. 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 Hundred Fifty Thousand Dollars (\$150,000) 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 offset such purchase against the grant provided in Section 3.04 hereof.

Section 4.09 Penal Bond.

The Redeveloper 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.

Section 4.10 Immigration Status.

Redeveloper agrees that any contractor providing services on the Project site will utilize the federal immigration verification system, as defined in Section 4-114, Reissue Revised Statutes of Nebraska, (Supp. 2009), to determine the work eligibility status of new employees physically performing services on the Project.

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, 2013, 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 or 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, Authority 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

Token, LLC

Managing Member

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 _____, Managing Member of Token, LLC, on behalf of the company.

Notary Public

EXHIBIT A

DESCRIPTION OF REDEVELOPMENT AREA

Lot 8 Block 31 of Packer and Barr's Second Addition to the City of Grand Island, Hall County, Nebraska.

A-I

EXHIBIT B
FORM OF TIF INDEBTEDNESS

EXHIBIT C

PROJECT COSTS

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

1. Acquisition	\$24,377.55
2. Demolition	\$11,200.00
3. Site preparation and concrete	\$ 7,672.00
4. Plan preparation	\$ 2,000.00
5. Finance & Closing	\$ 2,000.00
6. Architectural	\$ 1,400.00
6. Authority costs	<u>\$ 2,750.00</u>
TOTAL	\$51,399.55



City of Grand Island

Tuesday, August 23, 2011

Council Session

Item E2

**Public Hearing on Amendment to the Redevelopment Plan for
Property Located at 1822 West 13th Street**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: August 23, 2011

Subject: Amendment to Redevelopment Plan for CRA Area #6

Item #'s:

Presenter(s): Chad Nabity, AICP CRA Director

Background

In 2007, the Grand Island City Council declared property referred to as CRA Area #6 as blighted and substandard and approved a generalized redevelopment plan for the property. The generalized redevelopment plan authorized the use of Tax Increment Financing (TIF) for the acquisition of property, redevelopment of property, site preparation including demolition, landscaping and parking. TIF can also be used for improvements to and expansion of existing infrastructure including but not limited to: streets, water, sewer, drainage.

Arnold Wenn, as the developer has submitted a proposed amendment to the redevelopment plan that would provide for site acquisition, demolition and construction of an existing single family home and subsequent construction of a duplex at 1822 W 13th Street in Grand Island, Nebraska.

The CRA reviewed the proposed development plan on July 27, 2011 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on August 3rd. 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 August 3rd. The Planning Commission approved Resolution 2011-02 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island.

Discussion

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

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area #6 and authorizes the CRA to execute a contract for TIF based on the plan amendment. The redevelopment plan for amendment permits site acquisition, demolition and construction of the existing single family home and subsequent construction of a duplex housing unit on the property at 1822 W 13th Street. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for as eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. The total tax increment financing allowed for this project may not exceed \$46,950 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 #6
July 2011**

The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area #6 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 #6.

**Executive Summary:
Project Description**

THE DEMOLITION OF THE EXISTING SINGLE FAMILY HOUSE AT 13TH AND HUSTON STREETS AND THE SUBSEQUENT SITE WORK, UTILITY, ENGINEERING, LANDSCAPING AND PARKING IMPROVEMENTS NECESSARY FOR REBUILDING A DUPLEX AT THIS LOCATION.

The use of Tax Increment Financing to aid in demolition of existing structures along with costs associated with redevelopment of this site with a new duplex. The use of Tax Increment Financing makes it affordable to provide additional housing in Grand Island at this location at a contract rent that is consistent with the neighborhood. This project would not be possible in an affordable manner without the use of TIF.

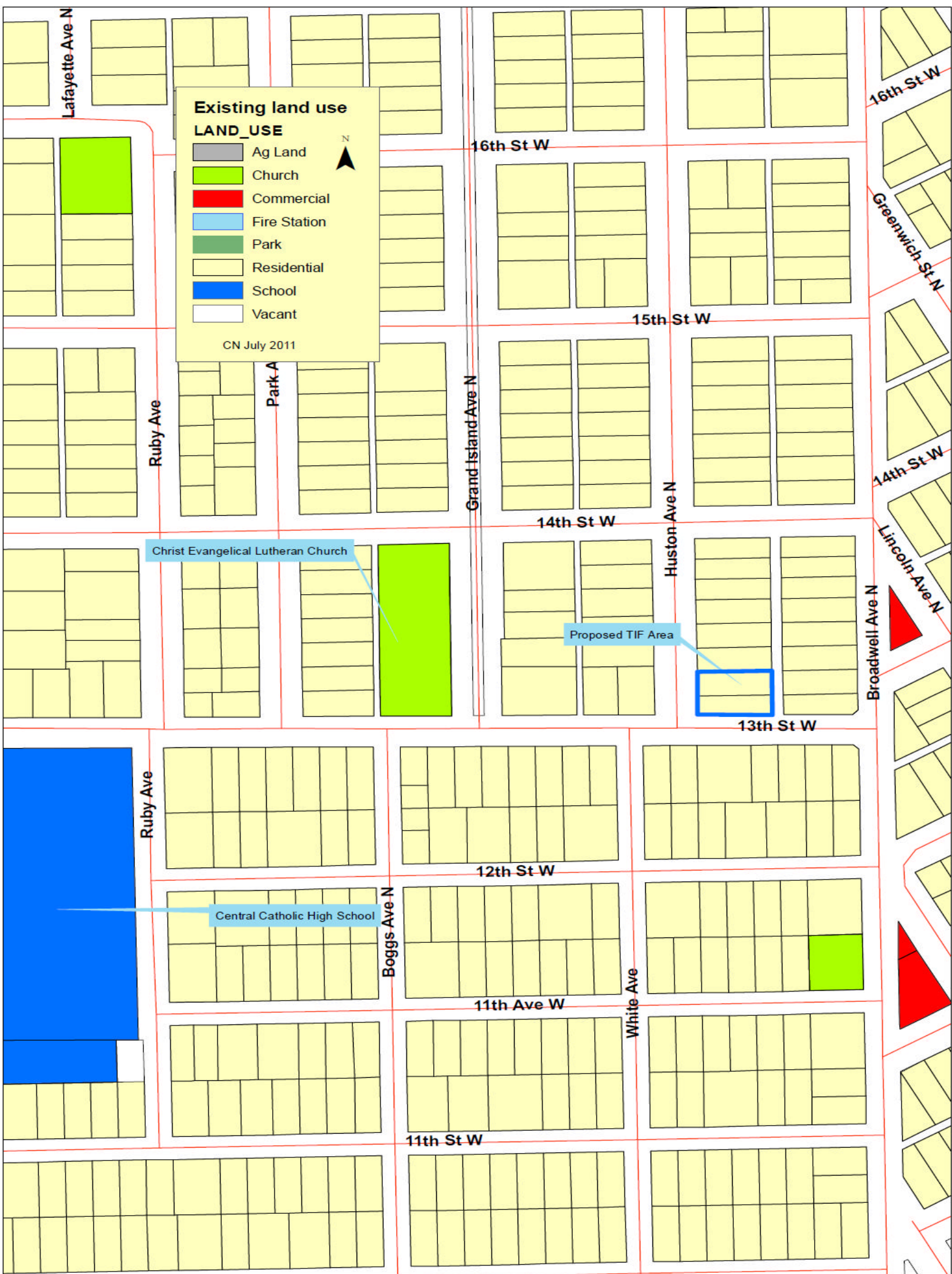
The site is owned by the developer. All site work, demolition and utilities will be paid for by the developer. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the acquisition, site work and remodeling. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2012 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 northeast corner of 13th and Huston Streets in northeast Grand Island. The attached map identifies the subject property and the surrounding land uses:

- **Legal Descriptions** Lot 267 and Lot 268 of West Lawn Addition to the City of Grand Island.



The tax increment will be captured for the tax years the payments for which become delinquent in years 2014 through 2028 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 development of a duplex housing unit at this location.

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, 2013.

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 October 9, 2007.[§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.

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

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

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

a. Land Acquisition:

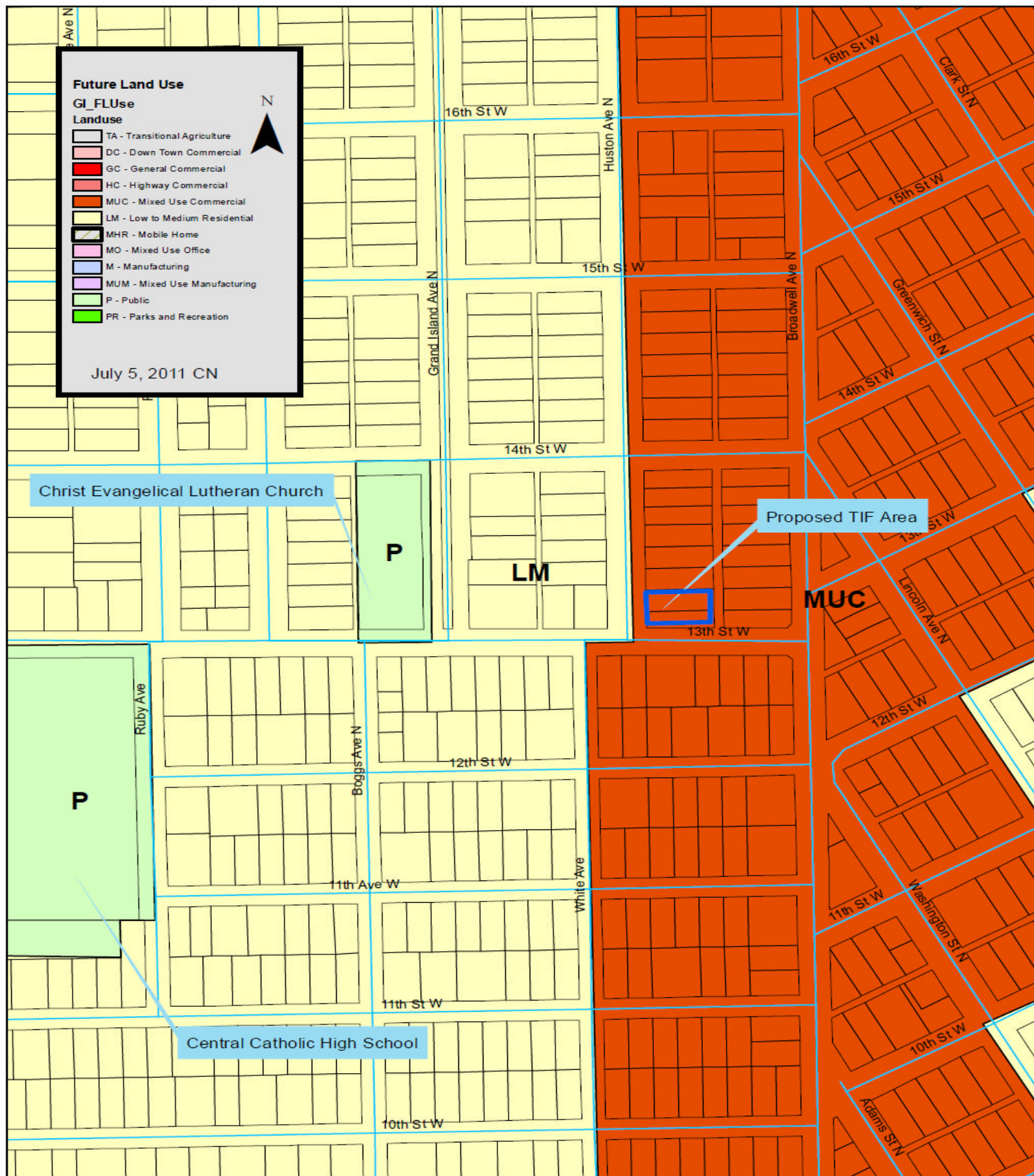
The Redevelopment Plan for Area #6 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority.

b. Demolition and Removal of Structures:

The project to be implemented with this plan does call for the demolition and removal of an existing substandard housing unit at this location. The structure to be demolished is a vacant substandard residential structure owned by the applicant.

c. Future Land Use Plan

See the attached map from the 2004 Grand Island Comprehensive Plan. The site is planned for mixed-used 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)]



City of Grand Island Future Land Use Map

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

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

e. Site Coverage and Intensity of Use

The developer is proposing remove the existing structures from the property. The R2 zoning district allow 1 dwelling unit per 6000 square feet of property the combined size of the two lots is slightly more than 12740 square feet; enough to legally accommodate a duplex housing unit. The property is zoned R2 and could accommodate a building of up to 35% of the property area; allowable coverage would be about 4,460 square feet. The proposed units including the attached garages will cover about 2600 square feet, well within the allowable coverage. [§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 services may 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 property, owned by the developer is currently vacant, no relocation is contemplated. [§18-2103.02]

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

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

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

The developer has purchased the property for this redevelopment in April of 2009. The cost of property acquisition is not being included as a TIF eligible expense. Costs for demolition, site preparation, landscaping and concrete \$28,200 portions of this as related to the demolition and site preparation are included as a TIF eligible expense. Engineering and design fees are estimated at \$2,000 and are included as a TIF eligible expense. Fees and reimbursement to the City and the CRA of \$2750 are included as a TIF eligible expense. Finance, interest and closing costs of \$14,000 are included as a TIF eligible expense.

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 \$46,950 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, 2013 through December 2028.

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 and redevelopment of commercial lots. This will not significantly impact traffic on at the Five Points intersection. Renovated commercial development will raise property values and provide a stimulus to keep surrounding properties properly maintained. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions.

8. Time Frame for Development

Development of this project (including demolition, site preparation and new construction) is anticipated to be completed between October 2011 and September of 2012. Excess valuation should be available for this project for 15 years beginning with the 2013 tax year.

9. Justification of Project

This is a residential neighborhood characterized by single family dwellings on smaller lots. The existing structure is considered badly worn by the Hall County Assessor and has a number of safety issues that cannot be fixed without the cost of the repairs exceeding the value of the building. The City of Grand Island is in need of additional housing units and this development will remove one very poor housing unit and replace it with 2 brand new units. 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.

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 \$30,443. The proposed demolition and subsequent construction of a duplex at this location will result in an additional \$149,750 of taxable valuation based on an analysis by the Hall County Assessor's office. 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 with Wenn Construction. It will have no impact on other firms locating or expanding in the area.

(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 project will not have a negative impact on other employers and will result in additional housing choices for employees 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 project will increase the available quality housing in Grand Island by a net of 2 units. The existing structure is worn out and not acceptable as a housing unit. These types of smaller projects spread throughout the city will have a less drastic impact on neighborhoods and schools than a centralized larger housing project.

This neighborhood has not had a great deal of new development in many years and some newer buildings, especially ones that replace worn out buildings are likely to raise all of the property values.

Time Frame for Development

Development of this project is anticipated to be completed during between October 1, 2011 and September 1 of 2012. The base tax year should be calculated on the value of the property as of January 1, 2012. Excess valuation should be available for this project for 15 years beginning in 2013. 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 \$46,950, the projected amount of increment based upon the anticipated value of the project and current tax rate. Based on the estimates of the expenses of the cost of demolition, site preparation, engineering, expenses and fees reimbursed to the City and CRA, and financing fees the developer will spend at least \$46,950 on TIF eligible activities.

See Attached Building Plans

COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY
OF GRAND ISLAND, NEBRASKA

RESOLUTION NO. 124

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 #6, from Arnold Wenn, (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 #6;

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.

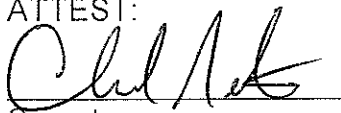
Section 2. The Secretary of the Authority is directed to file a copy of this resolution with the City Clerk of the City of Grand Island, forthwith.

Passed and approved this 27th day of July, 2011.

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

By 
Chairperson

ATTEST:


Secretary

COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF GRAND ISLAND, NEBRASKA

RESOLUTION NO. 121

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

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

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

Passed and approved this 27th day of July, 2011.

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

By Barry J. Schuber
Chairperson

ATTEST:

Chad Nater
Secretary

Resolution Number 2011 - 02

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: August 3rd 2011.

HALL COUNTY REGIONAL PLANNING
COMMISSION

ATTEST:

By: Karen Rothman Vice Chair
Chair

By: Leslie E. Ruge
Secretary

EXHIBIT A

FORM OF REDEVELOPMENT PLAN

REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the ____th day of _____, 2011, by and between the Community Redevelopment Authority of the City of Grand Island, Nebraska (“**Authority**”), and Arnold Wenn, an individual (“**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, Authority 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 fully described in application of the Redeveloper to the Authority for assistance and the Redevelopment Plan Amendment, related to the application, approved by the Governing Body incorporated herein by reference and, as used herein, shall include the Redevelopment Area real estate.

“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 C.

“Redeveloper” means Arnold Wenn, an individual.

“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, 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 the note incurred by the Authority pursuant to Article III hereof and secured in whole or in part by TIF Revenues, as shown on attached Exhibit B.

“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 Construction 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 an individual, having the power to enter into this Redevelopment Contract and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Contract.

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

(c) There is no litigation pending or to the best of its knowledge threatened 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.

(h) The Redeveloper hereby verifies it has been legally obligated to incur the costs set forth on Exhibit C as part of the Project.

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: Lot 267 and Lot 268 of West Lawn Addition 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, 2012.

(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

Execute and deliver to the Redeveloper, as Purchaser, at closing, the Redevelopment Note in substantially the same form as the copy attached hereto as Exhibit B. The purchase price of the TIF Indebtedness shall 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 B, 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 from time to time.

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 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 C in an amount at least equal to the grant to Redeveloper pursuant to Section 3.05.

Section 4.03 Costs.

Redeveloper shall pay the Authority the following sums on execution of this agreement:

- a. \$1,250 for legal expenses of Authority
- b. \$1,000 for City administrative accounting of incremental tax payments.
- c. \$500 for Authority administrative fees.

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 Hundred Forty Nine Thousand Dollars (\$149,000) no later than January 1, 2013. 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 Hundred Forty Nine Thousand Dollars (\$149,000) 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 offset such purchase against the grant provided in Section 3.04 hereof.

Section 4.09 Penal Bond.

The Redeveloper 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.

Section 4.10 Immigration Status.

Redeveloper agrees that any contractor providing services on the Project site will utilize the federal immigration verification system, as defined in Section 4-114, Reissue Revised Statutes of Nebraska, (Supp. 2009), to determine the work eligibility status of new employees physically performing services on the Project.

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, 2013, 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 or 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, Authority 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

Arnold Wenn

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 Arnold Wenn.

Notary Public

EXHIBIT A

DESCRIPTION OF REDEVELOPMENT AREA

Lot 267 and Lot 268 of West Lawn Addition to the City of Grand Island, Hall County, Nebraska.

A-I

EXHIBIT B
FORM OF TIF INDEBTEDNESS

EXHIBIT C

PROJECT COSTS

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

1. Demolition	\$11,100
2. Site preparation and concrete	\$17,107
3. Plan preparation	\$ 2,000
4. Finance & Closing	\$ 1,699
5. Authority costs	<u>\$ 2,750</u>
TOTAL	\$34,656



City of Grand Island

Tuesday, August 23, 2011

Council Session

Item E3

**Public Hearing on the Proposed FY 2011-2012 City Single Budget
(Continued)**

Staff Contact: Mary Lou Brown

CITY OF

Grand Island

NEBRASKA

PUBLIC WORKS DEPARTMENT

SOLID WASTE DIVISION

Solid Waste Division

FY2012 Budget



Landfill on Husker Hwy @
Hall / Buffalo County Line



Enterprise Fund

- Receive no funding from General Fund
- All revenues generated from tipping fees
- One of the few Divisions with competition
- Serves residents and non-residents



Major Items From This Year

- 🇺🇸 Early redemption of Solid Waste bonds
 - 🇺🇸 Paid off two years early/savings of \$37,000 in interest
- 🇺🇸 Solid Waste Agency dissolved
 - 🇺🇸 City/County inter-local agreement no longer needed
- 🇺🇸 Landfill re-permitting process completed
 - 🇺🇸 New operating permit will expire April 2016
- 🇺🇸 Cell 3 construction activities/preparation
 - 🇺🇸 Division staff handling bulk earthwork
 - 🇺🇸 Nearly 50,000 c.y. dirt moved thus far

FY 2012 Budget


SOLID WASTE




	<u>2009 Actual</u>	<u>2010 Actual</u>	<u>2011 Budget</u>	<u>2011 Forecast</u>	<u>2012 Budget</u>
Beginning Cash Balance	7,171,603	7,634,866	8,037,201	8,037,201	7,550,367
Revenue	3,028,410	2,781,739	2,958,922	2,768,609	2,726,257
Transfers In	-	-	-	-	-
Total Resources Available	<u>10,200,013</u>	<u>10,416,605</u>	<u>10,996,123</u>	<u>10,805,810</u>	<u>10,276,624</u>
Expenditures	2,565,147	2,379,404	2,949,920	3,255,443	2,335,232
Transfers Out	-	-	-	-	-
Total Requirements	<u>2,565,147</u>	<u>2,379,404</u>	<u>2,949,920</u>	<u>3,255,443</u>	<u>2,335,232</u>
Ending Cash Balance	<u>7,634,866</u>	<u>8,037,201</u>	<u>8,046,203</u>	<u>7,550,367</u>	<u>7,941,392</u>
➡ Restricted Cash-Future Expansion	-	-	-	1,000,000	2,000,000
➡ Restricted Cash-Landfill Closure	2,947,231	3,571,277	3,297,231	3,804,926	4,034,926
Unrestricted Cash	<u>4,224,372</u>	<u>4,465,924</u>	<u>4,748,972</u>	<u>2,745,441</u>	<u>1,906,466</u>
	<u>7,634,866</u>	<u>8,037,201</u>	<u>8,046,203</u>	<u>7,550,367</u>	<u>7,941,392</u>




Budget Changes For FY 2012

- 🌅 Overall target budgetary reduction of 1.75%
 - 🌅 \$1,750,232 (personnel and operations)
 - 🌅 \$31,485 less than FY 2011
- 🌅 Discontinue Residential Clean-Up Card program
 - 🌅 Discussed at June 7th City Council study session
 - 🌅 Cards issued thus far will be honored through December 31st
 - 🌅 This will impact Solid Waste Division budget and the Public Works General Fund budget
 - 🌅 Will expand “free” yard waste disposal program to allow residents to dispose of tree limbs/branches for free year-round

Fee Changes For FY 2012

-  No rate increase proposed

-  Reduction of minimum charge at the Transfer Station
 -  Currently \$12 minimum for loads 640 lbs. or less
 -  Proposed \$5 minimum for loads 260 lbs. or less

-  Free disposal of tree limbs/branches
 -  Only for residential customers
 -  Commercial haulers will still be charged for limbs/branches

Fee Changes For FY 2012 (Cont.)

- 🇺🇸 Proposed \$25 fee for late loads
 - 🇺🇸 Only for loads received “after hours”
 - 🇺🇸 Primarily for State Fair loads when 24/7 operations are required

- 🇺🇸 New fee of \$20 per ton for disposal of automotive fluff
 - 🇺🇸 Material is all “non-metal” waste from car recycling operation
 - 🇺🇸 Working on getting approval from the NDEQ for use as alternative daily cover (ADC)
 - 🇺🇸 Will be the same rate as GI WWTP sludge, which is also used for ADC

CITY OF

Grand Island

NEBRASKA

PUBLIC WORKS DEPARTMENT

SOLID WASTE DIVISION

Questions?



CITY OF

Grand Island

NEBRASKA


PUBLIC WORKS


Wastewater Budget 2012


Enterprise Fund

Funding Sources

Operating Revenue:

 Sewer Assessments: \$ 90,000

 Sewer Tap Fees: \$ 3,678

 Sewer Revenue: \$ 8,500,000





 Sewer Assessment Interest: \$ 6,400

Other Revenue: \$ 135,940

Bond Proceeds: \$ 7,800,000

Total: **\$16,536,018**


General Operations


 Staff:	\$ 269,812
 Operating:	\$1,834,782
 Debt Service:	<u>\$1,835,620</u>
 Total:	\$3,940,214


Treatment Plant

Treatment, Compost & Capital

 Staff: \$1,333,087


 Operating: \$2,012,228


 Capital: \$4,718,500


 Total: **\$8,063,815**


Collections

Collection & Capital

 Staff: \$ 596,760





 Operating: \$ 556,708

 Capital: \$5,980,000





 Total: **\$7,133,468**



Totals





 General:	\$3,940,214
 Treatment:	\$8,063,815
 Collections:	<u>\$7,133,468</u>
 Total:	\$19,137,497

Overview

 Beginning Cash Balance:	\$ 6,847,525
 Revenue:	\$16,536,018
 Expenditures:	\$19,137,497
 Ending Cash Balance:	\$4,246,046

2012 Capital Projects

- 🇺🇸 Aeration Basin Rehabilitation [\$787,000] – replace diffusers, piping, and 2 blowers.
- 🇺🇸 Lift Station 7 [\$160,000] – Replace Lift Station 7 and leading pipeline. Additional funding is coming from a grant.
- 🇺🇸 Annual Sewer Rehabilitation [\$350,000] – repair pipes as issues develop.
- 🇺🇸 Sewer Districts – [\$250,000] – construct sewer line for newly established sewer districts.

-  Sewer Repair 4th-5th, Eddy-Vines [\$100,000] – engineering to replace portions of the lines in this area.
-  Wildwood Sewer District [\$900,000] – construction of the sewer line in this newly created district.
-  Platte Valley Industrial Park Sewer Extension – [\$320,000]
-  Ultra Violet (UV) Pretreatment Screen [\$97,000] – Screen objects from effluent to prevent damage to UV lamps.

- NE Interceptor Construction [\$3,000,000] – rebuild a portion of the NE Interceptor line
- Wastewater Rehabilitation Projects Design [\$1,200,000]
- Capital Outlay (Buildings, Vehicles, Machinery & Equipment) [\$984,000]
- South & West Interceptor Rehabilitation [\$2,516,500] – line or replace pipelines

CITY OF

Grand Island

NEBRASKA

PUBLIC WORKS

Discussion



City of Grand Island

Tuesday, August 23, 2011

Council Session

Item F1

#9316 - Consideration of Amending Chapter 31 of the Grand Island City Code Relative to Signs

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: August 23, 2011

Subject: Amending Chapter 31 of the Grand Island City Code to Modify Regulations Regarding Signs

Item #'s: F-1

Presenter(s): Craig A. Lewis, Building Department Director

Background

The Grand Island City Code chapter 31 regulates the installation of signage, specifically section 31-33 addresses political campaign signs and provides regulations for the size, location, and limits the amount of time they may be displayed. These regulations have in the past been questioned as to their constitutionality, because they restrict signage based on the content of the sign.

At the June 7, 2011 City Council study session these regulations were discussed with the intent to bring a proposed ordinance before the City Council to amend the existing regulations.

Discussion

The proposed ordinance will eliminate the reference to political campaign signs, establish a definition and regulations for free standing yard signs, and amend certain sections to clarify current interpretations, regulations and enforcement of sign regulations. Political campaign signs would be regulated in the same manner as garage sale signs or any other temporary yard signs. These free standing yard signs would be restricted in size, exempt from permits, not allowed on public property or within the street right of ways, restricted within the corner visibility triangle, and required to be removed within five days after the event. The ordinance will retain the ability of the City to remove signs in violation of the City Code and dispose of them without notice.

Alternatives

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

1. Approve the ordinance.
2. Disapprove or /Deny the ordinance.
3. Modify the ordinance to meet the wishes of the Council
4. Table the issue

Recommendation

City Administration recommends that the Council approve the ordinance to revise Chapter 31.

Sample Motion

A motion to approve Ordinance #9316 to amend Chapter 31 of the Grand Island City Code.

ORDINANCE NO. 9316

An ordinance to amend Chapter 31 of the Grand Island City Code; to amend Sections 31-1; 31-10; 31-12; 31-13; 31-22; 31-24; 31-25; 31-32 and 31-33 pertaining to signs; to repeal Sections 31-1; 31-10; 31-12; 31-13; 31-22; 31-24; 31-25; 31-32 and 31-33 as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 31-1 of the Grand Island City Code is hereby amended to read as follows:

§31-1. Definitions

For the purpose of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section.

Back-to-Back Sign. An off-premise sign consisting of two sign facings oriented in opposite directions with not more than two faces per sign facing.

Cloth Sign. Any sign executed upon or composed of any flexible fabric.

Development Sign. A ground sign whose purpose is to identify business located within a retail subdivision or commercial development.

Directional Sign. A sign erected for the convenience of the public, such as for directing traffic movement, parking, or identifying restrooms, public telephones, walkways and other similar features or facilities, and bearing no advertising message.

Double Faced Sign. An off-premise sign with two adjacent faces oriented in the same direction and not more than ten (10) feet apart at the nearest point between the two faces.

Facing. That portion of an off-premise sign upon which advertising is affixed or painted and visible in one direction at one time.

Flat Sign. Any sign so attached to a building or other structure that it projects beyond the building line, but extends parallel or substantially parallel thereto.

Free Standing Yard Sign. Any sign 15 square feet or less that shall have as its supports, wood or steel columns, pipe, angle iron framing, or any other combination of these materials, other than ground signs as defined herein.

Ground Sign. Any sign which is supported by uprights or braces placed upon or extending into the ground.

Horizontal Sign. Any sign whose horizontal dimension is greater than its vertical dimension, or whereon the subject matter is so placed that it reads at an angle less than forty-five degrees with a horizontal line.

Mobile Sign. Any sign structure designed and constructed to be moved by means of wheels or skids which proposes any announcement, declaration, demonstration, display, or illustration used to advertise or promote the interests of any person when the same is placed out of doors in view of the general public. This shall not include signs anchored or attached to vehicles or trailers parked and used primarily as a static advertising display, visible from the public right-of-way.

ORDINANCE NO. 9316 (Cont.)

Multi-faced Sign. An off-premise sign comprised of sections which rotate to display a series of advertisements, each advertisement being displayed for at least six (6) seconds continuously without movement; the duration of movement of sections between advertisements not exceeding two (2) seconds.

Official Sign. A sign erected by a governmental agency or its designee, setting forth information pursuant to law.

Off-Premise Outdoor Advertising Sign. A sign, including the supporting sign structure, which is visible from a street or highway and advertises goods or services not usually located on the premises and/or property upon which the sign is located; also called "billboard." The following shall not be considered an off-premise sign for the purposes of this Chapter: (1) directional or official signs authorized by law; (2) real estate signs; (3) on-premise signs.

On-Premise Sign. A sign which advertises the primary goods or services or taking place upon the premises on which the sign is located.

Projecting Sign. Any sign attached to a building or other structure and extending beyond the building line either perpendicularly or at any angle other than parallel thereto.

~~**Real Estate Sign.** Any sign which advertises the sale or lease of the property upon which the sign is located.~~

Roof Sign. Any sign which is supported by uprights or braces placed upon or extending into the roof of any building or other structure.

Sign. Any device composed of one or more letters, words, pictures, figures, characters, symbols or emblems, or any combination or grouping thereof which prefigures, typifies, or represents one or more ideas.

Transparent Sign. Any sign illuminated from within and made of glass or similar material containing opaque lettering upon a translucent letter upon an opaque ground.

V-Type Sign. Any off-premise sign structure which consists of multiple sign facings placed at angles of each other, oriented in different directions and not exceeding twenty (20) feet apart at the nearest point to each other.

Vertical Sign. Any sign whose horizontal dimension is less than its vertical dimension, or whereon the subject matter is so placed that it reads at an angle of forty-five degrees or greater with a horizontal line.

Wall Sign. Any sign which is painted or otherwise directly depicted upon a wall.

Amended by Ordinance No. 8866, effective 11-19-2003

Amended by Ordinance No. 8978, effective 06-08-2005

Amended by Ordinance No. _____, effective _____-2011

SECTION 2. Section 31-10 of the Grand Island City Code is hereby amended to

read as follows:

§31-10. Clearance; High Voltage Power Lines

~~It shall be the responsibility of the sign installer to contact the City Utility to determine the required clearances from high voltage lines. Signs shall be located not less than six feet horizontally or twelve feet vertically from overhead electrical conductors which are energized in excess of 750 volts. The term "overhead conductors" as used in this section means any electrical conductor, either bare or insulated, installed above the ground except such conductors as are enclosed in iron pipe or other material covering of equal strength.~~

Amended by Ordinance No. _____, effective _____-2011

SECTION 3. Section 31-12 of the Grand Island City Code is hereby amended to

read as follows:

§31-12. Sign Elevation

Except as provided in §31-10 and §31-11, the lowest part of any sign, including any grillwork thereon, shall be at least eight feet above the sidewalk or driving surface~~ground level~~.

Amended by Ordinance No. _____, effective _____-2011

ORDINANCE NO. 9316 (Cont.)

SECTION 4. Section 31-13 of the Grand Island City Code is hereby amended to read as follows:

§31-13. Signs In Public Right-of-Way

(1) No sign shall project into the public right-of-way of any street, alley, or sidewalk, including the air space above such right-of-way, except as provided in this section.

(2) Signs may project into the public right-of-way, including the air space right-of-way only within that business district of the City which is within the following described area:

Beginning at a point of beginning, being the intersection of the centerline of Clark Street and the centerline of the alley located one-half block North of Fourth Street; thence northeasterly along the centerline of said alley to the West right-of-way line of Cherry Street, now vacated; thence southwesterly along said right-of-way line extended to the centerline of the alley located one-half block south of First Street; thence southwesterly along the centerline of said alley to the centerline of Sycamore Street; thence southerly along the centerline of Sycamore Street to a point located on the easterly extension of the south lot line of Lot 3 of Westervelt Subdivision; thence westerly along said lot line and extension to the centerline of Pine Street; thence southerly along the centerline of Pine Street to the centerline of Koenig Street; thence westerly and southwesterly along the centerline of Koenig Street to the centerline of Cedar Street; thence northwesterly along the centerline of Cedar Street to the centerline of the alley one-half block south of First Street; thence southwesterly along the centerline of said alley to the centerline of Clark Street; thence northwesterly along the centerline of Clark Street to the point of beginning.

(3) Any sign which projects into the public right-of-way in said business district must:

(A) Be a projecting sign attached to a building, building canopy or awning;

(B) Extend not more than ten (10) feet from such building;

(C) Not extend beyond a perpendicular line three (3) feet back of any street curb line or alley line.

(D) Maintain at least 8'-0" clearance above the sidewalk surface.

(4) All signs which extend into or over the public right-of-way are maintained solely at the sufferance of the City. The City reserves the right and power to require the removal of any such sign at its sole discretion.

Amended by Ordinance No. _____, effective _____-2011

SECTION 5. Section 31-22 of the Grand Island City Code is hereby amended to read as follows:

§31-22. ~~Reserved. Temporary "For Sale" Signs~~

~~Temporary signs not exceeding ten square feet in area pertaining to the lease, hire, or sale of a building or premises may be of wood or other combustible materials and displayed without a permit in any district of the City.~~

Amended by Ordinance No. _____, effective _____-2011

SECTION 6. Section 31-24 of the Grand Island City Code is hereby amended to read as follows:

§31-24. Flat Signs

No flat sign shall extend beyond any building line more than fifteen inches; provided, that nothing herein contained shall prohibit the erection of a flat sign on the outer edge of a marquee, provided the same is securely fastened and is not higher than the base of windows to the rear thereof.

Flat signs shall not extend beyond the top or ends of the wall surface on which they are placed.

Flat signs or signs enclosed in cases used for building directories or theater advertisements, not extending beyond the building line more than three inches, shall be permitted at any height. Flat signs denoting places of entrance and exit, and those used for public safety shall also be permitted at any height. The area of flat signs shall not exceed thirty percent of the building façade upon which it is placed.

ORDINANCE NO. 9316 (Cont.)

Amended by Ordinance No. _____, effective _____-2011

SECTION 7. Section 31-25 of the Grand Island City Code is hereby amended to read as follows:

§31-25. Ground Signs

(1) Dimension Limitation: All ground signs shall be subject to the following:

(A) For each foot of height over thirty (30) feet, there shall be a corresponding one foot of setback from the property line ~~or any easement line~~;

(B) Lighting reflectors attached to the top of a sign may project above the top and beyond the face of such sign, and shall be excluded from all measurement requirements established by this subsection.

(2) Height Limitation: Ground signs which exceed fifty (50) feet in height, measured from the ground level at the base of the sign to the top of the sign, shall be subject to the following:

(A) No permit shall be issued by the chief building official until such issuance has been authorized by the mayor and city council.

(B) The applicant for the permit shall submit the following to the chief building official for review and consideration by the mayor and city council:

(i) A drawing showing the height, width, elevations, and electrical details of such sign;

(ii) Clear and convincing evidence that if the sign does not exceed fifty (50) feet in height the owner will suffer undue hardship and that said hardship is not shared generally by other properties in the area;

(iii) Clear and convincing evidence that the proposed sign will not be a substantial detriment to adjacent properties and the character of the surrounding area will not be changed by the erection of the proposed sign.

(C) Ground signs exceeding fifty (50) feet in height shall be erected only on tracts of real estate adjacent to state and federal highways and occupied by the business premises advertised by the sign.

(D) No permit shall be issued for any sign exceeding one hundred (100) feet in height, measured from the ground level at the base of the sign to the top of the sign.

(E) In lieu of the permit fee set forth in this chapter, upon the granting of a permit for erection or moving of a sign exceeding fifty (50) feet in height, the applicant shall pay a fee of \$250.00 to the City.

(F) All other provisions of the Grand Island City Code pertaining to signs which are not inconsistent with this section shall apply to ground signs exceeding fifty (50) feet in height.

(3) Number Limitations: There may be only one ground sign allowed for each one hundred (100) lineal feet or fraction thereof of street frontage for any one lot or tract. Notwithstanding this limit, any lot that fronts on more than one street may have at least one sign on each street.

(4) Location Limitations:

(A) No signs may be placed in city right-of-way.

(B) At street intersections, no signs may be placed within the triangle formed by the intersections of maintained roadway, whether paved or graveled, of two intersecting streets and the line extended joining points measured thirty feet on each property line from the point of said property lines intersection, unless:

(i) said signs are on posts with a width or diameter not greater than 18 inches; and

(ii) the bottom of said signs are not less than eight feet from the ground or the tops are no higher than twenty-four (24) inches from the ground.

(5) The formula for determining the allowable area for ground signs shall be as follows: Four square feet of sign for each one foot of frontage on the lot where the sign is to be placed. In any event, the maximum square footage of any ground sign shall not exceed 800 square feet per side, regardless of frontage feet.

Amended by Ordinance No. _____, effective _____-2011

ORDINANCE NO. 9316 (Cont.)

SECTION 8. Section 31-32 of the Grand Island City Code is hereby amended to

read as follows:

§31-32. Mobile Signs

(1) *General.* The placement of mobile signs shall be in accordance with all requirements of the Grand Island City Code. Furthermore, no mobile sign shall be placed or used at any location except as allowed in this section, and only after obtaining a permit therefor from the City building department.

(2) *Permit, Types, Duration; Fee; Application*

(A) 45 Day Permit: A permit to allow one mobile sign per business to be located at a specific property location for no more than forty-five (45) days from the date of issuance, during any calendar year. No sign authorized by a 45 Day Permit shall be located closer than one hundred (100) feet of any other sign allowed by a 45 Day Permit. Properties with less than one hundred (100) feet of street frontage shall be entitled to one 45 Day Permit per calendar year. The fee for a 45 Day Permit shall be in accordance with the City of Grand Island Fee Schedule.

(B) Special Event Permit: A permit to allow any number of mobile signs at any one property location for a period not to exceed four (4) days. The fee for a Special Event Permit shall be in accordance with the City of Grand Island Fee Schedule. Special Event Permits shall only be issued in the spirit of the following examples of truly special events: a grand opening sale, a special holiday or seasonal sale, anniversary sale, going out of business sale. There shall be a minimum of one day between special events.

(C) Application Contents: The application shall describe in detail all positions where the sign will be placed on the location, the dimensions of the sign, and the type of permit being sought.

(3) *Design.* Mobile signs may be constructed of any material meeting the requirements of this Code and shall be so designed that the structural frame will resist wind loads of twenty-five (25) pounds per square foot when anchored to the ground. The measured height of the face of a mobile sign shall not exceed six feet (6'). Mobile signs shall be so designed that the sign when placed upon the ground shall not rest upon any wheels. The wheels shall only be utilized in moving the mobile sign from site to site. Mobile signs shall be anchored to the ground or ground-surfacing material in a manner approved by the building official.

(4) *Electrical.* Mobile signs utilizing electrical equipment in connection with illuminating the mobile sign shall have all such equipment installed in accordance with the Grand Island Electrical Code. All electrical connections to mobile signs shall be made with a type S or SO or STO flexible 12-3 cord and plugged into an approved 120 volt grounded electrical outlet protected with a FGCI receptacle or breaker with a capacity of not less than 15 amperes nor more than 20 amperes. The distance between the electrical outlet receptacle and the mobile sign shall not exceed 50 feet and the cord shall not be placed upon any ground or ground-surfacing that is specifically designed to accommodate pedestrian traffic or vehicular traffic of any sort.

(5) *Anchoring Requirements* All mobile signs must be weighted with ballast or anchored in the following manner:

(A) Such weight or ballast must be a minimum of five pounds of weight for each square foot of sign face. Mobile signs shall be weighted in a manner approved by a building department official.

(B) Anchored at each position used by a minimum of four anchors which meet the following specifications:

(1) If anchored in concrete, the anchors shall extend to a depth of at least four inches (4") and shall be at least one half inch (1/2") diameter; or

(2) If anchored in asphalt, the anchors shall extend to a depth of at least three feet (3') and shall be at least one half inch (1/2") diameter; or

(3) If anchored in dirt, the anchors shall extend to a depth of at least three feet (3') and shall be either metal spikes with a diameter of at least one half inch (1/2") or wooden spikes with dimensions of at least two inches by two inches (2"x2").

(4) The anchoring of any mobile sign must be approved by a building department official.

Amended by Ordinance No. _____, effective _____-2011

ORDINANCE NO. 9316 (Cont.)

SECTION 9. Section 31-33 of the Grand Island City Code is hereby amended to

read as follows:

§31-33. Free Standing Yard Signs~~Political Ground Signs~~

(1) Free Standing Yard signs shall be free standing and shall not be in excess of fifteen (15) square feet in size. ~~Political ground signs shall include all ground signs used for advertising by or on behalf of any candidate for political office or advocating a position with respect to any political issue.~~

(2) Free Standing Yard signs shall be exempt from Section 31-5 Permits. ~~Political ground signs shall be free standing, and shall not be in excess of fifteen (15) square feet in size.~~

(3) Free Standing Yard signs shall not be allowed on any public property or right-of-way. ~~Political ground signs may be erected no earlier than four weeks before an election date, and must be removed no later than five days after the election date.~~

~~(4) Political ground signs shall not be allowed on any public property or right of way.~~

(4) Free Standing Yard signs ~~Political ground signs~~ at street intersections shall not be placed within the triangle formed by the adjacent property lines of the two intersecting streets and the line joining points thirty (30) feet distant along property lines from their point of intersection.

(5) It shall be unlawful to erect free standing yard ~~political ground~~ signs at any time in violation of the Grand Island City Code.

(6) The Chief Building Official, or his/her designee, shall be authorized to seize and remove all signs in violation of this section, and dispose of the same without notice.

(7) The city clerk shall provide copies of this section of the Grand Island City Code to the Hall County Election Commissioner for distribution to all candidates for political office and persons using political free standing yard ~~ground~~ signs within the zoning jurisdiction ~~corporate limits~~ of the City of Grand Island, or other interested persons.

(9) Free Standing Yard signs utilized to advertise an event shall be removed no later than five (5) days after the event.

Amended by Ordinance No. _____, effective _____-2011

SECTION 10. Section s 31-1; 31-10; 31-12; 31-13; 31-22; 31-24; 31-25; 31-32

and 31-33 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 11. That this ordinance shall be in force and take effect from and after its passage and publication in pamphlet form within fifteen days as provided by law.

Enacted: August 23, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 23, 2011

Council Session

Item G1

Approving Minutes of August 9, 2011 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

August 9, 2011

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 August 9, 2011. Notice of the meeting was given in *The Grand Island Independent* on August 3, 2011.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following City Council members were present: Chuck Haase, Larry Carney, Kirk Ramsey, Peg Gilbert, Mitch Nickerson, Linna Dee Donaldson, Scott Dugan, Randy Gard and John Gericke. Councilmember Bob Niemann was absent. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, City Attorney Robert Sivick, and Public Works Director John Collins.

A moment of silence was observed in recognition of Sgt. Patrick Hamburger who was killed in Afghanistan.

INVOCATION was given by Father Todd Philipsen, Blessed Sacrament Catholic Church, 518 West State Street followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Vavricek introduced Community Youth Council members Mitch Maginnis and Samantha Moravec and Board member Elizabeth Kuta.

City Administrator Mary Lou Brown gave an update on the State Fair and extension of sewer line on Hwy 281.

PRESENTATIONS:

Proclamation "State Fair City" August 26 – September 5, 2011. Mayor Vavricek proclaimed August 26 – September 5, 2011 as "State Fair City". Joseph McDermott and Jana Kruger were present to receive the proclamation.

PUBLIC HEARINGS:

Public Hearing on Request from Doc & Fritz's Shady Bend, Inc. dba Doc & Fritz's Shady Bend, 3609 E. Hwy 30 for an Addition of a Sidewalk Café to their Class "C" Liquor License. RaNae Edwards, City Clerk reported that an application for an addition of a Sidewalk Café to the Class "C-88751" Liquor License had been received from Doc & Fritz's Shady Bend, Inc. dba Doc & Fritz's Shady Bend, 3609 E. Hwy 30. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on July 20, 2011; notice to the general public of date, time, and place of hearing published on July 30, 2011; notice to the applicant of date, time, and place of hearing mailed on July 20, 2011; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. Craig Woodward, 3609 E. Hwy 30 spoke in support. No further public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at the Extension of 8th Street between Boggs and White Streets (Hall County Housing Authority). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at the extension of 8th Street between Boggs and White Streets was needed in order to have access to install, upgrade, maintain, and repair appurtenances, including lines and transformers for the purpose to facilitate the new construction and supply electrical serve to the new building. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at Stolley Park Road and Burlington Northern/Santa Fe Railroad, Merrick County (Rudolph Kruse, Sr.). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at Stolley Park Road and Burlington Northern/Santa Fe Railroad, Merrick County was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers for the purpose of relocating the overhead and underground facilities at various locations. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at 1310 Branding Iron Lane (Gerald & Patricia Kindig). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 1310 Branding Iron Lane was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers for the purpose of correcting an existing property encroachment and installation of an underground service to replace the overhead now in place. Staff recommended approval. No public testimony was heard.

Public Hearing on Corrected Utility Easement Located at 1839 and 1919 East 4th Street (Tommy Ummel, Sr., Tommy Ummel, Jr., and Cary Ummel). Utilities Director Tim Luchsinger reported that correction of a utility easement located at 1839 and 1919 East 4th Street was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The subdivision plat changed and the easement will be changed to match the new subdivision. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Public Utility Easement Located in the Northwest Quarter of the Northwest Quarter of Section 24, Township 11, Range 10 (Little B's Corporation). Public Works Director John Collins reported that acquisition of a public utility easement located at the southeast corner of Old Potash Highway and North Road was needed for the construction, operation, maintenance, extension, repair, replacement, and removal of public utilities within the easement. Staff recommended approval. No public testimony was heard.

Public Hearing on Community Redevelopment Authority (CRA) Budget. Chad Nabity, Regional Planning Director presented the CRA 2011-2012 Annual Budget. Presented was a recap of the CRA programs and functions. The following budget highlights were presented: 1) \$100,000 to purchase dilapidated properties/infrastructure; 2) \$150,000 for façade development; 3) \$240,000 for train horns; 4) \$100,000 for other projects; and 5) \$200,787 for Lincoln Pool. Total CRA request was \$632,171 for 2011-2012.

RESOLUTIONS:

#2011-210 – Consideration of Approving the American Federation of State, County, and Municipal Employees, AFL-CIO (AFSCME) Labor Agreement. Human Resources Director Brenda Sutherland reported that the City and AFSCME's negotiating team met to negotiate the terms of a new three year labor agreement beginning October 1, 2011. Notable changes included: language change from an established 40 hour work week to an agreement that hours won't fall below 76 hours in a two week pay period; 5 consecutive days of vacation each year; definition added to the bereavement leave section; a paragraph was added under the heading of seniority; and 15 steps in the pay scale instead of 8 steps. Overall impact in the first year of the contract is just under 1% and years 2 and 3 outline a 1.5% salary table adjustment.

Discussion was held regarding non-binding mediation language.

Motion by Gilbert, second by Carney to approve Resolution #2011-210. Upon roll call vote, all voted aye. Motion adopted.

#2011-211 – Consideration of Approving the International Association of Fire Fighters (IAFF) Labor Agreement. Human Resources Director Brenda Sutherland reported that City and IAFF'S negotiating team met to negotiate the terms of a new one year labor agreement beginning October 1, 2011. Notable changes included: language to define the use of the Kelly day system; increasing the maximum medical leave from 1687 to 1695 hours; changes to track benefits in the "contract year"; define how vacation and medical leave time is debited; add language from the MOU regarding the payout of medical leave from the last CIR case; change funeral leave to bereavement leave; increase holiday pay hours from 14.77 to 15 hours per holiday; change the premium paid for health insurance to the same rate as all other City employees; and change in how overtime would be calculated. All positions would receive a 1.75% increase in October 2011.

Discussion was held regarding over-time hours.

Motion by Ramsey, second by Gericke to approve Resolution #2011-211. Upon roll call vote, all voted aye. Motion adopted.

ORDINANCES:

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

- #9300 – Consideration of Creation of Water Main District 457 (Pioneer Blvd.)
- #9301 – Consideration of Creation of Water Main District 459 (Park Drive)
- #9302 – Consideration of Creation of Water Main District 460 (Grand Avenue & Riverview Drive)
- #9303 – Consideration of Creation of Water Main District 461 (Haage Avenue)
- #9304 – Consideration of Creation of Water Main District 462 (Cochin Street)
- #9305 – Consideration of Creation of Water Main District 463 (Brahma Street & Bantam Street)
- #9306 – Consideration of Creation of Water Main District 464 (Antelope Drive)

- #9307 – Consideration of Creation of Water Main District 465 (Wildwood Drive, Elk Drive, & Cougar Drive)
- #9308 – Consideration of Amending Chapter 23 of the Grand Island City Code Relative to Telephone Occupation Tax
- #9309 – Consideration of Amending Chapter 22-92 of the Grand Island City Code Relative to Truck and Trailer Parking on Streets
- #9310 – Consideration of Amending Chapter 35 of the Grand Island City Code Relative to Parkview Groundwater
- #9311 – Consideration of Refinancing Bonds for the Heartland Events Center Project
- #9312 – Consideration of Vacation of a Utility Easement Located in Indianhead Seventh Subdivision (3005, 3011 & 3017 Laramie Drive)
- #9313 – Consideration of Vacation of Cedar Ridge Third Subdivision
- #9314 – Consideration of Salary Ordinance

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

- #9300 – Consideration of Creation of Water Main District 457 (Pioneer Blvd.)
- #9301 – Consideration of Creation of Water Main District 459 (Park Drive)
- #9302 – Consideration of Creation of Water Main District 460 (Grand Avenue & Riverview Drive)
- #9303 – Consideration of Creation of Water Main District 461 (Haage Avenue)
- #9304 – Consideration of Creation of Water Main District 462 (Cochin Street)
- #9305 – Consideration of Creation of Water Main District 463 (Brahma Street & Bantam Street)
- #9306 – Consideration of Creation of Water Main District 464 (Antelope Drive)
- #9307 – Consideration of Creation of Water Main District 465 (Wildwood Drive, Elk Drive, & Cougar Drive)

Utilities Director Tim Luchsinger reported that Ordinances #9300 thru #9307 related to petitions received from property owners to create water main districts in the Parkview Area, Wildwood and Hiser Subdivisions.

Discussion was held regarding Ordinances #9306 & #9307 regarding cost to the City. Mr. Luchsinger sated there would be no cost to the City.

Motion by Gilbert, second by Donaldson to approve Ordinances #9300, #9301, #9302, #9303, #9304, #9305, #9306, and #9307.

City Clerk: Ordinances #9300, #9301, #9302, #9303, #9304, #9305, #9306 and #9307 on first reading. All those in favor of the passage of these ordinances on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinances #9300, #9301, #9302, #9303, #9304, #9305, #9306 and #9307 on final passage. All those in favor of the passage of these ordinances on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinances #9300, #9301, #9302, #9303, #9304, #9305, #9306 and #9307 are declared to be lawfully adopted upon publication as required by law.

#9308 – Consideration of Amending Chapter 23 of the Grand Island City Code Relative to Telephone Occupation Tax

City Administrator Mary Lou Brown reported Ordinance #9308 was originally brought forward on July 26, 2011. The City had lost 1 million dollars in revenue. These revenues would go into the General Fund. The request was to increase the cell phone occupation tax from 3% to 6%.

Emergency Management Director Jon Rosenland stated the State assessed a 911 surcharge on cell phones which was partially paid back to the City. The increase in occupation tax could not be set aside for the Emergency Management Department.

Mayor Vavricek stated this item was referred from the July 26, 2011 Council meeting so the motion made by Gilbert and second by Niemann was still in effect.

Discussion was held regarding lost revenue and why an increase to the cell phone tax instead of the property tax. Ms. Brown commented about the responsibility of staff to bring forward many solutions. This was not the only solution available to increase revenues. This tax did not have a sunset clause. A lengthy discussion was held regarding a property tax increase.

Upon roll call vote, Councilmember's Gilbert and Ramsey voted aye. Councilmember's Haase, Carney, Nickerson, Donaldson, Dugan, Gard and Gericke voted no. Motion failed.

#9309 – Consideration of Amending Chapter 22-92 of the Grand Island City Code Relative to Truck and Trailer Parking on Streets

Police Chief Steve Lamken reported that Ordinance #9309 would change Section 22-92 of the Grand Island City Code prohibiting parking large trucks and trailers on all streets of the City with the exceptions for deliveries or collections, waiting to deliver or collect so long as the driver is present and for construction of adjacent properties.

Lewis Kent, 624 Meves Avenue spoke in support.

Motion by Carney, second by Gilbert to approve Ordinance #9309.

Discussion was held by Council regarding notification of Code change, enforcement, and time limit of one-hour parking for trucks and trailers.

Motion by Dugan, second by Nickerson to amend parking from 1 hour to 3 hours.

Discussion was held regarding the 3 hour parking and verification of time a truck and/or trailer was parked on the street.

Upon roll call vote of the amendment, Councilmember's Nickerson, Dugan, and Gard voted aye. Councilmember's Haase, Carney, Ramsey, Gilbert, Donaldson, and Gericke voted no. Motion failed.

City Clerk: Ordinance #9309 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9309 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9309 is declared to be lawfully adopted upon publication as required by law.

#9310 – Consideration of Amending Chapter 35 of the Grand Island City Code Relative to Parkview Groundwater

Bradley Vann representing the EPA reported that Ordinance #9310 would add Article VIII to Chapter 35 of the Grand Island City Code relative to Groundwater Control Area No. 3.

Motion by Gilbert, second by Ramsey to approve Ordinance #9310.

City Clerk: Ordinance #9310 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9310 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9310 is declared to be lawfully adopted upon publication as required by law.

#9311 – Consideration of Refinancing Bonds for the Heartland Events Center Project

Bruce Lefler representing Ameritas reported that Ordinance #9311 was the refinancing of the Heartland Events Center Project Building Bonds, Series 2004 in the principal amount of \$7,765,000 to be replaced with the issuance of Refunding Building Bonds (Heartland Events Center Project), Series 2011 in the principal amount of \$5,795,000.

Lewis Kent, 624 Meves Avenue commented that the total cost of the Fieldhouse would be less and the money saved could be used on what we need, not what we want. Ms. Brown stated the money saved would go into the General Fund.

Motion by Haase, second by Gard to approve Ordinance #9311.

Discussion was held concerning the City taking over of the Heartland Events. Ms. Brown stated the City would take ownership once the bonds were paid off.

City Clerk: Ordinance #9311 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9311 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9311 is declared to be lawfully adopted upon publication as required by law.

#9312 – Consideration of Vacation of a Utility Easement Located in Indianhead Seventh Subdivision (3005, 3011 & 3017 Laramie Drive)

Public Works Director John Collins reported that Ordinance #9312 would vacate an existing 10' wide utility easement located at 3050, 3011 & 3017 Laramie Drive. The easement had no current utilities located in it, nor was there a need anticipated in the future.

Motion by Ramsey, second by Nickerson to approve Ordinance #9312.

City Clerk: Ordinance #9312 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9312 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9312 is declared to be lawfully adopted upon publication as required by law.

#9313 – Consideration of Vacation of Cedar Ridge Third Subdivision

Regional Planning Director Chad Nabity reported that Ordinance #9313 would vacate Cedar Ridge Third Subdivision which was platted in 2007 consisting of 9.016 acres. Sanitary sewer, water and storm sewer were constructed but no further development had occurred. This property was sold to Ryan B. O'Connor with RBO LLC and was proposing to redevelop it in a slightly different configuration, utilizing the existing utilities.

Motion by Donaldson, second by Gard to approve Ordinance #9313.

City Clerk: Ordinance #9313 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9313 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9313 is declared to be lawfully adopted upon publication as required by law.

#9314 – Consideration of Salary Ordinance

Human Resources Director Brenda Sutherland reported that Ordinance #9314 was the Salary Ordinance which would reclassify a position in the Planning Department to Community Development Specialist and reflect the wages for AFSCME and IAFF.

Discussion was held regarding comparability.

Motion by Gilbert, second by Ramsey to approve Ordinance #9314.

City Clerk: Ordinance #9314 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmember's Carney, Ramsey, Gilbert, Nickerson, Donaldson, Dugan, Gard, and Gericke voted aye. Councilmember Haase voted no. Motion adopted.

City Clerk: Ordinance #9314 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, Councilmember's Carney, Ramsey, Gilbert, Nickerson, Donaldson, Dugan, Gard, and Gericke voted aye. Councilmember Haase voted no. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9314 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda item G-4 was pulled from the agenda. Consent Agenda item G-13 was removed for further discussion. Motion by Ramsey, second by Nickerson to approve the Consent Agenda excluding items G-4 and G-13. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of July 25, 2011 City Council Special Meeting.

Approving Minutes of July 26, 2011 City Council Regular Meeting.

Approving Request of Fonner Park Exposition and Events Center, Inc. (Heartland Events Center) for Ratification of Election of Board of Directors.

#2011-188 – Approving Redemption of Series 2004 Building Bonds for the Heartland Events Center Project. This item was pulled from the agenda at the request of Bond Counsel.

#2011-189 – Approving Final Plat and Subdivision Agreement for Buffett Subdivision. It was noted that Leonard & Marlene Mader, owners, had submitted the Final Plat and Subdivision Agreement for Buffett Subdivision for the purpose of creating 1 lot on a tract of land located north of Abbott Road and east of US Highway 281 in the two mile extraterritorial jurisdiction containing approximately 2.583 acres.

#2011-190 – Approving Final Plat and Subdivision Agreement for Oak Pointe Subdivision. It was noted that R. B. O., LLC, owner, had submitted the Final Plat and Subdivision Agreement for Oak Pointe Subdivision for the purpose of creating 10 lots on a tract of land located east of Sagewood Avenue and south of 13th Street containing approximately 9.016 acres.

#2011-191 – Approving Acquisition of Utility Easement at the Extension of 8th Street between Boggs and White Streets (Hall County Housing Authority).

#2011-192 – Approving Acquisition of Utility Easement Located at Stolley Park Road and Burlington Northern/Santa Fe Railroad, Merrick County (Rudolph Kruse, Sr.).

#2011-193 – Approving Acquisition of Utility Easement Located at 1310 Branding Iron Lane (Gerald & Patricia Kindig).

#2011-194 – Approving Corrected Utility Easement Located at 1839 and 1919 East 4th Street (Tommy Ummel, Sr., Tommy Ummel, Jr. and Cary Ummel).

#2011-195 – Approving Bid Award for Natural Gas Supply for Burdick Station from October 1, 2011 through September 30, 2013 with Seminole Energy Services of Holdrege, Nebraska.

#2011-196 – Approving Bid Award for Purchase of Fly Ash from Platte Generating Station with Ash Grove Resources, LLC of Topeka, Kansas in an Amount of \$8.00 per dry ton.

#2011-198 – Approving Storm Water Management Plan Program Grant Application.

#2011-199 – Approving Agreement with Kirkham Michael & Associates, Inc. of Omaha, Nebraska for Engineering Consulting Services for Inspection, Structural Analysis and Evaluation of the Eddy Street and Sycamore Street Underpasses in an Amount not-to-exceed \$42,932.20.

#2011-200 – Approving Agreement for Engineering Consulting Services Related to State Street and Capital Avenue Connector Trail Project with The Schemmer Associates, Inc. of Lincoln, Nebraska in an Amount not-to-exceed \$87,043.53.

#2011-201 – Approving Designating No Parking on Both Sides of West North Front Street, from Webb Road East to Eisenhower Drive.

#2011-202 – Approving Acquisition of Public Utility Easement Located in the Northwest Quarter of the Northwest Quarter of Section 24, Township 11, Range 10 (Little B's Corporation).

#2011-203 – Approving Agreement for Temporary Construction Easement in the Moores Creek Drain Extension Project No. 2008-D-2 Area (North Road and Old Potash Highway).

#2011-204 – Approving Agreement with Kirkham Michael & Associates, Inc. of Omaha, Nebraska for Preliminary Engineering Services for US Highway 30 Drainage Improvement Project in an Amount not-to-exceed \$99,231.53 with the City share of \$19,846.31.

#2011-205 – Approving Renewal of MUNIS Contract with Tyler Technologies, Inc. in an Amount of \$125,695.89.

#2011-206 – Approving 2011-2012 Community Redevelopment Authority (CRA) Budget. Councilmember's Nickerson and Gilbert voted no.

#2011-207 – Approving Change Order No. 1 on Project WWTP-2010-3 for Aeration Basin Improvements at the Wastewater Treatment Plant with Oakview dck, LLC of Red Oak Iowa for an increase of \$89,252.00 and a Revised Contract Amount of \$3,576,252.00.

#2011-197 – Approving Greener Nebraska Towns 2011 Program Grant Agreement. Community Development Administrator Joni Kuzma reported that Grand Island was one of eight Nebraska communities selected to receive a \$55,000 Greener Nebraska Towns Program grant. Ms. Kuzma answered questions concerning the grant money. Current projects in the works could be used for the City's match. Private contributions were encouraged and used.

Motion by Dugan, second by Gard to approve Resolution #2011-197. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2011-208 – Consideration of Request from Doc & Fritz's Shady Bend, Inc. dba Doc & Fritz's Shady Bend, 3609 E. Hwy 30 for an Addition of a Sidewalk Café to their Class 'C' Liquor License. This item related to the aforementioned Public Hearing.

Motion by Ramsey, second by Gericke to approve Resolution #2011-208 contingent upon final inspections. Upon roll call vote, all voted aye. Motion adopted.

#2011-209 – Consideration of Intent to Annex Areas 3a, 6, 7, 12, 13, & 14. Planning Director Chad Nabity reported that 6 of the 8 identified areas were complete and considered by the Regional Planning Commission as requested by Council at the March 22, 2011 City Council meeting. Council needed to pass a resolution stating their intent to annex, approve annexation plans and set public hearings on the annexations. Two resolutions were presented; Resolution 2011-209(A) included all 6 areas originally proposed and Resolution #2011-209(B) included area 7 as recommended by the Regional Planning Commission.

Floyd Leiser, 355 No. Engleman Road requested that 80 acres of farm ground in Area 14 along North Road not be included in the annexation. Discussion was held concerning this property being surrounded by City limits.

Discussion was held regarding the Regional Planning Commission's decision to take out farm ground in Area 7 – Vanosdall property.

Mr. Nabity explained the next step would be a Public Hearing and the first reading of the Ordinance at the September 27, 2011 City Council meeting.

Motion by Gilbert, second by Nickerson to approve Resolution #2011-209. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Discussion was held regarding a claim from the National League of Cities in the amount of \$3,813.00 and what benefit the City received being a member. Ms. Brown stated this was for the

annual dues and with her only being a City Administrator for such a short time she didn't know the value of the membership.

Motion by Haase, second by Gard to remove the claim to the National League of Cities in the amount of \$3,813.00 p page 49 of the Schedule of Bills. Upon roll call vote, Councilmember's Haase, Dugan, and Gard voted aye. Councilmember's Carney, Ramsey, Gilbert, Nickerson, Donaldson, and Gericke voted no. Motion failed.

Motion by Dugan, second by Nickerson to approve the Claims for the period of July 27, 2011 through August 9, 2011, for a total amount of \$2,020,783.60. Unanimously approved.

ADJOURN TO EXECUTIVE SESSION: Motion by Gilbert, second by Ramsey to adjourn to Executive Session at 9:30 p.m. for the purpose of union negotiation updates and possible litigation for the protection of the public interest. Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Donaldson, second by Nickerson to return to Regular Session at 10:15 p.m. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 10:15 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, August 23, 2011

Council Session

Item G2

Approving Minutes of August 11, 2011 City Council Special Meeting

Staff Contact: Shannon Oster

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL SPECIAL MEETING

August 11, 2011

Pursuant to due call and notice thereof, a Special 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 August 11, 2011. Notice of the meeting was given in the *Grand Island Independent* on August 4, 2011.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following Councilmember's were present: Larry Carney, Kirk Ramsey, Peg Gilbert, Mitch Nickerson, Linna Dee Donaldson, Scott Dugan, Randy Gard, and John Gericke. Councilmembers Bob Niemann and Chuck Haase were absent. The following City Officials were present: City Administrator/Finance Director Mary Lou Brown, Assistant to the City Administrator Shannon Oster, City Attorney Robert Sivick, and Public Works Director John Collins.

INVOCATION was given by CYC member Kaitlin Hehnke followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNITCATION: Mayor Vavricek introduced CYC members, Kaitlin Hehnke, a senior at Grand Island Senior High, and Jessica Wiens, a senior at Grand Island Central Catholic. Mayor Vavricek commented on the four police officers that graduated will join the Police Department. Mayor Vavricek commented on the importance of the budget meetings.

Mayor Vavricek reported that there were documents provided to Council for the public record.

PUBLIC HEARING:

Public Hearing on Proposed FY 2011-2012 City Single Budget. City Administrator Mary Lou Brown reported that the budget story is a revenue story. The General Fund revenue will lose \$2 million in revenue from the 2011 FY to the 2012 FY due to the loss of: no one time transfer of \$1.5 million from the Gas Tax Fund, Legislature cutting \$375,000 in State Aid to Cities, and anticipation of \$125,000 withheld for the Nebraska Advantage Act payments. To balance the budget, Brown stated the goal of City Administration was to offset at least 50% of the revenue lost with new/additional revenue. In the 2012 Proposed Budget there is \$1,268,500 increased revenues, \$517,730 decreased expenses, and \$416,841 use of cash reserves. Brown reported that a combination of revenue and expense reductions in the proposed budget because last year there were \$1.9 million in expense reductions and 25 FTE reductions. A food and beverage allowance, increase in cell phone occupation tax and consumer fees are included in the proposed budget; however based on Council feedback a property tax appears to be a solution. The current property tax levy of .2725, could be increased by Council by .0520 for a total levy of .3245. A minimum of \$1.3 million in sustainable revenue is needed for the 2012 Budget.

Brown reported on expenses in the 2012 Budget. The remainder of the budget shortage is resolved through \$517,730 in cost reductions. Expense reductions were made are to operating and personnel costs.

Brown used program prioritization analytics to illustrate the challenges associated with expense reductions. The program prioritization model is a tool to guide and highlight where questions should be asked, but does not automatically cut or reduce low quartile programs. Cost reductions or elimination may require changes to other areas. Program analytics were reviewed for: mandated to provide services for program greater than a two; reliance on the city to provide service for programs less than three; mandate to provide services for programs with scores less than three and reliance on the city to provide service for programs with scores less than three; on the city to provide service for programs equal to a three; safe community programs with scores greater than a two; and programs that overall fall into quartiles three and four (lowest priority). Examples of programs for each analytics and the cost array were presented.

A review of financial information for programs in the Parks and Recreation Department were presented by Brown. An analysis of Parks services were reviewed for: Parks Management/Maintenance, Heartland Public Shooting Park, Indoor Recreation/Fieldhouse, Aquatics (Island Oasis, Lincoln Pool and youth swim lessons), Recreation (Baseball, Playground, Municipal Band, Children's Theater, Flag Football, Hersey Track Meet, Softball, and Administration), Stolley Park Train, Cemetery, Greenhouse, Golf (Enterprise Fund). Parks and Recreation Director Steve Paustian answered questions about the services presented.

2012 Proposed Budget personnel changes were reported for the General Funds. Changes include:

- Addition of a Assistant City Administrator and Finance Director position combination with the elimination of the Finance Director
- Eliminated a part time meter reader
- The Building and Planning departments are sharing the Planning Secretary for part of the year
- Community Service Officers reduced by 1.0088 FTE
- Reduction of a part time Police Records Clerk
- Half of the personnel costs of the Senior Public Safety Dispatcher in the Emergency Management Department is transferred to the E911 Fund
- Public Works will add an engineer, not fill a Senior Equipment Operator, reduce a part of an Accounting Technician, and transfer the GIS solely to IT.
- The Library will not fill vacant Library Assistant Director position
- Parks and Recreation will reduce seasonal workers

In total there is a reduction of 5.3338 full time equivalents in the General Fund. Brown reported on increased level of responsibility for the Finance Director/Treasurer position.

Discussion was held on the Proposed Budget presentation. The revenue option of increasing property taxes was discussed by Council as the sole option of revenue generation, versus a combination of other sources of revenue. Council discussed if increasing the property tax levy .0520 was fair to residents. Council President Gilbert stated that the Council should reconsider the cell phone company occupation tax. Comments on an adequate amount of cash reserves were

held. Brown reported that twenty people would be impacted if departments had to cut more expenses again.

Council recessed at 9:23pm and resumed at 9:35pm.

Expenses were reviewed and discussed. Brown reported that Governance program reductions were equal to Community Oriented programs. Discussion was held on the Finance Department and payments from the Enterprise Funds.

The proposed Assistant City Administrator personnel change was discussed. Brown answered questions about the increased responsibility of the proposed Assistant City Administrator versus just the Finance Department. Council asked questions about the recruitment and salary ranges of the proposed position.

Council discussed concerns about the proposed reductions to the Community Service Officers hours. Police Chief Lamken commented the impact of reductions.

ORDINANCES:

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

#9315 – Consideration of Amending Chapter 23 of the Grand Island City Code Relative to Food and Beverage Occupation Tax

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 second reading and then upon final passage and call for a roll call vote on each reading and then upon final passage.” Councilmember Nickerson second the motion. Upon roll call vote, all voted aye. Motion adopted.

City Administrator Mary Lou Brown reported that Ordinance #9315 would allow the City to use excess revenue from the food and beverage occupation tax for the State Fair Lottery match, which is \$350,000 a year. The lottery match is required by state statute for the State Fair host city. After the debt payments and lottery match the City could make additional debt payments with surplus funds if Ordinance #9315 is adopted. Food and beverage tax receipts are a bright spot for the City’s revenue.

Raymond O’Connor, 611 Fleetwood, spoke on Ordinance #9315.

Discussion was held on Ordinance #9315. Council discussed the original passage of the Food and Beverage Occupation Tax. Comments were made whether the City should pay off the debt of the Community Fieldhouse building early. Brown reported that the passage of Ordinance #9315 would reduce the amount of revenue necessary to fill the revenue gap.

Motion by Carney, second by Ramsey to approve Ordinance #9315.

Council discussed Ordinance #9315.

Motion by Gilbert, second by Ramsey to call for the question. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9315 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmember's Ramsey, Gilbert, Nickerson, Donaldson, Dugan and Gericke voted aye. Councilmember's Carney and Gard voted no. Motion adopted.

City Clerk: Ordinance #9315 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, Councilmember's Ramsey, Gilbert, Nickerson, Donaldson, Dugan and Gericke voted aye. Councilmember's Carney and Gard voted no. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9315 is declared to be lawfully adopted upon publication as required by law.

RESOLUTION:

#2011-212 – Consideration of Approving Contract for Police and Fire Consultant. City Administrator Mary Lou Brown reported that public safety is the largest portion, approximately 50%, of the General Fund budget. This study will help the City make decisions about changes for the Police, Fire and Emergency Management departments. There were four finalists from the request for proposal process that the City interviewed. ICMA receiving the highest score.

Scott Kuhel, 1419 Independence Ave, spoke in opposition to the Police and Fire Consultant.

Discussion was held on regarding the cost, \$84,000, of the contract and this study as an investment for the future. Police Chief Steve Lamken and Fire Chief Troy Hughes answered questions about what the City will receive for the contract.

Motion by Gilbert to approve #2011-212 – Consideration of Approving Contract for Police and Fire Consultant, second by Councilmember Gard. Upon roll call vote, Councilmember's Ramsey, Gilbert, Donaldson, Dugan, Gard and Mayor Vavricek voted aye. Councilmember's Carney, Nickerson and Gericke voted no. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 11:38pm.

Shannon Oster
Assistant to the City Administrator



City of Grand Island

Tuesday, August 23, 2011

Council Session

Item G3

Approving Minutes of August 16, 2011 City Council Special Meeting

Staff Contact: Shannon Oster

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL SPECIAL MEETING

August 16, 2011

Pursuant to due call and notice thereof, a Special 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 August 16, 2011. Notice of the meeting was given in the *Grand Island Independent* on August 10, 2011.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following Councilmember's were present: Chuck Haase, Bob Niemann, Larry Carney, Kirk Ramsey, Peg Gilbert, Mitch Nickerson, Linna Dee Donaldson, Scott Dugan, Randy Gard, and John Gericke. The following City Officials were present: City Administrator/Finance Director Mary Lou Brown, Assistant to the City Administrator Shannon Oster, City Attorney Robert Sivick, and Public Works Director John Collins.

INVOCATION was given by CYC member Kellon Johnson followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNITCATION: No members of the public reserved time to speak during the meeting. The Mayor introduced CYC members Kellon Johnson and Jordyn Barnett. Both are new CYC members.

The Mayor congratulated Councilmember Ramsey on his award as the Specialist/Counselor of the Year and recognition published in the Independent on August 13, 2011. The Mayor thanked the public for the work during the Community Clean-Up event.

PUBLIC HEARING:

Public Hearing on Proposed FY 2011-2012 City Single Budget (Continued). City Administrator Mary Lou Brown reported that the non-union pay schedule in the proposed budget be a 1.75% increase. This group received a 0% last fiscal year. This increase is similar to that of the IAFF, who also received a 0% increase for the current fiscal year. The proposal would also move from a 8 to 15 step salary table. This is the same change as the new AFSCME contract. Long term, this change will slow the growth of salaries.

Fees increased include the 2012 Proposed Budget are \$268,500 in consumer fees. The proposal is to withdraw \$150,000 generated by the \$1.00 payment processing fee. Major fee increases are:

- Parks and Recreation increase fees by \$63,000 in revenue by a player participation fee of \$10, and increasing the Island Oasis daily fee (\$1) and season pass (\$5).
- Fire and Ambulance increase fees by \$50,000 through education and fire safety inspection fees.
- Planning fees of \$5,500 are a reimbursement from Community Development for grant related support services.

Brown reported for 2012 Revenue/Expenses that based on Council feedback from the Special Council Meeting on August 11, 2011 that the revenue target should include: \$1,268,500, \$416,841 (use of reserve), and \$37,481 to add back Community Service Officers, for a total revenue target of \$1,722,822. Brown stated that a property mill levy adjustment of .0516 would generate \$1,254,618 in revenue, along with \$118,500 in consumer fees, and the \$350,000 in food and beverage allocation would meet the revenue target. Brown reported that adjusting the mill levy results in revenue that is more sustainable. The incremental levy increase would equate to \$4.30/month for a \$100,000 home, and potentially \$40% or \$300,000 in MEF.

Brown reported on the General Fund Capital in the proposed budget. Most of the requests are from Police and Fire Departments. Brown recommends the approval of the Capital, but recommends a vehicle purchasing policy with the completion of the Fire and Police study. The General Fund Capital is a total of \$3,693,172.

Discussion was held on the non-union wage proposal for 2011-2012 fiscal year. Brown explained how a 15 step salary plan would increase at 2.5%, which is different from the current 8 step salary plan increases of approximately 5%. Human Resources Director Brenda Sutherland stated that employees would be placed on the 15 step plan similar to their current step.

Discussion was held on the Fee Schedule in the 2012 Proposed Budget. Planning Director Chad Nabity stated that the Administrative Fee from the Community Development Division was a change over years based on the realization that the Planning Department staff provides support for Community Development.

Motion by Nickerson, second by Gericke to removed the \$1 fee from the 2012 fee schedule. Upon roll call vote, all voted aye. Motion adopted.

Condition Use Permit fee increase and new fees for the Community Fieldhouse were discussed. Building Director Craig Lewis explained the number of departments and amount of time involved in the Conditional Use Permit process.

Motion by Nickerson, second by Dugan to amend the Conditional Use Permit fee from \$1,000 to \$500. Upon roll call vote, Haase, Nickerson and Dugan voted aye. Carney, Niemann, Ramsey, Gilbert, Donaldson, Gard and Gericke voted no. Motion failed

The new block party closure fees were discussed. Public Works Director John Collins explained the type of barricades used are a required Manual Uniform Traffic Control Devices, which are a high cost.

Motion by Haase, second by Ramsey to exclude the National Night Out from the Block Party Fee. Upon roll call vote, Haase, Carney, Ramsey, Gilbert, Nickerson, Donaldson, Dugan, Gard and Gericke voted aye. Niemann voted no. Motion adopted.

General Fund Capital was discussed. Vehicles for the Building, Police and Fire departments were discussed. The Police Department budgeted \$134,000 for marked police cars, which would

be for four cars, not six. Haase requested a study session on a proposed a vehicle replacement policy. Brown stated that the vehicle policy would be broader than just replacement schedule.

Public Works Director John Collins reported on the 2012 Capital Projects Budget. Total funding is \$3,254,600 from:

- General Fund: \$779,600
- State Gas Tax: \$1,323,000
- Keno: \$250,000
- Debt Service: \$602,000
- Special Assessment: \$300,000

Collins briefly reviewed each of the 2012 projects which are:

- Federal Resurfacing projects design in 2012, with construction in 2013.
- Capital Avenue Widening
- Wood River Bridge at Blaine Street
- Husker Highway (NDOR project)
- US Highway 30 (NDOR Project)
- Drainage projects include: Independence Ave Drainage, US 30 Drainage, Northwest Drainage, Drainway from Central Community College to Wood River, Integrated/Comprehensive Drainage Plan, and Concrete Lining for Ditches.
- Sidewalk and Trails projects include: Annual Sidewalk Program, Walk to Walnut (Safe Routes to School), State and Capital Connector Trail, Capital to Eagle Scout Trail, Mormon Island Bridges (Hike/Bike), and Mormon Island Phase 1 & 2.
- Quiet Zone Improvement – Phase 1 will begin construction in 2012
- Lincoln Park Pool Design – year one design cost is \$80,000 as a placeholder to ensure this was addressed by the City.

Motion by Gilbert, second by Gard to remove the Lincoln Park Pool design from the Capital Budget. Motion to withdraw by Gilbert, second by Gard.

- Annual Miscellaneous Park Projects
- Fiber and Wireless Connections
- City Hall Phone System
- City Hall Heating Ventilation and Air Conditioning
- Infrastructure Emergency Funds – Disaster Recovery

Collins also stated that the North and Capital intersection do not meet the warrants for a signal or traffic circle.

Council recessed at 9:05pm and resumed at 9:15pm.

Brown stated that the Solid Waste and Wastewater budget presentations would be postponed until Tuesday August 23, 2011.

RESOLUTION:

#2011-213 – Consideration of Approving Full Time Equivalent Schedule. City Administrator Mary Lou Brown reported that personnel is the largest portion on the budget. There are six impacts:

1. There was a 5.3338 FTE reduction in the proposed budget, and that 1.0088 FTE for Community Service Officers reinstating until the Police and Fire study.
2. Public Works/Fleet Services reorganization would add an engineer to Public Works and address the ratio of management to support positions in Fleet Services.
3. The Assistant City Administrator/Finance Director position
4. Reclassification in Human Resources to reflect the work performed and titles found in comparability. The existing Specialist job functions are changing a salary reduction is proposed.
5. Reclassification in Solid Waste and Streets to add title of Foreman.
6. Non-union pay recommendation reported in the General Fund presentation

Motion by Nickerson, second by Ramsey to approve Resolution #2011-213.

Motion by Gericke, second by Haase to amend the motion to not approve the position of the Assistant City Administrator/Finance Director.

Discussion was held on the Assistant City Administrator position. Brown and Sutherland reported on the extensive recruitment efforts made for a Finance Director. Recruitment was done internally by the Human Resources Recruiter. Comments were made on the responsibility and salary of the proposed Assistant City Administrator/Finance Director position. Sutherland stated that comparability would be the determining factor of the salary. This position would be an appointed position, due to state requirement to have a City Treasurer.

Upon roll call vote Haase, Carney, Gilbert, Donaldson, Dugan, Gard, Gericke voted aye. Niemann, Ramsey and Nickerson voted no. Motion adopted.

Motion by Nickerson, second by Ramsey to approve Resolution #2011-213. Upon roll call vote Haase, Carney, Gilbert, Donaldson, Dugan, and Gard voted aye. Niemann, Ramsey, Gericke and Nickerson voted no. Motion adopted.

#2011-214 – Consideration of Providing Guidance to City Administration Regarding Property Tax Levy Adjustment. City Administrator Mary Lou Brown reported that this resolution would direct the City Administration to adjust the proposed budget with a .0516 mill levy increase for a total levy of .3241. Approving this resolution would not formally set the mill levy, but the Council will vote to do that with the budget approval scheduled for September 13, 2011. Brown reported this is the fill an approximate \$1.2 million gap in revenue.

Motion by Gericke, second by Nickerson to approve Resolution #2011-214.

Discussion was held on the proposed property tax increase. Brown reported that the City will find out the property valuation from the County around August 20, 2011. Comments were made that Grand Island would be among the tenth lowest if the mill levy was .3241. Currently the City is the sixth lowest of first class cities, and Lincoln and Omaha.

Upon roll call vote Niemann, Nickerson, Donaldson, Dugan, Gard and Gericke voted aye. Haase, Carney, Ramsey and Gilbert voted no. Motion adopted.

OTER ITEMS:

Review and Approval of Proposed FY 2011-2012 City Single Budget

The public hearing for the Proposed FY 2011-2012 City Single Budget will remain open and resume on August 23, 2011.

ADJOURNMENT: The meeting was adjourned at 10:45 p.m.

Shannon Oster
Assistant to the City Administrator



City of Grand Island

Tuesday, August 23, 2011

Council Session

Item G4

**Approving Liquor Manager Designation for Tyra Love, 211 S.
Sycamore Street for Smoker Friendly/T & D Liquors, 802 West
2nd Street**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: August 23, 2011

Subject: Request from Tyra Love, 211 S. Sycamore Street for
Liquor Manager Designation for Smoker Friendly/T & D
Liquors, 802 West 2nd Street

Item #'s: G-4

Presenter(s): RaNae Edwards, City Clerk

Background

Tyra Love, 211 S. Sycamore Street has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with the Class 'CCB-81279' Liquor License for Smoker Friendly/T & Liquors, 802 West 2nd Street.

This application has been reviewed by the Police Department and City Clerk's Office.

Discussion

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all liquor manager designations. All departmental reports have been received. See attached Police Department report.

Alternatives

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

1. Approve the request.
2. Forward the request with no recommendation.
3. Take no action on the request.

Recommendation

City Administration recommends that the Council approve the request for Liquor Manager Designation.

Sample Motion

Move to approve the request from Tyra Love, 211 S. Sycamore Street for Liquor Manager Designation in conjunction with the Class “CCB-81279” Liquor License for Smoker Friendly/T & D Liquors, 802 West 2nd Street with the stipulation that Ms. Love complete a state approved alcohol server/seller training program.

08/12/11

Grand Island Police Department

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14:43

LAW INCIDENT TABLE

Page:

1

City : Grand Island
Occurred after : 12:00:12 08/09/2011
Occurred before : 12:00:12 08/09/2011
When reported : 12:00:12 08/09/2011
Date disposition declared : 08/09/2011
Incident number : L11081171
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License

Investigation

Incident address : 802 2nd St W
State abbreviation : NE
ZIP Code : 68801
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : T Telephone
Agency code : GIPD Grand Island Police Department
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number : RaNae
Geobase address ID : 18110
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status : NCI Non-criminal Incident

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INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	49690	08/10/11	Smoker Friendly,	Business
NM	167736	08/10/11	Love, Tyra M	Liquor
Manager?				
NM	168628	08/10/11	Love, Rodney R	Tyra's Spouse

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT17	Liquor Store	

LAW INCIDENT NARRATIVE:

I Received a Copy of a Liquor Manager Application from Tyra Love for
Smoker
Friendly

LAW INCIDENT RESPONDERS DETAIL:

Seq	Responding officer	Unit number
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1	Vitera D	318 Vitera D
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08/12/11 Grand Island Police Department

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14:43

LAW INCIDENT TABLE

Page:

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LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	10:05:49 08/10/2011

08/12/11
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14:43
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Grand Island Police Department

LAW INCIDENT TABLE

Page:

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Grand Island Police Department
Supplemental Report

Date, Time: Wed Aug 10 10:06:03 CDT 2011
Reporting Officer: Vitera
Unit- CID

I received a copy of a liquor manager application from Tyra Love for Smoker Friendly. According to the application, Tyra was born in North Platte, NE, and she has lived in Nebraska for at least the last ten years. She worked for Smoker Friendly in North Platte for the last seven years before moving to Grand Island this year and working for Smoker Friendly here. Rodney Love is Tyra's husband. He has lived in Nebraska for at least the last ten years.

One part of the application asks if the applicant has ever been convicted of any charge. It goes on to explain the question by saying, "Has anyone who is a party to this application, or their spouse, ever been convicted of or plead

guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law, a violation of a local law, ordinance or resolution." Tyra checked the "No" box to this question.

I looked up Tyra and Rodney in Spillman and NCJIS. Tyra didn't have any entries in Spillman that would indicate she was convicted locally of anything, and Rodney didn't have a Spillman entry. According to NCJIS, Tyra was convicted of not having automobile liability insurance in 2005. Rodney has been convicted of DUI in 1998, false reporting in 1999, and disturbing the peace in 2010.

Even though Rodney signed a Spousal Affidavit of Non-Participation form, the question about convictions applies to him because it specifically refers to the spouse of the applicant and anyone who is a party to the application. Rodney and Tyra's failure to disclose their convictions technically makes the application false according to the Nebraska Liquor Control Act (Part II Chapter 2 Section 010.01). The undisclosed convictions would fall under state law or local ordinance. Either way, the convictions are either an infraction or a misdemeanor that do not rise to the level of a Class I Misdemeanor in a specified crime under Nebraska State Statute Chapter 28 that would automatically nullify the liquor license.

In addition, it doesn't appear that Rodney's convictions could be held against Tyra even if they were felonies. Part of Nebraska State Statute 53-131.01 talks about criminal history checks and their impact or lack thereof on the manager-applicant when his or her spouse has non-qualifying convictions.

"... (d)... and that such applicant has never been convicted of or pleaded

guilty to a felony or been adjudged guilty of violating the laws governing

the sale of alcoholic liquor or the law for the prevention of gambling in

the State of Nebraska, except that a manager for a corporation applying

for a license shall qualify with all provisions of this subdivision as

though the manager were the applicant, except that the provisions of this

subdivision shall not apply to the spouse of a manager-applicant..."

Since Tyra has no criminal history in the State of Nebraska except for one minor violation, and her husband's convictions can't be used against her and wouldn't

08/12/11

Grand Island Police Department

450

14:43

LAW INCIDENT TABLE

Page:

4

automatically disqualify her from becoming a manager even if they could; the

Grand Island Police Department has no objection to Tyra Love becoming the liquor manager for Smoker Friendly.



City of Grand Island

Tuesday, August 23, 2011

Council Session

Item G5

#2011-215 - Approving Bid Award - Pulverizer Separator Tops & Classifier Assemblies at Platte Generating Station

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
Jason Eley, Assistant City Attorney/Purchasing

Meeting: August 23, 2011

Subject: Pulverizer Separator Tops & Classifier Assemblies –
Platte Generating Station

Item #'s: G-5

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The four pulverizers at the Platte Generating Station crush and grind coal into fine particles for the boiler combustion process. These are the original pulverizers installed at the plant in 1980. Each pulverizer has seen consistent operation for over 25 years, each grinding approximately 2,500,000 tons of coal during that time. As a result of this operation, the coal causes erosion to specific pulverizer components. In the pulverizer, there is a separator section where the ground coal is classified by particle size. Larger particles are returned to the grinder section, fine particles are transferred to the boiler by a forced air stream for combustion.

Separator tops on two of the pulverizers were replaced last year. During the spring shutdown, an outside inspector found that a third pulverizer was in need of a new top and classifier assembly. Plant maintenance personnel will replace the top during normal operations. Each unit weighs just over two tons.

Discussion

Specifications for the replacement pulverizer separator top were developed by plant staff. Specifications for the Pulverizer Separator Tops and Classifier Assemblies were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on August 9, 2011. Specifications were sent to three potential bidders and responses were received as listed below. The engineer's estimate for this project was \$68,000.00.

Bidder	Base Bid Price	Total Bid Price
Southwestern Corp. Fort Collins, CO	\$61,700.00	\$61,700.00
ALSTOM Power, Inc. Windsor, CT	\$66,375.00	\$80,401.00

Bids were reviewed by Utility Engineering staff, and are both compliant with the specifications. The bid from Southwestern Corporation is the lowest bid, and less than the engineer's estimate.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the Contract for Precipitator Pulverizer Separator Tops and Classifier Assemblies to Southwestern Corporation of Fort Collins, Colorado, as the low responsive bidder, with the bid price of \$61,700.00.

Sample Motion

Motion to approve the bid of \$61,700.00 from Southwestern Corporation of Fort Collins, Colorado, for the Pulverizer Separator Tops and Classifier Assemblies.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: August 9, 2011 at 2:00 p.m.

FOR: Pulverizer Separator Tops & Classifier Assemblies

DEPARTMENT: Utilities

ESTIMATE: \$68,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: July 28, 2011

NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder:	<u>Southwestern Corporation</u> Fort Collins, CO	<u>ALSTOM Power, Inc.</u> Windsor, CT
Bid Security:	\$3,085.00	Westchester Fire Ins. Co.
Exceptions:	Noted	Noted
Bid Price:		
Material:	\$61,700.00	\$66,375.00
Labor:	-0-	\$ 9,380.00
Sales Tax:	<u>-0-</u>	<u>\$ 4,646.00</u>
Total Bid:	\$61,700.00	\$80,401.00

cc: Tim Luchsinger, Utilities Director
Jason Eley, Purchasing Agent
Mary Lou Brown, City Administrator
Karen Nagel, Utilities Secretary

Bob Smith, Assist. Utilities Director
Pat Gericke, Utilities Admin. Assist.
Lynn Mayhew, Utility Engineer

P1494

RESOLUTION 2011-215

WHEREAS, the City Electric Department invited sealed bids for Pulverizer Separator Tops and Classifier Assemblies at the Platte Generating Station; and

WHEREAS, on August 9, 2011, bids were received, opened and reviewed; and

WHEREAS, Southwestern Corporation of Fort Collins, Colorado, 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 \$61,700.00; and

WHEREAS, the bid of Southwestern Corporation of Fort Collins, Colorado, is less than the estimate for Pulverizer Separator Tops and Classifier Assemblies at the Platte Generating Station.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Southwestern Corporation, in the amount of \$61,700.00, for Pulverizer Separator Tops and Classifier Assemblies at Platte Generating Station is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2011

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 19, 2011	☐ City Attorney



City of Grand Island

Tuesday, August 23, 2011

Council Session

Item G6

**#2011-216 - Approving Bid Award - Precipitator and Duct
Cleaning and High Pressure Wash at Platte Generating Station**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
Jason Eley, Assistant City Attorney/Purchasing

Meeting: August 23, 2011

Subject: Precipitator and Duct Cleaning and High Pressure Wash
– Platte Generating Station

Item #'s: G-6

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The electrostatic precipitator at the Platte Generating Station is the air quality control equipment used to remove coal ash particulates from the plant's boiler flue gas stream. Proper performance of this equipment is required as part of the plant's operating permit. Due to volume and characteristics of the coal ash, the precipitator must be grit blasted twice a year to remove ash build-up to allow the plant to operate below permitted emission levels. In addition to maintaining performance, removal of the ash deposits also allows an inspection of the precipitator internal surfaces and components. The next outage is scheduled for October of this year.

Specifications were developed by the plant maintenance staff to include grit blasting of the electrostatic precipitator, bulk vacuuming of the associated ductwork, and high pressure water wash of the induced draft fan blades and bottom ash system.

Discussion

The specifications for the Precipitator and Duct Cleaning with High Pressure Wash were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on August 9, 2011. Specifications were sent to three potential bidders and responses were received as listed below. The engineer's estimate for this project was \$80,000.00. Meylan Enterprises bid did not include the high pressure wash items and the corrected amount is \$77,734.43.

Bidder	Bid Price
W-S Industrial Services, Inc. Council Bluffs, IA	\$67,945.00
Meylan Enterprises, Inc. Omaha, NE	\$77,734.43

Bids were reviewed by Utility Engineering staff, and are compliant with specifications. The bid from W-S Industrial Services, Inc. is compliant with specifications and is less than the engineer's estimate.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the Contract for Precipitator and Duct Cleaning and High Pressure Wash to W-S Industrial Services, Inc., of Council Bluffs, Iowa as the low responsive bidder, with a bid price of \$67,945.00.

Sample Motion

Motion to approve the bid of \$67,945.00 from W-S Industrial Services, Inc., for Precipitator and Duct Cleaning and High Pressure Wash at Platte Generating Station.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Jason Eley, Purchasing Agent

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Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: August 9, 2011 at 2:15 p.m.

FOR: Precipitator and Duct Cleaning and High Pressure Wash

DEPARTMENT: Utilities

ESTIMATE: \$80,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: July 28, 2011

NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder:	<u>W-S Industrial Services, Inc.</u>	<u>Meylan Enterprises, inc.</u>
	Council Bluffs, IA	Omaha, NE
Bid Security:	Merchants Bonding Co.	Universal Surety Co.
Exceptions:	None	None
Bid Price:		
Material:	\$23,750.00	\$28,127.00
Labor:	\$39,750.00	\$23,013.00
Sales Tax:	<u>\$ 4,445.00</u>	<u>\$ 3,579.80</u>
Total Bid:	\$67,945.00	\$54,719.80

cc: Tim Luchsinger, Utilities Director
Jason Eley, Purchasing Agent
Mary Lou Brown, City Administrator
Karen Nagel, Utilities Secretary

Bob Smith, Assist. Utilities Director
Pat Gericke, Utilities Admin. Assist.
Lynn Mayhew, Utilities Engineer

P1495

RESOLUTION 2011-216

WHEREAS, the City Electric Department invited sealed bids for Precipitator and Duct Cleaning and High Pressure Wash at the Platte Generating Station; and

WHEREAS, on August 9, 2011, bids were received, opened and reviewed; and

WHEREAS, W-S Industrial Services, Inc., of Council Bluffs, Iowa, 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 \$_____67,945.00 and

WHEREAS, the bid of W-S Industrial Services, Inc., of Council Bluffs, Iowa, is less than the estimate for Precipitator and Duct Cleaning and High Pressure Wash at the Platte Generating Station.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of W-S Industrial Services, Inc., in the amount of \$67,945.00, for Precipitator and Duct Cleaning and High Pressure Wash at Platte Generating Station is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2011

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 19, 2011	☐ City Attorney



City of Grand Island

Tuesday, August 23, 2011

Council Session

Item G7

#2011-217 - Approving Agreement for Temporary Ingress/Egress Easement to Access Outlot "A" in Springdale Second Subdivision - Part of SW ¼, NE ¼ of Section 23-11-10 (Barry W. and Jo Lynn Niedfelt)

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, Public Works Project Manager

Meeting: August 23, 2011

Subject: Approving Agreement for Temporary Ingress/Egress Easement to Access Outlot "A" in Springdale Second Subdivision – Part of SW ¼, NE ¼ of Section 23-11-10 (Barry W. and Jo Lynn Niedfelt)

Item #'s: G-7

Presenter(s): John Collins, Public Works Director

Background

The original plat of Springdale Second Subdivision provided for a 10' wide easement at the back (west end) of Lots 1 through 7, which was vacated by City Council on July 8, 2008 at the request of the developer.

An Ingress/Egress easement was then obtained at the same July 8, 2008 Council meeting, to allow for access to Outlot A, which is the detention cell serving the Springdale Second Subdivision area. This access easement consists of the north 10' feet of Lot 2 and the south 10' of Lot 3 in Springdale Second Subdivision, and replaces the vacated easement. During the development of homes on Lot 2 and Lot 3 a utility transformer was placed in the easement, blocking use of the easement to reach the detention cell.

Discussion

With homes on the north, south, and east side of the detention cell a temporary ingress/easement is needed to access the cell on the west side. During discussions with Mr. Barry Niedfelt, who owns the farm ground directly west of the detention cell, he agreed to a temporary easement on a yearly basis for access to the cell.

Alternatives

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

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

Recommendation

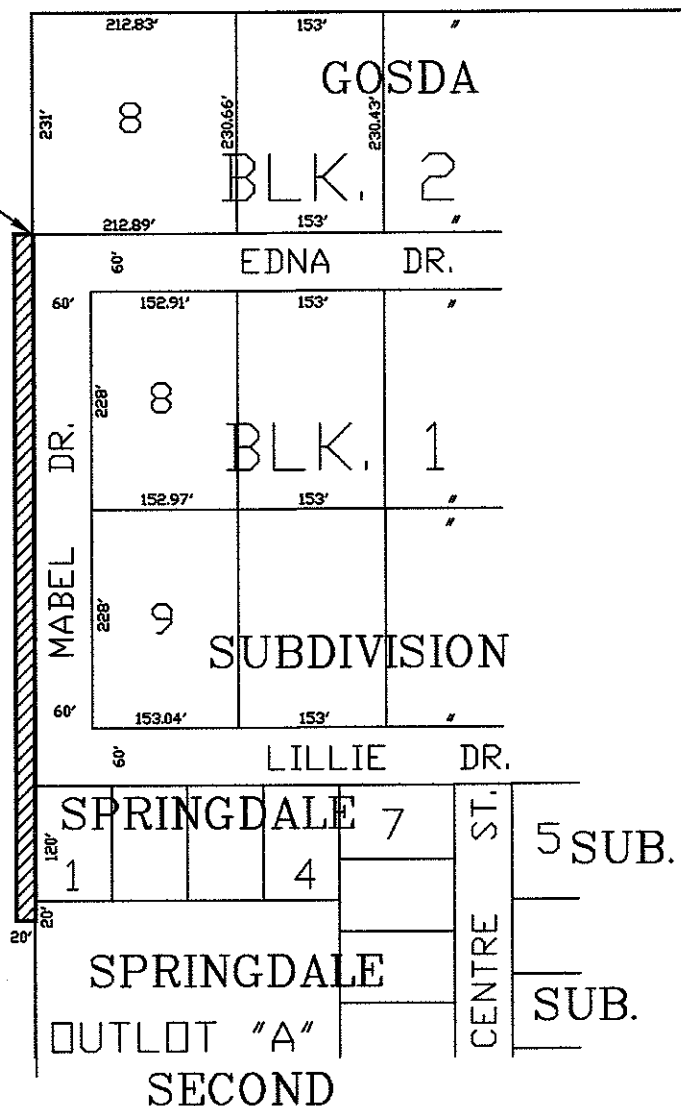
City Administration recommends that the Council approve the Agreement for Temporary Ingress/Egress Easement between the City of Grand Island, Public Works Department and Barry W. and Jo Lynn Niedfelt.

Sample Motion

Motion to approve the Temporary Ingress/Egress Easement.

ACTUAL POINT OF
BEGINNING

PART OF
S.W. 1/4, N.E. 1/4
SECTION 23-11-10



LEGEND



AREA OF TEMPORARY INGRESS/EGRESS EASEMENT

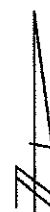


EXHIBIT "A"

CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT

DATE: 7/25/11
DRN BY: L.D.C.
SCALE: NONE

PLAT TO ACCOMPANY
TEMPORARY
EASEMENT

RESOLUTION 2011-217

WHEREAS, a temporary Ingress/Egress easement is required by the City of Grand Island, from Barry W. and Jo Lynn Niedfelt, for access to Outlot "A" in Springdale Second Subdivision, as follows:

BEGINNING AT THE NE CORNER OF THE SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 23, RANGE 11W, TOWNSHIP 10N (ALSO BEING THE NW CORNER OF GOSDA SUBDIVISION IN THE CITY OF GRAND ISLAND), THENCE SOUTHERLY ON THE EAST LINE OF THE SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 23, RANGE 11W, TOWNSHIP 10N (ALSO BEING THE WEST LINE OF LOT EIGHT (8) OF GOSDA SUBDIVISION) FOR A DISTANCE OF 231' TO THE SW CORNER OF LOT EIGHT (8) OF GOSDA SUBDIVISION, TO THE ACTUAL POINT OF BEGINNING, THENCE CONTINUING SOUTHERLY ON THE EAST LINE OF THE SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 23, RANGE 11W, TOWNSHIP 10N (ALSO BEING THE WEST LINE OF GOSDA SUBDIVISION), A DISTANCE OF 576' TO THE SW CORNER OF GOSDA SUBDIVISION, THENCE CONTINUING SOUTHERLY ON THE EAST LINE OF SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 23, RANGE 11W, TOWNSHIP 10N (ALSO BEING THE WEST LINE OF LOT ONE (1) OF SPRINGDALE SUBDIVISION) FOR A DISTANCE OF 120', THENCE CONTINUING SOUTHERLY ON THE EAST LINE OF THE SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 23, RANGE 11W, TOWNSHIP 10N (ALSO BEING THE WEST LINE OF OUTLOT "A" OF SPRINGDALE SECOND SUBDIVISION) A DISTANCE OF 20', THENCE WESTERLY A DISTANCE OF 20', THENCE NORTHERLY ON A LINE 20' WEST OF AND PARALLEL TO THE EAST LINE OF THE SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 23, RANGE 11W, TOWNSHIP 10N TO A POINT 231' SOUTH OF THE NORTH LINE OF THE SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 23, RANGE 11W, TOWNSHIP 10N, THENCE EASTERLY 20' TO THE ACTUAL POINT OF BEGINNING.

WHEREAS, an Agreement for Temporary Ingress/Egress Easement has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement for Temporary Ingress/Egress Easement on the above described tract of land.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2011.

Approved as to Form	<input type="checkbox"/>	_____
August 19, 2011	<input type="checkbox"/>	City Attorney

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 23, 2011

Council Session

Item G8

**#2011-218 - Approving Bid Award for One (1) TV Van for
Videoing the Sewer System**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Fred Tustin, Collections Supervisor

Meeting: August 23, 2011

Subject: Approving Bid Award for One (1) TV Van for Videoing the Sewer System

Item #'s: G-8

Presenter(s): John Collins, Public Works Director

Background

The Public Works Department televises sanitary sewer lines on a regular basis to check the condition of the lines. The storm sewer is not functioning as well as desired and there is a need to evaluate these as well. Existing equipment is designed for pipe sizes from 8" to 36", but some pipe is as large as 72".

The proposed camera transporter has a wheeled design, able to transverse larger pipes and debris without damage. It is also more resistant to the wear from concrete than the existing tracked based camera transporter.

A new van is proposed to house the new equipment, which is too large to fit inside the current van. This new equipment will be a better fit for the maintenance of both sanitary and storm sewer.

On July 20, 2011 an Advertisement for One (1) High Cube Van Chassis with Interior and Television Equipment with Supporting Accessories and Appurtenances was published in the Grand Island Daily Independent.

Discussion

Only one bid was received and opened at City Hall on August 3, 2011:

Municipal Pipe Tool Company - Van	\$89,675.00
Television Equipment	\$75,325.00
Trade-In	<u>-\$30,000.00</u>
Total Cost	\$135,000.00

Municipal Pipe Tool Co., LLC, of Hudson, Iowa, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein.

Alternatives

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

1. Move to approve a resolution authorizing the Mayor to approve and execute the contract with Municipal Pipe Tool Co., LLC of Hudson, Iowa on behalf of the City of Grand Island.
2. Refer the issue to a Committee.
3. Postpone the issue to future date.
4. Take no action on the issue.

Recommendation

Public Works Administration recommends that the Council approve the bid award to Municipal Pipe Tool Co., LLC of Hudson, Iowa.

Sample Motion

Motion to approve the bid award.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: August 3, 2011 at 2:00 p.m.

FOR: (1) TV Van for Wastewater Treatment Plant

DEPARTMENT: Public Works

ESTIMATE: \$170,000.00

FUND/ACCOUNT: 53030054-85625

PUBLICATION DATE: July 20, 2011

NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder: Municipal Pipe Tool Company
Hudson, IA

Bid Security: Merchants Bonding Company

Exceptions: None

Bid Price:

Van:	\$89,675.00
Television Equip.	\$75,325.00
Trade In:	<u>-\$30,000.00</u>
Total Cost:	\$135,000.00

cc: John Collins, Public Works Director
Jason Eley, Purchasing Agent
Mary Lou Brown, City Administrator

Catrina DeLosh, PW Admin. Assist.
Fred Tusin, WWTP Supervisor

P1492

RESOLUTION 2011-218

WHEREAS, the City of Grand Island invited sealed bids for one (1) High Cube Van Chassis with Interior and Television Equipment with Supporting Accessories and Appurtenances for videoing the Sewer System according to plans and specifications on file with the City Clerk; and

WHEREAS, on August 3, 2011, bids were received, opened and reviewed; and

WHEREAS, Municipal Pipe Tool Company, of Hudson, Iowa, submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, such bid being in the amount of \$135,000.00; and

WHEREAS, the bid of Municipal Pipe Tool Company of Hudson, Iowa is less than the estimate for the equipment; and

WHEREAS, such Bid is reasonable and acceptable.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Municipal Pipe Tool Company of Hudson, Iowa, with a Base Bid of \$165,000.00 and;

WHEREAS, the Trade-In value is \$30,000 and;

WHEREAS, the Total (Base Bid – Trade-In) of \$135,000.00 for One (1) High Cube Van Chassis with Interior and Television Equipment with Supporting Accessories and Appurtenances for videoing the Sewer System is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, and August 23, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form
August 19, 2011 City Attorney



City of Grand Island

Tuesday, August 23, 2011

Council Session

Item G9

**#2011-219 - Approving Certificate of Final Completion for
Handicap Ramp Project No. 2010-1**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: August 23, 2011

Subject: Approving Certificate of Final Completion for Handicap Ramp Project No. 2010-1

Item #'s: G-9

Presenter(s): John Collins, Public Works Director

Background

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$169,331.42 contract for the above project on February 8, 2011. The contract was for the installation of handicap ramps, in conjunction with asphalt street resurfacing in accordance with Federal ADA (Americans with Disabilities Act) regulations. Work commenced on March 21, 2011 and was completed on August 3, 2011.

On April 26, 2011 City Council approved Change Order No. 1, which allowed for the extra depth of sidewalk and pavement discovered at the Locust Street and Fonner Park Road intersection. The concrete sidewalk at this location was found to be 6" thick, instead of the normal 4" thickness; while the concrete pavement was 9" thick rather than the 6" thickness most city streets have. Change Order No. 1 added a cost of \$11,870.00 to the project, for a total project cost of \$181,201.42.

Discussion

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans and specifications. It was completed with an under run of \$17,404.28, for a total cost of \$163,797.14.

The project plans were prepared with estimated quantities at each curb ramp area. Any required changes are made in the field as the project is being built, dependent on the condition of the sidewalks and curb & gutter.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Certificate of Final Completion for Handicap Ramp Project No. 2010-1.

Sample Motion

Move to approve the resolution.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Handicap Ramp Project No. 2010-1
CITY OF GRAND ISLAND, NEBRASKA
August 23, 2011

TO THE MEMBERS OF THE COUNCIL
CITY OF GRAND ISLAND
GRAND ISLAND, NEBRASKA

This is to certify that Handicap Ramp Project No. 2010-1 has been fully completed by The Diamond Engineering Company of Grand Island, Nebraska under the contract dated February 8, 2011. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

Handicap Ramp Project No. 2010-1

Bid Section A – (Eddy Street at 11th Street – 18th Street; 5-Points Intersection; and Broadwell Avenue at Waugh Street & College Street)

Item No.	Description	Unit Price	Unit	Total Quantity	Total Cost
1	Remove 4" Sidewalk	\$.60	s.f.	3673.71	\$2,204.23
2	Remove Curb	\$1.50	l.f.	155.24	\$232.86
3	Remove 24" Curb & Gutter	\$3.00	l.f.	571.60	\$1,714.80
4	Remove 6" PCC	\$5.35	s.y.	34.50	\$184.58
5	Saw Cut	\$3.15	l.f.	971.84	\$3,061.30
6	Remove 5" Driveway	\$2.15	s.f.	0.00	\$0.00
7	Build 4" Sidewalk	\$4.48	s.f.	4194.34	\$18,790.64
8	Build 5" Driveway	\$5.45	s.f.	0.00	\$0.00
9	Build 24" Curb & Gutter	\$15.45	l.f.	726.84	\$11,229.68
10	Adjust Pull Box	\$155.00	ea.	0.00	\$0.00
11	Furnish & Place Warning Plates 2x2	\$112.00	ea.	148.00	\$16,576.00
12	Landscaping & Sprinkler Repair	\$1,600.00	l.s.	1.00	\$1,600.00
13	Traffic Control	\$3,070.00	l.s.	1.00	\$3,070.00
BID SECTION A - SUBTOTAL PROJECT COST					\$58,664.09

Bid Section B – (1st Street at Sycamore Street, Oak Street & Vine Street)

Item No.	Description	Unit Price	Unit	Total Quantity	Total Cost
1	Remove 4" Sidewalk	\$.60	s.f.	856.08	\$513.65
2	Remove Curb	\$1.50	l.f.	144.50	\$216.75
3	Remove 24" Curb & Gutter	\$3.00	l.f.	52.30	\$156.90
4	Remove 6" PCC	\$5.35	s.y.	25.97	\$138.94
5	Saw Cut	\$3.15	l.f.	201.00	\$633.15
6	Build 4" Sidewalk	\$4.48	s.f.	1020.46	\$4,571.66
7	Build 24" Curb & Gutter	\$15.45	l.f.	167.00	\$2,580.15
8	Furnish & Place Warning Plates 2x2	\$112.00	ea.	30.00	\$3,360.00
9	Landscaping & Sprinkler Repair	\$735.00	l.s.	1.00	\$735.00
10	Traffic Control	\$1,525.00	l.s.	1.00	\$1,525.00
BID SECTION B - SUBTOTAL PROJECT COST					\$14,431.20

Bid Section C – (Locust Street at Fonner Park Road – Koenig Street)

Item No.	Description	Unit Price	Unit	Total Quantity	Total Cost
1	Remove 4" Sidewalk	\$.60	s.f.	6726.08	\$4,035.65
2	Remove Curb	\$1.50	l.f.	1233.55	\$1,850.33
3	Remove 24" Curb & Gutter	\$3.00	l.f.	30.60	\$91.80
4	Remove 6" PCC	\$5.35	s.y.	261.94	\$1,401.38
5	Saw Cut	\$3.15	l.f.	1397.70	\$4,402.76
6	Remove 5" Driveway	\$2.15	s.f.	89.44	\$192.30
7	Remove Asphalt	\$6.00	s.f.	30.31	\$181.86
8	Build 4" Sidewalk	\$4.48	s.f.	6812.24	\$30,518.84
9	Build 5" Driveway	\$5.45	s.f.	89.44	\$487.45
10	Build 24" Curb & Gutter	\$15.45	l.f.	954.55	\$14,747.80
11	Build 6" Vertical Curb	\$18.45	l.f.	176.70	\$3,260.12
12	Furnish & Place Warning Plates 2x2	\$112.00	ea.	145.00	\$16,240.00
13	Landscaping & Sprinkler Repair	\$1,675.00	l.s.	1.00	\$1,675.00
14	Traffic Control	\$3,200.00	l.s.	1.00	\$3,200.00
15	Adjust Pull Box	\$155.00	ea.	1.00	\$155.00
BID SECTION C - SUBTOTAL PROJECT COST					\$82,440.26

Change Order No. 1

Item No.	Description	Unit Price	Unit	Total Quantity	Total Cost
1	Replace 6" PCC	\$30.00	s.y.	49.32	\$1,479.60
2	Remove 9" PCC	\$6.85	s.y.	121.31	\$830.97
3	Replace 9" PCC	\$42.00	s.y.	121.31	\$5,095.02
4	Install Integral Curb on 9" Pavement	\$4.00	l.f.	214.00	\$856.00
BID SECTION C - SUBTOTAL PROJECT COST					\$8,261.59

TOTAL PROJECT COST - \$163,797.14

I hereby recommend that the Engineer's Certificate of Final Completion for Handicap Ramp Project No. 2010-1 be approved.

John Collins – City Engineer/Public Works Director

Jay Vavricek – Mayor

RESOLUTION 2011-219

WHEREAS, the City Engineering/Public Works Director for the City of Grand Island issued a Certificate of Final Completion for Project No. 2010-1, installation of Handicap Ramps, certifying that The Diamond Engineering Company of Grand Island, Nebraska, under contract, has completed the handicap ramp installation; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the project; and

WHEREAS, the Mayor concurs with the recommendation of the City Engineer/Public Works Director, and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Project No. 2010-1, installation of handicap ramps, is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 23, 2011

Council Session

Item G10

#2011-220 - Approving Bridge Deck Repairs on the Blaine Street Bridge

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, Public Works Project Manager

Meeting: August 23, 2011

Subject: Approving Bridge Deck Repairs on the Blaine Street Bridge

Item #'s: G-10

Presenter(s): John Collins, Public Works Director

Background

On June 9, 2011, in the Grand Island Daily Independent, the Engineering Division of the Public Works Department solicited bids for the Blaine Street Bridge Deck Repair project.

The Diamond Engineering Company and Lacy Construction Company, both of Grand Island, Nebraska responded to the advertisement, with The Diamond Engineering Company submitting the lowest responsible bid of \$17,612.93. Any expenditure over \$20,000 requires City Council approval.

Discussion

The work consisted of the removal and replacement of sections of the 6" deck on the Blaine Street Bridge, north of US Highway 34 over the Wood River. Class II (partial depth) and Class III (full depth) repairs were made to the bridge deck. The repairs were necessary to address concrete deterioration due to age on some sections of the deck.

Once the work began, an official from the Nebraska Department of Roads (NDOR) was consulted to review the Contractor's operations and the condition of the deck. The NDOR official recommended additional sections to be repaired by the Class II methods. The Class II Repair quantity overran 17.79 Square Yards, or 46.8% of the original contract quantity of 38 Square Yards.

Overruns for the Class III sections were due to necessary minor increases to the repair locations after concrete removal operations were started. The Class III Repair quantity overran 1.31 Square Yards, or 8.2% of the original contract quantity of 16 Square Yards.

The final project cost total, including Mobilization, is \$21,346.24.

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 Blaine Street Bridge deck repair project in the amount of \$21,346.24 to The Diamond Engineering Company.

Sample Motion

Move to approve the resolution.

RESOLUTION 2011-220

WHEREAS, the City of Grand Island invited sealed bids for Blaine Street Bridge deck repairs according to plans and specifications on file with the Public Works Department; and

WHEREAS, on June 20, 2011, bids were received, opened and reviewed; and

WHEREAS, The Diamond Engineering Company submitted a bid in the amount of \$17,612.93; and

WHEREAS, due to necessary additional repairs to the bridge deck the total cost of work completed is \$21,346.24; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the completed cost of the Blaine Street Bridge deck repairs of \$21,346.24 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, and August 23, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form
August 19, 2011

City Attorney



City of Grand Island

Tuesday, August 23, 2011

Council Session

Item G11

#2011-221 - Approve Holliday Investments Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: August 23, 2011
Subject: Holliday Investments Subdivision – Final Plat
Item #'s: G-11
Presenter(s): Chad Nabity AICP, Regional Planning Director

Background

This property is located south of U.S. Highway 30 and east of Gunbarrel Rd., in the two mile extraterritorial jurisdiction of Grand Island, in Merrick County, Nebraska. Consisting of (2 Lots) and 5.29 acres.

Discussion

The revised final plat for Holliday Investments Subdivision was considered by the Interjurisdictional Planning Commission at the August 9th, 2011 meeting. A motion was made by Connelly and seconded by Ericksen to recommend approval of the plat for Holliday Investments Subdivision as presented. Five members present voted in favor (Ericksen, Connelly, Bredthauer, Ogden, Wiegert) of the motion and no members opposed or abstained.

Alternatives

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

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

Recommendation

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

Sample Motion

Motion to approve as recommended.

Developer/Owner

Jari C. Holliday, President of Holliday Investments, Inc

William J. Holliday and Kathryn S. Holliday

116 E Hwy 30

Grand Island NE 68801

To create 2 lots east of Gunbarrel Rd., and south of U. S. Highway 24, in the two mile extraterritorial jurisdiction of Grand Island, in Merrick County, Nebraska.

Size: 5.29 acres

Zoning: R2-M Suburban Density Residential with a Mobile Home Overlay

Road Access: U.S. Hwy 30

Water Public: City water is not available

Sewer Public: City sewer is not available



RESOLUTION 2011-221

WHEREAS, Jari C. Holliday, President of Holliday Investments, Inc a Nebraska Corporation, and William J. Holliday and Kathryn Holliday, husband and wife, being the owners of land described hereon, have caused same to be surveyed, subdivided, platted and designated as HOLLIDAY INVESTMENTS SUBDIVISION, to be laid out into 2 lots, a Subdivision of Tract 1, and Tract 2, located in the Northwest of the Southwest Quarter (NW1/4, SW1/4) of Section 6, Township 11 North, Range 8 West of the 6th P.M., Merrick County, Nebraska, and has caused a plat thereof to be acknowledged by it; and

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 19, 2011	☐ City Attorney



City of Grand Island

Tuesday, August 23, 2011

Council Session

Item G12

#2011-222 - Approving Parking Lot Agreement with the Nebraska State Fair

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks and Recreation Director

Meeting: August 23, 2011

Subject: Approving Lease Agreement with State Fair for Parking on City owned property.

Item #'s: G-12

Presenter(s): Robert Sivic, City Attorney

Background

Grand Island was selected to host the Nebraska State Fair starting in the summer of 2010. As part of the requirements of hosting a successful State Fair, adequate parking is necessary.

Discussion

A lease agreement has developed to allow State Fair parking on City owned land south of Island Oasis and south of Fire Station Number one. A copy of the proposed lease is attached.

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 Mayor to sign the lease agreement with the State Fair.

Sample Motion

Move to approve the resolution authorizing the Mayor to sign a lease agreement with the Ne State Fair to allow parking on City owned property during the State Fair.



LEASE AGREEMENT

This Lease Agreement is made and entered into as of the _____ day of _____, 2011, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation (the "City"), as the "Lessor", and the **NEBRASKA STATE FAIR BOARD, f/k/a THE NEBRASKA STATE BOARD OF AGRICULTURE**, A Private Corporation established under the authority of Nebraska Revised Statutes §2-101 and an instrumentality serving the State of Nebraska and its citizens under the terms provided for in Nebraska Revised Statutes, Article I of Chapter 2, as the "Lessee". Lessor and Lessee each may be referred to herein as the "party" and jointly referred to herein as the "parties".

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 directly south of the Island Oasis and City Fire Station #1 properties, excluding all the property surrounding the Nebraska Law Enforcement Memorial, further described in the drawing attached herein, located in the City of Grand Island, Hall County, Nebraska.

II.

To have and to hold said premises unto Lessee for a term of five (5) years, which can be renewed by agreement of the parties in writing. 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 lease term. The property is to be used by Lessee for parking and shall be occupied only during the operating days of the Nebraska State Fair, with said dates to be provided by Lessee to the Lessor sixty (60) days prior to any occupancy.

III.

Lessee shall not perform any alterations or modifications to the property without the express written consent of the Lessor.

IV.

The Lessee further covenants that it shall remove all trash, debris, and refuse from the area that it occupies and keep it clean and free from all refuse throughout the term of the lease.

The Lessee shall maintain and provide for trash receptacles and control during the time of the State Fair included in the dates that it provided above for its occupancy of the property.

V.

The Lessee shall provide a comprehensive general public liability insurance policy in the amount of at least Five Hundred Thousand Dollars (\$500,000) for one person or One Million Dollars (\$1,000,000) for any one accident involving injury to more than one person, and property damage of not less than Two Hundred Fifty Thousand (\$250,000) for any one accident. The Lessee shall list the Lessor as an additional insured on its general public liability insurance policy.

VI.

The Lessee shall pay rent in the sum of One Dollar (\$1.00) per year payable on the 1st day of August, 2010.

VII.

The Lessee will not allow for any liens or encumbrances to be placed upon the property or any improvements of the Lessor.

VIII.

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 property except such as Lessor shall in writing approve.

IX.

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.

X.

At the expiration of said term, the Lessee will peaceably yield up to the Lessor the premises, in good repair in all respects, and provide for the appropriate grass/sod or ground cover to be restored to the satisfaction of the Lessor.

XI.

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.

XII.

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/her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to the employment because of his/her race, color, religion, national origin or ancestry. The Lessee further agrees to maintain a drug-free environment at all times. Breach of this covenant may be regarded as a material breach of the Lease Agreement.

XIII.

Lessee agrees that it shall be responsible for all landscape maintenance, including all mowing. Lessee agrees and understands that Lessee is responsible to maintain the premises in order to comply with City Code §17-50. Any landscaping modifications may be performed by Lessee upon obtaining written consent from the Director of the Parks and Recreation Department for the City of Grand Island.

XIV.

The 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 the premises during the term of this lease and since the date of its occupancy of the premises which may have preceded the commencement of this Lease Agreement. Lessee agrees not to remove any soil from the Lessor's premises except as authorized in writing by the Lessor.

XV.

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 thirty (30) day period and proceeds diligently thereafter to effect such cure.

IN WITNESS WHEREOF, the parties hereto hereby agree to execute this Lease Agreement as of the day and year first written above.

Attest:

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

RaNae Edwards, City Clerk

By: _____
Jay Vavricek, Mayor

STATE OF NEBRASKA)
) SS.
COUNTY OF HALL)

Notary Public

By: _____
 Its _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2010,
by _____, _____ of the Nebraska State Fair Board.

Notary Public

R E S O L U T I O N 2011-222

WHEREAS, the City of Grand Island is the owner of approximately 12 acre tract of land located south of Island Oasis Water Park and south of Fire Station #1; and

WHEREAS, the Nebraska State Fair has relocated to Grand Island, Nebraska; and

WHEREAS, parking is required for guests visiting the State Fair; and

WHEREAS, the Nebraska State Fair has asked to use the city owned property for parking during the State Fair.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City owned property located south of Island Oasis Water Park and Fire Station #1 excluding the Law Enforcement Memorial site be leased to the State Fair per the terms of the lease agreement.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 23, 2011

Council Session

Item G13

Approval of Appointments to Redistricting Committee

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: August 23, 2011

Subject: Redistricting Council Wards Based on 2010 Census Results

Item #'s: G-13

Presenter(s): Chad Nabity

Background

Every 10 years, following the U.S. Census of Population and Housing governments at all levels have the responsibility to examine their voting districts to ensure that our representative form of government is equally representing the citizens. Mayor Jay Vavricek is recommending the creation of a committee to review the existing boundaries and make recommendations to Council regarding potential changes.

The charge of this committee is to examine the existing City Council ward boundaries and to make a recommendation to the City Council about redrawing these boundaries to best equalize the population in each ward based on data provided by the 2010 U.S. Census of Population and Housing. In a representative democracy each member of the legislative body (City Council) should represent approximately the same number of people in the community to preserve the concept of equality (one person one vote.) In reality, it is acceptable for each ward to contain the ideal number of people plus or minus ten percent.

Discussion

Based on the 2010 Census each ward would ideally represent 9,704 people. The Census counts people, not voters so districts need to be divided by people. Another reason to count people instead of voters is to insure that children are equally represented. They are a constituency that is entitled to representation but without the ability to vote.

The population of the wards as currently drawn is as follows:

Ward 1	10,743
Ward 2	9,432
Ward 3	8,949
Ward 4	10,012
Ward 5	9,374

The courts have determined that district boundaries need to be redrawn when the population difference is 10 percent greater or less than the ideal number. In Grand Island for 2010 this means, that all wards must have at least 8,734 and no more than 10,674. As shown above only Ward 1 is outside of those parameters and in need of adjustment, but the Committee will have the option to make adjustments to all of the wards. Grand Island City staff will work with the Committee using the Hall County/Grand Island Geographic Information System (GIS) to manipulate the ward boundaries and calculate the population in each ward.

The Mayor has contacted a number of people representing a variety of constituencies and is recommending that the following people be appointed to the Committee:

Hall County Republican Designee	Jerry Piccollo
Hall County Democrat Designee	Glen Murray
Hall County Independent Designee	Gary Rosacker
Community Youth Council Member	Alex Wirth
Community Youth Council Member	Ashley Bykerk
City Council Representative	Bob Niemann
City Council Representative	Linna Dee Donaldson
At Large Community Representative	Anita Lewandowski Brown
Staff Member (Chairman)	Chad Nabity

The members of this committee will serve until Council approves ward boundaries consistent with the 2010 Census of Housing and Population. It is expected that the Committee will have their recommendations prepared for Council no later than October 14th.

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 appointments.

Sample Motion

Move to approve the appointments to the Redistricting Committee as submitted.



City of Grand Island

Tuesday, August 23, 2011

Council Session

Item H1

**Consideration of Request from Nebraska State Fair for
Modification to Conditional Use Permit for Recreational Vehicle
Camper Site at Fonner Park**

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: August 23, 2011

Subject: Request of the Nebraska State Fair for Modifications to the Conditional Use Permit Granted on June 8, 2010 and Revised on August 10, 2010. The Modifications Delay Improvements Provided for a Recreational Vehicle Camper Site at the Fonner Park Facility at 700E Stolley Park Road

Item #'s: H-1

Presenter(s): Craig Lewis, Building Department Director

Background

This is a request for approval to allow for modifications to the construction schedule of a recreational vehicle camper site at Fonner Park, in the northeast corner adjacent to Fonner Road and Stuhr Road. The current zoning classification of the site is B-2, a general business zone, which requires campgrounds to come before the City Council and receive approval in the form of a conditional use permit. Approval was granted by the City Council on June 8, 2010 and modified at the request of the applicant on August 10, 2010.

The modifications were to allow for any of the proposed 211 spaces that did not have the utility connections completed to be primitive sites for the 2010 State Fair.

This request is to allow for the continued operation of the recreational vehicle camper site for the fair year of 2011 and not provide the improvements originally proposed. It appears that the utility connections will only be complete to approximately 100 of the 211 spaces and no parking pads will be completed.

Discussion

The City code provides for campgrounds with the following conditions specified in the code; 36-69 (B) 2. (a) Developer shall submit a diagram of the proposed camp ground including a plot plan of the pads, landscaping plan, utility plan and interior street plan with the application for a conditional use permit.

(b) A minimum of one toilet and one lavatory for each sex shall be provided for the exclusive use of the park occupants. An additional toilet and lavatory for each sex shall be provided for each fifteen (15) sites or fraction thereof.

(c) All RV pads shall be provided with a landscape buffer yard as identified in the landscaping section of this code.

(d) Pads shall not be accessible from any public way.

Additionally section 36-6 Definitions, require Recreational Vehicle Pads: a space for parking a recreational vehicle within a campground or other allowed place consisting of no less than 800 square feet with a minimum width of 12 feet. Improvements included within the pad space include 1 hard surfaced improved parking space of not less than 180 square feet (20x9 or 18x10) and 2 hard surfaced improved parallel tire pads of not less than 2.5 feet by 24 feet.

The original application was submitted with drawings attached to show the concepts for the design of a 211 space camper site. The drawings provided a picture of the proposal and some of the basic requirements; they additionally identified a phased concept for the required improvements. That phasing did not include any improved pads for the first year and proposes the following schedule for improved pads the following years;

52 -- 2011

59 -- 2012

50 -- 2013

50 -- 2014

The proposed plan also identified toilet and lavatory facilities for the park at a future time but failed to identify the date for those improvements or the number of fixtures proposed.

A landscaping plan was provided and is currently completed.

The proposed camper pads appeared to meet the required square footage of concrete but the usability of the spaces was extremely questionable as the pads were 12' wide and 37' in length. A typical truck of 20' in length and a 24' long camper would overhang the pad by a considerable amount, it appears the pad would provide for either the camper or the vehicle but not both. Revisions for lengthening the pads to 42' were submitted on October 13, 2010.

Additional conditions placed on the approval for Recreational Vehicle Camper Sites were;

1) All interior roads and streets shall be improved to the design standards as identified in section 36-96(G), permanent, dust-free like asphalt, concrete or paving brick.

2) Annual inspection shall be conducted by the Building Department to check compliance with City Codes, conditions imposed, and adopted building, plumbing, electrical, and fire codes.

3) A 90 day time limit on the maximum allowable stay shall be imposed on all recreational vehicles and campers in the campground. No RV shall be allowed to remain longer than a 90 day consecutive period.

4) The size of any propane tank or other fuel container shall be limited to original equipment supplied by the manufacture, no additional or external tanks shall be permitted.

5) No skirting of any kind shall be allowed to be utilized with any recreational vehicle or camper within the camp grounds.

The original approval was specifically for the State Fair event in 2010 and as such the use was limited to the State Fair only until such time as all of the required improvements and conditions established by the City Council were completed. The modification approved in August of 2010 allowed for any of the remaining spaces not provided utility connections to be allowed primitive for the 2010 fair year.

This year it appears that approval is needed to allow for approximately ½ of the sites to be without electrical service, none of the required parking pads to be installed, and the five restroom and shower facilities available, deemed adequate, less than the 28 originally required.

Alternatives

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

1. Approve the request, finding that the proposed application is and will continue to be in conformance with the purpose of the zoning regulations.
2. Disapprove or /Deny the request, finding that the proposed application does not conform to the purpose of the zoning regulations.
3. Approve the request with additional or revised conditions and a finding of fact.
4. Refer the matter to a special committee for a determination of a finding of fact.

Recommendation

Approve the request to modify the conditional use permit for the recreational vehicle camper site with the conditions as previously approved and presented at the City Council meeting, and allow for the continue development of plans for construction finding that the proposed use and application promotes the health, safety, and general welfare of the community, protect property against blight and depreciation, and is generally harmonious with the surrounding neighborhood. After this year of operation the park shall provide all the required improvements for each subsequent year based on the number of improved parking pads in the identified schedule. The restroom facilities shall be provided for the number of improved pads in each subsequent year.

Sample Motion

Move to approve the request for modifications to the conditional use permit for the campground as identified in this memorandum and with the conditions identified in the previous approvals and presented at the City Council meeting and finding that the application conforms to the purpose of the zoning regulations.



City of Grand Island

Tuesday, August 23, 2011

Council Session

Item I1

**#2011-223 - Approving Amendment to the Redevelopment Plan for
Property Located at 213 N. Ruby Avenue**

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

Staff Contact: Chad Nabitv

RESOLUTION 2011-223

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

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

WHEREAS, the City has previously declared Redevelopment Area No. 6 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: Acquisition and Demolition of a dilapidated single family home and the subsequent rebuilding of a duplex housing unit at 213 N. Ruby (Lot 8 Block 31 of Packer and Barr's Second Addition to the City of Grand Island). All redevelopment activities will occur in Grand Island, Hall County, Nebraska; and

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

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

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 6 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission with respect to the Redevelopment Contract.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall be January 1, 2012 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.

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Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 23, 2011

Council Session

Item I2

**#2011-224 - Approving Amendment to the Redevelopment Plan for
Property Located at 1822 West 13th Street**

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

Staff Contact: Chad Nabitv

RESOLUTION 2011-224

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

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

WHEREAS, the City has previously declared Redevelopment Area No. 6 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: Acquisition and Demolition of a dilapidated single family home and the subsequent rebuilding of a duplex housing unit at 1822 W 13th Street (Lot 267 and Lot 268 of West Lawn Addition to the City of Grand Island). All redevelopment activities will occur in Grand Island, Hall County, Nebraska; and

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

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

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 6 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission with respect to the Redevelopment Contract.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall be January 1, 2012 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.

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Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 23, 2011

Council Session

Item I3

**#2011-225 - Approving the Wayside Horn Agreement between the
Union Pacific Railroad Company and the City of Grand Island**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, Public Works Project Manager

Meeting: August 23, 2011

Subject: Approving the Wayside Horn Agreement between the Union Pacific Railroad Company and the City of Grand Island

Item #'s: I-3

Presenter(s): John Collins, Public Works Director
Scott Griepenstroh, Public Works Project Manager

Background

The purpose of the Grand Island Quiet Zone Improvement Project, Phase I is to construct improvements at the Union Pacific Railroad (UPRR) crossings at Oak Street, Pine Street, Walnut Street and Elm Street so that train horns will not need to be activated for these crossings. "Silent" crossings will be created at Oak Street and Pine Street by constructing concrete medians and concrete curb to narrow the streets at the crossing approaches. Walnut Street will have a Wayside Horn System installed and concrete curb will be constructed to narrow the street. The crossing at Elm Street will be closed after improvements are completed at the other crossings.

Discussion

Prior to commencing with construction of the Wayside Horn System at the Walnut Street Crossing, the City of Grand Island is required to enter into the Wayside Horn agreement with UPRR. The agreement stipulates responsibilities and obligations of the City with respect to the work associated with engineering, design, construction, installation, interconnectivity, operation, and maintenance of the Wayside Horn System and the Quiet Zone Improvement Project.

The City shall install, own and maintain the Wayside Horn System and all parts and components thereof and any interconnecting cables provided for interconnection and all confirmation indicators at the crossing. The City will also be responsible for all costs associated with the installation, maintenance and testing of the interconnection equipment with the Railroad's crossing signal system.

The City will require its Contractor to execute and comply with the Right of Entry Agreement, Exhibit B, and to abide by the insurance coverage requirements. The City is required to maintain RR Protective Liability Insurance for installation, operations and maintenance of the Wayside Horn System as per Exhibit F to the Wayside Horn Agreement.

Public Works is currently acquiring permits from UPRR for installation of conduit under the railroad tracks for cable for the Wayside Horn System.

The City's consultant, Felsburg, Holt and Ullevig, recently completed the plans and specifications for the Grand Island Quiet Zones Improvement Project. Public Works is currently seeking bids for construction. Construction is planned for completion in late spring of 2012.

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 Council approve the resolution authorizing the Mayor to sign the Wayside Horn Agreement between the Union Pacific Railroad Company and the City of Grand Island.

Sample Motion

Move to approve the resolution.

WAYSIDE HORN AGREEMENT

BETWEEN THE

UNION PACIFIC RAILROAD COMPANY

AND THE

CITY OF GRAND ISLAND

COVERING

THE CONSTRUCTION, MAINTENANCE & OPERATION OF A
WAYSIDE HORN SYSTEM FOR THE EXISTING WALNUT STREET
AT-GRADE PUBLIC ROAD CROSSING

AT

MILE POST 146.95 – KEARNEY SUBDIVISION
DOT NO.: 817-622M

IN

GRAND ISLAND,
HALL COUNTY,
NEBRASKA

UPRR Folder No.: 2574-79

UPRR Audit No.: 1055559

WAYSIDE HORN AGREEMENT

THIS AGREEMENT, for good and valuable consideration, the receipt of which is hereby acknowledged, is made and entered into effective this _____ day of _____, 2011, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (hereinafter, the "Railroad") and the **CITY OF GRAND ISLAND**, a Nebraska municipal corporation (hereinafter, the "City").

The City has requested the Railroad's cooperation in connection with the implementation of a Wayside Horn System (hereinafter, "WHS," as defined more fully below), for the grade crossing at the Walnut Street at-grade public road crossing, (DOT No. 817-622M), at Railroad Mile Post 146.95 on the Kearney Subdivision in Grand Island, Hall County, Nebraska, as shown on the Railroad Location Print marked Exhibit A, and as detailed on the Detailed Plans collectively marked Exhibit A-1, each attached hereto and hereby made a part hereof. Hereinafter, any work associated with engineering, design, construction, installation, interconnection, operation, or maintenance concerning the WHS is called "the Work" and the WHS project is called "the Project." The Railroad is willing to cooperate with the City in facilitating the Project, and the Railroad is providing certain goods and services to the City, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the promises and conditions hereinafter set forth, the parties hereto agree as follows.

AGREEMENT:

1. The City's Sole Financial Responsibility for the Work and Project.

- a. The City shall be solely financially responsible for all labor and materials for the preparation by Railroad of estimates, engineering, design, construction, installation, maintenance, operation, interconnects, for interconnect costs, for all costs of flagging provided by the Railroad, and for all other costs and expenses referred to herein associated with the Work or the Project or required to facilitate, implement, maintain, and operate the WHS that comprises the Project, including without limitation as set out more fully below. "WHS" as used herein includes the system and any and all parts or components thereof or associated therewith, including without limitation, the horn, utility poles, the horn confirmation signal, the advance confirmation indicators and systems, control cables, interconnect cables, circuitry, and power supply for each installation.
- b. The City shall pay the Railroad for and fully reimburse the Railroad for, and shall be responsible for, any and all costs or expenses incurred by the Railroad in connection with the Work and this Project, including without limitation as set out more fully elsewhere herein.

2. Other Responsibilities and Obligations of the City with Respect to the Work and the Project.

- a. (1) The City shall install, own, and maintain, at its sole expense, the WHS and all parts and components thereof and any interconnecting cables provided for interconnection and all applicable advance confirmation indicators and systems at each crossing.
- (2) The City shall comply with all applicable law in respect to the Work and the Project, including, but not limited to, 49 CFR Part 222. The City shall comply with all FRA regulations and requirements with respect to the WHS.
- (3) The City shall be responsible for ensuring the reliable operation and proper functioning of the WHS after installation.
- b. The City shall endeavor to place all WHS components, including without limitation utility poles and power supplies, at locations within the City's existing street rights-of-way. The proposed locations are identified in **Exhibit A** and **Exhibit A-1** hereto. The Railroad's approval of these locations is provided by its execution of this Agreement. If the City desires to change placement of the WHS in any respect, the City shall apply to the Railroad for approval (if the change is a location still within the City's existing street right-of-way) or a license (if the change is to a location outside of the City's existing street right-of-way). The Railroad may issue approvals or licenses on application, subject to reasonable terms and conditions, provided that no existing or planned facilities of the Railroad, in the judgment of the Railroad, shall be adversely impacted by such placement.
- c. (1) The City in conducting any Work or activities in, around, or regarding the WHS or Railroad tracks, crossings, bungalows, crossing protection, or other facilities, whether directly or through contractors or subcontractors, shall ensure compliance in all respects with such rules and requirements of the Railroad referred to more specifically herein or in Exhibits or attachments hereto, or that the Railroad may later provide to the City.
- (2) If the City directly, but not through its contractors or their subcontractors, wishes to perform Work on the City's existing street rights-of-way on or over Railroad property, it may do so through its employees without being required to obtain an approved Right of Entry Agreement, as required by Section 2.c.(3) hereof, but in any event still shall be required to obtain the flagging protection described in the Right of Entry Agreement for any activity within twenty-five (25) feet from the center of the Railroad's nearest track and to comply with Sections 2.c.(1), (6), and (7) hereof, and shall comply with the terms of the provision for Protection of Subsurface Facilities on Railroad Property, in accordance with **Exhibit C** hereto, and shall comply with any other rules and requirements of the Railroad referred to more specifically herein or in Exhibits or attachments hereto, or that the Railroad may later provide to the City. Flagging will not be required, however, when the City under this Section 2.c.(2) is performing routine maintenance behind the crossing arms.
- (3) Under no circumstances will the City enter onto the Railroad's property in an area that is outside of the City's existing street right-of-way without first executing the Right of Entry Agreement, **Exhibit B** hereto (hereinafter, REA). In no circumstances will the City's contractors or their subcontractors enter onto the Railroad's property (including without limitation Railroad property located within the City's existing street rights-of-

way) without first executing the REA. In all cases, the Railroad's written approval of the REA must be obtained for it to be effective. The City acknowledges that it understands the terms, provisions, and requirements of the REA. The City shall ensure that its contractors and their subcontractors understand the REA. Furthermore, the City shall be responsible for its contractors' and subcontractors' compliance with the REA, and such contractors and subcontractors shall provide the Railroad with a certificate issued by the applicable insurance carriers providing the insurance coverage for their activities as required in the REA.

(4) Prior to initiating any Work to remedy an urgent public safety concern under this Agreement, the City shall notify the Railroad's Risk Management Control Center at 1-888-877-7267.

(5) The parties intend that they and the City's contractors and subcontractors shall cooperate to assure that REA's are timely and expeditiously submitted and that all conditions thereof are satisfied. Upon satisfaction of all conditions, Railroad will exercise reasonable efforts to approve such REA's within thirty (30) days.

(6) The City shall ensure that persons performing any Work by, for, or on behalf of the City on Railroad property (whether within or outside the City's existing street rights-of way) shall undergo and complete the training required by the Railroad which the Railroad will identify to the City, and by the FRA, including without limitation that for roadway worker protection set out at "contractororientation.com," or other approved training.

(7) The City shall protect underground systems in connection with its Work, the Project, and the WHS, in accordance with **Exhibit C** hereto, Protection of Subsurface Facilities on Railroad Property, and shall require its contractors and subcontractors to agree to do so.

d. Costs and expenses associated with or resulting from any relocation of the WHS, including without limitation any such relocation work that results from track alignment changes, new track construction, signal upgrades, or from any work implemented in the discretion of the Railroad, or resulting from the Railroad's business needs or the requirements of an administrative agency, shall be at the City's sole cost and expense. The Railroad shall provide reasonable prior notification of such relocation or other work.

e. The City shall prevent any interference (whether by induction, leakage of electricity, or otherwise) by or of the WHS with the operation or function of the Railroad's signals, communication lines, or any other installation or facility. If the WHS causes interference, the Railroad, in its sole discretion, may require the City, at its sole expense, to immediately take such remedial action as may be necessary to eliminate such interference.

f. The City shall maintain all vegetation at or near the WHS sites, to ensure that vegetation does not interfere with the performance or visibility of the WHS.

3. The Railroad's Work.

a. The Railroad, at the City's sole expense, shall provide the interconnect from the crossing signal control systems in the Railroad's signal cabin to activate the WHS at each installation, and all Work associated therewith, including preliminary design, engineering, and cost estimates relative to the interconnect. If modified, changed, or additional Railroad signal activation circuitry is required at a crossing to properly activate the WHS and the

signalization at the crossing, in accordance with 49 CFR Part 222, the Railroad will install such circuitry, at the sole expense of the City.

- b. The Railroad will install, own, and maintain, at the City's expense, all components within the Railroad's signal crossing cabin necessary for the interconnection, including without limitation relays, wiring, and terminal connections. The Railroad will not install, own, or maintain the interconnect cable provided by the City.
- c. The Railroad shall have absolutely no obligation, nor any right whatsoever, to install, provide circuitry to, test, or maintain any of the WHS components other than the interconnect.
- d. The Railroad has no duty to maintain the WHS or to monitor its function, safety, or state of repair.
- e. In no event shall the Railroad be responsible for the monitoring of the City's duties or obligations under FRA or other rules or regulations or under this Agreement.

4. Payments by the City to the Railroad.

- a. The City has agreed to pay the Railroad in accordance with the Preliminary Engineering Agreement attached hereto as **Exhibit D** for the Railroad's design services. The sum owed to Railroad thereunder is included in the **Exhibit E** Estimate described in Section 4.b, and this debt will be fully satisfied on the City's payment of the Estimate in full.

- b. (1) Within thirty (30) days after receiving the fully executed Agreement, the City shall pay the Railroad \$29,086.00, the amount set out in the Exhibit E Estimate. The Exhibit E Estimate is the estimated total cost for the Railroad's part of the Work, which includes the Cost Estimate Fee, engineering, design, construction and installation of the WHS interconnect or other circuitry or other facilities, or other Work as the City may have directed, in accordance with Section 3 above. If Railroad determines that the actual cost of the Work will likely exceed the Exhibit E Estimate, Railroad may submit supplemental invoices for the projected or actual additional costs. In such event, City within sixty (60) days shall notify the Railroad as to whether it agrees to pay the supplemental invoice amounts. If it does, then the writing evidencing that agreement shall become part of this Agreement, and all Work performed in connection with the supplemental invoice shall be performed pursuant to this Agreement.

- (2) If the City fails to pay the Exhibit E Estimate as required above, or if the City fails to notify the Railroad within sixty (60) days that it agrees to pay the supplemental invoice amount, or notifies the Railroad that it does not agree to pay the supplemental invoice, then this shall constitute a material breach under Section 9 hereof.

- (3) If the Railroad has overestimated the cost for such Work, and the actual cost is less than what the City pays, then the Railroad shall, within one hundred and twenty (120) days of completion of the Project, refund overpayment.

- c. The City agrees to each year pay the Railroad an annual maintenance fee of one hundred and twenty dollars (\$120.00) per crossing to cover the Railroad's cost of inspecting and testing the WHS interconnect equipment contemplated by this Agreement located within the Railroad's signal bungalows. The Railroad will invoice the City for such fee. If it becomes necessary to repair or replace any of the WHS interconnect equipment within the Railroad's

signal bungalows or perform other Work in connection thereto, the Railroad will separately invoice the City for such cost.

d. Railroad will provide flagging services at City's sole expense, and invoice City for these services.

e. All payments other than those described in Subsection 4a, to be made by the City to Railroad, shall be made within forty-five (45) days after submittal of the Railroad's invoices. Interest on any overdue amounts shall be at prime plus two percent, unless a lesser rate is required by state law.

f. The Railroad, for the period of twelve (12) months after completion of the Work, will maintain all books, papers, accounting records and other documentation relating to costs incurred under this Agreement and will make such materials available to the City or its duly authorized representatives for review and inspection at its offices, on reasonable prior notice and during regular business hours.

5. Effect of Lapse of City's Fiscal Year.

If the City's governing body does not on or before _____ of each fiscal year appropriate funds by approving a budget for the next succeeding fiscal year for payment of the insurance premiums that will be due for the insurance policies referred to in Section 7c, and that funds the payment of all Railroad invoices that have been submitted but that become due the next succeeding fiscal year, this Agreement immediately and automatically shall terminate at 12:00 midnight on _____ of the current fiscal year. However, all obligations of the City which accrued prior to termination for this reason shall continue to be due and payable and the City shall not be relieved from its obligations with respect thereto. All obligations of the Railroad with respect to this Agreement shall terminate effective as of the date of termination under this Section.

6. Sounding of Locomotive Horns.

The Railroad's rights and duties regarding the sounding of the locomotive horns at the subject WHS crossings shall be as set out in 49 CFR Part 222, and by other applicable law. Nothing contained in this Agreement shall be construed to alter such rights and duties.

7. Liability, Insurance, and Indemnity.

a. Cooperation in Defense.

City and Railroad agree that they will cooperate as necessary in defense of any claim, demand, investigation or litigation arising out of or related to this Agreement, the Work, the Project, or the WHS.

b. Definition of Losses.

The term "Losses" shall include all damages, costs, expenses, attorneys fees, other fees, or liabilities of any nature whatsoever, in any way related to or arising out of, any actual or alleged violation of law, order, or regulation; damage to any property, the environment or to natural resources; bodily injury or death of any person; or the breach of any contract.

c. Insurance.

(1) Subject to the conditions stated below and in Exhibit F hereto, with the assistance of Railroad the City has procured, and will pay for and will maintain in force insurance protection acceptable to the Railroad, and issued by insurers acceptable to the Railroad, which is adequate to insure against risks and Losses associated with or arising out of the Work, the Project, or the WHS, and any liabilities associated therewith. The insurance shall be of the type and amount and shall conform to the conditions and specifications set out more fully in **Exhibit F** hereto. Railroad is the Named Insured under such policy (hereinafter, "the Policy").

(2) To facilitate the availability of the required insurance Policy to the City, the Railroad has paid certain funds to the carrier for the initial policy year. The City shall pay for its portion of the premiums for the Policy required in Exhibit F, its payment for the first year not to exceed approximately \$1,700.00 per crossing. The City shall continue to pay for its portion of the Policy premiums for subsequent years for the term of this Agreement unless (a) Railroad elects at its sole discretion not to continue with the insurance required under this Section 7c or (b) the City's payment for premiums on a per crossing basis for any Policy year is more than ten percent greater than the prior year's payment and Railroad elects not to be responsible for the incremental difference above the ten percent increase in the payment for that year. In the case of alternative (a) Railroad timely will notify City if it has elected not to continue with the insurance requirements of this Section 7c, in which case City will have no further obligation to provide insurance under this Section 7c. In the case of alternative (b) Railroad may elect to pay the incremental difference for that year, or, if it elects not to, then the City will have no further obligation to provide insurance under this Section 7c.

(3) Railroad will be responsible for payment of the \$1,000,000 per occurrence self insured retention identified in Exhibit F, paragraph B. The parties acknowledge this obligation includes not only liability costs but also defense costs for the Railroad and expenses, up to the \$1,000,000 limit.

(4) The City, no later than _____ of each fiscal year, shall notify the Railroad if it fails to approve a budget for the payment of insurance premiums for the policies to be in force for the next succeeding fiscal year, as required by Section 5. The City, on or before the date Work is undertaken under this Agreement, and on or before thirty (30) days in advance of each renewal date of such insurance policies required hereunder, shall provide to the Railroad proof of the payment for the premiums.

d. INDEMNITY OBLIGATIONS OF THE CITY.

(1) TO THE EXTENT PERMITTED BY LAW, AND SUBJECT TO SECTION 7(d)(2) BELOW, THE CITY SHALL FULLY INDEMNIFY AND HOLD THE RAILROAD HARMLESS, AND DEFEND THE RAILROAD AGAINST ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, AND LOSSES ARISING FROM THE CITY'S OWN ACTS OR OMISSIONS OR FAULT RELATING TO OR ARISING OUT OF THIS AGREEMENT, THE WORK, THE PROJECT, OR THE WHS.

(2) NOTHING CONTAINED IN THIS SECTION OR ANY OTHER PART OF THIS AGREEMENT SHALL BE CONSTRUED TO CONSTITUTE AN AGREEMENT OR OBLIGATION OF THE CITY TO INDEMNIFY THE RAILROAD AGAINST

LIABILITY OR LOSSES ARISING FROM THE RAILROAD'S OWN ACTS OR OMISSIONS OR FAULT.

- (3) If the Railroad notifies the City of a claim for indemnification, the City shall respond in writing within thirty (30) days, unequivocally accepting the Railroad's demand and undertaking to indemnify the Railroad, or, if the City rejects the demand, the City shall state specifically the grounds for rejection.

8. ENFORCEABILITY AND CHOICE OF LAW.

THIS AGREEMENT SHALL BE GOVERNED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEBRASKA. LITIGATION TO ENFORCE, OR ARISING OUT OF, OR RELATED TO OR CONNECTED WITH THIS AGREEMENT SHALL BE INSTITUTED AND MAINTAINED SOLELY BEFORE THE STATE OF NEBRASKA DISTRICT COURT FOR HALL COUNTY, NEBRASKA.

9. Term of Agreement and Termination.

This Agreement shall be in force and effect until terminated pursuant to this Section 9 or until it otherwise is terminated in accordance with law.

- a. This Agreement immediately and automatically shall terminate on the date of the occurrence of any of the following events:

- (1) The City's governing body does not act in accordance with Section 5.

- (2) The FRA rescinds or materially amends the regulations pertaining to wayside horns, currently promulgated at 49 CFR Part 222.

- (3) The FRA issues an order or regulation which prohibits or imposes significant restrictions on the use of the WHS or the FRA issues any ruling which requires the use of locomotive horns at a crossing where a WHS is located

- b. This Agreement immediately and automatically shall terminate if the City is in material breach of any express or implied term of or obligation of Sections 7c or 7d of this Agreement or Exhibit F to this Agreement, the Railroad notifies the City of the breach, and the City fails to fully cure such breach within thirty (30) days after notice is given. Such termination shall be effective at 12:01 a.m. of the 31st day after notice. A "material breach" under this Section 9. b. exists, without limitation, if the following occurs:

- (1) The City fails or refuses to provide the notices required under, or to procure, pay for, or maintain insurance, or to provide certificates of insurance and proof of payment of premiums in accordance with Section 7c or Exhibit F hereto, or the City otherwise is in breach of any provision of Section 7c or Exhibit F, or is in breach of any obligation the City owes under the policies of insurance required hereunder.

- (2) The City fails or refuses to undertake the defense of or to indemnify the Railroad upon written demand by the Railroad or to fully defend and indemnify the Railroad, when it is required to do so under Section 7d.

- c. This Agreement immediately and automatically shall terminate if either party is in material breach of any express or implied term or obligation of this Agreement other than those described in Section 9b, the other party notifies the breaching party of the breach, and the breaching party fails to fully cure such breach within sixty (60) days after notice is given.

The termination shall be effective at 12:01 a.m. of the 61st day after notice. A “material breach” under this Section 9c also exists, without limitation, if the following occurs:

- (1) The City fails or refuses to comply with FRA regulations, including, but not limited to, 49 CFR Part 222 or any amendments thereto.
- (2) The City fails or refuses to pay any design fees or maintenance costs or other fees or other charges or other payments due Railroad under this Agreement, or fails to provide notice, including as set out in Section 4b.
- (3) The City fails or refuses to comply with the terms or conditions of Section 2 or **Exhibits B or C** to this Agreement (or the appendices thereto).
- d. Upon termination, the City shall promptly deactivate the WHS and the Railroad shall instruct its engineers to resume sounding the locomotive horns at the crossings in accordance with the Railroad’s operating rules. If the reason for termination is associated with an FRA ruling, the City may retain the deactivated WHS and its components in place for a period not to exceed two (2) years pending efforts by the City to obtain regulatory approval from the FRA. If the City fails to obtain such regulatory approval or reversal of an FRA decision within said period, the City promptly shall remove the WHS and its components from all crossings at its sole cost and expense.
- e. Termination shall not excuse the City from fully complying with all obligations and satisfying all liabilities and making all payments that have accrued prior to the termination date.

10. Binding Effect.

The covenants hereof shall inure to and bind each party’s successors and assigns; provided no right of the City shall be transferred or assigned, either voluntarily or involuntarily, except by express written agreement acceptable to the Railroad.

11. Evidence of Authority.

The City, when returning this executed Agreement to the Railroad, shall cause it to be accompanied by such Order, Resolution or Ordinance of the governing body of the City, passed and approved as by law prescribed, and duly certified, evidencing the authority of the person executing this Agreement on behalf of the City with the power so to do.

12. Entire Agreement, Rules of Construction, and Severability.

This Agreement shall be construed without regard to who drafted or initiated the drafting of all or any provisions of this Agreement. Each of the parties is sophisticated in the matters at issue here, and each relies on its own expertise and its own officers’, managers’ and attorneys’ advice. Neither relies on any representations by the other party or on the other party’s expertise or advice in entering into this Agreement. This Agreement includes all Exhibits hereto, and is the entire agreement between the parties. It supersedes all prior communications, understandings, and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both parties. In the event any portion of this Agreement is deemed void or unenforceable, this will not void or render unenforceable any other provision hereof, and the voided or unenforceable portion shall be deemed severed from the rest of this Agreement and the remaining Agreement shall continue to be enforceable.

13. Notices.

Any notice due hereunder, and each communication concerning matters within the scope of Sections 4, 5, 7 and 9 and Exhibits B, C, and F hereto (together with their appendices), shall be made in writing and shall be effective when and on the date and time served on or received by the receiving party personally or by express delivery or certified U.S. mail (return receipt requested). Such notices and communications shall be addressed to the following persons, at the following addresses, or at such other address as the parties may from time to time direct in writing:

Railroad:

Union Pacific Railroad Company
ATTN: Assistant Vice President Engineering – Design
1400 Douglas Street, Mail Stop 0910
Omaha, Nebraska 68179-0910
Facsimile: (402) 501-0324

With copies to:

Union Pacific Railroad Company
ATTN: Senior Manager Contracts
1400 Douglas Street, Mail Stop 1690
Omaha, Nebraska 68179-1690

City:

City of Grand Island
ATTN: Scott M. Griepenstroh
PIO Box 1968
Grand Island, Nebraska 68802-1968
Facsimile: (308) 385-5488

Personal service and notice will be deemed to have occurred or been given upon receipt. Notices and communications only sent by U.S. Mail will be deemed to have occurred and been given not later than five (5) days after deposit with the United States Postal Service, unless actual receipt occurs before then.



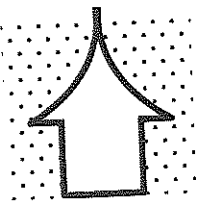
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year first hereinabove written above.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By _____

PAUL G. FARRELL
Senior Manager Contracts

CITY OF GRAND ISLAND



ATTEST:

By _____

Name: _____

Title: _____

By _____

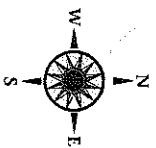
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Title: _____

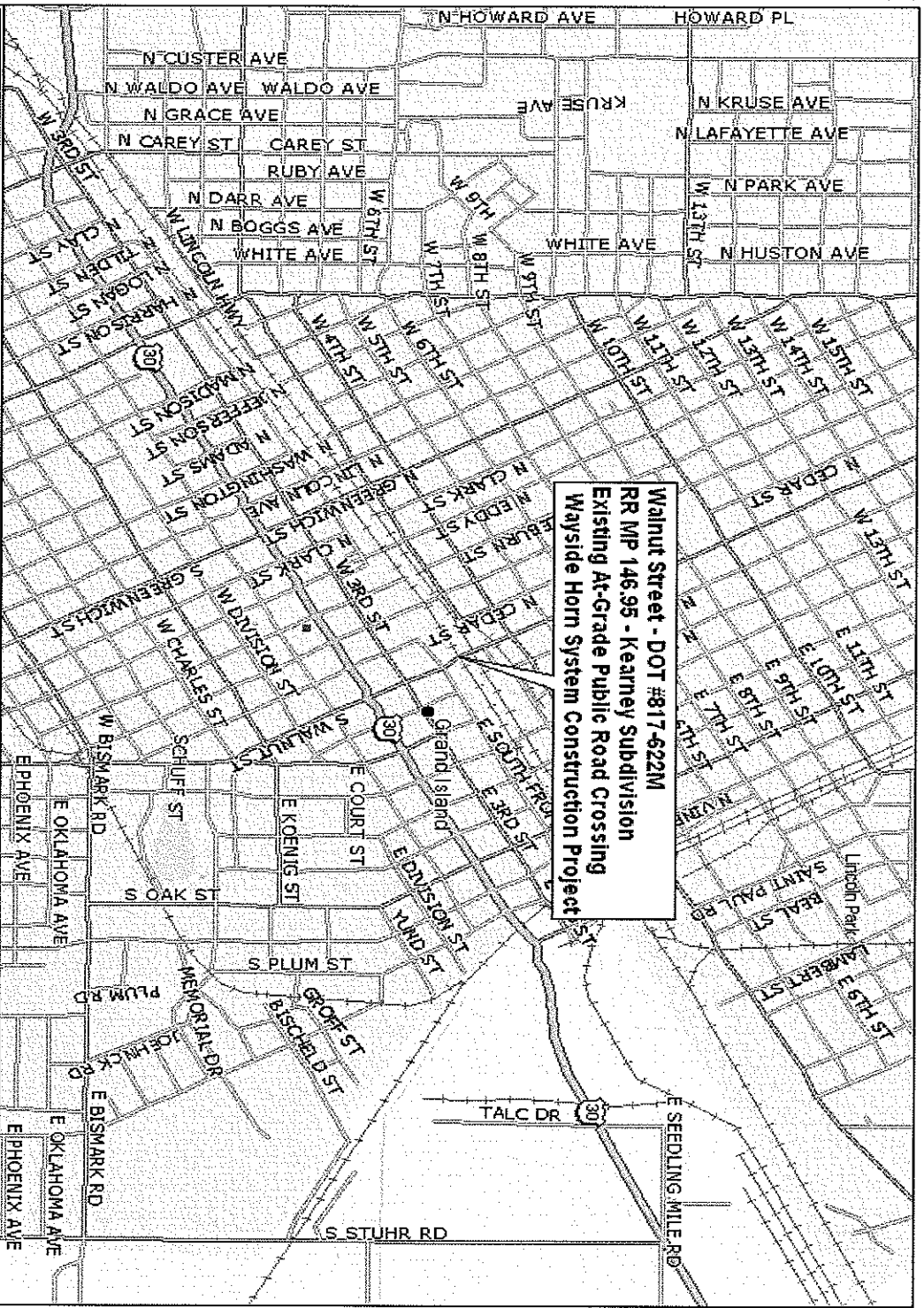
EXHIBIT A

To Wayside Horn Agreement

Cover Sheet for the
Railroad Location Print



RAILROAD LOCATION PRINT OF EXISTING AT-GRADE PUBLIC ROAD CROSSING WAYSIDE HORN CONSTRUCTION PROJECT

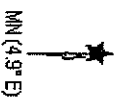


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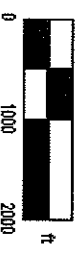
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www.delorme.com



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RAILROAD WORK TO BE PERFORMED:

1. Install crossing signal interconnections for automated horn systems,

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

KEARNEY SUBDIVISION

MILE POST 146.95

GPS: N 40° 55.5473', W 96° 20.6519'

GRAND ISLAND, HALL CO., NE.

Railroad Location Print of an existing at-grade public road crossing wayside horn system construction project with the
CITY OF GRAND ISLAND.

Folder No. 2574-79

Date: May 27, 2011

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE: 1-(800) 336-9193

EXHIBIT A-1

To Wayside Horn Agreement

Cover Sheet for the
Detailed Prints

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF GRAND ISLAND, NEBRASKA STANDARD SPECIFICATIONS.
2. THE LOCATIONS OF ALL AERIAL AND UNDERGROUND UTILITY FACILITIES MAY NOT BE INDICATED IN THESE PLANS. UNDERGROUND UTILITIES, WHETHER INDICATED OR NOT, WILL BE LOCATED AND FLAGGED BY THE UTILITIES AT THE REQUEST OF THE CONTRACTOR. NO EXCAVATION WILL BE PERMITTED IN THE AREA OF UNDERGROUND UTILITIES UNTIL ALL SUCH FACILITIES HAVE BEEN LOCATED AND IDENTIFIED TO THE SATISFACTION OF ALL PARTIES AND THEN ONLY WITH EXTREME CARE TO AVOID ANY POSSIBILITY OF DAMAGE TO THE UTILITY FACILITY.
3. THE CONTRACTOR SHALL DISPOSE OF ALL UNSUITABLE MATERIALS ENCOUNTERED IN THE REMOVAL AND GRADING OPERATIONS OFF THE PROJECT SITE, INCLUDING CONCRETE, ASPHALT, OIL, NAT. BRICK, ROCK, ETC. NO UNSUITABLE MATERIAL, AS DETERMINED BY THE ENGINEER, SHALL BE USED FOR BACKFILLING OR EMBANKMENT CONSTRUCTION. THE COST FOR DISPOSAL OF UNSUITABLE MATERIAL SHALL BE SUBSIDIARY TO THE PROJECT.
4. THE CONTRACTOR SHALL FURNISH AND MAINTAIN ALL NECESSARY BARRICADES, WARNING SIGNS, LIGHTS AND FLAGMEN PER NCDOT STANDARD PLAN NO. 320-RS AND 321-RS. THE CONTRACTOR SHALL MAINTAIN A MINIMUM OF ONE LANE OF TRAFFIC AT ALL TIMES.
5. A DIAMOND EDGE SAW BLADE SHALL BE USED FOR CUTTING ALL REQUIRED CONSTRUCTION AND LONGITUDINAL PAVEMENT JOINTS. ALL SAW CUTS REQUIRED SHALL BE SUBSIDIARY TO ITEMS FOR WHICH DIRECT PAYMENT IS MADE.
6. ALL SAW CUTTING OF EXISTING PAVEMENT DRIVEWAYS, SIDEWALKS, ETC. SHALL BE SUBSIDIARY TO ITEMS FOR WHICH DIRECT PAYMENT IS MADE.
7. ALL SIGNS SHALL CONFORM TO THE 2009 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND THE 2005 NCDOT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES SUPPLEMENT.
8. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL EXISTING UTILITIES PAVEMENT AND OTHER IMPROVEMENTS NOT SCHEDULED FOR REMOVAL OR OUTSIDE CONSTRUCTION LIMITS. ANY DAMAGE TO THE EXISTING UTILITIES AND/OR PAVED STREETS CAUSED BY CONSTRUCTION OPERATIONS SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
9. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR EROSION CONTROL. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING STREETS OPEN TO TRAFFIC AND THEY SHALL BE CLEAN AND FREE OF SILT AND MUD AT ALL TIMES. ALL DISTURBED AREAS SHALL BE SEEDED ONCE FINAL GRADE HAS BEEN ESTABLISHED.
10. THE CONTRACTOR SHALL LIMIT ALL CONSTRUCTION ACTIVITIES TO THOSE AREAS WITHIN THE EXISTING ROAD RIGHT-OF-WAY AND WITHIN THE ESTABLISHED EASEMENT TO CROSS THE RAILROAD RIGHT-OF-WAY. ANY DISTURBANCES BEYOND THESE LIMITS SHALL BE RESTORED TO THE ORIGINAL CONDITION BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE. CONSTRUCTION ACTIVITIES IN ADDITION TO NORMAL CONSTRUCTION PROCEDURE SHALL INCLUDE THE PARKING OF VEHICLES OR EQUIPMENT, DISPOSAL OF LITTER, AND ANY OTHER ACTION WHICH WOULD ALTER THE EXISTING CONDITIONS. THE CONTRACTOR SHALL NOT DISTURB THE TRACK OR CROSSING IN ANY WAY DURING CONSTRUCTION.
11. THE CONTRACTOR SHALL BE SAFETY TRAINED IN UPRR SAFETY THROUGH WWW.BRAILSAFE.COM/COM AND SHALL HAVE VALID CONTRACTOR ORIENTATION RAILSAFE SYSTEM BADGES ON EACH INDIVIDUAL PRIOR TO ENTERING THE RAILROAD RIGHT-OF-WAY.
12. THE CONTRACTOR SHALL NOT AT ANY TIME, LOCATE OR PARK ANY CONSTRUCTION EQUIPMENT MATERIALS OR PERSONNEL WITHIN 25 FEET OF THE TRACKS, WITHIN THE RAILROAD SIGNAL GATE ARM, OR IN THE AREA OF THE SIGNAL GATES SUCH THAT THE GATES CANNOT MAINTAIN THEIR FULL HORIZONTAL POSITION DURING PASSAGE OF A TRAIN. IF THE CONTRACTOR CONDUCTS ANY OF THESE ACTIVITIES, IT SHALL BE AT THE SOLE RISK AND LIABILITY OF THE CONTRACTOR.
13. THE CONTRACTOR SHALL NOTIFY THE UPRR RAILROADMASTER A MINIMUM OF 30 CALENDAR DAYS IN ADVANCE OF START OF CONSTRUCTION. THE CONTRACTOR SHALL IDENTIFY CONSTRUCTION ACTIVITIES AND SCHEDULE FOR THE RAILROADMASTER. IF, IN THE OPINION OF THE UPRR RAILROADMASTER, CONSTRUCTION ACTIVITIES NECESSITATE A UPRR FLAGGER, THE CONTRACTOR SHALL REQUEST FLAGGING SERVICE FROM UPRR IN ACCORDANCE WITH THE CONSTRUCTION SCHEDULE. INVOICE FOR UPRR FLAGGING SERVICES, IF NECESSARY, SHALL BE SENT DIRECTLY TO THE CITY'S PROJECT MANAGER. THE CONTRACTOR SHALL GIVE THE UPRR RAILROADMASTER FIVE (5) WORKING DAYS ADVANCE NOTICE WHEN THE FLAGGER WILL NO LONGER BE NEEDED TO BE IN COMPLIANCE WITH THE UPRR REQUIREMENTS.
14. CURB TO BE PLACED IN FRONT OF RAILROAD GATES SHALL BE A MINIMUM OF 4.25' MEASURED FROM FACE OF CURB TO CENTER OF BASE OF RAILROAD GATE PER MTD.

GRAND ISLAND QUIET ZONE IMPROVEMENTS

GRAND ISLAND, NEBRASKA

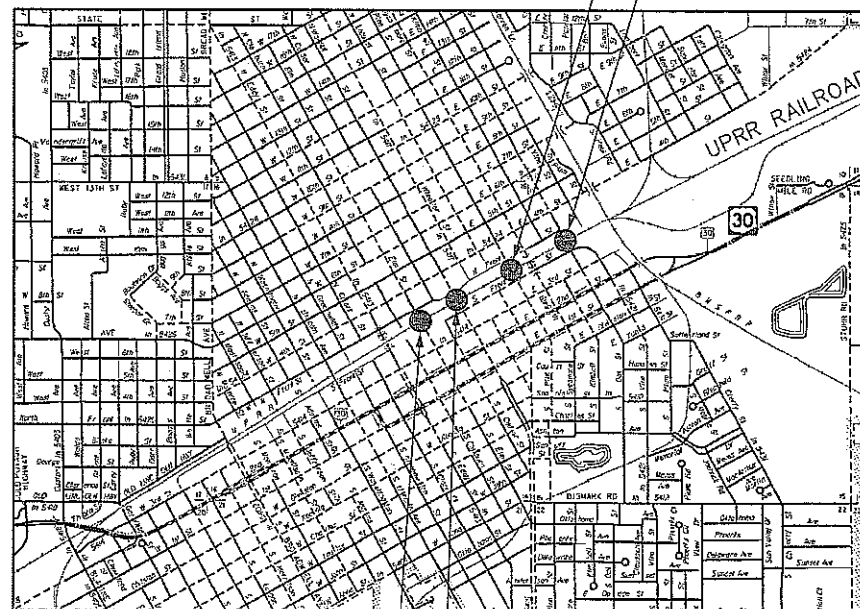
QUIET ZONE CROSSING IMPROVEMENTS

UPRR RAILROAD AND OAK STREET

UPRR RAILROAD AND PINE STREET

UPRR RAILROAD AND WALNUT STREET

UPRR RAILROAD AND ELM STREET



UPRR RAILROAD AND PINE STREET

UPRR RAILROAD AND OAK STREET

UPRR RAILROAD AND ELM STREET

UPRR RAILROAD AND WALNUT STREET



VICINITY MAP
NTS

INDEX OF SHEETS

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2	DETAILS
3	QUANTITIES AND DETAILS
4	REMOVAL - OAK STREET
5	REMOVAL - PINE STREET
6	REMOVAL - WALNUT STREET
7	REMOVAL - ELM STREET
8	CONSTRUCTION - OAK STREET
9	CONSTRUCTION - PINE STREET
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12	PAVEMENT MARKINGS - OAK STREET
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16	TRAFFIC CONTROL CONSTRUCTION AND MAINTENANCE - STD PLAN NO. 920-RS
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PROJECT NO.
08-142

GRAND ISLAND QUIET ZONE IMPROVEMENTS
GRAND ISLAND, NEBRASKA
TITLE SHEET

**FELSBERG
HOLT &
ULLEVIG**
11023 MICHIGAN RD., SUITE 100
OMAHA, NE 68154
402.463.8005
402.463.8004
info@fhs-engineers.com

DESIGNED: FHU
CHECKED: FHU
REVISIONS:

SHEET:

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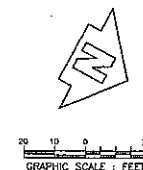
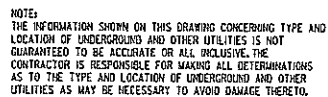
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PRELIMINARY PLAN
NOT FINAL - SUBJECT TO CHANGE

Index of Revisions

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PROJECT NO.	08-142
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GRAND ISLAND QUIET ZONE IMPROVEMENTS
GRAND ISLAND, NEBRASKA
WALNUT STREET
REMOVAL



DESIGNED: FHU
CHECKED: FHU
REVISIONS:

SHEET:

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DATE: 01/17/11

PRELIMINARY PLAN
NOT FINAL - SUBJECT TO CHANGE



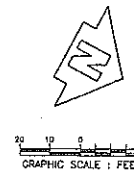
NOTE:
THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THEREOF.

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
PT-1	9883.59	9699.98	*	BACK OF CURB
PT-2	9894.16	9699.96	*	BACK OF SIDEWALK
PT-3	9955.35	9650.28	*	BACK OF CURB
PT-4	10111.36	9565.22	*	BACK OF CURB
PT-5	10175.44	9541.13	*	BACK OF CURB
PT-6	10182.77	9553.51	*	BACK OF SIDEWALK
PT-7	10154.59	9555.38	*	BACK OF SIDEWALK
PT-8	10148.83	9499.47	*	BACK OF CURB
PT-9	10112.39	9519.00	*	BACK OF SIDEWALK
PT-10	10090.27	9542.86	*	BACK OF CURB

* MATCH EXISTING CROSS SLOPE AND ELEVATION OF THE EXISTING PAVEMENT

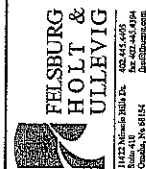
** ITEMS ARE SHOWN FOR INFORMATION ONLY. DIRECT PAYMENT WILL BE MADE UNDER THE ITEM "WAYSIDE HORN AND CONFORMATION SIGNAL INSTALLATION" AND PAID FOR AS 1 EACH

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
PT-11	9942.49	9619.81	*	BACK OF CURB
PT-12	9859.17	9655.21	*	BACK OF CURB
PT-13	9867.51	9638.61	*	BACK OF SIDEWALK
PT-14	9893.61	9633.97	*	BACK OF SIDEWALK
PT-15	9987.99	9741.12	*	2' R.P. 8" VERTICAL CURB
PT-16	10046.11	9848.41	*	2' R.P. 8" VERTICAL CURB



PROJECT NO.
08-142

GRAND ISLAND QUIET ZONE IMPROVEMENTS
GRAND ISLAND, NEBRASKA
WALNUT STREET
CONSTRUCTION



DESIGNED: FHU
CHECKED: FHU
REVISIONS:

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DATE: 01/17/11

Index of Revisions

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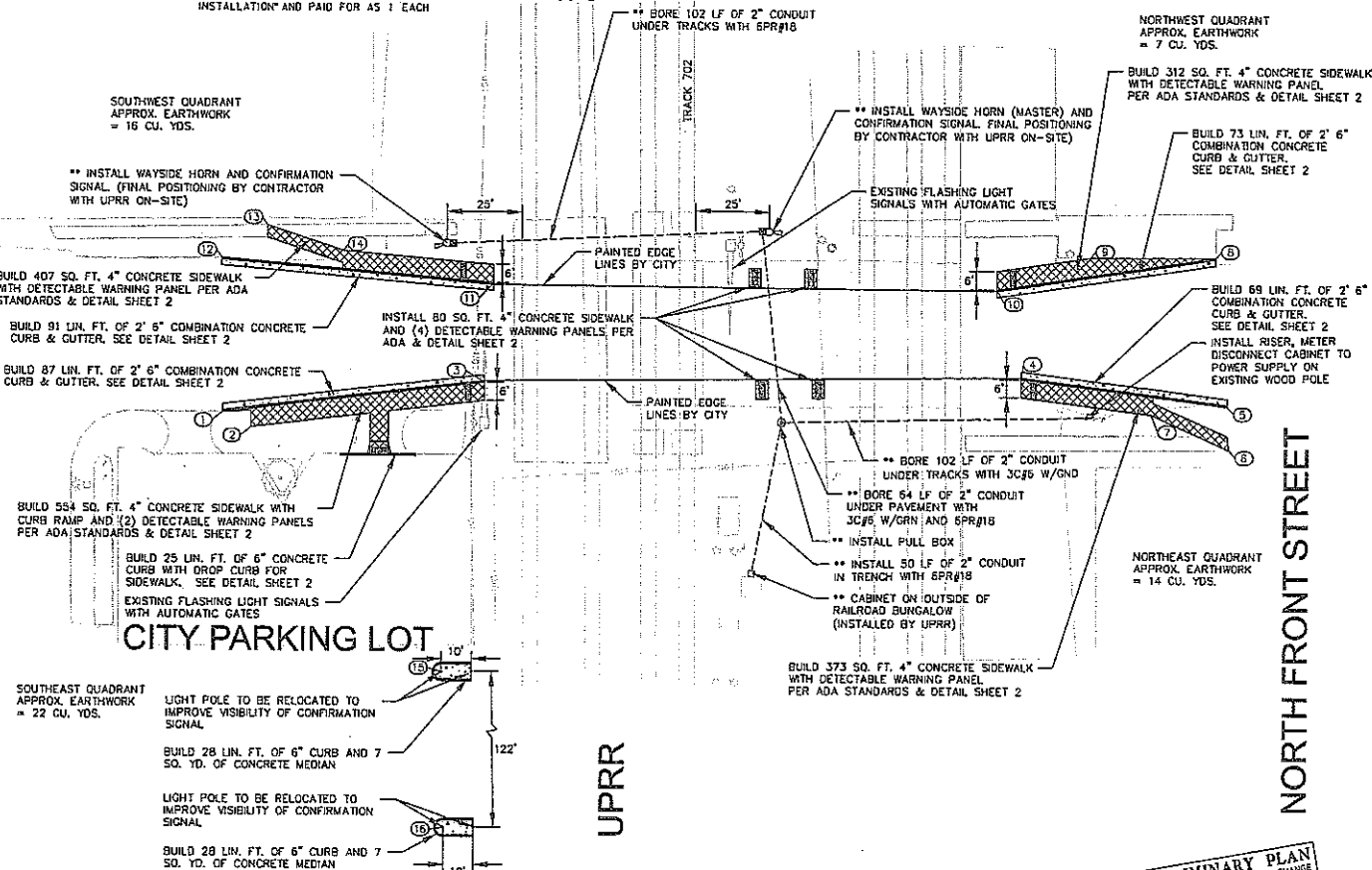
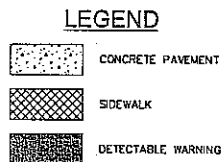
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WALNUT STREET

SOUTH FRONT STREET

UPRR

NORTH FRONT STREET



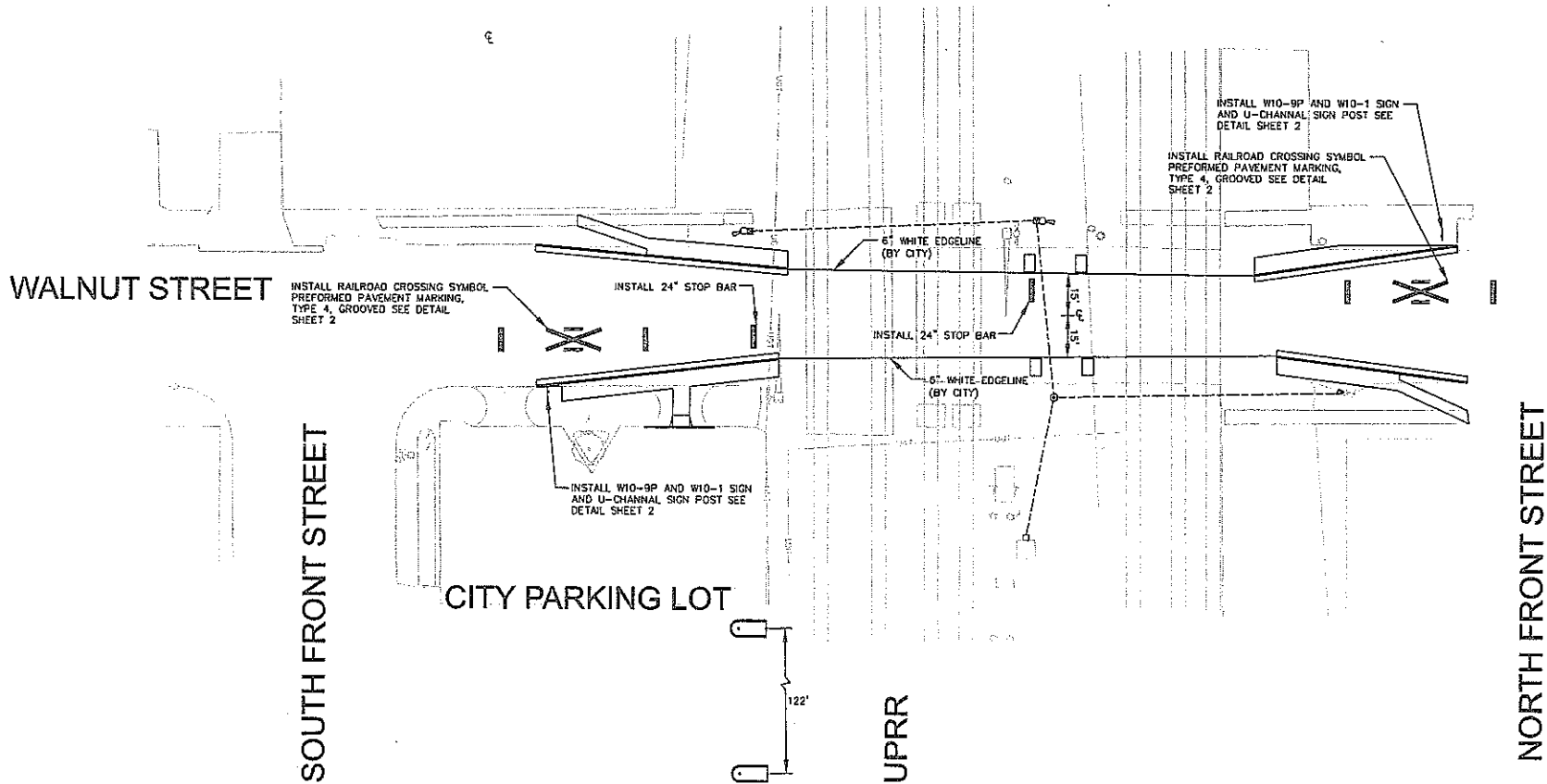
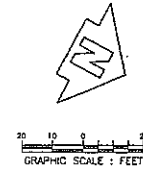
PRELIMINARY PLAN
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NOTE:
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PRELIMINARY PLAN
NOT FINAL - SUBJECT TO CHANGE

PROJECT NO.
08-142

GRAND ISLAND QUIET ZONE IMPROVEMENTS
GRAND ISLAND, NEBRASKA
WALNUT STREET
PAVEMENT MARKINGS

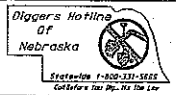


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DATE: 01/17/11



NOTE:
THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

LIGHTING DEVICES

FUNCTION

CONSTRUCTION AND MAINTENANCE ACTIVITIES OFTEN CREATE CONDITIONS ON OR NEAR THE TRAVELED WAY THAT ARE PARTICULARLY HAZARDOUS AT NIGHT. IT IS OFTEN DESIRABLE AND NECESSARY TO SUPPLEMENT THE REFLECTORIZED SIGNS, BARRIERS, AND CHANNELIZING DEVICES WITH LIGHTING DEVICES. STROBE TYPE LIGHTS ARE NOT PERMITTED.

BARRICADE WARNING LIGHTS DESIGN (BATTERY OPERATED)

TYPE "A" LOW INTENSITY FLASHING WARNING LIGHTS ARE MOST COMMONLY MOUNTED ON BARRIERS, ON 4" X 4" SIGNS AND ARE DESIGNED TO WARN THE DRIVER THAT THEY ARE PROCEEDING IN A HAZARDOUS AREA. THESE LIGHTS SHALL NOT BE USED FOR ILLUMINATION, AS A SERIES OF FLASHING LIGHTS IN A ROW WOULD TEND TO OBSCURE THE DESIRED PATH.

TYPE "B" HIGH INTENSITY FLASHING WARNING LIGHTS ARE NORMALLY MOUNTED ON THE ADVANCE WARNING SIGNS. EXTREMELY HAZARDOUS SITE CONDITIONS WITHIN THE CONSTRUCTION AREA MAY REQUIRE THAT THE LIGHTS BE MOUNTED ON TYPE III BARRIERS, SIGNS, OR OTHER SUPPORTS. AS THESE LIGHTS ARE EFFECTIVE IN DAYLIGHT, THEY ARE DESIGNED TO OPERATE 24 HOURS PER DAY.

TYPE "C" STEADY BURN LIGHTS AS USED HEREIN, SHALL MEAN A SERIES OF LOW WATTAGE YELLOW ELECTRIC LIGHTS, WHOSE LIGHTS ARE MOUNTED TO DELINEATE OR MARK THE TRAVELED WAY THROUGH AND AROUND OBSTRUCTIONS IN A CONSTRUCTION MAINTENANCE AREA. THE ILLUMINATION SHALL BE ACCOMPLISHED BY USE OF STEADY BURNING LIGHTS.

FLASHING ARROW PANEL DISPLAYS

AN ARROW PANEL IS A SIGN WITH A HORIZONTAL ELEMENT. THE MATERIAL, CAPABLE OF EITHER FLASHING OR SEQUENTIAL DISPLAY, IS DESIGNED TO PROVIDE ADDITIONAL WARNING AND DIRECTIONAL INFORMATION TO ASSIST IN MERGING AND CONTROLLING TRAFFIC THROUGH OR AROUND A TEMPORARY TRAFFIC CONTROL ZONE. AN ARROW PANEL SHOULD BE USED IN COMBINATION WITH APPROPRIATE SIGNS, BARRIERS, OR OTHER TRAFFIC CONTROL DEVICES.

DESIGN

ARROW PANELS SHALL MEET THE SIZE AND SPECIFICATIONS OF THE RULED FOR TYPE C ARROW DISPLAYS. FLASHING ARROW PANEL SHALL BE RECTANGULAR, OF SOLID APPEARANCE AND FINISHED IN UNREFLECTIVE BLACK. THE PANEL SHALL BE MOUNTED ON A VEHICLE, TRAILER OR OTHER SUITABLE SUPPORT. MINIMUM MOUNTING HEIGHT SHALL BE 7 FEET FROM THE ROAD TO THE TOP OF THE PANEL, EXCEPT ON VEHICLE-MOUNTED PANELS, WHICH SHOULD BE AS HIGH AS PRACTICABLE.

THE FOLLOWING SELECTIONS SHALL BE PROVIDED ON THE ARROW PANEL	
OPERATING MODE	PANEL DISPLAY
FLASHING ARROW	RIGHT SHOWN LEFT OPPOSITE
SEQUENTIAL ARROW	RIGHT SHOWN LEFT OPPOSITE
SEQUENTIAL CHEVRON	RIGHT SHOWN LEFT OPPOSITE
FLASHING DOUBLE ARROW	RIGHT SHOWN LEFT OPPOSITE
FLASHING OR ALTERNATING CAUTION	FLASHING LINE OR FLASHING CORNERS

THE ARROW PANEL SHALL HAVE A MINIMUM SIZE OF 26 INCHES WIDE AND 48 INCHES HIGH. THE MINIMUM LUMINOUS INTENSITY SHALL BE 1 MILE. THE PANEL SHALL CONTAIN 25 LAMP ELEMENTS. ARROW PANEL ELEMENTS SHALL BE CAPABLE OF A MINIMUM 50 PERCENT BURNING, AUTOMATICALLY WHEN A CURRENT LIGHT FAILURE OCCURS TO LOG.

THE MINIMUM ELEMENT "ON TIME" SHALL BE 50 PERCENT FOR THE FLASHING WIRE AND EQUAL INTERVALS OF 25 PERCENT FOR EACH SEQUENTIAL CHEVRON PHASE. THE FLASHING RATE SHALL BE NO MORE THAN 25 PER SECOND THAN 40 FLASHES PER MINUTE.

APPLICATION

A FLASHING ARROW OR SEQUENTIAL CHEVRON MAY BE USED FOR STATIONARY OR MOVING LANE CLOSURES. AN ARROW DISPLAY IN THE CAUTION MODE SHALL BE USED ONLY FOR SHOULDER WORK, BLOCKING THE SHOULDER, OR BRIDGING THE SHOULDER. A FLASHING LINE OR CORNERS DISPLAY SHALL NOT BE USED ON A TWO-LANE TWO-WAY ROADWAY FOR TEMPORARY ONE-LANE OPERATION ON LANE SHIFTS. AN ARROW DISPLAY SHALL NOT BE USED ON A MULTILANE ROADWAY TO LATERALLY SHIFT ALL LINES OF TRAFFIC, BECAUSE UNDESIRABLE LANE CHANGING MAY RESULT.

TRAFFIC SIGNALS

TRAFFIC SIGNALS MAY BE ALLOWED AT CERTAIN CONJUNCTION CROSSINGS WHERE THE VOLUME OF FULL MATERIAL AND THE NUMBER OF EQUIPMENT CROSSINGS PER HOUR IS HIGH. TRAFFIC SIGNALS MAY BE ALLOWED AT CERTAIN BRIDGE CONSTRUCTION SITES WHERE A COMBINATION OF ONE-WAY TRAFFIC AND HIGH TRAFFIC VOLUME WOULD BE BEST SERVED WITH THIS TYPE OF TRAFFIC CONTROL.

ALL TRAFFIC SIGNAL REQUIREMENTS AND METHOD OF INSTALLATION ON THE STATE HIGHWAY SYSTEM SHALL BE IN COMPLIANCE WITH THE RULES AND MUST BE APPROVED BY THE STATE TRAFFIC ENGINEER.

FLOOD LIGHTS

WHEN NIGHTTIME WORK IS REQUIRED, FLOODLIGHTS SHOULD BE USED TO ILLUMINATE PLACER STATIONS, EQUIPMENT CHUCKS, AND OTHER AREAS WHERE EXISTING LIGHT IS NOT ADEQUATE FOR THE WORK TO BE PERFORMED SAFELY.

IN NO CASE SHALL FLOODLIGHTING BE PERMITTED TO CREATE A GLAREING CLINE FOR DRIVERS. THE ADJUSTMENT OF THE FLOODLIGHT PLACEMENT AND DIRECTION OF POTENTIAL GLARE SHOULD BE CHECKED BY DRIVING THROUGH THE PROJECT.

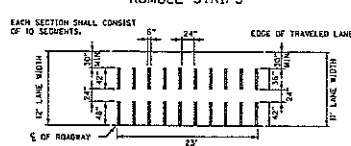
PAVEMENT MARKING

IT IS INTENDED TO THE EXTENT POSSIBLE, THAT MOTORISTS BE PROVIDED WARNINGS WITHIN A WORK AREA CONFORMABLE TO THE STANDARDS NORMALLY MAINTAINED ALONG ADJACENT ROADWAYS, PARTICULARLY AT EITHER END OF THE WORK AREA.

ALL MARKINGS AND DEVICES USED TO DELINEATE VEHICLE AND PEDESTRIAN PATHS SHALL BE CAREFULLY REVIEWED DURING DAYTIME AND NIGHTTIME PERIODS TO AVOID INADEQUATELY LEADING DRIVERS OR PEDESTRIANS FROM THE INTERIOR PATH.

PAVEMENT MARKINGS NO LONGER APPLICABLE SHALL BE REMOVED UNLESS OTHERWISE APPROVED BY THE ENGINEER.

RUMBLE STRIPS



DESIGN

RUMBLE STRIPS MAY BE MADE OF ASPHALT PAVING MATERIAL, EPoxy AND AGGREGATE OR OTHER SUITABLE MATERIAL, WHICH WILL MAINTAIN A DESIRABLE FRICTION EFFECT. THE RUMBLE STRIP SHOULD HAVE AN INSTALLED HEIGHT OF 1/4", PROVIDED RUMBLE STRIPS MAY BE USED PROVIDED THEY HAVE A MINIMUM 1/4" HEIGHT.

TAPERS

TAPERS ARE CREATED USING A SERIES OF CHANNELIZED DEVICES OR PAVEMENT MARKINGS PLACED TO MOVE TRAFFIC OUT OF OR INTO ITS NORMAL PATH.

MERGING TAPER

A MERGING TAPER REQUIRES THE LONGEST DISTANCE BECAUSE DRIVERS ARE REQUIRED TO MERGE WITH AN ADJACENT LINE OF TRAFFIC AT THE PREVAILING SPEED. THE TAPER SHOULD BE LONG ENOUGH TO ENABLE MERGING DRIVERS TO ADJUST THEIR SPEEDS AND MERGE INTO A SINGLE LANE BEFORE THE END OF THE TRANSITION.

SHIFTING TAPER

A SHIFTING TAPER IS USED WHEN MERGING IS NOT REQUIRED, BUT A LATERAL SHIFT IS NEEDED. APPROPRIATELY ONE-HALF LANE HAS BEEN FOUND TO BE ADEQUATE. WHERE MORE SPACE IS AVAILABLE, IT MAY BE BENEFICIAL TO USE LONGER TAPERS. GUIDANCE FOR CHANGES IN ALIGNMENT MAY ALSO BE ACCOMPLISHED BY USING HORIZONTAL CURVES DESIGNED FOR NORMAL HIGHWAY SPEEDS.

SHOULDER TAPERS

A SHOULDER TAPER MAY BE BENEFICIAL ON HIGH-SPEED ROADWAYS WITH IMPROVED SHOULDER THAT MAY BE NEEDED FOR DIVING LANE WHEN WORK IS OCCURRING IN THE SHOULDER AREAS. IF USED, SHOULDER TAPERS APPROACHING THE ACTIVITY AREA SHOULD HAVE A LENGTH OF ABOUT ONE-TWO LANE.

DOWNSCREEN TAPERS

THE DOWNSCREEN TAPER MAY BE USED IN TERMINATION AREAS TO PROVIDE A VISUAL CLUE TO THE DRIVER THAT ACCESS IS AVAILABLE TO THE ORIGINAL LANE/PATH THAT WAS CLOSED. WHEN USED, IT SHOULD HAVE A MINIMUM LENGTH OF ABOUT 100 FEET PER LANE, WITH DEVICES SPACED ABOUT 20 FEET APART.

ONE LANE, TWO WAY TAPER

THE ONE-LANE, TWO-WAY TRAFFIC TAPER IS USED IN ADVANCE OF AN ACTIVITY AREA THAT OCCUPIES PART OF A TWO-WAY ROADWAY IN SUCH A WAY THAT A PORTION OF THE ROAD IS USED ALTERNATELY BY TRAFFIC IN EACH DIRECTION. A SHORT TAPER HAVING A MAXIMUM LENGTH OF 100 FEET WITH CHANNELIZED DEVICES AT APPROXIMATELY 20-FOOT SPACINGS SHOULD BE USED TO GUIDE TRAFFIC INTO THE ONE-WAY SECTION.

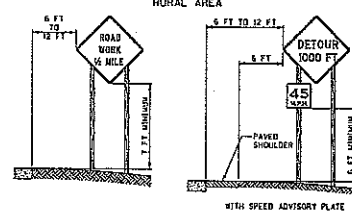
TAPER LENGTH CRITERIA FOR TEMPORARY TRAFFIC CONTROL ZONES	
TYPE OF TAPER	TAPER LENGTH (FEET)
SHIFTING TAPER	MINIMUM
SHIFTING TAPER	1/2 L. MINIMUM
SHOULDER TAPER	1/3 L. MINIMUM
ONE-WAY TAPER	100 FEET MAXIMUM

FORMULAS FOR L	
SPEED	FORMULA
40 MPH OR LESS	$L = 2S$
45 MPH OR GREATER	$L = WS$

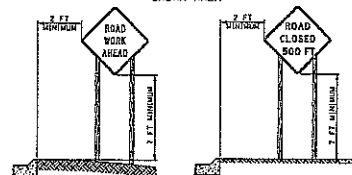
TAPER LENGTH L (FEET)	
W	L
10	20
15	30
20	40
25	50
30	60
35	70
40	80
45	90
50	100
55	110
60	120
65	130
70	140
75	150
80	160
85	170
90	180
95	190
100	200

ROADSIDE SIGNS

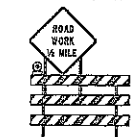
HEIGHT AND LATERAL LOCATION OF SIGNS
RURAL AREA



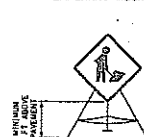
URBAN AREA



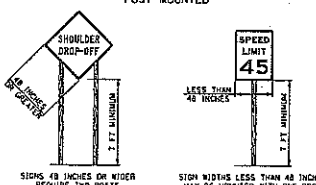
TYPICAL FIRST SIGN AT CONSTRUCTION SITE



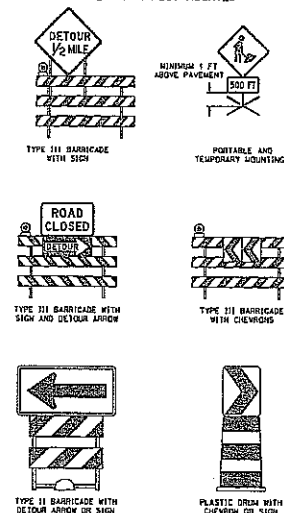
PORTABLE AND TEMPORARY MOUNTING



TYPICAL SIGN MOUNTINGS POST MOUNTED



TYPICAL SIGN MOUNTINGS OTHER THAN POST MOUNTED



GENERAL NOTES

- ALL TRAFFIC CONTROL DEVICES SHALL MEET THE APPLICABLE STANDARDS AND SPECIFICATIONS PRESCRIBED IN PART VI OF THE LATEST EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, MATERIALS AND THE STATE OF NEBRASKA" SUPPLEMENT TO THE MANUAL.
- TRAFFIC CONTROL PLANS AND DEVICES SHOULD FOLLOW THE PRINCIPLES SET FORTH, BUT MAY DEVIATE FROM THE TYPICAL DRAWINGS TO ALLOW FOR CONDITIONS AND REQUIREMENTS OF THE PROJECT.
- TRAFFIC CONTROL DEVICES SHALL BE INSTALLED SO AS NOT TO OBSTRUCT THE VIEW OF OTHER TRAFFIC CONTROL DEVICES.
- THE ENGINEER SHALL HAVE THE AUTHORITY TO REQUIRE THE USE, AND APPROVE THE LOCATION OF ANY OF THE DEVICES SHOWN IN THESE PLANS.
- UNPROTECTED TEMPORARY AND POST MOUNTED SIGNS SHOULD BE CRASHWORTHY REFER TO THE ROADSIDE DESIGN GUIDE, CHAPTER NINE, FOR ADDITIONAL GUIDANCE.

STANDARD PLAN NO. 920-R5

TRAFFIC CONTROL
CONSTRUCTION AND MAINTENANCE

SHEET 2
PRELIMINARY PLAN
NOT FINAL - SUBJECT TO CHANGE

PROJECT NO.
08-142

GRAND ISLAND QUIET ZONE IMPROVEMENTS
GRAND ISLAND, NEBRASKA
TRAFFIC CONTROL CONST. & MAINT.

FELSBERG
HOLT &
ULLEVIQ

DESIGNED: FHL
CHECKED: FHL
REVISIONS:

SHEET:

17

DATE: 01/17/11

Index of Revisions

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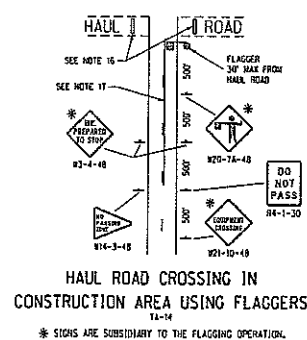
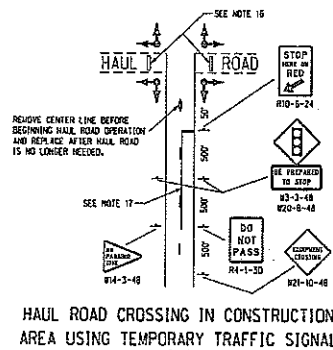
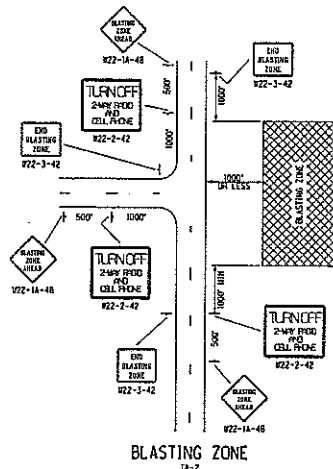
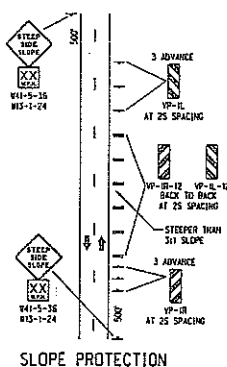
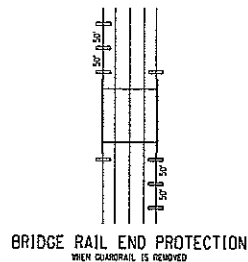
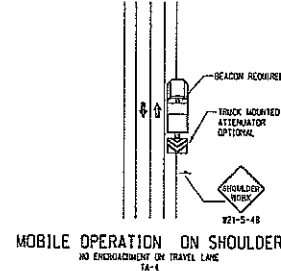
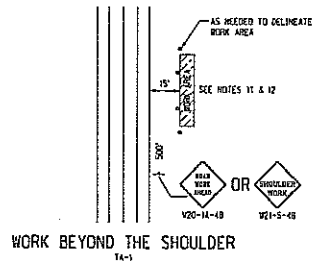
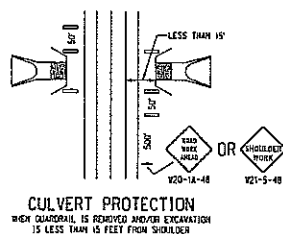
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NOTE:
THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THEREOF.



LEGEND

- TYPE III BARRICADE
- TYPE II BARRICADE OR REFLECTORIZED PLASTIC DRUM
- SIGN
- FLAGGER
- △ CONE
- CHANGABLE MESSAGE SIGN
- TRAFFIC SIGNAL

NOTES

1. SIGNS SHOWN ARE USUALLY FOR ONE DIRECTION OF TRAVEL ONLY.
2. DESIGNATION OF SPEED SHOWN ON ADVISORY SPEED SIGNS W1-1 SHALL BE DETERMINED BY THE ENGINEER IN ACCORDANCE WITH NOTICE. THE SPEED DESIGNATION SHALL BE AS HIGH AS PRACTICAL AND FEASIBLE.
3. "FLAGGER AHEAD STATION" SIGN W20-2A1 SHALL BE USED WHEN A FLAGGER IS PRESENT, AND REMOVED WHEN NOT APPLICABLE.
4. ALL SIGNS SHALL BE INSTALLED, MAINTAINED IN A CLEAN CONDITION AND REMOVED BY THE CONTRACTOR EXCEPT SIGNS WHICH SHALL BE INSTALLED AND MAINTAINED BY THE DEPARTMENT OF ROADS OR APPROPRIATE GOVERNMENT AGENCY.
5. W20-1 "ROAD WORK NEXT 2 MILES" SHALL BE USED ON ANY CONSTRUCTION OR MAINTENANCE PROJECT LONGER THAN 2 MILES.
6. WHEN MESSAGE IS NOT PERTINENT, SIGNS SHALL BE TAKEN DOWN, COVERED OR FOLDED. TAPE IS NOT PERMITTED ON THE FACE OF THE SIGN.
7. VEHICLES OR EQUIPMENT SHALL NOT BE PARKED SO AS TO OBSCURE OR DISTRACT FROM TRAFFIC CONTROL DEVICES.
8. ORANGE FLARES MAY BE USED TO CALL ATTENTION TO WARNING SIGNS.
9. DOUBLE FINE AND REDUCED SPEED ZONE SIGHTING NOT REQUIRED FOR SHORT-DURATION WORK LESS THAN 1/2 WORK DAY.
10. CULVERT, BRIDGE AND SLOPE PROTECTION. EXISTING GUARDRAIL SHOULD REMAIN IN PLACE AS LONG AS PRACTICAL FOR THE PROTECTION IT PROVIDES, AND REINSTALLED AS SOON AS PRACTICAL.
11. TA-1 AND CULVERT PROTECTION SIGHTING IS NOT REQUIRED IF THE WORK SPACE IS 15 FEET OR MORE BEYOND THE EDGE OF THE SHOULDER.
12. TA-1 AND TA-2 FOR SHORT-DURATION OPERATIONS 60 MINUTES OR LESS, ALL SIGNS AND CHANNELIZING DEVICES MAY BE ELIMINATED IF A VEHICLE WITH AN ACTIVATED HIGH-INTENSITY ROTATING, FLASHING, OSCILLATING OR AMBER STROBE LIGHTS ARE USED, AND THE WORK DOES NOT ENDOSE INTO THE OPEN TRAVEL LANE.
13. TA-3 WHEN PAVED SHOULDERS HAVING A WIDTH OF 8 FEET OR MORE ARE CLOSED, AT LEAST ONE ADVANCE WARNING SIGN SHALL BE USED. IN ADDITION, CHANNELIZING DEVICES SHALL BE USED TO CLOSE THE SHOULDER IN ADVANCE TO DELINEATE THE BEGINNING OF THE WORK SPACE AND DIRECT VEHICULAR TRAFFIC TO REMAIN WITHIN THE TRAVELED WAY.
14. TA-4 VEHICLE HAZARD WARNING SIGNALS SHALL NOT BE USED INSTEAD OF THE VEHICLE'S HIGH-INTENSITY ROTATING, FLASHING OR AMBER STROBE LIGHTS.
15. TA-10 IF THE QUEUING OF VEHICLES ACROSS ACTIVE RAILROAD TRACKS CANNOT BE AVOIDED, A FLAGGER SHALL BE PROVIDED AT THE RAILROAD CROSSING TO PREVENT VEHICLES FROM STOPPING WITHIN THE RAILROAD CROSSING EVEN IF AUTOMATIC WARNING DEVICES ARE IN PLACE.
16. TA-14 WHEN THE HAUL ROAD IS NOT IN USE, TYPE III BARRICADES SHALL BE IN PLACE. THE "FLAGGER", "SIGNAL AHEAD", AND "BE PREPARED TO STOP" SIGNS SHALL BE COVERED OR REMOVED, AND THE TRAFFIC SIGNAL SHALL BE PUT INTO FLASH YELLOW ON THE HIGHWAY, RED ON THE HAUL ROAD.
17. TA-14 THE "DO NOT PASS" SIGNS AND PAVEMENT MARKINGS ARE NOT REQUIRED IF HAULING OPERATION IS IN EFFECT DURING DAYLIGHT HOURS.
18. A TYPE III BARRICADE IS REQUIRED WHEN THE CHANGABLE MESSAGE IS WITHIN 15' OF THE SHOULDER.
19. BARRIERS ARE REQUIRED WHEN THE CHANGABLE MESSAGE SIGN IS INSTALLED ON OR NEAR A PAVED SHOULDER.
20. APPLICATIONS SHOWN ARE FOR LOCAL SITUATIONS IN PROPOSED MARKED CONSTRUCTION ZONES AND DO NOT INCLUDE LEAD SIGNS WHICH ARE INSTALLED AT THE BEGINNING OF THE PROJECT.
21. THE LEAD SIGNS ARE NOT NEEDED IF TWO PROJECTS ARE LESS THAN 1 MILE APART. THE "END CONSTRUCTION" SIGN W20-2B-401 SHOULD NOT BE INSTALLED BETWEEN THE PROJECTS.
22. REFER TO STANDARD PLAN NO. 921 FOR GENERAL INFORMATION NOT SHOWN.

STANDARD PLAN NO. 921-R5

TRAFFIC CONTROL
CONSTRUCTION AND MAINTENANCE

PRELIMINARY PLAN
NOT FINAL - SUBJECT TO CHANGE

PROJECT NO.
08-142

GRAND ISLAND QUIET ZONE IMPROVEMENTS
GRAND ISLAND, NEBRASKA
TRAFFIC CONTROL CONST. & MAINT.



DESIGNED: FHU
CHECKED: FHU
REVISIONS:

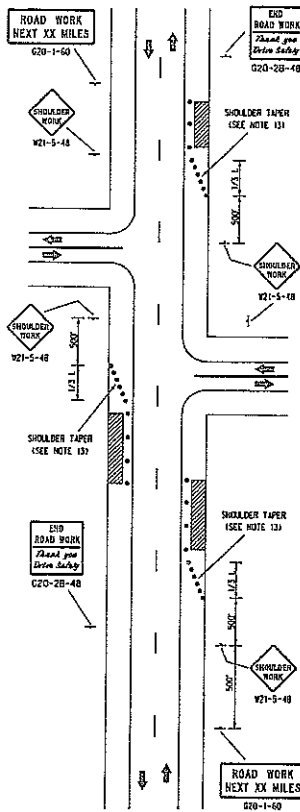
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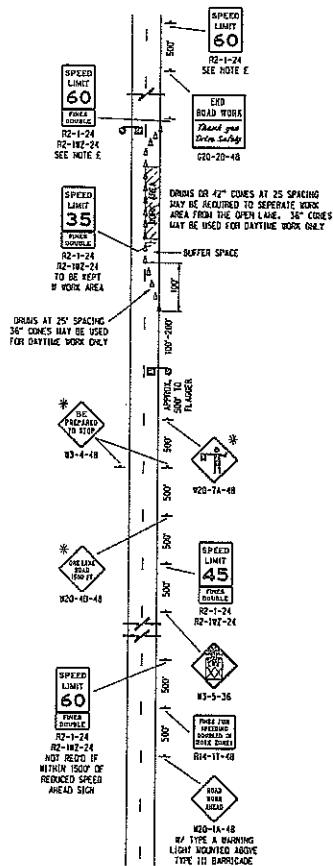
DATE: 01/17/11



NOTE:
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WORK ON SHOULDERS
1A-3

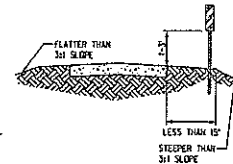


LANE CLOSURE
1A-4

* SIGNS ARE SUBSIDIARY TO THE FLAGGING OPERATION.

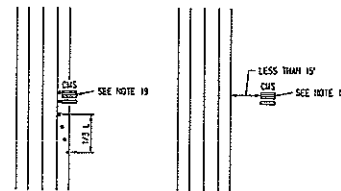
STEEP SLOPE DELINEATION

VERTICAL PANELS SHOULD BE USED FOR AREAS WHERE GUARD RAIL IS REMOVED, OR PROJECT GRADING HAS CREATED A DROP-OFF SLOPE STEEPER THAN 2:1, AND WITHIN 15 FEET OF THE TRAVEL LANE. NOT USED FOR COLLISION OR BRIDGE END PROTECTION. VERTICAL PANEL SPACING MAY BE REDUCED FOR HORIZONTAL CURVES.



WORK ZONE SPEED LIMIT NOTES

- WORK ZONE SPEED LIMITS SHALL NOT BE INSTALLED WITHOUT A SPEED ZONE AUTHORIZATION COMPLETED BY THE DEPARTMENT.
- REDUCED SPEED LIMITS SHOULD BE USED ONLY IN THE SPECIFIC PORTION OF THE WORK ZONE WHERE CONDITIONS OR RESTRICTIVE FEATURES ARE PRESENT. HOWEVER, FREQUENT CHANGES IN THE SPEED LIMIT SHOULD BE AVOIDED. THE REDUCTION OF SPEED SHOULD BE DESIGNED SO VEHICLES CAN SAFELY TRAVEL THROUGH THE WORK ZONE WITH A SPEED LIMIT REDUCTION OF 40 MPH UNLESS OTHERWISE NOTED IN THE PLANS.
- WORK ZONE SPEED LIMITS SHOWN ARE TYPICAL APPLICATIONS ONLY AND ARE NOT TO BE ASSIGNED AS THE SPEED LIMITS REQUIRED FOR THE WORK.
- EXISTING SPEED LIMIT SIGNS SHALL BE REMOVED OR COVERED WHEN A REDUCED WORK ZONE SPEED LIMIT IS IN EFFECT IN THE SAME AREA.
- WORK ZONE SPEED LIMIT SIGNS SHALL BE INSTALLED EVERY MILE THROUGH THE WORK AREA WHEN SPEED ZONE IS REDUCED.
- A SPEED LIMIT SIGN ENDING THE REDUCED SPEED ZONE SHALL BE INSTALLED AT THE END OF EACH ZONE.



CHANGEABLE MESSAGE
SIGN PROTECTION

TAPER FORMULA

$$L = S \times W \text{ FOR SPEEDS OF 45 MPH OR MORE.}$$

$$L = \frac{W^2}{80} \text{ FOR SPEEDS OF 40 MPH OR LESS.}$$

WHERE:

- L = MINIMUM LENGTH OF TAPER.
- S = NUMERICAL VALUE OF POSTED SPEED LIMIT PRIOR TO WORK.
- W = WIDTH OF OFFSET LANE WIDTH.

LEGEND

- TYPE III BARRICADE
- TYPE II BARRICADE OR REFLECTORIZED PLASTIC DRUM
- SIGN
- FLAGGER
- CON
- CHS CHANGEABLE MESSAGE SIGN
- TRAFFIC SIGNAL

STANDARD PLAN NO. 921-R5
TRAFFIC CONTROL
CONSTRUCTION AND MAINTENANCE

SHEET 2
PRELIMINARY PLAN
NOT FINAL - SUBJECT TO CHANGE

PROJECT NO.
08-142

GRAND ISLAND QUIET ZONE IMPROVEMENTS
GRAND ISLAND, NEBRASKA
TRAFFIC CONTROL CONST. & MAINT.

FELSBERG & HOLT & ULLEVIG
11400 ARROW HILL DR.
SUITE 410
OMAHA, NE 68154
TEL 402-465-4600
FAX 402-465-4304
BURLINGTON.COM

DESIGNED: FHU
CHECKED: FHU
REVISIONS:

SHEET:

19

DATE: 01/17/11

EXHIBIT B

To Wayside Horn Agreement

Cover Sheet for the

Form of Contractor's Right of Entry Agreement

Folder No.: Folder Number
UPRR Audit No.: Audit Number

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and

(*NAME OF CONTRACTOR*)
a _____ corporation ("Contractor").
(*State of Corporation*)

RECITALS:

Contractor has been hired by the *Name of Public Body* ("X") to perform work relating to the Purpose (the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of the Railroad's Mile Post Mile Post on the Railroad's Name of Subdivision in or near City, County & State, as such location is in the general location shown on the Railroad Location Print marked Exhibit A, and as specified on the Detailed Prints collectively marked Exhibit A-1, each attached hereto and hereby made a part hereof, which work is the subject of a contract dated _____ between the Railroad and the X. (*Date of Contract*)

The Railroad is willing to permit the Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is

limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C & D.

The General Terms and Conditions contained in Exhibit B, the Insurance Requirements contained in Exhibit C, and the Minimum Safety Requirements contained in Exhibit D, each attached hereto, are hereby made a part of this Agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

MTM

MSM

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of Exhibit B. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this Agreement and continue until this Agreement is terminated as provided in this Agreement or until the Contractor has completed all work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

- A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until _____, unless sooner terminated as herein
(*Expiration Date*)
provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.
- B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this Agreement.

B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

*Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, MS 1690
Omaha, NE 68179-1690
UPRR Folder No.: Folder Number*

ARTICLE 8 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 9 - ADMINISTRATIVE FEE.

Upon the execution and delivery of this Agreement, Contractor shall pay to Railroad **FIVE HUNDRED DOLLARS (\$500.00)** as reimbursement for clerical, administrative and handling expenses in connection with the processing of this Agreement.

ARTICLE 10 - CROSSINGS.

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

ARTICLE 11 - EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.



IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By: _____

PAUL G. FARRELL
Senior Manager Contracts

(Name of Contractor)

By: _____

Title: _____

EXHIBIT A

Exhibit A will be a print showing the general location of the work site.

EXHIBIT B
TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT
GENERAL TERMS & CONDITIONS

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least thirty (30) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.



- B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.
- C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
- D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 8. INDEMNITY.

- A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.
- B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.
- C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.
- D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.
- E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor



any Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law, (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage); (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C
TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT
INSURANCE REQUIREMENTS

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

A. COMMERCIAL GENERAL LIABILITY INSURANCE. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

B. BUSINESS AUTOMOBILE COVERAGE INSURANCE. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

D. RAILROAD PROTECTIVE LIABILITY INSURANCE. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this Agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this Agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

E. UMBRELLA OR EXCESS INSURANCE. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. POLLUTION LIABILITY INSURANCE. Pollution liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. In any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

OTHER REQUIREMENTS

G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.

I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.

J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.

L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

I. CLOTHING

A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

- (i) Waist-length shirts with sleeves.
- (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.
- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.
- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. PERSONAL PROTECTIVE EQUIPMENT

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment
 - 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers
 - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. ON TRACK SAFETY

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
 - (ii) Wear an orange, reflectorized workwear approved by the Railroad Representative.
 - (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed.
- Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. EQUIPMENT

- A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
 - Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
 - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. GENERAL SAFETY REQUIREMENTS

- A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
 - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
 - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
 - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
 - (v) Before stepping over or crossing tracks, look in both directions first.
 - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

EXHIBIT C

To Wayside Horn Agreement

Cover Sheet for the
Provision for Protection of Subsurface Facilities
on Railroad Property

EXHIBIT C

TO WAYSIDE HORN AGREEMENT

PROTECTION OF SUBSURFACE FACILITIES ON RAILROAD PROPERTY

- A. Cables, lines, wires, circuits, conduit, pipes and other facilities ("Facilities") may be buried on and under Railroad property, including, without limitation, its rights-of-way, as part of, or associated with, various systems and facilities, including, without limitation, fiber optic systems, railroad traffic control-related systems (e.g., wayside horn, switching, and signal control systems), and utility systems and facilities (e.g., electrical lines, natural gas and water main pipelines and distribution/supply lines, and sewer pipes and lines). Protection of the Facilities is of extreme importance since any break in or damage to the Facilities could, among other things, disrupt service to users, result in business interruption and loss of revenue and profits, result in injury or death to persons and damage to property, cause other economic losses, and/or create safety risks to the public. Accordingly, Licensee shall (1) comply with all one-call and other requirements of the law of the state where the Work is to be performed, (2) exercise due diligence in an effort to determine from the Railroad and all appropriate utilities, telecommunications companies, etc. to determine if Facilities are present in the area that is to be used or occupied by, or that will be accessible to, Licensee in connection with the Work, including, without limitation, by telephoning the Railroad at 1-800-336-9193 (between 6:30 a.m. and 8:00 p.m. Central Time) to determine if Facilities comprising fiber optic systems are buried anywhere at such location(s), (3) contact the Railroad and any party who is determined to be the owner of any such Facilities to make suitable arrangements for the relocation or other protection of the Facilities, (4) refrain from commencing Work on the Railroad's property in the vicinity of any Facilities unless and until such relocation or other protection has been completed, and (5) require its contractors and subcontractors to comply with the commitments set forth in (1) through (4), above. Licensee acknowledges and agrees that the Railroad will not be responsible for the cost to relocate or otherwise protect the Facilities.
- B. In addition to other indemnity provisions in this Agreement, to the extent not prohibited by law, Licensee shall defend, indemnify and hold Railroad harmless from and against all costs, liability, loss and expense whatsoever (including, without limitation, consequential damages, attorneys' fees, court costs, and expenses) arising out of any act or omission of Licensee, its agents, contractors, subcontractors, and/or employees, relating in any way to the Facilities, to the extent all or any of their acts or omissions cause or contribute to (1) any disruption of service to users or damage for business interruption or loss of revenues or profits, (2) any damage to or destruction of any Facilities, (3) any injury or damage to property or injury to or the death of any persons, (4) any other economic loss, (5) any other damage or liability whatsoever, or (6) the assertion or filing of any claim, cause of action, or judgment whatsoever relating to such matters. If this Subsection B should be declared void or unenforceable by a court of competent jurisdiction, it shall be stricken, but the fact that it has been so struck shall not affect the enforceability of Subsection A.

EXHIBIT D

To Wayside Horn Agreement

Cover Sheet for the
Preliminary Engineering Agreement

AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

THIS AGREEMENT, for good and valuable consideration, the receipt of which is hereby acknowledged, is made and entered into effective this 23rd day of June, 2009, by and between Union Pacific Railroad Company Delaware Corporation (hereinafter, "the Railroad") and the **City of Grand Island**, a Municipal Corporation of the State of Nebraska (hereinafter the "Public Authority").

Now, therefore, in consideration of the premises, and the promises and conditions hereinafter set forth, the parties hereto agree as follows.

1. The Project and the Work.

The Public Authority has stated its intention to proceed initially with a project, as follows, **Grand Island Quiet Zone**, (hereinafter referred to as "the Project"). The Public Authority has requested that the Railroad conduct preliminary engineering services, develop cost estimates and review preliminary layouts in connection with the Project. Any of the Railroad's work (whether performed directly by Railroad or by others they contract with) associated with such services is called the "Work" in this Agreement. The Railroad is agreeable to complying with the Public Authority's request, subject to the terms and conditions of this Agreement.

2. Payment and Deposit for Work.


The Public Authority authorizes the Railroad to proceed with the Work relating to the Project. The Public Authority shall pay and reimburse the Railroad for all actual Cost that Railroad incurs in performing such Work. On the date of execution of this Agreement, the Public Authority tenders to Railroad a deposit in the amount specified by Railroad in its web-posted Deposit Schedule (hereinafter, this is referred to as the "Deposit"). The Railroad will apply the Deposit to the total Cost of the Work. If the Deposit is insufficient to pay for the actual Cost of the Work, Railroad will notify the Public Authority of the estimated or actual shortfall and


the Public Authority within ten (10) days shall pay that additional amount to the Railroad. Railroad is not required to proceed with the Work until the additional payment for the Work is received. If the Deposit and any additional payment for the Work exceeds the actual Cost of the Work, Railroad will either refund the overage or apply it to the Cost of future Railroad work associated with the Project after the preliminary services are performed, at the Public Authority's election.

3. "Cost" as used herein means all costs and expenses of labor, supplies, and material incurred for or in connection with the Railroad's performance of the Work, including, without limitation, direct and indirect labor additives, delivery charges, and Railroad's additives and overhead, as such are in effect on the date Railroad prepares its estimates or final billing.

4. If the Public Authority elects to go forward with the Project after these preliminary services are performed, Railroad and Public Authority agree to enter into the separate Agreement for the construction of the project and other activities, identified as the [select either

Wayside Horn Agreement or Agreement Regarding Quiet Zone Warning Devices], which is currently posted on Railroad's website.


[PUBLIC AUTHORITY] 6-23-09


[UNION PACIFIC] AVP ENGINEERING

RESOLUTION 2009-143

WHEREAS, the Union Pacific Railroad is performing preliminary engineering services related to the Quiet Zone Improvements; and

WHEREAS, such services shall consist of preliminary engineering services, development of cost estimates, and the review of preliminary layouts in connection with the Quiet Zone Improvement Project; and

WHEREAS, the sum of \$10,000.00 shall be paid to the Union Pacific Railroad (\$5,000.00 each for Walnut Street and Elm Street crossings); and

WHEREAS, an agreement with the Union Pacific Railroad is required to proceed with the preliminary engineering services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement with the Union Pacific Railroad for the preliminary engineering services related to the Quiet Zone Improvements 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.

BE IT FURTHER RESOLVED, that the sum of \$10,000.00 will be paid to the Union Pacific Railroad for the Walnut Street and Elm Street crossings.

Adopted by the City Council of the City of Grand Island, Nebraska, June 23, 2009.


Margaret Hornady, Mayor

Attest:


RaNaë Edwards, City Clerk

Preliminary Engineering Estimate
Wayside Horn Installation by Grand Island, NE

Project Scope: Install interconnection to existing crossing signals to accommodate proposed wayside horn installation at Walnut Street. Deposit by the City of Grand Island in the amount of \$5,000 per each location as outlined in schedule provided by the Railroad.

Crossing: Public
NE Grand Island
Elm Street
MP 147.08 Kearney Sub.
DOT 817623U

PID: 65767
AWO: 01966
Job:001

<u>DESCRIPTION</u>	<u>TOTAL</u>
PE Deposit by City Check No. 149709	\$5,000

Note: Check is in the amount of \$10,000, with deposit to be divided equally between Walnut and Elm Streets.

Preliminary Engineering Estimate
Wayside Horn Installation by Grand Island, NE

Project Scope: Install interconnection to existing crossing signals to accommodate proposed wayside horn installation at Walnut Street. Deposit by the City of Grand Island in the amount of \$5,000 per each location as outlined in schedule provided by the Railroad.

Crossing: Public
NE Grand Island
Walnut Street
MP 146.95 Kearney Sub.
DOT 817622M

PID: 65766
AWO: 01967
Job:001

<u>DESCRIPTION</u>	<u>TOTAL</u>
PE Deposit by City Check No. 149709	\$5,000

Note: Check is in the amount of \$10,000, with deposit to be divided equally between Walnut and Elm Streets.

EXHIBIT E

To Wayside Horn Agreement

Cover Sheet for the

Railroad Material and Force Account Estimate

DATE: 2011-03-07

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS 12011-09-05

DESCRIPTION OF WORK:

INSTALL CROSSING SIGNAL INTERCONNECTIONS
FOR AUTOMATED HORN SYSTEMS AT GRAND ISLAND, NE
NORTH WALNUT STREET M.P. 146.95 ON THE
KEARNEY SUBDIVISION DOT# 817622M
WORK TO BE PERFORMED BY CITY WITH EXPENSE AS BELOW
SIGNAL - CITY - 100%
ESTIMATED USING FEDERAL ADDITIVES - 187.52%

PID: 65766 AWO: 01967 MP SUBDIV: 146.95, KEARNEY
SERVICE UNIT: 03 CITY: GRAND ISLAND STATE: NE

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
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ENGINEERING WORK							
ENGINEERING	1609		1609				1609
LABOR ADDITIVE 187.52%	12057		12057				12057
SIG-HWY XNG	4821		4821				4821

TOTAL ENGINEERING	18487		18487				18487
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SIGNAL WORK							
BILL PREP	900		900				900
CONTRACT	134		134				134
LABOR ADDITIVE 187.52%	5151		5151				5151
PERSONAL EXPENSES	1042		1042				1042
SALES TAX	53		53				53
SIGNAL	1847		1340	3187			3187
TRANSF/IB/OS/RCIM CONTR	131		131				131

TOTAL SIGNAL	7898		2700	10598			10598
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TRACK & SURFACE WORK							
ENVIRONMENTAL PERMIT	1		1				1
TOTAL TRACK & SURFACE	1		1				1

LABOR/MATERIAL EXPENSE	26385	2701					
RECOLLECTIBLE/UPRR EXPENSE			29086				
ESTIMATED PROJECT COST				0			29086

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF
AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED,
UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.

EXHIBIT F

To Wayside Horn Agreement

Cover Sheet for the
Insurance Requirements

EXHIBIT F

TO WAYSIDE HORN AGREEMENT

CONTRACT INSURANCE REQUIREMENTS

The following describes the insurance requirements that are the subject of the Wayside Horn System Agreement Section 7c.

- A. City must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 07 98 (or a substitute form providing equivalent coverage) (hereinafter, the Policy). The Policy shall have the following particulars set forth in its Declarations or by endorsement.
 - The "Named Insured" is Union Pacific Railroad.
 - The "Contractor" is the City of Grand Island.
 - The "Job Location" is Walnut Street at-grade public road crossing, (DOT No. 817-622M), at Railroad Mile Post 146.95 on the Kearney Subdivision in Grand Island, Hall County, Nebraska.
 - The "Work" is "Installation and operation and maintenance of Automated Directional Horn Systems."
- B. Policy will provide limits of not less than \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate with a per occurrence self insured retention not to exceed \$1,000,000.
- C. City shall require its Contractors and subcontractors, as the case may be, to nonetheless maintain the insurance required pursuant to the Right of Entry Agreement, Appendix A, Exhibit C.

RESOLUTION 2011-225

WHEREAS, prior to commencing with construction of the Wayside Horn System at the Walnut Street Crossing the City of Grand Island is required to enter into an agreement with the Union Pacific Railroad; and

WHEREAS, the agreement stipulates responsibilities and obligations of the City with respect to the work associated with engineering, design, construction, installation, interconnectivity, operation and maintenance of the Wayside Horn System and the Quiet Zone Improvement Project; and

WHEREAS, the City shall install, own and maintain the Wayside Horn System and all parts and components thereof, as well as any interconnecting cables provided for interconnection and all confirmation indicators at the crossing, and

WHEREAS, the City will be responsible for all costs associated with the installation, maintenance and testing of the interconnection equipment with the Railroad's crossing signal system; and

WHEREAS, the Council has reviewed the agreement and has determined that it is in its best interest to enter into the agreement in the attached form.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to sign the attached Wayside Horn Agreement between the City of Grand Island and the Union Pacific Railroad Company.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 19, 2011	☐ City Attorney



City of Grand Island

Tuesday, August 23, 2011

Council Session

Item I4

**#2011-226 - Approving Design Detail with HDR for Uranium
Removal**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Tim Luchsinger, Utilities Director
Jason Eley, Asst. City Attorney/Purchasing

Meeting: August 23, 2011

Subject: Approving Design Detail with HDR Engineering, Inc.,
for Uranium Removal - Task Order No. 2

Item #'s: I-4

Presenter(s): Tim Luchsinger, Utilities Director

Background

The Utilities Department was authorized by Council on February 22, 2011, to proceed with the procurement and installation of the large-scale pilot uranium removal system at the City's Platte River Well Field. Specifications for the Uranium Removal System - Equipment Procurement were advertised and issued for bid, and a contract for this system was awarded to Water Remediation Technologies (WRT), LLC, of Wheat Ridge, Colorado, by Council on July 26, 2011.

In order to proceed with the installation of this equipment, the City's consultant for this project, HDR Engineering, was directed to provide a proposal for the detailed engineering required to complete the project. This detailed engineering proposal is in accordance with the engineering services agreement entered into with HDR for the original uranium treatment evaluation, which continued with engineering services for the procurement of the uranium removal system. Detailed engineering services include preparation of specifications for bidding of a new building and foundations, underground piping, well modifications, and installation of the uranium removal equipment. It also includes project coordination with WRT, and assisting with review of the project with Nebraska Health and Human Services for their final approval. A copy of Exhibit A - Task Order No. 2 – Uranium Removal Water Treatment Plant is attached.

Discussion

The engineering services agreement with HDR was designed to define a study of uranium treatment or removal options and provide a method for continuing engineering services for the study's unknown or undefined solutions and allow continuity for efficient completion of the project. The proposal received from HDR for detailed engineering

services was estimated at \$111,728. The estimate is arrived at by a breakdown of man-hours required for the task items and will be billed at actual costs not to exceed \$111,728. Department engineering management staff has reviewed this proposal and find it to be in accordance with the expected engineering effort and for engineering services of this type of work.

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 proposal of HDR Engineering, Inc. of Lincoln, Nebraska for Uranium Removal Water Plant – Task Order No. 2, in the estimated amount not to exceed \$111,728.

Sample Motion

Move to approve the proposal of HDR Engineering, Inc. of Lincoln, Nebraska for Uranium Removal Water Plant – Task Order No. 2.

EXHIBIT A
URANIUM REMOVAL WATER TREATMENT PLANT
TASK ORDER NO. 2

This Task Order pertains to an Agreement by and between City of Grand Island, Nebraska, ("OWNER"), and HDR Engineering, Inc. ("ENGINEER"), dated August 10, 2010, ("the Agreement"). Engineer shall perform services on the project phase described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 2
PROJECT PHASE NAME: URANIUM REMOVAL WATER TREATMENT PLANT DESIGN

PART 1.0 PROJECT DESCRIPTION:

- 1.1 The City of Grand Island Water Supply System consists of wells located in town and twenty-one low pressure wells, located in the 1200 acre well field at the Platte River. The twenty-one wells located in the well field have been tested for high uranium concentrations. A study was completed to examine uranium removal for these twenty-one wells.

The previously completed study defined the nature and extent of regulatory issues, analyzed alternatives, addressed water quality issues and recommended improvements and a plan for water treatment.

The treatment technology for adsorptive media (Water Remediation Technologies (WRT)) was screened as the most viable treatment alternative and was investigated and evaluated in detail.

It has been recommended that an adsorptive media as provided by Water Remediation Technologies (WRT) treatment plant be implemented for the well field in a phased construction approach. A five (5) MGD water treatment plant has been recommended. The plant will treat water from wells No 6, 7, and 8. Future phases will be constructed as required to meet the regulatory requirements of the remainder of the wells.

The OWNER has procured adsorptive media equipment procurement through the bidding process. The OWNER will provide the equipment purchased for installation as part of the second phase of the project for the design and construction of the water treatment facility. The second phase of the project to be authorized by this Task Order is for the design of the adsorptive media water treatment system, bidding the project and providing identified construction phase services.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER:

2.1 This Scope of Services for this Task Order is for ENGINEER to provide engineering services ("Services") to the OWNER. Major categories of work in this scope of services include:

- Construction Administration – Equipment Procurement
- Project Implementation
- Preliminary and Final Design
- NDHHS Plan Review
- Bidding Assistance
- Construction Phase Office Services
- Post Construction and Project Close-out Services

See detailed summary of tasks below:

TASK SERIES 100 – CONSTRUCTION ADMINISTRATION- EQUIPMENT PROCUREMENT

Objective:

Assist OWNER with construction phase services for treatment equipment procurement.

HDR Activities:

110 – Construction Administration

- Determine acceptability of substitute equipment proposed during Bidding Phase prior to award of contract as allowed by the Bidding Documents. Conduct conference call to review conclusions of evaluation of substitute equipment.
- Shop Drawings - ENGINEER will review shop drawings for compliance with the requirements of the Contract Bidding Documents. Coordinate shop drawings with proposed project design for water treatment system. Submit WRT Shop Drawings to NDHHS for information only prior to incorporation into design. Equipment manufacturer will respond to any comments or questions as requested by NDHHS.
- ENGINEER/ OWNER/ Equipment Manufacturer will meet and review preliminary equipment drawings for process equipment to establish general layout and design considerations. NDHHS to be invited to meeting to establish familiarity with process equipment.

Assumptions:

- No more than two (2) submittals required for approval.
- OWNER will administer payments to equipment manufacturer to process payment applications.

- Equipment manufacturer will respond to any questions NDHHS has concerning proposed equipment operation or installation.

Meetings/Travel:

- One (1) meeting for pre submittal design discussion.

Task Deliverables:

- Shop Drawing Review Comments with disposition action resulting from review.
- Pre Design Meeting Minutes for Equipment.

TASK SERIES 200 – PROJECT IMPLEMENTATION

Objective:

Perform activities required for implementation of project including project initiation, team organization, project procedures, scheduling and budgeting. HDR will coordinate with OWNER'S personnel to gather input regarding goals, work effort, and scheduling.

HDR Activities:

210 – Project Planning

- Prepare project scope of services as required for project.
- Define project activities, constraints, procedures, guidelines, schedules, and budgets for HDR team members and subconsultant personnel. Identify format of deliverables for survey, geotechnical activities, construction drawings and specifications. Review processes and procedures to be implemented for the project with OWNER. Review processes and procedures to be implemented for the project with HDR team and subconsultants.
- Prepare project budget.
- Develop Quality Control Plan to be incorporated into Project Guide.
- Review and incorporate OWNER'S design standards and bidding document standards. Develop project design and construction schedule. Prepare and distribute Project Guide. The Project Guide will document all personnel Project activities, constraints, guidelines, budgets and procedures. Maintain Project Guide, distribute and update as activities dictate.

220 – Project Implementation / Data Collection

- Prepare Kickoff Meeting agenda, conduct meeting, and prepare minutes. Review of documentation on owner supplied equipment for incorporation into project. General Discussion of Design Issues, Approach and Schedule. Review Project Procedures and Establish Lines of Communication. Obtain information on existing installations and processes needed for the design of the proposed improvements.

ENGINEER will provide a list of requested data to the OWNER prior to kick-off meeting. OWNER will provide copies of available requested materials to ENGINEER at the kick-off meeting.

230 – Survey and Geotechnical

- OWNER will provide the survey services to perform a topographic survey of the area for the proposed site of the new water treatment Plant. Survey to be tied into existing Datum Control for vertical and horizontal measurements. ENGINEER will review survey data and verify adequate information has been provided to complete the design and document preparation.
- Geotechnical Investigation - A subsurface exploration program consisting of one (1) boring will be secured by OWNER through a geotechnical consultant. ENGINEER will review results and recommendations of Soils Report to verify adequate information has been provided to develop design criteria for building and mechanical pad foundation.

240 – Design Evaluations

- ENGINEER will establish design conditions for the restaging of existing well pumps. No formal design study or report is part of the scope of work associated with the revised pumping configuration.

Assumptions:

- Timely delivery of Notice to Proceed for conducting HDR activities.
- Timely delivery of available requested background information to ENGINEER.
- Special permits are not required. Existing site piping will be located by OWNER and included on site topographic survey.
- Building area to be located south and east of the collection basins and pumping station.

Meetings/Travel:

- One (1) meeting for project kick-off.

Task Deliverables:

- Project Guide.
- Kick-off Meeting Minutes.

TASK SERIES 300 – PRELIMINARY AND FINAL DESIGN

Objective:

Development of design, drawings, specifications and bidding documents for the process improvements defined above.

HDR Activities:

310 – Preliminary Design of Treatment System

- Prepare preliminary drawings in sufficient detail to depict the general arrangement for the layout and size of the building and adsorption media filter equipment.

320 - Final Drawings and Specifications

- Prepare final drawings and details for the various components of the project
- Prepare Construction Specifications.

330 - Agency Review/90% Design Document Development

- Complete Final Design and Drawings to 90% level.
- Prepare bidding requirements, contract forms, and conditions of the contract to reflect appropriate bid pricing for bid proposal and contract.
- Submit three (3) drawing sets and one electronic file copy of 90% design documents for review to the Owner.
- Provide in-house QC reviews by senior interdisciplinary personnel.
- Attend one (1) meeting with OWNER project team to review progress, status of design. Prepare response to OWNER's comments and incorporate comments into documents as appropriate.

340 – Final Construction Document Development

- Prepare construction documents that incorporate all review comments.
- Submit three (3) drawing sets and one electronic file copy of 100% design documents for review to the Owner.

360 – Project/Team Management –Design Phase

- Provide project monitoring and reporting.
- Provide resource management and allocation based on project schedules and activities.
- Provide budget and invoice management.
- Provide coordination with Owner and Sub-consultants.

Assumption:

- Timely review and receipt of OWNER comments.

Meetings/Travel:

- One (1) meeting to review the Final Design.

Task Deliverables:

- Review Meeting Minutes.
- One (1) copy of Final Design documents in pdf electronic format.

TASK SERIES 400 – SUBMIT PLANS AND SPECIFICATION TO NDHHS

Objective:

Submit plans and specifications to the NDHHS for review and comment.

HDR Activities:

410 – NDHHS Submittal

- Following OWNER's review and acceptance, submit plans and specifications to the NDHHS.
- Respond to regulatory comments and questions
- Finalize Plans and Specifications to incorporate comments received from NDHHS.

Assumptions:

- It is anticipated that only one round of comments will be received from NDHHS that will require changes to the final design documents.
- Any permitting fees to be paid by OWNER.
- No design study is a part of the scope of the preliminary and final design as proprietary equipment is being installed. Any design study information necessary for the satisfaction of NDHHS requirements will be provided as additional services by ENGINEER or to be provided by the equipment manufacturer.

Meetings/Travel:

- None

Task Deliverables:

- Three (3) sets of drawings and specifications for submittal to NDHHS.

TASK SERIES 500 – BIDDING PHASE ASSISTANCE

Objective:

Assist OWNER in bidding and evaluation and Award of Construction Contract.

HDR Activities:

510 – Document Reproduction and Distribution

- OWNER will distribute Notice to Bidders to potential contractors.
- OWNER will distribute bidding documents to the plan houses and as requested, to contractors and suppliers.

530 – Contract Document Interpretations and Clarifications

- During the bidding process, ENGINEER will answer questions posed by the bidders as requested by the OWNER.

- Prepare addenda containing clarifications and modifications to the Construction Documents as requested by OWNER.

Assumptions:

- No Pre-bid Conference to be conducted.
- Recommendation on award of contract to be made by OWNER.

Task Deliverables:

- Written responses to contractor questions during bidding.
- Addenda as required.

Meetings/Travel:

- None.

TASK SERIES 600 – CONSTRUCTION PHASE OFFICE SERVICES

Objective:

Consult with OWNER and act as OWNER's representative as provided in the following activities.

HDR Activities:

610 – Preconstruction Meeting - N/A

- OWNER will prepare agenda and conduct pre-construction conference to discuss and establish project procedures. Prepare meeting minutes and distribute to attendees.

620 – Shop Drawing Review and Processing - N/A

- OWNER will review shop drawings for compliance with the requirements of the contract documents. Log, mark and distribute transmittals to Owner and contractor. Maintain log of submitted transmittals to monitor the progress and status of approvals.

630 – Contractors Progress Estimate – Additional Service if Required by OWNER

- OWNER will review and process applications by the contractor for progress payments submitted on a monthly basis consistent with the Owner's procedures.

640 – Project Meetings - Additional Service if Required by OWNER

- OWNER will conduct monthly meetings at the project site or Owner's office during construction. Review project progress, resolve any current problems and identify future issues for resolution.

650 – Interpretations and Clarifications

- ENGINEER will evaluate requests for substitutions for materials and equipment and discuss acceptability of substitutions with OWNER.

- Provide interpretations and clarifications of the construction documents during construction.

660 – Change Proposal Requests/Change Orders – Additional Service if required by OWNER

- OWNER will review and analyze change requests or claims submitted by the contractor.

670 – Periodic Site Visits –Additional Service if required by OWNER

- Make site visits to view construction progress as requested.

680 – Project Management

Project Management activities listed to be provided during completion of Task Series 100 thru 600.

- Provide project monitoring and reporting.
- Provide resource management and allocation based on project schedules and activities.
- Provide budget and invoice management.
- Provide coordination with Owner and Sub-consultants.

Assumptions:

- OWNER will receive shop drawing transmittals and forward to ENGINEER.

Meetings/Travel:

- Attend Pre-construction Meeting.

Task Deliverables:

- Pre-construction Meeting Agenda.
- Pre-construction Meeting Minutes.
- Written project interpretations and clarifications.

TASK SERIES 700 – CONSTRUCTION PHASE FIELD

Objective:

Provide services of an RPR at the Site to assist ENGINEER and to provide more extensive observation of Contractor's Work.

HDR Activities:

710 – Resident Services N/A Additional Service if required by OWNER

- Relay written and/or verbal communications between the Engineer and the contractor.
- Inform the Engineer and Owner of construction activities and issues on a timely basis.

- Report to the Engineer whenever work appears to be unsatisfactory, faulty or defective, has been damaged or does not conform to the contract documents.
- Maintain orderly files of project meetings, shop drawings, contract documents, addenda, work directives, change order and progress estimates.
- Review and reconcile progress estimates with contractor in the field and coordinate with Engineer to determine payment amount.
- Assist Engineer in preparing punch list when project reaches substantial completion.
- Coordinate materials testing and construction surveying and review results to determine contractor compliance with the requirements of the contract documents.
- Provide weekly construction report to the Owner.

720 – Materials Testing – Additional Service if required by OWNER

- Testing for soil compaction, trenching subgrade preparation and concrete quality will be completed in accordance with the requirements of the contract documents.

Assumptions:

- OWNER assumes responsibility for RPR functions.

Meetings/Travel:

- None.

Task Deliverables:

- None.

TASK SERIES 800 – POST CONSTRUCTION AND CLOSE-OUT SERVICES

Objective:

Perform the following Post-Construction Phase tasks as follows:

HDR Activities:

810 – Substantial Completion and Final Inspection

- Conduct substantial completion inspection and prepare a report (punchlist) covering observed discrepancies, deficiencies and omissions in the work performed by the contractor.
- Prepare certification of substantial completion when contractor has completed work in substantial compliance with the contract documents.
- Make recommendation regarding retainage to the Owner. N/A
- Conduct a final inspection of the project upon correction of deficiencies.
- Assist in preparation of close-out documents and make recommendation for final payment. –N/A

820 – As-Recorded Drawings

- Prepare record drawings showing changes made during the construction process. Drawings are based on mark-ups, drawings and other data furnished by the contractor.
- Provide the Owner one (1) set of record drawings in an electronic file in pdf format.

830 – Project Management

Project Management activities listed to be provided during completion of Task Series 700 and 800.

- Provide project monitoring and reporting.
- Provide budget and invoice management.
- Provide coordination with Owner.

Assumptions:

- OWNER to monitor and maintain record of construction changes or additions to be made to record drawings.

Meetings/Travel:

- Site visits for substantial completion inspection.
- Site visit for final completion inspection.

Task Deliverables:

- Substantial completion punch list.
- Final completion punch list.

2.2 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

- 1) Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
- 2) Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.
- 3) Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Part 1.
- 4) Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

- 5) Furnishing services of Engineer's Consultants for other than Basic Services.
- 6) Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contract as allowed by the Bidding Documents.
- 7) Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required.
- 8) Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
- 9) Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
- 10) Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

PART 3.0 OWNER'S RESPONSIBILITIES:

- 3.1 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:
- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
 - B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
 - C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services.
 - D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
 - E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Task Order of the Agreement as required.
 - F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
 - G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including

obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
 - 1) Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2) Legal services with regard to issues pertaining to the Project as Owner requires or deems appropriate, Contractor raises, or Engineer reasonably requests, including but not limited to the review of Contract Documents supplied by Engineer.
 - 3) Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - 4) Placement and payment for advertisement for Bids in appropriate publications.
- J. Attend the pre-bid conference and bid opening.

PART 4.0 PERIODS OF SERVICE:

HDR will perform services under this Task Order with in a period of 270 calendar days following notice to proceed from OWNER.

PART 5.0 PAYMENTS TO ENGINEER:

- 5.1 Compensation For Basic Services and Additional Services – Salary Costs Times a Factor Method of Payment.
 - A. Owner shall pay Engineer for Basic Services set forth in Task Order No. 1, as follows:
 - 1) An amount equal to Engineer's Salary Costs times a factor of 2.15 for all Basic Services by principals and employees engaged directly on the Project, plus Reimbursable Expenses, and Engineer's Consultant's charges. HDR Billing Rates are summarized as follows:

CLASSIFICATION	HOURLY RATE	ASSIGNED STAFF FOR URANIUM TREATMENT EQUIPMENT PROCUREMENT
Principal-In-Charge	\$170-\$270	\$205
Project Manager	\$120-\$280	\$278
QA/QC Engineer	\$170-\$270	\$270
Senior Engineer/Process Eng.	\$120-\$190	\$160-\$180
Staff Engineer	\$80-\$150	\$90-\$130
Environmental Engineer	\$115-\$220	\$218
CADD Technician	\$70-\$110	\$90
Hydrogeologist	\$130-\$180	\$155
Administrative Assistant	\$50-\$85	\$82
Architect	\$80-\$170	\$112
Electrical	\$90-\$175	\$161
Structural	\$90-\$170	\$153
Mechanical	\$90-\$165	\$90
Instrumentation	\$90-\$175	\$174
Civil	\$85-\$150	\$90
Clerical	\$40-\$60	\$53

- 2) The total compensation for services under Part 5 is estimated to be One Hundred Eleven Thousand Seven Hundred Twenty-Eight Dollars (\$111,728) based on the Fee Summary Sheet attached.
- 3) Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved in writing by Owner.
- 4) The total compensation for Engineer's services incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultant's charges.

- 5) The portion of the amounts billed for Engineer's services will be based on the applicable Salary Costs for the cumulative hours charged to the Project incurred during the billing period by Engineer's principals and employees multiplied by the above designated factor, plus Reimbursable Expenses and Engineer's Consultant's charges.
- 6) Salary Costs means salaries and wages paid to Engineer's employees plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto.
- 7) The Salary Costs and the factor applied to Salary Costs will be adjusted annually (as of 01/01/12) to reflect equitable changes in the compensation payable to Engineer.

5.2 Compensation for Reimbursable Expenses

- A. Owner shall pay Engineer for all Reimbursable Expenses including the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Task Order No. 1, and, if authorized in advance by Owner, overtime work requiring higher than regular rates. HDR reimbursable expenses are summarized as follows:
 - 1) Personal auto mileage invoices at current IRS rate \$0.55.5 per mile.
 - 2) Other transit (airfare, rental car, gas for rental car, lodging, and meals) invoiced at actual cost incurred.
 - 3) Telephone, postage and copy costs will be invoiced at actual cost incurred.
 - 4) Technology charges will be invoiced at \$3.70 for each labor hour.
 - 5) Charges for sub consultants will be billed at the invoice cost plus 5%.
- B. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.00.

This Task Order is executed this _____ day of _____, 2011.

"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.

"ENGINEER"

BY:  _____

NAME: _____

Ronald J. Sova

TITLE: _____

Vice President

ADDRESS: _____

8404 Indian Hills Drive
Omaha, NE 68114

**ESTIMATED STAFF HOURS
GRAND ISLAND**

TASK DESCRIPTION	TOTAL HOURS	Total With Tech Fee	Expenses	
Task Series 100 - Equipment Procurement				
Task 110 - Construction Administration - Equipment Procurement	44	\$7,351.27	\$135.00	
Alternate Equipment Review	12	\$2,395.32		
Shop Drawing Review	20	\$2,962.83		
NHHS WRT Shop Drawing Submittal and Review		\$0.00		
Progress Payments	0	\$0.00		
Pre-Design Equipment Manufacturer's Review Meeting	12	\$1,993.12	\$135.00	Per Diem
TASK SERIES 100 SUBTOTAL	44	\$7,351.27	\$135	Task 100
Task Series 200 - Planning/Basis of Design			Expenses	Expense Items
Task 210 - Project Planning	42	\$7,274.67	\$0	
Scope Project Services	6	\$1,197.66		
Prepare Project Schedule/Project Guide/Quality Control Plan/Production Standards	12	\$1,785.11		
Prepare Project Budget	8	\$1,553.81		
QC/QC Schedule/Budget	2	\$548.66		
Initial Project Team Organizational Meeting	14	\$2,189.44		
Task 220 - Project Implementation and Data/Information Collection	14	\$2,108.77	\$135	
Kickoff Meeting	14	\$2,108.77	\$135.00	Per Diem
Gather and Review Related Project Work and Pertinent Information	0	\$0.00		
Investigate Site Conditions and Identify Potential Surface & Underground Conflicts	0	\$0.00		
	0	\$0.00		
Task 230 - Survey and Geotechnical	9	\$1,101.22	\$0	
Reconnaissance Survey of Site	0	\$0.00		
Investigate Site Conditions and Identify Potential Surface & Underground Conflicts	0	\$0.00		
Site Survey - Owner	6	\$681.66		
Geotechnical Investigation -Owner	3	\$419.56		
Task 240 - Permitting/Environmental -N/A	0	\$0.00	\$0	
Identify, coordinate and prepare Permit Applications for Federal, State and Local Entities	0	\$0.00		
COE 404 Nationwide Permit	0	\$0.00		
NPDES Stormwater NOI	0	\$0.00	#	
Floodplain Construction Permit	0	\$0.00		
Environmental Desk Top Survey	0	\$0.00		
Environmental Resources Site Visit	0	\$0.00		Per Diem
Documentation and Findings	0	\$0.00		
Protected Species Review	0	\$0.00		
Cultural Resources Record Search	0	\$0.00		
Consult Fish and Wildlife	0	\$0.00		Per Diem
Task 250 - Basis of Design/Evaluations	32	\$3,760.53	\$135	
Identify and Define Design Criteria/Code Compliance	0	\$0.00		
Prepare Equipment List	0	\$0.00		
Establish Final Design Criteria	0	\$0.00		
Determine Existing Pump Restaging Requirements	32	\$3,760.53		
Opinion of Cost for Alternatives	0	\$0.00		
Prepare Written Design Summary - Attached to Design Report	0	\$0.00		
Basis of Design Review Meeting	0	\$0.00	\$135.00	Per Diem
TASK SERIES 200 SUBTOTAL	97	\$14,245.20	\$270.00	Task 100
Task Series 300 - PRELIMINARY AND FINAL DESIGN				
Task 310 - Preliminary Design (30%)	36	\$5,091.34	\$100.00	
Prepare Preliminary List of Specifications	0	\$0.00		
Prepare Preliminary Drawings	36	\$5,091.34	\$100.00	Copies

**ESTIMATED STAFF HOURS
GRAND ISLAND**

TASK DESCRIPTION	TOTAL HOURS	Total With Tech Fee	Expenses	
Task 320 - Final Design and Construction Document Development	375	\$42,002.31	0	200
Prepare Drawings and Details	0	\$0.00		
Cover Sheet	6	\$593.10		
General Abbreviations	6	\$593.10		
Legend and Symbols	6	\$593.10		
Site Plan	34	\$3,492.09		
Site Piping Plan	36	\$3,912.84		
Misc. Details	26	\$2,793.14		
Building Elevations	26	\$2,793.14		
Process Piping Plan	40	\$4,754.35		
Process Piping Sections	30	\$3,004.85		
Filter Support and Details	25	\$3,079.13		
Electrical/Mechanical Plan	34	\$8,838.78		
Prepare specifications	56	\$7,554.70	\$200.00	Copies
Prepare City Front-End Documents and Special Provision (By OWNER)	0	\$0.00		
Task 330 - Agency Review/90% Design Document Submittal	77	\$11,712.59	#	\$335.00
Prepare Final Design and Bidding Documents	30	\$3,457.95		
Incorporate City of Grand Island Front-End Documents and General Conditions	6	\$907.99		
Submit Final Drawing Sets for Review	9	\$919.13	\$200.00	Printing
QA/QC Review	14	\$3,365.95		
Design Review Meeting	18	\$3,061.57	\$135.00	Printing
Task 340 - Final Document Development	26	\$2,757.64	#	\$100.00
Prepare Documents Incorporating Comments	19	\$1,954.17		
Submit Documents to Owner	7	\$803.47	\$100.00	Printing
Task 350 - Project Management/Project Control for Design	27	\$4,829.91	#	\$0.00
Provide Project Monitoring and Reporting	0	\$0.00		
Provide Budget and Invoice Management	10	\$1,607.77		
Provide Coordination with Owner and Subconsultants	12	\$2,170.26		
Provide Monthly Progress Reports	5	\$1,051.89		Printing
TASK SERIES 300 SUBTOTAL	341	\$66,393.78	#	\$755.00 Task 200
Task Series 400- Submit Plans and Specification to NDHHS				
Task 410 - NDHHS Submittal	14	\$2,108.77	\$0	
Submit Plans	10	\$1,444.40		
Respond to Comments	4	\$664.37		
TASK SERIES 400 SUBTOTAL	14	\$2,108.77	\$0.00	Task 100
Task Series 500 - BIDDING PHASE ASSISTANCE				
Task 510 - Document Reproduction and Distribution	0	\$0.00	#	\$0.00
Owner Advertise with Engineer Assistance	0	\$0.00		
Print Construction Drawings	0	\$0.00		Printing
Maintain Plan Holders List	0	\$0.00		
Task 520 - Document Clarification/Addenda	20	\$2,888.80	#	\$0.00
Address Comments and questions	10	\$1,444.40		
Prepare and distribute Addenda	10	\$1,444.40		
TASK SERIES 500 SUBTOTAL	20	\$2,888.80	0	\$0.00 Task 300

**ESTIMATED STAFF HOURS
GRAND ISLAND**

TASK DESCRIPTION	TOTAL HOURS	Total With Tech Fee	Expenses	
Task Series 600 - CONSTRUCTION PHASE SERVICES				
Task 610 - Preconstruction Meeting - N/A	0	\$0.00	#	\$0.00
Review Agenda and Attend Pre-Construction Conference	0	\$0.00		
Task 620 - Shop Drawing Review and Processing - N/A	0	\$0.00	#	\$0.00
Review Shop Drawings	0	\$0.00		
Log, Mark-up and Distribute to Owner and Contractor	0	\$0.00		
Maintain Log of Submittals and Monitor Status	0	\$0.00		
Task 630 - Contractor Progress Estimate - N/A	0	\$0.00	#	\$0.00
Review and Process Monthly Applications for Progress Payments - By Owner	0	\$0.00		
Make Recommendations for Acceptance - By Owner	0	\$0.00		
Task 640 - Project Meetings - N/A	0	\$0.00	#	\$0.00
Attend Monthly Meetings	0	\$0.00		
Prepare and Distribute Minutes	0	\$0.00		
Task 650 - Interpretations and Clarifications	28	\$4,645.84	#	\$0.00
Evaluate Requests for Substitutions	8	\$1,328.75		
Provide Interpretations and Clarifications	20	\$3,317.10		
Task 660 - Change Proposal Requests/Change Orders - N/A	0	\$0.00	#	\$0.00
Review and Analyzed Change Requests	0	\$0.00		
Provide Written Explanations	0	\$0.00		
Assemble Approved Change Requests and Prepare Change Order	0	\$0.00		
Task 670 - Periodic Site Visits - N/A	0	\$0.00	#	\$0.00
Make Periodic Site Visits	0	\$0.00		
Task 680 - Project Management	0	\$0.00	#	\$0.00
Provide Project Monitoring and Reporting - N/A	0	\$0.00		
Provide Budget and Invoice Management	0	\$0.00		
Provide Coordination with Owner and Subconsultants	0	\$0.00		
Team Meetings for Project Coordination - N/A	0	\$0.00		
Provide Monthly Progress Reports	0	\$0.00		
TASK SERIES 600 SUBTOTAL	28	\$4,645.84	0	\$0.00
				Task 400
Task Series 700 - CONSTRUCTION PHASE OBSERVATION				
Task 710 - Resident Services - N/A	0	\$0.00	#	\$0.00
Onsite Construction Observation	0	\$0.00		
Relay Written and/or Verbal Communications	0	\$0.00		
Inform Engineer and Owner of Activities	0	\$0.00		
Report Unsatisfactory Work	0	\$0.00		
Maintain Orderly Project Files	0	\$0.00		
Reconcile Progress to Coordinate Payment Amount	0	\$0.00		
Assist in Punch List	0	\$0.00		
Coordinate Testing and Results for Contractor Compliance	0	\$0.00		
Provide Weekly Report to Owner	0	\$0.00		
Task 720 - Materials Testing - N/A	0	\$0.00	#	\$0.00
Review Testing Results for Soil, Trenching, and Concrete	0	\$0.00		
TASK SERIES 700 SUBTOTAL	0	\$0.00		\$0.00
				Task 500

**ESTIMATED STAFF HOURS
GRAND ISLAND**

TASK DESCRIPTION	TOTAL HOURS	Total With Tech Fee	Expenses	
Task Series 800 - POST CONSTRUCTION AND CLOSE-OUT SERVICES				
Task 810 - Substantial Completion and Final Inspection	36	\$3,969.82	# \$270.00	
Conduct Substantial Completion Inspection and Prepare Report (Punch List)	24	\$3,976.70	\$135.00	Per Diem
Prepare Certificate of Substantial Completion - N/A	0	\$0.00		
Make Recommendation of Retainage - N/A	0	\$0.00		
Conduct Final Inspection	12	\$1,993.12	\$135.00	Per Diem
Assist in Close-out Documents for Recommendation of Final Payment - N/A	0	\$0.00		
Task 820 - As-Recorded Drawings - N/A	0	\$0.00	# \$0.00	
Prepare Record Drawings	0	\$0.00		
Provide Set of Record Drawings to Owner	0	\$0.00		
Task 830 - Project Management	40	\$6,714.54	# \$0.00	
Provide Project Monitoring and Reporting - N/A	0	\$0.00		
Provide Budget and Invoice Management	16	\$2,374.03		
Provide Coordination with Owner and Subconsultants	16	\$2,657.50		
Team Meetings for Project Coordination - N/A	0	\$0.00		
Provide Monthly Progress Reports	8	\$1,683.02		
TASK SERIES 800 SUBTOTAL	76	\$12,684.36	\$270.00	Task 600

Total Job Cost

\$111,728

**ESTIMATED STAFF HOURS
 GRAND ISLAND**

TASK DESCRIPTION	PROJ MGR	SR/ PROJECT	PROJ ENGR	CIVIL SR TECH	QA/QC	SR STRUCT	JR STRUCT	STRUCT CAD	SR MECH	JR MECH	MECH CAD	SR ELECT	ELEC CAD	ADMIN. CLERICAL	CLERICAL	TOTAL HOURS
LABOR SUMMARY																
Task Series 100 - Equipment Procurement	18	4	18	0	0	0	0	0	0	0	0	4	0	0	0	44
Task Series 200 - Planning/Basis of Design	28	12	24	7	2	0	0	0	0	0	0	6	12	0	6	97
Task Series 300 - PRELIMINARY AND FINAL DESIGN	70	6	112	176	8	2	20	8	2	16	24	51	40	4	2	541
Task Series 400 - Submit Plans and Specification to NDHHS	6	0	6	0	0	0	0	0	0	0	0	0	0	0	2	14
Task Series 500 - BIDDING PHASE ASSISTANCE	8	0	8	0	0	0	0	0	0	0	0	0	0	0	4	20
Task Series 600 - CONSTRUCTION PHASE SERVICES	12	0	12	0	0	0	0	0	0	0	0	4	0	0	0	28
Task Series 700 - CONSTRUCTION PHASE OBSERVATION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task Series 800 - POST CONSTRUCTION AND CLOSE-OUT SERVICES	38	0	22	0	0	0	0	0	0	0	0	8	0	0	0	76
TOTAL HOURS	180	22	202	183	10	2	20	8	2	16	24	73	52	13	14	820
Total Job Cost																\$111,728

RESOLUTION 2011-226

WHEREAS, at the October 27, 2009 Council approved the proposal from HDR Engineering, of Lincoln, Nebraska for Uranium Removal Methods Evaluation Engineering Services; and

WHEREAS at the August 10, 2010 Council meeting, the Utilities Department was authorized to proceed with the procurement and installation of a large-scale pilot uranium removal system at the City's Platte River Well Field; and

WHEREAS, a contract for this uranium removal system equipment was awarded to Water Remediation Technologies, LLC of Wheat Ridge, Colorado, by Council on July 26, 2011 and

WHEREAS, in order to proceed with the installation, the City's consultant for the project, HDR Engineering, was directed to provide a proposal for detailed engineering required to complete the project; and

WHEREAS, this detailed engineering proposal is in accordance with the engineering services agreement entered in to with HDR for the original uranium treatment evaluation; and

WHEREAS, the engineering services agreement with HDR was designed to define a study of uranium treatment or removal options and provide a method for continuity for efficient completion of the project; and

WHEREAS; the proposal received from HDR for detailed engineering services – Task Order No. 2, will be billed at actual costs not to exceed \$111,728.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Task Order No. 2, from HDR Engineering, Inc., of Lincoln, Nebraska, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2011.

Jay Vavricek, Mayor

Attest:

Approved as to Form	☐ _____
August 19, 2011	☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 23, 2011

Council Session

Item J1

Approving Payment of Claims for the Period of August 10, 2011 through August 23, 2011

The Claims for the period of August 10, 2011 through August 23, 2011 for a total amount of \$4,329,644.42. A MOTION is in order.

Staff Contact: Mary Lou Brown



City of Grand Island

Tuesday, August 23, 2011

Council Session

Item X1

**Review and Approval of Proposed FY 2011-2012 City Single
Budget (Continued)**

Staff Contact: Mary Lou Brown



City of Grand Island

Tuesday, August 23, 2011

Council Session

Item X2

Update Concerning Union Negotiations

The City Council may vote to go into Executive Session as required by State law to discuss IBEW (Service/Clerical) Union Negotiations for the protection of the public interest.

Staff Contact: Brenda Sutherland