
City of Grand Island



Tuesday, February 14, 2012

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 Jay Vetter, Trinity United Methodist Church, 511 North Elm 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, February 14, 2012

Council Session

Item C1

Proclamation "Nebraska Danger Week" February 20, 2012

Nebraska Danger Indoor Professional Football was established in October 2010. This 8 man football team plays on a 50 yard field with 22 teams in the league from Coast to Coast with NFL and CFL players from across the country. This family entertainment will play 14 games starting on March 4, 2012 against the Tri City Fever from Washington State at the Heartland Events Center beginning at 7:05 p.m. The Mayor has proclaimed the week of February 20, 2012 as "Nebraska Danger Week". See attached PROCLAMATION.

Staff Contact: Mayor Vavricek

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

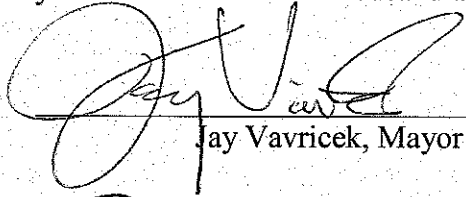
PROCLAMATION

- WHEREAS, in October 2010 the first Indoor Football League (IFL) for the State of Nebraska was established; and
- WHEREAS, the Nebraska Danger Indoor Pro Football Team owned by Charlie and Brandi Bosselman, with Head Coach Mike Davis, and General Manager Mike McCoy will start their season on March 4, 2012 at the Heartland Events Center; and
- WHEREAS, the 8 man Indoor Professional Football game is played on a 50 yard field with 22 teams in the league from Coast to Coast and NFL and CFL players from across the country; and
- WHEREAS, Nebraska Danger will play 14 games – 7 at home and 7 away with the first game to be held at the Heartland Events Center on March 4, 2012 beginning at 7:05 against Tri City Fever, Washington State; and
- WHEREAS, the success of events and attractions is in the best interest of economic development, jobs and family entertainment to promote quality of life in the City of Grand Island; and
- WHEREAS, the City of Grand Island was awarded “Best Fans of the Year 2011” by the Indoor Football League; and
- WHEREAS, the City of Grand Island urges the people of Central Nebraska to attend and enjoy the action of family entertainment of Danger Football games in the Heartland Events Center.
- NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the week of February 20, 2012 as

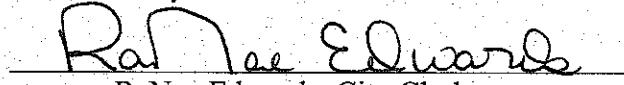
“NEBRASKA DANGER WEEK”

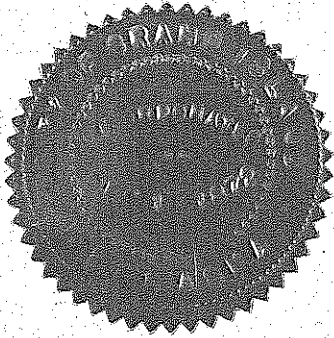
in the City of Grand Island, and encourage all citizens to support the Nebraska Danger team.

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


Jay Vavricek, Mayor

Attest:


RaNae Edwards, City Clerk





City of Grand Island

Tuesday, February 14, 2012

Council Session

Item D1

#2012-BE-1 - Consideration of Determining Benefits for Street Improvement District No. 1256; Capital Avenue from the Moores Creek Drain to Webb Road

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Terry Brown, Manager of Engineering Services

Meeting: February 14, 2012

Subject: Consideration of Determining Benefits for Street Improvement District No. 1256; Capital Avenue from the Moores Creek Drain to Webb Road

Item #'s: D-1 & F-1

Presenter(s): John Collins, Public Works Director

Background

The Certificate of Final Completion for Street Improvement District No. 1256 was approved on November 8, 2011 with December 20, 2011 set as the date for Council to sit as the Board of Equalization. All work has been completed and special assessments have been calculated for the Districts.

At the request of the City Council the method of assessment calculations was presented at the January 10, 2012 council meeting.

Nebraska Revised Statute Section 16-622 states, "The cost of making such improvements of the streets and alleys within any street improvement district shall be assessed upon the lots and lands in such district specially benefited thereby in proportion to such benefits."

- Paving Assessment Districts are either petitioned by property owner(s) or ordered via an Ordinance by City Council
- Although each district must be reviewed individually, the same basic principles are generally used in each case. The assessable area, or district boundary, is usually established by including all property which extends back from the improved street half way to the next parallel street. 300 feet as the maximum limit for this distance.
- Improvements due to street widths over 37 feet for residential streets and 41 feet commercial streets are not assessed to property owners
- Replacement costs for existing paving are not included in assessment costs

Nebraska Revised Statute Section 16-633 states, "If, in any city of the first class, there shall be any real estate belonging to any county, school district, city, municipal or other quasi-municipal corporation abutting upon the street, avenue or alley whereon paving or other special improvements have been ordered, it shall be the duty of the county board, board of education or other proper officers to pay such special taxes".

- In looking back at the history of paving assessments since 2001, City owned assessed property has been paid for out of the Capital Improvements Fund.

Discussion

The contract for Street Improvement District No. 1256 was awarded to The Diamond Engineering Company of Grand Island, Nebraska on May 13, 2008. The project was completed on schedule at a construction price of \$3,946,457.35. Total cost of the project is \$4,684,331.83. Costs for the project break down as follows:

Original Bid	\$3,379,328.25
Underruns	-\$517.39
Change Order No. 1	\$351,219.24
Change Order No. 2	\$32,077.94
Change Order No. 3	\$141,330.31
Change Order No. 4	\$43,019.00
SubTotal (Construction Price)	\$3,946,457.35
Additional Costs:	
Preliminary Engineering	\$278,937.48
Construction Engineering	\$458,937.00
TOTAL COST	\$4,684,331.83

The final assessment for each lot is listed in both the Resolution and Ordinance for this item. The assessments were adjusted from the original amounts due to Federal Funding involved.

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 sit as the Board of Equalization to determine benefits and pass an Ordinance to levy Special Assessments to individual properties.

Sample Motion

(Sample Motion for the Board of Equalization)

Move to approve the resolution determining benefits for Street Improvement District No. 1256.

(Sample Motion for the Ordinance)

Move to approve the Ordinance levying the assessments for Street Improvement District No. 1256.

RESOLUTION 2012-BE-1

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Street Improvement District No. 1256, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district no. 1256 to be the total sum of \$732,831.98; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within such Street Improvement District No. 1256, such benefits are the sums set opposite the several descriptions as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
<u>Street Improvement District No. 1256</u>		
The Pinnacle Agency LLC	Lot 10, Bosselman 2 nd Subdivision	\$6,047.96
The Pinnacle Agency LLC	Lot 11, Bosselman 2 nd Subdivision	\$34,271.79
Dale L & Shirley Skow	Lot 12, Bosselman 2 nd Subdivision	\$44,335.36
Mid Nebraska Foundation Inc.	Lot 13, Bosselman 2 nd Subdivision	\$7,831.63
Bosselman Inc.	S 100' Lot 1, Bosselman Subdivision	\$2,878.83
Bosselman Inc.	Lot 2, Bosselman Subdivision	\$34,606.93
Bluestem Properties LLC	Lot 3, Bosselman Subdivision	\$37,497.37
Bluestem Properties LLC	Lot 4, Bosselman Subdivision	\$3,289.69
Casey Retail Copmany	Lot 1, Block 1, Dickey Subdivision	\$28,792.34
Library Restaurant & Lounge Inc.	S 64' of S ½ Lot 2, Block 1, Dickey Subdivision	\$1,044.28
Robert D & Patricia J Hancock	Lot 1, Bels 2 nd Subdivision	\$7,815.74
Robert D & Patricia J Hancock	Lot 2, Bels 2 nd Subdivision	\$7,975.25
Robert D & Patricia J Hancock	Lot 3, Bels 2 nd Subdivision	\$7,975.25
Robert D & Patricia J Hancock	Lot 4, Bels 2 nd Subdivision	\$7,975.25
Janiece Jones Trustees	Lot 5, Bels 2 nd Subdivision	\$7,975.25
Janiece Jones Trustees	Lot 6, Bels 2 nd Subdivision	\$7,975.25
Buck's Rental Inc.	Lot 7, Bels 2 nd Subdivision	\$7,975.25
Buck's Rental Inc.	Lot 8, Bels 2 nd Subdivision	\$7,975.25
Buck's Rental Inc.	Lot 9, Bels 2 nd Subdivision	\$7,975.25
Thomas J Lemke	Lot 2, Lemke Subdivision	\$3,370.73
Jeff & Jamie A Vinson	Lot 1, Lemke Subdivision	\$12,579.76
City of Grand Island	Part of SE ¼, SE ¼ of Section 1-11-10	\$29,836.62
	Detention Cell D-1	
O'Connor Enterprises Inc.	Parcel 1: A part of the SE ¼ of Section 1-11-10	\$37,023.90
	West of the 6 th p.m., described as follows, to-wit:	
	Commencing at a point at the SE corner of Section	
	1-11-10, running N 165' parallel to the center of the	
	Road along the E section line; thence running in a	
	westerly direction 264' parallel to the center of the	
	road, along the S side of said Section; thence E 264'	
	to the place of beginning, except a certain tract	
	deeded to the City of Grand Island recorded as	

Approved as to Form ☐ _____
February 10, 2012 ☐ City Attorney

Document No.83-003899, Hall County, Nebraska.

And part of the SE ¼ of Section 1-11-10 west of the 6th p.m., more particularly described as follows:

Beginning at a point on the E line of said SE ¼, which point is 165' N of the SE corner of said SE ¼ of said Section, running thence N along the E line of said SE ¼ 165', running thence W parallel to the S line of said SE ¼ of said Section 264', running thence S parallel to the E line of said SE ¼, 165', running thence E parallel to the S line of said SE ¼ 264' to the actual point of beginning.

Northwest Crossings LLC	Lot 1, Bels Subdivision	\$6,899.52
DBA Gateway Shopping Center		
Northwest Crossings LLC	Lot 2, Bels Subdivision	\$6,851.13
DBA Gateway Shopping Center		
Northwest Crossings LLC	Lot 3, Bels Subdivision	\$6,794.69
DBA Gateway Shopping Center		
Northwest Crossings LLC	Lot 4, Bels Subdivision	\$6,753.56
DBA Gateway Shopping Center		
Northwest Crossings LLC	Lot 5, Bels Subdivision	\$6,733.40
DBA Gateway Shopping Center		
Northwest Crossings LLC	Lot 6, Bels Subdivision	\$6,733.40

Northwest Crossings LLC	Lot 7, Bels Subdivision	\$6,733.40
DBA Gateway Shopping Center		
Northwest Crossings LLC	Lot 8, Bels Subdivision	\$6,167.84
DBA Gateway Shopping Center		
Gordman Grand Island LLC	N 300' of Lot 4, Grand Island Plaza Subdivision	\$28,191.49
Gordman Grand Island LLC	Lot 3, Grand Island Plaza Subdivision	\$52,100.57
Gordman Grand Island LLC	Lot 2, Grand Island Plaza Subdivision	\$9,016.88
Gordman Grand Island LLC	A tract of land comprising of part of the E ½ of the NE ¼ of Section 12-11-10 west of the 6 th p.m., Hall County, Nebraska, more particularly described as follows: Commencing at a point 75' E of the NW corner of said E ½ NE ¼ on the N line of said E ½ NE ¼; thence continuing easterly along the N line of said E ½ NE ¼ a distance of 200'; thence southerly and parallel to the westerly line of said E ½ NE ¼ a distance of 217.8'; thence westerly and parallel to the N line of said E ½ NE ¼ a distance of 200' to a point on the easterly right of way of US Highway No. 281; thence northerly along and upon the E right of way line of US Highway No. 281 a distance of 217.8' to the point of beginning.	\$29,346.33

John R Menard	Lot 6, Menard 2 nd Subdivision	\$38,567.49
Southeast Crossing LLC	Lot 7, Menard 2 nd Subdivision	\$1,069.20
City of Grand Island	Pt NW ¼, NE ¼, Section 12-11-10	\$59,553.89
	Detention Cell C-1	
John R Menard	Lot 3, Menard 2 nd Subdivision	\$20,455.15
John R Menard	Lot 2, Menard 2 nd Subdivision	\$37,756.19
City of Grand Island	Beginning at the N ¼ corner of Section 12-11-10	\$13,895.80
Utilities Substation	West of the 6 th p.m.; thence on an assumed bearing of S 89°20'09" E along the N line of the NW ¼ of the NE ¼ of said Section 12, a distance of 75'; thence	

S 00° 03' 30" E along a line parallel to the W line of the NW ¼ of the NE ¼ of said Section 12, a distance of 33' to the S right of way line of Capital Avenue; thence continuing s 00° 03' 30" E , a distance of 237'; thence s 89° 20' 09" E, a distance of 248'; thence N 89° 20' 09" W along a line parallel to the N line of the NW ¼ of the NE ¼ of said Section 12 a distance of 323' to a point on the W line of the NW ¼ of the NE ¼ of said Section 12; thence N 00° 03' 30" W along the W line of the NW ¼ of the NE ¼ of said Section 12, a distance of 537' to the S right of way line of Capital Avenue; thence continuing N 00° 03' 30" W, a distance of 33' to the point of beginning, containing 2.68 acres, more or less, all as shown on the plat marked Exhibit "A", dated 7-18-95, attached hereto and incorporated herein by reference.

City of Grand Island	Part of NE ¼, NW 1/4 of Section 12-11-10, being 80'x307' (Moores Creek Drainway)	\$12,902.32
City of Grand Island	Part of SE ¼ of SW ¼, Section 1-11-10, being 80'x307' (Moores Creek Drainway)	\$12,902.32
WBP Partnership	Part of the E ½ of the NE ¼ of Section 12-11-10 West of the 6 th p.m., Hall County, Nebraska, more particularly described as follows: Beginning at a point on the Section line, said point being 200; S of the NE corner of said Section 12; running thence W and parallel to the N section line of said Section 12, a distance of 418'; running thence S parallel to the E section line of said Section 12, a distance of 228'; running thence E parallel to the N section line of said Section 12, a distance of 418'; running thence N on the section line of said Section 12, a distance of 228' to the point of beginning, except for parts deeded in Deeds recorded as Document No. 83-004647 and Document No. 84-001480 in the Register of Deeds Office, Hall County, Nebraska.	\$8,382.48

TOTAL

\$732831.98

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 14, 2012

Council Session

Item E1

**Public Hearing on Request from Baldo, Inc. dba El Farayon
Cantina & Grill, 1403 South Eddy Street for a Class “C” Liquor
License**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: February 14, 2012

Subject: Public Hearing on Request from Baldo, Inc. dba El Farayon Cantina & Grill, 1403 South Eddy Street for a Class "C" Liquor License

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

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

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

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

Discussion

Baldo, Inc. dba El Farayon Cantina & Grill, 1403 South Eddy Street has submitted an application for a Class "C" Liquor License. A Class "C" Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city.

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

Also submitted with this application was a Liquor Manager designation for Alberto Baldovinos, 235 North Custer Avenue.

The Police Department completed a background check on Alberto Baldovinos (see attached) and is recommending the City Council remain neutral on this application based on the Nebraska Liquor Control Act 53-125 – Classes of persons to whom no license issued.

Alternatives

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

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

Recommendation

Based on the Nebraska Liquor Control Commission's criteria for the approval of Liquor Licenses, City Administration recommends that the Council make no recommendation this application.

Sample Motion

Move to make no recommendation on the application for Baldo, Inc. dba El Farayon Cantina & Grill, 1403 South Eddy Street for a Class "C" Liquor.

02/07/12

Grand Island Police Department

450

09:41

LAW INCIDENT TABLE

Page: 1

City	: Grand Island
Occurred after	: 16:01:18 01/18/2012
Occurred before	: 16:01:18 01/18/2012
When reported	: 16:01:18 01/18/2012
Date disposition declared	: 01/18/2012
Incident number	: L12012128
Primary incident number	:
Incident nature Investigation	: Liquor Lic Inv Liquor License
Incident address	: 1403 Eddy St S
State abbreviation	: NE
ZIP Code	: 68801
Contact or caller	:
Complainant name number	:
Area location code	: PCID Police - CID
Received by	: Viterra D
How received	: T Telephone
Agency code	: GIPD Grand Island Police Department
Responsible officer	: Viterra D
Offense as Taken	:
Offense as Observed	:
Disposition	: ACT Active
Misc. number	: RaNae

Geobase address ID : 13842
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
LW	L10063772	01/27/12	Liquor Lic Inv	Related
NM	93768	01/26/12	Baldovinos-Garcia, Alberto	Owner
NM	173278	01/26/12	El Farayon Cantina & Grill,	Business
NM	125790	01/25/12	Paz Cuevas, Macrina	Spouse

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT21	Restaurant	

LAW INCIDENT NARRATIVE:

I Received a Copy of a Liquor License Application for the El Farayon Cantina &

Grill and a Copy of a Liquor Manager Application from Alberto Baldovinos.

LAW INCIDENT RESPONDERS DETAIL:

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	14:42:30 01/27/2012

Grand Island Police Department

Supplemental Report

Date, Time: Fri Jan 27 14:42:43 CST 2012

Reporting Officer: Vitera

Unit- CID

I received a copy of a Class C (beer, wine, distilled spirits, on & off sale)

Limited Liability Company (LLC) liquor license application for El Farayon Cantina & Grill and a copy of a liquor manager application from Alberto Baldovinos. Alberto currently owns La Cabana Mexican restaurant and holds a

Class I (beer, wine, distilled spirits, on sale only) liquor license.

When Alberto applied for the liquor license at La Cabana, he did not receive

local approval because of a false application. The major reason was that he did

not disclose (as requested in the application) that he had borrowed money from

his father in Mexico.

While perusing this application, I noticed that Alberto stated he did not borrow

any money for the establishment or operation of El Farayon. He disclosed the

same violations with the addition of some speeding tickets. On the manager's

application, the "no" box was checked on the question asking if he is married.

There is a handwritten note beside that question that says, "per lawyer is

married." Under the spousal information section, Macrina Cuevas is written in

with no Social Security number and a date of birth of 1/21/87. There is also a

handwritten comment that says, "Not a citizen of the US at this time." I found

Macrina in Spillman, and it shows a DOB of 1/21/86 for her. She does not have a

driver's license or any other entry in NCJIS. Homeland Security wasn't able to

find her in their database based on the name and each DOB I gave them. If she

is at least a resident, they should have been able to find documentation of her.

I checked Macrina for warrants and didn't find any using the information provided.

Alberto provided a certificate of Naturalization which was confirmed by Homeland

Security. He doesn't have any warrants for his arrest, and he has a valid

driver's license. I checked him through NCJIS and didn't find any undisclosed

violations. NCJIS shows him as a "multi-state offender." He had this same designation during my last investigation. Apparently, nothing in his criminal

history precluded him from receiving a license. As a reminder, he also

disclosed a carrying a concealed weapon conviction and a third degree assault

conviction last time and this time. Each conviction would normally

automatically disqualify him, but he had a judge set them aside so they can't be held against him.

I used an Internet-based search engine to find information on Alberto and

Macrina. I didn't find anything of interest on Alberto. I could not find any

record of Macrina using every combination of Macrina Cuevas Paz and the two different DOB's.

Macrina's status in the United States is the issue at hand. If she is not a

citizen of the U.S., Alberto can't get a license unless he can convince the NLCC

to give him one. The following Nebraska State Statute explains the situation:

53-125. Classes of persons to whom no license issued.

No license of any kind shall be issued to ... (3) a person who is not a citizen

of the United States, ... (13) except as provided in this subdivision, an applicant whose spouse is ineligible under this section to receive and hold a

liquor license. Such applicant shall become eligible for a liquor license only

if the commission finds from the evidence that the public interest will not be

infringed upon if such license is granted. It shall be prima facie evidence

that when a spouse is ineligible to receive a liquor license the applicant is

also ineligible to receive a liquor license. Such prima facie evidence shall be

overcome if it is shown to the satisfaction of the commission (a) that the

licensed business will be the sole property of the applicant and (b) that such

licensed premises will be properly operated...

On 2/2/12, I spoke to Alberto at La Cabana. I met his wife (Macrina) who was

working at the time. I went over the application with Alberto. I asked him

about the name of his cantina and grill. He said that El Farayon is a big rock

in the ocean that sticks out of the water. Alberto saw on the Internet that

some bars in California are named El Farayon. He described the business as a

bar first and a restaurant second. He plans on having a jukebox in the

establishment and having a DJ on Friday and Saturday nights. He has talked to

Trejo security but hasn't hired them. Alberto wants get a feel for the business

after it has been open for awhile to help him determine what he needs for

employees and security. Alberto was adamant that he has not borrowed any money to establish and/or operate El Farayon.

I told Alberto that the issue with his application is that his wife is not a

citizen of the United States. Alberto showed me some paperwork that illustrates

Macrina is applying for residency. Even if Macrina becomes a resident of the

United States, the law says that the spouse of an applicant has to be a citizen.

This law can be overcome by the applicant with a convincing argument to the NLCC.

The Grand Island Police Department recommends that the council remains neutral

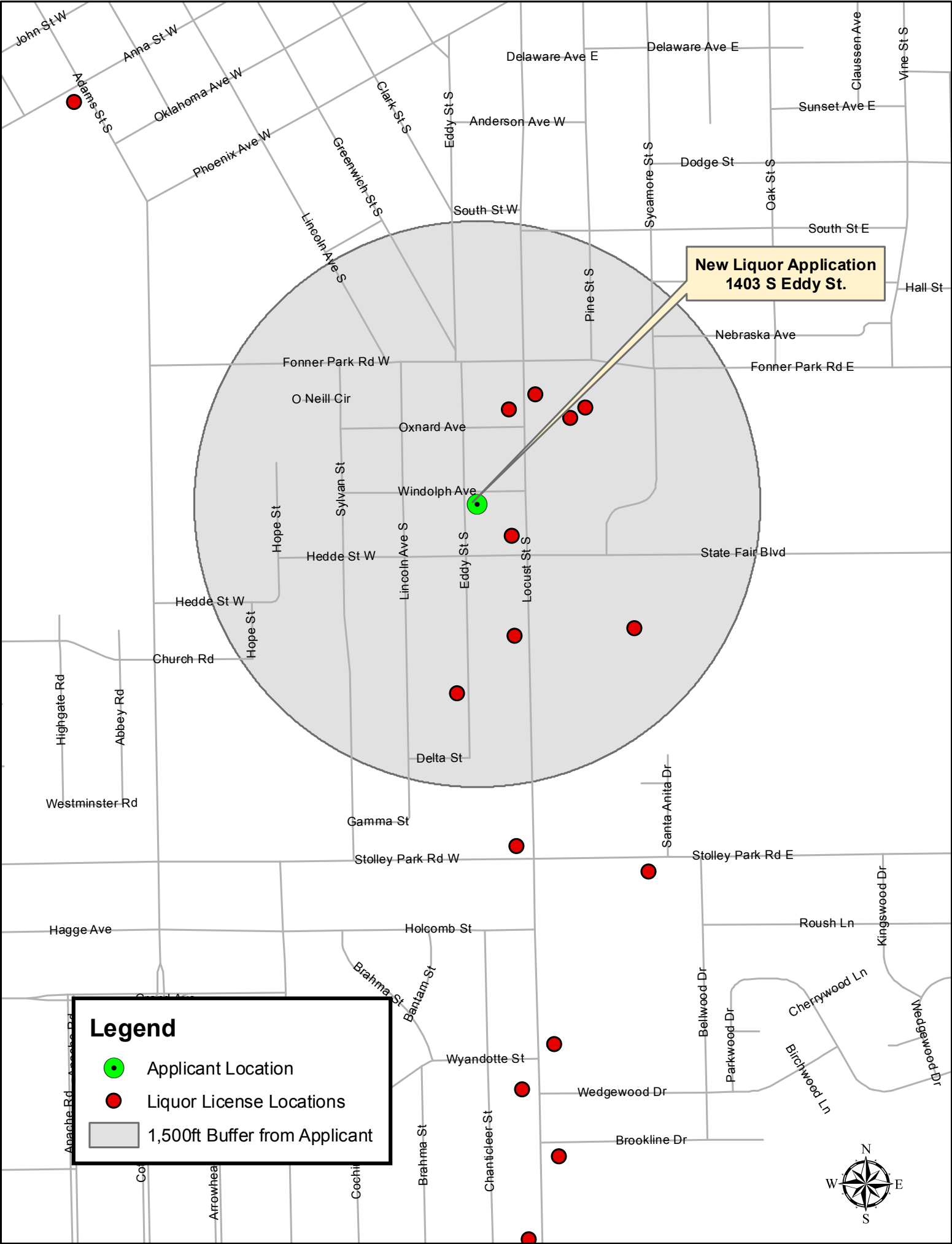
on this application. Based on 53-125, it appears that El Farayon is not

eligible for a liquor license, but it is quite possible that the NLCC will grant

one anyway since a Spousal Affidavit of Non-Participation was submitted.

I called Alberto on 2/7/12 and told him about our recommendation. I also called

his attorney to give him some notice before the council meeting.





City of Grand Island

Tuesday, February 14, 2012

Council Session

Item E2

**Public Hearing on Request to Rezone Property Located at 1115 &
1116 Cedar Ridge Court from RD - Residential Development to
R4 - High Density Residential**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: February 14, 2012

Subject: To Rezone Properties Located South of 13th Street, East of Sagewood Avenue and West of US Hwy 281 from Residential Development (RD) to High Density Residential (R4)

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

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

Background

Concerning rezone properties located south of 13th Street, east of Sagewood Ave and west of US Hwy 281 from Residential Development (RD) to High Density Residential (R4).

Discussion

At the regular meeting of the Regional Planning Commission, held February 1, 2012 the above item was considered following a public hearing.

O'Neill opened the Public Hearing.

Nabity explained the request to rezone properties located south of 13th Street, east of Sagewood Avenue and west of US Hwy 281 from Residential Development (RD) to High Density Residential (R4). The subject property is designated for higher density residential uses. Nabity stated the R4 zoning district is compatible with the existing and proposed development of this property. The plan has changed since the original RD zone in ways that allow for the development of city streets to serve all of the lots. The development of streets to City standards makes this change possible and desirable. This will encourage the development of additional housing units in Grand Island. This change will allow the developer to build additional needed housing units in Grand Island.

There was no further discussion.

O'Neill closed the Public Hearing.

A motion was made by Hayes to recommend the Rezone request from RD –Residential Development to R4 – High Density Residential and was seconded by Ruge. The motion carried with 10 members present voting in favor of recommending the Rezone request to City Council (McCarty, O'Neill, Monter, Bredthauer, Ruge, Hayes, Reynolds, Haskins, Connelly and Snodgrass) and no one voting against.

The Planning Director's recommendation to the Planning Commission is also attached to this recommendation from the Planning Commission.

Alternatives

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

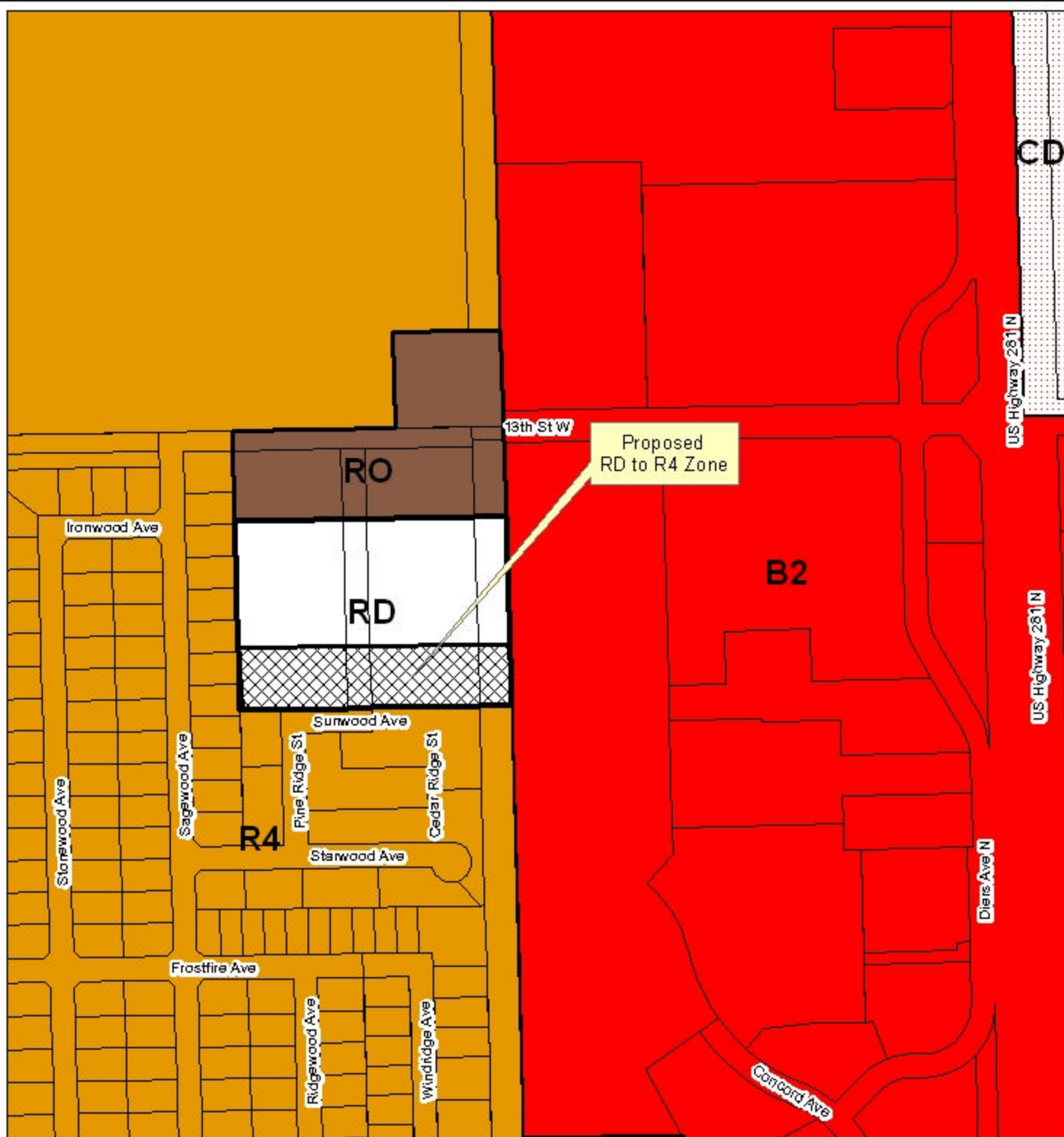
1. Approve the rezoning request as presented
2. Modify the rezoning request to meet the wishes of the Council
3. Postpone the issue

Recommendation

City Administration recommends that the Council approve the proposed changes as recommended.

Sample Motion

Move to approve the rezone request for property proposed for platting as Olson Subdivision.





Requested Zoning



Scale : NONE

C-06-2012 GI



-  From RD : Residential Development Zone
-  to R4 : High Density Residential Zone



CITY OF AUSTIN, TEXAS
PLANNING DEPARTMENT
1000 N. MOPAC EXPRESSWAY, SUITE 1000
AUSTIN, TEXAS 78701



City of Grand Island

Tuesday, February 14, 2012

Council Session

Item E3

**Public Hearing on Annexation of Property Located South of US
Highway 34 and West of South Blaine Street - Annexation Area 8b
(includes Rainbow Lake Area) (First Reading)**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Hall County Regional Planning Department

Meeting: February 14, 2012

Subject: Annexation Area Identified as 8b

Item #'s: E-3 & F-3

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

Background

At the March 22, 2011 meeting of the Grand Island City Council a resolution was passed that directed the planning department and other city staff as follows:

- to proceed with preparing annexation plans (as required and defined by statute),
- to notify property owners and school districts as required by law, and
- to forward the annexation plans to the Regional Planning Commission for review.

Eight areas were identified as eligible for annexation into the Grand Island municipal limits. Council has acted on 6 of the 8 areas. An annexation plan is available for annexation area 8b the 7th of 8 areas.

The annexation plan for area 8b (Rainbow Lake) is complete and was considered by the Regional Planning Commission after a public hearing at their meeting held January 4, 2012. The annexation plans for the area identified as 8b is attached are available from the Grand Island City Clerk, the Hall County Regional Planning Department and on the Grand Island Website at www.grand-island.com.

Council approved Resolution #2012-13 on January 10, 2012. This resolution set a public hearing date for annexation of this area and approved the attached annexation plan. Proper notifications have been made to the school districts and the public and it is for Council to hold a public hearing and consider this annexation on first reading.

Discussion

Nebraska Revised Statute §16-117 provides for the process of annexation. In following the process approved by Council on March 22nd, 2011 annexation plans have been

prepared by staff and referred to the Regional Planning Commission for recommendation. The second action in this process is for Council to pass a resolution stating their intent to annex, approve annexation plans and set public hearings for comment on the annexations before council.

Alternatives

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

1. Approve the ordinance to annex on first reading,
2. Choose not to approve the ordinance to annex,
3. Modify the ordinance to annex, or
4. Postpone the issue

Recommendation

At the January 4, 2012 meeting of the Hall County Regional Planning Commission a public hearing was held to take comment on the annexation plans for area 8b. Two members of the public spoke in opposition to the annexation of area 8b. One, a resident of Rainbow Lake and the other representing the owner of a 40+ acre parcel with a single house located between Rainbow Lake and U.S. Highway 34. The minutes of the Planning Commission Meeting pertaining to this item are attached. Planning Commission took separate votes on each area and recommended approval of all of the areas.

City staff also recommends that the Council approve the ordinance to annex this area on first reading following the public hearing to be held this same day.

Sample Motion

Move to approve the Ordinance to annex Area 8b on first reading.

From the January 4, 2012 Planning Commission Minutes

4. Public Hearing – Public Hearing – Annexation - (C-04-2012GI)

Annexation Area 8b - This property is located in the southwest part of the city. It is south of US Hwy 34 and east of south Blaine Street. This property includes the Rainbow Lake area. Part of the SW ¼ of Section 28, Township 11 North, Range 9 and Part of the NW ¼ of Section 33, Township 11 North, Range 9 West of the 6th P.M.

O'Neill opened the Public Hearing.

Nabity explained to the Planning Commission and to the members of the audience that annexation was first talked about back in January of 2011 at the City Council retreat. Council then decided on potential area for Annexation and how this is part of the Comprehensive Plan for Grand Island. The Comprehensive Plan was adopted in 2004. On March 22, 2011, Council gave the go ahead to Planning to state the annexation process. Last fall there were five areas annexed into the City of Grand Island.

The City provides police, EMS and Fire protection. This area is also within the city's two mile jurisdiction and is subject to the current City building codes. With the annexation this would allow access to the City library without having to pay the Hall County fee.

Nabity noted that privately owned lakes within the City limits would still be privately owned lakes with no public access.

Vi Sheeks, 3623 S Blaine spoke against the annexation, she commented a few years ago when the Rainbow Lake area had issues with the sewer and came to the City for help they were refused. Homeowners then gathered together and paid to fix the issue themselves. She asked about Northwest High School and how they would be affected? She noted that those wanting sewer and water should be the ones to pay for this not the homeowner who already has functioning service and like the way things are now.

John Niedfelt, 1515 W Husker Hwy., spoke against the annexation. His mother owns 40+ acres and this would be an extreme expense to install sewer and water to the house. Niedfelt said this property will not become a developed property. He also questioned the upfront costs or future costs.

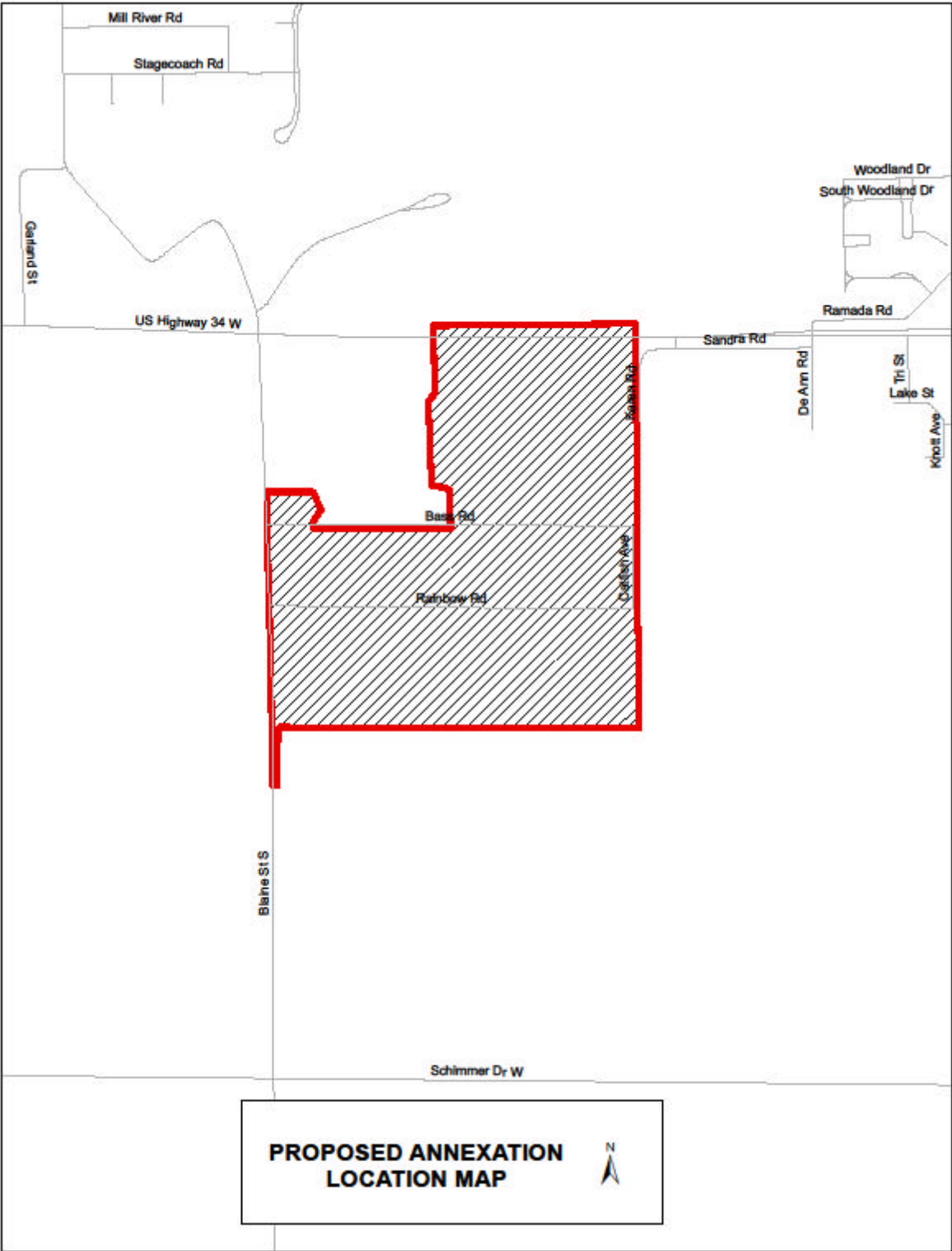
Nabity stated public works has formulated a plan to eliminate the lift station that is currently serving Rainbow Lake. A gravity main could be extended from the Knot subdivision northeast of Rainbow across the Robb property east of Catfish Avenue. The cost to run a gravity sewer line to the Rainbow Lake area is estimated at \$410,000.

O'Neill closed the Public Hearing.

A motion was made by Eriksen to not recommend Annexation of Area 8b, Rainbow Lakes to City Council and was seconded by Connelly. The motion failed with 5 members present voting in favor of not recommending Annexation to City Council (Hayes, Reynolds, Eriksen, Connelly and Snodgrass) and 6 voting against (McCarty, O'Neill, Ruge, Monter, Haskins and Bredthauer).

O'Neill looked for a new motion.

A motion was made by Bredthauer to approve the Annexation of Area 8b, Rainbow Lakes and recommend Annexation to City Council. Bredthauer noted some findings of facts were the City will assume the sewer responsibility, city sewer and water could be readily available and this area is surrounded by the City Limits and this does meet the guidelines as set forth in the Grand Island Comprehensive Plan. This was seconded by Haskins. The motion carried with 7 members present voting in favor of recommending the Annexation of Area 8b to City Council (McCarty, O'Neill, Ruge, Monter, Haskins, Bredthauer, and Snodgrass) and 4 voting no (Hayes, Reynolds, Eriksen and Connelly).





City of Grand Island

Tuesday, February 14, 2012

Council Session

Item E4

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: February 14, 2012

Subject: Re-Adoption City of Grand Island Zoning Map
(C-05-2012GI)

Item #'s: E-4 & G-5

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

Background

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

Discussion

At the regular meeting of the Regional Planning Commission, held January 4, 2012, the above item was considered following a public hearing.

O'Neill opened the Public Hearing.

On January 26, 2010 the Grand Island City Council approved using a map produced from the Hall County GIS as the official zoning map for the City of Grand Island based on the 2004 Comprehensive Plan for the City of Grand Island with all changes to the map as approved through January 26, 2012. As a matter of course, the City of Grand Island occasionally re-adopts the zoning map incorporating all changes since the last re-adoption of the entire map along with other changes as recommended by staff and the Hall County Regional Planning Commission. This will allow a newly revised and adopted copy of the map to be printed for official use by Council, staff and the general public. This hearing is being held for that purpose. This map will also serve to give notice to all parties, that the Grand Island City limits and 2 mile extraterritorial jurisdiction is as shown on the map.

There was no further discussion.

O'Neill closed the Public Hearing.

A motion was made by McCarty and seconded by Bredthauer, to recommend the approval of the above Re-adoption of the Zoning Map for the City of Grand Island as presented. The motion carried with 11 members present and 11 voting in favor (McCarty, Bredthauer, O'Neill, Ruge, Reynolds, Hayes, Connelly, Eriksen, Monter, Haskins and Snodgrass) and no member present abstaining.

Background

The following chart shows the changes that have been approved by the Regional Planning Commission and the Grand Island City Council since January 26, 2010, including proposed changes through January 31, 2012.

Id	ORD	Change	Legal	Case	Filedate
1	9248	RD to Amended RD	Lts 19 & 20 Nottingham Estates Sub.	C-05-2010GI	01-26-2010
2	9255	M1 to M2	W 1/2, NW 1/4, Sec. 14-11-09	C-11-2010GI	03-10-2010
3	9264	B2 to RD	Lot 1 and Outlot A, Crane Valley 7th Sub.	C-16-2010GI	06-22-2010
4	9276	RD to Amended RD	The Village Third and The Village Fourth Subs.	C-19-2010GI	09-14-2010
5	9296	R1 to M1	Sec 12-11-09 and Pt of Fairacres Dairy Sub 5th Sub 8th Sub	C-07-2010GI	06-14-2011
6	9327	AG-2 to B2	Olson Sub.	C-11-2011GI	09-27-2011
7	9338	LLR to B2	E 290 ft of S 900 ft NE1/4,SE1/4 of Sec.13-11-10	C-01-2012GI	10-25-2011

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

ANNEXATIONS

The following areas approved for annexation by the Grand Island City Council between January 26, 2010 and January 31, 2012. See Attached Map

Id	ORD	Legal	Case Number
1	9254	Lots 1 & 2 Shady Bend Sub. and Adjoining R.O.W Includes Relocated Shady Bend Road South of U.S. Highway 30	C-10-2010GI
2	9266	All of Lake Heritage 2nd Sub. East of Blaine Street and South of U.S. Highway 34	C-18-2010GI
3	9334	Olson Sub. and Adjoining R.O.W. South of Airport Road and West of Webb Road	C-11-2011GI
4	9339	Pt E 1/2 Sec. 5-11-9 Eagle Scout Lake and the Veterans Ball Field Complex	C-05-2011GI

5	9340	Pt S 1/2 Sec 14-11-09 and Pt N 1/2 Sec.23-11-09 East of Stuhr Road north of Bismark Road	C-05-2011GI
6	9341	Pt SW 1/4 Sec 27-11-09 Vanosdal Softball Fields north of U.S. Highway 34 and east of Locust Avenue	C-05-2011GI
7	9342	Pt of Sec 25-11-10 North of Husker Highway and west of U.S. Highway 281	C-05-2011GI
8	9343	Pt NE 1/4 Sec 23-11-10 South of Old Potash Highway and west of North Road	C-05-2011GI
9	9346	Known as former Aurora CO-OP site west of Lincoln Avenue and north of Fonner Park Road	No RPC Case Number
10	9286	South Locust St. Corridor The right-of-way owned by the City of Grand Island for Locust Street between the Wood River Diversion Channel and U.S. Interstate 80	No RPC Case Number

No changes to the Grand Island Extraterritorial Jurisdiction were made due to these annexations.

ADDITIONAL CHANGES

The following additional changes are recommended for approval to make minor modifications to the zoning map to more accurately reflect lot lines that were established after the adoption of the zoning map, other changes as suggested by planning department staff to harmonize the transition between zoning districts on specific properties and the reversion of RD (Residential Development Zones) and/or CD (Commercial Development Zones) that have exceeded the allowed 18 month time frame for approval without any additional improvements.

There are 3 changes to the map that staff is recommending. The first shown on the attached Exhibit A would change Lot 1 and Outlot A of Crane Valley 7th Subdivision from RD Residential Development Zone to B2 General Business. The current redevelopment plan for these lots and Residential Development Zone was approved on June 22, 2010. The developer is required to begin improvements on an RD zone within 18 months of approval. No action has been taken on this development so Council is required to revert the zoning to the original zoning district.

The second change shown on Exhibit B would move the boundary between the R1 Suburban Density Residential and the R2 Low Density Residential districts in the southeast corner of the Woodland Park Subdivision area located north of the Berean Church north of Capital Avenue and east of Independence Avenue. The R1 zoning in this area was originally proposed to require the development of lots similar in size to those immediately to the east. As the subdivision has been developed minor modifications have been made to the street and lot layout. The proposed changes will align the zoning district with the lots and street boundaries.

The final recommended change as shown on Exhibit C would eliminate the R2 zoning district on the Fonner Park Ground and the Island Oasis Water Park. The property along South Locust is zoned B2-AC General Business with an arterial commercial overlay and the property to the east including Fonner Park and most of the State Fair Grounds is zoned B2 General Business. This property is owned by either the Hall County Agricultural Association or the City of Grand Island.

All of these changes are consistent with the existing uses and the Future Land Use map for the City of Grand Island. The proposed changes will harmonize the map and make enforcement of the zoning regulations more consistent.

Alternatives

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

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

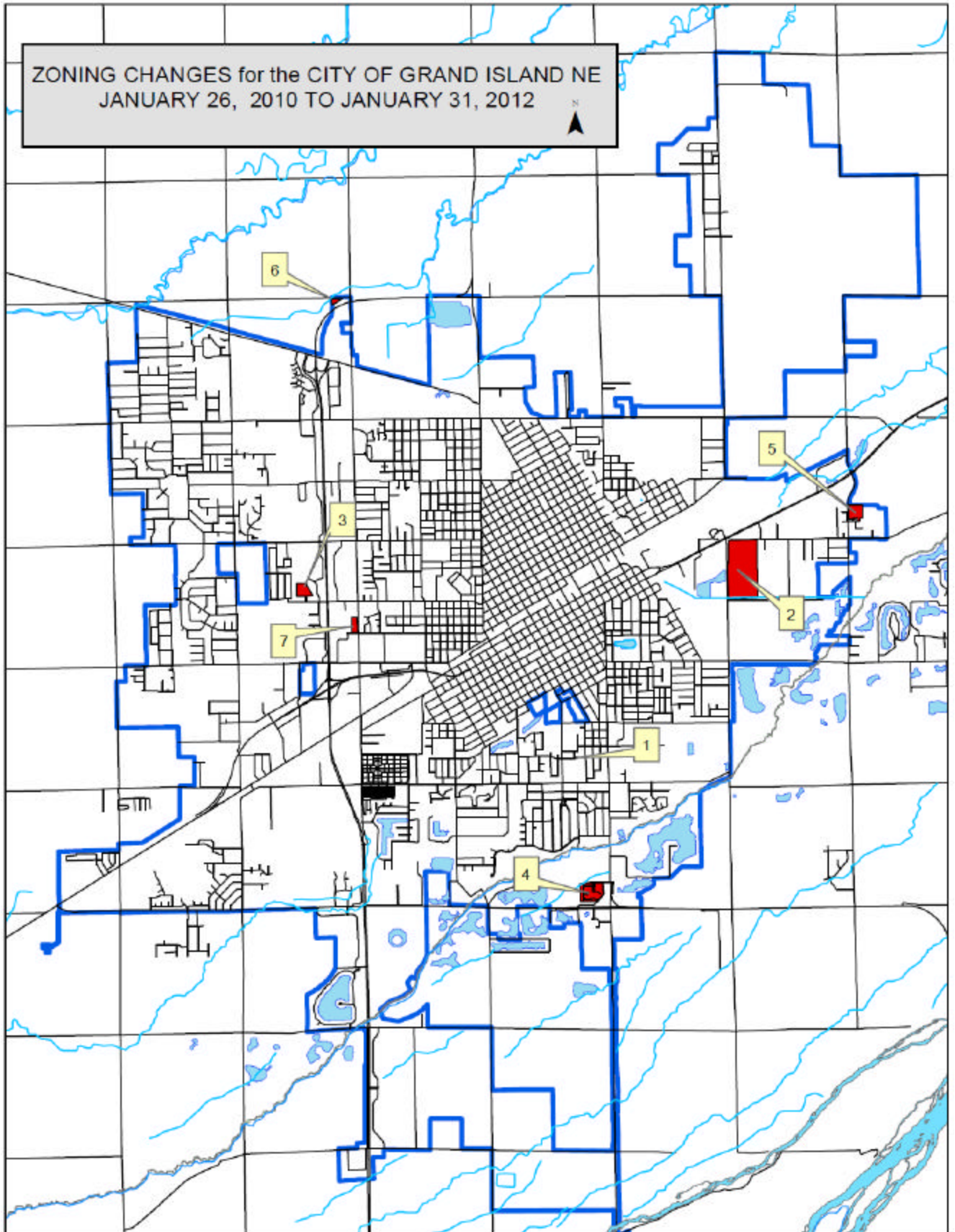
Recommendation

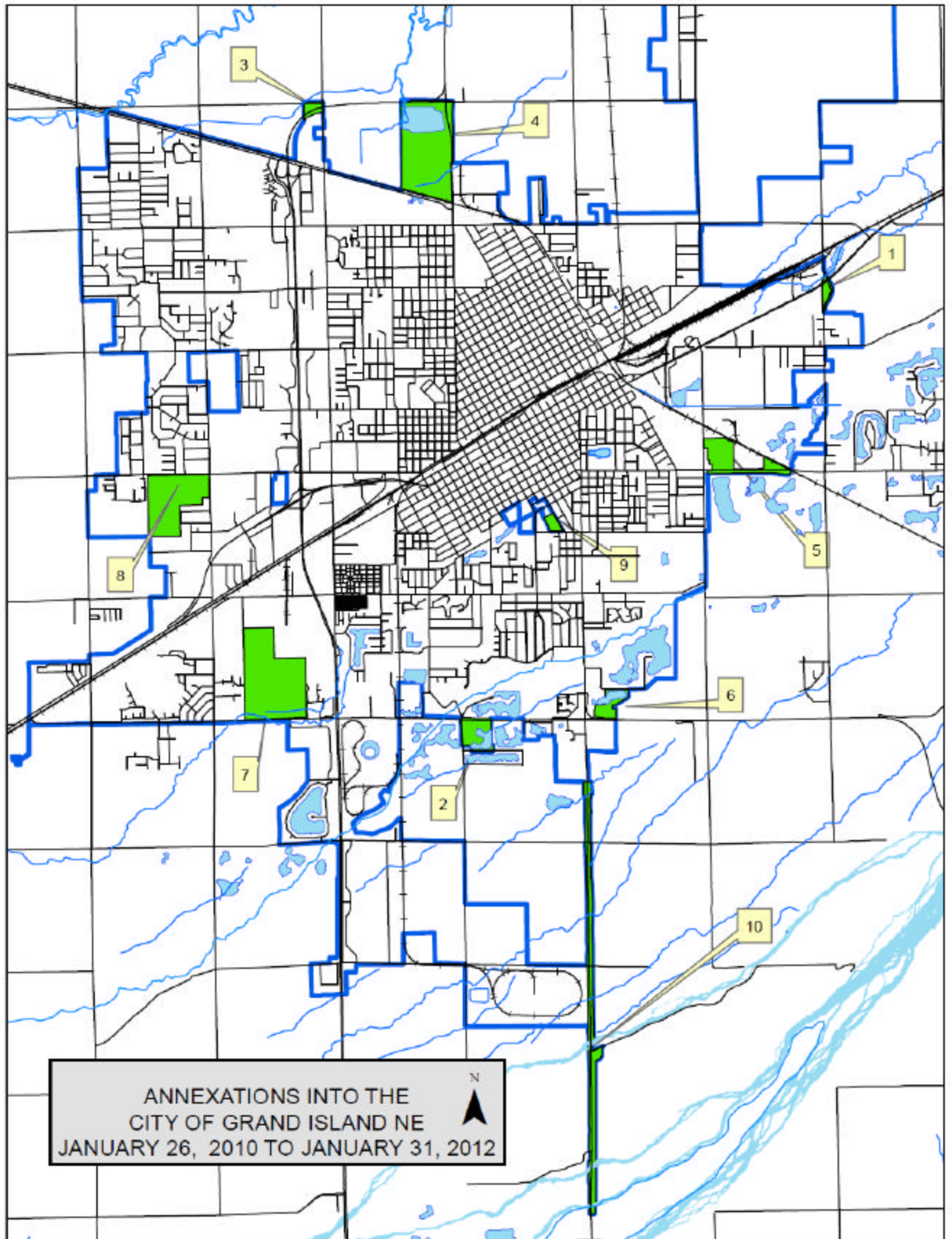
City Administration recommends that the Council approve the proposed changes as presented.

Sample Motion

Move to approve as recommended.

ZONING CHANGES for the CITY OF GRAND ISLAND NE
JANUARY 26, 2010 TO JANUARY 31, 2012





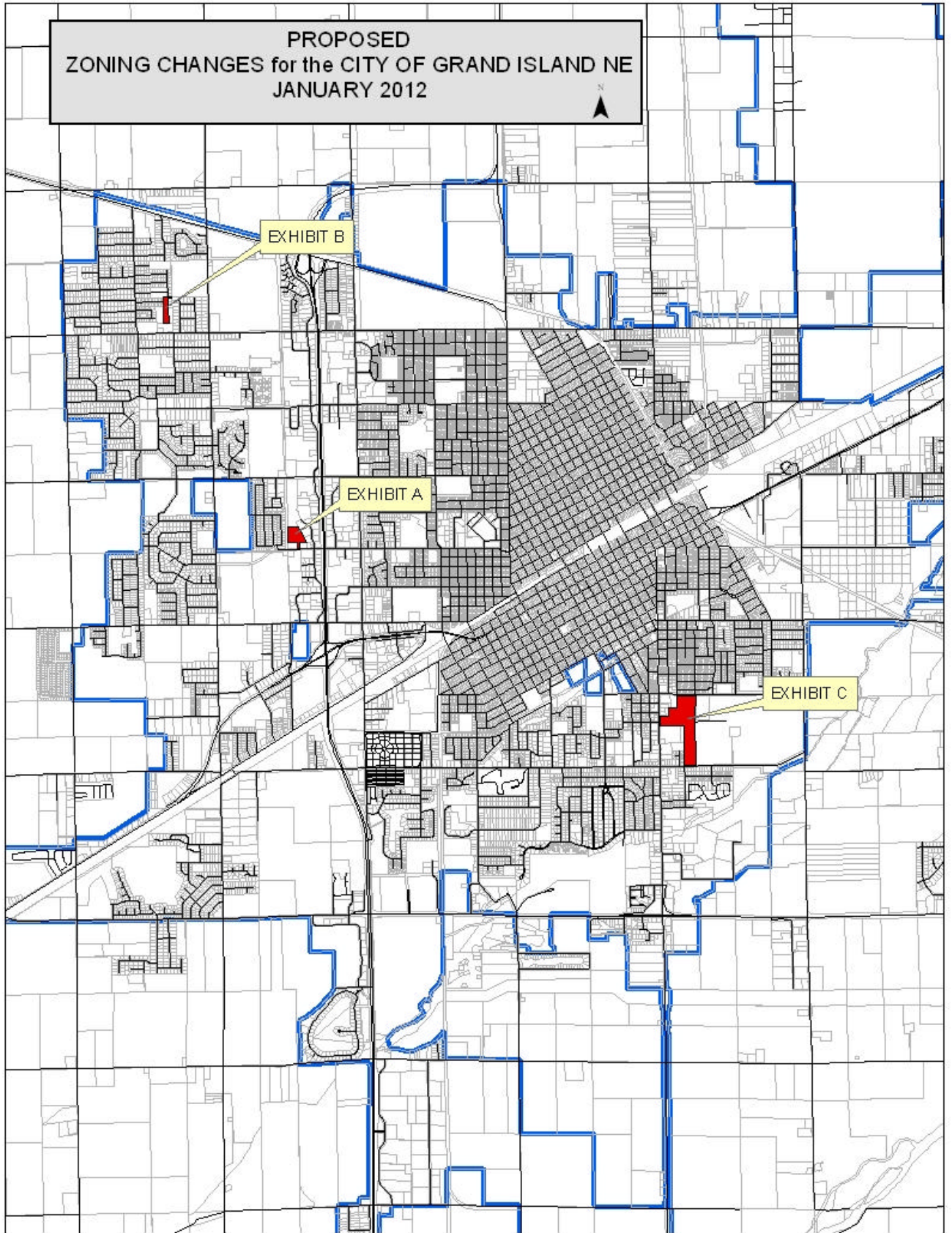
PROPOSED
ZONING CHANGES for the CITY OF GRAND ISLAND NE
JANUARY 2012

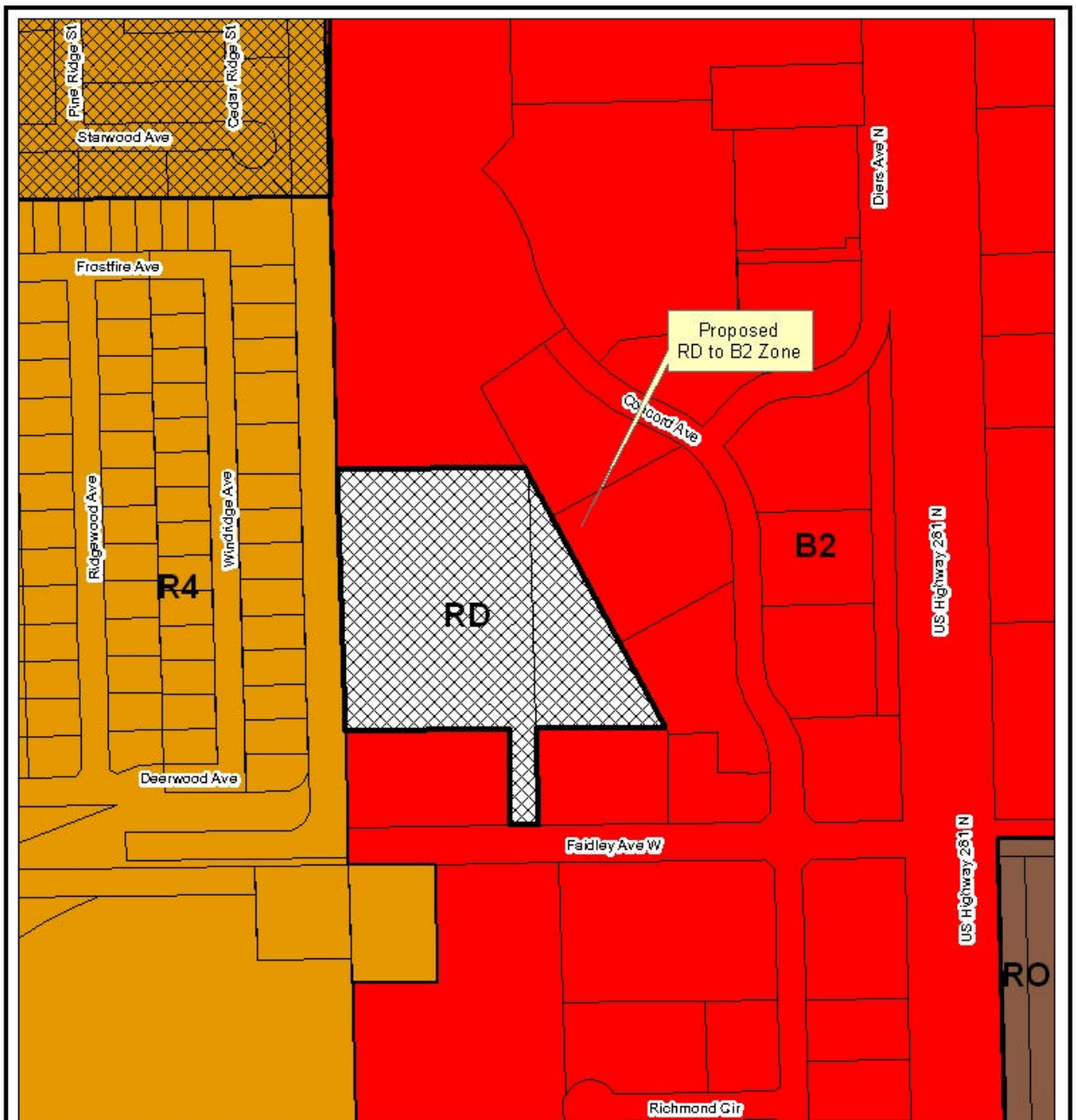


EXHIBIT B

EXHIBIT A

EXHIBIT C





Requested Zoning



Scale : NONE
C-05-2012 GI



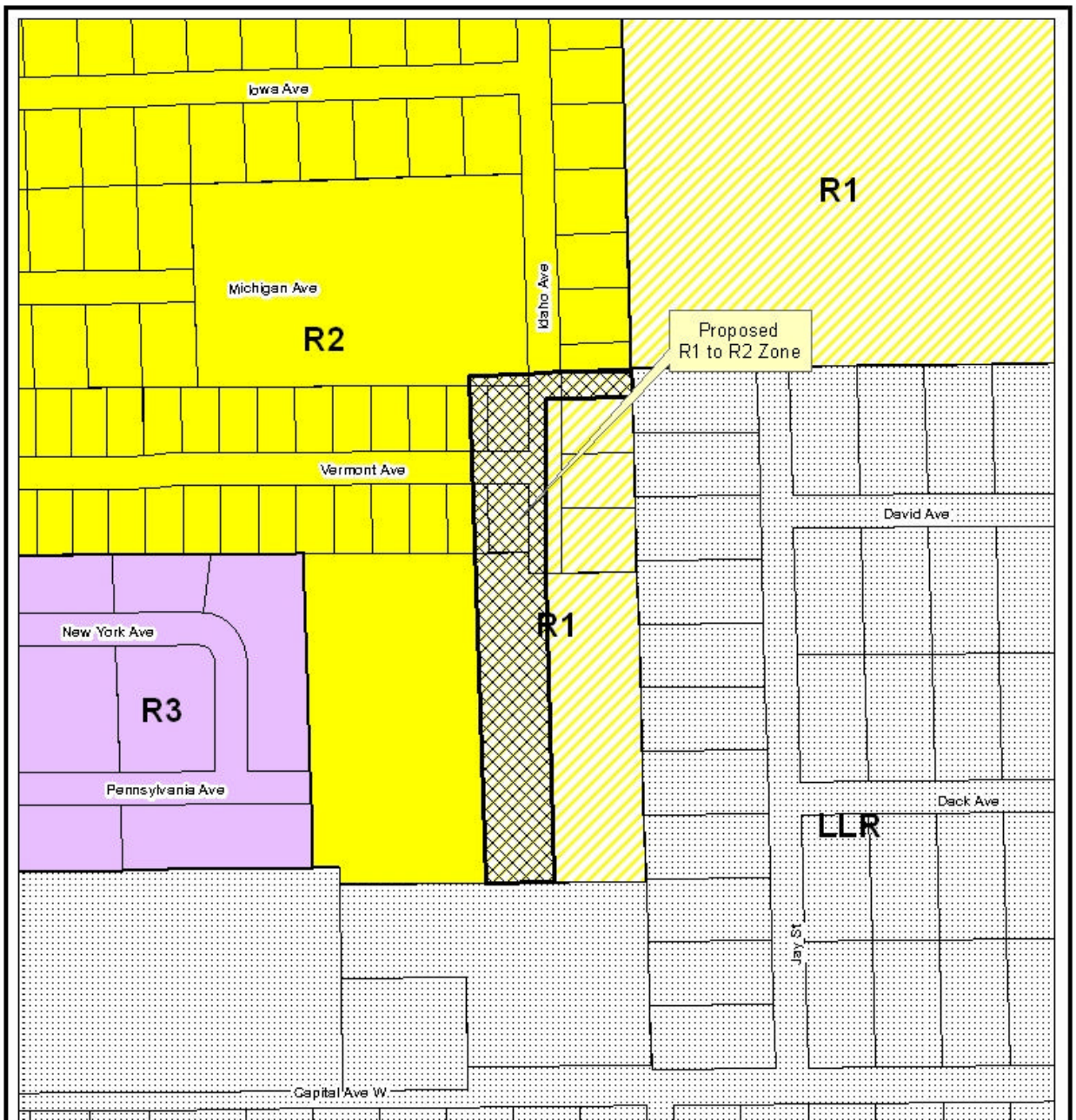
-  From RD : Residential Development Zone
-  to B2 : General Business Zone



EXHIBIT-A



CITY OF RICHMOND, VIRGINIA
PLANNING DEPARTMENT
2012



Requested Zoning



Scale : NONE

C-05-2012GI





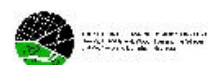
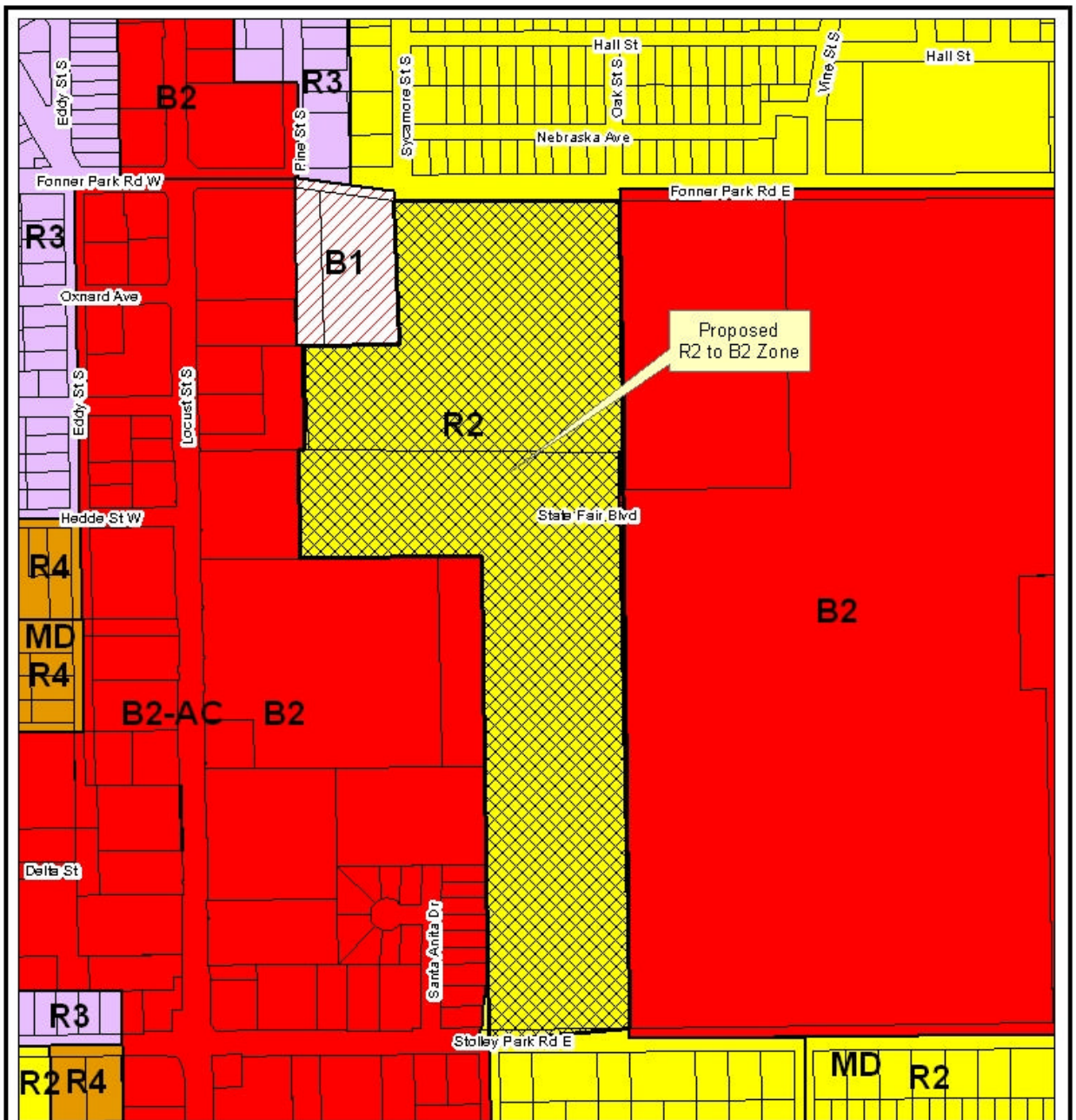
-  From R1 : Suburban Residential Zone
-  to R2 : Low Density Residential Zone

EXHIBIT- B





Requested Zoning

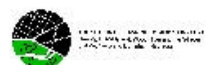


- From R2 : Low Density Residential Zone
- to B2 : General Business Zone

Scale : NONE
C-05-2012GI



EXHIBIT-C





City of Grand Island

Tuesday, February 14, 2012

Council Session

Item E5

**Public Hearing on Redevelopment Plan for Property Located at
US Highway 34 and South Locust Street (Howard Johnson)**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: February 14, 2012

Subject: Amendment to Redevelopment Plan for CRA Area #2

Item #'s: E-5 & I-2

Presenter(s): Chad Nabity, AICP CRA Director

Background

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

The developer intends to use Tax Increment Financing to aid in renovation of the convention center, hotel and restaurant at this site. The developer is trying to attract a national chain restaurant as an anchor to the convention center and hotel. This is Grand Island's largest convention space and in need of substantial renovation. This project would not be possible without the use of TIF. The property is located within Redevelopment Area #2 at 3333 Ramada Road in Grand Island, Nebraska.

The CRA reviewed the proposed development plan on January 11, 2012 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on February 1st, 2012. 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 February 1, 2012. The Planning Commission approved Resolution 2012-01 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island.

Discussion

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

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area #2 and authorizes the CRA to execute a contract for TIF based on the plan amendment. The redevelopment plan amendment permits rehabilitation and redevelopment of the convention center, hotel and restaurant located on the property at 3333 Ramada Road. 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 \$524,520 during this 15 year period.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the resolution as submitted.

**Redevelopment Plan Amendment
Grand Island CRA Area #2
December 2011**

The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area #2 within the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of a specific infrastructure related project in Area #2.

**Executive Summary:
Project Description**

THE RENOVATION OF THE HOWARD JOHNOSONS CONVENTION CENTER, HOTEL AND RESTAURANT AT 3333 RAMADA ROAD AND THE SUBSEQUENT SITE WORK, UTILITY, ENGINEERING, LANDSCAPING AND PARKING IMPROVEMENTS NECESSARY FOR THE RENOVATION AT THIS LOCATION.

The developer intends to use Tax Increment Financing to aid in renovation of the convention center, hotel and restaurant at this site. The developer is trying to attract a national chain restaurant as an anchor to the convention center and hotel. This is Grand Island’s largest convention space and in need of substantial renovation. This project would not be possible in an affordable manner without the use of TIF.

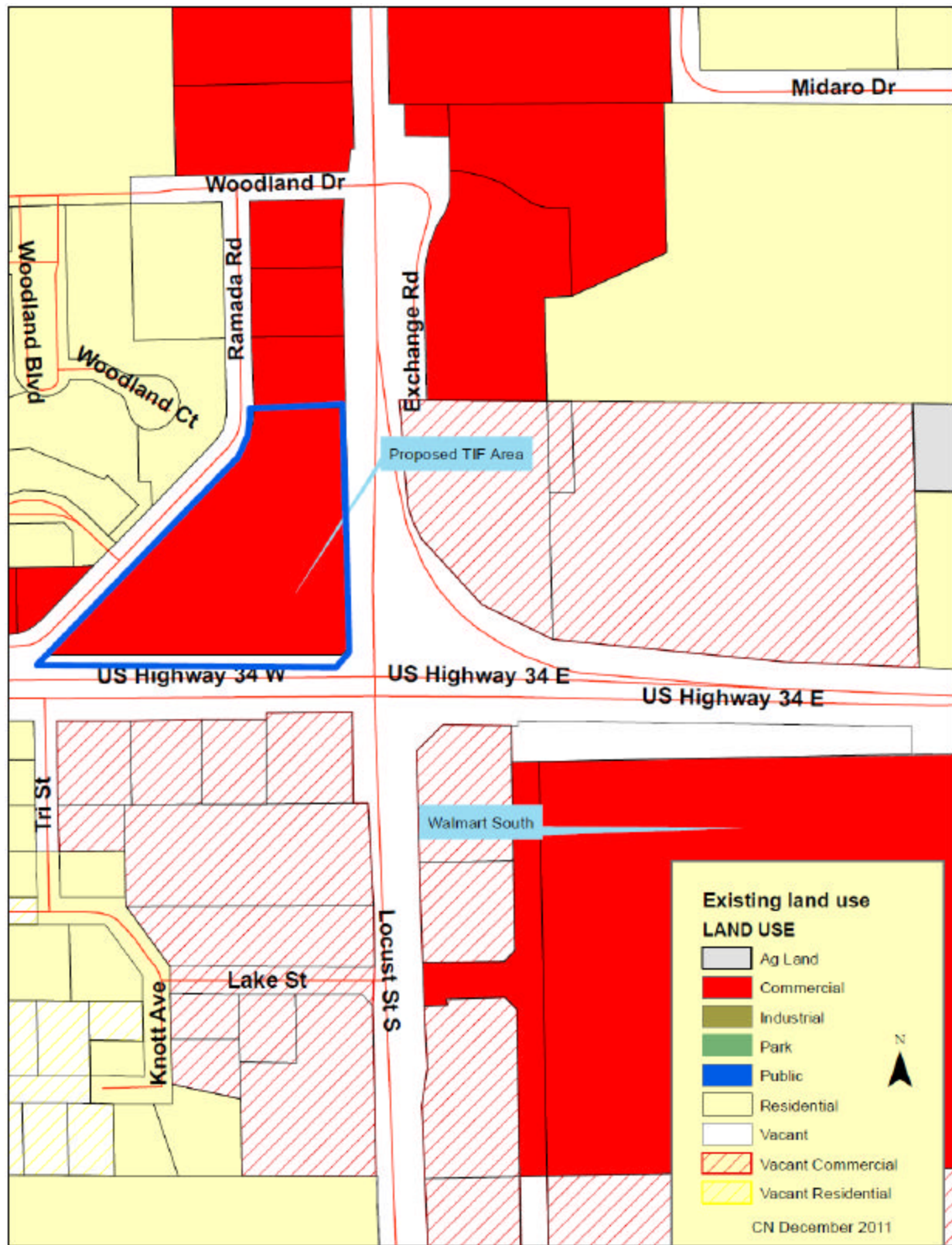
The site is owned by the developer. All site work, demolition and utilities will be paid for by the developer. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the acquisition, site work and remodeling. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2014 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 northwest corner of South Locust Avenue and U.S. Highway 34 (Husker Highway) in southern Grand Island. The attached map identifies the subject property and the surrounding land uses:

- **Legal Descriptions** Lot 11 of Woodland Second Subdivision, An Addition to the City of Grand Island, Hall County Nebraska excepting a therefrom a tract of land more particularly described in Deed recorded as Document No. 200007531.



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 rehabilitation of the hotel convention center property and development of a national chain restaurant 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, 2014.

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

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

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

Redevelopment Plan Amendment Complies with the Act:

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

1. The Redevelopment Project Area has been declared blighted and substandard by action of the Grand Island City Council on September 13, 1999. [§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.

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

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan amendment and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to rehabilitate an existing conforming use on this property.

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

a. Land Acquisition:

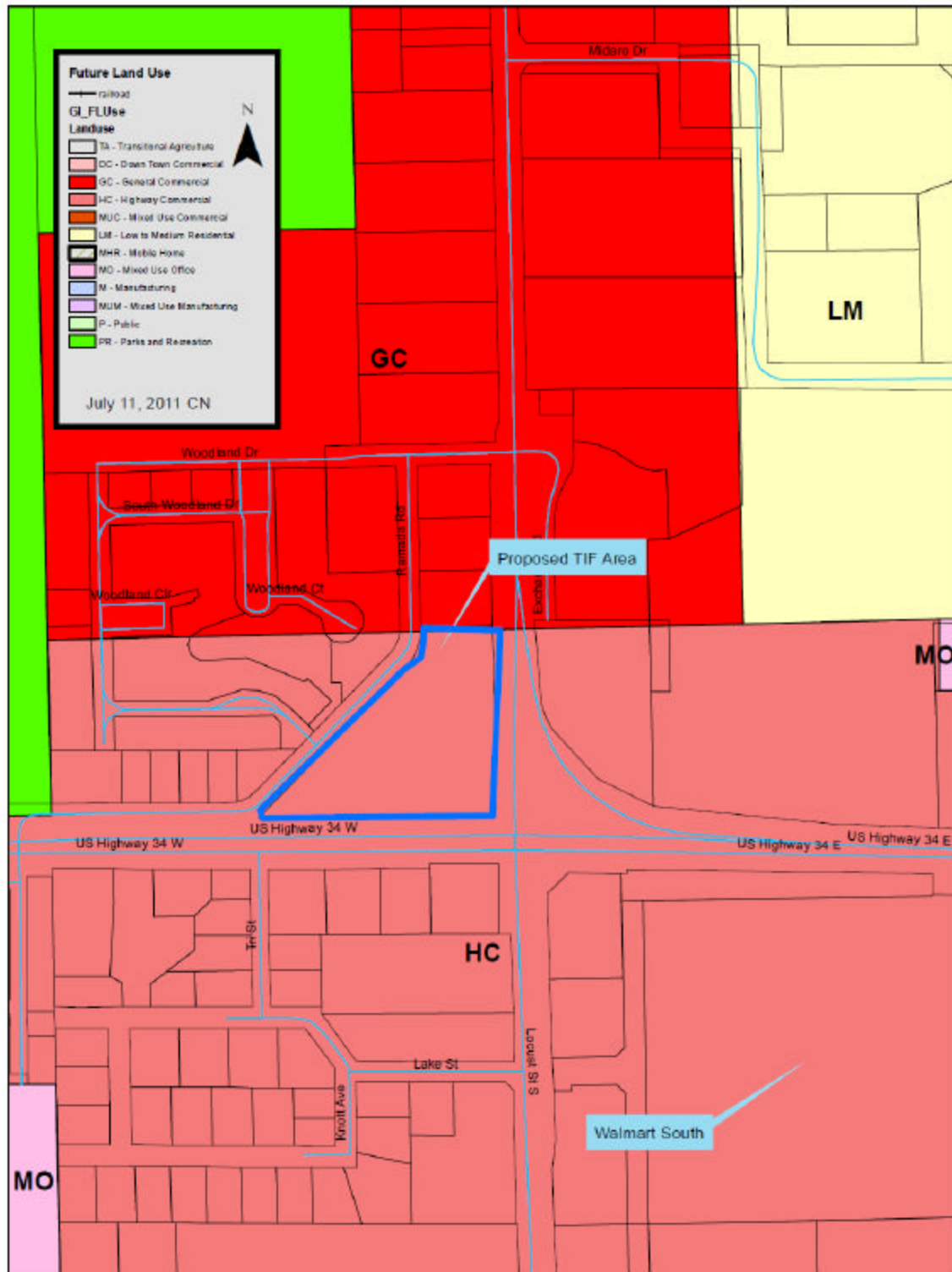
The Redevelopment Plan for Area #2 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority or the developer.

b. Demolition and Removal of Structures:

The project to be implemented with this plan amendment does not call for the demolition and removal of any existing structures.

c. Future Land Use Plan

See the attached map from the 2004 Grand Island Comprehensive Plan. The site is planned for highway 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 B2-AC General Business zone with an Arterial Commercial Overlay. 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. The proposed uses as a convention center, hotel and restaurant are permitted in the B2-AC zoning district. [§18-2103(b) and §18-2111]

e. Site Coverage and Intensity of Use

The developer is proposing rehabilitate the existing structure a conforming structure and use in the B2-AC zoning district. [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

This site has full service to municipal utilities. No 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 maintained as a convention center, hotel and restaurant. The proposed use of this property would continue as a convention center, hotel and restaurant. No individuals or families will be relocated as a result of this project.[§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 owned the property for since 2001. The cost of property acquisition is not being included as a TIF eligible expense. Costs for rehabilitation of the existing

structure and parking improvements are estimated at \$1,077,000. Fees and reimbursement to the City and the CRA of \$6,500 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 \$524,520 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, 2014 through December 31, 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 intersection of South Locust and U.S. Highway 34. 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 March 2012 and March of 2013. Excess valuation should be available for this project for 15 years beginning with the 2014 tax year.

9. Justification of Project

The South Locust Corridor is a major entrance for the City of Grand Island from Interstate 80. The Heartland Events Center, the State Fair Park and associated buildings and other attractions are all located along South Locust. The South Locust Business Improvement District and City of Grand Island have spent a considerable amount of money on landscaping and aesthetic treatments along this corridor. The City has codified those improvements as development occurs south of the U.S. 34 and Locust. The Grand Island CRA has invested more than \$500,000 in the property located on the east side of South Locust across from this project. This is a gateway to the community and for many people from outside the area is what they will use to judge our City. The opportunity to partner with owners of key building along this corridor as they redevelop and reinvest in their properties is important to making those favorable first impressions.

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 \$2,095,733. The proposed renovation of this facility will result in an estimated additional \$1,595,050 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 by the contractors that will be involved with the project. It will result in a new national family restaurant along the South Locust corridor.

(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 may create additional demand for service employees in the Grand Island area and could impact other hotels and restaurants.

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

This will improve the southern entrance into the City of Grand Island. The updates and upgrades to Grand Island's largest convention space will make Grand Island more competitive for meetings and conferences.

Time Frame for Development

Development of this project is anticipated to be completed during between March 1, 2012 and March 1 of 2013. 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 \$524,520 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 renovation, site preparation, engineering, expenses and fees reimbursed to the City and CRA, and financing fees the developer will spend over \$1,000,000 of TIF eligible activities.

See Attached Building Plans



BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name:

HOWARD JOHNSON RIVERSIDE INN AND CONFERENCE
CENTER (STRATFORD PLAZA LLC)

Address:

3333 RAMADA ROAD, GRAND ISLAND 68801

Telephone No.: 308-384-5150

Fax No.: 308-384-6551

Contact:

CHUYEN NGO, OWNER

Brief Description of Applicant's

Business: FULL SERVICE CONVENTION CENTER
HOTEL. SEE ATTACHED

Present Ownership Proposed Project Site: STRATFORD PLAZA, LLC

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

SEE ATTACHED

If Property is to be Subdivided, Show Division Planned:

VI. Estimated Project Costs:

Acquisition Costs:

A. Land \$ —

B. Building \$ —

Construction Costs:

A. Renovation or Building Costs: \$ 1,202,742.80

B. On-Site Improvements: \$ 175,000.00

Soft Costs:

A. Architectural & Engineering Fees:

\$ 0

B. Financing Fees:

\$ 0

C. Legal/Developer/Audit Fees:

\$ 0

D. Contingency Reserves:

\$ 0

E. Other (Please Specify)

\$ 0

TOTAL \$ 1,377,782.80

Total Estimated Market Value at Completion:

\$ 3,690,783.00

Source of Financing: — SEE ATTACHED

A. Developer Equity:

\$ 100,000

B. Commercial Bank Loan:

\$ 877,782.80

Tax Credits:

1. N.I.F.A.

\$ —

2. Historic Tax Credits

\$ —

D. Industrial Revenue Bonds:

\$ —

E. Tax Increment Assistance:

\$ 524,520.00

F. Other — FACADE IMPROVEMENT ASSISTANCE \$ 100,000.00
— DENNY'S FRANCHISEE 300,000.00

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

KILEY REYNOLDS, DESIGNER & GENERAL CONTRACTOR

IDEAL DIMENSIONS

5455 S. 82ND STREET

LINCOLN, NE 68516

402-440-4923

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

(Please Show Calculations)

BASE VALUATION: \$ 2,095,733

NEW ESTIMATED VALUE: \$ 3,690,783

EXCESS VALUE: \$ 1,595,050

ESTIMATED TAXES ON EXCESS: \$ 34,968.90

* PER LETTER FROM COUNTY ASSESSOR

Project Construction Schedule:

Construction Start Date:

3/1/12

Construction Completion Date:

7/1/12

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:

SEE ATTACHED

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

for Proposed Project: WITHOUT TAX INCREMENT FINANCING ASSISTANCE AS OUTLINED HEREIN, IT WILL NOT BE POSSIBLE TO PROCEED WITH THE IMPROVEMENTS, THE AGE AND CONDITION OF THE BUILDING AND THE MAGNITUDE OF THE RENOVATIONS REQUIRES REDEVELOPMENT ASSISTANCE TO REVITALIZE THE PROPERTY AND CONTRIBUTE TO THE ONGOING REVITALIZATION OF THE SOUTH LOCUST STREET CORRIDOR

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:

N/A

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

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



Howard Johnson Riverside Inn and Conference Center
Grand Island, Nebraska

Hotel and Convention Center Renovation Project Summary

PROPERTY OVERVIEW

The Howard Johnson Riverside Inn and Convention Center is Grand Island's largest hotel property in terms of rooms, facilities, and area. The property comprises 182 guest rooms, 10,000 square feet of meeting, event, and reception space, a full service restaurant and lounge, and indoor pool and fitness center. Constructed in 1969 with an addition in 1983, the hotel is one of only two full service convention center hotels located within the City limits of Grand Island. It is the first hotel the traveling public encounters when exiting off of Interstate 80 at South Locust Street. As such, it is the "front door" of Grand Island along this increasingly busy corridor.

The property was purchased in December 2000 by Stratford Plaza LLC, a corporation owned by Chuyen and Pam Ngo. Over the course of the 1990's, the property had deteriorated. Since acquiring the property the owners have invested significant funds to repair building systems including plumbing and mechanical elements and have undertaken a substantial renovation of 145 of the guest rooms. Given the age of the facility and the abundance of needs, it has not been possible to address exterior building conditions and interior service elements including the restaurant, lounge, and convention center.

MARKET

The Hotel market in Grand Island has become increasingly competitive with the addition of six new hotels in the last five years, four of which have been opened in the last two years. The Fairfield Inn, Holiday Inn, Super 8, and Best Western hotels are all recent additions to the hotel inventory. In the case of Best Western, local assistance was provided in the form of tax increment financing. The addition of this significant rooms inventory has been a challenge for other hoteliers. On a positive note, the relocation of the Nebraska State Fair and the associated future opportunity to draw trade shows, exhibitions, and agricultural events to the new facilities as well as the use of other facilities at Fonner Park will strengthen the local economy by increased tourism and visitor traffic. It is understood, however, that the development of this additional visitor/tourism trade will be a building block process and will grow over a period of years.

SOUTH LOCUST STREET REVITALIZATION

After the 1980 tornado, the South Locust Street corridor deteriorated as buildings were shuttered and closed. Instead of rebuilding and reinvesting along South Locust Street,

many businesses in the 1980's and 1990's chose to relocate or otherwise invest along the growing Highway 281 corridor. The extent of the decline of South Locust Street was of increasing concern to local officials and business leaders for decades. In 1992, the City Council acted to request that the Nebraska Department of Roads proceed with the development process for an interchange at Interstate 80 and South Locust Street. At the same time, a Community Redevelopment Authority was formed. In 1997, the Community Redevelopment Authority created the South Locust Street Business Improvement District. The City Council provided for its formation and established a program of streetscaping improvements consisting of sidewalks, lighting, and landscaping. In 2006, the new interchange was opened. In 2010, the highway from the Interstate to Highway 34 was widened to four lanes.

Today, the South Locust Street corridor has been revitalized. Many businesses have renovated their facilities. Various dilapidated properties have been demolished including the former Desert Rose facility across the street from the Hotel. The Community Redevelopment Authority and the City Council has provided infrastructure assistance to a number of businesses along South Locust Street in the form of façade funding and tax increment financing. The corridor is now a significant “front door” for the community. With the addition of the Nebraska State Fair, the corridor is now a major point of entry for the community. It also serves as primary access to downtown Grand Island. The average daily traffic count on South Locust Street has substantially increased over the past ten years and is expected to continue to do so in the future. In 2011, the average daily traffic at South Locust Street and Highway 34 was 8,031.

Aside from the Wal Mart store, the Howard Johnson Riverside Inn and Convention Center is the first development that travelers heading north from Interstate 80 see when they enter Grand Island. The hotel has been a landmark at the corner of Highway 34 and South Locust Street for 42 years. The site is highly visible and as such is a prominent architectural element for the community.

With the demolition of the former Desert Rose facility, the development of Wal Mart, and available property at the northeast and southwest quadrants of the South Locust Street and Highway 34 corridors, there is the opportunity for significant redevelopment at this intersection. The Hotel is well positioned to lead this effort and stimulate other associated development with a renovation project intended to improve the aesthetics of the property, increase the taxable valuation, and create jobs and additional trade and economic growth.

HOTEL MARKET NICHE AND SERVICE

The Howard Johnson Riverside Inn and Convention Center is uniquely positioned to serve the community and its needs for lodging, dining, and meeting/event facilities at this key juncture in the growth of South Locust Street and the associated opportunities with the Nebraska State Fair facilities. The proximity of the Hotel to Fonner Park is important to the community's efforts to grow and develop the events business associated with the new facilities and to grow and develop tourism. Given the size of our hotel and its location, we are able to satisfy what will be a growing demand. The property also addresses the need for diversity in relation to price point. Unlike many of the other hotels, including new properties, our Hotel is positioned in the mid scale rate category and addresses the need of many travelers and groups for an affordable lodging, dining, and meeting/event property. The size and capacity of the property also enables it to serve growing market demands.

RENOVATION NEEDS

Despite the likelihood for continued growth along the South Locust Street corridor and the new commerce associated with the Nebraska State Fair facilities, the Hotel is faced with significant economic challenges given the size and age of the property. During the period of decline of the South Locust Street Corridor, needed reinvestment in the property was not undertaken. The condition of the property deteriorated. The present ownership has reinvested heavily in the property – \$1,000,000 to date - but assistance is needed to fully address important infrastructure needs including parking, drainage, façade, roof, and accessibility. Ownership is prepared to invest an additional \$1,377,782.80 and has secured financing for additional improvements. In order to proceed with the project, however, local assistance to support façade improvements, parking, accessibility, roof replacement in the amount of \$468,078.79, including \$100,000 in façade improvement assistance, is needed in order to proceed.

RENOVATION PROJECT SCOPE

Denny's Restaurant Seeks to locate on South Locust Street: The cornerstone of the Renovation Project is the addition of a Denny's Restaurant to the property. The decision by this large national franchise to locate in Grand Island on South Locust Street is a substantial vote of confidence in the corridor. There has not been a major development by a large national franchise on South Locust Street for decades. Over the course of the last 20 years, all major national franchise operators have chosen to locate in western Grand Island along Highway 281. Without some comparable developments on South Locust Street it will be difficult to both sustain recent successes as well as to meet future community needs. The development of a Denny's restaurant will be a major shot in the arm for South Locust Street and will accrue to the benefit of area residents and businesses by strengthening trade and economic activity including traffic, sales volume, tax base, and job creation.

Denny's will be open 24 hours a day, 365 days a year. The Restaurant is expected to employ 50 people, most of which will be full time. Denny's has 1,600 restaurants in the United States and is known for being affordable and family friendly. It serves breakfast, lunch and dinner daily.

The Denny's restaurant is proposed to be located in the current Garden Café restaurant space. Denny's will also, under a separate identity, operate a newly branded lounge. Liquor service will be available in both the Lounge and Restaurant. Full service catering will continue to be offered in the Convention Center.

Improvements Scope - \$1,377,782.80: Ownership is prepared to invest heavily in the renovation of the Hotel to consist of the following improvements:

Denny's Restaurant Improvements - \$495,874.80: This improvement consist of complete renovation of the existing restaurant and lounge. The interior of the existing space will be largely demolished. A contemporary restaurant and lounge designed in accordance with Denny's interior décor standards will be constructed. A key element of this component of the project will be the construction of a new entrance tower and vestibule along the north elevation of the Hotel building. This will serve as a signature feature of the facility and will create a visible entrance monument from South Locust Street. It will also provide easy access and handicapped accessibility.

Hotel Exterior and Façade - \$187,000.00: Façade improvements will consist of the addition of a decorative molded roofline and exterior elevation improvements in the form of an EFIS (stucco) veneer finish along entrances and porte cochere to provide vertical accents.

Plumbing and Mechanical - \$105,000.00: Plumbing and Mechanical systems serving the restaurant, convention center venues, and common areas will be replaced and/or upgraded.

Lounge Interior Remodel - \$70,758.00: As referenced above with the Restaurant, the Lounge will be renovated including creating a one level floor elevation as opposed to the current sunken multi-level design. This will provide for handicapped accessibility and improved circulation and utilization.

Public Areas/Restroom Renovations - \$44,150.00: The existing public entrance foyer and Lobby restrooms will be renovated to serve the Hotel, restaurant, and lounge and will be improved to enhance handicapped accessibility and increased capacity.

Parking Lot Improvements - \$175,000.00: The existing parking lot will be improved in the form of an asphalt overlay. The repaved and restriped lot will provide parking to serve the new and expanded restaurant and lounge. An additional xx spaces will be created.

Denny's Restaurant Improvements - \$300,000.00: The existing restaurant and kitchen will be essentially gutted with new equipment, furniture, and fixtures. The kitchen will feature kitchen equipment and preparation and cooking areas for both the Restaurant and the convention center. Improvements will include new window, wall, and floor coverings.

Economic Stimulus to South Locust Street and City: This property is a prime candidate for the Façade Improvement Program and Tax Increment Financing assistance because:

- The strong brand name of Denny's will bring instant name recognition and more stability to the property immediately.
- The South Locust Street corridor's appearance has been enhanced in recent years including the removal of the former Desert Rose. This project will make a bold statement at the southerly entrance to the corridor.
- There is potential for development at the southwest quadrant of the southwest intersection of Highway 34 and South Locust Street.
- The hotel has the largest convention center space in Grand Island.
- There is strong potential to draw more events including those associated with the State Fair and others utilizing the Fairgrounds such as agricultural shows.
- Denny's is a national brand that is well recognized by both local residents and those travelling along Interstate 80.
- The existing restaurant will be completely renovated on the exterior and the interior.
- The roofline of the hotel facility will be completely renovated.
- The addition of a national branded restaurant on South Locust Street will make an important statement for future investment on the corridor at a

time where most of the new development has been on the Highway 281 corridor.

- It is important for the community to have full service hotels with convention center facilities at various price points.
- Other businesses along South Locust Street will benefit from the additional traffic and recognition resulting from Denny's. This will generate economic growth for the entire area.



Howard Johnson Riverside Inn and Conference Center
Grand Island, Nebraska

Construction and Financial Pro Forma

Construction/Improvement Costs

Denny's Exterior and Interior Renovation	495,874.80
Hotel Exterior and Façade Renovation	187,000.00
Plumbing and Mechanical	105,000.00
Lounge Remodel	70,758.00
Public Restroom Renovation	44,150.00
Parking Lot Paving	175,000.00
Denny's Kitchen Equipment/FFE	300,000.00
Total Construction/Improvement Cost	\$1,377,782.80

Funding Summary

Owner Additional Equity Injection	100,000.00
Bank Loan – Wells Fargo	877,782.80
Façade Improvement Assistance	100,000.00
Denny's Franchisee Investment	300,000.00
Total	1,377,782.80

Valuation Summary

Assessor's Current Market Value	2,095,733.00
Estimated Assessor's Market Value at Completion	3,690,783.00
Current Tax	42,845.50
Estimated Tax after Improvements	77,814.40
Assessor's Estimated Excess Tax after Improvements	34,968.90

HALL COUNTY ASSESSOR

**121 South Pine Street, Suite 1
Grand Island, NE 68801-6099**

Phone: (308) 385-5050 Fax: (308) 385-5059 TDD: (800) 833-7352

**Janet Pelland
Assessor**

**Shirlee Mudloff
Deputy Assessor**

November 17, 2011

Chuyen Ngo
Stratford Plaza LLC
3333 Ramada Rd
Grand Island, NE 68801

RE: Howard Johnson Riverside Inn TIF Project

I have been asked to prepare an estimate of value for the proposed Howard Johnson Riverside Inn TIF Project. The new estimated value for the project will be \$ 3,690,783. The base value of the project is \$2,095,733, leaving an excess value of \$ 1,595,050. The estimated taxes for the excess portion based on the current tax rate are \$ 34,968.90.

Take care to remember that these figures are estimates only and could change once the project is completed and we have done a physical inspection. If you need any further information, feel free to contact my office.

OFFICE OF THE HALL COUNTY ASSESSOR

Janet L. Pelland
Hall County Assessor



Howard Johnson Riverside Inn and Conference Center
Grand Island, Nebraska

Projected Income and Expense Pro Forma

Income

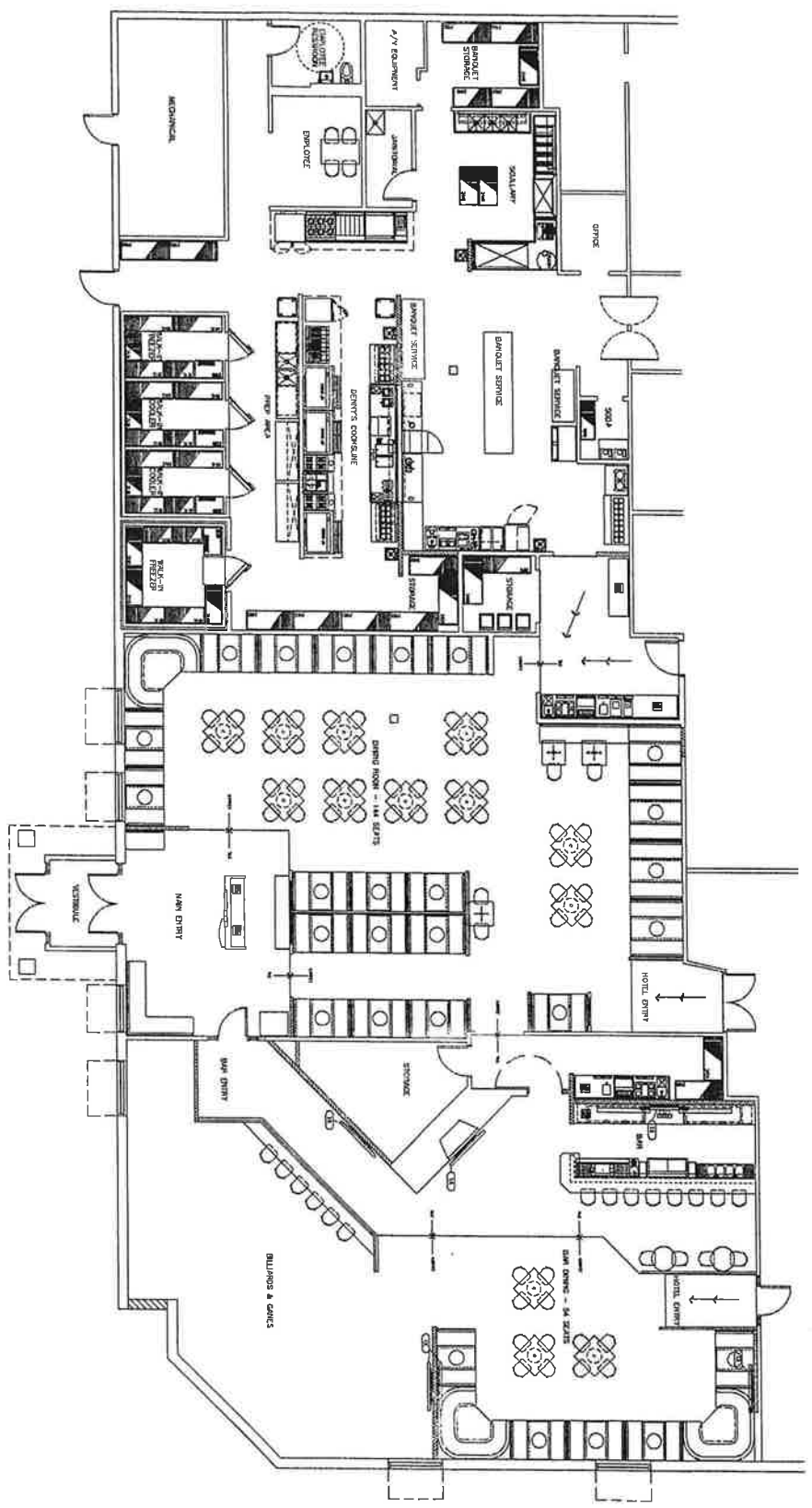
Room Revenue	1,800,000
Restaurant Lease	114,000
Other Income	50,000
Total Income	1,964,000

Expense

Wages	350,000
Payroll Taxes	35,000
Telephone	32,000
Operating/Guest Supplies	37,000
Cable Television	27,000
Guest Breakfast	50,000
Credit Card Processing	45,000
Taxes and Licenses	15,000
Computer Programs	20,000
Franchise Fees	135,000
Building Supplies	40,000
Plumbing/Heating	20,000
Furniture, Fixtures, Equip.	60,000
HVAC	22,000
Grounds	11,000
Electric Utility	100,000
Natural Gas	22,000
Water and Sewer	16,000
Property Tax	46,000
Insurance	39,000
Interest Expense	141,067
Depreciation	23,000
Management Fee	440,000
Other	127,000
Total	1,908,067

Attachment 'C'

FOOD SERVICE EQUIPMENT FLOOR PLAN - 198 TOTAL SEATS



FS-1

FOOD SERVICE EQUIPMENT FLOOR PLAN
20' TYPICAL
1" = 1'-0"
DATE: 10/1/80
DRAWN BY: J. B. BROWN
CHECKED BY: J. B. BROWN
APPROVED BY: J. B. BROWN

PROJECT:
DENNY'S RESTAURANT
GRAND ISLAND, NE

RESTAURANT
EQUIPMENT
FOOD SERVICE
EQUIPMENT &
FURNISHING
DEALER
1001 SOUTH 20th AVE
DENVER, CO 80202
PHONE: 206-471-2525
TELEFAX: 206-471-2525
E-MAIL: jbbrown@denver.com

8. E. 7. 1. 5. 1. 0
1. The owner of the building is responsible for the design and construction of the building.
2. The owner of the building is responsible for the design and construction of the building.
3. The owner of the building is responsible for the design and construction of the building.
4. The owner of the building is responsible for the design and construction of the building.
5. The owner of the building is responsible for the design and construction of the building.

The floor plan shows a building with overall dimensions of 396'-0" by 134'-0". The plan includes several rooms and corridors, with dimensions provided for each. Key features include:

- Entries:** Two main entry points are labeled "ENTRY" with dimensions of 396'-0" and 134'-0".
- Rooms and Corridors:**
 - Room A: 22'-0" x 99'-0"
 - Room B: 168'-0" x 24'-0"
 - Room C: 15'-5" x 24'-0"
 - Room D: 153'-0" x 19'-0"
 - Room E: 28'-0" x 19'-0"
 - Room F: 160'-0" x 9'-0"
 - Room G: 53'-0" x 4'-0"
 - Room H: 113'-0" x 13'-0"
 - Room I: 23'-0" x 12'-0"
 - Room J: 50'-0" x 5'-0"
 - Room K: 5'-0" x 5'-0"
- Dimensions:** Various dimensions are provided for walls, corridors, and rooms, such as 6'-0", 15'-0", 16'-0", 17'-0", 18'-0", 19'-0", 20'-0", 21'-0", 22'-0", 23'-0", 24'-0", 25'-0", 26'-0", 27'-0", 28'-0", 29'-0", 30'-0", 31'-0", 32'-0", 33'-0", 34'-0", 35'-0", 36'-0", 37'-0", 38'-0", 39'-0", 40'-0", 41'-0", 42'-0", 43'-0", 44'-0", 45'-0", 46'-0", 47'-0", 48'-0", 49'-0", 50'-0", 51'-0", 52'-0", 53'-0", 54'-0", 55'-0", 56'-0", 57'-0", 58'-0", 59'-0", 60'-0", 61'-0", 62'-0", 63'-0", 64'-0", 65'-0", 66'-0", 67'-0", 68'-0", 69'-0", 70'-0", 71'-0", 72'-0", 73'-0", 74'-0", 75'-0", 76'-0", 77'-0", 78'-0", 79'-0", 80'-0", 81'-0", 82'-0", 83'-0", 84'-0", 85'-0", 86'-0", 87'-0", 88'-0", 89'-0", 90'-0", 91'-0", 92'-0", 93'-0", 94'-0", 95'-0", 96'-0", 97'-0", 98'-0", 99'-0", 100'-0", 101'-0", 102'-0", 103'-0", 104'-0", 105'-0", 106'-0", 107'-0", 108'-0", 109'-0", 110'-0", 111'-0", 112'-0", 113'-0", 114'-0", 115'-0", 116'-0", 117'-0", 118'-0", 119'-0", 120'-0", 121'-0", 122'-0", 123'-0", 124'-0", 125'-0", 126'-0", 127'-0", 128'-0", 129'-0", 130'-0", 131'-0", 132'-0", 133'-0", 134'-0", 135'-0", 136'-0", 137'-0", 138'-0", 139'-0", 140'-0", 141'-0", 142'-0", 143'-0", 144'-0", 145'-0", 146'-0", 147'-0", 148'-0", 149'-0", 150'-0", 151'-0", 152'-0", 153'-0", 154'-0", 155'-0", 156'-0", 157'-0", 158'-0", 159'-0", 160'-0", 161'-0", 162'-0", 163'-0", 164'-0", 165'-0", 166'-0", 167'-0", 168'-0", 169'-0", 170'-0", 171'-0", 172'-0", 173'-0", 174'-0", 175'-0", 176'-0", 177'-0", 178'-0", 179'-0", 180'-0", 181'-0", 182'-0", 183'-0", 184'-0", 185'-0", 186'-0", 187'-0", 188'-0", 189'-0", 190'-0", 191'-0", 192'-0", 193'-0", 194'-0", 195'-0", 196'-0", 197'-0", 198'-0", 199'-0", 200'-0", 201'-0", 202'-0", 203'-0", 204'-0", 205'-0", 206'-0", 207'-0", 208'-0", 209'-0", 210'-0", 211'-0", 212'-0", 213'-0", 214'-0", 215'-0", 216'-0", 217'-0", 218'-0", 219'-0", 220'-0", 221'-0", 222'-0", 223'-0", 224'-0", 225'-0", 226'-0", 227'-0", 228'-0", 229'-0", 230'-0", 231'-0", 232'-0", 233'-0", 234'-0", 235'-0", 236'-0", 237'-0", 238'-0", 239'-0", 240'-0", 241'-0", 242'-0", 243'-0", 244'-0", 245'-0", 246'-0", 247'-0", 248'-0", 249'-0", 250'-0", 251'-0", 252'-0", 253'-0", 254'-0", 255'-0", 256'-0", 257'-0", 258'-0", 259'-0", 260'-0", 261'-0", 262'-0", 263'-0", 264'-0", 265'-0", 266'-0", 267'-0", 268'-0", 269'-0", 270'-0", 271'-0", 272'-0", 273'-0", 274'-0", 275'-0", 276'-0", 277'-0", 278'-0", 279'-0", 280'-0", 281'-0", 282'-0", 283'-0", 284'-0", 285'-0", 286'-0", 287'-0", 288'-0", 289'-0", 290'-0", 291'-0", 292'-0", 293'-0", 294'-0", 295'-0", 296'-0", 297'-0", 298'-0", 299'-0", 300'-0", 301'-0", 302'-0", 303'-0", 304'-0", 305'-0", 306'-0", 307'-0", 308'-0", 309'-0", 310'-0", 311'-0", 312'-0", 313'-0", 314'-0", 315'-0", 316'-0", 317'-0", 318'-0", 319'-0", 320'-0", 321'-0", 322'-0", 323'-0", 324'-0", 325'-0", 326'-0", 327'-0", 328'-0", 329'-0", 330'-0", 331'-0", 332'-0", 333'-0", 334'-0", 335'-0", 336'-0", 337'-0", 338'-0", 339'-0", 340'-0", 341'-0", 342'-0", 343'-0", 344'-0", 345'-0", 346'-0", 347'-0", 348'-0", 349'-0", 350'-0", 351'-0", 352'-0", 353'-0", 354'-0", 355'-0", 356'-0", 357'-0", 358'-0", 359'-0", 360'-0", 361'-0", 362'-0", 363'-0", 364'-0", 365'-0", 366'-0", 367'-0", 368'-0", 369'-0", 370'-0", 371'-0", 372'-0", 373'-0", 374'-0", 375'-0", 376'-0", 377'-0", 378'-0", 379'-0", 380'-0", 381'-0", 382'-0", 383'-0", 384'-0", 385'-0", 386'-0", 387'-0", 388'-0", 389'-0", 390'-0", 391'-0", 392'-0", 393'-0", 394'-0", 395'-0", 396'-0", 397'-0", 398'-0", 399'-0", 400'-0", 401'-0", 402'-0", 403'-0", 404'-0", 405'-0", 406'-0", 407'-0", 408'-0", 409'-0", 410'-0", 411'-0", 412'-0", 413'-0", 414'-0", 415'-0", 416'-0", 417'-0", 418'-0", 419'-0", 420'-0", 421'-0", 422'-0", 423'-0", 424'-0", 425'-0", 426'-0", 427'-0", 428'-0", 429'-0", 430'-0", 431'-0", 432'-0", 433'-0", 434'-0", 435'-0", 436'-0", 437'-0", 438'-0", 439'-0", 440'-0", 441'-0", 442'-0", 443'-0", 444'-0", 445'-0", 446'-0", 447'-0", 448'-0", 449'-0", 450'-0", 451'-0", 452'-0", 453'-0", 454'-0", 455'-0", 456'-0", 457'-0", 458'-0", 459'-0", 460'-0", 461'-0", 462'-0", 463'-0", 464'-0", 465'-0", 466'-0", 467'-0", 468'-0", 469'-0", 470'-0", 471'-0", 472'-0", 473'-0", 474'-0", 475'-0", 476'-0", 477'-0", 478'-0", 479'-0", 480'-0", 481'-0", 482'-0", 483'-0", 484'-0", 485'-0", 486'-0", 487'-0", 488'-0", 489'-0", 490'-0", 491'-0", 492'-0", 493'-0", 494'-0", 495'-0", 496'-0", 497'-0", 498'-0", 499'-0", 500'-0", 501'-0", 502'-0", 503'-0", 504'-0", 505'-0", 506'-0", 507'-0", 508'-0", 509'-0", 510'-0", 511'-0", 512'-0", 513'-0", 514'-0", 515'-0", 516'-0", 517'-0", 518'-0", 519'-0", 520'-0", 521'-0", 522'-0", 523'-0", 524'-0", 525'-0", 526'-0", 527'-0", 528'-0", 529'-0", 530'-0", 531'-0", 532'-0", 533'-0", 534'-0", 535'-0", 536'-0", 537'-0", 538'-0", 539'-0", 540'-0", 541'-0", 542'-0", 543'-0", 544'-0", 545'-0", 546'-0", 547'-0", 548'-0", 549'-0", 550'-0", 551'-0", 552'-0", 553'-0", 554'-0", 555'-0", 556'-0",

Builders

BUILDERS IS NOT A PROFESSIONAL ENGINEERING OR ARCHITECTURAL FIRM. THESE PLANS ARE DRAWN ACCORDING TO THE CONTRACTOR'S CLIENTS' SPECIFICATIONS. ALL DIMENSIONS ARE TO BE VERIFIED BY CONTRACTOR.

FOX CONSTRUCTION:

3333 RAMADA ROAD
GRAND ISLAND, NE 68801

I HAVE READ AND AGREE TO THE TERMS

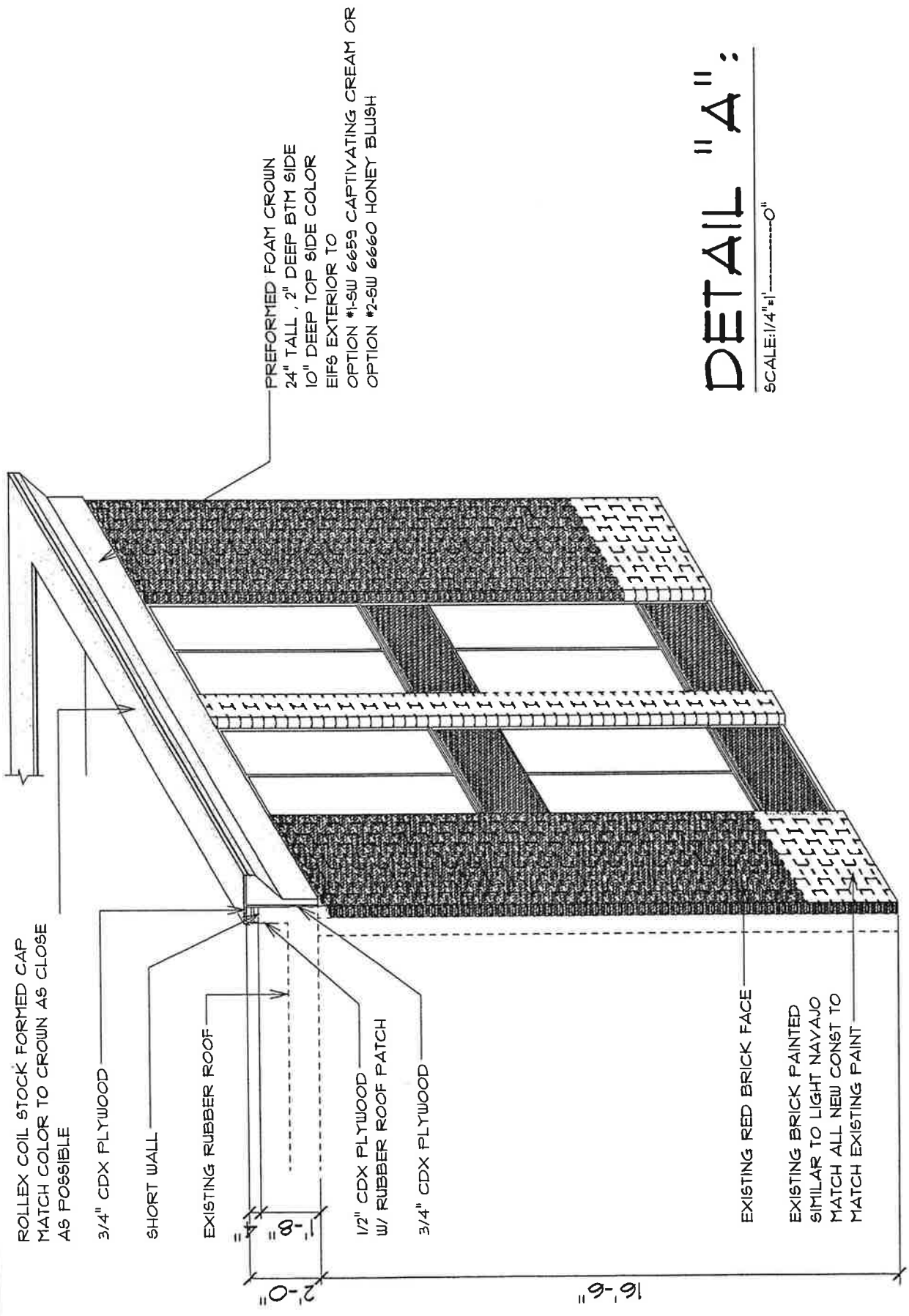
DESIGNED BY
JACQUE

9072

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5

555



DETAIL "A":

SCALE: 1/4" = 1'-0"

Bûilders

1-308-382-9656

BUILDERS IS NOT A PROFESSIONAL ENGINEERING OR ARCHITECTURAL FIRM. THESE PLANS ARE DRAWN ACCORDING TO THE CONTRACTOR'S CLIENT'S SPECIFICATIONS. ALL DIMENSIONS ARE TO BE VERIFIED BY CONTRACTOR.

EXTERIOR REMODEL DESIGNED FOR: JACQUE

FOX CONSTRUCTION:

HOWARD JOHNSON
3333 RAMADA ROAD
GRAND ISLAND, NE 68801

PAGE

2

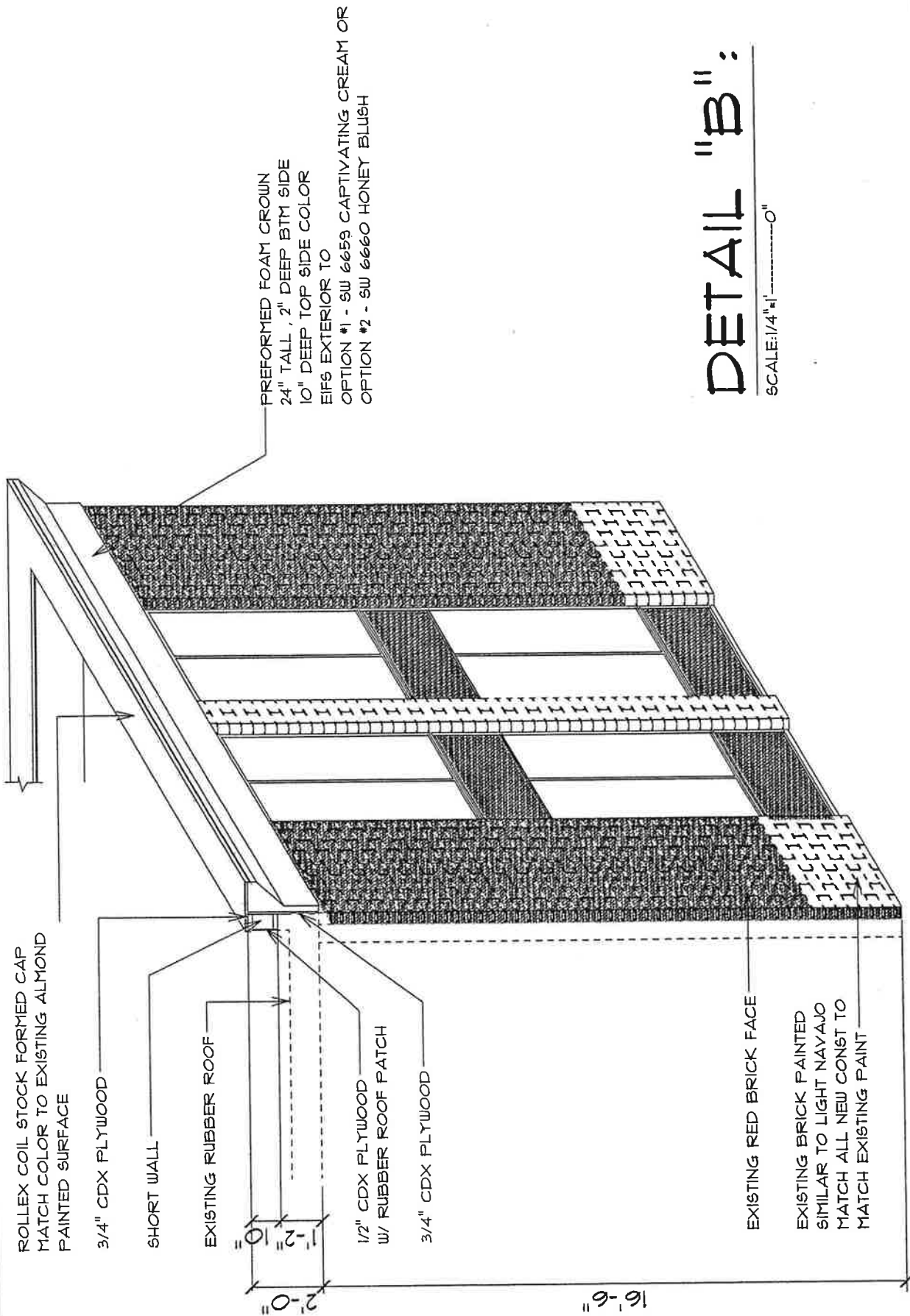
OF

6

I HAVE READ AND AGREE TO THE TERMS

JOB NO.

7933

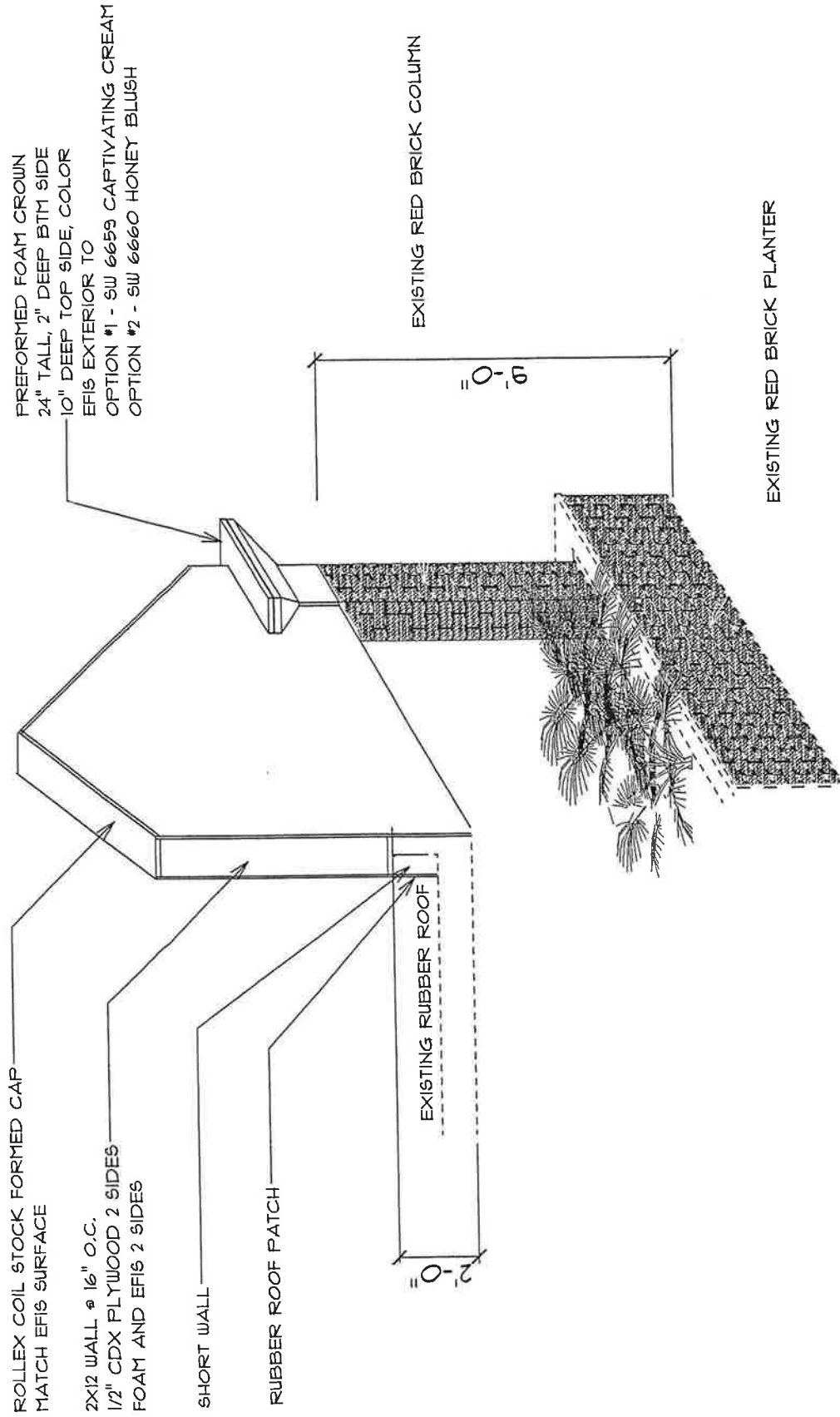


DETAIL "B":

SCALE: 1/4" = 1'-0"

DESIGN BY:	JACQUE
EXTERIOR REMODEL DESIGNED FOR:	
FOX CONSTRUCTION:	HOWARD JOHNSON 3333 RAMADA ROAD GRAND ISLAND, NE 68801
PAGE	3
OF	6
JOB NO.	7933

Bûlders 1-308-382-9656
BUILDERS IS NOT A PROFESSIONAL ENGINEERING OR ARCHITECTURAL FIRM. THESE PLANS ARE DRAWN ACCORDING TO THE CONTRACTOR'S CLIENTS' SPECIFICATIONS. ALL DIMENSIONS ARE TO BE VERIFIED BY CONTRACTOR.



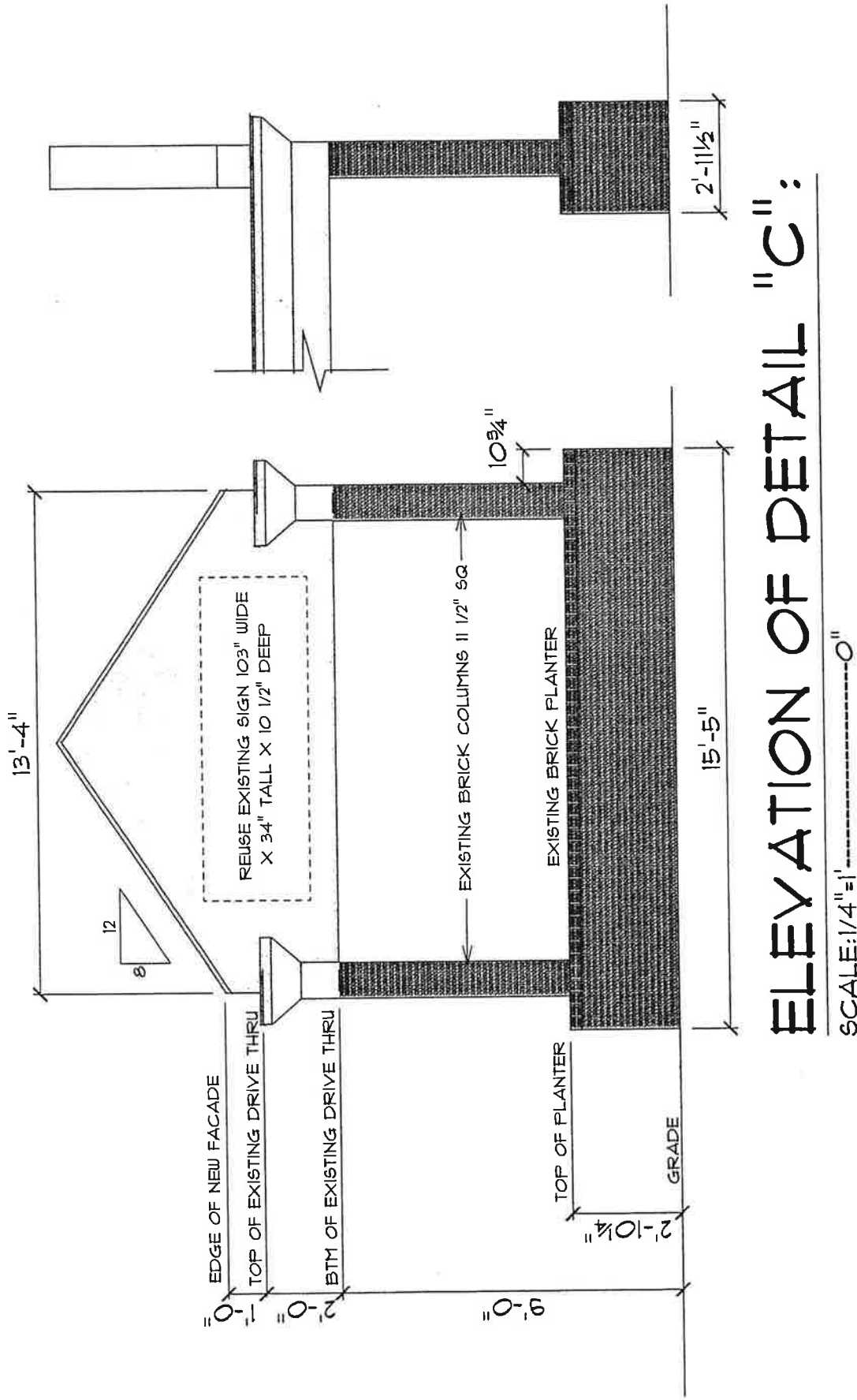
DETAIL "C":

SCALE: 1/4" = 1'-0"

Buîlders
1-308-382-9656

BUILDERS IS NOT A PROFESSIONAL ENGINEERING OR ARCHITECTURAL FIRM. THESE PLANS ARE DRAWN ACCORDING TO THE CONTRACTOR'S SPECIFICATIONS. ALL DIMENSIONS ARE TO BE VERIFIED BY CONTRACTOR.

EXTERIOR REMODEL DESIGNED FOR:	JACQUE
FOX CONSTRUCTION:	HOWARD JOHNSON 3333 RAMADA ROAD GRAND ISLAND, NE 68801
I HAVE READ AND AGREE TO THE TERMS	
DATE: 11/1/11	1933



ELEVATION OF DETAIL "C":

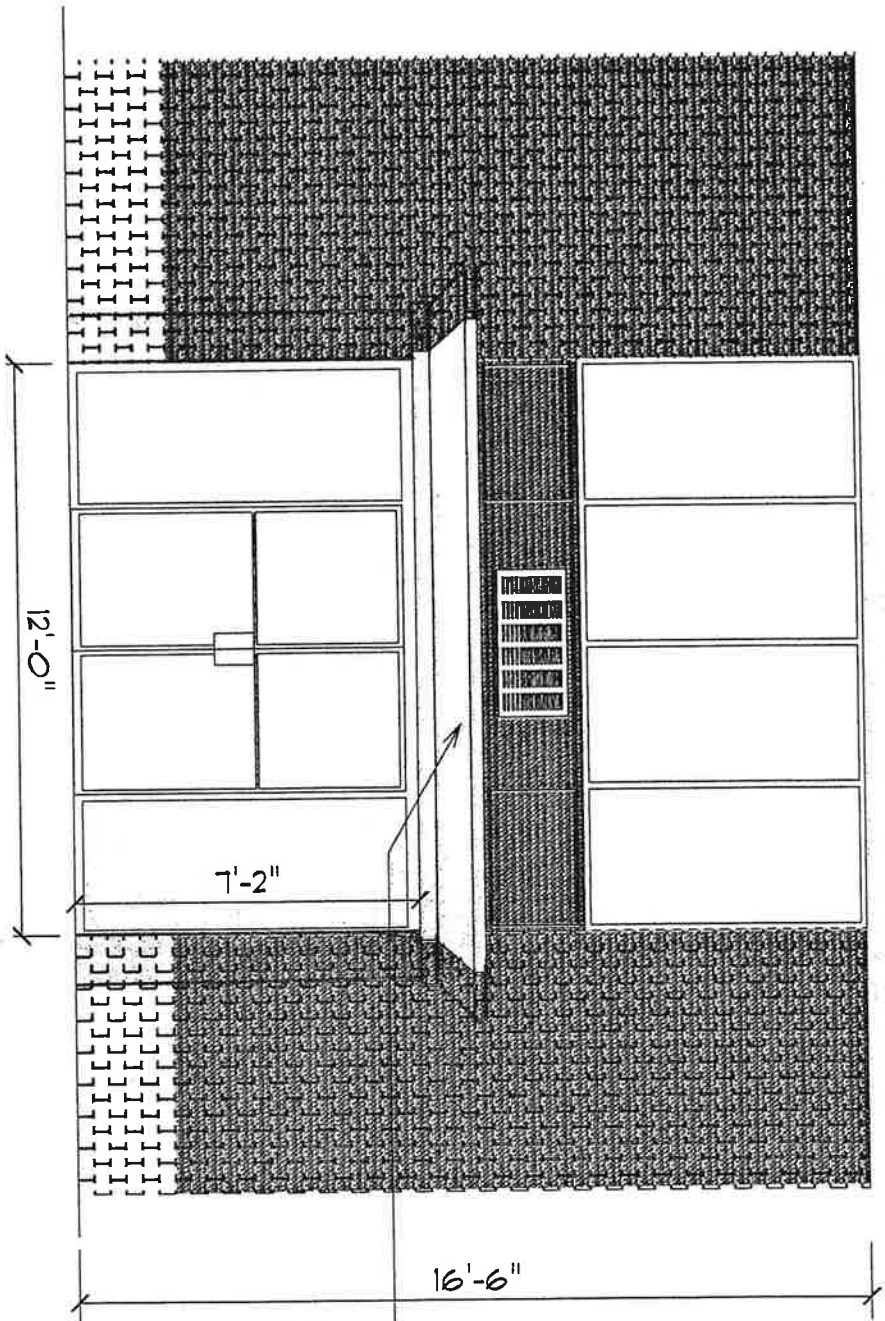
SCALE: 1/4" = 1'-0"

DRAWN BY: JACQUE	EXTERIOR REMODEL DESIGNED FOR:	
PAGE 5	FOX CONSTRUCTION: HOWARD JOHNSON 3333 RAMADA ROAD GRAND ISLAND, NE 68801	
PAGE 6		
JOB NO. 7933	I HAVE READ AND AGREE TO THE TERMS	

Builders

1-308-382-3656

BUILDERS IS NOT A PROFESSIONAL ENGINEERING OR ARCHITECTURAL FIRM THESE PLANS ARE DRAWN ACCORDING TO THE CONTRACTOR/CLIENT'S SPECIFICATIONS. ALL DIMENSIONS ARE TO BE VERIFIED BY CONTRACTOR.



"B" ENTRY DETAIL:

SCALE: 1/4" = 1'-0"

NEW GROUT APPLIED ABOVE
B ENTRY TRIM TO 16 1/2" TALL
EIFS EXTERIOR PAINTED
OPTION * 1 SW 6653 CAPTIVATING CREAM OR
OPTION * 2 SW 6660 HONEY BLUSH

Builders

1-308-382-9656

BUILDERS IS NOT A PROFESSIONAL ENGINEERING OR ARCHITECTURAL FIRM. THESE PLANS ARE DRAWN ACCORDING TO THE CONTRACTOR'S SPECIFICATIONS. ALL DIMENSIONS ARE TO BE VERIFIED BY CONTRACTOR.

EXTERIOR REMODEL DESIGNED FOR:

FOX CONSTRUCTION:

HOWARD JOHNSON
3333 RAMADA ROAD
GRAND ISLAND, NE 68801

JACQUE

7-408

6

6

6

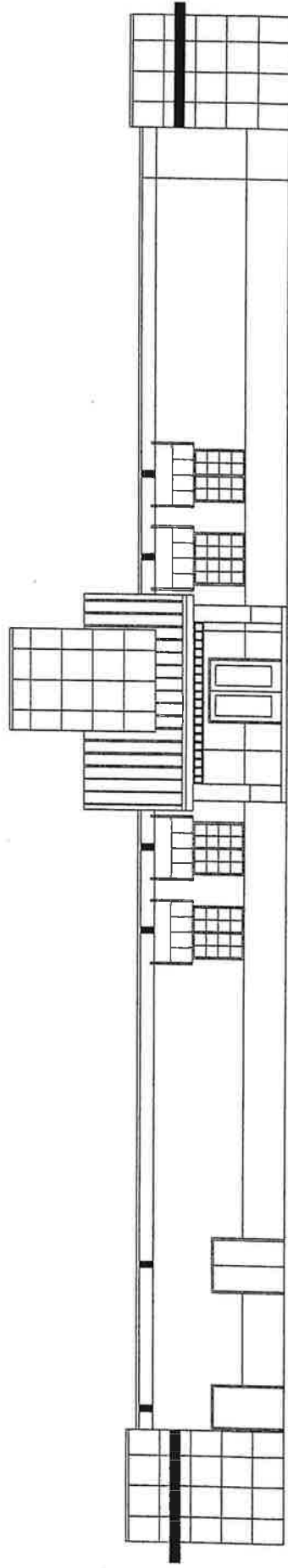
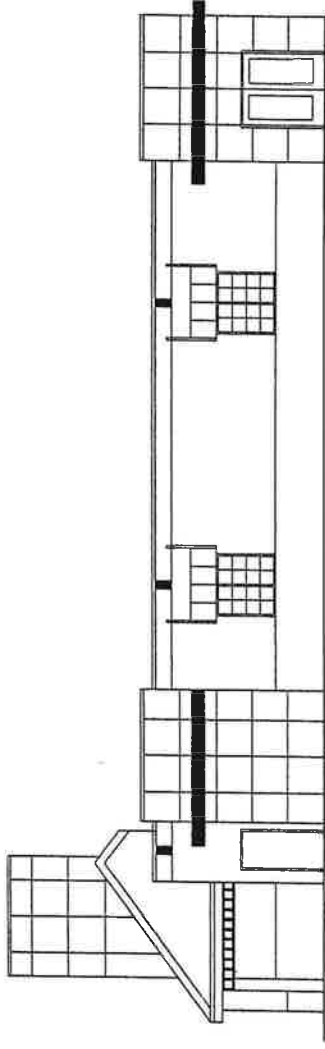
I HAVE READ AND AGREE TO THE TERMS

1933





Grand Island Denny's Elevation





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

RESOLUTION NO. 126

**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

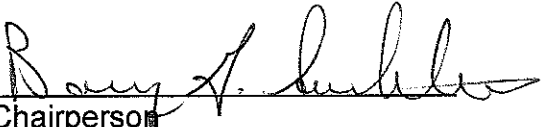
WHEREAS, the Authority is required by Section 18-2112 of the Act to submit said to the planning board having jurisdiction of the area proposed for redevelopment for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

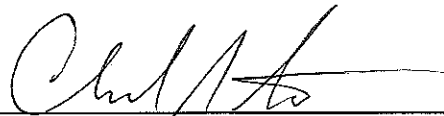
The Authority submits to the Hall County Regional Planning Commission the proposed Plan attached to this Resolution, for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska.

Passed and approved this 11th day of January, 2012.

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. 127

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

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

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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


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

Passed and approved this 11 day of January, 2012.

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
GRAND ISLAND, NEBRASKA

By 
Chairperson

ATTEST:


Secretary

Resolution Number 2012 - 01

HALL COUNTY REGIONAL PLANNING COMMISSION

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

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

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

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

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

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

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

DATED: February 1 2012.

**HALL COUNTY REGIONAL PLANNING
COMMISSION**

ATTEST:

By: 
Chair

By: Leslie E. Ruge
Secretary

REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the ____th day of _____, 2012, by and between the Community Redevelopment Authority of the City of Grand Island, Nebraska (“Authority”), and Stratford Plaza, LLC, a Nebraska 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, City and Redeveloper desire to enter into this Redevelopment Contract for acquisition and redevelopment of a parcel in the blighted and substandard area;

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

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Contract.

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

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

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

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

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

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

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

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

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

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

“Redeveloper” means Stratford Plaza, LLC, a Nebraska limited liability company.

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

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

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

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

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

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

Section 1.02 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 a Nebraska limited liability company, having the power to enter into this Redevelopment Contract and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Contract.

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

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

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

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

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

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

ARTICLE III

OBLIGATIONS OF THE AUTHORITY

Section 3.01 Division of Taxes.

In accordance with Section 18-2147 of the Act, the Authority hereby provides that any ad valorem tax on the following real property in the Project: to wit: the property shown on attached Exhibit A, 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, 2013.

(a) That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and

(b) That proportion of the ad valorem tax on real property in the Redevelopment Area in excess of such amount (the "Incremental Ad Valorem Tax"), if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection

with the bonds, loans, notes or advances of money to, or indebtedness incurred by whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Project shall be paid into the funds of the respective public bodies.

Section 3.02 Issuance of TIF Indebtedness

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

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

Section 3.03 Pledge of TIF Revenues.

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

Section 3.04 Grant of Proceeds of TIF Indebtedness.

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

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

Section 3.05 Creation of Fund.

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

ARTICLE IV

OBLIGATIONS OF REDEVELOPER

Section 4.01 Construction of Project; Insurance.

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

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

(c) Redeveloper shall pay, on execution hereof the sum of \$1,000.00 to the City of Grand Island for administrative expenses related to payment of the tax increment revenue.

Section 4.02 Cost Certification.

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

Section 4.03 Legal Costs.

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

Section 4.04 No Discrimination.

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

Section 4.05 Pay Real Estate Taxes.

Redeveloper intends to create a taxable real property valuation [over and above the valuation thereof as the same existed on January 1, 2012] of the Redevelopment Project Area of One Million Five Hundred Ninety Five Thousand Dollars (\$1,595,000) no later than 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 the sum of: (a) One Million Five Hundred Ninety Five Thousand Dollars (\$1,595,000) and (b) the valuation of the Redevelopment Project Area as the same existed on January 1, 2012; (2) convey the Redevelopment Area or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes; nor (3) allow real estate taxes and assessments levied on the Redevelopment Area and Project to become delinquent during the term that any TIF Indebtedness is outstanding.

Section 4.07 Assignment or Conveyance.

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

conditions of this Redevelopment Contract.

Section 4.08 Purchase of TIF Indebtedness.

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

Section 4.09 Penal Bond.

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

Section 4.10 Immigration Status.

The Redeveloper agrees that any contractor for the Project shall be required to agree to use a federal immigration verification system (as defined in §4-114, R.S. Supp. 2009) to determine the work eligibility status of new employees physically performing services on the Project and to comply with all applicable requirements of §4-114, R.S. Supp. 2009.

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 which shall include such other fees and expenses imposed by the Authority.

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 of rescission on termination of this Redevelopment Contract, and shall not be covered by the Liquidated Damages Amount.

Section 6.04 Forced Delay Beyond Party's Control.

For the purposes of any of the provisions of this Redevelopment Contract, neither the Authority nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the conveyance or preparation of the Redevelopment Area for redevelopment, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Authority or of the Redeveloper with respect to construction of the Project, as the case may be, shall be extended for the period of the forced delay: Provided, that the party seeking the benefit of the provisions of this section shall, within thirty (30) days after the beginning of any such forced delay, have first notified the other party thereto in writing, and of the cause or causes thereof and requested an extension for the period of the forced delay.

Section 6.05 Limitations of Liability; Indemnification.

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

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

including the management of the Project, or in any way related to the enforcement of this Redevelopment Contract or any other cause pertaining to the Project.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Notice Recording.

This Redevelopment Contract or a notice memorandum of this Redevelopment Contract shall be recorded with the County Register of Deeds in which the Redevelopment Area is located.

Section 7.02 Governing Law.

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

Section 7.03 Binding Effect; Amendment.

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

Section 7.04 Third Party Enforcement,

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

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

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
GRAND ISLAND, NEBRASKA

ATTEST:

Secretary

By: _____
Chairman

Stratford Plaza, LLC

By: _____
Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

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

Notary Public

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, Manager of Stratford Plaza, LLC, on behalf of the limited liability company.

Notary Public

EXHIBIT A

Lot 11, Woodland Second Subdivision, an addition to the City of Grand Island, Hall County, Nebraska, excepting therefrom a tract of land more particularly described in a Deed recorded as Document No. 200007531 in the office of the Hall County, Nebraska office of the Register of Deeds.

A-I

EXHIBIT B

DESCRIPTION OF PROJECT

Demolition, rehabilitation and construction of an exterior façade and interior remodeling of Howard Johnsons Hotel to provide a renovated restaurant for Denny's together with additional parking lot rehabilitation.

EXHIBIT C

TIF INDEBTEDNESS

1. Principal Amount: \$524,520.00 [annual payment amounts assumed are \$34,968]
2. Payments: Semi-annually or more frequent, with payments limited to annual incremental taxes revenues from the project.
3. Interest Rate: Zero percent (0.00%)
4. Maturity Date: On or before December 31, 2028.

EXHIBIT D

PROJECT COSTS

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

1. Redevelopment Area rehabilitation and remodeling cost
2. Site demolition work and site preparation
3. Utility extensions, installation of gas, water, sewer and electrical lines and equipment
4. Façade improvements
5. Interior rehabilitation



City of Grand Island

Tuesday, February 14, 2012

Council Session

Item E6

**Public Hearing on Addition to Chapter 36 of the Grand Island
City Code Relative to Airport Approach and Turning Zones**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP
Meeting: February 14, 2012
Subject: Addition to Chapter 36 (Zoning)
Item #'s: E-6 & F-4
Presenter(s): Chad Nabity, Regional Planning Director

Background

Concerning proposed amendments to Chapter 36 of the Grand Island City Code (Zoning) in the following area: §36-46 – Airport Approach and Turning Zones. (C-10-2012GI).

When the Grand Island Zoning regulations were updated and reconfigured in 2004 a section on airport zoning appears to have been left out. This section is the specific authority for the City to regulate the height of structures based on their proximity to the airport and the turning radii of plane and flight paths based on the runway location.

The regulations apply to the entire zoning map as an overlay created using maps provided to the airport and the City by the Nebraska Department of Aeronautics. City Staff is suggesting that the following language be added back into the zoning regulation as §36-46 – Airport Approach and Turning Zones

§36-46 Airport Approach and Turning Zones

(A) Height Restrictions: Notwithstanding height restrictions specified for any specific zone set forth herein, no building, vegetation, or use of land shall be constructed, moved in, or permitted to grow to a height exceeding the limits indicated on the zoning map entitled “Airport Approach and Turning Zone” as shown on a zoning map prepared by the Nebraska Department of Aeronautics, Engineering Division, dated November 12, 1974, revised January 17, 1985 and as amended July 17, 2002, by the Nebraska Department of Aeronautics Engineering Division for the Central Nebraska Regional Airport, Grand Island, Nebraska, and on file with the city clerk, which is part of this ordinance.

The July 17, 2002 map is the most current map provided by the Nebraska Department of Aeronautics.

Discussion

The readoption of this language into the Grand Island zoning regulations will enable the City of Grand Island to protect the airport from encroachments in the approach and turning zones. This is will protect the investment made by the local, state and national governments in this infrastructure.

O'Neill opened the Public Hearing.

The Planning Commission held a public hearing on the proposed changes at their meeting on February 1, 2012. No members of the public spoke in favor or against the proposed changes.

There was no further discussion.

O'Neill closed the Public Hearing.

A motion was made by McCarty and seconded by Hayes to approve the amendments to Chapter 36 of the Grand Island City Code. The motion carried with 10 members present and all voting in favor (McCarty, O'Neill, Ruge, Bredthauer, Reynolds, Haskins, Hayes, Connelly, Monter and Snodgrass) and no members abstaining.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the proposed changes as recommended.

Sample Motion

Move to approve the proposed changes to Chapter 36 as recommended and shown in Ordinance No. 9364.



City of Grand Island

Tuesday, February 14, 2012

Council Session

Item E7

Public Hearing on the One & Six Year Street Improvement Plan

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Terry Brown, Manager of Engineering Services

Meeting: February 14, 2012

Subject: Public Hearing on the One & Six Year Street Improvement Plan

Item #'s: E-7 & I-5

Presenter(s): John Collins, Public Works Director
Terry Brown, Manager of Engineering Services

Background

Adoption of a One and Six Year Street Improvement Program is mandatory by State Law as part of the requirements to receive approximately three million dollars of state gas tax funds each year. The Public Works Department develops this program through a process to prioritize street projects taking into consideration many factors such as:

- Availability of funds
- Condition of the street
- Traffic Counts
- Eligibility for State/Federal funds
- Redevelopment patterns
- Public/Council input

The process this year was expanded to include the 400 Capital Improvement Program (CIP) scoring and ranking system that was first presented at the February 2009 City Council Retreat.

The City engages in a public process to assure input into the policy making process. The proposed One & Six Year Street Improvement Program is a result of the following steps:

- Tuesday, January 24, 2012 - City Council referred plan to Regional Planning Commission
- Wednesday, February 1, 2012 - Regional Planning Commission conducted a Public Hearing and forwarded the recommendation to the City Council
- Tuesday, February 14, 2012 - City Council hears presentation from staff, conducts Public Hearing and passes a Resolution adopting the plan

- February 26th – 1 & 6 year Street Improvement Program due at the Nebraska Department of Roads

Discussion

A public hearing was conducted, testimony received and discussion held on the One & Six Year Street Improvement Program at the Grand Island/Hall County Regional Planning Commission meeting on February 1, 2012. The commission forwarded the 1 & 6 Year Street Improvement Program to the council with a recommendation for approval.

The projects listed in the 1 & 6 Year Plan for calendar year 2012 are considered definite projects. These projects were in the approved fiscal year 2012 budget. Many of the projects listed in the 1 & 6 Plan for 2013 through 2017 are included in the City's budget, but are subject to schedule changes depending upon coordination and approval of state and federal funding.

Alternatives

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

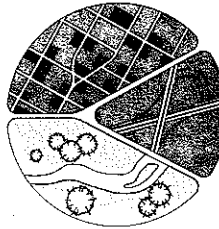
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

Public Works Administration recommends that the Council conduct a Public Hearing and approve the One and Six Year Street Improvement Program.

Sample Motion

Move to approve the One and Six Year Street Improvement Program.



THE REGIONAL PLANNING COMMISSION of Hall
County, Grand Island, Wood River and the Villages
of Alda, Cairo and Doniphan, Nebraska

February 2, 2012

Honorable Jay Vavricek, Mayor
And Members of the Council
City Hall 100 E. 1st Street
Grand Island, NE 68801

Dear Members of the Council:

**RE: ADOPTION OF THE 1 & 6 YEAR STREET IMPROVEMENT PLANS FOR THE
CITY OF GRAND ISLAND.**

At the meeting of the Regional Planning Commission, held February 1, 2012, the above item was considered following a public hearing. This item is to adopt the new 1 & 6 year street improvement plan for the City Of Grand Island.

Terry Brown, Public Works Manager of Engineering Services , discussed the Grand Island 1 & 6 Year Street Improvement Plan.

Brown briefed members on: 2012 Projects, which included street construction, street resurfacing, drainage & flood control and other projects.

A motion was made by McCarty and seconded by Reynolds, to recommend approval of the Grand Island 1 & 6 Year Street Improvement Plan as submitted.

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

Yours truly,

Chad Nabity AICP
Planning Director

2012 Construction Season					
(All costs in \$1,000s)					
	No.	Project Description	Total Project	State Federal Other	City Cap. Impr. Fund
Street Construction					
M310-	89	Capital Avenue Widening - Webb Road to Broadwell - PE	\$320	\$256	\$64
M310-	411	Husker Highway from US Highway 281 to Locust St	\$2,794	\$2,674	\$120
M310-	508	US Hwy 30 Drainage Improvements	\$892	\$572	\$320
M310-	515	Quiet Zone - UPRR Corridor - Oak, Pine, Elm & Walnut	\$247	\$140	\$107
M310-	537	Realign Walnut Ent. @ Custer / 15th St w/ Signal	\$291	\$227	\$64
M310-	578	Highway 30 Concrete Repair (W of US Hwy 30 to Grant St)	\$847	\$423	\$424
M310-	579	Misc Federal Aid Resurfacing - Various Locations	\$385	\$308	\$77
M310-	591	Broadwell Avenue Shoulder Improvement @ BNSF	\$40		\$40
Street Resurfacing					
M310-	593	Annual Asphalt Resurfacing Project	\$750		\$610
Drainage & Flood Control					
M310-	267	Wood River/Blaine Bridge - Design	\$30		\$30
M310-	459	Southwest Drainage Project (CCC to Wood River) [moving \$70k from Independence Ave Drainage]	\$500		\$500
M310-	461	Construction of NW GI Flood Control Project	\$850	\$475	\$375
M310-	544	Concrete Lining of Drainage Ditches	\$50		\$50
M310-	595	Highway 281 Drainage Project - Phase I (moving \$125k from Comp Drainage Plan)	\$125		\$125
M310-	596	Storm Cell Improvements	\$10		\$10
Other					
M310-	447	Trail along Moores Creek Drain - State to Capital Connector	\$504	\$404	\$100
M310-	572	Annual Sidewalk Projects	\$25		\$25
M310-	590	Third & Wheeler Downtown Historical Lighting Project	\$308	\$308	
M310-	597	Annual Handicap Ramp Installation Project	\$125		\$125
Totals:			\$9,093	\$5,787	\$3,166

2013 Construction Season					
(All costs in \$1,000s)					
	No.	Project Description	Total Project	State Federal Other	City Cap. Impr. Fund
Street Construction					
M310-	508	US Highway 30 Drainage Improvements	\$ 382	\$ 243	\$ 139
M310-	89	Capital Ave Widening - Webb Road to Broadwell - PE/ROW	\$ 310	\$ 248	\$ 62
M310-	267	Blaine St bridges over Wood River	\$ 100		\$ 100
M310-	584A	Stolley Park Corridor Improvements (Design)	\$ 20		\$ 20
M310-	535A	Barr Middle School Traffic Circulation Improvements (Design)	\$ 20		\$ 20
M310-	598	Airport Rd & Sky Park Rd Intersection Improvements	\$ 60		\$ 60
M310-	579	Misc Federal Aid Resurfacing - Various Locations	\$ 3,010	\$ 2,408	\$ 602
Street Resurfacing					
M310-	546	Annual Paving Program (Assessment Districts) - W Stolley Park Rd & Westwood Park Sub	\$ 920		\$ 920
M310-	599	Sky Park Improvements - Airport Rd to Abbott Rd	\$ 700		\$ 700
M310-	600	Annual Asphalt Resurfacing Project	\$ 750		\$ 750
Drainage & Flood Control					
M310-	461	Construction of NW GI Flood Control Project	\$ 850	\$ 475	\$ 375
M310-	485	PVIP Drainage Project - Phase I (Design)	\$ 80		\$ 80
M310-	507	Independence Avenue Drainage - Design	\$ 80		\$ 80
M310-	507	Independence - Construct Culverts & Fill in West Ditch	\$ 350		\$ 350
M310-	549	Concrete Lining of Drainage Ditches	\$ 50		\$ 50
M310-	568	Update Moores Creek Drainage Plan	\$ 78	\$ 39	\$ 39
M310-	601	Storm Cell Improvements	\$ 10		\$ 10
M310-	602	Highway 281 Drainage Project - Phase II	\$ 125		\$ 125
Other					
M310-	572	Annual Sidewalk Projects	\$ 25		\$ 25
M310-	605	Trail along Broadwell Ave - Capital Ave to Eagle Scout Park - PE	\$ 42	\$ 34	\$ 8
Totals:			\$ 7,962	\$ 3,447	\$ 4,515

2014 Construction Season					
(All costs in \$1,000s)					
	No.	Project Description	Total Project	State Federal Other	City Cap. Impr. Fund
Street Construction					
M310-	89	Capital Ave Widening - Webb Rd to Broadwell Ave	\$ 3,795	\$ 3,036	\$ 759
M310-	353	Faidley Avenue - North Rd east to Irongate Ave (approx. 2,000')	\$ 700		\$ 700
M310-	518	Quiet Zone - UPRR Corridor - Lincoln, Broadwell & Blaine/Custer	\$ 530	\$ 100	\$ 430
M310-	584	Stolley Park Corridor Improvements	\$ 1,000	\$ 900	\$ 100
M310-	535	Barr Middle School Traffic Circulation Improvements	\$ 360		\$ 360
M310-	580	Highway 281 Southbound Repair	\$ 200	\$ 100	\$ 100
M310-	581	US Highway 30 Resurfacing - West City Limits to Highway 281	\$ 4,360	\$ 4,160	\$ 200
M310-	606	Webb Rd & State St Intersection (Geometrics)	\$ 50		\$ 50
M310-	607	Diers Ave & State Street / US Hwy 281 - Design (Geometrics)	\$ 100		\$ 100
M310-	608	Locust St & Anna St (Geometrics)	\$ 75		\$ 75
M310-	609	Sky Park Road Improvements (Capital Ave to Airport Rd)	\$ 800		\$ 800
M310-	610	Sycamore St Underpass - Complete Rebuild/Rehab (drainage/pavement) - Phase I	\$ 500		\$ 500
Street Resurfacing					
M310-	611	Annual Asphalt Resurfacing Project	\$ 750		\$ 750
Drainage & Flood Control					
M310-	461	Construction of NW GI Flood Control Project	\$ 850	\$ 475	\$ 375
M310-	559	Concrete Lining of Drainage Ditches	\$ 50		\$ 50
M310-	612	Highway 281 Drainage Project - Phase III	\$ 125		\$ 125
M310-	613	Storm Cell Improvements	\$ 10		\$ 10
M310-	603	Comprehensive Drainage Plan	\$ 125		\$ 125
M310-	614	PVIPDrainage Project - Phase II	\$ 750		\$ 750
Other					
M310-	604	Highway 281 Safety Enhancement Improvement Project	\$ 1,000	\$ 800	\$ 200
M310-	517	Trail along Broadwell Ave - Capital Ave to Eagle Scout Lake	\$ 210	\$ 168	\$ 42
M310-	572	Annual Sidewalk Projects	\$ 25		\$ 25
Totals:			\$ 16,365	\$ 9,739	\$ 6,626

		2015 Construction Season			
(All costs in \$1,000s)					
	No.	Project Description	Total Project	State Federal Other	City Cap. Impr. Fund
Street Construction					
M310-	611	Sycamore St Underpass - Complete Rebuild/Rehab (drainage/pavement) - Phase II	\$ 500		\$ 500
M310-	458	Signal @ US Highway 34/281 and Wildwood Rd	\$ 150		\$ 150
Street Resurfacing					
M310-	616	Annual Asphalt Resurfacing Project	\$ 750		\$ 750
Drainage & Flood Control					
M310-	461	Construction of NW GI Flood Control Project	\$ 850	\$ 475	\$ 375
M310-	563	Concrete Lining of Drainage Ditches	\$ 50		\$ 50
M310-	617	Storm Cell Improvements	\$ 10		\$ 10
Other					
M310-	497	Lighting on US Highway 281 from Stolley Park Rd to Old Potash Hwy	\$ 250		\$ 250
M310-	517	Trail along Broadwell Ave - Capital Ave to Eagle Scout Lake	\$ 820	\$ 656	\$ 164
M310-	572	Annual Sidewalk Projects	\$ 25		\$ 25
Totals:			\$ 3,405	\$ 1,131	\$ 2,274

		2016 Construction Season			
	No.	Project Description	Total Project	State Federal Other	City Cap. Impr. Fund
Street Resurfacing					
M310-	611	Sycamore St Underpass - Complete Rebuild/Rehab (drainage/pavement) Phase III	\$ 500		\$ 500
M310-	618	Eddy Street Underpass Complete Rebuild/Rehab (drainage/pavement) - Phase I	\$ 500		\$ 500
Street Resurfacing					
M310-	619	Annual Asphalt Resurfacing Project	\$ 750		\$ 750
Drainage & Flood Control					
M310-	461	Construction of NW GI Flood Control Project	\$ 850	\$ 475	\$ 375
M310-	573	Concrete Lining of Drainage Ditches	\$ 50		\$ 50
M310-	620	Storm Cell Improvements	\$ 10		\$ 10
Other					
M310-	572	Annual Sidewalk Projects	\$ 25		\$ 25
Totals:			\$ 2,685	\$ 475	\$ 2,210

2017 and After Construction					
	No.	Project Description	Total Project	State Federal Other	City Cap. Impr. Fund
Street Construction					
M310-	618	Eddy St Underpass Complete Rebuild/Rehab (drainage/pavement) - Phase II & III	\$ 1,000		\$ 1,000
M310-	352	Hwy 30 Relocation - US 281 West	\$ 18,000	\$ 9,000	\$ 9,000
M310-	499A	Broadwell Ave/UPRR - Environmental Study/Preliminary Engineering	\$ 640		\$ 640
M310-	499A	Broadwell Ave/UPRR - Final Design & ROW Appraisal	\$ 128		\$ 128
M310-	499A	Broadwell Ave/UPRR - ROW	\$ 1,000		\$ 1,000
M310-	499	Broadwell Ave/UPRR - Construction	\$ 10,800	\$ 8,640	\$ 2,160
M310-	502	Shady Bend Rd @ UPRR -E Bypass	\$ 16,000	\$ 12,800	\$ 3,200
M310-	520	Capital Ave - Broadwell Ave to St Paul Rd	\$ 1,000		\$ 1,000
M310-	521	Swift Rd - WWTP to Stuhr Rd	\$ 450		\$ 450
M310-	528	State/Diers Intersection Improvements	\$ 390		\$ 390
M310-	533	Husker Hwy W of US Hwy 34/281 Intersection	\$ 1,200		\$ 1,200
M310-	538	Capital Ave & North Rd Intersection Improvement	\$ 360		\$ 360
M310-	539	3rd St Widening - Adams to Eddy	\$ 90		\$ 90
M310-	540	North Rd & 13th St Intersection Improvements	\$ 300		\$ 300
M310-	545	Signal @ US Hwy 34/281 and Rae Rd	\$ 135	\$ 68	\$ 67
M310-	550	Left Turn Lane - North Rd @ NWHS	\$ 56		\$ 56
M310-	551	Stolley Park Rd & North Rd Intersection	\$ 146		\$ 146
M310-	552	Left Turn Lane on Husker Hwy @ HLHS	\$ 62		\$ 62
M310-	553	Left Turn Lane on 13th @ Redwood/Mansfield	\$ 62		\$ 62
M310-	554	Resurface Wildwood from US Hwy 281 to Locust St	\$ 876		\$ 876
M310-	556	North Rd over UPRR	\$ 7,600	\$ 6,080	\$ 1,520
M310-	564	Stolley - Fonner/HEC/Fair Entrance to Stuhr Rd	\$ 920		\$ 920
M310-	574	Misc. Signals - TBD	\$ 112		\$ 112
M310-	583	North Rd & Old Potash Intersection Improvements	\$ 300		\$ 300
M310-	585	State Street - Webb Rd to Broadwell Ave Safety Improvement	\$ 1,500	\$ 1,350	\$ 150
M310-	586	Broadwell Ave - Capital to Airport Rd	\$ 6,000		\$ 6,000
M310-	587	Webb Rd - UPRR to south of Stolley Park Rd	\$ 7,500		\$ 7,500
M310-	588	Blaine St - Schimmer Dr to Wildwood Dr	\$ 1,000		\$ 1,000
Street Resurfacing					
M310-		Annual Asphalt Resurfacing Project	\$ 750		\$ 750
Drainage & Flood Control					
M310-	511	Moore's Creek - Old Potash to Edna	\$ 150		\$ 150
M310-	576	Misc. Major Drainage Development	\$ 500	\$ 250	\$ 250
M310-	589	Concrete Lining of Drainage Ditches	\$ 50		\$ 50
Other					
M310-	527	Misc. Safety Projects - TBD	\$ 150		\$ 150
M310-	565	Trail along Locust from US Hwy 34 to Stagecoach	\$ 600	\$ 480	\$ 120
M310-	572	Annual Sidewalk Projects	\$ 25		\$ 25
Totals:			\$ 79,852	\$ 38,668	\$ 41,184



City of Grand Island

Tuesday, February 14, 2012

Council Session

Item E8

**Public Hearing on Acquisition of Utility Easement - 1819 East 7th
Street - Global Industries & Eihusen**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: February 14, 2012

Subject: Acquisition of Utility Easement – 1819 East 7th Street –
Global Industries & Eihusen

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

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Global Industries and D. J. Eihusen, having Power of Attorney for Robert G. Eihusen, located along the east side of the building located at 1819 East 7th Street, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used to place underground conduit, high voltage power cable, and a pad-mounted transformer to provide electrical power to the new business opened by Global Industries.

Alternatives

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

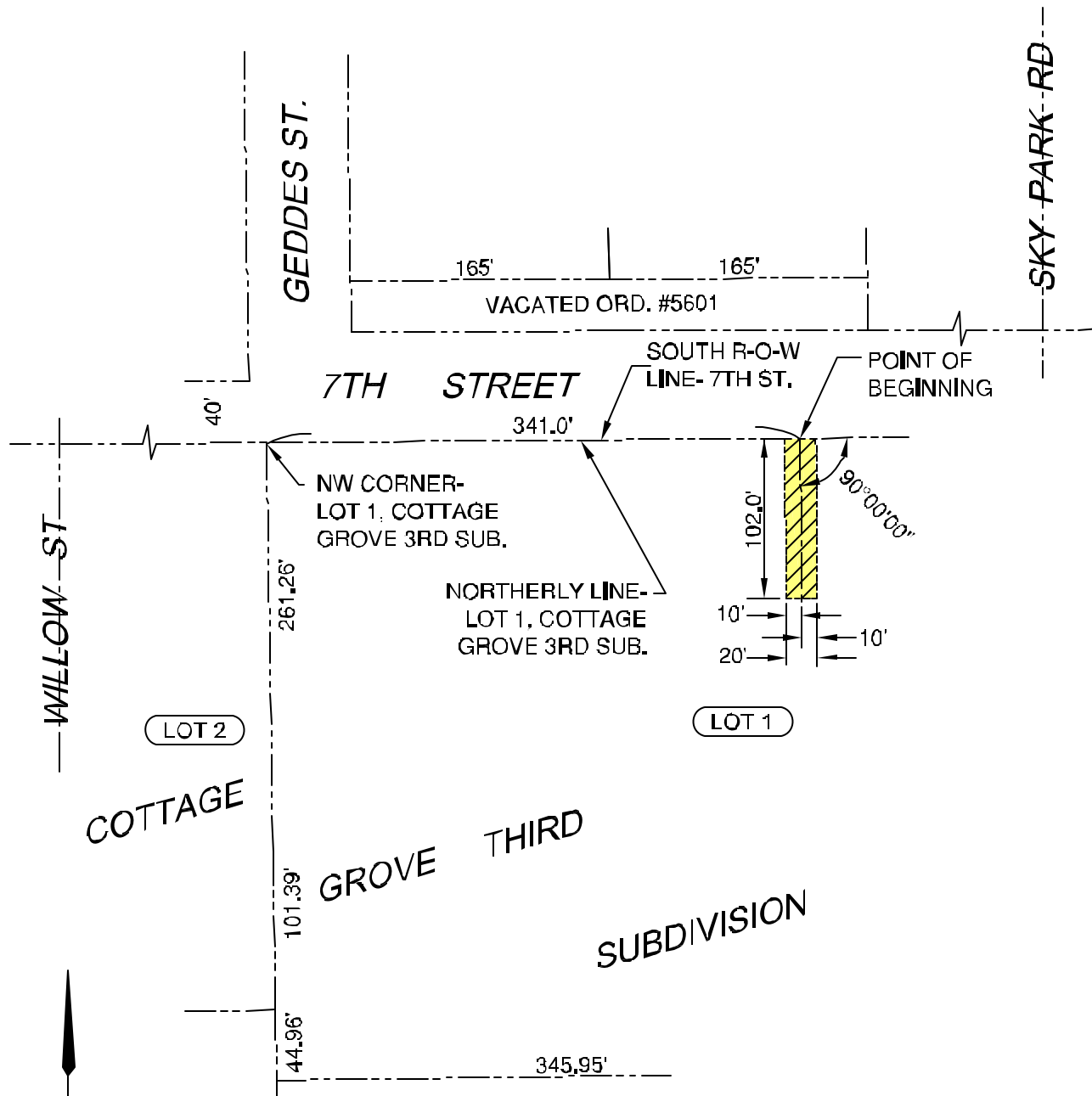
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.



LEGEND



INDICATES 20' WIDE
UTILITY EASEMENT

CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: K.J.M.

SCALE: 1" = 100'

DATE: 1/26/2012

FILE: COTTAGE



City of Grand Island

Tuesday, February 14, 2012

Council Session

Item F1

#9361 - Consideration of Determining Benefits for Street Improvement District No. 1256; Capital Avenue from the Moores Creek Drain to Webb Road

This item relates to the aforementioned Board of Equalization item D-1.

Staff Contact: John Collins, Public Works Director

ORDINANCE NO. 9361

An ordinance assessing and levying a special tax to pay the cost of construction of Street Improvement District No. 1256 of the City of Grand Island, Nebraska; providing for the collection of such special tax; repealing any provisions of the Grand Island City Code, ordinances, and 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. There is hereby assessed upon the following described lots, tracts and parcels of land specially benefited, for the purpose of paying the cost of construction of said street improvements in said Street Improvement District No. 1256, as adjudged by the Mayor and Council of the City, to the extent of benefits thereto by reason of such improvement, after due notice having been given thereof as provided by law; and a special tax for such cost of construction is hereby levied at one time upon such lots, tracts and land as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
<u>Street Improvement District No. 1256</u>		
The Pinnacle Agency LLC	Lot 10, Bosselman 2 nd Subdivision	\$6,047.96
The Pinnacle Agency LLC	Lot 11, Bosselman 2 nd Subdivision	\$34,271.79
Dale L & Shirley Skow	Lot 12, Bosselman 2 nd Subdivision	\$44,335.36

ORDINANCE NO. 9361 (Cont.)

Mid Nebraska Foundation Inc.	Lot 13, Bosselman 2 nd Subdivision	\$7,831.63
Bosselman Inc.	S 100' Lot 1, Bosselman Subdivision	\$2,878.83
Bosselman Inc.	Lot 2, Bosselman Subdivision	\$34,606.93
Bluestem Properties LLC	Lot 3, Bosselman Subdivision	\$37,497.37
Bluestem Properties LLC	Lot 4, Bosselman Subdivision	\$3,289.69
Casey Retail Copmany	Lot 1, Block 1, Dickey Subdivision	\$28,792.34
Library Restaurant & Lounge Inc.	S 64' of S ½ Lot 2, Block 1, Dickey Subdivision	\$1,044.28
Robert D & Patricia J Hancock	Lot 1, Bels 2 nd Subdivision	\$7,815.74
Robert D & Patricia J Hancock	Lot 2, Bels 2 nd Subdivision	\$7,975.25
Robert D & Patricia J Hancock	Lot 3, Bels 2 nd Subdivision	\$7,975.25
Robert D & Patricia J Hancock	Lot 4, Bels 2 nd Subdivision	\$7,975.25
Janiece Jones Trustees	Lot 5, Bels 2 nd Subdivision	\$7,975.25
Janiece Jones Trustees	Lot 6, Bels 2 nd Subdivision	\$7,975.25
Buck's Rental Inc.	Lot 7, Bels 2 nd Subdivision	\$7,975.25
Buck's Rental Inc.	Lot 8, Bels 2 nd Subdivision	\$7,975.25
Buck's Rental Inc.	Lot 9, Bels 2 nd Subdivision	\$7,975.25
Thomas J Lemke	Lot 2, Lemke Subdivision	\$3,370.73
Jeff & Jamie A Vinson	Lot 1, Lemke Subdivision	\$12,579.76
City of Grand Island	Part of SE ¼, SE ¼ of Section 1-11-10 Detention Cell D-1	\$29,836.62
O'Connor Enterprises Inc.	Parcel 1: A part of the SE ¼ of Section 1-11-10 West of the 6 th p.m., described as follows, to-wit: Commencing at a point at the SE corner of Section 1-11-10, running N 165' parallel to the center of the Road along the E section line; thence running in a westerly direction 264' parallel to the center of the road, along the S side of said Section; thence E 264' to the place of beginning, except a certain tract deeded to the City of Grand Island recorded as Document No.83-003899, Hall County, Nebraska. And part of the SE ¼ of Section 1-11-10 west of the 6 th p.m., more particularly described as follows: Beginning at a point on the E line of said SE ¼, which point is 165' N of the SE corner of said SE ¼ of said Section, running thence N along the E line of said SE ¼ 165', running thence W parallel to the S line of said SE ¼ of said Section 264', running thence S parallel to the E line of said SE ¼, 165', running thence E parallel to the S line of said SE ¼ 264' to the actual point of beginning.	\$37,023.90
Northwest Crossings LLC	Lot 1, Bels Subdivision	\$6,899.52
DBA Gateway Shopping Center		
Northwest Crossings LLC	Lot 2, Bels Subdivision	\$6,851.13
DBA Gateway Shopping Center		
Northwest Crossings LLC	Lot 3, Bels Subdivision	\$6,794.69
DBA Gateway Shopping Center		
Northwest Crossings LLC	Lot 4, Bels Subdivision	\$6,753.56
DBA Gateway Shopping Center		
Northwest Crossings LLC	Lot 5, Bels Subdivision	\$6,733.40
DBA Gateway Shopping Center		
Northwest Crossings LLC	Lot 6, Bels Subdivision	\$6,733.40

ORDINANCE NO. 9361 (Cont.)

Northwest Crossings LLC DBA Gateway Shopping Center	Lot 7, Bels Subdivision	\$6,733.40
Northwest Crossings LLC DBA Gateway Shopping Center	Lot 8, Bels Subdivision	\$6,167.84
Gordman Grand Island LLC	N 300' of Lot 4, Grand Island Plaza Subdivision	\$28,191.49
Gordman Grand Island LLC	Lot 3, Grand Island Plaza Subdivision	\$52,100.57
Gordman Grand Island LLC	Lot 2, Grand Island Plaza Subdivision	\$9,016.88
Gordman Grand Island LLC	A tract of land comprising of part of the E ½ of the NE ¼ of Section 12-11-10 west of the 6 th p.m., Hall County, Nebraska, more particularly described as follows: Commencing at a pint 75' E of the NW corner of said E ½ NE ¼ on the N line of said E ½ NE ¼; thence continuing easterly along the N line of said E ½ NE ¼ a distance of 200'; thence southerly and parallel to the westerly line of said E ½ NE ¼ a distance of 217.8'; thence westerly and parallel to the N line of said E ½ NE ¼ a distance of 200' to a point on the easterly right of way of US Highway No. 281; thence northerly along and upon the E right of way line of US Highway No. 281 a distance of 217.8' to the point of beginning.	\$29,346.33
John R Menard	Lot 6, Menard 2 nd Subdivision	\$38,567.49
Southeast Crossing LLC	Lot 7, Menard 2 nd Subdivision	\$1,069.20
City of Grand Island	Pt NW ¼, NE ¼, Section 12-11-10 Detention Cell C-1	\$59,553.89
John R Menard	Lot 3, Menard 2 nd Subdivision	\$20,455.15
John R Menard	Lot 2, Menard 2 nd Subdivision	\$37,756.19
City of Grand Island Utilities Substation	Beginning at the N ¼ corner of Section 12-11-10 West of the 6 th p.m.; thence on an assumed bearing of S 89° 20' 09" E along the N line of the NW ¼ of the NE ¼ of said Section 12, a distance of 75'; thence S 00° 03' 30" E along a line parallel to the W line of the NW ¼ of the NE ¼ of said Section 12, a distance of 33' to the S right of way line of Capital Avenue; thence continuing s 00° 03' 30" E , a distance of 237'; thence s 89° 20' 09" E, a distance of 248'; thence N 89° 20' 09" W along a line parallel to the N line of the NW ¼ of the NE ¼ of said Section 12 a distance of 323' to a point on the W line of the NW ¼ of the NE ¼ of said Section 12; thence N 00° 03' 30" W along the W line of the NW ¼ of the NE ¼ of said Section 12, a distance of 537' to the S right of way line of Capital Avenue; thence continuing N 00° 03' 30" W, a distance of 33' to the point of beginning, containing 2.68 acres, more or less, all as shown on the plat marked Exhibit "A", dated 7-18-95, attached hereto and incorporated herein by reference.	\$13,895.80
City of Grand Island	Part of NE ¼, NW 1/4 of Section 12-11-10, being 80'x307' (Moores Creek Drainway)	\$12,902.32
City of Grand Island	Part of SE ¼ of SW ¼, Section 1-11-10, being 80'x307' (Moores Creek Drainway)	\$12,902.32
WBP Partnership	Part of the E ½ of the NE ¼ of Section 12-11-10 West of the 6 th p.m., Hall County, Nebraska, more particularly described as follows: Beginning at a point on the Section	\$8,382.48

ORDINANCE NO. 9361 (Cont.)

line, said point being 200; S of the NE corner of said Section 12; running thence W and parallel to the N section line of said Section 12, a distance of 418'; running thence S parallel to the E section line of said Section 12, a distance of 228'; running thence E parallel to the N section line of said Section 12, a distance of 418'; running thence N on the section line of said Section 12, a distance of 228' to the point of beginning, except for parts deeded in Deeds recorded as Document No. 83-004647 and Document No. 84-001480 in the Register of Deeds Office, Hall County, Nebraska.

TOTAL

\$732,831.98

SECTION 2. The special tax shall become delinquent as follows: One-tenth of the total amount shall become delinquent in fifty days; one-tenth in one year; one-tenth in two years; one-tenth in three years; one-tenth in four years; one-tenth in five years; one-tenth in six years; one-tenth in seven years; one-tenth in eight years; and one-tenth in nine years respectively, after the date of such levy; provided, however, the entire amount so assessed and levied against any lot, tract or parcel of land may be paid within fifty days from the date of this levy without interest, and the lien of special tax thereby satisfied and released. Each of said installments, except the first, shall draw interest at the rate of seven percent (7.0%) per annum from the time of such levy until they shall become delinquent. After the same become delinquent, interest at the rate of fourteen percent (14.0%) per annum shall be paid thereof, until the same is collected and paid.

SECTION 3. The treasurer of the City of Grand Island, Nebraska is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "Street Improvement Fund" for Street Improvement District No. 1256.

ORDINANCE NO. 9361 (Cont.)

SECTION 5. Any provision of the Grand Island City Code, and any provision of any ordinance, or part of ordinance, in conflict herewith is hereby repealed.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: February 14, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 14, 2012

Council Session

Item F2

**#9362 - Consideration of Request to Rezone Property Located at
1115 & 1116 Cedar Ridge Court from RD - Residential
Development to R4 - High Density Residential**

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9362

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land described as Lots 1 and 2 of Oak Pointe Subdivision, from RD Residential Development Zone to R4 High Density Residential, directing the such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; amending the zoning map pursuant to Chapter 36; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on February 1, 2012, held a public hearing and made a recommendation on the proposed zoning of such area; and

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

WHEREAS, the requested change is found to be in compliance with the Comprehensive Development Plan of the City of Grand Island as adopted July 13, 2004 and subsequently amended; and

WHEREAS, after public hearing on February 14, 2012, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tracts of land are hereby rezoned, reclassified and changed from RD Residential Development Zone to R4 High Density Residential:

Described Lots 1 and 2 of Oak Pointe Subdivision, in the City of Grand Island, Hall County, Nebraska.

ORDINANCE NO. 9362 (Cont.)

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

SECTION 3. That this ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in pamphlet format as provided by law.

Enacted: February 14, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 14, 2012

Council Session

Item F3

#9363 - Consideration of Annexation of Property Located South of US Highway 34 and West of South Blaine Street - Annexation Area 8b (includes Rainbow Lake Area).

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

Staff Contact: Chad Nabity

* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9363

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, tracts of land east of Blaine Street and south of U.S. Highway 34 along with all adjoining public Right-of-Way in Hall County, Nebraska referenced as annexation area '8b' as more particularly described hereinafter and as shown on Exhibit "A" attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, after public hearing on January 4, 2012, the Regional Planning Commission recommended the approval of annexing into the City of Grand Island, the following tract of land in Hall County, Nebraska:

Beginning At A Point On The East Line Of The Southwest Quarter Section 28-11-9 Where It Intersects The North Right Of Way Line Of Nebraska Hwy 34, Husker Highway Said Point Being 92.4' North Of The Quarter Corner Common To The Southwest Quarter Section 28-11-9 And The Northwest Quarter Section 33-11-9 Thence Southerly On The Easterly Line Of Southwest Quarter Of Section 28-11-9 For A Distance Of 92.4' To The Southeast Corner Of Southwest Quarter Section 28-11-9 Thence Continuing Southerly On The East Line Of Northwest Quarter Section 33-11-9 To The Southeast Corner Of Said Northwest Quarter Section 33-11-9 Thence Continuing Southerly On The East Line Of The Southwest Quarter Section 33-11-9 For A Distance

Approved as to Form	<input type="checkbox"/> _____
February 10, 2012	<input type="checkbox"/> City Attorney

ORDINANCE NO. 9363 (Cont.)

Of 153.29' Thence Westerly On A Line 153.29' South Of And Parallel To The North Line Of Said Southwest Quarter Section 33-11-9 To A Point On The West Line Of Section 33-11-9 Thence Northerly On The West Line Of Section 33-11-9 To The Southwest Corner Of Rainbow Lake Third Subdivision Thence Continuing North On The West Line Of Rainbow Lake Third Subdivision, Rainbow Lake Subdivision To The Northwest Corner Of Rainbow Lake Subdivision, Said Point Also Being The Northwest Corner Of North Half Of South Half Of Northwest Quarter Section 33-11-9 Thence Continuing Northerly On The West Line Of Section 33-11-9 To The Northwest Corner Lake Heritage Subdivision Thence Easterly On The North Line Of Lake Heritage Subdivision For A Distance Of 357' Thence Southeasterly On A Line For A Distance Of 136.52' Thence Southwesterly On A Line For A Distance Of 91.01' To The North Line Of Bass Road Thence South On A Line Perpendicular To The North Line Of Bass Road To The South Line Of Bass Road Thence Easterly On The South Line Of Bass Road To A Point Being An Extension Of The East Line Of Lake Heritage Second Subdivision Thence Northerly On The Line Of Lake Heritage Second Subdivision And Said Extension To A Point 223.81' North Of The North Line Of Bass Road Thence Northeasterly On A Line For A Distance Of 128.88' Thence Northerly On A Line For A Distance Of 588.44' To A Point On The South Line Of Lot 5 Lake Heritage Second Subdivision Thence Northeasterly On A Line For A Distance Of 74.74' Thence Northerly On The East Line Of Lot 5 Lake Heritage Second Subdivision And An Extension There Of To The North Line Of Nebraska State Highway No. 34 Thence Easterly On The North Line Of Nebraska Highway 34, Husker Highway To the Point Of Being.

WHEREAS, after public hearing on February 14, 2012, the City Council of the City of Grand Island found and determined that such annexation be approved; and

WHEREAS, on February 14, 2012, the City Council of the City of Grand Island approved such annexation on first reading.

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

SECTION 1. It is hereby found and determined that:

(A) The above-described tracts of land are urban or suburban in character, and that the subject properties are contiguous or adjacent to the corporate limits of said City.

ORDINANCE NO. 9363 (Cont.)

(B) The subject lands will receive the material benefits and advantages currently provided to land within the City's corporate limits including, but not limited to police, fire, emergency services, street maintenance, and utilities services upon annexation to the City of Grand Island, Nebraska, and that City electric, water and sanitary sewer service is available, or will be made available, as provided by law.

(C) The various zoning classifications of the land shown on the Official Zoning Map of the City of Grand Island, Nebraska, are hereby confirmed and that this annexation will have no impact on the extraterritorial zoning jurisdiction.

(D) There is unity of interest in the use of the said tract of land, lots, tracts, highways and streets (lands) with the use of land in the City, and the community convenience and welfare and in the interests of the said City will be enhanced through incorporating the subject land within the corporate limits of the City of Grand Island.

(E) The plan for extending City services is hereby approved and ratified as amended.

SECTION 2. The boundaries of the City of Grand Island, Nebraska, be and are hereby extended to include within the corporate limits of the said City the contiguous and adjacent tract of land located within the boundaries described above.

SECTION 3. The subject tract of land is hereby annexed to the City of Grand Island, Hall County, Nebraska, and said land and the persons thereon shall thereafter be subject to all rules, regulations, ordinances, taxes and all other burdens and benefits of other persons and territory included within the City of Grand Island, Nebraska.

SECTION 4. The owners of the land so brought within the corporate limits of the City of Grand Island, Nebraska, are hereby compelled to continue with the streets, alleys,

ORDINANCE NO. 9363 (Cont.)

easements, and public rights-of-way that are presently platted and laid out in and through said real estate in conformity with and continuous with the streets, alleys, easements and public rights-of-way of the City.

SECTION 5. That a certified copy of this Ordinance shall be recorded in the office of the Register of Deeds of Hall County, Nebraska and indexed against the tracts of land.

SECTION 6. Upon taking effect of this Ordinance, the services of said City shall be furnished to the lands and persons thereon as provided by law, in accordance with the Plan for Extension of City Services adopted herein.

SECTION 7. That all ordinances and resolutions or parts thereof in conflict herewith are hereby repealed.

SECTION 8. This ordinance shall be in full force and effect from and after its passage, approval and publication, in pamphlet form, as provided by law.

Enacted: February 14, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

ORDINANCE NO. 9363 (Cont.)

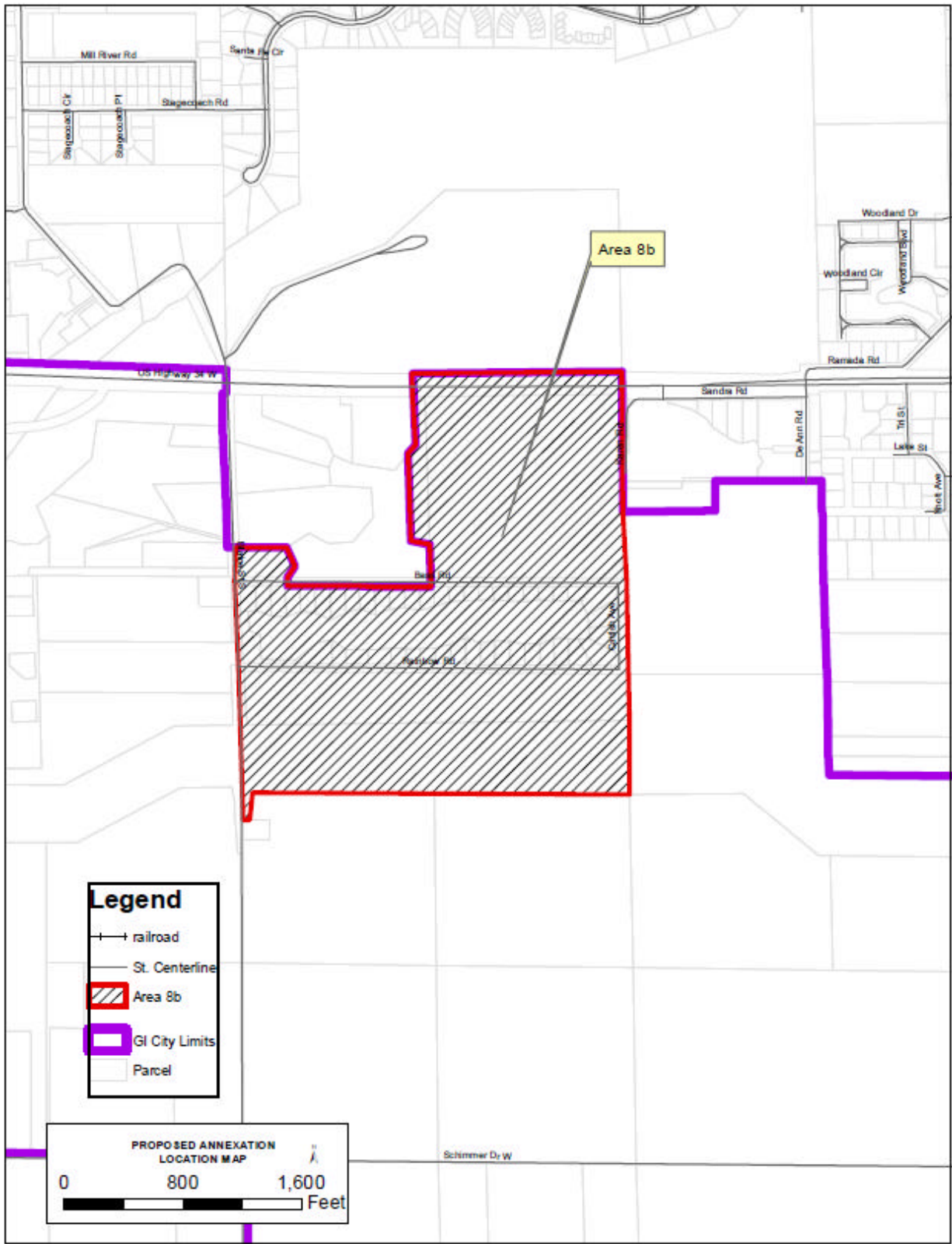


Exhibit A



City of Grand Island

Tuesday, February 14, 2012

Council Session

Item F4

#9364 - Consideration of Addition to Chapter 36 of the Grand Island City Code Relative to Airport Approach and Turning Zones

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9364

An ordinance to amend Chapter 36 of the Grand Island City Code specifically, to add Section 36-46 pertaining to the Airport Approach and Turning Zone and to repeal 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 36-46 of the Grand Island City Code is hereby amended to read as follows:

§36-46 Airport Approach and Turning Zones

(A) Height Restrictions: Notwithstanding height restrictions specified for any specific zone set forth herein, no building, vegetation, or use of land shall be constructed, moved in, or permitted to grow to a height exceeding the limits indicated on the zoning map entitled "Airport Approach and Turning Zone" as shown on a zoning map prepared by the Nebraska Department of Aeronautics, Engineering Division, dated November 12, 1974, revised January 17, 1985 and as amended July 17, 2002, by the Nebraska Department of Aeronautics Engineering Division for the Central Nebraska Regional Airport, Grand Island, Nebraska, and on file with the city clerk, which is part of this ordinance.

SECTION 2. Section 36-46 as existing prior to this amendment, and any ordinances or parts of ordinances in conflict herewith, are repealed.

SECTION 3. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

SECTION 4. That this ordinance shall be in force and take effect March 1, 2012.

Enacted: February 14, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 10, 2012	☐ City Attorney



City of Grand Island

Tuesday, February 14, 2012

Council Session

Item G1

Approving Minutes of January 24, 2012 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

January 24, 2012

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on January 24, 2012. Notice of the meeting was given in *The Grand Island Independent* on January 18, 2012.

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

INVOCATION was given by Pastor Chad Boling, First United Methodist Church, 4190 West Capital Avenue followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Vavricek introduced Community Youth Council members Ashley Bykerk and Brianna Vitera along with Board member Erin Blauhorn.

City Administrator Mary Lou Brown updated Council on 13 legislative bills that had impact to the City. LB 729 – Update Community Development Law; :LB 745 - Occupation Taxes; LB 766 - Hazmat legislation; LB 813 - Credential Licensing; LB 847 - Enhanced 911 Wireless; LB 864 - Bond Recording Duties; LB 868 - Bi-Annual Budgets for First Class; LB 918 - Tax Increment Financing; LB 932 - Sanitary Improvement Districts Voting; LB 956 - Local Option Sales Tax; LB 1001 - Creation of a Building Code Advisory Committee; LB 1082 - Change in Police Pension Calculation; and LB 1114 - Municipal Equalization Fund.

Mayor Vavricek commented on an advertisement in the Grand Island Independent concerning the Wastewater Treatment Plant submitted by IBEW.

Councilmember Haase was recognized to speak and cited an order of the day. Mayor Vavricek ruled the member's point of order had no merit since the question was raised at the conclusion of the Mayor's comments.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of Russ Bolling, Firefighter/Paramedic for 20 Years of Service with the City of Grand Island. Mayor Vavricek and the City Council recognized Russ Bolling, Firefighter/Paramedic for 20 years of service with the City of Grand Island. Mr. Bolling was present for the recognition.

Recognition of the Central Nebraska Regional Airport. Mayor Vavricek and the City Council recognized the outstanding air service provided by the Central Nebraska Regional Airport (CNRA) to the people of central Nebraska. Executive Director Mike Olson commented on the successes of the airport. There was a 500% increase in boarding's over the last three plus years.

American Eagle was very pleased with the performance of Grand Island. Aligant Air had over a 90% load factor on every plane since 2008. Over the next few years they would construct a new terminal and expand the primary runway. The Airport would like to turn sewer lines over to the City. Over the next five years the Airport would expend over \$117,000,000. Harold Rosenkotter, 4110 Terra Circle spoke about the improvements at CNRA.

PUBLIC HEARINGS:

Public Hearing on Request from Gordo's, Inc. dba El Mariachi Authentic Mexican Food, 2418 North Webb Road, Suite A for a Class "I" Liquor License. This item was pulled from the agenda at the request of the Applicants attorney.

Public Hearing on Request from Rodrigo Sanchez dba El Centenario Bar & Grill, 316 East 2nd Street for a Class "C" Liquor License. RaNae Edwards, City Clerk reported that an application for a Class "C" Liquor License had been received from Rodrigo Sanchez dba El Centenario Bar & Grill, 316 East 2nd Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on December 21, 2011; notice to the general public of date, time, and place of hearing published on January 14, 2012; notice to the applicant of date, time, and place of hearing mailed on December 21, 2011; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. Jerry Janulewicz, 308 North Locust Street, attorney for the applicant spoke in support and introduced Rodrigo Sanchez. No further public testimony was heard.

Public Hearing on Acquisition of Real Estate Located South of the BNSF Railroad Tracks between Bismark Road and Stuhr Road (T & S Land Development, LLC). Utilities Director Tim Luchsinger reported that acquisition of real estate located south of the BNSF Railroad Tracks between Bismark Road and Stuhr Road was needed to relocate utility lines for the BNSF second track project. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Real Estate Located South of the BNSF Railroad Tracks between Bismark Road and Stuhr Road (Gary R. Jacobson, Lloyd B. & Carol J. Gunderson, Trustees o/b/o Jocar Living Trust). Utilities Director Tim Luchsinger reported that acquisition of real estate located south of the BNSF Railroad Tracks between Bismark Road and Stuhr Road was needed to relocate utility lines for the BNSF second track project. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Public Utility Easement in Timberline Second Subdivision (HBCC Timberline, LLC). Public Works Director John Collins reported that acquisition of a utility easement located in Timberline Second Subdivision was needed to allow for the construction, operation, maintenance, extension, repair, replacement, and removal of public utilities within the easement for the Burlington Northern Santa Fe Railroad double track project. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at 4030 East Highway 30 (Robert and Julie Stahla). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 4030 East Highway 30 was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers for the purpose of installing underground conduit, high voltage cable and a pad-mounted transformer to supply

three phase electricity to a new business. Staff recommended approval. No public testimony was heard.

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:

#9358 – Consideration of Vacation of a Utility Easement Located in Timberline Second Subdivision (HBCC Timberline LLC)

#9359 – Consideration of Vacation of Thorn Street West’s Subdivision (Personal Automotive Services, Inc.)

#9560 – Consideration of Vacation of a Utility Easement Located in Platte Valley Industrial Park Third Subdivision (4201 Gold Core Drive – Royce and Janice Carville)

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 Gericke second the motion. Upon roll call vote, all voted aye. Motion adopted.

Public Works Director John Collins reported Ordinance 9358 was a request from Burlington Northern Santa Fe Railroad to vacate a 30 foot wide utility easement and relocate it further north. Ordinance #9359 was a request from Personal Automotive Services, Inc. to vacate Thorn Street to be used for parking, storage and placement of a business sign. The City had no intended use for the street right-of-way. Ordinance #9560 was a request from Royce and Janice Carville to vacate a 55 foot wide utility easement to allow for future building expansion and detention pond for the FedEx property at 4201 Gold Core Drive.

Motion by Gericke, second by Haase to approve Ordinances #9358, #9359 and #9360.

City Clerk: Ordinances #9358, #9359 and #9360 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 #9358, #9359 and #9360 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 #9358, #9359 and #9360 are declared to be lawfully adopted upon publication as required by law.

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

Approving Minutes of January 10, 2012 City Council Regular Meeting.

Approving Minutes of January 17, 2012 City Council Special Meeting.

#2012-15 – Approving Acquisition of Real Estate Located South of the BNSF Railroad Tracks between Bismark Road and Stuhr Road (T & S Land Development, LLC).

#2012-16 – Approving Acquisition of Real Estate Located South of the BNSF Railroad Tracks between Bismark Road and Stuhr Road (Gary R. Jacobson, Lloyd B. & Carol J. Gunderson, Trustees o/b/o Jocar Living Trust).

#2012-17 – Approving Acquisition of Utility Easement Located at 4030 East Highway 30 (Robert and Julie Stahla).

#2012-18 – Approving State Bid Contract for (4) Four Police Vehicles with Anderson Ford, Grand Island, Nebraska in an Amount of \$106,096.00.

#2012-19 – Approving Bid Award for One (1) 2012 Four Wheel Drive Front End Loader for the Solid Waste Division with Nebraska Machinery of Doniphan, Nebraska in an Amount of \$218,533.00.

#2012-20 – Approving Acquisition of Public Utility Easement Located in Timberline Second Subdivision (HBCC Timberline LLC).

#2012-21 – Approving Union Pacific Railroad Pipeline Crossing Agreement – Sanitary Sewer District 527T – Wildwood Drive and Schimmer Drive.

#2012-22 – Approving Change Order #1 for Burdick Reservoir Painting with Linder Painting, Inc. of Seward, Nebraska for an Increase of \$2,900.00 and a Revised Contract Amount of \$397,020.00.

REQUEST S AND REFERRALS:

Approving Referral of the One & Six Year Street Improvement Plan to the Regional Planning Commission. Public Works Engineer Terry Brown reported that adoption of a One and Six Year Street Improvement Plan was required by State law as part of the requirements to receive approximately three million dollars of gas tax funds each year. If approved for referral, the Regional Planning Commission would conduct a Public Hearing at their February 1, 2012 meeting and would forward their recommendations to the City Council at their February 14, 2012 regular meeting. The report would then be submitted to the Nebraska Department of Roads by March 1, 2012. A PowerPoint presentation was given showing the 2012, 2013, 2014, 2015, 2016, and 2017 and beyond Construction projects and amounts.

Discussion was held regarding traffic flow during construction on Highway 30 & 34. Mr. Brown stated the roads would not be closed but would be rerouted.

Motion by Gilbert, second by Niemann to approve referring the One & Six Year Street Improvement Plan to the Regional Planning Commission. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2012-23 – Consideration of Request from Gordo's, Inc. dba El Mariachi Authentic Mexican Food, 2418 North Webb Road, Suite A for a Class 'I' Liquor License and Liquor Manager Designation for Jose Bravo, 2307 Plum Creek, Lexington, Nebraska. This item was pulled from the agenda at the request of the Applicants attorney.

#2012-24 – Consideration of Request from Rodrigo Sanchez dba El Centenario Bar & Grill, 316 East 2nd Street for a Class "C" Liquor License. This item related to the aforementioned Public Hearing.

Motion by Haase, second by Donaldson to approve Resolution #2012-24 contingent upon final inspections and completion of a state approved alcohol server/seller training program. Upon roll call vote, all voted aye. Motion adopted.

#2012-25 – Consideration of Lincoln Park Swimming Pool. Parks & Recreation Director Steve Paustian reported that at the January 17, 2012 Study Session, discussion took place regarding rehabilitation and new construction options of the Lincoln Park pool project. New construction in the amount of \$1,550,000 would be budgeted to move this project forward with Council's approval.

Motion by Dugan, second by Carney to approve Resolution #2012-25. Upon roll call vote, all voted aye. Motion adopted.

#2012-5 – Consideration of Contract for Installation & Purchase of 911 CPE System. Emergency Management Director Jon Rosenlund reported that bids were let for the installation and purchase of 911 CPE System. Currently the City used 4 consoles in the 911 center. Discussion was held regarding 4 versus 5 consoles. Mr. Rosenlund stated in order to reduce cost the department decided to go with 4 consoles which would replace the current ones. Explained was the current system and software licenses.

Motion by Haase, second by Niemann to approve Resolution #2012-5. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Gard to approve the Claims for the period of January 11, 2012 through January 24, 2012, for a total amount of \$3,547,718.14. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 8:43 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, February 14, 2012

Council Session

Item G2

Approving Minutes of January 31, 2012 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

January 31, 2012

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on January 31, 2012. Notice of the meeting was given in the *Grand Island Independent* on January 25, 2012.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following Councilmember's were present: Chuck Haase, Larry Carney, Bob Niemann, Kirk Ramsey, Peg Gilbert, Mitch Nickerson, Linna Dee Donaldson, Scott Dugan, Randy Gard, and John Gericke. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, City Attorney Bob Sivick, and Interim Finance Director Jaye Monter.

INVOCATION was given by Community Youth Council member Dillon Spies followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council members Dillon Spies and McKenzie Reed.

Also mentioned was that item 3 – Update Concerning the Wastewater Treatment Plant Headworks Project had been pulled from the agenda because the presentation was received after the agenda and packet were released and Council and the public did not have an opportunity to review it. This would be brought to a future Study Session.

OTHER ITEMS:

Update Concerning Heartland Events Center Operations. City Administrator Mary Lou Brown commented on the \$20.6 million asset of the Heartland Events Center (HEC). The City entered into a Lease Purchase Agreement in 2004 and the last payment will be made in 2024 at which time the City will own the building. The Management Agreement required an annual accounting to the City Council of which this was the first.

Marcy Luth, CPA with Almquist Maltzahn Galloway & Luth gave a financial overview of the Heartland Events Center (HEC). This organization was formed in 1998 with pledges starting to be received in 2000. Cash/Certificates of Deposit/Trust Investments in 2004 were \$8,674,653. Over the years the cash went down due to construction of the \$20,000,000 building. There was a balance of \$1,307,470 in 2011 of which \$300,000 had been designated for maintenance.

Net assets in 2011 were \$399,055. Equipment costs reflected HEC investment had risen over the years with a 2011 preliminary ending balance of \$979,438.

There were two bonds for HEC, one from the City of Grand Island and the other from Hall County. Contributions and Grants preliminary balance for 2011 was \$247,738. Operating

expenses over the last three years were over \$3,000,000 each year or about \$300,000 each month.

Discussion was held regarding the operating cost for Fonner Park employees who helped market the HEC. Ms. Luth stated the employees were Fonner Park employees and HEC paid Fonner Park. Depreciated value of HEC by 2024 was estimated at \$5,000,000.

Hugh Miner, Fonner Park CEO presented a PowerPoint of the history of the HEC. In the 1950's there was no permanent location for the Hall County Fair. In 1953 a group of leaders met to address the need to develop a permanent site for the county fair and host other community and area events.

At a joint meeting between Fonner Park and the Hall County Agricultural Society reached an agreement to work together. The Fonner group formed a non-profit public service corporation – the Hall County Livestock Improvement Association, Inc. Land was purchased from Gus Fonner. \$220,000 was raised to purchase land, build a race track, grandstand and barns to be used for racing, and be the location of the Hall County Fair and other community events.

A racing license to conduct thoroughbred race meets was received from the Nebraska State Racing Commission. In 1954 the first race took place. Future growth took place over the years at Fonner Park.

The first attempt to build an 8,000 seat facility was placed on the ballot on November 7, 1989 to be funded by a sales tax and was not approved by voters. In 1995 the issue was again on the ballot to be funded again by a 1/2 percent city sales tax and was not successful. In 1997, The Heartland Vision 2000 Study Group identified an Events Center as the Top Goal to accomplish.

In 1997, several motel owners met with Fonner Park CEO, Hugh Miner and asked if Fonner Park would consider taking the lead role in the development of a year round community facility on behalf of the community and motels. The City of Grand Island authorized the implementation of a 2% lodging tax to be used by the Heartland Events Center. The motel lodging tax would be used to cover any operating shortfalls and also for other operational expenses to include marketing and other needs.

Articles of Incorporation were filled out with the State of Nebraska for a new subsidiary corporation of Fonner Park to obtain approval from the IRS for the new corporation to become a non-profit 501-C3 corporation. This allowed donors to make a tax deductible contribution for the construction of the civic center.

Mr. Miner mentioned the project was a joint venture. The Community Redevelopment Authority provided \$25,000 to assist in the initial development of the project. The Grand Island Economic Development Corporation provided \$50,000 to develop schematic drawings for the project. Business & Community leaders played a major role in fund raising efforts for the project. Area Foundations, Trusts, and Corporations also played a key role in making the center a reality by making major contributions to fund construction of the facility.

The following were key funding to make the project a reality:

- City of Grand Island \$7.5 million
- Eihusen Foundation \$1.6 million
- Bosselman Family \$1.3 million
- Hall County \$1 million
- St. Francis Medical Center \$1 million
- Reynolds Foundation \$1 million

The following Fonner Park in-Kind Contributions were presented:

- \$10 million in infrastructure from hall County Livestock Improvement Association which included: parking, land, and existing space located on the main floor of the Concourse, Club House & Skyline levels of the Grandstand add to areas that could also be used for HEC events.
- These areas along with the Fonner Park 4-H Bldg & Café, and the Racing Office, and the new Nebraska State Fair Buildings make the Fonner Complex competitive with any facility outside of Omaha.

The following General Uses for the Facility were mentioned along with pictures showing many events held at HEC:

- Community Activities
- Educational Activities
- Family Activities
- Senior Activities
- Youth Activates
- Agricultural Shows & Conferences
- Trade Shows
- Sporting Events
- Performing Arts
- Entertainment
- Conventions
- Concerts
- Art Shows & Exhibits

Mr. Miner answered questions concerning the use of the facility for charitable events and the expenses for the events. Mentioned was a \$69,000 update to the sound system in 2011. Explained was three promotional staff and if people wanted to use the Events Center they were to contact Fonner Park.

Mentioned were the HEC Board members present: Barry Sandstrom, Steve Dowding, Jim Cannon, and Council President Peg Gilbert. Fonner Park Board members were: Ken Gnadt, Steve Kunzman, Steve Dowding, and Bruce Swihart.

Mr. Miner stated the biggest issue in the near future for HEC was to overlay the parking lot.

Cindy Johnson, Grand Island Area Chamber of Commerce, 309 West 2nd Street commented on the great asset we have in the HEC and moving to the next level with National and Regional competitions.

Discussion Concerning Open Burning. Interim Fire Chief Tim Hiemer gave a PowerPoint on the background history of open burning.

Up until July, 1991 burning was allowed on Wednesdays and Saturdays. At this time a complete burn ban was issued. On March 17, 1994 Council voted to place a repeal of burn ban on the May ballot. On May 24, 1994 Council passed Ordinance 7993 to allow opening burning for two weeks in the fall and two weeks in the spring. Currently open burning of yard waste is allowed two weeks in October and two weeks in April.

Problems with open burning were: consistent smoky haze over the city for the two week period; generates unnecessary complaint calls to 911; endangers property – has the ability to spread to structures; unable to ensure safety regulations are followed; encourages the burning of non-yard waste; one of only three surveyed cities in Nebraska that allow open burning. The Fire Department is currently not issuing burn permits, as per State Statutes do to the sheer number being issued.

The reasons for changing the current regulations were:

- Residents can now dispose of yard waste, free of charge, at the Transfer Station. This was not the case in 1994.
- In general society is recycling.
- People enjoy clean air year around.
- Enforce the State Statute on open burning.
- Promote safe and clean living.

Mr. Hiemer recommended the Council adopt the State Statute and not allow permits for open burning, except for special considerations and encourage use of the free composite site. This would require a 2/3 vote of the Council to over turn the 1994 election vote.

The following special considerations were recommended:

- Live fire training
- Essential agricultural operations
- Destruction of dangerous or storm damaged materials or diseased trees
- Clerk of land for development – requires permit from NE Dept. of Environmental Quality before issuing a burn permit for above fires
- Recreational or cooking fires in approved containers

Paul Wicht, 924 South Kimball spoke in opposition. Lewis Kent, 624 East Meves Avenue spoke in support of the burning ban.

Discussion was held concerning the State Statute banning open burning and the City Code currently allowed open burning with a permit. City Attorney Bob Sivick stated the City Code may be in conflict with State Statutes. Enforcement was mentioned. Mr. Hiemer stated if the

open burning was changed by issuing permits it would increase the work load in the Fire Department.

Councilmember Nickerson suggested this issue go to a vote of the people this year since it was important in 1994 and passed.

Update Concerning the Wastewater Treatment Plant Headworks Project. This item was pulled from the agenda.

ADJOURNMENT: The meeting was adjourned at 8:37 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, February 14, 2012

Council Session

Item G3

Approving Appointment of Amos Anson to the Business Improvement District #8 Board

The Mayor has submitted the appointment of Amos Anson to the Business Improvement District #8 Board to replace Matthew Armstrong. This appointment would become effective immediately upon approval by the City Council and would expire on September 30, 2013.

Approval is recommended.

Staff Contact: RaNae Edwards



City of Grand Island

Tuesday, February 14, 2012

Council Session

Item G4

**#2012-26 - Approving Change of March 27, 2012 City Council
Regular Meeting to March 26, 2012**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: February 14, 2012

Subject: Approving Change of March 27, 2012 City Council Regular Meeting to March 26, 2012

Item #'s: G-4

Presenter(s): RaNae Edwards, City Clerk

Background

City Council approved Resolution #2011-296 on October 11, 2011 setting the City Council Regular Meeting schedule for 2012. Any changes to this schedule need to be approved by the City Council.

Discussion

The Grand Island Annual Chamber Banquet will be held on March 27, 2012. The Mayor, several City Councilmember's, and the City administrator plan on attending this meeting. Due to several absentees for the March 27, 2012 Regular City Council meeting, it has been suggested that we change the March 27th meeting to March 26, 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 that the Council changes the March 27, 2012 City Council Regular meeting to March 26, 2012.

Sample Motion

Move to approve the change of the March 27, 2012 City Council Regular meeting to March 26, 2012.

RESOLUTION 2012-26

WHEREAS, Section 2-1 of the Grand Island City Code provides that regular City Council meetings shall be held on the second and fourth Tuesday of each month; and

WHEREAS, it is necessary to amend the schedule for City Council meetings for the month of March, 2012 due to the Chamber Annual Banquet; and

WHEREAS, it is recommended that the regular City Council meeting scheduled for March 27, 2012 be rescheduled to March 26, 2012.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the regular City Council meeting scheduled for March 27, 2012 be rescheduled for 7:00 p.m. in the Council Chambers of City Hall on February 26, 2012.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 14, 2012

Council Session

Item G5

#2012-27 - Approving Re-Adoption of the City of Grand Island Official Zoning Map

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

Staff Contact: Chad Nabity

RESOLUTION 2012-27

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

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

WHEREAS, on January 26, 2010, by Resolution 2010-27, the City Council approved the use of a map produced from the Hall County GIS as the official zoning map for the City of Grand Island based on the 2004 comprehensive plan of JEO consulting, Inc.; and

WHEREAS, numerous changes and amendments to the Plan, the municipal limit and the zoning map have been approved since the last re-adoption of the official zoning map; and

WHEREAS, on January 4, 2012, the Regional Planning Commission held a public hearing on such issue, and recommended approval of such updated map; and

WHEREAS, on February 14, 2012 the Grand Island City Council held a public hearing on such issue.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island hereby approves and adopts the Official Zoning Map incorporating changes made since its re-adoption in 2010 along with minor boundary changes as identified and discussed with the public hearing.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 10, 2012	☐ City Attorney



City of Grand Island

Tuesday, February 14, 2012

Council Session

Item G6

**#2012-28 - Approving Extension Request for Community
Development Block Grant #08-DPI-005**

Staff Contact: Chad Nability, Regional Planning Director

Council Agenda Memo

From: Chad Nabity AICP, Regional Planning Director

Meeting: February 14, 2012

Subject: Approving Extension Request for Community Development Block Grant #08-DPI-005

Item #'s: G-6

Presenter(s): Chad Nabity, Planning Director

Background

In September 2009, the City of Grand Island was awarded a Disaster Recovery Grant for \$803,500.00, plus \$40,175.00 in General Administration, for installation of a sanitary sewer interceptor and sewer main collection system upgrade to address an urgent community development need that occurred as a result of high ground water levels and flooding between May 22 and June 24, 2008. The project encompasses two southern areas of Grand Island to improve protection of homes from future sanitary sewer backups. Total project cost, including Admin, is projected at \$1,003,675. No matching funds are required but the City has budgeted \$160,000 for the balance of project costs above the grant award.

Disaster Recovery Program funds are to be used only for activities related to disaster relief, long-term recovery, and restoration of infrastructure in areas covered by the Federal Emergency Management agency (FEMA) declaration of major disaster 1770-DR. Only damages occurring during the incident period from May 22, 2008 to June 24, 2008 are considered.

Discussion

Due to a variety of program delays, the City of Grand Island is requesting a fifteen-month extension to the current contract end date for Disaster Program Recovery Grant #08-DPI-005. The current contract end date is March 30, 2012. The proposed contract end date is June 28, 2013. The Grand Island City Council is required to take action on the extension request for submission to the Nebraska Department of Economic Development.

The extension request is being requested due to:

1. Staff changes in Community Development positions working on the project.
2. Consulting services in design oversight.

3. Review of plans, specifications and estimate by the Department of Environmental Quality.

Public Works staff fully believes that the project will be completed within the proposed extension date, if not before. A revised implementation schedule has been completed and will be provided with the extension request as required.

Alternatives

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

1. Approve the Community Development Block Grant #08-DPI-005 extension request
2. Refer the issue to a Committee
3. Postpone the issue to later date

Recommendation

City Administration recommends that Council approves the Community Development Block Grant #08-DPI-005 extension request.

Sample Motion

Move to approve the Community Development Block Grant #08-DPI-005 extension request.

RESOLUTION 2012-28

WHEREAS, the City was awarded a Disaster Recovery Grant for \$803,500 for installation of a sanitary sewer interceptor and sewer main collection system upgrade to address an urgent community development need that occurred as a result of high ground water levels and flooding between May 22 and June 24, 2008; and

WHEREAS, the contract end date of March 30, 2012 is not a sufficient amount of time in which to complete the project; and

WHEREAS, an extension request of fifteen-months is desired and must be approved by the Grand Island City Council; and

WHEREAS, required documents for the extension request have been prepared and must be submitted to the Nebraska Department of Economic Development for authorization.

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

The City of Grand Island, Nebraska is hereby authorized to request a fifteen-month extension for Community Development Block Grant #08-DPI-005.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 14, 2012	☐ City Attorney



City of Grand Island

Tuesday, February 14, 2012

Council Session

Item G7

#2012-29 - Approving Business Continuity and Recovery Services Agreement with IBM

Staff Contact: Jaye Monter

Council Agenda Memo

From: Jaye Monter, Interim Finance Director

Meeting: February 14, 2012

Subject: Approving Business Continuity and Recovery Services Agreement with IBM

Item #'s: G-7

Presenter(s): Jaye Monter, Interim Finance Director

Background

The City's IBM AS400 iSeries computer system is the system which resides the Utility Department's customer base and billing software. To protect the City in the event of a disaster, the City has maintained a disaster recovery contract with IBM. If such event were to occur, IBM will provide a workable computer system for the City to continue routine Utility customer billing.

Discussion

The current 3 year contract with IBM approved with resolution 2009-32 expires February 29, 2012. The new 3 year contract will be billed at the same rate as the 2009 contract; \$282 monthly for 36 months totalling \$10,152.00 over the full term. Sufficient funds have been budgeted for this contract within the Information Technology operating budget.

Alternatives

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

1. Approve the 3 year contract with IBM.
2. Disapprove or deny the contract.
3. Take no action on the contract.

Recommendation

City Administration recommends that the Council approve the 3 year contract with IBM Corporation for a total of \$10,152.00.

Sample Motion

Move to approve.

IBM BUSINESS CONTINUITY & RECOVERY SERVICES

MULTIVENDOR INFORMATION TECHNOLOGY RECOVERY SERVICES
CONTRACT DOCUMENTS

FOR

CITY OF GRAND ISLAND
208 North Pine Street
GRAND ISLAND, NE 68802

SUBMITTED BY:

Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

Supplement Number: P09208
Sequence Number/Version: 5C09208-27
Date Generated: 02/01/12
This offer is good until 03/01/12.

Supplement for Multivendor Information Technology Recovery Services

The terms of the IBM Customer Agreement and its Attachment for Multivendor Information Technology Recovery Services (or an equivalent agreement signed by both parties) apply to this transaction.

Customer Name and Address:

CITY OF GRAND ISLAND

208 North Pine Street
GRAND ISLAND, NE 68802

IBM Address for Notices:

Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

Covered Address:

208 North Pine Street
GRAND ISLAND, NE 68802

REFERENCE NUMBERS

Agreement: HQ12291
Customer: 3871230
Enterprise: 3871230

CONTRACT PERIOD

Start Date: 03/01/12
End Date: 02/28/15

SUPPLEMENT

Number: P09208
Effective Date: 03/01/12
Revision (yes/no): No
Renewal (yes/no): Yes

Primary Recovery Site
Chicago, IL

MONTHLY CHARGES

Total Monthly Charge: \$ 282
Minimum Total Monthly Charge: \$ 282

RECOVERY CHARGES

Initial Recovery Charge: \$ 564
Day(s) Included in Initial Recovery Charge: 2
Daily Recovery Charge per day thereafter: \$ 338

RECOVERY EXERCISE

Initial Contract Period Year 1 - Total Hours: 0
Number of Exercises: 0
Each subsequent twelve-month period - Total Hours: 0
Number of Exercises: 0
Additional Recovery Exercise time, per 4-hr block: \$ 600
Additional Recovery Exercises, per exercise: \$ 500

TELECOMMUNICATIONS

One-Time Charge: N/A
Usage charges are billed separately.

GENERAL

Temporary Transfer of Configuration for Recovery: Y
Work area space allocated at time of Event.

Agreed to: CITY OF GRAND ISLAND

Agreed to: International Business
Machines Corporation

By: _____

By: _____

Name (print): _____

Name (print): _____

Title: _____ Date: _____

Title: _____ Date: _____

Supplement for Multivendor Information Technology Recovery Services (Continued)

E Q U I P M E N T C O N F I G U R A T I O N

Customer Name: CITY OF GRAND ISLAND

Configuration

Number: 3871230
Address: 208 North Pine Street
GRAND ISLAND, NE 68802

Processor: 9406/2396 820T

Recovery Site: Chicago, IL

System Storage: 2048MB

Supplement Number: P09208

DASD Gigabytes: 121.765GB

Minimum OS Level: OS/400 5.4.0

Quantity or Units	Machine or Product	Model	Product Description
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=====

IBM Equipment:

1	9406/2396	820T	iSeries CPU Server Model
8	940XMS	820	Main Storage-256MB Increments
1	940X/1522	8XX	AS/400 8XX Interactive Featr.
1	940XCDROM	8XX	CD-ROM Drive
1	940XDVDRA	8XX	DVD-RAM Drive
	Note: Minimum OS/400 level required is V5R1M0		
71	940XHAD	820	High Availability DASD
	This quantity depicts the number of SMA High Availablity Dasd units used to obtain the customer dasd requirement. This is not to be confused with the total usable dasd in gigabytes which is listed at the top of the Proposal.		
1	940X/4487	XXX	50GB .25" Cartidge Tape Unit
	Prerequisite: OS/400 V5R1 or later		
1	6XXX	X12	1200 LPM Line Printer
4	318X/319X	000	Operator Console
	A PC with Operations Console - LAN Connect/direct connect may be substituted instead of a Twinax WkStn for the primary System Console or partition (LPAR) console on iSeries (8xx) contracts		
	When system is LPAR-ed a maximum of one (318X/319X 000 or RMT/CONS LPAR) per LPAR is supported.		
	When solution includes Remote Console function the System Operator Console can be accessed remotely and a maximum of one remote console per system or LPAR image.		
1	940XTWIN	8XX	Twinax WkStn Cntrlr
	A 100/10 Ethernet IOA may be substituted for Twinax WkStn Cntrlr to support Operations Console - LAN Connect		
1	940X/COMM	8XX	Comm Adapter-Port RS232/V.24
1	940X/V.35	8XX	Comm. Adapter-Port V.35
2	940X/2838	XXX	PCI 100/10Mbps Ethernet IOA
2	7855	010	Modem V.32/V.42 1.2-12.0Kbps

Network Lines:

8	Line	000	Analog Dial Line
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Non-IBM Equipment: NONE

Supplement for Multivendor Information Technology Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: CITY OF GRAND ISLAND

Configuration

Number: 3871230

Processor: 9406/2396 820T

Address: 208 North Pine Street
GRAND ISLAND, NE 68802

Recovery Site: Chicago, IL

System Storage: 2048MB

Supplement Number: P09208

DASD Gigabytes: 121.765GB

Minimum OS Level: OS/400 5.4.0

Quantity or Units	Machine or Product	Model	Product Description
=====			

*Amendment to IBM Customer Agreement
Attachment for Multivendor Information Technology Recovery Services*

Name and Address of Customer:

CITY OF GRAND ISLAND

208 North Pine Street
GRAND ISLAND, NE 68802

Referenced Agreement No.: HQ12291

Supplement No.: P09208

Customer No.: 3871230

Enterprise No.: 3871230

IBM Address:

Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

Additional Supplement Numbers:

CITY OF GRAND ISLAND (you) and International Business Machines Corporation (IBM) agree that the following terms and conditions amend the IBM Customer Agreement Attachment for Multivendor Information Technology Recovery Services specifically for the above Supplement Number(s) as follows:

1. In Section 7, "Other Terms", after the subsection "Notification", insert the following new subsection:

State & Local Government Terms

Notwithstanding the foregoing, for the Subscription(s) identified by the above Supplement Number(s), IBM will:

- 1) allow you to terminate such Subscription(s) before the start of any fiscal year because funds have not been appropriated by the applicable legislative body; and
- 2) defer any applicable increases in rates and charges until the first invoice cycle of your next twelve-month fiscal year.

2. In Section 7, "Other Terms", at the end of the section, add the following new subsection:

Temporary Transfer of Configurations or Equipment

You have selected a Configuration or certain items of equipment ("TTC" and "TTE" respectively, "TT" collectively) that IBM will, on your request, transfer to a location you choose, within the United States (except Alaska and Hawaii), for your temporary use during an Event. Eligibility of TT for transfer by type of Event is specified in a Supplement. If such Event is associated with your declaration of an Outage Emergency, the Initial Recovery Charge will apply once you provide IBM the address of the location to which TT is to be shipped.

IBM Responsibilities - Temporary Transfer: IBM will:

- 1) after you Declare and at your request, ship eligible TT to arrive at the location you specify within forty-eight (48) hours of such request;
- 2) in advance of your scheduled Recovery Exercise, at your request, ship eligible TT to the location you specify;
- 3) provide service and support, at no additional charge, to enable TT to operate according to specifications; and
- 4) bear the risk of loss except for theft or vandalism of TT at the location you specified, unless such loss is caused by IBM's employee(s).

Your Responsibilities - Temporary Transfer: When IBM transfers TT to you, you agree to:

- 1) use TT for Event purposes only;
- 2) return TT to the IBM-designated location promptly at the end of a Recovery Exercise, or no later than six weeks from the time you Declare, whichever applies;
- 3) furnish all labor for unpacking and packing the TT;
- 4) obtain IBM's written consent prior to moving TT to a location other than the location to which it was delivered;
- 5) provide written notice to IBM before you make an alteration to any part of the TT. You may make an attachment without notifying IBM.

An attachment is the connection of any other product or device to the TT. An alteration is any change made which deviates from the physical, mechanical, electrical, or electronic design, whether or not additional devices or parts are used. You may not make an alteration or attachment that creates a safety hazard or renders maintenance of the TT impractical. You are responsible for the results obtained from both alterations and attachments made by you;

- 6) remove attachments and restore TT to an unaltered condition, before returning the TT to IBM; and
- 7) return TT to IBM in the same condition as when the TT was delivered to you, normal wear and tear excepted.

Temporary Transfer - Charges: If, on your request, IBM transfers TT to a location you choose, in addition to other charges you may incur under this Attachment, you agree to pay:

- 1) all shipping charges, taxes, tariffs and insurance charges incurred for shipment to such location and return to IBM; and
- 2) daily or other usage or Event charges specified in a Supplement and identified as applicable to Temporary Transfer Configurations or Equipment; and
- 3) other charges you incur by your use of TT at the location you chose.

If there is a conflict between the terms and conditions of this Amendment including its attached Addendum, Supplements, and Statement of Work and the 1) IBM Customer Agreement, 2) its Attachment for Multivendor Information Technology Recovery Services, or 3) its Supplement(s) for Multivendor Information Technology Recovery Services, those of this Amendment and its attached Addendum, Supplements, and Statement of Work prevail. Except as modified by this Amendment and such attached documents, the terms and conditions of such Agreement, Attachment, and Supplement(s) for Multivendor Information Technology Recovery Services remain in full force and effect.

Each party acknowledges that it has read this Amendment and any applicable attached Addenda, Supplements, and Statements of Work, understands them, and agrees to be bound by their terms and conditions. Further, both parties agree that the complete agreement between the parties about Multivendor Information Technology Recovery Services will consist of 1) this Amendment including its applicable Addendum(a), Supplement(s), and Statement(s) of Work, and 2) the IBM Customer Agreement and its applicable Attachment and Supplement(s) for Multivendor Information Technology Recovery Services. This statement of the agreement supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to the subject.

Agreed to:
CITY OF GRAND ISLAND

Agreed to:
International Business Machines
Corporation

By _____
Authorized Signature

By _____
Authorized Signature

Name (Type or Print) Date

Name (Type or Print) Date

RESOLUTION 2012-29

WHEREAS, the City of Grand Island has an IBM AS400 iSeries computer system which contains the Utility Department's customer base and billing software; and

WHEREAS, to protect the City in the event of a disaster, a business recovery contract currently exists with IBM: and

WHEREAS, such contract is scheduled to expire February 29, 2012; and

WHEREAS, a new 3 year contract has been negotiated with IBM to continue providing such business recovery services for \$10,152.00 which is 36 months at \$282 per month; and

WHEREAS, the City Attorney's office has reviewed and approved the proposed agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the three-year contract with IBM to provide business continuity and recovery services for the City's AS400 iSeries computer system is hereby approved; and the Mayor is hereby authorized and directed to execute such agreements on behalf of the City of Grand Island.

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, February 14, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 10, 2012	☐ City Attorney



City of Grand Island

Tuesday, February 14, 2012

Council Session

Item G8

**#2012-30 - Approving Acquisition of Utility Easement - 1819 East
7th Street - Global Industries & Eihusen**

This item relates to the aforementioned Public Hearing item E-8.

Staff Contact: Tim Luchsinger

RESOLUTION 2012-30

WHEREAS, a public utility easement is required by the City of Grand Island, from Global Industries and D.J. Eihusen, having Power of Attorney for Robert G. Eihusen, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on February 14, 2012, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Commencing at the northwest corner of Lot One (1), Cottage Grove Third Subdivision, Grand Island, Hall County, Nebraska; thence easterly along the northerly line of said Lot One (1), a distance of three hundred forty one (341.0) feet to the ACTUAL Point of Beginning; thence deflecting right 90°00'00" and running in a southerly direction, a distance of one hundred two (102.0) feet to the point of termination.

The above-described easement and right-of-way containing a total of 0.047 acres, more or less, as shown on the plat dated 1/26/2012, marked Exhibit "A", attached hereto and incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from Global Industries and D. J. Eihusen, having Power of Attorney for Robert G. Eihusen, on the above-described tract of land.

- - -

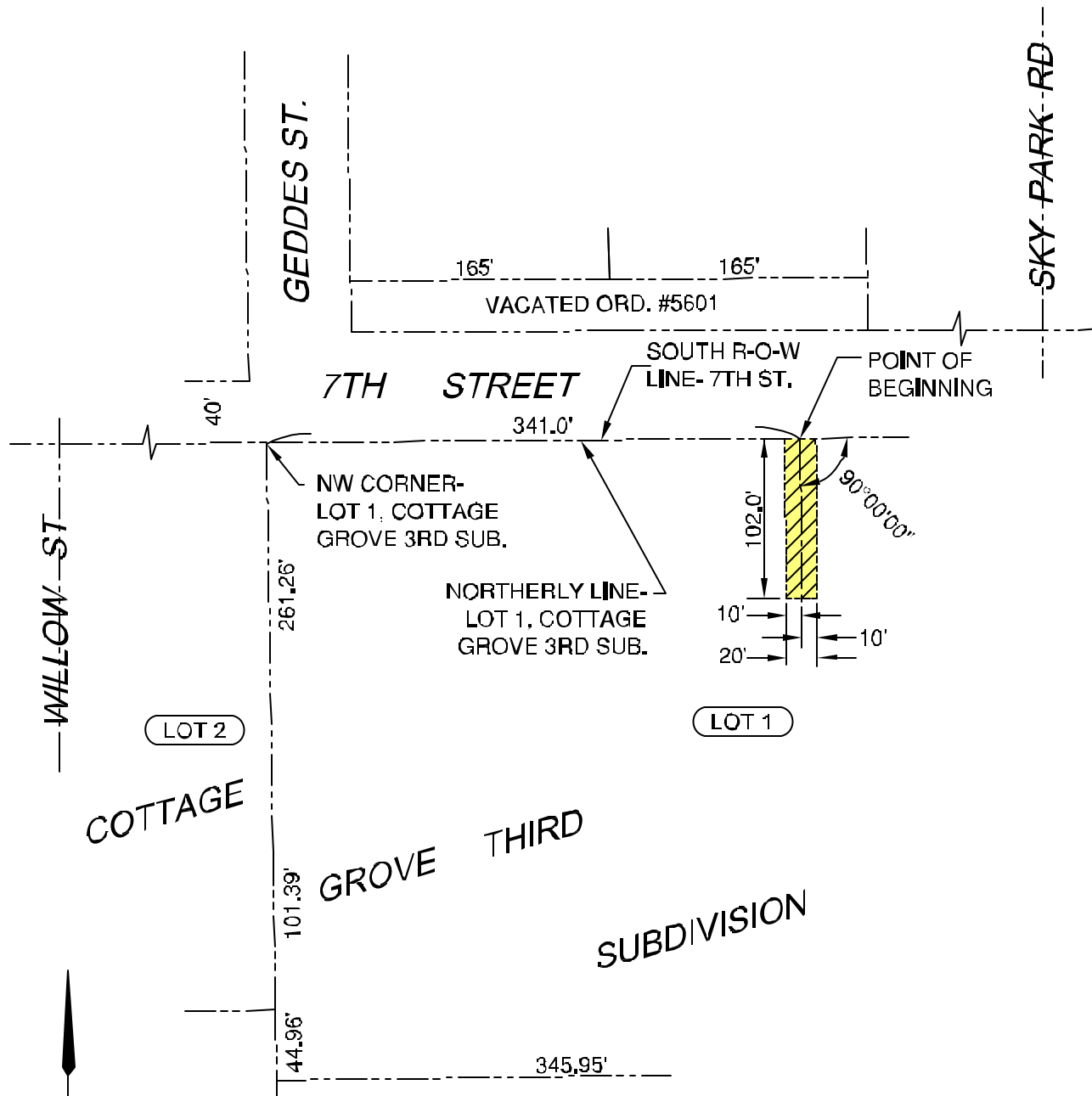
Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 10, 2012	☐ City Attorney



LEGEND



INDICATES 20' WIDE
UTILITY EASEMENT

CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: K.J.M.

SCALE: 1" = 100'

DATE: 1/26/2012

FILE: COTTAGE



City of Grand Island

Tuesday, February 14, 2012

Council Session

Item G9

**#2012-31 - Approving Purchase of 2012 Utility Truck - Water
Division, Utilities Department**

Staff Contact: Tim Luchsinger

Council Agenda Memo

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

Meeting: February 14, 2012

Subject: Water Utility Service Truck

Item #'s: G-9

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Water Division of the Utilities Department budgeted \$50,000 to replace a water service truck this year. Sid Dillon Ford Lincoln Mercury was awarded a state bid for this type of vehicle after competitive bidding under State Contract #13137OC. The bid price with applicable options is \$46,802.00.

Discussion

The State contract truck is a Ford F250 with an installed utility body to facilitate storage of tools and service equipment. The truck to be replaced is Unit #92, a 1999 Dodge ¾ ton truck with utility box. This unit is the water service call vehicle, which, besides use during normal working hours during the week, is also taken home by the on-call staff. This truck is not garaged and must be available for use 24/7 in all types of weather. The current truck has over 94,000 miles of in-town and worksite use, which means greater operating hours in relation to miles than a typical vehicle. In addition to scheduled maintenance, over \$8,000 has been spent on this vehicle for repairs to ball-joints, tie-rods, fuel pump, water pump, axle seals, emissions system and brakes. The cost of the new truck is less than the approved 2012 budgeted amount, and purchases through the State contracts are in compliance with City purchasing procedures. Standard disposal policy of the old truck will be to solicit interest from other City departments, and if none, sold at the Police auction.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of the 2012 Ford F250 with utility bed from Sid Dillon Ford Lincoln Mercury of Crete, Nebraska in the amount of \$46,802.00.

Sample Motion

Move to the purchase of the 2012 Ford F250 with utility bed from Sid Dillon Ford Lincoln Mercury of Crete, Nebraska in the amount of \$46,802.00.

RESOLUTION 2012-31

WHEREAS, the City of Grand Island Water Utility will purchase one (1) 2012 Water Utility Service Truck; and

WHEREAS, Sid Dillon Ford Lincoln Mercury was awarded the state bid for this vehicle after competitive bidding under State Contract #1317OC; and

WHEREAS, the Water Department budgeted \$50,000 for this truck, and the State Contract price of \$46,802.00 is within this budgeted amount.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a purchase order and subsequent payment is authorized.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 14, 2012

Council Session

Item G10

**#2012-32 - Approving Parkview Well Superfund Site Access
Agreement Amendment #4**

Staff Contact: Tim Luchsinger

Council Agenda Memo

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

Meeting: February 14, 2012

Subject: Parkview Well Superfund Site, Access Agreement
Amendment #4

Item #'s: G-10

Presenter(s): Timothy Luchsinger, Utilities Director

Background

As a part of the EPA program for remediation of the Parkview Superfund site groundwater contamination, the City entered into an agreement with EPA to allow the utilization of the City Right-of-Way (R-O-W) for the installation of several of the components of the remediation system and the installation of groundwater wells that are used for treatment of the contamination, for tracking the extent of the contamination and for monitoring the effectiveness of the remediation program. As time has passed during the investigation and construction of the remediation system, EPA has requested modifications to the initial agreement to allow additional facilities to be installed in the City R-O-W. The original agreement has been modified by three previous amendments.

Amendment #1 – allowed the installation of additional monitoring wells in the Hagge and Country Club Subdivisions to the east of the Parkview Subdivision to track the movement of the leading edge of the contamination plume.

Amendment #2 – allowed the installation of additional monitoring wells down gradient of the treatment injection wells located along North Road to provide sample points to monitor the effectiveness of the treatment.

Amendment #3 – allowed the installation of two additional monitoring wells at the intersection of Park Drive and Blaine Street, and the intersection of Commerce Avenue and Blaine Street to determine the northern boundary of the contamination plume, and to monitor the performance of the extraction well remediation system currently in service in that area. Monitoring at each of these two locations allows for a three level cluster, so that the plume can be measured at varying depths (shallow, medium and deep).

Attached for reference are:

- The most recent request for modification of the agreement from EPA
- Map of the wells added per Amendment #1
- Map of the wells added per Amendment #2
- Map of the wells added per Amendment #3
- Original agreement – *Consent to Access for EPA Environmental Response (“Agreement”)*

Discussion

EPA has requested that the original agreement again be amended to grant permission for EPA to allow for direct push sampling to locate and install a new groundwater extraction well and three additional monitoring cluster wells at the site within City right-of-ways. The new extraction well will be located at the northeastern point of the contamination plume and should limit further migration of the plume. The discharge from the extraction well will be piped to the EPA’s treatment facility located on Blaine Street. The new monitoring wells are necessary in order to confirm groundwater contamination terminal boundary and will allow the EPA to successfully document the plume’s capture (and retreat) once the new extraction well starts pumping. Consistent with prior system work, piping and fiber optic connections shall be bored under City right-of-ways and tied into the existing treatment systems piping underneath the intersection at Pioneer Boulevard and Commerce Avenue.

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 proposed Amendment #4 to the *Consent to Access for EPA Environmental Response Action (“Agreement”)*.

Sample Motion

Move to approve Amendment #4 to the *Consent to Access for EPA Environmental Response Action (“Agreement”)*.

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

Amendment #4

ENVIRONMENTAL RESPONSE ACTIONS TO BE TAKEN

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

- Perform direct push probing and groundwater sampling for locating new extraction well (EX50) along city right of ways; **and as generally shown on the drawing titled – Attachment A (12 Proposed Direct Push Locations).**
- Install new groundwater monitoring wells, and monitor and maintain new and existing monitoring wells, including the periodic collection of groundwater samples from those wells (construction generally depicted on existing system as-built Drawings C-16, C-19 provided in 2010); **and as generally shown on the attached figure titled – Attachment A (3 Proposed Monitoring Well Cluster Locations (3 wells each).**
- Install new groundwater piping, fiber optics and electrical utility for connection to new extraction well (EX50) to be sited at 804 Stolley Park West property currently owned by the Hall County School District #2. Piping shall be horizontally bored under city streets and right of ways for connection into existing groundwater treatment system piping; **and as generally shown on the drawing titled pending review and approval by City Utility and Street Engineers – Attachment B.**

GRANTOR:

SIGNATURE

DATE

NAME (type or print)

TITLE (type or print)



SIGNATURE

1/23/12

DATE

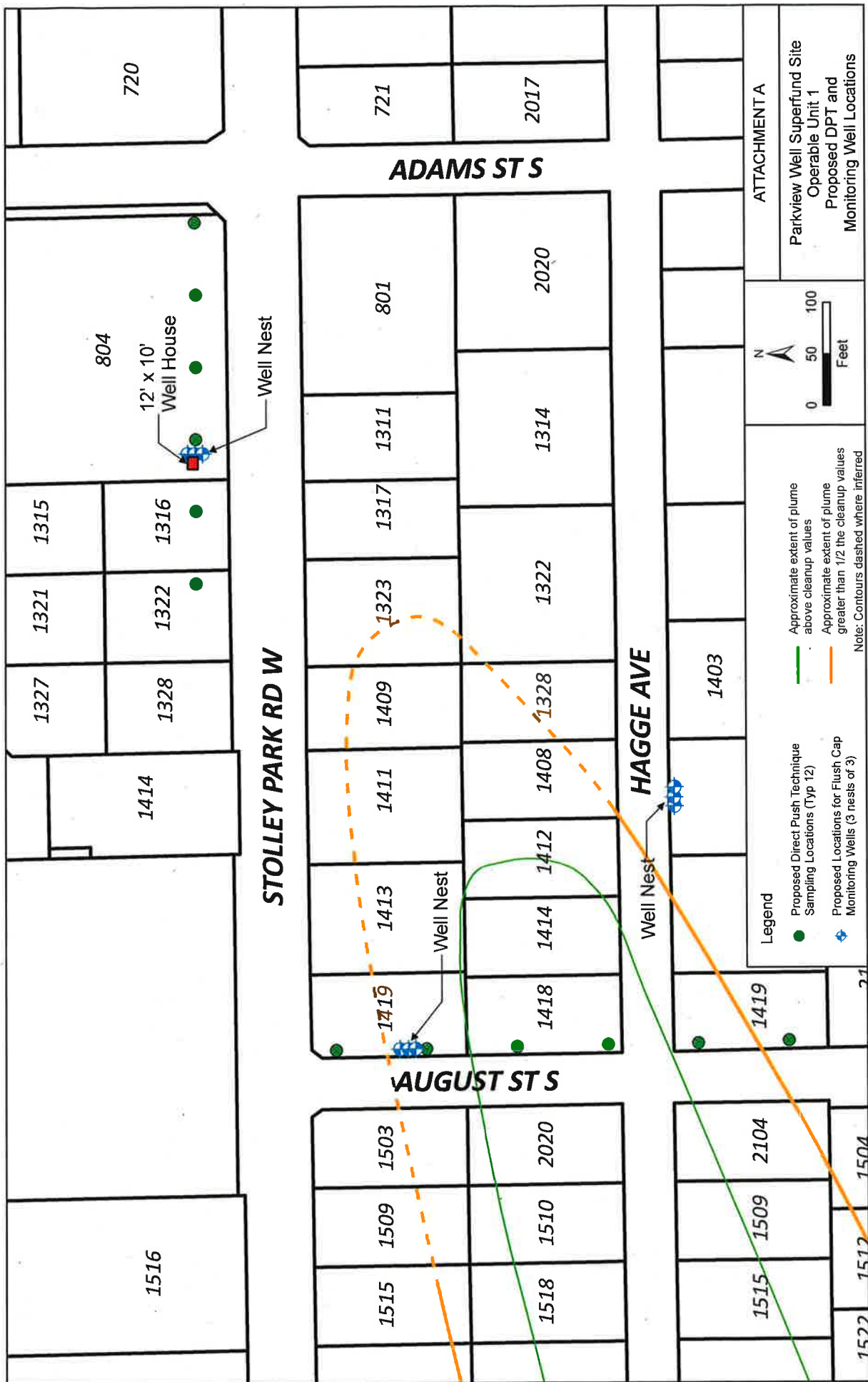
Bradley W. Vann

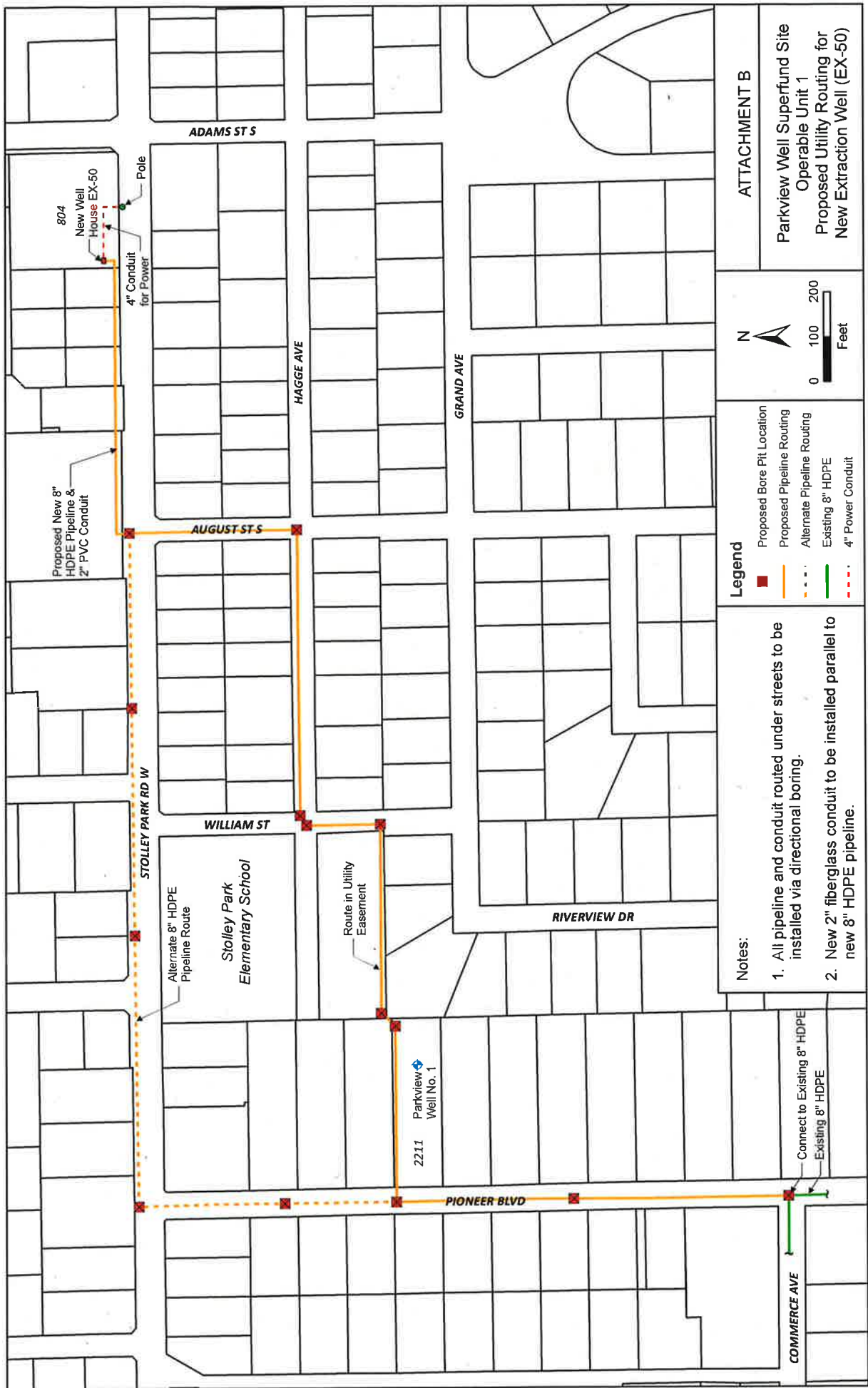
NAME (type or print)

Remedial Project Manager

TITLE (type or print)

USEPA R7





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

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

RIGHT of ENTRY

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

PURPOSE OF ACCESS

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

ENVIRONMENTAL RESPONSE ACTIONS TO BE TAKEN

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

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

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

TERM OF AGREEMENT

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

AGREEMENT NOT TO INTERFERE

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

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

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

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

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

GRANTOR:

Margaret Hornady
SIGNATURE

7-14-09
DATE

Margaret Hornady
NAME (type or print)

Mayor
TITLE (type or print)

✓

Bradley W. Vann
SIGNATURE

7/2/09
DATE

Bradley W. Vann
NAME (type or print)

Remedial Project Manager
TITLE (type or print)

Amendment #1

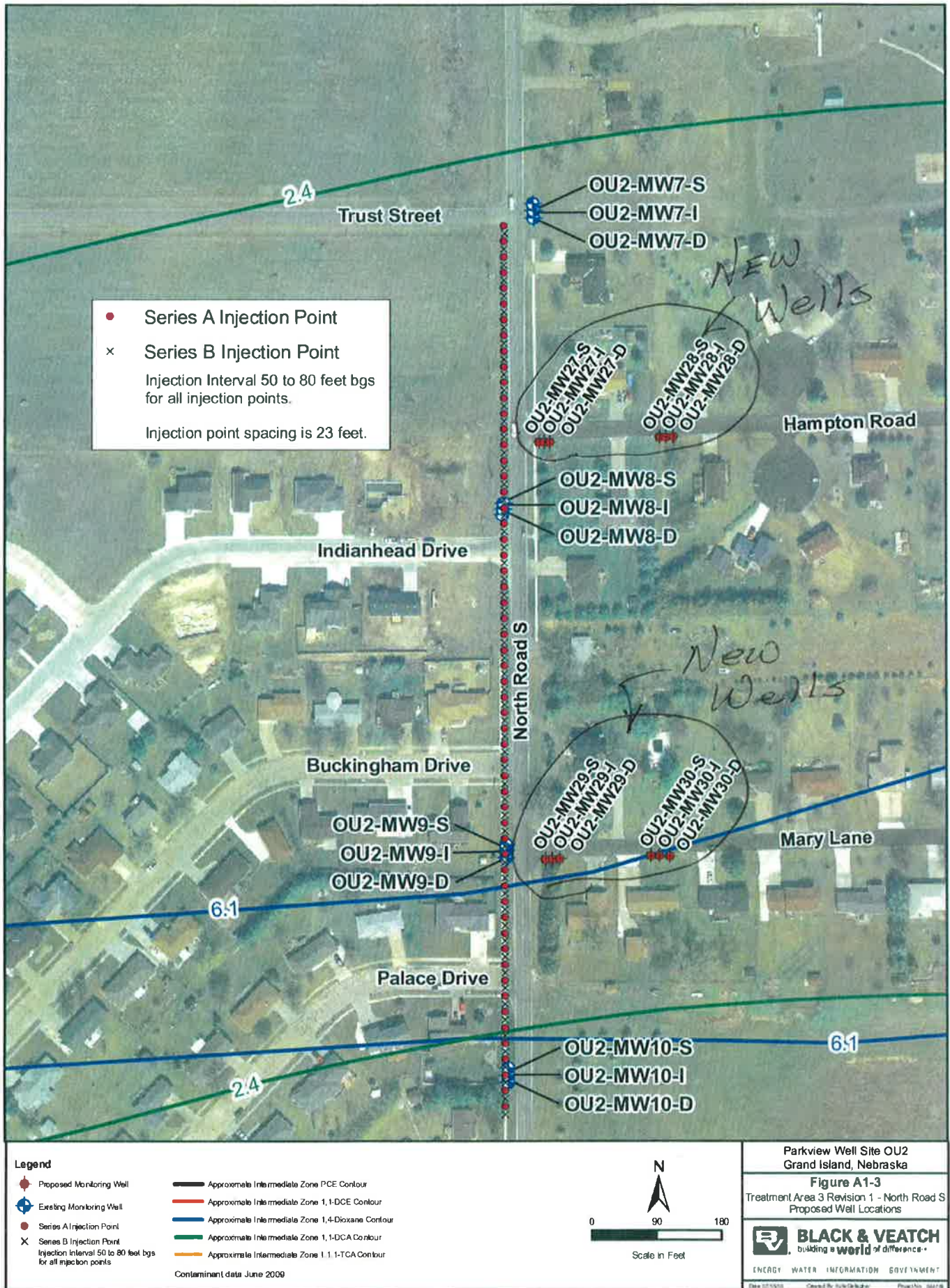
3 Proposed Monitoring Well Locations added in 2010

Recommended well locations



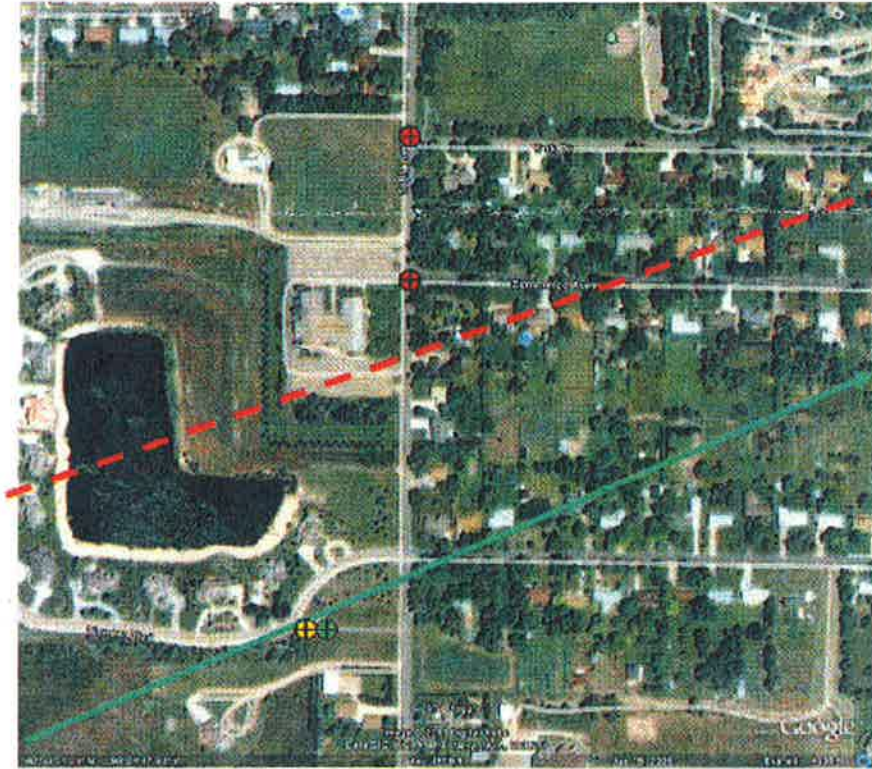
Note: Monitoring well locations are approximate and may be relocated to avoid existing utilities. Documentation of well construction and exact GPS survey coordinates shall be provided to the City of Grand Island Public Works Director upon completion.

Amendment #2



2 Proposed Monitoring Well Locations (3 wells each) added in 2011

Recommended well locations	●	Extrapolated plume boundary	--- -->
Groundwater Treatment Plant	●	Known plume boundary	— -->
Existing Monitoring Well	⊕		



The two proposed locations are at the southeast corner of Commerce Avenue and Blaine Street, and southeast corner of Park Drive and Blaine Street. Three monitoring wells will be installed at these locations (total of 6 wells) to intercept sample the shallow, intermediate and deepest portions of the local aquifer. As with other monitoring wells that EPA has installed in Grand Island at the Parkview Well Superfund Site, these wells shall be installed along the city utility right-of-way, on grassy areas and flush mounted to not obstruct lawn mowing.

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

RESOLUTION 2012-32

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

WHEREAS, EPA has initiated operation of remediation systems; and

WHEREAS, EPA wishes to install an additional extraction well and groundwater monitoring wells in the City Right-of-Way in the Parkview Subdivision to monitor the groundwater contamination plume; and

WHEREAS, Amendment #4 to original CONSENT TO ACCESS FOR EPA ENVIRONMENTAL RESPONSE ACTION ("AGREEMENT") is recommended to allow the additional monitoring wells.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment #4 to the CONSENT TO ACCESS FOR EPA ENVIRONMENTAL RESPONSE ACTION ("AGREEMENT"), is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 10, 2012	☐ City Attorney



City of Grand Island

Tuesday, February 14, 2012

Council Session

Item G11

#2012-33 - Approving Microsoft Home Use Program

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: February 14, 2012

Subject: Microsoft Home Use Program

Item #'s: G-11

Presenter(s): Brenda Sutherland, Human Resources Director

Background

Most employees at the City of Grand Island have Microsoft software on their work computers. Currently the City is in the second of a three year contract that was approved under Resolution 2010-169. The City has had a contract in place with Microsoft since the network came in 1997. City computers have Microsoft 2003, 2007 and 2010 installed on them. The I.T. department's goal is to have all employees upgraded to Microsoft 2010.

Discussion

Microsoft has a Home Use Program to help users transition from older versions of Microsoft products to the newer 2010 product. They believe the transition is much easier for employees who use the software at home. Their philosophy is that using the software at home in an environment where they have more time to experiment will in-turn help their productivity when they use it in the work place. In order to make this home use a viable option for as many people as possible, Microsoft has developed a Home Use Program (HUP) that will allow employees to purchase directly the Office Professional Plus 2010 for \$9.95. They can also purchase a Backup DVD for an additional \$13.00. While the City's I.T. department's goal is to have all employees' transition to the new software, their availability to get to all departments and provide training will be stretched. This offer may help alleviate some of that pressure.

This offer has been part of past contracts with Microsoft since 2002 but has never been brought forward for approval. It is a standard part of the Microsoft contract and will continue to be whether the Council approves participation by employees or not. Another government entity that participates in this offer is the State of Nebraska.

The agreement for the software usage is between the employee and Microsoft directly. This software can be installed on their home computers. The City of Grand Island will

not be responsible for installation or any service issues relating to the software. Only employees who are covered under the City's current agreement would be eligible for this program. Currently the City has 407 employees, including Council Members covered under the current license agreement. The only entity that isn't covered under the City's licensing agreement is the Library. They are covered under their own agreement as they qualify for academic pricing which is less than government pricing. There is no extra cost to the City for participation with this program

The City's Legal Department has reviewed the program to ensure that it is not in conflict with City procurement policies.

Alternatives

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

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

Recommendation

It is recommended that the Council approve the ability for City employees to participate in the Microsoft Home Use Program.

Sample Motion

Move to approve computer users covered under the City's Microsoft agreement to participate in the Home User Program.

RESOLUTION 2012-33

WHEREAS, the City of Grand Island currently has a contract with Microsoft; and

WHEREAS, Microsoft has a Home Use Program that allows employees covered under their employer's licensing agreement to participate in this program; and

WHEREAS, the Home Use Program allows employees to purchase directly from Microsoft the 2010 version of their product at a substantially discounted rate; and

WHEREAS, the agreement would be between the employee and Microsoft and any expense associated with the program would be borne by the employee.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, the employees covered under the City's Microsoft licensing agreement are authorized to participate in the Microsoft Home Use Program at their expense.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 14, 2012

Council Session

Item G12

#2012-34 - Approving Lease Agreement for Ambulance

Staff Contact: Tim Hiemer

Council Agenda Memo

From: Robert J. Sivick, City Attorney
Meeting: February 14, 2012
Subject: Ambulance Lease
Item #'s: G-12
Presenter(s): Tim Hiemer, Fire Division Chief

Background

In 2009 the City of Grand Island (City) purchased a Medtec AD170F Ambulance for use by the Grand Island Fire Department (GIFD). Soon thereafter problems with the vehicle arose and efforts to repair them proved unsuccessful. Late last year the GIFD placed the ambulance permanently out of service due to safety concerns.

Since October, 2011 the City Legal Department has been in negotiations with the manufacturer and its legal counsel seeking to reach a resolution to the matter that will be acceptable to the City. It is anticipated negotiations will take several more months and if litigation is necessary, even longer.

Discussion

While City Legal is conducting negotiations, the GIFD is providing ambulance service to the City and surrounding areas with one vehicle less than the department would recommend. The Fire Chief has investigated the possibility of leasing an ambulance on a short term basis and he and the City Attorney have reached an agreement with Arrow Manufacturing, Inc. of Rock Rapids, Iowa to lease an acceptable used ambulance for six months at the rate of one thousand dollars per month.

Alternatives

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

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

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

Recommendation

City Administration recommends that the Council approve the proposed agreement with Arrow Manufacturing, Inc. to lease to the City a 2002 Medtec Ambulance for six months at the monthly rate of one thousand dollars.

Sample Motion

Move to approve Resolution No. 2012-35 and authorize the Mayor to execute the lease agreement with Arrow Manufacturing, Inc..



BAILMENT AND ASSUMPTION OF RISK AGREEMENT

1/19/2012

Arrow Manufacturing, Inc.
801 South East Street
PO Box 349
Rock Rapids, IA 51246
800-743-3157

I, **Grand Island Fire Department** acknowledge receipt of the following described vehicle:

Year **2002** Make **Ford** Model: **Medtec Ambulance** VIN#: **1FDXE45F82HB76542**
bearing license plate #**D1837** of the State of Iowa in consideration of your loaning this vehicle to me, I promise and agree:

1. To return vehicle after lease period, free of any liens or encumbrances not now against it.
 2. To purchase the vehicle at your option and to pay you its' full retail value as of this date, if I fail for any reason to return it according to the provisions of paragraph 1.
 3. To reimburse you for any loss, which you may sustain as a result of lending this vehicle to me. "Loss" as used herein includes, but is not necessarily limited to, any legal liability or other detrimental obligation incurred by you.
 4. To use the vehicle in conformity with all applicable laws, regulations, and ordinances. I hereby represent that I am licensed to operate this vehicle.
 5. To release you from any claims I might have against you for alleged defects in or in any manner growing out of any use of the vehicle with the exception of any defects directly attributed to Arrow Manufacturing's negligence.
 6. To report to you within 12 hours by phone at 1-800-743-3157 any accident involving the vehicle and to furnish you a complete traffic report thereof in writing.
 7. Not to allow or cause the vehicle to be loaned or rented, or operated by any person other than myself, and not to operate or transport the vehicle beyond a normal business service area.
 8. Not to authorize or incur expense or obligation of any nature for the repair of the vehicle. I shall bear the expense of all gas, oil, and other maintenance and operation costs used or required by the vehicle until it is returned to you.
- A. It is understood that the vehicle has not been certified as an Emergency Medical Vehicle by the certification procedures of the Emergency Medical Services while in the possession of Arrow Manufacturing, Inc. If certification of the vehicle is required by law, borrower will be obligated to effect compliance with State Law.
- B. It is understood the retail value of the vehicle is: **\$28,000**. This value shall be paid to Arrow Manufacturing, Inc. within a period after an accident that would diminish the value of the vehicle or insurance company will settle.

C. It is understood that the borrower shall furnish to Arrow Manufacturing, Inc. an insurance policy that insures the vehicle as well as Public Liability, Property Damage, and comprehensive and all medical losses. This shall be the primary coverage.

D. It is understood that the rental fee for this vehicle shall be **\$6,000 for 6 months**, and that the full amount due is payable monthly at **\$1,000** per month.

I hereby state that I have read, understand, and will comply by the above listed terms.

_____Agent for **Grand Island Fire Department**

In consideration for the borrower's promises and agreements, dealer loans this vehicle according to the above listed terms.

_____Agent for **Arrow Manufacturing, Inc.**

Note: Borrower is advised to contact his insurance agent or broker to be certain he is protected by his own insurance within these terms.

RESOLUTION 2012-34

WHEREAS, the Grand Island Fire Department is in temporary need of an additional ambulance to provide adequate service to the people of Grand Island; and

WHEREAS, the City of Grand Island Fire and Legal Departments have negotiated an agreement with Arrow Manufacturing, Inc. of Rock Rapids, Iowa to lease a 2002 Ford Medtec Ambulance for six (6) months at a monthly rate of One Thousand Dollars (\$1,000.00); and

WHEREAS, the terms of the lease and the equipment leased are acceptable to the Fire and Legal Departments.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to execute a lease agreement with the terms stated above, with Arrow Manufacturing, Inc. for a 2002 Ford Medtec Ambulance to be used by the Grand Island Fire Department.

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2012.

- - -

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 14, 2012

Council Session

Item G13

#2012-35- Approving Revised Contract Amount to Resolution 2012-7; Bid Award to Midlands Contracting, Inc. for Lift Station No. 7 Repairs Project No. 2011-S-1

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Terry Brown, Manager of Engineering Services

Meeting: February 14, 2012

Subject: Approving Revised Contract Amount to Resolution 2012-7; Bid Award to Midlands Contracting, Inc. for Lift Station No. 7 Repairs Project No. 2011-S-1

Item #'s: G-13

Presenter(s): John Collins, Public Works Director
Terry Brown, Manager of Engineering Services

Background

On December 6, 2011 City Council approved, by Resolution 2011-357, the bid award to Midland Contracting, Inc. for the Lift Station No.7 Repairs, in the amount of \$310,978.67.

On January 10, 2012 City Council approved, by Resolution 2012-7, amended Resolution 2011-357, for Department of Labor issued new labor wage revision for a revised bid amount of \$312,728.67.

Discussion

By the bid package special provisions section 215.5; Micro-Tunneling submittals; the contractor submitted the descriptive and informational means, methods, and planning for the City's evaluation of contractors work plan in open excavation for the City Engineer's review. The City Engineer has reviewed the Micro-Tunneling submittal for conformance to the work. The City Engineer recommends a reduction of 205 linier feet of; Bore and Install 8" HDPE Forcemain in bid item No. 1, and an addition of 205 linier feet of; Open Trench and Install 8" DR11 HDPE Forcemain in bid item No. 2.

The City's Legal Department recommends this be brought before City Council prior to contract agreement for approval in modification of bid estimated unit quantities.

In attachment; the new estimated units quantity are included, previous estimated unit quantities are stricken through.

With the new estimated unit quantities to Midland Contracting, Inc. bid they are still the lowest responsible bidder for the Lift Station No.7 Repairs, in the amount of \$344,807.42.

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 revised bid and award it to Midlands Contracting, Inc. of Kearney, Nebraska who had a revised bid of \$344,807.42 for Lift Station No. 7 Repairs, Project No. 2011-S-1.

Sample Motion

Move to approve bid award to Midlands Contracting, Inc. of Kearney, Nebraska for Lift Station No. 7 Repairs, Project No. 2011-S-1 for the City of Grand Island.

RESOLUTION 2012-35

WHEREAS, On January 10, 2012 City Council approved, by Resolution 2012-7, the bid award to Midland Contracting, Inc. for the Lift Station No.7 Repairs, in the amount of \$312,728.67.; and

WHEREAS, it is necessary to amend Resolution 2012-7 to award the revised bid in the revised amount of \$344,807.42 to Midland Contracting, Inc. for the Lift Station No.7 Repairs; and

WHEREAS, with the correction in estimated unit quantities to Midland Contracting, Inc. bid they are still the lowest responsible bidder for the Lift Station No.7 Repairs; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Resolution 2012-7 is hereby amended to the revised bid award amount to \$344,807.42 to Midland Contracting, Inc. for the Lift Station No.7 Repair

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 14, 2012

Council Session

Item I1

#2012-36 - Consideration of Request from Baldo, Inc. dba El Farayon Cantina & Grill, 1403 South Eddy Street for a Class “C” Liquor License and Liquor Manager Designation for Alberto Baldovinos, 235 North Custer Avenue

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

Staff Contact: RaNae Edwards

R E S O L U T I O N 2012-36

WHEREAS, an application was filed by Baldo, Inc. doing business as El Farayon Cantina & Grill, 1403 South Eddy Street for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on February 4, 2012; such publication cost being \$16.27; and

WHEREAS, a public hearing was held on February 14, 2012 for the purpose of discussing such liquor license application.

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

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

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

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

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

_____ The City of Grand Island hereby recommends approval of Alberto Baldovinos, 235 North Custer Avenue as liquor manager of such business contingent upon completing a state approved alcohol server/seller program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 10, 2012	☐ City Attorney



City of Grand Island

Tuesday, February 14, 2012

Council Session

Item I2

**#2012-37- Consideration of Redevelopment Plan for Property
Located at US Highway 34 and South Locust Street (Howard
Johnson)**

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

Staff Contact: Chad Nabity

RESOLUTION 2012-37

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. 2 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

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

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

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

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: Demolition, rehabilitation and construction of an exterior façade and interior remodeling of Howard Johnsons Hotel to provide a renovated restaurant for Denny's together with additional parking lot rehabilitation at 3333 Ramada Road (Woodland Second Sub Lot 11). All redevelopment activities will occur in Grand Island, Hall County, Nebraska; and

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

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

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 2 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined 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, 2013 as follows:
 - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
 - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.
 - c. The Mayor and City Clerk are authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 14, 2012

Council Session

Item I3

**#2012-38 - Consideration of Appointment of Jaye Monter as
Finance Director**

Staff Contact: Mayor Vavricek

Council Agenda Memo

From: Mayor Jay Vavricek

Meeting: February 14, 2012

Subject: Mayoral Recommendation for Appointment of City Treasurer/Finance Director

Item #'s: I-3

Presenter(s): Mayor Jay Vavricek

Background

State Statute and Grand Island City Code specifies the need to designate a City Treasurer/Finance Director within the Finance Department of the City of Grand Island. The previous Treasurer/Finance Director Mary Lou Brown was appointed to serve as the City Administrator. Since that appointment, the position remained open while Ms. Brown maintained its responsibilities in addition to serving as the City Administrator until an interim was named.

Recruitment commenced for a new Finance Director last April without a successful conclusion. A recommendation ensued to restructure the management team and its responsibilities as an Assistant City Administrator. That recommendation was not supported by council.

Jaye Monter, the city's Senior Accountant was then appointed as Interim Finance Director on September 28, 2011. Ms. Monter was placed in step 3 of an 8 step pay scale of the City Treasurer/Finance Director and with the beginning of a new 15 step pay scale on October 10th in step 5 of a new pay scale plan.

Discussion

An advisory search committee was formed to assist in a second recruitment effort. Members of an advisory search committee included Council President Peg Gilbert, City Councilmember Bob Niemann, former City of Grand Island Finance Director David Springer and Grand Island Public School District Finance Director Virgil Harden, City Administrator Mary Lou Brown, and Human Resources Director Brenda Sutherland. The advisory committee reviewed applications considering applicant's work history, relevant work performance, education and credentials.

The recruitment process included a national search and resulted in interest from 20 individuals. The Advisory Search Committee forwarded two finalists for potential

consideration of a Mayoral recommendation. The finalists included Jaye Monter and Wayne Oberg.

After conducting personal interviews with both finalists and after personally consulting the City Council members on the advisory committee, I am pleased to recommend for council consideration Jaye Monter to serve in the position as City Treasurer/Finance Director.

Jaye received a Bachelor of Science Degree in Comprehensive Business Administration with an emphasis in Accounting and Finance from Kearney State College. She has 27 years of experience in finance and accounting. Jaye started her career in public accounting with a small firm in Colorado. There she obtained her Certified Public Accountant's License. After public accounting, her career moved to various private industries where she worked as a Controller. She was hired at the City as an Accountant in September of 2000. She was reclassified to the position of Senior Accountant in 2003. In her current position, she prepares, analyzes and interprets financial statements and accounting records for the City of Grand Island, Community Redevelopment Authority and Business Improvement Districts. She has shown strong leadership in the Finance Department and provided Administrator Brown with a high level of assistance through the budget process.

Therefore, I am confident she has the education and previous experience, and as a valued employee within the Finance Department, I am certain this recommendation is in the best interests of the effectiveness of the department. Ms. Monter will be placed in step 5 of the Finance Director pay scale which is the step she was placed in for the interim appointment and is \$83,274.10.

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 appointment of Jaye Monter as City Treasurer/Finance Director.

Sample Motion

Move to approve Jaye Monter as City Treasurer/Finance Director.

RESOLUTION 2012-38

WHEREAS, under Neb. Rev. Stat., §16-308 and City Code, 2 – 30, the office of City Treasurer/Finance Director for the City of Grand Island, Nebraska, is an appointed officer; and

WHEREAS, this statutory officer is appointed by the mayor and approved by the council;
and

WHEREAS, this officer shall hold office until the end of the mayor's term and until their successor is appointed and qualified. This appointive officer may be removed at any time by the mayor, with the approval of a majority of the council; and

WHEREAS, the Mayor has selected Jaye Monter to be appointed as City Treasurer/Finance Director.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Jaye Monter is hereby duly appointed the City Treasurer/Finance Director for the City of Grand Island, Nebraska, until the end of the Mayor's term of office.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 14, 2012

Council Session

Item I4

**#2012-39 - Consideration of Proposing a Ballot Measure for Open
Burning Ban**

Staff Contact: Tim Hiemer

Council Agenda Memo

From: Tim Hiemer, Fire Division Chief

Meeting: February 14, 2012

Subject: Approval of Ballot Language to Repeal Open Burning

Item #'s: I-4

Presenter(s): Tim Hiemer, Fire Division Chief

Background

The first restriction on open burning in the City of Grand Island was passed in 1909, this prohibited the burning of paper or refuse in the streets and alleys of the City. Then in 1951 an ordinance was passed that restricted burning to set hours on certain days of the week. This was then amended on June 1, 1972 to permit open burning on Wednesday and Saturday. At this time the Fire Chief was also empowered to ban open burning when warranted.

On July 8, 1991 Ordinance 7729 was approved that banned open burning in the City with very few exceptions.

At the May primary election in 1994 the citizens of Grand Island overturned the ban on open burning by approving a ballot referendum. This resulted in council passing Ordinance 7993 on May 23, 1994 allowing for open burning for two weeks in the fall and two weeks in the spring, with a written permit. Since that time only minor modifications have been made to the ordinance.

It should be noted that according to State Statute 81-520.01 there is a state wide ban on all open burning, with few exceptions.

Discussion

During the early 1990's this issue came before the council several times before being placed on the 1994 primary ballot. One of the arguments at the time was that the citizens had no way of disposing of yard waste without paying a fee. Since this time, a composting program has been established at the Transfer Station located on Old Potash, which allows for year around dumping of yard waste at no cost. This allows for an environmentally responsible way of disposing yard waste.

People's attitudes have also changed over the years and we are now more aware of how our actions affect others. People have come to expect clean air, free of smoke, year round. The citizens want a safe and clean living environment for themselves and their children. This topic encompasses two of the City's priorities; Safe Community and Stewardship of the Environment.

The Fire Department feels that for the above reasons the open burning ordinance should be repealed. Since the open burning issue was decided by a vote of the people the repeal should come from the people. By approving the ballot language this will allow the people to decide on the open burning issue.

In order to have this on the primary ballot in May, the Council must pass one of the two proposed Resolutions by March 1, 2012. This will result in an expense to the City of approximately \$3,500-4,000 charged by the Election Commission to have this measure printed on the ballot.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand regarding Resolutions 2012-40 (A) and Resolution 2012-40 (B). The Council may take the following action on one but not both the Resolutions as follows:

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 Resolution 2012-40 (A) or Resolution 2012-40 (B).

Sample Motion

Move to approve Resolution 2012-40 (A) or 2012-40 (B) placing the issue of open burning on the May, 2012 primary ballot to be decided by the voters of Grand Island.

RESOLUTION 2012-39 (A)

WHEREAS, on July 8, 1991 the Grand Island City Council approved Ordinance No. 7729 which banned open burning in the City of Grand Island with narrow exceptions; and

WHEREAS, at the primary election held in May, 1994 the electorate of Grand Island passed a referendum repealing Ordinance No. 7729; and

WHEREAS, on May 23, 1994 the Grand Island City Council approved Ordinance No. 7993 permitting open burning in the City of Grand Island for designated two (2) week periods in the Spring and Autumn; and

WHEREAS, on January 31, 2012 a Study Session meeting of the Grand Island City Council was held on this issue; and

WHEREAS, the Grand Island City Council believes this is an issue best decided by the electorate of the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that pursuant to Neb. Rev. Stat. §18-2520, the City Clerk is hereby directed to submit to the electors of the City of Grand Island at the next regularly scheduled primary election, the following ballot measure:

REPEAL OF OPEN BURNING

Shall Ordinance No. 7993 permitting open burning for designated two (2) week periods in the Spring and Autumn be repealed?

A vote for this measure is to repeal Ordinance No. 7993 which permits open burning for designated two (2) week periods in the Spring and Autumn.

A vote against this measure will leave Ordinance No. 7993 in place and continue to permit open burning for designated two (2) week periods in the Spring and Autumn.

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2012.

Jay Vavricek, Mayor

Attest:

Approved as to Form	☐ _____
February 10, 2012	☐ City Attorney

RaNae Edwards, City Clerk

RESOLUTION 2012-39 (B)

WHEREAS, on July 8, 1991 the Grand Island City Council approved Ordinance No. 7729 which banned open burning in the City of Grand Island with narrow exceptions; and

WHEREAS, at the primary election held in May, 1994 the electorate of Grand Island passed a referendum repealing Ordinance No. 7729; and

WHEREAS, on May 23, 1994 the Grand Island City Council approved Ordinance No. 7993 permitting open burning in the City of Grand Island for designated two (2) week periods in the Spring and Autumn; and

WHEREAS, on January 31, 2012 a Study Session meeting of the Grand Island City Council was held on this issue; and

WHEREAS, the Grand Island City Council believes this is an issue best decided by the electorate of the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that pursuant to Neb. Rev. Stat. §18-2520, the City Clerk is hereby directed to submit to the electors of the City of Grand Island at the next regularly scheduled primary election, the following ballot measure:

REPEAL OF OPEN BURNING

Shall Ordinance No. 7993 permitting open burning for designated two (2) week periods in the Spring and Autumn be repealed and a ban on open burning be imposed with exceptions for the outdoor cooking of food for human consumption and with written permission from the Chief of the Grand Island Fire Department the following exceptions for:

- 1. training of public or industrial fire fighting personnel;**
- 2. essential agricultural operations in the raising of crops where no nuisance or hazard is created;**
- 3. destroying dangerous materials or diseased trees;**
- 4. clearing land for roads or other construction activity; and**
- 5. recreational or other purposes?**

A vote for this measure is to repeal Ordinance No. 7993 which permits open burning for designated two (2) week periods in the Spring and Autumn and to impose a ban on open burning with the exceptions listed above.

A vote against this measure will leave Ordinance No. 7993 in place and continue to permit open burning for designated two (2) week periods in the Spring and Autumn.

Approved as to Form	☐ _____
February 10, 2012	☐ City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 14, 2012

Council Session

Item I5

#2012-40 - Consideration of One & Six Year Street Improvement Plan

This item relates to the aforementioned Public Hearing item E-7.

Staff Contact: John Collins, Public Works Director

RESOLUTION 2012-40

WHEREAS, the Regional Planning Commission, after public notice having been published in one issue of the Grand Island Independent, and such notice also having been posted in at least three places in areas where it was likely to attract attention, conducted a public hearing on February 1, 2011, on the One and Six Year Street Improvement Program for the City of Grand Island; and

WHEREAS, at the February 1, 2011 public hearing, the Regional Planning Commission approved the One and Six Year Street Improvement Program 2012-2017, and recommended that such program be approved by the City Council; and

WHEREAS, the Grand Island City Council, after public notice having been published in one issue of the Grand Island Independent, and such notice also having been posted in at least three places in areas where it was likely to attract attention, conducted a public hearing on February 14, 2012, on the One and Six Year Street Improvement Program for the City of Grand Island; and

WHEREAS, this Council has determined that the One and Six Year Street Improvement Program as set out in Exhibit "A" should be adopted.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the One and Six Year Street Improvement Program 2012-2017, based on priorities of needs and calculated to contribute to the orderly development of city streets, and identified as Exhibit "A", is hereby approved and adopted by this Council.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input checked="" type="checkbox"/> _____
February 10, 2012	<input checked="" type="checkbox"/> City Attorney



City of Grand Island

Tuesday, February 14, 2012

Council Session

Item I6

**#2012-41 - Consideration of Direction of Wastewater Treatment
Plant Management**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: John Collins, Public Works Director

Meeting: February 14, 2012

Subject: Consideration of Direction of Wastewater Treatment Plant Management

Item #'s: I-6

Presenter(s): John Collins, Public Works Director

Background

At the July 11, 2011 City Council meeting, the Public Works Administration staff gave a presentation on contracting operations of the Wastewater Treatment Plant. Based on that discussion a Request For Qualifications (RFQ) was developed, and qualifications were submitted by four (4) qualified companies: Veolia Water of Naperville, Illinois; Severn Trent Services of Fort Washington, Pennsylvania; USW Utility Group of Sioux City, Iowa; and CH2M Hill of Englewood, Colorado. Utilizing the qualification criteria set forth in the RFQ, the Selection Committee chose Veolia Water as the most qualified company for the contract management of the Wastewater Treatment Plant. The Selection Committee was comprised of Terry Brown, John Collins, Scott Dugan, Randy Gard, John Henderson, and Shannon Oster.

During the November 15, 2011 Study Session the proposed contract between the City and Veolia Water was presented for review. The Negotiating Committee was comprised of Mary Lou Brown, Terry Brown, John Collins, Scott Dugan, Randy Guard, and Jaye Monter.

At the request of City Council, information was presented at the January 17, 2012 Study Session outlining the development of an internal improvement initiative. During this session, Council requested the matter be scheduled for a vote.

Discussion

Both options for improving the cost efficiency of the Wastewater Treatment Plan have been presented to the City Council. The choices before the City are as follows: 1) Contract Operations and move forward with Veolia; or 2) Initiate an internal improvement plan with multiple external contractors.

If the decision is to contract with Veolia, the contract will be presented in the February 21, 2012 Study Session and brought forward later for final approval.

If the decision is to initiate a plan without Veolia, the 2012 fiscal year budget will be increased by \$500,000 and the two new positions will be created. Additionally, contracts for the two studies will be brought to Council for approval when they are ready.

Alternatives

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

1. Move to approve contracting Operations of the Wastewater Treatment Plant with Veolia
2. Move to increase the current fiscal year budget by \$500,000 to fund two new positions and two studies; and establish the two new engineering positions.
3. Refer the issue to a committee
4. Postpone the issue to a future date
5. Take no action

Recommendation

City Administration recommends that the Council approve a resolution authorizing contracting Operations of the Wastewater Treatment Plant with Veolia.

Sample Motion

Move to approve the resolution.



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR QUALIFICATIONS
FOR
OPERATION, MAINTENANCE & MANAGEMENT AT WASTEWATER FACILITIES**

RFP DUE DATE: August 16, 2011 at 4:00 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: July 20, 2011

NO. POTENTIAL BIDDERS: 8

SUMMARY OF PROPOSALS RECEIVED

Severn Trent Services

Fort Washington, PA

Veolia Water

Naperville, IL

USW Utility Group

Sioux City, IA

CH2MHill

Englewood, CO

cc: John Collins, Public Works Director
Mary Lou Brown, City Administrator

Catrina DeLosh, PW Admin. Assist.
Jason Eley, Purchasing Agent

P1490

Wastewater Decision (A Fork in the Road)

Improvement
Initiative
without Veolia


Contract
Operations
with Veolia



Two Options



 If the decision is to go forward without Veolia, each contract will come to Council for approval.

 If the decision is to contract with Veolia, the details of the contract will be presented in a Study session on February 21st.

Goal

- Provide the Rate Payers with the most efficient cost effective wastewater treatment possible.

Without Veolia Deficiencies to be addressed

Contracted:


- 🇪🇺 Asset Management
- 🇪🇺 Monitoring and Automation
- 🇪🇺 Process Review (Treatment)

Internal with Potential for Contracted Support

- 🇪🇺 Procurement Review
- 🇪🇺 Technical Skills
- 🇪🇺 Staff Utilization and Process Review (Activities)

Without Veolia Immediate Objectives

1. Acquire expertise:

-  Wastewater Plant Engineer
-  Wastewater Operations Engineer

*Workforce Assessment

Without Veolia Immediate Objectives

2. Plant process study to develop monitoring and automation plan
3. Survey available Asset Management Software and Services

*FY2012 cost estimate: \$200,000 - \$500,000

*Product to include definition of scope (expectations), cost and time line for initiative

Without Veolia FY2013 Objectives

- Acquisition and installation of monitoring devices
- Modeling of process/setting triggers for monitoring devices
- Staff training on SCADA and Asset Management software
- Staff utilization study (to be repeated periodically)

*Dependent on completion of prior objectives

Without Veolia Evaluation

Performance based evaluation of Plant
(i.e. is the solution working?)

Without Veolia

Examples of Performance Factors

- Operating cost per million gallons treated - minimize
- Difference between actual treated water quality and targeted quality - minimize
- Inflation adjusted rate of increase in total cost – should be flat
- Cost of repairs – as opposed to scheduled maintenance and replacement; excluding consumables - minimize

With Veolia

- 🇪🇺 Optimize plant operations by utilizing expertise gained through years of operating dozens or even hundreds of these facilities
- 🇪🇺 Reduce operating costs
- 🇪🇺 Advice during the infrastructure rehabilitation projects

With Veolia

Local Control and Ownership

- City retains ownership of plant and all assets
- City Council retains authority to set rates
- City Council approves all capital improvements
- Public Works continues to provide operational oversight and accountability

With Veolia Plant Staff

- Retain their current pay
- Receive more and better training
- Have more and better opportunities
- IBEW 1597 recognized immediately

With Veolia

Citizens' Contract Compliance Committee

- Meet to ensure contract compliance
- Provides for accountability to the community
- Committee members would include representatives from the community, council, and City staff
- Approved by Council
- Operates under Open Meetings law

With Veolia

Contract Negotiations Process

- November 1, 2011 - Negotiations Committee completed initial negotiations with Veolia. Committee included: Council Member Dugan, Council Member Gard, City Administrator Brown, Manager of Engineering Services Brown, Public Works Director Collins, and Interim Finance Director Monter.
- Contract reviewed by City Attorney Sivick

With Veolia

Contract Negotiations Process

- November 15, 2011 - Contract presented in Study Session for discussion and also available of the City's web site
- Week of February 6, 2012 – Negotiations Committee negotiates several contract revision to address concerns heard during study session

With Veolia

Summary of Contract Revisions

- 2.21 Representatives of Veolia and the City shall meet on a quarterly basis for the purpose of discussing and resolving odor control and/or any other issues that may arise
- 5.1 & 6.5 Removed references to cost plus 10% for odor control
- 5.2 Added monthly reporting requirement for expenditures

With Veolia

Summary of Contract Revisions

- 6.1, 6.2, 6.3 Altered language to better fit the City's invoice process
- C.2 Requires the effluent conditions be reviewed to account for changes expected to result from the Wastewater Infrastructure Rehabilitation Projects
- C.4 Clarifies that Veolia is responsible for fines and legal action; the City will only be responsible when conditions are outside of the design parameters of the plant.

Summary

With Veolia

- Immediate results
- Finance Department estimates up to \$500,000 savings in first year

- Expertise
- Employment at will
- Single Operations Contract

Without Veolia

- 5 year delay in results
- First year cost \$200,000 to \$500,000

- Difficult recruitment
- Employment at will
- Multiple Consultant Contracts

Decision: how to serve the Rate Payers with the most efficient cost effective wastewater treatment possible.

Improvement
Initiative
without Veolia

Contract
Operations
with Veolia



Two Options

***Agreement For
Operations, Maintenance and Management Services***

THIS AGREEMENT is entered into effective the [XX] day of [XXXX, 20XX], by and between

The City of Grand Island, Nebraska with a business address at
P.O. Box 1968, Grand Island, Nebraska 68802 (hereinafter
"OWNER");

and

Veolia Water North America-Central, LLC, with a business
address at 184 Shuman Blvd., Suite 450, Naperville, Illinois 60563
(hereinafter "VWNA")

WHEREAS, OWNER owns and provides for the operation of wastewater treatment facilities; and,

WHEREAS, OWNER desires to employ the services of VWNA in the management, operation and maintenance of these facilities, and VWNA desires to perform such services for the compensation provided for herein; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, OWNER and VWNA agree as follows:

1 General

- 1.1 Definitions of words and phrases used in this Agreement and the attachments are contained in Appendix A.
- 1.2 All land, buildings, facilities, easements, licenses, rights-of-way, equipment and vehicles presently or hereinafter acquired or owned by OWNER shall remain the exclusive property of OWNER unless specifically provided for otherwise in this Agreement.
- 1.3 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska.
- 1.4 VWNA shall have the right to assign this Agreement only with OWNER's consent. However, VWNA may collaterally assign this Agreement and/or its right to any payments hereunder, but not its obligations to perform services hereunder, to one or more lenders providing financing to VWNA or any affiliate thereof. Any other transfer or assignment by either VWNA or the OWNER of this Agreement shall be

null and void unless authorized by the other party in writing in advance, such authorization not to be unreasonably withheld.

- 1.5 All notices shall be in writing and transmitted to the party's address stated above. All notices shall be deemed effectively given when delivered, if delivered personally or by courier mail service, i.e., Federal Express or United Parcel Service; delivered 3 days after such notice has been deposited in the United States mail postage prepaid, if mailed certified or registered U.S. mail, return receipt requested; or when actually received by the party for which notice is intended, if given in any other manner.
- 1.6 This Agreement, including Appendices A through E, is the entire Agreement between the parties. This Agreement may be modified only by written agreement signed by both parties. Wherever used, the terms "VWNA" and "OWNER" shall include the respective officers, agents, directors, elected or appointed officials and employees and, where appropriate, subcontractors or anyone acting on their behalf.
- 1.7 If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.
- 1.8 It is understood that the relationship of VWNA to OWNER is that of independent contractor. The services provided under this Agreement are of a professional nature and shall be performed in accordance with good and accepted industry practices for contract operators similarly situated. However, such services shall not be considered engineering services, and nothing herein is intended to imply that VWNA is to supply professional engineering services to OWNER, unless specifically stated in this Agreement to the contrary.
- 1.9 If any litigation is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which are directly attributed to such litigation, in addition to any other relief to which it may be entitled.
- 1.10 Nothing in this Agreement shall be construed to create in any third party or in favor of any third party any right(s), license(s), power(s) or privilege(s).
- 1.11 Prior to the commencement of work under this Agreement, each party shall designate in writing an employee or other representative of the designating party who shall be the contact person for administration of this Agreement. With respect to OWNER, such person shall not have the independent authority to approve changes in the Scope of Work and compensation therefor, or to execute written Change Orders reflecting such changes but instead shall make recommendations to the council for approval..

2 VWNA's Services - General

- 2.1 VWNA will staff the Project with employees who have met appropriate licensing and certification requirements of the State of Nebraska.
- 2.2 VWNA shall provide ongoing training and education for appropriate personnel in all necessary areas of modern wastewater process control, operations, maintenance, safety, and supervisory skills.
- 2.3 VWNA shall develop and/or supply and utilize computerized programs for maintenance, process control, cost accounting, and laboratory Quality Assurance/Quality Control.
- 2.4 Within forty-five (45) days after VWNA begins service under this Agreement, VWNA will provide a physical inventory of OWNER's vehicles and equipment in use at the Project and a general statement as to the condition of each piece of equipment.
- 2.5 VWNA will provide OWNER with a physical inventory of chemicals and other consumables on hand when VWNA begins services under this Agreement. VWNA will provide OWNER with the same quantity of chemicals or equivalent upon termination of this Agreement; in the event that the quantity transferred at termination is more or less than the quantity at startup, the parties will perform a "true up" and the overage or underage in quantity value will be paid by VWNA or OWNER, as appropriate. (For example, if the starting quantity of a chemical was 100 pounds and the final quantity was 125 pounds, OWNER shall pay the value of 25 pounds to VWNA, and vice versa.)
- 2.6 VWNA shall be responsible for maintaining all manufacturers' warranties on new equipment purchased by OWNER and assist OWNER in enforcing existing equipment warranties and guarantees.
- 2.7 VWNA shall operate, maintain and/or monitor the Project on a 24-hour per day, seven-day per week schedule.
- 2.8 Visits may be made at a reasonable time by OWNER's employees so designated by OWNER's representative. Keys for the Project shall be provided to OWNER by VWNA for such visits. All visitors to the Project shall comply with VWNA's operating and safety procedures. Within a reasonable time after startup, the parties will collaborate on a protocol for visits and work performed by OWNER's employees who are assigned to operation, maintenance, and repair of the wastewater collection system.

- 2.9 VWNA will perform a Comprehensive Criticality and Condition Assessment on appropriate Plant equipment at the Project. The first Assessment will be delivered to OWNER within 180 days of services beginning under this Agreement. This evaluation may be updated annually at OWNER's request. Costs incurred for the Assessments shall be charged to the Maintenance and Repair Limit.
- 2.10 VWNA will implement and maintain an employee safety program in compliance with applicable laws, rules and regulations...
- 2.11 VWNA may modify the process and/or facilities to achieve the objectives of this Agreement and charge the Costs to the Maintenance and Repair Limit; provided, however, no modification shall be without OWNER's prior written approval, if the complete modification Cost shall be in excess of five thousand dollars (\$5,000.00).
- 2.12 In any emergency affecting the safety of persons or property, VWNA may act without written amendment or change order, at VWNA's discretion, to prevent threatened damage, injury or loss. VWNA shall be compensated by OWNER for any such emergency work notwithstanding the lack of a written amendment. Such compensation shall include VWNA's Costs for the emergency work plus a reasonable mark-up for overhead and profit. Nothing contained in this Section shall impose upon VWNA a duty to perform any emergency work absent a change order, and failure to perform any such emergency work shall not impose upon VWNA any liability for errors and omissions.
- 2.13 As required by law, permit or court order, VWNA will prepare plant performance reports and submit them to OWNER for signature and transmittal to appropriate authorities.
- 2.14 VWNA will provide laboratory testing and sampling presently required by plant performance portions of the NPDES permit and/or any federal, state or local rules and regulations, statutes or ordinances, permit or license requirements or judicial and regulatory orders and decrees.
- 2.15 VWNA will provide laboratory testing and sampling presently required by the City's IPP program.
- 2.16 VWNA will provide for the collection and hauling of solid waste, screenings, grit, and scum ("Waste") to OWNER's existing or approved disposal sites. It shall be the sole right and responsibility of OWNER to designate, approve or select disposal sites to be used by VWNA for OWNER's waste materials. All Waste and/or byproduct treated and/or generated during VWNA's performance of services is and shall remain the sole and exclusive property of OWNER. All manifests or other

documentation required for disposal of Waste shall be signed by or in the name of the OWNER.

- 2.17 VWNA will provide for the dewatering and disposal of biosolids produced from the OWNER's existing solids handling system. Changes in disposal sites, tipping fees, processes or equipment will constitute a Change in Scope of Service. All biosolids generated during VWNA's performance of services is and shall remain the sole and exclusive property of OWNER. All manifests or other documentation required for disposal of Waste shall be signed by or in the name of the OWNER.
- 2.18 Upon request of OWNER or as it shall deem necessary, VWNA will provide a listing of recommended capital improvements required for the Project. VWNA will not be relieved of its responsibility to perform if the recommendations are not implemented; provided, however, that capital improvement necessary to: (i) meet effluent requirements; (ii) meet federal, state or local laws, rules or regulations for the safety or accessibility of persons in or about the Project shall not be optional for the OWNER. If approved, the OWNER will make arrangements for the design and construction of said improvements.
- 2.19 VWNA may coordinate modifications to the facilities required to comply with OSHA standards and all costs associated therewith shall be charged to the Maintenance and Repair Limit.
- 2.20 VWNA will retain ownership of any vehicles, predictive maintenance equipment and/or computers supplied. In the event that this contract is terminated by the OWNER prior to the natural expiration of any term, then at VWNA's option it may transfer all or part of such equipment (including potentially the transfer of leases for vehicles used at the project) to the OWNER. In such case, OWNER shall be responsible to pay any ongoing costs of ownership or lease, along with any unamortized costs of acquisition of the equipment.

2.21 Representatives of VWNA and the OWNER shall meet on a quarterly basis for the purpose of discussing and resolving odor control and/or any other issues that may arise.

3 VWNA's Scope of Services - Wastewater

- 3.1 This Article shall apply to VWNA's OM&M services for the OWNER's wastewater treatment system.
- 3.2 Within the design capacity and capabilities of the Waste Treatment Plant described in Appendix B, VWNA will manage, operate and maintain the Plant so that effluent discharged from the Plant's outfalls meets the requirements specified in Appendix C-1.

- 3.3 VWNA will perform all Maintenance and Repairs for the Wastewater portion of the Project, and submit a monthly accounting to OWNER, along with a detailed invoice, if Maintenance and Repair expenditures for the Project exceed the Maintenance and Repair Limit specified in Section 5.1.

4 OWNER's Duties

- 4.1 The OWNER shall fund and shall pay the full cost of all necessary Capital Expenditures. Priority shall be given to safety and the ADA related expenses described in Section 2.18. Any loss, damage, or injury resulting from OWNER's failure to provide capital improvements and/or funds in excess of the Maintenance and Repair Limit, when reasonably requested by VWNA, shall be the sole responsibility of OWNER.
- 4.2 The OWNER shall keep in force all Project warranties, guarantees, easements and licenses that have been granted to OWNER and are not transferred to VWNA under this Agreement.
- 4.3 The OWNER shall pay all sales, excise, *ad valorem*, property, franchise, occupational and disposal taxes, or other taxes associated with the Project, if any, other than taxes imposed upon VWNA's net income and/or payroll taxes for VWNA employees.

It is the mutual intention of the OWNER and VWNA that VWNA will have the benefit of the same tax exemptions related to operation of municipal wastewater/pollution control assets that the OWNER is entitled to (for example, for the purchase of chemicals, parts, supplies, etc.), and to the extent permitted by law VWNA shall be considered as OWNER's agent for purposes of purchasing such items for use at the Facilities. In the event VWNA is required to pay any sales tax or use taxes on the value of the services provided by VWNA hereunder or the services provided by any subcontractor of VWNA, such payments shall be reimbursed by the OWNER, unless the OWNER furnishes a valid and properly executed exemption certificate relieving the OWNER and VWNA of the obligation for such taxes. In the event the OWNER furnishes an exemption certificate which is invalid or not applicable to services by VWNA, the OWNER shall indemnify VWNA for any taxes, interest, penalties, and increment costs, expenses or fees which it may incur as a result of VWNA's reliance on such certificate.

- 4.4 The OWNER may provide VWNA, within a reasonable time after request and on an "as available" basis, with the temporary use of any piece of OWNER's heavy equipment that is available so that VWNA may discharge its obligations under this Agreement in the most cost-effective manner. The provision of equipment pursuant

to this section shall be at OWNER's discretion, and OWNER shall not be required to provide temporary use of any equipment if it does not wish to do so.

- 4.5 OWNER shall provide for VWNA's exclusive use of all equipment presently in full-time use at the Project.
- 4.6 OWNER shall provide the Project with appropriate devices (e.g. video monitoring, coded entry to treatment facilities, etc.) to protect against any losses resulting from the theft, damage, or unauthorized use of property owned by OWNER and shall accept liability for such losses, except to the extent such losses are directly caused by the negligent acts or omissions of VWNA.
- 4.7 OWNER warrants that during the interim period between the initial Project inspection by VWNA and the commencement date, the plants, facilities and equipment have been operated only in the normal course of business, all scheduled and proper maintenance have been performed, and there are no issues known to OWNER regarding the condition of the Project and Facility composing the Project and/or any equipment used by the Project.
- 4.8 OWNER shall be responsible for the payment of all accrued vacation and related time or benefits of OWNER employees upon the effective date of this agreement.
- 4.9 OWNER shall be responsible for the cleaning and disposal of biosolids from the sludge storage lagoons. VWNA will continue to manage and oversight of the day-to-day cleaning and disposal process.

5 Compensation

- 5.1 VWNA's compensation under this Agreement shall consist of an Annual Fee. The Annual Fee shall include limits for Maintenance and Repair and Electric Utilities. For the first year of this Agreement the Annual Fee shall be Three Million, Four Hundred Forty Seven Thousand, One Hundred Ninety One Dollars (\$3,447,191). The Maintenance and Repair Limit included in the Annual Fee is Three Hundred Forty Two Thousand, Three Hundred Sixteen Dollars (\$342,316). The "Electrical Utility Limit" included in the Annual Fee is Six Hundred Twenty One Thousand, and Fifty Two Dollars (\$621,052).

~~All costs related to odor control are not included in the Annual Fee and will be reimbursed at a Cost Plus 10%.~~

- 5.2 If actual Maintenance and Repair expenditures exceed the Maintenance and Repair Limit by ten percent (10%) or greater, OWNER will pay the excess over ten percent

to VWNA in accordance with Section 6.3. VWNA will notify OWNER when actual Maintenance and Repair expenditures equal eighty percent (80%) of contract limits. If actual Electric Utilities expenditures exceed the Electric Utilities Limit, OWNER will pay the excess to VWNA in accordance with Section 6.3. VWNA agrees to monitor the Maintenance and Repair and Electric Utilities expenditures and report to the OWNER those expenditures on a monthly basis.

- 5.3 The Annual Fee shall be negotiated each year at least four (4) months prior to the anniversary of this Agreement's commencement date. Should OWNER and VWNA fail to agree, the Annual Fee will be determined by the application of the procedures in Appendix D. The Maintenance and Repair Limit shall increase by a percentage equal to the change in the Annual Fee.
- 5.4 The Electric Utilities Limit shall be increased or decreased annually by applying the percentage differential between the annual cost for electricity for the current year and the annual cost for electricity for the immediately preceding year to the existing Electric Utilities Limit. For example, the 2014 Electric Utilities Limit will be determined by taking the 2013 Electric Utilities Limit and multiplying it by the cost percentage change from 2012 to 2013.

6 Payment of Compensation

- 6.1 One-twelfth (1/12) of the Annual Fee for the current year shall be due and payable on the first business day following the first regular meeting of the Grand Island City Council of the month for each month that services are provided.
- 6.2 All other compensation to VWNA is due upon receipt of VWNA's invoice and payable within ~~fifteen (15)~~ forty-five (45) days.
- 6.3 Any monies payable pursuant to Section 5.2 will be paid within ~~sixty (60)~~ forty-five (45) calendar days after the end of each Agreement year.
- 6.4 OWNER shall pay interest at an annual rate equal to the prime rate published by the Wall Street Journal plus four percent (4.0%), said rate of interest not to exceed any limitation provided by law, on payments not paid and received within thirty (30) calendar days of the due date, such interest being calculated from the due date of the payment. In the event the charges hereunder might exceed any limitation provided by law, such charges shall be reduced to the highest rate or amount within such limitation.
- ~~6.5 Odor Control Costs will be invoiced quarterly on a Cost plus 10% rate. OWNER will pay VWNA in accordance with Section 6.2.~~

7 Scope Changes

7.1 A Change in Scope of services shall occur when and as VWNA's costs of providing services under this Agreement change as a result of:

7.1.1 any change in Project operations, personnel qualifications or staffing or other cost which is a result of an Unforeseen Circumstance;

7.1.2 increases or decreases of not less than ten percent (10%) in the number of users connected to the facilities;

7.1.3 increases or decreases of not less than ten percent (10%) in the influent flow or loadings as demonstrated by a twelve month floating average compared to the twelve month period ending on the effective date of this Agreement (baseline flow and loading information is located in Appendix C);

7.1.4 increases or decreases in rates or other related charges (including taxes) imposed upon VWNA by a utility provider or taxing authority, excluding taxes based on VWNA's net income; and/or

7.1.5 OWNER's request of VWNA and VWNA's consent to provide additional services.

7.1.6 increases or decreases of greater than 20% on average in a 12 month period in insurance premium costs, healthcare benefit costs, or chemical costs which are not caused by the fault of either party.

7.2 For Changes in Scope described in Sections 7.1.1 through, and including, 7.1.3, the Annual Fee shall be increased (or decreased) by an amount equal to VWNA's additional (reduced) Cost associated with the Change in Scope. Modifications of the Annual Fee as a result of conditions described in Section 7.1.3 shall be retroactive to the beginning of the twelve month comparison period.

7.3 For Changes in Scope described in Section 7.1.4, the Annual Fee shall be increased (or decreased) by an amount equal to VWNA's additional (reduced) Cost associated with the Change in Scope. (See Section 7.5)

7.4 OWNER and VWNA shall negotiate an increase in VWNA's Annual Fee for Changes in Scope based on Sections 7.1.5 and 7.1.6.

8 Indemnity, Liability and Insurance

- 8.1 VWNA hereby agrees to indemnify and hold OWNER harmless from any liability or damages for bodily injury, including death, which may arise from VWNA's negligence or willful misconduct under this Agreement; provided, VWNA shall be liable only for that percentage of total damages that corresponds to its percentage of total negligence or fault.
- 8.2 OWNER agrees to indemnify and hold VWNA harmless from any liability or damage or bodily injury, including death, which may arise from all causes of any kind other than VWNA's negligence or willful misconduct, including, but not limited to, breach of an OWNER warranty.
- 8.3 Both parties shall be liable to the other to the extent specified in this Agreement for direct damages caused to that party as permitted by law, but neither party nor their affiliated companies, officers, agents, employees or contractors, shall be liable to the other in any action or claim for indirect, consequential or special damages, loss of profits, loss of opportunity, loss of product or loss of use.
- 8.4 VWNAC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 8.5 VWNA shall be liable for those fines or civil penalties imposed by a regulatory or enforcement agency for violations occurring on or after the start of operations under this Agreement, of the effluent quality requirements provided for in Appendix C-1 that are a result of VWNA's negligence. OWNER will assist VWNA to contest any such fines in administrative proceedings and/or in court prior to any payment by VWNA. VWNA shall pay the cost of any such contest.
- 8.6 OWNER shall be liable for those fines or civil penalties imposed by any regulatory or enforcement agencies on OWNER and/or VWNA that are not a result of VWNA's negligence or are otherwise directly related to the ownership of the Project and shall indemnify and hold VWNA harmless from the payment of any such fines and/or penalties.
- 8.7 To the fullest extent permitted by law and notwithstanding any other provision of this Agreement, VWNA's liability for performance or non-performance of any obligation arising under the Agreement (whether arising under breach of contract, tort, strict liability, or any other theory of law or equity) including, but not limited to its indemnity obligations specified in Section 8.1 of the Agreement, shall be limited to: (i) general money damages in an amount equal to the amount of any proceeds of insurance received by the OWNER or to which VWNA is entitled pursuant to any general liability insurance or automobile liability policy required to be maintained by VWNA hereunder as specified in Appendix F (without regard to the amount of any deductible which may be applicable under any such general

liability or automobile liability policy) with respect to such loss; or (ii) to the extent proceeds of insurance are not received and such general liability or automobile insurance is not applicable, a cumulative aggregate over the full initial term and any extended term(s) of this agreement of an amount not to exceed One Million Seven Hundred Thousand Dollars (\$1,700,000).

8.8 Each party shall obtain and maintain insurance coverage of a type and in the amounts described in Appendix E. Each party assumes the risk of loss or damage to its respective property, from any cause, including the actual or alleged negligence or strict liability of the other party, and shall maintain broad form property insurance in order to protect both parties against any such loss. Each party shall provide the other party with satisfactory proof of insurance.

8.9 Indemnity agreements provided for in this Agreement shall survive the termination of the Agreement.

9 Term, Termination and Default

9.1 The initial term of this Agreement shall be five (5) years commencing [[DATE]]. Thereafter, this Agreement shall be automatically renewed for two successive terms of five (5) year each, unless canceled in writing by either party no less than one hundred and twenty (120) days prior to expiration. Provided, however, that either party will have a right to terminate this Agreement without cause or penalty, and subject only to the contractual consequences of termination (for example, those provisions governing inventory true-up and transfer of equipment but excluding any markup over Cost or similar profit or penalty, such as the markup described in Section 9.3), at the end of the third year of the initial term, and thereafter at the end of the third year of any successive terms, upon notice in writing of not less than one hundred twenty (120) days prior to the end of such third year.

9.2 Except as otherwise set forth herein, a party may terminate this Agreement only for a material breach of the Agreement by the other party; only after giving written notice of breach; and, except in case of a breach by OWNER for non-payment of VWNA's invoices, in which case termination may be immediate by VWNA, only after allowing the other party thirty (30) days to cure or commence taking reasonable steps to cure the breach.

9.3 Upon notice of termination by OWNER, VWNA shall assist OWNER in assuming operation of the Project. If additional Cost is incurred by VWNA at request of OWNER, OWNER shall pay VWNA such Cost plus a markup of fifteen percent (15%) for profit within 15 days of invoice receipt.

9.4 Upon termination of this Agreement and all renewals and extensions of it, VWNA will return the Project to OWNER in the same condition as it was upon the effective

date of this Agreement, ordinary wear and tear excepted. Equipment and other personal property purchased by VWNA for use in the operation or maintenance of the Project shall remain the property of VWNA upon termination of this Agreement, unless the property was directly paid for by OWNER, or OWNER specifically reimbursed VWNA for the cost incurred to purchase the property, or this Agreement provides to the contrary. Any costs for the ongoing use, transfer, or support of software or hardware systems used at the project will be the responsibility of OWNER.

10 Disputes and Force Majeure

10.1 In the event activities by employee groups or unions cause a disruption in VWNA's ability to perform at the Project, OWNER, with VWNA's assistance or VWNA at its own option, may seek appropriate injunctive court orders. During any such disruption, VWNA shall operate the facilities on a best-efforts basis until any such disruptions cease.

10.2 Neither party shall be liable for its failure to perform its obligations under this Agreement, if such failure is due to any Unforeseen Circumstances beyond its reasonable control or force majeure. However, this Section may not be used by either party to avoid, delay or otherwise affect any payments due to the other party.

11 Confidentiality

11.1 VWNA or OWNER may from time to time disclose to the other party confidential information relating to the provision of services or the terms of this Agreement ("Confidential Information"). Neither party will disclose Confidential Information of the other to any third party, or use such Confidential Information for any purpose other than as specified herein, without the express written consent of the other party. Confidential Information will be clearly designated in writing as confidential. Confidential Information does not include information: (a) generally available to or known to the public; (b) previously known to the recipient; (c) independently developed by the recipient outside the scope of this Agreement; (d) lawfully disclosed by a third party; or (e) required to be disclosed by operation of law. Upon any termination or expiration of this Agreement in accordance with its terms, each party will, within a reasonable period of time thereafter return all confidential or proprietary information received from the other party under the terms of this Agreement, except that each party may retain a legal file copy.

11.2 Any protectable intellectual property developed or used by VWNA in the course of performing the services under this Agreement shall be the exclusive property of VWNA.

[END OF TEXT THIS PAGE]

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The parties hereto indicate their approval of this Agreement by their signatures below, and each party warrants that all corporate or governmental actions necessary to bind the parties to the terms of this Agreement have been and will be taken.

VEOLIA WATER NORTH AMERICA-CENTRAL, LLC

By: _____

Name: _____

Title: _____

Date: _____

CITY OF GRAND ISLAND, NEBRASKA

By: _____

Name: _____

Title: _____

Date: _____

CERTIFICATE OF COUNSEL

The undersigned, as counsel(s) for the City of Grand Island in this transaction, hereby certifies that (s)he has examined the circumstances surrounding the selection of Veolia Water North America-Central, LLC ("VWNA") and the award and letting of the foregoing contract to VWNA by the City of Grand Island and has found that said selection and award process comply with the procurement laws of the State of Nebraska, and the City of Grand Island.

Counsel for City of Grand Island

Date: _____

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APPENDIX A

DEFINITIONS

- A.1 "Abnormal Substances" means substances or materials that: (i) create a fire or explosion hazard at the Facility; (ii) will cause corrosive structural damage to the Facility; (iii) contain solid or viscous pollutants in amounts which will cause obstruction to the flow in the Facility; (iv) are present in flow rates or concentrations that will cause Interference or Pass Through; (v) will result in the presence of toxic gases, vapors or fumes within the Facility in a quality that may cause acute worker health and safety problems; or (vi) will result in an alteration of the requirements or costs for the operation or maintenance of the Facility.
- A.2 "Adequate Nutrients" means plant influent nitrogen, phosphorus and iron contents proportional to BOD₅ in the ratio of five (5) parts nitrogen, one (1) part phosphorus, and one-half (0.5) part iron for each one hundred (100) parts BOD₅.
- A.3 "Annual Fee" means a predetermined, fixed sum for VWNA's services. The Annual Fee includes Cost and profit.
- A.4 "Biologically Toxic Substances" means any substance or combination of substances contained in the plant influent in sufficiently high concentration so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of OWNER's Certificate of Approval. Biologically toxic substances include, but are not limited to, heavy metals, phenols, cyanides, pesticides and herbicides.
- A.5 "Capital Expenditures" means any expenditures for (1) the purchase of new, repaired, or replacement of equipment or facility items that cost more than Fifteen Thousand Dollars (\$15,000.00); or (2) major repairs or replacements which significantly extend equipment or facility service life and cost more than Fifteen Thousand Dollars (\$15,000.00) or (3) expenditures that are planned, non-routine and budgeted by OWNER.
- A.6 "Cost" means all Direct Cost and indirect cost determined on an accrual basis in accordance with generally accepted accounting principles.
- A.7 "Condition Assessment" means. the evaluation of critical equipment using industrial standards such as PSAT, Air-master and Motor Master (all DOE-developed tools) and other predictive maintenance technologies as well as in-house developed spreadsheets and databases to asses and quantify asset condition.

- A.8 "Criticality Assessment" means the ranking of environmental, financial and/or safety risk based on the consequence of failure.
- A.9 "Direct Cost" means the actual cost incurred for the direct benefit of the Project including, but not limited to, expenditures for project management and labor, employee benefits, chemicals, lab supplies, repairs, repair parts, maintenance parts, safety supplies, gasoline, oil, equipment rental, legal and professional services, quality assurance, travel, office supplies, other supplies, uniforms, telephone, postage, utilities, tools, memberships and training supplies.
- A.10 "Electrical Utility Limit" means the amount apportioned within the Annual Fee to cover the annual cost for electrical utility service at the Wastewater Treatment Plant. The limit is set assuming the installation of the planned 400 HP blowers. Costs exceeding the limit will be reimbursed by the OWNER as set forth herein.
- A.11 "Maintenance" means those routine and/or repetitive activities required or recommended by prudent industry practices or by VWNA to maximize the service life of the equipment, sewer, vehicles and facilities.
- A.12 "Maintenance and Repair Limit" means the total Maintenance and Repair expenditures that VWNA has included in the Annual Fee. Such expenditures exclude any labor costs for VWNA's staff assigned to the Project. VWNA's specialized maintenance personnel, not assigned at the Project, who provide such specialized services such as, but not limited to, vibration, thermographic and electrical analyses, instrumentation maintenance and repair will be charged to the Maintenance and Repair Limit.
- A.13 "Odor Control Cost" means the cost for chemicals, the purchase and/or lease of equipment used to mitigate odors, and the upkeep of such equipment. Cost to maintain the equipment will be charged to the Repair & Maintenance Limit.
- A.14 The "Project" means all equipment, vehicles, grounds, rights of way, sewers and facilities described in Appendix B and, where appropriate, the management, operations and maintenance of such.
- A.15 "Repairs" means those non-routine/non-repetitive activities required for operational continuity, safety and performance generally due to failure or to avert a failure of the equipment, sewer, vehicles or facilities or some component thereof.
- A.16 "Unforeseen Circumstances" shall mean any event or condition which has an effect on the rights or obligations of the parties under this Agreement, or upon the Project, which is beyond the reasonable control of the party relying thereon and constitutes a justification for a delay in or non-performance of action required by this Agreement, including but not limited to (i) an act of God, landslide, lightning, earthquake, tornado, fire, explosion, flood, failure to possess sufficient property rights, acts of the public enemy, war, blockade,

sabotage, insurrection, riot or civil disturbance, (ii) preliminary or final order of any local, province, administrative agency or governmental body of competent jurisdiction, (iii) any change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, province or governmental body, (iv) labor disputes, strikes, work slowdowns or work stoppages, but excluding labor disputes, strikes, work slowdowns or work stoppages by employees of VWNA; and (v) loss of or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project.

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APPENDIX B

DESCRIPTION OF PROJECT

VWNA agrees to provide the services necessary for the management, operation and maintenance of the following:

- a. All equipment, vehicles, grounds and facilities now existing within the present property boundaries of or being used to operate OWNER's Wastewater Treatment facility located at 3013 East Swift Road, Grand Island, Nebraska 50501.
- b. All equipment, vehicles (except pick-up trucks), grounds and facilities now existing within the present property boundaries of lift stations described as follows:.

Station ID	Location	Status
Lift Station #1	2004 W 3 rd Street	On-line
Lift Station #2	Five Points	On-line
Lift Station #3		Off-line
Lift Station #4	Broadwell Ave & BNSF Tracks	On-line
Lift Station #5	5 th St & Evans Street	On-line
Lift Station #6		Off-line
Lift Station #7	Phoenix Ave & Grand Street	On-line
Lift Station #8	Forrest Street & Custer Ave	On-line
Lift Station #9		On-line
Lift Station #10	20 th & Sycamore Street	On-line
Lift Station #11	8 th Street & Custer	On-line
Lift Station #12		Off-line
Lift Station #13	18 th Street & Indiana Street	On-line
Lift Station #14	Broadwell Park	On-line
Lift Station #15	17 th Street & Hanacock Ave	On-line
Lift Station #17	Locust & Ramada Rd	On-line
Lift Station #18	Shady Bend Road	On-line
Lift Station #19	Capital Ave & Diers Ave	On-line
Lift Station #20	Highway 281 & Highway 34	On-line
Lift Station	3340 N Shady Bend Road	On-line
Storm Water Pump Station		
Storm Water Pump Station		
Storm Water Pump Station		

b. All OWNER provided vehicles and equipment now existing for use at the
Project:

Unit #	Model
741	Mixer Truck
742	Mixer Truck
750	621E Case Loader
752	Sterling Dump w/Pup
753	Ford 8000 Dump
754	IHC Dump
755	Ford 9000 Dump
756	IHC Dump
757	Hicklan Gen 210KW
758	Winco Gen 25KW
760	JD MB Injection Pump
761	4" Ford Pump
766	10" JD/GR Emerg. Pump
767	John Deere Tractor 4640
771	10 yd Dump Truck
775	Onan 70KW Generator
781	Ford Semi Tractor
783	Nisson Fork Lift
786	Blue Ford Tractor
788	621D Case Loader
789	Backhoe
792	4650 John Deere Tractor
	Mustang Telehandler
	Winco Gen 65KW

APPENDIX C-1

NPDES PERMIT AND PROJECT CHARACTERISTICS WASTEWATER TREATMENT

C.1 VWNA will operate so that effluent will meet the requirement of NPDES permit number [[XXXXXX]] effective [[DATE]] and expiring [[DATE]], a full and complete copy of which is adopted by reference herein as of the date hereof. VWNA shall be responsible for meeting the effluent quality requirements of the Permit unless one or more of the following occurs: (1) the Project influent does not contain Adequate Nutrients to support operation of Project biological processes and/or contains Abnormal Substances or Biologically Toxic Substances which cannot be removed by the existing process and facilities; (2) dischargers into OWNER's sewer system violate any or all regulations as stated in OWNER's Industrial Water and Sewer Ordinance(s) or as required by law; (3) the flow or influent BOD₅ and/or suspended solids exceeds the Project design parameters which are xxx million gallons of flow per day, xxxx pounds of BOD₅ per day, xxxx pounds of suspended solids, xxx pounds per day of ammonia and a daily peaking factor of xxx times flow; (4) if the Project is inoperable or can operate only at a reduced capacity on account of construction activities, fire, flood, adverse weather conditions, labor disputes or other causes beyond VWNA's control.

C.2 At the completion of the scheduled Wastewater rehabilitation projects the various quantities cited in paragraph C.1 shall be reviewed by VWNA and the OWNER.

~~C.2~~

C.3 In the event any one of the Project influent characteristics, suspended solids, BOD₅ or flow, exceeds the design parameters stated above, VWNA shall return the plant effluent to the characteristics required by NPDES in accordance with the following schedule after Project influent characteristics return to within design parameters.

<u>Characteristics Exceeding Design Parameters By</u>	<u>Recovery Period Maximum</u>
10% or Less	5 days
Above 10% Less than 20%	10 days
20% and Above	30 days

Notwithstanding the above schedule, if the failure to meet effluent quality limitations is caused by the presence of Abnormal Substances or Biologically Toxic Substances or the lack of Adequate Nutrients in the influent, then VWNA will have a thirty (30) day recovery period after the influent is free from said substances or contains Adequate Nutrients.

~~C.3~~

C.4 VWNA shall ~~not~~ be responsible for fines or legal action as a result of discharge violations occurring within the scope of the facility's design parameters. The OWNER shall be responsible for fines or legal action as a result of discharge violations resulting from abnormal substances or occurring outside the scope of the facility's design parameters. ~~period and any subsequent recovery period that (1) influent exceeds design parameters; or (2) does not contain Adequate Nutrients; or (3) contains Abnormal Substances or Biologically Toxic Substances; or (4) is inoperable.~~

~~C.4~~

C.5 The Annual Fee for services under this Agreement is based upon the following:

(a) Project influent characteristics:

Flow [[XXXX]] gpd
NH₄N [[XXX]] pounds per day
BOD₅ [[XXX]] pounds per day
TSS [[XXX]] pounds per day
DHS* [[XXX]] mg/L

~~*DHS means Dissolved Hydrogen Sulfide concentration.~~

The above characteristics are the design criteria for the facility. Any change of 10 percent (10%) or more in any of these characteristics, based upon a twelve (12) month moving average, will constitute a Change in Scope. (See Article 7)

APPENDIX D

ANNUAL FEE ADJUSTMENT FORMULA

Annual Adjustment

Annually until the expiration or earlier termination of this Agreement, the Annual Fee shall be adjusted each year, such adjustment becoming effective on the anniversary date of the commencement date of the Initial Term. The parties may negotiate each adjustment, but in the event that they are not able to mutually agree on an adjustment the Base Compensation shall be adjusted according to the change in the Escalation Factor. The Escalation Factor is comprised of the following:

- (a) 50.8% of the year-to-year change in the Consumer Price Index, All Urban Consumers ("CPI-U"), as published by the United States Department of Labor, Bureau of Labor Statistics Not Seasonally Adjusted, US City Average, All Items, Series ID: CUUR0000SA0;

plus

- (b) 47.7% of the year-to-year change in the Employment Cost Index ("ECI") as published by the United States Department of Labor, Bureau of Labor Statistics Not Seasonally Adjusted, Compensation-Civilian Workers-Service Occupations, Series ID: CIU1010000300000I;

plus

- (c) 1.5% of the year-to-year change in the Producer Price Index ("PPI") as published by the United States Department of Labor, Bureau of Labor Statistics Not Seasonally Adjusted, Chemicals and Allied Products – Series ID: WPU06.

For purposes of this Agreement, the indices applicable to calculation of the Escalation Factor shall be the indices published in March of each year.

In no event shall the Annual Fee be reduced by application of the adjustment formula.

APPENDIX E

INSURANCE COVERAGE

VWNA SHALL MAINTAIN:

1. Statutory workers' compensation for all of VWNA's employees at the Project as required by the State of Nebraska.
2. Commercial General Liability insurance, insuring VWNA's negligence, in an amount not less than \$1,000,000 each occurrence and \$5,000,000 aggregate for bodily injury and/or property damage.
3. Business Automobile Liability insurance, insuring owned, non-owned and hire automobiles in an amount not less than \$1,000,000 combined single limit.

OWNER SHALL MAINTAIN:

1. Statutory workers' compensation for all of OWNER's employees associated with the Project as required by the State of Nebraska.
2. Property damage insurance for all property, including vehicles owned by OWNER and operated by VWNA under this Agreement. Any property, including vehicles, not properly or fully insured shall be the financial responsibility of the OWNER.

VWNA will provide at least thirty (30) days' notice of the cancellation of any policy it is required to maintain under this Agreement. VWNA may self-insure reasonable deductible amounts under the policies it is required to maintain to the extent permitted by law. Each party shall include the other party as an additional insured on the coverages, excluding workers' compensation, required to be maintained hereby and shall contain a waiver of subrogation in favor of the other party as respects any claims covered or which should have been covered by valid and collectible insurance including any deductibles or self insurance maintained thereunder.

MUNICIPAL WATER SUPPLY VITAL INTEREST

The municipal water supply of the City of Grand Island is a vital economic interest to the Grand Island region. Protection of that supply is the unique responsibility of the City of Grand Island and should remain a key element in the water policy of the City of Grand Island.

MUNICIPAL WATER SUPPLY

The Grand Island municipal water supply depends upon the maintenance of high-quality instream flows of water in the Platte River. The quantity and quality of the Platte River water at the wellfield is dependent upon the management practices of upstream water users. Nitrate contamination of the ground water in the Platte Valley has compelled maintenance of instream flows of the Platte River as the only economically viable alternative for municipal water supplies. Protection of those instream flows should remain a key element in the water policy of the City of Grand Island.

TRANSBASIN DIVERSION OF PLATTE RIVER

Transbasin diversion of water from the Platte River will have a long-term negative impact upon the economic and environmental interests of the Platte Valley. The City of Grand Island should continue to vigorously oppose present and future applications for transbasin diversion of Platte River flows.

INDIRECT TRANSBASIN DIVERSION

Transbasin diversion may occur directly through surface flows and indirectly through groundwater mounding. All reasonable efforts to reduce or eliminate indirect transbasin diversion should be pursued.

OPEN REVIEW AND EXAMINATION OF MANAGEMENT PRACTICES

The management practices of all water users who depend upon the water resources of the Platte valley should be open to review and examination. Reasonable modifications of those management practices to protect and enhance the economic and environmental interests of the Platte valley should be encouraged.

IRRIGATED AGRICULTURE VITAL INTEREST

Irrigated agriculture is a vital economic interest to all of the Platte valley. Protection of existing Platte valley irrigation should remain a key element in the water policy of the City of Grand Island.

RIVERINE ENVIRONMENT VITAL INTEREST

The riverine environment of the Platte River is a vital economic and environmental interest to all of the Platte valley. Protection of riverine environment should remain a key element in the water policy of the City of Grand Island.

COMMITMENT TO PUBLIC INTEREST

The water resources of the State of Nebraska require protective management to serve to long-term interests of all concerned. The water management practices of the City of Grand Island should be open to examination and modification to protect the public interest. The water management practices of all applicants for use of Platte River water should be open to examination and modification to protect the public interest.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the *Water Policy Statement of the City of Grand Island* pertaining to:

Municipal water Supply Vital Interest

Municipal Water Supply

Transbasin Diversion of Platte River

Indirect Transbasin Diversion

Open Review and Examination of Management Practices

Irrigated Agriculture Vital Interest

Riverine Environment Vital Interest

Commitment to Public Interest

be, and hereby is, approved and adopted by the City in support of management practices of the Platte River; a copy of such policy attached to this resolution and incorporated herein by reference.

Moved by Councilmember JOHNSON

Seconded by Councilmember NEAL

Roll call vote: "Yes": HUTCHINSON, MURRAY, JOHNSON, NEAL, FEASTER,

SEIFERT, SORENSEN, SHAFER AND KUZMA.

"No": WIT

Motion carried DECEMBER 9, 1991

CITY OF GRAND ISLAND, NEBRASKA

OFFICIAL PROCEEDINGS

MINUTES OF CITY COUNCIL MEETING

December 9, 1991

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Grand Island was conducted in the Council Chambers of City Hall on December 11, 1991. Notice of this meeting was given in the Grand Island Daily Independent on December 6, 1991

A quorum present, Mayor Dobesh call the meeting to order at 7:00 p.m. The following members were present: Mayor Dobesh, Councilmembers Hutchinson, Wit, Murray, Johnson, Neal, Feaster, Seifert, Sorensen, Shafer and Kuzma. Councilmember Kuzma arrived at 8:15 p.m. The following officials were present: City Attorney Keith Sinor, Public Works Director Wayne Bennett and City Clerk Muritta Czaplewski.

Invocation was given by Captain Kevin VanZee of the Salvation Army.

Approval of Minutes: Motion by Sorensen, second by Shafer, carried unanimously to approve the minutes of the Regular Council Meeting, November 25, 1991; Special Council Meeting, December 2, 1991; and Study Session, December 2, 1991.

PUBLIC HEARING: Proposed Amendment to provisions of the Zoning Ordinance governing signage. A change in the zoning ordinance is required to eliminate a conflict with the sign code portion of the City Code which was amended by the City Council recently. This hearing was held to solicit public comment and there was none. (See Ordinance No. 7774).

PUBLIC PARTICIPATION:

The following citizenry spoke out about the water application: George Myers, 4914 Kearney Road favored the City Council's action in opposing the application. Mike O'Neill, 503 O'Neill Circle urged the Council to study this issue very cautiously; Lawrence Krug, 2103 Park Drive, asked that the water not be shut off to the irrigators; June O'Neill, 503 West O'Neill Circle, feels the Platte River Maintenance Whooping Crane Trust is destroying other wildlife habitats to perpetuate the trust area as a crane trust; Jim Sanders, 281 North Harrison, talked about whose interest the council should defend; Tina Heinz, Executive Director of the Grand Island Convention and Visitors Bureau, stressed the use of collective intelligence and reason to develop a water management policy that is in the best interest of everyone; and Tim Anderson of Central Nebraska Public Power and Irrigation District, suggested changes be made to the water policy that was being proposed and stated his organization will be presenting a plan that will be very beneficial to the City of Grand Island.

Louise Miller, 1104 West Charles, believes the City should be responsible for the maintenance of water pipes up to the curb box.

Page 2, Regular Council Meeting, December 9, 1991

DISCUSSION AND INFORMATION ITEMS:

Election of City Council President: Councilmember Wit nominated Councilmember Hutchinson and Councilmember Sorensen nominated Larry Seifert. Motion was made by Murray to table this issue until after Councilmember Kuzma arrived at the meeting. Upon roll call vote, Hutchinson, Wit, Murray, Johnson, Feaster, Seifert, and Shafer voted aye. None voted nay. Neal and Sorensen abstained. Motion carried.

Approval of City Council Committee/Liaison Appointments. Motion by Sorensen, second by Shafer, carried unanimously to approve the City Council Committee/liaison Appointments which are as follows: Robert Sorensen to City-County Board of Health; Joni Kuzma, Mike Shafer and Larry Seifert to City-County Joint Communications/Civil Defense Committee; Mike Hutchinson and Larry Seifert as Community Development Liaisons; Burton Feaster, Michael Hutchinson, and Alice Neal as Downtown liaisons; Glen Murray as Industrial Foundation Liaison; Glen Murray to League of Municipalities Legislative Committee; Steve Johnson and Mike Shafer as Regional Planning Liaisons; Gary Wit, Joni Kuzma and Bob Sorensen as School Liaisons; Burton Feaster, Steve Johnson and Alice Neal to Warm Slough-Moores Creek Advisory committee and Gary Wit, Alice Neal, Joni Kuzma and Steve Johnson to Compost committee.

Approval of 1992 City Council Meeting Schedule: Motion by Sorensen, second by Shafer carried unanimously to approve the 1992 City Council Meeting Schedule.

Approval of Revised 1991 City Council Meeting Schedule: Motion by Sorensen, second by Shafer carried unanimously to change the date of the next scheduled regular city council meeting from December 23, 1991 to December 16, 1991.

Initiation of Annexation proceedings of properties removed from County Industrial Area Designation in the area of the U.S. Highway 281 -U.S. Highway 30 Interchange. This area is not in the city limits because it at one time was designated as a County Industrial Area. At the request of the City, five of the eleven parcels in the area were removed from the Industrial Area in 1985 by the Hall County Board. In the intervening years, the City neglected to initiate annexation proceedings. Motion by Shafer, second by Seifert, carried unanimously to authorize initiation of annexation proceedings for properties in the area of the Highway 281 and Highway 30 Interchange.

REQUESTS AND REFERRALS:

Receipt of Downtown Improvement Board Minutes of November 19, 1991 and Community Development Advisory Committee Minutes of December 4, 1991. Motion was made by Sorensen, second by Wit, to accept the Downtown Improvement Board Minutes of November 19, 1991 and Community Development Advisory Committee Minutes of December 4, 1991. Upon roll call vote, Hutchinson, Wit, Murray, Johnson, Neal, Feaster, Sorensen, Shafer and Kuzma voted aye. Seifert voted nay. Motion carried.

Request of Susan Johnson for License Agreement to connect to Interceptor Sanitary Sewer. The property of Susan Johnson is not currently served by sanitary sewer, and the only existing line in the vicinity is an interceptor line. She made an application for a license agreement to allow for connection to an interceptor sewer at a manhole to serve Lot 9, Palu Subdivision. Motion by Sorensen, second by Wit, carried unanimously to approve the request of Susan Johnson for a License Agreement to connect to the interceptor sanitary sewer.

Request of IAMS Dog Food Plant of Aurora for acceptance of refuse at Sanitary Landfill. Anyone seeking to dispose of waste material from outside of Hall County must receive approval from the City Council. IAMS Dog Food Plant of Aurora has made a request to dispose of dry dog food from bags, paper bags, and cardboard. This material does not pose any potential environmental risks. Motion was made by Sorensen, second by Wit, to accept refuse from the IAMS Dog Food Plant of Aurora. Upon roll call vote, Hutchinson, Wit, Murray, Johnson, Neal, Feaster, Sorensen, Shafer and Kuzma voted aye. Seifert voted nay. (Kuzma absent)

RESOLUTIONS:

Approving Subdivision Agreement and Final Plat for Morningside Acres Subdivision. This Subdivision Agreement and Final Plat were submitted by Mr. James Beltzer of Riverside Investment, Inc. It provides for the development of 38 single family lots, one large lot for a detention cell and possible future condominiums on the north side of Stagecoach Road immediately west of August Street. Motion by Seifert, second by Sorensen, carried unanimously to approve the Subdivision Agreement and Final Plat for Morningside Acres Subdivision.

(Councilmember Kuzma entered the meeting at this time-8:15p.m.)

Adopting Statement of Policy on Water Management. At the December 5, 1991 Special City Council meeting, City Attorney Keith Sinor distributed a proposed statement on Water Policy which he prepared. This policy statement is intended to address the interests and concerns of the City of Grand Island relative to water issues, and particularly, the management of the Platte River. The statement is not issue specific and is not directed at the pending application of the Central Nebraska Public Power and Irrigation District for additional irrigation rights. This policy will provide the residents of Grand Island and other interested parties with a better understanding of the City's position and will serve as a guide when water issues are dealt with in the future.

Motion was made by Hutchinson, seconded by Wit, to encourage those appropriated authorities to approve an extension to allow the 33,000 acres in question to be able to be irrigated during the 1992 irrigation season and that a water management program be settled and agreed upon by Central and all interested parties. Motion was made by Murray, second by Neal, to table Mr. Hutchinson's motion until the next regular City Council meeting on January 13, 1991. Upon roll call vote, Murray, Neal, Feaster, Seifert, Sorensen, Shafer and Kuzma voted aye. Hutchinson, Wit, and Johnson voted nay. Motion carried.

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Motion was made by Johnson, second by Neal, to adopt the Statement of Policy on Water Management. Upon roll call vote, Hutchinson, Murray, Johnson, Neal, Feaster, Seifert, Sorensen, Shafer and Kuzma voted aye. Wit voted nay. Motion carried.

Establishing Policy governing Charges for Public Document Search and Reproduction. In developing a proposed policy, the City Administrator has sought to codify the various document changes and issues into one policy resolution. It is recommended that the present practice of charging ten cents per copy be retained. Motion was made by Wit, second by Murray, carried unanimously to adopt this resolution establishing policy relative to public document search and reproduction and that the following statement be added: "The search and reproduction of public documents, which involves significant or extensive staff research, search, or reproduction, shall be done on a fee for service basis, including staff time."

Approving request to the Hall County Board for removal of properties from an Industrial Area Designation. This resolution addresses a proposed request to the Hall County Board for the removal of seven parcels of land from County Industrial Area Designation. These properties consist of: 1.) Farmer's Choice, 2.) Construction Rental, Inc., 3.) Nebraska Department of Roads, 4.) Monte's Electronic Stores, 5.) U.S. Highway 281 and U.S. Highway 30 right-of-ways, which are located in the area near the intersection of Highway 281 and Highway 30; 6.) the City's detention cell known as "the site" and 7.) the former railroad right-of-way located south of Fonner Park Road in the central part of the city. Motion by Sorensen, second by Feaster, carried unanimously to approve request to the Hall County Board for removal of properties from the County Industrial Area Designation.

Approving the solicitation of Consultant Proposals for Municipal Cable System Feasibility Study and enabling legislation. Councilmember Seifert, at the December 2, 1991 meeting, distributed a report that he authored entitled, "Municipally Owned Cable Television Company." He recommended that the City conduct a feasibility study relative to a municipal cable television system in Grand Island. He has asked the City Council to authorize the solicitation of consultant proposals for a study. This would require the development of a Request for Proposals, and this resolution would authorize the staff to prepare this document. This action item also directs City staff to work with the League of Nebraska Municipalities and our legislative delegation in pursuing State enabling legislation. Motion by Seifert, second by Kuzma, carried unanimously to approve the solicitation of Consultant Proposals for Municipal Cable System Feasibility Study and enabling legislation.

Adopting Phase 1 of Personnel Compensation and Classification Plan and Amendments to Personnel Policy. Ms. Donna Starling of the management consulting firm of Ralph Anderson and Associated, presented their findings and recommendations relative to Phase I of the Personnel Compensation and Classification Study at the December 2, 1991 Study Session meeting. She was present and indicated that since her presentation, minor revisions were made to the allocation list and job descriptions. Two new job titles were added which were Turf Management Specialist and Legal Secretary.

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Motion was made by Kuzma, second by Wit, to substitute the following language on page three under the job description for the position of city administrator: "Immediate supervision by mayor" in place of "policy direction from the mayor" and to add "and general supervision by City Council" to this sentence. Upon roll call vote, Hutchinson, Wit, Murray, Johnson, Neal, Feaster, Seifert, Shafer and Kuzma voted aye. Sorensen voted nay. Motion carried.

Motion by Neal, second by Murray, carried unanimously to approve adoption of Phase I of the Personnel Compensation and Classification Plan and Amendments to the Personnel Policy. Upon roll call vote, Hutchinson, Wit, Murray, Johnson, Neal, Feaster, Seifert, Shafer and Kuzma voted aye. Sorensen voted nay. Motion carried.

Approving Exterior Design, Interior Floor Plan, and Timetable for City Hall Project. Project Architect Tom Findley, of the architectural firm of Leo A. Daly Company, has submitted the proposed exterior and interior design, floor layout, office assignments and schematic plans for the new City Hall. He was present and gave a video presentation of the computer imagery of the above plans. Motion made by Kuzma, second by Hutchinson, carried unanimously to approve the exterior design, interior floor plan, office assignments and timetable for the new City Hall Project.

Approving amendment to Architectural Scope of Service for City Hall Project. The designation of the new Grand Island City Hall as a State Survival Crisis Management Center can provide funding for up to 50% of the cost of the lower level, including a full basement. An additional 7,000 square feet could be constructed. The State and Federal Emergency Management officials have indicated that the Federal program could fund \$50,000-\$75,000 of the \$202,500 architectural services cost. Motion was made by Kuzma, second by Wit, to approve amending the architectural scope of services of the Leo A. Daly Company for the City Hall Project which includes providing \$30,000 for the additional services and that they be engaged to provide interior design services associated with the development of furniture design and specifications at a cost of \$19,500. Upon roll call vote, Hutchinson, Wit, Murray, Feaster, Seifert, Sorensen, Shafer and Kuzma voted aye. Johnson and Neal voted nay. Motion carried.

Authorizing execution of Lease Agreement for Rental of property at 253 South Locust by Police Department for storage of abandoned property. The Police Department has utilized space at the Parks Garage Building at Second and Sycamore to store abandoned property that is acquired by their department. An alternate location is needed with the pending removal of the Parks Garage. The Police Chief has located a vacant building at 253 South Locust Street and has negotiated a temporary rental agreement for 1 1/2 years at the rate of \$300.00 per month. Motion by Sorensen, second by Feaster, carried unanimously to approve the execution of a Lease Agreement for rental of property at 253 South Locust by the Police Department for storage of abandoned property.

Election of City Council President: A vote was taken on the nominations of Mike Hutchinson and Larry Seifert. Mike Hutchinson received six votes and Larry Seifert four votes. Motion

by Neal, second by Seifert, carried unanimously to make the vote a unanimous one for Mike Hutchinson as City Council President.

Councilmember Johnson suggested that the mayor arrange a different seating arrangement of the council members.

ORDINANCES:

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

- | | |
|-------|---|
| #7774 | To amend Sections 36-13 and 36-14 of the Grand Island Zoning pertaining to signs. |
| #7775 | To amend Chapter 17 of City Code pertaining to garbage removal |

be considered for passage on the same day upon reading by number only, and then placed on final passage, and that the City Clerk be permitted to call out the number of the Ordinances on their first reading, and then upon their final passage, and call for a roll call vote on each reading and final passage. Motion was seconded by Councilmember Hutchinson. Upon roll call vote, with all members voting aye, motion carried.

After inviting questions or comments, and there being none, the Mayor called for a roll call vote on the motion. Hutchinson, Wit, Murray, Jolmson, Neal, Feaster, Seifert, Sorensen, Shafer and Neal voted aye. None voted nay. Motion carried.

Clerk: Ordinances #7774 and #7775 on their first reading. All those in favor of passage, answer roll call. On roll call vote, with all members voting aye, motion carried.

Clerk: Ordinances #7774 and #7775 on final passage. All those in favor of passage of said ordinances on their final passage, answer roll call. On roll call vote, with all members voting aye, motion carried.

Mayor: By reason of the roll call votes on the first and final passage of said ordinances, Ordinances #7774 and #7775 are declared to be lawfully passed and adopted upon publication as required by law.

PAYMENT OF CLAIMS:

Motion was made by Sorensen, second by Shafer, to pay the claims of December 9, 1991 in the amount of \$103,560.21. Hutchinson abstained from voting on Claim #19550 in the amount of \$374.09 to Graham Tire Company. Upon roll call vote, Hutchinson, Wit, Murray, Jolmson, Neal, Feaster, Seifert, Sorensen, Shafer and Kuzma voted aye. None voted nay. Motion carried.

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ADJOURNMENT:

The meeting was adjourned at 9:00 p.m.

Respectfully submitted,

Muritta F. Czaplewski
City Clerk

RESOLUTION 2012-41 (A)

WHEREAS, the City Of Grand Island City Council has reviewed options for improving the cost efficiency of the Wastewater Treatment Plant's operations, including contract operations with Veolia Water, and initiation of an internal improvement plan; and

WHEREAS, the City Of Grand Island invited qualifications for contract management consulting services for the Operation of the Wastewater Treatment Plant, according to the Request For Qualifications on file with the Engineering Division of the Public Works Department; and

WHEREAS, on August 16, 2011 proposals were received, reviewed, and evaluated in accordance with established criteria in the RFQ; and

WHEREAS, Veolia Water of Naperville, Illinois submitted qualifications in accordance with the terms of the Request for Qualifications and all statutory requirements contained therein and the City Procurement Code; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City shall enter negotiations with Veolia Water of Naperville, Illinois for contract management of the Wastewater Treatment Plant.

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

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Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 10, 2012	☐ City Attorney

RESOLUTION 2012-41 (B)

WHEREAS, the City Of Grand Island City Council has reviewed options for improving the cost efficiency of the Wastewater Treatment Plant's operations, including contract operations with Veolia Water, and initiation of an internal improvement plan; and

WHEREAS, staff in the form of a Wastewater Plant Engineer and a Wastewater Operations Engineer is needed to provide the expertise and guidance necessary for this initiative; and

WHEREAS, the positions of Wastewater Plant Engineer and Wastewater Operations Engineer need to be created; and

WHEREAS, identification of available Asset Management software and services is needed to further develop this improvement plan; and

WHEREAS, it is necessary to identify types and locations for monitoring devices to develop an installation plan and estimate; and

WHEREAS, the additional expertise and the information expected from the Asset Management and Monitoring and Automation studies is required to develop the internal improvement plan; and

WHEREAS, additional funding not to exceed \$500,000 is needed to immediately initiate this plan and cash reserves are available; and

WHEREAS, after all information has been presented to City Council to allow for a well informed decision to be made; and

WHEREAS, City Council has voted and approved the initiation of an alternate improvement plan at the Wastewater Treatment Plant.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Wastewater budget is amended to include an expenditure of an amount not to exceed \$500,000 in fiscal year 2011/12 to fund the salaries of a Wastewater Plant Engineer and a Wastewater Operations Engineer and to fund Asset Management and Monitoring and Automation studies; and the Salary Ordinance is amended to include the titles of Wastewater Plant Engineer and Wastewater Operations Engineer.

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Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 14, 2012

Council Session

Item J1

Approving Payment of Claims for the Period of January 25, 2012 through February 14, 2012

*The Claims for the period of January 25, 2012 through February 14, 2012 for a total
amount of \$3,514,033.95. A MOTION is in order.*

Staff Contact: Jaye Monter