
City of Grand Island



Tuesday, June 26, 2012
Council Session Packet

City Council:

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

Mayor:

Jay Vavricek

City Administrator:

Mary Lou Brown

City Clerk:

RaNae Edwards

7:00 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 Dan O'Neill, Abundant Life Christian Center, 3411 West Faidley Avenue

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.



City of Grand Island

Tuesday, June 26, 2012

Council Session

Item C1

Proclamation “Pandemic 2012 Zombie Week” June 30 – July 1, 2012

Coming to the Grand Island Heartland Public Shooting Park the weekend of June 30 thru July 1, 2012 will be the first Pandemic 2012 Zombies in the Heartland event. This event is an action packed 3-gun shooting event where individuals from all over the United States will use handguns, shotguns, and rifles to engage in zombie themed targets. The Mayor has proclaimed June 30 - July 1, 2012 as "Pandemic 2012 Zombie Week". See attached PROCLAMATION.

Staff Contact: Mayor Jay Vavricek

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

PROCLAMATION

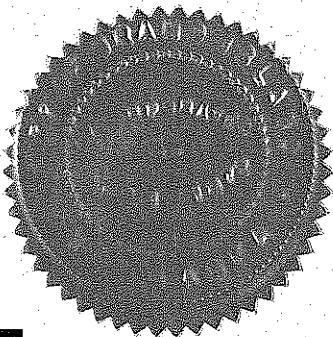
- WHEREAS, the City of Grand Island Heartland Public Shooting Park will be home to Pandemic 2012 Zombies in the Heartland event the weekend of June 30 thru July 1, 2012; and
- WHEREAS, the event is made possible through the partnership of the Heartland Public Shooting Park and major event sponsors Hornady Manufacturing and the Nebraska National Guard; and
- WHEREAS, Pandemic 2012 is an action packed 3-gun shooting event where individuals will use handguns, shotguns, and rifles to engage zombie themed targets; while vying for the top spot utilizing speed and safety on every course of fire. Participants from all over the nation will be in attendance for the largest prize table in Nebraska Shooting Sports history; and
- WHEREAS, the participation of the people of the City of Grand Island will be a celebration of all things fun and fictional this summer. With our encouragement and help to strengthen and build upon the freedoms we embrace within our community.

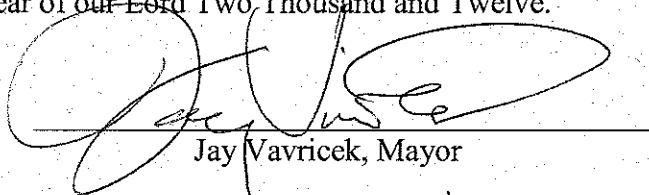
NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the week of June 30 – July 1, 2012 as

“PANDEMIC 2012 ZOMBIE WEEK”

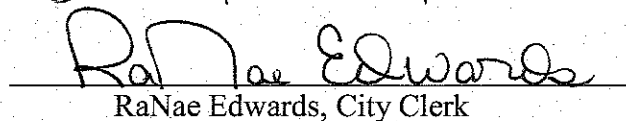
in the City of Grand Island, and encourage all citizens to support this event.

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




Jay Vavricek, Mayor

Attest:


RaNae Edwards, City Clerk



City of Grand Island

Tuesday, June 26, 2012

Council Session

Item C2

Recognition of the Public Works Department Streets Division

The Mayor and City Council will recognize the outstanding work by the Public Works Department Streets Division on the Sycamore Street Underpass. A huge thank you goes to the Streets Division for the tremendous job performed on the construction of this project in a timely manner.

Staff Contact: Mayor Jay Vavricek



City of Grand Island

Tuesday, June 26, 2012

Council Session

Item E1

Public Hearing on Request from Los Dos Hermanos Mexican Restaurant, LLC dba Los Dos Hermanos Mexican Restaurant, 2004 North Broadwell Avenue for a Class “I” Liquor License

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: June 12, 2012

Subject: Public Hearing on Request from Los Dos Hermanos Mexican Restaurant, LLC dba Los Dos Hermanos Mexican Restaurant, 2004 North Broadwell Avenue for a Class "I" 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

Los Dos Hermanos Mexican Restaurant, LLC dba Los Dos Hermanos Mexican Restaurant, 2004 North Broadwell Avenue has submitted an application for a Class "I" Liquor License. A Class "I" Liquor License allows for the sale of alcohol on sale only 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 the application was a request from Maria Rico, 617 West 13th Street for a Liquor Manager Designation.

Based on the Police Report (see attached) it is recommended that the City Council make no recommendation to the Liquor Control Commission on this application due to gross omissions, inaccuracies, and discrepancies in the application.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to make no recommendation on this application for Los Dos Hermanos Mexican Restaurant, LLC dba Los Dos Hermanos Mexican Restaurant, 2004 North Broadwell Avenue for a Class "T" Liquor License based on the Police Report due to gross omissions, inaccuracies, and discrepancies in the application.

06/21/12
16:37

Grand Island Police Department
LAW INCIDENT TABLE

450
Page: 1

City : Grand Island
Occurred after : 15:53:08 05/25/2012
Occurred before : 15:53:08 05/25/2012
When reported : 15:53:08 05/25/2012
Date disposition declared : 05/25/2012
Incident number : L12053803
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License
Investigation
Incident address : 2004 Broadwell Ave N
State abbreviation : NE
ZIP Code : 68803
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : T Telephone
Agency code : GIPD Grand Island Police Department
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number : RaNae
Geobase address ID : 1783
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status : NCI Non-criminal Incident
=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	99863	06/19/12	Rico, Maria G	Owner/Manager
NM	126283	06/19/12	Rico, Tiburcio Jr	Maria's Spouse
NM	147401	06/19/12	Roberts, Jacquelyn Rico	Tiburcio's
Daughter				
NM	177008	06/19/12	Rico, Ricardo T	Maria's Son
NM	177009	06/19/12	Los Dos Hermanos,	Business
Involved				

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT21	Restaurant	

LAW INCIDENT NARRATIVE:

I Received a Copy of a Liquor License Application from Los Dos Hermanos Mexican Restaurant and a Copy of a Liquor Manager Application from Maria Rico.

LAW INCIDENT OFFENSES DETAIL:

Se	Offe	Offense code	Arson Dama
1	AOFF	Alcohol Offense	0.00

LAW INCIDENT RESPONDERS DETAIL:

Se	Responding offi	Unit n	Unit number
1	Vitera D	318	Vitera D

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	11:29:40 06/19/2012

318

Grand Island Police Department
Supplemental Report

Date, Time: Tue Jun 19 11:29:52 CDT 2012
Reporting Officer: Vitera
Unit- CID

Los Dos Hermanos Mexican Restaurant is applying for a Class I (beer, wine, distilled spirits, on sale only) LLC liquor license. Maria Rico is applying to be the liquor manager. Other members of the company are Ricardo and Jacquelyn Rico. From the application and information in Spillman, it appears that Ricardo and Jacquelyn are Maria's children. Maria's husband and father of the children is Tiburcio Rico. Maria has lived in Grand Island or Lincoln since 1990.

While reviewing the application, I noticed several discrepancies, inaccuracies, and omissions. First of all, under the section in the liquor license application that asks for convictions, the only thing

filled in is an entry for Tiburcio Rico in June of '87 in San Antonio, Texas that appears to say "claim he was American city." I'm not exactly sure what that means, but I will ask Maria and check with Homeland Security. In Maria's manager application where it asks for convictions, the "no" box is checked.

I checked everyone on the application through Spillman and NCJIS. Maria didn't have anything in Spillman that would indicate any criminal convictions, and NCJIS didn't show any convictions. Tiburcio didn't show any potential convictions in Spillman but had several convictions listed in NCJIS. He had a DUI in '99, fictitious plates and no valid registration in '01, DDS in '02, and a dog at large in '05. Ricardo didn't have an entry in Spillman, but he also has several charges listed in NCJIS. He had an MIP in '02, leaving the scene of an accident and too fast for conditions in '04, speeding and no insurance in '05, speeding, seat belt, and DDS in '05, DUI in '06, and assault by mutual consent in 2010. According to NCJIS, Jacquelyn had a DUI in '05, following too closely and fail to appear in '97, speeding in '98, and speeding in 2011. NCJIS also showed an incident that happened in Hall County in 2011 that was dismissed.

The next piece of information that caught my eye is that Maria checked on the application that she is not borrowing any money from any source to establish or operate the business. When I met with Maria at her restaurant, she told me that her son, Ricardo, had given her \$10,000 for the business. Maria said it was not a loan, it was more of a gift.

I also noticed that form 100 page six of the application was duplicated. Even though the forms were exactly the same, Maria answered the questions differently. Question eight asks about the premise location and its relationship to schools, churches, hospitals, and homes for the elderly or indigent. Maria checked that her business is within 150' of one of the facilities. However, on the duplicate page, she checked that it is not. When I spoke to Maria, she said she was thinking of the Grand Island Christian School at Five Points when she originally filled out the form but was later told that it wasn't too close.

Question eleven on the duplicate form asks about past and present liquor licenses she has held. She left it blank on one page, but listed three Mexican restaurants on the other page. Question ten asks what financial institution the business will use along with who will have the authority to make business transactions. Maria listed Wells Fargo but didn't list who will have access to the account. When we met, she told me that she will have access, but she hadn't really thought about who else she may put on the account.

Another example of an omission is that only Ricardo signed page eight of Form 100 which is the consent and release of information form for the investigation. The form says that in the case of an LLC, all partners, members, and spouses must sign the form.

In the Insert- Form 3b, it asks the applicant to list the names of all members and their spouses. It also asks what percentage of the company that each member owns. Maria listed everyone but didn't attribute ownership correctly. She listed Ricardo as owning 10% but everyone else

as nothing. I told her that the percentages had to add up to 100%. Maria said when she filled out the application, she was thinking in terms of the present and profits. She advised that the company probably won't show a profit for a significant amount of time.

One of the requirements on the Manager Application is that the manager and her spouse must be U.S. citizens. Maria's husband, Tiburcio, is not a U.S. citizen. HSI advised that he is a Lawful Permanent Resident.

Nebraska State Statute 53-125 states that no license of any kind shall be issued to anyone who is not a citizen of the U.S. It goes on to say that a member of an LLC can be part of the company even if he is not a U.S. citizen. The last part of the statute says that when a spouse is ineligible to receive a license, the applicant is ineligible to receive a license.

If Maria and Tiburcio weren't married, she could get a license (because she's a citizen), be the manager (wouldn't have a husband who is not a citizen), and Tiburcio could be part of her company, strictly from a citizenship standpoint. However, since Maria is married to someone who is not a citizen, she has the opportunity to convince the NLCC that Tiburcio's status due to lack of citizenship isn't an issue with her receiving a liquor license or being the liquor manager. If they agree with her, the NLCC can go ahead and grant the license.

The last omission on the manager's application involves prior liquor licenses. Question two asks if the applicant or her spouse has ever had a liquor license before. The "no" box was checked. Maria had previously listed at least three other restaurants where she had a liquor license. When I spoke to Maria, she said checking the no box was just a mistake.

It obviously was just that because she showed me her past licenses and even copied them for me. Maria also told me that she didn't have any problems with selling to minors on her other licenses. Her prior licenses are too old for me to look up on the NLCC's web site, and I didn't call the NLCC to get a history on all of her other licenses.

Maria also told me that when she had a liquor license for her restaurant at the Conestoga Mall, business was sporadic. Her husband gave her money for rent even though he had signed a spousal affidavit of non-participation. Maria explained that her husband was the logical choice to go to for money. I agreed with her but had to point out that he technically violated his non-participation agreement which makes his current non-participation agreement hard to believe.

In summary, I met with Maria for about an hour and a half. I didn't get the impression that she was trying to deliberately deceive anyone. Maria explained that she has had liquor licenses before and never had any problems. She also said when she applied for those licenses, they were individual licenses. She didn't have to worry about disclosing information about other people. When she filled out this LLC application, she was still in the mind set of relating the application to just her. Maria has had licenses in the past, and she seems to be capable of assuming the responsibility of a license. However, while trying to maintain consistency with other liquor license investigations, the GIPD can't recommend an approval of this license because of the gross omissions, inaccuracies, and discrepancies.



City of Grand Island

Tuesday, June 26, 2012

Council Session

Item E2

**Public Hearing on Request from Dreisbach's Steak House, Inc. dba
Dreisbach's Carry-Out, 3337 West State Street #D for a Class
"CK" Liquor License**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: June 26, 2012

Subject: Public Hearing on Request from Dreisbach's Steak House, Inc. dba Dreisbach's Carry-Out, 3337 West State Street #D for a Class "CK" Liquor License

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

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

Dreisbach's Steak House, Inc. dba Dreisbach's Carry-Out, 3337 West State Street #3 has submitted an application for a Class "CK" Liquor License. A Class "C" Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city. A Class "K" Liquor License allows for catering.

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 the application was a request from Angela Dowd, 2140 2nd Avenue, Boelus, NE for a Liquor Manager Designation.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the application for Dreisbach's Steak House, Inc. dba Dreisbach's Carry-Out, 3337 West State Street #D for a Class "CK" Liquor License contingent upon final inspections and Liquor Manager Designation for Angela Dowd, 2140 2nd Avenue, Boelus, NE contingent upon completion of a state approved alcohol server/seller training program.

06/18/12
15:40

Grand Island Police Department
LAW INCIDENT TABLE

450
Page: 1

City : Grand Island
Occurred after : 10:38:12 06/04/2012
Occurred before : 10:38:12 06/04/2012
When reported : 10:38:12 06/04/2012
Date disposition declared : 06/05/2012
Incident number : L12060732
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License
Investigation
Incident address : 3337 State St W
State abbreviation : NE
ZIP Code : 68803
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : T Telephone
Agency code : GIPD Grand Island Police Department
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number : RaNae
Geobase address ID : 4944
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status : NCI Non-criminal Incident
=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	54898	06/07/12	Dowd, Suzanne M	Board Member
NM	54903	06/07/12	Dowd, Patrick F	Board Member
NM	166657	06/07/12	Dowd, Angela M	Owner/Manager
NM	176709	06/07/12	Dreisbach's Carry Out,	Business

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT21	Restaurant	

LAW INCIDENT NARRATIVE:

I Received a Copy of a Liquor License Application from Dreisbach's Carry-Out and
a Copy of a Manager Application from Angela Dowd.

LAW INCIDENT OFFENSES DETAIL:

Se	Offe	Offense code	Arson Dama
1	AOFF	Alcohol Offense	0.00

LAW INCIDENT RESPONDERS DETAIL:

Se	Responding offi	Unit n	Unit number
1	Vitera D	318	Vitera D

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	13:48:51 06/07/2012

Grand Island Police Department
Supplemental Report

Date, Time: Thu Jun 07 13:49:03 CDT 2012
Reporting Officer: Vitera
Unit- CID

Dreisbach's Carry-Out is applying for a Class CK (beer, wine, distilled spirits, on & off sale, plus a catering license) corporate liquor license. Angela Dowd is applying to be the liquor manager. Patrick & Suzanne Dowd (appear to be Angela's parents) are listed as directors of the corporation.

One of the questions on the liquor license application asks who will be able to make financial transactions on the business account. Angela, Suzanne, and David Dowd are listed. At this point, I don't know why Patrick isn't listed, and I don't know who David is. Patrick's middle initial is F, not D for David.

According to both applications, Angela was born in Grand Island.

According to the manager's application, she lived in Grand Island from 1998 until 2002. She then lived in Los Angeles until 2010 when she moved to Boelus, NE where she currently resides.

Angela disclosed that she has been convicted of speeding in 2009 and a broken taillight in 2011. Patrick and Suzanne did not disclose any convictions. I checked Spillman and NCJIS on Angela and her parents. They all have entries in Spillman but nothing that would indicate any convictions. Angela has two undisclosed traffic convictions in NCJIS. Patrick and Suzanne don't have any convictions listed in NCJIS. I checked the Dowd's through a law enforcement-only online database which contains a lot of personal, business, and other civil information. Angela didn't have anything detrimental. Patrick and Suzanne may have some old judgments against them, but I didn't confirm that. I met with Angela on 6/18/12 at the restaurant. She told me that David Dowd is her brother. He works at the restaurant as a manager. David and her mother are listed as being able to make business transactions on her account in her absence. Angela wasn't aware of her parents having any unpaid bills. She said they have always been good about making sure their bills get paid. However, she did mention it was possible when their restaurant closed, there could have been some actions against them. I ran some checks on David Dowd. If he were listed on the application as a member of the corporation or a liquor manager, I didn't find any criminal convictions in the State of Nebraska that would preclude Dreisbach's from getting a liquor license. In summary, the Grand Island Police Department has no objection to Dreisbach's receiving a liquor license or to Angela Dowd becoming the liquor manager.



City of Grand Island

Tuesday, June 26, 2012

Council Session

Item E3

**Public Hearing on Request from Zoul Hospitality, LLC dba
Willman's Express Bottle Market, 404 South Webb Road for a
Class "C" Liquor License**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: June 26, 2012

Subject: Public Hearing on Request from Zoul Hospitality, LLC
dba Willman's Express Bottle Market, 404 South Webb
Road for a Class "C" Liquor License

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

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

Zoul Hospitality, LLC dba Willman's Express Bottle Market, 404 South Webb Road 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 the application was a request from Zachary Zoul, 2723 Brentwood Blvd. for a Liquor Manager Designation.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the application for Zoul Hospitality, LLC dba Willman's Express Bottle Market, 404 South Webb Road for a Class "C" Liquor License contingent upon final inspections and Liquor Manager Designation for Zachary Zoul, 2723 Brentwood Blvd. contingent upon completion of a state approved alcohol server/seller training program.

06/08/12
12:57

Grand Island Police Department
LAW INCIDENT TABLE

450
Page: 1

City : Grand Island
Occurred after : 11:11:34 06/08/2012
Occurred before : 11:11:34 06/08/2012
When reported : 11:11:34 06/08/2012
Date disposition declared : 06/08/2012
Incident number : L12061167
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License
Investigation
Incident address : 404 Webb Rd S
State abbreviation : NE
ZIP Code : 68803
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : T Telephone
Agency code : GIPD Grand Island Police Department
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number : RaNae
Geobase address ID : 6399
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status : NCI Non-criminal Incident

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INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	159499	06/08/12	Zoul, Zachary Z	Owner/Manager
NM	176732	06/08/12	Willman's Express Bottle Marke	Business

LAW INCIDENT CIRCUMSTANCES:

Se Circu	Circumstance code	Miscellaneous
1	LT17 Liquor Store	

LAW INCIDENT NARRATIVE:

I Received a Copy of a Liquor License Application from Willman's Express Bottle Market and a Copy of a Manager Application from Zachary Zoul.

LAW INCIDENT OFFENSES DETAIL:

Se Offe	Offense code	Arson Dama
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1 AOFF Alcohol Offense 0.00

LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number

1 Vitera D 318 Vitera D

LAW SUPPLEMENTAL NARRATIVE:

Seq Name Date

1 Vitera D 12:40:12 06/08/2012

318

Grand Island Police Department

Supplemental Report

Date, Time: Fri Jun 08 12:40:25 CDT 2012

Reporting Officer: Vitera

Unit- CID

I received a copy of a Class C (beer, wine, distilled spirits, on and off sale) LLC Liquor License Application from Willman's Express Bottle Market. I also received a copy of a manager's application from Zachary Zoul. No one else is listed on either application.

I just completed a liquor license investigation on Zachary Zoul for Willman's Bottle Market (1201 S. Locust) last October. I didn't find anything at that time that would preclude Zachary from obtaining a liquor license or being a manager. I checked Spillman and NCJIS again for this current investigation. I didn't find any new undisclosed convictions. Spillman didn't show any alcohol-related problems at Willman's since Zachary took over. The Grand Island Police Department recommended an

approval on the last license, and the council gave local approval. The NLCC granted the license. Strictly from a law enforcement perspective, if nothing has significantly changed from the last investigation until this one; the Grand Island Police Department once again has no objection to Willman's receiving a liquor license or to Zachary Zoul becoming the liquor manager.



City of Grand Island

Tuesday, June 26, 2012

Council Session

Item E4

**Public Hearing on Request to Rezone Property Located at 4223
Shanna Street from LLR Large Lot Residential to R1 Suburban
Residential**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: June 26, 2012

Subject: Rezone Properties located West of Independence Avenue and North of 13th Street from LLR Large Lot Residential Zone to R1 Suburban Residential Zone

Item #'s: E-4 & F-1

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

Background

Concerning a request to rezone properties consisting of 2.885 acres located west of Independence and north of 13th Street, Lot 1 of Western Heights Sixth Subdivision from LLR Large Lot Residential Zone to R1 Suburban Residential Zone.

Discussion

At the regular meeting of the Regional Planning Commission, held June 6, 2012 the above item was considered following a public hearing.

O'Neill opened the Public Hearing.

Nabity explained this was a request to rezone approximately 2.885 acres of land west of Independence Avenue and north of 13th Street, Lot 1 of Western Heights Sixth Subdivision from LLR Large Lot Residential Zone to R1 Suburban Residential Zone, in the City of Grand Island. The purpose of this rezoning request is to aid in the development of the property.

There was no other discussion.

O'Neill closed the Public Hearing.

A motion was made by Ruge and seconded by Reynolds to approve the rezoning from LLR Large Lot Residential Zone to R1 Suburban Residential Zone.

A roll call vote was taken and passed with 8 members present and 8 voting in favor (McCarty, Amick, O'Neill, Ruge, Hayes, Reynolds, Haskins and Bredthauer) and none 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:

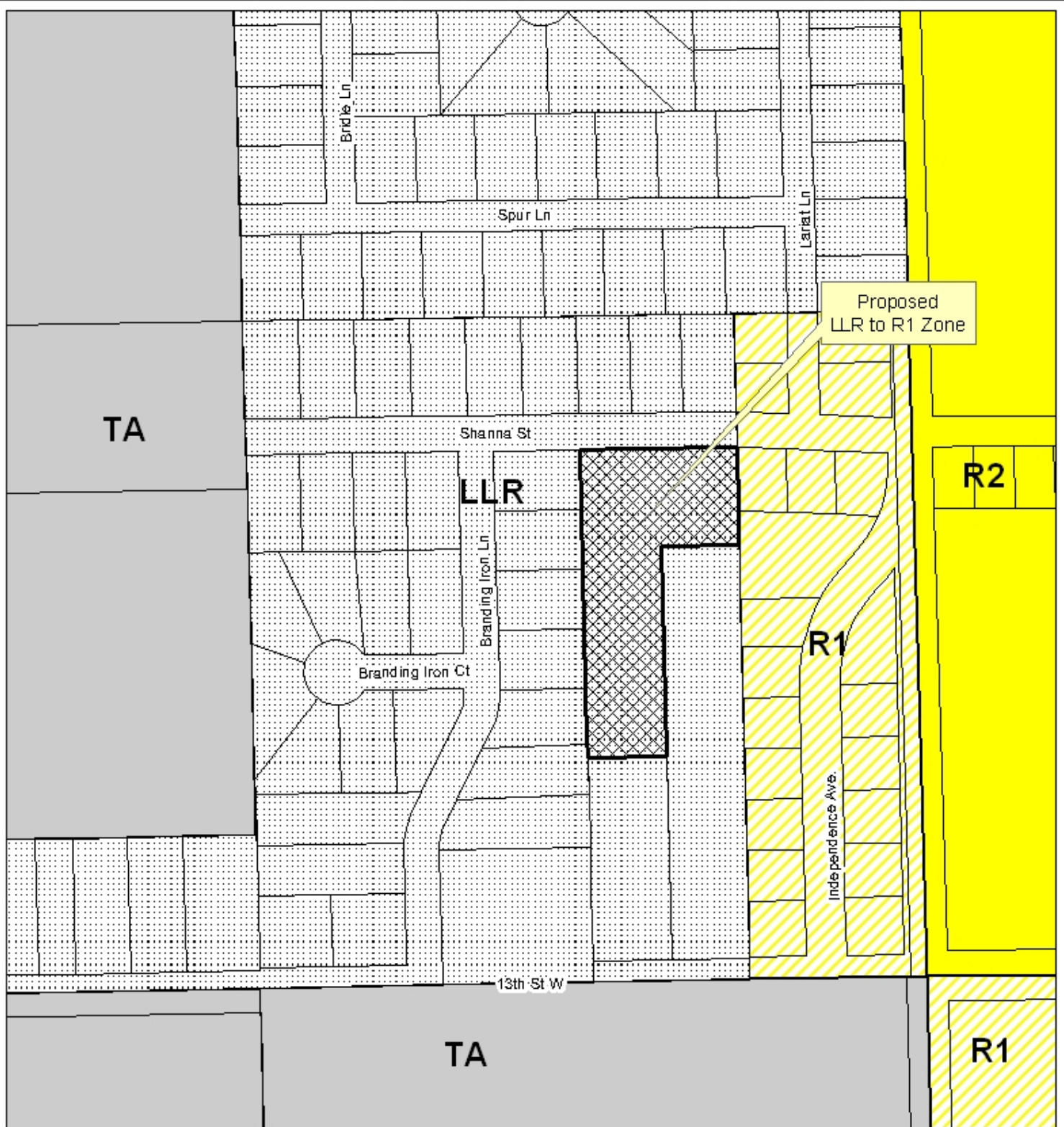
1. Approve the rezoning request as presented
2. Modify the rezoning request to meet the wishes of the Council
3. Postpone the issue

Recommendation

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

Sample Motion

Move to approve the rezoning request for property platted as Lot 1 of Western Heights Sixth Subdivision.





Requested Zoning



Scale : NONE
C-17-2012GI



-  From LLR : Large Lot Residential Zone
-  to R1 : Suburban Residential Zone



Agenda Item #6

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

May 18, 2012

SUBJECT: *Zoning Change (C-17-2012GI)*

PROPOSAL: To rezone approximately 2.885 acres of land west of Independence Avenue and north of 13th Street, from LLR Large Lot Residential to R1 Suburban Density Residential, in the City of Grand Island. The purpose of this rezoning request is to aid in the development of property.

OVERVIEW:

Site Analysis

Current zoning designation:

LLR-Large Lot Residential.

Permitted and conditional uses:

LLR- Agricultural uses, recreational uses and residential uses at a density of 2 dwelling units per acre.

Comprehensive Plan Designation:

Designated for future low to medium residential development.

Existing land uses.

Vacant

Adjacent Properties Analysis

Current zoning designations:

North, South, West: LLR-Large Lot Residential,
East: R1-Suburban Density Residential.

Permitted and conditional uses:

LLR- Agricultural uses, recreational uses and residential uses at a density of 2 dwelling units per acre. R1- Agricultural uses, recreational uses and residential uses at a density of 4 dwelling units per acre.

Comprehensive Plan Designation:

North, South, East and West: Designated for future low to medium density residential development.

Existing land uses:

North, South, West: Residential subdivision (1/2 acre lots)

East: Residential subdivision suburban density residential lots (Same R1 Zoning)

EVALUATION:

Positive Implications:

- *Consistent with the City's Comprehensive Land Use Plan:* The subject property is designated for low to medium density residential redevelopment (typically R1 to R3).
- *Accessible to Existing Municipal Infrastructure:* City water and sewer services are available to service the rezoning area.
- *Infill Development:* This subdivision will fill in a hole within the existing development along Shanna Street.
- *Monetary Benefit to Applicant:* Would allow the applicant to develop and sell this property.

Negative Implications:

- *None Foreseen*

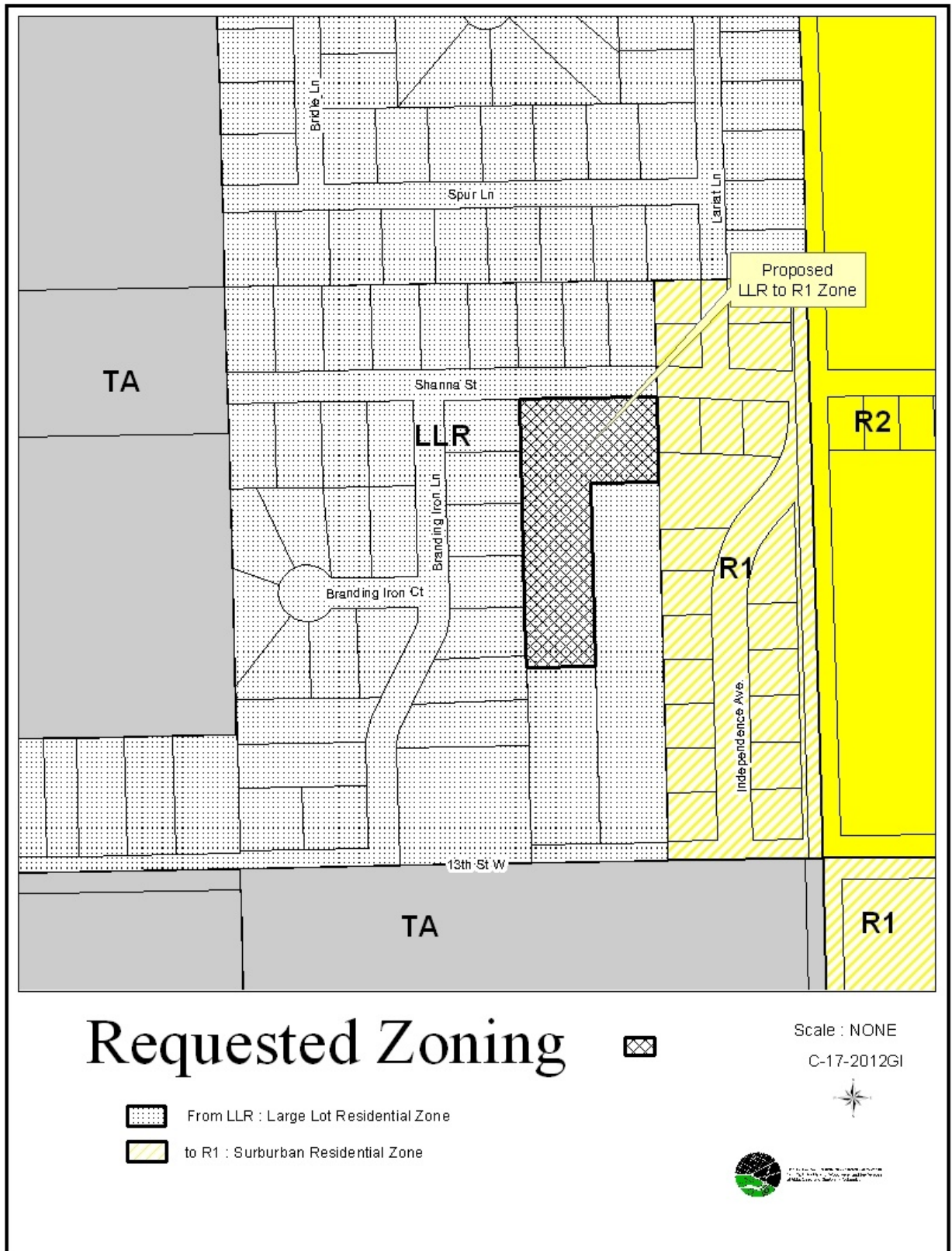
Other Considerations

This proposal is consistent with the 2004 comprehensive plan.

RECOMMENDATION:

That the Regional Planning Commission recommend that the Grand Island City Council change the zoning on the this site from LLR Large Lot Residential to R1 Suburban Density Residential as requested and shown on the attached map.

_____ Chad Nabity AICP, Planning Director





City of Grand Island

Tuesday, June 26, 2012

Council Session

Item E5

**Public Hearing on Acquisition of Utility Easement - 4106 W.
Stolley Park Road - Green Line Equipment**

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: June 26, 2012

Subject: Acquisition of Utility Easement – 4106 W. Stolley Park Road – Green Line Equipment

Item #'s: E-5 & G-3

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 Green Line Equipment, Inc., located at 4106 W. Stolley Park Road (Stolley Park Road and U.S. Hwy. 30), 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. It also allows access for water lines and appurtenance maintenance.

Discussion

This easement will be used to place City owned electric and water lines through the property to provide the utilities to the new building currently under construction by Green Line Equipment, Inc.

Alternatives

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

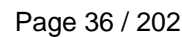
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, June 26, 2012

Council Session

Item E6

**Public Hearing on Acquisition of Utility Easement - 3751 East U.S.
Highway 34 - Niedfelt**

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: June 26, 2012

Subject: Acquisition of Utility Easement – 3751 East U.S. Highway 34 – Niedfelt

Item #'s: E-6 & G-4

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 Doralene F. Niedfelt and John C. Niedfelt, Trustees of the Jerome W. Niedfelt Family Trust, located along the easterly property line of 3751 E. U.S. Highway 34, Hall County, Nebraska, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

The Utilities Department would like an easement to allow a power line from an existing line across the Niedfelt property to a new home being built south and west of this property. The alternative would be a much longer line along Highway 34.

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

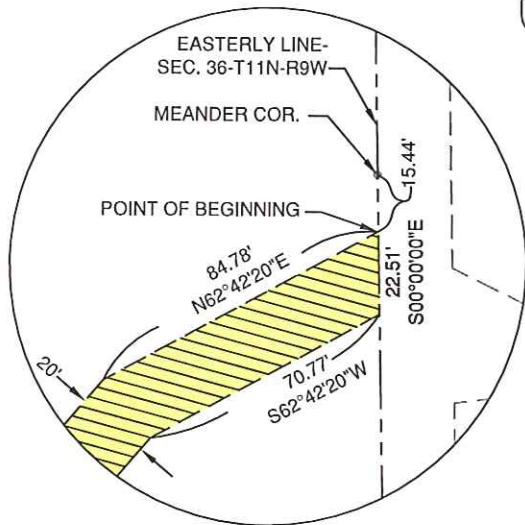
City Administration recommends that the Council approve the resolution for the acquisition of the easement for one dollar (\$1.00).

Sample Motion

Move to approve acquisition of the Utility Easement.

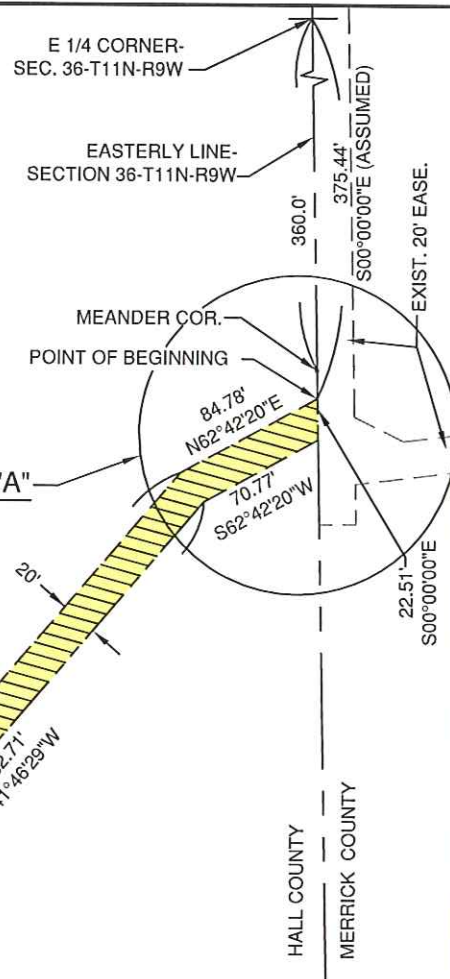
PART OF THE
E1/2, SE1/4
SECTION 36-T11N-R9W

RIVER LOT NO. 2



DETAIL "A"

SEE DETAIL "A"



EASTERLY R-O-W
LINE-US HIGHWAY 34

SOUTHEASTERLY LINE-TRACT OF
LAND DESCRIBED IN INSTRUMENT
200901159, RECORDED IN THE
REGISTER OF DEEDS OFFICE,
HALL COUNTY, NE.

US HWY
34
(CHORD BEARING)
N2°33'09"W
22.63'

LEGEND



INDICATES 20' WIDE
UTILITY EASEMENT

CITY OF GRAND ISLAND	
UTILITIES DEPARTMENT	
EXHIBIT "A"	
DRN BY: K.J.M.	SCALE: 1"= 100'



City of Grand Island

Tuesday, June 26, 2012

Council Session

Item F1

#9388 - Consideration of Request to Rezone Property Located at 4223 Shanna Street from LLR Large Lot Residential to R1 Suburban Residential

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9388

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 Lot1 of Western Heights Sixth Subdivision, from LLR Large Lot Residential Zone to R1 Suburban 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 June 6, 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 June 26, 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 LLR Large Lot Residential Zone to R1 Suburban Density Residential,:

Lot 1 of Western Heights Sixth Subdivision, in the City of Grand Island, Hall County, Nebraska.

Approved as to Form	☐ _____
October 18, 2006	☐ City Attorney

ORDINANCE NO. 9388 (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: June 26, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, June 26, 2012

Council Session

Item F2

#9389 - Consideration of Amending Chapters 2 and 12 of the Grand Island City Code to Require City Council Approval of Future Appointments of Police and Fire Chiefs

Staff Contact: Robert J. Sivick, City Attorney

Council Agenda Memo

From: Robert J. Sivick, City Attorney

Meeting: June 26, 2012

Subject: Amending Chapters 2 and 12 of the Grand Island City Code to Require City Council Approval of Future Appointments of Police and Fire Chiefs

Item #'s: F-2

Presenter(s): Robert J. Sivick, City Attorney

Background

As a City of the First Class as defined under Nebraska law, the City of Grand Island is governed by the provisions of Chapter 16 of the Nebraska Revised Statutes.

Neb. Rev. Stat. §16-308 sets forth appointive or statutory officers for Cities of the First Class. Those officers consist of the Administrator, Attorney, Treasurer (Finance Director), Engineer (Public Works Director), and Clerk. Those officers are appointed by the Mayor with the approval of the City Council. Grand Island City Code (Code) §2-30 mirrors the State statute cited above.

Presently the positions of Police Chief and Fire Chief are appointed by the Mayor without Council approval.

Discussion

The proposed ordinance amends three sections of the Code that if approved in their amended form would require the mayoral appointment of a Police and/or Fire Chief be approved by the Council.

If passed, this ordinance would only affect the appointment of future Police and Fire Chiefs.

Alternatives

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

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

Sample Motion

Move to approve Ordinance No. 9389 amending certain provisions of Chapters 2 and 12 of the Grand Island City Code regulating the appointment of the Police Chief and Fire Chief.

ORDINANCE NO. 9389

WHEREAS, the Grand Island City Council has decided to amend certain provisions of Chapters 2 and 12 of the Grand Island City Code, its laws regulating the appointment of the Police Chief and Fire Chief,

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

I. That §2-17 of the Grand Island City Code be amended to read as follows:

§2-17. Mayor; Additional Powers; Duties

In addition to the foregoing powers and duties, the mayor shall:

(1) Appoint and remove, with approval of the city council, all statutory officials; appoint with the approval of the city council, the Police Chief and the Fire Chief; appoint, remove, correct, or discipline all other hired officials and subordinate employees in the departments in both the classified and unclassified service, which appointments shall be upon merit and fitness alone pursuant to the personnel rules, and in the classified service all appointments and removals shall be subject to civil service requirements.

(2) Appoint all members of advisory boards, commissions, and committees established by ordinance or action of the council, subject to council approval.

(3) Have the power to grant reprieves and pardons for all offenses arising under the ordinances of the city after conviction to remit fines and forfeitures.

II. That §2-31 of the Grand Island City Code be amended to read as follows:

§2-31. Hired Officials

The officials set forth below shall be hired officials which shall be selected for employment by the city as set forth in the personnel rules and regulations. All of the hired officials shall be subject to the personnel rules of the City of Grand Island as adopted by resolution. The personnel rules are supplemental to the civil service rules for the officials set forth in subparagraph (B) who shall be appointed by the Mayor with the approval of the City Council, and supplemental to the terms of interlocal agreements pertaining to the officials set forth in subparagraph (C) below.

(A) The following shall constitute the general officials of the City of Grand Island:

Building Department Director
Human Resources Director
Library Director
Parks and Recreation Director
Utility Director

(B) The following shall constitute the officials subject to the civil service rules of the City of Grand Island:

Fire Chief
Police Chief

(C) The following shall constitute the interlocal officials of the City of Grand Island:

Emergency Management Director
Planning Director

III. That §12-2 of the Grand Island City Code be amended to read as follows:

§12-2. Appointing Authority

The appointing authority of the City of Grand Island for the positions of Police Chief and Fire Chief is the

Approved as to Form	▣ _____
June 26, 2012	▣ City Attorney

ORDINANCE NO. 9389 (Cont.)

Mayor of the City of Grand Island with the approval of the City Council. The appointing authority for all other positions is the Mayor of the City of Grand Island.

IV. Any ordinances or parts of ordinances in conflict are hereby repealed.

V. This ordinance shall be in full force and will take effect from and after its passage and publication pursuant to law.

Enacted: June 26, 2012.

Jay Vavricek, Mayor

ATTEST:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, June 26, 2012

Council Session

Item G1

Approving Minutes of June 12, 2012 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

June 12, 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 June 12, 2012. Notice of the meeting was given in *The Grand Island Independent* on June 6, 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, Kirk Ramsey, Peg Gilbert, Mitch Nickerson, Linna Dee Donaldson, Vaughn Minton, and John Gericke. Councilmembers absent were Bob Niemann and Scott Dugan. 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 Finance Director Jaye Monter.

INVOCATION was given by Pastor Charles Gregory, First Baptist Church, 811 West 10th Street followed by the PLEDGE OF ALLEGIANCE.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of Heartland Lutheran High School Boys Golf Team for Class “D” State Championship. Mayor Vavricek and the City Council recognized the Heartland Lutheran High School Boys Golf Team, Coach Dan Bremer and Assistant Coach Greg Uhrmacher for the Class “D” State Golf Championship. Present for the recognition were: Coach Dan Bremer, Assistant Coach Greg Uhrmacher, Sam Simonson, Garrett Suchanek, Thomas Hudnall, and Jacob Stinson. Josh Sugita was absent.

Recognition of 2011-2012 Community Youth Council. Public Information Officer Wendy Meyer-Jerke introduced Michael Hollman who gave an update and video of activities the CYC students participated in over the past year. The Mayor and City Council recognized the following Community Youth Council (CYC) members: Sophomores – Jordyn Barnett; Juniors – Ashley Bykerk, Stephanie Chandler, Danny Gamboa, Emily Heineman, Emma Kreutzer, Brianna Vietera, and Miranda Wieczorek; Seniors – Evan Dexter, Michael Hollman, Anna Scarborough, Dillon Spies, and Reyna Raymundo. Board Members – Erin Blauhorn, Jennifer Cramer, Craig Garrett, Elizabeth Mayfield, Randy See, Celine Swan, and Roy Swan. Those not present were: CYC students Kerrigan Anspauch, Samantha Moravec, Jackson Buck, Mitch Maginnis, Josh Sugita, Tori Katzberg, Kuulei Hose, Jessica Wiens, Alex Wirth and Board Members – Elizabeth Kuta, Jared Stockwell, and Theresa Engelhardt. The “Above and Beyond Award” were presented to Emma Kreutzer and Jessica Wiens.

Mayor thanked the CYC students and Public Information Officer Wendy Meyer-Jerk for their work over the past year.

PUBLIC HEARINGS:

Public Hearing on Request from The Wine Bar LLC dba The Wine Bar, 313 West 3rd Street for a Class “CK” Liquor License. City Clerk RaNae Edwards reported that an application for a Class

“CK” Liquor License had been received from The Wine Bar LLC dba The Wine Bar, 313 West 3rd Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on May 18, 2012; notice to the general public of date, time, and place of hearing published on June 2, 2012; notice to the applicant of date, time, and place of hearing mailed on May 18, 2012; along with Chapter 4 of the City Code. Staff recommended approval. Craig Hand, 4220 Calvin Drive spoke in support. No further public testimony was heard.

Public Hearing on Request from Sunrise Restaurants LLC dba Denny’s, 3333 Ramada Road for a Class “I” Liquor License. City Clerk RaNae Edwards reported that an application for a Class “I” Liquor License had been received from Sunrise Restaurants LLC dba Denny’s, 3333 Ramada Road. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on May 23, 2012; notice to the general public of date, time, and place of hearing published on June 2, 2012; notice to the applicant of date, time, and place of hearing mailed on May 23, 2012; along with Chapter 4 of the City Code. Staff recommended approval. Zachary Zoul, 3333 Ramada Road and Guillermo Pena, 311 East 3rd Street, Apt. 18 spoke in support. No further public testimony was heard.

Public Hearing on Generalized Redevelopment Plan for an Area Known as Redevelopment Area No. 9 Located East of U.S. Highway 281 and West of Webb Road, North of State Street and South of Capital Avenue. Regional Planning Director Chad Nabity reported that Marvin Planning Consultants had prepared a Generalized Redevelopment Plan for the blight study for the area located east of U.S. Highway 281 and west of Webb Road, north of State Street and south of Capital Avenue which sets the parameters for TIF projects. Staff recommended approval. Ron Depue, Attorney, 308 North Locust Street representing Gordman Grand Island, LLC spoke in support. No further public testimony was heard.

Public Hearing on Site Specific Redevelopment Plan for an Area Located at 3420 West State Street. Regional Planning Director Chad Nabity reported that this was a plan amendment for CRA Area #9 which included a cost benefit analysis and draft TIF contract under consideration by the CRA for renovation at 3420 West State Street. Staff recommended approval. Kelly Raferty, 717 West Anna Street spoke in support. No further public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located along the South Side of 1221 South Shady Bend Road (Scott & Carman Renz). Utilities Director Tim Luchsinger reported that acquisition of real estate located along the south side of 1221 South Shady Bend Road was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers for the purpose of re-routing the electric line around a garage and also provide a location for a new service to the property to the east owned by Midland Ag Service, Inc.. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located along the East Side of 1221 South Shady Bend Road (Midland Ag Service, Inc.). Utilities Director Tim Luchsinger reported that acquisition of real estate located along the east side of 1221 South Shady Bend Road was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers for the purpose of re-routing the electric line around a garage and also provide a location for a new service to the property to the east owned by Midland Ag Service, Inc.. Staff recommended approval. No public testimony was heard.

Public Hearing on Contract Amendment to CDBG 10-ED-10. Community Development Administrator Marco Floreani reported that a contract amendment was being requested from the State of Nebraska for reallocation of the savings from the sanitary and water extension to the Platte Valley Industrial Park-East to be used to pave Blaine Street. Staff recommended approval. Marlan Ferguson, 2808 Apache Road spoke in support. No further public testimony was heard.

Public Hearing on Contract Extension and Budget Amendment for CDBG Community Revitalization Phase II. Community Development Administrator Marco Floreani reported that the original contract end date was June 20, 2012 and the requested contract extension date was August 30, 2013. It was recommended the project be sifted from owner-occupied rehab to public infrastructure and that the funds be used to pay for a portion of a sewer main project along 4th and 5th Street from Eddy to Vine Street. Staff recommended approval. No public testimony was heard.

Public Hearing on CDBG 2011 Community Revitalization Phase III Application. Community Development Administrator Marco Floreani reported that Phase III would be used for a selected low-to-moderate income area in Grand Island. The grant funds would contribute to a public works project to install a new 18-inch sewer line along 5th Street to bypass the main sewer flow around the project area and rehab the existing sewer line. Staff recommended approval. No public testimony was heard.

CONSENT AGENDA: Consent Agenda item G-12 was pulled for further discussion. Motion by Ramsey, second by Carney to approve the Consent Agenda excluding item G-12. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of May 22, 2012 City Council Regular Meeting.

Approving Minutes of June 5, 2012 City Council Study Session.

Approving Appointment of Angela Aldana and Re-Appointments of Rob Czapleski and Kristine McElligott to the Library Board.

Approving Request from Charles Encinger, 4713 Calvin Drive for Liquor Manager Designation for Platt Duetsche, 1315 West Anna Street.

#2012-139 – Approving Acquisition of Utility Easement Located on the South Side of 1221 South Shady Bend Road (Scott & Carman Renz).

#2012-140 – Approving Acquisition of Utility Easement Located on the East Side of 1221 South Shady Bend Road (Midland Ag Service, Inc.).

#2012-141 – Approving Bid Award for Turbine Generator Parts for Platte Generating Station with Argo Turboserve Corporation of Lyndhurst, NJ in an Amount of \$224,171.00.

#2012-142 – Approving Bid Award for Turbine Generator Inspection & Repair – Technical Representative with S.T. Cotter Turbine Services, Inc. of Clearwater, MN in an Amount of \$60,651.31.

#2012-143 – Approving Coal Marketing Services with Western Fuels Association.

#2012-144 – Approving Change Order No. 2 for Moores Creek Drain Extension – Old Potash Crossing; Drainage Project No. 2008-D-2 with Midlands Contracting, Inc. of Kearney, NE for an Increase of \$2,250.00 and a Revised Contract Amount of \$212,615.00.

#2012-145 – Approving Certificate of Final Completion for Moores Creek Drain Extension – Old Potash Crossing; Drainage Project No. 2008-D-2 with Midlands Contracting, Inc. of Kearney, NE.

#2012-147 – Approving Contract Extension and Budget Amendment for CDBG Community Revitalization Phase II with Nebraska Department of Economic Development.

#2012-148 – Approving CDBG 2011 Community Revitalization Phase III Application with Nebraska Department of Economic Development.

#2012-149 – Approving Change Order #1 for Uranium Removal Water Treatment Plant – Building Construction with Chief Construction of Grand Island, NE for an Increase of \$934.00 and a Revised Contract Amount of \$325,791.30.

#2012-146 – Approving Contract Amendment to CDBG 10-ED-1 with Nebraska Department of Economic Development. Discussion was held regarding the type of street and if it would have curb and gutter. Community Development Administrator Marco Florani stated the street would be cement. Mr. Ferguson stated it would not have curb or gutters as it was not a residential street and the other roads around the Industrial Park did not have curb or gutters. Public Works Director John Collins stated this would not violate the City standards as it was in a rural area. Regional Planning Director Chad Nabity stated the City had done this numerous times. He also explained the width of the street and that there would be no parking along this section of Blaine Street.

Motion by Gilbert, second by Donaldson to approve Resolution #2012-146. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2012-150 – Consideration of Request from The Wine Bar, LLC dba The Wine Bar, 313 West 3rd Street for a Class “CK” Liquor License and Liquor Manager Designation for Robert Aki, 628 East Memorial Drive. This item is related to the aforementioned Public Hearing.

Motion by Gilbert, second by Minton to approve Resolution #2012-150 contingent upon final inspections and completion of a state approved alcohol server/seller training program. Upon roll call vote, all voted aye. Motion adopted.

#2012-151 – Consideration of Request from Sunrise Restaurants, LLC dba Denny’s, 3333 Ramada for a Class “I” Liquor License and Liquor Manager Designation for Christine Kramer, 603 Highland Drive, Ogallala, NE. This item is related to the aforementioned Public Hearing.

Motion by Haase, second by Carney to approve Resolution #2012-151 contingent upon final inspections and completion of a state approved alcohol server/seller training program. Upon roll call vote, all voted aye. Motion adopted.

#2012-152 – Consideration of Generalized Redevelopment Plan for an Area Known as Redevelopment Area No. 9 Located East of U.S. Highway 281 and West of Webb Road, North of State Street and South of Capital Avenue. This item is related to the aforementioned Public Hearing.

Motion by Haase, second by Carney to approve Resolution #2012-152. Upon roll call vote, all voted aye. Motion adopted.

#2012-153 – Consideration of Site Specific Redevelopment Plan for an Area Located at 3420 West State Street. This item is related to the aforementioned Public Hearing.

Motion by Haase, second by Donaldson to approve Resolution #2012-153. Upon roll call vote, all voted aye. Motion adopted.

#2012-154 – Consideration of Designating No Parking on the West Side of Pine Street, South of East South Front Street. Public Works Director John Collins reported that in mitigating the Union Pacific Railroads concerns relative to the Quiet Zone, the City needed to improve the site distance on Pine Street and East South Front Street by closing the first three parking stalls.

Guillermo Pena, 311 East 3rd Street, Apt. 18 spoke in opposition.

Motion by Donaldson, second by Ramsey to approve Resolution #2012-154. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Gilbert, second by Donaldson to approve a correction to the amount for payment of claims for the period of May 9, 2012 through May 22, 2012 for a total amount of \$3,881,827.83. Unanimously approved.

Motion by Gilbert, second by Nickerson to approve the Claims for the period of May 23, 2012 through June 12, 2012, for a total amount of \$5,083,769.41. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 8:18 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, June 26, 2012

Council Session

Item G2

#2012-155 - Approving Final Plat and Subdivision Agreement for Western Heights 7th Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: June 26, 2012

Subject: Western Heights Seventh Subdivision – Final Plat

Item #'s: G-2

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

Background

This property is located west of Independence Ave and north of 13th Street. This final plat proposes to create 4 lots on a tract of land comprising all of Lot One (1), Western Heights Sixth Subdivision, in the City of Grand Island, Hall County, Nebraska, said tract containing 2.885 acres.

Discussion

The revised final plat for Western Heights Seventh Subdivision was considered by the Regional Planning Commission at the June 6, 2012 meeting. A motion was made by Ruge and seconded by Haskins to approve the plat as presented. A roll call vote was taken and the motion passed with 8 members present (McCarty, Amick, O'Neill, Ruge, Hayes, Reynolds, Bredthauer and Haskins) voting in favor, no member present abstaining.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve as recommended.



LOCATION MAP

Western Heights Seventh Subdivision**Developer/Owner**

Thomas R. & Vickie k. Connelly
Trustees of the Thomas & Vickie Connelly Revocable Trust
150 S. Pipe Street
Spalding NE 68665

To create 4 lots west of Independence Ave., and north of 13th Street, in the City of Grand Island, in Hall County, Nebraska.

Size: 2.885 acres

Zoning: R1 – Suburban Density Residential Zone

Road Access: City Roads

Water Public: City water is available

Sewer Public: City sewer is available



RESOLUTION 2012-155

WHEREAS, Thomas R. Connelly and Vickie K. Connelly, Trustees of the Thomas and Vickie Connelly Revocable Trust, being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "WESTERN HEIGHTS SEVENTH SUBDIVISION", to be laid out into 4 lots, a tract of land comprising all of Lot One (1), Western Heights Sixth Subdivision, in the City of Grand Island, Hall County Nebraska, and has caused a plat thereof to be acknowledged by it; and

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 26, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 26, 2012	☐ City Attorney



City of Grand Island

Tuesday, June 26, 2012

Council Session

Item G3

#2012-156 - Approving Acquisition of Utility Easement - 4106 W. Stolley Park Road - Green Line Equipment

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

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2012-156

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

WHEREAS, a public hearing was held on June 26, 2012, for the purpose of discussing the proposed acquisition of an easement twenty feet in width, the centerline of which is located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of the Southeast Quarter (SE 1/4, SE 1/4), Section Twenty Three (23), Township Eleven (11) North, Range Ten (10) West; thence on an assumed bearing of S89°44'03"E along the southerly line of said Southeast Quarter of the Southeast Quarter (SE1/4, SE 1/4), a distance of four hundred fifty and twenty two hundredths (450.22) feet; thence N0°17'14"E, a distance of forty and twenty seven hundredths (40.27) feet to a point of the northerly right-of-way line of Stolley Park Road, being the ACTUAL Point of Beginning; thence N20°52'19"E, a distance of four hundred fifty two and ninety hundredths (452.90) feet; thence N69°10'41"W, a distance of one hundred nine (109.0) feet; thence N20°52'19"E, a distance of twenty (20.0) feet; thence S69°10'41"E, a distance of one hundred nine (109.0) feet; thence N20°52'19"E, a distance of sixty and fifty three hundredths (60.53) feet; thence N15°19'12"E, a distance of one hundred seventy three and fifteen hundredths (173.15) feet; thence N17°17'03"E, a distance two hundred twenty three and nineteen hundredths (223.19) feet; thence N17°16'24"E, a distance of four hundred seven and thirty three hundredths (407.33) feet; thence S89°46'35"W, twenty (20.0) feet southerly and parallel with the southerly line of Lot Fifteen (15) Garland Place, a subdivision in the City of Grand Island, Nebraska a distance of two hundred sixty and twenty hundredths (260.20) feet; thence N0°13'25"W, a distance of twenty (20.0) feet to the southwest corner of said Lot Fifteen (15); thence N89°46'35"E, along the southerly line of said Lot Fifteen (15), a distance of three hundred three and twenty one hundredths (303.21) feet; thence S17°16'24"W, a distance of four hundred thirty nine and thirty four hundredths (439.34) feet; thence S17°17'03"W, a distance of two hundred twenty two and fifty nine hundredths (222.59) feet; thence S15°19'12"W, a distance of one hundred seventy four and twenty four hundredths (174.24) feet; thence S20°52'19" W, a distance of five hundred twenty one and ninety six hundredths (521.96) feet to a point on the northerly right-of-way line of said Stolley Park Road; thence N89°44'03"W, alone the northerly right-of way line of said Stolley Park Road, a distance of thirty seven and thirty nine hundredths (37.39) feet to the said Point of Beginning.

Approved as to Form	<input type="checkbox"/>
June 26, 2012	<input type="checkbox"/> City Attorney

The above-described easement and right-of-way containing 1.26 acres, more or less, as shown on the plat dated 5/24/2012, 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 Green Line Equipment, Inc., on the above-described tract of land.

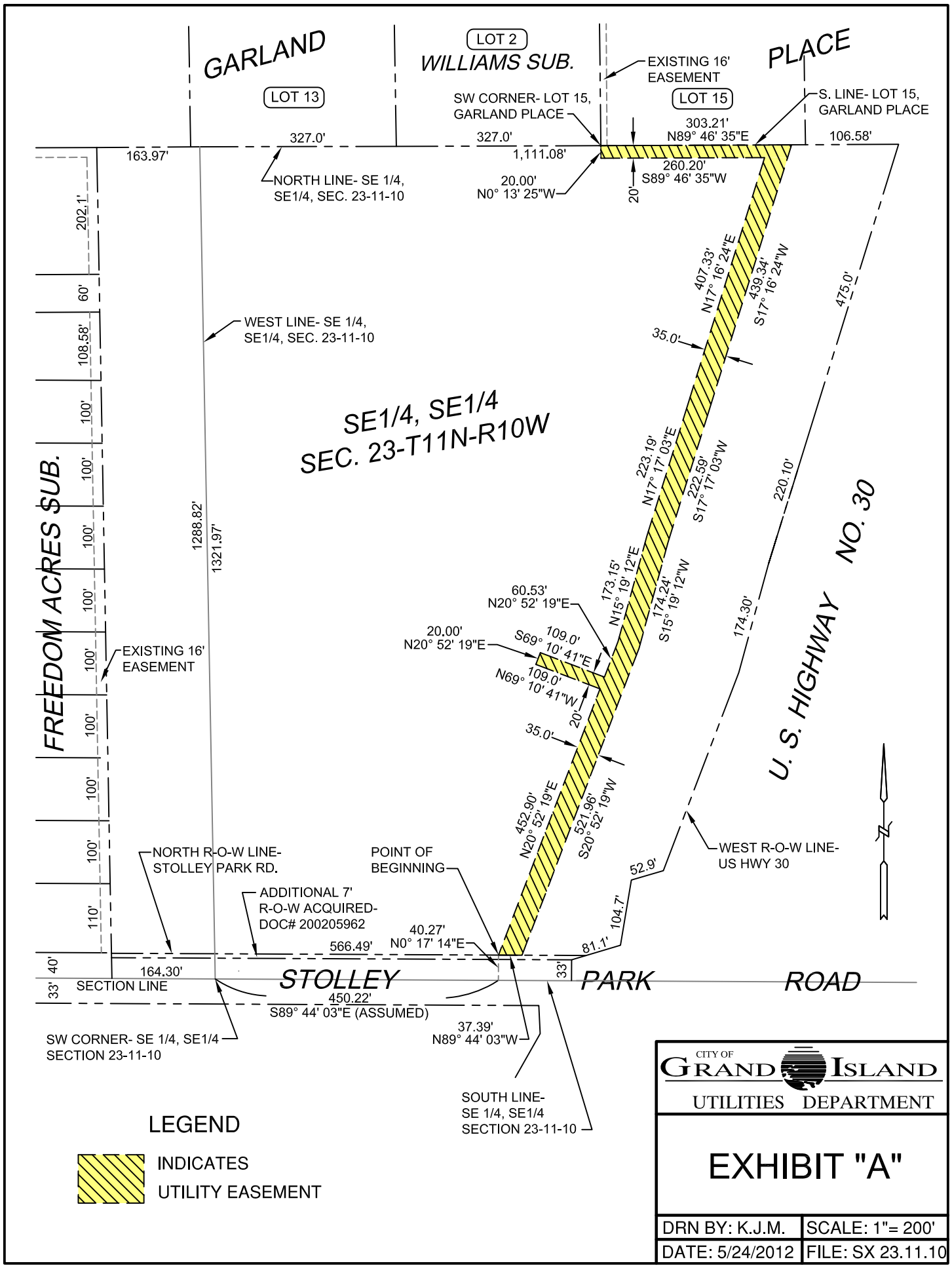
- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 26, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, June 26, 2012

Council Session

Item G4

#2012-157 - Approving Acquisition of Utility Easement - 3751 East U.S. Highway 34 - Niedfelt

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

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2012-157

WHEREAS, a public utility easement is required by the City of Grand Island, from Doralene F. Niedfelt and John C. Niedfelt, Trustees of the Jerome W. Niedfelt Family Trust, 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 June 26, 2012, for the purpose of discussing the proposed acquisition of an easement twenty feet in width, the centerline of which is located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Commencing at East Quarter (E1/4) corner of Section Thirty Six (36), Township Eleven (11) North, Range Nine (9) west; thence along the easterly line of said Section Thirty Six (36) on an assumed bearing of S00°00'00"E, a distance of three hundred seventy five and forty four hundredths (375.44) feet to the ACTUAL Point of Beginning; thence continuing S00°00'00"E along the easterly line of said Section Thirty Six (36), a distance of twenty two and fifty one hundredths (22.51) feet; thence S62°42'20"W, a distance of seventy and seventy seven hundredths (70.77) feet to a point on the southeasterly line of a tract of land described in Instrument 200901159, recorded in the Register of Deeds Office, Hall County, Nebraska; thence S41°46'29"W along the said southeasterly line, a distance of three hundred fifty two and seventy one hundredths (352.71) feet; thence S39°30'23" along the said a southeasterly line, a distance of four hundred fifty nine and ninety seven hundredths (459.97) feet to a point on the easterly right-of-way line of U.S. Highway 34; thence along the easterly right-of-way line of said U.S. Highway 34 a chord bearing of N22°33'09"W, a chord distance of twenty two and sixty three hundredths (22.63) feet; thence N39°30'23"E, a distance of four hundred forty nine and seventy eight hundredths (449.78) feet; thence N41°46'29"E, a distance of three hundred fifty six and eighty hundredths (356.80) feet; thence N62°42'20" E, a distance of eight four and seventy eighty hundredths (84.78) feet to a point on the easterly line of said Section Thirty Six (36), being the said Point of Beginning.

The above-described easement and right-of-way containing 0.41 acres, more or less, as shown on the plat dated 6/7/2012, 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 Doralene F. Niedfelt and John C. Niedfelt, Trustees of the Jerome W. Niedfelt Family Trust, on the above-described tract of land.

- - -

Approved as to Form	☐ _____
June 26, 2012	☐ City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, June 26, 2012.

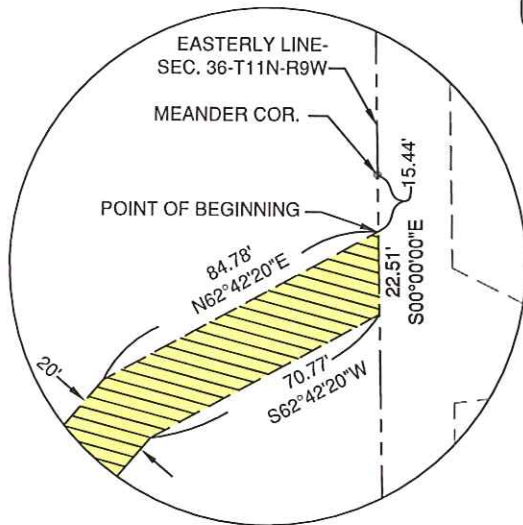
Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

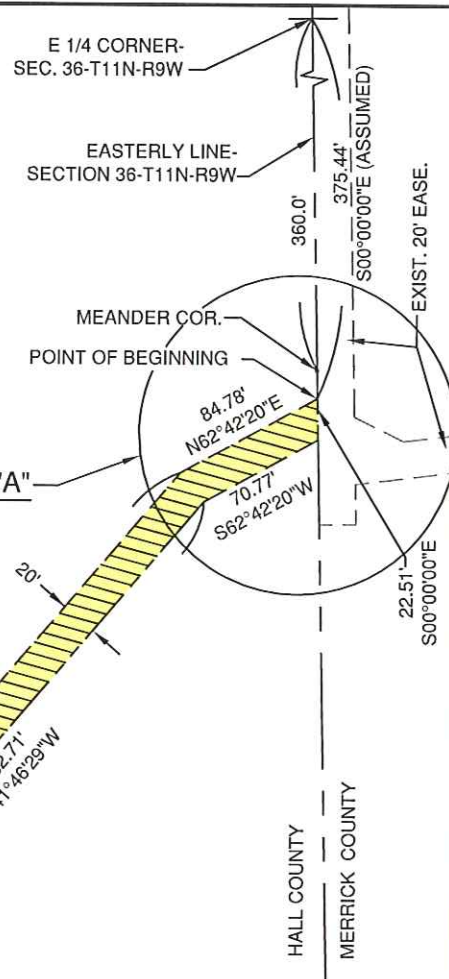
PART OF THE
E1/2, SE1/4
SECTION 36-T11N-R9W

RIVER LOT NO. 2



DETAIL "A"

SEE DETAIL "A"



SOUTHEASTERLY LINE-TRACT OF
LAND DESCRIBED IN INSTRUMENT
200901159, RECORDED IN THE
REGISTER OF DEEDS OFFICE,
HALL COUNTY, NE.

EASTERLY R-O-W
LINE-US HIGHWAY 34

US HWY
34
(CHORD BEARING)
N2°33'09"W
22.63'

LEGEND



INDICATES 20' WIDE
UTILITY EASEMENT

CITY OF GRAND ISLAND	
UTILITIES DEPARTMENT	
EXHIBIT "A"	
DRN BY: K.J.M.	SCALE: 1"= 100'



City of Grand Island

Tuesday, June 26, 2012

Council Session

Item G5

**#2012-158 - Approving Bid Award - Steam Generator Boiler
Repair at Platte Generating Station**

Staff Contact: Tim Luchsinger, Jason Eley

Council Agenda Memo

From: Timothy G. Luchsinger, Utilities Director
Jason Eley, Assistant City Attorney

Meeting: June 26, 2012

Subject: Boiler Repair – Platte Generating Station

Item #'s: G-5

Presenter(s): Timothy G. Luchsinger, Utilities Director

Background

Every spring and fall, planned outages are conducted to perform inspections and maintenance on the boiler. The Utilities Department plans major overhauls at the Platte Generating Station every five years to allow repairs of the turbine-generator, boiler, and other major power plant systems that were noted from previous outage inspections. The next major outage is scheduled for the fall of 2012.

Inspection of the boiler includes inspection, testing and repair of the internal boiler parts such as: wall thickness testing of boiler tubes and pressure parts, non-destructive examination of ductwork and gas path components for cracking and fatigue failure, and alignment of sootblowers and fuel burner components. Plant engineering staff developed specifications to repair the noted deficiencies for the next scheduled outage.

Discussion

Specifications for Boiler Repair were issued for bid to nine potential bidders. Bids were publicly opened on June 5, 2012 at 2:00 p.m. Five bids were received. The engineer's estimate for this service is \$600,000.00.

Bidders	Bid Price
Hayes Mechanical	\$145,600.00
Plibrico Company, LLC	\$152,400.00
8760 Energy Services	\$225,609.92
TEI Construction Services, Inc.	\$315,130.00
APCOM Power, Inc.	\$324,583.00

Engineering staff reviewed the bids for compliance with the City's detailed specifications. The bid from Hayes Mechanical has noted exceptions clarifying man-hours bid for each repair, number of tube thickness readings, and seals to be replaced on the air heater. The exceptions are acceptable and the bid is compliant with the specifications, and less than the Engineer's estimate.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the bid to Hayes Mechanical of Omaha, Nebraska, in the amount of \$145,600.00.

Sample Motion

Move to approve the bid of \$145,600.00, from Hayes Mechanical for Boiler Repairs at Platte Generating Station.



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: June 5, 2012 at 2:00 p.m.
FOR: Steam Generator Boiler Repair
DEPARTMENT: Utilities
ESTIMATE: \$600,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: May 26, 2012
NO. POTENTIAL BIDDERS: 9

SUMMARY

Bidder:	<u>APCOM POWER, Inc.</u> Lenexa, KS	<u>TEI Construction Services, Inc.</u> Magnolia, TX
Bid Security:	Westchester Fire Ins. Co.	Westchester Fire Ins. Co.
Exceptions:	Noted	None

Bid Price:		
Material:	\$ 5,932.00	\$ 3,100.00
Labor:	\$307,563.00	\$31,813.00
Sales Tax:	<u>\$ 11,089.00</u>	<u>\$ 217.00</u>
Total Bid:	\$324,583.00	\$315,130.00

Bidder:	<u>Plibrico Company, LLC</u> Omaha, NE	<u>8760 Energy Services</u> Sedalia, MO
Bid Security:	Berkley Regional Ins. Co.	Cashier's Check
Exceptions:	Noted	Noted

Bid Price:		
Material:	\$ 2,977.00	\$ 8,500.00
Labor:	\$149,423.00	\$109,276.80
Sales Tax:	<u>\$ ---</u>	<u>\$ 1,664.25</u>
Total Bid:	\$152,400.00	\$225,609.92

Bidder: **Hayes Mechanical**

Bid Security: Omaha, NE
Exceptions: Great American Insurance Co.
Noted

Bid Price:
Material: \$ 8,500.00
Labor: \$136,505.00
Sales Tax: \$ 595.00
Total Bid: \$145,600.00

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

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

P1558

RESOLUTION 2012-158

WHEREAS, the City of Grand Island invited sealed bids for Steam Generator Boiler Repair according to plans and specifications on file with the Utilities Department; and

WHEREAS, on June 5, 2012, bids were received, opened and reviewed; and

WHEREAS, Hayes Mechanical of Omaha, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$145,600.00; and

WHEREAS, the bid of Hayes Mechanical is less than the estimate for the Steam Generator Boiler Repair.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Hayes Mechanical in the amount of \$145,600.00, for Steam Generator Boiler Repair, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 26, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
June 26, 2012	▣ City Attorney



City of Grand Island

Tuesday, June 26, 2012

Council Session

Item G6

**#2012-159 - Approving Change Order #1 - Kiewit Power Engineers
- Air Quality Control System Engineering Services at Platte
Generating Station**

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

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

Meeting: June 26, 2012

Subject: Change Order #1 – Air Quality Control System
Engineering Services at Platte Generating Station -
Kiewit Power Engineers

Item #'s: G-6

Presenter(s): Timothy Luchsinger, Utilities Director

Background

On December 21, 2011, EPA released the Mercury and Air Toxics Standards (MATS), requiring the maximum achievable control technology for mercury and other hazardous pollutants from electric generating units, with a compliance date of March, 2015, although an additional one year for compliance may be granted by individual states.

To achieve long-term compliance for MATS, it was anticipated that GIUD would need to install a fabric filter, carbon injection system, and, depending on the amount of reduction needed, either a dry sorbent injection or a dry scrubber at Platte Generating Station, along with associated by-product removal systems and disposal sites, in the next three to four years. It is estimated that these modifications will cost the utility approximately \$35 Million and take 3 to 5 years for financing, design, and construction. Although this equipment will result in additional operating costs that may affect rates, the City has proceeded with refinancing of current electric bonds to avoid rate impacts due to debt service and capital expenditures. Current plans are to complete this installation during the last quarter of 2014 to coincide with a scheduled plant maintenance outage. This will provide a margin for the implementation of the system and minimize plant downtime.

For large capital improvement projects of this type, the Department had traditionally used the Design-Build approach, where proposals are solicited for a consulting engineer, who then proceeds with detailed design and developing multiple specifications for bids to acquire equipment and contractors to complete the project. This type of approach can achieve more control of the details of the project, but can also take more time to complete and final project costs are not known until the final contract is awarded. A project approach being used more by utilities for capital projects is the Engineer-Procure-

Construct (EPC) method. Specifications are developed emphasizing final system performance and operating parameters instead of technical features, and consortiums of engineers, suppliers, and construction contractors then team together to provide bids for a total system package. The project is awarded to the lowest compliant bid, normally with provisions of penalties for not meeting guarantees or incentives for exceeding requirements. The EPC approach is recommended by the Department for the air emission control equipment project as we do not have a preference for the various air emission control technologies, and this method will allow for the market to determine the most cost effective and timely implementation. Project costs will also be known early and enable financing methods to be determined to minimize rate impacts to customers.

Utilities and other entities performing EPC projects normally retain the services of an Owner's Engineer to develop the EPC specifications and provide third party project administrative functions. Utilities staff drafted project requirements for an Owner's Engineer and solicited proposals in accordance with City procurement procedures. The services for the Owner's Engineer included the following.

- A high level determination of emission reduction limits and system components.
- Preparation of specifications for bids.
- Evaluation of bids.
- Financial analysis and preparation of pro-formas for bond underwriters.
- Assistance in air emission permitting with EPA and NDEQ.
- Final system testing and determination of compliance with contract conditions.

Respondents were required to provide not-to-exceed pricing for each task, with payments made on actual costs up to that amount. Proposals were also to be based on a system requiring dry sorbent technology, with an optional price of a dry scrubber is determined to be needed, as a dry scrubber will require more extensive specification and contract compliance evaluation. On March 26, 2012, Council awarded the Owner's Engineer contract to Kiewit Power Engineers for a base not-to-exceed cost of \$349,040.00 for a dry sorbent system and an additional not-to-exceed cost of \$82,992.00 (\$432,032.00), if a dry scrubber is required.

Discussion

Kiewit Power Engineers has completed the task of the technology screening and determination of the system required to meet the required emission reduction levels. The system will need to include a dry scrubber, carbon injection system, and a fabric filter. Results of this study were reviewed by Department technical and management staff and they concur with the recommendations reached by KPE. As a result of these recommendations, KPE is proceeding with the dry scrubber system design and a contract change order for an additional not-to-exceed cost of \$82,992.00 is recommended to allow progress to continue with the EPC specifications.

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 a contract change order to the contract for Air Quality Control System Engineering Services at Platte Generating Station with Kiewit Power Engineers of Lenexa, Kansas for an additional not-to-exceed cost of \$82,992.00 for the dry scrubber system design.

Sample Motion

Move to approve a contract change order to the contract for Air Quality Control System Engineering Services at Platte Generating Station with Kiewit Power Engineers of Lenexa, Kansas for an additional not-to-exceed cost of \$82,992.00 for the dry scrubber system design.



*Working Together for a
Better Tomorrow. Today.*

TO: Kiewit Power Engineers
ATTN: Dan Witt, Project Manager
9401 Renner Blvd.
Lenexa KS 66219

PROJECT: Air Quality Control System Engineering Services at Platte Generating Station

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

1 Additional payment per the Original Contract

ADDITION: \$82,992.00

The original Contract Sum	<u>\$349,040.00</u>
Previous Change Order Amounts	<u>\$ -</u>
The Contract Sum is increased by this Change Order	<u>\$ 82,992.00</u>
The Contract Sum is decreased by this Change Order	<u>\$</u>
The total modified Contract Sum to date	<u>\$ 432,032.00</u>

Approval and acceptance of this Change Order acknowledges understanding and agreement that the cost and time adjustments included represent the complete values arising out of and/or incidental to the work described therein.

APPROVED: CITY OF GRAND ISLAND

By: _____

Date _____

Attest: _____

Approved as to Form, City Attorney

ACCEPTED: Kiewit Power Engineers

By: _____

Date _____

RESOLUTION 2012-159

WHEREAS, Kiewit Power Engineers of Lenexa, Kansas was awarded the contract for Air Quality Control System Engineering Services at Platte Generating Station, at the March 26, 2012 City Council meeting; and

WHEREAS, Kiewit Power Engineers has completed the task of technology screening and determined the system required to meet the required emission reduction levels required by EPA; a dry scrubber, carbon injection system, and a fabric filter; and

WHEREAS, because it was determined that a dry scrubber system design would be needed, Change Order #1 was prepared for a contract adjustment of an additional \$82,992.00, resulting in a final contract amount of \$432,032.00. This not-to-exceed amount was included in the original contract (depending on which system would be needed at the power plant).

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #1 with Kiewit Power Engineers of Lenexa, Kansas, resulting in an additional cost of \$82,992.00, for a final contract price of \$432,032.00, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 26, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 26, 2012	☐ City Attorney



City of Grand Island

Tuesday, June 26, 2012

Council Session

Item G7

#2012-160 - Approving Agreement for Administrative Services & Development of Promotional Materials Regarding MEAN Nebraska Refrigeration Recycling Program

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

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

Meeting: June 26, 2012

Subject: Agreement for Administrative Services and Development of Promotional Materials Regarding MEAN Nebraska Refrigeration Recycling Program

Item #'s: G-7

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The City of Grand Island is a member of the Municipal Energy Agency of Nebraska (MEAN), who has teamed with other state power suppliers and the Nebraska Department of Environmental Quality to form the Nebraska Refrigerator Recycling Program. This program is funded in part by the NDEQ's Litter Reduction Grant Program, and other participating utilities include Omaha Public Power District, Nebraska Public Power District, and the Utilities Departments in Hastings, Fremont, Nebraska City, and Falls City. In all, approximately 87% of electric customers in Nebraska could be eligible for this conservation/recycling program.

The program allows a customer of a participating utility to contact a third-party contractor to schedule a pick-up of an old refrigerator or freezer, which must be in working condition, and receive \$35 for up to two units per household. The contractor will properly remove any Freon, mercury, and other hazards and recycle the metals and plastics. This will ensure proper disposal of the unit and potentially reduce electric demand. The cost to the utility is \$50 per unit and includes administrative and advertising costs as well as the utility's share of the recycling and incentive costs. Details of the program can be viewed at http://www.nmppenergy.org/energysmart/refrigerator_rebate .

Discussion

This program would provide Grand Island's electric customers a rewarding method to dispose of their old refrigerators and freezers in an environmentally correct manner, and allow the City to avoid dealing with units that may have been left in roadsides or other improper sites. MEAN has proposed the attached Service Agreement which will allow

Grand Island to recycle up to 65 units, with a potential cost of \$3,250. Department staff has reviewed this agreement and recommends its approval.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Agreement for Administrative Services and Development of Promotional Materials Regarding MEAN Nebraska Refrigeration Recycling Program.

Sample Motion

Move to approve the Agreement for Administrative Services and Development of Promotional Materials Regarding MEAN Nebraska Refrigeration Recycling Program.

**AGREEMENT FOR
ADMINISTRATIVE SERVICES AND DEVELOPMENT OF PROMOTIONAL MATERIALS
REGARDING MEAN NEBRASKA REFRIGERATION RECYCLING PROGRAM**

This Agreement for Administrative Services and Development of Promotional Materials is made this _____ day of _____, 20____, between the Municipal Energy Agency of Nebraska, a political subdivision of the State of Nebraska, hereinafter called "MEAN", and the Grand Island Utilities, acting for and on behalf of the City of Grand Island, Nebraska, hereinafter called "Municipality".

RECITALS:

MEAN's Nebraska Refrigeration Recycling Program (the "Recycling Program") is offered within the State of Nebraska to participating municipalities and their local utility customers.

MEAN, in conjunction with the Recycling Program, has initiated a service designed to assist members in communicating with their local utility customers, promoting the benefits of the Recycling Program through materials such as brochures, posters and media releases.

Municipality is a member of MEAN and recognizes the importance of offering and promoting the Recycling Program to Municipality's customers.

In consideration of the mutual promises contained herein, MEAN and Municipality agree as follows:

1. Term

1.1 This Agreement shall become effective upon execution and shall continue in effect through December 31, 2012.

2. Services to be Provided and Responsibilities of the Parties

2.1 MEAN will designate Municipality as a participant in the Recycling Program. MEAN will coordinate with the third-party contractor responsible for recycling services under the Recycling Program to ensure Municipality's customers have an opportunity to participate by calling the contractor's call center. Municipality will provide to MEAN zip codes of all retail customers in Municipality's service territory. Municipality will report to MEAN any problems customers have with the contractor. Municipality may advertise the availability of the Recycling Program to its customers in 2012, including placing a link on Municipality's website that links to the contractor's website.

2.2 MEAN will provide the following materials ("Materials") for use by Municipality in promoting the Recycling Program to Municipality's customers:

- a. Brochures (50 copies included in base fee; additional copies available upon request at a cost as set forth in Section 3.1 below)
- b. Posters (10 copies included in base fee; additional copies available upon request at a cost as set forth in Section 3.1 below)

- c. Sample media release (one copy)
- d. Sample bill stuffer (one copy)

2.3 Municipality may request, and MEAN may agree, to develop additional promotional materials for an additional fee as set forth in Section 3.1 below.

2.4 Distribution of the materials to third parties, including without limitation Municipality's customers, will be the responsibility of the Municipality.

2.5 Municipality is responsible for all administrative costs of its participation in the Recycling Program, including without limitation costs of the following: distribution of Materials, providing zip codes to MEAN, and hosting the Municipality's website on which the link to the contractor's website resides.

3. Payment

3.1 Municipality will pay MEAN:

- a. Base fee of \$50.00 per refrigerator or freezer unit recycled in accordance with the Program terms, and
- b. MEAN's cost, as determined by MEAN in MEAN's sole discretion and communicated in advance to Municipality, for any additional copies of brochures requested pursuant to Section 2.2 above, and
- c. MEAN's cost, as determined by MEAN in MEAN's sole discretion and communicated in advance to Municipality, for any additional copies of posters requested pursuant to Section 2.2 above, and
- d. \$130.00 per hour for development of additional promotional materials requested pursuant to Section 2.3 above.
- e. Fees set forth above in subsection a. and subsection d. are subject to change upon fifteen (15) days advance written notice from MEAN.

3.2 Bills for materials and services shall be rendered by MEAN monthly, and shall be paid by Municipality within thirty (30) days after the date the bill is rendered. If any bill is not paid in full within thirty (30) days, it shall be deemed delinquent and interest shall accrue at the rate of 1.25% per month, or fraction thereof, on any unpaid amount from the date the bill becomes delinquent until payment is made.

4. Indemnification; Limitation of Liability

4.1 MEAN shall have no responsibility or liability for the services of the third-party contractor responsible for recycling services under the Recycling Program. MEAN MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THE RECYCLING PROGRAM, CONTRACTOR'S SERVICES OR AS TO THE ACCURACY OR COMPLETENESS OF ANY MATERIALS OR THEIR CONTENTS. Notwithstanding any other provision of this Agreement, MEAN's total liability to Municipality for any loss or damage, including, but not limited to, special and/or consequential damages arising out of or in connection with the

performance of services or any other cause shall not exceed the compensation received by MEAN from Municipality under this Agreement, and Municipality hereby releases and will hold harmless MEAN from any liability above such amount. Municipality further agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless MEAN and its officers, employees and agents from and against all claims, damages, losses and expenses, direct or indirect, or consequential damages including, but not limited to, attorney's fees arising out of or resulting from the performance of MEAN's services or the delivery of Materials hereunder.

5. General

5.1 This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties.

5.2 Neither Party shall have the right to assign this Agreement without the consent, in writing, of the other Party.

5.3 This Agreement shall be governed by the laws of the State of Nebraska.

5.4 This Agreement embodies all of the terms binding between the Parties hereto and replaces all provisions, representations or proposals not embodied herein.

5.5 Any waiver in regard to the performance of this Agreement shall operate only if in writing.

5.6 In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties.

IN WITNESS WHEREOF, MEAN and Municipality have caused this Agreement for Administrative Services and Development of Promotional Materials to be duly executed by their authorized officers.

MUNICIPAL ENERGY AGENCY OF
ON NEBRASKA

GRAND ISLAND UTILITIES, ACTING FOR AND
BEHALF OF THE CITY OF GRAND ISLAND,
NEBRASKA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

K:\Legal\K\MEAN\Grand Island Util_Administrative Svcs and Promotional Material Refrigeration Recycling Agmt.docx

RESOLUTION 2012-160

WHEREAS, the City of Grand Island is a member of the Municipal Energy Agency of Nebraska (MEAN) who has teamed with other state power suppliers and the Nebraska Department of Environmental Quality to form the Nebraska Refrigerator Recycling Program; and

WHEREAS, the program allows a customer of a participating utility to contact a third-party contractor to schedule a pick-up of an old refrigerator or freezer, which must be in working condition to receive \$35 for up to two units per household; and

WHEREAS, this incentive program will allow proper disposal of the units and potentially reduce electric demand; and

WHEREAS, the Service Agreement will allow Grand Island to recycle up to 65 units, at a potential cost of \$3,250.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, the Agreement for Administrative Services and Development of Promotional Materials Regarding MEAN Nebraska Refrigeration Recycling Program is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 26, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
June 26, 2012	▣ City Attorney



City of Grand Island

Tuesday, June 26, 2012

Council Session

Item G8

#2012-161 - Approving Termination of Notice of WEC2 Marketing Service

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

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

Meeting: June 26, 2012

Subject: Termination of Notice of WEC2 Marketing Service

Item #'s: G-8

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Grand Island is a participant in the Public Power Generating Agency (PPGA) which is a group of public power utilities organized under the Interlocal Agreement provisions of state law for the construction and operation the coal fired power plant located in Hastings, Whelan Energy Center (WEC) 2.

With the addition of this facility, there is opportunity for increased wholesale sales of electric energy to the regional grid when that generation resource is not needed to serve native load, and several of the participants decided to enter into a marketing agreement to facilitate wholesale power sales. The Nebraska participants, Municipal Energy Agency of Nebraska (MEAN), Nebraska City, Hastings, and Grand Island developed agreements with MEAN to jointly market the available excess power from WEC2, with MEAN as the marketer.

Aggregating the participant share into a larger block for sale offers some advantages in the power market. The marketing agreement established the parameters of the marketing effort and was approved by Council on March 8, 2011. In order to better market wholesale power from all of Grand Island's generating units, on May 22, 2012, Council approved an agreement with Tenaska Power Services to provide marketing services which includes the City's share of WEC2, therefore, the agreement with MEAN to provide WEC2 marketing services is no longer required.

Discussion

The provisions of the agreement with MEAN allow its termination subject to notification and payment of administrative fees due until the transfer of marketing services is completed, scheduled for this August. MEAN has provided the separately attached

confidential agreement to document this termination. Utilities and legal staff have reviewed this agreement and recommend its execution.

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 execution of the agreement with MEAN to terminate WEC2 Marketing Services.

Sample Motion

Move to approve execution of the agreement with MEAN to terminate WEC2 Marketing Services.

RESOLUTION 2012-161

WHEREAS, Grand Island is a participant in the Public Power Generating Agency (PPGA), a group of public power utilities organized under a Interlocal Agreement for the construction and operation of the coal fired power plant located in Hastings, Whelan Energy Center (WEC) 2; and

WHEREAS, originally the power participants entered into a marketing agreement to facilitate wholesale power sales for excess power from WEC2 with MEAN as the marketer; and

WHEREAS, in order to better market wholesale power from all of Grand Island's generating units, on May 22, 2012, Council approved an agreement with Tenaska Power Services to provide marketing services which includes the City's share of WEC2, therefore, the agreement with MEAN to provide WEC2 marketing services is no longer required; and

WHEREAS, the provisions of the agreement with MEAN allow for termination subject to notification and payment of administrative fees due until the transfer of marketing services is completed and MEAN has provided an agreement and recommend it's execution; and

WHEREAS, Utilities and legal staff have reviewed this agreement and recommend its execution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, the agreement with MEAN to terminate the original marketing agreement is approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 26, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 26, 2012	☐ City Attorney



City of Grand Island

Tuesday, June 26, 2012

Council Session

Item G9

#2012-162 - Approving Changing the Name of the Public Library's Heritage Room to the Roberta A. Lawrey Heritage Room

Staff Contact: Steve Fosselman

Council Agenda Memo

From: Steve Fosselman, Library Director

Meeting: June 26, 2012

Subject: Approving Changing the Name of the Public Library's Heritage Room to the Roberta A. Lawrey Heritage Room

Item #'s: G-9

Presenter(s): Steve Fosselman, Library Director

Background

For many years the City of Grand Island Public Library has dedicated various spaces and collections to the study of genealogy, local history and other aspects of our community's heritage. The development of these services was largely due to the efforts of Roberta A. Lawrey, library director from 1959-1991, who was instrumental in the establishment of a genealogy collection and in the construction of the Edith Abbott Memorial Library in 1974. Among her many honors through the years were Chamber of Commerce Outstanding Woman Award, the Independent's Woman of the Year, Beta Sigma Phi Woman of the Year (twice), Grand Island Senior High Hall of Honor, and Nebraska Library Association Meritorious Service and Excalibur Award honors.

Discussion

Recently, several library patrons have requested that Roberta be honored in a special way in our newly expanded and renovated facility. These patrons have suggested the renaming of our Heritage Room to the Roberta A. Lawrey Heritage Room. This area of the library houses the State DAR genealogy collection, the Prairie Pioneer Genealogical Society collection, various census and newspaper microfilm collections, the Abbott Sisters Research Center, and a Local Library History section.

Because of Roberta's many years of commitment to the development of the services housed in the Heritage Room as well as her extraordinary career of service to this library and community, on April 16, 2012 the Library Board of Trustees approved the renaming of this room and forwarding this as a request for City Council approval. In the interim, City Attorney Robert Sivick has been working on a citywide Naming Rights policy for City Council consideration under which honors such as this would fall. Inasmuch as the work on this policy is still underway, the Library Board's renaming request is similar to a

previous City Council approval of the John Brownell Hike/Bike Trail, and with respect to timing due to Roberta's health, this item is coming before the City Council at this time for approval.

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 changing the name of the Public Library's Heritage Room to the Roberta A. Lawrey Heritage Room.

Sample Motion

Move to approve changing the name of the Public Library's Heritage Room to the Roberta A. Lawrey Heritage Room.

RESOLUTION 2012-162

WHEREAS, for many years the City of Grand Island Public Library has dedicated various spaces and collections to the study of genealogy, local history and other aspects of our community's heritage; and

WHEREAS, the development of these services was largely due to the efforts of Roberta A. Lawrey, library director from 1959-1991, who was instrumental in the establishment of a genealogy collection and in the construction of the Edith Abbott Memorial Library in 1974, and who has been honored for her achievements throughout the years, including Chamber of Commerce Outstanding Woman Award, the Independent's Woman of the Year, Beta Sigma Phi Woman of the Year (twice), Grand Island Senior High Hall of Honor, and Nebraska Library Association Meritorious Service and Excalibur Award honors; and

WHEREAS, in the public library's newly expanded and renovated facility, the Heritage Room houses the State DAR genealogy collection, the Prairie Pioneer Genealogical Society collection, various census and newspaper microfilm collections, the Abbott Sisters Research Center, and a Local Library History section; and

WHEREAS, several library patrons have requested that Roberta be honored in a special way by the renaming of our Heritage Room to the Roberta A. Lawrey Heritage Room; and

WHEREAS, the library Board of Trustees has approved the renaming of this room and forwarding this as a request for City Council approval.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City Council hereby recognizes the substantial contributions made by Grand Island resident Roberta A. Lawrey in the development and implementation of public library services in Grand Island, and hereby renames the public library's Heritage Room to the Roberta A. Lawrey Heritage Room;

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 26, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 26, 2012	☐ City Attorney



City of Grand Island

Tuesday, June 26, 2012

Council Session

Item G10

#2012-163 - Approving Change Order No. 4 for Contract Time Extension for the Aeration Basin Improvements at the Wastewater Treatment Plant

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: John Henderson, Waster Water Superintendent

Meeting: June 26, 2012

Subject: Approving Change Order No. 4 for Contract Time Extension for the Aeration Basin Improvements at the Wastewater Treatment Plant

Item #'s: G-10

Presenter(s): John Collins, Public Works Director

Background

The City Council awarded the contract for construction to Oakview dck, LLC of Red Oak, Iowa in the amount bid of \$3,487,000 for the Aeration Basin Improvements for the Wastewater Treatment Plant on December 7, 2010. The primary purpose of the Aeration Basin Improvements project is to replace existing aeration equipment that is at or near the end of its useful life. Two existing blowers have been replaced with two high efficiency units that improve reliability and reduce energy usage and operating costs. The two new blowers operate with the two existing blowers which have remained in service. In addition to the blowers, the aeration basin piping and aeration equipment is modified or replaced to optimize process controls and replace aged equipment.

August 9, 2011, City Council approved a unit cost Change Order No. 1 for structural concrete sealing in joint work, in the amount of \$89,252.00, for a revised contract is \$3,576,252.00.

September 13, 2011, City Council approved a unit cost Change Order No.2 for Spiral Screw Pump modifications, in the amount of \$397,897.00, for a revised contract is \$3,974,149.00.

March 13, 2012, City Council approved a unit cost Change Order No.3 for miscellaneous changes to the work scope:

Delete Field Painting of New Steel Frame in Blower Building, and
Paint Existing Basin Aeration Pipe Supports, and
Repair Existing Welds on Screw Pump No.3, and
Relocate New Dissolved Oxygen Probes in Basins, and
Change Mounting of New Disconnects for Basin Mixers and Valves, and
Relocate New Blower Local Control Panels, and
Add Power Monitoring of New Blowers, and
Blower Power Penalty

in the combined amount of a credit \$(30,124.00), for a revised contract is \$3,944,025.00.

Discussion

The Aeration Basin Improvements Construction Project is near substantial completion, the new blowers, and aeration diffuser systems have been in service for the past month.

Change Order No. 4 covers a substantial completion contract time extension for the blower and aeration basin improvements and for the screw pump rehabilitation work, additionally a final completion contract time extension is being requested.

The Contractor made reasonable progress on the blower and aeration basin improvements; however, with the additional work included in Change Order No. 3, the Contractor was not able to complete the work by the original contract time of 460 calendar days for substantial completion. A contract time extension of sixty (60) days is being considered as reasonable. This sixty (60) day extension shall set the Substantial Completion of Blower and Basin Work on or before July 5, 2012.

Change Order No. 2 was executed in September 2011 and included the rehabilitation of the three mixed liquor screw pumps. It was understood that a contract time extension would be necessary, but a firm time could not be determined due to uncertain delivery times for some components being manufactured overseas and the required construction sequence and duration to rehabilitate one pump at a time. In addition, there was uncertainty associated with the repair scope for the screw welds and re-coating. All components have arrived onsite and rehabilitation of the first pump is nearing completion. An updated construction schedule provided by the Contractor indicates all pumps will be rehabilitated by September 23, 2012. This completion date is reasonable and represents an additional eighty (80) calendar days. This eighty (80) day extension shall set the Substantial Completion of Screw Pump Rehabilitation on or before September 23, 2012.

The current contract time for final completion is five hundred twenty (520) calendar days, or July 5, 2012. The days to achieve final completion for the project will be extended one hundred ten (110) calendar days to October 23, 2012, to accommodate both the rehabilitation of the mixed liquor screw pumps, and blower and aeration basin improvements.

There is no change in the Contract Price. The current Contract Price is \$3,944,025.00.

Alternatives

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

1. Move to approve a resolution granting a time extension and authorizing the Mayor to execute Change Order No. 4 with Oakview dck, LLC of Red Oak, Iowa.

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

Recommendation

City Administration recommends that the Council approve Change Order No. 4 in a time extension to the contract for Aeration Basin Improvement to Oakview dck, LLC of Red Oak, Iowa at the Wastewater Treatment Plant.

Sample Motion

Move to approve Change Order No. 4 to the contract for Aeration Basin Improvement to Oakview dck, LLC of Red Oak, Iowa.

**CITY OF GRAND ISLAND, NEBRASKA
WASTEWATER TREATMENT PLANT
AERATION BASIN IMPROVEMENTS PROJECT**

**CITY PROJECT WWTP-2010-3
BLACK & VEATCH PROJECT NO. 163132**

CHANGE ORDER NO. 4

Change Order No. 4 covers a contract time extension for the blower and aeration basin improvements and for the screw pump rehabilitation work.

Item CO4-1. Contract Time Extension for Substantial Completion of Blower and Basin Work.

Initiated by: Owner

The Contractor made reasonable progress on the blower and aeration basin improvements; however, with the additional work included in Change Order No. 3, the Contractor was not able to complete the work by the original contract time of 460 calendar days for substantial completion. A contract time extension of 60 days is reasonable.

Item CO4-2. Contract Time Extension for Substantial Completion of Screw Pump Rehabilitation.

Initiated by: Owner

Change Order No. 2 was executed in September 2011 and included the rehabilitation of the three mixed liquor screw pumps. It was understood that a contract time extension would be necessary, but a firm time could not be determined due to uncertain delivery times for some components being manufactured overseas and the required construction sequence and duration to rehabilitate one pump at a time. In addition, there was uncertainty associated with the repair scope for the screw welds and re-coating. All components have arrived onsite and rehabilitation of the first pump is nearing completion. An updated construction schedule provided by the Contractor indicates all pumps will be rehabilitated by September 23, 2012. This completion date is reasonable and represents an additional 80 calendar days.

Item CO4-3. Contract Time Extension for Project Final Completion.

Initiated by: Owner

The current contract time for final completion is 520 calendar days, or July 5, 2012. The days to achieve final completion for the project will be extended 110 calendar days to October 23, 2012, to accommodate the rehabilitation of the mixed liquor screw pumps.

6/12/2012

CO4-1

**CITY OF GRAND ISLAND, NEBRASKA
WASTEWATER TREATMENT PLANT
AERATION BASIN IMPROVEMENTS PROJECT**

**CITY PROJECT WWTP-2010-3
BLACK & VEATCH PROJECT NO. 163132**

SUMMARY

CHANGE ORDER NO. 4

Effect on Contract Price

There is no change in the Contract Price. The current Contract Price is \$3,944,025.00.

Effect on Contract Time

--	Substantial Completion for Original Contract, Calendar Days (Date)	460 (May 6, 2012)
--	Final Completion for Original Contract, Calendar Days (Date)	520 (July 5, 2012)
CO4-1	Contract Time Extension for Substantial Completion of Blower and Basin Work, Calendar Days (Date)	60 (July 5, 2012)
CO4-2	Contract Time Extension for Substantial Completion of Screw Pump Rehabilitation, Calendar Days (Date)	80 (September 23, 2012)
CO4-3	Contract Time Extension for Project Final Completion, Calendar Days (Date)	110 (October 23, 2012)

No additional claims shall be made for changes in Contract Time arising from these work items.

All other provisions of the contract remain unchanged.

6/12/2012

CO4-2

Agreed to this _____ day of _____, 2012

Recommended:
Black & Veatch Corporation

By: _____
Project Manager

Date: _____

Approved:
City of Grand Island

By: _____

Date: _____

Approved:
Oakview dck, LLC

By: _____

Date: _____

Approved as to Form _____

June 26, 2012

City Attorney

6/12/2012

CO4-3

RESOLUTION 2012-163

WHEREAS, on December 7, 2010, by Resolution 2010-342, the City of Grand Island awarded Oakview dck, LLC of Red Oak, Iowa the bid in the amount of \$3,487,000 for furnishing materials and services for WWTP-2010-3 Aeration Basin Improvements project at the Wastewater Treatment Plant; and

WHEREAS, on August 9, 2011, by Resolution 2011-207, City Council approved a unit cost Change Order No. 1 for structural concrete sealing in joint work, in the amount of \$89,252.00, for a revised contract is \$3,576,252.00; and

WHEREAS, on September 13, 2011, by Resolution 2011-243, City Council approved a unit cost Change Order No. 2 for Spiral Screw Pump modifications, in the amount of \$397,897.00, for a revised contract is \$3,974,149.00; and

WHEREAS, on March 13, 2012, by Resolution 2012-63, City Council approved a unit cost Change Order No. 3 for miscellaneous changes to the work scope, in the credit amount of \$(30,124.00), for a revised contract is \$3,944,025.00; and

WHEREAS, it has been determined by City Staff and engineer Black & Veatch that time extension to the work to be performed by Oakview dck, LLC of Red Oak, Iowa, are necessary; and

WHEREAS, such time extension have been negotiated as fair and reasonable, and incorporated into Change Order No. 4; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order No. 4 with the contracting firm, Oakview dck, LLC of Red Oak, Iowa, for WWTP-2010-3 Aeration Basin Improvements project at the Wastewater Treatment Plant is hereby approved.

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, June 26, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
June 26, 2012	<input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, June 26, 2012

Council Session

Item G11

**#2012-164 - Approving Certificate of Final Completion for
Handicap Ramp Project No. 2012-1**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: June 26, 2012

Subject: Approving Certificate of Final Completion for Handicap Ramp Project No. 2012-1

Item #'s: G-11

Presenter(s): John Collins, Public Works Director

Background

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$98,370.30 contract for the above project on March 13, 2012. The contract was for the installation of handicap ramps, in conjunction with asphalt street resurfacing in accordance with Federal ADA (Americans with Disabilities Act) regulations. Work commenced on March 26, 2012 and was completed on June 7, 2012.

Discussion

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans and specifications. It was completed with an overrun of \$3,806.39, for a total cost of \$102,176.69.

Several locations required more extensive curb, gutter and/or sidewalk work than was originally thought to be necessary. There was also additional sod and sprinkler repair needed in the Howard School area of the project, as more area was disturbed for the handicap ramp installation than originally planned for. These items attributed to the project overrun.

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

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Certificate of Final Completion for Handicap Ramp Project No. 2012-1.

Sample Motion

Move to approve the resolution.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Handicap Ramp Project No. 2010-1
CITY OF GRAND ISLAND, NEBRASKA
June 26, 2012

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

This is to certify that Handicap Ramp Project No. 2012-1 has been fully completed by The Diamond Engineering Company of Grand Island, Nebraska under the contract dated March 13, 2012. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

Handicap Ramp Project No. 2011-1

Bid Section A – Howard School

Item No.	Description	Unit Price	Unit	Total Quantity	Total Cost
1	Remove 4"-6" Sidewalk	\$.80	s.f.	2,466.05	\$1,972.84
2	Remove 24" Curb & Gutter	\$2.40	l.f.	430.00	\$1,032.00
3	Remove Brick Walk	\$1.20	s.f.	25.00	\$30.00
4	Saw Cut	\$3.25	l.f.	318.60	\$1,035.45
5	Remove Asphalt	\$1.80	s.f.	247.00	\$444.60
6	Build 4" Walk	\$4.40	s.f.	2,857.86	\$12,574.59
7	Build 24" Curb & Gutter	\$14.35	l.f.	430.00	\$6,170.50
8	Place Warning Plates 2x4	\$180.00	ea.	34.00	\$6,120.00
9	Landscaping & Sprinkler Repair	\$800.00	l.s.	1.69	\$1,352.00
10	Traffic Control	\$2,120.00	l.s.	1.00	\$2,120.00
BID SECTION A - SUBTOTAL PROJECT COST					\$32,851.95

Bid Section B – Locust Street & US Highway 34; Pine Street @ Old City Hall (HHS)

Item No.	Description	Unit Price	Unit	Total Quantity	Total Cost
1	Remove 4"-6" Sidewalk	\$.80	s.f.	1,433.80	\$1,147.04
2	Remove Curb	\$3.30	l.f.	60.70	\$200.31
3	Remove 6" Vertical Curb	\$3.15	l.f.	40.50	\$127.58
4	Remove 10" PCC	\$6.60	s.y.	13.48	\$88.97
5	Remove Island Surfacing	\$2.25	s.f.	71.41	\$160.68
6	Remove Brick Walk Pavers	\$1.30	s.f.	41.00	\$53.30
7	Saw Cut	\$3.40	l.f.	150.20	\$510.68
8	Build 4" Walk	\$4.90	S,f,	377.71	\$1,850.78
9	Build 6" Walk	\$5.70	s.f.	1,010.98	\$5,762.59
10	Build 10" Pavement	\$59.35	s.y.	13.48	\$800.04
11	Build 6" Vertical Curb	\$21.85	l.f.	40.50	\$884.93
12	Adjust Small Pull Box	\$160.00	ea.	2.00	\$320.00
13	Adjust Large Pull Box	\$195.00	ea.	1.00	\$195.00
14	Adjust Stop Box	\$220.00	ea.	1.00	\$220.00
15	Place Warning Plates 2x4	\$180.00	ea.	6.00	\$1,080.00
16	Traffic Control	\$1,150.00	l.s.	1.00	\$1,150.00
BID SECTION B - SUBTOTAL PROJECT COST					\$14,551.84

Bid Section C – Wyandotte St & Riverside Dr; Wyandotte St & Cochin St; Wyandotte St & Brahma St; Wyandotte St & Chanticleer St; August St & Rosemont St; August St & Grand Ave; Darr Ave & 7th St; Stoeger Dr @ Cul-de-Sac; Stoeger Dr & Baumann St; Boggs Ave & 7th St, 8th St & 9th St; Boggs Ave & Baumann St; White Ave & 7th St; White Ave & 9th St

Item No.	Description	Unit Price	Unit	Total Quantity	Total Cost
1	Remove 4"-6" Sidewalk	\$.80	s.f.	3,732.23	\$2,985.79
2	Remove Curb	\$2.80	l.f.	175.40	\$491.12
3	Remove 24" Curb & Gutter	\$2.40	l.f.	401.30	\$963.12
4	Remove 30" Curb & Gutter	\$2.80	l.f.	241.00	\$674.80
5	Remove 6" PCC	\$6.10	s.y.	57.47	\$350.57
6	Saw Cut	\$3.40	l.f.	840.20	\$2,856.68
7	Remove 5" Driveway	\$1.20	s.f.	44.00	\$52.80
8	Remove Asphalt	\$1.80	s.f.	59.75	\$107.55
9	Build 4" Walk	\$4.40	s.f.	3,959.41	\$17,421.41
10	Build 6" Walk	\$5.80	s.f.	450.29	\$2,611.69
11	Build 24" Curb & Gutter	\$14.40	l.f.	401.30	\$5,778.72
12	Build 30" Curb & Gutter	\$17.05	l.f.	383.50	\$6,538.68
13	Adjust Inlet Type B	\$530.00	ea.	2.00	\$1,060.00
14	Place Warning Plates 2x4	\$180.00	ea.	51.00	\$9,180.00
15	Landscaping & Sprinkler Repair	\$900.00	l.s.	1.00	\$900.00
16	Traffic Control	\$2,800.00	l.s.	1.00	\$2,800.00
BID SECTION C - SUBTOTAL PROJECT COST					\$54,772.90

TOTAL PROJECT COST - \$102,176.69

I hereby recommend that the Engineer's Certificate of Final Completion for Handicap Ramp Project No. 2012-1 be approved.

John Collins – City Engineer/Public Works Director

Jay Vavricek – Mayor

RESOLUTION 2012-164

WHEREAS, the City Engineering/Public Works Director for the City of Grand Island issued a Certificate of Final Completion for Project No. 2012-1, installation of Handicap Ramps, certifying that The Diamond Engineering Company of Grand Island, Nebraska, under contract, has completed the handicap ramp installation; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Project No. 2012-1, installation of handicap ramps, is hereby confirmed, for a total project cost of \$102,176.69.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 26, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
June 26, 2012	▣ City Attorney



City of Grand Island

Tuesday, June 26, 2012

Council Session

Item G12

**#2012-165 - Approving Program Supplemental Agreement No. 3
with The State of Nebraska Department of Roads for the Walk to
Walnut Project**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, Project Manager

Meeting: June 26, 2012

Subject: Approving Program Supplemental Agreement No. 3 with The State of Nebraska Department of Roads for the Walk to Walnut Project

Item #'s: G-12

Presenter(s): Scott Griepenstroh, Project Manager

Background

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

Supplemental Agreement No. 1, which was approved by City Council on December 16, 2008, extended the schedule by specifying a construction contract be awarded by December 31, 2009.

City Council approved Supplemental Agreement No. 2 on February 10, 2010, which extended the contract award deadline to November 1, 2010.

Discussion

The purpose of Supplemental Agreement No. 3 is to remove the funding cap, as well as the deadline for securing a construction contract to construct this project. The Federal share payable on any portion of this project will be a maximum of 100% of the eligible and participating costs.

The original agreement stated the funding cap to be \$249,004.00. The current estimate for all project costs (preliminary engineering, construction, construction engineering and utility relocation) is \$374,630.00. Supplemental Agreement No. 3 will remove the funding cap and Federal Aid will be used to pay for 100% of the costs for construction, construction engineering and utility relocation.

Submittal of 90% Plans, completion of environmental clearance, and acquisition of right of way are anticipated to be completed in the next three months. Construction of this project is anticipated to be completed in 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 approve Supplemental Agreement No. 3 to the Agreement for the Safe Routes To Schools Walk to Walnut Project.

Sample Motion

Move to approve Supplemental Agreement No. 3.

SUPPLEMENTAL AGREEMENT NO. 3
PROGRAM AGREEMENT

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

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between the City of Grand Island, Nebraska, hereinafter referred to as the Local Public Agency or "LPA", and the State of Nebraska, Department of Roads, hereinafter referred to as the "State",

WITNESSETH:

WHEREAS, the LPA and the State have previously entered into Program Agreement YL0746, executed by the LPA on August 28, 2007 and executed by the State on September 11, 2007, hereinafter referred to as the "Original Agreement", and a supplement agreement executed by the LPA on December 16, 2008 and by the State on December 24, 2008, hereinafter referred to as Supplemental Agreement No. 1 and a supplement agreement executed by the LPA on February 9, 2010 and by the State on March 11, 2010, hereinafter referred to as Supplemental Agreement No. 2, and

WHEREAS, it now becomes necessary to remove the funding cap and the deadline for securing a construction award, and

WHEREAS, it is the desire of the LPA that this project be constructed under the designation of Project No. SRTS-40(57), as evidenced by the Resolution of the LPA dated the ____ day of ____, 2012, attached and identified as Exhibit "A" and made a part of this agreement, and

NOW THEREFORE, in consideration of these facts, the LPA and State hereto agree as follows:

SECTION 1. The Parties agree that there is no deadline for securing a construction contract to construct this project. The previous deadline is removed.

SECTION 2. The Federal share payable on any portion of this project will be a maximum of 100% of the eligible and participating costs.

SECTION 3. The LPA and the State agree that, except for the provisions of Sections 1 through 2 above, all terms and provisions of the Original Agreement YL0746 on Project No. SRTS-40(57) executed by the LPA on August 28, 2007 and executed by the State on September 11, 2007 and Supplement Agreement No. 1 executed by the LPA on December 16, 2008 and by the State on December 24, 2008 and Supplement Agreement No. 2 executed by the LPA on

February 9, 2010 and by the State on March 11, 2010, shall remain in full force and effect.

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

EXECUTED by the LPA this _____ day of _____, 2012.

WITNESS:
RaNaë Edwards

CITY OF GRAND ISLAND
Jay Vavricek

LPA Clerk

Mayor

EXECUTED by the State this _____ day of _____, 2012.

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

Local Projects Engineer

Project No. SRTS-40(57)
Control No. 42521
Grand Island Walnut Middle School
SRTS Project

- 2 -

RESOLUTION 2012-165

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

WHEREAS, on December 16, 2008, by Resolution 2008-351 the City Council approved Supplemental Agreement No. 1 with the Nebraska Department of Roads for the Safe Routes to School Program funding for the Walk to Walnut Project; and

WHEREAS, on February 9, 2010, by Resolution 2010-45 the City Council approved Supplemental Agreement No. 2 which extended the construction contract award deadline to November 1, 2010, and

WHEREAS, the original agreement is now being updated to remove the deadline for securing a construction contract to construct this project, as well as the funding cap.

WHEREAS, the Federal share payable on any portion of this project will be a maximum of 100% of the eligible and participating costs.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Supplemental Agreement No. 3 with the Nebraska Department of Roads for the Safe Routes to School Program funding for the Walk to Walnut Project is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 26, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 26, 2012	☐ City Attorney



City of Grand Island

Tuesday, June 26, 2012

Council Session

Item G13

#2012-166 - Approving Microsoft License Enterprise Agreement Update

Staff Contact: Jaye Monter

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: June 26, 2012

Subject: Approving Microsoft Licensing Enterprise Agreement Update

Item #'s: G-13

Presenter(s): Jaye Monter, Finance Director

Background

On June 22, 2010 Council approved resolution 2010-169, a three year Microsoft Enterprise Agreement with DELL Marketing LP, under the State of Nebraska Contract number 7466 04. In 2011, the State of Nebraska re-negotiated this state contract and as of November 21, 2011 all current Enterprise and Select Agreements were moved from DELL Marketing LP to En Pointe Technologies Sales Inc., 18701 S Figueroa, St. Gardenia CA 90248.

This three year agreement provides licensing for all Microsoft products installed on desktops, laptops and servers owned by the City of Grand Island that are installed on networks at City Hall, PGS, Waste Water Treatment Plant, Phelps Control Center Dispatch and Utility Engineering. The types of licenses included in this agreement are Windows Operating systems, Office Professional, Expression Web, Windows Servers, Exchange Email Server licenses, Terminal Server and Core Client Access licenses. Our agreement also includes Software Assurance benefits, which allow upgrades to the highest version release available throughout the term of the agreement.

Discussion

The 3rd annual installment of the Microsoft Enterprise agreement is due June 30, 2012 to En Pointe Technologies in the amount of \$80,857.68. This amount is \$954.17 less than the original installment declared with DELL Marketing LP. As required in the Agreement, there is a mandatory annual true-up for all licenses of equipment either added or deleted during the past year. This year's true-up requirement is for 94 additional devices under the City's Microsoft Enterprise Agreement and allows us to be in full compliance with all devices. The true-up for 94 devices amounts to \$42,159. The annual

software installment and true-up cost is included in the Information Technology Fund budget.

Alternatives

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

1. Approve the updated Microsoft Enterprise Agreement with En Pointe Technologies Sales Inc. as the State of Nebraska contract vendor for \$80,857.68 and the additional true-up cost of \$42,159.

Recommendation

City Administration recommends that the Council approve the 3rd installment payment to En Pointe Technologies Sales Inc. in the amount of \$80,857.68 and the additional true-up cost of \$42,159.

Sample Motion

Move to approve the Microsoft Licensing Enterprise Agreement final installment to En Pointe Technologies Sales Inc. in the amount of \$80,857.68 plus required annual true-up licensing costs of \$42,159.



En Pointe Technologies Sales Inc.
18701 S. Figueroa Street
Gardena, CA 90248-4506
Main (310) 337-5200
www.enpointe.com

En Pointe Contact
Lori Kolo

Branch Office:
En Pointe - Govt Sales - West
18701 S. Figueroa Street
Gardena CA 90248-4506
Ph: 310-337-5977
Fax: 310-258-2302

Customer Contact	Customer Notes
	Robyn Splattstoesser RobynS@grand-island.com 3rd EA Payment for enrollment 5540791
Shipping Address	Purchase Order Details
WSCA-NE City of Grand Island 100 East First Street Grand Island NE 68802 USA	PO# WSCA-ADSP011-00000358-1 PO Date 06/11/2012 Customer # 1022293 Delivery Date 06/11/2012 Delivery Terms FOB Destination Payment Terms Net 25 Gross Weight LB Ship Via BW Best Way-3 to 7 days
Sold-to Address	
WSCA-NE City of Grand Island 100 East First Street Grand Island NE 68802 USA	

QUOTATION

30101304
Page 1 of 2

Created
06/11/2012

Expires
07/09/2012

Created By
Abbas Naqvi

Item	Material / Mfg Part # Mfg Name	Description	Avail	Unit Price \$	Qty	Ext Price \$
10	269-12445 Microsoft	OfficeProPlus ALNG LicSAPk MVL Pltfrm	3-5 days*	147.80	12	1,773.60
20	269-12442 Microsoft	OfficeProPlus ALNG SA MVL Pltfrm	3-5 days*	85.92	388	33,336.96
30	FQC-03030 Microsoft	WinPro ALNG UpgrdSAPk MVL Pltfrm wMDOP	3-5 days*	48.44	1	48.44
40	FQC-03029 Microsoft	WinPro ALNG SA MVL Pltfrm wMDOP	3-5 days*	37.92	399	15,130.08
50	W06-01066 Microsoft	CoreCAL ALNG LicSAPk MVL Pltfrm UsrCAL	3-5 days*	45.44	525	23,856.00
60	312-02257 Microsoft	ExchgSvrStd ALNG SA MVL	3-5 days*	114.24	2	228.48
70	UCQ-00109 Microsoft	ExprssnWeb ALNG SA MVL	3-5 days*	22.08	1	22.08
80	P73-00203 Microsoft	WinSvrStd ALNG LicSAPk MVL	3-5 days*	273.32	7	1,913.24
90	P73-00226 Microsoft	WinSvrStd ALNG SA MVL	3-5 days*	117.12	5	585.60
100	6VC-01254 Microsoft	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	3-5 days*	13.68	30	410.40
110	P72-00165 Microsoft	WinSvrEnt ALNG LicSAPk MVL	3-5 days*	888.20	4	3,552.80

****3rd EA Payment for enrollment 5540791****



QUOTATION

30101304
Page 2 of 2

En Pointe Technologies Sales Inc.
18701 S. Figueroa Street
Gardena, CA 90248-4506
Main (310) 337-5200
www.enpointe.com

Item	Material / Mfg Part # Mfg Name	Description	Avail	Unit Price \$	Qty	Ext Price \$
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*Shipping time is approximate. Actual delivery times may vary. Contact your sales rep for more details.

For our standard and promo price terms and conditions, please visit www.enpointe.com/terms and www.enpointe.com/promo respectively.

En Pointe can provide same day shipment for over \$2 billion worth of Computer products from thousands of manufacturers/publishers.

With over 250,000 available SKU's, finding the right product and tracking your orders is easy with our E-procurement tool, www.accesspointe.com.

Sub Total	\$	80,857.68
EWB Total	\$	0.00
Freight Total	\$	0.00
Taxable Amount	\$	0.00
Sales Tax - State	\$	0.00
Sales Tax - Local	\$	0.00
Total Taxes	\$	0.00
Total Amount	\$	80,857.68

Customer Acceptance

A Signature and submission of this quotation by you, ("Customer"), will hereby serve as authorization for En Pointe Technologies Inc to purchase the above referenced goods and/or services.

Further, Customer agrees to pay all invoices related to this order according to the terms and conditions specified by En Pointe Technologies Inc, which are available at www.enpointe.com/invoiceterms.asp.

Name _____	PO Number _____
Email _____	Signature _____
Phone _____	Date _____



En Pointe Technologies Sales Inc.
18701 S. Figueroa Street
Gardena, CA 90248-4506
Main (310) 337-5200
www.enpointe.com

En Pointe Contact
Lori Kolo

Branch Office:
En Pointe - Govt Sales - West
18701 S. Figueroa Street
Gardena CA 90248-4506
Ph: 310-337-5977
Fax: 310-258-2302

Customer Contact	Customer Notes
	Robyn Splattstoesser RobynS@grand-island.com true up pricing
Shipping Address	Purchase Order Details
WSCA-NE City of Grand Island 100 East First Street Grand Island NE 68802 USA	PO# WSCA-ADSP011-00000358-1 PO Date 06/11/2012 Customer # 1022293 Delivery Date 06/11/2012 Delivery Terms FOB Destination Payment Terms Net 25 Gross Weight LB Ship Via BW Best Way-3 to 7 days
Sold-to Address	
WSCA-NE City of Grand Island 100 East First Street Grand Island NE 68802 USA	

QUOTATION

30101306
Page 1 of 1

Created
06/11/2012
Expires
07/09/2012

Created By
Abbas Naqvi

Item	Material / Mfg Part # Mfg Name	Description	Avail	Unit Price \$	Qty	Ext Price \$
10	269-12445 Microsoft		3-5 days*	340.26	94	31,984.44
		Office Professional Plus All Lng Lic/SA Pack MVL Platform				
20	FQC-03030 Microsoft		3-5 days*	108.24	94	10,174.56
		WinPro ALNG UpgrdSAPk MVL Pltfm wMDOP				
		True Up Year 2				

*Shipping time is approximate. Actual delivery times may vary. Contact your sales rep for more details.	Sub Total	\$	42,159.00
For our standard and promo price terms and conditions, please visit www.endpointe.com/terms and www.endpointe.com/promo respectively.	EWR Total	\$	0.00
En Pointe can provide same day shipment for over \$2 billion worth of Computer products from thousands of manufacturers/publishers.	Freight Total	\$	0.00
With over 250,000 available SKU's, finding the right product and tracking your orders is easy with our E-procurement tool, www.accesspointe.com .	Taxable Amount	\$	0.00
	Sales Tax - State	\$	0.00
	Sales Tax - Local	\$	0.00
	Total Taxes	\$	0.00
	Total Amount	\$	42,159.00

Customer Acceptance	
A Signature and submission of this quotation by you, ("Customer"), will hereby serve as authorization for En Pointe Technologies Inc to purchase the above referenced goods and/or services.	Name _____ PO Number _____
Further, Customer agrees to pay all invoices related to this order according to the terms and conditions specified by En Pointe Technologies Inc, which are available at www.endpointe.com/invoiceterms.asp .	Email _____ Signature _____
	Phone _____ Date _____

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
13093 OC

PAGE 1 of 1	ORDER DATE 11/21/11
BUSINESS UNIT 9000	BUYER RUTH GRAY (AS)
VENDOR NUMBER: 520422	
VENDOR ADDRESS: EN POINTE TECHNOLOGIES SALES INC 18701 S FIGUEROA ST GARDENA CALIFORNIA 90248-4506	

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

NOVEMBER 21, 2011 THROUGH JUNE 02, 2013

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

Supply and deliver Commercial Off The Shelf (COTS) Software and Related Services, FOB destination, to the State of Nebraska per the following Contract Information and attached Participating Addendum, Master Price Agreement and NE Exempt Sale Certificate.

EnPointe Technologies Sales, Inc. WSCA website: <http://www.enpointe.com/Nebraska>

The WSCA website will assist you with contact information, software publishers, pricing, and ordering information.


The State Purchasing Bureau encourages agencies to contact the designated Account Executive or Inside Sales Representative as shown on the website address above for general questions, licensing information, quote requests, order status, and returns.

The Purchase Order must include the State of Nebraska WSCA Contract #13093 OC and the EnPointe Technologies Sales, Inc. WSCA Master Price Agreement Number ADSP011-00000358-1.

Leasing is outside the scope of the WSCA/NASPO Agreement and this contract.

(11/21/11 sz)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	ENPOINTE TECHNOLOGIES SALES INC SOFTWARE LICENSES AND Maintenance Agreements.	2,000,000.0000	\$	1.0000


BUYER
MATERIEL ADMINISTRATOR

R43500|NISCRI01 100423

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
SOFTWARE VALUE-ADDED RESELLER CONTRACT (SVAR)
Master Price Agreement Number: ADSP011 00000358-1
Administered by the State of Arizona (hereinafter "Lead State")**

between
EN POINTE TECHNOLOGIES SALES, INC.
(hereinafter "Contractor")

And
STATE OF NEBRASKA
(hereinafter "Participating State")
Participating State Contract Number: 13093 OC

Page 1 of 8

1. Scope: This addendum covers the WSCA Software Value-Added Reseller Contract lead by the State of Arizona for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts.

2. Participation: Use of specific **WSCA** cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Contractor may extend the Contract to political subdivisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political subdivisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political subdivisions or other public entities not authorized by R.R.S. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

3. Participating State Modifications or Additions to Master Price Agreement:

- A. The State of Nebraska will make payments in strict accordance with the Nebraska Prompt Payment Act, R.R.S. § 81-2401-2408, as described in R.R.S. § 81-2403 of the Act. Interest charges may be assessed for late payments in accordance with R.R.S. § 81-2404 of the Act. Payments are due upon receipt of an undisputed invoice, merchandise or service, whichever is later, and payable in accordance with the Act unless otherwise specified in a Transaction Document.
- B. The State of Nebraska is exempt from the obligation to pay federal excise taxes; it is further exempt by state law, R.R.S. § 2704.15, from the obligation to pay sales and use taxes. Taxes must not be included in the bid prices. Exemption by statute precludes the obligation to furnish a State of Nebraska exemption certificate. Copies of exemption certificates may be attached hereto as a courtesy.
- C. The State of Nebraska may terminate this Contract or any purchase order, in whole or in part, in the event funding is no longer available. Its obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for this contract. Should said funds not be appropriated, the State of Nebraska may terminate this Contract or any purchase order with respect to those payments for the fiscal years for which such funds are not appropriated. The State of Nebraska will give the Contractor written notice of thirty (30) days prior to the effective date of any termination under this section. All obligations of the

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
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Master Price Agreement Number: ADSP011 00000358-1
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between
EN POINTE TECHNOLOGIES SALES, INC.
(hereinafter "Contractor")
And
STATE OF NEBRASKA
(hereinafter "Participating State")
Participating State Contract Number: 13093 OC

Page 2 of 8

State of Nebraska to make payments after the termination date will cease and all interest of the State of Nebraska in any related equipment will terminate. The Contractor shall be entitled to receive just and fair compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

- D. The Contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.
- E. Scrutinized Businesses (3.11) and any other references regarding same in the Master Price Agreement are deleted for the purposes of this Participating Addendum.
- F. Offshore Performance of Work Prohibited (3.12) and any other references regarding same in the Master Price Agreement are deleted for the purposes of this Participating Addendum.
- G. This Contract is not an exclusive Contract to furnish software, supplies and maintenance services, and does not preclude the purchase of similar items from other sources.
- H. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the Contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska.
- I. The Contractor shall also provide to the State of Nebraska primary contact person quarterly utilization reports based on net invoiced sales, containing at a minimum the following information pertaining to State of Nebraska utilization: (a) purchase order number; (b) description; (c) quantity; and (d) price. These reports will be provided in Excel format and sent via email at the end of the next month after the quarterly periods as follows:

<u>Period End</u>	<u>Report Due</u>
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30

The Contractor agrees to provide a quarterly utilization report, reflecting new sales to the State during the associated fee period. The report shall be in the format developed by the Lead State and as agreed to by the Contractor. The report will be provided in secure electronic format and/or submitted electronically to the State contact listed in the Addendum.

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
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between
EN POINTE TECHNOLOGIES SALES, INC.
(hereinafter "Contractor")
And
STATE OF NEBRASKA
(hereinafter "Participating State")
Participating State Contract Number: 13093 OC

Page 3 of 8

- J. New Employee Work Eligibility Status: The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us

If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by R.R.S. § 4-108.

- K. Contractor shall review the Nebraska Technology Access Standards, found at http://www.nitc.nebraska.gov/standards/accessibility/accessibility_standards.pdf and ensure that products and/or services provided under the contract comply with the applicable standards. In the event such standards change during the contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.
- L. Contractor to provide delivery within ten (10) business days after receipt of a valid order unless conditions arise that are outside the control of the Contractor, such as product out of stock. If delivery cannot be within this time frame, Contractor is to notify the ordering entity of delay and anticipated ship date. If this delayed delivery is unacceptable to the ordering entity, the order can be cancelled without penalty.
- M. All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved,

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
SOFTWARE VALUE-ADDED RESELLER CONTRACT (SVAR)
Master Price Agreement Number: ADSP011 00000358-1
Administered by the State of Arizona (hereinafter "Lead State")**

between
EN POINTE TECHNOLOGIES SALES, INC.
(hereinafter "Contractor")
And
STATE OF NEBRASKA
(hereinafter "Participating State")
Participating State Contract Number: 13093 OC

Page 4 of 8

whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles. In addition to, and in no way in limitation of any obligation in the contract, the contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit. These provisions shall survive the termination of the contract.

- N. Ownership of Intellectual Property: The contractor agrees it will at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the contractor prompt notice in writing of the claim. The contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the contractor has indemnified the State, the contractor shall at the contractor's sole cost and expense promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the contractor, and the State may receive the remedies provided under this Master Price Agreement.

- O. Indemnification: The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
SOFTWARE VALUE-ADDED RESELLER CONTRACT (SVAR)
Master Price Agreement Number: ADSP011 00000358-1
Administered by the State of Arizona (hereinafter "Lead State")**

between
EN POINTE TECHNOLOGIES SALES, INC.
(hereinafter "Contractor")
And
STATE OF NEBRASKA
(hereinafter "Participating State")
Participating State Contract Number: 13093 OC

Page 5 of 8

- P. Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.
- Q. Contract Monitoring: The Contractor is obligated to furnish information as requested to determine whether the objectives of the contract have been met. The Contractor will be required to furnish reports as requested to the State of Nebraska primary contact upon request.
- R. Effective Date and Contract Period: This Participating Addendum shall be effective upon the date of final execution by the State. The contract period for the State of Nebraska will be from the effective date of this participating addendum to the time period set forth in the Master Price Agreement No. ADSP11-00000358.
- S. Contract Order of Precedence: Contract Award to include State of Nebraska Participating Addendum, including any Exhibits and or Attachments; WSCA Master Price Agreement; Exhibits and Amendment to the WSCA Master Price Agreement; The list of products and services contained in the purchase order and or contract release order; Any Request for Proposal Addenda and/or Amendments to include Questions and Answers; The original RFP document; and The Contractor's Proposal, including any written clarifications and or final proposal revisions.
4. Lease Agreements: No leasing is authorized under this addendum.
5. Primary Contacts: The primary contact individuals for this participating addendum are as follows (or their named successors):

Lead State

Name	Terri Johnson
Address	State of Arizona - Department of Administration State Procurement Office 100 N 15 th Ave, Phoenix, AZ 85007
Telephone	602-542-9125
Fax	602-542-5508
E-mail	terri.johnson@azdoa.gov

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Page 6 of 8

Contractor

Name	Imran Yunus
Address	En Pointe Technologies Sales, Inc. 18701 S. Figueroa St. Gardena, CA 90248
Telephone	866-334-2087
Fax	310-337-3498
E-mail	iyunus@enpointe.com

Participating Entity – State of Nebraska

Name	Ruth Gray
Address	Administrative Services, Materiel Division, Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508
Telephone	402-471-0974
Fax	402-471-2089
E-mail	Ruth.Gray@nebraska.gov

6. **Subcontractors:** All En Point dealers and resellers authorized, as shown on the dedicated En Pointe/Nebraska website, are approved to provide sales and service support. En Pointe dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Price Agreement. The State of Nebraska will issue all orders and payments directly to En Point Technologies sales, Inc.

**PARTICIPATING ADDENDUM
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Page 7 of 8

7. Purchase Order Instructions:

- a. If a price quote is accepted by the participating entity, the participating entity shall submit purchase order via email to wscasoftwaresupport@enpointe.com or by fax to 310-337-3498

- b. Purchase order is issued to:

En Pointe Technologies Sales, Inc
18701 South Figueroa Street
Gardena, CA 90248

Note: Purchase Order must include Master Agreement Number ADSP011-00000358 and Participating Entity Contract Number 13093 OC.

Purchase orders may be mailed to the above address or emailed to wscasoftwaresupport@enpointe.com

- c. Payment shall be made to:

En Pointe Technologies Sales, Inc
PO Box 514429
Los Angeles, CA 90051-4229

8. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: 13093 OC and the Lead State price agreement number: ADSP011-00000358-1.

9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

RESOLUTION 2012-166

WHEREAS, the Information Technology Division of the Finance Department continually works on maintaining the City's computer network, computer hardware, software, etc.; and

WHEREAS, due to the number of computer users and devices, and the constant need for computer upgrades, it is imperative to consistently maintain the entire city network system; and

WHEREAS, on June 22, 2010 by Resolution 2010-169, the City Council of the City of Grand Island authorized the Information Technology Division of the Finance Department to renew a three year software license agreement expiring June 30, 2013 with DELL Marketing LP, under the State of Nebraska contract number 7466 04; and

WHEREAS, the State of Nebraska re-negotiated this state contract in 2011 and as of November 21, 2011 all agreements moved from DELL Marketing LP to En Pointe Technologies Sales Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Information Technology Division of the Finance Department is hereby authorized to submit payment to the contract vendor En Pointe Technologies for the 3rd and final installment of the Microsoft Enterprise Agreement due June 30, 2012 at a cost of \$80,857.68 plus the mandatory true-up costs of 42,159.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 26, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
June 26, 2012	▣ City Attorney



City of Grand Island

Tuesday, June 26, 2012

Council Session

Item H1

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

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: June 26, 2012

Subject: Request of the Nebraska State Fair, for a Modification to the Conditional Use Permit Granted on June 8, 2010 and Revised on August 10, 2010 and August 23, 2011, for the Recreational Vehicle Park at 915 E. Fonner Park Road

This modification is to allow for the use of 59 primitive sites for the 2012 State Fair.

Item #'s: H-1

Presenter(s): Craig Lewis, Building Department Director

Background

This is a request for approval to allow for 59 sites within the recreational vehicle park to be primitive for the 2012 State Fair. The construction of the recreational vehicle camper park at Fonner Park, has been progressing for the past two years. The installation of the phased improved parking pads is currently on schedule with 111 improved parking pads installed, and all but 59 of the 211 sites have utility connections. The original approval for the construction of the recreational vehicle park identified a phased improvement plan for the parking pads;

- 52 -- 2011
- 59 -- 2012
- 50 -- 2013
- 50 -- 2014

The utility connections were originally intended to be completed to all of the sites during the first phase but have been delayed. The last 59 sites have yet to be supplied with electricity, but sewer and water are available to all of the sites within the park.

Discussion

The City Code provides for campgrounds with the following conditions specified in the code; 36-69 (B) 2. (a) Developer shall submit a diagram of the proposed camp ground

including a plot plan of the pads, landscaping plan, utility plan and interior street plan with the application for a conditional use permit.

(b) A minimum of one toilet and one lavatory for each sex shall be provided for each sex up to the first 25 sites. An additional toilet and lavatory for each sex shall be provided for each additional 25 sites or fraction thereof not provided with sewer connections.

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

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

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

Additional conditions placed on the Recreational Vehicle Camper Site were;

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

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

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

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

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

The proposal is at this time specifically for the State Fair event for 2012 and as such Staff would suggest that the use be limited to the State Fair only until such time as all of the required improvements and conditions established by the City Council are completed. Once the required improvements are completed it would appear appropriate to allow for additional use of the facility through out the year as the park would be compliant with the established regulations and conditions.

Alternatives

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

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

Recommendation

Approve the request to modify the conditional use permit for the recreational vehicle camper site with the conditions as previously approved and presented to the City Council and allow for the continued use finding that the proposed use and application promotes the health, safety, and general welfare of the community, protect property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

The park shall provide all the required improvement for each subsequent year based on the number of improved parking pads in the identified schedule.

Sample Motion

Move to approve the request to modify the conditional use permit and allow for 59 primitive sites within the approved park for the 2012 State Fair, with the conditions identified in the staff memorandum and presented at the City Council meeting and finding that the application conforms to the purpose of the zoning regulations.



P.O. Box 1387 • 1811 W 2nd Street, Suite 440 • Grand Island, NE 68802 • P 308.382.1620 • F 308.384.1555 • StateFair.org

June 5, 2012

Craig Lewis – Building Dept. Director
City of Grand Island
100 East First St.
PO Box 1968
Grand Island NE 68802-1968

RE: RV Park Primitive Stall use during 2012 Nebraska State Fair

Dear Mr. Lewis,

As per our agreement with the City of Grand Island, the Nebraska State Fair RV Park; 915 Fonner Park Road will have 112 stalls with all utilities and individual concrete pads (as per permit # 091001877, extended May 2, 2012) and 40 stalls with all utilities and rock pads for the 2012 Nebraska State Fair. In addition, there will be 59 primitive RV stalls with water & sewer connections and no electrical or concrete paved stalls.

The Nebraska State Fair would like to request an amendment to our conditional use permit and ask that the City of Grand Island allow the use of 59 primitive RV stalls during the 2012 Nebraska State Fair.

Your consideration in this matter is most appreciated.

Sincerely,

Joseph McDermott
Executive Director
Nebraska State Fair



City of Grand Island

Tuesday, June 26, 2012

Council Session

Item H2

**Consideration of Referring Blight and Substandard Study for
Proposed Redevelopment Area #10 to the Regional Planning
Commission (South of Bismark and East of South Locust Street)**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: March 26, 2012

Subject: Proposed Blighted and Substandard Area #10

Item #'s: H-2

Presenter(s): Chad Nabity, Director Grand Island CRA

Background

Enclosed you will find a copy of a Substandard and Blight Study as prepared for Larry Fowles by Marvin Planning Consultants. This study is for approximately 7.5 acres of property in southeast Grand Island between Bismark Road and Phoenix Street and along Kimball and Oak Street. The study as prepared and submitted indicates that this property could be considered substandard and blighted. The full study is attached for your review and consideration.

Larry Fowles has submitted this study for the review and consideration of the Grand Island City Council as permitted by Nebraska law. This is the first micro-blight study conducted in the City of Grand Island and the CRA has reviewed the study and is recommending that Council consider approval of the study as presented. The decision on whether to declare an area substandard and blighted is entirely within the jurisdiction of the City Council with a recommendation from the Planning Commission.

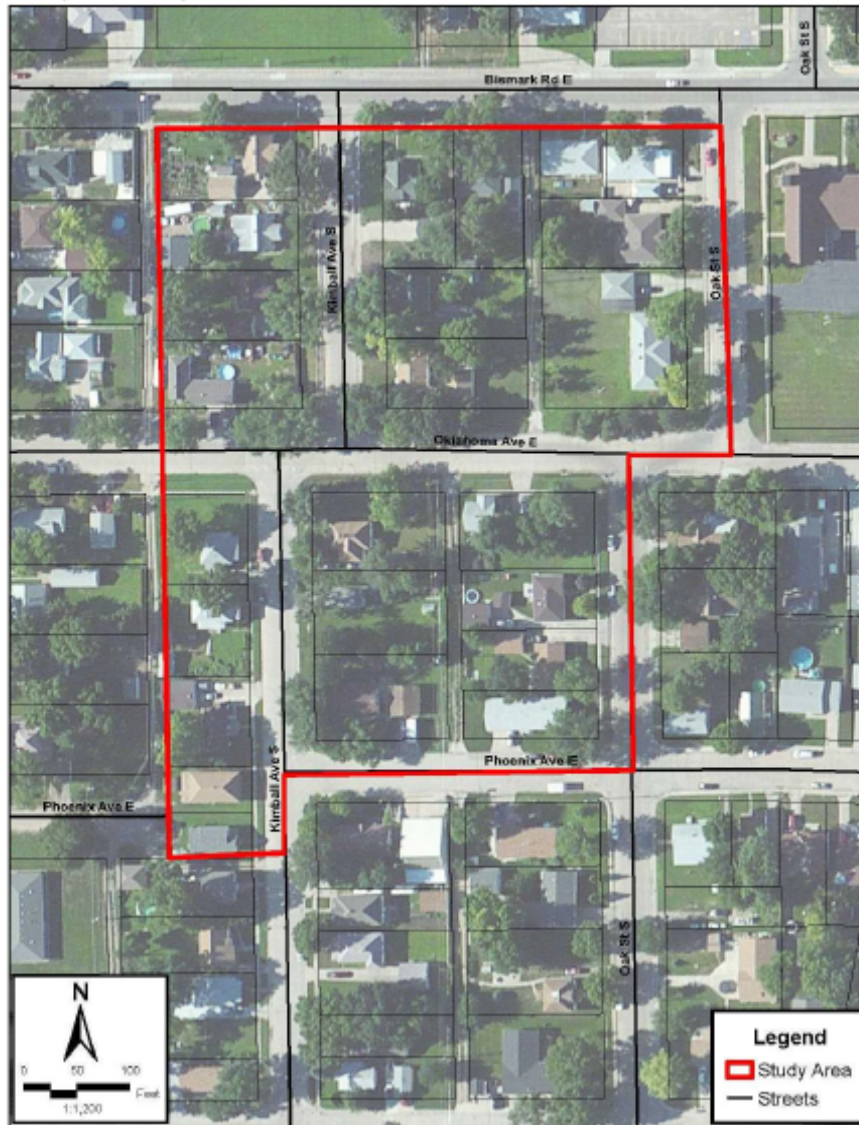
The question before Council will be whether to send the Study to the Planning Commission for their review and feedback. If the item is not sent to the Planning Commission the Council cannot declare the area substandard and blighted. Planning Commission will meet on April 4th and would have a recommendation ready for last Council meeting in April.

Once an area has been declared substandard and blighted the CRA can accept redevelopment proposals for the area that might or might not include an application for Tax Increment Financing. Should this be approved Mr. Fowles does intend to submit an application for TIF to assist in the redevelopment of 809 S. Kimball. His intent is to remove the existing worn out vacant house and replace it with a duplex on the two lots.

Discussion

The action item tonight relate to the Study for proposed CRA Area No. 10 in southeast Grand Island as shown below. The study was prepared for 7.5 acres, of all of which are in the Grand Island City Limits

Figure 1
Study Area Map



Source: City of Grand Island

Jason Eley, Assistant City Attorney has reviewed the Nebraska Statutes and case law pertaining to the declaration of property as blighted and substandard. His comments on this application are as follows:

The statutory procedures for accomplishing blight relief include the following steps: (1) the identification of a community redevelopment area consisting of portions of a city declared to be substandard or blighted in accordance with statutory definitions and in need of redevelopment, (2) the formulation of a redevelopment plan for such area or a redevelopment project within such area, and (3) the implementation of the redevelopment plan through various means including acquisition, sale, leasing, and contracting for redevelopment. Nebraska Revised State Statutes (NRSS) 18-2103, 18-2107, and 18-2109.

Under this statutory scheme, the governing body shall afford maximum opportunity consistent with the sound needs of the city as a whole to the rehabilitation or redevelopment of the community redevelopment area by private enterprise. A private development project would be eligible for tax increment financing only if it is included within an area which has previously been declared blighted or substandard and is in furtherance of an existing redevelopment plan for that area. The declaration of property as blighted or substandard is not simply a formality which must be met in order to assist a private developer with tax increment financing; it is the recognition of a specific public purpose which justifies the expenditure of public funds for redevelopment. See *Monarch Chemical Works, Inc. v. City of Omaha*, 203 Neb. 33, 277 N.W.2d 423 (1979), *Fitzke v. Hastings*, 255 NEB 46 (1998)

At this point, Council is only considering point 1 of Mr. Eley's opinion. According to NRSS §18-2109, it is clear that the Planning Commission must have the opportunity to review the Blight Study prior to Council declaring the property substandard and blighted. If Council wishes to consider a declaration of substandard and blight State Statute require that the question of whether an area is substandard and blighted is submitted to the Planning Commission for its review and recommendation.

The Planning Commission recommendation should be done at the first available opportunity, as the Planning Commission has 30 days to respond to Council's request for a recommendation.

Blighted Area of the Community

The city of Grand Island, as a City of the First Class, is permitted to designate an area of up to 35% of the municipal limits as blighted and substandard. As of today, June 7, 2012, 16.91% of the City has been declared blighted and substandard. This microblight area (Area 10) would add another 0.04%. The Veteran's Hospital Area (Area 11) would add 0.15%. If both Areas 10 and 11 were to be declared substandard and blighted by the Council 17.11% of the community would bear that designation.

It does not appear that the declaration of both Area 10 and Area 11 would significantly impact the City's ability to declare other areas substandard and blighted.

Alternatives

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

1. Move to forward the Study to the Planning Commission for their recommendation.
2. Move to not forward the Study to the Planning Commission for their recommendation
3. Refer the issue to a Committee
4. Postpone the issue to future date
5. Take no action on the issue

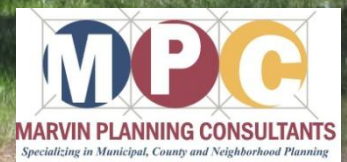
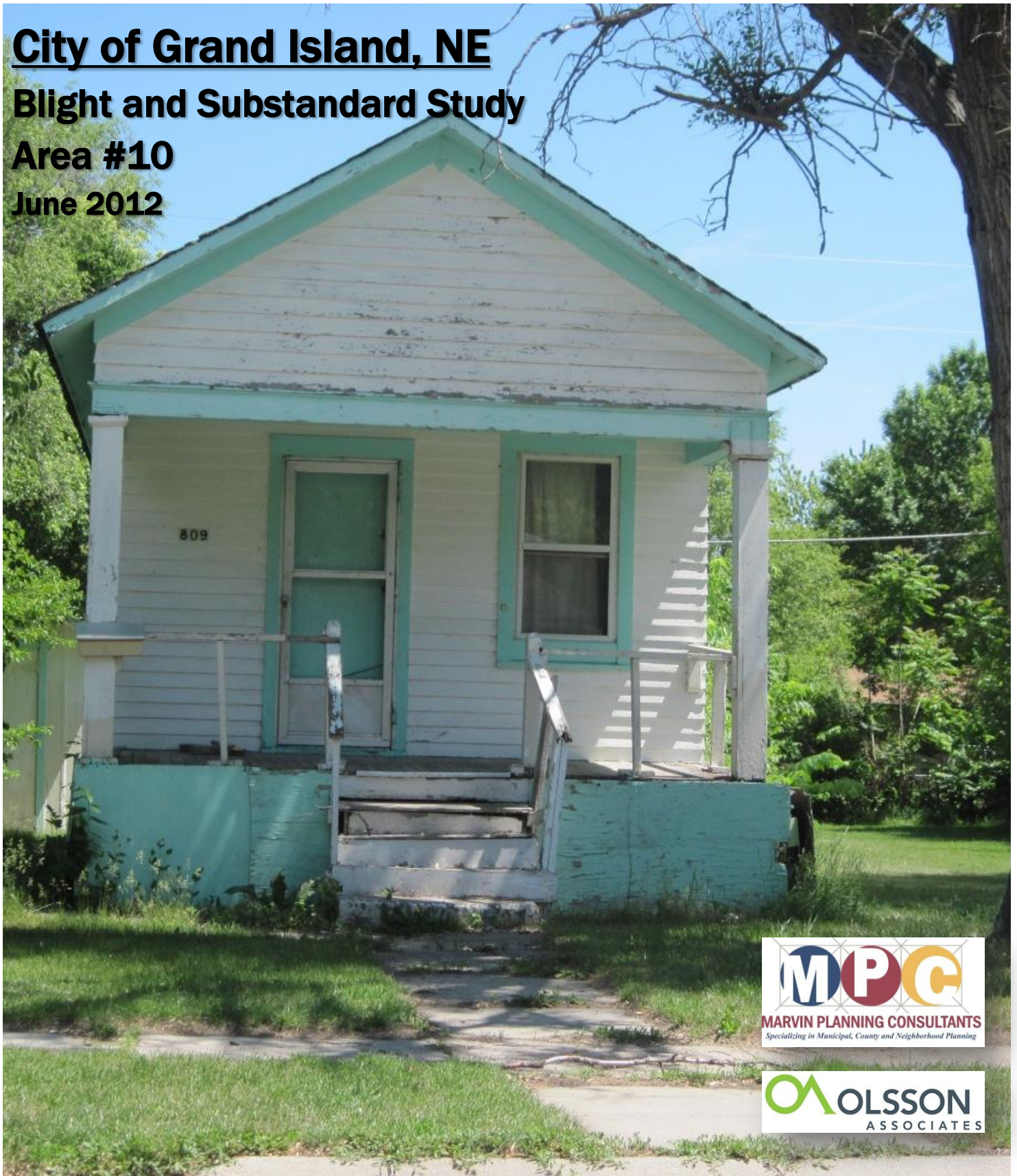
Recommendation

City Administration recommends that the Council Move to forward the Study to the Planning Commission.

Sample Motion

Move to adopt resolution to forward the Study to the Planning Commission for their review and recommendation.

City of Grand Island, NE
Blight and Substandard Study
Area #10
June 2012



PURPOSE OF THE BLIGHT AND SUBSTANDARD STUDY

The purpose of completing this Blight and Substandard study is to examine existing conditions within the city of Grand Island. This study has been commissioned by an individual property owner within the community with the hope that the City will consider the study area for future redevelopment activity. The area is a meandering boundary; the area is also bounded on two sides by properties that have been declared as blighted and substandard in the past.

The City of Grand Island, when considering conditions of Blight and Substandard, will be looking at those issues and definitions provided for in the Nebraska Community Redevelopment Law as found in Chapter 18, Section 2104 of the Revised Nebraska State Statutes, as follows:

"The governing body of a city, to the greatest extent it deems to be feasible in carrying out the provisions of Sections 18-2101 to 18-2144, shall afford maximum opportunity, consistent with sound needs of the city as a whole, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises. The governing body of a city shall give consideration to this objective in exercising its powers under sections 18-2101 to 18-2144, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations relating to the use and occupancy of buildings and improvements, the disposition of any property acquired, and providing of necessary public improvements".

The Nebraska Revised Statutes §18-2105 continues by granting authority to the governing body for formulation of a workable program. The statute reads,

"The governing body of a city or an authority at its direction for the purposes of the Community Development Law may formulate for the entire municipality a workable program for utilizing appropriate private and public resources to eliminate or prevent the development or spread of urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of substandard and blighted areas, or to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program. Such workable program may include, without limitation, provision for the prevention of the spread of blight into areas of the municipality which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards; the rehabilitation or conservation of substandard and blighted areas or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted areas or portions thereof."

Blight and Substandard are defined as the following:

"Substandard areas means an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;"

"Blighted area means an area, which (a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of

title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a shall not designate an area larger than one hundred percent of the as blighted;"

This Blight and Substandard Study is intended to give the Grand Island Community Redevelopment Authority and Grand Island City Council the basis for identifying and declaring Blighted and Substandard conditions existing within the City's jurisdiction. Through this process, the City and property owner will be attempting to address economic and/or social liabilities which are harmful to the well-being of the entire community.

BLIGHT AND SUBSTANDARD ELIGIBILITY STUDY

This study targets a specific area within an established part of the community for evaluation. The area is indicated in Figure 1 of this report. The existing uses in this area include residential dwelling units both single-family and multi-family.

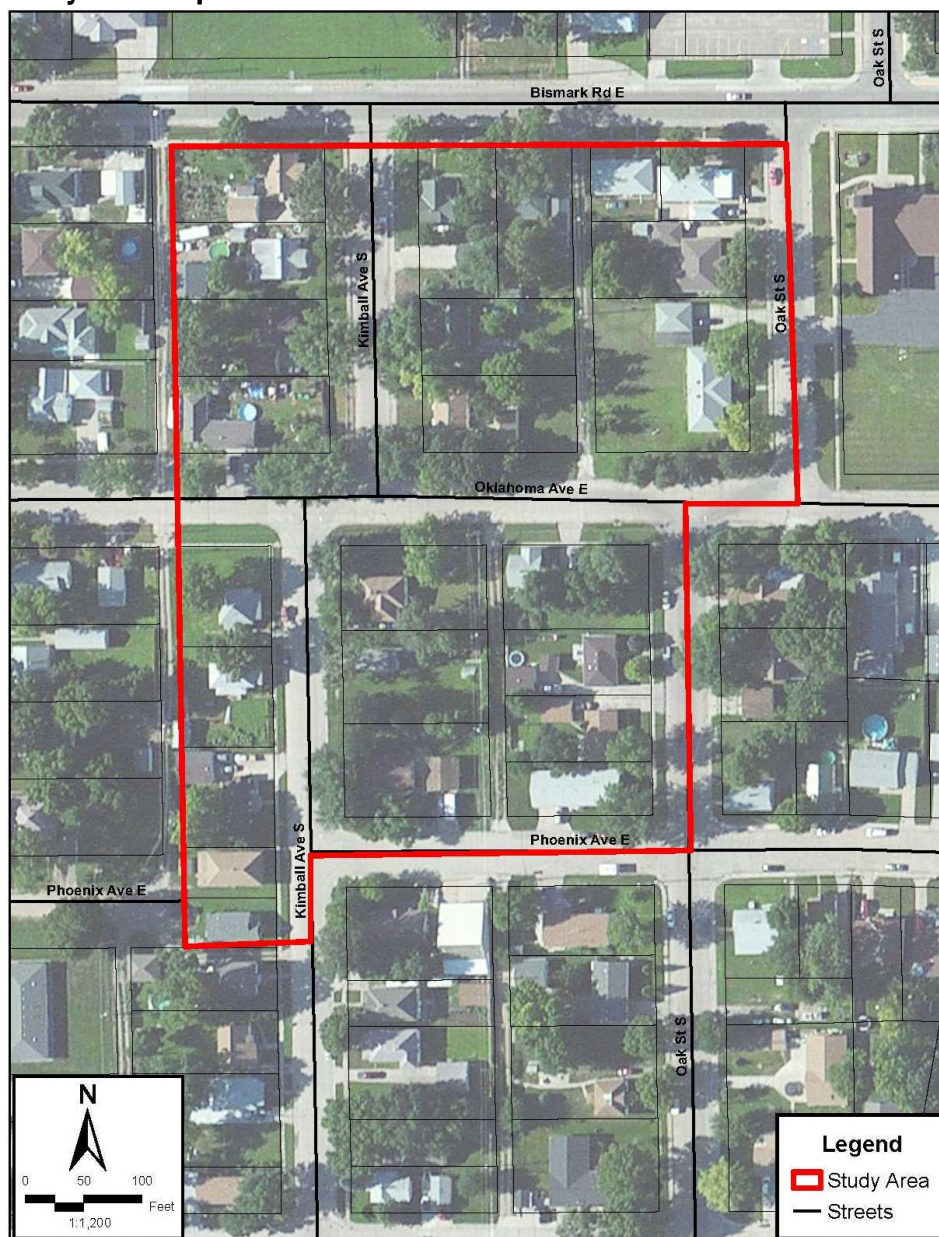
Through the redevelopment process the City of Grand Island can guide future development and redevelopment throughout the area. The use of the Community Redevelopment Act by the City of Grand Island is intended to redevelop and improve the area. Using the Community Redevelopment Act, the City of Grand Island can assist in the elimination of negative conditions and implement different programs/projects identified for the City.

The following is the description of the designated area within Grand Island.

Study Area

POINT OF BEGINNING IS THE NORTHWEST CORNER OF LOT 1, BLOCK 3, SOUTH GRAND ISLAND; THENCE EASTERLY ALONG THE NORTH PROPERTY LINE OF LOT 1, BLOCK 3, SOUTH GRAND ISLAND AND CONTINUING EASTERLY ALONG THE NORTHERN PROPERTY LINES UNTIL INTERSECTING THE CENTERLINE OF OAK STREET S; THENCE SOUTHERLY ALONG SAID CENTERLINE TO THE INTERSECTION OF THE CENTERLINES OF OAK STREET S AND OKLAHOMA AVENUE E; THENCE WESTERLY ALONG SAID CENTERLINE OF OKLAHOMA AVENUE E TO THE SOUTHERN INTERSECTION THE CENTERLINES OF OKLAHOMA AVENUE E AND OAK STREET S; THENCE SOUTHERLY ALONG SAID CENTERLINE OF OAK STREET S TO THE INTERSECTION OF CENTERLINES FOR OAK STREET S AND PHOENIX AVENUE E; THENCE WESTERLY ALONG SAID CENTERLINE OF PHOENIX AVENUE E TO THE INTERSECTION OF THE CENTERLINES OF PHOENIX AVENUE E AND KIMBALL AVENUE S; THENCE SOUTHERLY ALONG SAID CENTERLINE OF KIMBALL AVENUE S TO THE EXTENDED SOUTH PROPERTY LINE OF LOT 55 IN HAWTHORNE ADDITION; THENCE WESTERLY ALONG SAID EXTENDED SOUTH PROPERTY LINE TO THE SOUTHWEST CORNER OF SAID LOT 55 IN HAWTHORNE ADDITION; THENCE NORTHERLY ALONG THE WEST PROPERTY LINE OF LOT 55 IN HAWTHORNE ADDITION AND EXTENDING NORTHERLY TO THE POINT OF BEGINNING.

Figure 1
Study Area Map



Source: City of Grand Island

EXISTING LAND USES

The term “Land Use” refers to the developed uses in place within a building or on a specific parcel of land. The number and type of uses are constantly changing within a community, and produce a number of impacts that either benefit or detract from the community. Because of this, the short and long-term success and sustainability of the community is directly contingent upon available resources utilized in the best manner given the constraints the City faces during the course of the planning period. Existing patterns of land use are often fixed in older communities and neighborhoods, while development in newer areas is often reflective of current development practices.

Existing Land Use Analysis within Study Area

As part of the planning process, a survey was conducted through both in-field observations, as well as data collection online using the Hall County Assessors website. This survey noted the use of each parcel of land within the study area. The Study Area is 100% residential with the exception of the local streets and sidewalks serving the study area.

Figure 2
Existing Land Use Map



Source: Marvin Planning Consultants and Olsson Associates, 2012

FINDINGS OF BLIGHT AND SUBSTANDARD CONDITIONS ELIGIBILITY STUDY

This section of the Eligibility Report examines the conditions found in the study area. The Findings Section will review the conditions based upon the statutory definitions.

CONTRIBUTING FACTORS

There are a number of conditions that were examined and evaluated in the field and online. There are a number of conditions that will be reviewed in detail, on the following pages, while some of the statutory conditions are present, other are not.

Age of Structure

Age of structures can be a contributing factor to the blighted and substandard conditions in an area. Statutes allow for a predominance of structures that are 40 years of age or older to be a contributing factor regardless of their condition. The following paragraphs document the structural age of the structures within the Study Area. Note that the age of structure was determined from the Appraisal data within the Hall County Assessor's website data.

Within the study area there is a total of 38 primary and accessory structures. After researching the structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 2 (5.3%) units were determined to be less than 40 years of age
- 36 (94.7%) units were determined to be 40 years of age or older

Overall, 94.7% of the structures in this portion of the area are 40 years old or older thus qualifying it as substantial. See Figure 3 for the locations of the structures.

Due to the age of the structures in the study area, age of structures would be a direct contributing factor.

Structural Conditions

Where structural conditions were evaluated, structures were either rated as: Excellent, Average, Deteriorating, or Dilapidated. The following are the definitions of these terms:

No Problem/ Average Conditions

- No structural or aesthetic problems were visible, or
- Slight damage to porches, steps, roofs etc. is present on the structure,
- Slight wearing away of mortar between bricks, stones, or concrete blocks,
- Small cracks in walls or chimneys,
- Cracked windows,
- Lack of paint, and
- Slight wear on steps, doors, and door and window sills and frames.

Deteriorating Conditions

- Holes, open cracks, rotted, loose, or missing materials in parts of the foundation, walls, or roof (up to 1/4 of wall or roof),
- Shaky, broken, or missing steps or railings,
- Numerous missing and cracked window panes,
- Some rotted or loose windows or doors (no longer wind- or water-proof), and
- Missing bricks, or cracks, in chimney or makeshift (uninsulated) chimney.



Dilapidated Conditions

- Holes, open cracks, or rotted, loose or missing material (siding, shingles, brick, concrete, tiles, plaster, floorboards) over large areas of foundation,
- Substantial sagging of roof, floors, or walls,
- Extensive damage by fire, flood or storm, and
- Inadequate original construction such as makeshift walls, roofs made of scrap materials, foundations or floors lacking, or converted barns, sheds, and other structures not adequate for housing.

These are criteria used to determine the quality of each structure in the Study Area.

In a recent conditions survey, the structures within the study area were rated. Within the study area there are a total of 26 primary structures and 12 accessory structures. Accessory structures were rated due to the fact that they were visible from the public right-of-ways.

After reviewing the overall conditions of the structures in the corporate limits portion include:

- 16 (50.0%) structures rated as adequate
- 13 (40.6%) structures rated as deteriorating
- 3 (9.4%) structures rated as dilapidated

Overall, 50.0% of the structures in this portion of the area are in a state of disrepair. The data are available for inspection; however, for purposes of this study, Figure 4 only shows the data on a ½ block level as opposed to structure. However, if there were several structures deemed to be deteriorating or dilapidated then the entire block was downgraded.

Only one ½ block (16.7%) in the study area was rated as adequate; while four ½ blocks (66.6%) were deteriorating; finally one ½ block (16.7%) was deemed to be dilapidated. For purposes of this study there is approximately 83.3% of the block area within the Study Area that has deteriorating or dilapidated structures. The remaining 16.7% was considered as “Adequate”.

Due to the state of disrepair of a number of properties in the area, the conditions represent conditions which are Dangerous to conditions of life or property due to fire or other causes.

Figure 3
Structural Age Map



Source: Marvin Planning Consultants and Olsson Associates, 2012

Sidewalk Conditions

The sidewalk conditions were analyzed in the Study Area. The sidewalks were rated on four categories; adequate, deteriorating, dilapidated, and missing completely. The following is the breakdown by corporate limits and county industrial park.

Within the study area there is approximately 2,612 lineal feet of sidewalk. After reviewing the conditions in the field, the following is how the sidewalk conditions breakdown within the corporate limits:

- 497 (19.0%) lineal feet of adequate sidewalk
- 1,333 (51.0%) lineal feet of deteriorating sidewalk
- 781 (20.0%) lineal feet of no sidewalk.
- There was no sidewalk deemed to be dilapidated.



Overall, 71.0% of the sidewalks are in either a deteriorating state or completely missing. Missing sidewalk is as bad as dilapidated or deteriorating sidewalk since there is no safe place to walk other than across someone else's property or in the street. See Figure 5 for the locations of these sidewalks.

Due to the large amount of deteriorating and missing sidewalk, the sidewalk conditions would be a direct contributing factor.

Street Conditions

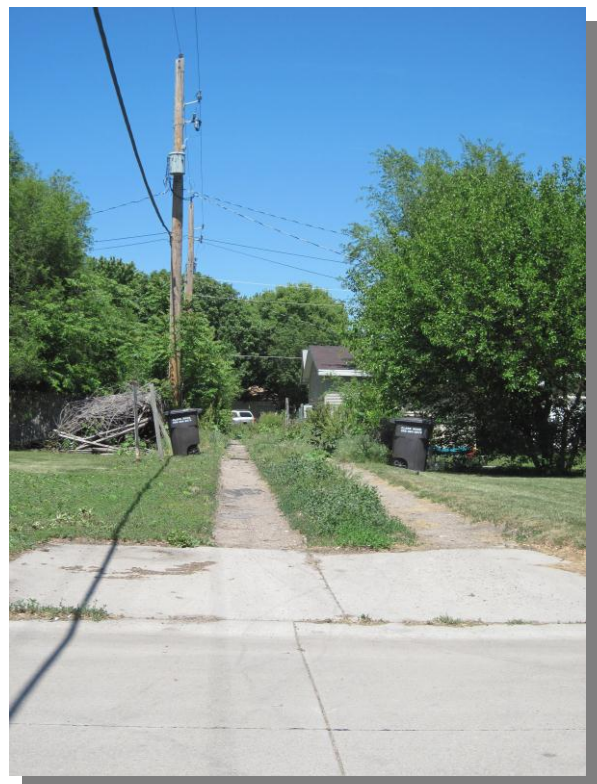
The street conditions were analyzed in the Study Area including both the incorporated areas and the unincorporated portions of the area. The streets were also rated on four categories; adequate, deteriorating, dilapidated, and missing completely. The following is the breakdown by corporate limits and county industrial park.

Within the study area there is approximately 2,596 lineal feet of street. After reviewing the conditions in the field, the following is how the street conditions breakdown within the corporate limits:

- 1,755 (67.6%) lineal feet of adequate street
- 306 (11.8%) lineal feet of deteriorating street
- 535 (20.6%) lineal feet of dilapidated street

Overall, 32.4% of the streets are in either in a deteriorating or dilapidated state. See Figure 6 for the locations of these streets.

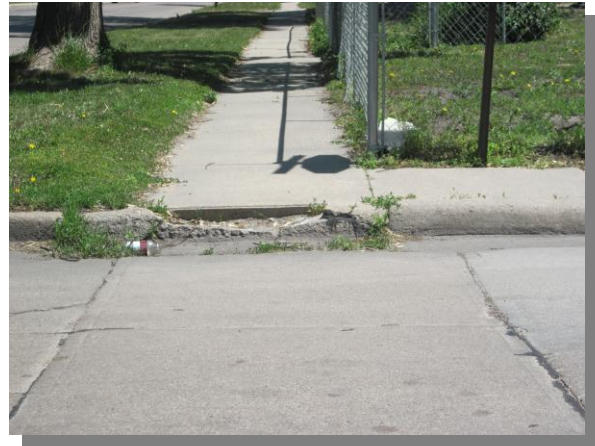
Due to the large amount of deteriorating and missing street, the street conditions would be a direct contributing factor.



Curb and Gutter

Curb and Gutters have a number of direct and indirect roles in neighborhoods. Their primary functions is to be a barrier that collects and directs water, drainage. On a secondary level, they can help define where the streets start and stop, and they act as a physical barrier between pedestrian and vehicular traffic.

Curb and gutter for the Study Area will be examined similarly to streets and sidewalks. The curb and gutter will be graded as either adequate, deteriorating, dilapidated, or missing. In addition, curb and gutter will be examined based upon their location, within the incorporated area or within the county industrial park.



Within the corporate limits portion of the study area there is approximately 2,876 lineal feet of curb and gutter possible. After reviewing the conditions in the field, the following is how the curb and gutter conditions breakdown within the corporate limits:

- 1,262 (43.9%) lineal feet of adequate curb and gutter
- 1,613 (56.1%) lineal feet of deteriorating curb and gutter

Approximately 57% of the curb and gutters are in either a deteriorating state or are missing. See Figure 7 for the locations of these curb and gutter.

Due to the large amount of deteriorating and missing curb and gutter, the curb and gutter conditions would be a direct contributing factor.



Poor curb and gutter and no sidewalk access to the street along one side of the intersection.

No sidewalk access running east and west.

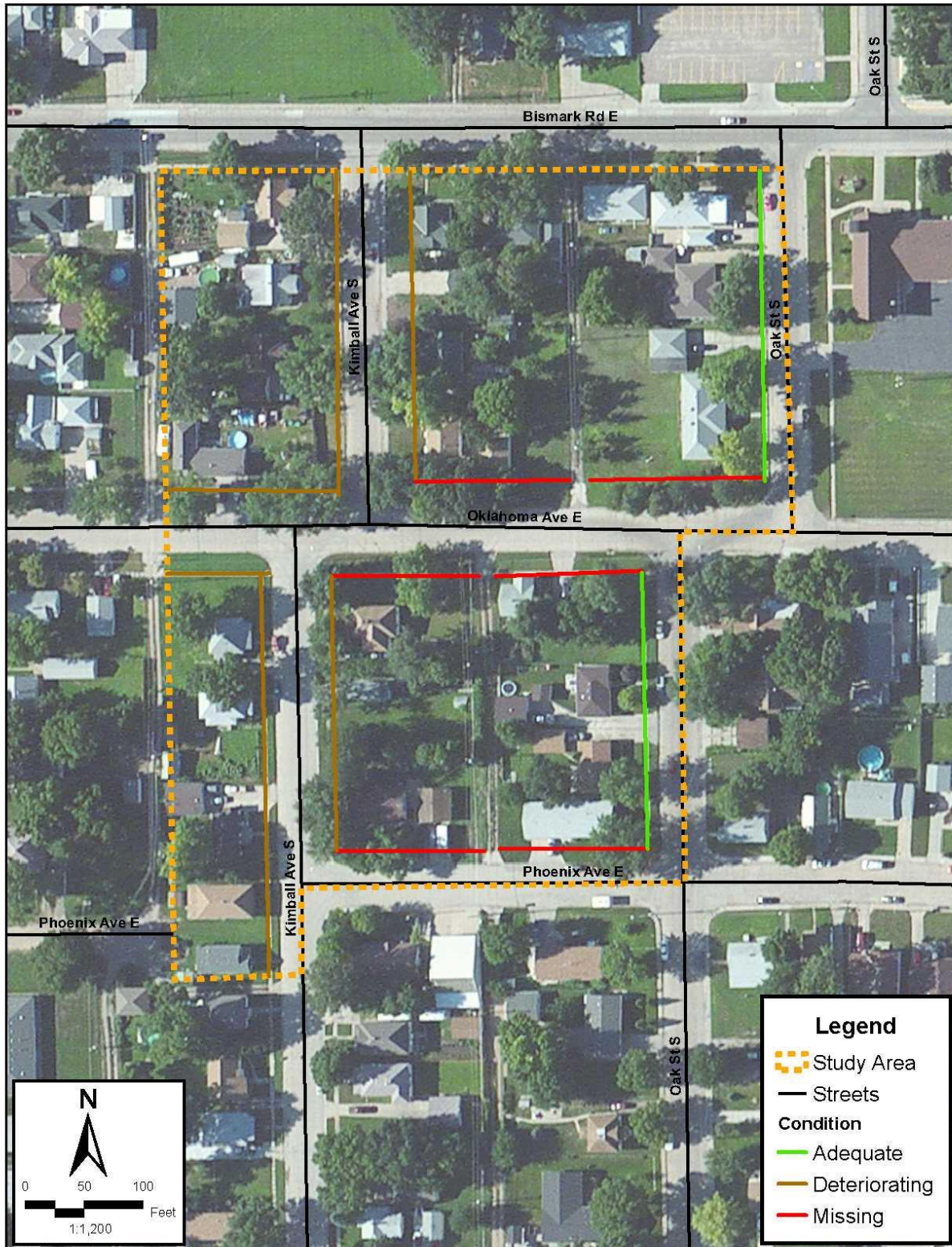


Figure 4
Structural Conditions



Source: Marvin Planning Consultants and Olsson Associates, 2012

Figure 5
Sidewalk Conditions



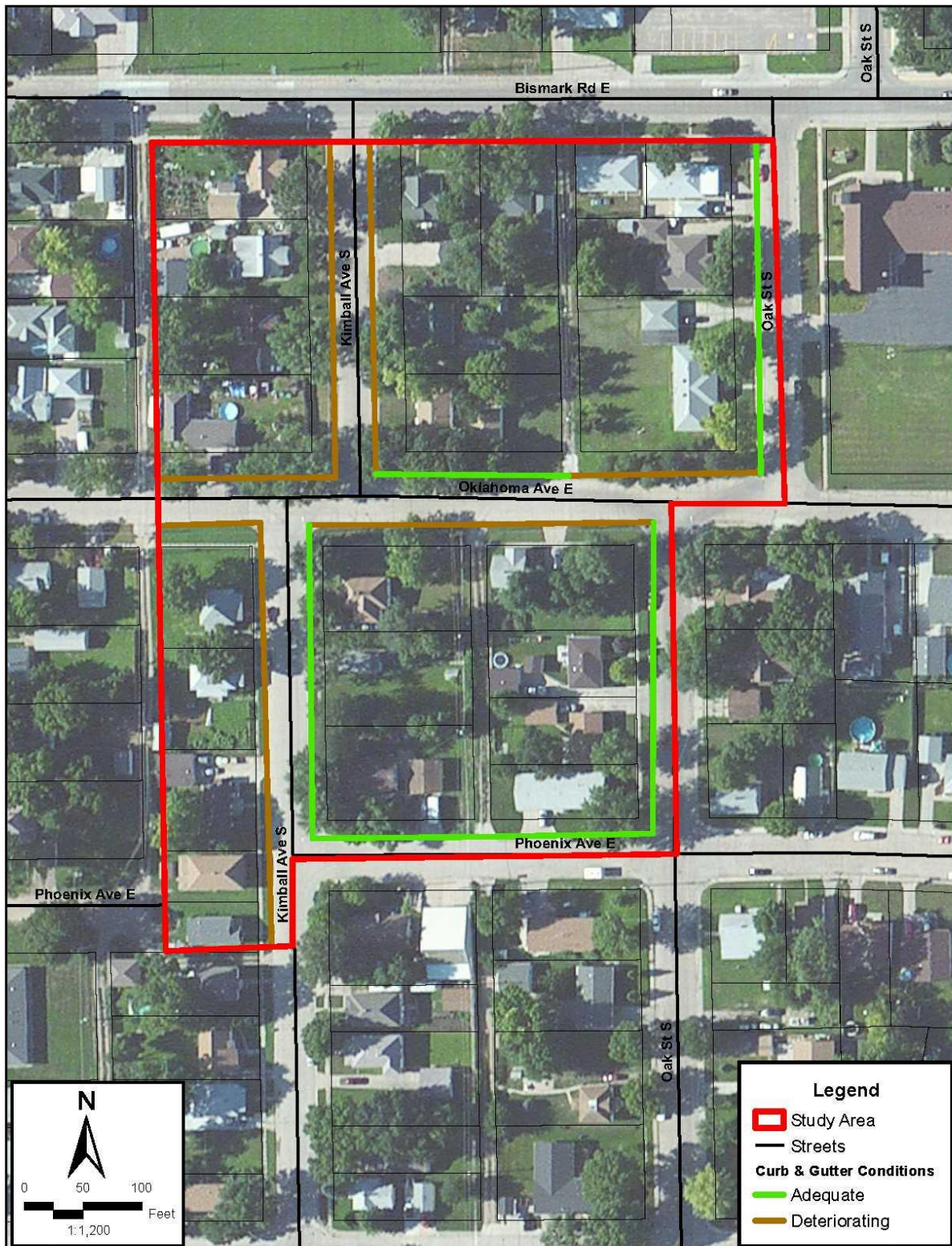
Source: Marvin Planning Consultants and Olsson Associates, 2012

Figure 6
Street Conditions



Source: Marvin Planning Consultants and Olsson Associates, 2012

Figure 7
Curb and Gutter Conditions



Source: Marvin Planning Consultants and Olsson Associates, 2012

Blighting Summary

These conditions are contributing to the blighted conditions of the study area.

- Substantial number of deteriorating structures
 - 50.0% of the structures identified within the Study Area, were deemed to be in a state of deterioration or dilapidation
- Deterioration of site or other improvements
 - A large amount of sidewalk either in a deteriorated state or missing from properties.
 - There is a significant amount of lineal feet of streets that are deteriorating or dilapidated.
 - Deteriorating curb and gutter does and/or will continue to become worse in condition and ultimately will begin to negatively impact drainage in the study area.
- Average age of structures is over 40 years of age
 - Within the Study Area 94.7% of the structures meet the criteria of 40 years of age or older.

The other criteria for Blight were not examined or are not present in the area, these included:

- Defective/Inadequate street layouts,
- Faulty lot layout,
- Insanitary or unsafe conditions,
- Defective or unusual condition of title,
- Economic or social liability detrimental to health, safety and welfare,
- Conditions provision of housing accommodations,
- One-half of unimproved property is over 40 years old,
- Tax or special assessment exceeding the fair value of the land,
- Diversity of ownership.
- Improper Subdivision or obsolete platting
- Existence of conditions which endanger life or property by fire and other causes,
- The area has had either a stable or decreasing population based upon the last two decennial censuses,
- Unemployment in the designated area is at least one hundred twenty percent of the state or national average,
- Combination of such factors, substantially impairs or arrests the sound growth of the community, and
- Per capita income of the area is lower than the average per capita income of the city

These issues were either not present or were limited enough as to have little impact on the overall condition of the study area.

Substandard Conditions

Average age of the residential or commercial units in the area is at least forty years

Besides structural conditions of the buildings in the Study Area, age of these structures is another contributing factor to the substandard conditions in the area. Statutes allow for a predominance of structures that are 40 years of age or older to be a contributing factor regardless of their condition.

Within the study area there is a total of 38 structures. After researching structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 2 (5.3%) structures were determined to be less than 40 years of age
- 36 (94.7%) structures were determined to be 40 years of age or older

Overall, 94.7% of the structures in this portion of the area are 40 years old or older thus qualifying it as substantial. See Figure 3 for the locations of the structures.

Due to the age of the structures in the corporate limits, age of structures would be a direct contributing factor.

Substandard Summary

Nebraska State Statute requires that at least one of five substandard factors be present in a community. This Study Area in Grand Island has one of the five. The other criteria for Substandard were not present or the data was not readily accessible in the area, these included:

- Unemployment in the designated area is at least one hundred twenty percent of the state or national average;
- more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time;
- the per capita income of the area is lower than the average per capita income of the city or in which the area is designated
- The area has had either stable or decreasing population based on the last two decennial censuses.

FINDINGS FOR GRAND ISLAND BLIGHT STUDY AREA #10

Blight Study Area #10 has several items contributing to the Blight and Substandard Conditions. These conditions include:

Blighted Conditions

- Substantial number of deteriorating structures
- Deterioration of site or other improvements
- Average age of structures is over 40 years of age

Substandard Conditions

- Average age of the residential or commercial units in the area is at least forty years

CONCLUSION

Based upon the issues and conditions indicated from the survey of this area, there is sufficient criteria present to declare Area #10 of Grand Island as Blighted and Substandard as provided for in the Nebraska Revised Statutes. The conditions found throughout the entire area constitute a designation of blighted and substandard. The eventual use of Tax Increment Financing or other incentive programs would be of great benefit to the entire area.



City of Grand Island

Tuesday, June 26, 2012

Council Session

Item H3

Consideration of Referring Blight and Substandard Study for Proposed Redevelopment Area #11 to the Regional Planning Commission (Veterans Hospital Property South of Capital Avenue and East of Broadwell Avenue)

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: June 26, 2012

Subject: Proposed Blighted and Substandard Area #11

Item #'s: H-3

Presenter(s): Chad Nabity, Director Grand Island CRA

Background

Enclosed you will find a copy of a Substandard and Blight Study as prepared for the Pridon LLC by RDG Planning and Design. This study is for approximately 27 acres of property in north central Grand Island encompassing the Veterans Hospital Campus south of Capital Avenue between Broadwell and Wheeler. The study as prepared and submitted indicates that this property could be considered substandard and blighted. The full study is attached for your review and consideration.

Pridon LLC has submitted this study for the review and consideration of the Grand Island City Council as permitted by Nebraska law. The decision on whether to declare an area substandard and blighted is entirely within the jurisdiction of the City Council with a recommendation from the Planning Commission.

The question before Council will be whether to send the Study to the Planning Commission for their review and feedback. If the item is not sent to the Planning Commission the Council cannot declare the area substandard and blighted. Planning Commission will meet on July 11th and would have a recommendation ready for last Council meeting in July.

Once an area has been declared substandard and blighted the CRA can accept redevelopment proposals for the area that might or might not include an application for Tax Increment Financing. Pridon has been awarded a contract by the Veterans Administration to build transitional veteran's housing on this site. They plan to build 58 units of housing on the north end of the property if they can make the finances work. These apartments will be owned by Pridon and subject to property taxes so would be eligible for Tax Increment Financing if the property were declared blighted and substandard.

The VA Hospital is immediately adjacent to CRA Area #6 and was specifically excluded from that study as the CRA did not think that improvements on the VA property would be eligible for Tax Increment Financing. It appears that if the area is declared blighted and substandard that taxes would be paid on the improvements and TIF would be available.

Discussion

The action item tonight relate to the Study for proposed CRA Area No. 11 in north central Grand Island encompassing the Veterans Hospital Campus south of Capital Avenue between Broadwell and Wheeler as shown below. The study was prepared for 27 acres, of all of which are in the Grand Island City Limits



Jason Eley, Assistant City Attorney has reviewed the Nebraska Statutes and case law pertaining to the declaration of property as blighted and substandard. His comments on this application are as follows:

The statutory procedures for accomplishing blight relief include the following steps: (1) the identification of a community redevelopment area consisting of portions of a city declared to be substandard or blighted in accordance with statutory definitions and in need of redevelopment, (2) the formulation of a redevelopment plan for such area or a redevelopment project within such area, and (3) the implementation of the redevelopment plan through various means including acquisition, sale, leasing, and contracting for redevelopment. Nebraska Revised State Statutes (NRSS) 18-2103, 18-2107, and 18-2109.

Under this statutory scheme, the governing body shall afford maximum opportunity consistent with the sound needs of the city as a whole to the rehabilitation or redevelopment of the community redevelopment area by private enterprise. A private development project would be eligible for tax increment financing only if it is included within an area which has previously been declared blighted or substandard and is in furtherance of an existing redevelopment plan for that area. The declaration of property as blighted or substandard is not simply a formality which must be met in order to assist a private developer with tax increment financing; it is the recognition of a specific public purpose which justifies the expenditure of public funds for redevelopment. See *Monarch Chemical Works, Inc. v. City of Omaha*, 203 Neb. 33, 277 N.W.2d 423 (1979), *Fitzke v. Hastings*, 255 NEB 46 (1998)

At this point, Council is only considering point 1 of Mr. Eley's opinion. According to NRSS §18-2109, it is clear that the Planning Commission must have the opportunity to review the Blight Study prior to Council declaring the property substandard and blighted. If Council wishes to consider a declaration of substandard and blight State Statute require that the question of whether an area is substandard and blighted is submitted to the Planning Commission for its review and recommendation.

The Planning Commission recommendation should be done at the first available opportunity, as the Planning Commission has 30 days to respond to Council's request for a recommendation.

Blighted Area of the Community

The city of Grand Island, as a City of the First Class, is permitted to designate an area of up to 35% of the municipal limits as blighted and substandard. As of today, June 7, 2012, 16.91% of the City has been declared blighted and substandard. This microblight area (Area 10) would add another 0.04%. The Veteran's Hospital Area (Area 11) would add

0.15%. If both Areas 10 and 11 were to be declared substandard and blighted by the Council 17.11% of the community would bear that designation.

It does not appear that the declaration of both Area 10 and Area 11 would significantly impact the City's ability to declare other areas substandard and blighted.

Alternatives

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

1. Move to forward the Study to the Planning Commission for their recommendation.
2. Move to not forward the Study to the Planning Commission for their recommendation
3. Refer the issue to a Committee
4. Postpone the issue to future date
5. Take no action on the issue

Recommendation

City Administration recommends that the Council Move to forward the Study to the Planning Commission.

Sample Motion

Move to forward the Study to the Planning Commission for their review and recommendation.

BLIGHT AREA DESIGNATION

For the Veterans Affairs CBOC site in Grand Island

City of Grand Island, Nebraska

**Prepared by
RDG Planning & Design
Omaha, Nebraska**

June, 2012

This study considers the presence of blighted or substandard conditions in the study area located in the City of Grand Island, pursuant to the requirements of Section 18-2103 of the Nebraska Revised Statutes.

GEOGRAPHY OF THE SITE

Beginning at the southeasterly corner of the intersection of Capital Avenue and Broadwell Avenues, thence, in an easterly direction, following the southerly line of Capital Avenue, a distance of 434.5 feet, more or less, to the southwesterly corner of the intersection of Capital Avenue and Wheeler Avenue; thence, in a southeasterly direction, following the southwesterly line of Wheeler Avenue, a distance of 965.76 feet to a point; thence, West, a distance of 124.0 feet to a point; thence, South a distance of 268.0 feet to a point; thence, in a southeasterly direction following the southwesterly line of Wheeler Avenue, a distance of 377.0 feet to a point; thence, in a northerly direction, following the westerly line of Broadwell avenue, a distance of 1460 feet, more or less, to the point of beginning, containing approximately 27 acres.

All in the City of Grand Island, County of Hall, State of Nebraska.

Figure 1 depicts the location of the site and supersedes the above description.



Figure 1: Study area for Veterans Affairs CBOC Site Blight Study.

DESIGNATION OF BLIGHT

In order to qualify as a blighted and substandard area in accordance with the requirements of Section 18-2103, a parcel or district must comply with certain objective and subjective evaluative criteria, set forth by state statute.

Objective Criteria

In order to qualify as “blighted,” a site must meet at least one of five objective, or numerical, criteria. These criteria include:

1. *Unemployment.* The qualifying criterion is an unemployment rate in the designated area that is at least 120% of the state or national average. 2000 Census block group data is the most recent decennial census data available to determine the site’s performance with respect to unemployment.

More recent data is provided by the ongoing American Community Survey (ACS), which generates community data from smaller, more frequent samples on an array of topics. Along with 2000 Census data, 2006-2010 “5-year estimates” from the ACS were used to determine whether the site met this criterion.

2. *Average age of residential or commercial units in the area.* The qualifying criterion is that structures in the proposed blighted area have an average age of at least 40 years.
3. *Per capita income.* The qualifying criterion is a per capita income figure for the area that is lower than the average per capita income of the municipality in which the area is located. Block group data from the 2010 Census is the most recent census data utilized to assess this condition. Five-year estimates, (2006-2010) from the ACS also assisted in accurately assessing this criteria.
4. *Population.* The qualifying criterion is that the area has had either a stable or decreasing population based on the last two decennial censuses. Census block group level data from 2000 and 2010 were examined to determine the presence of this condition.
5. *Unimproved land.* This criterion applies to blight designation of predominately vacant areas. Such an area qualifies as “blighted” if more than half of the plotted and subdivided property in the area has been within the city for 40 years and has remained unimproved during that time.

Subjective Criteria

In addition to meeting at least one of the objective requirements described above, a potentially blighted area must exhibit the presence of at least one of several subjective criteria. These subjective evaluative criteria include:

1. *Presence of a substantial number of deteriorated or deteriorating structures.*
2. *The existence of defective or inadequate street layout.*
3. *Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.*
4. *Insanitary or unsafe conditions.*
5. *Deterioration of site or other improvements.*
6. *Diversity of ownership.*
7. *Tax or special delinquency exceeding the fair value of the land.*
8. *Defective or unusual conditions of title.*
9. *Improper subdivision or obsolete platting.*
10. *The existence of conditions which endanger life or property by fire and other causes.*
11. *Any combination of such factors that substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present conditions and use.*

Documentation of Qualifying Conditions, Objective Criteria

The data used to evaluate the redevelopment site's blight status is primarily derived from the U.S. Bureau of the Census. To expedite the Census data collection process and provide more fine-grained information, the Census Bureau divides counties and places into several enumeration levels. These include tracts, which are subdivided into block groups and finally into individual blocks. Because the study area includes portions of a block group, examining data at the block level would provide the most accurate evaluation. However, in order to preserve the privacy of individuals, the Census Bureau does not report all types of data at the block level.

Additionally, some data from the 2010 Census is not yet available at the block group level. Some tract data is also not provided by the 2010 Census, such as "per-capita income" because the blight study area is unable to meet the population threshold for data accuracy. Five-year

estimates, (2006-2010) from the American Community Survey are used as a result, providing the most accurate picture in assessing blight designation. Therefore, the population evaluation utilizes 2010 Census block data, while the other objective criteria are evaluated using a combination of 2010, and 2000 Census data, along with 5-year estimates from the American Community Survey.

Analysis of US Census and American Community Survey data indicates that the Veterans Affairs CBOC site meets the statutory requirements for the first level of evaluation for the presence of blighting condition, as required by Section 18-2103 (11). Table 1 illustrates the study area's performance with respect to each of the objective criteria. The area currently meets Objective Criteria 2, 3, and 4, and does not meet Criteria 1 and 5.

Table 1: Objective Criteria for Blight Determination	
1. Unemployment	No
2. Age of Units	Yes
3. Per Capita Income	Yes
4. Population	Yes
5. Unimproved Land	No

1. Unemployment. The study area does not meet this criterion. Unemployment data for the 2010 census is not yet available at the block group, or county level. American Community Survey 5-year estimates, (2006-2010) reflect a 4.9% unemployment rate for the study area and 5.1% for Nebraska.

2. Age of Units. The redevelopment site meets the criterion concerning the average age of residential structures.

Census 2000 data indicates that of the 284 structures in the Block Group, 197 of them were built before 1970. This data also indicated that no structures had been built in the Block Group since 1990, indicating that the area is fully built out. This means that in 2010, 69.4% of the structures would be over 40 years old, satisfying the 'age of units' criterion.

At the time of this writing, only the count of structures was available for the 2010 Census, indicating 281 structures within the block group. Even assuming that the 3 "lost" structures represented the three oldest within the block group, the area still more than meets the requirement for this criterion.

Table 2: Age of Structures in Block Group 1, Tract 3, Hall County, NE	
Total Structures	281
Built Prior to 1970	194
Percent Built Prior to 1970	69.0%

Source: U.S. Census Bureau, 2000, 2010

3. *Per Capita Income.* The project area meets the criterion regarding relative per capita income within the study area.

The average 2010 per capita income in the Census tract containing the study area was \$16,764. This is significantly lower than that of Grand Island as a whole, which was \$21,220. These figures are from the 2006-2010 5-year estimates generated by the American Community Survey, which provide the most current data for the study area.

4. *Population.* Based on a comparison of 2000 and 2010 block group data, the census block group which includes the study area experienced a population decrease from 849 in 2000, to 755 in 2010. This represents an 11% decline in population, satisfying this objective criteria.

5. *Unimproved Land.* Although a significant portion of the land within the study area remains unbuilt, it has significant site improvements including grading, landscaping, and an automatic sprinkler system. The site does not meet the unimproved land criterion.

Documentation of Qualifying Conditions, Subjective Criteria

Because the area meets at least one of the objective criteria, it was further examined for the presence of subjective qualifying criteria. Analysis of these criteria indicates that the study area meets at least one criterion, which is the statutory requirements for the presence of blighting condition, as required by Section 18-2103 (11). Table 3 presents the performance of the study area relative to the subjective criteria.

Table 3: Subjective Criteria for Blight Determination	
1. Presence of a substantial number of deteriorated or deteriorating structures	No
2. The existence of defective or inadequate street layout	No
3. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness	Yes
4. Insanitary or unsafe conditions	Yes
5. Deterioration of site or other improvements	Yes
6. Diversity of ownership	No
7. Tax or special delinquency exceeding the fair value of the land	No
8. Defective or unusual conditions of title	Unknown
9. Improper subdivision or obsolete platting	Unknown
10. The existence of conditions which endanger life or property by fire and other causes	Yes
11. Any combination of such factors that substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present conditions and use	Yes

The specific results of this analysis are as follows:

1. *A substantial number of deteriorated or deteriorating structures*

No. Based on visual observation all structures within the study area appear to be maintained in good condition. The age of the structures have resulted in some maintenance and safety issues in the past, including the collapse of a roof.

2. *The existence of defective or inadequate street layout*

No. The study area is bounded on three sides by well-maintained city streets of various sizes and traffic capacities.

3. *Faulty lot layout in relation to size adequacy, accessibility, or usefulness*

Yes. While the few lots within the study area are adequate for potential development, they may need further subdivision to accommodate a wider range of development options.

4. *Insanitary or unsafe conditions*

Yes. Some of the areas along the southeastern boundaries of the site are being used for unsecured and unscreened storage of material and equipment. Standing water in areas of site creates habitat opportunity for nuisance animals and disease carrying insects.



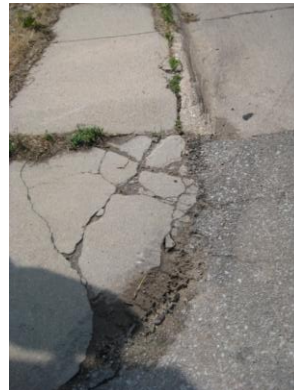
Figures 2, 3: Unscreened storage of equipment and materials and standing water on site.

5. *Deterioration of site or other improvements*

Yes. Relatively recent drainage improvements appear to be defective in their purpose. Also, parking surfaces and curbs in the southern area of the site appear be degrading.



Figures 4, 5: Evidence of failing drainage improvements in the southeastern area of the study area.



Figures 6, 7: Degrading conditions in parking surfaces and curbs

6. *Diversity of ownership*

No. The study area is held under the single ownership of the United States Government.

7. *Tax or special delinquency exceeding the fair value of the land*

No. The entirety of the study area is held by the federal government and is exempt from local and state taxation.

8. *Defective or unusual conditions of title*

Unknown. Evaluation of this criterion requires detailed title analysis of individual properties.

9. *Improper subdivision or obsolete platting*

Unknown. Evaluation of this criterion requires detailed title analysis of individual properties.

10. *The existence of conditions which endanger life or property by fire and other causes*

Yes. According to maps from the Federal Emergency Management Agency, the northwest corner and entire northern site boundary lay within the 500 year flood plain. This suggests an ongoing threat to property from water inundation and damage for structures not elevated out of the floodplain. This condition also creates drainage problems with standing water.

11. Any combination of such factors that substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use.

Yes. Few structures within the study area pose environmental, economic, and potential sanitary threats in their present condition. However, environmentally, the combination of degraded areas and elements within the site, and the unscreened storage of vehicles, equipment and materials, create areas that serve to diminish the quality of the surrounding areas. Without redevelopment or rehabilitation, this site will likely continue to exert – at best – a net neutral effect on the vitality and development of Grand Island.

Conclusions

This study substantiates the presence of at least one of the objective criteria and one of the subjective criteria for designation as a blighted area set forth by Section 18-2103 of Nebraska Revised Statutes. Thus, the designated area is hereby determined to be eligible for a declaration of blight, pursuant to the requirements of Section 18-2103 of Nebraska Revised Statutes.

City Council
Grand Island, Nebraska
100 East First Street
Grand Island, NE 68802

20 June 2012

RE: Pridon Victory Village Update

Council Members,

In anticipation of your next council meeting we thought it might be useful for you to have updated information on the Pridon Victory Village Veterans Housing project. To follow is some overall project background and a short summary of our current project financing plan.

PROJECT BACKGROUND

Pridon has proposed a 58 unit residential community for homeless, senior and at-risk Veterans to be located on Department of Veterans Affairs (VA) property in Grand Island, Nebraska and will seek to fund the development through CRANE, HOME and TIF tax incentive programs. Pridon has collaborated with the Department of Veterans Affairs leadership and local planning officials to create a financially viable project that meets the needs of the local Veteran population and is respectful of neighbors, zoning requirements and local needs.

Pridon will develop a residential community for homeless, senior and at-risk Veterans that will consist of 43 (664 SF) one bedroom units, plus 9 (1017 SF) two-bedroom/two bath and 6 (1140sf) three-bedroom/two bath units. Our design concept is for 2 (two) separate 3-story buildings with functional separation between families, seniors and single Veterans. One building houses families and single female Veterans while the other is for single male Veterans. This arrangement is for the comfort and security of all residents.

The array of supportive services may differ among the targeted populations, but the development will fully support the Senior Veteran and At-Risk Veteran populations as requested by the VA.

PROJECT FINANCING

The financing plan for the project is largely dependent upon tax credit equity available through various sources. The tax credit equity will come from the proceeds of the sale of 9% Low Income Housing Tax Credits (LIHTC). The amount of such tax credit equity will depend

on the amount of tax credits awarded to Pridon as well as the price at which the credits can be sold to investors. The debt structure will also be determined by the tax credit amounts awarded. If debt is needed it will be FHA insured. Construction financing may be provided as part of the FHA insured loan or as negotiated with the LIHTC investors.

The financing plan is largely intact but will be further refined as we continue discussions and finalize our LIHTC applications with financing sought through:

- ▶ **CRANE Program** (Collaborative Resources Allocation for Nebraska) - through NIFA (Nebraska Investment Finance Authority)
- ▶ **HOME Program** – (Home Investment Partnerships Program)
- ▶ **TIF** – (Tax Increment Financing)

FINANCING – SOURCES SOUGHT				
	SOURCE	ANTICIPATED \$ AMOUNT	ANTICIPATED AWARD DATE	REMARKS
TAX INCENTIVES	CRANE Program	\$6.5 million	Jan 2013	Accepted into program Spring 2012
	HOME Program	\$1.0 million	Jan 2013	In process- works with CRANE Program
	TIF Program	\$1.5 million	Oct 2012	Process begins 26 June 2012
TOTAL		\$9.0 million		

Once tax credits are awarded, Pridon will offer these to tax credit syndicators experienced in placing such credits with investors. The firm we use for debt financing will depend on the type of debt and the policies of Nebraska regarding bankers that can be used by developers/borrowers.

Please let us know if we can provide any additional information to you related to TIF funding or this project.

Thank you for your support.

Dane

Dane Whitworth
CEO
Pridon



City of Grand Island

Tuesday, June 26, 2012

Council Session

Item I1

#2012-167 - Consideration of Request from Los Dos Hermanos Mexican Restaurant, LLC dba Los Dos Hermanos Mexican Restaurant, 2004 North Broadwell Avenue for a Class “I” Liquor License and Liquor Manager Designation for Maria Rico, 617 West 13th Street

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

Staff Contact: RaNae Edwards

RESOLUTION 2012-167

WHEREAS, an application was filed by Los Dos Hermanos Mexican Restaurant, LLC doing business as Los Dos Hermanos Mexican Restaurant, 2004 North Broadwell Avenue for a Class "I" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on June 16, 2012; such publication cost being \$17.26; and

WHEREAS, a public hearing was held on June 26, 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 Maria Rico, 617 West 13th Street 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, June 26, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 26, 2012	☐ City Attorney



City of Grand Island

Tuesday, June 26, 2012

Council Session

Item I2

#2012-168 - Consideration of Request from Dreisbach's Steak House, Inc. dba Dreisbach's Carry-Out, 3337 West State Street #D for a Class "CK" Liquor License and Liquor Manager Designation for Angela Dowd, 2140 2nd Avenue, Boelus, NE

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

Staff Contact: RaNae Edwards

RESOLUTION 2012-168

WHEREAS, an application was filed by Dreisbach's Steak House, Inc. doing business as Dreisbach's Carry-Out, 3337 West State Street #D for a Class "CK" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on June 16, 2012; such publication cost being \$16.77; and

WHEREAS, a public hearing was held on June 26, 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 Angela Dowd, 2140 2nd Avenue, Boelus, NE 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, June 26, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 26, 2012	☐ City Attorney



City of Grand Island

Tuesday, June 26, 2012

Council Session

Item I3

#2012-169 - Consideration of Request from Zoul Hospitality, LLC dba Willman's Express Bottle Market, 404 South Webb Road for a Class "C" Liquor License and Liquor Manager Designation for Zachary Zoul, 2723 Brentwood Blvd.

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

Staff Contact: RaNae Edwards

RESOLUTION 2012-169

WHEREAS, an application was filed by Zoul Hospitality, LLC doing business as Willman's Express Bottle Market, 404 South Webb Road 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 June 16, 2012; such publication cost being \$16.77; and

WHEREAS, a public hearing was held on June 26, 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 Zachary Zoul, 2723 Brentwood Blvd. 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, June 26, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 26, 2012	☐ City Attorney



City of Grand Island

Tuesday, June 26, 2012

Council Session

Item I4

**#2012-170 - Consideration of Amendment to City of Grand Island
Police Officers' Retirement System Plan and Trust**

Staff Contact: Jaye Monter

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: June 26, 2012

Subject: Amending the City of Grand Island Police Officers' Retirement System Plan and Trust for Changes in the Contributions and Vesting Provisions provided for in LB 1082.

Item #'s: I-4

Presenter(s): Jaye Monter, Finance Director

Background

Amendment No. 2 to the City's retirement plan documents incorporates recent changes to the Police Officers Retirement Act from Legislative Bill 1082 which was approved by the Governor on April 16, 2012. The two material changes relate to the Plan's mandatory employee contribution and vesting provisions. All other red line changes deal with correcting language no longer necessary to the law. It is the responsibility of the Police Pension Committee to review the plan and make changes to it with the guidance of Wells Fargo. The Police Pension Committee met with Wells Fargo Police Officers' Retirement Plan Representative Greg Anderson on June 11, 2012 to discuss all plan changes.

Discussion

The following is a brief summary of the plan changes made in regard to LB 1082:

Mandatory Employee Contributions:

Beginning October 1, 2013 through September 30, 2015 each participant shall contribute to the Plan a sum equal to six and one-half percent (6 1/2%) of his or her salary. Beginning October 1, 2015; each participant shall contribute to the Plan a sum equal to seven percent (7%) of his or her Salary. The City shall contribute to the employer account of each participant a sum equal to 100% of the amounts deducted from the participant's periodic salary.

Note: Current employee contribution until September 30, 2013 - 6%

Vesting:

Beginning July 1, 2012 the vesting schedule will convert to a 7 year vesting schedule.

Until July 1, 2012		Beginning July 1, 2012	
Years of Service	Vested %	Years of Service	Vested %
Less than 4 years	0%	Less than 2 years	0%
4 years	40%	2 years	40%
5 years	50%	4 years	60%
6 years	60%	5 years	80%
7 years	70%	7 years or more	100%
8 years	80%		
9 years	90%		
10 years or more	100%		

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 Amendment to the Police Officers' Retirement System Plan and Trust with Wells Fargo.

Sample Motion

Move to approve the Amendment to the Police Officers' Retirement System Plan and Trust with Wells Fargo.

**CITY OF GRAND ISLAND, NEBRASKA
POLICE OFFICERS' RETIREMENT SYSTEM PLAN AND TRUST ("PLAN")**

AMENDMENT NO. 2

**ARTICLE 1
PREAMBLE**

- I **Plan and amendment authority.** The City of Grand Island, a Nebraska municipality, ("City" or "Employer") maintains the City of Grand Island, Nebraska Police Officers' Retirement System Plan and Trust pursuant to Neb. Rev. Stat. Sections 16-1001 through 16-1019 and Internal Revenue Code, Sections 401(a) and 501(a), as set forth in the Adoption Agreement and corresponding Basic Municipal Employees Plan and Trust Agreement, ("Plan"), and, in order to incorporate into the Plan certain changes made to applicable Nebraska statute made by LB 1082 (2012), hereby adopts and approves this Amendment No. 2 to the Plan and authorizes the Mayor or his designee to execute it below.
- II **Effective date of Amendment.** Except as otherwise expressly provided below, this Amendment shall be effective April 16, 2012.
- III **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.
- IV **Construction.** Except as otherwise provided in this Amendment, any reference to "Article" or "Section" in this Amendment refers only to articles or sections within this Amendment, and is not a reference to the Plan.
- V **Effect of restatement of Plan.** If the City restates the Plan, then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete.

**ARTICLE 2
APPLICABLE PROVISIONS**

- I **Name of Act.** Neb. Rev. Stat. Sections 16-1001 through 16-1019 shall be known and may be cited as the Police Officers Retirement Act.
- II **Definitions.** Definitions of the following terms found in Section 1.1 of the Basic Municipal Employees Plan and Trust Agreement ("Basic Plan Document") are hereby modified as indicated below.
- A. The definition of Regular Interest in Section 1.1.31 of the Basic Plan Document is hereby deleted and replaced with the following:
- "1.1.31 **Regular Interest** - The rate of interest earned each calendar year beginning January 1, 1984 which is equal to the rate of net earnings realized for the calendar year from the investments of the Fund. For Fire Plans, the Retirement Committee shall annually report the amount of regular interest earned for each year."
- B. The definition of Regular Pay for Police Plans in Subsection 1.1.32(a) of the Basic Plan Document is hereby deleted and replaced with the following:

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“1.1.32 **Regular Pay** –

- (a) ~~Police Plans - The average Salary of a Participant for the 5 years preceding the date such Participant elects to retire, the five years preceding his or her death, or the 5 years preceding the date of Disability, whichever is earliest, except that for any Participant who retires, dies or becomes disabled after July 15, 1992, Regular Pay shall mean the~~ average Salary of the Participant for the period of 5 consecutive years preceding such elective retirement, death or date of Disability which produces the highest average.”

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III **Contributions.**

A. Employee Contributions.

- (1) **Pre-1984 Transfers.** Delete Subsection 3.1(c) of the Basic Plan Document and replace it with the following:

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“(c) Pre-1984 Contributions. With respect to ~~Police and~~ Fire plans only, an Employee's contributions to a qualified plan of deferred compensation maintained by the City prior to January 1, 1984 shall be transferred to his or her Employee Account without interest unless the City, at the time of the Transfer, credited interest on such contributions.”

- (2) **Mandatory Employee Contributions.** Mandatory Employee Contributions made by regular payroll deduction from each Participant's periodic Salary and picked up by the City and treated as Employer contributions as permitted under Section 414(h) of the Code shall be required as follows:

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- (a) Through September 30, 2013: Each Participant shall contribute to the Plan a sum equal to six percent (6%) of his or her Salary.

- (b) Beginning October 1, 2013 through September 30, 2015: Each Participant shall contribute to the Plan a sum equal to six and one-half percent (6 ½ %) of his or her Salary.

- (c) Beginning October 1, 2015: Each Participant shall contribute to the Plan a sum equal to seven percent (7%) of his or her Salary.

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B. **Employer (City) Contributions.** The City shall contribute to the Employer Account of each Participant a sum equal to 100% of the amounts deducted from the Participant's periodic Salary as Mandatory Employee Contributions.

IV **Distributions.**

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A. **Lump Sum Distributions.** Optional benefit forms permitted under the Plan shall include a single lump-sum payment of the Participant's Vested Retirement Value, notwithstanding any provision of the Plan to the contrary limiting lump sum distributions to Participants who have a Retirement Date on or after January 1, 1997.

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B. **Minimum Benefit - Pre-1984 Hires.** Subsection 7.3.1(a)(i) of the Basic Plan Document is deleted and replaced in its entirety with the following:

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7.3.1 Minimum Retirement Benefits. Participants of Police and Fire Plans, if employed on January 1, 1984 and continuously employed by the City from such date through the date of their retirement, shall receive a benefit which, when determined on a Straight Life Annuity basis, shall not be less than:

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(a) Police Plan.

(i) 50% of Regular Pay if retirement occurs after reaching 60 years of age and the Participant has completed 25 years of service with the City ~~(or 21 Years of Service if hired prior to November 18, 1965); or~~

C. Death in the Line of Duty. The first sentence of Subsection 7.3.2(a) is deleted and replaced by the following:

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(a) Death in the Line of Duty – Police and Fire Plans. A Participant's surviving spouse or minor children shall be paid a benefit of 50% of Regular Pay if the Participant (who, with respect to a Fire Plan, is participating in a Police or the Fire Plan) died in the line of duty or as a result of injuries received while in the line of duty ("Minimum Death Benefit in the Line of Duty").

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D. Vesting.

(1) **Employer Accounts: Graded Vesting.** Each Participant's Employer Account shall be Vested in accordance with the following schedule:

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	Through June 30, 2012 <i>(10 Yr Graded)</i>	Beginning July 1, 2012 <i>(7 Yr Graded)</i>
<u>Less Than 2 years</u>	<u>0 %</u>	<u>0 %</u>
<u>2 years but less than 3 years</u>	<u>0 %</u>	<u>40 %</u>
3 years but less than 4 years	0 %	40 %
4 years but less than 5 years	40 %	60 %
5 years but less than 6 years	50 %	80 %
6 years but less than 7 years	60 %	80 %
7 years but less than 8 years	70 %	100 %
8 years but less than 9 years	80 %	
9 years but less than 10 years	90 %	
10 years or more	100 %	

All Participants shall be 100% Vested upon attainment of age sixty (60) while employed by the City as a police officer.

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This amendment is hereby executed this _____ day of _____, 2012.

CITY OF GRAND ISLAND, a Nebraska municipality

By: _____,
_____, Mayor

Page 3 of 3

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LEGISLATIVE BILL 1082

Approved by the Governor April 16, 2012

Introduced by Karpisek, 32.

FOR AN ACT relating to retirement; to amend sections 16-1001, 16-1002, 16-1003, 16-1004, 16-1005, 16-1006, 16-1007, 16-1009, 16-1010, 16-1012, 16-1013, 16-1014, 16-1016, 16-1019, and 16-1038, Reissue Revised Statutes of Nebraska, section 18-1723, Revised Statutes Cumulative Supplement, 2010, and section 16-1017, Revised Statutes Supplement, 2011; to name the Police Officers Retirement Act; to redefine terms; to change provisions relating to employee and employer contributions and vesting; to change provisions relating to administration of police officer and firefighter retirement systems as prescribed; to eliminate obsolete provisions; to harmonize provisions; to repeal the original sections; and to declare an emergency.

Be it enacted by the people of the State of Nebraska,

Section 1. Section 16-1001, Reissue Revised Statutes of Nebraska, is amended to read:

16-1001 Sections 16-1001 to 16-1019 shall be known and may be cited as the Police Officers Retirement Act and shall apply to all police officers of a city of the first class.

Sec. 2. Section 16-1002, Reissue Revised Statutes of Nebraska, is amended to read:

16-1002 For purposes of ~~sections 16-1001 to 16-1019,~~ the Police Officers Retirement Act, unless the context otherwise requires:

(1) Actuarial equivalent ~~shall mean~~ means equality in value of the aggregate amount of benefit expected to be received under different forms of benefit or at different times determined as of a given date as adopted by the city or the retirement committee for use by the retirement system. Actuarial equivalencies shall be specified in the funding medium established for the retirement system, except that if benefits under the retirement system are obtained through the purchase of an annuity contract, the actuarial equivalent of any such form of benefit shall be the amount of pension benefit which can be purchased or otherwise provided by the police officer's retirement value. All actuarial and mortality assumptions adopted by the city or retirement committee shall be on a sex-neutral basis;

(2) Beneficiary ~~shall mean~~ means the person or persons designated by a police officer, pursuant to a written instrument filed with the retirement committee before the police officer's death, to receive death benefits which may be payable under the retirement system;

(3) Funding agent ~~shall mean~~ means any bank, trust company, life insurance company, thrift institution, credit union, or investment management firm selected by the city or retirement committee to hold or invest the funds of the retirement system;

(4) Regular interest ~~shall mean~~ means the rate of interest earned each calendar year ~~commencing January 1, 1984,~~ equal to the rate of net earnings realized for the calendar year from investments of the retirement fund. Net earnings ~~shall mean~~ means the amount by which income or gain realized from investments of the retirement fund exceeds the amount of any realized losses from such investments during the calendar year;

(5) Regular pay ~~shall mean~~ the average salary of a police officer for the five years preceding the date such police officer elects to retire, the five years preceding his or her death, or the five years preceding the date of disability, whichever is earliest, except that for any police officer who retires, dies, or becomes disabled after July 15, 1992, regular pay shall mean means the average salary of the police officer for the period of five consecutive years preceding such elective retirement, death, or date of disability which produces the highest average;

(6) Salary ~~shall mean~~ means all amounts paid to a participating police officer by the employing city for personal services as reported on the participant's federal income tax withholding statement, including the police officer's contributions picked up by the city as provided in subsection (2) of section 16-1005 and any salary reduction contributions which are excludable from income for federal income tax purposes pursuant to section 125 or 457 of the Internal Revenue Code;

(7) Retirement committee ~~shall mean~~ means the retirement committee created pursuant to section 16-1014;

(8) Retirement system ~~shall mean~~ means a retirement system

established pursuant to ~~sections 16-1001 to 16-1019, the act;~~

(9) Retirement value ~~shall mean~~ means the accumulated value of the police officer's employee account and employer account. The retirement value ~~shall consist~~ consists of the sum of the contributions made or transferred to such accounts by the police officer and by the city on the police officer's behalf and the regular interest credited to the accounts as of the date of computation, reduced by any realized losses which were not taken into account in determining regular interest in any year, and further adjusted each year to reflect the pro rata share for the accounts of the appreciation or depreciation of the fair market value of the assets of the retirement system as determined by the retirement committee. The retirement value shall be reduced by the amount of all distributions made to or on the behalf of the police officer from the retirement system. Such valuation shall be computed annually as of December 31. If separate investment accounts are established pursuant to subsection (3) of section 16-1004, a police officer's retirement value with respect to such accounts shall be equal to the value of his or her separate investment accounts as determined under such subsection;

(10) Annuity contract ~~shall mean~~ means the contract or contracts issued by one or more life insurance companies and purchased by the retirement system in order to provide any of the benefits described in ~~sections 16-1001 to 16-1019, the act.~~ Annuity conversion rates contained in any such contract shall be specified on a sex-neutral basis; and

(11) Straight life annuity ~~shall mean~~ means an ordinary annuity payable for the life of the primary annuitant only and terminating at his or her death without refund or death benefit of any kind.

Sec. 3. Section 16-1003, Reissue Revised Statutes of Nebraska, is amended to read:

16-1003 A police officer shall be credited with all years of his or her service after the year 1965 for the purpose of determining vested retirement benefits under ~~sections 16-1001 to 16-1019, the Police Officers Retirement Act.~~

Sec. 4. Section 16-1004, Reissue Revised Statutes of Nebraska, is amended to read:

16-1004 (1) ~~Commencing on January 1, 1984, each~~ Each city of the first class shall keep and maintain a Police Officers Retirement System Fund for the purpose of investing payroll deductions and city contributions to the retirement system. The fund shall be maintained separate and apart from all city money and funds. The fund shall be administered under the direction of the city and the retirement committee exclusively for the purposes of the retirement system and for the benefit of participating police officers and their beneficiaries. The fund shall be established as a trust under the laws of this state for all purposes of section 401(a) of the Internal Revenue Code. ~~Upon the passage of sections 16-1001 to 16-1019 all of the contributions made by a police officer prior to January 1, 1984, will be transferred to the police officer's employee account without interest unless the city, at the time of the transfer, credited interest on such contributions. Regular interest shall begin to accrue on the any contributions transferred into the fund, from January 1, 1984.~~ Such funds shall be invested in the manner prescribed in section 16-1016.

(2) The city shall establish a medium for funding of the retirement system, which may be a pension trust fund, custodial account, group annuity contract, or combination thereof, for the purpose of investing money for the retirement system in the manner prescribed by section 16-1016 and to provide the retirement, death, and disability benefits for police officers pursuant to ~~sections 16-1001 to 16-1019, the Police Officers Retirement Act.~~ The trustee or custodian of any trust fund may be a designated funding agent which is qualified to act as a fiduciary or custodian in this state, the city treasurer, a city officer authorized to administer funds of the city, or a combination thereof.

(3) Upon direction of the city, there may be established separate investment accounts for each participating police officer for the purpose of allowing each police officer to direct the investment of all or a portion of his or her employee account or employer account subject to the requirements of section 16-1016 and any other rules or limitations that may be established by the city or the retirement committee. If separate investment accounts are established, each account shall be separately invested and reinvested, separately credited with all earnings and gains with respect to the investment of the assets of the investment account, and separately debited with the losses of the account. Each investment account shall be adjusted each year to reflect the appreciation or depreciation of the fair market value of the assets held in such account as determined by the retirement committee. The expenses incurred by the retirement system when a police officer directs the

investment of all or a portion of his or her individual investment account shall be charged against the police officer's investment account and shall reduce the police officer's retirement value.

Sec. 5. Section 16-1005, Reissue Revised Statutes of Nebraska, is amended to read:

16-1005 ~~(1) Each~~ (1) Until October 1, 2013, each police officer participating in the retirement system shall contribute to the retirement system a sum equal to six percent of his or her salary. Beginning October 1, 2013, until October 1, 2015, each police officer shall contribute to the retirement system a sum equal to six and one-half percent of his or her salary. Beginning October 1, 2015, each police officer shall contribute to the retirement system a sum equal to seven percent of his or her salary. Such payment shall be made by regular payroll deductions from ~~his or her~~ the police officer's periodic salary and shall be credited to his or her employee account on a monthly basis. Each such account shall also be credited with regular interest.

(2) Each city of the first class ~~with police officers participating in a retirement system established pursuant to sections 16-1001 to 16-1019~~ shall pick up the police officers' contributions required by subsection (1) of this section, ~~for all compensation paid on or after January 1, 1984,~~ and the contributions so picked up shall be treated as employer contributions in determining federal tax treatment under the Internal Revenue Code, except that the city shall continue to withhold federal income taxes based upon these contributions until the Internal Revenue Service or the federal courts rule that, pursuant to section 414(h) of the Internal Revenue Code, these contributions shall not be included as gross income of the employee until such time as they are distributed from the retirement system. The city shall pay these employee contributions from the same source of funds which is used in paying earnings to the employee. The city shall pick up these contributions by a salary deduction either through a reduction in the cash salary of the employee or a combination of a reduction in salary and offset against a future salary increase. A police officer shall not be given an option to choose to receive the amount of the required contribution in lieu of having such contribution paid directly to the retirement system.

(3) Each police officer ~~participating in the retirement system~~ shall be entitled to make voluntary cash contributions to the retirement system in an amount not to exceed the contribution limitations established by the Internal Revenue Code. Voluntary contributions shall be credited to the police officer's employee account and shall thereafter be credited with regular interest. A police officer's voluntary contribution shall become a part of the Police Officers Retirement System Fund and shall be held, administered, invested, and distributed in the same manner as any other employee contribution to the retirement system.

Sec. 6. Section 16-1006, Reissue Revised Statutes of Nebraska, is amended to read:

16-1006 ~~Beginning January 1, 1984,~~ each Each city of the first class ~~with police officers participating in a retirement system~~ shall contribute to the retirement system a sum equal to ~~six~~ one hundred percent of the amounts deducted, in accordance with subsection (1) of section 16-1005, from each such participating police officer's periodic salary. Such payment shall be contributed as provided in subsection (1) of section 16-1005 for employee contributions and shall be credited to ~~his or her~~ the police officer's employer account on a monthly basis. Each such account shall also be credited with regular interest. The city shall also contribute to the employer account of any police officer employed by the city on January 1, 1984, an amount equal to the employee contributions of such police officer that were made to the city prior to January 1, 1984, without interest, with such contribution to be made at the time the police officer retires or terminates employment with the city. The city may contribute such amount before the police officer's retirement or termination of employment or credit interest on such contribution.

Sec. 7. Section 16-1007, Reissue Revised Statutes of Nebraska, is amended to read:

16-1007 (1) At any time before the retirement date, the retiring police officer may elect to receive at his or her retirement date a pension benefit either in the form of a straight life annuity or any optional form of annuity benefit established by the retirement committee and provided under a purchased annuity contract. The optional annuity benefit shall be specified in the funding medium for the retirement system and shall include a straight life annuity with a guarantee of at least sixty monthly payments or an annuity payable for the life of the retiring police officer and, after the death of the retiree, monthly payments, as elected by the retiring police officer,

of either one hundred percent, seventy-five percent, or fifty percent of the amount of annuity payable to the retiring police officer during his or her life, to the beneficiary selected by the retiring police officer at the time of the original application for an annuity. ~~For any police officer whose retirement date is on or after January 1, 1997, the~~ The optional benefit forms for the retirement system shall include a single lump-sum payment of the police officer's retirement value. ~~For police officers whose retirement date is prior to January 1, 1997, a single lump-sum payment shall be available only if the city has adopted such distribution option in the funding medium established for the retirement system.~~ The retiring police officer may further elect to defer the date of the first annuity payment or lump-sum payment to the first day of any specified month prior to age seventy. If the retiring police officer elects to receive his or her pension benefit in the form of an annuity, the amount of annuity benefit shall be the amount paid by the annuity contract purchased or otherwise provided by his or her retirement value as of the date of the first payment. Any such annuity contract purchased by the retirement system may be distributed to the police officer and, upon such distribution, all obligations of the retirement system to pay retirement, death, or disability benefits to the police officer and his or her beneficiaries shall terminate, without exception.

~~(2)~~ (2) (a) For all officers employed on January 1, 1984, and continuously employed by the city from such date through the date of their retirement, the amount of the pension benefit, when determined on the straight life annuity basis, shall not be less than the following amounts:

~~(a)~~ (i) If retirement occurs following age sixty and with twenty-five years of service with the city, ~~or twenty-one years of service if hired prior to November 18, 1965,~~ fifty percent of regular pay; or

~~(b)~~ (ii) If retirement occurs following age fifty-five but before age sixty and with twenty-five years of service with the city, forty percent of regular pay.

(b) A police officer entitled to a minimum pension benefit under this subsection may elect to receive such pension benefit in any form permitted by subsection (1) of this section, including a single lump-sum payment. ~~if the officer retires on or after January 1, 1997, or if the city has adopted a lump-sum distribution option for officers retiring before January 1, 1997, in the funding medium for the retirement system.~~ If the minimum pension benefit is paid in a form other than a straight life annuity, such benefit shall be the actuarial equivalent of the straight life annuity that would otherwise be paid to the officer pursuant to this subsection.

(c) If the police officer chooses the single lump-sum payment option, the officer can request that the actuarial equivalent be equal to the average of the cost of three annuity contracts purchased on the open market. Of the three annuity contracts used for comparison, one shall be chosen by the police officer, one shall be chosen by the retirement committee, and one shall be chosen by the city.

(3) If the retirement value of an officer entitled to a minimum pension benefit under subsection (2) of this section is not sufficient at the time of the first payment to purchase or provide the required pension benefit, the city shall transfer such funds as may be necessary to the employer account of the police officer so that the retirement value of such officer is sufficient to purchase or provide for the required pension benefit.

(4) Any retiring police officer whose pension benefit is less than twenty-five dollars per month on the straight life annuity option shall be paid a lump-sum settlement equal to the retirement value and shall not be entitled to elect to receive annuity benefits.

Sec. 8. Section 16-1009, Reissue Revised Statutes of Nebraska, is amended to read:

16-1009 (1) When prior to retirement any police officer ~~participating in the retirement system~~ dies other than in the line of duty and except as provided in subsection (2) of this section, the entire retirement value shall be payable to the beneficiary or beneficiaries specified by the deceased police officer prior to his or her death or to the deceased police officer's estate if no beneficiary was specified. The retirement value or portion thereof to be received by the beneficiary may be paid in the form of a single lump-sum payment, straight life annuity, or other optional form of benefit specified in the retirement system's funding medium. If benefits are paid in the form of an annuity, the annuity shall be the amount paid by the annuity contract purchased or otherwise provided by the amount of the beneficiary's share of the retirement value as of the date of the first payment. Upon the purchase and distribution of such annuity contract to the beneficiary, all obligations of the retirement system to the beneficiary shall terminate, without exception.

(2) If any police officer employed by such city as a member of its paid police department on January 1, 1984, except those who ~~shall have been were~~ formerly employed in such department who are now in military service, dies while employed by the city as a police officer, other than in the line of duty, after becoming fifty-five years of age and before electing to retire, and after serving in the paid police department of such city for at least twenty-one years, then a pension of at least twenty-five percent of his or her regular pay in the form of a straight life annuity shall be paid to the surviving spouse of such deceased police officer. If the deceased police officer is not survived by a spouse or if the surviving spouse dies before the children of the police officer attain the age of majority, the pension benefit shall be paid to the police officer's minor children until they attain the age of majority. Each such child shall share equally in the total pension benefit to the age of his or her majority, except that as soon as a child attains the age of majority, such pension as to such child shall cease. To the extent that the retirement value at the date of death exceeds the amount required to purchase the specified pension, the excess shall be paid in the manner provided in subsection (1) of this section. If the actuarial equivalent of the pension benefit payable under this subsection exceeds the retirement value at the time of the first payment, the city shall contribute such additional amounts as may be necessary to purchase or provide for the required pension benefit. If a deceased police officer described in this subsection is not survived by a spouse or minor children, his or her death benefits shall be provided under subsection (1) of this section as if such officer was not employed by the city on January 1, 1984.

(3) Any payments for the benefit of a minor child shall be made on behalf of the child to the surviving parent or, if there is no surviving parent, to the legal guardian of the child.

Sec. 9. Section 16-1010, Reissue Revised Statutes of Nebraska, is amended to read:

16-1010 When prior to retirement any police officer ~~participating in the retirement system~~ dies in the line of duty or ~~in case his or her death~~ is caused by or is the result of injuries received while in the line of duty and if such police officer is not survived by a spouse or by minor children, the entire retirement value shall be payable to the beneficiary specified by the deceased police officer prior to his or her death or to the deceased police officer's estate if no beneficiary was specified. The retirement value or portion thereof to be received by the beneficiary may be paid in the form of a single lump-sum payment, straight life annuity, or other optional form of benefit specified in the retirement system's funding medium. For a police officer who is survived by a spouse or minor children, a retirement pension of fifty percent of regular pay shall be paid to the surviving spouse or, upon his or her remarriage or death, to the minor children during each child's minority subject to deduction of the amounts paid as workers' compensation benefits on account of death as provided in section 16-1012. Each such child shall share equally in the total pension benefit to the age of his or her majority, except that as soon as a child attains the age of majority, such pension as to such child shall cease. Any payments for the benefit of a minor child shall be made on behalf of such child to the surviving parent or, if there is no surviving parent, to the legal guardian of the child. To the extent that the retirement value at the date of death exceeds the amount required to purchase or provide the specified retirement pension, as reduced by any amounts paid as workers' compensation benefits, the excess shall be paid in the manner provided in subsection (1) of section 16-1009. If the actuarial equivalent of the pension benefit payable to a surviving spouse or minor children under this section exceeds the retirement value at the time of the first payment, the city shall contribute such additional amount as may be necessary to purchase or provide for the required pension benefit.

Sec. 10. Section 16-1012, Reissue Revised Statutes of Nebraska, is amended to read:

16-1012 No police officer shall be entitled during any period of temporary disability to receive in full both his or her salary and his or her benefits under the Nebraska Workers' Compensation Act. All Nebraska workers' compensation benefits shall be payable in full to such police officer as provided in the Nebraska Workers' Compensation Act, but all amounts paid by the city or its insurer under the Nebraska Workers' Compensation Act to any disabled police officer entitled to receive a salary during such disability shall be considered as payments on account of such salary and shall be credited thereon. The remaining balance of such salary, if any, shall be payable as otherwise provided in ~~sections 16-1001 to 16-1019.~~ the Police Officers Retirement Act.

Sec. 11. Section 16-1013, Reissue Revised Statutes of Nebraska, is

amended to read:

16-1013 (1) If a police officer quits or is discharged before his or her normal or early retirement date, the officer may request and receive as a lump-sum payment an amount equal to the retirement value of his or her employee account as determined at the valuation date preceding his or her termination of employment. Such police officer, if vested, shall also receive a deferred pension benefit in an amount purchased or provided by the retirement value at the date of retirement. The retirement value at such retirement date shall consist of the accumulated value of the police officer's employee account, as reduced by any lump-sum distributions received prior to retirement, together with a vested percentage of the accumulated value of the police officer's employer account at the date of retirement.

~~The~~ (2) Until July 1, 2012, the vesting schedule shall be as follows:

~~(1)~~ (a) If the terminated police officer has been a member of the retirement system for less than four years, such vesting shall be nil;

~~(2)~~ (b) If the terminating officer has been a member of the paid department of the city of the first class for at least four years, such vesting percentage shall be forty percent. Such vesting percentage shall be fifty percent after five years, sixty percent after six years, seventy percent after seven years, eighty percent after eight years, ninety percent after nine years, and one hundred percent after ten years; and

~~(3)~~ (c) All police officers shall be one hundred percent vested upon attainment of age sixty while employed by the city as a police officer.

(3) Beginning July 1, 2012, the vesting schedule shall be as follows:

(a) If the terminated police officer has been a member of the retirement system for less than two years, such vesting shall be nil;

(b) If the terminating officer has been a member of the paid department of the city of the first class for at least two years, such vesting percentage shall be forty percent. Such vesting percentage shall be sixty percent after four years, eighty percent after five years, and one hundred percent after seven years; and

(c) All police officers shall be one hundred percent vested upon attainment of age sixty while employed by the city as a police officer.

(4) The deferred pension benefit shall be payable on the first of the month immediately following the police officer's sixtieth birthday. At the option of the terminating police officer, such pension benefit may be paid as of the first of the month after such police officer attains the age of fifty-five. Such election may be made by the police officer any time prior to the payment of the pension benefits. The deferred pension benefit shall be paid in the form of the benefit options specified in subsection (1) of section 16-1007 as elected by the police officer. If the police officer's vested retirement value at the date of his or her termination of employment is less than three thousand five hundred dollars, the city may elect to pay such police officer his or her vested retirement value in the form of a single lump-sum payment.

~~Effective January 1, 1997, a~~ (5) A police officer may elect upon his or her termination of employment to receive his or her vested retirement value in the form of a single lump-sum payment. ~~For a police officer whose termination of employment is prior to January 1, 1997, this election shall be available only if the city has adopted a lump-sum distribution option for terminating police officers in the funding medium established for the retirement system.~~

(6) Upon any lump-sum payment of a terminating police officer's retirement value under this section, such police officer will not be entitled to any deferred pension benefit and the city and the retirement system shall have no further obligation to pay such police officer or his or her beneficiaries any benefits under ~~sections 16-1001 to 16-1019.~~ the Police Officers Retirement Act.

(7) If the terminating police officer is not credited with one hundred percent of his or her employer account, the nonvested portion of the account shall be forfeited and first used to meet the expense charges incurred by the city in connection with administering the ~~police officers~~ retirement system and the remainder shall then be used to reduce the city contribution which would otherwise be required to fund pension benefits.

Sec. 12. Section 16-1014, Reissue Revised Statutes of Nebraska, is amended to read:

16-1014 A retirement committee shall be established to supervise the general operation of the retirement system established pursuant to ~~sections 16-1001 to 16-1019.~~ the Police Officers Retirement Act. The governing body of the city shall continue to be responsible for the general administration of

such retirement system unless specific functions or all functions with regard to the administration of the retirement system are delegated, by ordinance, to the retirement committee. Whenever duties or powers are vested in the city or the retirement committee under ~~such sections the act~~ or whenever ~~such sections fail the act fails~~ to specifically allocate the duties or powers of administration of the retirement system, such powers or duties shall be vested in the city unless such powers or duties have been delegated by ordinance to the retirement committee. The city and the retirement committee shall have all powers which are necessary for or appropriate to establishing, maintaining, managing, and administering the retirement system.

Sec. 13. Section 16-1016, Reissue Revised Statutes of Nebraska, is amended to read:

16-1016 The funds of the retirement system shall be invested under the general direction of the retirement committee. The city or the retirement committee if delegated such function by the city shall select and contract with a funding agent or agents to hold or invest the assets of the retirement system and to provide for the benefits provided by ~~sections 16-1001 to 16-1019~~ the Police Officers Retirement Act. The city or committee may select and contract with investment managers registered under the federal Investment Advisers Act of 1940 to invest, reinvest, and otherwise manage such portion of the assets of the retirement system as may be assigned by the city or committee. All funds of the retirement system shall be invested pursuant to the policies established by the Nebraska Investment Council.

Sec. 14. Section 16-1017, Revised Statutes Supplement, 2011, is amended to read:

16-1017 (1) It shall be the duty of the retirement committee to:

(a) Provide each employee a summary of plan eligibility requirements and benefit provisions;

(b) Provide, within thirty days after a request is made by a participant, a statement describing the amount of benefits such participant is eligible to receive; and

(c) Make available for review an annual report of the retirement system's operations describing both (i) the amount of contributions to the retirement system from both employee and employer sources and (ii) an identification of the total assets of the retirement system.

(2) (a) Beginning December 31, 1998, and each December 31 thereafter, the chairperson of the retirement committee shall file with the Public Employees Retirement Board ~~an annual a~~ report on each retirement plan established pursuant to section 401(a) of the Internal Revenue Code and administered by a retirement system established pursuant to ~~sections 16-1001 to 16-1019~~ the Police Officers Retirement Act and shall submit copies of such report to the Auditor of Public Accounts. The Auditor of Public Accounts may prepare a review of such report pursuant to section 84-304.02 but is not required to do so. The annual report shall be in a form prescribed by the Public Employees Retirement Board and shall contain the following information for each such retirement plan:

- (i) The number of persons participating in the retirement plan;
- (ii) The contribution rates of participants in the plan;
- (iii) Plan assets and liabilities;
- (iv) The names and positions of persons administering the plan;
- (v) The names and positions of persons investing plan assets;
- (vi) The form and nature of investments;
- (vii) For each defined contribution plan, a full description of investment policies and options available to plan participants; and
- (viii) For each defined benefit plan, the levels of benefits of participants in the plan, the number of members who are eligible for a benefit, and the total present value of such members' benefits, as well as the funding sources which will pay for such benefits.

If a plan contains no current active participants, the chairperson may file in place of such report a statement with the Public Employees Retirement Board indicating the number of retirees still drawing benefits, and the sources and amount of funding for such benefits.

(b) Beginning December 31, 1998, and every four years thereafter, if such retirement plan is a defined benefit plan, the retirement committee shall cause to be prepared a quadrennial report and the chairperson shall file the same with the Public Employees Retirement Board and submit to the Auditor of Public Accounts a copy of such report. The Auditor of Public Accounts may prepare a review of such report pursuant to section 84-304.02 but is not required to do so. The report shall consist of a full actuarial analysis of each such retirement plan administered by a retirement system established pursuant to ~~sections 16-1001 to 16-1019~~ the act. The analysis shall be prepared by an independent private organization or public entity

employing actuaries who are members in good standing of the American Academy of Actuaries, and which organization or entity has demonstrated expertise to perform this type of analysis and is unrelated to any organization offering investment advice or which provides investment management services to the retirement plan.

Sec. 15. Section 16-1019, Reissue Revised Statutes of Nebraska, is amended to read:

16-1019 (1) The right to any benefits under the retirement system and the assets of any fund of the retirement system shall not be assignable or subject to execution, garnishment, attachment, or the operation of any bankruptcy or insolvency laws, except that the retirement system may comply with the directions set forth in a qualified domestic relations order meeting the requirements of section 414(p) of the Internal Revenue Code. The city or retirement committee may require appropriate releases from any person as a condition to complying with any such order. The retirement system shall not recognize any domestic relations order which alters or changes benefits, provides for a form of benefit not otherwise provided for by the retirement system, increases benefits not otherwise provided by the retirement system, or accelerates or defers the time of payment of benefits. No participant or beneficiary shall have any right to any specific portion of the assets of the retirement system.

(2) The retirement system shall be administered in a manner necessary to comply with the tax-qualification requirements applicable to government retirement plans under section 401(a) of the Internal Revenue Code, including section 401(a)(9) relating to the time and manner in which benefits are required to be distributed and section 401(a)(9)(G) relating to incidental death benefit requirements, section 401(a)(16) relating to compliance with the maximum limitation on the plan benefits or contributions under section 415, section 401(a)(17) which limits the amount of compensation which can be taken into account under a retirement plan, and section 401(a)(25) relating to the specification of actuarial assumptions, section 401(a)(31) relating to direct rollover distributions from eligible retirement plans, and section 401(a)(37) relating to the death benefit of a police officer who dies while performing qualified military service. Any requirements for compliance with section 401(a) of the Internal Revenue Code may be set forth in any trust or funding medium for the retirement system. This subsection shall be in full force and effect only so long as conformity with section 401(a) of the Internal Revenue Code is required for public retirement systems in order to secure the favorable income tax treatment extended to sponsors and beneficiaries of tax-qualified retirement plans.

(3) If the retirement committee determines that the retirement system has previously overpaid or underpaid a benefit payable under sections 16-1001 to 16-1019, the Police Officers Retirement Act, it shall have the power to correct such error. In the event of an overpayment, the retirement system may, in addition to any other remedy that the retirement system may possess, offset future benefit payments by the amount of the prior overpayment, together with regular interest thereon.

(4) A police officer whose benefit payment is adjusted by the retirement committee pursuant to subsection (3) of this section may request a review by the city council of the adjustment made by the retirement committee.

(5) In order to provide the necessary amounts to pay for or fund a pension plan established under sections 16-1001 to 16-1019, the act, the mayor and council may make a levy which is within the levy restrictions of section 77-3442.

Sec. 16. Section 16-1038, Reissue Revised Statutes of Nebraska, is amended to read:

16-1038 (1) The right to any benefits under the retirement system and the assets of any fund of the retirement system shall not be assignable or subject to execution, garnishment, attachment, or the operation of any bankruptcy or insolvency laws, except that the retirement system may comply with the directions set forth in a qualified domestic relations order meeting the requirements of section 414(p) of the Internal Revenue Code. The city or retirement committee may require appropriate releases from any person as a condition to complying with any such order. The retirement system shall not recognize any domestic relations order which alters or changes benefits, provides for a form of benefit not otherwise provided for by the retirement system, increases benefits not otherwise provided by the retirement system, or accelerates or defers the time of payment of benefits. No participant or beneficiary shall have any right to any specific portion of the assets of the retirement system.

(2) The retirement system shall be administered in a manner necessary to comply with the tax-qualification requirements applicable to

government retirement plans under section 401(a) of the Internal Revenue Code, including section 401(a)(9) relating to the time and manner in which benefits are required to be distributed and section 401(a)(9)(G) relating to incidental death benefit requirements, section 401(a)(16) relating to compliance with the maximum limitation on the plan benefits or contributions under section 415, section 401(a)(17) which limits the amount of compensation which can be taken into account under a retirement plan, section 401(a)(25) relating to the specification of actuarial assumptions, and section 401(a)(31) relating to direct rollover distribution from ~~qualified~~ eligible retirement plans, and section 401(a)(37) relating to the death benefit of a firefighter who dies while performing qualified military service. Any requirements for compliance with section 401(a) of the Internal Revenue Code may be set forth in any trust or funding medium for the retirement system. This subsection shall be in full force and effect only so long as conformity with section 401(a) of the Internal Revenue Code is required for public retirement systems in order to secure the favorable income tax treatment extended to sponsors and beneficiaries of tax-qualified retirement plans.

(3) If the retirement committee determines that the retirement system has previously overpaid or underpaid a benefit payable under sections 16-1020 to 16-1042, it shall have the power to correct such error. In the event of an overpayment, the retirement system may, in addition to any other remedy that the retirement system may possess, offset future benefit payments by the amount of the prior overpayment, together with regular interest thereon.

(4) A firefighter whose benefit payment is adjusted by the retirement committee pursuant to subsection (3) of this section may request a review by the city council of the adjustment made by the retirement committee.

(5) In order to provide the necessary amounts to pay for or fund a pension plan established under sections 16-1020 to 16-1042, the mayor and council may make a levy which is within the levy restrictions of section 77-3442.

Sec. 17. Section 18-1723, Revised Statutes Cumulative Supplement, 2010, is amended to read:

18-1723 Whenever any firefighter who has served a total of five years as a member of a paid fire department of any city in this state or any police officer of any city or village, including any city having a home rule charter, shall suffer death or disability as a result of hypertension or heart or respiratory defect or disease, there shall be a rebuttable presumption that such death or disability resulted from accident or other cause while in the line of duty for all purposes of the Police Officers Retirement Act, Chapter 15, article 10, sections ~~16-1001~~ 16-1020 to 16-1042, and any firefighter's or police officer's pension plan established pursuant to any home rule charter, the Legislature specifically finding the subject of this section to be a matter of general statewide concern. The rebuttable presumption shall apply to death or disability as a result of hypertension or heart or respiratory defect or disease after the firefighter or police officer separates from his or her applicable employment if the death or disability occurs within three months after such separation. Such rebuttable presumption shall apply in any action or proceeding arising out of death or disability incurred prior to December 25, 1969, and which has not been processed to final administrative or judicial conclusion prior to such date.

Sec. 18. Original sections 16-1001, 16-1002, 16-1003, 16-1004, 16-1005, 16-1006, 16-1007, 16-1009, 16-1010, 16-1012, 16-1013, 16-1014, 16-1016, 16-1019, and 16-1038, Reissue Revised Statutes of Nebraska, section 18-1723, Revised Statutes Cumulative Supplement, 2010, and section 16-1017, Revised Statutes Supplement, 2011, are repealed.

Sec. 19. Since an emergency exists, this act takes effect when passed and approved according to law.

RESOLUTION 2012-170

WHEREAS, the City of Grand Island currently has a contract with Wells Fargo for the Police Officers' Retirement System Plan and Trust; and

WHEREAS, The City's retirement plan documents must incorporate recent Legislative Bill 1082 changes to pension laws and regulations for which plan documents need to be updated; and

WHEREAS, the City must change retirement plan documents to incorporate Legislative laws and regulations for which plan documents need to be updated at no additional cost to the City; and

WHEREAS, the City must adopt and approve Amendment No. 2 for the retirement plan changes to the Police Officers' Retirement System Plan and Trust; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to execute said Amendment No. 2 for the plan changes to the Police Officers' Retirement System Plan and Trust on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 26, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 26, 2012	☐ City Attorney



City of Grand Island

Tuesday, June 26, 2012

Council Session

Item I5

**#2012-171 - Approving Boundaries for South Locust Street -
Stolley Park Road to Fonner Park Road Business Improvement
District 2012 and Appointing Board**

Staff Contact: Marco Floreani

Council Agenda Memo

From: Marco Floreani, Community Development Administrator

Meeting: June 26, 2012

Subject: Approving Boundaries for South Locust Business Improvement District 2012

Item #'s: I-5

Presenter(s): Marco Floreani, Community Development Administrator

Background

Business Improvement District #4 is set to expire on September 30, 2012. In a letter to the Mayor and City Council dated May 22, 2012, BID # 4 expressed an interest to form a new business improvement district from Fonner Park Road to Stolley Park road for a one year period. The reason for a one year period is an interest to merge BID # 4 and BID #7 (Stolley Park Road to Highway 34) when BID #7 expires on September 30, 2013. It is on the recommendation of City Attorney, Robert Sivek, that BID # 4 seeks a one year appointment (October 1, 2012-September 30, 2013), so that both BID #4 and BID #7 will expire on the same date (September 30, 2013).

Property owners are organizing their efforts to continue street improvements that are now evident along the southernmost portions of South Locust Street, including pedestrian lighting, landscaping and sidewalks. Members of this group include: Hugh Miner, Roy Nenemen, Bennett Chamness, Buzz Douhit, James Goodman, Kris Nolan Brown, and Scott Zana. The goals include the redevelopment of South Locust into an appealing corridor and entrance into Grand Island. State statute 19-4021, R.R.S. 1943, allows for the creation and implementation of a plan for improving the general architectural design of the public areas within the districts, the development of any public activities and promotion of public events, including the management and promotion and advocacy of retail trade activities or other promotional activities, and employing or contracting for personnel for any improvement program under the act.

Discussion

The establishment of the boundaries for South Locust Street Business Improvement District 2012 and the appointment of the aforementioned individuals as board members is the first step toward the creation of the district. Approval is recommended.

If approved, the board members will make a plan and City Council will ask the Regional Planning Commission for a recommendation. Once the Planning Commission makes a recommendation, City Council may adopt a resolution to establish the business improvement district. There will then be a period for the property owners in the district to protest the formation of the BID. City Council will then hold a public hearing to create the district. After the hearing Council may pass an ordinance to establish the district.

Alternatives

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

1. Move to approve Boundaries for South Locust Business Improvement District 2012
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 boundaries for the South Locust Business Improvement District 2012.

Sample Motion

Move to approve the boundaries for the South Locust Business Improvement District 2012.

May 22, 2012

Mayor and City Council
City of Grand Island
100 East First Street
Grand Island, NE 68801

Dear Mayor and City Council:

There has never been a more important time for the South Locust corridor to look inviting and appealing. The increased activity at Fonner Park, Nebraska State Fair and new business development has increased the traffic to Grand Island via this entryway. The community has been fortunate to have businesses and property owners who recognize the importance of maintaining this corridor; these property and business owners have formed Business Improvement Districts to ensure the integrity of the corridor is maintained.

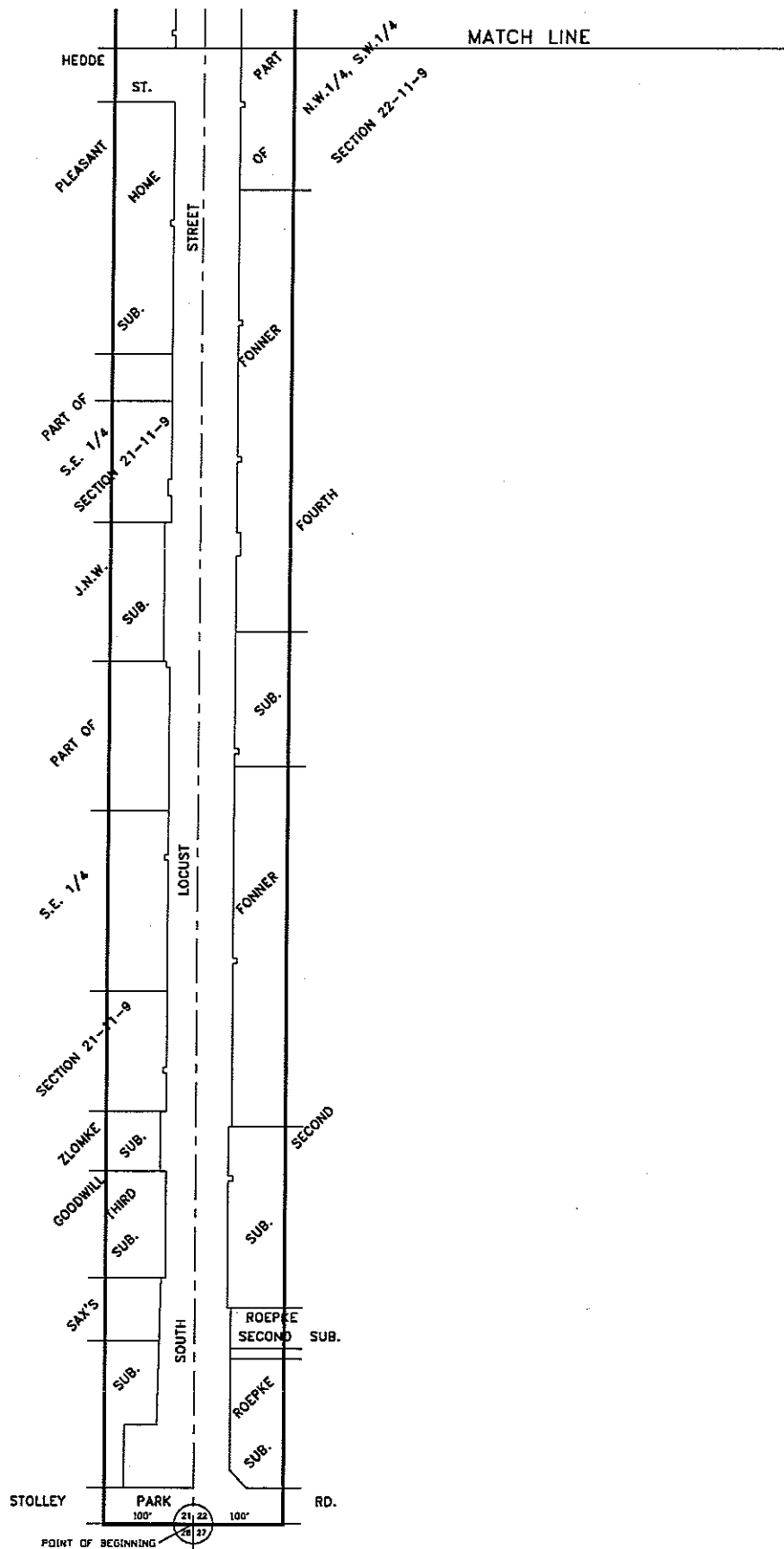
Business Improvement District #4, which covers the corridor from Fonner Park Road to Stolley Park Road, is set to expire on September 30, 2012. We believe it is to our benefit, as property and business owners, to continue a business improvement district for this area to ensure the improvements made are maintained.

We also understand the current BID #7 (Stolley Park Road to Highway 34) is set for expiration in September, 2013 and that there may be an interest and opportunity for the merger of these two districts. In order to allow for conversations and discussion to occur as to the benefits of merging the two Districts, we are requesting that a new Business Improvement District (for the area of Fonner Park Road to Stolley Park Road) be formed for a one year period of time. Over the course of the next year, business and property leaders will work closely with the City, management entity and contractors to determine what, if any, benefits could be realized with one encompassing Business Improvement District.

Thank you for your consideration. We look forward to continuing our efforts to ensure this entryway to Grand Island is appealing to all – visitors and residents alike.

Sincerely,

Shots Zone - Hwy 34 1201 S. Locust
Mike Nelson - Garden of Eatin' 1201 S. Locust
700 East Stolley Park Road Fonner Park
1500 S. Locust. Fonner Court
Bennett Channer TEXAS T-BONE 1201 S. Locust



CITY OF
Grand Island
 PUBLIC WORKS DEPARTMENT

DATE: 5/28/02
 DRN BY: L.D.C.
 SCALE: 1"=200'

PLAT TO ACCOMPANY
 RESOLUTION

RESOLUTION 2012-171

WHEREAS, South Locust Street property owners have recommended that the City of Grand Island create a business improvement district with boundaries set out below; and

WHEREAS, Section 19-4021, R.R.S. 1943, indicates that the boundaries of a business improvement district shall be declared by the city council prior to or at the same time as the appointment of the business improvement board; and

WHEREAS, the outer boundaries of the potential Business Improvement District No. 4 are described as follows:

Beginning at the southeast corner of Section Twenty One (21), Township Eleven (11) North, range Nine (9) West of the 6th P.M. in Grand Island, Hall County, Nebraska; thence west on a line One Hundred (100.0) feet west of and parallel with the line common to Section 21-11-9 and Section 22-11-9 to the north line of the Southeast Quarter (SE1/4) of Section 21-11-9; thence east on the north line of the Southeast Quarter (SE1/4) of Section 21-11-9 and the north line of the Southwest Quarter (SW1/4) of Section 22-11-9 for distance of Two Hundred (200.0) feet; thence south on a line One Hundred (100.0) feet east of and parallel to the line common to Section 21-11-9 and section 22-11-9 to the south line of Section 22-11-9; thence west on the south line of Section 22-11-9 for a distance of One Hundred (100.0) feet to the point of beginning, as shown on the drawings dated May 28, 2002

WHEREAS, it is suggested that a business improvement board be appointed to make recommendations to the city council for the potential establishment of a district and plans for improvements if any, for such district; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the property set out within the above-identified boundaries be declared as future South Locust Business Improvement District 2012.

Be it further resolved, that the following individuals be initially appointed to serve on the business improvement board: Hugh Miner, Roy Nenemen, Bennett Chamness, Buzz Douthit, James Goodman, Kris Nolan Brown, Scott Zana

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 26, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 26, 2012	☐ City Attorney



City of Grand Island

Tuesday, June 26, 2012

Council Session

Item J1

Approving Payment of Claims for the Period of June 13, 2012 through June 26, 2012

*The Claims for the period of June 13, 2012 through June 26, 2012 for a total amount of \$5,966,382.65.
A MOTION is in order.*

Staff Contact: Jaye Monter



City of Grand Island

Tuesday, June 26, 2012

Council Session

Item X1

Executive Session

Discussion of City Personnel Matters. Attendance shall be limited to members of the Grand Island City Council unless deemed otherwise by the Council.

Staff Contact: Councilmember Chuck Haase