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# City of Grand Island



**Tuesday, October 23, 2012**  
**Council Session Packet**

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**City Council:**

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

**Mayor:**

**Jay Vavricek**

**City Administrator:**

**Mary Lou Brown**

**City Clerk:**

**RaNae Edwards**

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**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.**

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**Invocation - Pastor Rene Lopez, Iglesia de Dios, 2325 West State Street**

**Pledge of Allegiance**

**Roll Call**

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### **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.

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### **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, October 23, 2012

Council Session

## Item C1

### **Presentation of the “Mayor’s Builder Award” to Tom and Kim Dinsdale**

*Since so many great efforts occur in our community and many unnoticed, it's important to recognize efforts that build a stronger Grand Island.*

*As Mayor, the City will recognize those efforts with a "Mayor's Builder Award" Recognition and appearance before council and the people of Grand Island.*

*The fifth Builders' Award will go to Tom and Kim Dinsdale.*

*Tom and Kim Dinsdale will be recognized as a Builder of a Better Grand Island.*

Staff Contact: Mayor Jay Vavricek

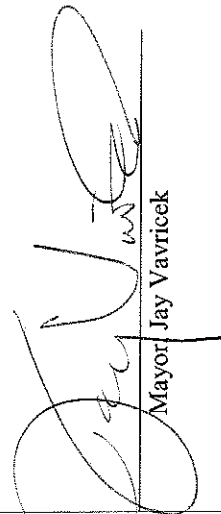


# *Mayor's Builder Award*

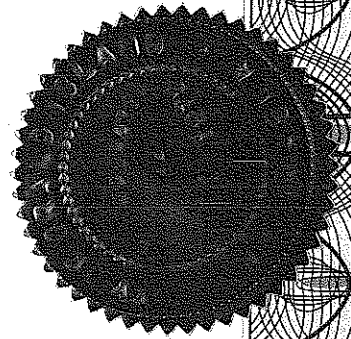
Awarded to

**“Tom & Kim Dinsdale”**

for outstanding work in the community of the City of Grand Island and a  
Builder of a Better Grand Island.



Mayor Jay Vavricek



City Clerk, RaNaee Edwards





# City of Grand Island

Tuesday, October 23, 2012

Council Session

## Item C2

### **Proclamation "Project Homeless Connect Day" October 25, 2012**

*To show support and thanks to our community leaders in unity with private and public sector agencies on hosting the first Project Homeless Connect event for the City of Grand Island, the Mayor has proclaimed Thursday, October 25, 2012 as "Project Homeless Connect Day". See attached PROCLAMATION.*

Staff Contact: Mayor Jay Vavricek

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

PROCLAMATION

- WHEREAS, the federal government's Interagency Council on Homelessness has declared Project Homeless Connect a national best practice model as an innovated way to help people more quickly toward housing and stability and further the goals of all communities to end homelessness; and
- WHEREAS, Project Homeless Connect events have reached Omaha, Lincoln, Hastings and now the first Project Homeless Connect event for the City of Grand Island will take place on October 25, 2012, between the Evangelical Free Church & St. Leo's Catholic Church of Grand Island between 10 a.m. and 3 p.m.; and
- WHEREAS, this event will partner community leadership from both the private and public sector to provide essential services and direction to people who are experiencing or are at risk of homelessness; and
- WHEREAS, this one day event will provide Health & Dental Care, Mental Health Treatment, Housing Resources, Employment and Education Assistance, Legal Services, Social Services and Benefits and many more services to help members of our community in need; and
- WHEREAS, to achieve this worthy objective, we as a community will recognize this day and the Project Homeless Connect event to unite leaders and volunteers to meet the needs and effectively work towards ending and preventing homelessness in Grand Island.

NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, do hereby proclaim October 25, 2012 as

***"PROJECT HOMELESS CONNECT DAY"***

in the City of Grand Island, and encourage all departments of government, civic, fraternal, and patriotic groups and our citizens to recognize and support the efforts of helping members of our community in need, to participate wholeheartedly in its observance.

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 third day of October in the year of our Lord Two Thousand and Twelve.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, October 23, 2012**

**Council Session**

## **Item E1**

**Public Hearing on Request from Wilmar Realty LLC dba Wilmar,  
620 West State Street, Suite B for a Class “C” Liquor License**

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** October 23, 2012

**Subject:** Public Hearing on Request from Wilmar Realty, LLC  
dba Wilmar, 620 West State Street, Suite B for a Class  
“C” Liquor License

**Item #'s:** E-1 & I-5

**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**

Wilmar Realty, LLC dba Wilmar, 620 West State Street, Suite B 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 James Goodman, 2716 Apache Road 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 Wilmar Realty, LLC dba Wilmar, 620 West State Street, Suite B for a Class "C" Liquor License contingent upon final inspections and Liquor Manager Designation for James Goodman, 2716 Apache Road contingent upon completion of a state approved alcohol server/seller training program.

10/09/12  
10:30

Grand Island Police Department  
LAW INCIDENT TABLE

450  
Page: 1

City : Grand Island  
Occurred after : 10:45:18 10/08/2012  
Occurred before : 10:45:18 10/08/2012  
When reported : 10:45:18 10/08/2012  
Date disposition declared : 10/08/2012  
Incident number : L12100944  
Primary incident number :  
Incident nature : Liquor Lic Inv Liquor License  
Investigation  
Incident address : 620 State St W; Suite B  
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 :  
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	27711	10/08/12	Martin, William C	Applicant
NM	27713	10/08/12	Martin, Donna R	Applicant
NM	43382	10/08/12	Martin, Laura J	LLC Member
NM	80707	10/08/12	Goodman, Tracy D	James' Spouse
NM	98360	10/08/12	Goodman, James D	Liquor Manager
NM	180160	10/08/12	Wilmar,	Business

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT03	Bar/Night Club	

LAW INCIDENT NARRATIVE:

I Received a Copy of a Liquor License Application from Wilmar and a Copy of a Liquor Manager Application for James Goodman.

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	15:41:26 10/08/2012

Grand Island Police Department  
Supplemental Report

Date, Time: Mon Oct 08 15:41:37 CDT 2012  
Reporting Officer: Vitera  
Unit- CID

From looking at the application packet, it appears that Wilmar is applying for a Class C LLC liquor license at the Skagway Banquet Center. James Goodman has applied to be the liquor manager. Wilmar company members are listed as: William and Donna Martin, James and Tracy Goodman, Ben W. and Mary Herring, Benjamin J. and Gwendolyn Herring, Collin Herring, Laura Martin, Sara Burghardt, and Randal and Emily Winfrey.

The two applicants listed on the Retail Liquor license application are William and Donna Martin. They didn't disclose any convictions, and I didn't find any in Nebraska. According to the application, they have lived in Nebraska since 1977. I did a liquor license investigation on Skagway North about three and one half years ago. William and Donna Martin were listed on that application as well. There were no problems.

James Goodman is applying to be the liquor manager. He has a wife named Tracy who is also one of the LLC members. They didn't disclose any convictions, and I didn't find any in Nebraska. They have lived in Nebraska since the 1970's. I did a liquor manager investigation involving the Goodman's at Skagway North about one and a half years ago. There were no issues then, and nothing seems to have changed.

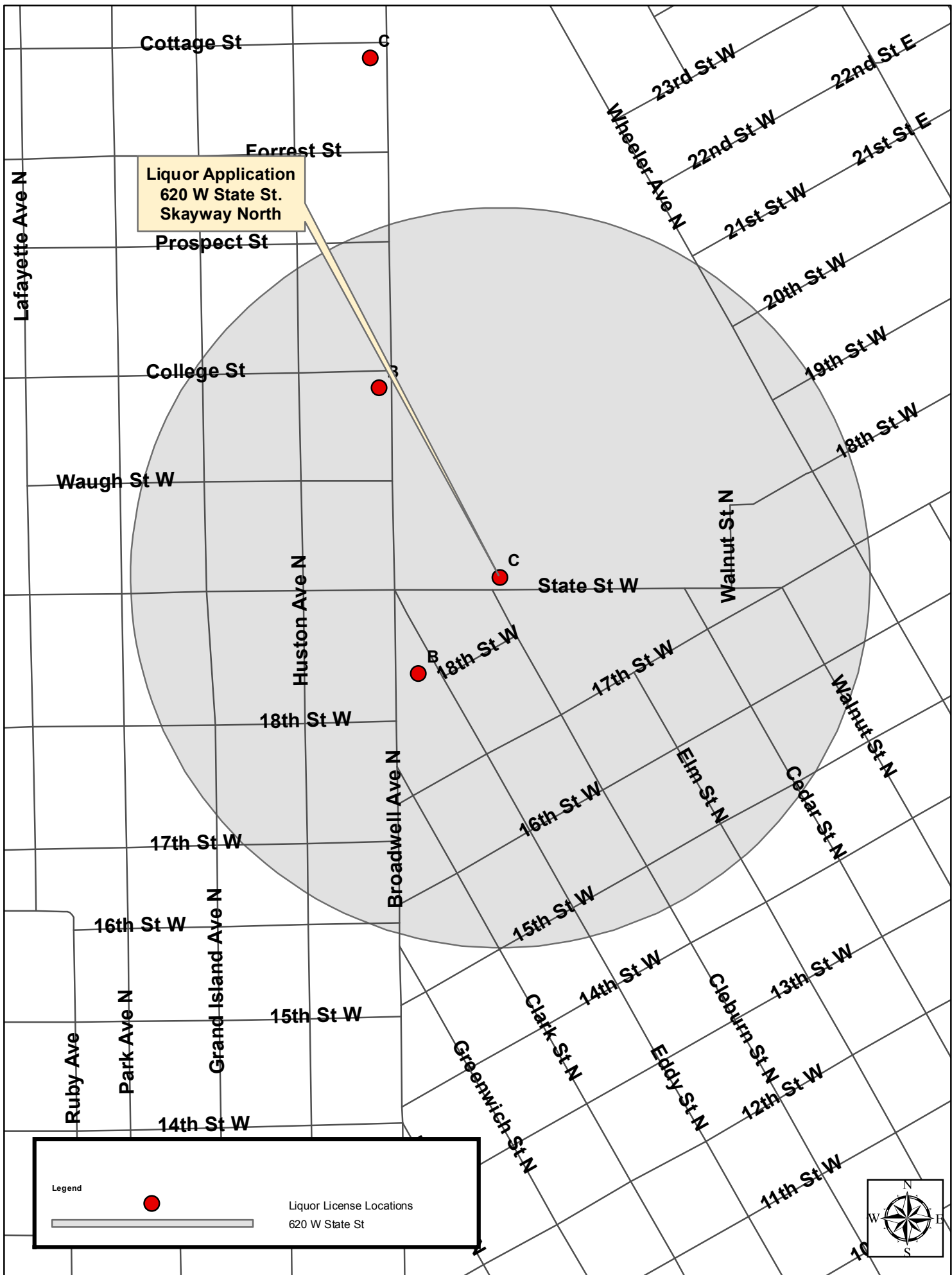
I checked on the rest of the people who are listed as members of the LLC. I couldn't find any Spillman or NCJIS entries for Mary and Ben Herring, Benjamin and Gwendolyn Herring, Collin Herring, Emily and Randal Winfrey, and Sarah Burghardt. Laura Martin is the only other LLC member listed that I haven't discussed. She has an entry in Spillman and six speeding convictions listed in NCJIS.

The Skagway Banquet Center is going to be for special events. According to Wilmar's application, they have been open since August 1st and have held events and used SDL's to bring in alcohol. The hours of operation will depend upon the event being held there.

In summary, the applicants (William & Donna Martin) have lived in Grand Island for thirty-five years and have no criminal history in the State of Nebraska. The liquor manager and his wife (James & Tracy Goodman) have lived in Grand Island for at least thirty-five years and have no criminal history in the State of Nebraska. In conjunction with Skagway, the Martin's and Goodman's have recently submitted other liquor license application. No problems were encountered at the time of the applications, and I'm not aware of any problem since. Other than the Martin's, no other members of the LLC were required to submit fingerprints because they don't own 25% or more of the company.

Strictly speaking from a law enforcement perspective, the Grand Island Police Department has no objection to Wilmar receiving a liquor license for the Skagway Banquet Center or to James Goodman becoming the liquor manager.







# **City of Grand Island**

**Tuesday, October 23, 2012**

**Council Session**

## **Item E2**

**Public Hearing on Request from Faulk & Foster on behalf of  
Verizon Wireless for a Conditional Use Permit for Construction of  
an 80' Monopole and Equipment Shelter Located at 1922 West 3rd  
Street**

**Staff Contact: Craig Lewis**

# **Council Agenda Memo**

**From:** Craig A. Lewis, Building Department Director

**Meeting:** October 23, 2012

**Subject:** Request of Ralph Wyngarden of Faulk & Foster  
Representing Verizon Wireless and Property Owners  
Donald & Sharon Jelinek for Approval of a Conditional  
Use Permit to Allow Construction of a  
Telecommunication Tower at 1922 West 3<sup>rd</sup> Street

**Item #'s:** E-2 & H-1

**Presenter(s):** Craig Lewis, Building Department Director

## **Background**

This is a request to allow for the construction of an 80 foot monopole telecommunication tower at 1922 West 3<sup>rd</sup> Street to facilitate their cellular service area. The property is currently zoned B-2, General Business. The Grand Island Zoning Code requires that all telecommunication towers receive the approval of City Council in the form of a conditional use permit prior to construction.

The intent of the tower and telecommunication facilities and antenna regulations are to protect residential areas and land uses from the potential adverse impact of the installation of towers and antennas through careful design, siting, and camouflaging, to promote and encourage shared use/collocation of towers, and to ensure that towers and antennas are compatible with the surrounding land uses.

## **Discussion**

The City code specifies eight items to be submitted with the application for a tower development permit, all of those items have been submitted, with the exception of;

- 1). the engineering of the tower and foundation design, and, 2). a building permit application for the proposed tower. It appears reasonable to delay the submittal of these two items until after the City Council has approved the location. At the time of a request for a building permit then the engineering for the construction of the tower and improvements will need to be submitted before a building permit would be issued.

Information attesting to a diligent effort to collocate with any towers within a one mile radius has been submitted by the applicant. There were six towers identified within the one mile radius of the proposed site, none of the towers will facilitate the applicants proposed needs.

A landscaping plan will be required as the proposal is to locate the tower on the property that is currently utilized as an accessory site to the adjacent retail facility. An independent lot for the tower allows independent utility services and requires landscaping to be installed adjacent to the streets in compliance with the City zoning regulation. The applicant has acknowledged the requirement and will include installation of street yard landscaping along with the development of the site.

### **Alternatives**

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

1. Approve the conditional use permit finding that the proposed use is a listed conditional use in the zoning code and that it will not be detrimental to public health, safety, and the general welfare of the community.
2. Disapprove or /Deny the conditional use permit, finding that the proposal does not conform to the purpose of the zoning regulations.
3. Modify the conditional use to meet the wishes of the Council
4. Refer the matter to a special committee for a determination of a finding of fact.
5. Table the issue.

### **Recommendation**

City Staff recommends that the Council approve the request for a conditional use permit to construct this telecommunication tower, finding that the request does promote the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

### **Sample Motion**

Move to approve the request for a conditional use permit as specified in the staff recommendation published in the Council packet and presented at the City Council meeting and finding that the application will conform with the purpose of the zoning regulations.

## Conditional Use Permit Application

pc: Building, Legal, Utilities  
Planning, Public Works

1. The specific use/construction requested is: Construction of an 80' monopole with top of lightning rod extending to 88' and placement of equipment shelter within fenced compound as shown in the drawings submitted.
2. The owner(s) of the described property is/are: Parcel: Donald & Sharon Jelinek  
Tower: Verizon Wireless
3. The legal description of the property is: See Attached
4. The address of the property is: 1922 W 3rd Street
5. The zoning classification of the property is: B-2 General Business Zone
6. Existing improvements on the property is: None at site location. Hardware store to northeast.
7. The duration of the proposed use is: Indefinite subject to continuation of lease.
8. Plans for construction of permanent facility is: As soon as all necessary approvals are obtained.
9. The character of the immediate neighborhood is: RR track to north, hardware store to east park to west, residential to south.
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: Proposed wireless communication facility as described above and shown in drawings necessary to maintain and extend quality wireless service coverage and capacity in this part of Grand Island where no existing towers are currently located.

I/We do hereby certify that the above statements are true and correct and this application is signed as an acknowledgement of that fact. Faulk & Foster, by Ralph Wyngarden, for Applicant

9/24/12

Date

*Ralph Wyngarden*  
Owners(s)

616-490-9804

Phone Number

588 Three Mile Rd NW, Suite 102

Address

Grand Rapids, MI 49544

City

State

Zip

**Please Note: Delays May Occur if Application is Incomplete or Inaccurate.**

LETTER OF AUTHORIZATION

July 27, 2012

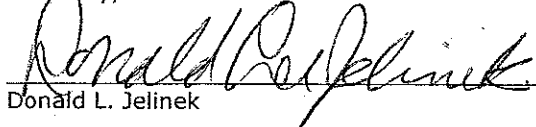
Craig Lewis, Director  
City of Grand Island Building Department  
100 East First Street  
PO Box 1968  
Grand Island, NE 68802-1968

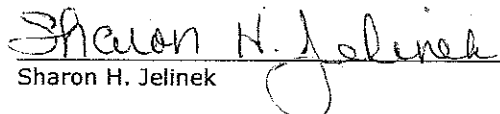
Re: Authorization to File for Any Necessary Permits or Approvals Associated with  
Verizon's Wireless Communication Tower Project  
Address: 1922 W. Third Street, Grand Island, NE 68803  
Legal Description: Lots 3 and 4, Block 49, Packer & Barr's Second Addition to the  
City of Grand Island  
Verizon Site Name: NE07\_Grand Island - Broadwell & Front

Dear Mr. Lewis,

We, Donald and Sharon Jelinek, authorize Faulk & Foster, its agents and employees,  
including but not limited to Ralph Wyngarden and Jon Yoachim, to obtain any  
necessary permits or approvals associated with the Verizon's wireless communication  
tower project at this location.

Sincerely,

 Date 9/24/2012  
Donald L. Jelinek

 Date 9/24/2012  
Sharon H. Jelinek

1604 Parkview Drive  
Grand Island, NE 68801

Phone: 308-382-6450





# **City of Grand Island**

**Tuesday, October 23, 2012**

**Council Session**

## **Item E3**

**Public Hearing on Amendment to the Redevelopment Plan Area 1  
Located at 1103 St. Paul Road**

**Staff Contact: Chad Nabity**



# **Council Agenda Memo**

**From:** Chad Nabity, AICP

**Meeting:** October 23, 2012

**Subject:** Amendment to Redevelopment Plan for CRA Area #1

**Item #'s:** E-3 & I-2

**Presenter(s):** Chad Nabity, AICP CRA Director

## **Background**

In 2000, the Grand Island City Council reconfirmed the declaration of property referred to as CRA Area #1 as blighted and substandard and approved a generalized redevelopment plan for the property. The generalized redevelopment plan authorized the use of Tax Increment Financing (TIF) for the acquisition of property, redevelopment of property, site preparation including demolition, landscaping and parking. TIF can also be used for improvements to and expansion of existing infrastructure including but not limited to: streets, water, sewer, drainage.

The Grand Island Area Habitat for Humanity, as the developer has submitted a proposed amendment to the redevelopment plan that would provide for site acquisition, clearance and extension of utilities and subsequent construction of three single family houses for property located at the corner of 11<sup>th</sup> Street and St. Paul Road, in Grand Island, Nebraska, Lots 8, 9, 10, 11 and 12 Pleasant Hill Addition to the City of Grand Island.

The CRA reviewed the proposed development plan on September 19<sup>th</sup>, 2012 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on October 3<sup>rd</sup>, 2012. The CRA also sent notification to the City Clerk of their intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on October 3<sup>rd</sup>, 2012. The Planning Commission approved Resolution 2013-02 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island.

## **Discussion**

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

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area #1 and authorizes the CRA to execute a contract for TIF based on the plan amendment. The redevelopment plan amendment permits site acquisition, demolition, clearance and extension of utilities and subsequent construction of 3 single family homes by Habitat for Humanity at 1103 N St. Paul Road in Grand Island, Nebraska. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for as eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. The total tax increment financing allowed for this project may not exceed \$71,513 during this 15 year period.

## **Alternatives**

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

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

## **Recommendation**

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

## **Sample Motion**

Move to approve the resolution as submitted.

**Redevelopment Plan Amendment  
Grand Island CRA Area #1  
August 2012**

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

**Executive Summary:  
Project Description**

THE DEMOLITION OF THE EXISTING SINGLE FAMILY HOUSE AT 1103 ST. PAUL ROAD AND THE SUBSEQUENT ACQUISITION, SITE WORK, UTILITY IMPROVEMENTS, ENGINEERING, LANDSCAPING AND PARKING IMPROVEMENTS NECESSARY FOR REBUILDING THREE HOUSES AT THIS LOCATION.

The use of Tax Increment Financing to aid in demolition of existing structures along with costs associated with redevelopment of this site with three new single family homes. The use of Tax Increment Finance makes it affordable to provide additional housing in Grand Island at this location for families that qualify to purchase a Habitat Home. This project would not be possible in an affordable manner without the use of TIF.

Habitat for Humanity has a contract to purchase the house and adjacent vacant lots for the assessed value of the property. All site work, demolition and utilities will be paid for by the Habitat for Humanity, though they are requesting the CRA consider buying that portion of the TIF debt associated with the demolition costs and fees for TIF. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the acquisition, site work and remodeling. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2014 towards the allowable costs and associated financing for the acquisition and site work.

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

**Property Description (the “Redevelopment Project Area”)**

This property is located at 1103 St Paul Road in northeast Grand Island. The attached map identifies the subject property and the surrounding land uses:

- **Legal Descriptions** Lots 8, 9, 10, 11 and 12 Pleasant Hill Addition to the City of Grand Island.



**The tax increment will be captured for the tax years the payments for which become delinquent in years 2014 through 2028 inclusive.**

**The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The increase will come from development of a duplex housing unit at this location.**

**Statutory Pledge of Taxes.**

Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property in the Redevelopment Project Area shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall be January 1, 2013.

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

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

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

Redevelopment Plan Amendment Complies with the Act:

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

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

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

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

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

***a. Land Acquisition:***

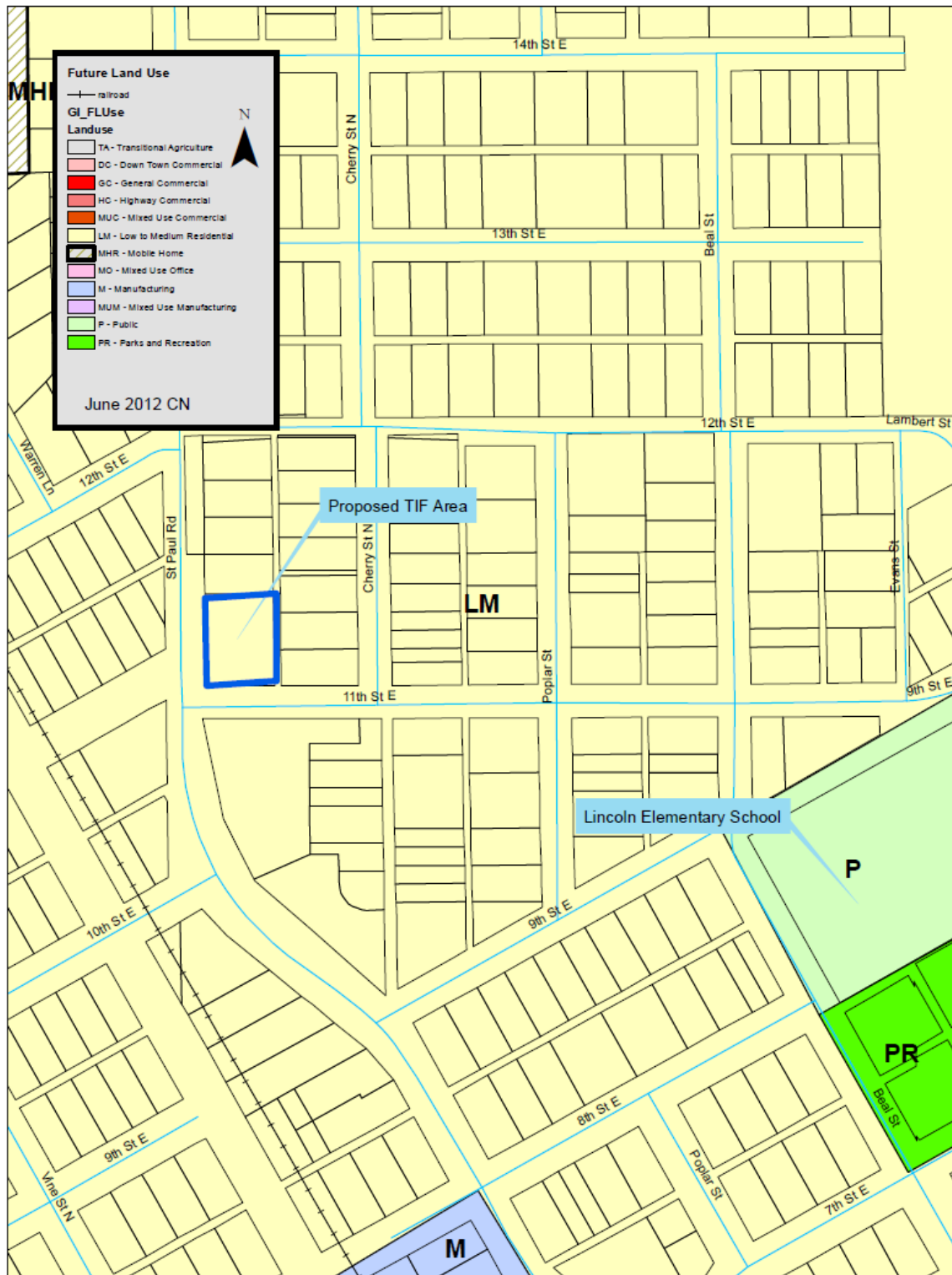
The Redevelopment Plan for Area #1 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority.

***b. Demolition and Removal of Structures:***

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

***c. Future Land Use Plan***

See the attached map from the 2004 Grand Island Comprehensive Plan. All of the area around the site in private ownership is planned for low to medium density residential development; this includes housing of densities up to 14 units per acre. This property is in private ownership. [§18-2103(b) and §18-2111] The attached map also is an accurate site plan of the area after redevelopment. [§18-2111(5)]



City of Grand Island Future Land Use Map

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

The area is zoned R4-High Density Residential zone. No zoning changes are anticipated with this project. No changes are anticipated in street layouts or grades. No changes are anticipated in building codes or ordinances. Nor are any other planning changes contemplated. [§18-2103(b) and §18-2111]

***e. Site Coverage and Intensity of Use***

The developer is proposing remove the existing structures from the property. The R4 zoning district allows 1 dwelling unit per 1000 square feet of property the size of each lot is approximately 7600 square feet; enough to legally accommodate a single family housing unit on each lot. The property is zoned R4 and could accommodate a building of up to 65% of the property area; allowable coverage would be about 4,950 square feet. The proposed units including detached sheds will cover less than 1,200 square feet, well within the allowable coverage. [§18-2103(b) and §18-2111]

***f. Additional Public Facilities or Utilities***

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

No other utilities would be impacted by the development.

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

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



**4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation. This property, owned by the developer is currently vacant, no relocation is contemplated or necessary. [§18-2103.02]**

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

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

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

The developer has a contract to purchase the property for \$47,763. The \$47,763 is included as a TIF eligible expense. Costs for demolition, site preparation, utilities and contingencies of \$19,000 are included as a TIF eligible expense. Surveying and Engineering fees of \$1,500 are included as a TIF eligible expense. Fees and reimbursement to the City and the CRA of \$2750 are included as a TIF eligible expense. Finance, interest and closing costs of \$500 are included as a TIF eligible expense. The total of eligible expenses for this project is \$71,513.

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

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

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of \$66,000 from the proceeds of the TIF Indebtedness issued by the Authority. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2014 through December 2028.

***c. Statement of feasible method of relocating displaced families.***

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

**7. Section 18-2113 of the Act requires:**

Prior to recommending a redevelopment plan to the governing body for approval, an authority shall consider whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the city and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as

well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations or conditions of blight.

The Authority has considered these elements in proposing this Plan Amendment. This amendment, in and of itself will promote consistency with the Comprehensive Plan. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions.

## **8. Time Frame for Development**

Development of this project (including demolition, site preparation and new construction) is anticipated to be completed between November 2012 and December of 2014. Excess valuation should be available for this project for 15 years beginning with the 2014 tax year. It is anticipated that 2 of the houses will be built by December 31 of 2013 and that the 3<sup>rd</sup> house will be built in 2013.

## **9. Justification of Project**

This is a residential neighborhood characterized by single family dwellings on smaller lots. The existing structure is considered worn out by the Hall County Assessor's Office. The City of Grand Island is in need of additional housing units and this development will remove one very poor housing unit and replace it with 3 brand new units. This is infill development in an area with all city services available. This project does not propose to tear down any buildings with historic value.

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

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

The redevelopment project area currently has an estimated valuation of \$47,763. The proposed demolition and subsequent construction of single family homes at this location will result in approximately \$190,000 of additional taxable valuation based on the current valuation of other Habitat houses in the area. No tax shifts are anticipated from the project. The project creates additional valuation that will support taxing entities long after the project is paid off.

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

No additional public service needs have been identified. Existing water and waste water facilities will not be impacted by this development. The electric utility has sufficient capacity to support the development. It is not anticipated that this will impact schools. Fire and police protection are available and should not be impacted by this development.

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

The proposed project will have no impact on other firms locating or expanding in the area.

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

This project will not have a negative impact on other employers and will result in additional housing choices for employees within the city.

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

This project will increase the available quality housing in Grand Island by a net of three single family homes. The existing structure is worn out and not acceptable as a housing unit. These types of smaller projects spread throughout the city will have a less drastic impact on neighborhoods and schools than a centralized larger housing project.

This is a neighborhood that has benefited extensively from development by the Grand Island Habitat for Humanity Affiliate. This project will continue that investment and commitment.

**Time Frame for Development**

Development of this project is anticipated to be completed during between November 15, 2012 and December 31 of 2014. The base tax year should be calculated on the value of the property as of January 1, 2013. Excess valuation should be available for this project for 15 years beginning in 2014 with taxes due in 2015. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years or an amount not to exceed \$66,000 the projected amount of increment based upon the anticipated value of the project and current tax rate. Based on the estimates of the expenses of the cost of demolition, site preparation, engineering, expenses and fees reimbursed to the City and CRA, and financing fees the developer will spend at least \$71,513 on TIF eligible activities.

**See Attached Building Plans and Photos included with application**



## **BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST**

### **Project Redeveloper Information**

Business Name: Grand Island Area Habitat for  
Humanity

Address: 410 W. 2<sup>nd</sup> St. #6, P.O. Box 1001, Grand Island, NE 68802

Telephone No.: 308-385-5510

Fax No.: 308-385-5511

Contact: Dana Jelinek

### **Brief Description of Applicant's Business:**

Grand Island Area Habitat for Humanity (GIAHFH) is a non-profit housing organization working to help low-income households into safe, decent affordable homes they will own. Through community assistance, homes are built in partnership with qualifying households, then sold at the cost to build and with no interest loans.

Present Ownership Proposed Project Site: 1103 St. Paul Rd. (legal: Pleasant Hill Add., Lots 8, 9, 10, 11 and 12

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

The land available is 165' x 138.75'. Once re-platted, it would accommodate three Habitat homes. Typical Habitat homes are energy efficient, 1070 sq. ft., three bedroom homes on a crawlspace. More bedrooms are added when necessary. Homes have hardi-plank siding, covered entries, architectural shingles, and a sodded yard.

If Property is to be Subdivided, Show Division Planned:

VI. Estimated Project Costs:

Acquisition Costs:

A. Land	\$ 22,895
B. Building	\$ 24,868

Construction Costs:

A. Renovation or Building Costs:	\$183,000
B. On-Site Improvements:	\$ 13,800
re-platting, demo, asbestos removal, tree removal, etc.	

Soft Costs:

A. Architectural & Engineering Fees:	\$
B. Financing Fees:	\$ 500
Closing costs, filing fees	
C. Legal/Developer/Audit Fees:	\$
D. Contingency Reserves:	\$ 2,500
E. Other (Please Specify)	\$ <u>2,750</u>
TIF fees	
TOTAL	\$ 202,550

Total Estimated Market Value at Completion: \$ 240,000

Source of Financing:

A. Developer Equity: from GIAHFH reserves	\$ 47,763
---	-----------

B. Commercial Bank Loan:	\$
Tax Credits:	
1. N.I.F.A.	\$
2. Historic Tax Credits	\$
D. Industrial Revenue Bonds:	\$
E. Tax Increment Assistance:	\$ 62,876
F. Other	\$

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

Dana Jelinek, Executive Director  
Grand Island Area Habitat for Humanity  
410 W. 2<sup>nd</sup> St. #6, PO Box 1001  
Grand Island, NE 68802  
Phone: 308-385-5510/Fax: 308-385-5511

Estimated Real Estate Taxes on Project Site Upon Completion of Project:  
(Please Show Calculations)  
The estimated value on the homes upon completion will be \$240,000,  
putting the estimated yearly taxes at \$4,192.  $\$240,000 \times 2.18$  (levy).  
Currently the site is under Homestead Exemption.

Project Construction Schedule:

Construction Start Date:

Construction Completion Date:

If Phased Project:

<u>2013</u>	<u>Year</u>	<u>66% Complete</u>
<u>2014</u>	<u>Year</u>	<u>100% Complete</u>

XII. Please Attach Construction Pro Forma

XIII. Please Attach Annual Income & Expense Pro Forma

(With Appropriate Schedules)

## **TAX INCREMENT FINANCING REQUEST INFORMATION**

Describe Amount and Purpose for Which Tax Increment Financing is

Requested:

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

Statement Identifying Financial Gap and Necessity for use of Tax Increment

Financing for Proposed Project: Grants for lot acquisition through Habitat for Humanity and HUD are no longer structured for Habitat affiliates of our size. With grants for land acquisition gone and difficulty in finding affordable land on which to build, GIAHFH is seeking other partnerships. Land costs, plus demo on the proposed properties is far beyond what we can afford on our own. TIF funding for the purchase of the property allows us to acquire not just land on which to build, but also allows us to tear down a property that has been falling into disrepair for years. The purchase of this property is contingent upon TIF approval. The added value of three proposed new homes benefits the community and the neighborhood, not to mention the low-income families who will partner on the projects. With fewer private entities building small houses (limited/no profit margin), Habitat fills that gap.

Municipal and Corporate References (if applicable). Please identify all other Municipalities, and other Corporations the Applicant has been involved with, or has completed developments in, within the last five (5) years, providing contact person, telephone and fax numbers for each: Since 1992, GIAHFH has completed 69 homes, 59 of which have been in Grand Island. Another Grand Island home is currently under construction,



with two more yet to begin this year. Over \$80,000 in property taxes are paid each year on GIAHFH homes. Most of those homes stand on once vacant lots, while a handful replaced deteriorated structures.

In 20 years, GIAHFH has partnered with various volunteer groups, sub-contractors and suppliers, plus donors, to make safe, affordable housing a reality for qualifying low-income households. Families selected must meet income requirements (30-50% of median income), have the ability to pay a no-interest home loan based on the cost to build, and contribute 500 hours of sweat equity (including 20 hours of home-ownership education). A thorough selection process looks at applications, tax returns, pay stubs, debt to income, credit reports, and background reports, plus families participate in meetings, interviews and home visits. In the last five years, both the CRA and City of Grand Island (NSP) provided funds for demolition of deteriorated properties or land where those properties once stood. Both partnerships made way for Habitat home construction. The CRA also provided water lines to an area where we completed four homes.

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

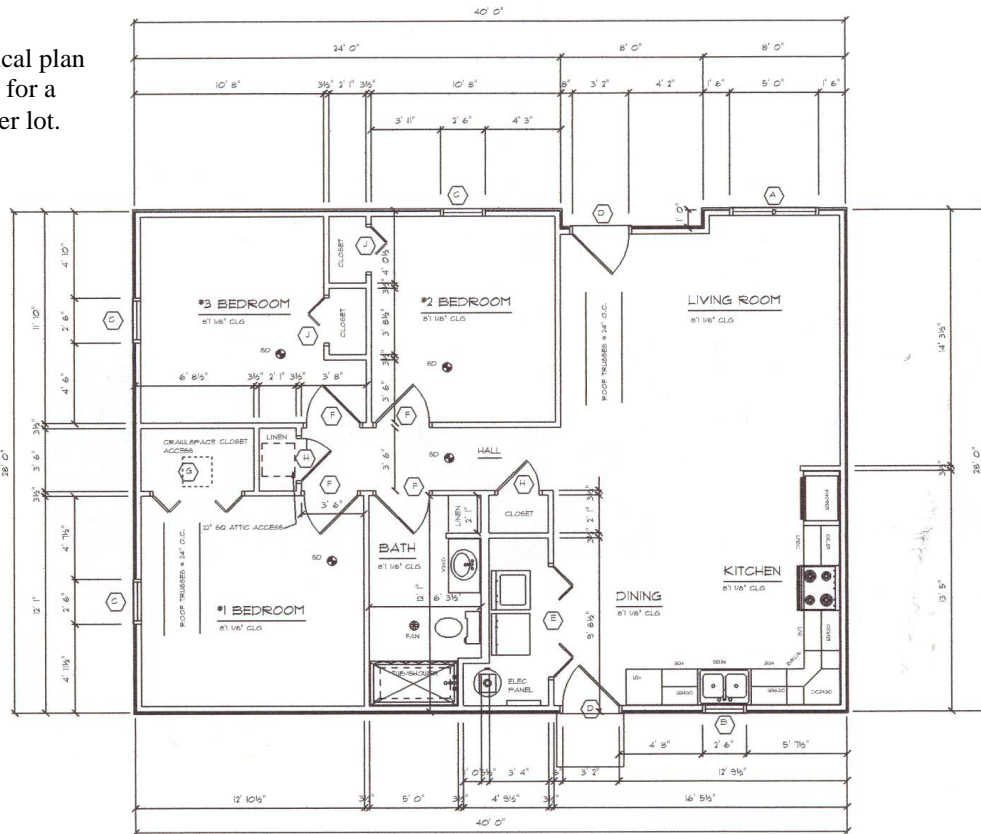
Audited financial statements are available upon request.

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

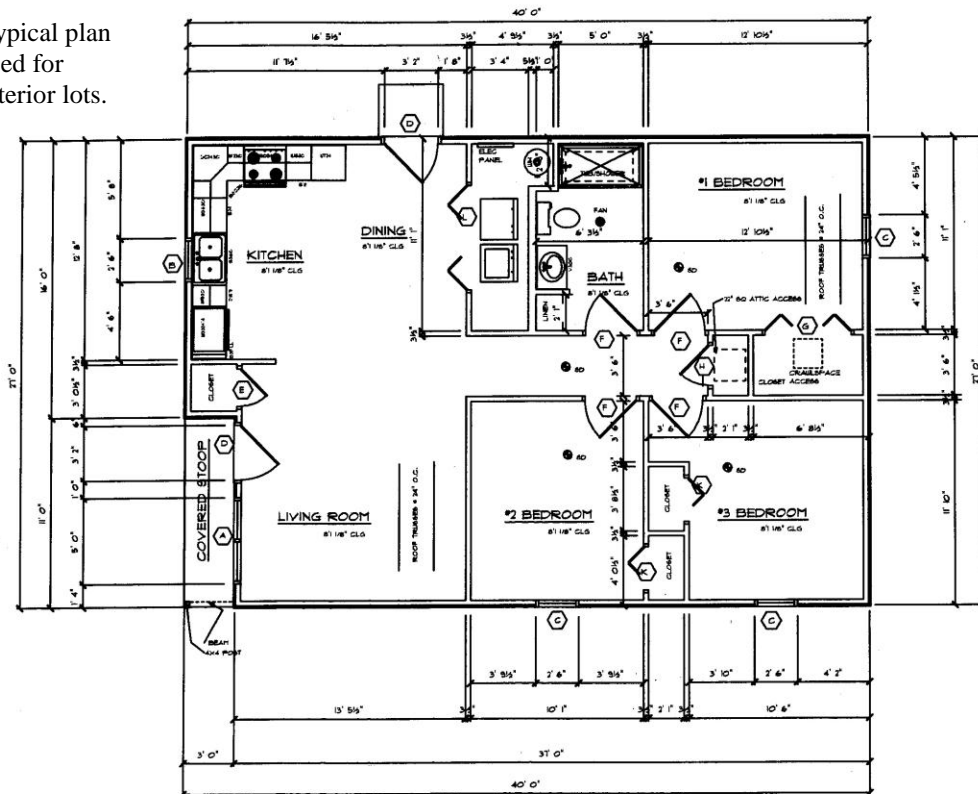
The budget below represents a standard three bedroom home. The number of bedrooms is based on the number of people in the household. Since not all the families have been selected for the proposed homes (application period opens in December), there is the chance that one or more of the homes may need to be larger. Costs to build would increase, as would property values on a larger home.

<b>Construction Budget</b>	
Three-Bedroom Habitat for Humanity Home	Cost
Permits/Curb Cut/Site Prep	950
Pre-construction Total	950
Contract Labor	
Drywall Finishing	1200
Gutters	700
Floor Covering	2000
Heating/Venting	4200
Plumbing	6000
Termite Control	325
Construction Supervisor/Manager Stipends	3100
Electrical	1250
Landscaping	2400
Contract Labor (other)	375
Contract Labor Total	21550
Materials/Supplies	
Lumber & Building Materials	15000
Insulation	1200
Electrical Supplies/Lights	4000
Masonry/Concrete	4200
Paint	400
Doors, Trim & Cabinets	5850
Windows	1500
Appliances	1500
Materials/Supply Total	33650
Indirect Construction Costs	
Administration	4000
Public Works	200
Sanitation/Garbage	500
Utilities during construction	150
Indirect Costs Total	4850
Total Costs	61000

Typical plan  
used for a  
corner lot.



Typical plan  
used for  
interior lots.





Above: Typical three bedroom home on a corner lot.

Right: Typical three bedroom home on an interior lot. Note – NSP funds were used to tear down the garage in the background to make way for the home next door.



Bottom: A four bedroom home on a corner lot where CRA provided water lines.



COMMUNITY REDEVELOPMENT AUTHORITY  
OF THE CITY OF GRAND ISLAND, NEBRASKA

RESOLUTION NO. 146

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

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

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

Passed and approved this 19<sup>th</sup> day of September, 2012.

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

By Bruce A. Leach  
Chairperson

ATTEST:

Chad A. Smith  
Secretary

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

**RESOLUTION NO. 147**

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

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

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), is proposing to use Tax Increment Financing on a project within redevelopment area #1;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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


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

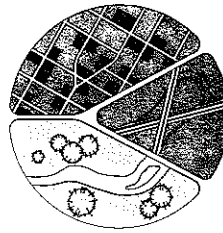
Passed and approved this 19<sup>th</sup> day of September, 2012.

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

By   
Chairperson

ATTEST:

  
Secretary



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

September 20, 2012

Hall County Board of Supervisors  
Pam Lancaster, Chair  
121 S Pine St  
Grand Island NE 68801

Dear Pam Lancaster:

Enclosed, please find a copy of a published notice of a public hearing under the Nebraska Community Development Law. The hearing will be held by the Hall County Regional Planning Commission on the 3rd, day of October, 2012, at the hour of 6:00 p.m., in the Council Chambers, City Hall in Grand Island, Nebraska located at 100 First Street.

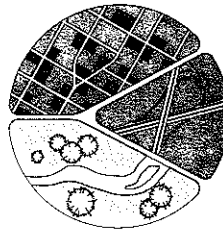
The purpose of the hearing is to receive comments on a proposed redevelopment plan for purposes of the Community Development Law. A map of the area affected is enclosed with this letter.

The notice is provided to your organization pursuant to law.

Sincerely,

Chad Nabity, AICP  
Director, Regional Planning

Enc.



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

September 20, 2012

Central Community College  
Dr. Greg Smith  
PO Box 4903  
Grand Island NE 68802-4903

Dear Dr. Greg Smith:

Enclosed, please find a copy of a published notice of a public hearing under the Nebraska Community Development Law. The hearing will be held by the Hall County Regional Planning Commission on the 3rd, day of October, 2012, at the hour of 6:00 p.m., in the Council Chambers, City Hall in Grand Island, Nebraska located at 100 First Street.

The purpose of the hearing is to receive comments on a proposed redevelopment plan for purposes of the Community Development Law. A map of the area affected is enclosed with this letter.

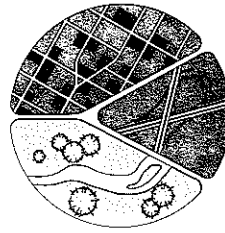
The notice is provided to your organization pursuant to law.

Sincerely,

Chad Nabity, AICP  
Director, Regional Planning

Enc.





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

September 20, 2012

School District #2  
Virgil Harden  
123 S Webb Rd  
PO Box 4904  
Grand Island NE 68802

Dear Virgil Harden:

Enclosed, please find a copy of a published notice of a public hearing under the Nebraska Community Development Law. The hearing will be held by the Hall County Regional Planning Commission on the 3rd, day of October, 2012 at the hour of 6:00 p.m., in the Council Chambers, City Hall in Grand Island, Nebraska located at 100 First Street.

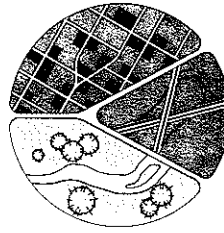
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Sincerely,

Chad Nabity, AICP  
Director, Regional Planning

Enc.



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

September 20, 2012

Hall Co Airport Authority  
Lynne Werner, Chair  
3743 Sky Park Rd.  
Grand Island NE 68801

Dear Lynne Werner:

Enclosed, please find a copy of a published notice of a public hearing under the Nebraska Community Development Law. The hearing will be held by the Hall County Regional Planning Commission on the 3rd, day of October, 2012 at the hour of 6:00 p.m., in the Council Chambers, City Hall in Grand Island, Nebraska located at 100 First Street.

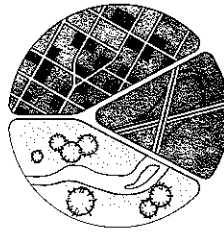
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Sincerely,

Chad Nabity, AICP  
Director, Regional Planning

Enc.



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

September 20, 2012

Educational Service Unit #10  
Valerie Gwin  
PO Box 850  
Kearney NE 68848

Dear Valerie Gwin:

Enclosed, please find a copy of a published notice of a public hearing under the Nebraska Community Development Law. The hearing will be held by the Hall County Regional Planning Commission on the 3rd, day of October, 2012, at the hour of 6:00 p.m., in the Council Chambers, City Hall in Grand Island, Nebraska located at 100 First Street.

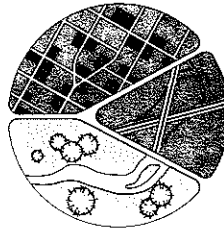
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The notice is provided to your organization pursuant to law.

Sincerely,

Chad Nabity, AICP  
Director, Regional Planning

Enc.



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

September 20, 2012

Central Platte NRD  
Dianne Miller  
215 Kaufman  
Grand Island NE 68803

Dear Dianne Miller:

Enclosed, please find a copy of a published notice of a public hearing under the Nebraska Community Development Law. The hearing will be held by the Hall County Regional Planning Commission on the 3rd, day of October, 2012, at the hour of 6:00 p.m., in the Council Chambers, City Hall in Grand Island, Nebraska located at 100 First Street.

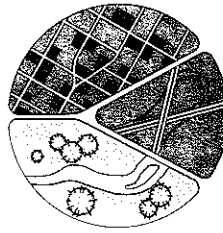
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The notice is provided to your organization pursuant to law.

Sincerely,

Chad Nabity, AICP  
Director, Regional Planning

Enc.



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

September 20, 2012

City of Grand Island  
Jay Vavricek, Mayor  
PO Box 1968  
Grand Island NE 68802

Dear Honorable Vavricek:

Enclosed, please find a copy of a published notice of a public hearing under the Nebraska Community Development Law. The hearing will be held by the Hall County Regional Planning Commission on the 3rd, day of October, 2012, at the hour of 6:00 p.m., in the Council Chambers, City Hall in Grand Island, Nebraska located at 100 First Street.

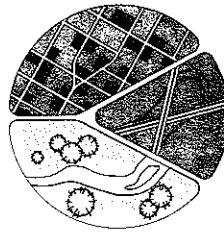
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The notice is provided to your organization pursuant to law.

Sincerely,

Chad Nabity, AICP  
Director, Regional Planning

Enc.



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

September 20, 2012

Hall County Agricultural Society  
Corby Flagle  
3932 Meadow Way Trail  
Grand Island NE 68803

Dear Corby Flagle:

Enclosed, please find a copy of a published notice of a public hearing under the Nebraska Community Development Law. The hearing will be held by the Hall County Regional Planning Commission on the 3rd, day of October, 2012, at the hour of 6:00 p.m., in the Council Chambers, City Hall in Grand Island, Nebraska located at 100 First Street.

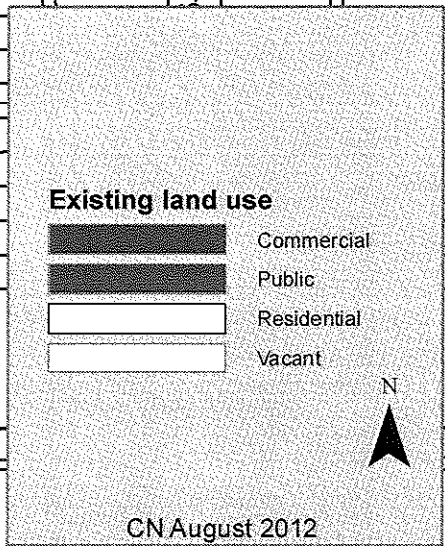
The purpose of the hearing is to receive comments on a proposed redevelopment plan for purposes of the Community Development Law. A map of the area affected is enclosed with this letter.

The notice is provided to your organization pursuant to law.

Sincerely,

Chad Nabity, AICP  
Director, Regional Planning

Enc.







## REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2012, by and between the Community Redevelopment Authority of the City of Grand Island, Nebraska (**“Authority”**), and Grand Island Habitat for Humanity, a corporation (**“Redeveloper”**).

### WITNESSETH:

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

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

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

### ARTICLE I

#### DEFINITIONS AND INTERPRETATION

##### Section 1.01 Terms Defined in this Redevelopment Contract.

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

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

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

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

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

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

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

**“Project”** means the improvements to the Redevelopment Area, as fully described in application of the Redeveloper to the Authority for assistance and the Redevelopment Plan Amendment, related to the application, approved by the Governing Body incorporated herein by reference and, as used herein, shall include the rehabilitation costs to the existing commercial building on a portion of the Redevelopment Area real estate.

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

**“Redeveloper”** means Grand Island Habitat for Humanity, a corporation.

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

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

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

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

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

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

#### Section 1.02 Construction and Interpretation.

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

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

obligated, to do and perform any such act or thing.

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

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

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

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

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

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

## **ARTICLE II**

### **REPRESENTATIONS**

#### **Section 2.01 Representations by Authority.**

The Authority makes the following representations and findings:

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

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

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

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

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

(2) Based on Representations made by the Redeveloper:

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

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

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

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

#### Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

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

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

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment

Contract or, except as disclosed in writing to the Authority, as in any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

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

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

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

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

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

### ARTICLE III

#### OBLIGATIONS OF THE AUTHORITY

##### Section 3.01 Division of Taxes.

- In accordance with Section 18-2147 of the Act, the Authority hereby provides that any ad valorem tax on the following real property in the Project: to wit: Lots 8, 9, 10, 11 and 12 Pleasant Hill Addition to the City of Grand Island, Hall County Nebraska, for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as set forth in this section. The effective date of this provision shall be January 1, 2014.

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

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

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

### Section 3.02 Issuance of TIF Indebtedness

The Authority shall execute and deliver to the Redeveloper, as Purchaser, at closing, the TIF Indebtedness in substantially the same form as the copy attached hereto as Exhibit B. The purchase price of the TIF Indebtedness shall be offset against the Grant described in Section 3.04 hereof.

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

### Section 3.03 Pledge of TIF Revenues.

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

### Section 3.04 Grant of Proceeds of TIF Indebtedness.

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

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

### Section 3.05 Creation of Fund.

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

## **ARTICLE IV**

### **OBLIGATIONS OF REDEVELOPER**

#### Section 4.01 Construction of Project; Insurance.

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

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

#### Section 4.02 Cost Certification.

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

#### Section 4.03 Costs.

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

- a. \$1,750 for legal expenses of Authority (Should this be \$1250 or is our price going up)
- b. \$1,000 for City administrative accounting of incremental tax payments.
- c. \$500 for Authority administrative fees.

Redeveloper understands that the law firm assisting with the issuance of the TIF Indebtedness represents the Authority and not the Redeveloper.

#### Section 4.04 No Discrimination.

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

#### Section 4.05 Pay Real Estate Taxes.

Redeveloper intends to create a taxable real property valuation of the Redevelopment Area and Project of One Hundred Ninety Thousand Dollars (\$190,000) no later than January 1, 2013. During the period that any TIF Indebtedness is outstanding, neither the Redeveloper, nor its assigns, will convey the Redevelopment Area on structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes; nor allow real estate taxes and assessments levied on the Redevelopment Area and Project to become delinquent during the term that any TIF Indebtedness is outstanding.

#### Section 4.07 Assignment or Conveyance.

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

#### Section 4.08 Purchase of TIF Indebtedness.

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

#### Section 4.09 Penal Bond.

The Redeveloper shall execute a penal bond for the Project with good and sufficient



surety to be approved by the Authority meeting the requirements of Section 18-2151, Reissue Revised Statutes of Nebraska, as amended, on or prior to its execution of this Contract.

#### Section 4.10 Immigration Status.

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

### **ARTICLE V**

#### **FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES**

##### Section 5.01 Financing.

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

### **ARTICLE VI**

#### **DEFAULT, REMEDIES; INDEMNIFICATION**

##### Section 6.01 General Remedies of Authority and Redeveloper.

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

##### Section 6.02 Additional Remedies of Authority

In the event that:

(a) the Redeveloper, on successor in interest, shall fail to complete the construction of the Project on or before January 1, 2015, or shall abandon construction work for any period of 90 days,

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

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

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

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

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

#### Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

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

#### Section 6.04 Forced Delay Beyond Party's Control.

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

#### Section 6.05 Limitations of Liability; Indemnification.

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

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

Redevelopment Contract or any other cause pertaining to the Project.

## ARTICLE VII

### MISCELLANEOUS

#### Section 7.01 Notice Recording.

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

#### Section 7.02 Governing Law.

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

#### Section 7.03 Binding Effect; Amendment.

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

#### Section 7.04 Third Party Enforcement.

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

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

ATTEST:

COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF  
GRAND ISLAND, NEBRASKA

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Chairman

Grand Island Habitat for Humanity

\_\_\_\_\_  
President

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF HALL)

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

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_, President of Grand Island Habitat for Humanity, on behalf  
of the company.

\_\_\_\_\_  
Notary Public

## EXHIBIT A

### DESCRIPTION OF REDEVELOPMENT AREA

- Lots 8, 9, 10, 11 and 12 Pleasant Hill Addition to the City of Grand Island.

A-I

EXHIBIT B

FORM OF TIF INDEBTEDNESS

Exhibit B

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (1933 ACT) AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT HERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND (THE AUTHORITY) PRIOR TO SUCH TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION, AN OPINION OF COUNSEL, SATISFACTORY TO THE AUTHORITY TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

UNITED STATES OF AMERICA  
STATE OF NEBRASKA  
COUNTY OF HALL

TAX INCREMENT REVENUE NOTE OF THE COMMUNITY  
AUTHORITY OF THE CITY  
OF GRAND ISLAND, NEBRASKA  
(HABITAT FOR HUMANITY PROJECT)

<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>	<u>Final Maturity Date</u>
\$66,000	0.00%	December 31, 2027

KNOW ALL PERSONS BY THESE PRESENTS: That the Community Redevelopment Authority of the City of Grand Island, Nebraska, hereby acknowledges itself to owe and for value received promises to pay, but only from the sources herein designated, to the registered holder hereof, the principal sum shown above in lawful money of the United States of America with such principal sum to become due on the maturity date set forth above, with interest at the rate of zero percent [0.00%] per annum on the unpaid balance. This Note is due and payable in full on December 31, 2027. This Note shall also be subject to mandatory partial redemption, without notice, on each June 1 and December 1, ("Payment Date") beginning June 1, 2014, from all funds available in the Debt Service Fund established by the Grand Island City Treasurer for the tax increment revenues pledged to payment of this Note, rounded down to the nearest one hundred dollars (which funds are referred to in this Note as "Available Funds"). Available Funds shall be applied to the prepayment of principal on each payment date and shall be remitted to the



registered owner of the Note. The payment of principal due upon the final maturity is payable upon presentation and surrender of this Note to the Treasurer of said Authority, as Paying Agent and Registrar for said Authority, at the offices of the Community Redevelopment Authority of the City of Grand Island at City Hall, in Grand Island, Nebraska. The payments of mandatory partial redemption of principal on each payment date (other than at final payment) will be paid when due by a check or draft mailed by said Paying Agent and Registrar to the registered owner of this Note, as shown on the books or record maintained by the Paying Agent and Registrar, at the close of business on the last business day of the calendar month immediately preceding the calendar month in which the payment date occurs, to such owner's address as shown on such books and records.

The Authority, however, reserves the right and option of prepaying principal of this Note, in whole or in part, from any available sources at any time at the principal amount thereof. Notice of any such optional prepayment shall be given by mail, sent to the registered owner of this Note at said registered owner's address. The principal of this Note shall be subject to mandatory redemptions made in part on any payment date, as set forth in this Note, from available funds without any requirement for notice.

This Note is the single Note in the total principal amount of Sixty Six Thousand and no one hundredths Dollars (\$66,000.00) issued by the Authority for the purpose of paying the costs of redevelopment of certain real estate located in the City of Grand Island, as designated in that redevelopment plan amendment recommended by the Authority and approved by the City Council of the City of Grand Island, Nebraska, (the "Plan"), all in compliance with Article 21 of Chapter 18, Reissue Revised Statutes of Nebraska, 2007, as amended, and has been duly authorized by resolution passed and approved by the governing body of the Authority (the "Resolution").

This Note constitutes a limited obligation of the Authority payable exclusively from that portion of the ad valorem real estate taxes mentioned in subdivision (1) of Section 18-2147, R.R.S. Neb. 2007, as levied, collected and apportioned from year to year with respect to certain real estate located within the "Project" (as defined in the Redevelopment Contract). Pursuant to Section 18-2150, R.R.S. Neb. 2007, said portion of taxes has been pledged for the payment of this Note, as the same become subject to mandatory redemption. This Note shall not constitute a general obligation of the Authority and the Authority shall be liable for the payment thereof only out of said portion of taxes as described in this paragraph. This Note shall not constitute an obligation of the State of Nebraska or of the City or Grand Island (except for such receipts as have been pledged pursuant to Section 18-2150 R.R.S. Neb. 2007) and neither the State or Nebraska nor the City of Grand Island shall be liable for the payment thereof from any fund or source including but not limited to tax monies belonging to either thereof (except for such receipts as have been pledged pursuant to Section 18-2150 R.R.S. Neb. 2007). Neither the members of the Authority's governing body nor any person executing this Note shall be liable personally on this Note by reason of the issuance hereof.

This Note is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender of this Note for notation of transfer as provided on the reverse hereof and subject to the conditions provided

for established by the Authority. The Authority, the Paying Agent and Registrar and any other person may treat the person whose name this Note is registered as the absolute owner hereof for the purposes of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this Note be overdue or not.

THIS NOTE MAY ONLY BE TRANSFERRED TO PERSONS OR ENTITIES DELIVERING AN INVESTMENT LETTER TO THE PAYING AGENT AND REGISTRAR CONFORMING TO REQUIREMENTS ESTABLISHED BY THE AUTHORITY.

If the day for payment of the principal of this Note shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Grand Island, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

THE PRINCIPAL AND INTEREST DUE ON THIS NOTE SHALL BE REDUCED TO ZERO AFTER ALL AVAILABLE FUNDS PLEDGED TO THIS NOTE HAVE BEEN PAID TO THE HOLDER HEREOF REGARDLESS OF WHETHER SUCH PAYMENTS ARE SUFFICIENT TO AMORTIZE THE ORIGINAL PRINCIPAL AND INTEREST HEREON. "AVAILABLE FUNDS" IN THIS REGARD SHALL MEAN ALL INCREMENTAL AD VALOREM TAXES RELATED TO THE PROJECT WHICH BECOME DELINQUENT PRIOR TO JANUARY 1, 2027.

IN WITNESS WHEREOF, the Chair and Secretary of the Community Redevelopment Authority of the City of Grand Island have caused this Note to be executed on behalf of said Authority by being signed by the Chair and Secretary and by causing the official seal of said Authority to be affixed hereto, all as of the date of issue shown above.

Delivered this \_\_\_\_th day of \_\_\_\_\_, 2012.

COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF  
GRAND ISLAND, NEBRASKA

:

By: \_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Secretary

### PROVISION FOR REGISTRATION

The ownership of this Note shall be registered as to both principal and interest on the books and records of the Community Redevelopment Authority of the City of Grand Island, Nebraska, kept by the Paying Agent and Registrar identified in the foregoing Note, who shall make notation of such registration in the registration blank below, and the transfer of this Note may thereafter be registered only upon an assignment duly executed by the registered owner or such owner's attorney or legal representative, in such form as shall be satisfactory to said Paying Agent and Registrar, such registration of transfer to be made on such books and endorsed hereon by said Paying Agent and Registrar

Date of Registration	Name of Registered Owner	Signature of Paying Agent and Registrar
_____, 2012	Grand Island Habitat for Humanity	_____

B- 1

## EXHIBIT C

### PROJECT COSTS

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

1. Existing building rehabilitation	\$47,673
2. Demolition & site preparation	\$19,000
3. Authority costs	\$ 2,750
4. Engineering	\$ 1,500
5. Administrative fee City	<u>\$ 500</u>
TOTAL	\$71,513 (exceeds TIF proceeds)



# **City of Grand Island**

**Tuesday, October 23, 2012**

**Council Session**

## **Item E4**

**Public Hearing on Amendment to the Redevelopment Plan Area 2  
Located at 1112 South Locust Street**

**Staff Contact: Chad Nabity**

# **Council Agenda Memo**

**From:** Chad Nabity, AICP

**Meeting:** October 23, 2012

**Subject:** Amendment to Redevelopment Plan for CRA Area #2

**Item #'s:** E-4 & I-3

**Presenter(s):** Chad Nabity, AICP CRA Director

## **Background**

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

The developer intends to use Tax Increment Financing to aid in renovation of the existing retail space at this site. This project would not be possible without the use of TIF. The property is located within Redevelopment Area #2 at 1135 South Locust Street, Lot 1 of Dowd Subdivision, in the City of Grand Island, Hall County Nebraska.

The CRA reviewed the proposed development plan on September 19<sup>th</sup>, 2012 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on October 3<sup>rd</sup>, 2012. The CRA also sent notification to the City Clerk of their intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on October 3<sup>rd</sup>, 2012. The Planning Commission approved Resolution 2013-01 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island.

## **Discussion**

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

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area #2 and authorizes the CRA to execute a contract for TIF based on the plan amendment. This includes the renovation existing retail space along South Locust north of the Central Nebraska Health Department along with development of a 3 unit apartment building facing Pine Street on the same property. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for as eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. The total tax increment financing allowed for this project may not exceed \$160,000 during this 15 year period.

## **Alternatives**

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

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

## **Recommendation**

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

## **Sample Motion**

Move to approve the resolution as submitted.

**Redevelopment Plan Amendment  
Grand Island CRA Area #2  
August 2012**

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

**Executive Summary:  
Project Description**

THE RENOVATION OF THE EXISTING COMMERCIAL BUILDING AT 1135 SOUTH LOCUST STREET ALONG WITH THE CONSTRUCTION OF A THREE-DWELLING UNIT APARTMENT BUILDING ON ADJACENT PROPERTY TO THE EAST FRONTING ONTO PINE STREET AND THE SUBSEQUENT SITE WORK, UTILITY, ENGINEERING, LANDSCAPING AND PARKING IMPROVEMENTS NECESSARY FOR THE RENOVATION AT THIS LOCATION.

The developer intends to use Tax Increment Financing to aid in renovation of the commercial building on South Locust Street. The developer will be building a three unit apartment building on the side of the block that is primarily residential development. The increment from the new construction will be used to make the improvements to the existing commercial building. This project would not be possible in an affordable manner without the use of TIF.

The site is owned by the developer. All site work, demolition and utilities will be paid for by the developer. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the acquisition, site work and remodeling. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2015 towards the allowable costs and associated financing for the acquisition and site work.

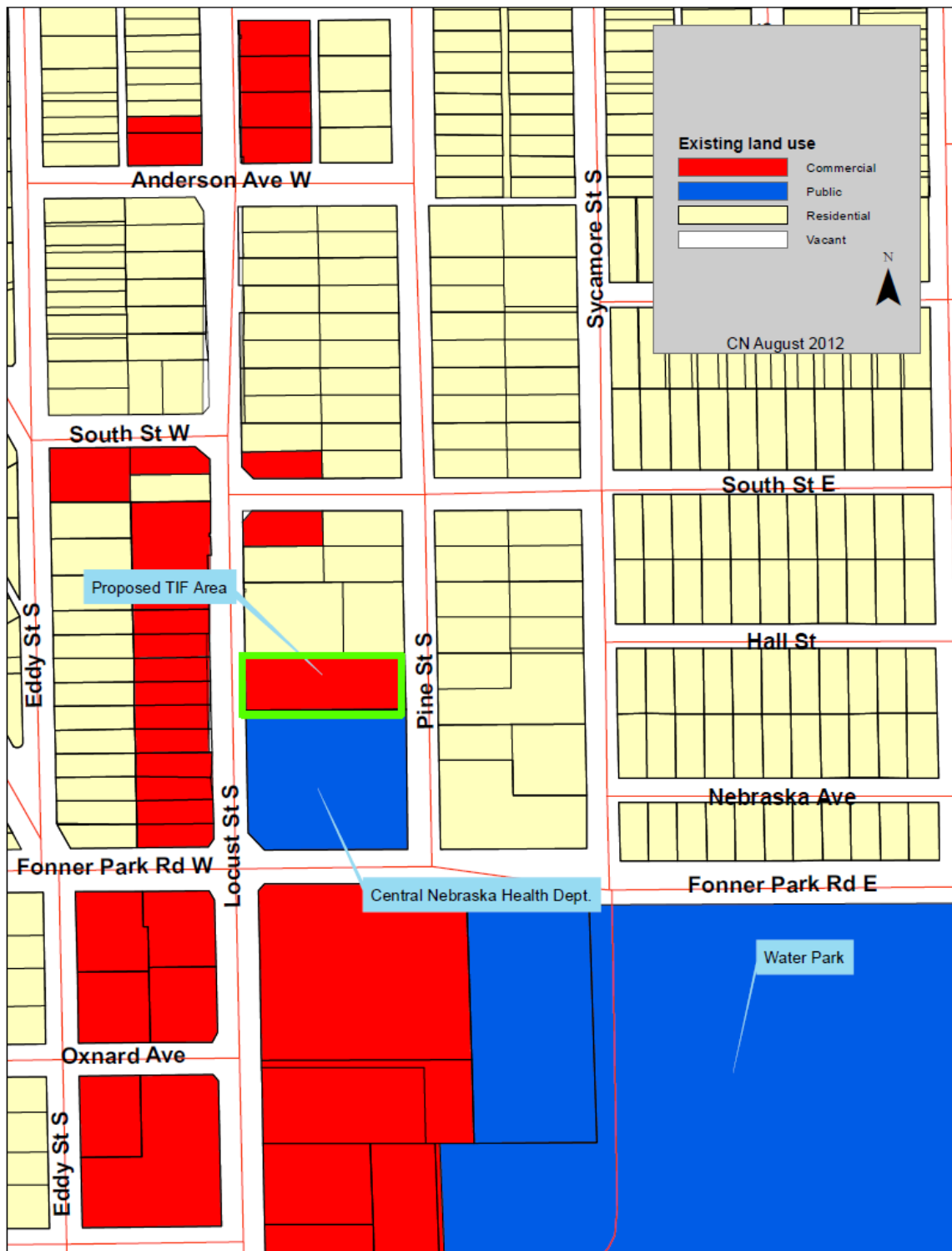
**TAX INCREMENT FINANCING TO PAY FOR THE ACQUISITION OF THE PROPERTY AND RELATED SITE WORK WILL COME FROM THE FOLLOWING REAL PROPERTY:**

**Property Description (the “Redevelopment Project Area”)**

This property is located just north of the Central Nebraska Health Department on the between South Locust Avenue and Pine Street in southern Grand Island. The attached map identifies the subject property and the surrounding land uses:

- **Legal Descriptions** Lot 1 of Dowd Subdivision, in the City of Grand Island, Hall County Nebraska.





**The tax increment will be captured for the tax years the payments for which become delinquent in years 2015 through 2029 inclusive.**

**The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The increase will come from rehabilitation of the hotel convention center property and development of a national chain restaurant at this location.**

**Statutory Pledge of Taxes.**

Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property in the Redevelopment Project Area shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall be January 1, 2014.

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

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

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

Redevelopment Plan Amendment Complies with the Act:

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

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

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

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

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

***a. Land Acquisition:***

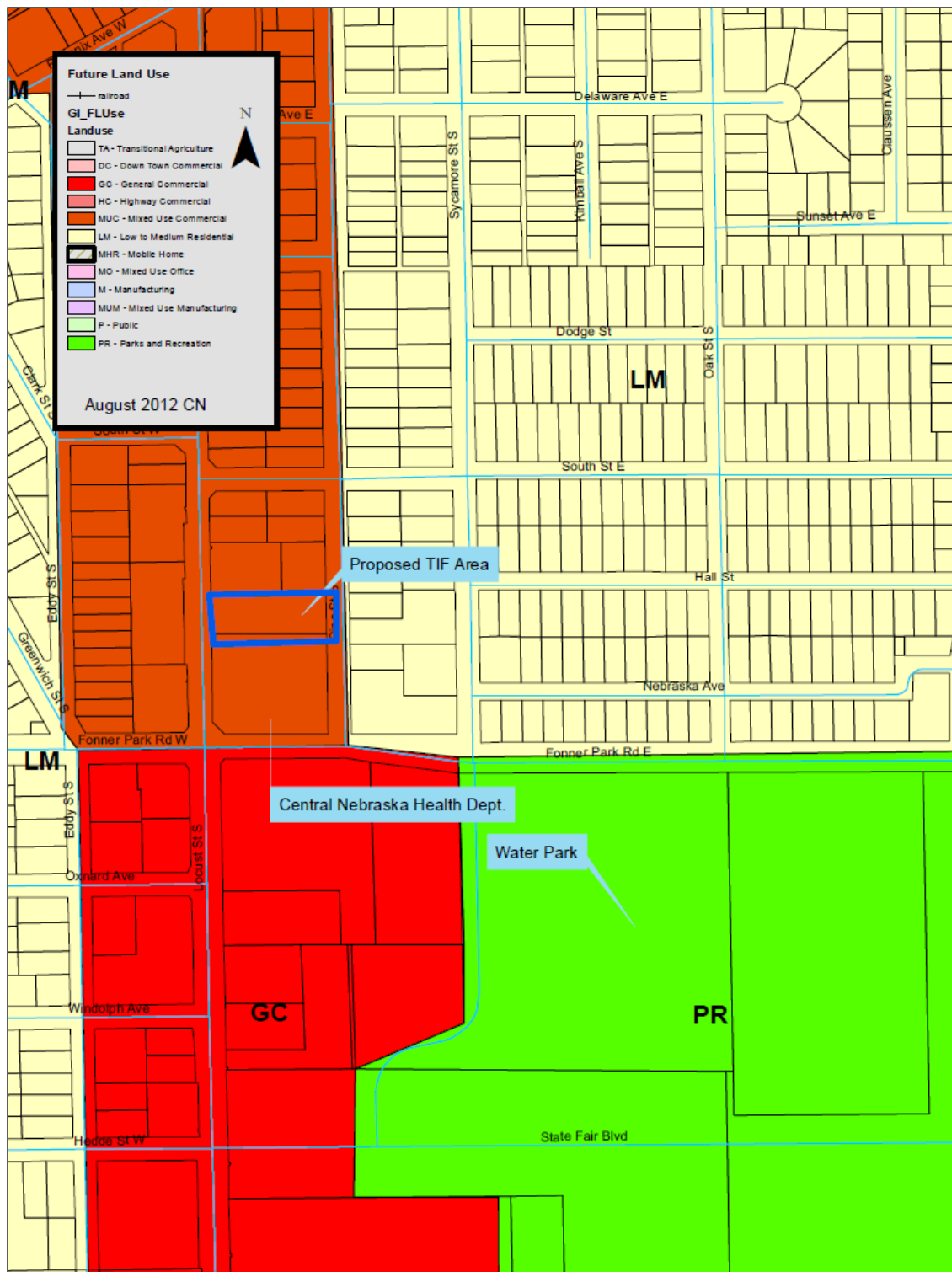
The Redevelopment Plan for Area #2 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority and no additional acquisition proposed by the developer.

***b. Demolition and Removal of Structures:***

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

***c. Future Land Use Plan***

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



City of Grand Island Future Land Use Map

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

The area is zoned B2-AC General Business zone with an Arterial Commercial Overlay along the Locust side and R3-Medium Density Residential along the Pine Street side. No zoning changes are anticipated with this project. No changes are anticipated in street layouts or grades. No changes are anticipated in building codes or ordinances. Nor are any other planning changes contemplated. The proposed uses for commercial retail/office space in the existing building and multi-family residential along Pine Street are permitted in the current zoning districts. [§18-2103(b) and §18-2111]

***e. Site Coverage and Intensity of Use***

The developer is proposing rehabilitate the existing structure a conforming structure and use in the B2-AC zoning district. The R-3 zoning district allows for the development of 1 dwelling unit for each 3000 square feet of lot space. Approximately 14,300 square feet of the property is zoned R3 so there is sufficient property to support the development of a 3-plex. [§18-2103(b) and §18-2111]

***f. Additional Public Facilities or Utilities***

This site has full service to municipal utilities. No utilities would be impacted by the development.

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

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

**4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation.**

This property, owned by the developer is currently vacant commercial space in poor condition. The proposed use of this property would continue as a commercial rental space with the addition of residential uses along the east side. No individuals or families will be relocated as a result of this project. [§18-2103.02]

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

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

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

The developer has owned the property for since 20???. The cost of property acquisition is not being included as a TIF eligible expense. Costs for rehabilitation of the existing commercial structure are estimated at \$150,000. Soft costs including: Architectural/Engineering, Financing, Legal and Audit costs total \$2500. Fees and reimbursement to the City and the CRA of \$6,500 are included as a TIF eligible expense. The developer will also have costs associated with site preparation and utility connections for the residential development. The total eligible costs will exceed \$160,000.

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

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

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of \$159,738 from the proceeds of the TIF Indebtedness issued by the Authority. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2015 through December 31, 2029.

***c. Statement of feasible method of relocating displaced families.***

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

**7. Section 18-2113 of the Act requires:**

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

The Authority has considered these elements in proposing this Plan Amendment. This amendment, in and of itself will promote consistency with the Comprehensive Plan, in that it will allow for the utilization of and redevelopment of commercial lots. This will not significantly impact traffic on at the intersection of South Locust or on Pine Street.

Renovated commercial development will raise property values and provide a stimulus to keep surrounding properties properly maintained. The development of multi-family residential on this property is consistent with the property developed by Goodwill Industries to the south and east of site and will provide a buffer between the commercial space and the single family residential to the north and east. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions.

## **8. Time Frame for Development**

Development of this project (including demolition, site preparation and new construction) is anticipated to be completed between January 2013 and December of 2013. Excess valuation should be available for this project for 15 years beginning with the 2014 tax year.

## **9. Justification of Project**

The South Locust Corridor is a major entrance for the City of Grand Island from Interstate 80. The Heartland Events Center, the State Fair Park and associated buildings and other attractions are all located along South Locust. The South Locust Business Improvement District and City of Grand Island have spent a considerable amount of money on landscaping and aesthetic treatments along this corridor. The City has codified those improvements as development occurs south of the U.S. 34 and Locust. This is a gateway to the community and for many people from outside the area is what they will use to judge our City. Significant investments have been made by the developer in properties along the west side of Locust and by the Central Nebraska Health Department in their Building. Goodwill Industries has invested federal grant dollars in housing in this neighborhood. The existing commercial building is negatively impacting the area and the property values in the area. Renovation of this building is a significant improvement that will increase the marketability adjoining properties and provide appropriate commercial uses along this corridor.

Grand Island is always in need of additional quality housing units. The development of three rental units will provide a buffer between the commercial space and the existing single family residential. This is infill development with all necessary utilities and public improvements needed to support the development.

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

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

The redevelopment project area currently has an estimated valuation of \$90,150. The proposed renovation of the existing commercial building will result in an estimated additional \$93,600 of taxable valuation based on an analysis by the Hall County Assessor's office. The multi-family residential will add an additional \$391,981 of

taxable valuation according to estimates provided by the Hall County Assessor's office. The total tax increment created by this project is \$485,600. No tax shifts are anticipated from the project. The project creates additional valuation that will support taxing entities long after the project is paid off.

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

No additional public service needs have been identified. Existing water and waste water facilities will not be impacted by this development. The electric utility has sufficient capacity to support the development. It is not anticipated that this will impact schools. Fire and police protection are available and should not be impacted by this development.

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

The proposed facility will provide jobs for persons employed by the contractors that will be involved with the project. It will result renovated commercial space along South Locust and additional housing units within the City.

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

This should not have any measurable negative impacts on other employers or employees in the city. Potential positive impacts include additional housing close to the South Locust commercial strip. This may provide quality decent housing for employees of South Locust businesses within walking distance of work.

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

This will improve South Locust near the entrance to Fonner Park and the State Fair. Grand Island is always in need of additional quality housing. These three units will provide additional new housing near one of our major commercial strips.

**Time Frame for Development**

Development of this project is anticipated to be completed during between January 1, 2013 and December 31 of 2013. The base tax year should be calculated on the value of the property as of January 1, 2013. Excess valuation should be available for this project for 15 years beginning in 2014. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years or an amount not to exceed \$159,738 the projected amount of increment based upon the anticipated value of the project and current tax rate.



Based on the estimates of the expenses of the cost of renovation, site preparation, engineering, expenses and fees reimbursed to the City and CRA, and financing fees the developer will spend over \$160,000 on TIF eligible activities.

**See Attached Building Plans (with TIF application)**



## BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

### Project Redeveloper Information

- I. Business Name: Auto One Inc.
- Address: 1112 S. Locust, Grand Island NE 68801
- Telephone No.: 308.380.6876 Fax No.: 308.675.1478
- Contact: Gary Jacobsen

II. Brief Description of Applicant's Business:

Auto One Inc. sales, finances and services used automobiles. Auto One has locations in Grand Island, Kearney and North Platte. Auto One is one of the largest independent dealers of used cars in the state of Nebraska. Auto One employs over 20 people.

III. Present Ownership Proposed Project Site: 1135 S locust, Grand Island

The blighted property was purchased by Auto One Inc on June 18, 2012

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

The 30,160 sq ft property has a 3,000 sq ft metal building which is in substandard condition. Auto One purchased the blighted property which is located across the street from our retail and service location in Grand Island. We believe it is in Auto One's and the City of Grand Island's best interest for us to develop the distressed property to help stabilize the blighted area. Auto One plans to completely remodel the metal building. Including a new facade, store front and landscaping. We also plan to remodel the interior including electric, Plumbing and HVAC.

The property will also be subdivided and multi-family housing will be added on Pine street.

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

VI. Estimated Project Costs:

Acquisition Costs:

A. Land	\$ <u>70,273</u>
B. Building	\$ <u>19,727</u>

Construction Costs:

A. Renovation or Building Costs:	\$ <u>541,981</u>
B. On-Site Improvements:	\$ <u>20,000</u>

Soft Costs:

A. Architectural & Engineering Fees:	\$ <u>800.00</u>
B. Financing Fees:	\$ <u>200.00</u>
C. Legal/Developer/Audit Fees:	\$ <u>1500.00</u>
D. Contingency Reserves:	\$ <u>10,000.00</u>
E. Other (Please Specify)	\$ <u>0.00</u>

TOTAL \$ 664,481.00

VII. Total Estimated Market Value at Completion: \$ 575,747.00

VIII. Source of Financing:

A. Developer Equity:	\$ <u>90,000.00</u>
B. Commercial Bank Loan:	\$ <u>574,481.00</u>
C. Tax Credits:	
1. N.I.F.A.	\$ <u>0.00</u>
2. Historic Tax Credits	\$ <u>0.00</u>
D. Industrial Revenue Bonds:	\$ <u>0.00</u>
E. Tax Increment Assistance:	\$ <u>159,738.00</u>

F. Other

\$ 0.00

## IX. Name, Address, Phone &amp; Fax Numbers of Architect, Engineer and General Contractor:

Terry Aldrich - Steel Crafters 1515 W. North Front, Grand Island NE 68801  
308.389.3033 fax 308.385.4762

Gary Jacobsen - Auto One 1112 S Locust, Grand Island NE 68801  
308.380.6876 fax 308.675.1478

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

Estimated Assessors value \$575,747.00 x .0219234 = \$12,622.33

## XI. Project Construction Schedule:

A. Construction Start Date: 10/01/12B. Construction Completion Date: 04/01/13

C. If Phased Project:

\_\_\_\_\_ Year \_\_\_\_\_ % Complete

\_\_\_\_\_ Year \_\_\_\_\_ % Complete

## XII. Please Attach Construction Pro Forma

## XIII. Please Attach Annual Income &amp; Expense Pro Forma

(With Appropriate Schedules)

TAX INCREMENT FINANCING REQUEST INFORMATION

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

Auto One is requesting \$159,738 in Tax Increment Financing over 15 years  
to help offset development costs.

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

**Auto One does not believe that the project would be fiscally feasible without Tax Increment Financing.**

**The estimated value of the property and estimated cash flow will not support the total amount of capital invested.**

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

**In the last five years Auto One has had commercial developments in Kearney, North Platte and Grand Island. This is the first time Auto One has requested Tax Increment Financing for any project. The most recent project was the Auto One Service Center on South Locust. The Service Center was built by Steel Crafters 308.389.3033 fax 308.385.4762**

**The service center also added five jobs to the community of Grand Island.**

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

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

# HALL COUNTY ASSESSOR'S OFFICE

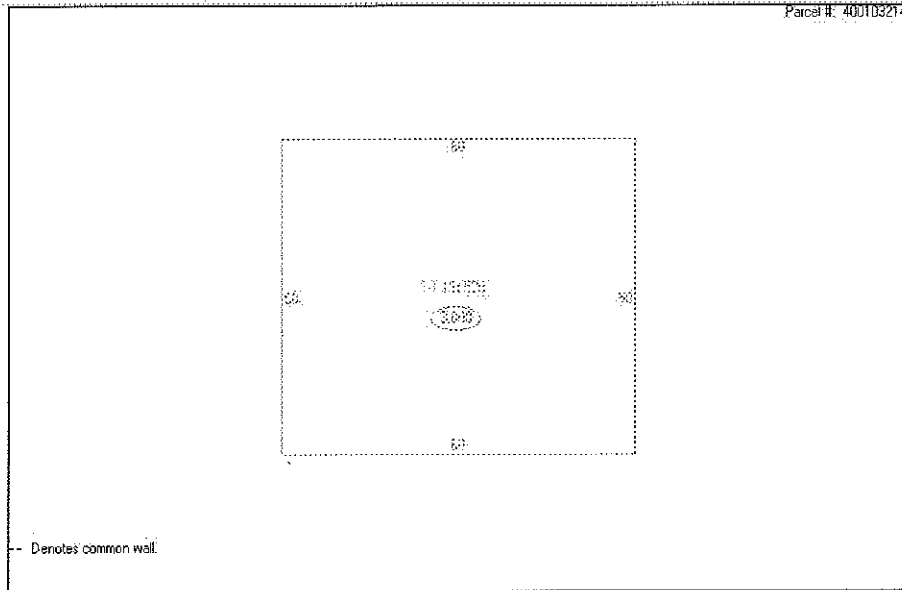


Commercial Property Record Card

TerraScan Inc.

Data Provided By: JANET L. PELLAND County Assessor. Printed on 07/19/2012 at 02:14:04P

Parcel Information				Ownership Information			
Parcel Number	400103214			Current Owner	AUTO ONE INC		
Map Number	3315-00-0-11740-000-0001						
Situs	1135 S LOCUST			Address	1112 S LOCUST ST		
Legal	DOWD SUB LT 1			City St. Zip	GRAND ISLAND, NE 68801-		
				Cadastral #	0002-0033-0052		
Property Data							
Neighborhood	315	Topography		Number of Units		30160	
Lot Width	104	Street		Unit Value		2.33	
Lot Depth	290	Utilities		Adjustment			
Units Buildable	30160	Amenities 1		Lot Value		70,273	
Value Method	SE	Amenities 2					



Building Data																
Bldg.	Sec.	Code	Description	Year	Cls.	Qual.	Cond.	Area	Perm.	Stor.	Hght.	Sec. RCN	Phys.	Func.	RCNLD	
1	1	406	WAREHOUSE, STORAGE	1987	S		200	20	3,000	220	1	12	93,240	43%	66%	18,070
1	1	528	SERVICE REPAIR-GARAGE	1987	S		200	20		220	1	12		69%	57%	
Cost Approach From Marshall & Swift								Potential Gross Income								
Total Building Area				3,000				Contract				Market				
Total Building RCN				93,240				Vacancy & Collection Loss				10.00% 2,400				
Total Refinements				Effective Income								21,600				
Total Replacement Cost New				93,240				Total Expenses				20.00% 4,320				
Total Phys. & Func. Depreciation				(75,170)				Net Operating Income				17,280				
RCN Less Phys. & Func.				18,070				Capitalization Rate				12.00%				
Economic Depreciation				-10%				Income Approach				144,000				
Accrued Economic depreciation				1,807				Final Value Reconciliation				90,150				
Total RCN Less Depreciation				19,877												
Additional Lump Sums																
Land Value				70,273												
Total Cost Value				90,150												
Value Per Res Unit																
Value Per Sq. Ft.				30.05				2012 Value								
*DATA USED FOR COST CALCULATIONS SUPPLIED BY MARSHALL & SWIFT which hereby reserves all right herein.																

*2012 Value*

# HALL COUNTY ASSESSOR'S OFFICE



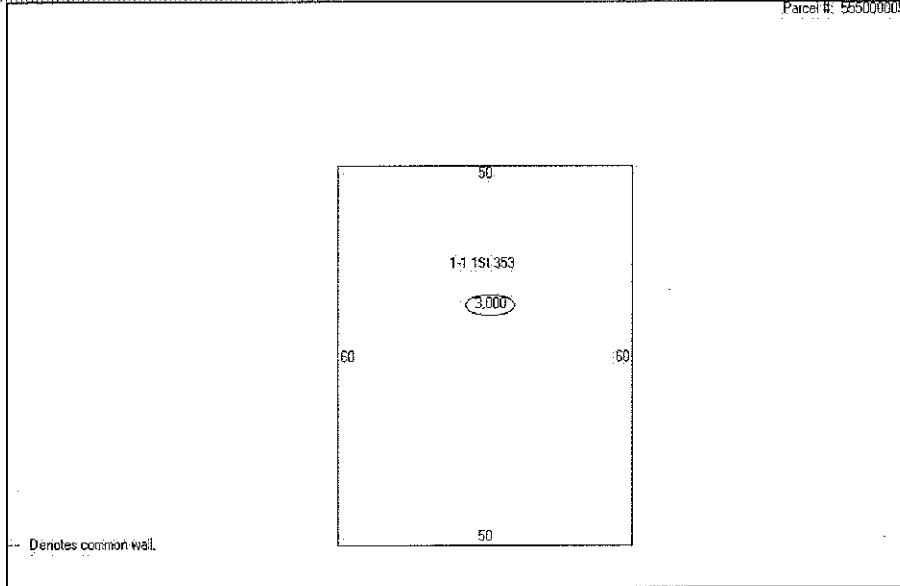
Commercial Property Record Card



Data Provided By: JANET L. PELLAND County Assessor. Printed on 07/19/2012 at 02:13:15P

Parcel Information		Ownership Information
Parcel Number	555000005	Current Owner
Map Number		Address
Situs		City St. Zip
Legal		Cadastral #

Property Data			
Neighborhood	315	Topography	Number of Units
Lot Width	104	Street	Unit Value
Lot Depth	290	Utilities	Adjustment
Units Buildable	30160	Amenities 1	Lot Value
Value Method	SF	Amenities 2	



Building Data													
Bldg.	Sec.	Code	Description	Year	Cls.	Qual.	Cond.	Area	Perm.	Stor.	Hght.	Sec. RCN	Phys. Func.
1	1	353	RETAIL STORE	1987	S		200	40	3,000	220	1	12	199,110
													43%
													113,493

Cost Approach From Marshall & Swift				Potential Gross Income			
Total Building Area	3,000					Contract	Market
Total Building RCN	199,110			Vacancy & Collection Loss			
Total Refinements				Effective Income			
Total Replacement Cost New	199,110			Total Expenses			
Total Phys. & Func. Depreciation	(85,617)			Net Operating Income			
RCN Less Phys. & Func.	113,493			Capitalization Rate			
Economic Depreciation				Income Approach			
Accrued Economic depreciation				Final Value Reconciliation			183,766
Total RCN Less Depreciation	113,493						
Additional Lump Sums							
Land Value	70,273						
Total Cost Value	183,766						
Value Per Res Unit							
Value Per Sq. Ft.	61.26						

\*DATA USED FOR COST CALCULATIONS SUPPLIED BY MARSHALL & SWIFT which hereby reserves all right herein.

*What If*

[illegible]

**TerraScan Inc.**

## Parcel information

## Ownership Information

Parcel Number	555000005
Map Number	
Situs	
Legal	

**Current Owner**

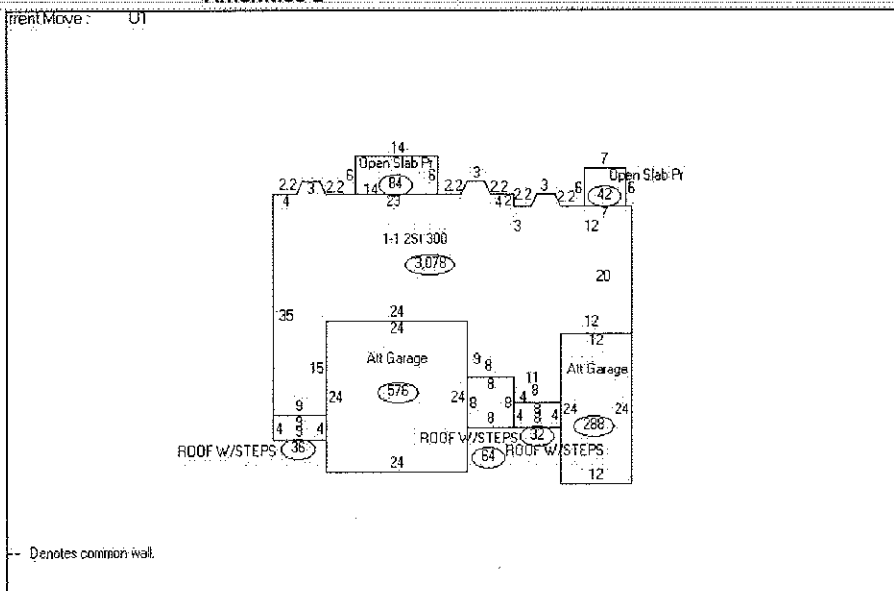
Address  
City St. Zip  
Cadastral #

## Property Data

Neighborhood	315
Lot Width	
Lot Depth	
Units Buildable	
Value Method	

Topography  
Street  
Utilities  
Amenities 1  
Amenities 2

Number of Units	Unit Value	Adjustment	Lot Value
1	100	0	100
2	100	0	200
3	100	0	300
4	100	0	400
5	100	0	500
6	100	0	600
7	100	0	700
8	100	0	800
9	100	0	900
10	100	0	1000
11	100	0	1100
12	100	0	1200
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25	100	0	2500
26	100	0	2600
27	100	0	2700
28	100	0	2800
29	100	0	2900
30	100	0	3000
31	100	0	3100
32	100	0	3200
33	100	0	3300
34	100	0	3400
35	100	0	3500
36	100	0	3600
37	100	0	3700
38	100	0	3800
39	100	0	3900
40	100	0	4000
41	100	0	4100
42	100	0	4200
43	100	0	4300
44	100	0	4400
45	100	0	4500
46	100	0	4600
47	100	0	4700
48	100	0	4800
49	100	0	4900
50	100	0	5000
51	100	0	5100
52	100	0	5200
53	100	0	5300
54	100	0	5400
55	100	0	5500
56	100	0	5600
57	100	0	5700
58	100	0	5800
59	100	0	5900
60	100	0	6000
61	100	0	6100
62	100	0	6200
63	100	0	6300
64	100	0	6400
65	100	0	6500
66	100	0	6600
67	100	0	6700
68	100	0	6800
69	100	0	6900
70	100	0	7000
71	100	0	7100
72	100	0	7200
73	100	0	7300
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90	100	0	9000
91	100	0	9100
92	100	0	9200
93	100	0	9300
94	100	0	9400
95	100	0	9500
96	100	0	9600
97	100	0	9700
98	100	0	9800
99	100	0	9900



## Building Data

Bldg.	Sec.	Code	Description	Year	Cls.	Qual.	Cond.	Area	Perm.	Stor.	Hght.	Sec. RCN	Phys.	Func.	RCNLD
1	1	300	APARTMENT	2012	D	300	40	3,078	225	2	24	365,420			365,420
1			OPEN SLAB PORCH	2012				84				427			427
1			OPEN SLAB PORCH	2012				42				231			231
1			ATTACHED GARAGE	2012				576				14,100			14,100
1			ATTACHED GARAGE	2012				288				8,412			8,412
1			SLAB W/ROOF & STEP	2012				36				967			967
1			SLAB W/ROOF & STEP	2012				64				1,553			1,553
1			SLAB W/ROOF & STEP	2012				32				871			871

### Cost Approach From Marshall & Swift

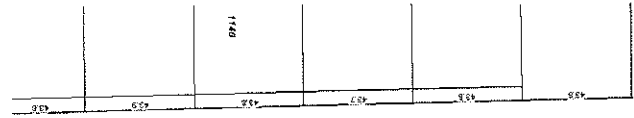
### Potential Gross Income

Total Building Area	3,078		Contract	Market
Total Building RCN	365,420	Vacancy & Collection Loss		
Total Refinements	26,561	Effective Income		
Total Replacement Cost New	391,981	Total Expenses		
Total Phys. & Func. Depreciation		Net Operating Income		
RCN Less Phys. & Func.	391,981	Capitalization Rate		
Economic Depreciation		Income Approach		
Accrued Economic depreciation		Final Value Reconciliation		391,981
Total RCN Less Depreciation	391,981			
Additional Lump Sums				
Land Value				
Total Cost Value	391,981			
Value Per Res Unit				
Value Per Sq. Ft.	127.35			

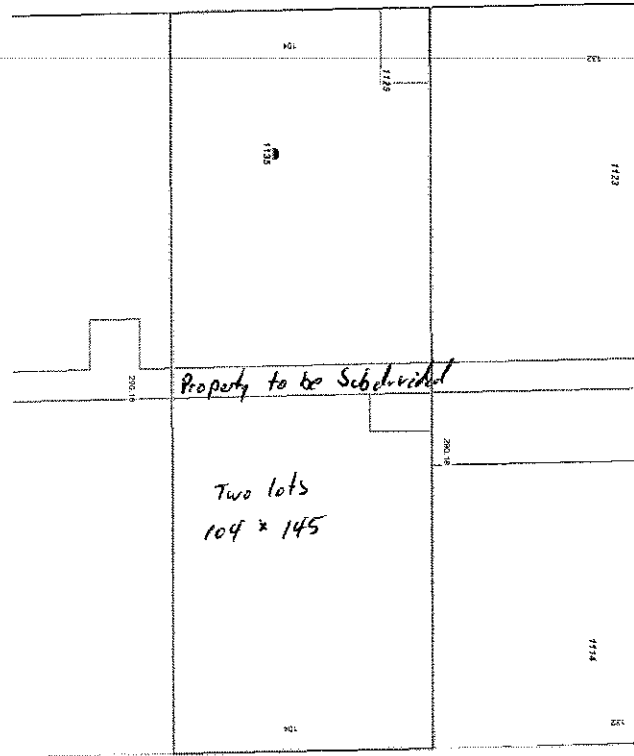
\*DATA USED FOR COST CALCULATIONS SUPPLIED BY MARSHALL & SWIFT which hereby reserves all right herein.

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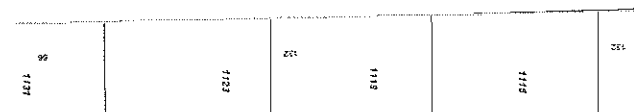




Plat No. 287



Plat No. 288



### Annual Income and Expense

#### Income

Rent Commercial building	\$36,000.00
<u>Rent Triplex</u>	<u>\$36,000.00</u>
	\$72,000.00
5% vacancy rate	<u>(\$3,300.00)</u>
Gross income	\$68,700.00

#### Expense

Debt service	\$51,953.00
(\$547,481 @ 5% for 15years)	
Water / sewer	\$3,600.00
Maintenance	\$2,800.00
Lawn care	\$ 960.00
Insurance	\$3,200.00
Property tax	\$12,622.00
<u>Advertising</u>	<u>500.00</u>
Total expense	\$ 75,635.00

Income \$68,700.00

Expense (75,635.00)

**Annual financial gap (\$6,935.00)**

Tax increment financing assistance \$ 10,649.00

**Cash flow after TIF \$3,714.00**

## Construction Cost Breakdown

### Commercial building

Commercial glass	\$19,270.00
Stucco/Stone	28,200.00
Façade	20,000.00
HVAC	12,000.00
Electric and lighting fixtures	21,000.00
Landscape	8,000.00
Asphalt	10,000.00
Plumbing	15,000.00
Interior doors	800.00
Gutters	200.00
Drywall and trim	6,200.00
Painting	1,800.00
Tiles and carpet	4,000.00
Other	3,530.00
Total	\$150,000.00

### Multifamily housing

Dirt work, foundation and backfill	\$25,679.00
Framing	61,149.00
Sheathing	10,583.00
Windows	10,975.00
Exterior doors	3,527.00
Interior doors and hardware	5,879.00
Stairs	3,135.00
Roof shingles	14,895.00
Siding	22,734.00
Gutters	1,567.00
Plumbing	35,278.00
Electric wiring	23,423.00
Lighting fixtures	4,311.00
HVAC	23,518.00
Insulation	5,879.00
Drywall	19,991.00
Painting	13,327.00
Cabinets & countertops	31,358.00
Appliances	11,759.00
Tiles and carpet	19,991.00
Trim	12,935.00
Landscape	12,543.00
Patio	3,527.00
Driveway	5,487.00
Other	8,531.00
Total	\$391,981.00

**Total construction cost \$541,981.00**



P.O. Box 909 • Kearney, NE 68848-0909 • 308-234-6171

July 9, 2012

Gary Jacobsen, President  
Auto One, Inc.  
1112 S Locust Street  
Grand Island, NE 68801

RE: 1135 South Locust  
Grand Island, NE

Gary:

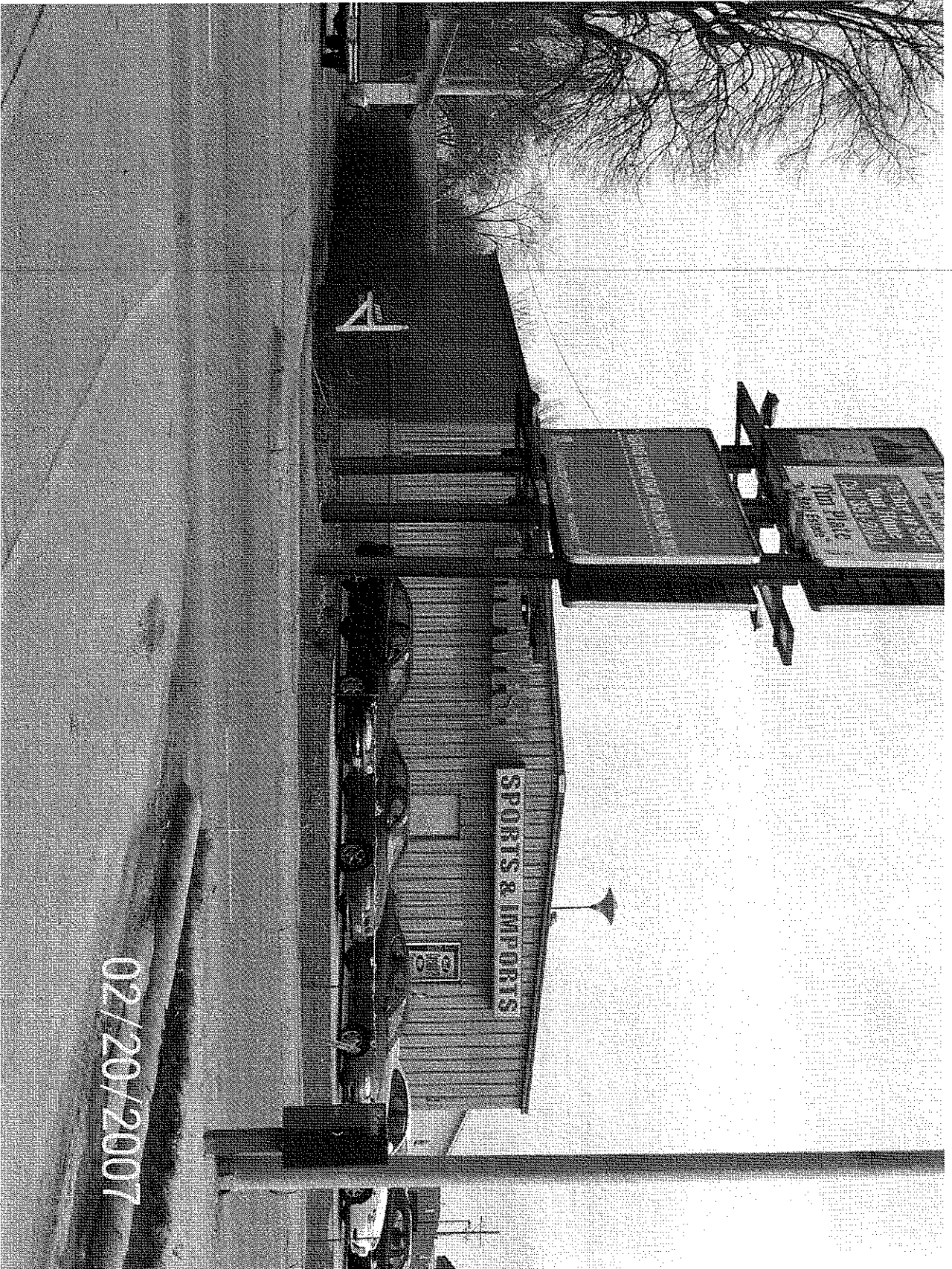
Five Points Bank commits to provide to Auto One Inc. (borrower) adequate loan funding to purchase the property located at 1135 South Locust in Grand Island and to rehab and improve the existing commercial structure and construct a multi-family rental facility at the same location.

This loan commitment is based on the following conditions:

- The improvement to the existing facility and the new construction are to be completed in accordance with the plans you submitted. Any major changes or alterations need prior approval of bank.
- Prior to loan funding, borrower to provide a projected report of income and expenses indicating a positive rental cash flow.

Five Points Bank and my self look forward t working with you on this project. Please contact me with any questions or comments.

Curt Bjornsen  
Five Points Bank  
308-698-3008



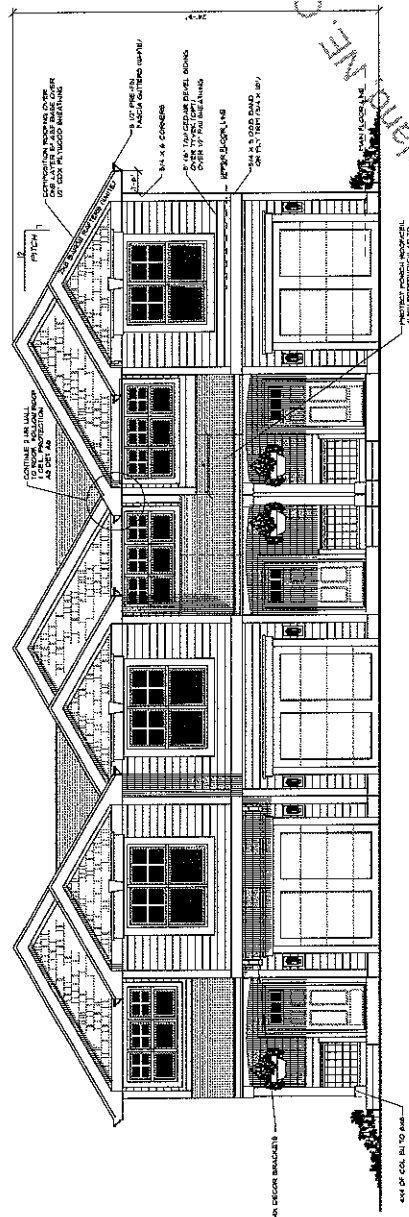
Before

1135 S Locust



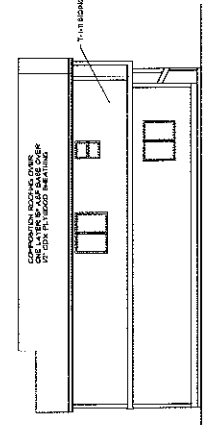
*After*

<http://is.123rf.com/400wm/400/400/lharn/lharn0901/lharn090100030/4228933-beige-store...> 7/16/2012



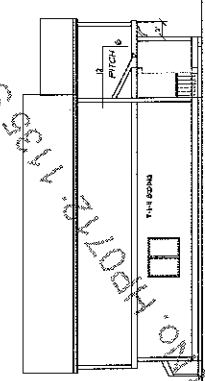
STREET ELEVATION

SCALE 1/4" = 1'-0"



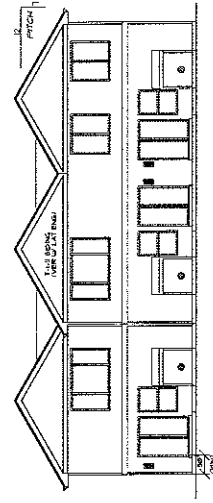
RIGHT ELEVATION

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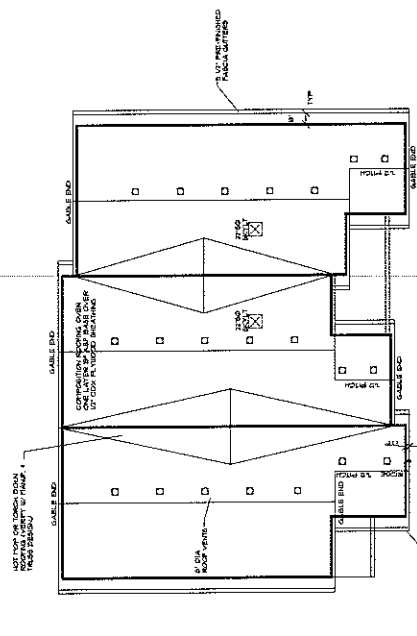
LEFT ELEVATION

SCALE 1/8" = 1'-0"



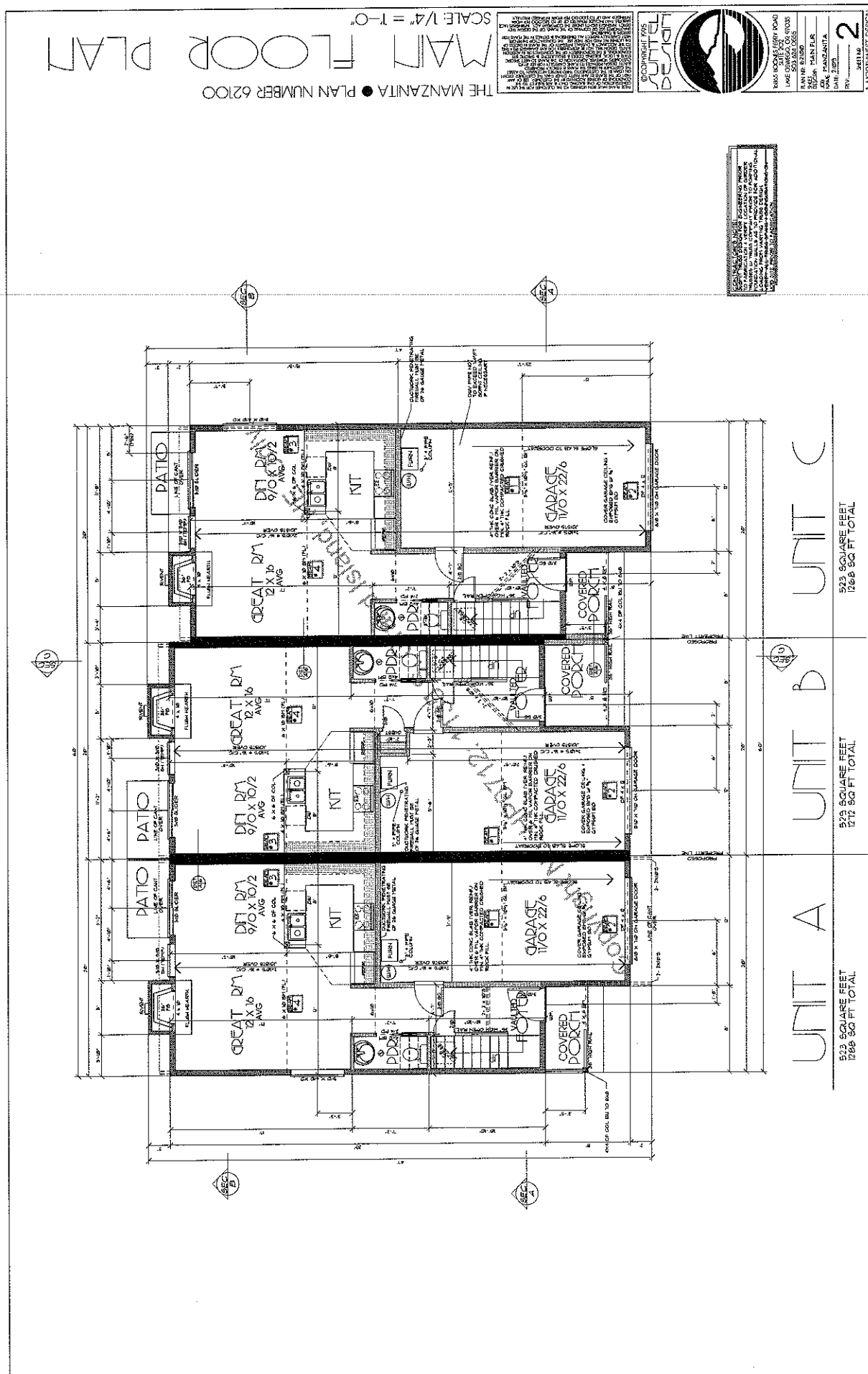
REAR ELEVATION

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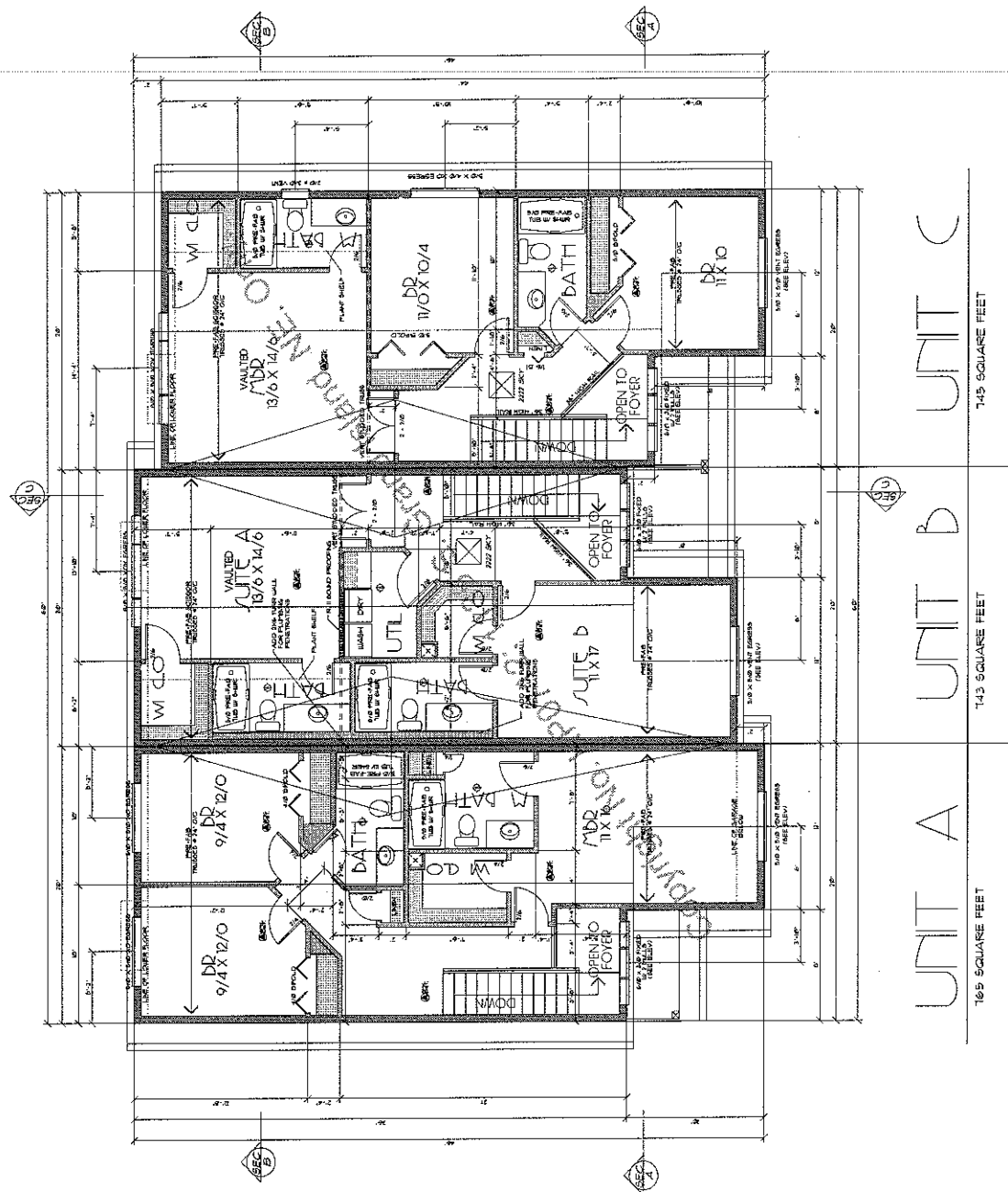
ROOF PLAN

SCALE 1/8" = 1'-0"





3000 PINEWOOD ROAD  
 SUITE 100  
 MANZANITA, CO 80548  
 (303) 541-1000  
 WWW.NORTHWESTDESIGN.COM  
 NORTHWEST DESIGN  
 ARCHITECTS  
 MANZANITA, CO  
 10/2012  
 REV. 10/2012  
 SET 14  
 3  
 A NORTHWEST DESIGN



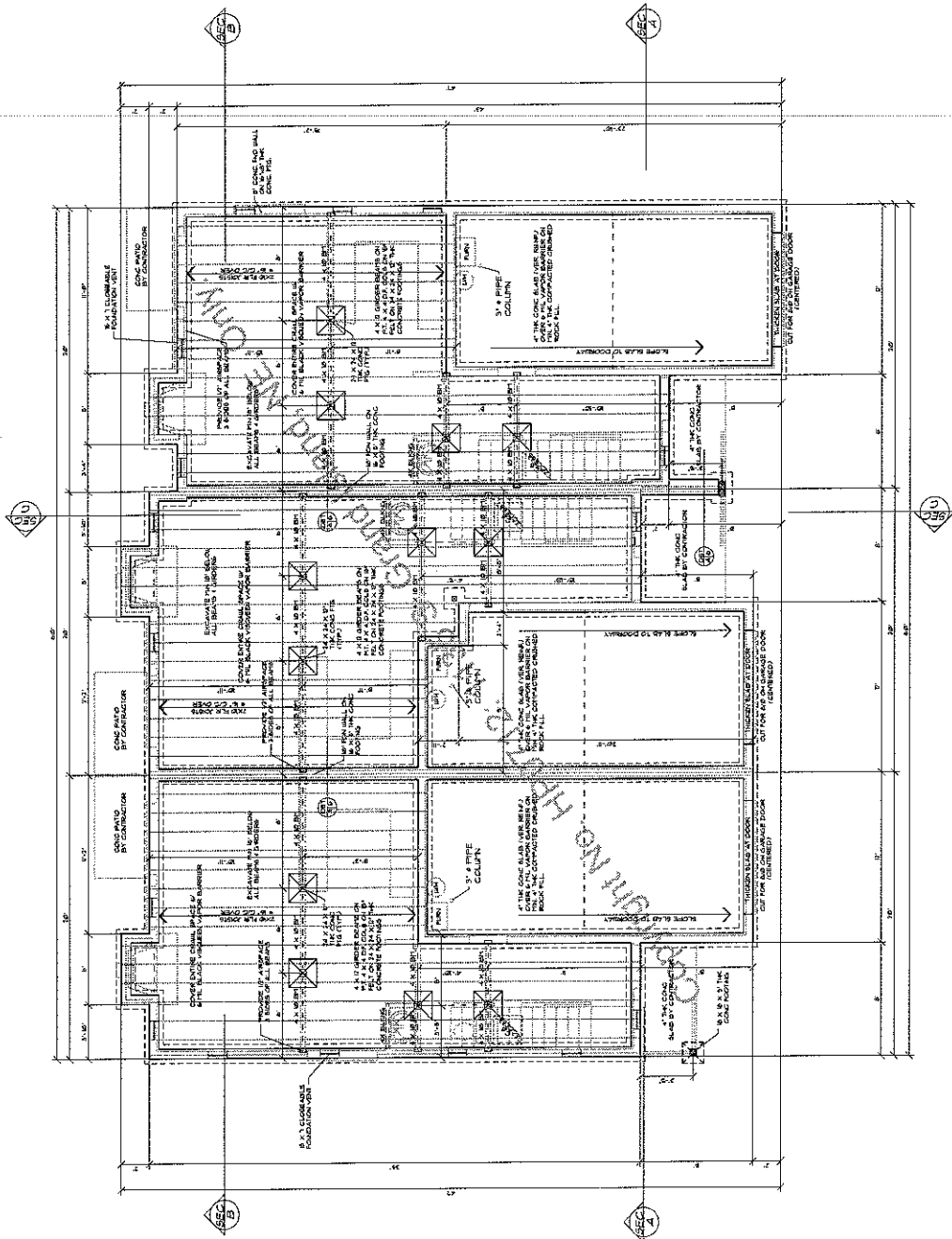
UNIT A 145 SQUARE FEET  
 UNIT B 145 SQUARE FEET  
 UNIT C 145 SQUARE FEET

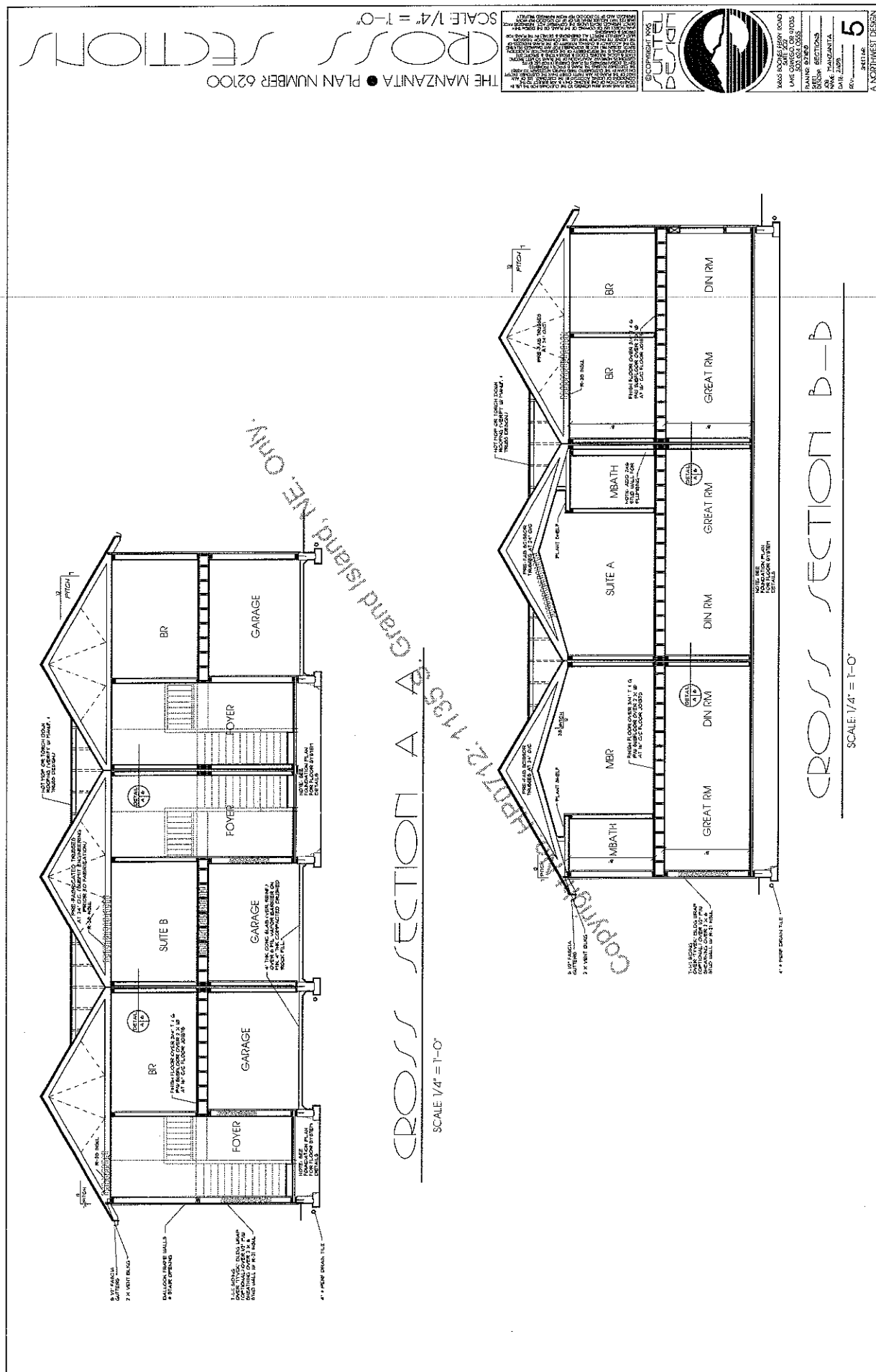
THE MANZANITA • PLAN NUMBER 62100  
 FOUNDATION PLAN  
 SCALE 1/4" = 1'-0"

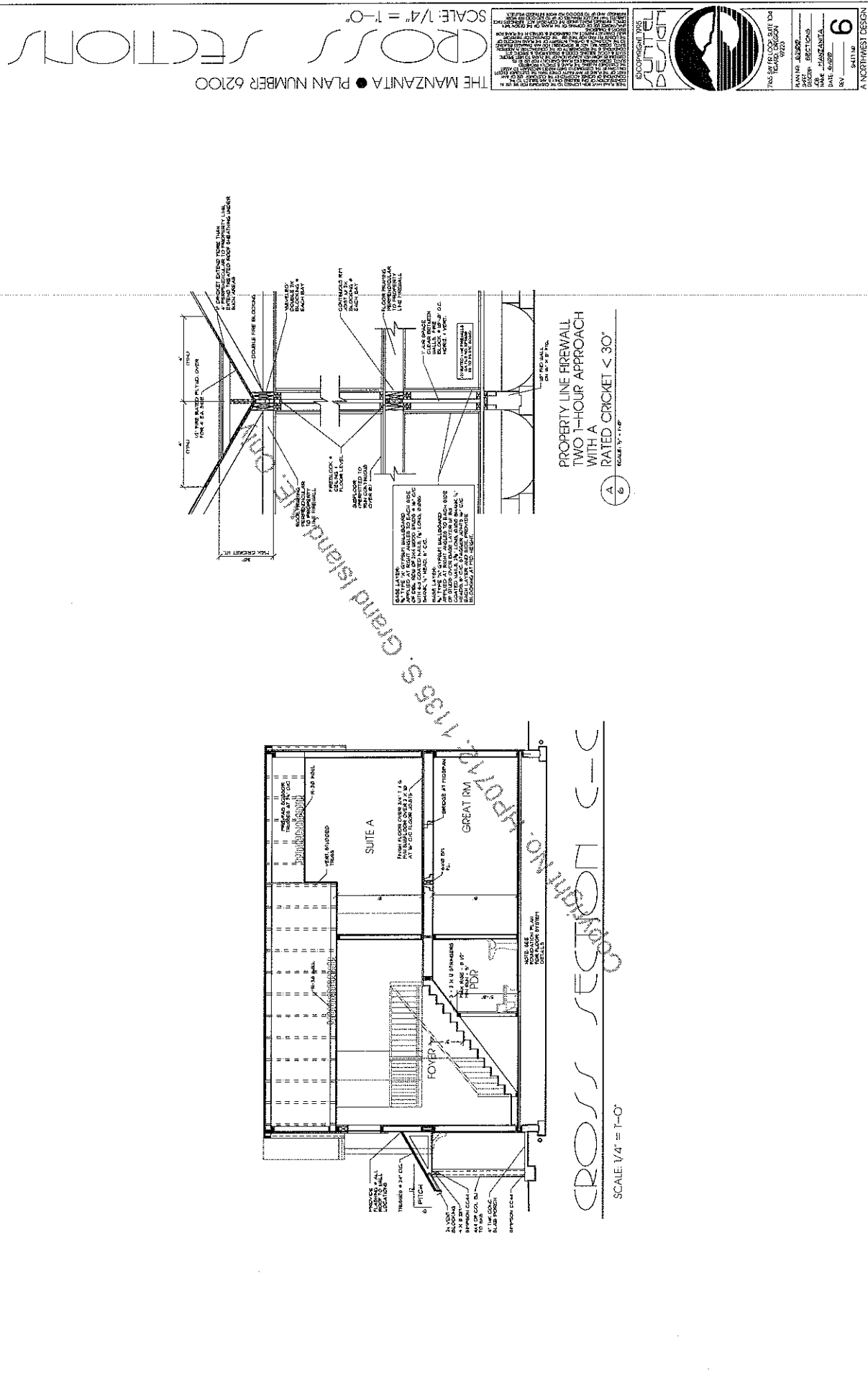
**DESIGNER**  
 NORTHWEST DESIGN  
 1405 BROADWAY, SUITE 200  
 SAN ANTONIO, TEXAS 78205  
 TEL: 214.222.1111  
 FAX: 214.222.1112  
 WWW.NORTHWESTDESIGN.COM

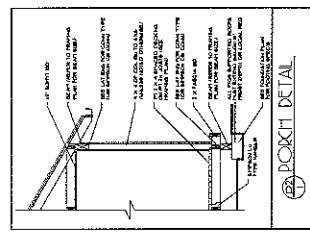
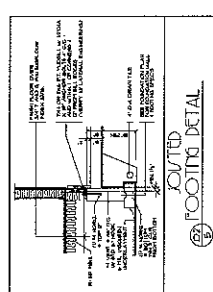
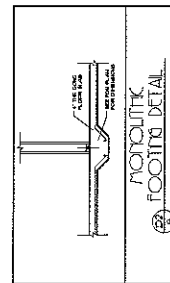
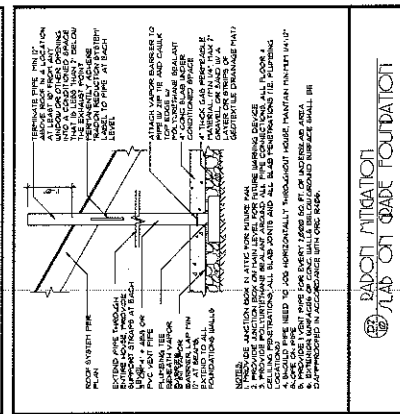
**CLIENT**  
 THE MANZANITA  
 1405 BROADWAY, SUITE 200  
 SAN ANTONIO, TEXAS 78205  
 TEL: 214.222.1111  
 FAX: 214.222.1112  
 WWW.NORTHWESTDESIGN.COM

**PROJECT**  
 FOUNDATION  
 DATE: 1/2013  
 REV: 4C  
 A NORTHWEST DESIGN









[illegible][illegible][illegible][illegible][illegible][illegible]

1. ALL BREASTING INFANTS ARE TO HAVE A BUNGE SPREAD WEIGHT OF LESS THAN 25 LBS. A DENSE RATING OF LESS THAN 100.
2. ALL BREASTING INFANTS ARE TO BE PROTECTED BY A 6" FIBERGLASS INSULATION FROM TOP OF CONC WALLS TO NOT LESS THAN 24" OF AIR SPACE.
3. ALL BREASTING INFANTS ARE TO BE INSULATED BY 2" OF INSULATION.
4. ALL BREASTING INFANTS ARE TO BE INSULATED BY 2" OF INSULATION.
5. ALL BREASTING INFANTS ARE TO BE INSULATED BY 2" OF INSULATION.
6. ALL BREASTING INFANTS ARE TO BE INSULATED BY 2" OF INSULATION.

## FLOOR PLAN NOTES

1. EACH BARRIEN TO HAVE A TRUST INDIGO DRIVING
2. 30' - 40' - 50' - 60' - 70' - 80' - 90' - 100' - 110' - 120' - 130' - 140' - 150' - 160' - 170' - 180' - 190' - 200' - 210' - 220' - 230' - 240' - 250' - 260' - 270' - 280' - 290' - 300' - 310' - 320' - 330' - 340' - 350' - 360' - 370' - 380' - 390' - 400' - 410' - 420' - 430' - 440' - 450' - 460' - 470' - 480' - 490' - 500' - 510' - 520' - 530' - 540' - 550' - 560' - 570' - 580' - 590' - 600' - 610' - 620' - 630' - 640' - 650' - 660' - 670' - 680' - 690' - 700' - 710' - 720' - 730' - 740' - 750' - 760' - 770' - 780' - 790' - 800' - 810' - 820' - 830' - 840' - 850' - 860' - 870' - 880' - 890' - 900' - 910' - 920' - 930' - 940' - 950' - 960' - 970' - 980' - 990' - 1000' - 1010' - 1020' - 1030' - 1040' - 1050' - 1060' - 1070' - 1080' - 1090' - 1100' - 1110' - 1120' - 1130' - 1140' - 1150' - 1160' - 1170' - 1180' - 1190' - 1200' - 1210' - 1220' - 1230' - 1240' - 1250' - 1260' - 1270' - 1280' - 1290' - 1300' - 1310' - 1320' - 1330' - 1340' - 1350' - 1360' - 1370' - 1380' - 1390' - 1400' - 1410' - 1420' - 1430' - 1440' - 1450' - 1460' - 1470' - 1480' - 1490' - 1500' - 1510' - 1520' - 1530' - 1540' - 1550' - 1560' - 1570' - 1580' - 1590' - 1600' - 1610' - 1620' - 1630' - 1640' - 1650' - 1660' - 1670' - 1680' - 1690' - 1700' - 1710' - 1720' - 1730' - 1740' - 1750' - 1760' - 1770' - 1780' - 1790' - 1800' - 1810' - 1820' - 1830' - 1840' - 1850' - 1860' - 1870' - 1880' - 1890' - 1900' - 1910' - 1920' - 1930' - 1940' - 1950' - 1960' - 1970' - 1980' - 1990' - 2000' - 2010' - 2020' - 2030' - 2040' - 2050' - 2060' - 2070' - 2080' - 2090' - 2100' - 2110' - 2120' - 2130' - 2140' - 2150' - 2160' - 2170' - 2180' - 2190' - 2200' - 2210' - 2220' - 2230' - 2240' - 2250' - 2260' - 2270' - 2280' - 2290' - 2300' - 2310' - 2320' - 2330' - 2340' - 2350' - 2360' - 2370' - 2380' - 2390' - 2400' - 2410' - 2420' - 2430' - 2440' - 2450' - 2460' - 2470' - 2480' - 2490' - 2500' - 2510' - 2520' - 2530' - 2540' - 2550' - 2560' - 2570' - 2580' - 2590' - 2600' - 2610' - 2620' - 2630' - 2640' - 2650' - 2660' - 2670' - 2680' - 2690' - 2700' - 2710' - 2720' - 2730' - 2740' - 2750' - 2760' - 2770' - 2780' - 2790' - 2800' - 2810' - 2820' - 2830' - 2840' - 2850' - 2860' - 2870' - 2880' - 2890' - 2900' - 2910' - 2920' - 2930' - 2940' - 2950' - 2960' - 2970' - 2980' - 2990' - 3000' - 3010' - 3020' - 3030' - 3040' - 3050' - 3060' - 3070' - 3080' - 3090' - 3100' - 3110' - 3120' - 3130' - 3140' - 3150' - 3160' - 3170' - 3180' - 3190' - 3200' - 3210' - 3220' - 3230' - 3240' - 3250' - 3260' - 3270' - 3280' - 3290' - 3300' - 3310' - 3320' - 3330' - 3340' - 3350' - 3360' - 3370' - 3380' - 3390' - 3400' - 3410' - 3420' - 3430' - 3440' - 3450' - 3460' - 3470' - 3480' - 3490' - 3500' - 3510' - 3520' - 3530' - 3540' - 3550' - 3560' - 3570' - 3580' - 3590' - 3600' - 3610' - 3620' - 3630' - 3640' - 3650' - 3660' - 3670' - 3680' - 3690' - 3700' - 3710' - 3720' - 3730' - 3740' - 3750' - 3760' - 3770' - 3780' - 3790' - 3800' - 3810' - 3820' - 3830' - 3840' - 3850' - 3860' - 3870' - 3880' - 3890' - 3900' - 3910' - 3920' - 3930' - 3940' - 3950' - 3960' - 3970' - 3980' - 3990' - 4000' - 4010' - 4020' - 4030' - 4040' - 4050' - 4060' - 4070' - 4080' - 4090' - 4100' - 4110' - 4120' - 4130' - 4140' - 4150' - 4160' - 4170' - 4180' - 4190' - 4200' - 4210' - 4220' - 4230' - 4240' - 4250' - 4260' - 4270' - 4280' - 4290' - 4300' - 4310' - 4320' - 4330' - 4340' - 4350' - 4360' - 4370' - 4380' - 4390' - 4400' - 4410' - 4420' - 4430' - 4440' - 4450' - 4460' - 4470' - 4480' - 4490' - 4500' - 4510' - 4520' - 4530' - 4540' - 4550' - 4560' - 4570' - 4580' - 4590' - 4600' - 4610' - 4620' - 4630' - 4640' - 4650' - 4660' - 4670' - 4680' - 4690' - 4700' - 4710' - 4720' - 4730' - 4740' - 4750' - 4760' - 4770' - 4780' - 4790' - 4800' - 4810' - 4820' - 4830' - 4840' - 4850' - 4860' - 4870' - 4880' - 4890' - 4900' - 4910' - 4920' - 4930' - 4940' - 4950' - 4960' - 4970' - 4980' - 4990' - 5000' - 5010' - 5020' - 5030' - 5040' - 5050' - 5060' - 5070' - 5080' - 5090' - 5100' - 5110' - 5120' - 5130' - 5140' - 5150' - 5160' - 5170' - 5180' - 5190' - 5200' - 5210' - 5220' - 5230' - 5240' - 5250' - 5260' - 5270' - 5280' - 5290' - 5300' - 5310' - 5320' - 5330' - 5340' - 5350' - 5360' - 5370' - 5380' - 5390' - 5400' - 5410' - 5420' - 5430' - 5440' - 5450' - 5460' - 5470' - 5480' - 5490' - 5500' - 5510' - 5520' - 5530' - 5540' - 5550' - 5560' - 5570' - 5580' - 5590' - 5600' - 5610' - 5620' - 5630' - 5640' - 5650' - 5660' - 5670' - 5680' - 5690' - 5700' - 5710' - 5720' - 5730' - 5740' - 5750' - 5760' - 5770' - 5780' - 5790' - 5800' - 5810' - 5820' - 5830' - 5840' - 5850' - 5860' - 5870' - 5880' - 5890' - 5900' - 5910' - 5920' - 5930' - 5940' - 5950' - 5960' -

LEWIS, COMPACT FLUORESCENT LAMPS  
FIRST WITH THIS REQUIREMENT.

LEWIS, COMPACT FLUORESCENT LAMPS  
FIRST WITH THIS REQUIREMENT.

IT FIT THEIR DESIGN FOR ENGINEERING PRIOR TO FABRICATION. A VASTLY LOCATION OF DIMENSIONS OF THEIR COMPONENTS PRIOR TO FORTING. ADDITIONAL ADVANTAGES OF THIS DESIGN:

- ALL PARTS BEING A COMPARISON ON A WHITE PRIOR TO FABRICATION.

**SECTION N1107**  
LIGHTING

A MINIMUM OF FIFTY PERCENT OF THE FUNDING IS CALLED LIGHTING.

IT FIT THEIR DESIGN FOR ENGINEERING PRIOR TO FABRICATION. A VASTLY LOCATION OF DIMENSIONS OF THEIR COMPONENTS PRIOR TO FORTING. ADDITIONAL ADVANTAGES OF THIS DESIGN:

- ALL PARTS BEING A COMPARISON ON A WHITE PRIOR TO FABRICATION.

**SECTION N1107**  
LIGHTING

A MINIMUM OF FIFTY PERCENT OF THE FUNDING IS CALLED LIGHTING.

[illegible][illegible]

NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	AMOUNT	DATE
1	TOPOGRAPHY TO PROBE VALLEY ON H.P. RAFTERS.	4.50	sq. ft.	1.00	1/20/14
2	TOPO. VAL.	2.50	sq. ft.	1.00	1/20/14
3	RAFTER TIES TO BUTTERES FACE	1.00	sq. ft.	1.00	1/20/14
4	BRICKS FOR WALLS	1.00	sq. ft.	1.00	1/20/14
5	BRICKS FOR WALLS	1.00	sq. ft.	1.00	1/20/14
6	BRICKS FOR WALLS	1.00	sq. ft.	1.00	1/20/14
7	BRICKS FOR WALLS	1.00	sq. ft.	1.00	1/20/14
8	BRICKS FOR WALLS	1.00	sq. ft.	1.00	1/20/14
9	BRICKS FOR WALLS	1.00	sq. ft.	1.00	1/20/14
10	BRICKS FOR WALLS	1.00	sq. ft.	1.00	1/20/14
11	BRICKS FOR WALLS	1.00	sq. ft.	1.00	1/20/14
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NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	AMOUNT	DATE
1	ROOF RAFTERS TO PROBE VALLEY ON H.P. RAFTERS.	4.50	sq. ft.	1.00	1/20/14
2	TOP VAL.	2.50	sq. ft.	1.00	1/20/14
3	RAFTER TIES TO BUTTERES FACE	1.00	sq. ft.	1.00	1/20/14
4	BRICKS FOR WALLS	1.00	sq. ft.	1.00	1/20/14
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# TRAINING NOTES

1. ALL INTERIOR WALLS AND CEILINGS SHALL BE FINISHED TO THE SATISFACTION OF THE ARCHITECT. JOISTS THAT ARE ATTACHED TO WALLS SHALL BE FINISHED TO THE SATISFACTION OF THE ARCHITECT. JOISTS THAT ARE NOT ATTACHED TO WALLS SHALL BE FINISHED TO THE SATISFACTION OF THE ARCHITECT. JOISTS THAT ARE NOT ATTACHED TO WALLS SHALL BE FINISHED TO THE SATISFACTION OF THE ARCHITECT.
2. PROVIDE DOUBLE JOIST HANGERS AT ALL WALLS.
3. PROVIDE TRUSS JOIST HANGERS AT ALL WALLS.
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**COMMUNITY REDEVELOPMENT AUTHORITY  
OF THE CITY OF GRAND ISLAND, NEBRASKA**

**RESOLUTION NO. 144**

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

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

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

Passed and approved this 19<sup>th</sup> day of September, 2012.

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

By Barry J. Hubler  
Chairperson

ATTEST:

Chad A. Hubler  
Secretary

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

**RESOLUTION NO. 145**

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

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

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

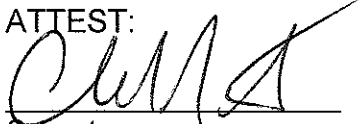
**Section 2.** The Secretary of the Authority is directed to file a copy of this resolution with the City Clerk of the City of Grand Island, forthwith.

Passed and approved this 19<sup>th</sup> day of September, 2012.

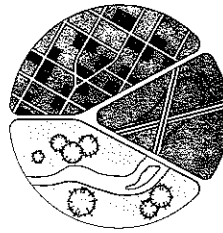
COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF  
GRAND ISLAND, NEBRASKA.

By   
Chairperson

ATTEST:

  
Secretary





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

September 20, 2012

Hall County Board of Supervisors  
Pam Lancaster, Chair  
121 S Pine St  
Grand Island NE 68801

Dear Pam Lancaster:

Enclosed, please find a copy of a published notice of a public hearing under the Nebraska Community Development Law. The hearing will be held by the Hall County Regional Planning Commission on the 3rd, day of October, 2012, at the hour of 6:00 p.m., in the Council Chambers, City Hall in Grand Island, Nebraska located at 100 First Street.

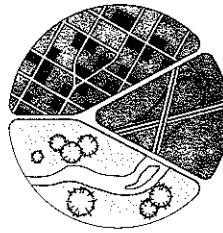
The purpose of the hearing is to receive comments on a proposed redevelopment plan for purposes of the Community Development Law. A map of the area affected is enclosed with this letter.

The notice is provided to your organization pursuant to law.

Sincerely,

Chad Nabity, AICP  
Director, Regional Planning

Enc.



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

September 20, 2012

Central Community College  
Dr. Greg Smith  
PO Box 4903  
Grand Island NE 68802-4903

Dear Dr. Greg Smith:

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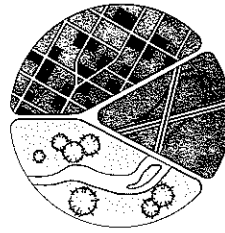
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Director, Regional Planning

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

September 20, 2012

School District #2  
Virgil Harden  
123 S Webb Rd  
PO Box 4904  
Grand Island NE 68802

Dear Virgil Harden:

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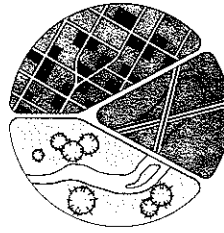
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Director, Regional Planning

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

September 20, 2012

Hall Co Airport Authority  
Lynne Werner, Chair  
3743 Sky Park Rd.  
Grand Island NE 68801

Dear Lynne Werner:

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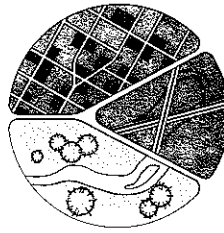
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Director, Regional Planning

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

September 20, 2012

Educational Service Unit #10  
Valerie Gwin  
PO Box 850  
Kearney NE 68848

Dear Valerie Gwin:

Enclosed, please find a copy of a published notice of a public hearing under the Nebraska Community Development Law. The hearing will be held by the Hall County Regional Planning Commission on the 3rd, day of October, 2012, at the hour of 6:00 p.m., in the Council Chambers, City Hall in Grand Island, Nebraska located at 100 First Street.

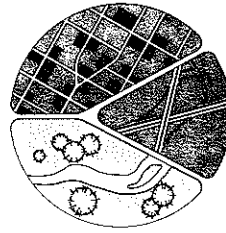
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Director, Regional Planning

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

September 20, 2012

Central Platte NRD  
Dianne Miller  
215 Kaufman  
Grand Island NE 68803

Dear Dianne Miller:

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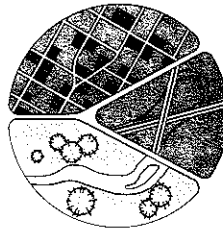
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Director, Regional Planning

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

September 20, 2012

City of Grand Island  
Jay Vavricek, Mayor  
PO Box 1968  
Grand Island NE 68802

Dear Honorable Vavricek:

Enclosed, please find a copy of a published notice of a public hearing under the Nebraska Community Development Law. The hearing will be held by the Hall County Regional Planning Commission on the 3rd, day of October, 2012, at the hour of 6:00 p.m., in the Council Chambers, City Hall in Grand Island, Nebraska located at 100 First Street.

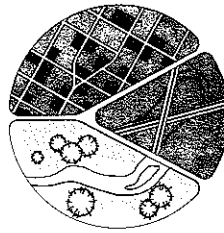
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Director, Regional Planning

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

September 20, 2012

Hall County Agricultural Society  
Corby Flagle  
3932 Meadow Way Trail  
Grand Island NE 68803

Dear Corby Flagle:

Enclosed, please find a copy of a published notice of a public hearing under the Nebraska Community Development Law. The hearing will be held by the Hall County Regional Planning Commission on the 3rd, day of October, 2012, at the hour of 6:00 p.m., in the Council Chambers, City Hall in Grand Island, Nebraska located at 100 First Street.

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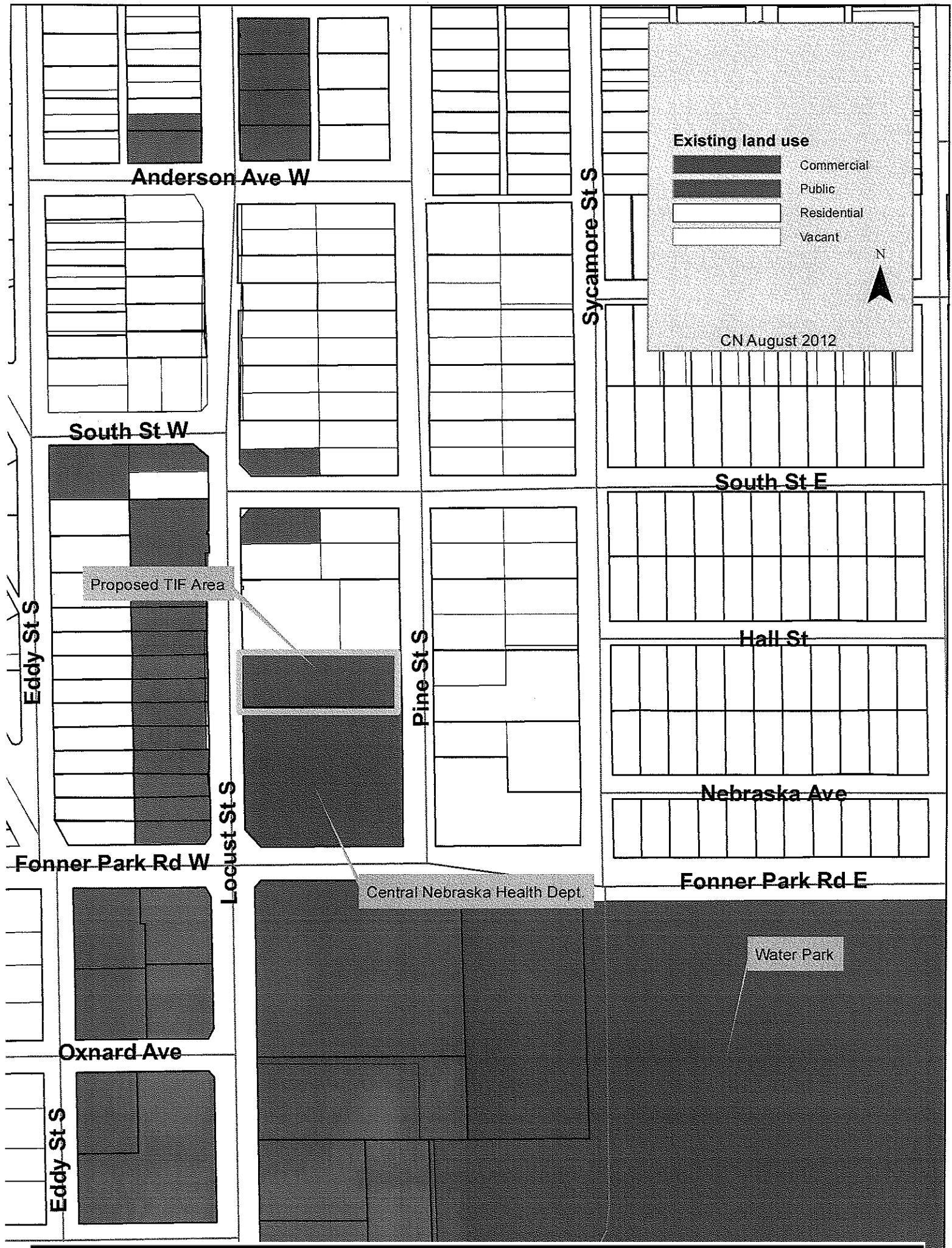
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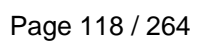
Sincerely,

Chad Nabity, AICP  
Director, Regional Planning

Enc.







## REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2012, by and between the Community Redevelopment Authority of the City of Grand Island, Nebraska (**“Authority”**), and Auto One, Inc., a corporation (**“Redeveloper”**).

### WITNESSETH:

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

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

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

### ARTICLE I

#### DEFINITIONS AND INTERPRETATION

##### Section 1.01 Terms Defined in this Redevelopment Contract.

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

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

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

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

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

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

time outstanding.

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

**“Project”** means the improvements to the Redevelopment Area, as fully described in application of the Redeveloper to the Authority for assistance and the Redevelopment Plan Amendment, related to the application, approved by the Governing Body incorporated herein by reference and, as used herein, shall include the rehabilitation costs to the existing commercial building on a portion of the Redevelopment Area real estate.

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

**“Redeveloper”** means Auto One, Inc., a corporation.

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

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

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

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

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

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

#### Section 1.02 Construction and Interpretation.

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

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

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

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

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

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

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

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

## **ARTICLE II**

### **REPRESENTATIONS**

#### **Section 2.01 Representations by Authority.**

The Authority makes the following representations and findings:

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

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

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

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

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

(2) Based on Representations made by the Redeveloper:

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

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

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

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

#### Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

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

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

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

materially affecting the ability of Redeveloper to perform its obligations hereunder.

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

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

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

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

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

### ARTICLE III

#### OBLIGATIONS OF THE AUTHORITY

##### Section 3.01 Division of Taxes.

In accordance with Section 18-2147 of the Act, the Authority hereby provides that any ad valorem tax on the following real property in the Project: to wit: Lot 1 of Dowd Subdivision, in the City of Grand Island, Hall County Nebraska, for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as set forth in this section. The effective date of this provision shall be January 1, 2014.

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

(b) That proportion of the ad valorem tax on real property in the Redevelopment Area in excess of such amount (the "Incremental Ad Valorem Tax"), if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by whether funded, refunded, assumed, or otherwise,

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

### Section 3.02 Issuance of TIF Indebtedness

The Authority shall execute and deliver to the Redeveloper, as Purchaser, at closing, the TIF Indebtedness in substantially the same form as the copy attached hereto as Exhibit B. The purchase price of the TIF Indebtedness shall be offset against the Grant described in Section 3.04 hereof.

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

### Section 3.03 Pledge of TIF Revenues.

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

### Section 3.04 Grant of Proceeds of TIF Indebtedness.

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

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



### Section 3.05 Creation of Fund.

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

## **ARTICLE IV**

### **OBLIGATIONS OF REDEVELOPER**

#### Section 4.01 Construction of Project; Insurance.

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

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

#### Section 4.02 Cost Certification.

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

#### Section 4.03 Costs.

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

- a. \$5,000 for legal expenses of Authority
- b. \$1,000 for City administrative accounting of incremental tax payments.
- c. \$500 for Authority administrative fees.

Redeveloper understands that the law firm assisting with the issuance of the TIF Indebtedness represents the Authority and not the Redeveloper.

#### Section 4.04 No Discrimination.

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

#### Section 4.05 Pay Real Estate Taxes.

Redeveloper intends to create a taxable real property valuation of the Redevelopment Area and Project of Five Hundred Seventy Five Thousand Dollars (\$575,000) no later than January 1, 2015. During the period that any TIF Indebtedness is outstanding, neither the Redeveloper, nor its assigns, will (1) file a protest seeking to obtain a real estate property valuation on the Redevelopment Area of less than Five Hundred Seventy Five Thousand Dollars (\$575,000) after substantial completion or occupancy; (2) convey the Redevelopment Area on structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes; nor (3) allow real estate taxes and assessments levied on the Redevelopment Area and Project to become delinquent during the term that any TIF Indebtedness is outstanding.

#### Section 4.07 Assignment or Conveyance.

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

#### Section 4.08 Purchase of TIF Indebtedness.

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

#### Section 4.09 Penal Bond.

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

#### Section 4.10 Immigration Status.

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

### **ARTICLE V**

#### **FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES**

##### Section 5.01 Financing.

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

### **ARTICLE VI**

#### **DEFAULT, REMEDIES; INDEMNIFICATION**

##### Section 6.01 General Remedies of Authority and Redeveloper.

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

## Section 6.02 Additional Remedies of Authority

### In the event that:

(a) the Redeveloper, on successor in interest, shall fail to complete the construction of the Project on or before January 1, 2015, or shall abandon construction work for any period of 90 days,

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

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

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

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

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

## Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

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

#### Section 6.04 Forced Delay Beyond Party's Control.

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

#### Section 6.05 Limitations of Liability; Indemnification.

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

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

Redevelopment Contract or any other cause pertaining to the Project.

## ARTICLE VII

### MISCELLANEOUS

#### Section 7.01 Notice Recording.

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

#### Section 7.02 Governing Law.

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

#### Section 7.03 Binding Effect; Amendment.

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

#### Section 7.04 Third Party Enforcement.

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

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

ATTEST:

COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF  
GRAND ISLAND, NEBRASKA

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Chairman

Auto One, Inc.

\_\_\_\_\_  
President

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF HALL)

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

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

      The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_, President of Auto One, Inc., on behalf of the company.

\_\_\_\_\_  
Notary Public



## EXHIBIT A

### DESCRIPTION OF REDEVELOPMENT AREA

Lot 1 of Dowd Subdivision, in the City of Grand Island, Hall County Nebraska.

A-I

EXHIBIT B

FORM OF TIF INDEBTEDNESS

Exhibit B

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (1933 ACT) AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT HERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND (THE AUTHORITY) PRIOR TO SUCH TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION, AN OPINION OF COUNSEL, SATISFACTORY TO THE AUTHORITY TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

UNITED STATES OF AMERICA  
STATE OF NEBRASKA  
COUNTY OF HALL

TAX INCREMENT REVENUE NOTE OF THE COMMUNITY  
AUTHORITY OF THE CITY  
OF GRAND ISLAND, NEBRASKA  
(AUTO ONE PROJECT)

Principal Amount  
\$159,000

Interest Rate Per Annum  
0.00%

Final Maturity Date  
December 31, 2028

KNOW ALL PERSONS BY THESE PRESENTS: That the Community Redevelopment Authority of the City of Grand Island, Nebraska, hereby acknowledges itself to owe and for value received promises to pay, but only from the sources herein designated, to the registered holder hereof, the principal sum shown above in lawful money of the United States of America with such principal sum to become due on the maturity date set forth above, with interest at the rate of zero percent [0.00%] per annum on the unpaid balance. This Note is due and payable in full on December 31, 2028. This Note shall also be subject to mandatory partial redemption, without notice, on each June 1 and December 1, ("Payment Date") beginning June 1, 2015, from all funds available in the Debt Service Fund established by the Grand Island City Treasurer for the tax increment revenues pledged to payment of this Note, rounded down to the nearest one hundred dollars (which funds are referred to in this Note as "Available Funds"). Available Funds shall be applied to the prepayment of principal on each payment date and shall be remitted to the

registered owner of the Note. The payment of principal due upon the final maturity is payable upon presentation and surrender of this Note to the Treasurer of said Authority, as Paying Agent and Registrar for said Authority, at the offices of the Community Redevelopment Authority of the City of Grand Island at City Hall, in Grand Island, Nebraska. The payments of mandatory partial redemption of principal on each payment date (other than at final payment) will be paid when due by a check or draft mailed by said Paying Agent and Registrar to the registered owner of this Note, as shown on the books or record maintained by the Paying Agent and Registrar, at the close of business on the last business day of the calendar month immediately preceding the calendar month in which the payment date occurs, to such owner's address as shown on such books and records.

The Authority, however, reserves the right and option of prepaying principal of this Note, in whole or in part, from any available sources at any time at the principal amount thereof. Notice of any such optional prepayment shall be given by mail, sent to the registered owner of this Note at said registered owner's address. The principal of this Note shall be subject to mandatory redemptions made in part on any payment date, as set forth in this Note, from available funds without any requirement for notice.

This Note is the single Note in the total principal amount of One Hundred Fifty Nine Thousand and no one hundredths Dollars (\$159,000.00) issued by the Authority for the purpose of paying the costs of redevelopment of certain real estate located in the City of Grand Island, as designated in that redevelopment plan amendment recommended by the Authority and approved by the City Council of the City of Grand Island, Nebraska, (the "Plan"), all in compliance with Article 21 of Chapter 18, Reissue Revised Statutes of Nebraska, 2007, as amended, and has been duly authorized by resolution passed and approved by the governing body of the Authority (the "Resolution").

This Note constitutes a limited obligation of the Authority payable exclusively from that portion of the ad valorem real estate taxes mentioned in subdivision (1) of Section 18-2147, R.R.S. Neb. 2007, as levied, collected and apportioned from year to year with respect to certain real estate located within the "Project" (as defined in the Redevelopment Contract). Pursuant to Section 18-2150, R.R.S. Neb. 2007, said portion of taxes has been pledged for the payment of this Note, as the same become subject to mandatory redemption. This Note shall not constitute a general obligation of the Authority and the Authority shall be liable for the payment thereof only out of said portion of taxes as described in this paragraph. This Note shall not constitute an obligation of the State of Nebraska or of the City or Grand Island (except for such receipts as have been pledged pursuant to Section 18-2150 R.R.S. Neb. 2007) and neither the State or Nebraska nor the City of Grand Island shall be liable for the payment thereof from any fund or source including but not limited to tax monies belonging to either thereof (except for such receipts as have been pledged pursuant to Section 18-2150 R.R.S. Neb. 2007). Neither the members of the Authority's governing body nor any person executing this Note shall be liable personally on this Note by reason of the issuance hereof.

This Note is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender of this Note for notation of transfer as provided on the reverse hereof and subject to the conditions provided

for established by the Authority. The Authority, the Paying Agent and Registrar and any other person may treat the person whose name this Note is registered as the absolute owner hereof for the purposes of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this Note be overdue or not.

THIS NOTE MAY ONLY BE TRANSFERRED TO PERSONS OR ENTITIES DELIVERING AN INVESTMENT LETTER TO THE PAYING AGENT AND REGISTRAR CONFORMING TO REQUIREMENTS ESTABLISHED BY THE AUTHORITY.

If the day for payment of the principal of this Note shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Grand Island, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

THE PRINCIPAL AND INTEREST DUE ON THIS NOTE SHALL BE REDUCED TO ZERO AFTER ALL AVAILABLE FUNDS PLEDGED TO THIS NOTE HAVE BEEN PAID TO THE HOLDER HEREOF REGARDLESS OF WHETHER SUCH PAYMENTS ARE SUFFICIENT TO AMORTIZE THE ORIGINAL PRINCIPAL AND INTEREST HEREON. "AVAILABLE FUNDS" IN THIS REGARD SHALL MEAN ALL INCREMENTAL AD VALOREM TAXES RELATED TO THE PROJECT WHICH BECOME DELINQUENT PRIOR TO JANUARY 1, 2028.

IN WITNESS WHEREOF, the Chair and Secretary of the Community Redevelopment Authority of the City of Grand Island have caused this Note to be executed on behalf of said Authority by being signed by the Chair and Secretary and by causing the official seal of said Authority to be affixed hereto, all as of the date of issue shown above.

Delivered this \_\_\_\_th day of \_\_\_\_\_, 2012.

COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF  
GRAND ISLAND, NEBRASKA

:

By: \_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Secretary

PROVISION FOR REGISTRATION

The ownership of this Note shall be registered as to both principal and interest on the books and records of the Community Redevelopment Authority of the City of Grand Island, Nebraska, kept by the Paying Agent and Registrar identified in the foregoing Note, who shall make notation of such registration in the registration blank below, and the transfer of this Note may thereafter be registered only upon an assignment duly executed by the registered owner or such owner's attorney or legal representative, in such form as shall be satisfactory to said Paying Agent and Registrar, such registration of transfer to be made on such books and endorsed hereon by said Paying Agent and Registrar

Date of Registration	Name of Registered Owner	Signature of Paying Agent and Registrar
_____, 2012	Auto One, Inc.	_____

## EXHIBIT C

### PROJECT COSTS

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

1. Existing building rehabilitation	\$150,000
2. Financing and audit	\$ 2,500
3. Authority costs	<u>\$ 6,500</u>
TOTAL	\$159,000



# **City of Grand Island**

**Tuesday, October 23, 2012**

**Council Session**

## **Item G1**

### **Approving Minutes of October 9, 2012 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING  
October 9, 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 October 9, 2012. Notice of the meeting was given in *The Grand Island Independent* on October 3, 2012.

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

INVOCATION was given by Pastor Dave Covey, Spirit of Life Church, 2304 Macron Street followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member Danny Gamboa.

PRESENTATIONS AND PROCLAMATIONS:

Presentation of the “Mayor’s Builder Award” to Sara Robinson. Mayor Vavricek presented the fourth “Mayor’s Builder Award” to Sara Robinson a 4<sup>th</sup> grade teacher at Gates Elementary School. The Mayor congratulated Ms. Robinson on receiving the Milken Family Foundation Educator Award. Ms. Robinson was present to receive the award. Also present were Grand Island Public Schools Superintendent Dr. Robert Winter and Mrs. Martin, Gates Elementary Principal.

Presentation of Capital Avenue Project – Webb Road to Broadwell Avenue. Interim Public Works Director Terry Brown introduced Matt Rief, PE, of Olsson Associates who reported that the Capital Avenue project from Webb Road to Broadwell Avenue would improve Capital Avenue from a two-lane asphalt roadway to a five-lane concrete roadway along with updated street lighting, new storm sewer, sidewalks on the south side, and a 10’ concrete trail to the north. This project was made possible through funds provided by the Nebraska Department of Roads Surface Transportation Program and the Federal Highway Administration. Mr. Rief, PE presented the proposed project and summarized feedback that was received at the August 21, 2012 Public Informational Meeting.

Interim Public Works Director Terry Brown commented on paving assessments in the past and for the future. Assessments needed to be in proportion according to benefits. This item would be brought back to Council during a Study Session and future action by Council relative to assessments.

The following people spoke against assessments for this project:

- Evelyn Brown, 3027 West Capital Avenue, Suite 1, Windsor Square



- Janet Knapp, 3027 West Capital Avenue, Windsor Square
- Beth Engler, 3027 West Capital Avenue, Suite 34, Windsor Square
- Athel Lamborn, 2623 West Capital Avenue
- Andy Marsh, 2306 Apache Road
- Ryan Banzhaf, 2423 No. Howard Avenue
- Jim O'Neill, 2426 No. Custer Avenue
- Daniel Nielsen, 3027 West Capital Avenue #3
- Gilbert Kyhn, 2424 No. Grand Island Avenue
- Kay Blair, 2431 Sheridan Avenue

Discussion was held concerning the timeline of this project. Mentioned was that decisions were needed by the Council in order not to delay the project and lose Federal funding. Project Manager Scott Griepentstroh stated this could be brought before Council for a decision at the October 23, 2012 meeting. Comments were made regarding the cost of a five lane compared to a three lane. Mr. Rief stated Federal funding would be jeopardized.

#### PUBLIC HEARINGS:

Public Hearing on Acquisition of Utility Easement Located by Millard Refrigerated services North of the Burlington Northern Tracks, East of North Highway 281 (Grand Island Area Economic Development Corporation). Utilities Director Tim Luchsinger reported that acquisition of real estate located north of the Burlington Northern tracks, east of North Highway 281 was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers for the purpose of providing electrical service to a new switch building belonging to BNSF Railroad. This was part of the double track project currently under construction. Staff recommended approval. No public testimony was heard.

Public Hearing Concerning Acquisition of Drainage Easements for the Southwest Outfall Drainage Project No. 2011-D-1 (The Diamond Engineering Co., Clark Gauthier, Carl & Lori Armstrong, and Kevin & Karen Houtwed). Interim Public Works Director Terry Brown reported that acquisition of drainage easements for the Southwest Outfall Drainage Project were needed in order for the construction, operation, maintenance, extension, repair, replacement, and removal of drainage utilities within the easements. Staff recommended approval. No public testimony was heard.

#### RESOLUTIONS:

#2012-305 – Consideration of Approving Appointment of Todd McCoy as Parks and Recreation Director. Mayor Jay Vavricek recommended the appointment of Todd McCoy as Parks and Recreation Director. Todd McCoy was present and introduced his family.

Motion by Gericke, second by Gilbert to approve Resolution #2012-305. Upon roll call vote, all voted aye. Motion adopted.

Comments were made by Council complementing Mr. McCoy on his appointment and filling in during the interim. Mr. McCoy thanked everyone for their support.

## ORDINANCES:

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

#9402 – Consideration of Assessments for South Locust Business Improvement District 2012

#9403 – Consideration of Request to Rezone Property Located at 2430 & 2522 Stolley Park Road and 2433 & 2425 Del Mar Avenue – Hornady Subdivision from R2 Low Density Residential to RD Residential Development

#9404 – Consideration of Vacation of a Portion of Del Mar Avenue in Hornady Subdivision (JEH Holdings, LLC)

#9405 – Consideration of Vacation of a Utility Easement Located in Hornady Subdivision (JEH Holdings, LLC)

#9406 – Consideration of Vacation a Part of Outlot A Lake Heritage Second Subdivision

#9407 – Consideration of Ordinance Prohibiting Discrimination in Employment, Housing, and Public Accommodations against Persons Based on their Sexual Orientation or Gender Identity

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

#9407 – Consideration of Ordinance Prohibiting Discrimination in Employment, Housing, and Public Accommodations against Persons Based on their Sexual Orientation or Gender Identity

Councilmember Larry Carney stated he brought this forward because discrimination was wrong. This ordinance would add sexual orientation to the City Code Chapter 11 – Civil Rights.

The following people spoke:

- Grady Ericson, 1405 W. Koenig Street – support
- Gail Pemberton, 123 No. Mill Street, Dannebrog, NE - support
- Ray Absher, 1330 Grand Avenue - opposed
- Jill Liske Clark, 3928 Chelsea Place - support
- Dave Olson, 4234 Kay Avenue - opposed
- Todd Ruhter, 910 E. Oklahoma - support
- Bob Rhodes, 2022 West 15<sup>th</sup> Street - support
- Brian Whitecalf, 1506 No. St. Paul Road - support
- Gilleramo Pena, 311 East 3<sup>rd</sup> St. Apt. #18 - support
- Dick Troester, 2110 Topeka Circle - opposed
- Marion Bahensky, 1021 6<sup>th</sup> Street, St. Paul, NE - support
- Lisa Heineman, 4077 Dack Avenue - support
- Chad Bohling, 4214 W. Capital Avenue - support

- Christopher Langenberg, 810 No. Bellevue, Hastings, NE – support
- Peggy Lang, 123 No. Mill Street, Dannebrog, NE – support
- Diane Covey, 4020 Mason Avenue – opposed
- Brandi Weaver, 150 N. Woodland, Hastings, NE – support
- Clint Harders, 619 So. Boston, Hastings, NE – support
- Jeb Wolsleben, 1620 No. Huston Avenue – support
- Lex Ann Roach, 917 West 10<sup>th</sup> Street – support
- Bruce Eberle 321 Hiawatha – opposed
- Rose Marie Cargill, 3011 Colonial Lane - opposed

Motion by Carney, second by Ramsey to approve Ordinance #9407.

City Attorney Robert Sivick answered questions regarding consequences of violating this ordinance. He stated there were no consequences. Comments were made that religious organizations would be exempt. Mr. Sivick clarified state statutes and stated Grand Island had no protected classes in City Code as Section 11 – Civil Rights was dissolved in 2006.

Motion by Niemann, second by Gericke that this issue be put on the ballot. Upon roll call vote, Councilmember's Niemann, Ramsey, Gericke, Donaldson and Nickerson voted aye. Councilmember's Haase, Carney, Gilbert, Minton and Dugan voted no. Mayor chose not to vote. Motion failed.

Motion by Carney to amend the Ordinance to include Chapter 11 of the City Code with the addition of sexual orientation. Motion failed due to lack of a second.

Discussion was held regarding what should be brought back to Council regarding other protected classes and reinstatement of Chapter 11 Civil Rights.

Motion by Donaldson, second by Carney to refer this Ordinance to a Regular Council meeting in 30 days (first meeting in November). Upon roll call vote, Councilmember's Carney, Niemann, Donaldson, and Minton voted aye. Councilmember's Haase, Ramsey, Gilbert, Nickerson, Dugan, and Gericke voted no. Motion failed.

City Clerk: Ordinance #9407 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmember's Carney and Donaldson voted aye. Councilmember's Haase, Niemann, Ramsey, Gilbert, Nickerson, Dugan, Minton, and Gericke voted no. Motion failed.

Council took a recess at 10:37 p.m. and reconvened at 10:47 p.m.

#9402 – Consideration of Assessments for South Locust Business Improvement District 2012

Motion by Dugan, second by Ramsey to approve Ordinance #9402 on second and final reading. Upon roll call vote, all voted aye. Motion adopted.

#9403 – Consideration of Request to Rezone Property Located at 2430 & 2522 Stolley Park Road and 2433 & 2425 Del Mar Avenue – Hornady Subdivision from R2 Low Density Residential to RD Residential Development

Discussion was held regarding storm sewer and drainage.

Motion by Ramsey, second by Gericke to approve Ordinance #9403 on second and final reading. Upon roll call vote, all voted aye. Motion adopted.

#9404 – Consideration of Vacation of a Portion of Del Mar Avenue in Hornady Subdivision (JEH Holdings, LLC)

#9405 – Consideration of Vacation of a Utility Easement Located in Hornady Subdivision (JEH Holdings, LLC)

Motion by Dugan, second by Donaldson to approve Ordinances No. #9404 and #9405 on second and final reading. Upon roll call vote, all voted aye. Motion adopted.

#9406 – Consideration of Vacation a Part of Outlot A Lake Heritage Second Subdivision

Regional Planning Director Chad Nabity reported that this property was located east of Blaine Street and north of Bass Road as part of Lake Heritage Second Subdivision. The owner, Doralene Niedfelt wished to retain a 22 foot strip of property at the southeast corner of the outlot and have it included with her adjoining property. In order to join this platted tract to the unplatted tract it was necessary to vacate a portion of the platted Outlot A.

Motion by Donaldson, second by Dugan to approve Ordinance #9406.

City Clerk: Ordinance #9406 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9406 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinances #9402, #9403, #9404, #9405 and #9406 are declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda item G-15 was pulled for further discussion. Motion by Ramsey, second by Haase to approve the Consent Agenda excluding item G-15. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of September 25, 2012 City Council Regular Meeting.

Approving Minutes of October 2, 2012 City Council Study Session.

Approving Re-Appointments of Julie Connelly and Karen Bredthauer to the Regional Planning Commission Board.

#2012-259 – Approving Preliminary and Final Plat and Subdivision Agreement for Hornady Second Subdivision. It was noted that JEH Holdings, LLC, owners had submitted the preliminary plat, final plat and subdivision agreement for Hornady Second Subdivision located north of Stolley Park Road and west of Arthur Street for the purpose of creating 23 lots containing 7.822 acres.

#2012-280 – Approving Final Plat and Subdivision Agreement for DSK Second Subdivision. It was noted that Danny Kunze, owner had submitted the final plat and subdivision agreement for DSK Second Subdivision located north of Bismark Road and south of Stoneridge Path for the purpose of creating 2 lots containing 3.250 acres.

#2012-281 – Approving Final Plat and Subdivision Agreement for Lake Heritage Third Subdivision. It was noted that Doralene Niedfelt, owner had submitted the final plat and subdivision agreement for Lake Heritage Third Subdivision located south of US Hwy 34 and east of Blaine Street for the purpose of creating 3 lots containing 9.43 acres.

#2012-282 – Approving City Council Meeting Schedule for 2013.

#2012-283 – Approving Agreement for Funding with the Crisis Center, Inc. in an Amount of \$2,400.00.

#2012-284 – Approving Agreement for Funding with the Grand Island Area Council for International Visitors in an Amount of \$200.00.

#2012-285 – Approving Agreement for Funding with the Grand Island Hall County Convention & Visitors Bureau in an Amount of \$2,000.00.

#2012-286 – Approving Agreement for Funding with Izaak Walton Kids Fishing Derby in an Amount of \$400.00.

#2012-287 – Approving Agreement for Funding with Hope Harbor in an Amount of \$900.00.

#2012-288 – Approving Agreement for Funding with the Grand Island Multicultural Coalition in an Amount of \$2,000.00.

#2012-289 – Approving Agreement for Funding with Senior Citizens Industries, Inc. in an Amount of \$3,000.00.

#2012-290 – Approving Agreement for Funding with the Clean Community System in an Amount of \$20,000.00. Greg Eirick, 4051 Palace Drive was present to answer questions. He commented on the death of Betty Curtis and the work she had done for the Clean Community System.

Motion by Gilbert, second by Carney to approve Resolution #2012-290. Upon roll call vote, all voted aye. Motion adopted.

#2012-291 – Approving Acquisition of Utility Easement Located by Millard Refrigerated Services North of the Burlington Northern Tracks, East of North Highway 281 (Grand Island Area Economic Development Corporation).

#2012-292 – Approving Agreement for Temporary Construction Easements for the Southwest Outfall Drainage Project No. 2011-D-1.

#2012-293 – Approving Bid Award for Three (3) Multi-Directional Folding Vee Plows for the Solid Waste Division and Streets Division of the Public Works Department with Murphy Tractor & Equipment of Grand Island, NE in an Amount of \$66,421.00.

#2012-294 – Approving Bid Award for One (1) 81,000 Pound Landfill Compactor for the Solid Waste Division of the Public Works Department with NMC of Doniphan, NE in an Amount of \$724,833.00.

#2012-295 – Approving Bid Award for One (1) Snow Blower, Front-End Loader Mounted for the Street Division of the Public Works Department with Nebraska Environmental Products of Lincoln, NE in an Amount of \$95,836.62.

#2012-296 – Approving Supplemental No. 1 for Engineering Consulting Services with The Schemmer Associates, Inc. Related to State street and Capital Avenue Connector Trail Project.

#2012-297 – Approving Acquisition of Drainage Easement for the Southwest Outfall Drainage Project No. 2011-D-1 (The Diamond Engineering Co., Clark Gauthier, Carl & Lois Armstrong, and Kevin & Karen Houtwed).

#2012-298 – Approving Payment to Families and Schools Together of NE Children and Families Foundation and NE Dept. of Health and Human Services Grants in an Amount fo \$18,135.00.

#2012-299 – Approving Payment to Grand Island YMCA for NE Children and Families Foundation and NE Dept. of Health and Human Services Grants in an Amount of \$14,070.27.

#### RESOLUTIONS:

#2012-300 – Approving Revised MOU with UPRR Regarding a Fence along Railroad Right of Way. City Attorney Robert Sivick reported that on August 28, 2012 the City Council approved a Memorandum of Understanding with the Union Pacific Railroad to erect a fence constructed of aesthetically pleasing ornamental black steel along its tracks in downtown Grand Island from Burlington Northern tracks west to Broadwell Avenue. The City agreed to maintain the fence. The revised MOU included no potion of the fence will be chain link.

Motion by Dugan, second by Minton to approve Resolution #2012-300. Upon roll call vote, all voted aye. Motion adopted.

#2012-301 – Approving Amending Resolution No. 2012-225 – Project Management Fees Only for the State Street and Capital Avenue Connector Trail Project with Midwest Right of Way Services. Interim Public Works Director Terry Brown reported that on August 28, 2012 the City Council approved Resolution No. 2012-225 to provide for appraisal and project management

services from Midwest Right of Way Services for the State Street and Capital Avenue Connector Trail Project. Services included compensation estimates of \$2,700.00 and Project Management fees of \$680.00 for a total agreement of \$3,380.00. Since the appraisal services were to be handled by a separate firm, (Capital Appraisal Services) it was appropriate to amend Resolution No. 2012-250 for a cost of \$1,020.00 for the Project Management services with Midwest Right of Way Services.

Motion by Gericke, second by Donaldson to approve Resolution #2012-301. Upon roll call vote, all voted aye. Motion adopted.

#2012-302 – Approving Relocation of Memorial Marker and Flagpole to Hall County Veteran’s Park. Parks and Recreation Director Todd McCoy reported that a veteran’s citizen group and the American Legion Post #53 had made a request to remove, refurbish, and relocate the memorial marker and flagpole from Memorial Park to the Hall County Veterans Memorial Park next to the VFW at no cost to the City. It was the goal of the group to locate memorials from each war to the Hall County Veterans Memorial Park so that all veterans could be honored in one convenient location.

Discussion was held regarding the location of the memorials. Mr. McCoy stated Memorial Park was owned by the City.

Motion by Carney, second by Niemann to approve Resolution #2012-302. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek turned the meeting over to Council President Gilbert as he had a conflict of interest on Resolution #2012-303.

#2012-303 – Consideration of Approving Cable Franchise Agreement with Charter Communications. City Attorney Robert Sivick reported that an agreement had been negotiated with Charter Communications for the Cable Franchise Agreement with the City of Grand Island. The proposed agreement was for a period of fifteen years. It would increase the number of Public, Educational, and Government (PEG) channels from two to three and sets the PEG fee at forty cents per subscriber, per month and increases the number of governmental facilities and schools receiving free cable television service. It also sets the franchise fee for the City at 5% and strengthens customer service standards for Grand Island citizen subscribers.

Motion by Ramsey, second by Dugan to approve Resolution #2012-303. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek resumed conducting the meeting.

#2012-304 – Consideration of Modifying Language Relative to Residency Requirements for City Department Directors. City Attorney Robert Sivick reported that at the October 2, 2012 City Council Study Session he was directed by Council to remove language referring to the City’s zoning jurisdiction from the Director residency requirements as that language existed in no other provisions related to residency of other City employees.

Discussion was held regarding the Senior Leadership Team and consistency within the Personnel Rules.

Motion by Haase, second by Niemann to approve Resolution #2012-304.

Motion by Haase to amend the motion to change the 12 miles to 0 miles. Motion failed due to lack of a second

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

PAYMENT OF CLAIMS:

Motion by Dugan, second by Nickerson to approve the Claims for the period of September 26, 2012 through October 9, 2012, for a total amount of \$2,787,857.08. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 11:13 p.m.

RaNae Edwards  
City Clerk





# City of Grand Island

Tuesday, October 23, 2012

Council Session

## Item G2

### **Approving Re-Appointment of Doug Jensen to the Animal Advisory Board**

*The Mayor has submitted the re-appointment of Doug Jensen to the Animal Advisory Board. This appointment would become effective immediately upon approval by the City Council and would expire on August 31, 2015.*

*Approval is recommended.*

Staff Contact: Mayor Jay Vavricek



# City of Grand Island

Tuesday, October 23, 2012

Council Session

## Item G3

### **#2012-306 - Approving Contract for Downtown Phase I Planning Services**

Staff Contact: Marco Floreani

# **Council Agenda Memo**

**From:** Community Development

**Meeting:** October 23, 2012

**Subject:** Approving Downtown Revitalization RFP Award for  
Community Development Block Grant 12-DTR-004

**Item #'s:** G-3

**Presenter(s):** Marco Floreani, Community Development Administrator

## **Background**

On August 29, 2012, The City of Grand Island received a notice of release of funds from the Nebraska Department of Economic Development for a \$30,000 Community Development Block Grant (CDBG) Downtown Revitalization Phase 1 Grant. The grant will be used to fund a downtown revitalization plan, which qualifies as an eligible activity under phase 1 of the Downtown Revitalization category of the CDBG program. The developed downtown revitalization plan will be the primary component in procuring the \$330,000 CDBG Downtown Revitalization Phase 2 Grant funds, which will aid in the implementation of the final downtown plan. The project will fulfill the Slum and Blight (SB) National Objective through the subcategory of "SB Area Basis". The grant contract awarded \$27,900 for Planning Activities and \$2,100 for General Administration. A local match of \$20,000 was provided for \$50,000 in total project funds.

## **Discussion**

An advertisement of Requests for Proposals was published in *The Independent* on September 1, 2012. The bid opening was on September 27, 2012. The City received proposals from three planning and design firms. A committee consisting of city staff and downtown stakeholders was formed to select the planning and design firm. Each committee member scored the proposals on the following criteria:

- 1) Consultant Experience on Similar Projects
- 2) Approach to the Project
  - a. Approach to Community Engagement
  - b. Innovative Components in Proposal
  - c. Implementation Strategies
  - d. Firm's Planning and Design Principles

- 3) Qualifications for Project Team
- 4) References
- 5) Proposed Project Timeline
- 6) Proposed Cost

The firm with the highest point score was the Omaha based architecture firm of Alley Poyner Macchietto. The committee recommends the contract be awarded to Alley Poyner Macchietto for the amount of \$43,000.00.

### **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 contract for planning services to Alley Poyner Macchietto of Omaha, Nebraska for \$43,000.00.

### **Sample Motion**

Move to approve contract to Alley Poyner Macchietto Architecture of Omaha, Nebraska.

RESOLUTION 2012-306

WHEREAS, Advertisement for the request for proposals for Community Development Block Grant 12-DTR-004 Downtown Revitalization Phase 1 Planning Services was published in the Grand Island Independent on September 1, 2012; and

WHEREAS, on September 27, 2012 Proposals were opened and reviewed; and

WHEREAS, Alley Poyner Macchietto Architecture of Omaha, Nebraska submitted a proposal in accordance with the terms, specifications of the Request for Proposals, and all other statutory requirements contained therein, having received the most favorable score among all reviewed; and

WHEREAS, the proposed agreement has been reviewed and approved by the City Attorney's office;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island, Nebraska is hereby authorized to award a contract to Alley Poyner Macchietto Architecture of Omaha, Nebraska, in the amount of \$43,000.00 for CDBG Downtown Revitalization Phase 1 Planning Services

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 23, 2012.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 19, 2012	☐ City Attorney



# AIA® Document B105™ – 2007

## Standard Form of Agreement Between Owner and Architect for a Residential or Small Commercial Project

**AGREEMENT** made as of the 19th day of October in the year 2012  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

City of Grand Island  
100 East First Street Box 1968  
Grand Island, NE 68802-1968  
Contact: Marco Floreani, Community Development Administrator  
Phone: (308) 385-5444 Ext. 179  
Email: marcof@grand-island.com

and the Architect:  
(Name, legal status, address and other information)

Alley Poyner Macchietto Architecture, P.C.  
1516 Cuming Street  
Omaha, NE 68102  
Contact: Perry Poyner, Principal  
Phone: (402) 341-1544  
Email: ppoyner@alleypoyner.com  
APMA Project No.: 12116  
APMA Project Name: Grand Island Downtown Revitalization

for the following Project:  
(Name, location and detailed description)

Phase 1 Downtown Revitalization Master Plan

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

The Owner and Architect agree as follows.

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## ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement in a manner consistent with locally accepted standards for professional skill and care. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

APMA and its consultants shall provide items requested in the project request for qualifications highlighted by the following:

- Assistant with the development of short and long term planning concepts for downtown that the City of Grand Island will use as a basis for procuring additional CDBG Phase 2 implementation funds
- The plan will include at a minimum the following
  - public meetings gather input from the community
  - include mixed-use development strategies for historical buildings
  - provide strategies for redevelopment of buildings for upper level housing
  - identify significant infrastructure deficiencies in the downtown
  - produce strategies for economic development and business recruitment
  - help BID and Community Development staff recruit and define responsibilities for a steering committee
  - provide data to Community Development Staff as needed for grant reporting

## ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services.

## ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are instruments of the Architect's service and are for the Owner's use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project or termination of this Agreement, the Owner's right to use the instruments of service shall cease. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

## ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.

## ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site.

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## ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Compensation for Design Services shall be a Fixed Fee of forty three thousand and zero/100 dollars (\$43,000.00). If additional study is requested by the Owner, a fee shall be negotiated in advance of providing services.

The Owner shall pay the Architect an initial payment of zero (\$ 0.00 ) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus one and one tenth percent ( 1.10 %). Reimbursable expenses shall include prints, copies, mileage for official meetings between Omaha and Grand Island, fees for project website (aecsync.com) and other approved or owner requested items.

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest from the date payment is due at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide services not included in Article 1 for additional compensation. Such services may include providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the scope, quality or budget; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; and services not completed within six ( 6 ) months of the date of this Agreement through no fault of the Architect.

## ARTICLE 7 OTHER PROVISIONS

*(Insert descriptions of other services and modifications to the terms of this Agreement.)*

7.1 It is intended by the parties to this Agreement that the Architect's services in connection with the Project shall not subject the Architect's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Alley Poyner Macchietto Architecture P.C., a Nebraska Professional Corporation, and not against any of the Architect's individual employees, officers or directors.

7.2 The Owner recognizes that the Architect's fee includes allowance for funding a variety of risks, which affect the Architect by virtue of his agreeing to perform services on the Owner's behalf. One of these risks stems from the Architects' potential for human error. In order for the Owner to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Owner agrees to limit the Architect's liability to the Owner, its successors and assigns arising from the Architects' professional acts, errors or omissions (not to exclude any charge, liability, or expense arising from gross negligence, fraud, or willful recklessness on the part of the Architect, its partners, employees, agents, representatives, subcontractors and the like) such that the total aggregate liability of the Architect to all those named shall be less than \$250,000.

7.3 The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its

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User Notes:



contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

7.4 Completion Date: March 1, 2013.

This Agreement entered into as of the day and year first written above.

**OWNER**

**City of Grand Island**

**ARCHITECT**

**Alley Poyner Macchietto Architecture, P.C.**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

For the Firm: Perry L. Poyner, Principal

\_\_\_\_\_  
(Printed name and title)

Date: \_\_\_\_\_

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Jason Eley, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PHASE I  
DOWNTOWN REVITALIZATION PLAN**

**RFP DUE DATE:** September 27, 2012 at 4:00 p.m.

**DEPARTMENT:** Community Development

**PUBLICATION DATE:** September 1, 2012

**NO. POTENTIAL BIDDERS:**

**SUMMARY OF PROPOSALS RECEIVED**

**Urban Development Services\**  
San Antonio, TX

**Alley Poyner Macchietto Architecture**  
Omaha, NE

**RDG Planning & Design**  
Omaha, NE

cc: Marco Floreani, Com. Dev. Admin.  
Jason Eley, Purchasing Agent

Mary Lou Brown, City Administrator  
Jaye Monter, Finance Director

**P1587**



# City of Grand Island

Tuesday, October 23, 2012

Council Session

## Item G4

### **#2012-307 - Approving Contract for Voice Communications System**

Staff Contact: Jaye Monter

# **Council Agenda Memo**

**From:** Jaye Monter, Finance Director

**Meeting:** October 23, 2012

**Subject:** Approving Voice Communication System at City Hall

**Item #'s:** G-4

**Presenter(s):** Andrew Duey, City of Grand Island Network Consultant  
- Duey's Computer Service, Inc.

## **Background**

On July 11, 2012 the City of Grand Island issued a request for proposals to replace the 19 year old telephone system installed at City Hall in 1993. Budget authority for replacement of the phone system is in the 2012-2013 Capital Improvement Projects Fund.

## **Discussion**

Five proposals were received on August 9, 2012; reviewed and scored by Robyn Splattstoesser, IT Manager; Stephanie Gosda, Computer Technician; Jon Rosenlund, Emergency Management Director and Andrew Duey, City of Grand Island Network Consultant.

On September 5<sup>th</sup> two vendors were invited to provide a "live" demonstration of a working telephone system using the proposed equipment for the committee to assess and examine. After the comparison, the committee recommends Business Telecommunication Systems (BTS) of Grand Island Nebraska be awarded the contract to replace the current system for \$73,196.00 including a five year warranty on products, parts and labor.

The proposed phone system will replace the current 30 phone line system and support up to 62 digital and analog phone lines. The proposed system will include 120 digital phones to replace the existing 110 phones throughout the building and also include an additional 10 IP phones which can be connected anywhere inside City Hall using existing computer network connections. The system is capable of phone line expansion along with the ability to connect to other City locations to potentially share phone lines and voice mail.

All phones will feature full duplex speakerphones replacing the existing half-duplex speakerphones that currently only exist at certain locations inside City Hall. The proposed phones have 36 programmable buttons, a larger backlit display enabling features such as caller ID, a call log, staff directory, and easier call handling capabilities.

The proposed system will include a call accounting package for detailed call log review and a voicemail system which will allow staff to receive voicemails via e-mail if desired. A unified communications mailbox allows access to the employee's voicemail directly from their computer or smartphone.

The proposed phone system will support a digital phone line connection from the current telephone service provider Century Link and support DID's. A DID is a Direct Inbound Dial number, allowing people to bypass calling the automated phone tree and dial the person they want to reach directly.

In order to minimize the inconvenience of upgrading to a new telephone system at City Hall, recommendation for conversion is to take place after hours on a weekend or in the evening after 5p.m. BTS has agreed to accommodate this request for an amount not to exceed \$3000.

## **Alternatives**

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

1. Approve the contract with Business Telecommunication Systems in the amount of \$73,196.00 and approve after hours installation not to exceed an additional \$3,000
2. Disapprove or Deny the submitted proposals
3. Postpone the issue to a future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve the Voice Communication System to Business Telecommunication Systems for \$73,196.00 plus the cost for after hour's installation not to exceed \$3000.00.

## **Sample Motion**

Approve the Voice Communications System with Business Telecommunication Systems for \$73,196.00 plus installation on a weekend or evening not to exceed \$3000.00.

RESOLUTION 2012-307

WHEREAS, the City of Grand Island invited proposals to replace the existing voice communication system within City Hall, and

WHEREAS, proposals were received, reviewed and evaluated in accordance with the established criteria in the RFP; and

WHEREAS, Business Telecommunication Systems (BTS) of Grand Island, NE submitted a proposal to replace the current system for \$73,196.00 and

WHEREAS, the proposed system includes a 5 year warranty on products, parts and labor; and

WHEREAS, Business Telecommunication Systems (BTS) of Grand Island, NE will install the system after hours not to exceed \$3000.00; and

WHEREAS, the proposed agreement has been reviewed and approved by the City Attorney's office;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from Business Telecommunication Systems of Grand Island Nebraska in the amount of \$73,196.00 and installation after hours not to exceed \$3000.00 for the City of Grand Island is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 23, 2012.

\_\_\_\_\_  
Jay Vavricek, Mayor  
Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form October 23, 2012	_____ City Attorney
---	------------------------



# Contract for Services

## Business Telecommunication Systems

Telephone Systems - Data Networking - Paging  
3312 Island Circle  
Grand Island, Nebraska 68803  
(308) 382-1011 (800) 809-5144 Fax (308) 382-0986

PROPOSAL SUBMITTED TO:

City of Grand Island

ADDRESS:

100 East 1st Street

CITY, STATE and ZIP CODE:

Grand Island, NE 68801

ATTENTION:

Robyn

PHONE:

308.385.5444

DATE:

August 9, 2012

JOB NAME:

JOB LOCATION:

JOB PHONE:

JOB FAX:

We hereby submit specifications and estimates for:

an Iwatsu ECS/SBE communication system consisting of the following:

- |                  |   |  |
|------------------|---|--|
| 1 - 620570       | Enterprise Suite TOL SBE Package including:                                     | 5) SIP Licenses                                    |
| Suite 4          | 1) IX-CME KSU Unit 1) IX-MBU Media Bridge Unit                                  | 25) Unified Communication Licenses                 |
|                  | 1) IX-PWSE Power Supply 1) 96 Port License                                      | 75) Mailbox only Licenses                          |
|                  | 1) IX-CCU Processor 1) Enterprise CSTA License                                  | 1) Soft-Fax Port                                   |
|                  | 1) IX-CCSU Latest Software 1) Dell PC Platform                                  | IMAP TSE for UC                                    |
| 1 - 620570/408KT | Voicemail Port Upgrade to up to 8 ports   |  |
| 1 - 620570.916KT | Voicemail Port Upgrade to 12 ports  |  |
| 35 - 620707      | Single Voice Mailbox License (100 mailboxes included in above voicemail system) |  |
| 1 - 000303       | IP Station License package (10 licenses)  |  |
| 1 - 040030       | Expansion Cabinet package A   |  |
| 1 - 040031       | Expansion Cabinet package B   |  |
| 2 - 101581       | IX-8UNTK-1 Analog Trunk Cards (8 circuits each)                                 |  |
| 2 - 102220       | IX-DTI-P PRI Interface cards  |  |
| 8 - 040361       | IX-16PSUB-2 Digital ICON Station Cards (16 circuits each)                       | New System Price : \$ 81,266.00                    |
| 1 - 101443       | IX-8PSUB-2 Digital ICON Station Card (8 circuits)                               | Trade in of Existing System : \$ (8,070.00)        |
| 2 - 101472       | IX-8SUBS-4 Analog Circuit Card (8 circuits each)                                | Total Installed System Price : \$ 73,196.00        |
| 2 - 101473       | IX-8ESUBS-4 Analog Circuit Daughterboard (8 circuits)                           |  |
| 1 - 101745       | IX-EDVIF Misc Card for Relays and External Paging                               | Evening or weekend installation will add \$3000.00 |
| 120 - 505810     | IX-5810 ICON Display 36 button speakerphones                                    |  |
| 10 - 505910      | IX-5910 ICON IP Display 36 button speakerphones                                 |  |
| 10 - 505009      | IX-59AC Power Supplies for IP Phones  |  |
| 1 - Nova         | Trysis Call Accounting package. (includes Dell PC)                              |  |
| 2 -              | CSU Interface for PRI to DTI Cards  |  |
| 1 -              | Minuteman E2000RM2U UPS Unit  |  |
| 1 -              | Equipment Rack 7'   |  |
|                  | Installation and configuration of system  |  |
|                  | Complete user and administrative training                                       |  |
|                  | Assistance with Carrier circuit transition                                      |  |

Includes 5 years warranty on products and parts. 5 years on labor.

We Propose hereby to furnish material and labor complete in accordance with above specifications, for the sum of:

Seventy Three Thousand One Hundred Ninety Six dollars and 00/100 ----- \$ 73,196.00

Payment to be made as follows:

**50% due upon acceptance of proposal; and the balance due upon system cutover date.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized  
Signature

*Loren Cleveland*

**Note: This proposal may be withdrawn by us if not accepted within 90 Days**

DATE OF  
ACCEPTANCE

Signature



## **City of Grand Island Voice Communications System**

### **Maintenance Agreement**

The full maintenance of the system and all subsystems provided the **BTS** will begin after cutover and extend for five years after acceptance as part of the warranty stated above and is covered in the quoted installation price.

After the warranty expires, the maintenance agreement shall automatically begin at mutually agreed prices quoted within the RFP and will be agreed upon for the first full year of maintenance (sixth year after cutover), provided that the maintenance agreement is signed along with the purchase agreement for the system. Following the first year of maintenance **BTS** agrees that maintenance cost will not increase by more than 5% per year in years three, four and five. COGI will need to choose Scenario One; full maintenance support (parts and labor) for the entire system or Scenario Two: full maintenance support (parts and labor) for the central equipment only, which includes all equipment excluding station instruments, cable infrastructure and analog devices.

BTS shall provide as part of their maintenance agreement:

- Factory certified technicians for installation, maintenance and service
- Priority Dispatch.
  - Major outage defined as trouble affecting the total system exceeding more than 8 stations or 8 trunks. **BTS** guarantees an emergency response time of 4 hours from our **BTS** service center.
  - Minor outage defined as trouble affecting less than 8 stations or 8 trunks. **BTS** guarantees a response time of less than 48 hours from a **BTS** service center.
- **BTS** shall provide critical data archiving and recovery services for all critical data on the communication. Critical data shall be defined within the scope of work.
- **BTS** will maintain a complete inventory of backup parts to maintain the proposed system. This shall consist of power supplies, processors, station cards, trunk cards and phones. 2 of each components with be maintained in stock, In the rare event that the BTS service center does not have said parts, parts will be ordered in from warehouse on an overnight shipping basis.
- **BTS** shall conduct a comprehensive annual Preventive Maintenance Visit to check and clean all critical components of the telecommunications system.
- **BTS** will supply all pertinent software upgrades for telecommunication system at no additional charge for the complete term of the agreement.

Maintenance Agreement Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_





Jason Eley, Purchasing Agent

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**REQUEST FOR PROPOSAL  
FOR  
VOICE COMMUNICATIONS SYSTEM**

**RFP DUE DATE:** August 9, 2012 at 4:00 p.m.

**DEPARTMENT:** Information Technology

**PUBLICATION DATE:** July 11, 2012

**NO. POTENTIAL BIDDERS:** 9

**SUMMARY OF PROPOSALS RECEIVED**

**Kidwell**  
Lincoln, NE

**Business Telecommunications Systems**  
Grand Island, NE

**Windstream**  
Grand Island, NE

**ACT Technologies**  
Grand Island, NE

**Dice Communications**  
Omaha NE

cc: Jaye Monter, Finance Director  
Jason Eley, Purchasing Agent

Robyn Splattstoesser, IT Manager

**P1574**



# City of Grand Island

Tuesday, October 23, 2012

Council Session

## Item G5

### **#2012-308 - Approving Bid Award - Substation Transformer Testing Services**

Staff Contact: Tim Luchsinger, Jason Eley

# **Council Agenda Memo**

**From:** Tim Luchsinger, Utilities Director  
Jason Eley, City Attorney

**Meeting:** October 23, 2012

**Subject:** Transformer Testing Services

**Item #'s:** G-5

**Presenter(s):** Tim Luchsinger, Utilities Director

## **Background**

The City of Grand Island owns seven 13.8 kV distribution substations. These substations are vital to providing reliable electrical service to the Grand Island population. Within these substations are a total of twelve 22.5 MVA distribution transformers. These transformers are the most expensive assets in the distribution system. Manufacturers recommend electrical testing every five to ten years. This testing was last performed in 2004. In addition to the distribution substation transformers, all generation related transformers need tested as well. Bids were requested on a “per transformer” basis to allow elimination from the scope of work any transformers that may be unavailable for testing during the time the contractor is on site. A total of twenty-six transformers and one underground cable were included in the bid specifications.

## **Discussion**

The request was advertised in accordance with City procurement requirements. Specifications were sent to six regional distributors. Proposals were publicly opened at 2:00 pm on September 18, 2012. Listed below is a tabulation of the proposals received:

<b><u>Services Provider</u></b>	<b><u>Exceptions</u></b>	<b><u>Proposal Price</u></b>
SPX Transformer Solutions	Yes	\$152,421.50
Solomon Corporation	Yes	\$104,525.09
Alstom Grid Co.	No	\$73,295.00
Eaton Corporation	Yes	\$71,236.32
Delta Star Inc.	Yes	\$61,525.00

Bids include appropriate sales tax.

All five bids were evaluated based upon price and conformance to the specifications. The bids received from Eaton Corporation, Solomon Corporation, and SPX Transformer Solutions met all functional specifications and contained only minor exceptions that are not critical to the project. The bid received from Delta Star Inc. did not meet the specification for including up to three mobilizations in their quote and specified additional cost for weather or other unforeseen project delays. Delta Star also included a fuel surcharge in addition to their proposed price. Therefore, this bid was not considered a viable option. The bid received from Alstom Grid Co. met all functional specifications with no exception. The bid from Eaton Corporation was the lowest acceptable bid received.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the bid from Eaton Corporation for testing twenty-six (26) Power Transformers in the amount of \$71,236.32.

### **Sample Motion**

Move to approve the bid from Eaton Corporation for testing twenty-six (26) Power Transformers in the amount of \$71,236.32.

RESOLUTION 2012-308

WHEREAS, the City of Grand Island invited sealed bids for Substation Transformer Testing Services, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on September 18, 2012, bids were received, opened and reviewed; and

WHEREAS, Eaton Corporation, of Lenexa, Kansas, 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 \$71,236.32; and

WHEREAS, the bid of the Eaton Corporation is less than the estimate for the Substation Transformer Testing Services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of the Eaton Corporation in the amount of \$71,236.32, for Substation Transformer Testing Services, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 23, 2012.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 19, 2012	☐ City Attorney



Jason Eley, Purchasing Agent

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**BID OPENING**

**BID OPENING DATE:** September 18, 2012 at 2:00 p.m.  
**FOR:** Substation Transformer Testing Services  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$125,000.00  
**FUND/ACCOUNT:** EW010  
**PUBLICATION DATE:** September 7, 2012  
**NO. POTENTIAL BIDDERS:** 6

**SUMMARY**

<b>Bidder:</b>	<b><u>Solomon Corporation</u></b> Solomon, KS	<b><u>Delta Star Inc.</u></b> Lynchburg, VA
<b>Bid Security:</b>	Travelers Casualty & Surety Co.	Fidelity & Deposit Co.
<b>Exceptions:</b>	Noted	None
<b>Bid Price:</b>	<b>\$97,687.00</b>	<b>\$57,500.00</b>
<b>Sales Tax:</b>	<b><u>\$ 6,838.09</u></b>	<b><u>\$ 4,025.00</u></b>
<b>Total Bid Price:</b>	<b>\$104,525.09</b>	<b>\$61,525.00</b>

<b>Bidder:</b>	<b><u>Eaton Corporation</u></b> Lenexa, KS	<b><u>SPX Transformer Solutions, Inc.</u></b> Waukesha, WI
<b>Bid Security:</b>	Travelers Casualty & Surety Co.	Liberty Mutual Insurance Co.
<b>Exceptions:</b>	Noted	Noted
<b>Bid Price:</b>	<b>\$66,576.00</b>	<b>\$142,450.00</b>
<b>Sales Tax:</b>	<b><u>--</u></b>	<b><u>\$ 9,971.50</u></b>
<b>Total Bid Price:</b>	<b>\$66,576.00</b>	<b>\$152,421.50</b>

**Bidder:** Alstom Grid Co.  
Stow, OH  
**Bid Security:** Liberty Mutual Insurance Co.  
**Exceptions:** None  
  
**Bid Price:** \$68,500.00  
**Sales Tax:** \$ 4,795.00  
**Total Bid Price:** \$73,295.00

cc: Tim Luchsinger, Utilities Director  
Jason Eley, Purchasing Agent

Bob Smith, Assist. Utilities Director  
Pat Gericke, Utilities Admin. Assist.

**P1588**



# City of Grand Island

Tuesday, October 23, 2012

Council Session

## Item G6

**#2012-309- Approving Bid Award for the Law Enforcement Center  
& Downtown Parking Lot Snow Removal Operations for the  
2012/2013 Winter Season**

Staff Contact: Terry Brown, Interim Public Works Director



# **Council Agenda Memo**

**From:** Terry Brown, Interim Public Works Director  
Steve Lamken, Police Chief

**Meeting:** October 23, 2012

**Subject:** Approving Bid Award for the Law Enforcement Center  
& Downtown Parking Lot Snow Removal Operations for  
the 2012/2013 Winter Season

**Item #'s:** G-6

**Presenter(s):** Terry Brown, Interim Public Works Director

## **Background**

On September 20, 2012 the Engineering Division of the Public Works Department advertised for proposals for Snow Removal Operations at the Law Enforcement Center & Downtown Parking Lots for the 2012/2013 winter season including equipment and labor.

There were seven (7) potential proposers for this work.

## **Discussion**

Two (2) proposals were received and opened on October 9, 2012. The Engineering Division of the Public Works Department and the Purchasing Division of the City Attorney's Office reviewed the proposal that was received. The proposal is shown below.

<b>Bidder</b>	<b>Description</b>	<b>Unit</b>
Premier Snow Removal, LLC of Grand Island, NE	Trucks for hauling snow	\$ 35.00 per load
	Tractor Loader w/ Box Blade	\$120.00 per hour
	Skid Steer Loader	\$100.00 per hour
	Tractor with Pull Blade (minimum 24' width)	\$200.00 per hour
Lacy Construction Company of Grand Island, NE	Trucks for hauling snow	\$ 70.00 per load
	Tractor Loader w/ Box Blade	\$120.00 per hour
	Skid Steer Loader	\$ 95.00 per hour
	Tractor with Pull Blade (minimum 24' width)	\$315.00 per hour

City Staff is requesting the option to renew the agreement on an annual basis for a five (5) year period, at which time proposals will be solicited.

### **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 awarding the bid for Snow Removal Operations at the Law Enforcement Center & Downtown Parking Lots to Premier Snow Removal, LLC of Grand Island, Nebraska and authorize the Mayor to execute a contract for the work.

### **Sample Motion**

Motion to approve awarding the bid for Snow Removal Operations at the Law Enforcement Center & Downtown Parking Lots to Premier Snow Removal, LLC of Grand Island, Nebraska.

RESOLUTION 2012-309

WHEREAS, the City Of Grand Island invited sealed proposals for Snow Removal Operations at the Law Enforcement Center & Downtown Parking Lots, according to specifications on file in the office of the Public Works Department; and

WHEREAS, on October 9, 2012, bids were received, opened and reviewed; and

WHEREAS, Premier Snow Removal, LLC of Grand Island, Nebraska, submitted a bid in accordance with terms of the advertisement of the specifications and all other statutory requirements contained therein, such bid being as follows:

	<u>Cost Per Hour</u>
Trucks for Hauling Snow	\$ 35.00 per load
Tractor Loader w/ Box Blade	\$120.00 per hour
Skid Steer Loader	\$100.00 per hour
Tractor with Pull Blade	\$200.00 per hour

WHEREAS, the City will have the option to renew the contract on an annual basis for a five (5) year period, at which time proposals will be solicited.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Premier Snow Removal, LLC of Grand Island, Nebraska for snow removal operations in the amounts identified above is hereby approved as the lowest responsible bid submitted.

BE IT FURTHER RESOLVED, that a contract between the City and such contractor for such snow removal operations be entered into, and 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, October 23, 2012.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 19, 2012	☐ City Attorney

## CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of October, 2012, by and between Premier Snow Removal LLC., hereinafter called the Contractor and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for proposals to be published, for furnishing equipment and labor for snow removal operations; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Contractor to be the lowest responsive proposer complying with Chapter 73, Revised Statutes of Nebraska, and has duly awarded to said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, or themselves, and its, theirs, or their successors, as follows:

ARTICLE I. That the contractor shall (a) furnish all tools equipment, superintendence, transportation, and other construction accessories, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached Specifications Form, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's proposal;

ARTICLE II. In consideration of the Contractor performing the provisions of this contract, the City agrees to pay for labor and equipment as follows:

- |    |  |                   |
|----|--|-------------------|
| 1. | Trucks for Hauling Snow<br>(10 cubic yard - minimum)             | \$35.00 per load  |
| 2. | Tractor Loader w/ Box Blade<br>(minimum capacity - 3 cubic yard) | \$120.00 per hour |
| 3. | Skid Steer Loader<br>(minimum 84" width)                         | \$100.00 per hour |
| 4. | Tractor with Pull Blade<br>(minimum 24' width)                   | \$200.00 per hour |

Payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. Lots to be cleared of snow are as follows:

- Law Enforcement Center (111 Public Safety Drive)
- Lot at N Pine and South Front (Southeast corner)
- Lot at N Pine and W 3<sup>rd</sup> (Southeast corner)
- Lot at N Locust and W South Front (Southeast corner)
- Lot at N Walnut and W South Front (Northeast corner)
- Lot at N Walnut and W South Front (Southeast corner)
- Lot at N Walnut and W 2<sup>nd</sup> (Northeast corner)
- Lot at N Walnut and W 1<sup>st</sup> (Southeast corner)
- Lot at S Wheeler and W 1<sup>st</sup> (Southeast corner)
- Parking Ramp at N Locust and W 1<sup>st</sup> (Northeast corner) – (Loading & Hauling Only, as clearing of the ramp is a separate bid).

ARTICLE IV. Due to the Law Enforcement Center providing essential public safety services the Contractor shall be capable of mobilizing its labor and equipment to begin operations at the Center with two (2) hours notice by the City. This lot shall receive priority for snow removal.

ARTICLE V. There will be no need for materials or supplies to be incorporated into this particular work for the City.

ARTICLE VI. The term of this agreement shall be from the date of the last party signing the contract to September 30, 2013. The City will have the option to renew the agreement on an annual basis for a five (5) year period, at which time proposals will be solicited. The agreement shall be automatically extended in one year increments upon the same terms and conditions unless terminated by service of notice of termination by either party on or before July 31<sup>st</sup> of any year this agreement continues in full force and effect.

ARTICLE VII. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska.

ARTICLE VIII. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability and to comply at all times with all applicable state and federal civil rights acts and executive orders of the President of the United States.

ARTICLE IX. Every public contractor and their subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

ARTICLE X. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE XI. City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a

program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE XII. The City reserves the right to terminate this contract at any time upon 60 days notice. If the contract is terminated, the contractor will be compensated for any services rendered to date of termination.

ARTICLE XIII. FAIR EMPLOYMENT PRACTICES: Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, gender or political affiliation.

ARTICLE XIV. LB 403: Every public contractor and their subcontractors who are awarded an agreement by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

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

**Premier Snow Removal LLC.**

By \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

**CITY OF GRAND ISLAND, NEBRASKA**

By \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

Attest \_\_\_\_\_  
City Clerk

The contract is in due form according to law and hereby approved.

\_\_\_\_\_  
Attorney for the City

Date \_\_\_\_\_

**APPENDIX A – TITLE VI NON-DISCRIMINATION -**

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

- (1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subconsultants, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a subagreement, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - (a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
  - (b.) cancellation, termination or suspension of the agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The consultant shall take such action with respect to any subagreement or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.



Jason Eley, Purchasing Agent

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**REQUEST FOR PROPOSAL  
FOR  
SNOW REMOVAL OPERATIONS AT LAW ENFORCEMENT CENTER &  
DOWNTOWN PARKING LOTS**

**RFP DUE DATE:** October 9, 2012 at 4:00 p.m.

**DEPARTMENT:** Public Works

**PUBLICATION DATE:** September 20, 2012

**NO. POTENTIAL BIDDERS:** 7

**SUMMARY OF PROPOSALS RECEIVED**

**Premier Snow Removal**  
Grand Island, NE

**Lacy Construction Co.**  
Grand Island, NE

cc: Terry Brown, Interim Public Works Director  
Jason Eley, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.  
Steve Lamken, Police Chief

**P1595**





# City of Grand Island

Tuesday, October 23, 2012

Council Session

## Item G7

**#2012-310- Approving Renewal of Website Hosting Agreement  
with Vision Internet**

Staff Contact: Wendy Meyer-Jerke, Public Information Officer

# **Council Agenda Memo**

**From:** Wendy Meyer-Jerke, Public Information Officer

**Meeting:** October 23, 2012

**Subject:** Website Hosting Agreement with Vision Internet

**Item #'s:** G-7

**Presenter(s):** Wendy Meyer-Jerke, Public Information Officer

## **Background**

The current City of Grand Island website, [www.grand-island.com](http://www.grand-island.com), was rebuilt in 2009 by Vision Internet, of Santa Monica, California, and is currently hosted by Vision Internet. Vision Internet was founded in 1995 and specializes in city and county government website builds and redevelopments. The website is currently maintained and updated by over 50 City of Grand Island employees.

Some of the interactive features of the City's website includes: e-notifications of news and calendar items, central document tool, online forms, live video streaming, social media tools, sign-up for activities, and online bill pay.

## **Discussion**

The proposed web hosting agreement has been reviewed and approved by the City's Legal Department. This agreement is a renewal of the previous three year agreement with Vision Internet to provide the web hosting services for the City of Grand Island website, [www.grand-island.com](http://www.grand-island.com).

The agreement would start on November 3, 2012 and remain in effect for a period of one year and continue to be in effect on a year-to-year basis thereafter for up to three years. The agreement will include a \$231.52 monthly hosting fee, with a five percent annual increase. This agreement is similar to the original three year agreement approved by city council in 2009 which included a monthly hosting fee of \$200, with a five percent increase each year thereafter.

Under this agreement additional services including but not limited to website maintenance, custom data updates, and new components will be billed separately at Vision Internet's prevailing hourly rates.

### **Alternatives**

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

1. Move to approve the renewal of the website hosting agreement with Vision Internet.
2. Deny the renewal of the website hosting agreement with Vision Internet.
3. Take no action on the contract renewal.

### **Recommendation**

City Administration recommends city council approve the renewal of the website hosting agreement for a term of three years with Vision Internet which includes a monthly hosting fee of \$231.52, along with a five percent annual increase.

### **Sample Motion**

Motion to approve the website hosting renewal agreement beginning on November 3, 2012 for a term of three years between the City of Grand Island and Vision Internet.

RESOLUTION 2012-310

WHEREAS, the City of Grand Island continually works on maintaining and updating the City of Grand Island's website, [www.grand-island.com](http://www.grand-island.com), with accurate and current information to be utilized by citizens; and

WHEREAS, the City of Grand Island entered into an agreement with Vision Internet of Santa Monica, California, to rebuild the City's website and for hosting services on February 10, 2009; and

WHEREAS, the current agreement is soon to expire, and

WEHREAS, a new agreement has been negotiated with Vision Internet to continue to provide web hosting services for the City of Grand Island website for a term of three years beginning on November 3, 2012; and

WEHREAS, the negotiated agreement will include a \$231.52 monthly hosting fee, with an annual five percent increase; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the three-year contract with Vision Internet to provide web hosting services for the City of Grand Island's website, [www.grand-island.com](http://www.grand-island.com), is hereby approved, and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 23, 2012.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 19, 2012	☐ City Attorney

**Website Hosting Agreement  
Vision Internet Providers Incorporated  
Account Terms and Conditions**

This Terms and Conditions, and any addendum signed by the parties and attached hereto, represents the complete agreement and understanding ("Agreement") between Vision Internet Providers Inc. ("Vision Internet"), a California corporation, and CITY OF GRAND ISLAND, the "Client", and supersedes any other written or oral agreement with regard to the Web Hosting Services provided for herein. Any modification of this Agreement is valid only if the modification is in writing and signed by both parties.

**Service Provisions**

Pursuant to the terms herein, Vision Internet agrees to provide World Wide Web, Web Hosting Services for the Client's Website ("Hosting Services"). Vision Internet will provide Hosting Services to the Client in exchange for payment of fees and compliance with the terms and conditions of this Agreement. Hosting Services are defined as the storage of Client files on a Vision Internet Web server.

Unless otherwise provided in a separate contract or an addendum to this Agreement signed by the parties, the Client is solely and exclusively responsible for creating, supporting, configuring, altering, maintaining and monitoring any and all materials on the Website. Any changes, alterations or modification requested by the Client to their Website may be subject to a fee to be quoted by a Vision Internet representative at the time of the request.

**Monthly Hosting**

Vision Internet will provide shared website hosting on a Microsoft Windows 2008 Server and shared database hosting on a Microsoft SQL Server 2005 for one (1) unique domain using the Vision Content Management System developed under a previous agreement.

Rate: \$231.52 per month for standard, shared hosting.

Start-up Fee: \$0 based on one year term

Additional services including but not limited to website maintenance, custom data updates, application hosting will be billed at Vision Internet's prevailing hourly rates.

**Term**

This Agreement will begin on November 3, 2012 and remain in effect for a period of one year (the "Initial Term"). With respect to the Initial Term, unless one party has given written notice to the other party of its intent not to renew this agreement at least thirty (30) days prior to expiration of the Initial Term, this Agreement will continue in effect on a year-to-year basis thereafter for up to three years after the beginning of the Initial Term until one party gives written notice to the other of its intent not to renew this Agreement at least thirty (30) days prior to the expiration of any renewal term. If the Term of this Agreement is extended or renewed in accordance with the foregoing, all of the terms and conditions of this Agreement shall continue, unmodified, in full force and effect, until the end of the last applicable renewal or extension Term, except that all rates, fees, charges, and compensation payable to Vision Internet hereunder shall be increased by five percent (5%) per year, for each annual renewal period extending the term hereof.

**Website Usage**

The Client agrees to use the Hosting Services in strict accordance with, but not limited to, all local, state,

1

Client's Initials\_\_\_\_\_

and federal laws. The Client hereby agrees that any text, data, graphics, or any other material published by the Client on their Website is free from violation of or infringement upon copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others, and is free from obscenity or libel. The display or publication of pornographic material is strictly prohibited.

The Client warrants that it has or has obtained all rights necessary to display all the images, data, information or other items being displayed at the Client's Website. The Client expressly authorizes Vision Internet to display those images, data, information or other items.

If Vision Internet discovers that the Client is displaying content that is in violation of any of the foregoing provisions, Vision Internet reserves the right to discontinue access to the Client's Website without prior notice. However, the Client shall remain liable for all payments due under this agreement as if access had not been interrupted.

The Client is assigned a password to gain access to Hosting Services. The Client agrees to be responsible for keeping the password secure and will immediately notify Vision Internet if the password is lost or stolen. The Client shall be responsible for all use of Hosting Services accessed through the Client's password. The Client's password is not transferable and is subject to any limits established by Vision Internet.

#### **Responsibility for payment**

The Client is responsible for all charges for the account.

Vision Internet will invoice in advance via e-mail or U.S. Mail. Payment of amounts invoiced are due upon receipt. Payments by check not received by Vision Internet within 45 days of the billing date will be considered delinquent. A finance charge of 1.5% per month will apply if full payment is not received by due date. Returned checks are subject to a charge of \$25.00.

Accounts that are delinquent by 15 days are put on suspension and Website access is denied. Accounts that are unpaid for 30 days automatically have their files archived. Accounts that are unpaid for 45 days will have their files purged. Vision Internet accounts continue to accrue charges while they are on suspension. Vision Internet reserves the right to charge a reactivation fee of \$200 for any account that is suspended and subsequently reactivated.

The Client agrees to be liable for all costs of collection of any delinquent invoices including, but not limited to, collection agency fees, reasonable attorney's fees, and court costs.

#### **Warranties**

Vision Internet does not warrant any connection to, transmission over, nor results of use of, any network connection or facilities provided under this agreement. **Vision Internet MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS OF THIS SERVICE FOR A PARTICULAR PURPOSE WHATSOEVER.** In no event, at any time, shall the aggregate liability of Vision Internet exceed the amount of fees paid by Client to Vision Internet and Vision Internet shall not be responsible for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other damages, however caused.

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Client's Initials \_\_\_\_\_



Vision Internet assumes no responsibility for any damages suffered by the Client, including, but not limited to, server down time, loss of data, loss of business, mis-deliveries, delays, non-deliveries, access speed, or service interruptions of any kind.

The Client acknowledges that the information available through the interconnecting networks may not be accurate. Vision Internet has no ability or authority over the material. In addition, Vision Internet has no liability for the quality, accuracy, or validity of the data/information gathered from the Internet. Use of information gathered through the use of Vision Internet services is at the risk of the Client.

#### **The Internet**

The Client acknowledges that, when using the Internet, the Client is using a completely different physical network than the Vision Internet communications network and different content than available on Vision Internet. The reliability, availability and performance of resources accessed through the Internet are beyond Vision Internet's control and are not in any way warranted or supported by Vision Internet. The Client acknowledges that safeguards relative to copyright, ownership, decency, reliability and integrity of content may be entirely lacking with respect to the Internet and content accessible through it. Vision Internet makes no warranty that any systems accessed will be free of computer viruses. The Client is responsible for making backup copies of their files. The Client assumes all risk and liability of its use of the Internet.

The Client specifically acknowledges that Vision Internet provides access to other systems not controlled by Vision Internet including, but not limited to, discussion groups, Websites and databases, that may contain pictures and language intended for adult audiences. The Client further understands that Vision Internet is not responsible for any damages that may result from exposure to such material and the Client agrees to hold Vision Internet harmless from any damages that may result.

#### **Domain Name and Secure Digital Certificate**

If agreed to under this Agreement, Vision Internet will apply for a custom domain name of the Client's choosing. Vision Internet cannot guarantee the availability of any particular name. Client is responsible for all fees charged by the registrar (i.e. Verisign or Dotster) including setup and renewal fees. Client shall be responsible for all licensing fees, if any, including but not limited to secure digital certificate renewal fees.

#### **Indemnification**

Vision Internet will defend, hold harmless and indemnify Client from and against all liability costs and expenses including reasonable attorney fees resulting from claims of injury to person, damages to property, or monetary damages arising out of Vision Internet's negligence or intentional misconduct.

The Client will defend, hold harmless and indemnify Vision Internet, its officers, directors, shareholders, employees and agents from and against all liability costs and expenses including reasonable attorney fees resulting from claims of injury to person, damages to property, or monetary damages arising out of the Client's negligence or intentional misconduct.

#### **Abuse of Services**

Any misuse of Vision Internet resources that disrupts Vision Internet's business is considered abuse and will not be tolerated. Examples of misuse include but are not limited to the display of pornography, the sending of chain letters, advertisements, solicitations, or mass mailings to individuals who have not

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Client's Initials \_\_\_\_\_

agreed to be contacted in this manner ("Spam"). Such conduct will result in immediate termination of Hosting Services.

The Client agrees not to use any process, program or tool via Vision Internet for gaining unauthorized access to the accounts of other Vision Internet clients, customers or account holders or other Vision Internet systems. The Client agrees not to use Hosting Services to make unauthorized attempts to access the systems and networks of others. Any attempt to do so will result in immediate termination of Hosting Services.

The Client agrees not to use Hosting Services in a manner in which system or network resources are denied to other Vision Internet clients, customers or account holders. This includes, but is not limited, to excessive memory usage and programs that consume excessive CPU resources.

If the Client breaches any term of this Agreement, Vision Internet reserves the right to suspend access to the Client's Website without prior notice and may terminate this Agreement. However, if access is only suspended, the Client shall remain liable for all payments due under this agreement as if access had not been interrupted.

The Client may not use the Hosting Services for any unlawful or destructive purpose including, but not limited to, copyright and/or trademark infringement. Client files and web pages stored on Vision Internet systems are expressly forbidden from containing, directing or linking to pornographic material. Content of such files will result in immediate suspension. Vision Internet does not allow use of its services as a door or signpost to another server.

#### **Other**

The headings in this Agreement are intended solely for convenience and shall be given no effect in the construction or interpretation of this agreement.

The Client agrees that a failure to exercise or delay in exercising any right, power or privilege on the part of Vision Internet will not operate as a waiver or estoppel thereof.

Neither the course of conduct between parties nor any trade practice shall act to modify the provisions of this Agreement except as expressly stated herein.

This Agreement shall be governed by and construed in accordance with the laws of the United States of America, and the State of California. Any cause of action of the Client with respect to the services provided hereunder must be instituted within one year after the claim or cause of action has arisen or be forever barred. Further, jurisdiction and venue for any cause of action or claim with respect to the services provided hereunder shall be exclusively in the County of Los Angeles.

Except for any injunctive relief or similar remedy, which may be sought in any court of competent jurisdiction subject to the immediately preceding paragraph, any controversy, dispute, claim or counterclaim, whether it involves a disagreement about this Agreement or its meaning, interpretation, or application; the performance of the Agreement; questions of arbitrability as to subject matter of the dispute; whether an agreement to arbitrate exists and, if so, whether it covers the dispute[s] in question; or any other question of arbitrability or form of disagreement or conflict among the parties to the Agreement, shall be submitted to final and binding arbitration at the request of either party, in accordance

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with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place in the County of Los Angeles. The arbitrators shall apply California substantive law and the California Evidence Code to the proceeding. The arbitrators shall have the power to grant all legal and equitable remedies and award compensatory damages provided by California law. The arbitrators shall prepare in writing and provide to the parties an award including factual findings and the reasons on which the decision is based. The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected pursuant to California Code of Civil Procedure sections 1286.2 or 1286.6 for any such error. In the event the parties are unable to agree as to the arbitrator, each shall select an arbitrator who shall, in turn, select the third and sole arbitrator. Each party shall be responsible for one-half of the costs for the arbitrator(s) and arbitration.

Should a dispute, including but not limited to any litigation or arbitration be commenced (including any proceedings in a bankruptcy court) between the parties hereto or their representatives concerning any provision of this Agreement, or the rights and duties of any person or entity hereunder, the party or parties prevailing shall be entitled to attorneys' fees, expenses of counsel and court costs incurred by reason of such action.

With the intent to be legally bound, each of the undersigned hereby covenants and acknowledges that he, she or it (a) has read each of the terms set forth herein, (b) has the authority to execute this Agreement for such person or entity, and (c) expressly consents and agrees that the person or entity upon behalf of which the undersigned is acting shall be bound by all terms and conditions contained herein.

The parties have each been advised to seek independent legal counsel in entering into this Agreement and the transactions described herein. In the event a party chooses not to seek independent legal counsel, that party does so freely and knowingly and waives any such rights to counsel. As a result, the parties do not believe that the presumptions of California Civil Code section 1654 relating to the interpretation of contracts against the drafter of any particular clause should be applied in this case and therefore the parties knowingly and freely waive its effects.

Force Majeure: Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within ten (10) days after occurrence of such cause or event.

It is understood and agreed that if any interpretation is to be made of this Agreement, the same shall not be construed for or against any of the Parties. If any provision of this Agreement is determined to be invalid, all other provisions shall remain in full force and effect.

This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement. This Agreement becomes effective upon Vision Internet's receipt of an executed copy of this agreement and receipt of any sums of money that are provided for herein.

All notices under this Agreement shall be in writing and effective on the date of delivery if delivered by personal service, Federal Express, or facsimile; or effective three (3) days after deposit in first class U.S.

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Client's Initials\_\_\_\_\_

mail, postage prepaid, to each party as follows:

(a) Client: City of Grand Island

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

Fax: \_\_\_\_\_

(b) Vision Internet:

2530 Wilshire Boulevard, 2nd Floor

Santa Monica, California 90403

Attn: Steven Chapin

Fax: (310) 656-3103

CITY OF GRAND ISLAND

DATE: \_\_\_\_\_ By: \_\_\_\_\_

Print Name \_\_\_\_\_ Print Title \_\_\_\_\_

VISION INTERNET PROVIDERS, INC.

DATE: 10/12/12 By: \_\_\_\_\_

\_\_\_\_\_  
STEVEN CHAPIN Title: President

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Client's Initials \_\_\_\_\_



# City of Grand Island

Tuesday, October 23, 2012

Council Session

## Item H1

**Consideration of Request from Faulk & Foster on behalf of Verizon Wireless for a Conditional Use Permit for Construction of an 80' Monopole and Equipment Shelter Located at 1922 West 3rd Street**

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

Staff Contact: Craig Lewis



# City of Grand Island

Tuesday, October 23, 2012

Council Session

## Item I1

**#2012-311- Approving the Exemption of the Capital Avenue Widening – Webb Road to Broadwell Avenue Project from being Partially Funded by a Paving Assessment District**

Staff Contact: Terry Brown, Interim Public Works Director

# **Council Agenda Memo**

**From:** Terry Brown, Manager of Engineering Services

**Meeting:** October 23, 2012

**Subject:** Approving the Exemption of the Capital Avenue Widening – Webb Road to Broadwell Avenue Project from being Partially Funded by a Paving Assessment District

**Item #'s:** I-1

**Presenter(s):** Terry Brown, Interim Public Works Director

## **Background**

A public meeting was held on August 21, 2012 to provide information and accept input regarding the Capital Avenue Widening – Webb Road to Broadwell Avenue Project.

At the October 9, 2012 City Council meeting the Public Works Administration staff, along with Olsson Associates staff gave a presentation of the Capital Avenue Widening – Webb Road to Broadwell Avenue Project.

## **Discussion**

It is recommended that a paving district not be created for this roadway project, based on the lack of benefit for the majority of property owners along the project to form a paving assessment district to partially fund this improvement. There have been numerous responses from the public disapproving the formation of a paving assessment district.

## **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 resolution exempting the Capital Avenue Widening – Webb Road to Broadwell Avenue Project from being partially funded by a paving assessment district.

## **Sample Motion**

Move to approve the resolution.

## RESOLUTION 2012 -311

WHEREAS, by Resolution 2012-124 Grand Island City Council approved entering into an agreement with the Nebraska Department of Roads for the Capital Avenue Widening – Webb Road to Broadwell Avenue Project; and

WHEREAS, on August 21, 2012 the project team, consisting of staff from the Public Works Department and Olsson Associates, conducted an informational meeting and received numerous responses from the public disapproving formation of a paving assessment district to partially fund the improvement because of lack of benefit for the majority of property owners along the project; and

WHEREAS, Section 16-606 of the Nebraska Revised State Statute states “The Council may assess and levy the whole expense and damage incurred in the creation of any street, avenue, or alley upon the real property fronting upon the same and other property nearby that may be benefited thereby in proportions according to benefits, and

WHEREAS, current policies and procedures for establishing a paving assessment district dictate the boundary of the district to be all property which extends back from the improved street half way to the next parallel street – 300 feet is the maximum limit for this distance; and

WHEREAS, Capital Avenue at this location is an arterial road, and current policies and procedures for developing a paving assessment district on this project may be inconsistent with Section 16-606 of the Nebraska Revised State Statute.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, herby direct Public Works Administration to exempt the Capital Avenue Widening – Webb Road to Broadwell Avenue Project from being partially funded by a paving assessment district.

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Adopted by the City Council of the City of Grand Island, Nebraska, October 23, 2012.

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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 19, 2012	☐ City Attorney

RESOLUTION 2011-124

WHEREAS, the City of Grand Island Public Works Department prepared a Project Programming Request to the Nebraska Department of Roads for the Capital Avenue, Webb Road to Broadwell Avenue; and

WHEREAS, such request was approved by the Nebraska Department of Roads on April 5, 2011; and

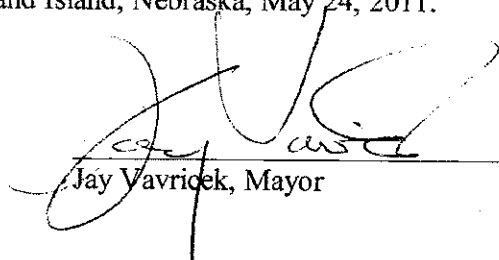
WHEREAS, the total project cost is currently estimated at \$3,250,639, with \$650,129 being the responsibility of the City of Grand Island; and

WHEREAS, an agreement with the Nebraska Department of Roads is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement with the Nebraska Department of Roads for the Capital Avenue, Webb Road to Broadwell Avenue Project is hereby approved; and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, May 24, 2011.

  
Jay Vavricek, Mayor

Attest:

  
RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>
May 23, 2011	<input type="checkbox"/> City Attorney



# Capital Avenue Project





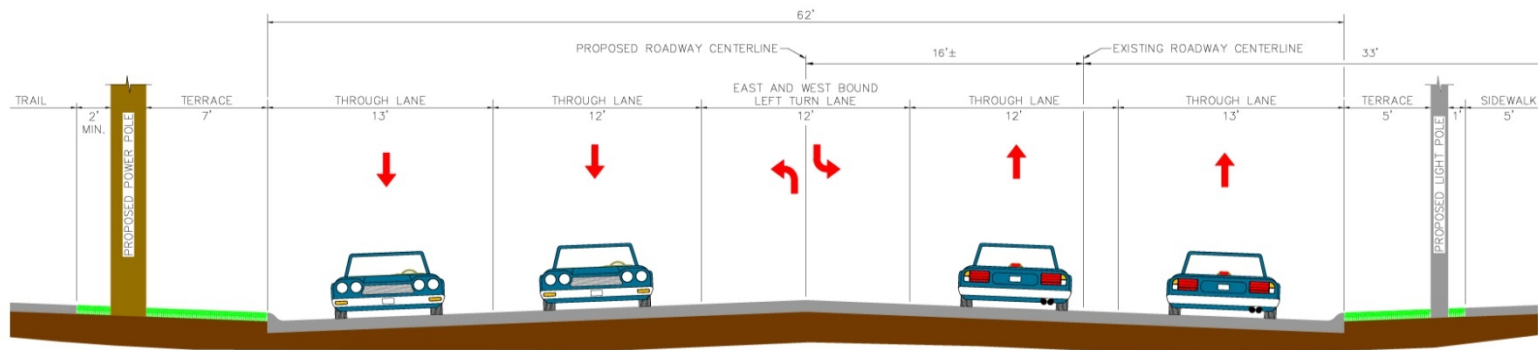
Capital Avenue – Webb Road to Broadwell Avenue  
Purpose and Need Statement

🇺🇸 The purpose of this project is to reconstruct Capital Avenue to accommodate traffic volumes and enhance motorist and pedestrian safety. This project will meet current and future traffic needs by constructing a 5-lane street section with a 10 foot wide Hike/Bike Trail

\*Project is Federally Funded up to 80% with a 20% Local match

# Traffic Review

## Proposed Roadway Section




# HAWK Pedestrian Signal





## Paving Assessment District

### Nebraska State Revised Statute 16-606

 The council may assess and levy the whole expense and damage incurred in the creation of any street, avenue, or alley upon the real property fronting upon the same and other property nearby that may be benefited thereby **in proportions according to benefits .”**

 State statute requires government properties to be included in assessed costs

## Paving Assessment Districts (cont.)

- District creation may occur either by petition from property owner(s) or order via an Ordinance by City Council
- Although each district must be reviewed individually, the same basic principles are generally used in each case. The assessable area, or district boundary, is usually established by including all property which extends back from the improved street half way to the next parallel street. 300 feet is the maximum limit for this distance.

## Paving Assessment District (cont.)

- ➊ Improvements due to street widths over 37 feet for residential streets and 41 feet commercial streets are not assessed to property owners
- ➋ Replacement costs for existing paving are not included in assessment costs

## Proposal for Federally Funded Routes

- 🇺🇸 Review as each project is presented and make a determination based on benefits to properties involved in the improvement area.



## **Capital Ave Widening from the Moores Creek Drain to Webb Rd VS.**

### **Capital Ave Widening from Webb Rd to Broadwell Ave**

- 🇺🇸 The Moores Creek Drain to Webb Road Widening project was through a commercial corridor, with the project benefiting businesses by providing better traffic flow to their location
- 🇺🇸 The Webb Road to Broadwell Avenue Widening project is mainly through a residential area, with the project benefiting motorists traveling into/through the City

## Paving Project Assessment History

### STREET IMPROVEMENT ASSESSMENT DISTRICTS

Date	District No.	Resolution / Ordinance No.	Assessed Amount	Project Location
2/14/2012	1256	2012-BE-1	\$ 732,831.98	Capital Ave from Moores Creek Drain to Webb Rd
1/23/2007	1258	2007-BE-2	\$ 132,300.28	Extending Faidley Ave west of Diers Ave 650' (new roadway)
2/14/2006	1255	2006-BE-2	\$ 315,637.57	Independence Ave; Shanna St & Lariat Ln (new roadway)
4/12/2005	1221	2005-BE-4	\$ 66,739.20	S Locust from US Hwy 34 to Stolley Park Rd
6/22/2004	1248	2004-BE-9	\$ 99,849.46	Faidley Ave from Moore's Creek Drainway easterly towards Diers Ave (new roadway)
11/18/2003	1239	2003-BE-23	\$ 695,493.98	Gold Core Dr in Platte Valley Industrial Park (new roadway)
2/26/2002	1237	2002-BE-3	\$ 399,311.75	Wortman Dr (new roadway)
3/13/2001	1233	2001-BE-7	\$ 132,373.52	Juergen Rd (new roadway)
1/9/2001	1225	2001-BE-1	\$ 432,970.63	Allen Dr (new roadway)
11/22/1999	1218	99-BE-19	\$ 334,495.62	Juergen Rd (Platte Valley Industrial Park)
11/22/1999	1212	99-BE-18	\$ 140,751.84	Ada St
8/14/1995	1188	95-BE-011	\$ 218,617.84	State St
7/3/1989	1130G	-	\$ 9,719.60	Broadwell Ave from Oklahoma Ave to Anna St
6/20/1988	1125	-	\$ 20,451.65	Wheeler Ave from 17th St to Capital Ave

# Capital Avenue Widening from Webb Road to Broadwell Avenue Cost Per Budget Year

Total Project Cost = \$7,850,000

Total City Share of Project = \$1,549,000

Fiscal Year	Total Funds Expended	Federal Reimbursements to City	Actual City Funds Expended
2012	\$ 66,000.00	\$ -	\$ 66,000.00
2013	\$ 433,000.00	\$ 320,000.00	\$ 113,000.00
2014	\$ 1,818,800.00	\$ 1,280,000.00	\$ 538,800.00
2015	\$ 831,200.00	\$ -	\$ 831,200.00
Total	\$ 3,149,000.00	\$ 1,600,000.00	\$ 1,549,000.00

....In Summary

## Capital Avenue Widening from Webb Road to Broadwell Avenue

🌊 Total Project Cost = \$7,850,000

🌊 Total Local Cost = \$1,549,000

🌊 It is recommended that a resolution be passed by City Council to inform Federal Highway Administration and Nebraska Department of Roads of the City's local funding for this project.



# City of Grand Island

Tuesday, October 23, 2012

Council Session

## Item I2

### **#2012-312 - Consideration of Amendment to the Redevelopment Plan Area 1 Located at 1103 St. Paul Road**

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

Staff Contact: Chad Nabity

## RESOLUTION 2012-312

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

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

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

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

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

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

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: property acquisition, site preparation, utilities extensions, landscaping, concrete and fee associated with the redevelopment project. All redevelopment activities will occur in Grand Island, Hall County, Nebraska; and

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

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

Approved as to Form	☐ _____
October 19, 2012	☐ City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No.1 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission with respect to the Redevelopment Contract.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall be January 1, 2014 as follows:
  - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
  - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.
  - c. The Mayor and City Clerk are authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.

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

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Adopted by the City Council of the City of Grand Island, Nebraska, October 23, 2012.

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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk





# City of Grand Island

Tuesday, October 23, 2012

Council Session

## Item I3

### **#2012-313 - Consideration of Amendment to the Redevelopment Plan Area 2 Located at 1112 South Locust Street**

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

Staff Contact: Chad Nabity

## RESOLUTION 2012-313

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

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

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

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

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

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

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: property acquisition, site preparation, utilities extensions, landscaping, concrete and fee associated with the redevelopment project. All redevelopment activities will occur in Grand Island, Hall County, Nebraska; and

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

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

Approved as to Form	by _____
October 19, 2012	City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 2 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission with respect to the Redevelopment Contract.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall be January 1, 2014 as follows:
  - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
  - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.
  - c. The Mayor and City Clerk are authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.

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

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Adopted by the City Council of the City of Grand Island, Nebraska, October 23, 2012.

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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, October 23, 2012

Council Session

## Item I4

### **#2012-314 - Approving Automated Metering Infrastructure (AMI) Pilot Project**

Staff Contact: Tim Luchsinger; Jason Eley

# **Council Agenda Memo**

**From:** Tim Luchsinger, Utilities Director  
Jason Eley, City Attorney

**Meeting:** October 9, 2012

**Subject:** Automated Metering Infrastructure Pilot System

**Item #'s:** I-4

**Presenter(s):** Tim Luchsinger, Utilities Director

## **Background**

The Utility Dept made a presentation concerning AMI (Automated Metering Infrastructure) at the April 3, 2012 Council Study Session with the resulting recommendation to evaluate the technology by creating a pilot project. The proposed project area to be used is the new water construction in Merrick County as part of a groundwater contamination remediation project being paid for by the Union Pacific Railroad. The remediation project area is localized and will include approximately 170 new water meters.

The intent of the pilot project is to gain first-hand experience with the installation and operation of an AMI system as well as determining the fiscal costs and benefits. This information would then be used to evaluate the feasibility of AMI for the entire electric and water utility systems. Specifications for the AMI pilot project were developed by Department staff and issued for proposals in accordance with City procurement requirements. These specifications were drafted to allow the use of multiple suppliers for the hardware and software components of the AMI system for flexibility in evaluating additional vendors of AMI components during the pilot project. The AMI system data would be stored at a remote secure server and accessed by the City for meter billing and system information. Meter consumption information could also be made available to customers through the City's website.

Requests for Proposals were sent out and proposals were returned on August 30, 2012, from two companies.

## **Discussion**

The two proposals received were from a consortium of Tantalus Inc., ITRON, Dutton-Lainson, and Dakota Supply Group, and from Landis & Gyr with Kriz Davis as the local representative.

The proposals were reviewed by Utilities Department staff members for completeness of response, flexibility for future expansion, technical support, ability to support more than one manufacturer, and ease of use once installed.

The Landis & Gyr proposal is the most complete response to the RFP. The Landis & Gyr system included four different meter manufacturers which will provide much better flexibility in the future. Along with the ability to communicate with water and electric meters, the Department requested communication with capacitor banks and line fault indicators which the Tantalus system did not address. Tantalus also did not provide information regarding other meter manufacturers that are supported by their system. The proposal pricing from Tantalus was slightly less, but incomplete.

The Landis and Gyr (Gridstream) proposal price of \$108,129.95 includes the AMI pilot system hardware, software, on-site training and the first year of a three year agreement to host the information. The Department will be responsible for installation of the system including water meter transmitters and electric meter replacement, and off-site training expenses for two personnel. The estimated Department costs for this installation are \$30,000. The subsequent annual server hosting fee is \$8,100.00.

The Department staff recommends that the proposal from Landis and Gyr of \$108,129.95, be accepted as the best responsive proposal for the AMI pilot system.

### **Alternatives**

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

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

### **Recommendation**

City staff recommends that the proposal submitted by Landis and Gyr of the Gridstream System be accepted as the most complete and best system for Grand Island Utilities. The recommendation includes the approval of purchasing the AMI pilot system components for \$108,129.95 and entering into an annual agreement for the hosted server from Landis and Gyr in the amount of \$8,100.

### **Sample Motion**

Move to approve purchasing the AMI pilot system components for \$108,129.95 and entering into an annual agreement for the hosted server from Landis and Gyr in the amount of \$8,100.



Jason Eley, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
ADVANCED METERING INFRASTRUCTURE PILOT SYSTEM (AMI)  
PILOT PROGRAM**

**RFP DUE DATE:** August 30, 2012 at 4:00 p.m.

**DEPARTMENT:** Utilities

**PUBLICATION DATE:** August 17, 2012

**NO. POTENTIAL BIDDERS:** 4

**SUMMARY OF PROPOSALS RECEIVED**

**Landis & Gyr**  
Pegot, MN

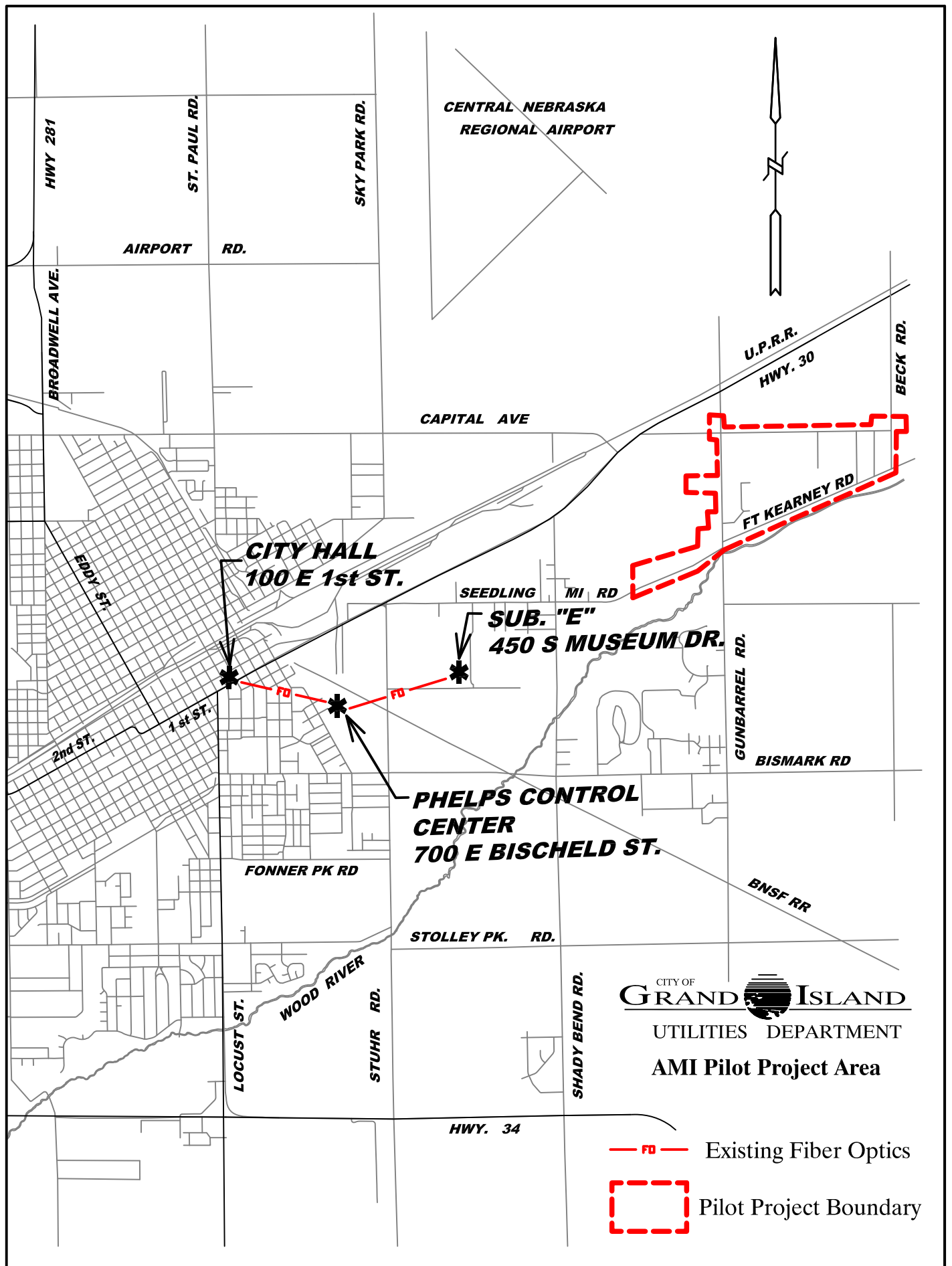
**Tantalus Systems**  
Raleigh, NC

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

Bob Smith, Assist. Utilities Director  
Jaye Monter, Finance Director  
Pat Gericke, Utilities Admin. Assist.

**P1585**





## **CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into by and between **Landis+Gyr Technologies, LLC**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for a Request for Proposal to be published, for Advanced Metering Infrastructure Pilot Program (AMI); and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible vendor, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his, or their successors, as follows:

**ARTICLE I.** That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the "Contract Documents";

1. This Contract Agreement
2. City of Grand Island's General Specifications for Advanced Metering Infrastructure Pilot System
3. Landis+Gyr Master Agreement
4. Landis+Gyr Command Center Managed Services Package Schedule

**ARTICLE II.** That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being

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Contract

Page 1

based on the acceptance by the City of the Contractor's bid;

ARTICLE III. That the City shall pay the Contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of One Hundred Eight thousand, One Hundred Twenty-Nine dollars and Ninety-Five cents (\$108,129.95) for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The total cost of the Contract includes:

Base Bid:	\$100,536.00
Sales Tax	\$ <u>7,543.95</u>
TOTAL	\$108,129.95

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30<sup>th</sup>. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE IV. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the Advanced Metering Infrastructure Pilot System.

ARTICLE V. That the Contractor shall start work as soon as possible after the contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, and materials F.O.B. Grand Island, Nebraska, and complete the work on or before April 30, 2013.

ARTICLE V. The Contractor agrees to comply with all applicable State Fair Labor Standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Contractor and all Subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to maintain a drug-free workplace policy and will provide a

copy of the policy to the City upon request. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

#### GRATUITIES AND KICKBACKS

City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

#### **Landis+Gyr Technologies, LLC**

By \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

#### **CITY OF GRAND ISLAND, NEBRASKA**

By \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

The contract is in due form according to law and hereby approved.

\_\_\_\_\_  
Attorney for the City

\_\_\_\_\_  
Date

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Contract Page 3

ADVERTISEMENT  
REQUEST FOR PROPOSALS  
FOR  
PILOT PROGRAM of  
ADVANCED METERING INFRASTRUCTURE PILOT SYSTEM (AMI)  
FOR THE  
CITY OF GRAND ISLAND, NEBRASKA

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Sealed proposals will be received by the City Clerk's Office, 100 E. First Street, Grand Island, Nebraska 68801 or P.O. Box 1968, Grand Island, Nebraska 68802-1968 until **4:00 p.m. on Thursday, August 30, 2012** for a pilot program of Advanced Metering Infrastructure System (AMI). Proposals received after the specified time will be returned unopened to the sender. Proposals must be based on the City's Request for Proposal. Contact Robert Smith, Assistant Utilities Director, at (308) 385-5444, ext. 280, for further information.

The design for the AMI project shall be in accordance with Grand Island Utilities Department specifications and with good engineering practices for municipal electric and water distribution systems.

The chosen Supplier will be required to comply with the City's insurance requirements, and fair labor standards.

Proposals should list: professional qualifications necessary for satisfactory performance, specialized experience and technical competence in the type of work required, past performance on contracts with government agencies and private industry, the capacity to accomplish the work in the required time, and location of the project and knowledge of the area. Proposals shall remain firm for a period of ninety (90) days after proposal due date. The City of Grand Island reserves the right to reject any or all proposals and to waive technicalities therein and accept whichever proposal that may be in the best interest of the City of Grand Island, at its sole discretion.

The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

RaNae Edwards, City Clerk

# Request for Proposal

## GENERAL SPECIFICATIONS Advanced Metering Infrastructure Pilot System (AMI)

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### 1. INTRODUCTION

The intent of this REQUEST FOR PROPOSAL is to solicit a written proposal from a qualified person, firm, or corporation; hereafter referred to as "Supplier," to provide the City of Grand Island, Nebraska, detailed design, development, delivery, implementation, and integration of a hosted Advanced Metering Infrastructure (AMI) system. This system shall include all hardware, software, system design, installation of a PILOT program AMI system including meters/modules, testing, training, warranty and maintenance, documentation, and all components associated with providing a fully functional AMI system as described in this Request for Proposal.

The City's mission is to provide the most economical and reliable service available to its customers. The City expects that the AMI system will serve as a vital tool for achieving its vision as it moves forward. The City is seeking to improve customer service and reduce long term costs by implementing an AMI solution that provides meter reads, load profile data, and net metering for electric and/or water, while supporting back office systems and creating an integrated network that supports a Load Management System and other functions. The AMI system should support near real time data exchange between the utility and its customers.

Objectives the City is seeking from an AMI system include, but are not limited to:

- Provide the City with greater management and control of electric and water system assets, thus enhancing electric and water system performance and supporting cost reduction and improved efficiency.
- Enable the City's customers to understand and better manage their electric and water consumption, avoid demand peaks, and conserve electricity and water.
- Significantly enhance service to the City's customers, including improved billing accuracy, faster customer response and more efficient customer service.
- Provide outage, theft and leak detection, remote disconnect functions, and provide an accurate reading from every meter every day.

### 2. SUBMITTAL DATE, LOCATION, AND OPENING

Proposals must be at the City of Grand Island City Clerk's office no later than **4:00 p.m. (local time), on Thursday, August 30, 2012.** No exceptions to this deadline will be given. **Please provide four (4) copies of your proposal in an envelope clearly marked on the exterior as containing "Proposal for a Pilot Program of Advanced Metering Infrastructure System (AMI)" to the:**

City of Grand Island  
RaNae Edwards, City Clerk  
100 East 1<sup>st</sup> Street  
PO Box 1968  
Grand Island NE 68801

3. INQUIRIES AND CORRECTIONS

All inquiries relating to this request shall be addressed to:

Robert Smith, Asst. Utilities Director  
City of Grand Island, Nebraska  
100 East 1<sup>st</sup> Street  
PO Box 1968  
Grand Island, NE 68801  
(308)385-5444, ext. 280

If a proposing Supplier, prior to submitting a proposal, finds discrepancies in, or omissions from the Request for Proposal (RFP), or should require additional clarification of any part thereof, a written request for interpretation may be submitted. Any interpretation of, or change made to the RFP will be made by written addendum to each proposing Supplier, and shall become part of the request for any contract awarded. All inquiries shall be made in writing and all responses will be provided in writing, with copies being sent to all proposing Suppliers. To be given consideration, inquiries must be received at least five (5) calendar days prior to the date established for the opening of the proposal. It shall be the responsibility of each proposing Supplier to verify that every addendum has been received prior to submitting proposals.

4. LATE AND TELEPHONIC PROPOSALS

Late proposals will not be accepted under any circumstances, and any proposal so received shall be returned to the proposing Supplier unopened. In addition, telegraphic and/or proposals sent by electronic devices are not acceptable and will be rejected upon receipt. Proposing Suppliers will be expected to allow adequate time for the delivery of proposals. Sole responsibility rests with the proposing Supplier to see that their proposal is received on time.

5. CONDITIONS OF PROPOSAL SUBMITTAL

Proposing Suppliers shall comply with at least all conditions, requirements, and specifications contained herein, with any insufficiency constituting sufficient cause for rejection of the proposal. A duly authorized official of the proposing Supplier submitting the proposal must sign the proposal.

The City reserves the right to reject any and all proposals or any part thereof. The right is reserved to waive any formalities or informalities contained in any proposal, and to award the proposal to the most responsive and responsible proposing Supplier as deemed in the best interest of the City of Grand Island.

The City will not return proposal or other information supplied to them by any proposing Suppliers.

6. INSURANCE

The Supplier shall purchase and maintain at their expense as a minimum insurance coverage of such types and in such amounts as are specified herein to protect the Supplier and the interest of the City and others from claims which may arise out of, or result from the Supplier's operations under the Contract Documents, whether such operations be by the Supplier or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. Failure of Supplier to maintain proper insurance coverage shall not relieve them of any contractual responsibility or obligation.

**A. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

This insurance shall protect the Supplier against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation	Statutory Limits
Employers Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

**B. BUSINESS AUTOMOBILE LIABILITY**

This insurance shall be written in comprehensive form and shall protect the Supplier, Supplier's employees, or sub-suppliers from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$ 500,000 Combined Single Limit
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**C. COMPREHENSIVE GENERAL LIABILITY**

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence
	\$1,000,000 aggregate

**D. UMBRELLA LIABILITY INSURANCE**

This insurance shall protect the Supplier against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate

**E. ADDITIONAL REQUIREMENTS**

The City may require insurance covering a Supplier or sub-supplier more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Supplier or sub-supplier.

Insurance as herein required shall be maintained in force until the City releases the Supplier of all obligations under the Contract.

The Supplier shall provide and carry any additional insurance as may be required by special provisions of these specifications.



## **F. CERTIFICATE OF INSURANCE**

Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. **The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the bidder cannot have the "endeavor to" language stricken, the supplier may elect to provide a new certificate of insurance every 30 days during the contract. Supplier shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.**

## **7. GRATUITIES AND KICKBACKS**

City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

## **8. FAIR EMPLOYMENT PRACTICES**

Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex, or political affiliation.

## **9. LB403**

Every public contractor and his, her, or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

## **10. SECTION 504/ADA NOTICE TO THE PUBLIC**

The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disability, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

#### 11. EVALUATION OF PROPOSALS

Proposals will be evaluated on the best probability of the Suppliers meeting the City's objectives outlined in this request. The evaluation will be based on the system benefits and the Suppliers qualifications. The Suppliers response may be used to select a short list of candidates for presentations.

- A. Responsiveness to the needs of the City, both in cost and service.
- B. The degree to which the proposal meets or exceeds the terms of this Request for Proposal
- C. Ability of AMI system to provide all desired features.
- D. Responsibility of the proposing Supplier and its experience in dealing with municipal governments, including the City, on bids of similar scope and nature.
- E. Schedule

The City reserves the right to request clarifications of technical proposals or to conduct discussions or presentations for the purpose of clarification with any or all of the Suppliers. The purpose of such discussions will be to ensure full understanding of the proposal. If clarifications are made as a result of the discussion, the Supplier shall put such clarifications in writing.

#### 12. PROPOSAL TERMS AND CONDITIONS

The City will not pay any costs incurred by the firm in preparing or submitting the proposal. Proposals must remain firm for Ninety (90) days from the proposal due date. The City of Grand Island reserves the right to refuse any or all proposals that may be in the best interest of the City, at its sole discretion. The City of Grand Island will contact the selected Supplier after the proposals have been reviewed and ranked.

Negotiations, including the development of a Detailed Work Plan, Work Plan Matrix and Cost, shall be conducted in accordance with the City of Grand Island Procurement Requirements. This RFP does not constitute any form or offer to contract.

#### 13. BILLING AND PAYMENT

The Supplier shall submit a correct invoice to:

The City of Grand Island  
Utilities Department  
P.O. Box 1968  
Grand Island NE 68802-1968

Payment by the City shall be made within forty five (45) days, unless otherwise specifically provided, upon receipt of bill. With detailed cost that clearly identifies the cost of all required hardware, software and services for the proposed system.

#### 14. SCOPE OF SERVICES

Topics to be addressed in this RFP include the following. This list is not intended to exclude any potential options or topics of concern that may arise during the preparation of the Proposal. At a minimum, the proposal shall meet the listed requirements attached to their RFP on the following pages. The City reserves the right to modify or change any information presented in this request as more information becomes available or as the technology strategy is developed further.

# Detailed Specifications

## Advanced Meter Infrastructure Pilot System (AMI)

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### GENERAL INTENT:

The City of Grand Island, Nebraska is interested in deploying an integrated advanced metering infrastructure (AMI) system for their electric and water utilities. The City plans to make certain upgrades to their electric and water metering systems over the next three to five years. Upgrades being considered include meter replacement up to, and including, full electric and water AMI implementations.

These specifications are intended to establish minimum standards for an AMI pilot system. The intent of this RFP is to allow vendors to provide the best solution given the requirements set forth by the City.

The Supplier shall be held ultimately responsible for proper operation of the system. Provisions for all possible aspects of the AMI system shall be taken into consideration to accommodate and permit proper operation of the system. The specifications are the MINIMUM approvable and all additional hardware/software shall be incorporated into the Proposal and included in the quotation pricing. No extra payment will be provided for modifications/additions to permit proper operation of the AMI system.

### A. PILOT PROGRAM

The pilot program will be located in a three square mile area on the east side of the City. It will consist of 170 residential electric meters, 170 water meters, 10 polyphase meters, three fault indicators and two capacitor banks.

The objectives of this pilot include:

- Accurately read and bill customers using an AMI System
- Test AMI business case benefits and assumptions
- Allow staff to gain experience with AMI data and system requirements
- Test communications
- Test backhaul options
- Allow for advanced rate design and functionality from the meter
- Test remote disconnect/connect

Suppliers must explain how their proposed pilot program will function related to a deployment scenario of the pilot system; i.e.: number of collectors recommended, software, hardware, etc., including all costs and equipment associated with the program.

### B. UTILITY SYSTEM OVERVIEW

The City of Grand Island is a community located in the center of Nebraska with a residential population of approximately 50,000. The City's territory covers an 80 square mile area. The

City provides electric and water services inside and outside the City limits of Grand Island. They currently serve approximately 25,000 electric meters and 15,000 water meters.

### *C. VENDOR QUALIFICATIONS*

The City of Grand Island is requesting proposals from organizations that are qualified as system contractors and are either the manufacturers and/or developers of the system offered or authorized agents of such manufacturer or developer. Suppliers with the following qualifications are encouraged to participate in the RFP process and submit proposals.

- Demonstrated experience in the design, installation, and maintenance of, and training for the proposed system.
- Ability for the hardware to be maintained by the City of Grand Island with no special tools or expertise.
- Maintenance plans that allow the City to accept some responsibility for maintenance of hardware to lower on-going maintenance costs will be considered advantageous.
- Sufficient qualified and experienced engineering, design, installation and service personnel to satisfy any engineering or service problem that may arise during the installation warranty, and maintenance periods.
- Three (3) references showing implementations of the proposed AMI system.
- Supplier shall supply a company overview including years in service, specifically years implementing AMI systems. Included shall be a list of fully deployed systems including number of endpoints deployed in the field currently.

### *D. PILOT SYSTEM REQUIREMENTS*

The Supplier shall provide all equipment for an AMI Pilot System including a wireless data collector and acquisition system, a hosted network server, system monitoring and control programs, and electronic data retrieval by the City. Electric and water meters and electric system control endpoints will be by the City. The Proposal shall include the electric meter manufacturers supported by the system for Form 2s, 9s, and 16s meters; a minimum of two Form 2s manufacturers shall be supported. Supported water meter manufacturers shall be Sensus "Perl" and Badger.

#### *D.1 DATA COLLECTOR AND ACQUISITION SYSTEM*

A wireless data collector system shall allow two-way communication between a data collector and meters and other system endpoints. Routers or other communication transfer components shall be configured to continue proper operation of the system in the event of failure of a device. The data collector shall have connections for data transfer to the hosted server as well as City WAN devices.

#### *D.2 NETWORK SERVER*

A secure network server shall be provided for storage of data from the collector and to allow monitoring and control of system devices through web portals. The server shall also allow CSV transfer of data to the City's AS400 billing system. Portal functions shall include the following:

- Validation, estimation, and editing of data
- Load profile
- Register reads
- Meter status, events, and alarms
- Instrumentation data
- Interval, time-of-use, and cumulative data for billing
- Power outage data

The server shall include security and backup functions to prevent unauthorized access or loss of any data. Maintenance functions for the server shall be the responsibility of the Supplier.

#### *E. TRAINING*

Supplier shall provide on-site training services for Owner's personnel for the installation, operation, and maintenance of all supplied components. Training personnel shall have received training by the manufacturers of the component and be thoroughly familiar with all functions. The Supplier shall include pricing in the Proposal that includes daily rates and travel expenses.

#### *F. PROJECT SCHEDULE*

August 17, 2012	Advertising begins
August 30, 2012	Request for Proposal openings
September 10, 2012	Selection of Supplier
October 1, 2012	Start of Pilot Project
February 1, 2013	Place Pilot Project in Service

#### *G. PRICING*

Supplier shall provide firm pricing for the required equipment and start-up assistance as well as firm pricing for annual hosting and support services for at least one year and no more than three years. Supplier shall also provide unit pricing as required for other services or additional components that may be added during the pilot program operation.

## PROPOSAL FORMAT

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Responses to this RFP should be provided in the following numbered format as listed below:

### COVER LETTER

A one page cover letter, signed by an authorized representative of the Supplier, must be included in the submittal. It must contain the name and address of the business submitting the proposal, as the name, address, telephone number, and title of the person authorized to represent the Supplier.

### CONTENTS

1. Executive Summary
2. Response to Terms and Conditions
3. System Description
4. Implementation Plan
5. Warranty/Maintenance
6. Price Proposal

Landis+Gyr  
6436 County Road 11  
Pequot Lakes, Minnesota 56472  
Phone: 800-926-6254  
Fax: 218-562-5133

## MASTER AGREEMENT

Customer:	City of Grand Island
Street Address:	100 East 1 <sup>st</sup> Street
City, State, Zip Code:	Grand Island, NE 68801
Primary Sales Contact:	<u>Robert Smith, Asst. Utilitis Director</u>
Primary Technical Software Contact:	<u>Travis Burdett, Asst. Utilities Director</u>
Primary Technical Hardware Contact:	<u>Travis Burdett, Asst. Utilities Director</u>
Primary Training Contact:	<u>Robert Smith, Asst. Utilities Director</u>

### ***THANK YOU FOR CHOOSING LANDIS+GYR PRODUCTS AND SERVICES***

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

#### **1.0 Definitions**

The terms listed below are defined as follows:

- 1.1 **"Agreement"** means this Master Agreement, which is by and between Customer and Landis+Gyr.
- 1.2 **"Customer"** means the legal entity identified above in this Master Agreement.
- 1.3 **"Equipment"** means hardware that Customer purchases from Landis+Gyr.
- 1.4 **"Landis+Gyr"** means Landis+Gyr Technologies, LLC, a Minnesota limited liability company with a place of business at 6436 County Road 11, Pequot Lakes, Minnesota 56472.
- 1.5 **"Order"** means a Customer order, including, without limitation, a purchase order offered by Customer, to purchase Products from Landis+Gyr that Landis+Gyr accepts. Each Order shall be deemed to include the terms and conditions of this Agreement even if not referenced in an Order.
- 1.6 **"Products"** means Equipment, Software, Services, and any other good purchased from Landis+Gyr as described on Exhibit A or that Customer purchases from Landis+Gyr and is not described on Exhibit A.
- 1.7 **"Services"** means support or hosting services and any other services that Customer purchases from Landis+Gyr.
- 1.8 **"Software"** means computer programs in any form that Customer purchases from Landis+Gyr.
- 1.9 **"System"** means a set of Landis+Gyr Products used by the Customer to monitor and manage end user usage of Customer offerings.

- 1.10 **"Third Party Products"** means goods and software that Customer purchases from Landis+Gyr that are not manufactured or developed by Landis+Gyr, that display the logo or copyright of a third party, or that are not proprietary to Landis+Gyr.

## **2.0 Orders**

- 2.1 **Written Orders.** Customer may issue purchase orders to Landis+Gyr by mail, facsimile communication or electronic mail. Landis+Gyr may accept Customer's purchase order by signing it, acknowledging it using facsimile or electronic mail, or by delivering the Products which Customer ordered. Customer's Order will be accepted solely for purposes of establishing the items and quantities ordered and the desired shipment dates. Customer's desired shipment dates shall take into account Landis+Gyr's current lead times at the time of Order. Landis+Gyr's acceptance creates a contract consisting of this Agreement and Customer's item, quantity and desired shipment dates set forth on the Order. No other terms and conditions set forth on Customer's Order shall be effective.
- 2.2 **Verbal Orders.** Landis+Gyr may accept verbal Orders for certain Products. Terms of verbal Orders will consist of this Agreement and the quantities, prices and product identifications specified on Landis+Gyr's invoice or acknowledgment.
- 2.3 **Invoiced Services.** Landis+Gyr may offer to provide Equipment maintenance or Services for a fixed term by sending Customer an invoice in advance of the term. Services, including, without limitation, any installation services, will be governed by the terms of this Agreement and any separate schedule or agreement signed by Landis+Gyr and Customer. In the event that no written agreement covering the Services has been executed and Customer accepts the offer by paying the invoice or by accepting the Services, a contract is formed consisting of this Agreement and the terms of Landis+Gyr's invoice.
- 2.4 **Cancellation and Modifications.** Except as otherwise provided in the immediately following sentence, if Customer cancels or modifies an Order prior to shipment, Landis+Gyr may assess a charge, which Customer agrees to pay. Customer may cancel or modify an Order on written notice to Landis+Gyr no later than ten (10) weeks prior to delivery of the Order, and, if so, Customer is not responsible for payment of a cancellation or modification charge. Customer may not cancel or modify an Order after shipment.

## **3.0 Shipment and Installation**

- 3.1 **Shipment.** Landis+Gyr will ship or deliver Products to Customer's warehouse. All Equipment will be shipped to Customer INCOTERMS FOB Customer's warehouse. Title to Equipment and risk of loss will pass to Customer upon delivery of the Equipment to Customer's warehouse, and with respect to transfer of title to Equipment, upon payment of Equipment charges in addition to delivery thereof. Customer is responsible for the cost of shipments notwithstanding the aforementioned terms of delivery. Customer agrees to inspect Products upon receipt and to promptly notify Landis+Gyr of any defects. The acceptance of any Product by Customer shall not preclude the subsequent rejection thereof if such Products shall be found to be defective after delivery or installation; in the event, the Agreement's warranty terms shall apply.
- 3.2 **Installation.** Landis+Gyr will notify Customer if Products require a special physical environment. Customer agrees to provide that environment prior to installation. Upon request, Landis+Gyr will provide a quote for installation Services.

## **4.0 Prices and Taxes**

- 4.1 **Prices.** Customer's Order will state Product prices and, if the ordered Product is a Product described on Exhibit A, the Order will state the applicable price set forth thereon. The pricing set forth on Exhibit A shall be in effect for two (2) years after the last signature date below and shall be subject to increases in the CPI during such two (2) year period notwithstanding any provision below in this Section 4.1 to the contrary. If the Order does not state a Product price, is for a Product not set forth on Exhibit A, or is for a Product set forth on such Exhibit but such two



(2) year period has expired, the price will be Landis+Gyr's then-current price less any applicable discount. Landis+Gyr may increase Customer's price if it increases its price after it accepts an Order, and the Order specifies delivery more than one hundred twenty (120) days after the price increase becomes effective. Also, price increases for Services or Software licensed for a periodic fee will apply to subsequent billing periods.

- 4.2 Taxes and Other Charges. Unless otherwise stated, Product and Services prices do not include shipment and Product installation charges, charges associated with preparing the Customer site, and all taxes that relate to Customer's acquisition or use of Products and Services, including sales, use, VAT and property (ad valorem) taxes, other governmental charges and taxes, and assessments after audit. Customer agrees to pay those charges and taxes, except for taxes based on Landis+Gyr's net income. If Customer qualifies for tax exemptions, Customer must provide Landis+Gyr with appropriate exemption documentation.

## **5.0 Invoice and Payment**

- 5.1 Invoice and Payment. Landis+Gyr will invoice Customer for Equipment and Software after shipment; for recurring Services, Software license fees and rental fees in advance; and for non-recurring Services after Landis+Gyr provides them to Customer. Payment is due within thirty (30) days of the invoice date. Late payments will be subject to interest from the due date at the lesser of one percent (1%) per month or the maximum rate allowed by law.

## **6.0 Intentionally left blank.**

## **7.0 Software**

- 7.1 License. Software is licensed to Customer and is not sold. Landis+Gyr licenses use of Software solely for use in conjunction with Landis+Gyr Systems. Customer agrees not to sublicense, assign or transfer Software without the prior written approval of Landis+Gyr. Software is also subject to the license terms included in schedules or agreements executed for specific Software. Customer agrees not to copy Software without express written authorization, except that Customer may copy Software for backup or archival purposes. Customer must reproduce and include the copyright notices on any such copies. Landis+Gyr (and/or its third party licensors) retains title to the original Software provided to Customer and any copies made from it.
- 7.2. Disclosure and Modifications. Customer agrees not to reverse engineer, disassemble, decode, or decompile Software or to undertake any other actions in an effort to derive source code. Customer agrees not to sublicense, rent, lease, or assign Software except as provided above. Customer agrees not to permit use of the Software in an effort to develop or modify competitive products.
- 7.3 Limited Warranty. Landis+Gyr warrants that Software will conform to Landis+Gyr's functional description for a period of ninety (90) days from the date of shipment. Customer may obtain warranty service if Software media is defective in material or workmanship or if Software does not conform to the functional description. If, after repeated efforts, Landis+Gyr is unable to make Software operate as warranted, Landis+Gyr's sole obligation is to refund the license fee that Customer paid for Software. Landis+Gyr does not warrant that Software will operate uninterrupted or error free, or that all deficiencies, errors, defects, or nonconformities will be corrected.
- 7.4 Software Support. Customer may obtain Software support by executing Landis+Gyr's Software Support Agreement. Without in no way limiting Landis+Gyr's warranty obligations above, Landis+Gyr has no obligation to provide Software support to Customer if it has not signed a Software Support Agreement.
- 7.5 System Security. Customer acknowledges that Software may be accessible from the Internet if configured to do so by Customer. Customer is responsible for establishing system security that will allow only authorized users to access the Software.
- 7.6 Third Party Software. Landis+Gyr may provide Customer with Software that bears the logo or copyright of another company. The license terms of this Agreement apply to that Software unless the Software is provided

with a license agreement (including, without limitation, a shrink-wrap or click wrap license) from the other company, in which case the terms of the other company's agreement apply.

7.7 Customer Responsibilities. Except as otherwise expressly provided in a Customer and Landis+Gyr signed Support Agreement or Command Center Managed Services Package Schedule, Customer is responsible for: (i) executing the Billing Extract file utilizing the functionality built into the Command Center software and loading it into Customer's billing system and any exception processing that is associated with endpoints that do not have billing data available for a particular billing cycle window; (ii) purchasing and physically maintaining all System communications infrastructure; (iii) administering all Software logins and passwords for its personnel; (iv) handling all support for its own end-use consumers, including, without limitation, any matters relating to end-use consumer billing and utility usage; (v) loading, maintaining, and administering all Software and its data and backing up Software and such data for disaster recovery purposes; and (vi) all Third Party Products and third party services, including, without limitation, upgrades to Third Party Product software, regardless of whether any such Product or Service was acquired from or through Landis+Gyr and regardless of whether Landis+Gyr recommended any of them or assisted in their evaluation or selection.

7.8 Custom On-Site Service Work/Custom Database Queries. Landis+Gyr shall provide custom on-site service work, per Customer's written request, at a rate of \$3,000.00 for the first day on-site and \$1,000.00 per day after that, plus travel and living expenses. Custom on-site service will be defined by a statement of work that is mutually agreed upon by both parties prior to Landis+Gyr's performance of any Services. Custom database queries are available from Landis+Gyr on a quotation basis.

## **8.0 Services**

8.1 Landis+Gyr offers hosting services, installation services and other services as set forth in applicable schedules, other agreements between the parties, or Exhibit A. Such schedules, agreements and Exhibit A set forth the description of the Services; pricing, duration and any other terms unique to the Services described therein.

8.2 Services Warranty. Landis+Gyr warrants that it will provide Services in a professional and workmanlike manner, and the Services warranty period shall be ninety (90) days after performing a Service. Customer's exclusive remedy for breach of this warranty is to have Landis+Gyr reperform the Services or to receive a refund of any fees paid in the event that reperforming the Services is not possible. Landis+Gyr may also establish additional warranties in individual Service schedules or agreements.

## **9.0 Limited Equipment Warranties**

9.1 End Point Transmitter and Transceiver Limited Warranty. Landis+Gyr will repair or replace any defective end point transmitters or transceivers (i.e., modules) at no charge to Customer if such units fail to perform according to Landis+Gyr's specifications due to a manufacturing defect within eighteen (18) months of the shipment date, provided that such units are returned freight prepaid to Landis+Gyr pursuant to a written return authorization provided by Landis+Gyr. Repaired or replacement units will be returned to Customer with freight prepaid by Landis+Gyr if the items are under warranty; if not, Customer is responsible for payment of freight and the applicable Equipment fee.

9.2 All Other Equipment Limited Warranty. Landis+Gyr will repair or replace any Equipment other than end point transmitters or transceivers at no charge to Customer if such units fail to perform according to Landis+Gyr's specifications due to a manufacturing defect within twelve (12) months of the shipment date, provided that such units are returned freight prepaid to Landis+Gyr pursuant to a written return authorization provided by Landis+Gyr. Repaired or replacement units will be returned to Customer with freight prepaid by Landis+Gyr if the items are under warranty; if not, Customer is responsible for payment of freight and the applicable Equipment fee.

9.3 Exclusive Remedy for Breach of Landis+Gyr Limited Warranty. **IN LIEU OF ANY OTHER REMEDY, LANDIS+GYR'S ENTIRE OBLIGATION IN THE EVENT OF ANY BREACH OF ANY PRODUCT**

WARRANTY HEREUNDER, INCLUDING THE SOFTWARE WARRANTY, SHALL BE LIMITED TO REPAIR OR REPLACEMENT, WHICH LANDIS+GYR MAY DETERMINE IN ITS SOLE DISCRETION, OF ANY SUCH PRODUCT WITHIN ITS WARRANTY PERIOD. LANDIS+GYR SHALL NOT BE RESPONSIBLE FOR INSTALLATION OF ANY REPLACEMENT PRODUCTS. CUSTOMER SHALL BE ENTITLED TO SUCH REPAIR OR REPLACEMENT REMEDY ONLY IF CUSTOMER PROVIDES LANDIS+GYR WRITTEN NOTICE OF THE DEFECT IN THE PRODUCT AND OTHERWISE COMPLIES WITH THE PROVISIONS OF THIS AGREEMENT. EXCEPT AS PROVIDED HEREIN, LANDIS+GYR MAKES NO OTHER EXPRESS WARRANTIES WITH RESPECT TO ANY PRODUCT. LANDIS+GYR MAKES NO IMPLIED WARRANTIES WITH RESPECT TO ANY PRODUCT INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

- 9.4 Third Party Products. Landis+Gyr may provide Customer with Products that bear the logo or copyright of another company. Notwithstanding anything in Section 9.1 or 9.2 to the contrary, if Customer receives these Products with terms from the other company addressing warranty or support, the other company's terms apply, and unless specifically agreed to by Landis+Gyr, Landis+Gyr provides no warranty or support with respect to such Third Party Products.
- 9.5 Warranty Limitations and Exclusions. Landis+Gyr's Products warranty obligations do not apply to the extent caused by Customer or third parties, Customer's or a third party's infrastructure or data, or Customer's or a third party's misuse of Products; installation by Customer or a third party not in compliance with training or manuals provided by Landis+Gyr; operation or use by Customer or third parties not in compliance with applicable training, manuals or specifications provided by Landis+Gyr; neglect; modification; accident; vandalism or other intentional damage; exposure to adverse conditions exceeding performance levels required by applicable specifications; or any other limitation or exclusion described herein.
- 9.6 Exclusive Remedies. Customer's rights and remedies set forth in this Agreement are exclusive and in lieu of all other rights and remedies.

## 10.0 Product Evaluation

- 10.1 Landis+Gyr may loan Products to Customer for Customer's evaluation. Customer and Landis+Gyr will agree in advance on the length of the evaluation period, prices if Customer elects to acquire the Products, the post-evaluation warranty periods, if any, and who will bear related costs of freight, installation/deinstallation and maintenance. The evaluation period will begin when Landis+Gyr delivers the Products to Customer. At the end of the evaluation period, Customer will make the Products available for return to Landis+Gyr, or Landis+Gyr will invoice Customer for the Products at the agreed prices. Customer agrees not to move the Products to another location during the evaluation without Landis+Gyr's consent. **DURING THE EVALUATION, PRODUCTS ARE FURNISHED "AS IS." IF CUSTOMER IS DISSATISFIED WITH THEM FOR ANY REASON, CUSTOMER'S EXCLUSIVE REMEDY WILL BE THE REMOVAL OF THE PRODUCTS FROM CUSTOMER'S SITE.**

## 11.0 IP Infringement Indemnity

- 11.1 IP Infringement Indemnity. Landis+Gyr will indemnify, defend and hold harmless Customer and its employees, officers, and directors (each, an "**Indemnatee**" for the purposes of Sections 11.1 and 11.2) from and against any and all liabilities, damages, losses and costs, including reasonable attorneys' fees, to the extent arising from or related to any claim, which shall mean the service of a complaint on an Indemnatee, that any Product provided hereunder by Landis+Gyr infringes, misappropriates or otherwise violates any third party's U.S. patent, trademark, copyright or trade secrets rights ("**Infringement**"). If an Infringement claim leads to a legally binding order for Customer to cease using any Product provided by Landis+Gyr, Landis+Gyr agrees to, at its option, without cost or expense to Customer: (a) procure for Customer the right to continue using the Product; (b) replace the Product with a non-Infringing Product with substantially equivalent functionality; or (c) modify the Product so it becomes non-Infringing. Notwithstanding the foregoing, Landis+Gyr will have no liability pursuant to this

Section 11.1 or otherwise for any claim of Infringement to the extent such a claim is attributable or relates to: (a) the misuse or unapproved modification of hardware or software by Customer; (b) failure of Customer to use corrections or enhancements made available to Customer at no cost to Customer or pursuant to maintenance, development services or other agreement between Landis+Gyr or Customer; (c) use of the hardware or software in combination with products, programs or data not supplied, recommended or approved by Landis+Gyr in writing; or (d) Third-Party Products or other third party goods, software or services.

- 11.2 Conditions to Indemnification. The foregoing indemnity will be contingent upon (a) Indemnitee giving written notice to Landis+Gyr of any claim for which indemnity is sought (a “**Claim**”); (b) Indemnitee fully cooperating in the defense of any Claim; and (c) Indemnitor having sole control over the defense of any Claim; provided, however, that Indemnitee may participate in the defense of any Claim at its own expense. Notwithstanding anything to the contrary herein, the failure of an Indemnitee to give notice of a Claim shall not limit Indemnitor’s indemnity obligation hereunder except to the extent that the delay in giving notice adversely prejudices the defense of such Claim.

## **12.0 Term/Termination/Survivability**

- 12.1 Term. The term of the Agreement shall commence on the last signature date below and expire five (5) years thereafter; thereafter, the term shall renew on a year to year basis unless either party receives written notice from the other of the other party’s intent to terminate the Agreement upon the expiration of the then current one (1) year term. Such notice shall be delivered no later than sixty (60) days prior to the expiration of the then current one (1) year term; if the non-terminating party receives the notice thereafter, the term shall renew for an additional one (1) year. Upon the termination or expiration of the Agreement, any existing Support Agreement, Software Support Agreement or CCMSP schedule between the parties shall be deemed terminated.
- 12.2 Termination for Cause. Either party may terminate this Agreement upon sixty (60) days prior written notice to the other party for failure of such party to fulfill any of its material obligations hereunder. In the event that the breaching party corrects the breach within the sixty (60) day period, this Agreement shall continue in full force and effect as it would have had such breach not occurred. In the event of termination by Landis+Gyr under this Section 12.2, Customer shall immediately discontinue use of Software and destroy all Software copies in its possession.
- 12.3 Termination for Other Reasons. This Agreement shall terminate forthwith, at the option of either party by notice in writing to the other party, upon the other party ceasing to carry on its business or in the event the other party becomes the subject of any proceedings under state or federal law for the relief of debtors or otherwise becomes insolvent, bankrupt, or makes an assignment for the benefit of creditors, or upon the appointment of a receiver for the other party, or its reorganization for the benefit of creditors. Any termination of this Agreement shall constitute a termination of any Order issued prior to the termination date.
- 12.4 Survivability. Payment obligations, warranty related provisions, this Section 12.4, Landis+Gyr’s indemnification obligations, Section 13.0, limitations of liability, and other provisions herein, which, given their nature should survive the termination of this Agreement, shall survive the termination of this Agreement.

## **13.0 Dispute Resolution**

- 13.1 Disputes. This Agreement shall be deemed to be a contract made under the laws of the State of Minnesota and shall for all purposes be construed and enforced in accordance with Minnesota law. Any dispute shall first be submitted to a mediation process involving senior executives from both parties. In the event that mediation is unable to satisfactorily resolve any dispute then the matter shall be resolved by arbitration using a single arbitrator under the auspices of the American Arbitration Association. The arbitrator’s decision and award shall be final and binding and may be entered in any court having jurisdiction. The arbitrator shall not have the power to award punitive, special or incidental damages. Issues of arbitrability shall be determined in accordance with federal laws relating to arbitration and all other aspects shall be interpreted in accordance with the laws of the State of Minnesota. Each party shall pay its own attorneys’ fees associated with the arbitration and other costs and

expenses of the arbitration shall be paid as provided by the rules of the AAA. If court proceedings to stay litigation or compel arbitration are necessary, the party who unsuccessfully opposes such proceedings shall pay all associated costs, expenses and attorney's fees which are reasonably incurred by the other party. If any portion of this provision is held to be unenforceable, it shall be severed and shall not affect the duty to arbitrate.

13.2 Court Actions. Except as permitted in this section, neither party may bring a case in court. If Landis+Gyr or Customer disregards this restriction, files a court case and fails to dismiss it promptly upon being notified of this provision, that party will pay the other party's costs and expenses, including attorneys' fees, incurred after the notice in defending the court case. Landis+Gyr retains the right to obtain an injunction in court to prevent Customer's misuse of its intellectual properties.

13.3 Two Year Limitation. Customer or Landis+Gyr may not bring a claim or action arising out of or related to this Agreement, including any claim of fraud or misrepresentation, more than two (2) years after the cause of action accrues.

## **14.0 Confidentiality**

14.1 Restriction. Landis+Gyr or its affiliates may provide Customer with Confidential Information, and Customer shall take all reasonable precautions to prevent such Confidential Information from being disclosed to third parties, including officers and employees not having a legitimate need for the information, and shall not disclose any Confidential Information to third parties unless Landis+Gyr has consented to disclosure in writing. These non-disclosure obligations shall survive the termination of this Agreement and will continue for a period of five (5) years thereafter. "**Confidential Information**" means any information, technical data, or know-how considered proprietary or confidential by Landis+Gyr or any of its affiliates including, but not limited to, Landis+Gyr's or any of its affiliate's trade secrets, commercially sensitive or proprietary information, research, development, inventions, processes, methods, specifications, protocols, designs, drawings, diagrams, know-how, engineering, marketing data, techniques, documentation, customer information, pricing information, procedures, data concepts, business and marketing plans or strategies, financial information, business opportunities, requests for proposals or information, software and related documentation, hardware information, services and products (both existing and planned), and product roadmaps disclosed by Landis+Gyr, any of its affiliates, or a third party to Customer either directly or indirectly in any form whatsoever, including in writing, orally, machine readable form or through access to Landis+Gyr's or any of its affiliate's premises. Information need not be marked "Confidential" to be considered Confidential Information. "Confidential Information" includes any Confidential Information disclosed prior to the effective date of this Agreement and the terms and conditions of this Agreement.

14.2 Non-Confidential Information. Notwithstanding the definition of Confidential Information, the following information shall not be considered Confidential Information:

- a. Information which is already generally available to the public;
- b. Information which hereafter becomes generally available to the public, except as a result of the direct or indirect action of Customer; and
- c. Information which can be shown to have been known to Customer prior to receipt.

## **15.0 General**

15.1 Complete Agreement, Effective Date, Modification, Non-Waiver and Assignment. The parties agree that this Agreement constitutes the complete and exclusive agreement between them with respect to its subject matter and supersedes all previous understandings, negotiations, proposals, acknowledgements, and representations, whether oral or written with respect thereto. This Agreement applies to all Products that Landis+Gyr provides to Customer directly or through a leasing company. This Agreement shall become effective on the date last signed by the parties. No modification of this Agreement will be effective unless it is in writing and signed by authorized representatives of Customer and Landis+Gyr. Failure to enforce any term is not a waiver of future enforcement of that or any other

term. Customer may not assign this Agreement, an Order, or its rights or obligations under them without the express written consent of Landis+Gyr. Any exhibit attached hereto is incorporated herein by this reference.

15.2 Development of Competitive Products. Customer shall not use or permit the use of Landis+Gyr Products in an effort to develop or modify competitive products.

15.3 Notices. Notices shall be sent to the addresses set forth at the beginning of this Agreement. Notices sent to Landis+Gyr shall be sent to the attention of the Director, Operations.

15.4 Geographic Scope. This Agreement applies only to Products in the United States and does not obligate Landis+Gyr to provide Products outside the United States.

15.5 Force Majeure. Except for payment obligations, neither party is liable for failing to fulfill its obligations due to acts of God, civil or military authority, war, riots, strikes, fire, or other causes beyond its reasonable control.

15.6 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no party other than Landis+Gyr and Customer shall have any legally enforceable rights under this Agreement.

15.7 Limitation of Liability.

**LANDIS+GYR WILL HAVE NO LIABILITY TO CUSTOMER FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE OR PROFIT, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, ANY OTHER AGREEMENT BETWEEN LANDIS+GYR AND CUSTOMER, OR ANY OTHER MEANS, CAUSE, OR EVENT, AND REGARDLESS OF THE FORM OF ACTION UPON WHICH A CLAIM FOR DAMAGES MAY BE BASED, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. THESE LIMITATIONS WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS IN ITS ESSENTIAL PURPOSE.**

**LANDIS+GYR'S TOTAL LIABILITY TO CUSTOMER, WHETHER SUCH LIABILITY ARISES OUT OF, RELATES TO, OR IS IN CONNECTION WITH THIS AGREEMENT, ANY OTHER AGREEMENT BETWEEN LANDIS+GYR AND CUSTOMER, OR ANY OTHER MEANS, CAUSE, OR EVENT, AND REGARDLESS OF THE FORM OF ACTION UPON WHICH A CLAIM FOR DAMAGES MAY BE BASED, WHETHER ANY SUCH CLAIM IS IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, WILL NOT EXCEED FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00).**

**[SIGNATURES APPEAR ON NEXT PAGE.]**

**Acknowledged and agreed to by the authorized representatives of the parties:**

Customer:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Landis+Gyr:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A TO MASTER AGREEMENT

### PRODUCTS PRICING SCHEDULE AND DESCRIPTION OF SERVICES

#### Services Overview

The parties will perform in accordance with the following table in connection with the deployment and implementation of the Gridstream RF AMI System:

Services	Landis+Gyr	City of Grand Island
Project Coordination Support	√	
System Design	√	
Training	√	
Installation (network and meter)		√
Field Engineering (on-site installation support)		√
Integration Services		To be determined if required
System Administration		√
WAN Backhaul Communication Support		√

#### Gridstream RF Solution Pricing

The following table represents quantities and pricing for Landis+Gyr's Gridstream RF Mesh solution for Customer's deployment.

Item	Quantity	Unit Price	Extended Price
<b>Network Equipment</b>			
RF C6400 Series Collector	1	\$6,500.00	\$6,500.00
RF C6400 Series Collector Mounting Kit	1	\$850.00	\$850.00
RF Routers	3	\$1,615.00	\$4,845.00
<b>AMI Meters/Modules/Distribution Automation Equipment</b>			
Landis+Gyr Gridstream RF FOCUS AX-WR Meter with Module for Commercial and Industrial	10	\$237.50	\$2,375.00



Landis+Gyr Gridstream RF FOCUS AX-SD Meter with Module for Residential (Form 2S)	170	\$150.00	\$25,500.00
Landis+Gyr Gridstream RF Water Module – Wall Mount	170	\$118.00	\$20,060.00
DA IWR Radio	2	\$900.00	\$1,800.00
DA IP/IWR Radio	1	\$1,200.00	\$1,200.00
SCADA Integration	1	\$4,746.00	\$4,746.00
<b>Services</b>			
Project Coordination/Commissioning of One (1) Collector	1 lot	\$10,000.00	\$10,000.00
Gridstream RF Training*	1 lot	\$9,400.00	\$9,400.00
Distribution Automation Orientation/Training	1 lot	\$5,000.00	\$5,000.00
<b>AMI Software/RF Tools</b>			
Command Center MSP (IT Hosting) monthly fee for up to 2,000 deployed endpoints with one (1) year contract	12	\$675.00	\$8,100.00
Command Center Enterprise Functionality – one (1) time fee based on Customer's pilot meter population of 350 endpoints	1 lot	\$210.00	\$210.00
RadioShop and Endpoint Test Manager License Fees and RF Field Tool Kit	1 lot	\$4,900.00	No charge
<b>Sub-Total:</b>			\$100,586.00
<b>7.5% Sales Tax:</b>			\$7,543.95
<b>Total:</b>			\$108,129.95

*\*Expenses associated with training and on-site support to be billed at cost.*

## Clarifications

1. Collectors, routers, meters, and communication modules are currently available with a twenty (20) week manufacturing lead time after receipt of Order.
2. All Equipment installation is the responsibility of Customer and is not included in any of the pricing set forth above.
3. Water module pricing does not include the price of the meter. Customer should contact its meter representative for pricing and the purchase of water meters. Landis+Gyr electric meter pricing includes the fee for the meter, Gridstream communication module and ZigBee communication capabilities. Meter pricing assumes the purchase of Landis+Gyr FOCUS AX-SD and FOCUS AX Wide Range (WR) meters for the Customer's meter population, and all pricing set forth above assumes a six (6) month pilot term. If Customer wants to receive a fault circuit indicator quote, Power Delivery Products or Schweitzer Engineering Laboratories can provide a quote to Customer. Landis+Gyr can provide contact information upon request.

1. Pricing for FOCUS AX-SD Meter Options:
  - a. Reactive (KVAR or KVA) \$40.00
  - b. Configuration Port + Recon Button Short Cover (AX-SD Only) \$2.00
  - c. ANSI C12.18 Optical Port Short Cover \$2.00
  - d. ANSI C12.18 Optical Port + Reconnect Button Short Cover (AX-SD Only) \$3.00
  - e. ANSI C12.18 Optical Port Tall Cover \$3.00
  - f. ANSI C12.18 Optical Port + Demand Reset Tall Cover \$4.00
  - g. ANSI C12.18 Optical Port + Reconnect Tall Cover (AX-SD Only) \$4.00
  - h. ANSI C12.18 Optical Port + Demand Reset + Reconnect Button Tall Cover (AX-SD Only) \$6.00
2. Pricing for FOCUS AX-WR Meter Options:
  - a. Battery \$5.00
  - b. Reactive (KVA or KVAR) \$40.00
3. Optionally Customer can purchase S4e meters for C&I meters for \$325.50 each.
4. Pricing for S4e Meter Options:
  - a. Battery \$6.00
  - b. Load Profile \$30.00
  - c. Class 320 meter adder \$20.00
  - d. Reactive (KVA & KVAR) \$100.00
  - e. 1 Channel Form C KYZ w/Cables \$40.00
  - f. 2 Channel Form C KYZ w/Cables \$50.00
  - g. 4 Channel Form C KYZ w/Cables \$70.00
  - h. Transformer Loss Compensation \$150.00

4. Command Center Software and Gridstream Network Deployment Training are required.

The training fees assume one (1) three (3) day, on-site session, which typically occur Tuesday-Thursday from 8:30 a.m. to 4:30 p.m. Training will be for approximately twelve (12) employees at Customer's location. This training will cover RF Mesh Command Center Software.

Two (2) Customer employees will attend Gridstream Network Deployment Training and become certified for RF Mesh. This class is available at Landis+Gyr's Pequot Lakes, MN or Alpharetta, GA location. This required class includes RF Mesh Fundamentals, RF Mesh Network Design & Site Survey, Collector Installation, Router Installation, Endpoint Test Manager and RadioShop.

Customer is responsible for travel and related expenses its personnel incur in connection with training.

5. Landis+Gyr will provide Customer with Command Center Hosting Services for the above monthly fee and one (1) time Command Center Enterprise license fee if Customer signs Landis+Gyr's CCMSP Schedule with a three (3) year term. During the second and third years, the then current monthly fee is subject to increases in the CPI. Customer will also pay additional third party communication monthly fees in connection with the Hosting Services.
6. Pricing assumes WAN backhaul will be provided by Customer to each collector.
7. Pricing assumes Customer will provide existing or new poles, of an appropriate height, with 120/240 V power source, for installation of Network Equipment.
8. Landis+Gyr will provide additional support beyond the initial on-site commissioning and training per Customer's written request at a rate of \$3,000 for the first day on site which includes travel and living expenses for two (2) days and \$1,000 per day for the second day and thereafter, which does not include travel and living expenses which Customer agrees to pay. Additional Helpdesk-based support is also available on a quotation basis.
9. The Network Equipment quantities set forth above are approximations of required quantities and have been developed from data provided by Customer. Actual Network Equipment quantities necessary for the AMI System to function properly may vary based on verification of final meter quantities, system analysis and requirements, locations, deployment approach, and system optimization needs. Customer will deploy Network Equipment in a manner that enables adequate meshing and deploy the electric endpoints in a contiguous manner to enable adequate meshing. Landis+Gyr assumes that, once deployed, each water endpoint will be located at the same premise or within range of an electric meter. If that is not the case, Network Equipment quantities are subject to change.
10. The Project Coordination Services term applicable to the related fee is six (6) months, which begins on the last signature date of this Agreement. The Project Coordination Services fee includes the commissioning of one (1) RF collector.
11. Integration services fees for SCADA Wonderware are not included in the above fees. If Customer needs such integration services, Customer should obtain a quote from Wonderware. Landis+Gyr can provide contact information upon request. The SCADA integration fee assumes that Landis+Gyr will provide three (3) days of integration support for Customer's Wonderware system. Landis+Gyr will charge \$200.00 per hour for additional integration support.
12. If Customer elects to purchase SCADA Center for its pilot project, Landis+Gyr will charge the following fees:

Item	Quantity	Unit Price	Extended Price
SCADACenter (ICG) Software - 50 Devices/2,500 Points	1	\$3,000.00	\$3,000.00
SCADACenter (ICG) Software Annual Maintenance Fee	1	\$1,746.00	\$1,746.00

#### **D. Description of Roles and Responsibilities/Deployment of Gridstream RF AMI System.**

##### **1. PROJECT SCOPE**

##### **1.1 System Generally**

Landis+Gyr will assist Customer's planning of deployment of the System prior to Customer's deployment of the System and perform design and project coordination Services. This approach will certify Customer to run and maintain the System through a transitional plan starting at the beginning of the System implementation.

During the start-up time period, defined as the planning and readiness phase of the project, Landis+Gyr will coordinate all activities related to the planning of the initial deployment covering Landis+Gyr meters, network, installation, operation and maintenance training and related activities.

## **2. PROJECT RESPONSIBILITIES**

This Section provides a summary of the responsibilities to be undertaken by Landis+Gyr and Customer in order to fulfill the requirements of the project.

### **2.1 Landis+Gyr Responsibilities**

#### **2.1.1 General Project Coordination Services**

##### **2.1.1.1 Project Coordination**

Landis+Gyr will provide the services of a Project Coordinator experienced in the implementation of the Gridstream RF system of comparable complexity and who will be responsible for coordination of the equipment delivery, planning deployment, and training Customer to commission the network equipment.

##### **2.1.1.2 System Technical Support / Call Center**

Landis+Gyr will support Customer's system administrator in connection with the operation of Command Center, which operates all main facets of the System.

##### **2.1.1.3 WAN Communications Support**

Landis+Gyr will provide a specialist available to support Customer for the necessary communication strategy and equipment needed to make the System work. This specialist will assist and facilitate, when required, the configuration of the WAN communications to accommodate Customer's chosen communication mode. These Services are provided through the initial planning and readiness phase prior to installation of the System. Customer is responsible for acquiring all WAN communications equipment.

##### **2.1.1.4 System Design Services**

Landis+Gyr will deliver the collectors and routers needed for the successful implementation of the System. Landis+Gyr's System Engineering staff will help develop the preliminary System design. Landis+Gyr's System Engineers are skilled in AMI engineering requirements involving various system designs including IT plan, network infrastructure design, radio frequency propagation and design, drawing package, and more. Customer will be involved throughout the design phase.

#### **2.1.2. Network Infrastructure Products**

##### **2.1.2.1 Collector/Router Design, Procurement, and Deployment.**

2.1.2.1.1 Landis+Gyr will create designs as per Customer's requirements and in conjunction with Landis+Gyr's design standards.

2.1.2.1.2 All collectors and routers will be configured by Landis+Gyr prior to shipment.

### 2.1.3 Landis+Gyr Meters

2.1.3.1 Landis+Gyr will ensure that modules are available for installation in the Landis+Gyr meters as purchased. Landis+Gyr will ensure that all modules shipped to the meter manufacturer are capable of the necessary programming that has been approved by Customer.

### 2.1.4 Systems and Interfaces

2.1.4.1 Landis+Gyr will assist Customer in installing all System software so that Customer can effectively manage the System.

2.1.4.2 Landis+Gyr will assist Customer in initially configuring the System software to meet Landis+Gyr's functional specifications. With respect to Command Center, Landis+Gyr will provide Customer with assistance in updating and maintaining the configuration if Landis+Gyr's Support Agreement and Software Support Agreement are signed by the parties and the Customer pays the applicable fees.

2.1.4.3 Landis+Gyr will train and assist Customer in operating the System.

## 2.2 Customer Responsibilities

### 2.2.1 General Services and Facilities

2.2.1.1 Project Lead. Customer will provide an experienced project lead ("**Customer's Project Manager**") who will serve as the primary contact between Customer and Landis+Gyr's Project Manager. Customer's Project Manager will be responsible for all Customer deliverables and coordinate Customer's internal resources in areas such as IT, Customer Service, Metering Services, Training and System Administration.

### 2.2.2 Collector/Routers

#### 2.2.2.1 Design and Procure

2.2.2.1.1 Customer will provide reasonable consultation and assistance to Landis+Gyr's designers as required.

2.2.2.1.2 Customer will approve Landis+Gyr's designs prior to Customer's installation. Review and approval schedules will be identified in the Project Schedule.

2.2.2.1.3 Landis+Gyr in conjunction with Customer will perform construction planning.

2.2.2.1.4 Customer will supply an experienced design specialist who will, on an installation-by-installation basis:

- (a) Assist Landis+Gyr with design by participating in pre-design site meetings and providing advice;
- (b) Issue switch numbers to be included on design drawings and documents;
- (c) Review Landis+Gyr's designs and provide comments prior to installation;
- (d) Arrange any survey and staking required for pole placement; and

- (e) Obtain all necessary permits and approvals prior to installation.
- (f) Customer will supply and keep current material item catalogue showing approved manufacturer and part numbers for third party-equipment.

#### 2.2.2.2 Installation

- 2.2.2.2.1 Landis+Gyr will supply onsite commissioning, optimization, orientation (includes training for Customer to maintain and troubleshoot RF equipment) and configuration of one (1) collector.
- 2.2.2.2.2 Customer will provide necessary resources to energize and commission the routers and collectors for placement into permanent service.
- 2.2.2.2.3 Customer will provide installation-ready poles or towers (no less than 45 feet above ground) for mounting of RF collectors including power, grounding and WAN communication. Customer agrees to install facilities at its cost for the purposes of router and collector attachment to enable the routers and collectors to perform optimally and in accordance with the design.
- 2.2.2.2.4 Customer will arrange for underground facilities locating, in advance of construction, if ground disturbance is required.
- 2.2.2.2.5 Customer will arrange for power interruptions if required for construction.
- 2.2.2.2.6 Customer will install all collectors and routers and third party-ancillary equipment as per the design.
- 2.2.2.2.7 Customer will connect to applicable communication equipment to accommodate available utility fiber or communication network.

#### 2.2.2.3 Commissioning

- 2.2.2.3.1 Customer responsibilities
  - (a) Customer will inspect the facilities to be placed into service.
  - (b) Customer will collect “red-line” as-built drawings and documents and perform data entry into Customer’s automated mapping/facilities management system.
  - (c) Customer will install switch numbers on the structure(s).
  - (d) Customer will energize the new facilities if they are determined to be ready to be placed into service.
  - (e) Customer will observe equipment testing and commissioning and accept that equipment if all acceptance requirements as defined in this Exhibit A are met and all deficiencies are remedied.
  - (f) Customer will collect commissioning reports.

2.2.3 Customer is responsible for meter installation.

2.2.4 Systems and Interfaces

2.2.4.1 Customer will design and develop interfaces which will be needed to support the System.

2.2.4.2 Customer will appoint a system administrator to become familiar with System operation.

2.2.4.3 Landis+Gyr requires remote access to all aspects of the System to support deployment. This includes Command Center server(s) and services (i.e. Mobile Admin), IP connections to all collectors, and any System encryption keys to access devices in the field such as routers and endpoints for all devices not hosted by Landis+Gyr. Customer shall supply an encrypted VPN solution to allow Landis+Gyr to access these parts of the System as needed. Landis+Gyr will require individual logons to the Customer VPN solution as well as Command Center and any other network resources needed to support the deployment. VPN access "to the field" is recommended over shared access via remote desktop or other terminal service.

2.2.4.4 Customer agrees to provide System encryption keys to accepted members of Landis+Gyr's staff in order to support initial deployment and troubleshooting. Landis+Gyr will supply, at Customer request, Landis+Gyr's I.T. Policies for encrypting and securing Landis+Gyr personal computer equipment against leakage of the Customer system encryption keys. Landis+Gyr staff will furnish all standard equipment (i.e., laptop, IWR Radio, software, etc.) to support its troubleshooting efforts on behalf of Customer. Customer may choose to audit each Landis+Gyr-supplied piece of equipment to fulfill Customer security policy once per visit.

## COMMAND CENTER MANAGED SERVICES PACKAGE SCHEDULE

This Command Center Managed Services Package (“**MSP**”) Schedule (“**Schedule**”) is by and between Landis+Gyr Technologies, LLC (“**Landis+Gyr**”), with its main office at 6436 County Road 11, Pequot Lakes, MN 56472, and the City of Grand Island (“**Customer**”), with an office located at 100 East 1<sup>st</sup> Street, Grand Island, NE 68801. This Schedule is governed by the terms set forth in Landis+Gyr’s Master Agreement. This Schedule will commence on the last signature date below and remain in effect for a period of three (3) years.

### 1. DEFINITIONS As used in this Schedule these terms shall have the following meanings:

“**Schedule**” means the terms and conditions contained within this document and any attachments hereto or subsequently executed by the parties.

“**Equipment**” means hardware used to provide the Services, including features, peripherals and components.

“**Services**” means all MSP services which Customer acquires from Landis+Gyr.

“**Software**” means computer programs in any form that are utilized by Landis+Gyr to provide the Services and which are identified in Appendix A, including object code, source code, firmware, and microcode.

“**Command Center Software**” means the software that is used to operate Landis+Gyr’s AMR/AMI system.

### 2. SCOPE OF SERVICE

Landis+Gyr shall provide Customer with access to Services on the terms and conditions set forth in this Schedule. Landis+Gyr will provide Services that will enable Customer to access the Command Center Software.

- (a) **Landis+Gyr Services:** Services under this Schedule shall consist of the following: (1) Landis+Gyr shall set up Equipment allowing Customer to access Command Center Software on a Landis+Gyr server either through a subdirectory of a Landis+Gyr domain or through a domain registered by Customer, and (2) Landis+Gyr will comply with requirements set forth in Attachment A. Landis+Gyr shall use reasonable efforts to notify Customer of system change which materially affect the Services provided by Landis+Gyr to Customer.
- (b) **Customer Responsibilities:** Customer has several responsibilities to ensure that Landis+Gyr is able to provide the Services in a quality manner. Specific Customer responsibilities are set forth in Attachment A.

### 3. PERFORMANCE OF SERVICES AND WARRANTY

- (a) Landis+Gyr will provide the Services identified in Attachment A and any other services that are subsequently added to this Schedule by the parties. Landis+Gyr will be responsible for providing all Equipment and Software necessary for providing the Services.

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- (b) EXCEPT AS OTHERWISE STATED IN THIS SCHEDULE, ANY EQUIPMENT, SERVICES OR SOFTWARE PROVIDED BY LANDIS+GYR PURSUANT TO THIS SCHEDULE ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. UNLESS SPECIFICALLY SET FORTH HEREIN, LANDIS+GYR SHALL NOT BE LIABLE FOR ANY EXPENSE OR DAMAGES INCURRED BY CUSTOMER WHICH MAY ARISE OUT OF FAILURE OF THE SERVICES TO FUNCTION OR DUE TO ANY MALFUNCTION OF EQUIPMENT OR SOFTWARE OR LANDIS+GYR'S FAILURE TO PROVIDE SERVICES AS SET FORTH HEREIN, REGARDLESS OF THE CAUSE OF ACTION ON WHICH ANY CLAIM IS BASED, EXCEPT THAT LANDIS+GYR SHALL BE LIABLE FOR BODILY INJURY OR DEATH CAUSED BY THE NEGLIGENCE OR WILLFUL ACTS OF LANDIS+GYR IN PROVIDING SERVICES HEREUNDER. LANDIS+GYR WILL NOT BE RESPONSIBLE FOR ERRORS OR DELAYS RESULTING FROM THE FAULTY TRANSMISSION OF DATA FROM CUSTOMER OR ITS CUSTOMERS OR FOR DELAYS IN PROCESSING OR IN THE DELIVERY OF THE PROCESSED DATA DUE TO CAUSES BEYOND ITS CONTROL. IN NO EVENT WILL LANDIS+GYR BE LIABLE FOR ECONOMIC, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THE SERVICES OR THIS SCHEDULE.

#### **4. FEE AND INVOICES**

Landis+Gyr will issue invoices for Services on a monthly basis in accordance with the pricing set forth in Attachment B. Landis+Gyr will issue separate monthly invoices, which Customer agrees to pay, for any communications fees that are incurred by Landis+Gyr in providing Services. Payment terms for invoices are thirty (30) days after receipt of invoice.

#### **5. CONFIDENTIAL INFORMATION**

- (a) Customer may provide Landis+Gyr with information that is confidential or proprietary and Landis+Gyr shall take reasonable precautions to prevent such information from being divulged to third parties other than Landis+Gyr affiliates and except as provided in Section 8 below. This obligation of confidence shall survive the term of this Schedule and will continue for a period of two (2) years thereafter.
- (b) Non-confidential Information. The following information shall not be considered confidential:
1. Information which is already generally available to the public;
  2. Information which hereafter becomes generally available to public, except as a result of the action of Landis+Gyr; and
  3. Information which can be shown to have been known to Landis+Gyr prior to receipt from Customer.

#### **6. PROGRAM MANAGEMENT**

Both parties shall name a program manager with responsibility for managing the activities associated with this Schedule. The program manager will work together to resolve any issues that arise and will periodically meet to document and discuss the performance of the Services.

## **7. TERM AND TERMINATION**

- (a) The term of this Schedule shall commence on the Effective Date and shall continue for the number of years stated above.
- (b) Either party may terminate this Schedule upon thirty (30) days prior written notice to the party for failure of such other party to fulfill any of its material obligations hereunder, provided, however, if during the period of such notice the other party shall have remedied such failure, this Schedule shall continue in full force and effect as it would have had such failure not occurred.
- (c) Either party may, with or without cause, terminate this Schedule upon sixty (60) days written notice to the other party.
- (d) The parties may elect to extend the term of this Schedule beyond the initial term by executing an amendment relating to an extension.
- (e) In the event that this Schedule is terminated Customer will be required to order Command Center Software from Landis+Gyr at the then current license fee prior to the termination date. Customer will also be required to sign the Landis+Gyr Support Agreement prior to the termination date.

## **8. REGULATORY AGENCIES AND OTHER LEGAL REQUIREMENTS**

- (a) The data, records and reports to be generated received, or maintained by Landis+Gyr under this Schedule may be subject to examination by Federal and State regulatory agencies that have jurisdiction over Customer's business, to the same extent as such records would be subject if they were maintained and produced by Customer itself on its own premises. Landis+Gyr agrees to allow reasonable audits by and on behalf of Customer.
- (b) Customer will be solely responsible for maintaining records required by Federal and State regulatory agencies. The data, records and reports to be generated, received, or maintained by Landis+Gyr are not represented to comply with either Federal or State regulatory requirements.
- (c) Customer shall have the responsibility of notifying the appropriate Federal and State regulatory agencies, in accordance with their requirements, of all information required concerning the Services, including, but not limited to, the commencement of, termination of, and method and control procedure used in processing Customer's data.

## 9. GENERAL

- (a) This Schedule, together with the attachment and the Master Agreement, constitutes the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings and communications between the parties. This Schedule may not be amended except by an instrument signed by the parties. Failure to enforce any Schedule term is not a waiver of future enforcement of that or any other term. The provisions of this Schedule are severable; if any provision is held to be invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired by the holding. In the event of a conflict between the provisions of this Schedule and the Master Agreement, the provisions of the Master Agreement shall prevail.
- (b) No purchase order, purchase order acknowledgment, invoice, or other pre-printed form terms passing between the parties shall in any way modify or change this Schedule, and this Schedule may only be modified by written agreement which is expressly declared to be an amendment and which is signed by both parties.

### **Acknowledged and agreed to by the authorized representatives of the parties:**

CUSTOMER

LANDIS+GYR TECHNOLOGIES, LLC

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Typed: \_\_\_\_\_

Typed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Attachment A Services Description**

This Attachment A describes the Services and the responsibilities of the parties.

**Landis+Gyr is responsible to:**

### **1. Provide and Maintain Servers**

Landis+Gyr will purchase all Equipment necessary to operate the Command Center Software and to provide the Services. Equipment will not be dedicated to any particular customer. Dedicated equipment is available for an additional fee. The physical database will not be shared across customers.

### **2. Install Software Upgrades**

Landis+Gyr will install all Software upgrades on the Landis+Gyr Equipment. Software includes Command Center Software, operating system software, Microsoft®'s SQL Database and any software running on the Landis+Gyr Equipment. SOFTWARE DOES NOT INCLUDE MOBILE ADMINISTRATION SOFTWARE ("MAS") UPGRADES TO HANDHELD DEVICES, ENDPOINT PROGRAMMING SOFTWARE UPGRADES AT THE CUSTOMER SITE, OR SUBSTATION PROCESSING UNIT SOFTWARE UPGRADES. The MAS upgrade process can be found in the MAS technical publication, or the Customer may register for training on-line. Although Software does not include the MAS, Landis+Gyr, however, will assist Customer's upgrade of one (1) handheld when an upgrade is needed at Customer's request. Customer agrees to pay \$100.00 per handheld for any additional upgrade assistance.

### **3. Conduct Database Administration**

Landis+Gyr will perform all database backup procedures and any other maintenance routines that are required by the database. Backups of the database will occur on a daily basis. Weekly back-up tapes are stored at an offsite storage location. The production environment will only house two years of live data. All other historical data can be made available to Customer if Customer requests.

### **4. Monitor Substation Communications**

Landis+Gyr will monitor the status of communications to the substations. In the event of a fault during normal business hours, Landis+Gyr personnel will contact Customer by email or phone, if a phone number has been provided. If the communications fault is a result of a Landis+Gyr Equipment failure, Landis+Gyr will resolve the communications fault. If the communications fault is not the result of a Landis+Gyr Equipment failure, Landis+Gyr will report the fault for resolution by Customer. In the event of a fault as a result of a Landis+Gyr Equipment failure outside of normal business hours, Landis+Gyr will attempt to resolve the issue; however, no notice of the event will be made to the Customer. Customer is responsible for its own system administration. Should Customer require assistance with respect to communications to the substations, after hours assistance is available as described in Section 7 below.

## **5. Process Substation Communication Fees**

If there are any substation communication fees that are being incurred by Landis+Gyr (i.e. long distance charges), Landis+Gyr will invoice Customer monthly for the substation communication fees, which Customer agrees to pay.

## **6. Perform to Uptime to Standards**

System will be available 98% of a given month, other than for planned maintenance, updates, or force majeure. Planned maintenance and updates are not expected to exceed 10 hours in a normal month. Customer will be notified in advance by email of scheduled maintenance that is anticipated to involve system unavailability of two hours or more. Landis+Gyr will use commercially reasonable efforts to notify Customer at least 48 hours in advance to scheduled maintenance and updates. Landis+Gyr will use commercially reasonable efforts to perform scheduled maintenance outside the hours of 7AM – 7PM Central Standard Time, Monday – Friday. Landis+Gyr will use commercially reasonable efforts to notify Customer immediately if it is anticipated that the system will be unavailable for two hours or more due to unscheduled maintenance.

## **7. Provide Technical Support**

The point of contact for support is the customer service call center. The phone number for the call center is: (888) 390-5733. Normal support hours are 7:00 A.M – 6:00 P.M. Central Time, Monday through Friday. After hours support is accessible 24 x 7 by calling the call center number and following the prompts.

## **8. Include Annual Support Agreement**

Customer will receive the services and benefits outlined in Landis+Gyr's standard Support Agreement, which will be provided to Customer.

## **9. Provide Communication Hardware**

Landis+Gyr will provide the modems and routers necessary to facility communication at the central hosting location. NOTE: CUSTOMER IS RESPONSIBLE FOR ANY COMMUNICATION EQUIPMENT NEEDED IN CONJUNCTION WITH THE SUBSTATION PROCESSING UNIT AT CUSTOMER SITE.

## **10. Deliver Disaster Recovery Protection**

Landis+Gyr will provide disaster recovery for the hosted data and Command Center software in compliance with RUS CFR Part 1730.

## **11. Convert Data for TurtleWare Software (if applicable)**

Landis+Gyr will assist Customer with the conversion data from TurtleWare to the Command Center as part of the hosting process.

**Customer will:**

**1. Conduct Endpoint and Substation Equipment Field Maintenance**

Customer will perform field maintenance work on the endpoints and substation equipment. This includes, but is not limited to, updating the substation processing unit software to the latest version of software.

**2. Interface Billing data to Customer Billing System**

Customer is responsible for executing the Billing Extract file utilizing the functionality built into the Command Center Software and loading it into Customer's billing system. Customer is also responsible for any exception processing that is associated with endpoints that do not have billing data available for a particular billing cycle window.

**3. Provide Substation Communication**

Customer is responsible for purchasing and physically maintaining all substation communications infrastructure.

**4. Administer Login and Passwords**

Customer is responsible for administering all Command Center logins and passwords for its employees.

**5. Support Utility Consumer**

Customer is responsible for handling all support for its own end-use consumers. Landis+Gyr will not provide any support regarding billing inquiries or any other matter for end-use consumers.

**6. Install and Upgrade Endpoint Programmer Software**

Customer is responsible to load and maintain Endpoint Programmer Software on desired hardware at their location.

**7. Prepare TurtleWare Database for Conversion (if applicable)**

Customer will, following Landis+Gyr-defined Command Center Pre-Installation Procedures, prepare the TurtleWare database prior to Landis+Gyr's conversion of TurtleWare data.

**ATTACHMENT B**  
**LANDIS+GYR COMMAND CENTER MANAGED SERVICES PACKAGE (MSP)**  
**FEE SCHEDULE**

**MSP FEE SCHEDULE**

The MSP fee, which will be billed on a monthly basis, is determined by the total number of endpoints deployed by Customer that are in the “deployed” status on the last business day of the previous month, as indicated by the Command Center Software. For one (1) year commencing on the Schedule’s last signature date, the monthly fee for the Services provided hereunder will be \$675.00 for up to 2,000 deployed endpoints. For the second and third years of the Schedule’s term, the then current monthly fee will be subject to increases in the CPI. Upon expiration of the third year of the term, Customer agrees to pay Landis+Gyr’s then current per deployed endpoint monthly fee for the Services.

**COMMUNICATION FEES**

Landis+Gyr may incur fees to communicate with Customer substations. Landis+Gyr will pay such fees and bill Customer for them, which Customer agrees to pay, at Landis+Gyr’s actual cost on a monthly basis.

RESOLUTION 2012-314

WHEREAS, the City of Grand Island invited sealed proposals for Automated Metering Infrastructure (AMI) Pilot System according to plans and specifications on file with the Utilities Department; and

WHEREAS, on August 30, 2012, proposals were received, opened and reviewed; and

WHEREAS, Landis and Gyr with Kriz Davis as the local representative, submitted a proposal in accordance with the terms of the advertisement of proposal and plans and specifications and all other statutory requirements contained therein, such proposal being in the amount of \$108,129.95; and an annual agreement for the hosted server from Landis and Gyr in the amount of \$8,100.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Landis and Gyr in the amount of \$108,129.95, for Automated Metering Infrastructure Pilot System, and an annual agreement for the hosted server in the amount of \$8,100.00, is hereby approved as the lowest responsible proposal.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 23, 2012.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 19, 2012	☐ City Attorney





# City of Grand Island

Tuesday, October 23, 2012

Council Session

## Item I5

**#2012-315 - Consideration of Request from Wilmar Realty LLC dba Wilmar, 620 West State Street, Suite B for a Class “C” Liquor License and Liquor Manager Designation for James Goodman, 2716 Apache Road**

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

Staff Contact: RaNae Edwards

RESOLUTION 2012-315

WHEREAS, an application was filed by Wilmar Realty, LLC doing business as Wilmar, 620 West State Street, Suite B 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 October 13, 2012; such publication cost being \$13.30; and

WHEREAS, a public hearing was held on October 23, 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 James Goodman, 2716 Apache Road 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, October 23, 2012.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 19, 2012	☐ City Attorney



# City of Grand Island

Tuesday, October 23, 2012

Council Session

## Item J1

### **Approving Payment of Claims for the Period of October 10, 2012 through October 23, 2012**

*The Claims for the period of October 10, 2012 through October 23, 2012 for a total amount of \$2,787,857.08. A MOTION is in order.*

Staff Contact: Jaye Monter



# City of Grand Island

Tuesday, October 23, 2012

Council Session

## Item X1

### Update Concerning Union Negotiations for IAFF

*The City Council may vote to go into Executive Session as required by State law to discuss IAFF Union Negotiations for the protection of the public interest.*

Staff Contact: