
City of Grand Island



Tuesday, October 14, 2014
Council Session Packet

City Council:

Linna Dee Donaldson
John Gericke
Peg Gilbert
Chuck Haase
Julie Hehnke
Kent Mann
Vaughn Minton
Mitchell Nickerson
Mike Paulick
Mark Stelk

Mayor:

Jay Vavricek

City Administrator:

Mary Lou Brown

City Clerk:

RaNae Edwards

7:00 PM
Council Chambers - City Hall
100 East 1st Street

Call to Order

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

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

Invocation - Pastor Dan Bremer, Grace Lutheran Church, 545 East Memorial Drive

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, October 14, 2014

Council Session

Item D-1

**#2014-BE-6 –Consideration of Council President Haase’s Request
the Council Override the Mayor’s Veto of Determining Benefits for
Water Main District 458T, Platte Valley Industrial Park - East**

Staff Contact:

RaNae Edwards

From: Council C Haase
Sent: Sunday, October 05, 2014 4:16 PM
To: RaNae Edwards; Electeds
Subject: Agenda Request for October 14th to override the Mayor Veto's

RaNae,

I request the Mayor Veto's (provided 9/30) on the 9/23/2014 agenda items 2014-BE-6, 2014-BE-7 and resolutions 2014-307, and 2014-308, relating to the Platte Valley Industrial Park - East, Water Main Dist 458T and Sanitary Sewer Dist 527T be placed on the October 14, 2014 agenda for the Council consideration of overriding the Mayor's Veto's on the 4 items listed above.

Please consider this to be in compliance with the process identified in Resolution 2009-59.

Respectfully Submitted,

Chuck Haase, City Council President

From: RaNae Edwards
Sent: Tuesday, September 30, 2014 10:04 AM
To: Electeds
Subject: Mayor Veto

Please see attached information regarding the Mayor's veto.

RaNae Edwards
City Clerk
City of Grand Island
100 East First Street
Grand Island, NE 68801
(308) 385-5444 Ext. 111
redwards@grand-island.com
www.grand-island.com
[facebook](#)
[twitter](#)

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: September 23, 2014

Subject: Water Main District 458T – Platte Valley Industrial Park East – Board of Equalization Hearing and Consideration of Determination of Benefits

Item #'s: D-1 & I-2

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Platte Valley Industrial Park East (PVIP-E) is located on the west side of Blaine Street, between Schimmer Drive and Wildwood Drive. PVIP-E is a 280 acre tract of land that is owned by the Grand Island Area Economic Development Corporation (GIAEDC).

Water Main District 458T was authorized by the Council on November 23, 2010, to provide municipal water service adjacent to the properties, thereby making the area more attractive for commercial and industrial usage.

On October 26, 2010, the City Council approved funding assistance for installation of infrastructure from a grant from the Nebraska Department of Economic Development. The monies were provided from the Community Development Block Grant (CDBG) Disaster Recovery Program. At the same time, additional funding was also allocated from the Local Area Economic Development LB 840 Program.

Discussion

As a cost savings from the economy of scale, a joint Utilities/Public Works Contract was prepared for construction of water and sewer lines to the PVIP-E area. Specifications for the project were developed and bids advertised and received in accordance with the City Purchasing Code.

On April 10, 2012, The Diamond Engineering Company of Grand Island was awarded the joint contract for a total of \$1,262,909.56. The contract consisted of installing 8,700 feet of sanitary sewer and 8,500 feet of 16" diameter water main. The bid award was based on the least total cost for the entire project (water main and sanitary sewer).

The total project cost for the water main construction was \$856,068.68. The City has just received final grant disbursements for the project. The funding assistance includes: \$334,762.00 from the original Community Development Block Grant; \$32,909.00 from the amended Grant reallocation; \$36,985.00 for easement reimbursements from the EDC; and \$119,758.45 from LB 840 funding. The total funding assistance for Water Main District 458T is \$524,414.45.

The remaining balance of \$331,654.23 will be charged to the properties receiving benefit within the district's boundary. Those connection fees are due when a property "taps" the water main for service. This is the City's standard method used to recoup costs when water mains are installed across undeveloped lands. The connection (tap) fee for properties within the boundary of Water Main District 458T is \$21.510958 per front foot.

Attached for reference are copies of the tabulation of construction costs for Water Main District 458T; a tabulation of connection fees for the properties within District 458T, and the district's boundary plat.

Alternatives

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

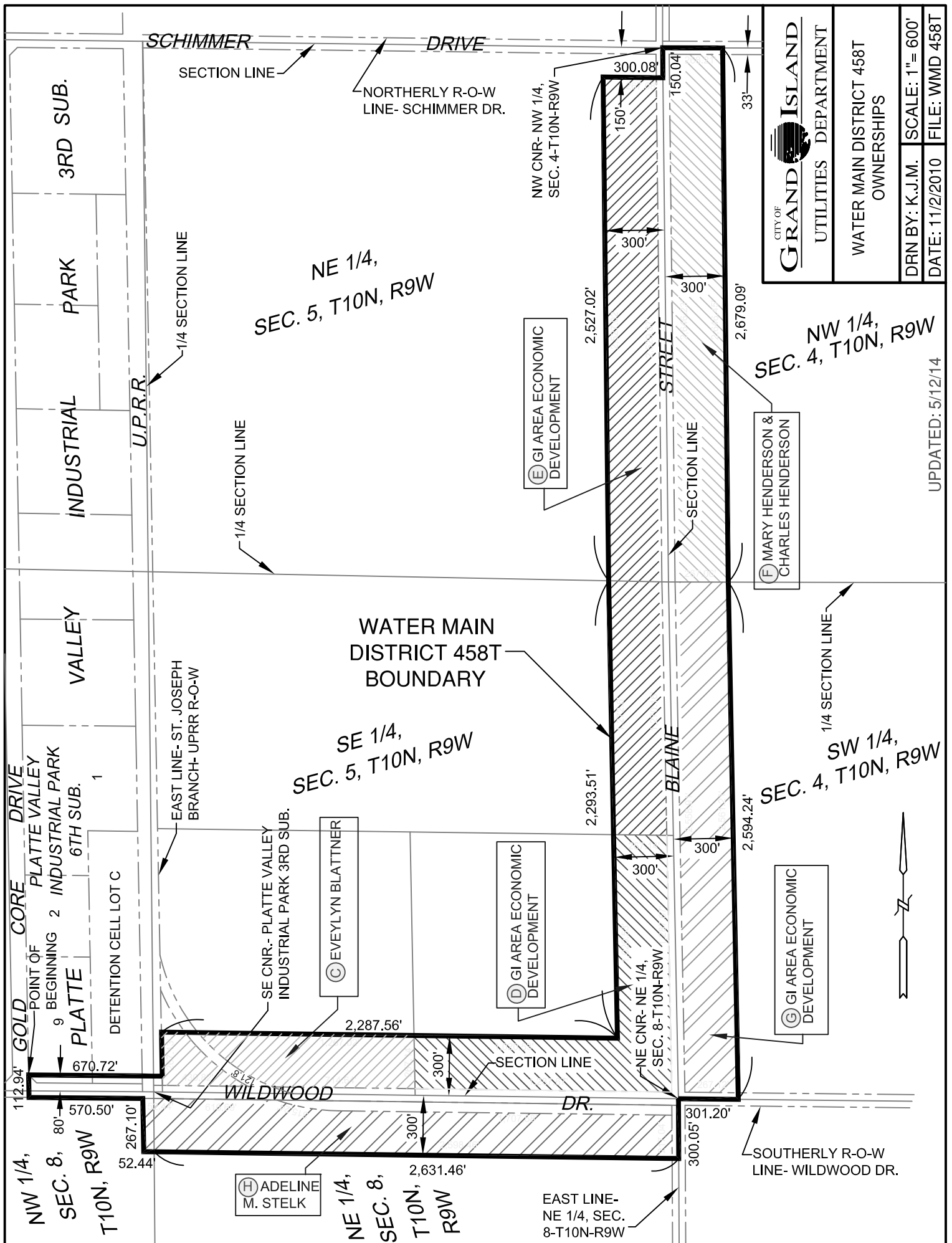
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

It is recommended that the Council sit as a Board of Equalization and establish the connection fees for the properties within the district.

Sample Motion

Move to sit as a Board of Equalization to establish the connection fees for the properties within Water Main District 458T.



 CITY OF GRAND ISLAND	UTILITIES DEPARTMENT	DRN BY: K.J.M.	SCALE: 1" = 600'
	WATER MAIN DISTRICT 458T OWNERSHIPS	DATE: 11/2/2010	FILE: WMD 458T
	UPDATED: 5/12/14		

WATER MAIN DISTRICT 458T
Platte Valley Industrial Park East
 Wildwood Dr - Gold Core to Blaine St
 Blaine St - Wildwood Dr to Schimmer Dr

THE DIAMOND ENGINEERING COMPANY
 P O Box 1327
 Grand Island, NE 68802
 Tel: (308) 382-8362 Fax: (308) 382-8389

5/12/2014

Item	Description	BID	TOTAL QUANTITIES PLACED		TOTAL AMT
		Unit \$		Unit	COMPLETED \$
C. 1.01	16" d.i. pipe (SJ)	62.15	8,414.00	l.f.	\$522,930.10
C. 1.02	16" d.i. pipe (RJ)	76.60	126.00	l.f.	\$9,651.60
C. 1.03	30"x0.500" Steel casing	275.00	120.00	l.f.	\$33,000.00
C. 1.04	16"x16"x16" tapping sleeve (MJ)	7,265.00	1.00	ea.	\$7,265.00
C. 1.05	16"x16"x16" Tee (MJ)	975.00	1.00	ea.	\$975.00
C. 1.06	16"x16"x6" tee (MJ)	675.00	16.00	ea.	\$10,800.00
C. 1.07	16"X22 1/2° Ell (MJ)	555.00	10.00	ea.	\$5,550.00
C. 1.08	16"X6" Reducer (MJ)	405.00	1.00	ea.	\$405.00
C. 1.09	16" sleeve coupling	510.00	21.00	ea.	\$10,710.00
C. 1.10	16" Tapping Valve	7,430.00	1.00	ea.	\$7,430.00
C. 1.11	16" Butterfly Valve	2,553.00	10.00	ea.	\$25,530.00
C. 1.12	valve box	145.00	11.00	ea.	\$1,595.00
C. 1.13	Fire Hydrant assembly Type 1	1,400.00	16.00	ea.	\$22,400.00
C. 1.14	Fire Hydrant Assembly Type 2	1,980.00	1.00	ea.	\$1,980.00
C. 1.15	Thrust Block	350.00	23.00	ea.	\$8,050.00
C. 1.16	Thrust Block - Invert "A"	965.00	3.00	ea.	\$2,895.00
C. 1.17	Thrust Block - Invert "B"	820.00	3.00	ea.	\$2,460.00
C. 1.18	remove asph./conc. Driveway	5.80	0.00	s.y.	\$0.00
C. 1.19	replace asph./conc. Driveway	31.00	0.00	s.y.	\$0.00
C. 1.20	remove asph./conc. Roadway	6.80	83.40	s.y.	\$567.12
C. 1.21	replace concrete roadway	34.50	83.40	s.y.	\$2,877.30
C. 1.22	remove and replace gravel roadway	18.00	10.00	ton	\$180.00
C. 1.23	Residential Type Seeding & Restoration	9,535.00	0.40	Ac	\$3,814.00
C. 1.24	Non-Residential Type Seeding & Restoration	2,695.00	4.45	Ac	\$11,992.75
C. 1.25	Row Crop Area Restoration	340.00	6.70	Ac	\$2,278.00
C. 1.26	Dewatering	9.55	2,593.00	l.f.	\$24,763.15
C. 1.27	Temporary Traffic Control	1,250.00	1.00	L.S.	\$1,250.00
C. 1.28	Temporary Fencing	4,370.00	1.00	L.S.	\$4,370.00
C. 1.29	Remove & Replace Permanent Fencing	1,586.00	1.00	L.S.	\$1,586.00
CONTRACT TOTAL AMOUNT					\$727,305.02
Easements					\$45,987.50
City Supplied Materials					\$23,834.13
Services & Supplies					\$4,446.08
Engineering					\$37,577.04
Overhead					\$16,918.91
PROJECT TOTAL					\$856,068.68
Less PVSB Easement Reimbursement					-\$36,985.00
Less CDBG Reimbursement					-\$334,762.00
Less CDBG Amendment					-\$32,909.00
LB 840 Funds					-\$119,758.45
Total Reimbursement					-\$524,414.45
ASSESSABLE TOTAL					\$331,654.23

**TABULATION OF CONNECTION FEES
WATER MAIN DISTRICT 458T
WWO 22919**

5/12/2014

ITEM	AMOUNT
Contract =	\$727,305.02
Easements =	\$45,987.50
City Materials =	\$23,834.13
Engineering =	\$37,577.04
Overhead =	\$16,918.91
Services & Supplies	\$4,446.08
Total Project =	<u>\$856,068.68</u>
Less PVS B Easement	-\$36,985.00
Less CDBG =	-\$334,762.00
Less CDBG Amendment =	-\$32,909.00
LB 840 Funds	-\$119,758.45
Total Reimbursements =	<u>-\$524,414.45</u>
Assessable =	\$331,654.23
Connection Fee / FF	\$21.510958

OWNER	PARCEL #	SEE ATTACHED PROPERTY	DESCRIPTION	FRONT FOOTAGE	TOTAL CONNECTION FEE
Blattner Family Trust 10 Trailwood Creek Lufkin, TX 75901	400209217	Part SW 1/4, SE 1/4 Section 5, T-10-N, R-9-W	"C"	1,145.46	\$24,639.94
Grand Island Area Economic Development PO Box 1151 Grand Island, NE 68802	400209225	Part SW 1/4, SE 1/4 Section 5, T-10-N, R-9-W	"D"	2,575.34	\$55,398.03
Grand Island Area Economic Development PO Box 1151 Grand Island, NE 68802	400209209 400209160	Part E 1/2, NE 1/4 Section 5, T-10-N, R-9-W Part N 1/2, SE 1/4 Section 5, T-10-N, R-9-W	"E"	3,800.03	\$81,742.29
Charles H Henderson Mary Alice Henderson, H/W 24 E Laurel Street Harrisonburg, VA 22801	400209047	Part W 1/2, NW 1/4 Section 4, T-10-N, R-9-W	"F"	2,646.23	\$56,922.94
Grand Island Area Economic Development PO Box 1151 Grand Island, NE 68802	400209055	Part SW 1/4 Section 4, T-10-N, R-9-W	"G"	2,558.91	\$55,044.61
Adeline M Stelk 2659 W Wildwood Dr Grand Island, NE 68801	400209241	Part N 1/2, NE 1/4 Section 8, T-10-N, R-9-W Part NE 1/4, NW 1/4 Section 8, T-10-N, R-9-W	"H"	2,691.95	\$57,906.42
				Total Footage	15,417.92
				Total All Connection Fees	<u>\$331,654.23</u>

R E S O L U T I O N 2014-BE-6

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Water Main District 458T, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$331,654.23; and

Such benefits are equal and uniform; and

According to the area of the respective lots, tracts, and real estate within such Water Main District No. 458T such benefits are the sums set opposite the several descriptions as follows:

Name	Parcel Number	Description	Connection Fee
Blattner Family Trust 10 Trailwood Creek Lufkin TX 75901	400209217	Beginning at the intersection of the northerly right-of-way line of Wildwood Drive and the easterly right-of-way line of the River Industrial Lead Railroad, formerly known as the St. Joseph Branch of the Union Pacific Railroad; thence northerly, along the said easterly right-of-way line of the River Industrial Lead Railroad, a distance of two hundred sixty seven and thirteen hundredths (267.13) feet; thence easterly and three hundred (300.0) feet parallel with the southerly line of the Southwest Quarter of the Southeast Quarter (SW ¼, SE ¼,) of Section Five (5), Township Ten (10) North, Range Nine (9) West, a distance of one thousand two hundred sixty seven and two hundredths (1,267.02) feet to a point on the easterly line of the Southwest Quarter of the Southeast Quarter (SW ¼, SE ¼), of said Section Five (5), thence southerly along the easterly line of the Southwest Quarter of the Southeast Quarter (SW ¼, SE ¼) of said Section Five (5), a distance of two hundred sixty seven and fourteen hundredths (267.14) feet to a point on the northerly right-of-way line of said Wildwood Drive; thence westerly along the northerly right-of-way line of said Wildwood Drive, a distance of one thousand two hundred sixty seven and twenty six hundredths (1,267.26) feet to the said Point of Beginning. Except that part deeded to the City of Grand Island for a Railroad Spur Line described in Instrument #78-007701(See attached) recorded in the Hall County, Nebraska Register of Deeds Office.	\$24,639.94
Grand Island Area Economic Development PO Box 1151 Grand Island NE 68802-1151	400209225	Beginning at the intersection of the northerly right-of-way line of Wildwood Drive and the westerly right-of-way line Blaine Street; thence westerly along the northerly right-of-way line of said Wildwood Drive, a distance of one thousand two hundred eighty seven and sixty seven hundredths (1,287.67) feet to a point on the westerly line of the Southeast Quarter of the Southeast Quarter (SE ¼, SE ¼) of Section Five (5), Township Ten (10) North, Range Nine (9) West; thence northerly along	\$55,398.03

Approved as to Form ✕ _____ October 10, 2014 ✕ City Attorney

		<p>the westerly line of the Southeast Quarter of the Southeast Quarter (SE ¼, SE ¼) of said Section Five (5), a distance of two hundred eighty seven and fourteen hundredths (287.14) feet; thence easterly and three hundred (300.0) feet parallel with the southerly line of the Southeast Quarter of the Southeast Quarter (SE ¼, SE ¼) of said Section Five (5), a distance of one thousand twenty and fifty three hundredths (1,020.53) feet; thence northerly and three hundred (300.0) feet parallel with the easterly line of the Southeast Quarter of the Southeast Quarter (SE ¼, SE ¼) of said Section Five (5), a distance of one thousand twenty and fifty three hundredths (1,020.53) feet to a point on the northerly line of the Southeast Quarter of the Southeast Quarter (SE ¼, SE ¼) of said Section Five (5); thence easterly along the northerly line of the Southeast Quarter of the Southeast Quarter (SE ¼, SE ¼) of said Section Five (5), a distance of two hundred sixty seven and fourteen hundredths (267.14) feet to a point on the westerly right-of-way line of said Blaine Street; thence southerly along the westerly right-of-way line of said Blaine Street, a distance of one thousand two hundred eighty seven and sixty seven (1,287.67) feet to the northerly right-of-way line of Wildwood Drive being the said Point of Beginning.</p>	
<p>Grand Island Area Economic Development PO Box 1151 Grand Island NE 68802-1151</p>	<p>400209209 400209160</p>	<p>Beginning at a point on the westerly right-of-way line of Blaine Street, said point being one hundred fifty (150.0) feet south of the northerly line of the Northeast Quarter (NE ¼) of Section Five (5), Township Ten (10) North, Range Nine (9) West; thence southerly along the westerly right-of-way line of said Blaine Street, a distance of two thousand five hundred twenty nine and eighty seven hundredths (2,529.87) feet to a point on the northerly line of the North Half of the Southeast Quarter (N1/2, SE ¼) of said Section Five (5); thence continuing along the westerly right-of-way line of said Blaine Street, a distance of one thousand two hundred seventy and sixteen hundredths (1,270.16) feet to a point on the southerly line of the North Half of the Southeast Quarter (N1/2, SE ¼) of said Section Five (5); thence westerly along the southerly line of the North Half of the Southeast Quarter (N1/2, SE ¼) of said Section Five (5), a distance of two hundred sixty seven and fourteen (267.14) feet; thence northerly and three hundred (300.0) feet parallel with the easterly line of the North Half of the Southeast Quarter (N1/2, SE ¼) of said Section Five (5), a distance of one thousand two hundred seventy two and six tenths (1,272.6) feet to a point on the southerly line of the Northeast Quarter (NE ¼) of said Section Five (5); thence continuing northerly and three hundred (300.0) feet parallel with the easterly line of the Northeast Quarter (NE ¼) of said Section Five (5), a distance of two thousand five hundred twenty seven and two hundredths (2,527.02) feet; thence easterly and one hundred fifty (150.0) feet parallel with the northerly line of the Northeast Quarter (NE ¼) of said Section Five (5), a distance of two hundred sixty seven and eight hundredths (267.08) feet to a point on the westerly right-</p>	<p>\$81,742.29</p>

		of-way line of said Blaine Street being the said Point of Beginning.	
Charles H. Henderson Mary Alice Henderson, H/W 24 E Laurel Street Harrisonburg VA 22801	400209047	Beginning at the intersection of the easterly right-of-way line of Blaine Street and the southerly right-of-way line of Schimmer Drive; thence easterly along the southerly right-of-way line of said Schimmer Drive, a distance of two hundred sixty eight and twenty one hundredths (268.21) feet; thence southerly and three hundred (300.0) feet parallel with the westerly line of the Northwest Quarter (NW ¼) of Section Four (4), Township Ten (10) North, Range Nine (9) West, a distance of two thousand six hundred forty six and forty five hundredths (2,646.45) feet to a point on the southerly line of the Northwest Quarter (NW ¼) of said Section Four (4); thence westerly along the southerly line of the Northwest Quarter (NW ¼) of said Section Four (4), a distance of two hundred sixty seven and six hundredths (267.06) feet to a point on the easterly right-of-way line of said Blaine Street; thence northerly along the easterly right-of-way line of said Blaine Street, a distance of two thousand six hundred forty six and twenty three hundredths (2,646.23) feet to a point on the southerly right-of-way line of said Schimmer Drive being the said Point of Beginning.	\$56,922.94
Grand Island Area Economic Development PO Box 1151 Grand Island NE 68802-1151	400209055	Beginning at the intersection of the northerly right-of-way line of Wildwood Drive and the easterly right-of-way line of Blaine Street; thence northerly along the easterly right-of-way line of Blaine Street, a distance of two thousand five hundred fifty eight and ninety one hundredths (2,558.91) feet to a point on the northerly line of the Southwest Quarter (SW ¼) of said Section Four (4), Township Ten (10) North, Range Nine (9) West; thence easterly along the northerly line of the Southwest Quarter (SW ¼) of said Section Four (4), a distance of two hundred sixty seven and six hundredths (267.06) feet; thence southerly and three hundred (300.0) feet parallel with the westerly line of the Southwest Quarter (SW ¼) of said Section Four (4), a distance of two thousand five hundred sixty one and twenty one hundredths (2,561.21) feet to a point on the northerly right-of-way line of said Wildwood Drive; thence westerly along the northerly right-of-way line of said Wildwood Drive, a distance of two hundred sixty seven and twelve hundredths (267.12) feet to a point on the easterly right-of-way line of said Blaine Street being the said Point of Beginning.	\$55,044.61
Adeline M. Stelk 2659 West Wildwood Drive Grand Island NE 68801	400209241	Beginning at a point on the westerly right-of-way line of Blaine Street, said point being eighty three (83.0) feet south of the northerly line of the North Half of the Northeast Quarter (N1/2, NE1/4) of Section Eight (8), Township Ten (10) North, Range Nine (9) West; thence westerly and eighty three (83.0) feet parallel with the with the northerly line of the North Half of the Northeast Quarter (N1/2, NE1/4) of said Section Eight (8), a distance of one thousand seven hundred seven and fifty eight hundredths (1,707.58) feet to a point of curvature; thence running northwesterly along the arc of a curve whose radius is nine hundred eighty five and thirty seven	\$57,906.42

	<p>hundredths (985.37) feet (the long chord of which deflects 11°50'33" right from the last described course), a long chord distance of three hundred fifteen and twenty four hundredths (315.24) feet to a point on the southerly right-of-way line of Wildwood Drive; thence westerly along the southerly right-of-way line of said Wildwood Drive, a distance of six hundred sixteen and sixty nine hundredths (616.69) feet to a point on the easterly line of the Northwest Quarter (NW1/4) of said Section Eight (8); thence continuing westerly along the southerly right-of-way line of said Wildwood Drive, a distance of fifty two and forty four hundredths (52.44) feet; thence southerly and parallel with the easterly line of the Northwest Quarter (NW1/4) of said Section Eight (8), a distance of two hundred sixty seven and ten hundredths (267.10) feet; thence easterly and three hundred (300.0) feet parallel with the northerly line of the Northwest Quarter (NW1/4) of said Section Eight (8), a distance of fifty two and forty four hundredths (52.44) feet to a point on the westerly line of the North Half of the Northeast Quarter (N1/2, NE1/4) of said Section Eight (8); thence continuing easterly and three hundred (300.0) feet parallel with the northerly line of the North Half of the Northeast Quarter (N1/2, NE1/4) of said Section Eight (8), a distance of two thousand five hundred ninety eight and forty six hundredths (2,598.46) feet to a point on the westerly right-of-way line of said Blaine Street; thence northerly along the westerly right-of-way line of said Blaine Street, a distance of two hundred seventeen and four hundredths (217.04) feet to the said Point of Beginning.</p>	
TOTAL All Connection Fees		\$331,654.23

BE IT FURTHER RESOLVED that the special benefits as determined by this resolution shall not be levied as special assessments, but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6,103,R.R.S. 1943. A connection fee in the amount of the above benefit accruing to each property in the district shall be paid to the City of Grand Island at the time such property becomes connected to the water main. No property benefited as determined by this resolution shall be connected to the water main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

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- 4 -

Adopted by the City Council of the City of Grand Island, Nebraska September 23, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

September 30, 2014

Members of the City Council,

With the authority entrusted to me as Mayor as provided in Grand Island City Code and Nebraska Law, I feel it is important to veto the policies approved September 23, 2014 concerning the assessments of personal property primarily owned by the Grand Island Area Economic Development Corporation (GIAEDC) and commonly referred to as Platte Valley Industrial Park East.

Therefore this veto pertains to the following: #2014-BE-6, #2014-BE-7, #2014-307 and #2014-308.

First, my history of supporting economic development in our community is well documented. I am proud of efforts leading to the Heartland Events Center, competing to become home of the Nebraska National Guard Aviation facility, legislative efforts to relocate and supporting the Nebraska State Fair to efforts supporting the passage of two LB 840 economic development elections.

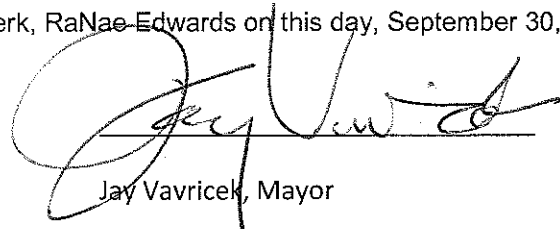
In the past four years, we can all take pride in promoting economic development success in many ways. Efforts that have led to extending the sanitary sewer lines to the Interstate, approving 19 tax increment financing proposals, redeveloping the former Aurora Coop County Industrial site, squelching railroad noise Downtown, insuring affordable housing starts, redevelopment related to the GI Mall, Five Points or along South Locust Street to gaining voter confidence to renew our City's LB 840 Economic Development Plan and yearly approval of GIAEDC annual funding requests to retain key employers.

So my objection to approving the policies from September 23, 2014 with respect to the assistance for the development of personal property pertain to the State's \$925,000 economic development grant – a substantial grant that funds 42 per cent of the City's development costs. Since we don't know the outcome of the grant's funding forgiveness, it is unreasonable and premature to set an assessment today when the City's costs may change in the future.

Secondly, we should guard the integrity of our City's LB 840 Economic Development Plan. If the State's grant requires reimbursement by the City of Grand Island, the funding is bound by our State's economic development laws and raises concerns of the ability to do so outside of LB 840. Based on consultations with the Nebraska League of Municipalities, the League shares in these concerns since the circumstances involved here have never been experienced in our State before.

Therefore, until the City's full costs are absolutely known to be true and accurate pending the grant's successful resolution, deferring assessments would be more reasonable to do. This would also insure the City does not compromise the funding limitations and the approval process in our voter approved LB840 Economic Development Plan.

This veto has been delivered and certified by the City Clerk, RaNae Edwards on this day, September 30, 2014.



Jay Vavricek, Mayor

ATTEST:



RaNae Edwards, City Clerk

9-30-14

Date

**Platte Valley Industrial Park East (PVIP-E)
Development Understanding
Chronology of Events**

- **9/9/2008:** City Council approves application on behalf of GIAEDC for Phase 1, CDBG \$75K planning study to study Cornhusker Army Ammunition Park (CAAP) for economic site development. \$75K dollar for dollar match from GIAEDC.

- **11/4/2008:** City of Grand Island was awarded Phase 1, CDBG \$75K grant.

- **1/13/2009:** City Council approves “Planning Services Agreement” outlining GIAEDC/City responsibilities of Phase 1, CDBG \$75K grant.
 - City provides Certified Grant Administration and distribution of grant funds.
 - GIAEDC provides scope of work performance and agrees to hold City harmless and reimburse City for any sums City is obligated to return to NEDED out of failure of GIAEDC to perform the conditions of the contract or failure of the project to meet the CDBG required national objective whether or not the failure to meet the national objective was caused by the act or omission of GIAEDC

- **5/10/2010:** NEDED informs GIAEDC study results indicate CAAP is not eligible for Phase 2, \$925K grant but will accept a proposal for PVIP-E as the alternative site for Phase 2 grant. The study contributed to the later decision by the GIAEDC to divest of the majority of its holdings at the CAAP.

- **7/20/2010:** Citizens Advisory Review Committee approves GIAEDC application for \$575K LB-840 Funding to be used as part of match for intent to apply for Phase 2 CDBG \$925K grant.

- **7/27/2010:** City Council approves \$575K, LB-840 Funding with understanding Phase 2 CDBG \$925K will be applied for at NEDED and “Planning Services Agreement” outlining GIAEDC/City responsibilities for phase 2, CDBG \$925K will come forward to City Council. The “Planning Services Agreement” was never brought forward to City Council.

**Platte Valley Industrial Park East (PVIP-E)
Development Understanding
Chronology of Events**

- **10/26/2010:** City Council approves application for Phase 2, CDBG, \$925K infrastructure economic development grant on behalf of GIAEDC for PVIP-E.

- **11/23/2010:** City Council approved formation of a tap district for both the water and sewer infrastructure at the PVIP-E. This was manner in which the City would be reimbursed for the \$600k it spent out of the Utility Enterprise Funds to put the infrastructure in place.

- **3/25/2011:** City receives grant contract awarded from NEDED \$925K grant.

- **5/12/2014:** Meeting at the request of NEDED regarding progress toward meeting \$925K grant requirements. Attendees included the City and GIAEDC.

- **6/17/2014:** Council study session update in preparation for negotiation of a “Planning Services Agreement”

- **8/14/2014:** Citizens Review Committee was updated on the status of the \$925 grant.

- **8/21/2014:** City Council determined a “Planning Services Agreement” was not necessary

- **9/23/2014:** Board of Equalization sat and set assessments.

- **10/1/2014:** Mayoral veto occurred.



City of Grand Island

Tuesday, October 14, 2014

Council Session

Item D-2

**#2014-BE-7 – Consideration of Council President Haase’s Request
the Council Override the Mayor’s Veto of Determining Benefits for
Sanitary Sewer District 527T; Platte Valley Industrial Park-East**

Staff Contact:

RaNae Edwards

From: Council C Haase
Sent: Sunday, October 05, 2014 4:16 PM
To: RaNae Edwards; Electeds
Subject: Agenda Request for October 14th to override the Mayor Veto's

RaNae,

I request the Mayor Veto's (provided 9/30) on the 9/23/2014 agenda items 2014-BE-6, 2014-BE-7 and resolutions 2014-307, and 2014-308, relating to the Platte Valley Industrial Park - East, Water Main Dist 458T and Sanitary Sewer Dist 527T be placed on the October 14, 2014 agenda for the Council consideration of overriding the Mayor's Veto's on the 4 items listed above.

Please consider this to be in compliance with the process identified in Resolution 2009-59.

Respectfully Submitted,

Chuck Haase, City Council President

From: RaNae Edwards
Sent: Tuesday, September 30, 2014 10:04 AM
To: Electeds
Subject: Mayor Veto

Please see attached information regarding the Mayor's veto.

RaNae Edwards
City Clerk
City of Grand Island
100 East First Street
Grand Island, NE 68801
(308) 385-5444 Ext. 111
redwards@grand-island.com
www.grand-island.com
[facebook](#)
[twitter](#)

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: September 23, 2014

Subject: Consideration of Determining Benefits for Sanitary Sewer District 527T; Platte Valley Industrial Park-East

Item #'s: D-2 & I-3

Presenter(s): John Collins PE, Public Works Director

Background

The Certificate of Final Completion for Sanitary Sewer District No. 527T was approved on August 26, 2014 with September 23, 2014 set as the date for Council to sit as the Board of Equalization. All work has been completed and special assessments have been calculated for the District.

Discussion

Sanitary Sewer District No. 527T was created by City Council on April 10, 2012 as a special economic development activity for development of a business/industrial park/site which will eventually be occupied by eligible benefited business(es). This was a combined project of the Public Works and Utility Departments for the installation of sanitary sewer lines, water main, and street improvements to provide municipal utility infrastructure to the Platte Valley Industrial Park Site.

Funding assistance was provided for the project from the 2010 Community Development Block Grant (CDBG) Economic Development Program in the amount of \$935,000. This Block Grant required a City's matching fund of \$1,275,000. On October 26, 2010 the City Council approved the application for the Economic Development Grant from the Nebraska Department of Economic Development. Additionally, \$575,000 in Local Area Economic Development LB 840 funds was allocated to the project.

District 527T is a "tap" district. The district is located between Schimmer Drive on the north, Wildwood Drive on the south, Blaine Street on the east and the St. Joe Branch of the UPRR on the west. The district constructed an 18" gravity sanitary sewer extension from Gold Core Road to Blaine Street on the north side of Wildwood Drive, and in similar image a 15" gravity sanitary sewer extension on the south side of Schimmer

Drive. The district provides service to all interior lots within the Platte Valley Industrial Park – East. Connection fees will be collected from property owners within the district boundary as the main is tapped for service.

Work on the project was completed at a construction price of \$508,855.21. Other credited funds are (\$331,138.00) Total cost of the project is \$592,606.80. Costs for the project break down as follows:

Original Bid	\$486,953.20
Change Order No. 1	\$ 9,572.88
Miscellaneous	\$ 12,329.13
SUBTOTAL (Construction Price)	\$508,855.21

Construction Engineering Costs	\$ 83,751.59
SUBTOTAL (Engineering / Inspections)	\$ 83,751.59

State of Nebraska DED CDBG	\$(254,572.00)
Grand Island Area Economic Development Corp.	\$ (76,566.00)
SUBTOTAL (Other Funding)	\$(331,138.00)

TOTAL COST **\$261,468.80**

The final assessment for Sanitary Sewer District 527T, Platte Valley Industrial Park East is \$261,468.80.

The assessed cost in the district and the cities costs break down as follows:

Total Assessed to Blattner Family Trust	\$ 47,526.22
Total Assessed to Grand Island Area	
<u>Economic Development Cooperation</u>	<u>\$213,942.58</u>
TOTAL COST	\$261,468.80

The Engineers Estimate for the project was underrun in the amount of \$6,261.61.

Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council sit as the Board of Equalization to determine benefits and pass an Ordinance to levy Special Assessments to individual properties.

Sample Motion

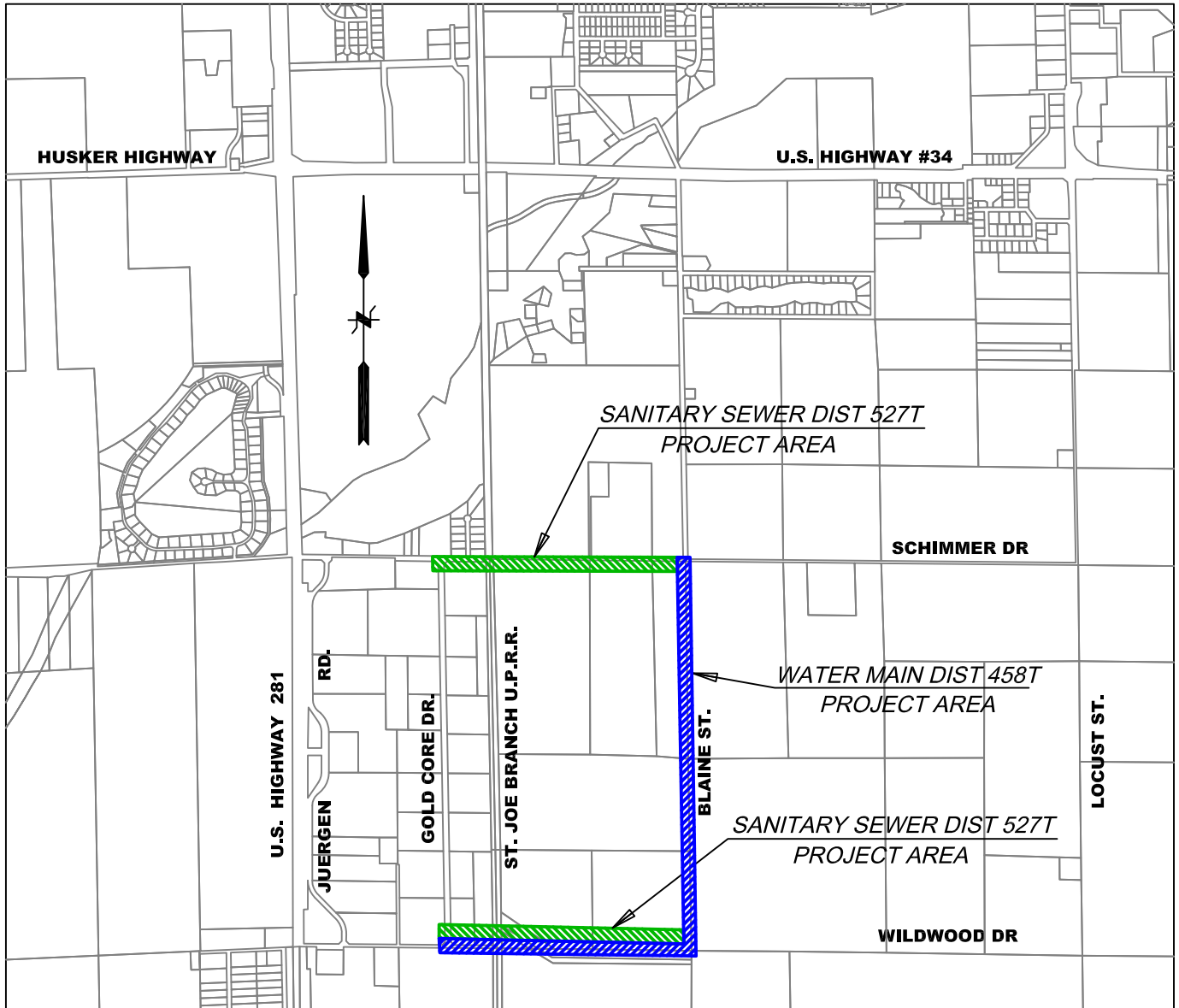
(Sample Motion for the Board of Equalization)

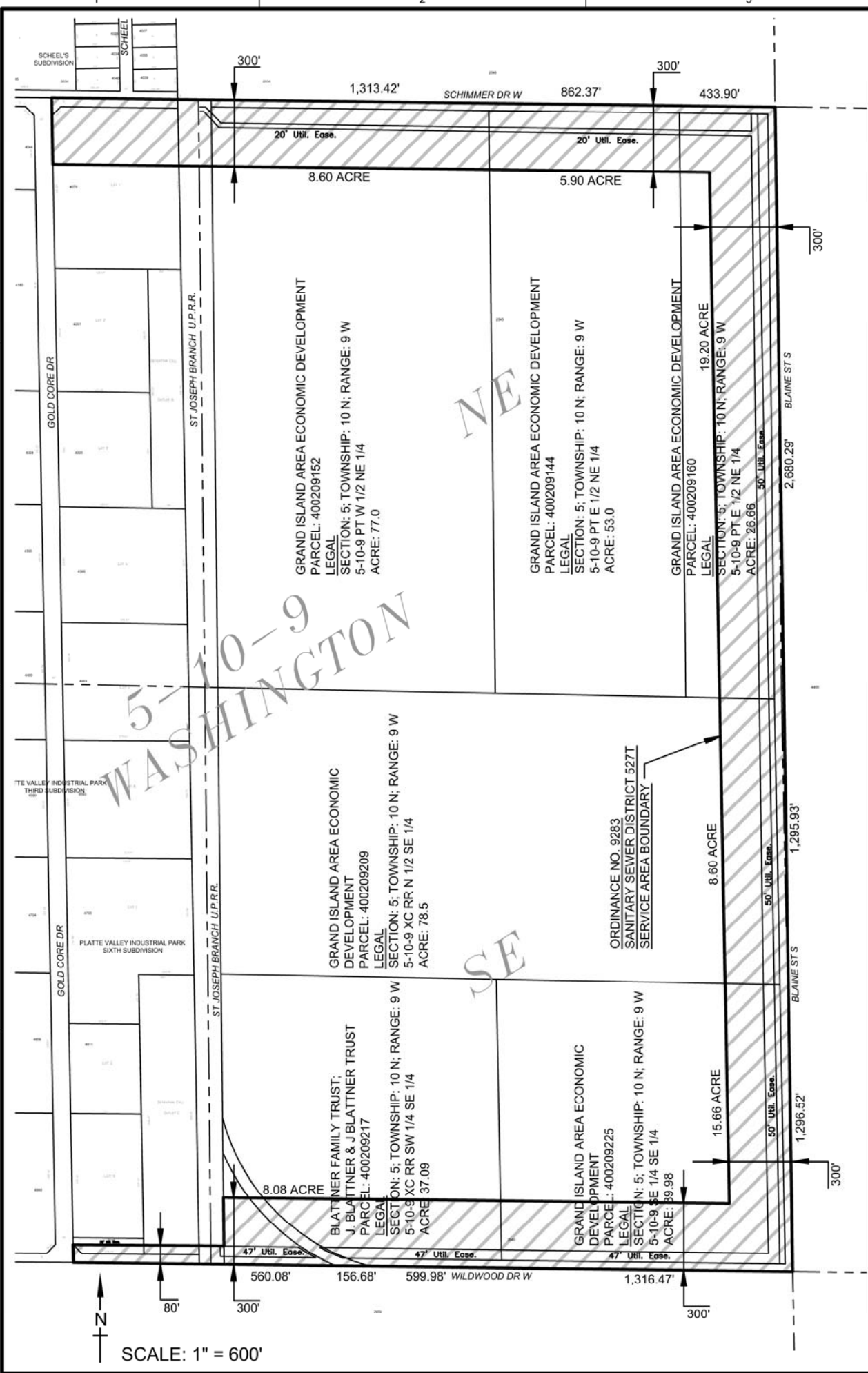
Move to approve the resolution determining benefits for Sanitary Sewer Districts 527T.

(Sample Motion for the Resolution)

Move to approve the Resolution levying the assessments for Sanitary Sewer Districts 527T.

LOCATION MAP





5-10-9 WASHINGTON

SCALE: 1" = 600'

NO.	DESCRIPTION	APVR	N
NO.	REVISION	BY	APVD
DSGN		DR	APVD
		CHK	APVD
		RLS	

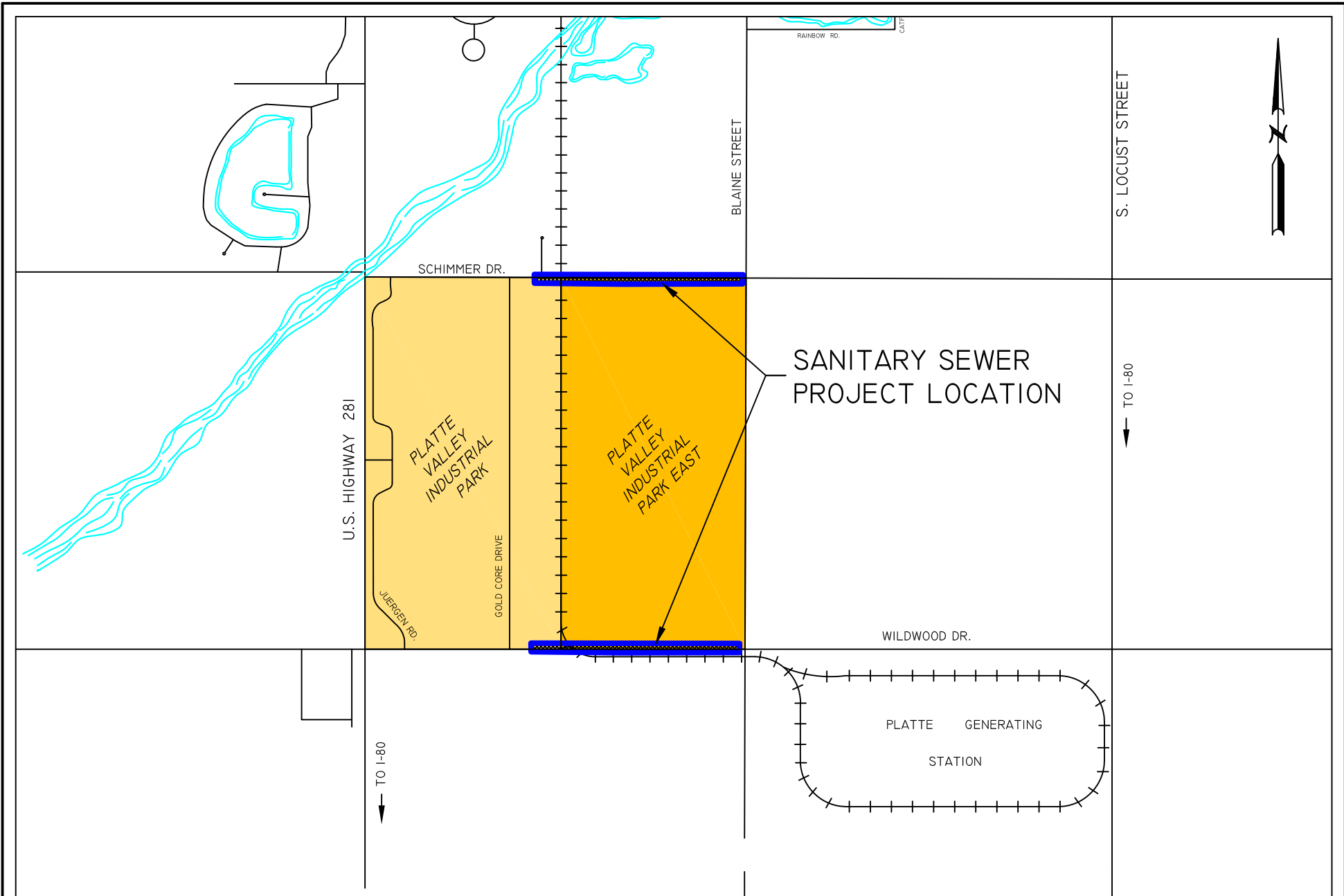
CITY OF GRAND ISLAND
PUBLIC WORKS DIVISION
100 EAST 1ST STREET, GRAND ISLAND, NE 68801

CIVIL
EXHIBIT "A" SANITARY SEWER ASSESSMENT
PLATTE VALLEY INDUSTRIAL PARK - EAST

VERIFY SCALE

0 BAR IS ONE INCH ON ORIGINAL DRAWING. 1"

DATE	26 DECEMBER 2012
PROJ	26122012
DWG	C-1
SHEET	SHEET - 1



R E S O L U T I O N 2014-BE-7

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Sanitary Sewer District 527T, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district 527T to be the total sum of \$261,468.80; and

Such benefits are equal and uniform; and

According to the equivalent front and area of the respective lots, tracts, and real estate within such Sanitary Sewer District No. 527T, such benefits to abutting property are the sums set opposite the several descriptions as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
<u>Sanitary Sewer District No. 527T</u>		
Blattner Family Trust	Part SW 1/4, SE 1/4, Section 5, T-10-N, R-9-W Platte Valley Industrial Park Third Subdivision	\$ 47,526.22
Grand Island Area Economic Development Corporation	Part SE 1/4, SE 1/4, Section 5, T-10-N, R-9-W Platte Valley Industrial Park Third Subdivision	\$ 53,934.15
Grand Island Area Economic Development Corporation	Part N 1/2, SE 1/4, Section 5, T-10-N, R-9-W Platte Valley Industrial Park Third Subdivision	\$ 53,092.65
Grand Island Area Economic Development Corporation	Part W 1/2, NE 1/4, Section 5, T-10-N, R-9-W Platte Valley Industrial Park Third Subdivision	\$ 53,809.19
Grand Island Area Economic Development Corporation	Part E 1/2, NE 1/4, Section 5, T-10-N, R-9-W W 53-1/3 Platte Valley Industrial Park Third Subdivision	\$ 35,330.23
Grand Island Area Economic Development Corporation	Part E 1/2, NE 1/4, Section 5, T-10-N, R-9-W E 26-2/3 Platte Valley Industrial Park Third Subdivision	\$ 17,776.35
TOTAL		\$261,468.80

BE IT FURTHER RESOLVED that the special benefits as determined by this resolution shall not be levied as special assessments but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6,103, R.R.S. 1943. A connection fee in the amount of the above benefit accruing to each property in the district shall be paid to the City of Grand Island at the time such property becomes connected to the sanitary sewer main. No property benefited as determined by this resolution shall be connected to the sanitary sewer main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

- - -

Approved as to Form ✕ _____ October 10, 2014 ✕ City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, September 23, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

September 30, 2014

Members of the City Council,

With the authority entrusted to me as Mayor as provided in Grand Island City Code and Nebraska Law, I feel it is important to veto the policies approved September 23, 2014 concerning the assessments of personal property primarily owned by the Grand Island Area Economic Development Corporation (GIAEDC) and commonly referred to as Platte Valley Industrial Park East.

Therefore this veto pertains to the following: #2014-BE-6, #2014-BE-7, #2014-307 and #2014-308.

First, my history of supporting economic development in our community is well documented. I am proud of efforts leading to the Heartland Events Center, competing to become home of the Nebraska National Guard Aviation facility, legislative efforts to relocate and supporting the Nebraska State Fair to efforts supporting the passage of two LB 840 economic development elections.

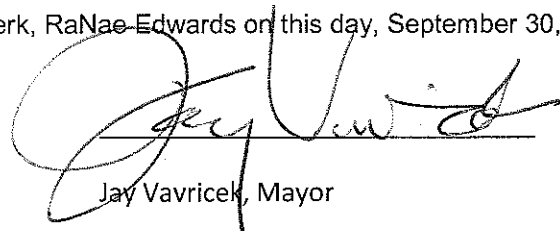
In the past four years, we can all take pride in promoting economic development success in many ways. Efforts that have led to extending the sanitary sewer lines to the Interstate, approving 19 tax increment financing proposals, redeveloping the former Aurora Coop County Industrial site, squelching railroad noise Downtown, insuring affordable housing starts, redevelopment related to the GI Mall, Five Points or along South Locust Street to gaining voter confidence to renew our City's LB 840 Economic Development Plan and yearly approval of GIAEDC annual funding requests to retain key employers.

So my objection to approving the policies from September 23, 2014 with respect to the assistance for the development of personal property pertain to the State's \$925,000 economic development grant – a substantial grant that funds 42 per cent of the City's development costs. Since we don't know the outcome of the grant's funding forgiveness, it is unreasonable and premature to set an assessment today when the City's costs may change in the future.

Secondly, we should guard the integrity of our City's LB 840 Economic Development Plan. If the State's grant requires reimbursement by the City of Grand Island, the funding is bound by our State's economic development laws and raises concerns of the ability to do so outside of LB 840. Based on consultations with the Nebraska League of Municipalities, the League shares in these concerns since the circumstances involved here have never been experienced in our State before.

Therefore, until the City's full costs are absolutely known to be true and accurate pending the grant's successful resolution, deferring assessments would be more reasonable to do. This would also insure the City does not compromise the funding limitations and the approval process in our voter approved LB840 Economic Development Plan.

This veto has been delivered and certified by the City Clerk, RaNae Edwards on this day, September 30, 2014.



Jay Vavricek, Mayor

ATTEST:



RaNae Edwards, City Clerk

9-30-14

Date

Platte Valley Industrial Park East (PVIP-E)
Development Understanding
Chronology of Events

- **9/9/2008:** City Council approves application on behalf of GIAEDC for Phase 1, CDBG \$75K planning study to study Cornhusker Army Ammunition Park (CAAP) for economic site development. \$75K dollar for dollar match from GIAEDC.
- **11/4/2008:** City of Grand Island was awarded Phase 1, CDBG \$75K grant.
- **1/13/2009:** City Council approves “Planning Services Agreement” outlining GIAEDC/City responsibilities of Phase 1, CDBG \$75K grant.
 - City provides Certified Grant Administration and distribution of grant funds.
 - GIAEDC provides scope of work performance and agrees to hold City harmless and reimburse City for any sums City is obligated to return to NEDED out of failure of GIAEDC to perform the conditions of the contract or failure of the project to meet the CDBG required national objective whether or not the failure to meet the national objective was caused by the act or omission of GIAEDC
- **5/10/2010:** NEDED informs GIAEDC study results indicate CAAP is not eligible for Phase 2, \$925K grant but will accept a proposal for PVIP-E as the alternative site for Phase 2 grant. The study contributed to the later decision by the GIAEDC to divest of the majority of its holdings at the CAAP.
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**Platte Valley Industrial Park East (PVIP-E)
Development Understanding
Chronology of Events**

- **10/26/2010:** City Council approves application for Phase 2, CDBG, \$925K infrastructure economic development grant on behalf of GIAEDC for PVIP-E.

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City of Grand Island

Tuesday, October 14, 2014

Council Session

Item E-1

**Public Hearing on Request from Grand Island Public Schools for a
Conditional Use Permit for Off Street Parking located at 1621
West Stolley Park Road and 2019 William Street**

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: October 14, 2014

Subject: Request of Grand Island Public Schools for Approval of a Conditional Use Permit to Construct a Parking Lot at 1621 West Stolley Park Road & 2019 William Street

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

Presenter(s): Craig Lewis, Building Department Director

Background

This request is for approval of a conditional use permit to allow for the construction of a temporary parking lot through the year of 2017 and a permanent parking lot thereafter at the above referenced addresses. The properties are currently zoned R-2 Low Density Residential and as such a parking lot is a listed conditional use if associated with a school and located within 300 feet of the principal building. Conditional uses as listed in the zoning code must be approved by the city council after a finding that the proposed use promotes the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Discussion

This proposal is to construct a rock or crushed concrete parking lot on two adjacent residential zoned properties east of Stolley Park School for the first two years with the intent to pave and improve the parking lot in the fall of 2017 or spring of 2018. The property is located east of the school between Stolley Park Road and Hagge Avenue and east of William Street. Dwellings on the properties are proposed to be removed to facilitate the construction and provide parking for the school. The intent is to relocate staff parking and allow on-site circulation for pick-up and drop off away from Stolley Park Road.

This proposal is to provide staff parking and construction staging of equipment and material for the next three years with a 4' chain link fence along the perimeter of the property augmented by the existing neighbors fencing. Permanent concrete paving and

landscaping is proposed to be completed with the completion of a new Stolley Park School in the year 2018.

Because the properties are zoned R-2 the landscaping regulations provided in the City Code are not required. I would suggest that as this property is in a predominantly residential neighborhood and the Council has the opportunity to provide conditions with the approval, that the landscaping requirements provided in section 36-102 of the City Code be applicable with the final construction of this parking lot. The landscape provisions in the City Code would require a ten foot landscape buffer adjacent to the street and plantings of four canopy trees, four understory trees, and twelve shrubs, within the landscape buffer.

A second suggested condition is to require the vehicle ingress and egress to the parking lot, both now and in the future only from either Hagge Avenue or William Street adjacent to the proposed parking lot, preferably in line with future drive access to Stolley Park School.

No additional onsite parking lot lighting is proposed.

Alternatives

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

1. Approve the request for a 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 request finding that the proposal does not conform to the purpose of the zoning regulations.
3. Modify the request 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

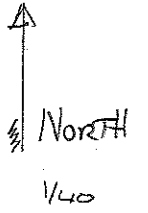
Recommendation

City Staff recommends that the Council approve the conditional use permit to allow temporary parking and construction staging for three years and a permanent parking lot thereafter with the condition that landscaping is provided in compliance with section 36-102 of the zoning regulations upon completion of permanent improvements and that vehicle access be restricted to Hagge Avenue or William Street, 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

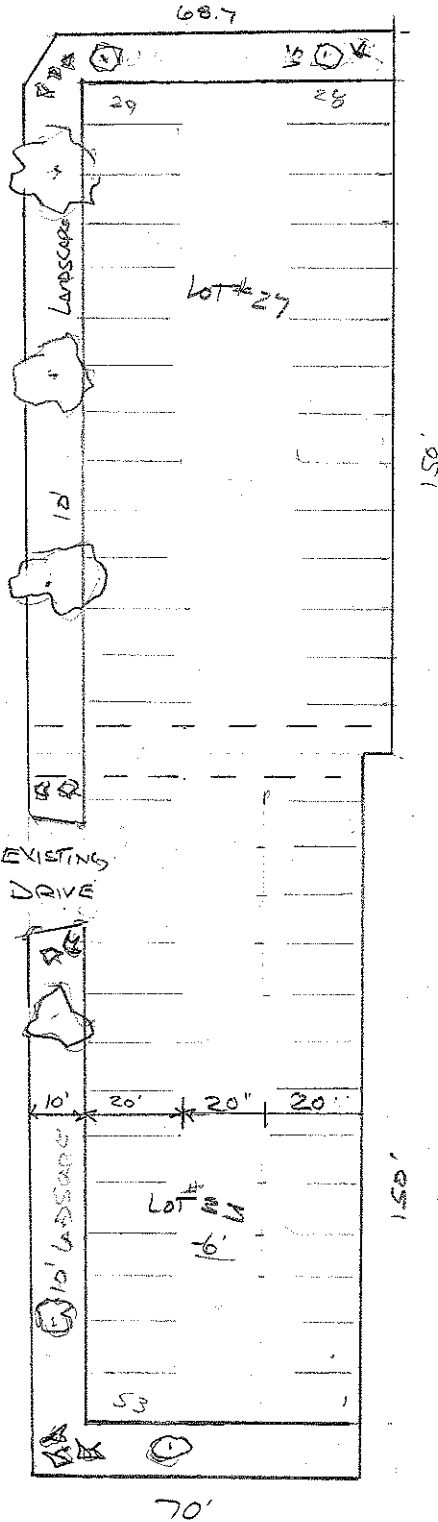
Move to approve the requested conditional use permit as specified in the staff recommendation published in the Council packet and presented at the City Council meeting and finding that the application will conform with the purpose of the zoning regulations.

STOLLEY PK Rd.
66' Row






STOLLEY PK
SCHOOL
PROPERTY

WILLIAMS ST
48.2' Row



DRAFT

LANDSCAPING

-  4-crooks
-  4-woods
-  12-shrubs

HAGGE ST
50' Row

Conditional Use Permit Application

pc: Building, Legal, Utilities
Planning, Public Works

1. The specific use/construction requested is: Off street parking for Grand Island Public Schools.
2. The owner(s) of the described property is/are: Hall County School District 2
3. The legal description of the property is: See Appendix 1 Attached
4. The address of the property is: 1621 W Stolley Pk Rd & 2019 William St
5. The zoning classification of the property is: Low Density Residential Zone
6. Existing improvements on the property is: House and Land
7. The duration of the proposed use is: Perpetual
8. Plans for construction of permanent facility is: Off Street Parking
9. The character of the immediate neighborhood is: Residential
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: Grand Island Public Schools would like to use this property for off street parking

I/We do hereby certify that the above statements are true and correct and this application is signed as an acknowledgement of that fact.

09-19-2014

Date

Daryl D. Harden

Owners(s)

(308) 385-5900 x1144
Phone Number

Grand Island Public Schools, 123 S Webb Road
Address

Grand Island
City

NE
State

68803
Zip

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




Feature Details

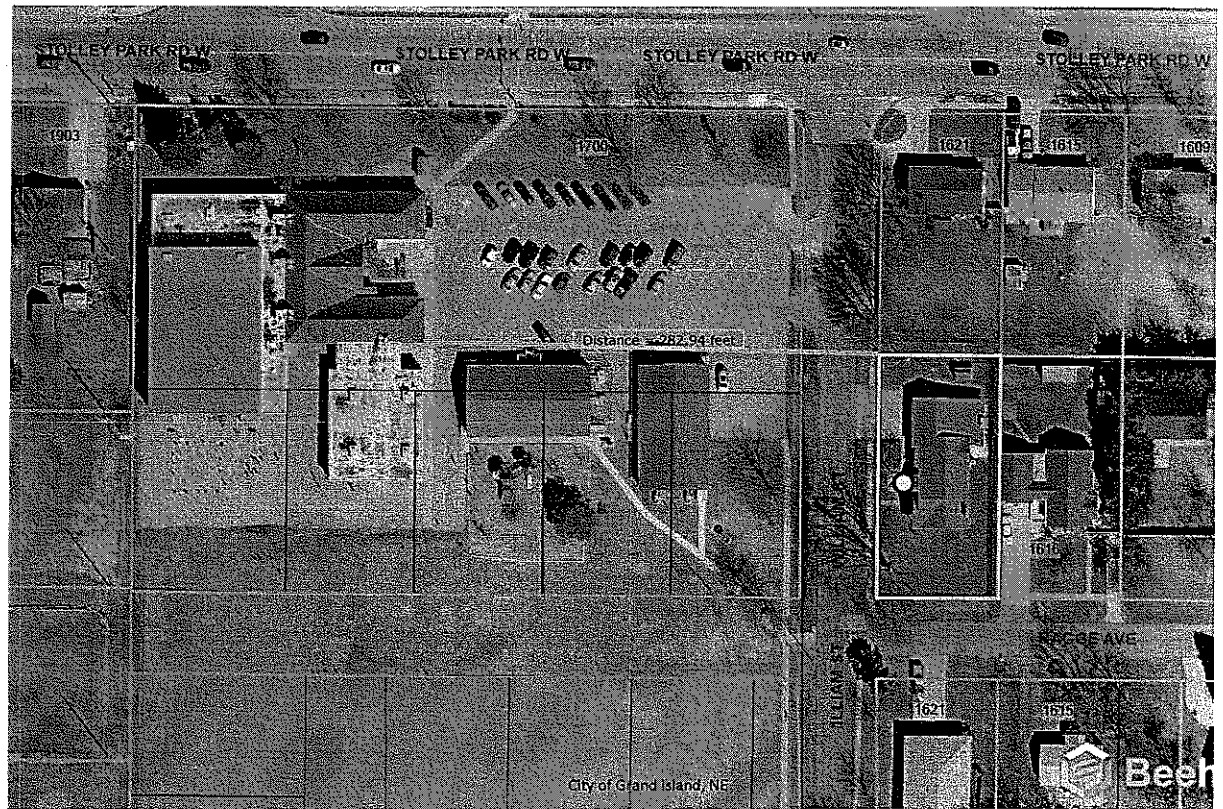
-  Address
-  Lot
-  Parcel



1621 Stolley Pk Rd

Feature Details

-  Address
-  Lot
-  Parcel



2019 William St.



City of Grand Island

Tuesday, October 14, 2014

Council Session

Item E-2

**Public Hearing on Acquisition of Utility Easement located North of
U.S. Highway 30 and West of Engleman Road - West Park Plaza
Mobile Home Park**

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Tim Luchsinger, Utilities Director

Meeting: October 14, 2014

Subject: Acquisition of Utility Easement – West Park Plaza Mobile Home Park

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

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of West Park Plaza Mobile Home Park, LLC, located north of U.S. Highway 30, and west of Engleman Road, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

The Utilities Department makes every effort to build redundancy into its distribution system by constructing new lines to existing radial fed transformers. This allows the transformer to be energized from a different direction while old cable is replaced. This easement will create a path for a new cable between a main line and an existing transformer.

Alternatives

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

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

Recommendation

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

Sample Motion

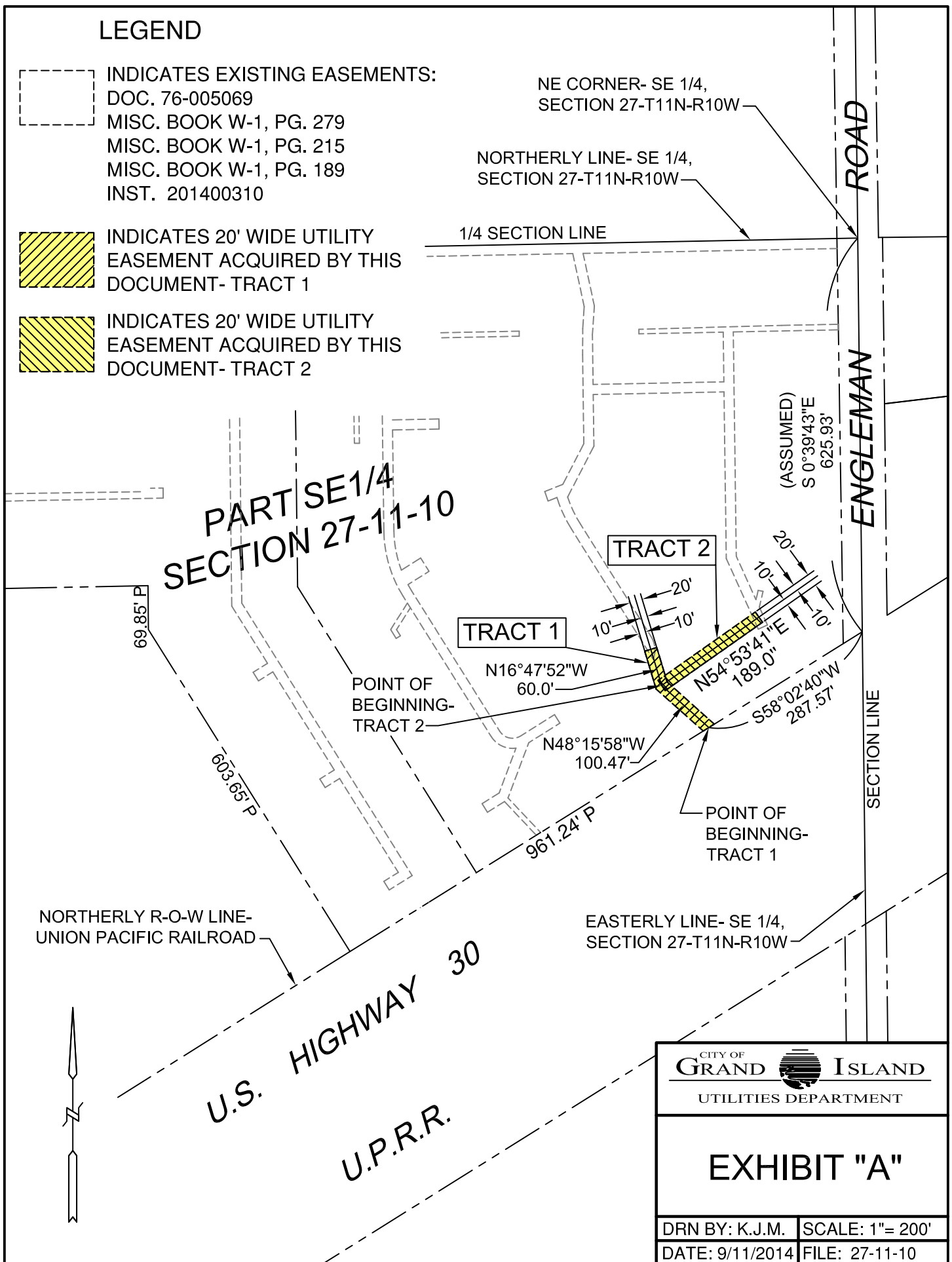
Move to approve acquisition of the Utility Easement.

LEGEND

INDICATES EXISTING EASEMENTS:
 DOC. 76-005069
 MISC. BOOK W-1, PG. 279
 MISC. BOOK W-1, PG. 215
 MISC. BOOK W-1, PG. 189
 INST. 201400310

INDICATES 20' WIDE UTILITY EASEMENT ACQUIRED BY THIS DOCUMENT- TRACT 1

INDICATES 20' WIDE UTILITY EASEMENT ACQUIRED BY THIS DOCUMENT- TRACT 2



 CITY OF GRAND ISLAND UTILITIES DEPARTMENT	
EXHIBIT "A"	
DRN BY: K.J.M.	SCALE: 1"= 200'
DATE: 9/11/2014	FILE: 27-11-10



City of Grand Island

Tuesday, October 14, 2014

Council Session

Item F-1

#9506 - Consideration of Amendments to Chapter 30 of the Grand Island City Code Relative to Sewers and Sewage Disposal

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Marvin Strong PE, Wastewater Plant Engineer

Meeting: October 14, 2014

Subject: Consideration of Amendments to Chapter 30 of the Grand Island City Code Relative to Sewers and Sewage Disposal

Item #'s: F-1

Presenter(s): John Collins PE, Public Works Director

Background

A few proposed revisions to Chapter 30 of the City Code have been drafted for City Council consideration. The applicable section of the existing city code with markups is shown in this memo. The sections to the code that are being added are underlined and the sections that are being eliminated have a line drawn through the text. A clean version of the proposed city code is attached as an ordinance.

Discussion

A recent installation of a commercial food grinder has brought the fact that existing city code doesn't allow for this. Revisions will allow for installation of commercial food grinders, upon City approval.

The changes and additions that are being proposed to Chapter 30 are as follows:

30-49. Wastes from Garbage Grinders

Food Waste Grinders installed in dwellings shall be regulated by the Plumbing Code. ~~No person shall install and operate any garbage grinder equipped with a motor of three-fourths horsepower (0.76 hp metric) or greater in size.~~

No business establishment shall install any garbage grinder or replace an existing garbage grinder after the effective date of this ordinance, without approval of the City Engineer in conformance with the Uniform Plumbing Code as adopted by the City.

All garbage grinders shall shred the waste to a degree that all particles will be carried freely under normal flow conditions prevailing in the public sewer. Garbage grinders shall not be used for grinding plastic, paper products, inert materials, or garden refuse.

All waste is subject to Section 30-48 regarding Deleterious Discharges and the latest edition of the fee schedule for extra strength waste.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the changes to Chapter 30 of the City Code

Sample Motion

Move to approve the ordinance revising a code section in Chapter 30 of the Grand Island City Code.

ORDINANCE NO. 9506

An ordinance to amend Chapter 30 of the Grand Island City Code; to amend Section 30-49 pertaining to Wastes from Garbage Grinders as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 30-49 of the Grand Island City Code is hereby amended to read as follows:

§30-49. Wastes from Garbage Grinders

Food Waste Grinders installed in dwellings shall be regulated by the Plumbing Code.

No business establishment shall install any garbage grinder or replace an existing garbage grinder after the effective date of this ordinance, without approval of the City Engineer in conformance with the Uniform Plumbing Code as adopted by the City.

All garbage grinders shall shred the waste to a degree that all particles will be carried freely under normal flow conditions prevailing in the public sewer. Garbage grinders shall not be used for grinding plastic, paper products, inert materials, or garden refuse.

All waste is subject to Section 30-48 regarding Deleterious Discharges and the latest edition of the fee schedule for extra strength waste.

SECTION 2. Section 30-49 is now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 3. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: October 14, 2014.

Jay Vavricek, Mayor

Attest:

Nicki Stoltenberg, Assistant to the City Administrator

Approved as to Form	☐ _____
October 10, 2014	☐ City Attorney



City of Grand Island

Tuesday, October 14, 2014

Council Session

Item G-1

Approving Minutes of September 23, 2014 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING
September 23, 2014

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 September 23, 2014. Notice of the meeting was given in *The Grand Island Independent* on September 17, 2014.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following City Council members were present: Kent Mann, Linna Dee Donaldson, Chuck Haase, Mitch Nickerson, Peg Gilbert, John Gericke, Mark Stelk, Mike Paulick, and Vaughn Minton. Councilmember Julie Hehnke was absent. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, Treasurer and Finance Director Jaye Monter, City Attorney Robert Sivick, and City Engineer and Public Works Director John Collins.

INVOCATION was given by Father Robert Lewis, St. Stephen's Episcopal Church, 422 West 2nd Street followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member Eshan Sood.

PRESENTATIONS:

Proclamation "Literacy Week 2014". Mayor Vavricek proclaimed September 22-28, 2014 as "Literacy Week 2014". Executive Director of the Literacy Council of Grand Island Iona Grundmann and Administrative Assistant Sherry Cook were present to receive the Proclamation.

Proclamation "Hispanic Heritage Month" September 15 – October 15, 2014. Mayor Vavricek proclaimed the month of September 15 – October 15, 2014 as "Hispanic Heritage Month". Yolnada Nuncio and representatives of the Latino Community were present to receive the Proclamation.

BOARD OF EQUALIZATION: Motion by Gilbert, second by Haase to adjourn to the Board of Equalization. Motion adopted.

#2014-BE-6 - Consideration of Determining Benefits for Water Main District 458T, Platte Valley Industrial Park - East. Utilities Director Tim Luchsinger reported that the water main to provide municipal water service adjacent to properties located on the west side of Blaine Street between Schimmer Drive and Wildwood Drive had been completed. The total project cost for the water main construction was \$856,068.68 with \$331,654.23 to be charged as a tap district to the properties receiving benefit within the district's boundary.

Discussion was held concerning protests for this district. Mr. Luchsinger stated there was no protest period for tap districts. City Attorney Bob Sivick explained that once a property taps into the water main then they would be assessed.

Motion by Nickerson, second by Donaldson to approve Resolution #2014-BE-6. Upon roll call vote, Councilmembers Minton, Paulick, Stelk, Gericke, Gilbert, Nickerson, Donaldson, and Mann voted aye. Councilmember Haase voted no. Motion adopted.

#2014-BE-7 - Consideration of Determining Benefits for Sanitary Sewer District 527T; Platte Valley Industrial Park-East. Public Works Director John Collins reported that the sanitary sewer located between Schimmer Drive on the north, Wildwood Drive on the south, Blaine Street on the east and the St. Joe Branch of UPRR on the west had been completed. The total project cost for the sanitary sewer construction was \$508,855.21 with \$261,468.80 to be charged as a tap district to the properties receiving benefit within the district's boundary.

Motion by Gilbert, second by Stelk to approve Resolution #2014-BE-7. Upon roll call vote, Councilmembers Minton, Paulick, Stelk, Gericke, Gilbert, Nickerson, Donaldson, and Mann voted aye. Councilmember Haase voted no. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Gilbert, second by Gericke to return to Regular Session. Motion adopted.

PUBLIC HEARINGS:

Public Hearing on Request to Rezone Property Located at 3180 US Hwy 34 from RO Residential Office to B2 General Business. Regional Planning Director Chad Nabity reported that a request to change the zoning for property located west of Tech Drive and north of U.S. Highway 34 had been received. The purpose of the request was to place College Park as it exists today into a zoning district that was consistent with the intensity of use and that would allow them the freedom to advertise their products and services. Staff recommended approval. No public testimony was heard.

Public Hearing on Request to Rezone Property Located at 3420 West State Street from CD Commercial Development to Amended Commercial Development. Regional Planning Director Chad Nabity reported that a request to change the zoning for property located at 3416, 3420, 3430 and 3436 West State Street had been received. The purpose of the request was to create 2 additional lots within the development, one on the north side of the existing building and one in the southwest corner. Staff recommended approval. Don Mehring, 102 Ponderosa Drive and Kelly Rafterty, 717 West Anna Street spoke in support. No further public testimony was heard.

Public Hearing on Amendment to the Grand Island Comprehensive Plan for the Addition of an Energy Element. Regional Planning Director Chad Nabity reported that all communities and counties in Nebraska, with the exception of villages, were required to have an energy element in their comprehensive development plans by January 1, 2015. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Drainage Easement in Section 29, Township 11 North, Range 9 (Saint Leo's Church of Grand Island – 2410 South Blaine Street). Public Works Director John Collins reported that acquisition of a drainage easement located at 2410 South Blaine Street was

needed to allow for proper drainage with the redevelopment of the parking lot at St. Leo's Church. Staff recommended approval. No public testimony was heard.

ORDINANCES:

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

#9504 - Consideration of Request to Rezone Property Located at 3180 US Hwy 34 from RO Residential Office to B2 General Business

#9505 - Consideration of Request to Rezone Property Located at 3420 West State Street from CD Commercial Development to Amended Commercial Development

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, all voted aye. Motion adopted.

#9504 - Consideration of Request to Rezone Property Located at 3180 US Hwy 34 from RO Residential Office to B2 General Business

Motion by Donaldson, second by Gilbert to approve Ordinance #9504.

City Clerk: Ordinance #9504 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 #9504 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9504 is declared to be lawfully adopted upon publication as required by law.

#9505 - Consideration of Request to Rezone Property Located at 3420 West State Street from CD Commercial Development to Amended Commercial Development

Discussion was held concerning a traffic light at the street that goes into Bed, Bath & Beyond. Mr. Collins stated they would look at this and the surrounding areas for a traffic light but thought there were other alternatives.

Motion by Stelk, second by Mann to approve Ordinance #9505.

City Clerk: Ordinance #9505 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 #9505 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9505 is declared to be lawfully adopted upon publication as required by law.

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

Approving Minutes of September 9, 2014 City Council Regular Meeting.

Approving Garbage Permits for Heartland Disposal and Mid-Nebraska Disposal, Inc. and Refuse Permits for Full Circle Rolloffs and O'Neill Transportation and Equipment LLC.

#2014-293 - Approving Preliminary and Final Plat and Subdivision Agreement for Grand Island Mall 16th Subdivision. It was noted that EIG Grand Island LLC, owners, had submitted the Preliminary and Final Plat and Subdivision Agreement for Grand Island Mall 16th Subdivision for the purpose of creating 3 lots located north of State Street and east of US Hwy 281 containing 8.996 acres.

#2014-294 - Approving Final Plat and Subdivision Agreement for Skag-Way Third Subdivision. It was noted that Super Market Developers, Inc., owners, has submitted the Final Plat and Subdivision Agreement for Skag-Way Third Subdivision for the purpose of creating 2 lots located north of State Street and east of Broadwell Avenue containing 12.01 acres.

#2014-295 - Approving Fiscal Year 2014-2015 VOCA Grant Award.

#2014-296 - Approving Acquisition of Drainage Easement in Section 29, Township 11 North, Range 9 (Saint Leo's Church of Grand Island – 2410 South Blaine Street).

#2014-297 - Approving Bid Award for Faidley Avenue Paving Improvements; Project No. 2014-P-1 & Faidley Avenue Water Improvements; Project No. 2014-W-14 with The Diamond Engineering Company of Grand Island, NE in an Amount of \$925,292.70.

#2014-298 - Approving Amendment No. 1 to Agreement for Engineering Consulting Services Related to Faidley Avenue Paving Improvements; Project No. 2014-P-1 with Alfred Benesch & Company of Lincoln, NE for an Increase of \$126,967.84 and a Revised Agreement Amount of \$187,853.65.

#2014-299 - Approving Increase to the City's Share of the State Street and Capital Avenue Connector Trail - NDOR Project No. ENH-40(59); Control No. 42650 from \$76,893.60 to \$114,056.65.

#2014-300 - Approving Time Extension to the Contract with The Diamond Engineering Co. of Grand Island, NE for Westgate Road Paving District No. 1261; North Road to Copper Road to November 14, 2014.

#2014-301 - Approving Time Extension to the Contract with The Diamond Engineering Co. of Grand Island, NE for Webb Road Street Improvement District No. 1260; South Webb Road Extending North from Stolley Park Road to Union Pacific Railroad Tracks to November 3, 2014 and an Increase of \$13,057.00 and a Revised Contract Amount of \$1,374,508.80.

#2014-302 - Approving Bid Award for Surface Prep and Painting of Island Oasis Water Park with A1A Sandblasting of Cedar Rapids, IA in an Amount of \$47,300.00.

#2014-303 - Approving Keno Satellite Location and Agreement for Kerjac, Inc. dba Stix Billiard Center, 811 West 4th Street.

#2014-304 - Approving Letter of Credit for Employer's Mutual Casualty Company (EMC) Insurance Reserve.

#2014-305 - Approving Designated Depositories and City Treasurer Authorizations.

RESOLUTIONS:

#2014-306 - Consideration of Amendment to the Grand Island Comprehensive Plan for the Addition of an Energy Element. This item was related to the aforementioned Public Hearing.

Motion by Gilbert, second by Gericke to approve Resolution #2014-306. Upon roll call vote, all voted aye. Motion adopted.

#2014-307 - Consideration of Assessments for Water Main District 458T, Platte Valley Industrial Park - East. This item was related to the aforementioned Public Hearing.

Motion by Gilbert, second by Nickerson to approve Resolution #2014-307. Upon roll call vote, all voted aye. Motion adopted.

#2014-308 - Consideration of Assessments for Sanitary Sewer District 527T; Platte Valley Industrial Park-East. This item was related to the aforementioned Public Hearing.

Motion by Gilbert, second by Donaldson to approve Resolution #2014-308. Upon roll call vote, all voted aye. Motion adopted.

#2014-309 - Consideration of Approving Agreement with the Clean Community Systems. City Attorney Robert Sivick reported that the 2014-2015 annual budget appropriated \$20,000 to the Grand Island Area Clean Community System. This agreement was needed to specify the obligations of each party and payment terms.

Motion by Paulick, second by Haase to approve Resolution #2014-309.

Discussion was held regarding who oversees this contract. Mr. Sivick stated Solid Waste Superintendent Jeff Wattier was in charge and everything was in order. Comments were made regarding having a representative from Clean Community Systems present to answer questions.

Motion by Donaldson, second by Nickerson to postpone Resolution #2014-309 until the October 14, 2014 Council meeting. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Mann, second by Donaldson to approve the Claims for the period of September 10, 2014 through September 23, 2014, for a total amount of \$5,699,481.59. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 8:03 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, October 14, 2014

Council Session

Item G-2

Approving Minutes of September 23, 2014 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION
September 23, 2014

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on September 23, 2014. Notice of the meeting was given in the *Grand Island Independent* on September 17, 2014.

Mayor Jay Vavricek called the meeting to order at 8:04 p.m. The following Councilmembers were present: Vaughn Minton, Mike Paulick, Mark Stelk, John Gericke, Peg Gilbert, Mitch Nickerson, Linna Dee Donaldson, Chuck Haase, and Kent Mann. Councilmember Julie Hehnke was absent. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, City Treasurer and Finance Director Jaye Monter, City Attorney Robert Sivick, and City Engineer and Public Works Director John Collins.

SPECIAL ITEMS:

Update on Northwest Grand Island Flood Control Project. Public Works Director John Collins introduced Lalit Jha and John Petersen from JEO who gave a PowerPoint presentation on the Upper Prairie/Silver/Moore's (Northwest Grand Island) Flood Control Project.

The goal was to provide a 100 year flood protection to the northwestern part of Grand Island. It was to reduce flood damages to crops, properties, and other infrastructure and remove properties from the FEMA floodplain. The benefits were to eliminate \$59 million in damages from a 100 year event, protect 1,500 residences and 55 businesses from flood damage and protect over 10,000 acres of cropland.

This project included the Natural Resources Development Fund (NRDF), Central Platte NRD, City of Grand Island, Hall County, and Merrick County. A feasibility study was completed in 2004 with an estimated total project cost of \$16 million. The design began in 2005 with an anticipated projected completion date in 2018-2019. Estimated total project cost was \$29 million, one of the largest NRDF projects. The City of Grand Island estimated cost would be \$6,194,412. Explained were the hydrology and hydraulics of the project.

Assistant Public Works Director Terry Brown answered questions concerning the cost the city had paid since the project started. Funds were paid from the Capital Improvement Fund.

Mr. Nabity stated he had property owners contact him who wanted to get their property out of the floodplain and the cost of flood insurance. He answered questions concerning the two mile zoning jurisdiction and the requirements to meet the zoning regulations. He stated this Study Session was an update of the original Resolution approving funding for 10 years. A Resolution would be brought to Council for future funding in the near future. Mr. Collins stated the construction cost had increased from 2004 when the study was done.

ADJOURNMENT: The meeting was adjourned at 9:02 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, October 14, 2014

Council Session

Item G-3

Approving Appointment of Dean Sears to the Regional Planning Commission

Mayor Vavricek has submitted the appointment of Dean Sears to the Regional Planning Commission to replace Dennis McCarty. This appointment will become effective November 1, 2014 upon approval by the City Council and will expire on October 31, 2017.

Staff Contact: Mayor Jay Vavricek



City of Grand Island

Tuesday, October 14, 2014

Council Session

Item G-4

#2014-310 - Approving Keno Satellite Location and Agreement for Bosselman Administrative Services dba Quaker Steak and Lube, 3335 W. Wood River Road

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: October 14, 2014

Subject: Approving Keno Satellite Location and Agreement for Bosselman Administrative Services dba Quaker Steak and Lube, 3335 W. Wood River Road

Item #'s: G-4

Presenter(s): RaNae Edwards, City Clerk

Background

An Interlocal Agreement governing County/City keno operations provides that the City shall have the duty to review and approve satellite operations within the City and its two mile zoning jurisdiction. Fonner Keno, Inc. has previously been licensed to operate keno at Fonner Park as well as other facilities in the City that have been designated as satellite locations for the operation of keno.

Discussion

Bosselman Administrative Services dba Quaker Steak and Lube, 3335 W. Wood River Road has submitted a request for approval of a satellite location at the premises of Quaker Steak and Lube, 3335 W. Wood River Road. This request was presented and approved by Hall County at their September 23, 2014 meeting. Approval of the Satellite Agreement between Bosselman Administrative Services and Fonner Keno, Inc. is required along with approval for the satellite location. The Agreement has been reviewed by the Legal and Building Departments.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the request for a Keno Satellite Location and Agreement for Bosselman Administrative Services dba Quaker Steak and Lube, 3335 W. Wood River Road.

Sample Motion

Move to approve the request for a Keno Satellite Location and Agreement for Bosselman Administrative Services dba Quaker Steak and Lube, 3335 W. Wood River Road.

SATELLITE AGREEMENT

THIS SATELLITE AGREEMENT made this 28th day of August, 2014 by and between FONNER KENO, INC., a Nebraska corporation, (hereinafter referred to as "Contractor") and Besselmiel Administrative Services (hereinafter referred to as "Satellite Owner").

Whereas, the County of Hall, Nebraska (hereinafter referred to as "the County") and the City of Grand Island, Nebraska (hereinafter referred to as "the City") have entered into an inter-local Cooperation Agreement, dated the 23rd day of March, 1993 (hereinafter referred to as "the Inter-local Cooperation Agreement") for the conduct by the County of a keno-type lottery game consistent with the provisions of the Nebraska County and City Lottery Act (Neb. Rev. Stat. Sections 9-601 Through 9-653); and

Whereas, the Contractor has entered into a Lottery Operator Agreement dated the 23rd day of March, 1993 (hereinafter referred to as "the Lottery Operator Agreement") with the County for the operation of a keno-type lottery game, the term of which Lottery Operator Agreement was extended by a Modification and Extension of Lottery Operator Agreement dated October 14, 1997; and

Whereas, the Satellite Owner has been designated as an additional satellite location consistent with Paragraph 3.3 of the Lottery Operator Agreement; and

Whereas, the Contractor and the Satellite Owner desire to enter into this Satellite Agreement to provide for the rights, duties and obligations of the Contractor and the Satellite Owner in regard to the establishment of a keno-type lottery game at the premises of the Satellite Owner.

Now, therefore, in consideration of the mutual covenants contained herein, the parties do hereby agree and contract as follows:

1. The Satellite Owner agrees to permit the Contractor to establish a keno-type lottery game at the premises of the Contractor described in Exhibit "A" attached hereto and made part hereof by reference (hereafter referred to as "the Satellite Location") upon the following terms and conditions.
2. The Contractor may commence a keno-type lottery game at the Satellite Location by providing equipment at the Satellite Location, which displays the winning numbers, which are displayed at the main or primary location of the Contractor as provided in the Lottery Operator Agreement. The Contractor shall provide the equipment necessary for the keno-type lottery game including, but not limited to, the writer station monitor, cable, terminals and printers. The Satellite Owner shall, however, provide at the expense of the Satellite Owner a cabinet and counter area for such equipment and an adequate electrical power supply to operate such equipment. The Contractor shall pay for the cost of the telephone and data line installation and applicable monthly fees. The Contractor shall reserve the right, in sole discretion of the Contractor, to provide equipment at the Satellite Location, which is separate from equipment at the main or primary location of the Contractor as provided in the Lottery Operator Agreement.

3. The Contractor shall commence the keno-type lottery game at the Satellite Location as soon as possible after the execution of this Satellite Agreement by Contractor and the Satellite Owner consistent with the Lottery Operator Agreement. The keno-type lottery game at the Satellite Location shall, at all times, comply with the requirements of the Nebraska County and City Lottery Act (Neb. Rev. Stat. Sections 9-601 through 9-653), the rules and regulations of the Nebraska Department of Revenue and the rules and regulations of the Contractor. The Satellite Owner agrees to strictly comply with all requirements of the Nebraska County and City Lottery Act (Neb. Rev. Stat. Sections 9-601 through 9-653), the rules and regulations of the Nebraska Department of Revenue, and the rules and regulations of the Contractor in regard to the operation of a keno-type lottery game at the Satellite Location. The Satellite Owner agrees to issue keno tickets in compliance with the instructions of the Contractor. The Satellite Owner further agrees to award and pay prizes and to redeem all winning tickets in compliance with the instructions of the Contractor. The Contractor shall remain responsible for the operation of the keno-type lottery game at the Satellite Location consistent with the Lottery Operator Agreement.

4. The Satellite Owner shall receive five percent (5%) of the gross proceeds received from the operation of the keno-type lottery game at the Satellite Location. The Satellite Owner shall have no interest in any gross proceeds received from the operation of the keno-type lottery game at any main or primary location of the Contractor as provided in the Lottery Operator Agreement or from the operation of the keno-type lottery game at any satellite location other than the Satellite Location as provided in the Lottery Operator Agreement. Gross proceeds shall be defined as provided in the Lottery Operator Agreement. The amount due to the Satellite Owner shall be paid to the Satellite Owner by the Contractor no later than fifteen (15) days following the last day of the lottery operations for each month. The Satellite Owner shall have no right to retain any of the gross proceeds from the operation of the keno-type lottery game and shall have no interest in the gross proceeds of the keno-type lottery game except as provided in this Paragraph 4.

5. The Satellite Owner shall hire and provide suitable management and operational personnel for the conduct of the lottery at the Satellite Location subject to the following:
 - 5.1 Each employee of the Satellite Owner who is engaged in the operation of the lottery or has direct unsupervised access to the lottery equipment shall be individually bonded in the amount of Twenty-Five Thousand Dollars (\$25,000.00);

 - 5.2 Each employee of the Satellite Owner, in the sole discretion of the Contractor, shall be subject to a complete and thorough background and criminal history check prior to, and throughout his/her term of employment;

- 5.3 Each employee of the Satellite Owner shall be subject to the control and supervision of the Contractor in regard to the conduct and operation of the keno-type lottery game at the Satellite Location;
- 5.4 Each employee of the Satellite Owner involved in the conduct and operation of the keno-type lottery game shall be subject to such training, to be provided at the expense of the Contractor and shall be further subject to the approval of the Contractor before such employee of the Satellite Owner is permitted to become involved in the conduct and operation of the keno-type lottery game at the Satellite Location; and
- 5.5 Each employee of the Satellite Owner involved in the conduct and operation of the keno-type lottery game shall be familiar with the rules and regulations of the Contractor and the Nebraska Department of Revenue in regard to the conduct and operation of the keno-type lottery game at the Satellite Location and shall fully comply with such rules and regulations of the Contractor and the Nebraska Department of Revenue.
6. The Satellite Owner shall permit the Contractor access to the Satellite Location during regular business hours for any purpose related to this Satellite Agreement, the Lottery Operator Agreement or the operation of the keno-type lottery game at the Satellite Location.
7. The Satellite Owner shall take reasonable measures as required by the Contractor to keep safe the equipment for the keno-type lottery game provided by the Contractor and to provide secure areas for the storage of supplies for the keno-type lottery game at the Satellite Location. The Satellite Owner shall assume all risk for damage to the equipment for the keno-type lottery game provided by the Contractor unless such loss or damage is caused by the acts of the Contractor. The Contractor reserves the right, in the sole discretion of the Contractor, either to maintain insurance covering the equipment for the keno-type lottery game provided by the Contractor or to require the Satellite Owner to maintain insurance satisfactory to the Contractor covering the equipment for the keno-type lottery game provided by the Contractor with the Contractor named as an additional insured; provided, however, that the Contractor shall be responsible for the cost of insurance covering the equipment for the keno-type lottery game provided by the Contractor.
8. The Satellite Owner shall make such arrangements as required by the Contractor to operate the keno-type lottery game at the Satellite Location including, but not limited to, arrangements for payments of prizes and disbursements in regard to the keno-type lottery game at the Satellite Location.
9. The Satellite Owner shall assume responsibility for any ticket written in error or for the payment of any prize not properly authorized for the payment in conformity with the rules and regulations of the Contractor and the Nebraska Department of Revenue.

10. The Satellite Owner shall use its best efforts to detect efforts to cheat the keno-type lottery game or tamper with the equipment for the keno-type lottery game provided by the Contractor and promptly notify the Contractor of any such matters.
11. The Satellite Owner shall promptly notify the Contractor of any malfunction of the equipment for the keno-type lottery game provided by the Contractor for the Satellite Location.
12. The Contractor will provide all supplies for the operation of the keno-type lottery game at the Satellite Location. The Satellite Owner shall not use any supplies for the operation of the keno-type lottery game at the Satellite Location except as provided by the Contractor. The Satellite Owner will reimburse the Contractor for the cost of supplies provided to the Satellite Owner by the Contractor.
13. The Satellite Owner shall be solely responsible for all expenses incurred at the Satellite Location in connection with the operation of the keno-type lottery game except for the costs relating to the equipment for the keno-type lottery game provided by the Contractor. The Satellite Owner shall be solely responsible for the payment of all expenses incurred by the Satellite Owner; including, but not limited to, taxes, insurance except as provided in Paragraph 7, rent, supplies, fees, salaries and all other such expenses incurred by the Satellite Owner in the operation of the keno-type lottery game at the Satellite Location.
14. The daily net proceeds from the keno-type lottery game at the Satellite Location shall be deposited by the Satellite Owner not later than noon of the next banking day following the date of receipt in an account maintained by the Contractor in a bank designated by the Contractor, consistent with any instructions of the Contractor. The daily net proceeds shall be the aggregate amount wagered at the Satellite Location less prizes paid by the Satellite Location in accordance with the rules and regulations of the Contractor and the Nebraska Department of Revenue.
15. The Satellite Owner will use its best efforts to maximize the gross proceeds from the keno-type lottery game at the Satellite Location.
16. The Contractor may terminate this Satellite Agreement if the gross proceeds from the operation of the keno-type lottery game at the Satellite Location are One Hundred Twenty Thousand Dollars (\$120,000.00) or less for any previous period of three (3) months; provided, however, that the Contractor shall have no right to terminate this Satellite Agreement for a period of six (6) months after the establishment of the keno-type lottery game at the Satellite Location.

17. The Satellite Owner shall sell concessions, including alcoholic and non-alcoholic beverages, and may conduct other legitimate business operations at the Satellite Location; provided, however, that the Satellite Owner shall comply with all applicable federal, state and local laws in selling concessions at the Satellite Location. Concessions shall include, but not be limited to, food, alcoholic and non-alcoholic beverages, and souvenirs. All proceeds, expenses, and liabilities resulting from the sale of the concessions shall be the property and the sole responsibility of the Satellite Owner. The Satellite Owner shall maintain separate records and bank accounts for all concessions, which shall not be co-mingled with any funds or proceeds received in the conduct of the keno-type lottery game.
18. The Satellite Owner agrees to maintain any books and records of all operations associated with the operation of the keno-type lottery game required by the Contractor to comply with the Nebraska County and City Lottery Act (Neb. Rev. Stat. Section 9-601 through 9-653) and the rules and regulations of the Nebraska Department of Revenue.
19. The Contractor shall have the right, without notice to the Satellite Owner, to review any books and records relating to the lottery operations at the Satellite Location.
20. The Satellite Owner agrees to provide to the Contractor and keep current on at least an annual basis, financial statements, including balance statements and profit and loss statements of the Satellite Owner.
21. The term of this Satellite Agreement shall be for the remainder of the term of the Lottery Operator Agreement, including the term of any renewal or renewals of the Lottery Operator Agreement. In addition, the Contractor shall have the right to extend the term of this Satellite Agreement for the term of any new agreement between the County and the Contractor for the conduct of a keno-type lottery game. The Contractor and the Satellite Owner agree that the compensation of the Satellite Owner shall remain at five percent (5%) of the gross proceeds received from the operation of the keno-type lottery game, at the Satellite Location, during the term of this Satellite Agreement, and during the term of any renewal, extension, or re-negotiation of this Satellite Agreement.
22. The Satellite Owner agrees to permit the Contractor to operate the keno-type lottery game consistent with the Lottery Operator Agreement and any schedule for the hours of operation of the keno-type lottery game developed by the Contractor and the County. Subject to the amendment of the schedule for the hours of operation of the keno-type lottery game by the Contractor and the County, the hours of operation of the keno-type lottery game at the Satellite Location shall be from ~~10:00~~ ^{11:00} a.m. until 1:00 a.m. of the following day on Monday, Tuesday, Wednesday, Thursday, Friday and Saturday and from ~~12:00~~ ^{10:00 p.m. Tuesday} a.m. to ~~12:00~~ ^{11:00} a.m. on Sunday.
23. The Satellite Owner shall be responsible to conduct and maintain the business of the Satellite Location in an orderly fashion and maintain its license to sell alcoholic beverages for consumption at the Satellite Location.

24. The Satellite Owner shall, at all times, maintain insurance with an insurer acceptable to the Contractor covering general liability in the amount of One Million Dollars (\$1,000,000.00) per person and Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and One Hundred Thousand Dollars (\$100,000.00) for property damage and shall provide assumed contractual liability coverage as imposed by this Satellite Agreement notwithstanding that the Contractor or the County be named insured. The Satellite Owner shall provide proof of insurance with an insurance company acceptable to the Contractor within thirty (30) days of the execution of this Satellite Agreement and annually thereafter, and the Contractor and the County, upon request, shall be an additional named insured therein. Said insurance shall contain a non-cancellation provision requiring thirty (30) days' notice to the Contractor prior to the cancellation of coverage. The Satellite Owner shall maintain coverage for workers compensation insurance as required by state law. The failure to maintain insurance as required by this Satellite Agreement shall constitute a breach of this Satellite Agreement.
25. The Satellite Owner shall indemnify and hold harmless the Contractor from any claims, loss or expenses to persons or property, including the equipment for the keno-type lottery game provided by the Contractor, caused or resulting from the operation of the keno-type lottery game at the Satellite Location unless, and to the extent, caused by the negligence of the Contractor.
26. The Satellite Owner shall be subject to the following provisions:
- 26.1 The Satellite Owner is prohibited from violating any law, rule or regulation governing the keno-type lottery game at the Satellite Location;
- 26.2 The Satellite Location shall, at all times, have seating capacity and available parking sufficient to accommodate members of the general public who may wish to come to the Satellite Location to observe or play the keno-type lottery game or to engage in any other activity conducted at the Satellite Location.
- 26.3 The Satellite Location shall, at all times, have sufficient facilities to permit the Contractor to sell keno tickets.
- 26.4 The Satellite Location may be required by the Contractor to have a board or other monitor clearly visible to the players on which the winning numbers are displayed simultaneously or nearly simultaneously with their display at the main or primary location of the Contractor as described in the Lottery Operator Agreement;
- 26.5 The Satellite Location shall have proper security for the keno lottery activities and associated activities;
- 26.6 All persons with any direct or indirect ownership in the Satellite Location must, in the sole discretion of the Contractor, be of good character and financially responsible; and
- 26.7 The Satellite location must comply with any criteria or qualifications standards established by the County and the City, if applicable.

27. The Contractor shall have no ownership, nor any other interest, in the Satellite Location except for the right to operate the keno-type lottery game at the Satellite Location. The Contractor will not charge the Satellite Owner a fee for the right to be a Satellite Location. The Contractor shall pay the costs of the necessary equipment for the Satellite Location and the installation of same, and maintenance, repairs, financing, taxes, and insurance of any such equipment or failure of same. The Contractor is expressly prohibited from receiving any income or other proceeds from any concession sales of the Satellite Owner at the Satellite Location.
28. The Satellite Owner agrees to strictly comply with all applicable laws and regulations of the United States, the State of Nebraska, the County and the City, if applicable, in regard to the operation of a keno-type lottery game by the Contractor at the Satellite Location, together with the requirements, provisions and conditions of the Nebraska County and City Lottery Act (Neb. Rev. Stat. Sections 9-601 through 9-653) and administrative rules and regulations promulgated by the Nebraska Department of Revenue. In the event that any such law should be changed, amended, repealed, or newly enacted, the Satellite Owner shall comply to said change by the effective date of the change in the law. In the event that the Lottery Operator Agreement with the Contractor is terminated by the County for any reason whatsoever, this Satellite Agreement may be terminated by the Contractor without liability to the Satellite Owner.
29. The Satellite Owner agrees to be bound by and comply with the applicable provisions of the Inter-Local Cooperation Agreement, if applicable, and the Lottery Operator Agreement, which Inter-Local Cooperation Agreement and Lottery Operator Agreement are made a part hereof by reference.
30. The Satellite Owner agrees to take all action requested by the Contractor to obtain a license from the City, if applicable, for the establishment of a keno-type lottery game at the Satellite Location.
31. The Satellite Owner acknowledges and agrees that the Contractor may establish a keno-type lottery game at other satellite locations consistent with the provisions of the Lottery Operator Agreement.
32. The Satellite Owner shall be considered to be in default of this Satellite Agreement upon the happening of any of the following events:
 - 32.1 Insolvency of the Satellite Owner;
 - 32.2 The filing of a petition of bankruptcy for the protection, under Chapter 7, 11 or 13 of the Bankruptcy Code, of the Satellite Owner, any partner of the Satellite Owner if Satellite Owner is a partnership, or any officer, director or shareholder of the Satellite Owner if the Satellite Owner is a corporation;
 - 32.3 The conviction of the Satellite Owner or any partner, director, officer, shareholder or employee of the Satellite Owner of a felony relating to the honesty or trustworthiness of the Satellite Owner in the performance of this Satellite Agreement.

- 32.4 The failure of the Satellite Owner to comply with any federal, state or local law;
 - 32.5 The failure to provide material information, the furnishing of false information, or the omissions of material information as required to be disclosed to the Contractor under this Satellite Agreement.
 - 32.6 The failure of the Satellite Owner to provide the Contractor with the sufficient facilities at the Satellite Location, in the sole discretion of the Contractor, to permit the Contractor to operate the keno-type lottery game; or
 - 32.7 Any breach of this Agreement.
33. The Contractor may terminate this Satellite Agreement in the event that the Satellite Owner or partner, director, officer, shareholder or employee of the Satellite Owner has:
- 33.1 violated any provision of the Nebraska County and City Lottery Act (Neb. Rev. Stat Section 9-601 through 9-653);
 - 33.2 violated any of the rules and regulations of the Nebraska Department of Revenue;
 - 33.3 violated any of the rules and regulations of the Contractor in regard to the operation of the keno-type lottery game at the Satellite Location;
 - 33.4 condoned or promoted the conduct of any gambling activity not recognized or authorized by the laws of the State of Nebraska;
 - 33.5 had its right to continue as a Satellite Location disapproved by the County or the City, if applicable.
34. The Satellite Owner shall comply with all rules and regulations established by the Contractor in regard to the operation of the keno-type lottery game at the Satellite Location.
35. No officer, director, shareholder, partner, owner, or employee of the Satellite Location or their immediate family shall play the keno-type lottery game or claim any keno-lottery prizes either at the Satellite Location or at any other location of the Contractor.
36. The Contractor may terminate this Satellite Agreement upon five (5) days' notice to the Satellite Owner at any time the Satellite Owner breaches any of the terms of this Satellite Agreement or is otherwise in default of this Satellite Agreement and fails to cure such breach or default within said five (5) day period after notice is given of such default or breach by the Satellite Owner. The Contractor may, however, extend the period within which to allow the Satellite Owner to cure such breach or default. The Contractor may terminate this Satellite Agreement upon thirty (30) days' notice to the Satellite Owner if the Lottery Operator Agreement of the Contractor is terminated by the County for any reason whatsoever.

37. The Satellite Owner shall provide and maintain a performance bond in the form of a corporate surety acceptable to the Contractor in the amount of Twenty-Five Thousand Dollars (\$25,000.00), said bond to guarantee the Satellite Owner's full and complete performance of this Satellite Agreement, including the payment to the Contractor of all sums due hereunder and the payment of all prizes claimed. Said bond shall provide that said bond shall not be canceled except upon giving thirty (30) days' notice in writing to the Contractor. Any termination or cancellation of said bond during the term of this Satellite Agreement shall constitute a breach of this Satellite Agreement; provided, however, that the Satellite Owner may cure such breach by filing with the Contractor a replacement bond in the form and surety satisfactory to the Contractor on or before the effective date of termination or cancellation of said bond. In lieu of said bond, the Satellite Owner, with the consent of the Contractor, may file with the Contractor a letter of credit issued by a local bank or other financial institution or other collateral acceptable to the Contractor in the amount of Twenty-Five Thousand Dollars (\$25,000.00); provided, however, that the Satellite Owner shall be in breach of this Satellite Agreement at any time during the term of this Satellite Agreement that the Satellite Owner does not have on file with the Contractor a letter of credit issued by a local bank or other financial institution or other collateral acceptable to the Contractor in the amount of Twenty-Five Thousand Dollars (\$25,000.00).
38. In the event of the breach of the Satellite Agreement, and in addition to all remedies available under this Satellite Agreement, or at law or in equity, the Contractor shall be entitled to affirmative or negative injunctive relief.
39. No waiver by either party to this Satellite Agreement at any time of any breach by the other party or if compliance by the other party with any condition or provision of this Satellite Agreement to be performed by the other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time. Any invalidity or unenforceability of any provision or provisions of this Satellite Agreement shall not affect the validity or enforceability of any other provisions of this Satellite Agreement, nor shall the invalidity or unenforceability of a portion of any provision of this Satellite Agreement affect the validity or enforceability of the balance of such provisions. All other provisions and parts of provisions shall remain in full force and effect; provided, however, if the removal or inoperative effect of any such provision or part of any provision so declared invalid or unenforceable shall materially affect the Contractor's rights hereunder, the Contractor may terminate this Satellite Agreement.
40. Whenever this Satellite Agreement shall set forth any time for any action to be performed by, or on behalf of, the Satellite Owner, such time shall be deemed of the essence.

41. The parties hereto agree that all rights and obligations required under this Satellite Agreement are personal to the parties and that neither this Satellite Agreement, nor any rights or obligations hereunder, may be assigned, transferred, or subcontracted by the Satellite Owner.
42. This Satellite Agreement incorporates and integrates all terms and conditions of all documents and laws mentioned herein or incidental hereto and constitutes the entire Satellite Agreement between the parties hereto superseding any prior agreement or understanding, whether oral or written, express or implied. This Satellite Agreement may not be discharged or modified except as provided herein or permitted by law.
43. This Satellite Agreement shall be governed and construed in accordance with the laws of the State of Nebraska. Any legal action to enforce or declare any rights or obligations created or imposed by this Satellite Agreement shall be commenced in a court of the State of Nebraska.
44. Notices for any and all purposes hereunder, including service of process, shall be deemed to be sufficient if sent by certified or registered mail, postage prepaid, addressed as follows:
- 44.1 To the Contractor:
- Fonner Keno, Inc.
700 East Stolley Park Road
P.O. Box 490
Grand Island, NE 68802-0490
- 44.2 To the Satellite Owner:
- At the address designated in Exhibit "A" attached hereto and made a part hereof by reference.
45. The Contractor shall have the option to renew this Satellite Agreement for any period during which the Lottery Operator Agreement is extended by the County.
46. The Satellite Owner shall promote the keno-type lottery game with the regular food and beverage customers of the Satellite Location consistent with any requirements of the Contractor. The Contractor shall have sole authority in regard to any other advertising and promotion of the keno-type lottery game at the Satellite Location. The Satellite Owner shall not engage in any advertising or promotion of the keno-type lottery game at the Satellite Location except with the consent of the Contractor.

47. The Satellite Owner agrees to cooperate with the Contractor regarding the operation of a keno-type lottery game at the Satellite Location and will execute and deliver any such other instruments and documents and take such other actions as may reasonably be required or requested from time to time by the Contractor in order to carry out the intended purposes of this Satellite Agreement and to comply with any and all laws and governmental regulations for the operation of a keno-type lottery game.
48. At the end of the term of this Satellite Agreement, or in the event of any termination of this Satellite Agreement, the Satellite Owner agrees to surrender the equipment for the keno-type lottery game provided by the Contractor at the Satellite Location to the Contractor. The Satellite Owner further consents to permit the Contractor access to the Satellite Location for the purposes of the removal of the equipment for the keno-type lottery game provided by the Contractor at the Satellite Location notwithstanding any dispute between the Satellite Owner and the Contractor regarding the termination of this Satellite Agreement. The Satellite Owner acknowledges and agrees that the Satellite Owner shall have no right, title or interest in the equipment for the keno-type lottery game provided by the Contractor at the Satellite Location.
49. The Satellite Owner acknowledges and agrees that it is not an employee of, or joint venture or partner with, the Contractor. This Satellite Agreement does not give rise for any claim, loss or damages against the Contractor in the event of the termination of the Satellite Agreement, or in the event that the Contractor is unable to perform hereunder for any reason whatsoever.

In Witness whereof, the parties have executed this Satellite Agreement

Fonner Keno, Inc.
A Nebraska Corporation

By: 

"Contractor"


A Nebraska Corporation

By: 

CHARLES ROSSELMAN
PRESIDENT

Exhibit "A"

1. The address of and general description of the Satellite Location under paragraph 1. of the Satellite Agreement is:

Premises of:

QUAKER STEAK + LUBE
3335 W. Wood River Rd.
Grand Island, NE. 68803

2. The address for notice to the Satellite Owner under Paragraph 44.2 of the Satellite Agreement is:

BOSSELMAN INC.
3123 W. Stolley Park Rd.
Grand Island, NE. 68801

OPTION

The undersigned hereby grants to Fonner Keno, Inc., ("Fonner Keno"), a Nebraska corporation, the option to establish a keno-type lottery game at the premises of Bosselman Administrative Services, d/b/a Quaker Steak & Lube, 3335 W. Wood River Road, Grand Island, NE 68803, upon the following terms and conditions:

1. The undersigned acknowledges that Fonner Keno has entered into a Lottery Operator Agreement dated the 23rd day of March 1993 ("Lottery Operator Agreement") with the County of Hall, Nebraska ("County") for the establishment of a keno-type lottery game and that the term of such Lottery Operator Agreement was extended by a Modification and Extension of Lottery Operator Agreement dated October 8, 2002.

2. The undersigned further acknowledges that Fonner Keno may operate any number of Satellite locations within the boundaries of the County, subject to the approval of the County, consistent with Paragraph 3.3 of the Lottery Operator Agreement. If any such satellite location is located within the boundaries of the City of Grand Island, Nebraska ("City"), Fonner Keno may not operate such satellite location before obtaining the approval of the City.

3. The undersigned desires to be designated as an additional satellite location consistent with the Lottery Operator Agreement, and further desires to enter into the Satellite Agreement with Fonner Keno, attached hereto as Exhibit "A" and made a part hereof by reference.

4. The undersigned agrees to complete the Sales Outlet Application, attached hereto as Exhibit "B" and made a part hereof by reference, and any other materials requested by the County, and deliver same to Fonner Keno for submission to the County.

5. The undersigned acknowledges that the sole consideration for the Option shall be the submission of the Sales Outlet Application and this Option by Fonner Keno to the County and the City, if applicable, consistent with the provisions of Paragraph 3.3 of the Lottery Operator Agreement.

6. The undersigned acknowledges that Fonner Keno will rely on this Option in submitting the Sales Outlet Application of the undersigned and this Option to the County and the City, if applicable, consistent with the provisions of the Lottery Operator Agreement, and may incur expense in regard to the submission to the County of the Sales Outlet Application of the undersigned and this Option consistent with the provision of the Lottery Operator Agreement.

7. Fonner Keno may exercise this option to establish a keno-type lottery game at the premises of the undersigned, as described in this Option, in the sole discretion of Fonner Keno and upon the exercise of such option by Fonner Keno, the undersigned shall execute the Satellite Agreement, attached hereto as Exhibit "A" and made a part hereof by reference.

8. This Option shall be void and of no further force and effect whatsoever unless it is exercised in the sole discretion of Fonner Keno.

9. This Option shall terminate if the Sales Outlet Application of the undersigned and this Option are not approved by the County and the City, if applicable consistent with Paragraph 3.3 of the Lottery Operator Agreement. If the undersigned has not entered into the Satellite Agreement attached hereto as Exhibit "A" and made a part hereof by reference, on or before December 31, 2014, this Option shall be considered terminated.

10. This Option shall be subject to the terms and conditions of the Lottery Operator Agreement and the Interlocal Cooperation Agreement dated the 23rd day of March 1993, between the County and the City.

11. The undersigned acknowledges that Fonner Keno has no obligation to establish a keno-type lottery game at the premises of the undersigned described in this Option and the obligation of Fonner Keno to Establish a keno-type lottery game at the premises of the undersigned described in this Option shall arise only upon the execution in the sole discretion of Fonner Keno, of the Satellite Agreement.

12. The submission of the Sales Outlet Application of the undersigned and this Option to the County and the City, if applicable, will not result in any rights of the undersigned to have the premises of the undersigned described in this Option designated as a satellite location. The establishment of a satellite location at the premises of the undersigned described in this Option by Fonner Keno is expressly subject to the approval of the County and the City, if applicable.

13. Fonner Keno shall have no obligation to enter into the Satellite Agreement except in the sole discretion of Fonner Keno and consistent with the Lottery Operator Agreement. Fonner Keno will enter into the Satellite Agreement only upon compliance with the requirements of the Lottery Operator Agreement including, but not limited to, the approval of a satellite location at the premises of the undersigned described in this Option by the County and the City, if applicable.

14. The undersigned acknowledges that the County and the City have established or may establish criteria of qualification standard for satellite locations. The undersigned agrees to provide Fonner Keno with such additional information required by Fonner Keno to determine whether the undersigned complies with any criteria or qualification standards established by the County and, if applicable, the City. The undersigned acknowledges that the undersigned will be ineligible to be designated as an additional Agreement in the event that the undersigned fails to comply with any criteria or qualification standards established by the County and, if applicable, the City.

15. The undersigned will not transfer, sell, assign, grant or convey this Option to any other person or entity.

16. The undersigned will indemnify and hold Fonner Keno harmless against any liability incurred by Fonner Keno in reliance on the Option in the event that the undersigned fails to perform he terms and conditions of this Option.

17. Time is of the essence in regard to this Option.

18. This Option is binding upon the parties hereto and upon their respective heirs, successors, personal representatives and assigns.

DATED this _____ day of _____, 2014.

BOSELMAN ADMINISTRATIVE
SERVICES d/b/a OQUAKER STEAK
& LUBE

By 

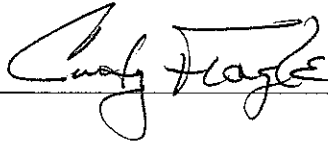
President

RECEIPT

Fonner Keno, Inc., hereby acknowledges receipt of this Option and agrees to submit this Option, together with the applicable Sales Outlet Application, to the County of Hall, Nebraska and the City of Grand Island, Nebraska, if applicable, consistent with the Lottery Operator Agreement dated the 23rd day of March 1993, between Fonner Keno, Inc., and the County of Hall, Nebraska; provided, however, that Fonner Keno, Inc., shall have no obligation to establish a keno-type lottery game at the premises described in the foregoing Option, except in the sole discretion of Fonner Keno, Inc.

DATED this _____ day of _____, 2014.

FONNER KENO, INC., A Nebraska
Corporation

By 

APPLICATION FOR HALL COUNTY KENO SALES OUTLET APPROVAL

1. Business name and location of proposed sales outlet location: Quaker Steak
and Lube Grand Island Nebraska

2. Address of proposed sales outlet location: 3335 W. Wood River Rd. 68803

3. Applicant's name: Bosselman Companies

4. Applicant is: individual/sole proprietorship; partnership; corporation (check one)

5. Provide below the name, address, and date of birth of the applicant individually, or in the case of a business entity, of all officer, director, employee, or limited liability company member of the applicant (other than an employee whose duties are purely ministerial in nature), and state the nature of each person's ownership interest. (Attach additional sheets if necessary):

Charlie Bosselman - President
Brandi Bosselman - Vice President - 5-27-68
Brian Fausch - COO - 8-17-72
Dustin Hofing - Director of Fuel/Hospitality - 12-4-74
James Reed - 10-26-89 - Division Head
Ray Mullenaur - Division Head
Amanda White - QSL General Manager

6. Provide below the name, address, and date of birth of the person or persons who will be in charge of the day-to-day operations of the keno lottery at the sales outlet location:

Amanda White - 2-10-81 - 104 S. Adams St. 68801
Sara Berggren - 6-28-79 - 1016 Nelson St. St. Paul 68873
James Reed - 10-26-89 - 3131 Woodridge Blvd 68801
Ray Mullenaur

7. Provide below the name, address, and date of birth of each person that will be involved in the conduct of the keno lottery at the sales outlet location:

Dustin Lofing - 963 E Schummer Dr. 68801 12-4-74
Amanda White - GM - 104 S. Adams St GI, NE 68801 2-10-81
Sara Berggren - AGM - 6-27-79 1016 Nelson St. St Paul, NE 68873
James Reed - Division Head - 3131 Woodridge Blvd GI, NE 68801 10-26-89
Ray Mullenaar - Division Head

8. Has the applicant individually, or in the case of a business entity, any officer, director, employee, or limited liability company member of the applicant (other than an employee whose duties are purely ministerial in nature) been a party in any lawsuit filed or pending within ten years of the date of this application? NO. If yes, for each such suit state the names of the parties, the court and case number, and the type of action and whether a judgment was entered against the applicant or person having ownership interest in the applicant. Attach additional sheets if necessary.

9. Has the applicant individually, or in the case of a business entity, any officer, director, employee, or limited liability company member of the applicant (other than an employee whose duties are purely ministerial in nature) been a party in any lawsuit filed a petition in bankruptcy within the previous ten year period? NO. If yes, for each such state the name of the bankruptcy debtor, the court, and case number. Attach additional sheets if necessary.

10. Is the applicant individually, or in the case of a business entity, any officer, director, employee, or limited liability company member of the applicant (other than an employee whose duties are purely ministerial in nature) delinquent in the payment of any county, state or federal taxes? NO. If yes, state the type and amount of each delinquency and explain the reason for the delinquency.

11. Has the applicant individually, or in the case of a business entity, any officer, director, employee, or limited liability company member of the applicant (other than an employee whose duties are purely ministerial in nature), or any person with a substantial interest in the applicant:

- a) been found by a court or an administrative agency or tribunal to have violated the provisions, requirements, conditions, limitations, or duties imposed by this Resolution, the Nebraska Bingo Act, the Nebraska County and City Lottery Act, the Nebraska Lottery and Raffle Act, the Nebraska Pickle Card Lottery Act, the Nebraska Small Lottery and Raffle Act, the State Lottery Act, or any rules or regulations adopted and promulgated pursuant to such acts;
- b) been found by a court or an administrative agency or tribunal to have knowingly caused, aided, abetted, or conspired with another to cause any person to violate any of the provisions of such acts or any rules or regulations adopted and promulgated pursuant to such acts;
- c) been found by a court or an administrative agency or tribunal to have obtained a permit or permit pursuant to such acts by fraud, misrepresentation, or concealment;
- d) convicted of, forfeited bond upon a charge of, or pleaded guilty or nolo contendere to any offense or crime, whether a felony or a misdemeanor, involving any gambling activity or fraud, theft, willful failure to make required payments or reports, or filing false reports with a governmental agency at any level;
- e) convicted of, forfeited bond upon a charge of, or pleaded guilty or nolo contendere to any felony within the ten years preceding the filing of the application;
- f) been found by a court or an administrative agency or tribunal to have denied without lawful cause the Nebraska Department of Revenue or their authorized representatives, including authorized law enforcement agencies, access to any place where activity required to be licensed under the Nebraska County and City Lottery Act is being conducted or failed to produce for inspection or audit any book, record, document, or item required by law, rule, or regulation;

NO. If yes, identify each such person or entity and explain fully the nature of the administrative or judicial proceedings, the outcome, the date of such action, and the basis for the finding or conviction:

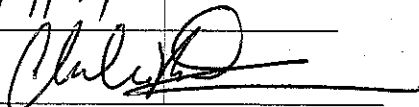
12. Is the applicant individually, or in the case of a business entity, any officer, director, employee, or limited liability company member of the applicant (other than an employee whose duties are purely ministerial in nature), any other person or entity directly or indirectly associated with such applicant currently the subject of an investigation by an agency of the state of Nebraska or an agency of the United States of America? NO. If yes, for each such person or entity state the agency or agencies conducting such investigation:

13. Does the proposed sales outlet location meet the accessibility requirements of the Americans with Disabilities Act of 1990? YES. If yes, provide a statement of compliance from an architect or consultant who has surveyed the facility for compliance. *see application*

14. Seating capacity of sales outlet location: 388

15. Parking capacity of sales outlet location: 250

Date: 9-11-14

Signature: 

Title: president

RESOLUTION 2014-310

WHEREAS, the County of Hall and the City of Grand Island entered into an Inter-Local Cooperation Agreement to permit the operation of keno within Hall County; and

WHEREAS, Fonner Keno, Inc. has previously been licensed to operate keno and certain locations have been designated as satellite locations for the operation of keno; and

WHEREAS, the County of Hall has selected an additional satellite location for approval for the operation of keno, such location being the premises at 3335 W. Wood River Road in Grand Island, Nebraska, owned by Bosselman Administrative Services dba Quaker Steak & Lube, a Nebraska corporation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Bosselman Administrative Services dba Quaker Steak & Lube, a Nebraska corporation, located at 3335 W. Wood River Road, Grand Island, Nebraska is hereby approved as an additional satellite location for the operation of keno, subject to entering into the proper agreement.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 14, 2014.

Jay Vavricek, Mayor

Attest:

Nicki Stoltenberg, Assistant to the City Administrator

Approved as to Form	☒ _____
October 10, 2014	☒ City Attorney



City of Grand Island

Tuesday, October 14, 2014

Council Session

Item G-5

#2014-311 - Approving Acquisition of Utility Easement located North of U.S. Highway 30 and West of Engleman Road - West Park Plaza Mobile Home Park

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

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2014-311

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

WHEREAS, a public hearing was held on October 14, 2014, for the purpose of discussing the proposed acquisition of a twenty foot wide easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

TRACT 1

Commencing at the northeast corner of the Southeast Quarter (SE1/4), Section Twenty Seven (27), Township Eleven (11) North, Range Ten (10) West of the 6th PM, Grand Island, Hall County, Nebraska; thence on an assumed bearing of S0°39'43"E, along the easterly line of said Southeast Quarter (SE1/4), a distance of six hundred twenty five and ninety three hundredths (625.93) feet to a point on the northerly right-of-way line of the Union Pacific Railroad; thence S58°02'40"W, along the northerly right-of-way line of said Union Pacific Railroad, a distance of two hundred eighty seven and fifty seven hundredths (287.57) feet to the ACTUAL Point of Beginning of TRACT 1, thence N48°15'58"W, a distance of one hundred and forty seven hundredths (100.47) feet; thence N16°47'52"W, a distance of sixty (60.0) feet to the point of termination of said TRACT 1.

TRACT 2

Commencing at the northeast corner of the Southeast Quarter (SE1/4), Section Twenty Seven (27), Township Eleven (11) North, Range Ten (10) West of the 6th PM, Grand Island, Hall County, Nebraska; thence on an assumed bearing of S0°39'43"E, along the easterly line of said Southeast Quarter (SE1/4), a distance of six hundred twenty five and ninety three hundredths (625.93) feet to a point on the northerly right of way line of the Union Pacific Railroad; thence S58°02'40"W, along the northerly right of way line of said Union Pacific Railroad, a distance of two hundred eighty seven and fifty seven hundredths (287.57) feet; thence N48°15'58"W, a distance of one hundred and forty seven hundredths (100.47) feet; to the ACTUAL Point of Beginning of TRACT 2; thence N54°53'41"W, a distance of one hundred eighty nine (189.0) feet to the point of termination of said TRACT 2.

The side lines of the above described tracts shall be prolonged or shortened as required to terminate on the boundary of Grantor's property and contain a combined total of 0.16 acres, more or less, as shown on the plat dated 9/11/2014, marked Exhibit "A" attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and

Approved as to Form	□ _____
October 10, 2014	□ City Attorney

hereby is, authorized to acquire a public utility easement from West Park Plaza Mobile Home Park, LLC, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska October 14, 2014.

Jay Vavricek, Mayor

Attest:

Nicki Stoltenberg, Assistant to the City Administrator

- 2 -

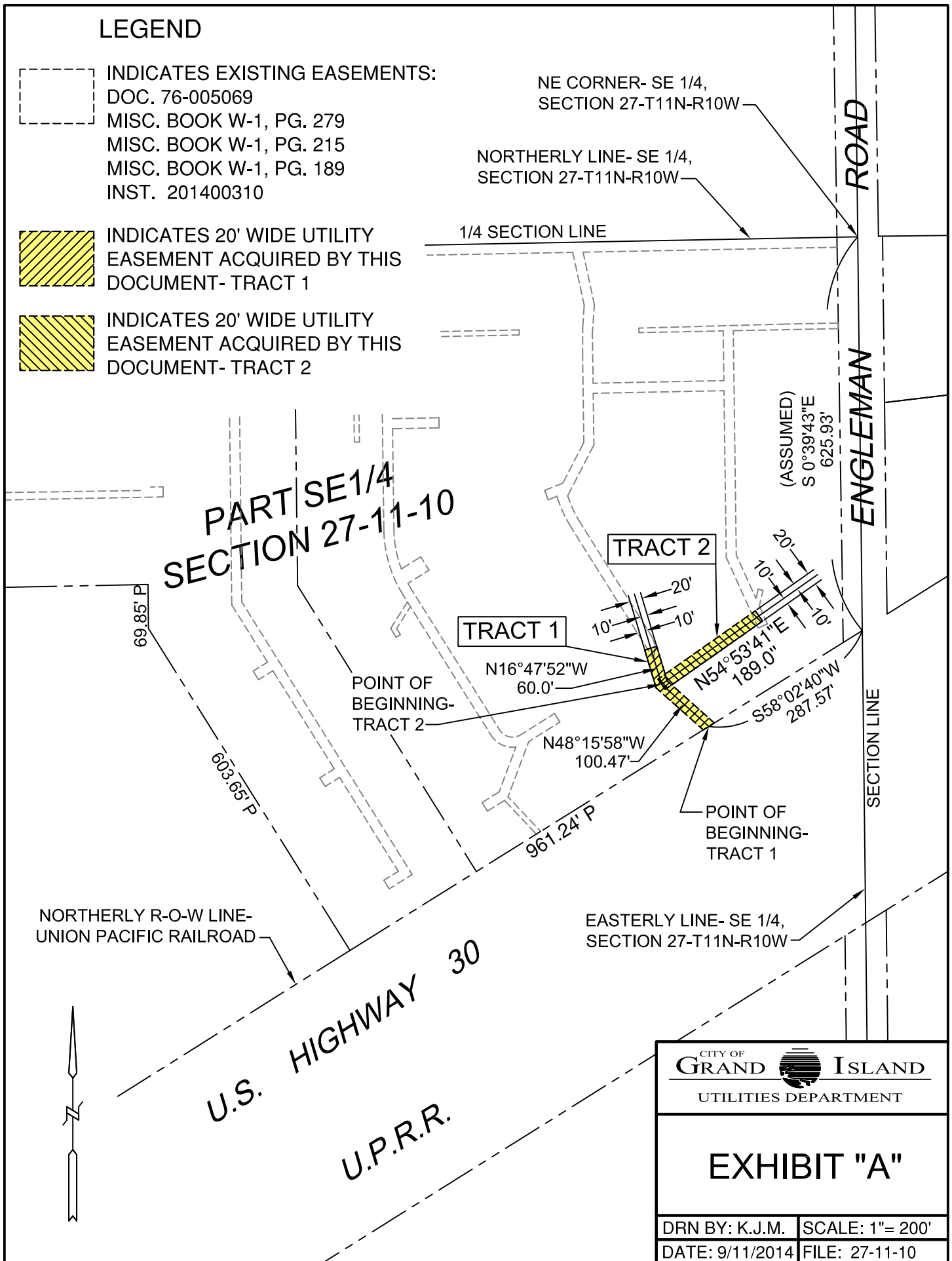
Approved as to Form ✕ _____
October 10, 2014 ✕ City Attorney

LEGEND

INDICATES EXISTING EASEMENTS:
 DOC. 76-005069
 MISC. BOOK W-1, PG. 279
 MISC. BOOK W-1, PG. 215
 MISC. BOOK W-1, PG. 189
 INST. 201400310

INDICATES 20' WIDE UTILITY EASEMENT ACQUIRED BY THIS DOCUMENT- TRACT 1

INDICATES 20' WIDE UTILITY EASEMENT ACQUIRED BY THIS DOCUMENT- TRACT 2



CITY OF GRAND ISLAND UTILITIES DEPARTMENT	
<h1>EXHIBIT "A"</h1>	
DRN BY: K.J.M.	SCALE: 1"= 200'
DATE: 9/11/2014	FILE: 27-11-10



City of Grand Island

Tuesday, October 14, 2014

Council Session

Item G-6

#2014-312 - Approving Change Order #3 with Mainsaver - Utility Management System

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy G. Luchsinger, Utilities Director
Stacy Nonhof, Assistant City Attorney

Meeting Date: October 14, 2014

Subject: Utilities Management System – Mainsaver Change
Order #3

Item #'s: G-6

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Utilities Department utilizes an accounting program on the AS400 computer for detailed accounting of its operations. This program was developed by City information technology staff in the 1980s and allows for cost tracking on work activities, based on Federal Electric Regulatory Commission (FERC) account codes that are mandated for public utilities. The Department also utilizes third party software systems for purchase orders, inventory, and for scheduling some work activities or preventive maintenance. None of these systems are integrated and, along with payroll and accounts payable, require that information be transferred or entered manually and/or multiple times.

As the use of the AS400 computer is being phased out due to support issues, staff from the Utilities and Finance Departments developed a Request for Proposals to replace the above systems with an integrated system that would incorporate work and asset management, purchasing, and accounting for the Utilities Department, and also allow electronic transfer of information for payroll and accounts payable to the City's MUNIS business accounting system. In addition to supplying the software system, the scope of the specifications included transfer of the information of the existing systems to the new system, and support services for both the new system integration and as required on an ongoing basis.

On September 24, 2013, the Department recommended that the proposal from Mainsaver Software be accepted for the Utilities Management System. The proposal from Mainsaver included a detailed estimated activity pricing breakdown which will be billed at actual cost, for a not-to-exceed total price of \$209,320.00. This not-to-exceed cost does not include travel expenses, which will also be billed at actual cost. The cost of the new software system and in-house implementation expenses will be funded by the Utilities Enterprise Funds.

Discussion

The new management system is currently being integrated into use by Mainsaver and Department staff. During the integration process, various changes unique to the City's system were recommended by Department staff to Mainsaver to accommodate City or Department requirements or methods, requiring special programming that was not included in the original contract. In many cases, these changes were to allow greater ease of use or acceptance by Department employees, which should promote a smoother transition and favorable long-term benefits from the system to Department operations.

Included in this change order is a significant added scope in the information shared between MUNIS and Mainsaver such as payroll, time reporting, and overhead calculations, in order to reduce or eliminate manual data input and accurately reflect cost of operations. Also included in this change order is an added interface with the City's Beehive asset management database which will automatically incorporate changes or additions to assets in the electric and water distribution systems into the Mainsaver database.

The detailed changes and cost breakdowns are provided in the attached contract change order. This Change Order, along with the previously approved Change Orders will result in a total contract cost of \$381,610.00. Department management staff has reviewed these changes and recommend their approval as being in accordance with the terms of the contract.

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 Council award Change Order #3 to the Contract for Utilities Management System in the amount of \$91,125.00.

Sample Motion

Move to approve Change Order #3 for Utilities Management System to Mainsaver, in the amount of \$91,125.00.



TO: Mainsaver Software
1803 Thornmint Road Suite 200
San Diego CA 92127

PROJECT: Utility Management System

RE: Change Order #3

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

1. Additional payment per the attached quotations:

ADDITION of \$91,125.00

The original Contract Sum	<u>\$ 209,320.00</u>
Previous Change Order Amounts	<u>\$ 81,165.00</u>
The Contract Sum is increased by this Change Order	<u>\$ 91,125.00</u>
The Contract Sum is decreased by this Change Order	<u>\$ 0.00</u>
The total modified Contract Sum to Date	<u>\$ 381,610.00</u>

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

APPROVED: CITY OF GRAND ISLAND

By: _____

Date: _____

Attest: _____

Approved as to Form, City Attorney

ACCEPTED: MAINSAVER SOFTWARE

By: _____

Date: _____

mainsaver[®]

RFQ For

**City of Grand Island
Customer 1448**

**Enhancement CR-08935
Purchasing Workflow Changes**

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Mainsaver Software
10803 Thornmint Road Suite 200
San Diego, CA 92127
U.S.A.
<http://www.mainsaver.com>

TRADEMARKS

Mainsaver is a trademark of Mainsaver Software in the USA and other countries. Microsoft and Windows are registered trademarks of the Microsoft Corporation.

Writer: Rob Garbus
CN 1448
version 12.5.101
custom.pbl maintained by TS
SQL Server 2012

Customer uses WebMainsaver and WebMobile

REVISIONS

- 1.0 Original submission - 9/2/14
 - 1.1 Incorporate LM Comments – 9/4/14
 - 1.2 Add LM requests for PO Form changes – 10/3/14

Requirements – Change Request CR-08935

Mainsaver was implemented with the standard purchasing workflow of purchase request to approval and then creating a purchase order from the approved request. After pilot runs, customer would like to change the process to approve the purchase order rather than the purchase request. Based on previous customizations, the following changes will need to be made.

1. **Add Approval Route selection to PO header**
2. **Modifications to PO Form**
 - a. **Need to see remit to MUNIS Supplier number on PO form – applies to all plants)**
 - b. **Take Modem off form**
 - c. **add email address in supplier area**
3. **Allow entry of alternate bid information on PR and PO**
4. **View alternate bid information in PO approval screen**
5. **Employee from plant A may be on multiple routes in multiple plants**
6. **Radio button for required action after approval**

Scope of changes

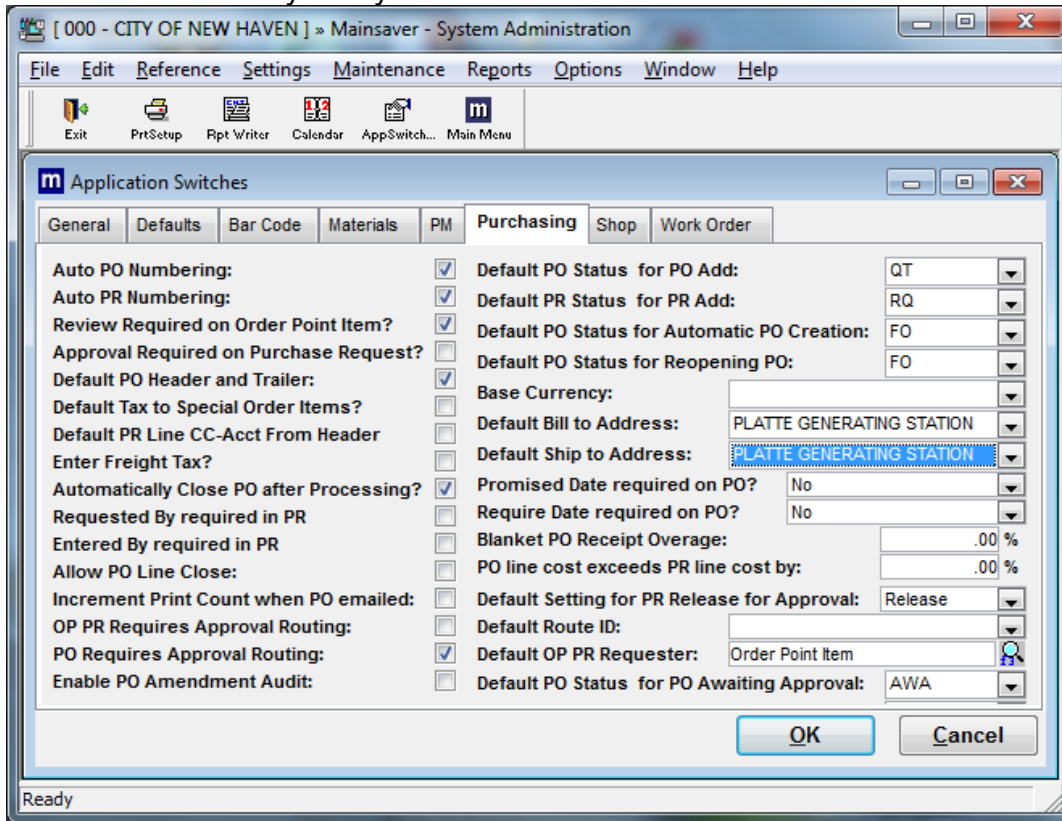
- Changes will be made in the Mainsaver database and Mainsaver client software
- Does not apply to WebMobile or WebMainsaver
- PO Approval will be done from within Mainsaver, not the WebMobile email link
- When a PO is created, it will remain in the Awaiting Approval designated status (usually AWA) until an approver with the proper authority approves. Once approvers the status will change to the approved status such as APP.
- This specification does not include any changes to the standard invoice approval routing and approval which is based on cost center of the invoice. Invoice matching is based on tolerance settings to

Target Process Map

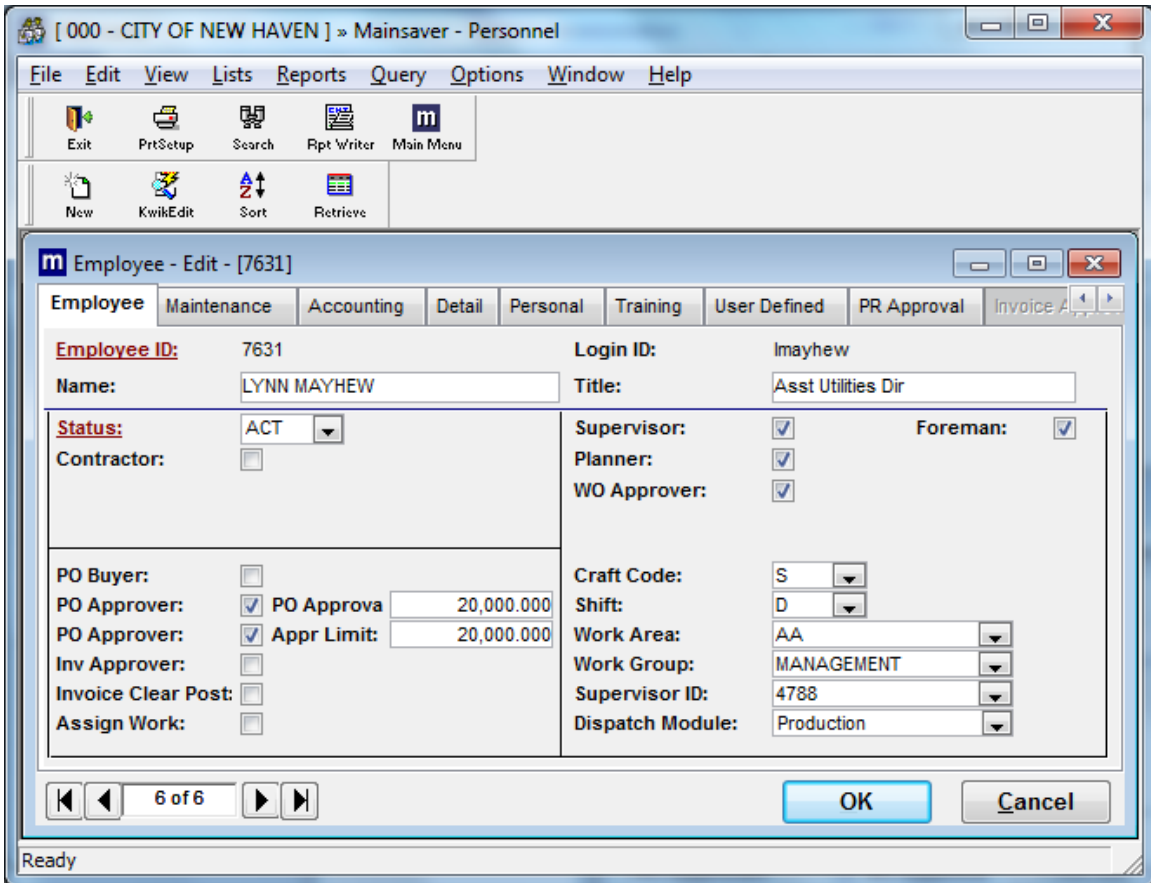
PO Phase	Mainsaver Process	Standard Feature	Previous Custom	New Customization Needed?
Initiation of purchase	Purchase Request – no approval needed.	Yes	Yes	No
	Alert buyer of new PR	Yes	No	No
	Allow 256 characters for alternate bid information on PR and PO	No	Yes	Yes- expand field. Add to PO. Carry from PR to PO if present.
PO Route creation	Allow one PO approver in plant A to be one	No	No	Yes

	multiple PO approval routes in both Plant A and other Plants.			
Create PO	PO is created by buyer either with or without a purchase request.	Yes	No	No
	Buyer can enter information on alternate bids – 256 characters	No	No	Yes
	Buyer selects approval route name on PO – may be a required field	No	No	Yes
	Buyer can select action after approval	No	No	Yes – Radio button
Approve PO	Email alert is sent to first PO approver once the PO is created.	Yes	No	No
	Approver can view alternate bid information, approve, reject, see new action button and/or change action button	Yes	No	Yes
PO Form Changes	Radio button for action, remove modem, add email, see remit to supplier number	No	Yes	Yes
Invoice Matching	Customer may or may not approve invoices. No customization is in scope for this module	Yes	No	No

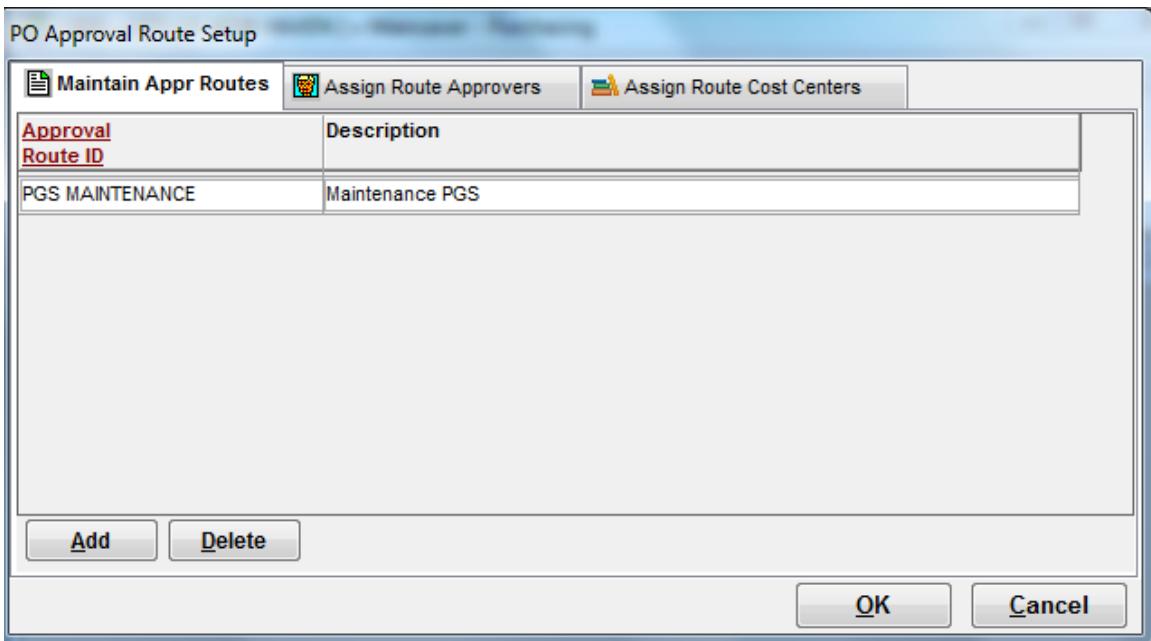
Current Functionality Analysis Screen Prints



PO Approval is turned on



Users will have one PO approval limit across any plant which they may approve



PO Approval Routes will be created in each plant however new requirement is one approver may approve in more than one route

PO Approval Route Setup

Maintain Appr Routes | **Assign Route Approvers** | Assign Route Cost Centers

Drag and Drop Approvers onto Routes

Employee ID	Name
4788	TIMOTHY LUCHSINGER
7631	LYNN MAYHEW

Costcenter | PR Approval Limit

Default	20,000.000
---------	------------

Routes

ApprovalRoute ID	Description
PGS MAINTENANCE	Maintenance PGS

Assigned Approvers

Approver	EmailFlag
<input checked="" type="checkbox"/> 4788	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> 7631	<input checked="" type="checkbox"/>

OK Cancel

PO Approval Route Setup

Maintain Appr Routes | Assign Route Approvers | **Assign Route Cost Centers**

Drag and Drop Cost Centers onto Routes

Costcenter	Description
PGS	PGS
BURDICK	Burdick Station
WATER SYSTEM	City pot. water syst
PGS-EWO 032	Platte - Maintenance
BURDICK-EWO194	#1,2 and 3 Boilers
BURDICK-EWO195	1,2 and 3 Turbine G
WATER SYSTEM-WWO 17	Maint Res,Build,Gro
WATER SYSTEM-WWO 28	Maint. Pumps and V
WATER SYSTEM-WWO 29	Maint. Water Treatr
BURDICK-EWO 196	Grounds,build,clear

Routes

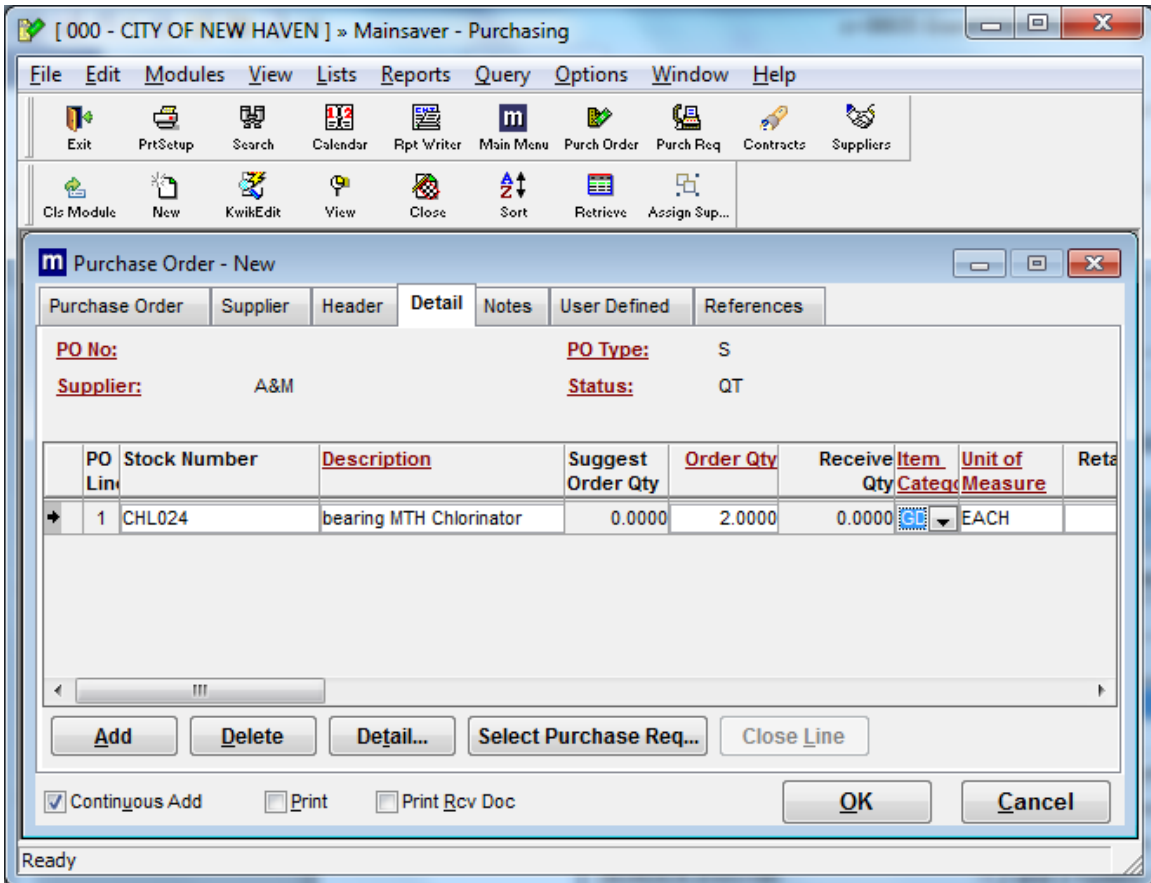
ApprovalRoute ID	Description
PGS MAINTENANCE	Maintenance PGS

Assigned Cost Centers

Costcenter
<input checked="" type="checkbox"/> PGS

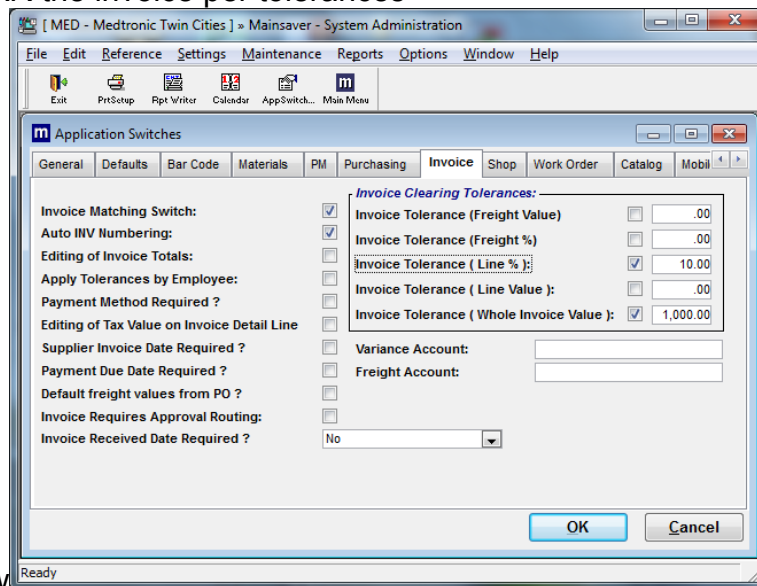
OK Cancel

Cost center may be applied to a PO route however new requirement is user will select the PO Approval route on the PO Header.

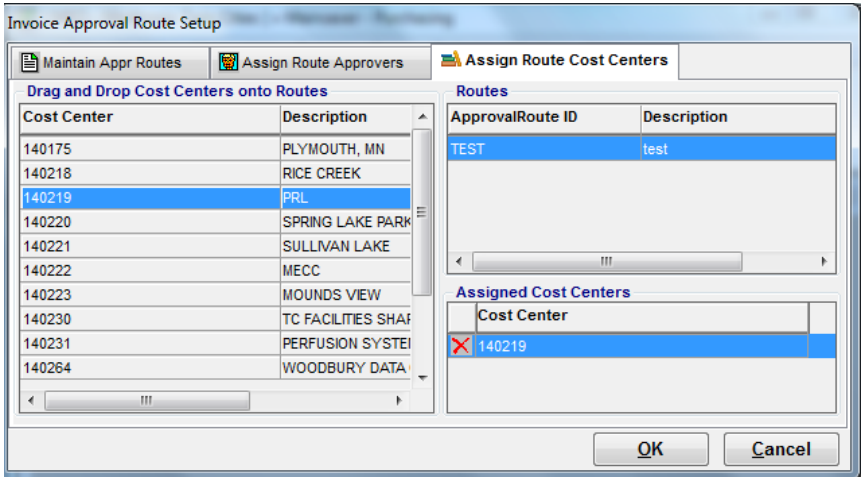


Need a way to hold for pricing so that the PO may be assembled and pricing adjusted prior to release for approval. Buyer will also record alternative bid information and action to be taken after approval.

- CLEAR the invoice per tolerances



below



Invoice routing is based only on the cost center of the invoice.

Change Requests

1. Add Approval Route selection to PO header
 - a. User entering the purchase order will select a PO route from the dropdown
 - b. Only PO Routes for their plant will be displayed
 - c. PO Route may be set as a required field through column configuration settings in System Admin
 - d. PO Routing based on cost center will be disabled

2. Modifications to PO Form
 - a. Add MUNIS Supplier # to PO Header
 - i. Currently Stored in s_opt1
 - ii. Add in Supplier Area
 - b. Remove 'Modem' Label and field
 - c. Add email address of Supplier stsu.email_address

PRD - Grand Island Production Division] » Mainsaver - Purchasing

File Edit Modules View Lists Reports Query Options Window Help

Exit Print Setup Search Calendar Rpt Writer Mail Merge Purch Order Purch Req Contracts Supplier InvoiceMkt...

City Module New Knowledge View Close Sort Business Assign Sup...

Purchase Order Print

CITY OF GRAND ISLAND UTILITIES DEPARTMENT

PO Date	PO No	AMEND
8/22/2014	GIUD-425008	1

GIUD-425008
GIUD-425008

Status: FIRM ORDER

Supplier:	Ship To:	Bill To:
Interstate Chemical Co., Inc. 1710 78th Ave. W. Rock Island IL 61201 Phone: 1-800-422-4485 #1504 FAX No: 1-815-467-1688 Modem No:	PLATTE GENERATING STATION Dan Nitzel 1035 W. WILDWOOD DR. GRAND ISLAND, NE 68801 USA 308-385-5492	CITY OF GRAND ISLAND PGS ATTN: PLATTE GENERATING STATION P.O. BOX 1968 GRAND ISLAND, NE 68802-1968 308-385-5468

Supplier	Supplier Contact	Buyer	Req Date	Terms	Page
PRD0909	Amy Vella	Peg Harders	8/20/2014		1 of 1

Ship Via	Freight on Board	Charge Cost Center - Account	Explanation
		520 00045 - 52070691 50520	

PO Line	Order Qty	Unit of Measur	Description	Required Date:	Tax Value	Net Price	Extension
1	22.54	TON	Sulfuric Acid 66 Deg.-Truckload Supplier Part No: Stock Number: Mark For: ZOBEL, ROB	8/20/2014	\$0.00	\$245.00	\$5522.30

Print Cancel

Double click for zoom options

3. Allow entry of alternate bid information on PR and PO
 - a. If entered on PR, carry to PO
 - b. Up to 256 characters

4. View alternate bid information in PO approval screen – when approving purchase orders, the approver should have the capability to see the alternate bid information to ensure that the buyer has done their evaluation in compliance with City policy. (As standard, PO approver one can view the PO Notes field and add additional notes for higher level approvers as applicable)

5. Employee from plant A may be on multiple routes in multiple plants

- a. Employee A might be a high level approver that will be on routes for all plants.
 - b. Employee B might be an approver that will approve on Route A in plant A and route B in plant A. For example, the plant manager might be a high level approver for the Operations PO Routing and Maintenance PO Routing.
6. Radio button for required action after approval – on the PO edit data window, add 4 Radio buttons which will indicate the action to be taken.
- a. Fax to Supplier
 - b. Email to Supplier
 - c. Mail to Supplier
 - d. Confirmation Copy

Professional Services
4 Days Onsite

Install and test changes
 Onsite installation and training on new features

New Version 1.2 10/3/14

- 1) The remit supplier number needs to be on the form. Would like to have it below the Supplier number. **Related to 2A above, MUNIS supplier or REMIT TO supplier (s_opt1) should display in the PO header where 'SHIP VIA' currently is displayed.**
- 2) **Related to 2B above, display the stsu.email_address field where modem is currently displayed.**
- 3) Move the "Freight on Board" to the "Terms" location, do not need the "Terms" on the PO Header.
- 4) On the PO detail Area, remove the Account from the "Charge Cost Center – Account".
- 5) Add the "Mark for" into the header as the entire order will go to one person. Remove Mark For from the PO detail area. (Only if no additional cost)
- 6) The Required date is in two locations? Really only need it in the header. Remove 'Required Date ' from the PO detail area and use the space to expand the description area. (Only if no additional cost)
- 7) If the supplier part number or stock number are null, then they do not need to be shown on the PO. Make the supplier part number and label null if the value is null. Remove the stock number from the PO detail area.

CITY OF GRAND ISLAND
 UTILITIES DEPARTMENT

PO Date 8/26/2014	PO No GIUD-425010	AMEND 4
-----------------------------	-----------------------------	-------------------



Status: CLOSED

Supplier: McMaster-Carr Supply Company P.O. Box 4355 Chicago IL 60680-4355 Phone: 630-833-0300 FAX No: Get Email	Ship To: PLATTE GENERATING STATION Dan Nitzel 1035 W. WILDWOOD DR. GRAND ISLAND, NE 68801 USA 308-385-5492	Bill To: CITY OF GRAND ISLAND PGS ATTN: PLATTE GENERATING STATION P.O. BOX 1968 GRAND ISLAND, NE 68802-1968 308-385-5468
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Supplier PRD0193	Supplier Contact Sales	Buyer Purchase Agent	Req Date 8/26/2014	Terms Freight on Board	Page 1 of 2		
Ship Via Remit Supplier	Freight on Board Supplier Email	Charge Cost Center - Account 520.00018 - 62070791.51120		Explanation Mark Order For:			
PO Line No	Order Qty	Unit of Measure	Description	Required Date:	Tax Value	Net Price	Extension

RESOLUTION 2014-312

WHEREAS, Mainsaver Software Inc. of San Diego, California, was awarded the contract for the Utilities Management System, at the September 24, 2013 City Council meeting; and

WHEREAS, during the integration process with various divisions of the Utilities Department, changes unique to the City's system were recommended by Department staff to Mainsaver to accommodate City or Department requirements or methods, requiring special programming that was not included in the original contract; and

WHEREAS, these changes will allow for greater ease which should promote a smoother transition and favorable long-term benefits from the system to Department operations; and

WHEREAS, Change Order #3 was prepared for a contract adjustment of an additional amount of \$91,125.00, resulting in a final contract amount of \$381,610.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #3 with Mainsaver Software, Inc., of San Diego, California, resulting in an additional cost of \$91,125.00, for a final contract price of \$381,610.00, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 14, 2014.

Jay Vavricek, Mayor

Attest:

Nicki Stoltenberg, Assistant to the City Administrator

Approved as to Form	☐ _____
October 10, 2014	☐ City Attorney



City of Grand Island

Tuesday, October 14, 2014

Council Session

Item G-7

#2014-313 - Approving Certificate of Final Completion for the 2014 Asphalt Resurfacing Project No. 2014-AC-1

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: October 14, 2014

Subject: Approving Certificate of Final Completion for the 2014 Asphalt Resurfacing Project No. 2014-AC-1

Item #'s: G-7

Presenter(s): John Collins PE, Public Works Director

Background

J.I.L. Asphalt Paving Co. of Grand Island, Nebraska was awarded a \$531,871.56 contract on June 10, 2014. Work on the project commenced on June 30, 2014 and was completed on September 29, 2014.

This year's work involved asphalt resurfacing on the following streets:

Section #1. North Road from Stolley Park Road to US Highway 30

Section #2. Stolley Park Road from North Road to Union Pacific Railroad Spur Line

Section #3. Manchester Road from Engleman Road to Mansfield Road

Section #4. Mansfield Road from Horseshoe Place to Manchester Road

Section #5. State Street from Lafayette Avenue to Broadwell Avenue

Discussion

The project was completed in accordance with the terms, conditions and stipulations of the contract, plans and specifications. Work was completed at a total cost of \$529,811.78.

The project was underrun by \$2,059.78.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Certificate of Final Completion for Asphalt Resurfacing Project No. 2014-AC-1.

Sample Motion

Move to approve the Certificate of Final Completion for Asphalt Resurfacing Project No. 2014-AC-1.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Asphalt Resurfacing Project No. 2014-AC-1
CITY OF GRAND ISLAND, NEBRASKA
October 14, 2014

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

This is to certify that Asphalt Resurfacing Project No. 2014-AC-1 has been fully completed by J.I.L. Asphalt Paving Co. of Grand Island, Nebraska under the contract dated June 10, 2014. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

Asphalt Resurfacing Project No. 2014-AC-1

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
Bid Section #1 - North Road from Stolley Park Road to US Highway 30					
1	Cold Milling	6,800.00	SY	\$1.81	\$12,308.00
2	Asphaltic Concrete, Type SPL (A)	833.40	TON	\$27.50	\$22,918.50
3	Asphaltic Concrete for Patching, Type SPL (A) - Class I	20.12	TON	\$105.00	\$2,112.60
4	Asphaltic Concrete for Patching, Type SPL (A) - Class II	0.00	TON	\$125.00	\$0.00
5	Performance Graded Binder (70-34)	9,898.53	GAL	\$3.15	\$31,180.37
6	Tack Coat	825.00	GAL	\$1.00	\$825.00
7	Earth Shoulder Construction	3.50	STA	\$54.00	\$189.00
8	Seeding, Type B	0.50	ACR	\$1,750.00	\$875.00
9	Mulch	1.00	TON	\$100.00	\$100.00
10	Crushed Rock for Surfacing	28.34	TON	\$40.00	\$1,133.60
11	Overlay Broken Line	0.00	STA	\$5.00	\$0.00
Total Bid Section #1 =					\$71,642.07

Bid Section #2 - Stolley Park Road from North Road to UPRR Spur Line

1	Cold Milling	7,900.00	S.Y.	\$2.67	\$21,093.00
2	Asphaltic Concrete, Type SPL (A)	1,462.10	TON	\$27.50	\$40,207.75
3	Asphaltic Concrete for Patching, Type SPL (A) - Class I	408.96	TON	\$83.50	\$34,148.16
4	Asphaltic Concrete for Patching, Type SPL (A) - Class II	3.43	TON	\$125.00	\$428.75
5	Performance Graded Binder (70-34)	23,103.30	GAL	\$3.15	\$72,775.40
6	Tack Coat	1,575.00	GAL	\$1.00	\$1,575.00
7	Earth Shoulder Construction	5.50	STA	\$54.00	\$297.00

8	Seeding, Type B	0.50	ACR	\$1,750.00	\$875.00
9	Mulch	1.00	TON	\$100.00	\$100.00
10	Crushed Rock for Surfacing	0.00	TON	\$40.00	\$0.00
11	Overlay Broken Line	71.90	STA	\$5.00	\$359.50
12	Overlay Solid Line	0.00	STA	\$10.00	\$0.00
Total Bid Section #2 =					\$171,859.56

Bid Section #3 - Manchester Road from Engleman Road to Mansfield Road

1	Cold Milling	8,950.00	SY	\$1.89	\$16,915.50
2	Asphaltic Concrete, Type SPL (B)	1,646.62	TON	\$28.45	\$46,846.34
3	Asphaltic Concrete for Patching, Type SPL (B) - Class I	47.74	TON	\$105.00	\$5,012.70
4	Asphaltic Concrete for Patching, Type SPL (B) - Class II	6.45	TON	\$125.00	\$806.25
5	Performance Graded Binder (64-34)	21,998.79	GAL	\$2.88	\$63,356.52
6	Tack Coat	1,090.00	GAL	\$1.00	\$1,090.00
7	Crushed Rock for Surfacing	0.00	TON	\$40.00	\$0.00
Total Bid Section #3 =					\$134,027.30

Bid Section #4 - Mansfield Road from Horseshoe Place to Manchester Road

1	Cold Milling	3,600.00	SY	\$1.29	\$4,644.00
2	Asphaltic Concrete, Type SPL (B)	415.00	TON	\$28.45	\$11,806.75
3	Asphaltic Concrete for Patching, Type SPL (B) - Class I	4.92	TON	\$105.00	\$516.60
4	Performance Graded Binder (64-34)	5,345.26	GAL	\$2.88	\$15,394.35
5	Tack Coat	335.00	GAL	\$1.00	\$335.00
6	Subgrade Preparation	1,485.00	SY	\$2.70	\$4,009.50
7	Earth Shoulder Construction	4.50	STA	\$54.00	\$243.00
8	Seeding, Type B	0.00	ACR	\$1,750.00	\$0.00
9	Mulch	0.00	TON	\$100.00	\$0.00
10	Crushed Rock for Surfacing	23.55	TON	\$40.00	\$942.00
Total Bid Section #4 =					\$37,891.20

Bid Section #5 - State Street from Lafayette Avenue to Broadwell Avenue

1	Cold Milling	4,850.00	SY	\$2.58	\$12,513.00
2	Asphaltic Concrete, Type SPL (B)	744.46	TON	\$28.45	\$21,179.89
3	Performance Graded Binder (64-34)	9,081.17	GAL	\$2.88	\$26,153.77
4	Tack Coat	800.00	GAL	\$1.00	\$800.00
5	Overlay Broken Line	0.00	STA	\$5.00	\$0.00
6	Overlay Solid Line	0.00	STA	\$10.00	\$0.00
Total Bid Section #5 =					\$60,646.66

Bid Section #6 - Miscellaneous

1	Temporary Sign Day	2,163.00	EA	\$2.50	\$5,407.50
2	Barricade, Type II	1,653.00	BDAY	\$0.50	\$826.50
3	Barricade, Type III	1,118.00	BDAY	\$2.00	\$2,236.00
4	Flagging	27.50	DAY	\$110.00	\$3,025.00
5	Job Mix Design for Asphaltic Concrete, Type SPL (A)	1.00	EA	\$1,500.00	\$1,500.00
6	Job Mix Design for Asphaltic Concrete, Type SPL (B)	1.00	EA	\$3,500.00	\$3,500.00
7	Adjust Manhole to Grade	0.00	EA	\$400.00	\$0.00
8	Railroad Coordination - Spur Line (DOT No. 820-080J)	1.00	EA	\$5,000.00	\$5,000.00
9	Railroad Coordination - North Road (DOT No. 817-631I)	1.00	EA	\$5,000.00	\$5,000.00
10	Mobilization	1.00	LS	\$27,250.00	\$27,250.00
Total Bid Section #6 =					\$53,745.00

Grand Total =	\$529,811.78
----------------------	---------------------

I hereby recommend that the Engineer's Certificate of Final Completion for Asphalt Resurfacing Project No. 2014-AC-1 be approved.

John Collins, PE - City Engineer/Public Works Director

Jay Vavricek – Mayor

RESOLUTION 2014-313

WHEREAS, the City Engineer/Public Works Director for the City Of Grand Island has issued a Certificate of Completion for Project No. 2014-AC-1, Asphalt Resurfacing, certifying that J.I.L. Asphalt Paving Co., Inc. of Grand Island, Nebraska, under contract, has completed the asphalt resurfacing; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Project No. 2014-AC-1, Asphalt Resurfacing, in the amount of \$529,811.78, is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 14, 2014.

Jay Vavricek, Mayor

Attest:

Nicki Stoltenberg, Assistant to the City Administrator

Approved as to Form	☐ _____
October 10, 2014	☐ City Attorney



City of Grand Island

Tuesday, October 14, 2014

Council Session

Item G-8

**#2014-314 - Approving Bid Award for Snow Removal Services
2014/2015 (Streets Division of the Public Works Department)**

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Shannon Callahan, Streets Superintendent

Meeting: October 14, 2014

Subject: Approving Bid Award for Snow Removal Services 2014/2015 (Streets Division of the Public Works Department)

Item #'s: G-8

Presenter(s): John Collins, Public Works Director

Background

Snow Removal Services 2014-2015 bid request was advertised on September 25, 2014 and mailed to nine (9) potential bidders.

The intent of this contract is to secure prices for equipment and labor to clear snow from City-owned Streets during snow removal operations in the 2014-2015 winter season.

Discussion

One bid was received and opened on October 7, 2014.

A summary of historic bid awards and the current bids submitted are shown below:

Bid Item	2012-2013 <i>Bid Award</i>	2013-2014 <i>Bid Award</i>	2014-2015 <i>Estimate</i>	2014-2015 BIDS
				Diamond Engineering
Dump Trucks	\$135.00	\$120.00	\$125.00	\$165.00
Front End Loaders	\$175.00	\$165.00	\$170.00	\$200.00
Motor Graders	\$175.00	\$175.00	\$180.00	\$220.00
*Truck (16,000-20,000 GVW) with Plow	N/A	N/A	\$125.00	NO BID
*Truck (20,000-35,000 GVW) with Plow	N/A	N/A	\$130.00	NO BID
*Pick-up (1 ton) with Plow	N/A	N/A	\$95.00	NO BID
<i>Exceptions</i>				<i>NONE</i>

*New bid item added in 2014-2015.

The Streets Division of the Public Works Department and the Purchasing Division of the City Attorney's Office reviewed the bid received.

The estimate for snow removal services is based on previous years' bid prices; the bid prices for this year's contract are higher than the estimate. There are no estimated or guaranteed hours of work for snow removal services since the Streets Division plows only when necessary.

There are sufficient funds in Account No. 10033502-85312 for these services.

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 contract for Snow Removal Services 2014-2015 to The Diamond Engineering Company, of Grand Island, Nebraska.

Sample Motion

Move to approve awarding contract to The Diamond Engineering Company.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: October 7, 2014 at 2:15 p.m.

FOR: Snow Removal Services 2014-2015

DEPARTMENT: Public Works

ESTIMATE:

Dump Trucks for Hauling Snow	\$125.00 per hour
Front End Loaders	\$170.00 per hour
Motor Graders	\$180.00 per hour
Truck w/Plow (16,000-20,000 GVW)	\$125.00 per hour
Truck w/Plow (20,000-35,000 GVW)	\$130.00 per hour
Pick-up w/Plow (1 Ton or larger)	\$ 95.00 per hour

FUND/ACCOUNT: 10033502-85213

PUBLICATION DATE: September 25, 2014

NO. POTENTIAL BIDDERS: 9

SUMMARY

Bidder: The Diamond Engineering Co.
Grand Island, NE

Exceptions: None

Bid Price:

Dump Trucks:	\$165.00 per hour
Front End Loaders:	\$200.00 per hour
Motor Graders:	\$220.00 per hour
Truck w/Plows (16,000-20,000)	No Bid
Truck w/Plows (20,000-35,000)	No Bid
Pick-up w Plow (1 ton)	No Bid

cc: John Collins, Public Works Director
Mary Lou Brown, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Shannon Callahan, Street Supt.
Jaye Monter, Finance Director

P1770

RESOLUTION 2014-314

WHEREAS, the City Of Grand Island invited sealed bids for Snow Removal Services 2014-2015, according to specifications on file in the office of the Public Works Department; and

WHEREAS, on October 7, 2014, one bid was received, opened and reviewed; and

WHEREAS, The Diamond Engineering Company 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>
Dump Trucks for Hauling Snow	\$165.00 per hour
Front End Loaders	\$200.00 per hour
Motor Graders	\$220.00 per hour
Truck w/ Plow (16,000-20,000 GVW)	\$ NO BID
Truck w/ Plow (20,000-35,000 GVW)	\$ NO BID
Pick-up w/ Plow (1 Ton or larger)	\$ NO BID

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Company of Grand Island, Nebraska for snow removal services in the amounts identified above is hereby approved as the responsible bid submitted.

BE IT FURTHER RESOLVED, that a contract between the City and such contractor for such snow removal services 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 14, 2014.

Jay Vavricek, Mayor

Attest:

Nicki Stoltenberg, Assistant to the City Administrator

Approved as to Form ✕ _____
October 10, 2014 ✕ City Attorney



City of Grand Island

Tuesday, October 14, 2014

Council Session

Item G-9

**#2014-315 - Approving Bid Award for (1) New Compact Excavator
and (1) New Skid-Steer Loader**

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: October 14, 2014

Subject: Bid Award for (1) New Compact Excavator and (1) New Skid-Steer Loader for use within the Cemetery Division

Item #'s: G-9

Presenter(s): Todd McCoy, Parks and Recreation Director

Background

On October 2, 2014 the Parks and Recreation Department received bids for the purchase of one (1) new compact excavator and one (1) new skid-steer loader for use within the Cemetery Division. The replacement items are necessary as the current equipment is becoming less dependable. The new equipment will provide additional years of service and meets the requirements of the Cemetery operation.

Discussion

Bids were received from five (5) companies.

	Compact Excavator	Skid-Steer Loader
NMC, Inc. Doniphan, Nebraska	\$46,692.00 CAT 303.5E CR	\$36,621.00 CAT242D
Titan Machinery New Holland Grand Island, Nebraska	\$59,575.00 New Holland E35B	\$35,150.00 New Holland L220
Titan Machinery Lincoln, Nebraska	\$60,300.00 Case CX55B	\$38,400 Case SR210
Central Nebraska Bobcat Grand Island, Nebraska	\$41,668.32 Bobcat E35	\$30,882.17 Bobcat S570
Ditch Witch Grand Island, Nebraska	\$56,551.00 Yanmar V10 45-6A	\$43,934.00 Yanmar S190 R1

Compact Excavator

Used primarily for digging graves and repairs of underground irrigation lines as needed. The \$41,668.32 Bobcat E55 unit from Central Nebraska Bobcat is recommended for purchase.



Skid-Steer Loader

This unit is primarily used loading dirt and snow removal. The \$30,882.17 Bobcat S570 unit from Central Nebraska Bobcat is recommended for purchase.



Funds are budgeted this year for this purchase in capital account 10044405-85615.

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 City Council approve the purchase of the Bobcat E55 Compact Excavator and the Bobcat S570 Skid-Steer Loader.

Sample Motion

Move to approve the purchase of the Bobcat E55 Compact Excavator and the Bobcat S570 Skid-Steer Loader from Central Nebraska Bobcat of Grand Island, Nebraska. The total purchase price for equipment is \$72,550.49.



Stacy Nonhof, Purchasing Agent

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Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: October 2, 2014 at 2:00 p.m.
FOR: (1) New Compact Excavator & (1) New Skid-Steer Loader
DEPARTMENT: Parks & Recreation
ESTIMATE: \$42,000.00 - Excavator
\$31,000.00 - Skid-Steer Loader
FUND/ACCOUNT: 10044405-85615
PUBLICATION DATE: September 16, 2014
NO. POTENTIAL BIDDERS: 5

SUMMARY

Bidder:	<u>NMC, Inc.</u>	<u>Titan Machinery New Holland</u>
	Doniphan, NE	Grand Island, NE
Exceptions:	Noted	Noted
Bid Price:		
Compactor:	\$46,692.00	\$59,675.00
Make & Model:	CAT 303.5E CR	New Holland E35B
Skid-Steer Loader:	\$36,621.00	\$35,150.00
Make & Model:	CAT 242D	New Holland L220
Option:		
Angle Broom Attachment:	\$ 5,540.00	\$ 4,995.00
Make & Model:	Virnig VAB72	Land Pride AB72
Total Price:	\$88,853.00	\$99,820.00

Bidder:	<u>Titan Machinery</u> Lincoln, NE	<u>Central Nebraska Bobcat</u> Grand Island, NE
Exceptions:	Noted	Noted
Bid Price:		
Compactor:	\$60,300.00	\$41,668.32
Make & Model:	Case CX55B	Bobcat E35
Skid-Steer Loader:	\$38,400.00	\$30,882.17
Make & Model:	Case SR210	Bobcat S570
Option:		
Angle Broom Attachment:	No Bid	\$ 4,009.04
Make & Model:		Bobcat 68" AB
Total Price:	\$98,700.00	\$76,559.53

Bidder:	<u>Ditch Witch</u> Grand Island, NE
Exceptions:	Noted
Bid Price:	
Compactor:	\$56,551.00
Make & Model:	Yanmar V10 45-6A
Skid-Steer Loader:	\$43,934.00
Make & Model:	Yanmar S190 R1
Option:	
Angle Broom Attachment:	\$ 4,125.00
Make & Model:	Erskine
Total Price:	\$104,610.00

cc: Todd McCoy, Parks & Recreation Director
Mary Lou Brown, City Administrator
Stacy Nonhoff, Purchasing Agent

Patti Buettner, Parks Secretary
Jaye Monter, Finance Director
Mark Sands, Cemetery Superintendent

P1768

RESOLUTION 2014-315

WHEREAS, the City of Grand Island invited sealed bids for one (1) new Compact Excavator and one (1) new Skid-Steer Loader, according to plans and specifications on file with the Parks and Recreation Department, Cemetery Division; and

WHEREAS, on October 2, 2014, five (5) bids were received, opened and reviewed; and

WHEREAS, Central Nebraska Bobcat from Grand Island, Nebraska submitted a bid for one (1) new Compact Excavator and one (1) new Skid-Steer Loader in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$72,550.49.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Central Nebraska Bobcat from Grand Island, Nebraska, in the amount of \$72,550.49 for one (1) new Compact Excavator and one (1) new Skid-Steer Loader is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 14, 2014.

Jay Vavricek, Mayor

Attest:

Nicki Stoltenberg, Assistant to the City Administrator

Approved as to Form	☐ _____
October 10, 2014	☐ City Attorney



City of Grand Island

Tuesday, October 14, 2014

Council Session

Item G-10

#2014-316 - Approving Contract Modification for Engineering Consulting Services related to Heartland Public Shooting Park Paving Improvements

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: October 14, 2014

Subject: Approving Contract Modification for Engineering Consulting Services Related to Heartland Public Shooting Park Paving Improvements

Item #'s: G-10

Presenter(s): Todd McCoy, Parks and Recreation Director

Background

The Heartland Public Shooting Park (HPSP) entry road was constructed in the early 1940s as part of the network of roads development of the Cornhusker Army Ammunition Plant. The seventy year old road is in disrepair and has been identified by the Parks and Recreation Department as a priority for update.

On January 22, 2014 the Engineering Division of the Public Works Department advertised for Engineering Services for HPSP Paving Improvements. On March 25, 2014 through Resolution 2014-62, City Council approved an agreement with Speece Lewis Engineers, Inc. in the amount of \$10,200 to develop pavement solutions to improve the decaying entry road at HPSP.



Discussion

Speece Lewis evaluated the road, offered solution options, and construction estimates. It is recommended to grind the existing asphalt into a base material and overlay 4 inches of asphalt over the top of the old entry road using Nebraska Department of Road standards.



To formally bid the construction of this project, staff is recommending that the agreement with Speece Lewis be amended to provide construction plans, material quantities and bid specifications. Speece Lewis agrees to provide the additional services for an additional \$4,306.90. City Council approved \$375,000 for this project in the 2014-15 Capital Improvement Budget.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the contract modification to Speece Lewis Engineers, Inc. of Lincoln, Nebraska. Doing so will increase the total amount of the agreement with Speece Lewis to \$14,506.90.

Sample Motion

Move to approve the amended agreement with Speece Lewis Engineers, Inc. of Lincoln, Nebraska.



Working Together for a Better Tomorrow, Today.

CONTRACT MODIFICATION

TO: Speece Lewis Engineers
906 South 26th Street
Lincoln, NE 68510

PROJECT: Engineering Consulting Services Related to Heartland Public Shooting Park

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

- 1. Provide construction plans, material quantities, and bid specifications increase \$ 4,306.90

Table with 2 columns: Description and Amount. Rows include: The original Contract Sum (\$ 10,200.00), Previous Modification Change Amount (\$ 0.00), The Contract Sum is increased by this Contract Modification (\$ 4,306.90), and The total modified Contract Sum to date (\$ 14,506.90).

Approval and acceptance of this Contract Modification acknowledges understanding and agreement that the cost and time adjustments included represent the complete values arising out of and/or incidental to the work described herein. Additional claims will not be considered.

APPROVED: CITY OF GRAND ISLAND

By _____ Date _____
Mayor

Attest _____

Approved as to Form, City Attorney

ACCEPTED: Speece Lewis Engineers

By [Signature] Date 10/2/2014

City Hall • 100 East First Street • Box 1968 • Grand Island, Nebraska 68802-1968
(308) 385-5444 ext. 290 • Fax: 385-5488

RESOLUTION 2014-316

WHEREAS, on March 25, 2014 by Resolution 2014-62, the City Council of the City of Grand Island approved an agreement with Speece Lewis Engineers, Inc. from Lincoln, Nebraska, in the amount of \$10,200.00, for Engineering Consulting Services related to Heartland Public Shooting Park Paving Improvements; and

WHEREAS, staff is recommending that the agreement be amended to provide construction plans, material quantities and bid specifications; and

WHEREAS, such modifications have been incorporated into the Contract Modification; and

WHEREAS, the result of such modifications will increase the agreement by \$4,306.90 for a revised agreement amount of \$14,506.90.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute the Contract Modification between the City of Grand Island and Speece Lewis Engineers, Inc. from Lincoln, Nebraska to provide the modifications set out as follows:

Add - Provide construction plans, material quantities and bid specifications	\$4,306.90
TOTAL:	\$4,306.90

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 14, 2014.

Jay Vavricek, Mayor

Attest:

Nicki Stoltenberg, Assistant to the City Administrator

Approved as to Form	☐ _____
October 10, 2014	☐ City Attorney



City of Grand Island

Tuesday, October 14, 2014

Council Session

Item G-11

#2014-317 - Approving Agreement with the Grand Island Tennis Association to Lease Racquet Center Property

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: October 14, 2014

Subject: Consideration to Approve New Racquet Center/Tennis Association Lease Agreement

Item #'s: G-11

Presenter(s): Todd McCoy, Parks and Recreation Director

Background

In May of 2010 City Council approved a lease agreement with the Grand Island Tennis Association to operate the City owned Grand Island Racquet Center Property located at 2204 Bellwood Drive. For a fee of one dollar per month the Tennis Association agreed to operate and maintain the facility for tennis activities and make planned improvements to the property.

Since 2010, the Tennis Association has maintained the Racquet Center property by paying for repairs, utilities costs, mowing, snow removal, etc. They made several improvements to the indoor courts, lights, front desk, and more.

Discussion

The Tennis Association has recently changed some of their goals for additional tennis facilities in Grand Island. Instead of building outdoor courts at the Racquet Center as originally planned in the lease agreement, the Tennis Association would like to provide financial support to the City to build a new outdoor tennis complex at Ryder Park for public use. The Parks and Recreation Department has budgeted \$175,000 in support of the Ryder Park tennis court project in the 2014-15 City budget.

With the before mentioned changes and the original agreement set to expire within a year, the Parks and Recreation Department is recommending a new five year lease agreement with the Tennis Association. Like the original agreement, the new lease requires facility upkeep and the management of tennis related activities at the Racquet Center property.

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 City Council approve the resolution authorizing the new lease agreement with the Grand Island Tennis Association to operate the City owned Grand Island Racquet Center Property located at 2204 Bellwood Drive for an additional five year period.

Sample Motion

Move to approve the resolution authorizing the new lease agreement with the Grand Island Tennis Association to operate the City owned Grand Island Racquet Center Property located at 2204 Bellwood Drive for an additional five year period.

LEASE AGREEMENT

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

WITNESSETH:

I.

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

To have and to hold said premises unto Lessee for a term of five (5) years beginning September 10, 2014. It is expressly understood and agreed by and between the parties that either party shall have the absolute right to provide to the other party ninety (90) days written notice to terminate the lease without any cause, at any time during the five (5) year period.

Lessee shall pay as rent therefore the sum of One Dollar (\$1.00) per month due and payable beginning on the tenth day of September, 2014, and on the first day of each month thereafter.

II.

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

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

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

III.

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

IV.

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

V.

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

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

VI.

The Lessee and Lessor agree to partner in the construction design and cost of up to six new tennis courts at Ryder Park which is the subject of a separate agreement. The parties agree to adhere to the terms of that agreement and any material breach of its terms shall serve as grounds for the termination of this lease.

VII.

Upon the expiration of the five (5) year term of the lease, the parties agree that the parties shall have the option to renew the lease for an additional five (5) year term.

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

VIII.

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

IX.

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

IIX.

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

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

Attest:

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

RaNae Edwards, City Clerk

By: _____
Jay Vavricek, Mayor

Approved as to form by City Attorney _____
Approved by Resolution 2014- _____

STATE OF NEBRASKA)
) SS.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Jay Vavricek, Mayor on behalf of the City of Grand Island, Nebraska, a municipal corporation.

Notary Public

GRAND ISLAND TENNIS ASSOCIATION,
Lessee

By: _____
Todd Jacobson, President

STATE OF NEBRASKA)
) SS.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014,
by Todd Jacobson, President of the Grand Island Tennis Association.

Notary Public

RESOLUTION 2014-317

WHEREAS, in May of 2010 City Council approved a lease agreement with the Grand Island Tennis Association to operate the City owned Racquet Center Property; and

WHEREAS, the Tennis Association has maintained the Racquet Center Property as per lease agreement; and

WHEREAS, the City Parks & Recreation Department is recommending a new five year lease agreement with the Grand Island Tennis Association to manage the Racquet Center Property at 2204 Bellwood Drive; and

WHEREAS, the 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 Mayor be, and hereby is, authorized and directed to sign on behalf of the City of Grand Island, the Agreement by and between the City and the Grand Island Tennis Association.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 14, 2014.

Jay Vavricek, Mayor

Attest:

Nicki Stoltenberg, Assistant to the City Administrator

Approved as to Form	☐ _____
October 10, 2014	☐ City Attorney



City of Grand Island

Tuesday, October 14, 2014

Council Session

Item G-12

#2014-318 – Approving Revisions to the City Personnel Rules

Staff Contact: Robert Sivick

Council Agenda Memo

From: Robert Sivick, City Attorney
Meeting: October 14, 2014
Subject: Consideration of Amending the City Personnel Rules
Item #'s: G-12
Presenter(s): Robert Sivick, City Attorney

Background

The Personnel Rules provide the general rules with which employees are to conduct themselves as well as an outline of City benefits. It is updated from time to time as needed. The last Personnel Rules update was November 13, 2012.

Discussion

The changes that are being proposed for Council consideration are intended to provide consistency among the majority of the employee groups. The employees directly impacted by these changes are the non-union employees. The following changes are items that the Council has approved in several of the labor agreements that have been recently entered into. The three proposed changes to bring consistency are as follows: Add Martin Luther King Jr. Day to the list of holidays recognized by the City, reduce the number of personal days by one to accommodate the addition of the holiday and increase the bi-lingual pay that employees may be eligible to receive to \$1,500 per year. The last change is merely a clarification that is the current practice in reference to vacation accruals.

As stated earlier, the proposed changes have been presented to Council and approved in several of the recent labor agreements. This action will allow consistency for the non-union employees. If approved, these changes will go into effect on October 15, 2014.

Alternatives

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

1. Move to approve

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

Recommendation

City Administration recommends that the Council approve the recommended changes to the Personnel Rules

Sample Motion

Move to approve changes to the Personnel Rules as of October 15, 2014.

CHAPTER FOUR

LEAVE POLICIES

Sec. 4.02 PAID HOLIDAYS

The City recognizes the following holidays as paid holidays and the dates that they will be observed on:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	
Christmas Day	December 25

When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday. The Mayor may designate such special holidays as circumstances merit.

Non-exempt regular full-time and part-time employees who are required to work on a holiday will be granted overtime pay for the time period worked. Regular part-time employees, who work an average of at least 30 hours per week, will be eligible for paid holidays on a prorated basis.

Temporary/Seasonal employees are not eligible for paid holidays, and if required to work on a holiday will be paid for the time worked at their normal rate of pay.

If a holiday occurs while an employee is on Worker's Compensation or other disability compensation, no credit for the holiday will be allowed. In order to receive pay for an observed holiday, an employee must not have been absent without pay on the workday immediately preceding or immediately following the holiday unless excused by his/her supervisor.

Employees in classifications that do not provide for overtime pay (exempt) shall receive annually a paid holiday to be known as a Convenience Day. The employee's supervisor must approve the date selected.

Sec. 4.03 VACATION LEAVE

Vacation leave must be used in not less than one-half hour increments.

All regular status full-time employees are eligible to take vacation leave as it is earned and will accrue vacation leave in bi-weekly increments in the following manner:

Years 1 through 4	10 working days
Years 5 through 6	15 working days
Years 7 through 8	16 working days
Years 9 through 10	17 working days
Years 11 through 12	18 working days
Year 13	19 working days
Years 14 through 19	20 working days
Years 20 through 24	21 working days
Year 25 and beyond	22 working days

Regular part-time status employees will accrue vacation at a prorated amount based on the average hours worked. [Employees who are promoted to full time from another status will accrue vacation based upon the full time status date.](#)

Temporary/seasonal employees are not eligible for paid vacations.

Directors will make every effort to grant requested vacation time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. Seniority will be considered when scheduling vacations within the department.

Each employee will take a period of vacation that allows him or her to be away from the workplace for a minimum of five consecutive work days which may include the use of personal leave. Holidays, which occur during an employee's vacation, do not count as vacation time.

Sec. 4.11 PERSONAL LEAVE

Personal leave must be used in not less than one-hour increments.

The City provides two non-cumulative personal leave days ~~each calendar year~~ to all full-time regular status employees that will be granted at the beginning of the calendar year and must be used by December 15th. Personal leave days are provided to employees to use in lieu of medical days for routine medical visits and to allow employees to take care of other personal business.

~~One personal leave day must be taken by June 15th and one personal leave day must be taken by December 15th. Prior approval of the Department Director is required for the days that are requested off.~~

~~In addition to two personal leave days, the City will provide one annual personal leave day that will be granted at the beginning of the calendar year and must be used by December 15th. Annual personal leave may not be taken in less than one hour increments.~~

CHAPTER 5

BENEFITS

Sec. 5.07 BILINGUAL PAY

Employees who are proficient in an approved second language will be paid \$1,500 per calendar year, payable in the second check in November. In order for an employee to collect bilingual pay, the employee must be actively employed in November. The Department Director will determine whether bilingual skills are needed based upon the interaction of the department with the public. If bilingual skills are needed, the Department Director will determine which languages are "approved" based upon the needs of the department as they relate to the demographics of Grand Island.

A test will be given by the Human Resources Department to test the proficiency of the employees in each approved language before an employee is eligible for bilingual pay. The bilingual test will measure, among other things, an employee's conversational ability.

Bilingual pay will be prorated based on the employee's average hours worked. An employee that is hired as an interpreter will not be eligible for bilingual pay.

RESOLUTION 2014-318

WHEREAS, the Grand Island City Council has decided to amend certain sections of Chapters Four and Five of the City of Grand Island Personnel Rules and Regulations,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that City of Grand Island Personnel Rules and Regulations be amended to read as follows:

Sec. 4.02 PAID HOLIDAYS

The City recognizes the following holidays as paid holidays and the dates that they will be observed on:

New Year's Day	January 1
<u>Martin Luther King, Jr. Day</u>	<u>Third Monday in January</u>
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	
Christmas Day	December 25

When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday. The Mayor may designate such special holidays as circumstances merit.

Non-exempt regular full-time and part-time employees who are required to work on a holiday will be granted overtime pay for the time period worked. Regular part-time employees, who work an average of at least 30 hours per week, will be eligible for paid holidays on a prorated basis.

Temporary/Seasonal employees are not eligible for paid holidays, and if required to work on a holiday will be paid for the time worked at their normal rate of pay.

If a holiday occurs while an employee is on Worker's Compensation or other disability compensation, no credit for the holiday will be allowed. In order to receive pay for an observed holiday, an employee must not have been absent without pay on the workday immediately preceding or immediately following the holiday unless excused by his/her supervisor.

Employees in classifications that do not provide for overtime pay (exempt) shall receive annually a paid holiday to be known as a Convenience Day. The employee's supervisor must approve the date selected.

Sec. 4.03 VACATION LEAVE

Vacation leave must be used in not less than one-half hour increments.

All regular status full-time employees are eligible to take vacation leave as it is earned and will accrue vacation leave in bi-weekly increments in the following manner:

Approved as to Form	by _____
October 10, 2014	City Attorney

Years 1 through 4	10 working days
Years 5 through 6	15 working days
Years 7 through 8	16 working days
Years 9 through 10	17 working days
Years 11 through 12	18 working days
Year 13	19 working days
Years 14 through 19	20 working days
Years 20 through 24	21 working days
Year 25 and beyond	22 working days

Regular part-time status employees will accrue vacation at a prorated amount based on the average hours worked. Employees who are promoted to full time from another status will accrue vacation based upon the full time status date.

Temporary/seasonal employees are not eligible for paid vacations.

Directors will make every effort to grant requested vacation time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. Seniority will be considered when scheduling vacations within the department.

Each employee will take a period of vacation that allows him or her to be away from the workplace for a minimum of five consecutive work days which may include the use of personal leave. Holidays, which occur during an employee's vacation, do not count as vacation time.

Sec. 4.11 PERSONAL LEAVE

Personal leave must be used in not less than one-hour increments.

The City provides two non-cumulative personal leave days ~~each calendar year~~ to all full-time regular status employees that will be granted at the beginning of the calendar year and must be used by December 15th. Personal leave days are provided to employees to use in lieu of medical days for routine medical visits and to allow employees to take care of other personal business.

~~One personal leave day must be taken by June 15th and one personal leave day must be taken by December 15th. Prior approval of the Department Director is required for the days that are requested off.~~

~~In addition to two personal leave days, the City will provide one annual personal leave day that will be granted at the beginning of the calendar year and must be used by December 15th. Annual personal leave may not be taken in less than one hour increments.~~

**CHAPTER 5
BENEFITS**

Sec. 5.07 BILINGUAL PAY

Employees who are proficient in an approved second language will be paid \$1,500 per calendar year, payable in the second check in November. In order for an employee to collect bilingual pay, the employee must be actively employed in November. The Department Director will determine whether bilingual skills are needed based upon the interaction of the department with the public. If bilingual skills are needed, the Department Director will determine which

languages are “approved” based upon the needs of the department as they relate to the demographics of Grand Island.

A test will be given by the Human Resources Department to test the proficiency of the employees in each approved language before an employee is eligible for bilingual pay. The bilingual test will measure, among other things, an employee’s conversational ability.

Bilingual pay will be prorated based on the employee’s average hours worked. An employee that is hired as an interpreter will not be eligible for bilingual pay.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 14, 2014.

Jay Vavricek, Mayor

Attest:

Nicki Stoltenberg, Assistant to the City Administrator



City of Grand Island

Tuesday, October 14, 2014

Council Session

Item H-1

Consideration of Request from Grand Island Public Schools for a Conditional Use Permit for Off Street Parking located at 1621 West Stolley Park Road and 2019 William Street

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

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, October 14, 2014

Council Session

Item I-1

**#2014-319 - Consideration of Approving a New Lease Agreement
with the Grand Generation Center**

Staff Contact: Robert Sivick

Council Agenda Memo

From: Robert J. Sivick, City Attorney

Meeting: October 14, 2014

Subject: Consideration of a Lease with Senior Citizens Industries, Inc. for the Grand Generation Center Building

Item #'s: I-1

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

Background

Since the 1970s the building located at 304 East Third Street in Grand Island has been used to provide a variety of services to the area's senior citizens. Presently it is owned by the City of Grand Island. Senior Citizens Industries, Inc. occupies the building and uses it to provides services to seniors within the structure and throughout the community.

The condition of the building and the present lease agreement have been a matter of public discussion for the last two years. The building had deteriorated to an alarming state and the lease in force did not reflect the reality of the situation.

Over the last few months the City Legal Department has met with representatives of Senior Citizens Industries, Inc. for the purpose of negotiating a lease agreement which would better reflect the reality of the building, the building's management, and the needs and concerns of both parties. The document before you for consideration this evening is the culmination of those efforts.

Discussion

In general terms the lease is on a year to year basis with each party being permitted to terminate the lease within sixty days of the end of the lease period or for a material breach at any time. It mandates the City is responsible for the maintenance of the building's exterior, parking lot, and HVAC, plumbing, and electrical systems. Senior Citizens Industries, Inc. is responsible for the regular day to day maintenance of the building.

With regard to appropriations for the City's responsibility to conduct necessary repairs and maintenance, that amount is capped at One Hundred Thousand Dollars annually.

Anything above that amount would require specific Council consideration and action. In addition, the City will maintain exclusive control over all aspects of procurement, performance, or contracting regarding those repairs and maintenance.

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

The City Administration recommends the Council approve Resolution 2014-319 which authorizes the Mayor to sign on behalf of the City the lease with Senior Citizens Industries, Inc. for the Grand Generation Center building.

Sample Motion

Move to approve Resolution 2014-319 which authorizes the Mayor to sign on behalf of the City the lease with Senior Citizens Industries, Inc. for the Grand Generation Center building.

LEASE AGREEMENT

This Agreement made by the City of Grand Island, Nebraska (City), and Senior Citizens Industries, Inc. (SCI) does hereby set forth the terms and conditions of a lease between the parties as follows:

I.

- A. The City owns the real property commonly known as 304 East Third Street, Grand Island, Hall County, Nebraska including all buildings, improvements, and the parking area located there (real property).

Legal description: All of Lots, 1,2,3,6,7,& 8,
the east 30' of lots 4 & 5,
Block 52,Original Town.

- B. The City agrees to lease the real property to SCI on a year to year basis with the lease term running concurrently with the City's fiscal year (October 1 to September 30). This lease shall commence on October 1, 2014 and the annual rental payment shall be One Dollar (\$1.00). This lease shall remain in effect until altered as agreed to by the parties in writing or termination of the lease pursuant to the procedures stated in paragraph IV of this Agreement

II.

- A. The City agrees to maintain the following features of the real property:

1. Building Exterior including Roof;
2. Parking Lot;
3. HVAC System;
4. Electrical System;
5. Plumbing; including the annual testing of backflow prevention devices.
6. Fire Sprinkler System; including annual testing.

- B. The City agrees the real property shall meet all current applicable code requirements, including but not limited to fire/life safety codes and the American with Disabilities Act.

- C. The City agrees to expend up to One Hundred Thousand Dollars (\$100,000.00) per lease term to meet its obligations listed in this paragraph. SCI shall inform the City of any necessary repairs but the City shall have exclusive control over all aspects of building improvements and/or maintenance and the expenditure of funds to do so.

III.

SCI agrees it is responsible for the real property to include but not limited to the following items:

- A. Day to day maintenance of the real property including Cleaning and trash removal;
- B. Lawn maintenance and removal of snow and ice;
- C. Unclogging toilets and sinks;
- D. Replacing light bulbs;
- E. Replacing HVAC filters;
- F. Cleaning grease traps;
- G. Cleaning gutters;
- H. Paying the pro rata share of the City's General Liability Insurance Policy covering buildings as determined by the City;
- I. Utilities; monthly service fees;
- J. Kitchen Hood Systems; annual test; and
- K. Allowing City officials to inspect the real property at least twice during the lease period with reasonable advanced notice.

IV.

- A. Either party may terminate this lease for cause for material breach of this Agreement. This Agreement shall not be terminated until the breaching party is provided written notice by the other party specifying why a breach has occurred, an opportunity is provided to cure the breach in no less than thirty (30) days, and the breaching party has not cured the breach upon the expiration of the stated period in the written notice.
- B. Either party may terminate this lease without cause at the termination of the lease period by providing the other party written notice of its intent to do so no less than sixty (60) days prior to the expiration of the lease period.

V.

The parties agree that if any provision of this Agreement is declared void or illegal by a Court of law, all other unaffected provisions shall remain in full force and effect.

VI.

The parties agree this document constitutes the entirety of the terms and conditions of this Agreement. This Agreement shall not be altered or modified in any way unless agreed to by all parties thereto, memorialized in writing, and executed by the parties.

Witness Our Hands:

THE CITY OF GRAND ISLAND

Date

By _____
Jay Vavricek, Mayor

SENIOR CITIZENS INDUSTRIES, INC.

Date

By _____

RESOLUTION 2014-319

WHEREAS, the building located at 304 East Third Street is owned by the City of Grand Island and presently leased to Senior Citizens Industries, Inc. for the purpose of providing a variety of services to the area's senior citizens; and

WHEREAS, a new lease agreement was necessary to better reflect the reality of the situation and the responsibilities and needs of both the City and Senior Citizens Industries, Inc.; and

WHEREAS, the City Legal Department has negotiated a lease that has been approved by Senior Citizens Industries, Inc. and that lease is also in the best interests of the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is authorized to sign on behalf of the City the lease agreement with Senior Citizens Industries, Inc. for the Grand Generation Center building located at 304 East Third Street.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 14, 2014.

Jay Vavricek, Mayor

ATTEST:

Nicki Stoltenberg, Assistant to the City Administrator

Approved as to Form	☒ _____
October 10, 2014	☒ City Attorney



City of Grand Island

Tuesday, October 14, 2014

Council Session

Item I-2

**#2014-307 - Consideration of Council President Haase's Request
the Council Override the Mayor's Veto for Assessments for Water
Main District 458T, Platte Valley Industrial Park - East**

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

Staff Contact:

RaNae Edwards

From: Council C Haase
Sent: Sunday, October 05, 2014 4:16 PM
To: RaNae Edwards; Electeds
Subject: Agenda Request for October 14th to override the Mayor Veto's

RaNae,

I request the Mayor Veto's (provided 9/30) on the 9/23/2014 agenda items 2014-BE-6, 2014-BE-7 and resolutions 2014-307, and 2014-308, relating to the Platte Valley Industrial Park - East, Water Main Dist 458T and Sanitary Sewer Dist 527T be placed on the October 14, 2014 agenda for the Council consideration of overriding the Mayor's Veto's on the 4 items listed above.

Please consider this to be in compliance with the process identified in Resolution 2009-59.

Respectfully Submitted,

Chuck Haase, City Council President

From: RaNae Edwards
Sent: Tuesday, September 30, 2014 10:04 AM
To: Electeds
Subject: Mayor Veto

Please see attached information regarding the Mayor's veto.

RaNae Edwards
City Clerk
City of Grand Island
100 East First Street
Grand Island, NE 68801
(308) 385-5444 Ext. 111
redwards@grand-island.com
www.grand-island.com
[facebook](#)
[twitter](#)

RESOLUTION 2014-307

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the special benefits as determined by Resolution 2014-BE-6 shall not be levied as special assessments but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6,103 R.R.S. 1943. A connection fee in the amount of the benefit identified below accruing to each property in the district shall be paid to the City of Grand Island at the time such property becomes connected to the water main. No property benefited as determined by this resolution shall be connected to the water main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

According to the front foot and area of the respective lots, tracts, and real estate within such Water Main District No. 458T, such benefits are the sums set opposite the several descriptions as follows:

Name	Parcel Number	Description	Connection Fee
Blattner Family Trust 10 Trailwood Creek Lufkin TX 75901	400209217	Beginning at the intersection of the northerly right-of-way line of Wildwood Drive and the easterly right-of-way line of the River Industrial Lead Railroad, formerly known as the St. Joseph Branch of the Union Pacific Railroad; thence northerly, along the said easterly right-of-way line of the River Industrial Lead Railroad, a distance of two hundred sixty seven and thirteen hundredths (267.13) feet; thence easterly and three hundred (300.0) feet parallel with the southerly line of the Southwest Quarter of the Southeast Quarter (SW ¼, SE ¼,) of Section Five (5), Township Ten (10) North, Range Nine (9) West, a distance of one thousand two hundred sixty seven and two hundredths (1,267.02) feet to a point on the easterly line of the Southwest Quarter of the Southeast Quarter (SW ¼, SE ¼), of said Section Five (5), thence southerly along the easterly line of the Southwest Quarter of the Southeast Quarter (SW ¼, SE	\$24,639.94

Approved as to Form ✕ _____
October 10, 2014 ✕ City Attorney

		¼) of said Section Five (5), a distance of two hundred sixty seven and fourteen hundredths (267.14) feet to a point on the northerly right-of-way line of said Wildwood Drive; thence westerly along the northerly right-of-way line of said Wildwood Drive, a distance of one thousand two hundred sixty seven and twenty six hundredths (1,267.26) feet to the said Point of Beginning. Except that part deeded to the City of Grand Island for a Railroad Spur Line described in Instrument #78-007701(See attached) recorded in the Hall County, Nebraska Register of Deeds Office.	
Grand Island Area Economic Development PO Box 1151 Grand Island NE 68802-1151	400209225	Beginning at the intersection of the northerly right-of-way line of Wildwood Drive and the westerly right-of-way line Blaine Street; thence westerly along the northerly right-of-way line of said Wildwood Drive, a distance of one thousand two hundred eighty seven and sixty seven hundredths (1,287.67) feet to a point on the westerly line of the Southeast Quarter of the Southeast Quarter (SE ¼, SE ¼) of Section Five (5), Township Ten (10) North, Range Nine (9) West; thence northerly along the westerly line of the Southeast Quarter of the Southeast Quarter (SE ¼, SE ¼) of said Section Five (5), a distance of two hundred eighty seven and fourteen hundredths (287.14) feet; thence easterly and three hundred (300.0) feet parallel with the southerly line of the Southeast Quarter of the Southeast Quarter (SE ¼, SE ¼) of said Section Five (5), a distance of one thousand twenty and fifty three hundredths (1,020.53) feet; thence northerly and three hundred (300.0) feet parallel with the easterly line of the Southeast Quarter of the Southeast Quarter (SE ¼, SE ¼) of said Section Five (5), a distance of one thousand twenty and fifty three hundredths (1,020.53) feet to a point on the northerly line of the Southeast Quarter of the Southeast Quarter (SE ¼, SE ¼) of said Section Five (5); thence easterly along the northerly line of the Southeast Quarter of the Southeast Quarter (SE ¼, SE ¼) of said Section Five (5), a distance of two hundred sixty seven and fourteen hundredths (267.14) feet to a point on the westerly right-of-way line of said Blaine Street; thence southerly along the westerly right-of-way line of said Blaine Street, a distance of one thousand two hundred eighty seven and sixty seven (1,287.67) feet to the northerly right-of-way line of Wildwood Drive being the said Point of Beginning.	\$55,398.03
Grand Island Area Economic Development PO Box 1151 Grand Island NE 68802-1151	400209209 400209160	Beginning at a point on the westerly right-of-way line of Blaine Street, said point being one hundred fifty (150.0) feet south of the northerly line of the Northeast Quarter (NE ¼) of Section Five (5), Township Ten (10) North, Range Nine (9) West; thence southerly along the westerly right-of-way line of said Blaine Street, a distance of two thousand five hundred twenty nine and eighty seven hundredths (2,529.87) feet to a point on the northerly line of the North Half of the Southeast Quarter (N1/2, SE ¼) of said Section Five (5); thence continuing along the westerly right-of-way line of said Blaine Street, a distance of one thousand two hundred seventy and	\$81,742.29

		<p>sixteen hundredths (1,270.16) feet to a point on the southerly line of the North Half of the Southeast Quarter (N1/2, SE ¼) of said Section Five (5); thence westerly along the southerly line of the North Half of the Southeast Quarter (N1/2, SE ¼) of said Section Five (5), a distance of two hundred sixty seven and fourteen (267.14) feet; thence northerly and three hundred (300.0) feet parallel with the easterly line of the North Half of the Southeast Quarter (N1/2, SE ¼) of said Section Five (5), a distance of one thousand two hundred seventy two and six tenths (1,272.6) feet to a point on the southerly line of the Northeast Quarter (NE ¼) of said Section Five (5); thence continuing northerly and three hundred (300.0) feet parallel with the easterly line of the Northeast Quarter (NE ¼) of said Section Five (5), a distance of two thousand five hundred twenty seven and two hundredths (2,527.02) feet; thence easterly and one hundred fifty (150.0) feet parallel with the northerly line of the Northeast Quarter (NE ¼) of said Section Five (5), a distance of two hundred sixty seven and eight hundredths (267.08) feet to a point on the westerly right-of-way line of said Blaine Street being the said Point of Beginning.</p>	
<p>Charles H. Henderson Mary Alice Henderson, H/W 24 E Laurel Street Harrisonburg VA 22801</p>	400209047	<p>Beginning at the intersection of the easterly right-of-way line of Blaine Street and the southerly right-of-way line of Schimmer Drive; thence easterly along the southerly right-of-way line of said Schimmer Drive, a distance of two hundred sixty eight and twenty one hundredths (268.21) feet; thence southerly and three hundred (300.0) feet parallel with the westerly line of the Northwest Quarter (NW ¼) of Section Four (4), Township Ten (10) North, Range Nine (9) West, a distance of two thousand six hundred forty six and forty five hundredths (2,646.45) feet to a point on the southerly line of the Northwest Quarter (NW ¼) of said Section Four (4); thence westerly along the southerly line of the Northwest Quarter (NW ¼) of said Section Four (4), a distance of two hundred sixty seven and six hundredths (267.06) feet to a point on the easterly right-of-way line of said Blaine Street; thence northerly along the easterly right-of-way line of said Blaine Street, a distance of two thousand six hundred forty six and twenty three hundredths (2,646.23) feet to a point on the southerly right-of-way line of said Schimmer Drive being the said Point of Beginning.</p>	\$56,922.94
<p>Grand Island Area Economic Development PO Box 1151 Grand Island NE 68802-1151</p>	400209055	<p>Beginning at the intersection of the northerly right-of-way line of Wildwood Drive and the easterly right-of-way line of Blaine Street; thence northerly along the easterly right-of-way line of Blaine Street, a distance of two thousand five hundred fifty eight and ninety one hundredths (2,558.91) feet to a point on the northerly line of the Southwest Quarter (SW ¼) of said Section Four (4), Township Ten (10) North, Range Nine (9) West; thence easterly along the northerly line of the Southwest Quarter (SW ¼) of said Section Four (4), a distance of two hundred sixty seven and six hundredths (267.06) feet; thence southerly and three hundred (300.0) feet</p>	\$55,044.61

		parallel with the westerly line of the Southwest Quarter (SW ¼) of said Section Four (4), a distance of two thousand five hundred sixty one and twenty one hundredths (2,561.21) feet to a point on the northerly right-of-way line of said Wildwood Drive; thence westerly along the northerly right-of-way line of said Wildwood Drive, a distance of two hundred sixty seven and twelve hundredths (267.12) feet to a point on the easterly right-of-way line of said Blaine Street being the said Point of Beginning.	
Adeline M. Stelk 2659 West Wildwood Drive Grand Island NE 68801	400209241	Beginning at a point on the westerly right-of-way line of Blaine Street, said point being eighty three (83.0) feet south of the northerly line of the North Half of the Northeast Quarter (N1/2, NE1/4) of Section Eight (8), Township Ten (10) North, Range Nine (9) West; thence westerly and eighty three (83.0) feet parallel with the with the northerly line of the North Half of the Northeast Quarter (N1/2, NE1/4) of said Section Eight (8), a distance of one thousand seven hundred seven and fifty eight hundredths (1,707.58) feet to a point of curvature; thence running northwesterly along the arc of a curve whose radius is nine hundred eighty five and thirty seven hundredths (985.37) feet (the long chord of which deflects 11°50'33" right from the last described course), a long chord distance of three hundred fifteen and twenty four hundredths (315.24) feet to a point on the southerly right-of-way line of Wildwood Drive; thence westerly along the southerly right-of-way line of said Wildwood Drive, a distance of six hundred sixteen and sixty nine hundredths (616.69) feet to a point on the easterly line of the Northwest Quarter (NW1/4) of said Section Eight (8); thence continuing westerly along the southerly right-of-way line of said Wildwood Drive, a distance of fifty two and forty four hundredths (52.44) feet; thence southerly and parallel with the easterly line of the Northwest Quarter (NW1/4) of said Section Eight (8), a distance of two hundred sixty seven and ten hundredths (267.10) feet; thence easterly and three hundred (300.0) feet parallel with the northerly line of the Northwest Quarter (NW1/4) of said Section Eight (8), a distance of fifty two and forty four hundredths (52.44) feet to a point on the westerly line of the North Half of the Northeast Quarter (N1/2, NE1/4) of said Section Eight (8); thence continuing easterly and three hundred (300.0) feet parallel with the northerly line of the North Half of the Northeast Quarter (N1/2, NE1/4) of said Section Eight (8), a distance of two thousand five hundred ninety eight and forty six hundredths (2,598.46) feet to a point on the westerly right-of-way line of said Blaine Street; thence northerly along the westerly right-of-way line of said Blaine Street, a distance of two hundred seventeen and four hundredths (217.04) feet to the said Point of Beginning.	\$57,906.42
TOTAL All Connection Fees			\$331,654.23

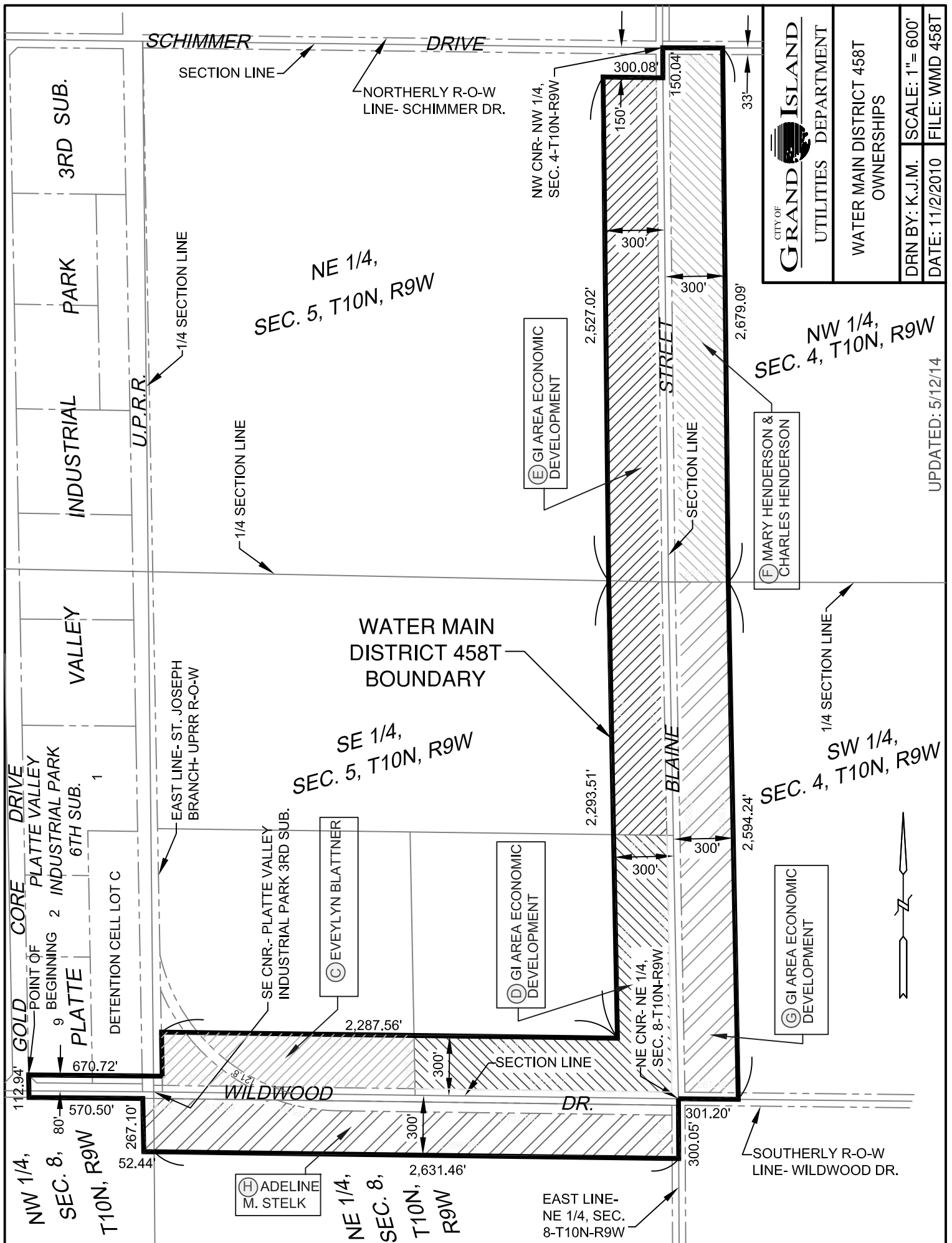
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Adopted by the City Council of the City of Grand Island, Nebraska, October 14, 2014.

Jay Vavricek, Mayor

Attest:

Nicki Stoltenberg, Assistant to the City Administrator



 CITY OF GRAND ISLAND UTILITIES DEPARTMENT WATER MAIN DISTRICT 458T OWNERSHIPS	DRN BY: K.J.M.	SCALE: 1" = 600'
	DATE: 11/2/2010	FILE: WMD 458T
	UPDATED: 5/12/14	

September 30, 2014

Members of the City Council,

With the authority entrusted to me as Mayor as provided in Grand Island City Code and Nebraska Law, I feel it is important to veto the policies approved September 23, 2014 concerning the assessments of personal property primarily owned by the Grand Island Area Economic Development Corporation (GIAEDC) and commonly referred to as Platte Valley Industrial Park East.

Therefore this veto pertains to the following: #2014-BE-6, #2014-BE-7, #2014-307 and #2014-308.

First, my history of supporting economic development in our community is well documented. I am proud of efforts leading to the Heartland Events Center, competing to become home of the Nebraska National Guard Aviation facility, legislative efforts to relocate and supporting the Nebraska State Fair to efforts supporting the passage of two LB 840 economic development elections.

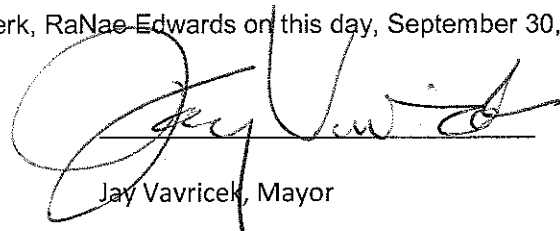
In the past four years, we can all take pride in promoting economic development success in many ways. Efforts that have led to extending the sanitary sewer lines to the Interstate, approving 19 tax increment financing proposals, redeveloping the former Aurora Coop County Industrial site, squelching railroad noise Downtown, insuring affordable housing starts, redevelopment related to the GI Mall, Five Points or along South Locust Street to gaining voter confidence to renew our City's LB 840 Economic Development Plan and yearly approval of GIAEDC annual funding requests to retain key employers.

So my objection to approving the policies from September 23, 2014 with respect to the assistance for the development of personal property pertain to the State's \$925,000 economic development grant – a substantial grant that funds 42 per cent of the City's development costs. Since we don't know the outcome of the grant's funding forgiveness, it is unreasonable and premature to set an assessment today when the City's costs may change in the future.

Secondly, we should guard the integrity of our City's LB 840 Economic Development Plan. If the State's grant requires reimbursement by the City of Grand Island, the funding is bound by our State's economic development laws and raises concerns of the ability to do so outside of LB 840. Based on consultations with the Nebraska League of Municipalities, the League shares in these concerns since the circumstances involved here have never been experienced in our State before.

Therefore, until the City's full costs are absolutely known to be true and accurate pending the grant's successful resolution, deferring assessments would be more reasonable to do. This would also insure the City does not compromise the funding limitations and the approval process in our voter approved LB840 Economic Development Plan.

This veto has been delivered and certified by the City Clerk, RaNae Edwards on this day, September 30, 2014.


Jay Vavricek, Mayor

ATTEST:



RaNae Edwards, City Clerk

9-30-14

Date

**Platte Valley Industrial Park East (PVIP-E)
Development Understanding
Chronology of Events**

- **9/9/2008:** City Council approves application on behalf of GIAEDC for Phase 1, CDBG \$75K planning study to study Cornhusker Army Ammunition Park (CAAP) for economic site development. \$75K dollar for dollar match from GIAEDC.
- **11/4/2008:** City of Grand Island was awarded Phase 1, CDBG \$75K grant.
- **1/13/2009:** City Council approves “Planning Services Agreement” outlining GIAEDC/City responsibilities of Phase 1, CDBG \$75K grant.
 - City provides Certified Grant Administration and distribution of grant funds.
 - GIAEDC provides scope of work performance and agrees to hold City harmless and reimburse City for any sums City is obligated to return to NEDED out of failure of GIAEDC to perform the conditions of the contract or failure of the project to meet the CDBG required national objective whether or not the failure to meet the national objective was caused by the act or omission of GIAEDC
- **5/10/2010:** NEDED informs GIAEDC study results indicate CAAP is not eligible for Phase 2, \$925K grant but will accept a proposal for PVIP-E as the alternative site for Phase 2 grant. The study contributed to the later decision by the GIAEDC to divest of the majority of its holdings at the CAAP.
- **7/20/2010:** Citizens Advisory Review Committee approves GIAEDC application for \$575K LB-840 Funding to be used as part of match for intent to apply for Phase 2 CDBG \$925K grant.
- **7/27/2010:** City Council approves \$575K, LB-840 Funding with understanding Phase 2 CDBG \$925K will be applied for at NEDED and “Planning Services Agreement” outlining GIAEDC/City responsibilities for phase 2, CDBG \$925K will come forward to City Council. The “Planning Services Agreement” was never brought forward to City Council.

**Platte Valley Industrial Park East (PVIP-E)
Development Understanding
Chronology of Events**

- **10/26/2010:** City Council approves application for Phase 2, CDBG, \$925K infrastructure economic development grant on behalf of GIAEDC for PVIP-E.

- **11/23/2010:** City Council approved formation of a tap district for both the water and sewer infrastructure at the PVIP-E. This was manner in which the City would be reimbursed for the \$600k it spent out of the Utility Enterprise Funds to put the infrastructure in place.

- **3/25/2011:** City receives grant contract awarded from NEDED \$925K grant.

- **5/12/2014:** Meeting at the request of NEDED regarding progress toward meeting \$925K grant requirements. Attendees included the City and GIAEDC.

- **6/17/2014:** Council study session update in preparation for negotiation of a “Planning Services Agreement”

- **8/14/2014:** Citizens Review Committee was updated on the status of the \$925 grant.

- **8/21/2014:** City Council determined a “Planning Services Agreement” was not necessary

- **9/23/2014:** Board of Equalization sat and set assessments.

- **10/1/2014:** Mayoral veto occurred.



City of Grand Island

Tuesday, October 14, 2014

Council Session

Item I-3

**#2014-308 - Consideration of Council President Haase's Request
the Council Override the Mayor's Veto for Assessments for
Sanitary Sewer District 527T; Platte Valley Industrial Park-East**

This item relates to the aforementioned Board of Equalization item D-2.

Staff Contact:

RaNae Edwards

From: Council C Haase
Sent: Sunday, October 05, 2014 4:16 PM
To: RaNae Edwards; Electeds
Subject: Agenda Request for October 14th to override the Mayor Veto's

RaNae,

I request the Mayor Veto's (provided 9/30) on the 9/23/2014 agenda items 2014-BE-6, 2014-BE-7 and resolutions 2014-307, and 2014-308, relating to the Platte Valley Industrial Park - East, Water Main Dist 458T and Sanitary Sewer Dist 527T be placed on the October 14, 2014 agenda for the Council consideration of overriding the Mayor's Veto's on the 4 items listed above.

Please consider this to be in compliance with the process identified in Resolution 2009-59.

Respectfully Submitted,

Chuck Haase, City Council President

From: RaNae Edwards
Sent: Tuesday, September 30, 2014 10:04 AM
To: Electeds
Subject: Mayor Veto

Please see attached information regarding the Mayor's veto.

RaNae Edwards
City Clerk
City of Grand Island
100 East First Street
Grand Island, NE 68801
(308) 385-5444 Ext. 111
redwards@grand-island.com
www.grand-island.com
[facebook](#)
[twitter](#)

RESOLUTION NO. 2014-308

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the special benefits as determined by Resolution No. 2014-BE-7 shall not be levied as special assessments but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6, 103 R.R.S. 1943. A connection fee in the amount of the benefit identified below accruing to each property in the district shall be paid to the City of Grand Island at the time such property becomes connected to the sanitary sewer main. No property benefited as determined by this resolution shall be connected to the sanitary sewer main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

According to the front foot and area of the respective lots, tracts, and real estate within such Sanitary Sewer Main District No. 527T, such benefits are the sums set opposite the several descriptions as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
<u>Sanitary Sewer District No. 527T</u>		
Blattner Family Trust	Part SW 1/4, SE 1/4, Section 5, T-10-N, R-9-W Platte Valley Industrial Park Third Subdivision	\$ 47,526.22
Grand Island Area Economic Development Corporation	Part SE 1/4, SE 1/4, Section 5, T-10-N, R-9-W Platte Valley Industrial Park Third Subdivision	\$ 53,934.15
Grand Island Area Economic Development Corporation	Part N 1/2, SE 1/4, Section 5, T-10-N, R-9-W Platte Valley Industrial Park Third Subdivision	\$ 53,092.65
Grand Island Area Economic Development Corporation	Part W 1/2, NE 1/4, Section 5, T-10-N, R-9-W Platte Valley Industrial Park Third Subdivision	\$ 53,809.19
Grand Island Area Economic Development Corporation	Part E 1/2, NE 1/4, Section 5, T-10-N, R-9-W W 53-1/3 Platte Valley Industrial Park Third Subdivision	\$ 35,330.23

Approved as to Form ☐ _____
October 10, 2014 ☐ City Attorney

Grand Island Area Economic
Development Corporation

Part E 1/2, NE 1/4, Section 5, T-10-N, R-9-W
E 26-2/3
Platte Valley Industrial Park Third Subdivision

\$ 17,776.35

TOTAL

\$261,468.80

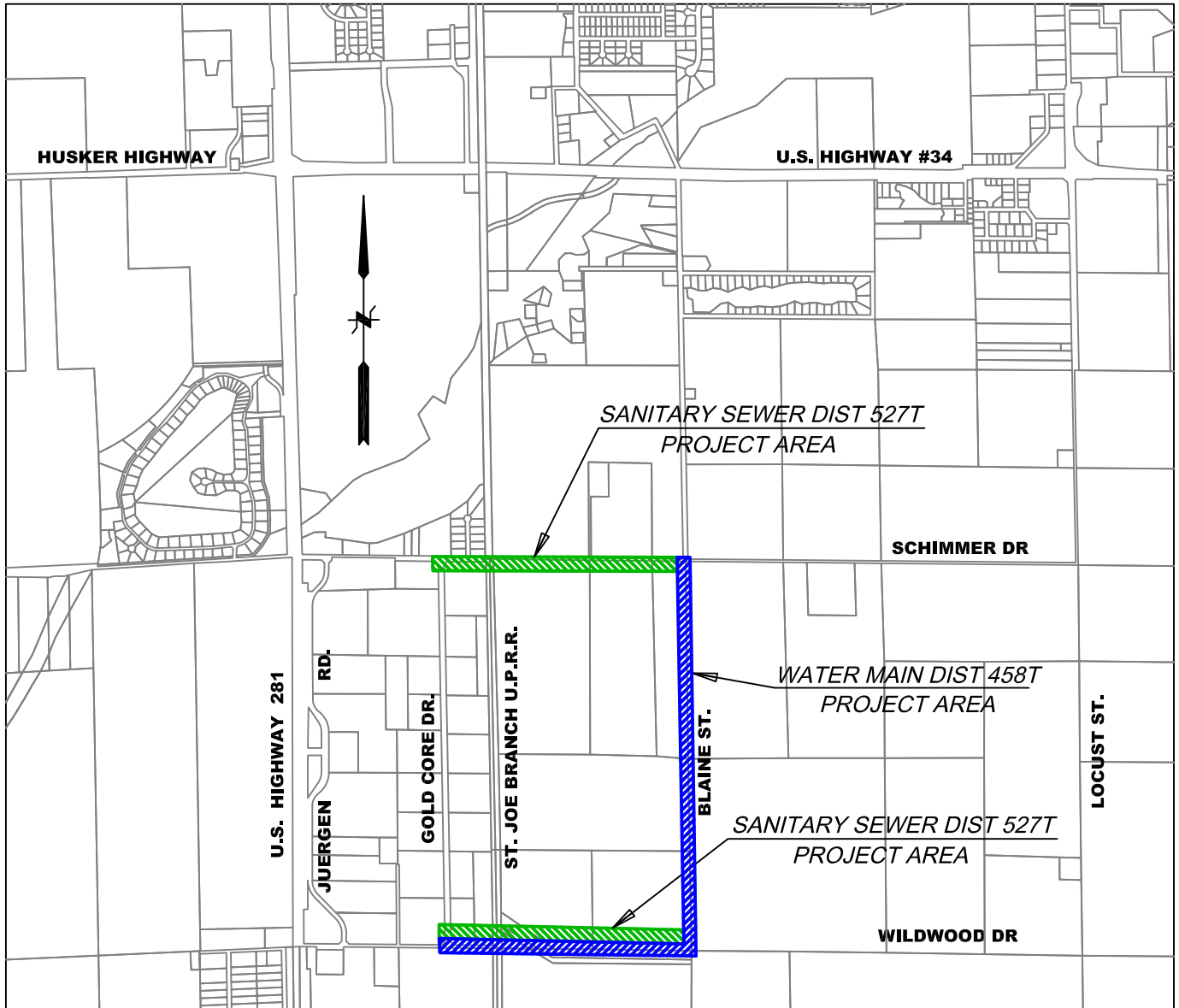
Adopted by the City Council of the City of Grand Island, Nebraska, September 23, 2014.

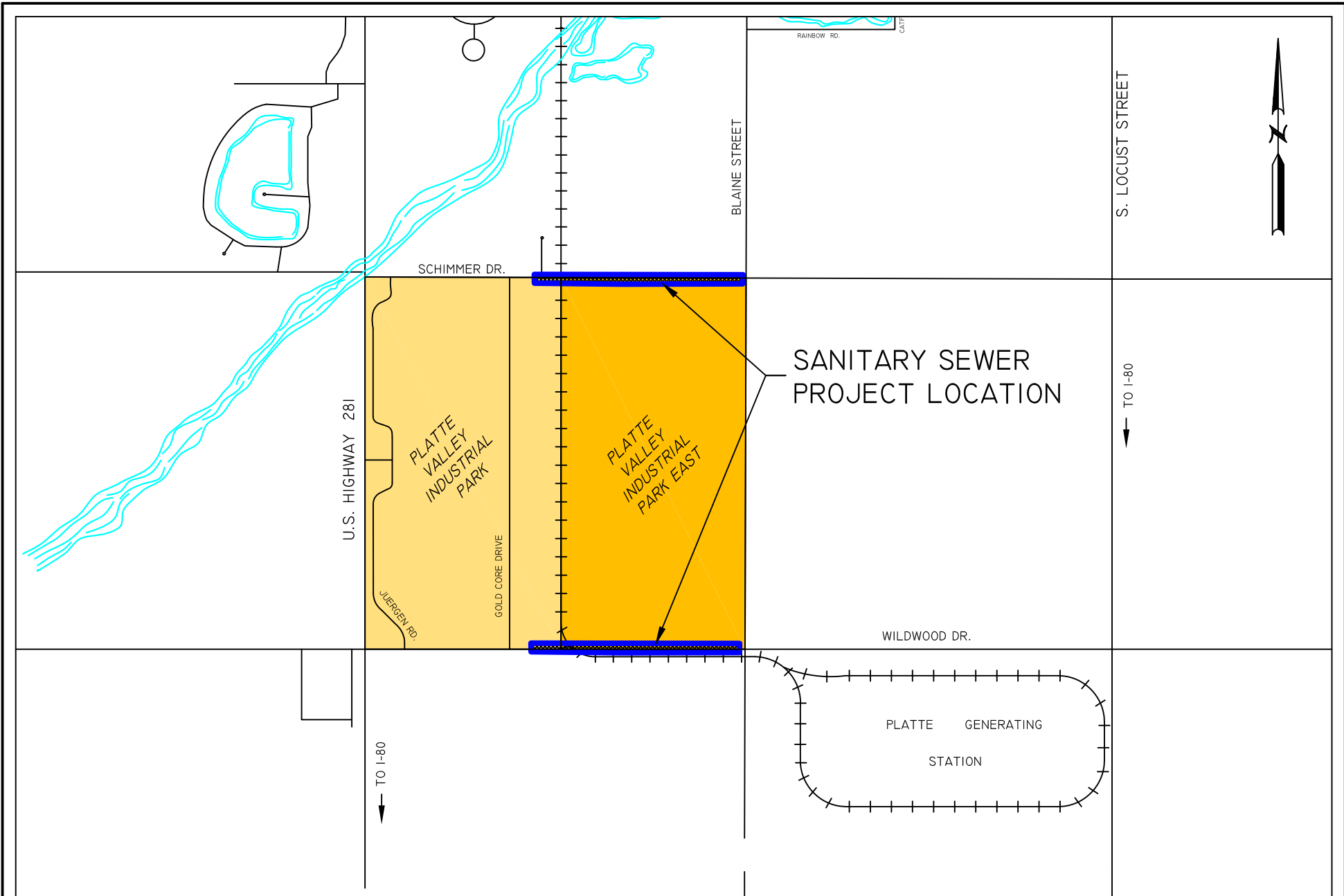
Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

LOCATION MAP





September 30, 2014

Members of the City Council,

With the authority entrusted to me as Mayor as provided in Grand Island City Code and Nebraska Law, I feel it is important to veto the policies approved September 23, 2014 concerning the assessments of personal property primarily owned by the Grand Island Area Economic Development Corporation (GIAEDC) and commonly referred to as Platte Valley Industrial Park East.

Therefore this veto pertains to the following: #2014-BE-6, #2014-BE-7, #2014-307 and #2014-308.

First, my history of supporting economic development in our community is well documented. I am proud of efforts leading to the Heartland Events Center, competing to become home of the Nebraska National Guard Aviation facility, legislative efforts to relocate and supporting the Nebraska State Fair to efforts supporting the passage of two LB 840 economic development elections.

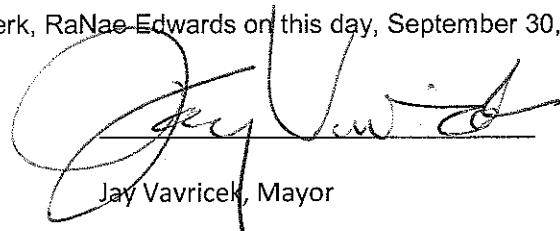
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Jay Vavricek, Mayor

ATTEST:



RaNae Edwards, City Clerk

9-30-14

Date

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City of Grand Island

Tuesday, October 14, 2014

Council Session

Item I-4

#2014-309 - Consideration of Approving Agreement with the Clean Community Systems

Staff Contact: Robert Sivick

Council Agenda Memo

From: Stacy R. Nonhof, Assistant City Attorney

Meeting: October 14, 2014

Subject: Agreement with Grand Island Area Clean Community System

Item #'s: I-4

Presenter(s): Robert Sivick, City Attorney

Background

As part of the FY 2014-15 annual budget that was approved on September 9, 2014, an appropriation of \$20,000.00 to Grand Island Area Clean Community System was made. Prior to any monies being paid out to Grand Island Area Clean Community System, an Agreement is needed to specify the obligations of each party and payment terms.

Discussion

The Legal Department drafted a proposed Agreement and submitted it to Clean Community System for approval. The Executive Director and Board of Directors for Clean Community System have approved the proposed Agreement. Some of the obligations of CCS are: develop and print 20,000 utility bill inserts one to two times per year on environmental issues; develop and print 20,000 recycling brochures annually, updating recycling opportunities in Grand Island; provide and maintain information on environmental/recycling issues and concerns; provide consulting services to implement integrated solid waste plans; conduct presentations on environmental issues and concerns to school groups, civic organizations and governmental agencies; and secure grant funding on an annual basis to provide household hazardous waste collection and disposal services for the citizens of Grand Island. The full Agreement is attached for your review.

The City will pay CCS on a quarterly basis and not the full amount up front as has been done in the past. Both parties have the right to terminate this agreement now upon 60 days written notice.

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 Resolution 2014-309 authorizing the City of Grand Island to enter into the Agreement with Grand Island Area Clean Community System.

Sample Motion

Move to approve Resolution 2014-309.

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2014, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as “City”, and **GRAND ISLAND AREA - CLEAN COMMUNITY SYSTEM**, hereinafter referred to as “CCS”.

WHEREAS, the City is authorized to establish and provide for the support of any service, facility, or system required by the Integrated Solid Waste Management Act pursuant to the authority of Section 13-2021 of the Nebraska Revised Statutes, as amended; and

WHEREAS, the Integrated Solid Waste Management Act requires the implementation of a solid waste management plan to provide for a local waste reduction and recycling program; and

WHEREAS, the CCS actively educates the public on recycling and solid waste and other environmental issues, and provides an educational resource center on such issues; and

WHEREAS, the City desires to and the City Council has approved such expenses within the 2014-2015 fiscal year's budget adopted by City Council on September 9, 2014 to contract with CCS to perform certain services associated with environmental, solid waste and recycling matters.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and the CCS agree as follows:

1. **RESPONSIBILITIES.** The CCS agrees to perform the following services pursuant to this agreement:

(A) Develop and print 20,000 utility bill inserts one to two times per year on environmental issues.

(B) Develop and print 20,000 recycling brochures annually, updating recycling opportunities in Grand Island.

(C) Work with local recyclers to identify public misunderstanding of existing recycling programs. Assist in providing public education to maximize recycling program use and minimize problems.

(D) Foster and support corridor litter controls and beautification groups and organizations.

(E) Provide and maintain information on environmental/recycling issues and concerns.

(F) Provide consulting services to implement integrated solid waste plans.

(G) Endorse and encourage recycling through educational presentations.

(H) Conduct presentations on environmental issues and concerns to school groups, civic organizations and governmental agencies.

(I) Coordinate community clean-ups with the City of Grand Island Solid Waste Superintendent.

(J) Work with the Solid Waste Superintendent to collect and evaluate recycling/diversion data from local recyclers.

(K) Secure grant funding on an annual basis to provide household hazardous waste collection and disposal services for the citizens of Grand Island.

2. COMPENSATION. In consideration of the CCS performing the services provided for in this agreement, the City agrees to pay the CCS Twenty Thousand and No/100 Dollars (\$20,000.00). Payment shall be made in four (4) quarterly installments of Five Thousand and No/100 (\$5,000.00) with the first installment due and payable upon execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

3. TERM. This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2015.

4. LIMITATION. CCS hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated herein.

5. TERMINATION. Either party may terminate this contract upon sixty (60) days written notice to the other party.

6. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the City and CCS notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

By: _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

GRAND ISLAND AREA - CLEAN
COMMUNITY SYSTEM

By: _____
Debra Larson, Executive Director

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Debra Larson, Executive Director for the Grand Island Area - Clean Community System, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

Notary Public

RESOLUTION 2014-309

WHEREAS, the City of Grand Island approved an appropriation of Twenty Thousand and No/100 Dollars (\$20,000.00) to Grand Island Area Clean Community System in the FY 2014-15 budget; and

WHEREAS, the City Of Grand Island and Grand Island Area Clean Community System have reached an Agreement for services and payment; and

WHEREAS, Grand Island Area Clean Community System has executed said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement with Grand Island Area Clean Community System.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 14, 2014.

Jay Vavricek, Mayor

Attest:

Nicki Stoltenberg, Assistant to the City Administrator

Approved as to Form ² October 10, 2014	_____ City Attorney
--	------------------------



City of Grand Island

Tuesday, October 14, 2014

Council Session

Item J-1

Approving Payment of Claims for the Period of September 24, 2014 through October 14, 2014

The Claims for the period of September 24, 2014 through October 14, 2014 for a total amount of \$5,881,539.17. A MOTION is in order.

Staff Contact: Jaye Monter, Finance Director