
City of Grand Island



Tuesday, March 28, 2006

Council Session Packet

City Council:

Carole Cornelius
Peg Gilbert
Joyce Haase
Margaret Hornady
Robert Meyer
Mitchell Nickerson
Don Pauly
Jackie Pielstick
Scott Walker
Fred Whitesides

Mayor:

Jay Vavricek

City Administrator:

Gary Greer

City Clerk:

RaNae Edwards

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

Call to Order

Invocation - Reverend Daniel 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.

MAYOR COMMUNICATION

This is an opportunity for the Mayor to comment on current events, activities, and issues of interest to the community.



City of Grand Island

Tuesday, March 28, 2006

Council Session

Item C1

Proclamation "Baby Blues Week" March 26 to April 1, 2006

Teenage pregnancies have an effect on both mothers and infants for lifelong social and economic disadvantages. The Student Advisory Board of the Saint Francis Medical Center Student Wellness Center would like to provide education and information to students on the consequences of teen parenting. The Mayor has proclaimed the week of March 26th to April 1st, 2006 as "Baby Blues Week". See attached PROCLAMATION.

Staff Contact: RaNae Edwards

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

PROCLAMATION

WHEREAS, pregnancies that occur during adolescence place both mothers and infants at risk for lifelong social and economic disadvantages; and

WHEREAS, 10.7 to 19.3 percent of all births were to teen girls in Hall County in 1993-1997; and

WHEREAS, only one-third of teen mothers receive a high school diploma; and

WHEREAS, only 1.5 percent of teen mothers earn a college degree; and

WHEREAS, the children of teenage parents have lower birth weights, are more likely to perform poorly in school, are at greater risk of abuse and neglect, are more likely to end up in prison, and are more likely to become parents themselves; and

WHEREAS, the Student Advisory Board of the Saint Francis Medical Center Student Wellness Center would like to provide education and information to their fellow students on the consequences of teen parenting.

NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the week of March 26th to April 1st, 2006 as

“BABY BLUES WEEK”

in the City of Grand Island, and encourage all citizens to support this worthy goal in increasing awareness and education of our city’s adolescents on the consequences of teen parenting.

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 28, 2006

Council Session

Item C2

Proclamation "Autism Awareness Month" April 2006

A severe, life-long development disability, resulting in the significant impairment of an individual's ability to learn, develop appropriate social skills, and understand verbal, non-verbal, and reciprocal communication, Autism affects one out of every 250 babies born today. The Mayor has proclaimed the month of April, 2006 as "Autism Awareness Month" in Grand Island and encourages a greater recognition and understanding of Autism. See attached PROCLAMATION.

Staff Contact: RaNae Edwards

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

PROCLAMATION

WHEREAS, autism spectrum disorder is the third most common developmental disability; and

WHEREAS, autism spectrum disorder is a severely incapacitating, lifelong developmental disability, resulting in significant impairment of an individual's ability to learn, develop healthy interactive behaviors, and understand verbal, nonverbal, and reciprocal communication; and

WHEREAS, although a cure for autism spectrum disorder has not been found, accurate, early diagnosis and the resulting appropriate education and intervention can help persons with autism spectrum disorder reach their maximum potential; and

WHEREAS, the Grand Island support group of the Autism Society of Nebraska and other support groups are advocates for the rights, humane treatment, and appropriate education of all persons with autism spectrum disorder; and

WHEREAS, the annual observance of Autism Awareness Month educates families, professionals, and the general public to better understand this lifelong disability.

NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the month of April, 2006 as

“AUTISM AWARENESS MONTH”

throughout the City of Grand Island, and encourage all Grand Islanders to work together to ensure that individuals with autism spectrum disorder are accurately diagnosed and appropriately treated throughout their lives.

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 28, 2006

Council Session

Item E1

Public Hearing on Request of Grand Island Venue I, Inc. dba Copa Cabana, 2850 Old Fair Road for a Class "C" Liquor License

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: March 28, 2006

Subject: Public Hearing on Request of Venue I, Inc. dba Copa Cabana, 2850 Old Fair Road for a Class “C” Liquor License

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

Presenter(s): RaNae Edwards, City Clerk

Background

William A. Francis representing Venue I, Inc. dba Copa Cabana, 2850 Old Fair Road has submitted an application for a Class “C” Liquor License. A Class “C” Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city.

Discussion

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all licenses. This application has been reviewed by the Clerk, Building, Fire, Health, and Police Departments. Attached is the Police Department’s background investigation and recommendation. Not all inspections have been completed.

Along with this license is the application for a Liquor Manager designation by Tonia Reeser, 2412 West 6th Street. This application has been reviewed by the Police Department and City Clerk’s Office. Approval is recommended contingent upon the issuance of the liquor license and a state approved alcohol server/seller training program.

Alternatives

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

1. Approve the application and liquor manager designation
2. Forward to the Nebraska Liquor Control Commission with no recommendation.

3. Forward to the Nebraska Liquor Control Commission with recommendations.
4. Deny the application.

Recommendation

Based on the Nebraska Liquor Control Commission's criteria for the approval of Liquor Licenses, City Administration recommends that the Council approve the application of Venue I, Inc. dba Copa Cabana, 2850 Old Fair Road for a Class "C" Liquor License contingent upon final inspections.

Approve the application for a Liquor Manager designation for Tonia Reese, 2412 West 6th Street contingent upon issuance of the liquor license for Copa Cabana with the stipulation that Ms. Reese complete a state approved alcohol server/seller training program.

Sample Motion

Move to approve the application of Venue I, Inc. dba Copa Cabana, 2850 Old Fair Road for a Class "C" Liquor License for failure to complete inspections contingent upon final inspections and approve the application for a Liquor Manager designation for Tonia Reese, 2412 West 6th Street contingent upon issuance of the liquor license for Copa Cabana with the stipulation that Ms. Reese complete a state approved alcohol server/seller training program.



**INTEROFFICE
MEMORANDUM**
Police Department

*Working Together for a
Better Tomorrow. Today.*

DATE: February 23, 2006

TO: RaNae Edwards, City Clerk

FROM: Brad Brush, Lt., Grand Island Police Department

RE: Liquor Manager Designation Application and Retail Corporation
Liquor License for Copa Cabana, 2850 Old Fair Rd and Tonia Reeser

The Grand Island Police Department is in receipt of an application from Tonia Reeser for a Liquor Manager Designation for Copa Cabana and an application for Retail Corporation Liquor License for Copa Cabana, 2850 Old Fair Road.

The application for the Liquor Manager and the application for the liquor license itself are technically false applications, due to failure to report all convictions. However the convictions, if duly reported, would not disqualify either applicant(s).

The Grand Island Police Department has concerns about Guillermo Calderon's unlawful activities both in California and Central Nebraska, however all of the incidents found occurred over 14 years ago.

The police department's recommendation is to accept this Liquor Manager Designation Application in the name of Tonia Reeser, as well as the Liquor License application for the business, Copa Cabana, 2850 Old Fair Rd., Grand Island, NE 68803.

BB/rkk

A handwritten signature in cursive script, appearing to read "Lt. Brad Brush".

03/23/06
12:20

Grand Island Police Dept.
LAW INCIDENT TABLE

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City : Grand Island
Occurred after : 14:13:42 03/08/2006
Occurred before : 14:13:42 03/08/2006
When reported : 14:13:42 03/08/2006
Date disposition declared : 03/21/2006
Incident number : L06031000
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License Investigation
Incident address : 2850 Old Fair Rd
State abbreviation : NE
ZIP Code : 68803
Contact or caller : capt Falldorf
Complainant name number :
Area location code : PCID Police - CID
Received by : Brush B
How received : T Telephone
Agency code : GIPD Grand Island Police Department
Responsible officer : Brush B
Offense as Taken :
Offense as Observed :
Disposition : CLO Closed Case
Misc. number :
Geobase address ID :
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status :

INVOLVEMENTS:

| Px | Record # | Date | Description | Relationship |
|----|----------|------|----------------------------|--------------------|
| NM | C34 | | Francis, William A | reg agent |
| NM | 8526 | | OConnor, Raymond | owner/shareholder |
| NM | 13439 | | OConnor, Jennifer S | owner/shareholder |
| NM | 66633 | | Calderon, Eliseo | owner/shareholder |
| NM | 69803 | | Calderon, Guillermo Manuel | owner/shareholder |
| NM | 71619 | | Quezada, Lorena | proposed mgr |
| NM | 81274 | | Reeser, Tonia A A | liq mgr appl |
| NM | 108249 | | Calderon, Jessica | wife of Eliseo |
| NM | 111279 | | Copa Cabana, | business mentioned |

LAW INCIDENT NARRATIVE:

Request for assessment & recommendation-Liquor Manager Designation Application and Retail Corporation Liquor License.

The Liquor Manager Designation Applicant's name is Tonia Reeser Business-Copa Cabana, 2850 Old Fair Rd, GI, NE 68803.

Applicant answered "NO" to the question in reference to violations. In NCJIS database I found the applicant had three (3) infraction convictions.

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Grand Island Police Dept.
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TONIA REESER: three (3) infraction convictions;
Guilty by admit-Buffalo County-no vehicle ins., 08-06-96
Guilty by admit-Custer County-possession of marijuana 1 oz or less, 07-20-03
Guilty by admit-Adams County-speeding, 07-01-04

The applicant had filed a false application. I checked Tonia Reeser's criminal history through NCIC, but found no other convictions.

03-22-06 NSP Liquor License Enforcement Investigator, Lorri Rogers and I interviewed Tonia Reeser and later also Guillermo Calderon, both at the Copa Cabana.

Reeser did admit that she had been convicted of the three above charges. She advised that she had talked to someone, who she could not name, with NSP, who had advised her that she did not have to worry about anything that was not at least a class I misdemeanor or more serious charge.

Reeser described Guillermo Calderon's activities at the bar, when open, as;
"Watches the front door"
"Helps at the bar"
"Hires & Fires the security personnel"

Reeser described Eliseo Calderson's activities at the bar, when open, as
"Filing in for "Memo" (Guillermo's nickname), when Memo was not there.

Just as we were finishing the interview with Reeser, Guillermo Calderon arrived. During the subsequent interview, Guillermo Calderson described his activities at the bar, when open, as helping out when needed, arranging for the bands for entertainment and enclused serving drinks at the bar to customers.

Guillermo admitted to being being arrested for the following;
2 seperate incidents in California involving 2 different women of Domestic Violence. These would be the arrests found out of California in his criminal history through NCIC;

01-03-87, 273.5(A) PC-INFLICT CORPORAL INJ SPOUSE/COHAB
11-10-91, 273.5(A) PC-INFLICT CORPORAL INJ SPOUSE/COHAB

1 incident near Phillips, NE, Hamilton County. He and his brother were involved in shooting a gun in the air. This would be the aiding & abetting a 3rd Degree Assault, a Class I misdemeanor.

It was Guillermo Calderon's belief that because he only has 24 of the total 100 shares, it was not necessary to report his convictions. He indicated he had not intended to hide anything. He admitted that he had a bad temper when he was younger, but has matured and wants to do what is right and proper.

NSP Lorri Rogers advised both Reeser & Guillermo Calderon that due to the False Application, this would require a "Show Cause Hearing" with the State of Nebraska. Rogers went on to state that due to him only having 24 of the total 100 shares, it is Rogers understanding that all that effects is; He does not have to submit his finger prints or have back ground check, but all convictions need to be reported.

In summation, the application for the Liquor manager and the application for the liquor license itself are technically false applications, due to failure to report all convictions. However the convictions, if duly reported, would not

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Grand Island Police Dept.
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disqualify either applicant(s).

The Grand Island Police Department has concerns about Guillermo Calderon's unlawful activities both in California and Central Nebraska, however all of the incidents found occurred over 14 years ago.

The police department's recommendation is to accept this Liquor Manager Designation Application in the name of Tonia Reeser, as well as the Liquor License application for the business, Copa Cabana, 2850 Old Fair Rd, GI, NE 68803.

LAW INCIDENT RESPONDERS DETAIL:

| Se | Responding offi | Unit n | Unit number |
|----|-----------------|--------|-------------|
| 1 | Brush B | 208 | Brush B |

LAW SUPPLEMENTAL NARRATIVE:

| Seq | Name | Date |
|-----|---------|---------------------|
| 1 | Brush B | 15:25:36 03/08/2006 |

TONIA REESER-done
208, 030806 Liquor Manager Designation-Reeser
Grand Island Police Department
Supplemental Report

Date, Time: 030806
Reporting Officer: Lieutenant Brush
Unit #: CID

Liquor Manager Designation Applicant's name is Tonia Reeser.
The Business-Copa Cabana, 2850 Old Fair Road, Grand Island, NE 68803

Applicant answered "NO" to the question in reference to violations. I checked the Nebraska Criminal Justice Information System (NCJIS) database and found the applicant had three (3) infraction convictions.

TONIA REESER
Guilty by admit-Buffalo County-no vehicle ins., 08-06-96
Guilty by admit-Custer County-possession of marijuana 1 oz or less, 07-20-03
Guilty by admit-Adams County-speeding, 07-01-04

The police department's recommendation is to accept this Liquor Manager Designation Application in the name of Tonia Reeser, for the business, Copa Cabana, 2850 Old Fair Road, Grand Island, NE 68803.

| | | |
|---|---------|---------------------|
| 2 | Brush B | 14:00:03 03/10/2006 |
|---|---------|---------------------|

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Grand Island Police Dept.
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RAYMOND O'CONNOR-done
208, 031006 Liquor License-RAYMOND O'CONNOR
Grand Island Police Department
Supplemental Report

Date, Time: 031006
Reporting Officer: Lieutenant Brush
Unit #: CID

Applicant answered "NO" to the question in reference to violations. I checked the Nebraska Criminal Justice Information System (NCJIS) database and found the applicant had two (2) infraction convictions.

Guilty of violate traffic light, Infraction, Lancaster County, 3/07/1998
Guilty of violate occupant protection system, infraction, 03/07/1998

3 Brush B 14:07:12 03/10/2006

JENNIFER O'CONNOR-done
208, 030806 Liquor License-JENNIFER O'CONNOR
Grand Island Police Department
Supplemental Report

Date, Time: 030806
Reporting Officer: Lieutenant Brush
Unit #: CID

No record of any convictions found.

4 Brush B 14:13:19 03/10/2006

ELISEO CALDERON-done
208, 030806 Liquor License-ELISEO CALDERON
Grand Island Police Department
Supplemental Report

Date, Time: 030806
Reporting Officer: Lieutenant Brush
Unit #: CID

This subject mentioned in the application as having 24 of 100 shares in the

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Grand Island Police Dept.
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corporation. The applicant answered "NO" to the question in reference to violations. I checked the Nebraska Criminal Justice Information System (NCJIS) database and found this subject had five (5) infraction convictions.

No license on person, Hall County, Offense Date is 10/10/1999
Plea is Guilty/Admit

Speeding 11-15 MPH Municipal, Grand Island; Infraction
Offense Date is 11/03/1999
Plea is Guilty/Admit

Speeding 21+ MPH Hamilton County, Infraction
Offense Date is 03/13/2000
Plea is Guilty/Admit

Speeding 16-20 MPH Municipal, Grand Island; Infraction
Offense Date is 05/10/2000
Plea is Guilty/Admit

Speeding 11-15 MPH Buffalo County, Infraction
Offense Date is 09/11/2000
Plea is Guilty/Admit

Traffic Sign/Signal Municipal, Grand Island; Infraction
Offense Date is 10/06/2000
Plea is Guilty/Admit

I found no additional convictions.

5 Brush B 14:15:13 03/10/2006

GUILLERMO CALDERON-done
208, 030806 Liquor License-GUILLERMO CALDERON
Grand Island Police Department
Supplemental Report

Date, Time: 030806
Reporting Officer: Lieutenant Brush
Unit #: CID

This subject mentioned in the application as having 24 of 100 shares in the corporation. The applicant answered "NO" to the question in reference to violations. I checked the Nebraska Criminal Justice Information System (NCJIS) database and found this subject had three (3) misdemeanor convictions.

ARREST 01* * * *11/14/1985* * * * DCN 26153
11-19-85 Plead Guilty, \$200 fine, 1 year prob., 1987 released unsatisfactory
AGENCY-HAMILTON CO SO (NB0410000)
CASE NUMBER-02886 NAME USED-CALDERON, GUILLERMO MANUEL
CHARGE 01-1399 (AID/ABET) ASSAULT 3RD(1) -MISDMNR

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Grand Island Police Dept.
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ARREST 02* * * *06/11/1989* * * * DCN 706905
AGENCY-HALL CO SO (NB0400000)
CASE NUMBER- NAME USED-CALDERON, GUILLERMO M
CHARGE 01-5707 TRESPASSING 2ND DEGREE(1) -MISDMNR

ARREST 03* * * *07/21/1989* * * * DCN 706906
AGENCY-HALL CO SO (NB0400000)
CASE NUMBER- NAME USED-CALDERON, GUILLERMO M
CHARGE 01-5015 FAILURE TO APPEAR/WRNT-TRESPASSING(1) -MISDMNR

Because of the class I misdemeanor conviction of AID/ABET) ASSAULT 3RD(1) -MISDMNR, I checked this subject's criminal history through NCIC and found this subject had been charged in California w/;
01:273.5(A) PC-INFLICT CORPORAL INJ SPOUSE/COHAB

032206, I determined that the 273.5 had been dismissed and a 242 (Battery) was filed. He plead to this charge, sentenced to 5 days in jail & 2 years probation. I was advised that a 242 is a minor misdemeanor in California.

6 Brush B 15:29:47 03/10/2006

JESSICA CALDERON aka QUEZADA-done
208, 030806 Liquor License-JESSICA CALDERON aka QUEZADA
Grand Island Police Department
Supplemental Report

Date, Time: 030806
Reporting Officer: Lieutenant Brush
Unit #: CID

Applicant answered "NO" to the question in reference to violations. I checked the Nebraska Criminal Justice Information System (NCJIS) database and found the applicant had three (3) misdemeanor convictions. The Applicant supplied false information in the application.

Driving Under the Influence, reduced to DDS, Hall County, 12/23/1995
Guilty-Speeding, Adams County, Infraction, 12/31/1999
Guilty-Speeding, Hall County, Infraction, 04/05/2000
Guilty-Traffic Sign/Signal, Hall County, Infraction, 03/12/2003

Due to applicant giving false information on the application, I checked his criminal history through National Crime Information Computer (NCIC). I found no additional convictions.

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Grand Island Police Dept.
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7 Brush B 15:47:38 03/10/2006

LORENA QUEZADA, DOB 11-18-81-done
208, 030806 Liquor License-LORENA QUEZADA
Grand Island Police Department
Supplemental Report

Date, Time: 030806
Reporting Officer: Lieutenant Brush
Unit #: CID

Assignee (person who paid bond) for Humberto Quezada, Dawson County, IV FO
Criminal Mischief 01-12-02

No record of any convictions.



City of Grand Island

Tuesday, March 28, 2006

Council Session

Item E2

**Public Hearing on Request of WILE E. Investment Properties,
LLC for Conditional Use Permit for Temporary Use of a Home as
a Veterinary Clinic during Construction of a New Veterinary
Clinic Located at 210 East Stolley Park Road**

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig Lewis, Building Department Director

Meeting: March 28, 2006

Subject: Request of Wile E. Investment Properties for Conditional Use Permit to Allow for the Temporary Use of an Existing Single Family Dwelling at 210 East Stolley Park Road for a Veterinary Clinic during Construction of a Permanent Facility

Item #'s: E-2 & G-4

Presenter(s) Craig Lewis, Building Department Director

Background

The zoning classification for this property is B-2/ A-C, General Business Zone with an Arterial Commercial Overlay Zone. That classification specifies only one principal building shall be permitted on any one zoning lot.

The property currently has an existing single family dwelling on the lot and the applicant wishes to renovate that building and utilize that structure as a Veterinary Clinic during the construction of a permanent facility on the site. To accomplish that request approval is required from the City Council in the form of a conditional use permit to allow for a temporary use for a time certain.

Discussion

The property is currently bounded on the west and south by commercial operations and on the north and east by residential properties. A temporary use of the existing building during construction of a permanent structure to allow for the operation to commence and then remove the existing building at the completion of the construction does not appear to have any negative impact on the site or the surrounding properties. Approval appears appropriate.

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.
2. Disapprove or /Deny the Request.
3. Modify the Conditional Use Permit to meet the wishes of the Council.
4. Table the issue.

Recommendation

City Administration recommends that the Council approve the conditional use to allow for temporary use of the existing structure during construction of a permanent facility for a 12 month time limit.

Sample Motion

Motion to approve the requested conditional use permit as specified in the staff recommendation.

Conditional Use Permit Application

pc: Building, Legal, Utilities
Planning, Public Works

1. The specific use/construction requested is: TEMPORARY VETERINARY CLINIC
2. The owner(s) of the described property is/are: WILE E. Investment Properties, LLC
3. The legal description of the property is: Misc. Tracts 22-11-9 207' x 100'
4. The address of the property is: 210 E Stolley Park Road
5. The zoning classification of the property is: Commercial
6. Existing improvements on the property is: Single Family Dwelling with 2 car garage
7. The duration of the proposed use is: 9 months
8. Plans for construction of permanent facility is: Currently being developed
9. The character of the immediate neighborhood is: Commercial / High Density 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: Want to modify existing home to serve as temporary VET Clinic. New clinic will be built on same lot North of existing home. Upon completion of new clinic existing house will be relocated / razed.

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

3/9/06

Date

Melissa R. Girard

Owners(s)

308-390-1853

Phone Number

210 E. Stolley Park Rd

Address

GI

City

NE

State

68801

Zip

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



City of Grand Island

Tuesday, March 28, 2006

Council Session

Item E3

**Public Hearing on Change of Zoning for Land Proposed for
Platting as Ewoldt Subdivision Located South of Husker Highway
and West of Highway 281 from AG Agricultural to CD
Commercial Development**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: March 28, 2006

Subject: Change of Zoning – Ewoldt Subdivision

Item #'s: E-3 & F-2

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

Background

This application proposes to change the zoning on a tract of land proposed for platting as Ewoldt Addition from TA Transitional Agricultural to CD Commercial Development Zone.

Discussion

The developers of Ponderosa Pointe (Ewoldt Subdivision) are requesting that the City change the zoning on approximately 100 acres of ground at the southwest corner of Husker Highway and U.S. Highway 281 from Transitional Agriculture to CD Commercial Development Zone.

The Planning Commission held a hearing on this application at their meeting on February 1, 2006.

No members of the public spoke on this issue. The developer and their representatives were at the meeting to answer questions from the Planning Commission.

The Future Land Use Map from the Grand Island Comprehensive plan shows this property as commercial. The proposed uses and rezoning are consistent with the comprehensive plan.

The property will have 2 accesses onto Husker Highway and will access U.S. Highway 281 at the south end of the development on Rae Road. The developers will reconfigure Rae Road from its present configuration and build the streets to City Standards.

All utilities are available to this site.

This is a CD zone the preliminary and final plats for the initial development are included with this application and need to be approved if the rezoning and development plan are approved.

The development plan includes 3 outlots. Outlot A is intended for future development and it is anticipated that the developers will submit an application to amend the development plan specifically for Outlot A sometime in the future. Outlots B and C are reserved as drainage structures and will not be built upon.

Alternatives

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

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

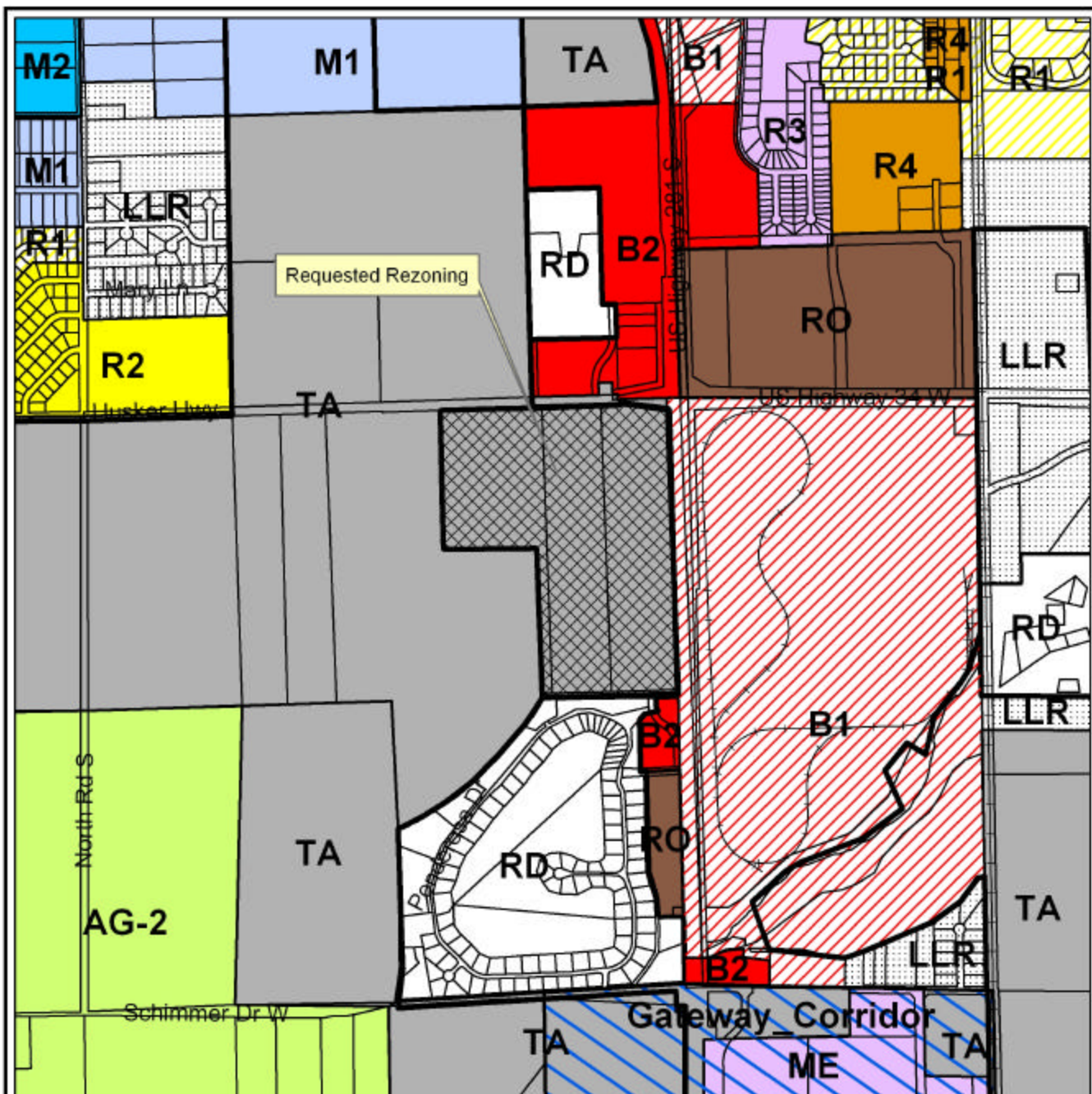
Recommendation

A motion was made by Amick 2nd by Hayes to approve the rezoning as presented.

A roll call vote was taken and the motion passed with 9 members present (Amick, Reynolds, O'Neill, Brown, Niemann, Miller, Eriksen, Ruge, Hayes) voting in favor.

Sample Motion

Approve the rezoning for Ewoldt Addition as presented.



Requested Zoning

Scale : NONE

C-3-2006GI



From TA : Transitional Agricultural Zone

To CD : Commercial Development Zone



THE REGIONAL PLANNING COMMISSION of the
City of Lincoln, Nebraska
1000 N. 10th Street, Suite 100
Lincoln, NE 68502



City of Grand Island

Tuesday, March 28, 2006

Council Session

Item E4

**Public Hearing Concerning Acquisition of Utility Easements -
Stuhr and Swift Roads - Swift Beef Plant**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director
Meeting: March 28, 2006
Subject: Acquisition of Utility Easements – Stuhr and Swift Roads – Swift Beef Plant
Item #'s: E-4 & G-15
Presenter(s): Gary R. Mader, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire two easements relative to the property of Swift Beef Company, located at the northwest corner of Swift Beef Plant (Lot 46), and south of Swift Road, north of the Swift Beef Plant and west of the guard shack (Lot 50), 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 easement nearest to Stuhr Road (Lot 46) will add to an existing easement. The transformer was placed farther east than the easement previously acquired. The easement adjacent to Swift Road (Lot 50) will be used to place a pad-mounted transformer and underground cable to serve electricity to a new lab building.

Alternatives

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

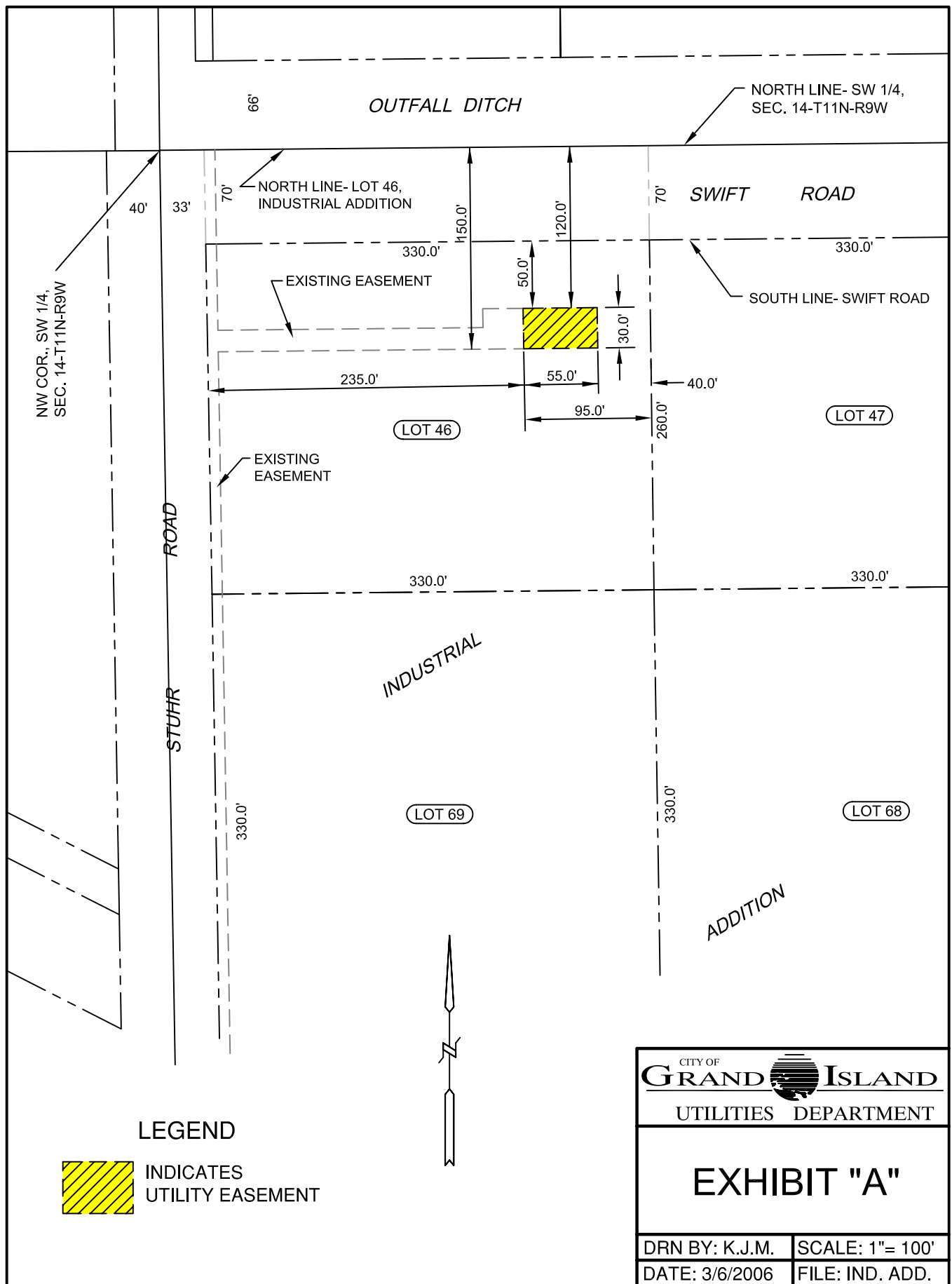
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

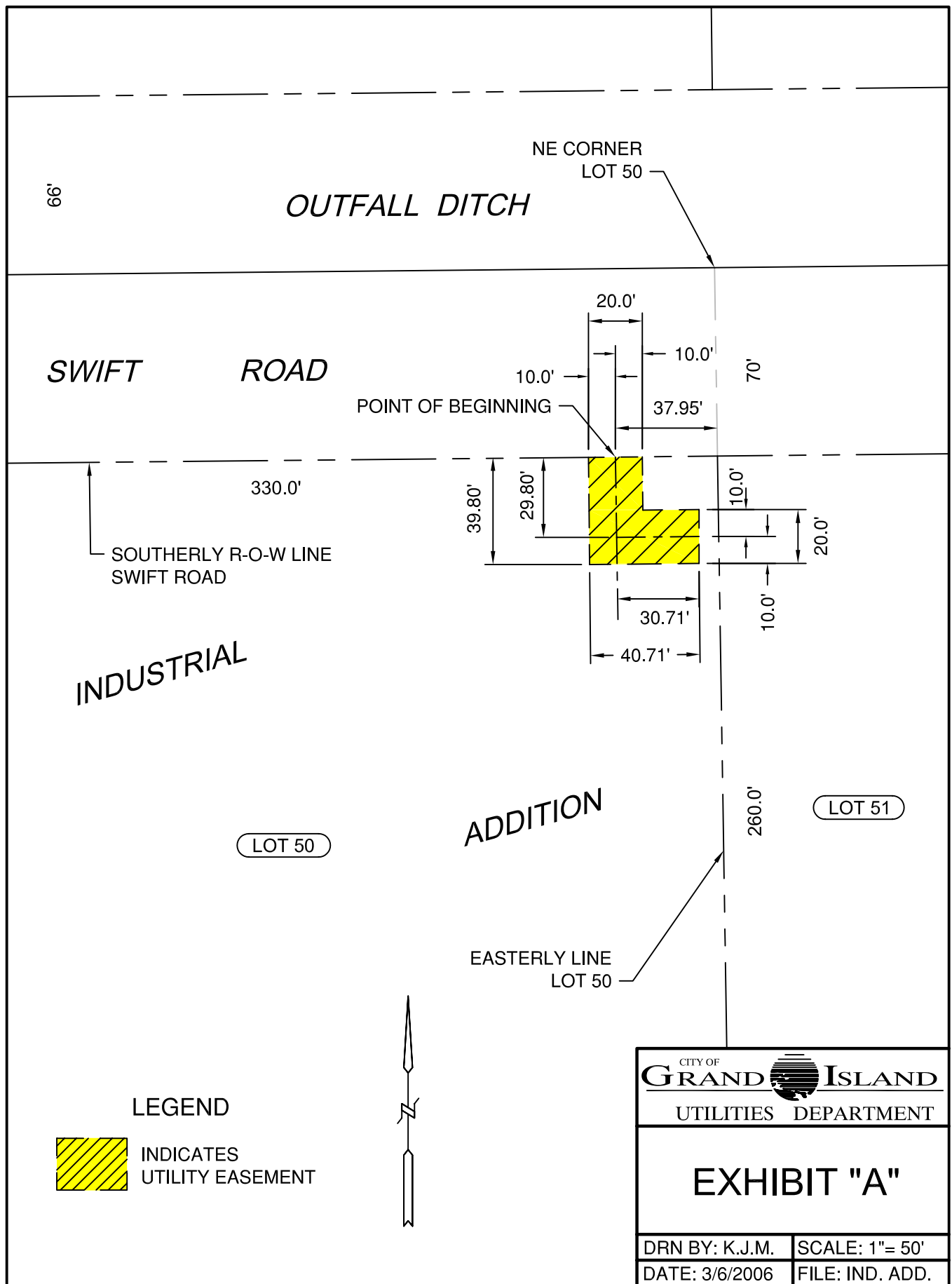
City Administration recommends that the Council approve the resolution for the acquisition of the easements for one dollar (\$1.00) each.

Sample Motion

Motion to approve acquisition of the Utility Easements.



| | |
|---|-----------------|
| <p>CITY OF GRAND ISLAND UTILITIES DEPARTMENT</p> | |
| <p>EXHIBIT "A"</p> | |
| DRN BY: K.J.M. | SCALE: 1"= 100' |
| DATE: 3/6/2006 | FILE: IND. ADD. |





City of Grand Island

Tuesday, March 28, 2006

Council Session

Item F1

#9032 - Consideration of Annexation of Property Proposed for Platting as Ewoldt Addition Located South of Husker Highway and West of U.S. Highway 281 (Final Reading)

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: March 28, 2006

Subject: Annexation – Ewoldt Subdivision (Third Reading)

Item #'s: F-1

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

Background

Annexation of land proposed for platting as Ewoldt Subdivision an addition to the City of Grand Island, located in the NE ¼ 36-11-10 into the Grand Island City Limits.

Discussion

This property is contiguous with the Grand Island City Limits. The owners have requested this annexation by proposing to plat this property as an addition to the City.

This property is substantially within the Grand Island Utilities Electrical Service District. Sewer and water are available to this property. This property is within the Cedar Hollow/Northwest School Districts. This annexation will not impact the two-mile extraterritorial jurisdiction of Grand Island.

Alternatives

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

1. Approve the annexation as presented
2. Modify the annexation to meet the wishes of the Council
3. Table the issue

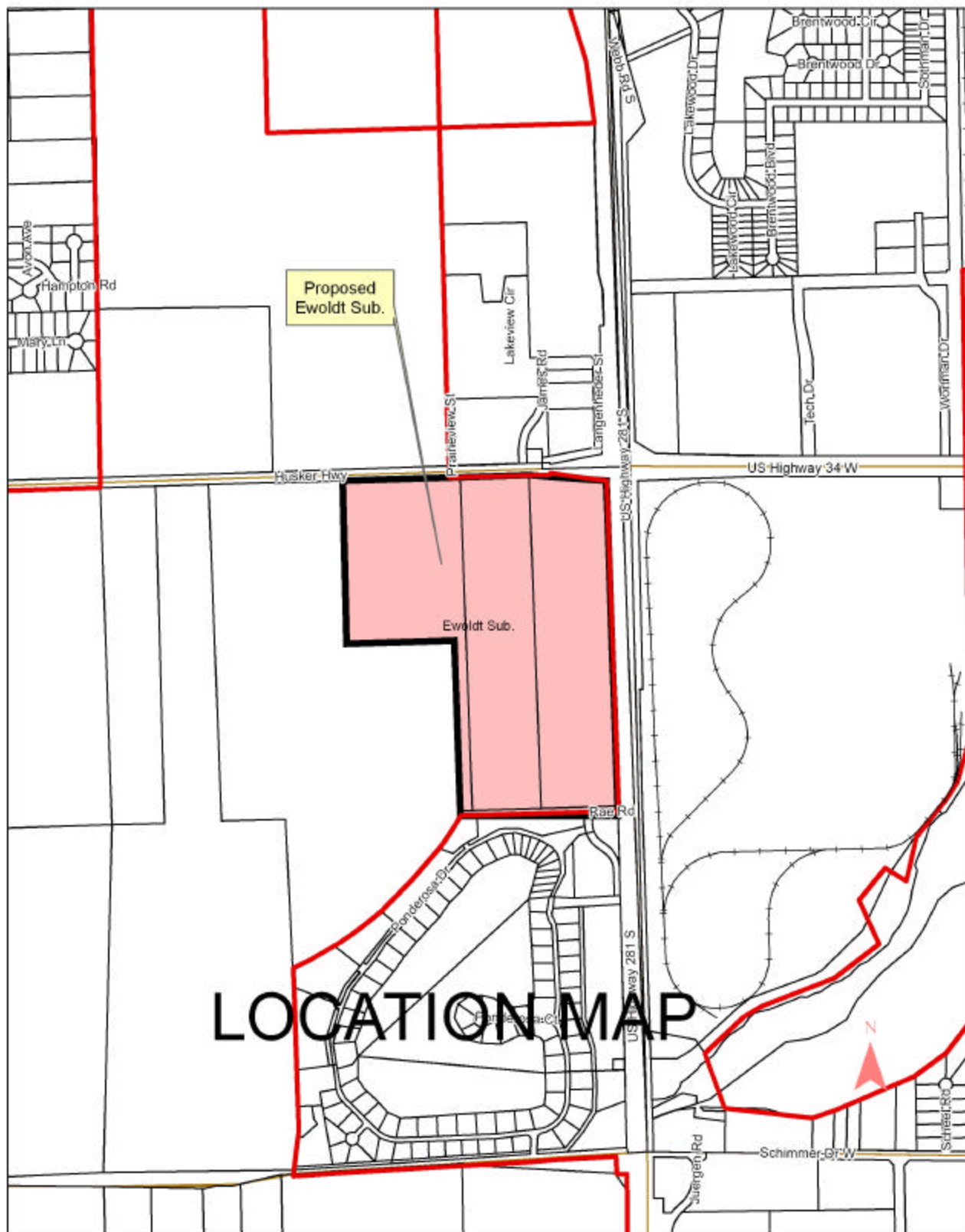
Recommendation

A motion was made by Amick 2nd by Miller to approve and recommend that the City of Grand Island **approve** this annexation and as presented.

A roll call vote was taken and the motion passed with 9 members present (Amick, Reynolds, O'Neill, Brown, Niemann, Miller, Eriksen, Ruge, Hayes) voting in favor.

Sample Motion

Approve the annexation as Submitted



* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9032

An ordinance to annex Ewoldt Subdivision into the City of Grand Island; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

WHEREAS, Husker Retail Development, L.L.C., a limited liability company, as owner, has caused to be laid out into lots, a tract of land comprising a part of the Northeast Quarter (NE1/4) of Section 36, Township 11 North, Range 10 West of the 6th P.M. in Hall County, Nebraska, under the name of EWOLDT SUBDIVISION, which is proposed to be an addition to the City of Grand Island; and

WHEREAS, after public hearing on February 1, 2006, the Regional Planning Commission recommended the approval of annexing such addition into the City of Grand Island; and

WHEREAS, after public hearing on February 14, 2006, the City Council found and determined that such annexation be approved.

| | |
|---------------------|--|
| Approved as to Form | <input type="checkbox"/> _____ |
| March 23, 2006 | <input type="checkbox"/> City Attorney |

ORDINANCE NO. 9032 (Cont.)

WHEREAS, such ordinance was approved on first reading on February 14, 2006;
and

WHEREAS, such ordinance was approved on second reading on February 28,
2006.

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

SECTION 1. That Ewoldt Subdivision is hereby annexed into the City of Grand
Island, and shall be entitled to all the rights and privileges, and shall be subject to all the laws,
ordinances, rules, and regulations of the City of Grand Island

SECTION 2. 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: March 28, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 28, 2006

Council Session

Item F2

#9035 - Consideration of Change of Zoning for Land Proposed for Platting as Ewoldt Subdivision Located South of Husker Highway and West of Highway 281 from AG Agricultural to CD Commercial Development

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9035

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land comprising of a part of the Northeast Quarter (NE1/4) of Section 36, Township 11 North, Range 10 West of the 6th P.M. in Hall County, Nebraska, from TA-Transitional Agricultural Zone to CD-Commercial Development Zone; directing the such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; amending the provisions of Section 36-44; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on February 1, 2006, held a public hearing and made a recommendation on the proposed zoning of such area; and

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

WHEREAS, after public hearing on March 28, 2006, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned and reclassified and changed from TA-Transitional Agricultural Zone to CD-Commercial Development Zone:

Commencing at the northeast corner of said NE1/4; thence on an assumed bearing of S02°04'06"E along the east line of said NE1/4 a distance of 104.43 feet; thence S87°55'54"W a distance of 116.80 feet to the point of intersection of the south right-of-way (R.O.W.) line of Husker Highway and the west R.O.W. line of U.S. Highway 281, said point also being the Point of Beginning; thence S02°24'13"E along and upon said west R.O.W. line a distance of 1468.77 feet; thence S01°30'13"E a distance of 1065.29 feet to the point of intersection of said west R.O.W. line and the south line of said NE1/4; thence S88°06'48"W along the south line of said NE1/4 a distance of 1207.02 feet; thence N02°02'58"W a distance of 1321.89 feet; thence S88°13'36"W a distance of 827.63 feet; thence

ORDINANCE NO. 9035 (Cont.)

N02°03'03"W a distance of 1279.01 feet to a point on the south R.O.W. line of Husker Highway; thence N88°20'15"E along and upon said south R.O.W. line a distance of 997.68 feet; thence N88°21'56"E a distance of 289.92 feet; thence N88°21'41"E a distance of 287.28 feet; thence N88°20'40"E a distance of 35.49 feet; thence N01°39'20"W a distance of 12.00 feet; thence S82°01'25"E a distance of 431.92 feet to the point of beginning. Said tract contains 4,195,681 square feet or 96.32 acres more or less, as shown on Exhibit 1 revised 10/28/05, attached hereto and incorporated herein by reference.

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

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

Enacted: March 28, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 28, 2006

Council Session

Item F3

#9036 - Consideration of Amendments to Chapter 2 of the Grand Island City Code Relative to Administration

Staff Contact: Doug Walker

Council Agenda Memo

From: Douglas R. Walker, City Attorney

Meeting: March 28, 2006

Subject: City Code Revisions to Chapter 2 Relative to Administration

Item #'s: F-3

Presenter(s): Douglas R. Walker, City Attorney

Background

The Mayor, City Council and City Administration established a goal this year of revising the Grand Island City Code. The code revision committee has met and has drafted changes to Chapter 2 of the City Code for City Council consideration. The proposed revisions are so that the City Code will reflect current state law and to clarify ambiguous portions of Chapter 2.

Discussion

The primary changes that are being proposed to Chapter 2 are as follows:

- Section 2-5 of the Code is being amended to clarify the number of votes required to constitute a quorum as six, the number of votes required to constitute 2/3 of the council as seven and the number of votes that would constitute 3/4 of the council as eight.
- Section 2-6 has been revised to clarify that matters will be placed on the council agenda if directed by the Mayor, City Administrator or a majority of the entire council.
- Section 2-17 has been revised to reflect that the Mayor has the authority to recommend the appointment of all statutory officials to the City Council and to make the decisions on hiring other department heads and subordinate employees and will have the power to grant reprieves and pardons for offenses arising under the ordinances of the city.
- Section 2-19 has been revised to remove the requirements set forth under subsection 2 of that ordinance on council member involvement with citizen complaints from their ward.

- Section 2-19 has been revised to reflect that council members have the right to make inquiries of city staff but other contacts with the city staff should be through the City Administrator.
- Section 2-30 proposes to delineate the five statutory offices required by state statute, which are city administrator, city attorney, city clerk, city engineer and city treasurer, as statutory offices which are appointed by the mayor with the approval of the council. This code section further clarifies that these statutory officers are appointment for the term of the mayor and until their successors are appointed and qualified and may be removed by the mayor with approval of the majority of the council.
- Section 2-31 of the proposed City Code delineates the other department heads as hired officials. These officials would be hired and be subject to the personnel rules of the City of Grand Island as all other city employees. This proposed section of the City Code would further distinguish the fire chief and police chief as officials subject to the civil service rules of Grand Island and the Emergency Management Director and Planning Director who are the two department heads which are retained through an interlocal agreement.
- Section 2-37 of the Code has been revised to delete the provisions of subsection 4 requiring the city administrator be responsible for preparation of the annual estimates of revenues and expenditures of the proposed budget since these duties are performed by the city's finance director. Subsection 7 of this code section has also been revised to indicate that the city administrator would act as program administrator for the Economic Development Program of the city.
- Section 2-39 of the City Code regarding the treasurer/finance director has been revised to reflect that the finance director is responsible for the preparation of the annual estimates of revenues and expenditures which is a duty that the finance director is currently performing.
- Section 2-40 of the City Code has been revised regarding the city attorney to reflect that outside counsel may be retained in matters where the city attorney has a conflict or where special expertise is needed.
- Section 2-41 has been added to the City Code to set forth the duties of the city engineer/public works director, which is one of the statutory director positions. The current City Code did not have a code provision specifically detailing the duties of the city engineer.
- Article VI of Chapter 2, Sections 2-76 through 2-84 have been removed since most of this language is obsolete and only one code section is present in its place which ratifies the city's existing police officer retirement system, firefighters retirement system and a general employee pension fund.
- The Planning and Community Development code sections have been removed to their own Chapter 37 and the Economic Development Program has been moved to a new Chapter 38.

Alternatives

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

1. Move to approve the revisions to the City Code as drafted by city staff.
2. Disapprove or deny the ordinance which would revise the City Code in which event the code would remain in effect.
3. Modify the recommendations of city staff for changing the City Code.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council approve the changes recommended by city staff to Chapter 2 of the City Code.

Sample Motion

Motion to approve the ordinance revising code sections in Chapter 2 of the Grand Island City Code.

CHAPTER 2

ADMINISTRATION

Article I. Meetings; Committees

§2-1. Form of Government

The City of Grand Island is a City of the First Class with a municipal government organized pursuant to the provisions of Chapter 16 of the Revised Statutes of Nebraska.

§2-2. Regular Meetings

The regular meetings of the council shall be held at 7:00 p.m. in the council chambers of city hall, on the second and fourth Tuesdays of each month; providing that if such meeting date shall occur on a holiday, the meeting shall be on the next ~~business~~ secular day following, or such other time as the council may provide. Amendments to the schedule of city council meeting dates shall be by resolution.

§2-3. Special Meetings

Special meetings may be called by the mayor or any four council members, upon twenty-four hours written notice to every member of the council; provided, that the requirement of notice shall not be binding in any special meeting at which all members of the council are present without objection. Such notices may be served by any member of the police department or any other person in the City, and it shall be the duty of the city clerk when given such notices to serve the same or cause the same to be served immediately.

§2-4. City Council; Study Sessions

The City Council may hold a meeting to be referred to as a "Study Session" as needed and at the discretion of the City Council. Study sessions will be public meetings held at the time and place to be determined by the Council for which notice will be published pursuant to Nebraska statutory requirements. Study sessions shall be conducted to facilitate discussion between members of the Council and shall not be subject to formal parliamentary procedure. No motion, action, or vote of any kind shall be taken on any matter during a Study Session, except upon a motion to recess or to adjourn.

§2-5. City Council; Quorum; Voting

(1) A majority of ~~all~~ the members of the city council must be present at a regular or special meeting to constitute a quorum; but if less than such majority is present at the meeting; the majority of the council members present may adjourn the meeting from time to time without further notice.

(2) Except in those cases where Nebraska law requires a greater number of votes, six (6) affirmative votes shall ~~constitute a majority vote~~ be required to adopt a motion, resolution, ordinance, action, or policy. In those cases where the mayor is authorized by law to vote, the mayor's vote shall be counted as one of the six necessary affirmative votes.

(3) On votes requiring two-thirds vote of the council, such vote shall require seven (7) affirmative votes to pass.

(4) On votes requiring three-fourths vote of the council, such vote shall require eight (8) affirmative votes to pass.

§2-6. Agenda For Meetings

All matters for consideration at any regular meeting or study session of the city council shall be submitted in writing and filed in the office of the city clerk pursuant to the timetable established by ~~resolution, administrative policy which shall be published at least once yearly and posted continuously at City Hall and Edith Abbott Memorial Library.~~ All matters for consideration at any special meeting of the city council shall be submitted in writing and filed in the office of the city clerk at least twenty-four hours

prior to the time set for such special meeting. The city clerk shall place upon the agenda of any regular, special, or study session meeting only those matters which have been directed by a majority of the entire the council or authorized by the mayor ~~or, a council member,~~ the city administrator, ~~or city clerk.~~

§2-7. Rules of Order

The current edition of Robert's Rules of Order shall guide the proceedings of the council ~~where applicable and~~ where not in conflict with statutes or ordinances.

§2-8. Disturbing Meetings

It shall be unlawful to disturb or disrupt any regular, special, or study session meeting of the council. Any person or persons who repeatedly disturb or disrupt a meeting of the council may be summarily ejected from the council chambers and the city hall at the Mayor's discretion. The Police Chief or his/her designee shall carry out such Mayoral directive.

§2-9. Council Committees

Committees of the council may be created by the mayor and approved by a majority of the council to advise the council in regard to special issues. Each committee will consist of not more than five council members, appointed by the mayor and confirmed by the council. The committees may also consist of other members, including staff, who shall serve only as non-voting members. The manner of appointment shall be the same. The chairman of the committee will be a council member. Council committees shall conduct their meetings in compliance with the open meetings law, shall maintain minutes of all meetings, and shall submit their minutes, findings, and recommendations to the city council in writing in a timely manner. Appointments to council committees shall be for a term of one year unless ended sooner by dissolution of the committee. The committee may be dissolved by any of the following actions:

- (1) Majority vote of the committee to dissolve;
- (2) Resolution of the special issue assigned;
- (3) Majority vote of the city council; or
- (4) Expiration of one year from date of creation unless reappointed.

§2-10. Mayor's Committees

Mayor's committees may be appointed by the mayor without council approval to advise the mayor in regard to special issues. Mayor's committees are ~~not normally~~ subject to the open meetings law, ~~and will conduct their meetings in accordance with the mayor's instruction.~~ Findings and recommendations of mayor's committees shall be submitted to the mayor and shall be considered as advising the mayor only and not the council.

§2-11. Boards and Commissions

The city council may establish citizen advisory boards and commissions of either a permanent or temporary nature to study and/or make recommendations on designated issues. Certain powers may be delegated to boards and commissions as provided for by statute. Boards and commissions of a permanent nature shall be established by ordinance. The structure and appointments of the boards and commissions shall be in accordance with other provisions contained herein.

§2-12. Reserved

§2-13. Reserved

§2-14. Reserved

Article II. Elected Officials

§2-15. Mayor; Powers; Duties

The mayor shall be the ~~chief principal~~ executive officer of the City of Grand Island, and advised by the members of the city council; shall in general supervise and control all of the business, affairs, and officers of the City of Grand Island. The mayor shall, when present, preside at all meetings of the city council. The mayor shall have the power, together with any other proper officer of the City of Grand Island, upon authorization by the city council, to sign certificates, deeds, mortgages, bonds, contracts, or other documents except in cases where the signing and execution thereof shall be expressly delegated by the city council to other officers or agents of Grand Island, ~~or shall be required by law to be otherwise signed or executed,~~ and in general shall perform all duties incident to the mayor's office, ~~and such other duties as may be prescribed by the city council from time to time.~~

The mayor shall have the right to vote when his or her vote shall be the sixth decisive vote upon any pending matter, legislation, or transaction. The mayor shall take care that the ordinances of the City and the provisions of the law relating to cities of the first class are complied with. The mayor may administer oaths, and shall sign the commissions and appointments of all officers appointed in the City.

§2-16. Mayor; Veto Powers; Passage Over Veto

The mayor shall have the power to approve or veto any ordinance passed by the city council, and to approve or veto any order, bylaw, resolution, award of, or vote to enter into any contract, or the allowance of any claim; provided, any ordinance, order, bylaw, resolution, award, or vote to enter into any contract, or the allowance of any claim vetoed by the mayor may be passed over such veto by a vote of two thirds of all the members elected to the council, notwithstanding such veto. If the mayor neglects or refuses to sign any ordinance, order, bylaw, resolution, award, or vote to enter into any contract, or the allowance of any claim, and returns the same with objections in writing to the next regular meeting of the council, the same shall become a law without the mayor's signature. The mayor may veto any item or items of any appropriation bill, and approve the remainder thereof. An item or items so vetoed may be passed by the council over the veto as in other cases. ~~If the veto is used by the mayor, the issue will be carried over to the following regular meeting.~~

§2-17. Mayor; Additional Powers; Duties

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

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

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

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

§2-18. Mayor; Compensation

The annual compensation for the mayor shall be \$13,000 per year, payable monthly in equal installments as required by law.

§2-19. Council; Authority; Duties

(1) The council can bind the City of Grand Island, Nebraska, by their acts only when they are duly assembled at a regular or special meeting.

~~(2) The city council members are responsible to the citizens of Grand Island, but especially to their ward constituents. All complaints from their respective wards shall be handled by council members of that ward. The council member will listen, discuss, and arbitrate the personal problems of their constituents as they are affected by city operations. If a solution cannot be reached, the mayor can be invited into the problem. The final decision may ultimately go to the city council for action.~~

~~(2)(3)~~ The city council shall do all things necessary to comply with, and enforce the ordinances of the City of Grand Island and the laws of the State of Nebraska relating to cities of the first class.

~~(3) The city council specifically reserves the right to make inquiries of any personnel relative to municipal activities. Except for purpose of inquiry, the city council shall deal with the administrative services of the City through the administrator, and neither the council nor its members shall give orders directly to any subordinate of the city administrator.~~

~~(4) The city council may by motion or resolution adopt appropriate personnel rules, and amend such rules in the same manner from time to time.~~

§2-20. Council President; Election; Term; Duties

The council shall elect one of the council members as president of the council. The term of the president shall be one year, commencing the first regular meeting in December, and terminating upon election of a new president at the first regular meeting in December of the following year. The president will assume the duties of the mayor during the mayor's absence or illness. Absence will be indicated by notification by the mayor, or through the mayor's inability to participate in a council meeting or city function. Illness shall be any sickness or injury preventing the mayor from participating in his or her daily administration or ceremonial duties.

§2-21. City Council Members; Compensation

The annual compensation for members of the city council shall be \$6,000 per year, payable monthly in equal installments as required by law.

§2-22. Mayor and Council; Benefit Plans

The mayor and members of the city council shall not be eligible to participate in the city employee health insurance, life insurance, disability insurance, or retirement plans.

§2-23. Bonds for Elected Officials ~~City Officers~~

Before entering upon the duties of their office ~~or employment~~, the following named elective officers ~~and employees~~ of the city are hereby required to give bonds and security as provided by law for the faithful performance of their duties, which bonds shall be approved by the city council and shall be given for the following sums:

| | |
|---------------------|-----------|
| Mayor | \$ 20,000 |
| City Council Member | \$ 1,000 |

§2-24. Removal of Elected Official ~~Officers~~ for Misconduct

Any elective official ~~officer~~ of the city ~~specified in §16-217 of the Reissue Revised Statutes of Nebraska, 1943,~~ may be removed from office for misconduct by the mayor and council in the following manner:

Upon the filing of written charges signed and verified, charging any such officer with misconduct, the council shall by resolution set a time for hearing not less than five days nor more than ten days

Chapter 2 ? Administration

subsequent to the passage of such resolution for a hearing on such charge. At such hearing, the officer whose conduct shall have been called into question shall have the right to be present to interrogate witnesses, to be represented by counsel, and either in person or by counsel make a statement or argument to the council. The city attorney shall act as prosecuting attorney and shall have the right to examine or cross examine each witness presented and to make any statement or argument to the council. If upon such hearing, the council shall by a three-fourths vote of all the council members, find or determine that the officer in question has been guilty of misconduct rendering him or her an unfit person to hold such office, then the city council may declare such office vacant and such office shall then be vacant forthwith.

§2-25. Filling Vacancies of Elective Officers

The mayor ~~and council~~ shall fill by appointment any vacancy which may exist, caused by death, resignation or disability of any elective officer of the City. Such appointment of the mayor shall be subject, however, to approval of the majority of the council.

§2-26. Reserved

§2-27. Reserved

§2-28. Reserved

§2-29. Reserved

Article III. Appointed and Hired Officials

Division 1. General

§2-30. Officers; Appointive

The following shall constitute the statutory officers of the City of Grand Island which shall be appointed by the mayor and approved by the council. These officers shall hold office until the end of the mayor's term and until their successors are appointed and qualified. These appointive officers may be removed at any time by the mayor, with the approval of a majority of the council:

City Administrator
City Attorney
City Clerk
City Engineer / Public Works Director
City Treasurer / Finance Director

~~Pursuant to Neb. Rev. Stat. §16-217, the following shall constitute the appointive officers of the City of Grand Island:~~

~~City Administrator~~
~~Chief of Police~~
~~Chief of the Fire Department~~
~~City Attorney~~
~~Public Works Director~~
~~Utilities Director~~
~~City Treasurer / Finance Director~~
~~Human Resources Director~~
~~City Clerk~~
~~Parks and Recreation Director~~

Grand Island City Code, 2002 Edition

~~Building Department Director~~

~~Library Director~~

~~Directors of Departments created by Interlocal Agreements are as follows:~~

~~Emergency Management Director~~

~~Health Director~~

~~Planning Director~~

§2-31. Hired Officials

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

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

Building Department Director

Human Resources Director

Library Director

Parks and Recreation Director

Utility Director

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

Fire Chief

Police Chief

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

Emergency Management Director

Planning Director

§2-32. Bonds for Appointed Officials ~~City Officers~~

Before entering upon the duties of their ~~office or~~ employment, the following named appointed officials and officers and employees of the city are hereby required to give bonds and security as provided by law for the faithful performance of their duties, which bonds shall be approved by the city council and shall be given for the following sums:

| | |
|-----------------------|-----------|
| City Treasurer | \$100,000 |
| Deputy City Treasurer | \$ 50,000 |
| City Clerk | \$ 10,000 |
| City Administrator | \$ 20,000 |

§2-33. Reserved

§2-34. Reserved

Chapter 2 ? Administration

Division 2. City Administrator

§2-35. Administrator; Appointment; Duties

There is hereby created and established the office of city administrator, to be appointed by the mayor, with the approval of the city council; provided, no elective officer of the City of Grand Island shall hold the position of city administrator. The city administrator shall be the chief operating officer of the City of Grand Island. The administrator shall hold office until the end of the mayor's term of office, and until a successor is appointed and qualified, unless sooner removed, or the ordinance creating the office shall be repealed, except as otherwise provided by law. The employment of the city administrator may be administered by a negotiated contract.

The purpose of the office of city administrator is to provide for the day-to-day administration of the City of Grand Island, Nebraska. The city administrator will remain under the direction of the mayor and be responsible thereto for the efficient conduct of the office.

The city administrator shall not participate in a local election that affects the office of mayor or city council, or any other elective municipal position or issue, except for the casting of an individual ballot.

~~_____ The mayor and council specifically reserves the right to make inquiries of any personnel relative to municipal activities. Except for purpose of inquiry, the city council shall deal with the administrative services of the City through the administrator, and neither the council nor its members shall give orders directly to any subordinate of the city administrator.~~ The city administrator will keep the mayor informed and seek input on any action he or she takes or will take.

The salary of the city administrator shall be established by ordinance.

§2-36. Administrator; Qualifications

The city administrator shall be chosen on the basis of executive and administrative qualifications with special reference to actual experience, or knowledge of accepted practice in respect to the duties of the office. At the time of appointment, the city administrator need not be a resident of Grand Island, Nebraska, but during the term of office he or she shall reside within the city limits. ~~two-mile zoning area jurisdiction of the city.~~

§2-37. Administrator; Duties; General

The duties of the city administrator are as follows:

(1) ~~To a~~Attend all meetings of the city council and its committees unless excused, with the duty of reporting on any matter concerning the City under his or her direction; and to attend such other meetings of departments and officials as the duties of the office may require, or as may be directed by the mayor or council.

(2) ~~To a~~Make investigation into all affairs of the City and to make recommendations to the mayor and council for the adoption of such measures and ordinances as are deemed necessary or expedient for the good government of the City.

(3) ~~To a~~Analyze the functions, duties, and activities of the various departments, divisions, and services of the City, and of all employees thereof, and to make recommendations regarding the same to the mayor and council; and to faithfully carry out the directives and recommendations of the mayor and council in coordinating the administrative functions and operations of the various departments, divisions, and services.

(4) ~~To k~~Keep the mayor and council fully advised as to the financial condition of the City ~~and its needs. The city administrator shall be responsible for the preparation of the annual estimates of revenues and expenditures of the proposed budget for the presentation of a complete financial plan for the City to the mayor and council prior to the consideration and adoption of the annual appropriation ordinance by the governing body.~~ With the adoption of the budget and the passage of the

appropriations ordinance by the governing body, the city administrator shall be responsible for the supervision and control of the budgeted expenditures.

~~—(5) To prepare and submit to the mayor and council as of the end of the fiscal year a complete report on the finances and administrative activities of the City for the preceding year.~~

~~(5)(6) To~~ Oversee the supervision of all employees, and evaluate all appointed and hired officials, and recommend to the mayor the appointment, discipline, and transfer and dismissal of all City personnel.

~~(6)(7) To~~ investigate or have investigated all complaints filed against an employee, department, division, or service of the City, and to report such investigation with recommendation to the mayor and council.

(7) Act as Program Administrator for the Economic Development Program of the City, act as ex-officio member of the Economic Development Committee, assist the committee, and provide the committee with necessary information and advice on the economic development program.

~~(8) To~~ perform all other duties and exercise such other power as may be required by ordinance, or prescribed by resolution of the mayor and council.

Division 3. City Clerk

§2-38. City Clerk; Duties; Compensation

There is hereby created the office and position of city clerk. The city clerk shall be appointed by the mayor with approval of a majority of the city council. The city clerk shall have the custody of all laws, ordinances and official records, and keep a correct journal of the proceedings of the council, and perform all other duties and meet all requirements imposed by law upon the position or office of city clerk and such other duties and requirements as may be lawfully required. The salary of the city clerk shall be fixed by ordinance.

Division 4. City Treasurer

§2-39. Finance Department; City Treasurer / Finance Director; Duties; Compensation

There is hereby created a department of the City which shall be known as the Finance Department, which shall be responsible for the performance of the financial management and accounting functions of city government, including those of all departments and divisions thereof. The Department shall be responsible for developing, instituting, and maintaining all of the financial and accounting systems associated with the operation of city government including general ledger accounting; financial statements and reporting; cash management and investments; accounts payable and receivable; utilities billing and collection; payroll; and auditing. All personnel assigned to these functions shall come under the auspices of the Department and the direction of the finance director.

There is hereby created the office and position of City Treasurer/Director of Finance. This position ~~The~~ hereafter referred to as "Finance Director," shall be appointed by the mayor, with the approval of a majority of the city council. The Director shall perform all duties and meet all requirements imposed by law upon the position or office and such other duties as directed. The Director shall assist the city administrator in the preparation of the annual budget. The finance director shall be responsible for the preparation of the annual estimates of revenues and expenditures of the proposed budget for the presentation of a complete financial plan for the City to the mayor and council prior to the consideration and adoption of the annual appropriation ordinance by the governing body. The finance director shall

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prepare and submit to the mayor and council, on a monthly basis, a complete report on the finance activities of the City. The salary of the position shall be fixed by ordinance.

Division 5. City Attorney

§2-40. City Attorney; Duties; Compensation

The office of city attorney is hereby created, which office shall constitute a full-time obligation upon the individual so appointed. The city attorney shall be appointed by the mayor, with the approval of a majority of the city council. The office shall be filled by appointment by the mayor and with consent of the city council.

The city attorney shall be the legal advisor of the council and city officers. The city attorney shall commence, prosecute, and defend all suits and actions necessary to be commenced, prosecuted, or defended on behalf of the City, or that may be ordered by the council. The city attorney shall attend meetings of the council and give an opinion upon any matters submitted by the council, either orally or in writing, as may be required. The city attorney may hire outside counsel on matters in which the city attorney lacks expertise or in which the city attorney has a conflict of interest.

The salary of the city attorney shall be fixed by ordinance. ~~The mayor and council shall have the right to pay the city attorney additional compensation for legal services performed, or to employ additional legal assistants and to pay for such legal assistants out of the funds of the City.~~

Division 6. City Engineer / Public Works Director

§2-41. City Engineer / Public Works Director; Duties; Compensation

There is hereby created the office and position of City Engineer / Public Works Director, hereafter referred to as "Public Works Director". This position shall be appointed by the mayor, with the approval of a majority of the city council.

Among the duties required of the Public Works Director shall be making estimates of the cost of labor and material which may be done or furnished by contract with the city and make all surveys, estimates and calculations necessary to be made for the establishment of grades, the building of culverts, sewers, bridges, curbing, gutters, and the repair and improvement of streets.

The Public Works Director shall make a record of the minutes of his surveys and of all work done for the city, including sewers and sewerage systems and accurately make such plats, sections, profiles and maps as may be necessary in the prosecution of any public work, which shall be public records and belong to the city and be turned over to his or her successor.

In addition to the duties specifically set forth above, the Public Works Director shall perform such other duties as the city council may require or are required by law.

The salary of the position of Public Works Director shall be established by ordinance.

§2-42. Reserved

§2-43. Reserved

Article IV. Indemnification of Officers and Employees

§2-44. Definitions

Officer shall include any elected, ~~or~~ appointed, or hired official of the city;

Employee shall include all employees of the city, whether under civil service or not.

§2-45. Representation; City Attorney

Among the duties of the city attorney shall be that of representing as counsel, without charge to the persons represented, any city officer or employee in connection with any claim, suit for damages, or other action against such person arising in connection with the performance by such officer or employee of his or her public duties; provided that such employee or officer may have his or her own counsel to assist in the defense, at the expense of the employee or officer.

§2-46. Indemnification; Good Faith

Any officer or employee who is held liable for the payment of any claims or damages, by way of judgment or settlement, shall be entitled to indemnification by the city, where the acts resulting in such liability were done in good faith, without malice, within the scope of authority of the employee or officer.

§2-47. Governmental Immunity

Nothing in this Article shall be construed as waiving the city's defense of governmental immunity to it or its employees or officers in any action brought against the city or such officer or employee.

§2-48. Notice

The provisions of this Article shall apply only where the city has been given notice of any actions brought against any city employee or officer, based upon any action of such employee or officer within the scope of his or her authority as such.

§2-49. Representation; Conflict of Interest

Nothing in this Article or in any ordinance of the city, and nothing in any agreement with the city attorney shall be construed to require the city attorney to provide legal services in any manner which would cause the attorney to be involved in a conflict of interest.

§2-50. Reserved

§2-51. Reserved

§2-52. Reserved

§2-53. Reserved

Article V. Emergency Interim Successors

§2-54. Emergency Succession; Declaration

In accordance with the terms and conditions of the state General Emergency Succession Act, hereinafter referred to as "such act," the mayor and council declare that it is necessary to invoke the provisions of such act in the City.

§2-55. Officers To Appoint Successors

Emergency interim successors shall be designated pursuant to the Local Emergency Operations Plan on file with the City Clerk and the Emergency Management Director.

~~(1) As provided in such act, the following officers of the City shall appoint emergency interim successors (alternates) to the powers and duties of their respective offices:~~

~~(A) Each member of the city council~~

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- ~~_____ (B) City Administrator~~
- ~~_____ (C) Chief of Police~~
- ~~_____ (D) Chief of Fire Department~~
- ~~_____ (E) City Attorney~~
- ~~_____ (F) Public Works Director~~
- ~~_____ (G) Director of Utility Operations~~
- ~~_____ (H) City Treasurer~~
- ~~_____ (I) City Clerk~~
- ~~_____ (J) Communications/Civil Defense Dir.~~
- ~~_____ (K) Parks and Recreation Director~~
- ~~_____ (L) Chief Building Official~~
- ~~_____ (2) The provisions of Subsection 1 of this section are not exclusive, however, and shall not~~

~~be construed in such a manner as to prohibit the appointment of alternates by any other duly elected or appointed officers of this City, including but not limited to the head of any department or section or the members of any board or other agency of the municipal government, or as to excuse the failure on the part of any such officer to make such appointments, when clearly required by such act.~~

§2-56. Reserved

§2-57. Reserved

§2-58. Reserved

Article VI. Retirement and Pension Plans

Division 1. Federal Insurance System

§2-76. Acceptance; Terms; Construction

~~_____ The city accepts for itself and on behalf of its officials, appointees, and employees, except such as are excluded by the provisions of this division, their dependents and survivors, the provisions, benefits and protection of the Federal Old Age and Survivors' Insurance System, designated in this division as the "system," established by the Social Security Act. The term "employee" as used in this division shall mean an employee as defined by the Social Security Act and shall include both officers and appointees of the City.~~

§2-77. Contracts; Authorization

~~_____ The mayor is hereby authorized and directed to enter into such contracts and make such agreements and stipulations with the administrator of the system in and for the state, or such other state agency for the purpose that may hereafter be designated or created, as may be deemed necessary or expedient by the administrator, or other state agency authorized in the premises, as the case may be, or as required by general law, state or federal, or any applicable regulations of the state or federal agency, to extend the benefits and protection of such system to the eligible employees of the city, their dependents and survivors. Such contracts, agreements, or stipulations shall be executed in duplicate by the mayor, attested by the signature of the city clerk, with the seal of the city attached thereto, one copy thereof to be filed with and become a part of the permanent records of the City.~~

§2-78. Employees Included In System

~~_____ The employees or classes of employees of the City shall include all such employees as are not excluded from participation in the system by the provisions of the following section and such employees are hereby determined to be within and entitled to the benefits and protection of the system.~~

~~§2-79. Employees Excluded From System~~

~~_____ The following employees are hereby determined to be excluded by the terms of this division from participation in said system: Any employee with respect to any position not authorized for coverage by applicable state or federal laws or regulations of the Federal Administrative Agency.~~

~~§2-80. Withholdings From Salaries Authorized~~

~~_____ Withholdings from the compensation of eligible employees of this City as found and determined by the two preceding sections are hereby authorized, and the City shall impose upon such employees as to services covered by this division, such withholdings to be made in amounts and at such times as may be required by general law, state or federal, and applicable regulations promulgated with respect thereto by state or federal administrative agencies.~~

~~§2-81. Social Security Fund; Payments To~~

~~_____ There is hereby created and the city treasurer is hereby authorized and directed to set up an account to be known as the "Social Security Fund," into which the withholdings authorized by the preceding section shall be paid; also the proceeds from payments made by the city, together with any appropriations from available funds that might be made from time to time by municipal authority for the benefit of such fund. The fund shall be kept segregated and shall be used for no other purpose than the provisions and obligations of this division as provided to be accomplished by such fund.~~

~~§2-82. Payments from Fund to Administrator~~

~~_____ The moneys in the social security fund created by the preceding section shall be paid over to the tax commissioner designated by law as the administrator of the Social Security Act for the state as authorized and provided by regulations promulgated to that end by such administrator.~~

~~§2-83. City Records and Reports~~

~~_____ The city treasurer shall keep such records and make such reports relevant to the administration of the Social Security Act as may be required by general law, state or federal, or as provided by regulations promulgated by either the state or federal administrator of the system.~~

~~§2-84. Authorization of Certain Payments~~

~~_____ The city council shall authorize such payments as are required from the appropriate funds of the city in order to defray the cost to the city in meeting the obligations arising by reason of the contracts, agreements, or stipulations authorized under this article.~~

Division 2. Retirement and Pension Plans

§2-59. Ratification of Existing Plans

The City hereby affirms and ratifies the existing pension and retirement plans it has established which specifically includes the following plans:

- (1) A Police Officers Retirement System Fund and retirement plan pursuant to Neb. R.R.S. §16-1001 et seq;
 - (2) A Fire Fighters Retirement System Fund and retirement plan pursuant to Neb. R.R.S. §16-1020 et seq;
 - (3) A general employee pension fund and pension plan pursuant to Neb. R.R.S. §19-3501.
- Said funds and plans are hereby ratified and confirmed.

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~~§2-23. Procedure Not Exclusive~~

~~_____The procedure set forth in §2-22 shall not be exclusive but shall be cumulative and in addition to any other method of removal of any officer, allowed under the provisions of this Code, other ordinances of the City, or the laws of the state.~~

ORDINANCE NO. 9036

An ordinance to amend Chapter 2 of the Grand Island City Code; to amend various sections of Chapter 2 for housekeeping purposes; to restructure the hiring and retention of city officials; to move articles in Chapter 2 pertaining to the Planning Commission, the Community Development Division and the Community Redevelopment Division to a newly created city code Chapter 37; to move an article in Chapter 2 pertaining to the Economic Development Program to a newly created city code Chapter 38; to repeal Chapter 2 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. Chapter 2 of the Grand Island City Code is hereby amended as set out in Exhibit "A attached hereto.

SECTION 2. Chapter 2 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

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

SECTION 4. That this ordinance shall be in force and take effect from and after its passage and publication in pamphlet form, within fifteen days in one issue of the Grand Island Independent as provided by law.

ORDINANCE NO. 9036 (Cont.)

Enacted: March 28, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 28, 2006

Council Session

Item F4

#9037 - Consideration of Amendments to Chapter 3 of the Grand Island City Code Relative to Alarms

Staff Contact: Doug Walker

Council Agenda Memo

From: Douglas R. Walker, City Attorney

Meeting: March 28, 2006

Subject: Revisions to Chapter 3 of the Grand Island City Code
Relative to Alarm Systems

Item #'s: F-4

Presenter(s): Douglas R. Walker, City Attorney

Background

One of the goals set this year by Administration, the Mayor and the City Council was to revise the Grand Island City Code. As part of the effort to update the City Code, the code revision committee has met and discussed changes to Chapter 3 regarding alarm systems.

Discussion

The code revision committee and the communications division of the Emergency Management Department have met and as a result of these discussions, the following changes have been recommended:

- Sections 3-2 and 3-3 have been revised to reflect the current title of the agency handling alarm systems, which is the Communications Division of the Emergency Management Department the prior code stated only the Emergency Management Department.
- Sub-section Section 3-3 has been deleted because the language in this section is no longer applicable since it dealt with issues that occurred more than twenty years ago.
- Sections 3-4 and 3-5 have been revised since these code provisions relate to alarm systems to be installed and due to the extensive period of time since 1982, it was felt by the committee that it was unnecessary to make reference to this date.
- Section 3-7 has been revised to reflect a more concise statement of the penalty for violating provisions of this chapter of the City Code to reflect that a violation is a misdemeanor.

Alternatives

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

1. Move to approve the revisions to the City Code as drafted by city staff.
2. Disapprove or deny the ordinance which would revise the City Code in which event the current provisions of the code would remain in effect.
3. Modify the recommendations of city staff for changing the City Code.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council approve the changes recommended by city staff to Chapter 3 of the City Code.

Sample Motion

Motion to approve the ordinance revising code sections 3-2, 3-3, 3-4, 3-5 and 3-7 of the Grand Island City Code.

ORDINANCE NO. 9037

An ordinance to amend Chapter 3 of the Grand Island City Code; to amend Sections 3-2, 3-3, 3-4, 3-5 and 3-7 pertaining to housekeeping issues; to repeal Sections 3-2, 3-3, 3-4, 3-5 and 3-7 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 3-2 of the Grand Island City Code is hereby amended to read as follows:

§3-2. Duties of Subscriber and of Vendor

(1) Duties of Subscriber. It shall be the responsibility of each subscriber to see that the standards of installation and maintenance set forth in this chapter are adhered to.

(2) Duties of Vendor. It shall be the responsibility of any vendor causing installation of or maintaining an alarm system to cause such installation or maintenance to conform to the requirements of the Fire Code and the Electric Code applicable in the City of Grand Island, Nebraska.

(3) Duties of Subscriber and Vendor. Each alarm system shall be utilized only for the purposes of summoning the Public Safety personnel for emergency and/or life hazard situations. Without the prior express consent of the Communications Division of the Emergency Management Department, systems shall not be tested so as to transmit a signal to Public Safety personnel when an emergency or life hazard situation does not exist. It shall be the responsibility of each subscriber and also each vendor not to make such tests.

SECTION 2. Section 3-3 of the Grand Island City Code is hereby amended to read as follows:

§3-3. Standards Required For Alarm Systems

(1) Notification. Each subscriber must provide to the City of Grand Island on a form provided by the Communications Division of the Emergency Management Department the name, address, and telephone number of the subscriber and of the vendor, if any, with whom the subscriber has contracted for maintenance of the alarm system. Each subscriber shall also provide the City with the names, addresses, and phone numbers of those persons (not less than two) who can be contacted 24 hours a day and seven days a week to turn off or deactivate an alarm system. It shall be the obligation of the subscriber to keep this information current and correct through supplementary notifications filed from time to time on the same form.

(2) Designated Telephone Lines. No person shall use or cause to be used an alarm system or device of any kind that automatically dials or calls any telephone line of the offices of the City of Grand Island or any department or division thereof except such telephone line or lines as may be designed by the Communications Division of the Emergency Management Department of the City for the specific purpose of receiving signals from alarm systems.

(3) Automatic Dialing or Calling Devices. Alarm systems that automatically dial or call a telephone line designated by the Communications Division of the Emergency Management Department shall comply with the following requirements:

ORDINANCE NO. 9037 (Cont.)

(A) Total length of the recorded message being transmitted to the Communications Division of the Emergency Management Department (including repetition of message) shall not exceed 30 seconds duration.

(B) The recorded message transmitted shall be repeated not less than two nor more than three times.

(C) The recorded message being transmitted shall incorporate language specifically identifying the message as a "recording" with the balance of the message identifying by street number and street name the location of the emergency and the nature of the event which caused the alarm system to activate. If the location of the event signaled by the alarm system is in a multi-family building or a multi-unit office or commercial building, the message shall also identify by number and by floor the particular dwelling unit, office unit, or commercial unit in which the event occurred.

(D) The recorded message being transmitted to the department shall be appropriate for the purpose for which the alarm system was installed, and the message in its entirety shall be intelligible and spoken in the English language.

(E) The City of Grand Island's cost of providing monitoring and telephone lines designated for alarm systems that use automatic dialing or calling devices, including any re-occurring fees charged, shall be paid in advance each year to this City by the subscribers. The fee shall be in accordance with the City of Grand Island Fee Schedule. If payment is not received within thirty days after billing, the system must be disconnected immediately in the manner described in §3-5(3).

(4) Digital Alarm Systems. Subscribers to alarm systems that automatically transmit digital data via common telephone line to a receiving unit located at the Communications Center shall pay a digital alarm system monitoring fee, in advance, in accordance with the City of Grand Island Fee Schedule.

(5) Supervised (Dedicated line) Alarm Systems. Subscribers that automatically transmit alarm conditions via dedicated telephone line to a receiving unit at the Communications Center shall pay a supervised (dedicated line) alarm system monitoring fee, in advance, in accordance with the City of Grand Island Fee Schedule.

(6) Video (Live) Alarm Systems. Subscribers that transmit continuous video to a receiving unit at the Communications Center for the purpose of monitoring a premise shall pay a video (live) alarm system monitoring fee, in advance, in accordance with the City of Grand Island Fee Schedule.

~~(7) Application of Standards to Existing and Future Alarm Systems.~~

~~(A) Every new system installed after May 10, 1982, shall comply with the above standards.~~

~~(B) Every alarm system existing before May 10, 1982, shall be placed in compliance with the above standards no later than June 2, 1987. The Emergency Management Department may elect not to respond to any alarm system that is not in compliance within that time period, or may elect to charge each subscriber not in compliance for each response at a rate in accordance with the City of Grand Island Fee Schedule.~~

SECTION 3. Section 3-4 of the Grand Island City Code is hereby amended to read as follows:

§3-4. Standards For ~~Future~~ Alarm Systems

Systems installed ~~after May 10, 1982,~~ shall comply with the following standards as to installation and maintenance (and, in addition, shall also comply with the standards set forth in §3-3):

(1) Alarm systems must incorporate a device that allows an adequate delay before the time at which activation of the system would directly or indirectly signal Public Safety personnel, or signal other parties who in turn might be expected to notify Public Safety personnel. This delay is to permit the subscriber to stop a false alarm from being transmitted.

(2) The alarm system shall incorporate a device that limits any exterior signal to a period of time not to exceed fifteen minutes in duration. At the expiration of the maximum time permitted, the alarm system shall automatically cease to emit a signal.

ORDINANCE NO. 9037 (Cont.)

SECTION 4. Section 3-5 of the Grand Island City Code is hereby amended to read as follows:

§3-5. Excessive False Alarms

If any alarm system produces three false alarms in any twelve consecutive months, written notice of that fact shall be given by certified mail or delivery to the subscriber, or other appropriate party listed in the notification required in §3-3(1) at the addresses listed in the most recent such notification for that alarm system. Thereafter, the Communications Division of the Emergency Management Department shall have the power to require the subscriber to comply with any one or combination of the requirements set forth below as would minimize, such false alarms in the future:

(1) The subscriber may be charged a fee in accordance with the City of Grand Island Fee Schedule. Such charges shall continue for each excessive false alarm until six consecutive months have elapsed during which no false alarms have been registered, and must be paid within 15 days after notice thereof is given in the same manner as provided by this section for notice of excessive false alarms.

(2) The subscriber may be required to cause the alarm system to comply immediately with the applicable standards referred to in §3-4 ~~(those standards otherwise being imposed only on alarm systems installed after May 10, 1982).~~

(3) The subscriber may be required to disconnect the alarm system immediately in such fashion that signals are not emitted so as to notify Public Safety personnel directly or indirectly through automatic telephone recording devices or to register a signal which is so audible, visible, or in other ways perceptible outside a protected building, structure, or facility as to notify persons in the neighborhood who may in turn notify Public Safety personnel of the signal.

SECTION 5. Section 3-7 of the Grand Island City Code is hereby amended to read as follows:

§3-7. Penalty

~~Any person in violation of this chapter of the city code shall be deemed to have committed a misdemeanor.~~

~~(1) Any person in violation of §3-2 shall be deemed to have committed a misdemeanor.~~

~~(2) Any person who fails to adhere to the standards and otherwise comply with §3-3 or 3-4 shall be deemed to have committed a misdemeanor.~~

~~(3) Any person who fails to comply with the specific direction of the Department of Communications and Civil Defense director as provided for under §3-3(7)(b) or §3-5 shall be deemed to have committed a misdemeanor.~~

SECTION 6. Sections 3-2, 3-3, 3-4, 3-5 and 3-7 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 7. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

ORDINANCE NO. 9037 (Cont.)

SECTION 8. That 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: March 28, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 28, 2006

Council Session

Item F5

**#9038 - Consideration of Creating Chapter 37 of the Grand Island
City Code Relative to Planning**

Staff Contact: Doug Walker

Council Agenda Memo

From: Douglas R. Walker, City Attorney

Meeting: March 28, 2006

Subject: Creating Chapter 37 of the Grand Island City Code
Relative to Community Development

Item #'s: F-5

Presenter(s): Douglas R. Walker, City Attorney

Background

As part of the process of revising the City Code, the code revision committee met and discussed reorganizing the City Code. The proposed Chapter 37 of the City Code has been created to consolidate the Planning and Community Development articles into one chapter of their own.

Discussion

In reviewing Chapter 2 of the City Code, the code revision committee decided that it would be a more logical organization of the articles of the code to put together the Planning and Community Development articles in their own chapter. The primary changes would be as follows:

- Chapter 2, Article III on the Planning Commission will be moved to Chapter 37, Article I.
- Current code section 2-52 will be removed since this code section as currently drafted does not reflect current practices of the city.
- Chapter 37, Article II, Interjurisdictional Planning Commission is a new Article and these code sections have been drafted to implement the requirements of State Statutes for establishing an interjurisdictional planning commission, which has been requested by Merrick County.
- Chapter 2, Article IV has been moved to Chapter 37, Article III.
- Current code section 2-59 for director appointment has been revised to indicate that the director of the Regional Planning Department shall be managed by and subject to the personnel rules for the City of Grand Island.

- The code sections currently in Article XI of Chapter 2 dealing with the Community Redevelopment will be moved to Article IV, Chapter 37 of the City Code.

Alternatives

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

1. Move to approve the revisions to the City Code as drafted by city staff.
2. Disapprove or deny the ordinance which would revise the City Code in which event the current provisions of the code would remain in effect.
3. Modify the recommendations of city staff for changing the City Code.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council approve the changes recommended by city staff to create Chapter 37 of the City Code.

Sample Motion

Motion to approve the ordinance creating Chapter 37 of the Grand Island City Code.

CHAPTER 37

PLANNING and COMMUNITY DEVELOPMENT

Article I. Planning Commission

§37-1. Planning Commission; Created; Duties

Authority is hereby conferred upon the city council to enter into an interlocal cooperation agreement to create a regional planning commission in joint agreement with the County of Hall and any villages within the County of Hall which may wish to participate; said regional planning commission to have the full authority and responsibility of a city planning commission for the City of Grand Island, Nebraska, as provided for and authorized by state statutes.

§37-2. Composition; Appointment of Member

The joint planning commission shall include four members who reside in the City of Grand Island and who shall represent, insofar as possible, different professions or occupations in the City, and who shall be appointed by the mayor by and with the approval of a three-fourths vote of the city council.

§37-3. Term of Members

The term of each appointed city member of the regional planning commission shall be three years, except that one city member of the first regional commission appointed shall serve for a term of one year, one for a term of two years, and two for a term of three years. No member shall be appointed for more than two successive terms.

§37-4. Members; Compensation; Other Office

All city members of the regional planning commission shall serve as such without compensation and shall hold no other municipal office.

§37-5. Removal of Members; Vacancies

Any city member of the regional commission may, after a public hearing before the city council, be removed by the mayor by and with the consent of a three-fourths vote of the Council, for inefficiency, neglect of duty, malfeasance in office, or other good and sufficient cause. Vacancies occurring otherwise than through the expiration of term shall be filled for the unexpired term by the mayor, by and with the approval of a majority vote of all the members elected to the council.

§37-6. Powers and Duties Generally

It shall be the function and duty of the regional planning commission to perform those duties as required by state law of city planning commissions or as customary for planning commissions generally in the same manner as if a city planning commission were appointed and acting pursuant to law.

§37-7. Operating Funds; Expenditures

~~_____ The city council may provide fifty percent of the funds, equipment, and accommodations necessary for the work of the regional planning commission, said fifty percent, exclusive of gifts, shall be within the amounts appropriated for that purpose by the city council, and no expenditures nor agreements for expenditures shall receive city participation in excess of such amounts appropriated.~~

§37-7. Reserved

§37-8. Reserved

§37-9. Reserved

§37-10. Reserved

Article II. Inter-Jurisdictional Planning Commission

§37-11. Interjurisdictional Planning Commission; Created; Duties

An Interjurisdictional Planning Commission is hereby created with Merrick County, Nebraska, pursuant to the requirement of Neb. R.R.S. §19-930, et seq. Said Interjurisdictional Planning Commission shall have the powers, duties, responsibilities and functions of the regional planning commission for the City of Grand Island in the unincorporated area of Merrick County that is within two miles of the corporate boundaries of the City of Grand Island.

§37-12. Composition; Appointment of Members

The Interjurisdictional Planning Commission shall consist of six members. Three members shall be chosen by the Mayor with the approval of the council from the City's members on the Hall County Regional Planning Commission which acts as the City's planning commission. The remaining three members shall be chosen by the Merrick County Board from members currently serving on the Merrick County Planning Commission.

§37-13. Term of Members

The term of each appointed member shall be for one year and until their successors are appointed and qualified. The City of Grand Island members of the Interjurisdictional Planning Commission may be reappointed to successive one-year terms during their tenure on the Hall County Regional Planning Commission.

§37-14. Interjurisdictional Planning Commission; Meetings

The Interjurisdictional Planning Commission shall hold regular meetings, at least annually and on other occasions as necessary, to carry out the duties and responsibilities of the commission. A majority of the members must be present to constitute a quorum.

§37-15. Members; Compensation

All members of the Interjurisdictional Planning Commission shall serve without compensation and without reimbursement for expenses incurred pursuant to fulfilling the requirements of Neb. R.R.S. §19-930 through §19-933.

§37-16. Removal of Members; Vacancies

Any city member of the Interjurisdictional Planning Commission may, after a public hearing before the city council, be removed by the mayor by and with the consent of a three-fourths vote of the council, for inefficiency, neglect of duty, malfeasance in office, or other good and sufficient cause. Vacancies occurring otherwise than through the expiration of a member's term shall be filled for the remainder of the unexpired term by the mayor, by and with the approval of a majority vote of all the members elected to the council.

§37-17. Termination

The Interjurisdictional Planning Commission shall continue until such time as the City of Grand Island and Merrick County agree by a majority vote of each governing body to eliminate the Interjurisdictional Planning Commission. Upon termination, jurisdiction shall transfer to the Hall County Regional Planning Commission which is the planning commission for the city.

§37-18. Reserved

§37-18. Reserved

§37-20. Reserved

§37-21. Reserved

Article III. Community Development Division

§37-22. Community Development; Purpose

The purpose of this article is to set forth the manner in which the City shall exercise all the power and authority to engage in community development activities granted to the City under the statutes of this state, including but not limited to, the Community Development Law set forth in Neb. Rev. Stat. §18-2101, et. seq. Pursuant to §18-2101.01 of that Act, the City hereby assumes all the power and authority granted to an urban renewal authority under said Act.

§37-23. Community Development Division

There is hereby created a division of the Regional Planning Department to be known as the Community Development Division, which shall be responsible for the performance of all administrative tasks involved in the implementation of the City's community development projects, programs, policies, and procedures adopted under the provisions of this article.

§37-24. Director; Appointment

The director of the Regional Planning Department shall act as director of the Community Development Division. The director shall be managed by and be subject to the personnel rules for the City of Grand Island.

§37-25. Director; Duties

The director of the Regional Planning Department shall be responsible for performing the professional work involved in carrying out the purposes of this article, for directing the work of the Community Development Division, and for coordinating all the City's community development programs and projects.

§37-26. Advisory Committee

There is hereby created a Community Development Advisory Committee consisting of seven members. Six of the members shall be residents of the city of Grand Island. The seventh member shall be a member of the Grand Island City Council. All members shall serve without compensation. The initially appointed representatives shall consist of two appointed for a three-year term, two appointed for a two-year term, and two appointed for a one-year term. Thereafter, all appointments, other than vacancies, shall be for terms of three years. Appointments to fill vacancies shall be for the remainder of the term of the vacated position.

All members shall be appointed by the mayor and confirmed by the city council. Members may be removed without cause by the mayor with the consent of the city council. The advisory committee shall establish such rules and procedures as are necessary to carry out its duties. The Community Development Advisory Committee shall have the following duties:

- (1) Monitor and investigate all existing and potential Community Development programs and projects.
- (2) Make recommendations on all existing and potential Community Development programs and projects, procedures, and all other aspects of the City's community development program.

§37-27. Reserved

§37-28. Reserved

§37-29. Reserved

§37-30. Reserved

Article IV. Community Redevelopment Authority

§37-31. Community Redevelopment Authority; Creation

There is hereby created the Community Redevelopment Authority of the City of Grand Island, Nebraska, pursuant to the provisions of Neb. Rev. Stat. §18-2102.01 (Reissue of 1991).

§37-32. Officer

Five persons, all of whom shall be residents of the City of Grand Island, shall constitute the Authority. The five members shall be appointed by the Mayor, with the approval of the City Council. The Mayor shall designate the term of office for each member as provided in Neb. Rev. Stat. §18-2102.01 (Reissue of 1991). The Authority shall select one of its members as chairperson and another as vice-chairperson. A total of four members of the Authority shall constitute a quorum for the transaction of business. The Authority shall adopt rules for the transaction of business and shall keep a record of its resolutions, transactions, findings and recommendations, which records shall be made available for public inspection during regular business hours.

§37-33. Director

The City Administrator shall designate a person to serve as the Director and Ex Officio Secretary of the Community Redevelopment Authority, and that person shall perform such duties as may be assigned by the Authority, including the necessary administrative functions described in Neb. Rev. Stat. §18-2102.01 (Reissue of 1991).

§37-34. Funds

All income, revenue, profits, and other funds received by the Authority shall be deposited with the Treasurer of the City of Grand Island, as Ex Officio Treasurer of such Authority without commingling such money with any other money under the Treasurer's control. The money of the Authority shall be disbursed by the Treasurer by check or draft only upon warrants, orders, or requisitions, specifying the purpose thereof, duly executed by the Chairperson of the Authority, or such other person as may be duly authorized and designated by the Authority of any such activity.

§37-35. City Council Liaison

The Mayor, with the approval of the City Council, shall appoint one member of the city council to act as a liaison between the City Council and the Community Redevelopment Authority.

ORDINANCE NO. 9038

An ordinance to establish Chapter 37 of the Grand Island City Code; to move city code articles pertaining to the Planning Commission, the Community Development Division and the Community Redevelopment Division from Chapter 2 of the Grand Island City Code into Chapter 37 of the Grand Island City Code; to add Article II to Chapter 37 of the city code creating an Inter-Jurisdictional Planning Commission; to amend various sections pertaining to housekeeping issues; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

WHEREAS, it has been recommended that city code articles contained in Chapter 2 pertaining to the Planning Commission, the Community Development Division and the Community Redevelopment Division be moved into a newly created Chapter 37 of the Grand Island City Code; and

WHEREAS, it is further recommended that an Interjurisdictional Planning Commission be created and the parameters of such commission be incorporated into Chapter 37 of the Grand Island City Code; and

WHEREAS, it is further recommended that various sections pertaining to the Planning Commission and Community Development Division be amended for housekeeping related matters.

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

SECTION 1. Chapter 37 of the Grand Island City Code is hereby established and approved as set forth in Exhibit "A" attached hereto.

ORDINANCE NO. 9038 (Cont.)

SECTION 2. Any ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

SECTION 4. That this ordinance shall be in force and take effect from and after its passage and publication in pamphlet form, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: March 28, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 28, 2006

Council Session

Item F6

**#9039 - Consideration of Creating Chapter 38 to the Grand Island
City Code Relative to Economic Development**

Staff Contact: Doug Walker

Council Agenda Memo

From: Douglas R. Walker, City Attorney

Meeting: March 28, 2006

Subject: Creating Chapter 38 of the Grand Island City Code
Relative to Economic Development

Item #'s: F-6

Presenter(s): Douglas R. Walker, City Attorney

Background

One of the goals set this year by city administration, the Mayor and City Council, was to make revisions to the Grand Island City Code to update it to reflect current state law, clarify ambiguity, delete obsolete code sections and reorganize the City Code to make it more usable.

Discussion

The proposed ordinance would reorganize Chapter 2 of the current City Code to move the Economic Development Program in Article IX to a new Chapter 38. This chapter will now have all of the City Code sections relating to the LB840 Economic Development Program for the City of Grand Island. The major points regarding this reorganization are as follows:

- All of the code sections currently in Article IX of Chapter 2 will be in Chapter 38.
- Proposed Section 38-5 has been revised from the current code section 2-110 to reflect that the Citizens Advisory Review Committee would meet semi-annually rather than quarterly.
- Chapter 38 will contain the City of Grand Island Economic Development Program.

Alternatives

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

1. Move to approve the revisions to the City Code as drafted by city staff.
2. Disapprove or deny the ordinance which would revise the City Code in which event the current provisions of the code would remain in effect.
3. Modify the recommendations of city staff for changing the City Code.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council approve the changes recommended by city staff to create Chapter 38 of the City Code.

Sample Motion

Motion to approve the ordinance creating Chapter 38 of the Grand Island City Code.

CHAPTER 38

ECONOMIC DEVELOPMENT PROGRAM

§38-1. Economic Development Program Adopted

The mayor and city council have by ordinance adopted an economic development program for the City of Grand Island as authorized by the Local Option Municipal Economic Development Act, R.R.S. 1943, §18-2701, et seq. The Economic Development Program of the City of Grand Island is marked as Exhibit "A" attached hereto and incorporated herein by reference.

§38-2. Citizen Advisory Review Committee; Creation and Composition

There is hereby created in and for the city, a Citizen Advisory Review Committee as authorized by the Municipal Economic Development Act, Neb. Rev. Stat. §18-2715. This Committee shall be composed of seven (7) members who shall be registered voters of the city of Grand Island. Four (4) members shall constitute a quorum. The members shall be appointed by the Mayor subject to the approval of the City Council. Three (3) at-large members will be recommended by the Economic Development Corporation to the Mayor. At least one member of the committee shall have expertise or experience in the field of business, finance or accounting.

§38-3. Terms of Citizen Advisory Review Committee Members

The term of office for the members shall be for the ten (10) year life of the economic development plan.

§38-4. Individuals Ineligible for Membership on the Citizen Advisory Review Committee

No member of the citizen advisory review committee shall be an elected or appointed city official, an employee of the city, a participant in a decision-making position regarding expenditures of program funds, or an official or employee of any qualifying business receiving financial assistance under the economic development program or of any financial institution participating directly in the economic development program.

§38-5. Citizen Advisory Review Committee Meetings

The citizen advisory review committee shall hold regular meetings at least ~~semiannually quarterly~~ ~~in January, April, July and October~~ and on other occasions as necessary to review the functioning and progress of the economic development program and to advise the governing body of the city with regard to the program. Special meetings of the citizen advisory review committee shall be held whenever called by the mayor or chairperson of the committee. At least once in every six-month period after the effective date of the ordinance, the committee shall report to the governing body on its findings and suggestions at a public hearing called for that purpose.

§38-6. Citizen Advisory Review Committee Officers

The citizen advisory review committee shall elect its chairperson from its members and shall create and fill such other offices as it may determine. The term of the chairperson shall be two (2) years, with eligibility for reelection.

§38-7. Citizen Advisory Review Committee Vacancies; Removal

Vacancies occurring in the membership of the Citizen Advisory Review Committee, shall be filled by the mayor, by and with the approval of the council for the remainder of the term. Any member of the citizen advisory review committee may be removed from office by the mayor, by and with the approval of the council.

§38-8. Citizen Advisory Review Committee Administration

The City Administrator or his/her designated representative shall be the Program Administrator and shall be responsible for the administration of the Economic Development Program of the City, shall be an ex-officio member of the committee, and shall be responsible for assisting the committee and providing it with necessary information and advice on the economic development program. The City Finance Director will be responsible for providing financial information to the committee and to the auditing firm that does the annual audit.

§38-9. Citizen Advisory Review Committee Audit

The city shall provide for an annual, outside, independent audit of its economic development program by a qualified private auditing business. The auditing business shall not, at the time of the audit or for any period during the term subject to the audit, have any contractual or business relationship with any qualifying business receiving funds or assistance under the economic development program or any financial institution directly involved with a qualifying business receiving funds or assistance under the economic development program. The results of such audit shall be filed with the city clerk and made available for public review during normal business hours.

§38-10. Disclosure of Confidential Information

All trade secrets, academic and scientific research work which is in progress and unpublished or other proprietary or commercial information of a qualifying business participating in the Economic Development Program of the city which if released would give advantage to business competitors and serve no public purpose shall be confidential. Members of the citizen advisory review committee, in their capacity as members and consistent with their responsibilities as members, may be permitted access to business information received by the city in the course of its administration of the economic development program, which information would otherwise be confidential under Section 84-712.05 or by agreement with a qualifying business participating in the economic development program. The mayor and city council shall designate by resolution other persons who are authorized to have access to such confidential business information.

The unauthorized disclosure of any business information which is confidential under Neb. Rev. Stat. 84-712.05 by any person who knowingly releases such confidential information other than to persons who are authorized to have access to such information in accordance with the provisions of this section shall be guilty of a Class III misdemeanor and upon conviction or being found guilty, shall be subject to a maximum imprisonment of three months in the county jail or a fine of five hundred dollars (\$500.00), or both.

ORDINANCE NO. 9039

An ordinance to establish Chapter 38 of the Grand Island City Code; to move the city code article pertaining to the Economic Development Program from Chapter 2 of the Grand Island City Code into Chapter 38 of the Grand Island City Code; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

WHEREAS, it has been recommended that the city code article contained in Chapter 2 of the Grand Island City Code pertaining to the Economic Development Program be moved into a newly created Chapter 38 of the Grand Island City Code.

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

SECTION 1. Chapter 38 of the Grand Island City Code is hereby established and approved as set forth in Exhibit "A" attached hereto.

SECTION 2. Any ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

SECTION 4. That this ordinance shall be in force and take effect from and after its passage and publication in pamphlet form, within fifteen days in one issue of the Grand Island Independent as provided by law.

ORDINANCE NO. 9039 (Cont.)

Enacted: March 28, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

**CITY OF GRAND ISLAND, NEBRASKA
ECONOMIC DEVELOPMENT PROGRAM
General Community and Economic Development Strategy**

In order for Grand Island to continue to grow and prosper, we need to broaden our wealth producing economic base by bringing to our community new employers and helping our existing companies to grow. Unfortunately, communities all across the nation are faced with potential loss of jobs due to mergers, corporate takeovers, and changing economic events. It is becoming increasingly difficult for our community to absorb the loss of this type of employment.

Faced with this challenge, it is the intent of the City to save the existing job opportunities within the community and secure future additional jobs for Grand Island's residents. The formation of an economic development program will provide a mechanism for assisting businesses interested in locating in Grand Island or those interested in expanding their existing businesses. It will take local participation in a financial partnership to develop this new program. Our only means for acquiring the needed funds to carry on an economic development program is through an affirmative vote of the citizens of Grand Island to support this project.

Need and Purpose

An economic development program is a community tool that encourages and stimulates the growth of quality jobs, attracts permanent investment, broadens the tax base, and diversifies the region's economic base that will lead to new opportunities and options for all citizens, ultimately improving the quality of life for all taxpayers in Grand Island and the surrounding region.

Grand Island's best chance of long term growth and prosperity will come with increased diversification with an overall goal of increasing per capita and median household incomes throughout Grand Island and Hall County. Taking into consideration the very low unemployment rates that Hall County has experienced in the 1990's, our focus will be on attracting capital intensive instead of labor intensive businesses – businesses that hire skilled laborers to complement million-dollar production equipment and machinery. In addition, we will be targeting businesses that will provide employment opportunities for those who are underemployed in Hall County and those seeking professional positions.

**SECTION I. GENERAL COMMUNITY AND ECONOMIC DEVELOPMENT
STRATEGY**

The Nebraska Legislature, in the Local Option Municipal Economic Development Act Neb. Rev. Statutes 18-2701, et seq., has made the following legislative findings: (1) there is a high degree of competition among states and municipalities in our nation in their efforts to provide incentives for businesses to expand or locate in their respective jurisdictions; (2) municipalities in Nebraska are hampered in their efforts to effectively compete because of their inability under Nebraska law to respond quickly to opportunities or to raise sufficient capital from local sources to provide incentives for business location and expansion decisions which are tailored to meet the needs of

the local community; (3) the ability of a municipality to encourage business location and expansion has a direct impact not only upon the economic well-being of the community and its residents but upon the whole State as well; and (4) there is a need to provide Nebraska municipalities with the opportunity of providing assistance to business enterprises in their communities, whether for expansion of existing operations or creation of new businesses, by the use of funds raised by local taxation when the voters of the municipality determine that it is in the best interests of their community to do so.

The City of Grand Island faces stiff competition to recruit businesses to the community and to retain businesses that not only are presently operating in the community but also are considered anchors of the economic vitality of the City.

The City, through the Economic Development Corporation, has competed as best it could to bring new business and new well paying jobs to the community, but frankly has less ability to compete by not having available the tools granted by the Local Option Municipal Economic Development Act. The City believes that not having the ability to directly fund economic development activities in the past may have cost jobs and capital investment which otherwise would have been realized. The effect is to hamper growth of the tax base of the City.

Only by adoption of an economic development program can the City of Grand Island directly contribute to economic development projects and thereby compete successfully for location of manufacturing facilities and other businesses to our community and retain those excellent employers currently within our community. The well paying jobs and talented employees employed in these fields are critical to Grand Island. Those jobs are among the highest paying in the community and they attract the most capable and talented people in the work force. Absent approval of the program by the voters, other communities and states could become more attractive as the potential site for business and industry. Grand Island becomes less competitive. The foregoing is a practical example of the underlying basis for the legislative findings set out in the Local Option Municipal Economic Development Act.

The Local Option Municipal Economic Development Act became effective June 3, 1991, and authorizes cities and villages to appropriate and spend local sales tax and property tax revenues for certain economic development purposes. An economic development program formulated by the City to implement this legislation is subject to the vote of the people.

The core of the process involves the formulation of a proposed plan for a local economic development program. The program forms the foundation for the expenditure of local tax revenues for economic development. Because the development and utilization of an economic development program is truly a plan for the community, the Economic Development Fund will be administered by a Citizens' Review Committee appointed by the Mayor and approved by the City Council. The Committee would be comprised of seven members from the community. Three at large members would be recommended for appointment by the Grand Island Area Economic Development Corporation. All members must be registered voters in the city of Grand Island. It is recommended that professionals in the fields of accounting and banking and finance, small business owners, and business professionals be included on the Citizens' Review Committee. At least one member of the Committee shall have expertise or experience in

business finance and accounting as a banker or accountant, at least one member of the Committee shall be a business owner. No member shall be an elected or appointed City Official, an employee of the City, an official or employee of any qualifying business receiving financial assistance under the Program or an official or employee of any financial institution participating directly in the Program. The City Administrator or designee will serve as Liaison to the Economic Development Corporation.

The City has prepared the Program for submission, first to the City Council and, upon Council approval, to the voters of Grand Island. The Legislature of the State of Nebraska has made available through the Act an invaluable tool to recruit new businesses and to retain and expand businesses presently located in a community. The City intends to use this tool to spur further economic development within the City. The City seeks, through the Economic Development Program, to be more competitive or at least as competitive in the economic development area as any other community in this or any other State of comparative size. With voter approval, the provisions of the Program become the basis for funding the economic development program and thereby expanding job opportunities and the tax base in our community.

Through voter approval of the Economic Development Program, the City would be in a position to operate a low-interest, performance based revolving loan fund, provide job creation incentives, equity participation, interest buy downs, acquire commercial and industrial sites, promote their development, and bond the costs of economic development pending sufficient general fund revenues. The City proposes that funding from the City's general fund be dedicated for the economic development program.

SECTION II. STATEMENT OF PURPOSE DESCRIBING GENERAL INTENT AND PROPOSED GOALS

The general intent and goal of the Grand Island Economic Development Program is to provide well paying jobs to the citizens of Grand Island, Nebraska, by encouraging and assisting local businesses to expand as regards job creation and capital investment and to recruit new qualified businesses which results in creation of jobs and expansion of the tax base. The success of the Program will be measured by the number of jobs created and retained for the length of the Program, the total dollars invested in fixed assets, i.e., buildings, new commercial real estate and business equipment and finally, the growth in total valuation in the City. Each project will be considered on its merits, but priority will be given to jobs created and/or retained at or above average wage and benefits for the community.

SECTION III. TYPES OF ECONOMIC ACTIVITIES THAT WILL BE ELIGIBLE FOR ASSISTANCE

A. Definition of Program

Economic Development shall mean any project or program utilizing funds derived from the City's General Fund, which funds will be expended primarily for the purpose of providing direct

or indirect financial assistance to a qualifying non-retail business, the payment of related costs and expenses, and/or through a revolving loan fund. The purpose of the Program is to increase job opportunities and business investment within the community.

B. Eligible Activities

The Economic Development Program may include, but shall not be limited to, the following activities:

- 1) A revolving loan fund from which performance based loans will be made to non-retail qualifying businesses on a match basis from the grantee business and based upon job creation and/or retention, said jobs to be above the average wage scale for the community.
- 2) Public works improvements and/or purchase of fixed assets, including potential land grants or real estate options essential to the location or expansion of a qualifying business or for capital improvements when tied to job creation criteria or when critical to retention of jobs of a major employer within the community, which equity investment may be secured by a Deed of Trust, Promissory Note, UCC filing, personal and/or corporate guarantees or other financial instrument.
- 3) The provision of technical assistance to businesses, such as preparation of financial packages, survey, engineering, legal, architectural or other similar assistance and payment of relocation or initial location expenses.
- 4) The authority to issue bonds pursuant to the Act.
- 5) Grants or agreements for job training.
- 6) Interest buy down agreements or loan guarantees.
- 7) Other creative and flexible initiatives to stimulate the economic growth in the Grand Island area (activities which may be funded through the Economic Development Program or General Fund as authorized by Section 13-315 R.R.S.).
- 8) Commercial/industrial recruitment and promotional activities.
- 9) Payments for salaries and support of City staff or the contracting of an outside entity to implement any part of the Program.
- 10) End Destination Tourism Related Activities.
- 11) Reduction of real estate property taxes for City of Grand Island to stimulate local economy.
- 12) Development of low to moderate income housing.

SECTION IV. DESCRIPTION OF TYPES OF BUSINESSES THAT WILL BE ELIGIBLE

- A. A qualifying business shall mean any corporation, partnership, limited liability company or sole proprietorship that derives its principal source of income from any of the following:
 - 1. The manufacturer of articles of commerce;
 - 2. The conduct of research and development;
 - 3. The processing, storage, transport, or sale of goods or commodities which are sold or traded in interstate commerce as distinguished from goods offered for sale at retail locally;
 - 4. The sale of services in interstate commerce as distinguished from services offered on a local or area basis;
 - 5. Headquarters facilities relating to eligible activities as listed in this section;
 - 6. Telecommunications activities; or
 - 7. End Destination Tourism-Related Activities.
- B. A qualifying business must be located within the zoning jurisdiction of the city unless a variance is granted for special circumstances.
- C. Any other business deemed a qualifying business through future action of the Legislature.

SECTION V. REVOLVING LOAN FUND

- A. The amount of funds available for any single project shall not exceed the amount of funds available under the Economic Development Program during the project term, nor shall it provide for more than fifty percent (50%) of total project costs. An applicant must provide participation and evidence of participation through private funding as distinguished from federal, state, or local funding in the minimum amount of fifteen percent (15%) equity investment. The right is reserved to negotiate the terms and conditions of the loan with each applicant, which terms and conditions may differ substantially from applicant to applicant.
- B. The interest rate shall be negotiated on an individual basis. The term shall not exceed fifteen (15) years for loans used for real estate and building assets and not to exceed seven (7) years for loans involving any other asset category such as furniture, fixtures, equipment or working capital. Security for loans will include, but will not be limited to, Promissory Notes, a Deed of Trust, UCC filings and personal and/or corporate guarantees as appropriate and may be in a subordinate position to the primary commercial or government lender.
- C. If the loan is approved as performance based, a qualifying business may be approved to recapture on a grant basis a portion of the loan amount to be determined by the Economic

Development Corporation based upon job creation or retention and economic impact of the project to the community.

- D. A loan repayment schedule providing for monthly, quarterly or annual payments will be approved in conjunction with project approval. Repayments will be held in a revolving reuse loan fund for future projects as approved.
- E. The City Administrator or his designee is responsible for auditing and verifying job creation and retention and determines grant credits toward any loans made. No grant credits are available unless pre-approved in the initial application and project approval and no grant credits are available beyond the level initially approved.
- F. The Revolving Loan Fund and its portfolio of loan funds will be audited annually by a selected firm of certified public accountants. The audits will be funded by the Economic Development Fund and the findings will be presented to the Citizens' Review Committee.
- G. The City Administrator or his/her designee will be the Program Administrator. The Finance Director will be responsible for the financial and auditing portions of the plan.

SECTION VI. SOURCE OF FUNDING

The Program will be funded from local sources of revenue, including property taxes and/or sales taxes, contained in the City's general fund. The City shall not appropriate from these funds for approved Economic Programs, in any year during which such programs are in existence, an amount in excess of four-tenths of one percent of actual valuation of the City of Grand Island in the year in which the funds are collected, and further, will be subject to the limitation that no city of the First Class shall appropriate more than two million dollars in any one year. The City of Grand Island shall appropriate \$750,000 annually for the Economic Development Program. The restrictions on the appropriation of funds from local sources of revenue shall not apply to the re-appropriation of funds that were appropriated but not expended during the previous fiscal years. If, after five full budget years following initiation of the approved Economic Development Program, less than fifty percent of the money collected from local sources of revenue is spent or committed by contract for the Economic Development Program, the governing body of the City shall place the question of the continuation of the City's Economic Development Program on the ballot at the next regular election.

A. Time Period for Collection of Funds

Annual funding for the program, \$750,000 per year, will come from the City's General Fund. These funds will be allocated commencing with the FY 2003-2004 budget year, beginning October 1, 2003 and will continue for 10 years.

B. Time Period for Existence of the Program

The Economic Development Program will be in effect beginning October 1, 2003 and will continue for 10 years.

C. Proposed Total Collections from Local Sources

| <u>Fiscal Year</u> | <u>Estimated Collections</u> |
|-----------------------------------|-----------------------------------|
| 2003-2004 | \$750,000 (General Fund revenues) |
| Every year for 9 years thereafter | \$750,000 (General Fund revenues) |

The total amount of City General Fund revenues to be committed to the Economic Development Fund Program for 10 years is \$7,500,000.

D. Basic Preliminary Proposed Budget

It is anticipated that the proposed annual total budget of \$750,000 will be allocated to the Economic Development Fund. Any funds not expended in the revolving loan category will be used to fund the other eligible activities as set out in Section III above.

SECTION VII. APPLICATION PROCESS FOR FINANCIAL ASSISTANCE TO BUSINESSES

A. Application Process and Selection of Participants:

Businesses seeking assistance will be required to:

1. Complete an application which may be obtained from the Grand Island Area Economic Development Corporation or the City of Grand Island.
2. Submit the completed application together with all information as set out below to the Grand Island Area Economic Development Corporation or the City of Grand Island. Following review by the Economic Development Corporation Executive Board and Citizens' Advisory Review Committee, an overview of the proposed application for assistance will be forwarded by the Citizens' Advisory Review Committee to the Mayor and City Council. The overview shall contain sufficient information in order for the elected officials to make an informed decision yet maintain confidentiality of information that, if released, could cause harm to such business or give unfair advantage to competitors. The City Council will approve or deny the application.
3. The Program Administrator will coordinate with the Economic Development President to notify any applicant whose application is not approved. Such applicant may request in writing that the application, with the recommendation not to approve, be forwarded to the City Council for re-consideration.

B. Information Required:

The qualifying business shall provide the following information before any application is considered by the Economic Development Executive Board and the Citizens' Advisory Review Committee:

Sole Proprietorship:

- 1). Submit a Grand Island Economic Development Loan Fund Application
- 2). Business Plan
- 3). Two years complete Individual Federal Tax Returns (signed)
- 4). Current Year to Date Profit and Loss Statement
- 5). Recent Balance Sheet (signed)
- 6). Other information as requested

"S" Corporation:

- 1). Submit a Grand Island Economic Development Loan Fund Application
- 2). Business Plan
- 3). Two years complete Individual Federal Tax Returns, if over 25% ownership (signed)
- 4). Two years complete Corporate Tax Returns (signed)
- 5). Current year to Date Profit and Loss Statement (signed)
- 6). Recent Balance Sheet (signed)
- 7). Other information as requested

"C" Corporation:

- 1). Submit a Grand Island Economic Development Loan Fund Application
- 2). Business Plan
- 3). Two years complete Individual Federal Tax Returns (signed), if over 25% ownership
- 4). Two years complete Corporate Tax Returns (signed)
- 5). Current year to Date Profit and Loss Statement (signed)
- 6). Recent Balance Sheet (signed)
- 7). Other information as requested

General Partnership:

- 1). Submit a Grand Island Economic Development Loan Fund Application
- 2). Business Plan
- 3). Two years complete Individual Federal Tax Returns, if over 25% partnership (signed)
- 4). Two years complete Partnership Tax Returns (signed) and K-1s for all partners
- 5). Current year to Date Profit and Loss Statement (signed)
- 6). Recent Balance Sheet (signed)
- 7). Other information as requested

Limited Partnerships:

- 1). Submit a Grand Island Economic Development Loan Fund Application
- 2). Business Plan
- 3). Two years complete Individual Federal Tax Returns (signed) and K-1s for all partners
- 4). Complete copy of Partnership Agreement for Partnership
- 5). Other information as requested

Limited Liability Companies:

- 1). Submit a Grand Island Economic Development Loan Fund Application
- 2). Business Plan
- 3). Two years complete Individual Federal Tax Returns (signed)
- 4). Two years complete Entity Tax Returns (signed) and K-1s for all partners
- 5). Current Year to Date Profit and Loss Statement
- 6). Recent Balance Sheet (signed)
- 7). Other information as requested

C. Verification Process:

- 1). Credit check
- 2). Dun and Bradstreet Credit Report
- 3). Examine information required
- 4). Examine internal records
- 5). Obtain oral and written verification of application information
- 6). Other investigations as may be deemed necessary

SECTION VIII. PROCESS TO ENSURE CONFIDENTIALITY OF BUSINESS INFORMATION RECEIVED

In the process of gathering information about a qualifying business, the Economic Development Corporation and City may receive information about the business that is confidential and, if released, could cause harm to such business or give unfair advantage to competitors. The Economic Development Corporation and City shall endeavor to maintain the confidentiality of business records that come into its possession.

To protect businesses applying for assistance and to encourage them to make full and frank disclosure of business information relevant to their application, the Economic Development Corporation and City will take the following steps to ensure confidentiality of the information it receives:

- 1) The adoption of a City ordinance that makes such information confidential and punishes disclosure.

- 2) A restriction of the number of people with access to the files which files will be maintained in the Economic Development Corporation Office, who shall be primarily responsible for their safekeeping and any distribution of information contained therein, and
- 3) Require personnel involved in the Program Review, including Economic Development President, secretarial staff assisting the President, Citizens' Advisory Committee, and City staff, to sign statements of confidentiality regarding all personal and private submittals by qualified businesses.

SECTION IX. ADMINISTRATION SYSTEM FOR ECONOMIC DEVELOPMENT PROGRAM

A. Program Administration

- 1). The Program Administrator will serve as ex-officio member of the Citizens' Advisory Review Committee hereinafter established, which Committee will hold regular meetings to review the functioning and process of the Economic Development Program and advise the governing body of the City with regard to the Program.
- 2). The Program Administrator, in cooperation with the Economic Development President, will review on a regular basis the progress of ongoing projects to ensure the qualifying businesses are complying with the terms of any approved project.
- 3). The Economic Development President and the Program Administrator will advise the Mayor and City Council as regards the status of ongoing projects in the Economic Development Program.
- 4). A 3% fee will be retained by the City of Grand Island for program administration. The 3% fee will be retained in the City's general fund.

SECTION X. PROCESS TO ASSURE LAWS, REGULATIONS AND REQUIREMENTS ARE MET BY THE CITY AND QUALIFYING BUSINESSES

The City will assure that all applicable laws, regulations, and requirements are met by the City and the qualifying businesses that will receive assistance as follows:

A. Program Review

The Ordinance establishing the Program shall provide for the creation of a Citizens' Advisory Committee to:

- 1). Review the functioning and progress of the Economic Development Program at regular meetings as set forth by ordinance and to advise the governing body of the City with regard to the Program, and

- 2). Report to the City Council on its findings and suggestions at a public hearing called for that purpose at least once in every six-month period after the effective date of the ordinance.

B. Monitor Participating Businesses

The Program Administrator in cooperation with the Economic Development President or appointed contract loan administrator will conduct reviews on a regular basis to ensure that qualifying businesses are following the appropriate laws and regulations and meeting the terms and conditions of assistance.

C. Monitor Regulatory Changes

The City Attorney will be responsible for keeping the City informed of relevant changes in the law that could affect the Economic Development Program and will review Agreements, Deeds, Leases, Deeds of Trust, Promissory notes, security documents, personal and/or corporate guarantees and other documents relating to specific projects or to the Program as a whole.

- D. The City shall provide for an annual, outside, independent audit of its Economic Development Program by a qualified private auditing business.

SECTION XI. PURCHASE OF REAL ESTATE OR OPTION TO PURCHASE

If and when real estate is to be purchased or optioned by the City under the Program, it should meet the following general criteria:

- 1). Be properly zoned with no excessive easements, covenants, or other encumbrances, and
- 2). Should conform and be able to be re-zoned to comply with the City's or County's Comprehensive Plan.
- 3). Can be located either within or outside of the City limits.

The proceeds from the future sale of such land would be returned to the Economic Development Program Fund for reuse for any activities eligible in the Program or for additional land purchases.

SECTION XII. INVESTMENT OF ECONOMIC DEVELOPMENT FUND

The City will establish a separate Economic Development Program Fund. All funds derived from local sources of revenue for the Economic Development Program, any earnings from the investment of such funds, any loan payments, any proceeds from the sale by the City of assets purchased by the City under its Economic Development Program, or other money received by the City by reason of the Economic Development Program shall be deposited into the Economic

Exhibit "A"

Development Fund. No money in the Economic Development Program Fund shall be deposited in the General Fund of the City except as provided by statute. A 3% administrative fee will be retained by the City for program administration. This fee will be retained in the General Fund. The City shall not transfer or remove funds from the Economic Development Fund other than for the purposes prescribed in the Act and this Program, and the money in the Economic Development Fund shall not be co-mingled with any other City funds. Any money in the Economic Development Fund not currently required or committed for the purposes of Economic Development shall be invested as provided in Section 77-2341 R.R.S. Nebraska. In the event the Economic Development Program is terminated, any funds remaining will be transferred as provided by statute to the General Fund of the City and will be used on an installment basis to reduce the property tax levy of the City as provided by the Act.

Adopted by Ordinance No. 8830 on July 22, 2003
Amended by Ordinance No. 8832 on August 12, 2003



City of Grand Island

Tuesday, March 28, 2006

Council Session

Item F7

#9040 - Consideration of Amendments to Chapter 22 of the City Code Relative to Truck Routes

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: March 28, 2006

Subject: Consideration of Amendments to Chapter 22 of the Grand Island City Code Relative to Truck Routes

Item #'s: F-7 & G-20

Presenter(s): Steven P. Riehle, Public Works Director

Background

Section 22-76 of the City Code currently lists all of the designated truck routes. Administration is proposing that the code be revised to allow the designation of truck routes be approved by Resolution.

Discussion

The Engineering Division of the Public Works Department recommends the following changes to the designated truck routes:

Annexation Related Additions

- Sections of Shady Bend Road between Bismark Road and Airport Road
- Abbott Road East and West of the airport
- Sky Park Road from Capital Avenue to White Cloud Road
- Airport Road East and West of the Airport
- White Cloud Road East of Sky Park Road
- Husker HWY East and West of US HWY 281
- Wildwood Drive East and West of US HWY 281
- Capital Avenue East of Sky Park Road
- Schimmer Drive East and West of US HWY 281
- Bismark Road across the Burlington Northern Santa Fe Railroad Right-of-Way between Stuhr Road and Shady Bend Road

Other Additions

- North Road between Husker HWY and Stolley Park Road
- Blaine Street/Custer Avenue between 2nd Street and Old Lincoln HWY
- Old Lincoln HWY between Carey Avenue and Broadwell Avenue

Deletions from the Truck Route

- Capital Avenue between North Road and US HWY 281
- Garfield Street between 3rd Street and Carey Avenue

Alternatives

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

1. Approve an Ordinance making changes to Chapter 22 of the City Code to allow designation of truck routes by resolution and pass a resolution approving the designated truck routes.
2. Refer the issue to a Committee.
3. Postpone the issue to a future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council approve an ordinance to allow the designation of truck routes by a resolution and pass a resolution approving the designated truck routes.

Sample Motion

(Sample Motion for Ordinance)

Move to approve an ordinance allowing the designation of truck routes by a resolution.

(Sample Motion for Resolution)

Move to approve the designated truck routes.

Grand Island Truck Routes

Truck Routes

Streets

City Limits

ORDINANCE NO. 9040

An ordinance to amend Chapter 22 of the Grand Island City Code; to amend Section 22-76 pertaining to designated truck routes; to repeal Section 22-76 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 22-76 of the Grand Island City Code is hereby amended to read as follows:

§22-76. Truck Routes Designated

The city council may, by resolution, designate truck routes along which trucks may travel within the City in accordance with §22-72 through §22-76.1 of this code.

~~Adams Street between Stolley Park Road and Anna Street;
Airport Avenue between Capital Avenue and Fourth Street;
Anna Street between Broadwell Avenue and South Locust Street;
Bismark Road between South Locust Street and easterly City Limits;
Blaine Street between U.S. Highway No. 34 and Stolley Park Road;
Blaine Street between Second Street and Third Street;
Broadwell Avenue between Anna Street and north City Limits;
Capital Avenue between North Road and Sky Park Road;
Eddy Street between Oklahoma Street and State Street;
Elm Street between Second Street and Fourth Street;
Engleman Road between north city limits and south city limits;
First Street between Greenwich Street and Vine Street;
Garfield Avenue between Carey Avenue and Third Street;
Greenwich Street between First Street and Second Street;
Fonner Park Road between Adams Street and Stuhr Road;
Fourth Street between Eddy Street and Airport Avenue;
Lincoln Avenue between Second Street and North Front Street;
Nebraska Highway 2 between Northwest Avenue and Highway 281;
North Front Street between Broadwell Avenue and Elm Street;
Oak Street between Fourth Street and South Front Street;
Oklahoma Avenue between Adams Street and South Locust Street;
Old Highway No. 30 inside City Limits;
Old Neb. Highway 2 between U.S. Highway 281 and Broadwell Avenue;
Old Potash Highway between east City Limits and Carey Avenue;
St. Paul Road between Fourth Street and Capital Avenue;
Second Street between Webb Road and Shady Bend Road;
Shady Bend Road from one quarter mile south of Seedling Mile Road to the Union Pacific Railroad north of U.S. Highway 30;
South Front Street between Oak and Vine Streets;
South Locust Street between Walnut Street and south City Limits;~~

ORDINANCE NO. 9040 (Cont.)

~~Stolley Park Road between west City Limits and east City Limits;
Stuhr Road between Seedling Mile Road and south City Limits;
Sycamore Street between First Street and Fourth Street;
Third Street between Broadwell and Blaine Street;
U.S. Highway 30 between west City Limits and Second Street;
U.S. Highway 34 between one-half mile West of South Locust Street and one-quarter mile east of South Locust Street;
U.S. Highway 281 between south City Limits and north City Limits;
Vine Street between South Front Street and First Street;
Walnut Street between Second Street and South Locust Street;
Webb Road between the south City Limits and the north City Limits.~~

SECTION 2. Section 22-76 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

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

SECTION 4. That this ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: March 28, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 28, 2006

Council Session

Item G1

Approving Minutes of March 7, 2006 Joint City/County Special Meeting

Staff Contact: RaNae Edwards

OFFICIAL PROCEEDINGS

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF JOINT CITY/COUNTY SPECIAL MEETING

March 7, 2006

Pursuant to due call and notice thereof, a Special Joint Meeting of the City Council of the City of Grand Island, Nebraska and the Hall County Board of Supervisors was conducted in the Council Chambers of City Hall, 100 East First Street, on March 3, 2006. Notice of the meeting was given in *The Grand Island Independent* on March 1, 2006.

Mayor Jay Vavricek called the meeting to order at 5:35 p.m. The following members were present: Councilmember's Meyer, Whitesides, Pielstick, Gilbert, Nickerson, Corneilus, Pauly, Hornady, Walker, and Haase. The following City Officials were present: City Administrator Gary Greer, City Clerk RaNae Edwards, Finance Director David Springer, Public Works Director Steve Riehle, and City Attorney Doug Walker.

The following Hall County Supervisor's were present: Bud Jeffries, Jim Eriksen, Bob Rye, Scott Arnold, Bob Humiston, Pam Lancaster and County Clerk Marla Conley.

INVOCATION was given by Councilmember Jackie Pielstick followed by the PLEDGE OF ALLEGIANCE.

PUBLIC SAFETY FACILITY REVIEW: City Attorney Doug Walker reviewed the Interlocal Agreement between the City and County. This would be a perpetual agreement between the City of Grand Island and Hall County for the purpose of a joint law enforcement facility. The City would construct and own the building on ground donated by Hall County. Maintenance and operational expenses would be divided with the City paying 70% and the County paying 30%.

A Law Enforcement Co-Location Committee was mentioned which would consist of six (6) members, one from the Hall County Board of Supervisors, one from the City Council of Grand Island, the Hall County Sheriff, the Grand Island Chief of Police, one citizen at large to be appointed by the Mayor and one citizen at large appointed by the Chairman of the Hall County Board of Supervisors.

Discussion was held with regards to annual renovation and replacement reserve fee which would be paid by the City and County at \$25,000 annually, not to exceed \$500,000. It was the consensus of both boards to delay the payment until October 1, 2007 instead of October 1, 2006.

Steve Riehle, Public Works Director reported on the shared infrastructure cost for the law enforcement facility and the new jail. The design of the road, storm sewer, water and sewer for the entire site was presented along with costs. The driveway would be 8" Portland Cement Concrete curb and gutter driveway 37' wide.

Gary Greer, City Administrator stated that this Interlocal Agreement would be brought forth to the City Council at their March 28, 2006 Regular Meeting.

Mayor Vavricek and Supervisor Pam Lancaster commented on the joint cooperation between the City and County. Pam Lancaster commented on the new jail design with a projected ground breaking around July 1, 2006.

ADJOURNMENT: The meeting was adjourned at 6:05 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, March 28, 2006

Council Session

Item G2

Approving Minutes of March 7, 2006 Regular Meeting

Staff Contact: RaNae Edwards

OFFICIAL PROCEEDINGS

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

March 7, 2006

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 March 7, 2006. Notice of the meeting was given in *The Grand Island Independent* on March 1, 2006.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following members were present: Councilmember's Meyer, Whitesides, Pielstick, Gilbert, Nickerson, Cornelius, Pauly, Hornady, Walker, and Haase. The following City Officials were present: City Administrator Gary Greer, City Clerk RaNae Edwards, Finance Director David Springer, Public Works Director Steve Riehle, and City Attorney Doug Walker.

INVOCATION was given by Evangelist Gary Bennett, Stolley Park Church of Christ, 2822 West Stolley Park Road followed by the PLEDGE OF ALLEGIANCE.

PRESENTATIONS AND PROCLAMATIONS:

Proclamation "Patient Safety Awareness Week" March 5-11, 2006. Mayor Vavricek has proclaimed the week of March 5-11, 2006 as "Patient Safety Awareness Week". Dr. Horn, Betty Pfeiffer, and Sandy Milton were present to receive the proclamation.

Recognition of State Wrestling Winners: Mayor Vavricek and the City Council recognized the following students and coaches for their wins at State Wrestling Meet:

Grand Island Senior High: Class "A":
Coach Mike Schadwinkel
Brandon Hudiburg – State Champion
Isaiah Aguilar – 6th Place

Grand Island Northwest: Class "B"
Coach Brian Sybrandts
Brett Mills – 4th Place
Hadley Cooksley – 5th Place

Grand Island Northwest Coach Brian Sybrandts, Grand Island Central Catholic Coach Matt Coufal and Justin Kelly were not present.

Recognition of Class "A" Bowling Team 3rd Place Winners at State: Mayor Vavricek and the City Council recognized the following girls and their coach for their 3rd Place Win at State:

Amy Glover. Candi Glover, Kristen Ruzicka, and Jeanna Bruener were present to receive their certificates. Coach Justin Price, Kayla Johnson, and Kayla Brixius were not present.

Presentation by Shonesy Associates for FY 2005 City Single Audit and General Purpose Financial Statements. David Springer, Finance Director introduced Terry Galloway representing Shonsey & Associates who reviewed the FY 2005 City Single Audit and General Purpose Financial Statements. The financial audit received an unqualified rating which was the highest rating possible.

Presentation by BKD, LLP Relative to Fiscal Year 2005 Electric and Water Audit Reports. David Springer, Finance Director introduced Roger Watton from BKD, LLP to give the audit reports. Mr. Watton stated that these were unqualified opinions and there were no weaknesses with the internal control. Mentioned was the concern of a low cash balance.

MAYOR COMMUNICATION: Mayor Vavricek introduced Knickerhm Elementary 5th Grade Teacher Diane Meyer and Nekia Samway who read her "Reasons to Live in Grand Island" paper.

PUBLIC HEARINGS:

Public Hearing on Request of Casey's Retail Company dba Casey's General Store #2707, 806 N. Eddy Street for a Class "D" Liquor License. RaNae Edwards, City Clerk reported that Casey's Retail Company dba Casey's General Store #2707, 860 N. Eddy Street had submitted an application with the City Clerk's Office for a Class "D" Liquor License. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on February 3, 2006; notice to the applicant of date, time, and place of hearing mailed on February 3, 2006; notice to the general public of date, time, and place of hearing published on February 25, 2006; along with Chapter 4 of the City Code. Staff recommended approval. No public testimony was heard.

Public Hearing on Request of Casey's Retail Company dba Casey's General Store #2727, 1219 West 2nd Street for a Class "B" Liquor License. RaNae Edwards, City Clerk reported that Casey's Retail Company dba Casey's General Store #2727, 1219 West 2nd Street had submitted an application with the City Clerk's Office for a Class "B" Liquor License. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on February 8, 2006; notice to the applicant of date, time, and place of hearing mailed on February 8, 2006; notice to the general public of date, time, and place of hearing published on February 25, 2006; along with Chapter 4 of the City Code. Staff recommended approval. No public testimony was heard.

Public Hearing on Request of Casey's Retail Company dba Casey's General Store #2732, 4150 West U.S., Highway 30 for a Class "B" Liquor License. RaNae Edwards, City Clerk reported that Casey's Retail Company dba Casey's General Store #2732, 4150 West U.S. Highway 30 had submitted an application with the City Clerk's Office for a Class "B" Liquor License. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on February 13, 2006; notice to the applicant of date, time, and place of hearing mailed on February 13, 2006; notice to the general public of

date, time, and place of hearing published on February 25, 2006; along with Chapter 4 of the City Code. Staff recommended approval. No public testimony was heard.

Public Hearing on Request of Casey's Retail Company dba Casey's General Store #2737, 1814 N. Eddy Street for a Class "D" Liquor License. RaNae Edwards, City Clerk reported that Casey's Retail Company dba Casey's General Store #2737, 1814 N. Eddy Street had submitted an application with the City Clerk's Office for a Class "D" Liquor License. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on February 13, 2006; notice to the applicant of date, time, and place of hearing mailed on February 13, 2006; notice to the general public of date, time, and place of hearing published on February 25, 2006; along with Chapter 4 of the City Code. Staff recommended approval. No public testimony was heard.

Public Hearing on Request of Casey's Retail Company dba Casey's General Store #2742, 2223 South Locust Street for a Class "B" Liquor License. RaNae Edwards, City Clerk reported that Casey's Retail Company dba Casey's General Store #2742, 2223 South Locust Street had submitted an application with the City Clerk's Office for a Class "B" Liquor License. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on February 13, 2006; notice to the applicant of date, time, and place of hearing mailed on February 13, 2006; notice to the general public of date, time, and place of hearing published on February 25, 2006; along with Chapter 4 of the City Code. Staff recommended approval. No public testimony was heard.

Public Hearing on Request of Perez, Inc. dba Tucanaso, 410 East 4th Street for a Class "C" Liquor License. RaNae Edwards, City Clerk reported that Perez, Inc. dba Tucanaso, 410 East 4th Street had submitted an application with the City Clerk's Office for a Class "C" Liquor License. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on February 15, 2006; notice to the applicant of date, time, and place of hearing mailed on February 16, 2006; notice to the general public of date, time, and place of hearing published on February 25, 2006; along with Chapter 4 of the City Code. Staff recommended denial or approval with stipulations. John Cunningham, Attorney for the applicant spoke in support. No further public testimony was heard.

Public Hearing on Request of Sarah R. Tjaden dba The Roadhouse Garage, 2710-B Diers Avenue for a Class "C" Liquor License. RaNae Edwards, City Clerk reported that Sarah R. Tjaden dba The Roadhouse Garage, 2710-B Diers Avenue had submitted an application with the City Clerk's Office for a Class "C" Liquor License. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on February 17, 2006; notice to the applicant of date, time, and place of hearing mailed on February 17, 2006; notice to the general public of date, time, and place of hearing published on February 25, 2006; along with Chapter 4 of the City Code. Staff recommended denial or approval with stipulations. Sarah Tjaden, 3720 State Street, Apt. J9 spoke in support and submitted a statement regarding agreeable stipulations for the liquor license. No further public testimony was heard.

Public Hearing on Redevelopment Plan for Blight and Substandard Area #5 for Ann's Pet Salon to be Located at 1303 Geddes Street. Chad Nabity, Regional Planning Director reported that Anne Bruns dba Ann's Pet Salon, 1303 Geddes Street had applied for tax increment financing for the development of and expansion of a pet grooming business and kennel operation on Lot 2 of Bruns Subdivision. The Community Redevelopment Authority and Regional Planning Commission have approved this request. No public testimony was heard.

Public Haring on Change of Zoning for Land Proposed for Platting as Copper Creek Subdivision Located South of Old Potash Highway and East of Engleman Road from TA Transitional Agricultural to R2 Low Density Residential. Chad Nabity, Regional Planning Director reported that rezoning was required for property proposed for platting as Copper Creek Subdivision located south of Old Potash Highway and East of Engleman Road from TA Transitional Agricultural to R2 Low Density Residential. This would allow the developers of the Copper Creek Estates Subdivision to develop this land. Tim Jonak, St. Paul, Nebraska spoke about concerns regarding water drainage. No further public testimony was heard.

Public Hearing on Re-Adopting the City of Grand Island Official Zoning Map. Chad Nabity, Regional Planning Director reported that by re-adopting the City of Grand Island Official Zoning Map, it would incorporate all changes since August 1, 2004 as produced using the Hall County Geographic Information System. No public testimony was heard.

ORDINANCES:

Chad Nabity, Regional Planning Director reported Ordinance #9026 related to the Public Hearing held on January 24, 2006 and was the final of three readings for annexation of Copper Creek Subdivision. Presented was a video of the area after the May 11, 2005 flooding.

#9026 – Consideration of Annexation of Property Located South of Old Potash Highway and East of Engleman Road. (Final Reading)

Steve Riehle, Public Works Director commented on the drainage.

Motion by Pielstick, second by Cornelius to approve Ordinance #9026 on final reading. Upon roll call vote, all voted aye. Motion adopted.

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

#9033 - Consideration of Change of Zoning for Land Proposed for Platting as Copper Creek Subdivision Located South of Old Potash Highway and East of Engleman Road from TA Transitional Agricultural to R2 Low Density Residential

#9034 – Consideration of Amendments to Chapter 18 of the City Code Relative to Examining Board, Membership, and Duties

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 first reading and then upon final

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

Motion by Pielstick, second by Whitesides to approve Ordinances #9033 and #9034.

City Clerk: Ordinances #9033 and #9034 on first reading. All those in favor of the passage of these ordinances on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinances #9033 and #9034 on final passage. All those in favor of the passage of these ordinances on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinances #9033 and #9034 are declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda items G-4, G-17, and G-18 were pulled for further discussion. Motion by Hornady, second by Cornelius to approve the Consent Agenda. Upon roll call vote, all voted aye. Motion adopted.

Receipt of Official Document – Resolution from Merrick County Board Requesting Creation of Inter-Jurisdictional Planning Commission.

Approving Minutes of February 28, 2006 City Council Regular Meeting.

Approving Request of Charles Scott Pinkham, 603 N. Tower, Minden, Nebraska for Liquor Manager Designation for the following Casey’s General Stores: #2707, 806 N. Eddy Street; #2727, 1219 West 2nd Street; #2732, 4150 West U.S. Highway 30; #2737, 1814 N. Eddy Street; and #2742, 2223 South Locust Street with the stipulation of completing a state approved alcohol server/seller training program.

#2006-65 – Approving Final Plat and Subdivision Agreement for Copper Creek Subdivision. It was noted that Copper Creek Estates, L.L.C. owners had submitted the final plat for Copper Creek Subdivision for the purpose of creating 97 lots on a parcel of land in the NW 1/4 of Section 23-11-10 consisting of approximately 25.993 acres.

#2006-66 – Approving Redevelopment Plan for Blight and Substandard Area #5 for Ann’s Pet Salon to be Located at 1303 Geddes Street.

#2006-67 – Approving Re-Adopting the City of Grand Island Official Zoning Map.

#2006-68 – Approving Designating US Filter/Zimpro Products of Irondale, Alabama as the Sole Source Provider for the Zimpro 84” Spiral Lift Screw Pump Parts in the Amount of \$21,672.89.

#2006-69 – Approving Change Order No. 1 to the Contract with The Diamond Engineering Company of Grand Island, Nebraska for the South Locust Street Bridges; Northbound Lanes North of I-80 for an Increase of \$18,677.00 and a Revised Contract Amount of \$1,197,832.59.

#2006-70 – Approving Bid Award for Street Improvement District No. 1257; Shanna Street in Western Heights 4th Subdivision with The Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$104,273.72.

#2006-71 – Approving Certificate of Final Completion for CXT Transmission Line Work Contract 05-PCC_01 with Dominion Construction Company of Scottsbluff, Nebraska.

#2006-72 – Approving Confidentiality Agreement with Nebraska Public Power District.

#2006-73 – Approving Bid Award for Water Main District No. 452, Lake Street, Knott Avenue and Tri Street with The Diamond Engineering Company of Grand Island, Nebraska for an Amount of \$61,786.84.

#2006-74 – Approving Certificate of Final Completion for Water Main District No. 449T – North Road and Faidley Avenue with Starostka Group Unlimited, Inc. of Grand Island, Nebraska and Setting April 11, 2006 for Board of Equalization Date.

#2006-75 – Approving Fiscal and Investment Policies for the City of Grand Island.

#2006-76 – Approving Business Continuity and Recovery Services Agreement with IBM of Suffern, New York for Three Years.

#2006-79 – Approving Bid Award for Digital Voice Logging Recorder with Midland Telecom, Inc. of Grand Island, Nebraska in an Amount of \$26,995.00.

#2006-87 – Approving Termination of SWAT Interlocal Agreement with Hall County.

#2006-88 – Approving the State Bid Contract 10628(OC)REN(13) for System Furnishings with Surroundings, LLC of Lincoln, Nebraska.

Mayor Vavricek read a statement recusing himself from participating in discussions of Resolutions #2006-77 and #2006-78 due to a possible conflict of interest. The meeting was then turned over to Council President Hornady.

#2006-77 – Approving Interlocal Agreement with Kearney, Nebraska for Cable Consultant Services. Motion by Whitesides, second by Nickerson to approve Resolution #2006-77. Upon roll call vote all voted aye. Councilmember Haase abstained. Motion adopted.

#2006-78 – Approving Contract for Cable Consultant Services with Moss & Barnett of Minneapolis, Minnesota in an Amount of \$87,500.00. Motion by Whitesides, second by Nickerson to approve Resolution #2006-77. Upon roll call vote all voted aye. Councilmember Haase abstained. Motion adopted.

RESOLUTIONS:

#2006-80 – Approving Request of Casey’s Retail Company dba Casey’s General Store #2707, 806 N. Eddy Street for a Class “D” Liquor License.

#2006-81 – Approving Request of Casey’s Retail Company dba Casey’s General Store #2727, 1219 West 2nd Street for a Class “B” Liquor License.

#2006-82 – Approving Request of Casey’s Retail Company dba Casey’s General Store #2732, 4150 West U.S. Highway 30 for a Class “B” Liquor License.

#2006-83 – Approving Request of Casey’s Retail Company dba Casey’s General Store #2737, 1814 N. Eddy Street for a Class “D” Liquor License.

#2006-84 – Approving Request of Casey’s Retail Company dba Casey’s General Store #2742, 2223 South Locust Street for a Class “B” Liquor License.

Motion by Meyer, second by Pielstick to approve Resolutions #2006-80, #2006-81, #2006-82, #2006-83, and #2006-84 with the stipulation that the manager will complete a manager training.

#2006-85 – Approving Request of Perez, Inc. dba Tucanaso, 410 East 4th Street for a Class “C” Liquor License. Discussion was held regarding the hidden ownership of Anastacio Jacobo, spouse of the applicant.

Motion by Hornady, second by Whitesides to deny Resolution #2006-85. Upon roll call vote, Councilmember’s Meyer, Whitesides, Pielstick, Gilbert, Cornelius, Pauly, Hornady, and Haase voted aye. Councilmember’s Nickerson and Walker voted no. Motion adopted.

#2006-86 – Approving Request of Sarah R. Tjaden dba The Roadhouse Garage, 2710-B Diers Avenue for a Class “C” Liquor License. Discussion was held regarding the hidden ownership of Jeff Leo. State Patrol Investigator Lorri Rogers spoke about concerns during the background investigation. Mentioned was the fact that Jeff Leo was denied a liquor license for Bud’s Roadhouse by the Nebraska Liquor Control Commission on January 19, 2006 and on January 20, 2006 as Assignment of Lease was signed to Sarah Tjaden.

Motion by Hornady, second by Gilbert to deny Resolution #2006-86. Upon roll call vote, Councilmember’s Meyer, Whitesides, Pielstick, Gilbert, Pauly, Hornady, and Haase voted aye. Councilmember’s Nickerson, Cornelius, and Walker voted no. Motion adopted.

Approving Request of Silvia Perez Cevantes, 411 East 4th Street, Apt. 1 for Liquor Manager Designation for Tucanaso, 410 East 4th Street contingent upon the liquor license approval for Tucanaso and the stipulation that Ms. Perez Cevantes completes a state approved alcohol server/seller training program.

Motion by Pielstick, second by Whitesides to deny the request of Silvia Perez Cevantes for Liquor Manager designation for Tucanaso. Upon roll call vote, Councilmember's Meyer, Whitesides, Pielstick, Gilbert, Nickerson, Cornelius, Pauly, Hornady, and Haase voted aye. Councilmember Walker voted no. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Cornelius, second by Haase to approve the Claims for the period of February 29, 2006 through March 7, 2006, for a total amount of \$1,048,152.35. Motion adopted unanimously. (It was noted after the meeting an error was found making the total \$1,048,181.39.)

Motion by Corneilus, second by Haase to approve the following Claim for the Library Expansion for the period of February 29, 2006 through March 7, 2006:

| | |
|-----|-------------|
| #21 | \$92,844.07 |
| #22 | \$504.00 |

Motion adopted unanimously.

ADJOURNMENT: The meeting was adjourned at 8:35 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, March 28, 2006

Council Session

Item G3

**Approving Request of Sage Rath, 3111 College Street, Apt. #23 for
Liquor Manager Designation for Whiskey Creek, 1016 Diers
Avenue**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: March 28, 2006

Subject: Request of Sage Rath, 3111 College Street, Apt. #23 for Liquor Manager Designation for Whiskey Creek, 1016 Diers Avenue

Item #'s: G-3

Presenter(s): RaNae Edwards, City Clerk

Background

Sage Rath, 3111 College Street, Apt. #23 has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with the Class "I-39333" Liquor License for Whiskey Creek, 1016 Diers Avenue. This application has been reviewed by the Police Department and City Clerk's Office.

Discussion

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

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the request of Sage Rath, 3111 College Street, Apt. #23 for Liquor Manager Designation in conjunction with the Class "I-39333" Liquor License for Whiskey Creek, 1016 Diers Avenue with the stipulation that Mr. Rath complete a state approved alcohol server/seller training program.



**INTEROFFICE
MEMORANDUM**
Police Department

*Working Together for a
Better Tomorrow. Today.*

DATE: March 15, 2006
TO: RaNae Edwards, City Clerk
FROM: Brad Brush, Lt., Grand Island Police Department
RE: Liquor Manager Designation for Whiskey Creek, 1016 Diers Ave.

The Grand Island Police is in receipt of an application for Liquor Manager Designation from Sage Rath for Whiskey Creek, 1016 Diers Avenue, Grand Island, Nebraska.

An investigation ensued. The Grand Island Police Department has no objection to Mr. Rath being issued a Liquor Manager Designation.

BB/rk

A handwritten signature in cursive script that reads "Lt. Brush".

03/13/06
11:34

Grand Island Police Dept.
LAW INCIDENT TABLE

Page: 333
1

City : Grand Island
Occurred after : 11:29:20 03/08/2006
Occurred before : 11:29:20 03/08/2006
When reported : 11:29:20 03/08/2006
Date disposition declared : 03/08/2006
Incident number : L06030982
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License Investigation
Incident address : 1016 Diers Ave, suite 124
State abbreviation : NE
ZIP Code : 68803
Contact or caller : Captain Falldorf
Complainant name number :
Area location code : PCID Police - CID
Received by : Brush B
How received : T Telephone
Agency code : GIPD Grand Island Police Department
Responsible officer : Brush B
Offense as Taken :
Offense as Observed :
Disposition : CLO Closed Case
Misc. number :
Geobase address ID :
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status :

INVOLVEMENTS:

| Px | Record # | Date | Description | Relationship |
|----|----------|------|----------------|------------------|
| NM | 27080 | | Rath, Sage A | criminal history |
| NM | 27080 | | Rath, Sage A | Liq Mgr Appl |
| NM | 54053 | | Whiskey Creek, | Liq Busi |

LAW INCIDENT CIRCUMSTANCES:

| Se Circu Circumstance code | Miscellaneous |
|----------------------------|---------------|
| 1 | |

LAW INCIDENT NARRATIVE:

Request for assessment & recommendation in reference to the enclosed Liquor Manager Designation Application.

Applicant's name is Sage Rath
Business-Whiskey Creek 1016 Diers Ave, suite 124, Grand Island, NE 68803

I found the applicant had supplied false information in the application. Applicant answered "NO" to the question in reference to violations. In NCJIS database I found a guilty Plea by Waiver to speeding charge, 05-01-01.

03/13/06
11:34

Grand Island Police Dept.
LAW INCIDENT TABLE

333
Page: 2

Due to applicant having supplied false information, I checked his criminal history in the NCIC database, through the Grand Island Emergency Center. I found no other convictions.

Applicant answered "YES" to question reference to any prior application for liquor license, or manager of a liquor license. Rath indicated "Pappy Jacks" & 04/02 thru 01/05". Applicant failed to give a liquor license number as directed by the application form.

Nebraska Liquor License Commission advised this officer the applicant had a license at Pappy Jacks which was located near the Aurora, Nebraska Interchange. The business is presently closed, the license is no longer valid and there were no liquor license violations at that establishment during the liquor license in the applicant's name was in force.

I don't feel that the omission of the guilty plea by waiver by the applicant should disqualify him. The applicant needs to carefully read all paperwork involved in the application process and assume the reporting responsibilities that go along with every process within them.

The police department's recommendation is to accept this Liquor Manager Designation Application in the name of Sage Rath, for the business, Whiskey Creek 1016 Diers Ave, suite 124, Grand Island, NE 68803.

LAW INCIDENT OFFENSES DETAIL:

| Se | Offe | Offense code | Arson Dama |
|----|------|--------------|------------|
| 1 | | | 0.00 |

LAW INCIDENT RESPONDERS DETAIL:

| Se | Responding offi | Unit n | Unit number |
|----|-----------------|--------|-------------|
| 1 | Brush B | 208 | Brush B |



City of Grand Island

Tuesday, March 28, 2006

Council Session

Item G4

**Approving Request of WILE E. Investment Properties, LLC for
Conditional Use Permit for Temporary Use of a Home as a
Veterinary Clinic during Construction of a New Veterinary Clinic
Located at 210 East Stolley Park Road**

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

Staff Contact: RaNae Edwards



City of Grand Island

Tuesday, March 28, 2006

Council Session

Item G5

Approving Preliminary Plat for Ewoldt Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: March 28, 2006

Subject: Ewoldt Subdivision - Preliminary Plat

Item #'s: G-5

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

Background

This subdivision proposes to create 10 lots and 3 outlots on a parcel of land located in the NE ¼ 36-11-10. This land consists of approximately 96.32 acres.

Discussion

The developers have requested that the zoning on this property be changed from TA-Transitional Agriculture to CD-Commercial Development. As part of the CD zone they are submitting preliminary and final plats for approval. The approval of the final plat and subdivision agreement will constitute the Development Plan for this property as required by the CD zoning district.

If the change to zoning is approved the preliminary and final plats should also be approved.

The developers are proposing 10 lots adjacent to Husker Highway and U.S. Highway 281. They are also proposing 3 outlots. Outlot A is reserved for future development. The developers will ask for approval of an amended development plan and plat for Outlot A as some future date. Outlots B and C are reserved for drainage and will be used to accommodate storm waters.

Alternatives

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

1. Approve the preliminary plat as presented
2. Modify the preliminary plat to meet the wishes of the Council
3. Table the issue

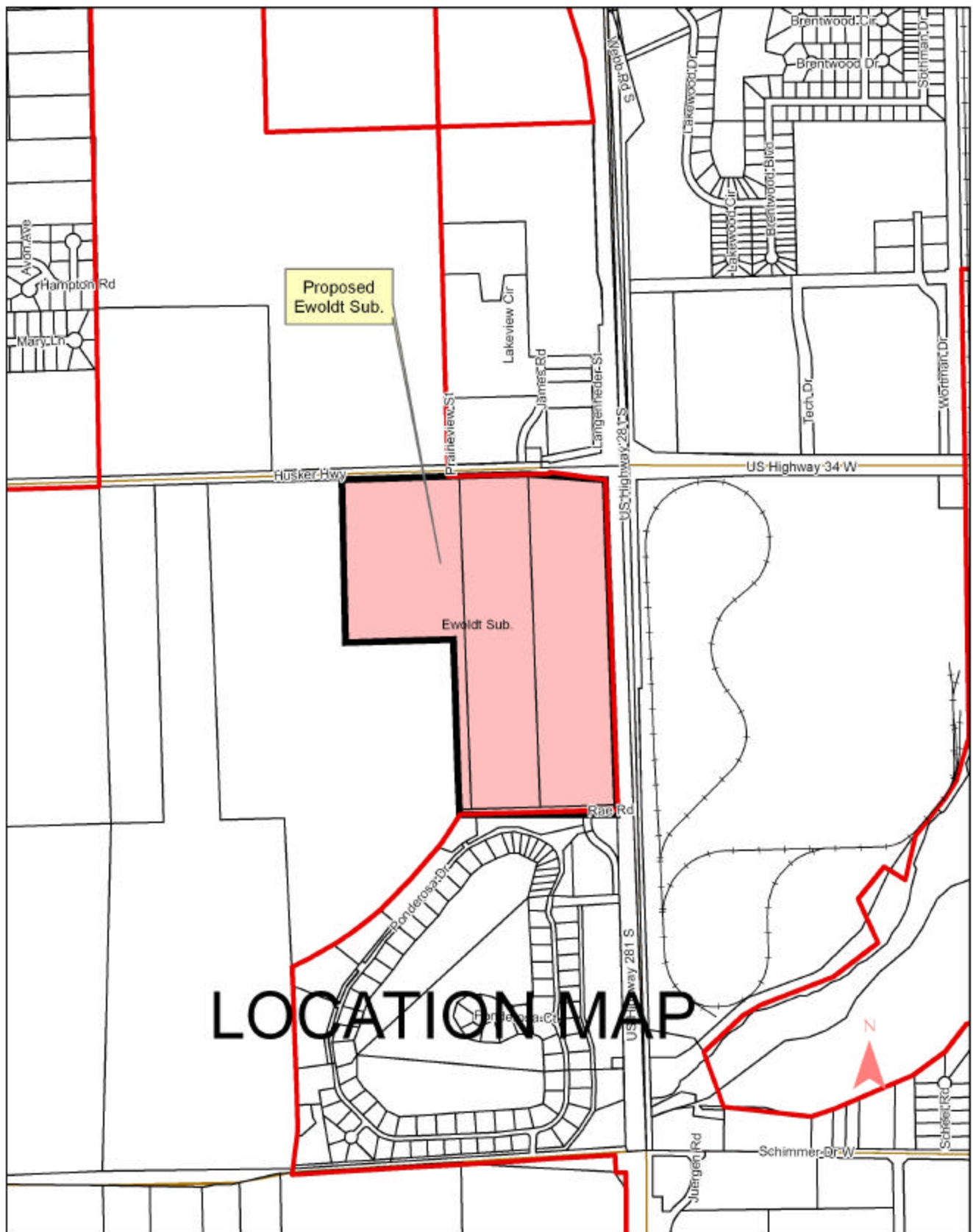
Recommendation

A motion was made by Amick 2nd by Hayes to approve the preliminary plat as presented.

A roll call vote was taken and the motion passed with 9 members present (Amick, Reynolds, O'Neill, Brown, Niemann, Miller, Eriksen, Ruge, Hayes) voting in favor.

Sample Motion

Approve the Preliminary Plat for Ewoldt Subdivision as presented.





City of Grand Island

Tuesday, March 28, 2006

Council Session

Item G6

**#2006-89 - Approving Final Plat and Subdivision Agreement for
Ewoldt Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: March 28, 2006
Subject: Ewoldt Subdivision - Final Plat
Item #'s: G-6
Presenter(s): Chad Nabity AICP, Regional Planning Director

Background

This subdivision proposes to create 10 lots and 3 outlots on a parcel of land located in the NE ¼ 36-11-10. This land consists of approximately 96.32 acres.

Discussion

The developers have requested that the zoning on this property be changed from TA-Transitional Agriculture to CD-Commercial Development. As part of the CD zone they are submitting preliminary and final plats for approval. The approval of the final plat and subdivision agreement will constitute the Development Plan for this property as required by the CD zoning district.

If the change to zoning is approved the preliminary and final plats should also be approved.

The developers are proposing 10 lots adjacent to Husker Highway and U.S. Highway 281. They are also proposing 3 outlots. Outlot A is reserved for future development. The developers will ask for approval of an amended development plan and plat for Outlot A as some future date. Outlots B and C are reserved for drainage and will be used to accommodate storm waters.

Alternatives

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

1. Approve the final plat as presented
2. Modify the final plat to meet the wishes of the Council
3. Table the issue

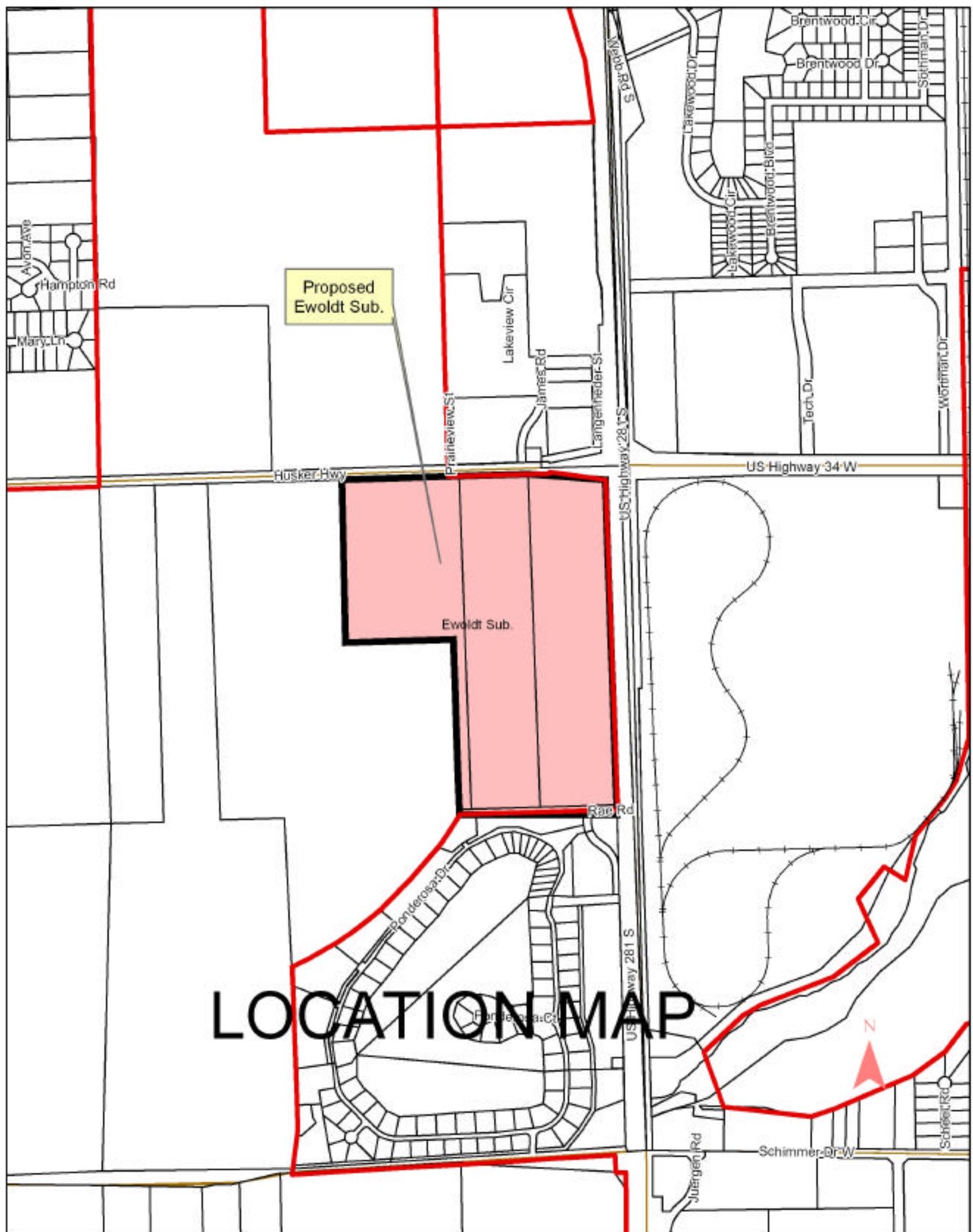
Recommendation

A motion was made by Amick 2nd by Hayes to approve the preliminary plat as presented.

A roll call vote was taken and the motion passed with 9 members present (Amick, Reynolds, O'Neill, Brown, Niemann, Miller, Eriksen, Ruge, Hayes) voting in favor.

Sample Motion

Approve the Final Plat for Ewoldt Subdivision as presented.



RESOLUTION 2006-89

WHEREAS, Husker Retail Development, L.L.C., a limited liability company, as owner, has caused to be laid out into lots, a tract of land consisting of part of the Northeast Quarter (NE1/4) of Section 36, Township 11 North, Range 10 West of the 6th P.M. in Hall County, Nebraska, under the name of EWOLDT SUBDIVISION, and has caused a plat thereof to be acknowledged by it as an addition to the City of Grand Island; and

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 28, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| March 23, 2006 | ☐ City Attorney |



City of Grand Island

Tuesday, March 28, 2006

Council Session

Item G7

**#2006-90 - Approving Designating No Parking Along the East Side
of Exchange Street**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: March 28, 2006

Subject: Consideration of Designating No Parking Along the East Side of Exchange Street

Item #'s: G-7

Presenter(s): Steven P. Riehle, Public Works Director

Background

Council action is required to designate No Parking on any public streets.

Discussion

The Public Works Department and the Grand Island Police Department have monitored the parking situation along Exchange Street. It is evident that when cars park along both sides of the street it reduces the traffic to one lane making access difficult for emergency vehicles.

Alternatives

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

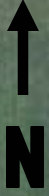
1. Approve the designation of No Parking along the East side of Exchange Street.
2. Refer the issue to a committee.
3. Postpone the issue to a future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council pass a resolution designating the East Side of Exchange Street as No Parking.

Sample Motion

Move to approve designating of No Parking on the East side of Exchange Street.



S. Locust Street

Exchange Rd

Oak Grove Inn

Bullwinkles

Club VooDoo

**Howard Johnson
Riverside Inn**

**Proposed No Parking on East
side of Exchange Road**



RESOLUTION 2006-90

WHEREAS, the City Council, by authority of §22-77 of the Grand Island City Code, may by resolution, entirely prohibit, or fix a time limit for the parking and stopping of vehicles in or on any public street, public property, or portion thereof; and

WHEREAS, due to potential traffic congestion and safety issues, the Public Works Department and the Police Department are requesting that No Parking be allowed along the east side of Exchange Road; and

WHEREAS, it is recommended that such restricted parking request be approved.

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

1. A No Parking Zone is hereby designated on the east side of Exchange Road.
2. The City's Street and Transportation Division shall erect and maintain the signs and street markings necessary to effect the above regulation.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 28, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 28, 2006

Council Session

Item G8

**#2006-91 - Approving Change Order No. 1 to the Contract with
The Diamond Engineering Company for the Capital Heights
Drainway Rip Rap & Grading; 2005-D-3 and for the Capital
Avenue Outfall Structure; 2005-D-4**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: March 28, 2006

Subject: Approving Change Order No. 1 to the Contract with The Diamond Engineering Company for the Capital Heights Drainway Rip Rap & Grading (2005-D-3) and the Capital Avenue Outfall Structure (2005-D-4)

Item #'s: G-8

Presenter(s): Steven P. Riehle, Public Works Director

Background

On October 25, 2005 the City of Grand Island entered into a contract with The Diamond Engineering Company for construction of the Capital Heights Drainway Rip Rap (2005-D-3) and the Capital Avenue Outfall Structure (2005-D-4). Any changes to the contract must be approved by the city council.

Discussion

The Engineering Division of the Public Works Department is submitting Change Order No. 1 in which decreases the amount paid to the contractor by \$589.40. The NRCS is cost sharing in the project and requires a Change Order to final out the quantities. A detailed summary is attached.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Change Order No. 1 to the contract with The Diamond Engineering Company for construction of the Capital Heights Drainway Rip Rap (2005-D-3) and the Capital Avenue Outfall Structure (2005-D-4).

Sample Motion

Move to approve Change Order No.1.

CONTRACTOR:
THE DIAMOND ENGINEERING CO.
GRAND ISLAND, NEBRASKA

CITY OF GRAND ISLAND, NEBRASKA
PROJECTS 2005-D-3 AND 2005-D-4

CHANGE ORDER 1-FINAL
DATE: March 3, 2006

| Item No. | Description | Price Bid | Plan Quantities | | Total Cost | | Quantities Placed | | Total Amount Completed | Quantity Change | Total Cost Change |
|---|--|-------------|-----------------|----|--------------|----|-------------------|----|------------------------|-----------------|-------------------|
| 1 | Remove Existing Sheet Piling | \$10,500.00 | 1 | LS | \$10,500.00 | LS | 1 | LS | \$10,500.00 | 0.00 | \$0.00 |
| 2 | 48" Reinforced Concrete Storm Sewer Pipe | \$235.00 | 46.34 | LF | \$10,889.90 | LF | 46.34 | LF | \$10,889.90 | 0.00 | \$0.00 |
| 3 | 48" Reinforced Concrete Flared End Section | \$1,770.00 | 1 | EA | \$1,770.00 | EA | 1 | EA | \$1,770.00 | 0.00 | \$0.00 |
| 4 | Steel Sheet Piling | \$20.80 | 2602.6 | SF | \$54,134.08 | SF | 2602.6 | SF | \$54,134.08 | 0.00 | \$0.00 |
| 5 | Rock Rip Rap, Type B | \$49.00 | 210 | TN | \$10,290.00 | TN | 208 | TN | \$10,192.00 | -2.00 | -\$98.00 |
| 6 | Rock Rip Rap, Type C | \$49.00 | 133 | TN | \$6,517.00 | TN | 118 | TN | \$5,782.00 | -15.00 | -\$735.00 |
| 7 | Reuse Existing Rip Rap | \$27.00 | 86 | CY | \$2,322.00 | CY | 86 | CY | \$2,322.00 | 0.00 | \$0.00 |
| 8 | Earthwork | \$7,000.00 | 1 | LS | \$7,000.00 | LS | 1 | LS | \$7,000.00 | 0.00 | \$0.00 |
| 9 | Seeding, Type 'B' | \$2,775.00 | 1 | LS | \$2,775.00 | LS | 1 | LS | \$2,775.00 | 0.00 | \$0.00 |
| 10 | Erosion Control, Type 'HV' | \$2.10 | 836 | SY | \$1,755.60 | SY | 742 | SY | \$1,558.20 | -94.00 | -\$197.40 |
| SUBTOTAL FOR BID SECTION A - PROJECT #2005-D-4 | | | | | \$107,953.58 | | | | \$106,923.18 | | -\$1,030.40 |
| BID SECTION B - PROJECT #2005-D-3 CAPITAL HEIGHTS DRAINWAY RIPRAP & GRADING | | | | | | | | | | | |
| 1 | Rock Rip Rap, Type A | \$49.00 | 580 | TN | \$28,420.00 | TN | 589 | TN | \$28,861.00 | 9.00 | \$441.00 |
| 2 | Earthwork | \$2,220.00 | 1 | LS | \$2,220.00 | LS | 1 | LS | \$2,220.00 | 0.00 | \$0.00 |
| 3 | Seeding, Type 'B' | \$1,550.00 | 1 | LS | \$1,550.00 | LS | 1 | LS | \$1,550.00 | 0.00 | \$0.00 |
| 4 | Re-grade Channel | \$8.80 | 160 | LF | \$1,408.00 | LF | 160 | LF | \$1,408.00 | 0.00 | \$0.00 |
| SUBTOTAL FOR BID SECTION B - PROJECT #2005-D-3 | | | | | \$33,598.00 | | | | \$34,039.00 | | \$441.00 |
| TOTAL | | | | | \$141,551.58 | | | | \$140,962.18 | | -\$589.40 |

Approved by THE DIAMOND ENGINEERING COMPANY

Signed

Approved by OLSSON ASSOCIATES

Signed

Approved by THE CITY OF GRAND ISLAND

Signed

RESOLUTION 2006-91

WHEREAS, on October 25, 2005, by Resolution 2005-303, the City of Grand Island awarded a \$141,551.58 bid for Project 2005-D-4-Capital Avenue Outfall Structure and Project 2005-D-3 Capital Heights Drainway Riprap and Grading to The Diamond Engineering Company of Grand Island, Nebraska; and

WHEREAS, the Natural Resources Conservation Service of the United States Department of Agriculture (NRCS) is cost sharing the work; and

WHEREAS, the NRCS requires a change order to final out the quantities; and

WHEREAS, such modifications have been incorporated into Change Order No. 1; and

WHEREAS, the result of such modification will decrease the contract amount by \$589.40 for a revised contract price of \$140,962.18.

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 Change Order No. 1 between the City of Grand Island and The Diamond Engineering Company of Grand Island, Nebraska to provide the modification set out as follows:

| | |
|---|----------|
| Rock rip rap, Type B – decrease 2 tons @ \$49.00..... | (98.00) |
| Rock rip rap, Type C – decrease 15 tons @ \$49.00 | (735.00) |
| Erosion control, Type "HV" – decrease 94 sq yd @ \$2.10 | (197.40) |
| Rock rip rap, Type A – increase 9 tons @ \$49.00 | 441.00 |

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 28, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| March 23, 2006 | ☐ City Attorney |



City of Grand Island

Tuesday, March 28, 2006

Council Session

Item G9

#2006-92 - Approving Certificate of Final Completion for the Capital Heights Drainway Rip Rap & Grading (2005-D-3) and for the Capital Avenue Outfall Structure (2005-D-4)

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: March 28, 2006

Subject: Certificate of Final Completion for the Capital Heights Drainway Rip Rap & Grading (2005-D-3) and the Capital Avenue Outfall Structure (2005-D-4)

Item #'s: G-9

Presenter(s): Steven P. Riehle, Public Works Director

Background

The contract for the Capital Heights Drainway Rip Rap and Grading (2005-D-3) and the Capital Avenue Outfall Structure (2005-D-4) was awarded to The Diamond Engineering Company of Grand Island, NE on October 25, 2005. The projects were to repair damages caused by the May 11, 2005 flood. The city entered into an agreement with the Natural Resources Conservation Service of the United States Department of Agriculture (NRCS) to cost share in the project. Work commenced on November 16, 2005 and was completed on February 10, 2006.

Discussion

The project was completed in accordance with the terms, conditions, and stipulations of the contract, the plans, and the specifications. It was completed on schedule at a construction price of \$140,962.18. Total cost of the project including engineering is \$158,231.71. Costs for the project break down as follows:

| | |
|---------------------------------------|----------------------|
| Original Bid | \$ 141,551.58 |
| Change Order #1 | \$ (589.40) |
| Sub Total (Construction Price) | \$ 140,962.18 |
| Additional Costs: | |
| Outside Engineering (Olsson Assoc.) | \$ 17,269.53 |
| Total Cost | \$ 158,231.71 |

The NRCS share of the total cost is estimated at \$122,991.00.

Alternatives

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

1. Move to approve the Certificate of Final Completion.
2. Refer the issue to a Committee.
3. Postpone the issue to future date.
4. Take no action on the issue.
- 5.

Recommendation

City Administration recommends that the Council approve the Certificate of Final Completion for the Capital Heights Drainway Rip Rap and Grading (2005-D-3) and the Capital Avenue Outfall Structure (2005-D-4).

Sample Motion

Move to approve the Certificate of Final Completion.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

CAPITAL AVENUE OUTFALL STRUCTURE 2005-D-4 CAPITAL HEIGHTS DRAINWAY RIPRAP & GRADING 2005-D-3

CITY OF GRAND ISLAND, NEBRASKA
MARCH 28, 2006

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

This is to certify that construction of the CAPITAL AVENUE OUTFALL STRUCTURE (2005-D-4) AND CAPITAL HEIGHTS DRAINWAY RIPRAP & GRADING (2005-D-3) has been fully completed by The Diamond Engineering Company of Grand Island, NE under the contract dated November 10, 2005. The construction was completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans, and the specifications. The work regarding the Drainage Project is hereby accepted for the City of Grand Island, Nebraska, by me as City Engineer / Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

Capital Avenue Outfall Structure (2005-D-4)

Capital Heights Drainway Riprap & Grading (2005-D-3)

| Item No. | Description | Total Quantity | Unit | Price | Total Cost |
|-------------|-------------|-------------------|------|-------|---------------|
|-------------|-------------|-------------------|------|-------|---------------|

| | | | | | |
|-----|--|---------|----|-------------|---------------|
| | SECTION A – 2005-D-4 | | | | |
| 1. | Remove Existing Sheet Piling | 1.00 | LS | \$10,500.00 | \$ 10,500.00 |
| 2. | 48" Reinforced Concrete Storm Sewer Pipe | 46.34 | LF | \$235.00 | \$ 10,889.90 |
| 3. | 48" Reinforced Concrete Flared End Section | 1.00 | EA | \$1,770.00 | \$ 1,770.00 |
| 4. | Steel Sheet Piling | 2602.60 | SF | \$20.80 | \$ 54,134.08 |
| 5. | Rock Rip Rap Type "B" | 208 | TN | \$49.00 | \$ 10,192.00 |
| 6. | Rock Rip Rap Type "C" | 118 | TN | \$49.00 | \$ 5,782.00 |
| 7. | Reuse Existing Rip Rap | 86 | CY | \$27.00 | \$ 2,322.00 |
| 8. | Earthwork | 336.70 | SY | \$7,000.00 | \$ 7,000.00 |
| 9. | Seeding Type "B" | 1.00 | LS | \$2,775.00 | \$ 2,775.00 |
| 10. | Erosion Control, Type "HV" | 742.00 | SY | \$2.10 | \$ 1,558.20 |
| | TOTAL SECTION A | | | | \$ 106,923.18 |
| | | | | | |
| | SECTION B – 2005-D-3 | | | | |
| 1. | Rock Rip Rap Type "A" | 589 | TN | \$49.00 | \$ 28,861.00 |
| 2. | Earthwork | 1.00 | LS | \$2,220.00 | \$ 2,220.00 |
| 3. | Seeding Type "B" | 1.0 | LS | \$1,550.00 | \$ 1,550.00 |
| 4. | Re-Grade Channel | 160 | LF | \$8.80 | \$ 1,408.00 |
| | TOTAL SECTION B | | | | \$ 34,039.00 |

| | |
|--|----------------------|
| TOTAL SECTIONS A & B | \$ 140,962.18 |
| SUB TOTAL (CONSTRUCTION COST) | \$ 140,962.18 |
| Additional Costs: | |
| <u>Outside Engineering (Olsson Associates)</u> | <u>\$ 17,269.53</u> |
| TOTAL COST | \$ 158,231.71 |

Respectfully submitted,

Steven P. Riehle
Public Works Director

March 28, 2006

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

I hereby recommend that the Engineer's Certificate of Final Completion for the Capital Avenue Outfall Structure (2005-D-4) and Capital Heights Drainway Riprap & Grading (2005-D-3) be approved.

Respectfully submitted,

Jay Vavricek
Mayor

RESOLUTION 2006-92

WHEREAS, the City Engineer / Public Works Director of the City of Grand Island has issued a Certificate of Final Completion for Project 2005-D-4 Capital Avenue Outfall Structure and Project 2005-D-3 Capital Heights Drainway Riprap and Grading, certifying that The Diamond Engineering Company of Grand Island, Nebraska, completed such project according to the terms, conditions, and stipulations of the contract, plans and specifications for such improvements; and

WHEREAS, the City Engineer recommends the acceptance of the certificate of final completion; and

WHEREAS, the Mayor concurs with such recommendation.

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 2005-D-4 Capital Avenue Outfall Structure and Project 2005-D-3 Capital Heights Drainway Riprap and Grading is hereby confirmed and approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 28, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 28, 2006

Council Session

Item G10

#2006-93 - Approving Agreement for Consulting Engineering Services for the Re-Permitting of the Solid Waste Landfill

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: March 28, 2006

Subject: Approving Agreement for Consulting Engineering Services for the Re-Permitting of the Solid Waste Landfill

Item #'s: G-10

Presenter(s): Steven P. Riehle, Public Works Director

Background

Every five years the Department of Environmental Quality (DEQ) requires all Landfills to be re-permitted. A request for proposals to perform Consulting Engineering Services for the Re-Permitting of the Solid Waste Landfill was developed.

The request for proposals was advertised in the Grand Island Independent on February 8, 2006 and mailed to six (6) engineering firms. Four (4) proposals were received on February 23, 2006. HDR Engineering, Inc. of Omaha, Nebraska was chosen for the re-permitting process.

Discussion

An agreement for the study was negotiated for the work to be performed at actual costs with a basic permit fee maximum of \$32,400 and a total maximum dollar amount of \$54,000.00.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the agreement for actual costs with a maximum amount of \$54,000.00.

Sample Motion

Move to approve the agreement with HDR Inc., of Omaha, NE to perform Consulting Engineering services for the Re-Permitting of the Solid Waste Landfill.

Exhibit A Scope of Services, Schedule and Fee

Project Scope of Services

The purpose of this scope is to describe the objectives, activities, deliverables, key understandings and approach which HDR will utilize in carrying out the permit renewal services requested by the City of Grand Island for the Grand Island Area Regional Landfill (Site).

The following detailed scope is based upon HDR's knowledge of the Site and operations in the past 5 years, review of the existing permit, and HDR's experience with NDEQ during other permit renewals. The proposed professional services for permit renewal and associated fee estimate are divided into four tasks. Since NDEQ may require changes or additional information that is currently unanticipated, tasks for NDEQ review revisions, meetings with the City and a public hearing are included.

Task 100 – Basic Permit Renewal

Objective:

To prepare the renewal application of the municipal solid waste disposal facility permit for the Grand Island Area Regional Landfill and submit to the NDEQ.

HDR Activities:

HDR will review the current permit and identify possible changes and updates for further discussion with the City. HDR will revise the permit based on City input.

HDR will attend and represent the City at the NDEQ comprehensive review meeting to be held at the City's transfer station administration building and landfill site visit. In conjunction with this meeting, HDR will review the NDEQ comment letter anticipated to be received prior to this meeting and be prepared to respond or ask further questions. Extensive NDEQ comments will be addressed under Task 200.

HDR anticipates the following areas will require updating:

- current waste volumes received;
- landfill volumetrics, effective density, and site life calculations;
- closure and post-closure cost updates;
- current site conditions drawing (uses most current topographic map as background);
- minor revisions and updates to the following permit appendices, as noted;
 - Body of Permit (minor updates and reference updates)
 - Legal Description (no updates)
 - Leachate Management Plan (reference updates)
 - Storm Water Management Plan/NPDES Permit (reference updates)
 - Operational Plan (minor updates and reference updates)
 - Groundwater Monitoring Plan (incorporate plan approved in 2003 & reference updates)

Exhibit A

Scope of Services, Schedule and Fee

- Landfill Gas Monitoring and Control Plan (reference updates)
- Construction Quality Assurance Plan (reference updates)
- Phase Site Development Plan (reference updates)
- Closure/Post-Closure Plan (minor updates and reference updates)
- Financial Assurance (cost updates to 2006)
- Hydrogeologic Characterization (no updates anticipated)
- Historic Site Investigation (no updates anticipated)
- Alternate Liner Demonstration (no updates anticipated)
- Approach to Design (no updates anticipated)
- Permit Drawings (no updates anticipated)
- Site Drainage Calculations (no updates anticipated)
- additional permit revisions from Task 200.

Based on more recent permit renewals with NDEQ, the permit appendices will be reorganized into “active” and “historic” volumes. This will involve global re-lettering of appendices and revising appendix references within documents to match.

HDR will identify the survey information required for the permit renewal process so that the City can obtain a survey that meets the needs of the permit renewal and the City’s ongoing operations. HDR will perform the landfill volumetrics and remaining site life calculations for financial assurance purposes based on the most current topographic survey (provided by the City) compared to the final closure contours.

HDR will submit one draft permit to the City for review. HDR will meet with the City to discuss the permit revisions and finalize for initial NDEQ submittal.

HDR will submit one copy of the permit to the NDEQ for initial review and comment. An additional copy will be provided to the City for their files. HDR will respond to NDEQ comments as identified under Key Understandings. Additional effort to respond to NDEQ is included in Task 200.

HDR will incorporate final revisions from Task 100 and Task 200 into the permit application, and provide eight copies of the Permit Application for the Grand Island Area Regional Landfill (5 to NDEQ and 3 to City). Final permit documents in Microsoft Word and Excel, AutoCAD, and PDF will be saved to a CD-Rom for the City.

Task Deliverables:

- One copy of draft permit for City review and comment.
- One copy of permit for NDEQ review and comment; with one copy to the City.
- Eight final permits for the Grand Island Area Regional Landfill (NDEQ-5; City-3).
- One CD-Rom of Final Permit documents in Word, Excel, AutoCAD or PDF files.

Key Understandings:

The City has already submitted the permit renewal request form and renewal fee required by Title 132 – Integrated Solid Waste Management Regulations to the NDEQ.

Exhibit A Scope of Services, Schedule and Fee

These basic permit renewal activities assume that NDEQ will not have significant changes from the existing permit, design and operations. Extensive NDEQ comments and revisions are addressed under Task 200.

The City will review the Operational Plan independently and identify proposed edits and updates to correspond with current City operations.

The City will provide all reasonably available data related to revisions and updates to the plans, including permit pages revised by the City in the past five years. The City will provide a copy of the most recent NPDES Permit for the landfill. The City will provide HDR with all waste quantities landfilled in the past five years and the most recent cost information available on landfill activities (i.e. groundwater monitoring, lab services, landfill gas monitoring, etc.) to update the closure and post-closure costs.

Topographic ground or aerial surveys are not included in this fee estimate. It is assumed that the City will separately obtain any surveying. Survey data will be available in electronic format as a digital terrain model (DTM) and will be supplied to HDR. Previous survey data may also be requested, as required to verify effective landfill density.

For basic permit renewal purposes, 12 professional hours have been allocated to respond to NDEQ comments on the permit submittal. Additional hours to respond are included in Task 200.

Planned Meetings:

One comprehensive permit review meeting with the City and NDEQ. Assume one HDR personnel will attend meeting. No other meetings are anticipated to be necessary with NDEQ other than conference calls.

One meeting with the City to review the draft permit and finalize the City's revisions to the permit. One HDR personnel will attend this meeting. Additional meetings, if required, are included in Task 300.

Task 200 – NDEQ Review Revisions

Objective:

To address additional comments and revisions required by NDEQ which are not included with basic permit renewal activities under Task 100.

HDR Activities:

HDR will complete permit revisions due to unanticipated NDEQ comments and changes or extensive City requested changes. These changes could occur during NDEQ's comprehensive review or during review of the permit submittal. Whenever possible, HDR will first attempt to discuss the comments and requested changes with NDEQ to

Exhibit A

Scope of Services, Schedule and Fee

determine whether the comment has already been addressed within the existing plans of the permit. HDR will keep meeting minutes of these discussions with NDEQ.

Individual permit pages affected by these permit revisions will be e-mailed or faxed for City review.

Task Deliverables:

- Meeting minutes delivered electronically.
- Draft copy of individual permit pages that are affected by NDEQ's comments.
Printing of the complete draft permit and final permit copies included in Task 100.

Key Understandings:

NDEQ may request additional information, investigations, drawings, or calculations during the renewal process that could take significant efforts to complete. Through communications with NDEQ, HDR will attempt to eliminate unreasonable requests or direct the NDEQ to areas within the existing permit. Notwithstanding, 100 professional hours have been included to address NDEQ's potentially extensive comments.

If additional geotechnical data or survey data is required by NDEQ, the City will contract separately for those services. This data would be made available in electronic format and supplied to HDR.

The individual changed pages will be e-mailed or faxed. Transfer of large files or drawings are anticipated to be accomplished through access of HDR's ftp site.

Planned Meetings:

Additional meetings are included in Task 300. All other communications will be handled through conference calls, e-mail, facsimile, or US Postal mail.

Task 300 – Additional City Meetings

Objective:

To allow for additional meetings with the City, if necessary, due to extensive NDEQ review comments.

HDR Activities:

HDR will meet with the City in Grand Island to review additional permit revisions and activities. HDR will summarize the meeting discussions into minutes for distribution to attendees.

Task Deliverables:

Meeting Minutes delivered electronically.

Exhibit A

Scope of Services, Schedule and Fee

Key Understandings:

Up to 2 meetings are anticipated to occur at the City's transfer station. All other communications will be handled through conference calls, e-mail, facsimile, or US Postal mail.

Planned Meetings:

Two meetings in Grand Island with one HDR personnel attending.

Task 400 – Public Hearing

Objective:

To represent the City in a public hearing, if one is required during the permit renewal process.

HDR Activities:

HDR will prepare one presentation board and a one-page "landfill facts summary" handout for the public hearing.

HDR will represent the City in the public hearing.

Task Deliverables:

- One presentation board.
- 30 copies of one page handout.

Key Understandings:

If a public hearing has been requested after public notice of the permit renewal, the City or NDEQ will arrange the location and time of the public hearing. The public hearing is assumed to occur in the evening.

Planned Meetings:

One public hearing in the evening is anticipated. Assumes two HDR personnel will attend the public hearing. HDR will meet with the City immediately prior to the start of the public hearing.

Exhibit A

Scope of Services, Schedule and Fee

Project Schedule

The following schedule is based on NDEQ's recent directive regarding how the public notice period for permit renewal must be completed at least three months prior to permit expiration, in case a public hearing is required.

| | |
|------------------------------|---|
| March 2006 | Attend NDEQ comprehensive permit review meeting and site visit / Project kick-off meeting |
| March – April 2006 | Gather all permit documents and data to review with City and identify any City requested changes to the permit |
| April 2006 | Meet with City to review draft permit renewal |
| May 10, 2006 | Submit updated permit to NDEQ for review (request extension for landfill survey results and volumetrics, site life, and financial assurance update) |
| May 2006 | Conduct landfill volumetrics |
| June 5, 2006 | Receive NDEQ's comments on draft permit renewal and provide follow-up |
| June 27, 2006 | Submit final permit to NDEQ |
| July 2006 | NDEQ 30-day public notice of permit renewal |
| August/September 2006 | NDEQ 30-day public notice of public hearing (if required) |
| October 2006 | Represent City at public hearing (if required) |
| November 2006 | NDEQ approve permit renewal prior to November 18 th |
| November 2006 | Complete CD-Rom (electronic files) of Grand Island Area Regional Landfill Permit |

Exhibit A Scope of Services, Schedule and Fee

Compensation

HDR will provide the services described in the Scope of Services for estimated fees as indicated in the table below. HDR may alter the distribution of compensation between individual tasks to be consistent with services actually rendered, but shall not exceed the maximum amount unless approved in writing by the Owner through a contract amendment to this Agreement.

| Task | Task Fees |
|--|------------------|
| 100 – Basic Permit Renewal | \$32,400 |
| 200 – NDEQ Review Revisions (as required) | \$13,600 |
| 300 – Additional City Meetings (if required) | \$3,000 |
| 400 – Public Hearing (if required) | \$5,000 |
| Total Tasks 100 - 400 | \$54,000 |

Compensation for services shall be on a Per Diem basis. Per Diem shall mean an hourly labor rate paid as total compensation for each hour an employee works on the project, plus Reimbursable Expenses.

Labor Rates

Hourly labor rate will be equal to Payroll Costs times a multiplier of two and three tenths (2.3). Payroll Cost is defined in the Agreement for Engineering Services.

Reimbursable Expenses

| <i>Expense</i> | <i>Rate</i> |
|--|------------------------------|
| Subconsultants | At Cost |
| Telephone – Conference Call Services | At Cost |
| Printing & Mapping | At Cost |
| Travel Expenses | At Cost |
| Other Miscellaneous Direct Project Expenses (e.g. mailing) | At Cost |
| Computer Charges | \$4.10/project labor hour |



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
CONSULTING SERVICES FOR THE RE-PERMITTING
OF THE SOLID WASTE LANDFILL**

RFP DUE DATE: February 23, 2006 at 4:00 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: February 8, 2006

NO. POTENTIAL BIDDERS: 6

SUMMARY OF PROPOSALS RECEIVED

Miller & Associates
Keaney, NE

Jacobson Helgoth Consultants
Omaha, NE

HDR
Omaha, NE

Olsson Associates
Grand Island, NE

cc: Steve Riehle, Public Works Director
Danelle Collins, Admin. Assist. PW
David Springer, Finance Director
Laura Berthelsen, Legal Assistant

Ben Thayer, WWTP Supt.
Gary Greer, City Administrator
Dale Shotkoski, Purchasing Agent

P1069

RESOLUTION 2006-93

WHEREAS, the City of Grand Island invited proposals for Consulting Services for the Re-Permitting of the Solid Waste Landfill in accordance with a Request for Proposals on file with the Public Works Department; and

WHEREAS, proposals were received, reviewed and evaluated in accordance with established criteria; and

WHEREAS, HDR Engineering, Inc. of Omaha, Nebraska, submitted a proposal in accordance with the terms of the request for proposals and all statutory requirements contained therein and the City Procurement Code, such proposal being for actual costs with a basic permit fee maximum of \$32,400 and a total maximum dollar amount of \$54,000.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of HDR Engineering, Inc. of Omaha, Nebraska, for consulting services for the Re-Permitting of the Solid Waste Landfill for actual costs with a basic permit fee maximum of \$32,400 and a total maximum dollar amount of \$54,000 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 28, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| March 23, 2006 | ☐ City Attorney |



City of Grand Island

Tuesday, March 28, 2006

Council Session

Item G11

**#2006-94 - Approving Installation of a Temporary Traffic Signal
at the Intersection of Diers Avenue and Capital Avenue**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: March 28, 2006

Subject: Approving Installation of a Temporary Traffic Signal
at the Intersection of Diers Avenue and Capital
Avenue

Item #'s: G-11

Presenter(s): Steven P. Riehle, Public Works Director

Background

An engineering study and council approval is needed for the installation of traffic signals.

Discussion

The warrants for the installation of a traffic signal were met in an engineering study performed by the Public Works Department. The Grand Island Utilities Department will install poles; the Street and Transportation Division will put up the span wire, signal heads and install the traffic signal controller. The temporary traffic signal will be replaced with a permanent traffic signal as part of the project to widen Capital Avenue from the Moores Creek Drainway to Webb Road.

Alternatives

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

1. Approve the installation of the temporary traffic signal at the intersection of Diers Avenue and Capital Avenue.
2. Refer the issue to a Committee.
3. Postpone the issue to a future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council approve the installation of the temporary traffic signal.

Sample Motion

Approve the installation of the temporary traffic signal.

KSYZ

Pump and Pantry

49+00

50+00

51+00

52+00

53+00

Detention Cell

NUE



RESOLUTION 2006-94

WHEREAS, the City Council, by authority of §22-77 of the Grand Island City Code, may by resolution, direct the placing of traffic control devices upon any street or portion thereof; and

WHEREAS, warrants for the installation of a traffic signal at the intersection of Diers Avenue and Capital Avenue were met in an engineering study performed by the Public Works Department; and

WHEREAS, it is recommended that a temporary traffic signal be installed to ease traffic congestion and improve safety in such area; and

WHEREAS, a permanent traffic signal will be installed at the intersection of Diers Avenue and Capital Avenue in conjunction with the project to widen Capital Avenue from the Moores Creek Drainway to Webb Road.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the installation of a temporary traffic signal is hereby approved at the intersection of Diers Avenue and Capital Avenue.

BE IT FURTHER RESOLVED, that a permanent traffic signal will be installed at such intersection as part of the project to widen Capital Avenue from the Moores Creek Drainway to Webb Road.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 28, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 28, 2006

Council Session

Item G12

#2006-95 - Approving Contract for the Nebraska Department of Roads to Acquire Right-of-Way Adjacent to the City Library for the Widening of US HWY 30

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: March 28, 2006

Subject: Approving Contract with the Nebraska Department of Roads to Sell Property Along the City Library for the Widening of US HWY 30

Item #'s: G-12

Presenter(s): Steven P. Riehle, Public Works Director

Background

Council approval is needed for the Mayor to sign contracts. The Nebraska Department of Roads (NDOR) is working with the City of Grand Island Public Works Department on a joint project to widen US HWY 30 (Second Street) from a 4-lane to a 5-lane roadway. The existing road is 50' wide and the new roadway will be 64' wide. Approximately 7' of widening occurs on the north side of 2nd Street and 7' on the south side of 2nd Street.

Discussion

In conjunction with the widening project, additional Right-of-Way (ROW) and Temporary Easements are needed.

Between Washington Street and Lincoln Street

The City of Grand Island is the owner of the property where the current library is located. The NDOR is acquiring 962.17 square feet of ROW and 2,703.05 square feet of Temporary Easement. The total dollar amount of the contract is \$8,020.00.

Between Adams Street and Washington Street

The Library Board is the owner of the property where the new Library parking lot will be built. The NDOR is acquiring 956.41 square feet of ROW and 2,771.03 square feet of Temporary Easement. The Library Board will be considering a contract with NDOR in the amount of \$9,110.00 at their board meeting.

Alternatives

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

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

Recommendation

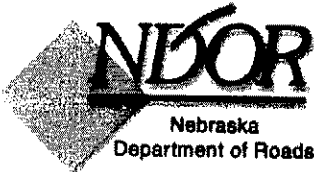
City Administration recommends that the Council approve the contract.

Sample Motion

Move to approve the contract.

OWNERS COPY

Project No.: 30-4(103) - Tr. 33



STATE OF NEBRASKA
DEPARTMENT OF ROADS

ACQUISITION CONTRACT

Copies to:

1. Right of Way Division, Nebraska Department of Roads
2. Owner (NDOR Approved)
3. Owner
4. District Engineer
5. Project Manager

Project No.: 30-4(103)
Control No.: 40352
Tract No.: 33

THIS CONTRACT, made and entered into this _____ day of _____, 20____
by and between **City of Grand Island, Nebraska,** _____

Address: _____

hereinafter called the OWNER, and the State of Nebraska, Department of Roads, hereinafter called the STATE.

RIGHT OF WAY

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby agrees to execute to the STATE, a deed which will be prepared and furnished by the STATE, to certain real estate described as follows:

A TRACT OF LAND LOCATED IN LOTS 5, 6, 7 AND FRACTIONAL LOT 8 IN FRACTIONAL BLOCK 2, SPAULDING & GREGG'S ADDITION, AND FRACTIONAL LOT 8 IN FRACTIONAL BLOCK 2, ARNOLD PLACE ADDITION TO GRAND ISLAND, HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY CORNER OF SAID LOT 5; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT, A DISTANCE OF 16.42 FEET; THENCE EASTERLY DEFLECTING 134 DEGREES, 58 MINUTES, 01 SECONDS RIGHT A DISTANCE OF 18.65 FEET; THENCE NORTHEASTERLY DEFLECTING 45 DEGREES, 00 MINUTES, 00 SECONDS LEFT A DISTANCE OF 250.81 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 8, ARNOLD PLACE ADDITION; THENCE SOUTHEASTERLY ALONG SAID LINE DEFLECTING 90 DEGREES, 01 MINUTES, 59 SECONDS RIGHT A DISTANCE OF 3.39 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 8; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINES OF LOT 8, ARNOLD PLACE ADDITION AND LOTS 8, 7 AND 6, SPAULDING AND GREGG'S ADDITION DEFLECTING 90 DEGREES, 00 MINUTES, 00 SECONDS RIGHT A DISTANCE OF 264.00 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 962.17 SQUARE FEET, MORE OR LESS.

TEMPORARY EASEMENT

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby grants to the STATE a Temporary Easement to certain real estate described as follows:

A TRACT OF LAND FOR SHAPING PURPOSES LOCATED IN LOTS 5, 6, 7 AND FRACTIONAL LOT 8 IN FRACTIONAL BLOCK 2, SPAULDING & GREGG'S ADDITION, AND FRACTIONAL LOT 8 IN FRACTIONAL BLOCK 2, ARNOLD PLACE ADDITION TO GRAND ISLAND, HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHERLY CORNER OF SAID LOT 5; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT, A DISTANCE OF 16.42 FEET TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY DEFLECTING 0 DEGREES, 00 MINUTES, 00 SECONDS A DISTANCE OF 14.13 FEET; THENCE EASTERLY DEFLECTING 134 DEGREES, 58 MINUTES, 01 SECONDS RIGHT A DISTANCE OF 24.49 FEET; THENCE NORTHEASTERLY DEFLECTING 45

DEGREES, 00 MINUTES, 00 SECONDS LEFT A DISTANCE OF 246.67 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 8, ARNOLD PLACE ADDITION; THENCE SOUTHEASTERLY ALONG SAID LINE DEFLECTING 90 DEGREES, 01 MINUTES, 59 SECONDS RIGHT A DISTANCE OF 10.00 FEET; THENCE SOUTHWESTERLY DEFLECTING 89 DEGREES, 58 MINUTES, 01 SECONDS RIGHT A DISTANCE OF 250.81 FEET; THENCE WESTERLY DEFLECTING 45 DEGREES, 00 MINUTES, 00 SECONDS RIGHT A DISTANCE OF 18.65 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 2703.05 SQUARE FEET, MORE OR LESS.

UPON COMPLETION AND ACCEPTANCE OF PROJECT 30-4(103), ALL RIGHTS, INTEREST AND USE OF THE ABOVE DESCRIBED TEMPORARY EASEMENT AREA(S) SHALL BE RETURNED TO THE GRANTOR AND TO ITS SUCCESSORS AND ASSIGNS WITH THE AFORESAID CHANGES COMPLETED.

It is understood that the easement area(s) may be used for the temporary relocation of utilities during the construction of the project.

The STATE agrees to purchase the above described Right of Way and/or Easement(s) and to pay, therefore, upon the delivery of said executed Deed and/or Easement(s). If the OWNER so desires, he/she shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

| | |
|--|--------------------|
| Purchase 962.17 Sq. Ft. @ \$6.50 per Sq. Ft., net amount | \$ 6,260.00 |
| Temporary easement for shaping containing 2,703.05 Sq. Ft., net amount | 1,760.00 |
| TOTAL | \$ 8,020.00 |

It is agreed and understood that the STATE is hereby granted an immediate right of entry upon the premises described above.

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived his/her right to receive such payment.

Expenses for partial release of mortgages will be paid by the STATE, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the STATE to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

REMARKS

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

The representative of the STATE, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the STATE.

STATE OF NEBRASKA
DEPARTMENT OF ROADS

OWNER

By _____
Right of Way Manager

Date _____

Dated this _____ day of _____, 20 _____

On the above date, before me a General Notary Public duly commissioned and qualified, personally came

to me known to be the identical person _____ whose name _____ affixed
to the foregoing instrument as grantor _____ and acknowledged the same to
be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

Notary _____

My commission expires the _____ day of _____, 20 _____

STATE OF _____

ss.

County

Dated this _____ day of _____, 20 _____

On the above date, before me a General Notary Public duly commissioned and qualified, personally came

to me known to be the identical person _____ whose name _____ affixed
to the foregoing instrument as grantor _____ and acknowledged the same to
be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

Notary _____

My commission expires the _____ day of _____, 20 _____

STATE OF _____

ss.

County

VACATED WASHINGTON STREET

ARNOLD AND ABBOTT'S

ADDITION

STREET

16.49' 19.26'

18.38'

10' TEMPORARY EASEMENT

3' R.O.W.

3' R.O.W.

10.57'

SECOND

STREET

WASHINGTON STREET

LINCOLN

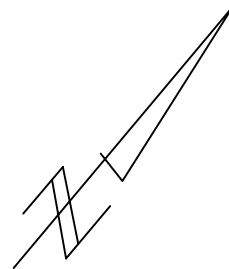
LEGEND



10' TEMPORARY EASEMENT AREA



RIGHT OF WAY ACQUIRED



RESOLUTION 2006-95

WHEREAS, the City has been working with the Nebraska Department of Roads on a joint project to widen U.S. Highway 30 (2nd Street) from a 4-lane to a 5-lane roadway; and

WHEREAS, the existing road is fifty feet wide, and the new roadway will be sixty-four feet wide; and

WHEREAS, the Nebraska Department of Roads is working to acquire right-of-way and a temporary easement adjacent to the Edith Abbott Memorial Library to accommodate the widening project; and

WHEREAS, an Acquisition Contract and related documents have been reviewed and approved by the City Attorney's office for this purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Acquisition Contract by and between the City and the Nebraska Department of Roads for the state to acquire right-of-way and a temporary easement adjacent to the library for the widening of 2nd Street is hereby approved; and the Mayor is hereby authorized and directed to execute such contract and related documents on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 28, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| March 23, 2006 | ☐ City Attorney |



City of Grand Island

Tuesday, March 28, 2006

Council Session

Item G13

**#2006-96 - Approving Interlocal Agreement with Hall County for
Law Enforcement Records Management and Computer Aided
Dispatch**

Staff Contact: Paul Bresino

Council Agenda Memo

From: Paul M. Briseno, Assistant to the City Administrator

Meeting: March 28, 2006

Subject: Renewal of the Interlocal Agreement with Hall County for Law Enforcement Records Management and Computer Aided Dispatch

Item #'s: G-13

Presenter(s): Paul M. Briseno, Assistant to the City Administrator

Background

The Interlocal Law Enforcement Committee is requesting the approval of two additional voting members to the Interlocal Agreement for Law Enforcement Records Management and Computer Aided Dispatch. The additions, approved by the Interlocal Law Enforcement Committee, include the Emergency Management Director and the County's IT Director. This addition will increase the voting members from 5 to 7. The number of voting members to hold meetings will remain at 5.

This is a renewal agreement. There is one change from the previous agreement which allows the two additional voting members representing the city and county.

Discussion

The interlocal Law Enforcement committee has approved the additional appointments. On February 7, 2006 the Hall County Board approved the renewal of the Interlocal Agreement for Law Enforcement Records Management and computer Aided Dispatch.

Alternatives

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

1. Make a motion to approve the renewal of the Interlocal Agreement for Law Enforcement Records Management and Computer Aided Dispatch
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 renewing the Interlocal Agreement for Law Enforcement Records Management and Computer Aided Dispatch with Hall County.

Sample Motion

Motion to approve the renewing of the Interlocal Agreement for Law Enforcement Records Management and Computer Aided Dispatch with Hall County.

INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT RECORDS MANAGEMENT
AND COMPUTER AIDED DISPATCH
BY AND BETWEEN
THE COUNTY OF HALL AND
THE CITY OF GRAND ISLAND

THIS AGREEMENT, made and entered into this 7 day of Sept-2006, ~~2005~~, by and between the County of Hall, Nebraska, a body politic and corporate and a political subdivision of the State of Nebraska, hereinafter referred to as the "County," and the City of Grand Island, a municipal corporation and a political subdivision of the State of Nebraska, hereinafter referred to as the "City," WITNESSETH:

WHEREAS, the County owns, operates, and maintains a computerized law enforcement records management database and network system, based upon Spillman technologies, Inc. software, for use by the Hall County Sheriff and Hall County Department of Corrections; and

WHEREAS, the County is willing to provide to the City internet and e-mail services, law enforcement records management and computer aided dispatch data services, and software sublicenses as set forth herein; and

WHEREAS, the city desires to contract with the County for the above-described services and sublicenses under the terms and conditions set forth herein.

NOW, THEREFORE, the parties mutually covenant and agree as follows:

I. Definitions: As used herein, the following terms shall have the following definitions.

- A. "Job-specific Software" means the integrated law enforcement/emergency services/emergency communications software package utilized pursuant to this agreement. The initial job-specific software shall be law enforcement software published and/or licensed by Spillman Technologies, Inc., to wit: The job-specific software modules to be utilized are; hub; jail management; traffic; vehicle' personnel; CAD; Picture Link; Law Records; Laptop; Field Reporting; Live Scan Fingerprint Interface; Summit Emulator; E911; NFS Maestro; Rover and Geobase (to be acquired); OBDC; and Crystal Report Writer.
- B. "LAN" means a local area computer and data network.
- C. "Primary LAN" or Primary Local Area Network" means the County's local area network.
- D. "Shared Job-specific Software" means job-specific software shared by all county and city agencies authorized to enter or change data within the integrated law enforcement, emergency services, and 911 computer software package.
- E. "System." Shall mean the County's primary LAN, the network and job specific software, and the shared databases.
- F. "User," for purposes of the job-specific software shall mean a person authorized to log onto the network system and make changes to the job-specific software database(s). For all other purposes, "User" means a person authorized to log onto the County's

Primary LAN.

II. Term. This agreement shall commence on the date last executed by the parties hereto for a period of two years. Said agreement shall automatically renew for no more than five successive terms of one year each unless written notice of the non-renewal is provided by the non-renewing party to the other party not less than 90 days prior to the expiration of the then current term.

III. County Responsibilities. The County Shall provide:

- A. An internet and Intranet structure for the operation of the City's Police Department LAN through connection of the city's Police Department LAN to the County's Primary LAN.
- B. Except as provided in Article IV, all network and Shared Job-specific Software required for operation of an integrated law enforcement/emergency dispatching database.
- C. Except as provided in Article IV, software support as available through the software publishers an/or licensors.
- D. Internet and Intranet E-mail access through the County's primary LAN.
- E. System account management and reports to City's department heads as requested.
- F. Non-Shared Job-specific Software and sublicenses as requested by the City.

IV. City Responsibilities.

- A. All personal computers and workstations, including mobile terminals and radio transceivers, required for City's operations, initial software licenses for operating systems and office suite, and all necessary hardware and software for operation of the City's Police Department LAN. Said hardware and software shall meet the minimum specifications and requirements required by the publishers of the Shared Job-specific Software and the County's Primary LAN system.
- B. All data entry required to input City's data into the shared databases and into the City's individual databases, if any.
- C. Appropriate fiber optic cables, switches, and routers necessary to connect the City's Police Department LAN with the County's primary LAN.
- D. Support and maintenance of the City's hardware, software, and data link.
- E. Training for City's staff for software purchased shall be determined by the City at the appropriate time and by individual(s) of the City's choosing.

V. Consideration. In consideration of the services provided by the County, the City shall pay to the County on an annual basis the fees and assessments as set forth herein:

- A. A Network assessment consisting of a pro-rata assessment based on the number of city-authorized Primary LAN users to the total Primary LAN users. Said assessments shall be calculated based upon the cost of anticipated Primary LAN hardware and software additions, replacements, upgrades, maintenance, support and repairs.
- B. A job-specific software assessment consisting of a pro-rata assessment based on the number of city-authorized shared job-specific software users to the total number of

shared job-specific software users. Said assessments shall be calculated based upon the cost of anticipated software additions, replacements, upgrades, maintenance, and support. Said job-specific software assessment shall also include an assessment for job-specific software obtained at the request of and utilized solely by a city agency or department. In such case, the assessment shall be in an amount equal to 100% of the costs associated with such software acquisition, installation, maintenance, support, upgrades, and training. Provided, however, assessments will be made pro rata on a work station basis for any software licensed on a work-station basis.

- C. The number of users shall be audited and determined annually on April 1. Fees and assessments shall be billed to the City on or prior to June 1 of each calendar year. Said amounts shall be paid by the City to the County in equal quarterly payments of one-fourth the annual assessment due and payable on September 30, December 31, March 31, and June 30 of each year.

VI. Network Availability. The County's LAN will be available as set forth in this Article.

- A. The County Shall take reasonable measures to ensure availability and operation of the system twenty-four hours a day, seven days a week. The County shall provide support staff to be contacted in the event that the City requires assistance. A list of such personnel will be required, and also locations at which said staff can be reached.
- B. The County reserves the right to schedule preventative maintenance on all systems. When possible, preventative maintenance will be scheduled a minimum of two weeks in advance and attempt to minimize impacts on both parties. The County will make reasonable attempts to schedule software and hardware upgrades to minimize the impact on the City's operations. Scheduled maintenance may result in loss of service to the system for a period of time.
- C. Emergency maintenance will be coordinated with the City.

VII. Data Access.

- A. The County shall allow the City access to computer programs and stored data for which licensing has been purchased by the City or on behalf of the City. Access to the City's data and County's law enforcement and Corrections data will be established and directed by the County in cooperation with the City. Data entered into the system by the parties shall become a part of the shared database, shall be subject to maintenance and archival procedures as determined by the County in cooperation with the City.
- B. Access to the job-specific software modules and databases shall be limited to the City's and County's law enforcement/criminal justice and emergency services agencies. Said agencies shall provide access to the dissemination of such data only to the extent required by the Nebraska "Security, Privacy, and Dissemination of Criminal History Information Act," Neb.Rev.Stat. §§ 29-3501, et seq., and Neb.Rev.Stat. §§ 84-84-712 through 84-712.09.
- C. Neither party shall sell, give, loan, lease or otherwise transfer title, possession, or allow

the access or use of any of the shared data or screens by any person, firm, corporation or other entity without prior written approval of the other party.

- D. The County may limit, control or prioritize the access to the shared databases to the extent necessary for scheduled shutdowns for backups or maintenance and unscheduled shutdowns due to hardware or software malfunctions. The County shall provide advance notice, of no less than forty-eight hours, to the City of all scheduled shutdowns for backups and maintenance.

VIII. Security. The County shall provide authentication, Internet, and job-specific software security. The City shall be responsible for securing its own computers against all unauthorized access.

- A. The City, as well as the County, will take measures to prevent unauthorized third party indirect access to the County's LAN and shared databases. Should unauthorized use of either party's access occur, any damages or costs of litigation including attorney's fees incurred by either party shall become the financial responsibility of the party whose system was accessed.
- B. Each user shall be assigned a unique user account with a unique password. Sharing of accounts within an agency is prohibited.
- C. Employees of the parties shall utilize the job specific software and shared database solely for law enforcement, corrections, and emergency dispatching purposes.

IX. Backups/Disaster Recovery. The County shall backup the system databases to tape on a nightly basis. The tapes shall be saved for a period of 120 days and then rotated. The County will not maintain information longer than this period unless an extended period is requested by the City. The expense of any such City-requested extended backup shall be borne by the City.

X. Use of Software. The use of the job-specific and network software shall be in accordance with the licensing policies of the publishers.

XI. Configuration and Addressing. The City will be responsible for setting-up and configuring the Police Department's LAN, computers, and workstations for Internet and e-mail processing to the County's server using specifications, computer addresses and identification assigned by the County's network administrator.

XII. Configuration Management. All configuration changes to the County's LAN will be made by the County who will consult with the City. The City shall be responsible for all configuration changes to its personal computers and workstations.

XIII. System Advisory Committee. The parties shall establish a System Advisory Committee, hereinafter referred to as the "Committee," as herein set forth.

- A. The committee members shall consist of the following:

1. Police Chief, Grand Island Police Department
2. Hall County Sheriff
3. Director, Hall County Department of Corrections
4. One member of the County Board of Supervisors
5. City Administrator, or designee
6. City Council Member
7. The Director of the City-County Emergency Dispatching Agency
8. Hall County IT Director

No System Advisory Committee meeting can be held with less than five (5) voting members present. It shall also take five (5) affirmative votes of the Committee to take any action.

- B. The Committee shall meet at least once each calendar quarter with the County's System Administrator, who shall advise the committee regarding the system status; system maintenance; configuration changes; hardware and software upgrades; system planning; and recommended management of the system.
- C. Any member may designate an individual, who must be a full-time employee of either the City or the County, to serve as an alternate who shall be authorized to participate and vote on behalf of the principal member.
- D. The Committee shall provide recommendations regarding the operation of the job-specific data network system and shall report in writing to the County Board of Supervisors and the City Council on or prior to May 1 of each year regarding:
 1. System status and condition
 2. Recommended management plans
 3. Recommended appropriations

XIV. Data Ownership. The County and the City shall jointly own data stored within the Shared Job-specific Software hub. All other data shall remain the data of the agency which input such data into the databases.

XV. Transfer of Data upon Termination. Upon termination of this agreement and written request by the City, the County shall transfer the City's data and a copy of the jointly owned data in accordance with the City's requested format instructions. The costs of such transfer shall be the responsibility of the City.

XVI. Implementation. Upon execution of this agreement, the parties shall take such actions as necessary to implement this agreement within a reasonable time thereafter.

XVII. Warranties. The services, software, and hardware provided hereunder are provided without any express or implied warranties except such warranties, if any, provided by the publisher of the software and by the hardware manufacturers and distributors. The information supplied by the County described herein is provided on an "as is" basis "with all faults." The obligations of the County and the

rights and remedies of the City set forth in this clause are exclusive and in substitution for all the warranties, obligations, and liabilities of the County and rights, claims and remedies of the City against the County express or implied, arising by the law or otherwise, with respect to any data provided hereunder, including but not limited to any implied warranty arising from course of dealing or uses of trade, and any obligation, liability, right, claim or remedy for tort, or for any actual or alleged infringement of patents, copyrights or similar rights of third parties, or for any other direct, incidental or consequential damages.

XVIII. Modification. This agreement may be modified only by written agreement of the parties.

XIX. Termination. Upon an event of default by either party, the non-defaulting party may terminate this agreement. Events of default include but are not limited to the following:

- A. Wrongful use of the shared database.
- B. Unauthorized copying of the shared data.
- C. A material failure to abide by the terms, conditions or requirements expressed in this agreement.

The non-defaulting party shall give written notice of default to the other party, which party shall have thirty (30) days to correct the condition constituting the default.

In the event this agreement is determined or adjudicated to be in conflict with Federal or State law, County resolutions, or City resolutions or ordinances which are in effect at the time of this agreement or as may be subsequently imposed or adopted, the parties shall, within ten (10) days of any such determination or adjudication, enter negotiations in good faith to amend or modify this agreement so as to eliminate the conflict. If said negotiations are unsuccessful, either party may immediately terminate this agreement.

XX. Assignment. The City/County shall not assign any right or interest in this agreement without the written permission of both parties.

XXI. Property. Any property acquired or made available by any party for the purposes of this agreement shall remain the property of the party acquiring or making such property available and shall be disposed of by such party as provided by law, regulations, or ordinance governing the same.

XXII. No Separate Entity. There shall be no separate legal entity created through this interlocal cooperation agreement. The City and County shall jointly administer said agreement.

XXIII. Assistance. Pursuant to the Interlocal Cooperation Act, any party to this agreement may appropriate funds and may sell, lease, give, or otherwise provide assistance, including personnel and services, as may be within the party's legal power to furnish.

XXIV. Funding. Future funds required can not be guaranteed by the parties. Necessary funds can be budgeted for and when approved can be utilized for said project.

XXV. Emergency Dispatching. The parties agree that the systems as services provided hereby to the City shall also be provided to the City-County Emergency Dispatch Agency to the extent necessary to provide an integrated, shared emergency dispatching capability for the City and the County. The Joint agency shall be assessed for such use in a manner similar to that set forth in Section V, above.

Dated _____, 2005

City of Grand Island, Nebraska

by: _____
Mayor

[attest]

City Clerk

Approved as to form:

Douglas R. Walker
City Attorney

Dated 02-07-06, 2005

The County of Hall

by: James M. Eriksen
Hall County Board of Supervisors

[attest]

Maude J. Conley
County Clerk

Approved as to form:

[Signature]
Deputy Hall County Attorney

RESOLUTION 2006-96

WHEREAS, on July 24, 2001, by Resolution 2001-197, the City Council of the City of Grand Island approved an Interlocal Agreement for Law Enforcement Records Management and Computer Aided Dispatch between the City and the County of Hall; and

WHEREAS, a System Advisory Committee was established in accordance with such agreement to oversee the implementation of the terms of such agreement; and

WHEREAS, it has been recommended that two additional voting members to the System Advisory Committee be approved, which would include the Emergency Management Director and the County's IT Director; and

WHEREAS, a new Interlocal Agreement for Law Enforcement Records Management and Computer Aided Dispatch has been reviewed and approved by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Interlocal Agreement for Law Enforcement Records Management and Computer Aided Dispatch by and between the County of Hall and the City of Grand Island is hereby approved; and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 28, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| March 23, 2006 | ☐ City Attorney |



City of Grand Island

Tuesday, March 28, 2006

Council Session

Item G14

#2006-97 - Approving Lease Agreement for Jackrabbit Run Golf Course with Hall County Regional Airport Authority

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks and Recreation Director

Meeting: March 28, 2006

Subject: Golf Course Lease

Item #'s: G-14

Presenter(s): Steve Paustian, Parks and Recreation Director

Background

The City has leased land from the Hall County Airport Authority for use as a Municipal Golf Course for the past thirty years. Two fifteen year contracts have been implemented to facilitate this use. The second fifteen year contract is set to expire on April 30, 2006.

Discussion

The City has negotiated a new lease to continue the operation of the Municipal Golf Course at its current location. Several changes are incorporated into this new lease. The primary differences include a twenty year instead of fifteen year duration, a fee schedule that includes a 3% annual escalation clause (see exhibit B) and the ability to shut down the golf course, if necessary to facilitate air shows.

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 accept the terms of the proposed lease and authorize the Mayor to sign the agreement.

Sample Motion

Motion to approve new golf course lease with the Hall County Airport Authority.

HALL COUNTY AIRPORT AUTHORITY

and

THE CITY OF GRAND ISLAND, NEBRASKA

GOLF COURSE LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into this _____ day of _____, 2006, by and between the Hall County Airport Authority, Grand Island, Nebraska, ("Authority") and The City of Grand Island, Nebraska("City").

WITNESSETH:

In consideration of the lease of real property, covenants and agreements as set forth herein, the parties agree as follows:

ARTICLE I.

PREMISES

The Authority, in furtherance of its statutory duty to generate revenue to support airport operations and in furtherance of its public purpose to provide funding for aviation service for Central Nebraska, hereby leases to City for its exclusive use, and for no other use except as agreed to by the Authority under provisions set forth herein, a tract of land including building and other improvements described as set forth on attached Exhibit "A" consisting of 174.46 acres more or less (the "leased premises").

ARTICLE II.

OBJECTIVES AND PURPOSE OF LEASE

Subsection 2.01 Use of leased Premises.

1. The City shall use the leased premises as a public golf course and uses incidental thereto.

Subsection 2.02 Prohibited Uses.

1. The City may not use any part of the leased premises or the improvements located thereon for any activity or purpose other than as set forth in Section 2.01, unless such use is approved in

writing by the Authority.

2. The City may not enter the aviation portions of the airport unless City demonstrates an operational need and Authority approves such access.

ARTICLE III.

TERM AND COMPENSATION

Subsection 3.01 Initial Term.

The term of this lease shall be for a period of twenty (20) years, effective May 1, 2006, and terminating April 30, 2026 without further notice unless extended by agreement of the parties.

Subsection 3.02 Building & Ground Site Rent.

The City agrees to pay Authority as rent for the leased premises the sum of FIFTEEN THOUSAND SEVEN HUNDRED ONE DOLLARS and FORTY CENTS (\$15,701.40) for the lease year commencing May 1, 2006 which is payable on or before May 1, 2006. In order to assure Authority compliance with Department of Transportation Airport Compliance Order 5190.6A (dated October 2, 1989), effective May 1, 2007 annual rent shall increase by three percent (3%) and as of May 1 of each year thereafter annual rent shall increase an additional three percent (3%) in excess of annual rent for the immediately preceding year all in accordance with the Rent Schedule attached as Exhibit "B". Rent shall be due and payable in advance on or before May 1 of each lease year.

Subsection 3.03 Assignment/Subletting.

This Agreement may not be assigned or sublet without Authority approval as detailed in Article XII.

ARTICLE IV.

CITY'S FUTURE CONSTRUCTION REQUIREMENTS

Subsection 4.01 Acceptance of Leased Premises.

The City accepts the leased premises in its current condition **"AS – IS, WHERE – IS"** **WITHOUT WARRANTY OF ANY NATURE AS TO THE CONDITION OF THE LEASED PREMISES** based upon the City's knowledge of the leased premises as a long term tenant in possession of the leased premises. The City may, at its sole expense, make improvements or alterations to the leased premises, as provided in this Article IV. Such improvements to existing buildings, future buildings, structures, fencing, roadways, utility lines, and additions are to be in furtherance of the purposes set forth in Article II. Provided, however, that no building, structure, fencing, roadway, utility lines, addition or improvement of any nature shall be made or installed by the City without the prior

written consent of the Authority as herein provided.

Subsection 4.02 Approval of Future Construction Plans.

The City covenants and agrees that it shall submit plans showing the general site plan, design and character of any building or structural improvements and their locations, including drainage and roadways to the Authority for approval. Authority agrees to consider such plans within 30 days of receipt from the City. All construction will be in accordance with such plans and specifications and the Airport Master Plan. The City agrees to complete and submit Federal Aviation Administration Form 7460-1, Notice of Proposed Construction, or Alteration, through the Airport Director's Office, and receive favorable determination prior to any commencement of any construction or alterations, as required by part 77 of the Federal Aviation Regulations.

Subsection 4.03 As-Built Drawings.

Within ninety (90) days following completion of any future construction, the City shall present to the Authority a complete set of "as-built" drawings including, but not limited to, architectural renderings, specifications, plumbing and electrical plans, as applicable.

Subsection 4.04 Ownership of Improvements.

At expiration of the lease term and all extensions or renewals, any building, fixture, structure, addition or improvement, excluding personal property as defined in Article XI, Subsection 11.02, on the Leased Premises, shall immediately become the property of the Authority, as owner.

ARTICLE V.

OBLIGATION OF CITY

Subsection 5.01 Net Lease

1. The use and occupancy of the leased premises by the City shall be without any cost or expense to the Authority. It shall be the sole responsibility of the City to operate the entirety of the leased premises and all maintenance and repairs to the improvements and facilities thereon at the City's sole cost and expense.

2. The City at all times shall keep in a clean and orderly condition and appearance all of the Leased Premises and all of the City's fixtures, equipment, and personal property which are located thereon. The City shall perform mowing and snow removal from the Leased Premises. The City shall not commit or suffer to be committed any nuisance on the Leased premises. Except in storage tanks and in the manner approved by the appropriate governmental authorities, City shall not store any gasoline or other fuel or materials likely to give off fumes or gases or any material likely to constitute a fire, safety or security hazard on the leased premises.

Subsection 5.02 Utilities.

The City shall assume and pay for all costs or charges for all utilities to the leased premises during the term hereof including all service, connection fees, construction, repairs, inspections and maintenance.

Subsection 5.03 Trash, Garbage, Etc.

The City shall pick up, and provide for, a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, hazardous materials and other refuse caused as a result of its operations. The City shall provide and use suitable receptacles for all such garbage, trash, and other refuse. The storage of boxes, cartons, barrels, pallets, debris, inoperative vehicles and equipment, or similar items in an unattractive or unsafe manner, on or about the leased premises, shall not be permitted.

Subsection 5.04 Nondiscrimination.

The City, for itself, its successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that (a) no person on the grounds of race, color, national origin or other illegal discriminatory classification shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the leased premises; (b) that in the construction of any improvements on, over, or under such land and the furnishing of services thereof, no persons on the grounds of race, color or national origin or other illegal discriminatory classification shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (c) that the City shall use the leased premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and said Regulations may be amended, to the extent that said requirements are applicable, as a matter of law, to the City. With respect to the leased premises, the City agrees to furnish services on a fair, equal and not unjustly discriminatory basis to all users thereof.

Subsection 5.05 Observance of Statutes, etc.

At City's cost, the City shall observe and comply with any and all requirements of all Federal, State or local statutes, ordinances, regulations and standards applicable to the City for its use of the leased premises.

Subsection 5.06 Hazard Lights

The City shall, at its expense, provide and maintain hazard lights on any current or future structure erected by the City on the leased premises, if required by the Authority and FAA regulations. Any hazard lights so required shall comply with the specifications and standards established for such installations by the FAA.

Subsection 5.07 Airport Security.

The City recognizes the Authority's required compliance with Federal Aviation Regulations concerning airport security and the City agrees to comply in its use of the leased premises, as applicable.

Subsection 5.08 Minimum Standards.

The City acknowledges receipt of a copy of the Authority's Minimum Standards and Rules and Regulations ("Standards") previously approved by Authority. The Standards as adopted, and as may hereafter be amended or revised by Authority from time to time during the term of this Lease, are incorporated as part of the terms and conditions of this lease agreement as if fully set forth herein.

ARTICLE VI.

OBLIGATIONS OF THE AUTHORITY

Subsection 6.01 Ingress and Egress.

Upon paying the rent and performing the covenants of this agreement, the City shall have the right of ingress to, and egress from, the leased premises for the City, its officers, employees, agents, servants, customers, vendors, suppliers, patrons, and invitees over the roadways serving the area of the leased premises.

ARTICLE VII.

AUTHORITY'S RESERVATIONS

Subsection 7.01 Improvement, Relocation or Removal of Structure.

1. The Authority, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the airport for aviation related use, including the leased premises. The Authority retains the right to take any action it considers necessary to protect the aerial approaches of the airport against obstructions, together with the right to prevent the City from erecting any buildings or other structures on the airport which, in the opinion of the Authority would limit the usefulness of the Airport or constitute a hazard to aircraft.

2. It is not anticipated that Authority will require the leased premises for aviation related use during the lease term; **HOWEVER**, in the event the Authority needs the leased premises or any part thereof for expansion, improvements, development of the airport for aviation purposes, the Authority reserves the right, on one (1) year advance written notice to City to terminate this lease for the leased premises or any part thereof. If part of the leased premises is taken for aviation use by Authority, rent shall be adjusted in accordance with a prorated calculation of lost square footage of the leased

premises or the City may terminate the lease without penalty if the remaining part of the leased premises is insufficient to maintain and operate a public golf course. If all of the leased premises are taken by Authority, the lease shall terminate without penalty or further liability for rent.

3. It may be necessary or advisable to widen Shady Bend Road during the lease term in order to improve access to the airport or improve access to the anticipated National Guard Facility. Accordingly, upon at least sixty (60) days prior written notice to the City, Authority may, at Authority's expense, relocate fences, utilities and other improvements adjacent to Shady Bend Road up to a distance of twenty (20) feet in a westerly direction. In such event, the City agrees to execute any necessary plats, consents and documents as may be necessary or appropriate to accomplish the widening of Shady Bend Road. If part of the leased premises is taken for the widening of Shady Bend, rent shall be adjusted in accordance with a prorated calculation of lost square footage of the leased premises

Subsection 7.02 Inspection of Leased Premises.

The Authority, through its duly authorized agent, shall have at any reasonable time with prior notice, the full and unrestricted right to enter the leased premises for the purpose of periodic inspection and to investigate compliance with the terms of this agreement. In event of emergency, Authority's authorized agents and representatives and authorized security personnel may enter the leased premises at any time with notice to the City as soon as practical.

ARTICLE VIII.

INDEMNITY AND INSURANCE

Subsection 8.01 Indemnification.

1. The City agrees to indemnify, save, hold harmless, and defend the Authority, its board, officers, agents and employees, its successors and assigns, individually or collectively, from and against all liability for any claims and actions and all reasonable expenses incidental to the investigation and defense thereof, in any way arising out of or resulting from any acts, omissions or negligence of the City, its agents, employees, licensees, successors and assigns, or those under its control; in, on or about the leased premises; provided, however, that the City shall not be liable for any injury, damage, or loss occasioned by the negligence of willful misconduct of the Authority, its agents or employees. When City or Authority has knowledge of any adverse claim, it shall give prompt written notice to the other party.

2. The City shall indemnify, save, hold harmless and defend the Authority, its board, officers, agents and employees, its successors and assigns, individually or collectively, from and against all liability for any claims and actions and all expenses incidental to the investigation and defense thereof, in any way arising from or based upon the violation of any federal, state or municipal laws, statutes, ordinances, or regulations by the City's agents, employees, licensees, successors and assigns, or those under its control. The City shall not be liable for any claims and actions and expenses incidental to the investigation and defense thereof, in any way arising from or based upon violation of any federal, state

or municipal laws, statutes, ordinances, or regulations by the Authority, its agents, employees, licensees, successors and assigns, or those under its control.

Subsection 8.02 Liability Insurance.

1. Without limiting the City's obligation to indemnify the Authority, the City shall provide, pay for, and maintain in force at all times during the term of this Agreement a policy of comprehensive general liability insurance to protect against bodily injury liability and property damage in an aggregate amount of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any person for any number of claims arising out of a single occurrence and FIVE MILLION DOLLARS (\$5,000,000.00) for all claims arising out of a single occurrence; statutory workmen's compensation insurance; and any other policies of insurance reasonably required by the Authority.

2. The aforesaid insurance amounts and types of insurance shall be reviewed from time to time by the Authority and may be adjusted by the Authority if the Authority reasonably determines such adjustments are necessary to protect the Authority's interests. The City shall furnish the Authority, as evidence that such insurance is in force, a certified copy of the insurance certificate including the Authority as additional insured within 30 days after the policy(s) is issued. Said policies shall provide for thirty (30) days written notice to the Authority prior to the cancellation of or any material change in such policies.

8.03 Fire and Extended Coverage Insurance.

The City shall procure and keep in force at all times during the term of this agreement replacement value insurance on the buildings on the leased premises against loss and damage by fire, casualty and extended coverage perils. The City shall provide a certificate of insurance prior to commencement of the lease and annually thereafter. The City shall be responsible for insuring its personal property and equipment as it deems appropriate.

8.04 Damage to Premises.

If the leased premises or any fixed improvements on the leased premises shall be partially or totally destroyed or damaged, the lease shall continue in full force and effect.

8.05 Waiver of Subrogation.

It is agreed that if the leased premises shall be destroyed in whole or in part by any cause or causes covered by standard fire and extended coverage insurance forms, the City shall not be liable for or responsible to Authority or any insurer or insurers of Authority and the Authority shall not be liable for or responsible to City or any insurer or insurers of the City for and in respect to any such damage or destruction, and Authority hereby specifically waives any and all rights of subrogation which its insurer or insurers may have against City for such losses, damages or destruction, and the City hereby specifically waives any and all right of subrogation which its insurer or insurers may have against the Authority for such losses, damages or destruction, all notwithstanding the fact that the same is caused in whole or

in part by the neglect of City or any of City's officers, agents, employees, invitees or otherwise or by the neglect or negligence of Authority or any of Authority's officers, agents, employees, invitees or otherwise.

8.06 Environmental Impairment.

The City agrees to comply with all local, state and federal environmental regulations and statutes affecting its operations throughout the term of the lease. The City shall not cause any additional storage tanks to be installed on the Authority property without prior approval of the Authority. Existing storage tanks are not effected by this Lease.

The use, storage and disposal of any fertilizers, herbicides, fungicides, pesticides, petroleum products and any other regulated hazardous chemicals or materials, and disposal of containers thereof, shall be made by the City in such a manner as to specifically prevent any spilling, leaking, emitting, discharging, escaping, leaching or disposing and undue accumulation of any such products causing any contamination of the soil, ground water, surface water, sanitary sewer systems, storm water system or subsurface soils. If applicable, City shall prepare, provide to Authority and comply with a Spill Prevention Control and Countermeasure (SPCC) Plan and such other plans as may be required as a result of City's use of the leased premises.

In the event that there are violations of any of the requirements set forth in this paragraph during the term of this Lease, the City shall be responsible for cleanup of the contaminated area, at City's expense, including the payment of any and all fines or other penalties, regardless of the time frame that may be required by any authorities supervising the elimination of the contamination, even though such is required beyond the term of this lease. Any violation, spill, or discharge shall be **IMMEDIATELY** reported to Authority's Executive Director.

ARTICLE IX.

CANCELLATION BY THE AUTHORITY

Subsection 9.01 Events of Default by City.

Each of the following events shall constitute an "Event of Default by City":

1. The City fails to pay rent, fees or charges when due, and such default continues for a period of thirty (30) days after receipt of written notice of default from the Authority.
2. The City fails, after receipt of written notice from the Authority, to keep, perform or observe any term, covenant or condition of this Agreement, and such failure continues for sixty (60) days after such receipt.

Subsection 9.02 Remedies for City's Default.

Upon the occurrence of an Event of Default by the City:

The City shall remain liable to the Authority for all arrearages of rent, fees and charges payable hereunder and for all preceding breaches of any covenant herein contained. The Authority shall have the right of re-entry and may remove all operations, persons and property from the leased premises as provided by law.

2. Should the Authority elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided by law, it may, at any time, subsequent to an Event of Default by the City, either terminate this agreement or relet the leased premises, or any part thereof, for such terms (which may be for a shorter or longer term) and conditions, and for such rentals, fees and charges, as the Authority in its sole discretion may deem advisable, with the right to make alterations, repairs or improvements on said leased premises.

3. No re-entry or reletting of the leased premises by the Authority shall be construed as an election of the Authority's part to terminate this agreement unless a written notice of such intention is given to the City. In reletting the leased premises, the Authority shall be obligated to make a good faith effort to attempt to obtain terms and conditions no less favorable to itself than those contained herein and otherwise seek to mitigate any damage it may suffer as a result of event of default by the City.

4. Unless the Authority elects to terminate this Agreement, the City shall remain liable for and promptly pay all rent, fees and charges accruing hereunder until termination of this Agreement at the expiration date set forth herein. The City's responsibility concerning environmental matters as set forth in Subsection 8.07 shall continue notwithstanding termination of the lease.

5. In the event that the Authority relets the leased premises, rentals, fees and charges received by the Authority from such reletting shall be applied: first, to the payment of any indebtedness other than rent, fees and charges due hereunder from the City to the Authority; second, to the payment of any cost and legal fees of such reletting; third, to the payment of rent, fees and charges due and unpaid hereunder; and the residue, if any, shall be held by the Authority and applied in payment of future rent, fees and charges as the same may become due and payable hereunder. Should that portion of such rent, fees and charges received from such reletting applied to the payment of rentals, fees and charges due hereunder be less than the rent, fees and charges payable during applicable period by the City hereunder, then City shall pay such deficiency to the Authority. The City shall also pay to the Authority, as soon as ascertained, any costs and expenses incurred by the Authority in such reletting not covered by the rent, fees and charges received from such reletting.

ARTICLE X.

CANCELLATION BY CITY IN EVENT OF DEFAULT BY THE AUTHORITY

Subsection 10.01 Events of default by the Authority.

Each of the following events shall constitute an "Event of Default by the Authority:

1. The Authority fails after receipt of written notice from City to keep, perform or observe any term, covenant or condition herein contained to be kept, performed or observed by the Authority and such failure continues for sixty (60) days.

2.

It is further understood and agreed that if the United States Government find it necessary to demand possession of the leased premises for any military, necessary, or emergency governmental use, in such event, the Authority and the City shall each have the right to cancel this lease upon giving thirty (30) days written notice to the other, and in such event, the City's obligation to pay rent, insurance, and utilities for the leased premises shall cease as of the effective date of termination. If the lease is terminated as provided in this subparagraph 2, the City shall have the right of first of refusal to renew this lease for the balance of this lease term within ninety (90) days after receipt of written notice from Authority of the termination of such government use. Rent shall be payable for the first year of the renewed lease at the same rental rate that was in effect as of the date of termination and shall increase annually thereafter at a three percent (3%) rate.

Subsection 10.02 Remedies for Authority's Defaults.

Upon the occurrence of an event of default by the Authority, the City shall have the right to suspend this Agreement and all rent, fees and charges payable by City under this agreement shall abate during a period of suspension, or the City may terminate this Agreement which shall also terminate its obligation to pay future rent thereafter.

ARTICLE XI.

RIGHTS UPON TERMINATION

Subsection 11.01 Fixed Improvements.

It is the intent of this Agreement that the leasehold improvements and alterations, and items affixed thereto shall become the property of the Authority at expiration of the lease term and any extensions or renewals. In Authority's discretion, the City shall either leave all or some permanent improvements and fixtures or remove all or some of such improvements and fixtures at City expense and restore the property where fixtures are removed upon expiration of the lease term and any extensions or renewals. Notwithstanding the foregoing, the property shall be returned to Authority upon expiration or termination of the lease as a golf course. The City shall not be required to restore the leased premises to

a farming suitable condition.

Subsection 11.02 Personal Property.

Upon termination of this agreement, the City shall remove all personal property and items not affixed from the leased premises.

ARTICLE XII.

ASSIGNMENT AND SUBLETTING

1. The City shall not assign this agreement, or any part thereof, in any manner whatsoever, or assign any of the privileges recited herein, without the prior written consent of the Authority. Neither shall the City sublet any portion of the land, buildings, facilities or privileges contained herein without Authority's consent. In the event the Authority consents to such assignment or subletting, City shall remain liable to the Authority for compliance with all lease terms for the balance of the term of the lease, including, but not limited to the obligation to pay to the Authority the rent payable as provided herein upon failure of the assignee or subtenant to pay the same when due.

2. The City shall provide the Authority copies of all assignments and subleases between the City and its subtenants or assignees. The assignment/sublease shall require the assignee/ subtenant to comply with all the terms and conditions contained in this original lease. Notwithstanding the foregoing, the City may enter into concession contracts incidental to operation of the golf course without prior approval of Authority. The City shall provide copies of its concession contracts to Authority.

ARTICLE XIII.

QUIET ENJOYMENT

The Authority covenants that the City, upon payment of the rent and the performance of each and every covenant, agreement, and condition herein, shall have, hold and enjoy the leased premises for the term aforesaid SUBJECT TO:

1. The right of Authority, its aviation patrons and the public to use the airspace over the leased premises including aircraft landing and taking off from the airport and all noise incidental thereto; and
2. The right of Authority, the United States of America and the State of Nebraska to enter upon the leased premises in event of war, national emergency or disaster.
3. The right of Authority to take all or part of the leased premises as provided in Article VII.

ARTICLE XIV.

GENERAL PROVISIONS

Subsection 14.01 Non-Interference with Operations of Airport.

The City, by accepting this agreement, expressly agrees for itself, its successors and assigns that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft at airport or otherwise constitute a hazard to the aviation operations at the airport. In the event the aforesaid covenant is breached, the Authority reserves the right to immediately enter upon the leased premises and cause the abatement of such interference or hazard at the expense of the City with or without notice.

Subsection 14.02 Attorney's Fees.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover interest and its reasonable attorney's fees.

Subsection 14.03 Taxes and Special Assessments.

It is anticipated that property tax will not be assessed against the leased premises; **HOWEVER**, the City shall be responsible to pay any leasehold tax, real estate tax, and all personal property taxes, or other taxes which may be assessed against its interest or the leased premises, if any, and shall pay all taxes, for its personal property belonging to the City located on the leased premises.

Subsection 14.04 Right to Contest.

The City shall have the right to contest the validity or amount of any tax, assessment or charge, lien or claim of any kind in respect to the leased premises. The City, so long as the matter shall remain undetermined by final judgment, shall not be considered in default hereunder by the nonpayment thereof.

Subsection 14.05 Air Show.

In the event special acts performing at an air show at the airport require a restricted air box for safety purposes, the Authority reserves the right to close the golf course or part of the golf course and prohibit public access to the leased premises or any part thereof only for the limited time period as may be necessary for safety purposes not to exceed four (4) calendar days annually. As a condition to any temporary restriction or closure, Authority shall provide at least six (6) months prior written notice to City. Such closure or partial closure shall not abate or reduce the City's rent obligation.

Subsection 14.06. Disclaimer of Reversion.

The City declares and agrees that its use of the leased premises as a public golf course does not constitute grounds for reversion of such premises to the City of Grand Island.

Subsection 14.07 License Fees and Permits.

The City shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under federal, state or local laws and regulations insofar as they are necessary to comply with the requirements or this agreement and the privileges extended hereunder.

Subsection 14.08 Non Exclusive Rights.

It is hereby specifically understood and agreed between the parties that nothing herein contained shall be construed as granting or authorizing the granting of exclusive rights to the City or others as prohibited by federal law, rule and regulation.

Subsection 14.09 Paragraph Headings.

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of the Agreement.

Subsection 14.10 Interpretation.

This agreement shall be interpreted in accordance with the laws of the State of Nebraska. Should any part of this agreement be adjudicated, venue shall be proper only in the District Court of Hall County, Nebraska.

Subsection 14.11 Non-Waiver.

No waiver of any condition or covenant in this instrument contained or of any breach thereof, shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

Subsection 14.12 Severability.

If any term or provision of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each other term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

Subsection 14.13 Binding Effect.

This lease, including all of its covenants, terms, provisions and conditions, shall be binding upon an inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

Subsection 14.14 No Partnership.

Nothing contained in this lease shall be deemed to create the relationship of principal and agent or of partnership or joint venture or any relationship between the Authority and City other than the relationship of the Authority and City.

Subsection 14.15 Notices.

Whenever any notice or payment is required by this agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, to Authority addressed to:

Executive Director
Hall County Airport Authority
Central Nebraska Regional Airport
3743 Sky Park Road
Grand Island, NE 68801

and notices, consents and approvals to the City addressed to:

Mayor
City of Grand Island, Nebraska
P.O. Box 1968
Grand Island, NE 68802

or such place as either party shall, by written directive, designate in the manner herein provided.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed on their behalf by their duly authorized officers the day and year above written.

HALL COUNTY AIRPORT AUTHORITY CITY OF GRAND ISLAND, NEBRASKA

BY _____
EXECUTIVE DIRECTOR

BY _____
MAYOR

ATTEST:

ATTEST:

BY _____
SECRETARY

BY _____
CITY CLERK

EXHIBIT A

LEGAL DESCRIPTION OF LEASED PREMISES

A tract of land comprising part of the Northeast Quarter (NE1/4), part of the North Half of the Southeast Quarter (N1/2 SE1/4), part of the North Half of the Northeast Quarter of the Southwest Quarter (N1/2 NE1/4 SW1/4), part of the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4), Section Two (2), Township Eleven (11) North; part of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section Thirty Five (35), Township Twelve (12) North; all being in Range Nine (9) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at the northeast corner of said Section 2; thence running southerly along the east line of said Section 2 a distance of Three Thousand Three Hundred Five and Eight Tenths (3,305.8) feet to a point that is Six Hundred Forty Eight (648.0) feet north of the Southeast corner of said N1/2 SE1/4; thence running westerly, parallel to the south line of said N1/2 SE1/4 a distance of Two Thousand Six Hundred Thirty Nine and Nine Hundredths (2,639.09) feet to a point on the west line of said N1/2 SE1/4; thence running northerly along the west line of said N1/2 SE1/4 a distance of Nine and Thirty Eight Hundredths (9.38) feet to the southeast corner of said N1/2 NE1/4 SW1/4; thence running westerly along the south line of said N1/2 NE1/4 SW1/4 a distance of Two Hundred Eighteen and Five Tenths (218.5) feet; thence deflecting right 80°48'30" and running northwesterly a distance of One Thousand Four Hundred Thirty One and Two Tenths (1,431.2) feet; thence deflecting right 98°28' and running easterly a distance of Four Hundred Fifty and Forty Four Hundredths (450.44) feet; thence deflecting left 45°00'10" and running northeasterly a distance of Three Thousand Three Hundred Seventy-six and Fifteen Hundredths (3,376.15) feet; thence deflecting right 44°29'30" and running easterly a distance of One Hundred Ninety (190.0) feet to a point on the east line of said SE1/4 SE1/4, Section 35, thence deflecting right 90°01' and running southerly along the east line of said SE1/4 SE1/4, Section 35 a distance of Five Hundred Fifty One and Thirty Three Hundredths (551.33) feet to the point of beginning and containing 174.46 acres more or less

EXHIBIT B

GOLF COURSE RENT SCHEDULE

(Based on Yearly 3% Increase)

| Year | Amt | Increase | New Rent | Amt |
|------|-----|-----------|----------|-----------|
| 2006 | \$ | 15,701.40 | | |
| 2007 | \$ | 471.04 | \$ | 16,172.44 |
| 2008 | \$ | 485.17 | \$ | 16,657.62 |
| 2009 | \$ | 499.73 | \$ | 17,157.34 |
| 2010 | \$ | 514.72 | \$ | 17,672.06 |
| 2011 | \$ | 530.16 | \$ | 18,202.23 |
| 2012 | \$ | 546.07 | \$ | 18,748.29 |
| 2013 | \$ | 562.45 | \$ | 19,310.74 |
| 2014 | \$ | 579.32 | \$ | 19,890.06 |
| 2015 | \$ | 596.70 | \$ | 20,486.77 |
| 2016 | \$ | 614.60 | \$ | 21,101.37 |
| 2017 | \$ | 633.04 | \$ | 21,734.41 |
| 2018 | \$ | 652.03 | \$ | 22,386.44 |
| 2019 | \$ | 671.59 | \$ | 23,058.04 |
| 2020 | \$ | 691.74 | \$ | 23,749.78 |
| 2021 | \$ | 712.49 | \$ | 24,462.27 |
| 2022 | \$ | 733.87 | \$ | 25,196.14 |
| 2023 | \$ | 755.88 | \$ | 25,952.02 |
| 2024 | \$ | 778.56 | \$ | 26,730.58 |
| 2025 | \$ | 801.92 | \$ | 27,532.50 |
| 2026 | \$ | 825.97 | \$ | 28,358.47 |

RESOLUTION 2006-97

WHEREAS, the City of Grand Island has leased land from the Hall County Airport Authority for a number of years for use as a municipal golf course; and

WHEREAS, the current lease agreement is set to expire on April 30, 2006; and

WHEREAS, it is advantageous to both parties that the land continue to be used for a municipal golf course; and

WHEREAS, a proposed new lease agreement for approximately 174.46 acres of land for a period of twenty years has been reviewed and approved by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Golf Course Lease Agreement by and between the City and the Hall County Airport Authority is hereby approved; and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 28, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 28, 2006

Council Session

Item G15

#2006-98 - Approving Acquisition of Utility Easements - Stuhr and Swift Roads - Swift Beef Plant

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

Staff Contact: Gary R. Mader

RESOLUTION 2006-98

WHEREAS, public utility easements are required by the City of Grand Island, from Swift Beef Company, a Delaware corporation, to install, upgrade, maintain, and repair public utilities and appurtenances; and

WHEREAS, a public hearing was held on March 28, 2006, for the purpose of discussing the proposed acquisition of easements and rights-of-way as identified below:

Tract 1: A part of Lot Forty Six (46) Industrial Addition to the City of Grand Island, Hall County, Nebraska, the utility easement and right-of-way being more particularly described as follows:

The southerly thirty (30.0) feet of the northerly one hundred fifty (150.0) feet of the westerly fifty five (55.0) feet of the easterly ninety five (95.0) feet of Lot Forty Six (46) Industrial Addition. The above-described easement and right-of-way containing 0.038 acres, more or less, as shown on the plat dated March 6, 2006, marked Exhibit "A", attached hereto and incorporated herein by reference.

Tract 2: A part of Lot Fifty (50) Industrial Addition to the City of Grand Island, Hall County, Nebraska, the centerline of the twenty (20.0) foot wide easement and right-of-way being more particularly described as follows:

Beginning at a point on the southerly line of Swift Road, said point being seventy (70.0) feet south and thirty seven and ninety five hundredths (37.95) feet west of the northeast corner of Lot Fifty (50) Industrial Addition; thence southerly and parallel with the easterly line of said Lot Fifty (50) Industrial Addition, a distance of twenty nine and eighty hundredths (29.80) feet; thence easterly and parallel with the southerly line of said Swift Road; a distance of thirty and seventy one hundredths (30.71) feet. The above-described easement and right-of-way containing 0.028 acres, more or less, as shown on the plat dated March 6, 2006, marked Exhibit "B", attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire public utility easements and rights-of way from Swift Beef Company, a Delaware corporation, on the above-described tracts of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 28, 2006.

Jay Vavricek, Mayor

Attest:

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| March 23, 2006 | ☐ City Attorney |

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 28, 2006

Council Session

Item G16

**#2006-99 - Approving Bid Award - 22.5 MVA Substation
Transformers - Utilities Department**

Staff Contact: Gary R. Mader;DaleShotkoski

Council Agenda Memo

From: Gary R. Mader, Utilities Director
Dale Shotkoski, Asst. City Attorney/Purchasing

Meeting: March 28, 2006

Subject: Award of 22.5 MVA Substation Transformers

Item #'s: G-16

Presenter(s): Gary R. Mader, Utilities Director

Background

The Electric Department has five electric distribution substations connected to the 115,000 volt electric transmission loop. These substations reduce voltage from the 115,000 volt level to 13,800 volts for distribution within the city. Phase One of the construction of two of the Substations, "E" and "F", was completed in 2001. Substation "E" is located north of Swift, serving Swift, the Waste Water Treatment Plant, and the surrounding area as it develops. Substation "F" is located north of Menards, serving commercial and residential loads in that area.

Grand Island designs its distribution substations to contain a pair of substation transformers and buses for distribution feeders. This provides redundancy and limits fault currents on the distribution system. Generally, substations are initially constructed (Phase One) with a single transformer. The second transformers are installed when the load growth dictates. The Electric Department is now in the process of purchasing the material required to add the second transformers and distribution buses at Substations "E" and "F" in anticipation of continued load growth in those areas.

Discussion

The transformers are the most expensive, and last, of the components necessary for expansion, and were included in the 05-06 Electric Department budget. Specifications were prepared for **22.5 MVA Substation Transformers**. The Advertisement appeared in the **Grand Island Independent** on February 11, 2006. Bids were opened on March 14. Four firms offered to supply the transformers, as tabulated below:

| Two 22.5 MVA Substation Transformers | | | |
|---|---------------------|-------------------|-----------------------|
| Bidder | Manufacturer | Base Price | Evaluated Cost |
| VA TECH Ferranti-Packard | VA Tech | \$1, 675,388.88 | \$2,115,726.88 |
| Dutton-Lainson Co. | Delta-Star | \$1,872,860.59 | \$2,404,530.59 |
| Waukesha Electric Systems | Waukesha | \$1,887,587.00 | \$2,374,687.00 |
| Kuhlman Electric Corp. | Kuhlman | \$1,943,708.00 | \$2,399,258.00 |

The apparent low bidder, VA Tech, is not licensed in Nebraska to collect sales tax and submitted an “as read” bid of \$1,565,784 which did not include sales tax. 7% tax was added, for bid comparison, and that tax addition is reflected in the Base Bid amount shown in the above tabulation. Other bidders included sales tax.

Each of the proposed transformers was evaluated for losses over the expected life of the units, as is the Electric Department’s standard for transformer purchases. The tabulated Evaluated Cost figures include the life-of-unit losses costs.

VA Tech bid a firm price. All other bidders included cost escalation factors based on various government materials indices. Since VA Tech, with a firm price, was the low bidder, escalation adders for the other three bids were not computed.

Each bidder was required to provide certain spare parts as a part of the bid price. Bidders were also asked to provide a listing of any additional spares recommended but not specified, and costs for any specialty equipment required for transformer installation. After review, the Utilities Department recommends additional spare parts in the amount of \$14,178 and an installation power supply rental in the amount of \$7,500 be included in the VA Tech bid price.

Additionally, VA Tech requested that a purchase order be issued if they are the successful bidder. That format is industry standard. The Legal Department has reviewed this request and, with incorporation of the specifications and bid documents, has determined that the purchase order contract form is acceptable.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award purchase of the 22.5 MVA Substation Transformers to VA Tech Ferranti Packard, the low compliant bid, in the amount of \$1,587,462.00 which includes the additional spare parts and installation power supply, and that sales tax be remitted separately by the Utilities Department.

Sample Motion

Move that the VA Tech Proposal for two 22.5 MVA Substation Transformers be accepted and that the Electric Department be authorized to issue a Purchase Order in the amount of \$1,587,462.00 for the purchase.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: March 14, 2006 at 11:00 a.m.

FOR: 22.5 MVA Substation Transformers (Re-Bid)

DEPARTMENT: Utilities

ESTIMATE: \$2,000,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: February 11, 2006

NO. POTENTIAL BIDDERS: 4

SUMMARY

| | | |
|----------------------|--|--|
| Bidder: | <u>Waukesha Electric Systems</u> Waukesha, WI | <u>Kuhlman Electric Corporation</u> Versilles, KY |
| Bid Security: | Liberty Mutual Insurance Co. | Hartford Casualty Insurance Co. |
| Exceptions: | Noted | Noted |
| Bid Price: | \$1,887,587.00 | \$1,943,708.00 |
| Bidder: | <u>VA Tech</u> Ontario, Canada | <u>Dutton-Lainson Company</u> Hastings, NE |
| Bid Security: | Federal Insurance Co. | Universal Surety Company |
| Exceptions: | Noted | Noted |
| Bid Price: | \$1,565,784.00 | \$1,872,860.59 |

cc: Gary Mader, Utilities Director
Burhl Gilpin, Assist. Utilities Dir. Phelps
Dale Shotkoski, Purchasing Agent

Bob Smith, Assist. Utilities Director
Gary Greer, City Administrator
Laura Berthelsen, Legal Assistant

RESOLUTION 2006-99

WHEREAS, the City of Grand Island invited sealed bids for Contract 06-PCC-01, 22.5 MVA Substation Transformers, according to plans and specifications on file at Phelps Control Center; and

WHEREAS, on March 14, 2006, bids were received, opened and reviewed; and

WHEREAS, VA Tech Ferranti Packard of St. Catharines, Ontario, Canada, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$1,587,462.00, which includes the additional spare parts and installation power supply.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the evaluated bid of VA Tech Ferranti Packard of St. Catharines, Ontario, Canada, in the amount of \$1,587,462.00 for Contract 06-PCC-01, 22.5 MVA Substation Transformers, including additional spare parts and installation power supply is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 28, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 28, 2006

Council Session

Item G17

**#2006-100 - Approving Agreement for Air Emissions Monitoring
with HDR Engineering - Utilities Department**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Gary R. Mader, Utilities Director
Doug Walker, City Attorney

Meeting: March 28, 2006

Subject: Approving Agreement for Air Emissions Monitoring
with HDR Engineering

Item #'s: G-17

Presenter(s): Gary R. Mader, Utilities Director

Background

On March 14, 2006, Utilities Department staff attended an informational meeting called by the Nebraska Department of Environmental Quality regarding the EPA Regional Haze Rule. This rule was created to determine air emissions by sources that cause visible haze in environmentally classified (Class I) areas. The closest Class I areas to Grand Island are the Badlands and Wind Cave National Parks in South Dakota. The NDEQ advised that potential sources in the state are required to provide computer based modeling to determine the extent to which they may contribute to haze in these Class I designated areas.

The Rule requires power plant units placed in service between 1962 and 1977 to be modeled for emissions. Based on the operation date rules criteria, Burdick Station Power Plant boilers #2 and #3 are included. If modeling indicates contribution above a certain level, these units would be required to reduce emissions, either by a reduction in operation, or by adding control equipment. Protocol for the modeling must be provided to the NDEQ by April 15, 2006, with final modeling results submitted by July 15, 2006. Participants in the meeting were advised that the estimate of the actual computer run time for this complex modeling is two weeks.

Discussion

The required computer modeling is beyond the resources of the Electric Department. Therefore, Department staff contacted several consultants that have previously developed complex models in accordance with EPA criteria. Sargent & Lundy and Black & Veatch, two firms that have performed several large plant projects, indicated that they cannot

perform this modeling and would need to find a subcontractor. Trinity Consultants, an environmental consultant, estimated a cost of \$50,000 to perform this modeling. HDR, a consultant that assisted in the environmental permitting for the Burdick Station Combustion Turbine Project, also estimated a cost of \$50,000 to perform the modeling, but advised that they were currently providing modeling services to a consortium of OPPD, NPPD, and the Fremont Utilities Department. HDR proposed to add Grand Island to this consortium, at an incremental cost, with the fee to be divided five to six ways, depending on the final amount of facilities needing the modeling results. The proposed cost to Grand Island will be based on actual costs, not to exceed \$20,000. A copy of a proposed agreement with HDR is attached.

The options are then: 1) to initiate modeling independently for only the Grand Island units at a cost estimated at \$50,000 by two consultants capable of doing the project; or 2) join the consortium of Nebraska utilities currently developing the EPA required modeling at a not to exceed cost of \$20,000.

Alternatives

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

1. Move to participate in the group air modeling with HDR for a not to exceed amount of \$20,000
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 authorize the proposal from HDR Engineering, Inc., of Omaha to participate in the group regional haze rule modeling for an amount not to exceed \$20,000.

Sample Motion

Motion to approve the proposal from HDR Engineering, Inc., of Minneapolis, MN to participate in the group regional haze rule modeling for an amount not to exceed \$20,000.

March 23, 2006

Tim Luchsinger
Assistant Utilities Director
City of Grand Island
Utilities Department
1035 West Wildwood Drive
Grand Island, NE 68802

RE: Proposal for Regional Haze Rule Assistance (Revised)

Dear Mr. Luchsinger:

As you have requested, HDR is proposing to assist the City of Grand Island, Utilities Department, in meeting certain requirements of federal Regional Haze rules (40 CFR 51, Appendix Y). The need for such assistance is rather urgent based on a schedule of submittals specified by the Nebraska Department of Environmental Quality (NDEQ) on March 14, 2006.

HDR's assistance to Grand Island would be to help determine whether Units #2 and #3 at Burdick Station must be further evaluated for possible application of Best Available Retrofit Technology (BART) emissions controls. HDR's assistance would include helping to interpret and apply rules and dispersion modeling guidance to conduct a dispersion modeling assessment. HDR would subcontract the actual dispersion modeling, to be conducted with the CAMx model, to ENVIRON International, Corporation, in accordance with specifications in the attached Request for Proposal (RFP) issued by HDR to ENVIRON on March 21, 2006. The roles and responsibilities of HDR and its subcontractor, ENVIRON, for this effort are spelled out in the attached RFP.

The exact cost of the modeling effort is unknown at this point, and depends somewhat on how many Nebraska utilities elect to utilize the single, initial CAMx model run to make their initial determinations on whether they will be subject to BART. The cost ENVIRON's assistance in running the CAMx model and providing documentation of model results will be split evenly among the number of separate facilities needing these results. If as expected, six facilities (2 OPPD, 2 NPPD, one Fremont, one Grand Island) need or elect to use the CAMx results, then the cost would be split six ways. If only five facilities elect to use the CAMx approach, then the cost would be split five ways. However, based on approximate/expected subcontractor costs at this point, and assuming at least four utility plants participate in the CAMx modeling, the total costs to Grand Island for this proposal will not exceed \$20,000, and will likely be significantly less. Should subcontractor costs or utility participation change and cause Grand Island

Utilities' costs to exceed \$20,000, Grand Island Utilities shall be notified immediately and shall have the right to cancel this agreement.

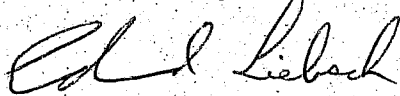
This initial modeling effort may determine that the Grand Island facility will not be subject to further BART review. If that is the case, HDR, together with ENVIRON's assistance, would document that modeling demonstration and prepare a package for Grand Island submittal to NDEQ by the deadline of July 1, 2006. If the initial CAMx modeling does not show that Burdick Station Units 2 & 3 impacts are below the de minimis impact threshold, then Grand Island would need further assistance to evaluate potential BART emissions controls and/or administrative controls to limit emissions. If that is needed, HDR would provide a separate proposal for that effort.

HDR would perform its services for Grand Island in accordance with the attached "HDR Engineering, Inc., Terms and Conditions for Professional Services." For purposes of compensation, HDR would apply a total multiplier of 3.105 times base salary rate for each individual used on the project, where base salary excludes any benefits multipliers. Also attached is a rate sheet giving labor and expense rates for staff that are either expected to be used on this project, or might be used. Expenses and subcontracting costs would be subject to a 10% mark-up by HDR to cover accounting, insurance, and management costs. If this proposed work agreement is acceptable, you may have the attached acceptance page completed by the appropriate official, and return a signed copy to me.

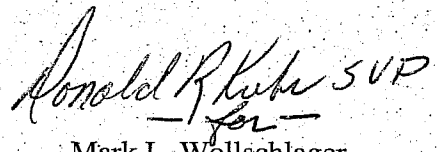
We look forward to assisting Grand Island in dealing with the Regional Haze rule requirements. If you have any questions regarding this proposed agreement, please feel free to contact me at 763-591-5452 or via e-mail at Ed.Liebsch@hdrinc.com.

Sincerely,

HDR Engineering, Inc



Edward Liebsch, V.P.
Senior Air Quality Scientist



Mark L. Wollschlager
Senior Vice President

Attachments:

- HDR General Terms & Conditions
- HDR Staff Full Labor Rates (2006)
- Request for Proposal to ENVIRON for CAMx Modeling Assistance

Please proceed according to the above-stated terms.

Date

Client

Authorizer's Name (*Printed*)

Authorizer's Signature

Title

HDR Engineering, Inc.

Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. Upon request, OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for the claims covered by ENGINEER's insurance.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the Terms & Conditions for Professional Services 2 (10/2001) parties. One or more waivers by either party of any provision, term

or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within forty-five (45) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity, and other employment, statutes and regulations.

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it

has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. LIMITATION OF LIABILITY

ENGINEER's and its employees' total liability to OWNER for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including ENGINEER's and its employees' professional negligent acts, errors, or omissions, shall not exceed the greater of \$50,000 or the total compensation received by ENGINEER hereunder, except as otherwise provided under this Agreement, and OWNER hereby releases and holds harmless ENGINEER and its employees from any liability above such amount.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

RESOLUTION 2006-100

WHEREAS, the City of Grand Island was recently notified by the Nebraska Department of Environmental Quality (NDEQ) that they must comply with the Environmental Protection Agency (EPA) Regional Haze Rule; and

WHEREAS, the regional haze rule was created to determine air emissions by sources that cause visible haze in environmentally classified (Class I) areas; and

WHEREAS, potential sources of visible haze in the state are required to provide computer based modeling to determine the extent to which they may contribute to haze in these Class I designated areas; and

WHEREAS, based on the operation date rules criteria, Burdick Station Power Plant boilers #2 and #3 are included; and

WHEREAS, if modeling indicates contribution above a certain level, the City would be required to reduce emissions, either by a reduction in operation, or by adding control equipment; and

WHEREAS, protocol for the modeling must be provided to the NDEQ by April 15, 2006, with final modeling results submitted by July 15, 2006; and

WHEREAS, the required computer modeling is beyond the resources of the Electric Department, therefore several consultants were contacted that have previously developed complex models in accordance with EPA criteria; and

WHEREAS, HDR Engineering, Inc. of Omaha, Nebraska, is currently providing modeling services to a consortium of OPPD, NPPD, and the Fremont Utilities Department, and has offered to add Grand Island to this consortium for actual costs, not to exceed \$20,000; and

WHEREAS, this option will allow the city to comply with the NDEQ rules in a cost effective manner; and

WHEREAS, the proposed agreement with HDR Engineering, Inc. has been reviewed and approved by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from HDR Engineering, Inc. of Omaha, Nebraska to participate in the group regional haze rule modeling for an amount not to exceed \$20,000 is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute an agreement with HDR Engineering, Inc. for such project on behalf of the City of Grand Island.

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| March 23, 2006 | ☐ City Attorney |

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 28, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 28, 2006

Council Session

Item G18

#2006-101 - Approving Letter of Agreement between the Nebraska Children and Families Foundation and the Community Youth Council for Grant Funds

Staff Contact: Wendy Meyer-Jerke

Council Agenda Memo

From: Wendy Meyer-Jerke, Public Information Officer

Meeting: March 28, 2006

Subject: Nebraska Children and Families Foundation Agreement for 2006

Item #'s: G-18

Presenter(s): Wendy Meyer-Jerke, Public Information Officer

Background

The City of Grand Island has received a grant award from the Nebraska Children and Families Foundation since 1997 to fund Family Preservation and Support grant (Community Youth Council) programs that will benefit children, youth and families. A 1995 needs assessment identifies gaps in services to these populations and the Community Youth Council has received grant funding since 1997 to provide programs to meet the needs identified. The Community Youth Council program goals include reducing racism, strengthening families, reducing gang activities and reducing drug and alcohol use.

In December, Community Development submitted a grant application and program plan for calendar year 2006. The grant request included continued funding for Youth Leadership Tomorrow and the Multicultural Coalition.

Discussion

The City received the agreement with the Nebraska Children and Families Foundation for continuation funding with the Family Preservation and Support Program (Community Youth Council). The agreement is for the time period between January 1, 2006 and December 31, 2006 in the amount of \$25,000 to fund efforts to support the Hall County Youth Leadership Tomorrow program, to financially support the efforts of the Multicultural Coalition Center, and to cover some of the administrative costs for the Community Youth Council. The City Administration and Community Youth Council recommend entering into an agreement with the Nebraska Children and Families Foundation for receipt of funding for the above mentioned programs.

Alternatives

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

1. Move to approve the Letter of Agreement
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 give approval to enter into an agreement with the Nebraska Children and Families Foundation for a \$25,000 grant to fund programs for children, youth, and families in Grand Island and Hall County.

Sample Motion

Motion to approve the agreement with the Nebraska Children and Families Foundation for a \$25,000 grant to fund programs for children, youth and families in Grand Island and Hall County.

LETTER OF AGREEMENT

Between the

NEBRASKA CHILDREN AND FAMILIES FOUNDATION

And

COMMUNITY YOUTH COUNCIL, GRAND ISLAND

This Agreement is entered into by and between the Nebraska Children and Families Foundation (hereinafter the "Foundation") and Community Youth Council, Grand Island (hereinafter the "Contractor"). The Foundation hereby awards a grant to the Contractor in Hall County in Nebraska for the purpose of implementing family preservation and support services.

1. **Term of Agreement.** This Agreement shall be in effect from **January 1, 2006 through December 31, 2006**, unless otherwise terminated as provided hereinbelow.
2. **Scope of Services by Contractor.**
SERVICES TO BE PROVIDED: The Proposal, submitted to the Foundation by Wendy Meyer-Jerke and David Springer on November 10, 2005, becomes part of this agreement.
3. **Consideration.** Based on the approved budget, the Foundation agrees to pay the Contractor a maximum of \$25,000.00 in which 50% of the total amount awarded will be paid upon the Foundation's receipt of this fully executed original Letter of Agreement. The remaining 50% of the grant award will be paid upon the submission of a six-month progress report demonstrating satisfactory progress in meeting the goals and objectives outlined in the Proposal and a six-month Budget Expenditure Report with Detail. Our understanding is that these funds will be spent according to the approved budget. Any changes in this approved budget that exceed 15% of any line item, as well as any changes in key personnel, must be submitted in writing and approved in advance by the Foundation. Contractor is responsible for any and all costs associated with the production and delivery of reports and other administrative costs. No other charges may be submitted under the terms of this Agreement without prior approval and agreement of the Foundation.
4. **Required Reports.** The Contractor agrees to submit Progress and Budget Expenditure Reports to the Foundation according to the following schedule:

| <u>Report Name</u> | <u>Due On or Before</u> | <u>Covering the Period of</u> |
|--|--------------------------------|--------------------------------------|
| Six-Month Progress Reports | July 31, 2006 | January 1, 2006 – June 30, 2006 |
| Six-Month Budget Expenditure Report | July 31, 2006 | January 1, 2006 – June 30, 2006 |
| Twelve Month Progress Reports | January 31, 2007 | July 1, 2006 – December 31, 2006 |
| Twelve Month Budget Expenditure Report | January 31, 2007 | July 1, 2006 – December 31, 2006 |

The Contractor agrees to use the Grantee Evaluation and Reporting Requirements Guidebook and to submit appropriate evaluation reports as part of the six-month and twelve-month reports. The evaluation reporting forms and instructions for completing them are located on our web page at www.nebraskachildren.org. Click on the Grants link on the home page and then on the Evaluation and Reporting Requirements link on the grants page to find this information. The Contractor will consult with Barb Jackson, Evaluator, to identify whether results mapping tools will be utilized to answer local evaluation questions.

One (1) original copy of the Budget Expenditure Report should be submitted to the Foundation office at 215 Centennial Mall South, Suite 200; Lincoln, NE 68508. Local evaluation data, if applicable, will be submitted to Barb Jackson, Ph. D. at the University of Nebraska Medical Center; Munroe-Meyer Institute; 985450 Nebraska Medical Center; Omaha, NE 68198-5450.

5. Foundation Obligations. The Foundation shall provide technical assistance and consultation, upon request, and as agreed upon by the Foundation and the Contractor. The consultant assigned to this agreement is Gay McTate. The Foundation in connection with the grant will provide ongoing technical assistance and training on the Results Mapping and Outcome Engineering Evaluation Tools.
6. Grant Funds. All grant funds must be used only for the purposes described in this Agreement and substantially in accordance with the approved budget. The grant funds may not be expended for any other purpose without the Foundation's prior written approval. Any funds not expended for the purposes of the grant during the grant term must be immediately returned to the Foundation. A request for a no cost time extension may be submitted to and must be approved by the Foundation prior to the end of the initial grant term.
7. Grant Reporting. If any report is not received in a timely manner, the Foundation may withhold further grant payments until the report is received, and may terminate the grant if the report is not received within thirty (30) days following the date on which it is due.
8. Access to Records. The Contractor agrees to maintain complete records regarding the expenditures of funds provided by the Foundation under this Agreement and to allow free access at reasonable times by duly authorized representatives of the Foundation to such records for the purposes of making audits, examinations, excerpts, transcripts, and verifications or program evaluations as the Foundation deems necessary concerning the grant. Such access to records by the Foundation shall continue beyond the termination date of this Agreement for a period of three (3) years.
9. Foundation Acknowledgement. The Foundation requires all funded programs under contract to acknowledge and recognize the Nebraska Children and Families Foundation as a funding source. The Foundation requires and authorizes programs to use the Nebraska Children and Families Foundation logo on all printed materials including, but not limited to, letterhead, brochures, newsletters, etc. In addition, the Nebraska Children and Families Foundation must be acknowledged as a funding source in press releases, newspaper articles and in other applicable media sources. The Foundation will provide their logo in camera-ready format for immediate use on printed material. Failure to comply with this policy may hinder future funding by the Foundation. Proof of compliance may be required at any time.
10. Incorporation. All references in this Agreement to laws, rules, regulations, guidelines, and directives to be followed by either party in performing the obligations of this Agreement shall be deemed incorporated by reference, and made a part of this Agreement as though fully set forth. It shall also be stated that the Contractor qualifies as a charitable organization under Section 501 (c) 3 of the Internal Revenue Code or as a nonprofit organization whose mission and work is of a charitable nature or as a government sub-division.
11. Confidentiality. The Contractor agrees that any and all information obtained from the Foundation or from other parties in regard to a parent or youth shall be held in the strictest confidence and shall be released to no one other than the Foundation, without the prior written authorization of the Foundation or by written court order or valid statutory authorization, provided, that contrary contract

provisions set forth hereinabove shall be deemed to authorize specific exceptions to this general confidentiality provision. Any requests for information, regarding the parent or youth or the youth's family, submitted to the Contractor shall be referred or forwarded to the Foundation.

12. Non-Discrimination. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; the Americans With Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Contractor. The Contractor further agrees to insert similar provision in all sub-contracts for services allowed under this Agreement under any program or activity.
13. Assignability. The Contractor agrees not to assign or transfer any interest, rights, or duties in this contract to any person, firm, or corporation without prior written consent of the Foundation.
14. Sub-Contractors. The Contractor agrees that no sub-contractors shall be utilized in the performance of this Agreement without the prior written authorization of the Foundation.
15. Amendment. This Agreement may be amended at any time in writing upon the agreement of both parties.
16. Cancellation. Either party hereto may cancel this Agreement for any reason upon thirty (30) days written notice to the other party. If it is determined that the Contractor's practices are harmful to the youth/family, abusive and/or contrary to Foundation philosophy, the Agreement can be canceled immediately upon written notice. In the event of termination for cause, the Foundation may seek to recapture all or a portion of funds expended, in conformance with the legal rights and liabilities of the parties. Payment for services provided to the date of the termination will be based on the rates specified in Paragraph 3.
17. Breach of Contract. Should the Contractor be determined to be in breach of this Agreement, the Foundation, at its discretion, may upon written notice to the Contractor terminate the Agreement immediate or specify a process with necessary actions and time frames for the Contractor to be in compliance with the Agreement. The Foundation shall pay the Contractor only for such care or service as has been properly provided. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.
18. Unavailability of Funding. Due to possible future reductions in State and/or Federal appropriations, the Foundation cannot guarantee the continued availability of funding for this Agreement notwithstanding the consideration stated above. In the event funds to finance this Agreement become unavailable either in full or in part due to such reductions in appropriations, the Foundation may terminate the Agreement or reduce the consideration upon notice in writing to the Contractor. Said notice shall be delivered by certified mail return receipt requested or in person with proof of delivery. The Foundation shall be the final authority as to the availability of funds. The effective date of such Agreement termination or reduction in consideration shall be specified in the notice as the date of service of said notice or the actual effective date of the state and/or federal funding reduction,

whichever is later. Provided that reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in consideration, the Contractor may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to the Foundation.

19. Copyright. The Contractor may copyright any of the copyrightable material produced in conjunction with the performance required under this Agreement. The Foundation and the United States Department of Health and Human Services hereby reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for State or Federal Government purposes.
20. Independent Contractor. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship, and the Contractor, and any employee or other person acting on behalf of the Contractor in performance of this Agreement, shall be deemed to be an independent Contractor(s) during the entire term of the Agreement or any renewal or amendments thereof. Contractor shall not receive any additional compensation in the form of wages or benefits for services rendered pursuant to and which are not specifically set forth in this Agreement.
21. Hold Harmless. The Contractor agrees to hold the Foundation, its employees, agents, assigns and legal representatives harmless for all loss or damage sustained by any person as a result of the negligent or willful acts by the Contractor, its officers, employees, or agents in the performance of this Agreement, including all associated costs of defending such claims. All Claims on behalf of any person arising out of employment or alleged employment, including without limit claims of discrimination against the Contractor, its officers, its agents, shall in no way be the responsibility of the Nebraska Children and Families Foundation. The Contractor will hold Nebraska Children and Families Foundation harmless from any and all such claims, including all associated costs of defending such claims.
22. Workers Compensation. The Contractor agrees to maintain for the term of this agreement, workers compensation coverage as required by the State in which the Contractor maintains the home office. The Contractor must provide to the Foundation within thirty (30) days of execution of this agreement a certificate of insurance for the above insurance. Notice of cancellation of these insurance policies must be submitted to the Foundation when issued and a new coverage binder shall be submitted immediately to insure no break in coverage. If the Contractor subcontracts for certain aspects of the work involved in this Agreement, it shall ensure that the subcontractor has obtained workers compensation insurance and have proof of such insurance on file.
23. Overpayments. Should the Foundation overpay the Contractor for services rendered or make payments in error for services that were not provided, the Contractor will notify the Foundation within the next regular billing cycle. The Contractor understands that any and all overpayments remain the property of the Foundation and that the Foundation retains the right to recover any and all amounts overpaid. The Foundation reserves the right to offset overpaid amounts by withholding or reducing future payments.
24. Drug Free Workplace. The Contractor assures the Foundation that they have and maintain a Drug-Free Workplace Policy and that it will provide the Foundation with a copy of the policy upon request by the Foundation.
25. Lobbying. (1) If the Contractor receives federal funds through the Foundation, for full or partial payment under this Agreement, then no Federal appropriated funds will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any

agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Agreement or (a) the awarding of any Federal contract; (b) the making of any federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Contractor shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Executed by the parties or their duly authorized representatives on the dates indicated below.

FOR THE FOUNDATION:

FOR THE CONTRACTOR:

Mary Jo Pankoke 3/10/06
Mary Jo Pankoke, Executive Director Date
Nebraska Children and Families Foundation

Jay Vavricek _____
Mayor, City of Grand Island Date

RESOLUTION 2006-101

WHEREAS, the Nebraska Children and Families Foundation has recommended that the City of Grand Island be provided federal funds awarded to the Community Youth Council, City of Grand Island for implementation of family preservation and support services; and

WHEREAS, a Letter of Agreement between the Nebraska Children and Families Foundation and the City of Grand Island for the Community Youth Council is required to set out the responsibilities of each party with respect to the use of funding for the implementation of such program; and

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

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

1. The Letter of Agreement between the Nebraska Children and Families Foundation and the Community Youth Council, City of Grand Island for the use of grant funds in the maximum amount of \$25,000 to finance programs of family preservation and support services as outlined in the agreement is hereby approved.
2. Wendy Meyer-Jerke is hereby authorized and directed to execute such agreement on behalf of the Community Youth Council, City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 28, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| March 23, 2006 | ☐ City Attorney |



City of Grand Island

Tuesday, March 28, 2006

Council Session

Item G19

**#2006-102 - Approving Interlocal Agreement with Hall County for
New Law Enforcement Center**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: March 28, 2006

Subject: Interlocal Agreement for New Law Enforcement Center

Item #'s: G-19

Presenter(s): Steven Lamken, Police Chief

Background

The City is in the bidding process for the construction of a new law enforcement center for the Police Department and the Hall County Sheriff's Office. An interlocal agreement addressing costs of operations of the new center has been drafted after review by the administration of both agencies, legal departments, and representatives from City and County Government.

Discussion

The proposed interlocal agreement provided for the sharing of costs for the operation of the new collocated law enforcement center. The agreement provides for the sharing of costs of ongoing operations such as utilities, maintenance and housekeeping in addition to establishing funding for future maintenance, equipment and furnishings costs. The Council participated in a joint City Council/County Board meeting to discuss concerns and or changes to the interlocal agreement. The presented agreement reflects the requested changes from the joint meeting.

Alternatives

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

1. Move to approve the Interlocal Agreement
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 to approve the interlocal agreement.

Sample Motion

Motion to approve the Interlocal Agreement for the new Law Enforcement Center with Hall County.

**INTERLOCAL AGREEMENT
FOR
THE CO-LOCATED CITY/COUNTY PUBLIC SAFETY CENTER
BY AND BETWEEN THE
COUNTY OF HALL AND THE CITY OF GRAND ISLAND**

WHEREAS, it is in the best interest of Hall County, Nebraska, hereinafter referred to as “Hall County” or “County” to participate in a joint law enforcement center with the City of Grand Island, Nebraska, hereinafter referred to as “City” or “Grand Island”; and

WHEREAS, it is in the best interest of Grand Island to participate in a joint law enforcement center with the County; and

WHEREAS, the County and the City wish to enter into such an agreement pursuant to the terms of the Interlocal Cooperation Act, Neb. Rev. Stat., §13-801 through §13-827, as authorized under the laws of the State of Nebraska; and

WHEREAS, the Hall County Board of Supervisors has reviewed this agreement and has passed a resolution approving the same and authorizing the chairman thereof to execute this agreement; and

WHEREAS, the Grand Island City Council has reviewed this agreement and passed a resolution approving the same and authorizing the Mayor of the City to execute this agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, each of the parties hereby intend to be bound by this document and agrees as follows:

**I.
GENERAL TERMS**

- A. **Term of Agreement.** The term of this agreement shall be perpetual, unless terminated as provided in this document hereafter.
- B. **Purpose of Agreement.** The purpose of this agreement is to provide the terms for the shared use of a public safety center building. The City of Grand Island shall construct a joint law enforcement facility which shall be occupied by members of the Hall County Sheriff’s Office and the Grand Island Police Department. The County and City hereby agree that law enforcement information management services and law enforcement property and evidence services shall be provided for both agencies in a combined manner as set forth in Interlocal Agreements between the parties hereto.

**II.
LAW ENFORCEMENT CO-LOCATION COMMITTEE**

- A. **Establishment of Committee.** Combined services will be regulated by a board to be known as Law Enforcement Co-Location Committee (hereinafter referred to as “Committee”), which shall be responsible for advising the cooperative undertaking of the combined services. The Committee shall consist of six (6) members, one from the Hall County Board of Supervisors, one from the City Council of Grand Island, the Hall

County Sheriff (hereinafter referred to as “Sheriff”), the Grand Island Chief of Police (hereinafter referred to as “Chief”) and one resident of the City of Grand Island to be appointed by the Mayor of Grand Island and one resident of Hall County to be appointed by the Chairman of the Hall County Board of Supervisors.

- B. **Committee Responsibilities.** The Committee shall be advisory in nature and shall have the responsibility to make recommendations to the governing bodies of the City and County regarding policies for the use of the shared facility.
- C. **Legal Entity.** There shall be no separate legal entity formed to conduct this cooperative undertaking.

III.

LAW ENFORCEMENT INFORMATION MANAGEMENT SYSTEM

- A. **Administration.** Hall County shall be responsible for the administration of combined law enforcement information management systems for the Hall County Sheriff’s Office and the Grand Island Police Department.
- B. **Interlocal Agreement.** The duties and responsibility of Hall County to provide law enforcement information management systems shall be in accordance with the Interlocal Agreement signed on August 6, 2001, or as hereinafter revised or amended from time to time, between Hall County and the City of Grand Island as attached hereto and incorporated herein by reference as Exhibit “1”.

IV.

LAW ENFORCEMENT EVIDENCE AND PROPERTY SERVICES

- A. **Administration.** The City of Grand Island shall be responsible for administration of combined law enforcement evidence and property services.
- B. **Interlocal Agreement.** The duties and responsibilities of the City of Grand Island shall include, but not be limited to the provisions of an Interlocal Agreement to be signed at a later date.

V.

FACILITY USE AGREEMENT

- A. **Conveyance of Real Estate.** The City of Grand Island and Hall County agree to locate law enforcement operations in a public safety center building to be located on a tract of land currently owned by the County and which shall be conveyed to the City on East Highway 30 as describe in Exhibit “3” as attached to this agreement and incorporated herein by reference. This real estate shall be conveyed to the City of Grand Island for One Dollar (\$1.00) and in consideration of the benefits granted to the County for the use of the facility as set forth in this agreement which provides for the City to make space available for the Hall County Sheriff’s Department. The real estate shall be conveyed by the County prior to the City beginning construction of the public safety center building. The County agrees that its Board of Supervisors shall pass all necessary resolutions and

take any other action required by Nebraska Statutes to legally transfer this real estate to the City by warranty deed, conveying a marketable fee simple title free and clear of liens and encumbrances. City shall obtain and pay for title insurance prior to accepting this real estate to verify that it is receiving a marketable title.

- B. **Surveying.** Grand Island shall retain and pay for a surveyor to survey the real estate that it is to receive from Hall County for the Public Safety Center. Grand Island's employees and contractors shall have access to this property for surveying and performing soil tests to determine that the land is suitable to use for constructing a public safety center building.
- C. **Construction of Building.** The City of Grand Island hereby agrees to construct a building of approximately 44,700 square feet to be used as a law enforcement public safety center on the land conveyed to the City of Grand Island as set forth in V(A) above. The City of Grand Island will finance and pay for this facility.
- D. **Ownership of Building.** The City of Grand Island shall be the owner of the public safety center building and in the event that this agreement is terminated pursuant to the terms of paragraph VIII(A), Hall County shall not have any right, title or interest in the real estate.
- E. **Furnishings.** The City of Grand Island shall provide the Hall County Sheriff's Office furnished office and work space to include, but not necessarily be limited to administration, supervision, civil process, crime prevention, education and investigation services. Furnishings shall be defined as items such as desks, chairs, tables, filing cabinets, bookcases, and systems furnishings. Existing furnishings moved to the new facility shall continue to be owned by that agency. New furnishings purchased by the City for the facility shall be owned by the City.
- F. **Equipment.** Equipment shall be defined as electronic, information technology, or other office equipment such as computers, printers, typewriters, cash registers, etc. Equipment shall be owned by the individual agency and be the responsibility of the individual agency except for jointly used equipment such as photocopiers. The City shall be responsible for providing and paying for the operations of joint use equipment including purchase and or lease, supplies, maintenance and paper. The County shall pay thirty percent (30%) of the costs for the operations of joint use equipment. The City shall bill the County on a quarterly basis for the cost of joint use equipment.
- G. **Telephone Equipment.** The City shall provide equipment and telephone lines in the facility to provide telephone and voice mail services to both agencies. This equipment shall be maintained and replaced with funds from the annual renovation and replacement reserve fees. The County shall pay thirty percent (30%) of the regular reoccurring telephone billing costs for lines and services. Each agency shall be responsible for their individual long distance service charges. This agreement does not cover cellular, mobile, or other phone services that are not provided through transmission lines into the facility.
- H. **Shared Facility Video and A/V Equipment.** The City shall be responsible for providing video and A/V equipment in the common use rooms of the facility. These rooms shall include the conference rooms, briefing room, lounge, physical fitness room, and the multipurpose/training rooms. The equipment for these rooms shall be maintained and replaced with funds from the Annual Renovation and Replacement Fees in V(J) of this

agreement and any additional monies needed to maintain and replace this equipment shall be paid by the City.

- I. **Common Areas/Shared Space.** The City of Grand Island shall further provide the Hall County Sheriff with the use of other space in the facility on a shared use basis between the Hall County Sheriff's Office and the Grand Island Police Department. Shared space shall be used in a cooperative manner. Shared space shall include but not necessarily be limited to lockers, lounge and break area, briefing, training, report preparation, interview and interrogations, storage, evidence and property, exercise and physical fitness, conference and meeting rooms, restrooms, lobby and hallways, garage and parking.
- J. **Annual Renovation and Replacement Reserve Fee.** The County and the City shall each pay an annual fee of Twenty Five Thousand Dollars (\$25,000.00) Which shall be due on October 1, 2007 and on October 1st of each year thereafter into a Renovation and Replacement Reserve Fund. The annual payment shall be reduced by an equal amount for both the County and the City if said payment causes the reserve fund to exceed Five Hundred Thousand Dollars (\$500,000). This fund shall be used by the City for equipment, furnishings and renovation to the law enforcement facility building. Any fees in the Renovation and Reserve Fund upon the termination of this agreement shall be retained by the City of Grand Island.
- K. **Adjustment of Annual Fee.** The annual fee as set forth in V(J) above may be adjusted by the City of Grand Island on an annual basis if approved by the Law Enforcement Co-Location Committee. The City shall be allowed to adjust the annual renovation and replacement reserve fee by increments of not to exceed 10%. Grand Island shall notify Hall County in writing by August 1st of each year of any changes in the annual renovation and replacement reserve fee for the next year. The City shall provide information pertaining to the reasons for any adjustment in the fee.
- L. **Maintenance and Operational Expenses.** The City of Grand Island shall be responsible for the maintenance of the law enforcement center building. Grand Island shall provide the Hall County Sheriff building maintenance, including maintenance of the structure and all systems of the building, housekeeping, remodeling and Utilities, excluding long distance telephone services. Maintenance and operation expenses shall be divided with the City paying 70% of these expenses and the County paying 30%. The projected operating budget for the first fiscal year for the county's 30% share is estimated to be \$58,000.00.
- M. **Quarterly Operating Expense Statement and Requirements for Payment.** Grand Island shall provide the County with costs of maintenance and operation of combined services as set forth in V(L) above, on a quarterly basis. Hall County agrees to make payments to Grand Island on a quarterly basis. The first quarter shall begin on the first day of October. Each quarter shall consist of three calendar months in length based upon the first quarters beginning date. The initial payment for combined services shall be based upon that portion of any quarter in which the combined service begins to be provided. Payments will be made for the first three quarters based upon the budgeted amount for the first fiscal year of \$58,000, which will be \$14,500 for each of the first three quarters; the fourth quarter payment will be adjusted based upon actual expenditures for that fiscal year. Payments shall be made by the County to the City within forty-five (45) days of the completion of any quarter.

- N. **Adjustment of Cost Sharing.** The City of Grand Island or Hall County may initiate a review and adjustment of the percentages and costs of combined services as set forth in paragraph V(L) above. The initial term of this agreement shall be in effect for the two (2) fiscal years after the beginning of combined service before a review and adjustment may be made. The City or the County may initiate a review and adjustment every two (2) years thereafter. A review and adjustment must be made and completed by June 1 of the year preceding completion of the above two year period.

VI. ACCESS AND DRIVEWAY

- A. **Private Driveway Construction and Acknowledgement of Easement.** A private driveway and ancillary storm sewer infrastructure will be constructed from the south side of U.S. Highway 30 into the Luzenac Fourth Subdivision of the City of Grand Island. This driveway will be located on an Ingress and Egress Easement shown on the plat for the Luzenac Fourth Subdivision in the City of Grand Island, Nebraska, as filed October 14, 2005. The City and the County each acknowledge that this Ingress and Egress Easement as shown on the plat is partially on Lot One (1), Luzenac Fourth Subdivision which will be conveyed by the County to the City; and that a portion of this Ingress and Egress Easement is on Lot Two (2), Luzenac Fourth Subdivision which is owned by the County. City and County each accept and acknowledge this easement as a valid perpetual Ingress and Egress Easement to provide access to their respective properties.
- B. **Cost Sharing for Driveway Construction.** The private driveway to be constructed on the Ingress and Egress Easement referenced in paragraph VI(A) above will provide equal access to the City and County properties in Luzenac Fourth Subdivision in the City of Grand Island, Nebraska. The City and County hereby agree to share equally the expense of installing water and sanitary sewer mains, the concrete road, curb, gutter and storm sewer that serves the driveway, as well as all ancillary expenses of connecting the driveway to U.S. Highway 30, including, but not limited to, the cost of any traffic light or other traffic control measures. Said driveway and infrastructure shall be engineered to specifications established by the City of Grand Island Public Works Department.

VII. DUPLICATION OF COMBINED SERVICES PROHIBITED

There shall be no duplication of combined services as set forth in this agreement by any party subject to this Interlocal Agreement.

VIII. TERMINATION

- A. **Notice of Termination.** Hall County or the City of Grand Island may terminate this agreement effective on the 1st day of October in any year after 2011; provided however, written notice of such termination must be delivered to the other party not less than three hundred sixty (360) days before said termination is to become effective.

- B. **Property Ownership.** There shall be no jointly held property acquired pursuant to this agreement. Any property in this facility shall be held by the acquiring party and shall belong to said party upon termination of this agreement.

PASSED and approved this _____ day of _____, 2006.

Attest:

HALL COUNTY BOARD OF SUPERVISORS,

Marla Conley, County Clerk

By: _____
James M. Eriksen, Chairman

PASSED and approved this _____ day of _____, 2006.

Attest:

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

RaNae Edwards, City Clerk

By: _____
Jay Vavricek, Mayor

RESOLUTION 2006-102

WHEREAS, the City is planning for the construction of a new law enforcement center for the Police Department and the Hall County Sheriff's office; and

WHEREAS, the costs to operate and maintain the building will be shared between the Police Department and Sheriff's office, as well as for providing funding for future maintenance, equipment and furnishings; and

WHEREAS, an Interlocal Agreement for such funding costs has been drafted; and

WHEREAS, on March 7, 2006, a joint City Council / County Board meeting was held to discuss the proposed interlocal agreement; and

WHEREAS, as a result of such joint meeting, changes were made to the interlocal agreement, and it is now recommended for final approval.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Interlocal Agreement by and between the City and the County of Hall for the sharing of costs for the operation of the new co-located law enforcement center is hereby approved; and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 28, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| March 23, 2006 | ☐ City Attorney |



City of Grand Island

Tuesday, March 28, 2006

Council Session

Item G20

#2006-103 - Approving Establishment of Designated Truck Routes

This item relates to the aforementioned Ordinance Item F-7.

Staff Contact: Steven P. Riehle, Public Works Director

RESOLUTION 2006-103

WHEREAS, the City Council, by authority of Section 22-76 of the Grand Island City Code, may by resolution, designate truck routes upon the streets of the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that truck routes within the City of Grand Island are designated as follows:

| Street | From | To |
|-------------------------------|---|---|
| Abbott Road | 1/2 mile west of Sky Park Road (west city limits) | Sky Park Road |
| Abbott Road | Quandt Road | Approx. 1/2 mile east of Quandt Road (east city limits) |
| Adams Street | Stolley Park Road | Anna Street |
| Airport Road | 1/4 mile west of Sky Park Road (west city limits) | Sky Park Road |
| Airport Road | Shady Bend Road | Approx. 1/2 mile east of Shady Bend Road (east city limits) |
| Anna Street | Broadwell Avenue | Locust Street |
| Bismark Road | Locust Street | 400 feet east of Stuhr Road (east city limits) |
| Bismark Road | 3,600 feet east of Stuhr Road [west BNSF railroad right-of-way] (city limits) | 3,911 feet east of Stuhr Road [east BNSF railroad right-of-way] (city limits) |
| Blaine Street | U.S. Highway 34 | Stolley Park Road |
| Blaine Street / Custer Avenue | Second Street | Old Lincoln Highway |
| Broadwell Avenue | Anna Street | 1/4 mile north of Roberts Street (north city limits) |
| Capital Avenue | U.S. Highway 281 | 1/2 mile east of Sky Park Road (east city limits) |

| Street | From | To |
|---------------------------------|---|---|
| Eddy Street | Oklahoma Avenue | State Street |
| Elm Street | Second Street | Fourth Street |
| Engleman Road | Husker Highway | 400 feet north of North Lane (north city limits) |
| Engleman Road | 200 feet south of Lariat Lane (city limits) | 1,000 feet north of Michigan Avenue (north city limits) |
| Fonner Park Road | Adams Street | Stuhr Road |
| Fourth Street | Eddy Street | Sky Park Road |
| Gold Core Drive | Wildwood Drive | Schimmer Drive |
| Husker Highway | North Road | 1/4 mile east of North Road (city limits) |
| Husker Highway | Prairieview Street (city limits) | U.S. Highway 281 |
| Juergen Road | Wildwood Drive | Schimmer Drive |
| Lincoln Avenue | Second Street | North Front Street |
| Locust Street | Wood River Floodway (south city limits) | Charles Street |
| Nebraska Highway 2 | 1/4 mile west of Independence Avenue (west city limits) | U.S. Highway 281 |
| Nebraska Highway 2 – city route | U.S. Highway 281 | Broadwell Avenue |
| North Road | Husker Highway | Stolley Park Road |
| North Front Street | Broadwell Avenue | Elm Street |
| Oak Street | South Front Street | Fourth Street |
| Oklahoma Avenue | Adams Street | Locust Street |
| Old Highway 30 | West intersection with U.S. | Old Potash Highway / Old Lincoln |

| Street | From | To |
|-------------------------|---|---|
| | Highway 30 | Highway intersection |
| Old Lincoln Highway | Old Highway 30 / Old Potash Highway intersection | Broadwell Avenue |
| Old Potash Highway | 540 feet west of Arapahoe Avenue (west city limits) | Old Lincoln Highway / Old Highway 30 intersection |
| Platte Valley Boulevard | U.S. Highway 281 | Juergen Road |
| Quandt Road | Abbott Road | 1/4 mile north of Abbott Road (city limits) |
| Schimmer Road | 1/2 mile west of U.S. Highway 281 (west city limits) | 230 feet of Scheel Road (east city limits) |
| Second Street | Webb Road | Grant Street |
| Shady Bend Road | Arabian Circle (city limits) | Bronco Road (city limits) |
| Shady Bend Road | Approx. 1/2 mile north of Bismark Road (city limits) | 880 feet south of Gregory Avenue (city limits) |
| Shady Bend Road | 231 feet south of Gregory Avenue (city limits) | 300 feet north of Shady Bend Way (city limits) |
| Shady Bend Road | 350 feet north of U.S. Highway 30 (city limits) | UPRR south right-of-way (city limits) |
| Shady Bend Road | 1,910 feet north of Capital Avenue (city limits) | Airport Road |
| Sky Park Road | Seventh Street | White Cloud Road |
| St. Paul Road | Fourth Street | Capital Avenue |
| Stolley Park Road | 920 feet west of Freedom Drive (west city limits) | Stuhr Road |
| Stuhr Road | 270 feet south of the north intersection with Stolley Park Road (south city limits) | U.S. Highway 30 |
| Sycamore Street | First Street | Fourth Street |

| Street | From | To |
|--|------------------|------------------|
| Third Street | Blaine Street | Broadwell Avenue |
| U.S. Highway 30 | West city limits | Grant Street |
| U.S. Highway 30 (2 nd Street) | Grant Street | Greenwich Street |

| | | |
|---|--|--|
| U.S. Highway 30 [eastbound] (Greenwich Street) | Second Street | First Street |
| U.S. Highway 30 (1 st Street and 2 nd Street) | Greenwich Street | Plum Street |
| U.S. Highway 30 | Plum Street | 270 feet west of Shady Bend Road (east city limits) |
| U.S. Highway 34 (Husker Highway) | U.S. Highway 281 | Approx. 1/2 mile east of U.S. Highway 281 [UPRR west right-of-way] (city limits) |
| U.S. Highway 34 (Husker Highway) | Approx. 1/2 mile west of Locust Street (city limits) | 1/4 mile east of Locust Street (east city limits) |
| U.S. Highway 34 / 281 | Milepost No. 228.91 [1/4 mile south of Wildwood Drive] (south city limits) | Milepost No. 231.16 (Husker Highway) |
| U.S. Highway 281 | Milepost No. 67.6 (Husker Highway) | Milepost No. 72 (Nebraska Highway 2) (north city limits) |
| Vine Street | First Street | 3 rd Street |
| Vine Street (South Front Street) | Third Street | Oak Street |
| Walnut Street | Charles Street | Second Street |
| Webb Road | South intersection with U.S. Highway 281 | 1,410 feet north of Nebraska Highway 2 [city route] (city limits) |
| Webb Road | 900 feet south of the north intersection with U.S. Highway 281 (city limits) | 240 feet south of the north intersection with U.S. Highway 281 (city limits) |
| White Cloud Road | Sky Park Road | 2,060 feet east of Sky Park Road (east city limits) |
| Wildwood Drive | 380 feet west of Elk Drive (west city limits) | 610 feet east of Gold Core Drive (east city limits) |

BE IT FURTHER RESOLVED, that this resolution supercedes any and all other resolutions establishing or amending truck routes for the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 28, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 28, 2006

Council Session

Item H1

**Consideration of the Request from Bosselman, Inc. for Approval of
a Ground Sign Exceeding 50' in Height Located at 7301 Bosselman
Avenue**

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: March 28, 2006

Subject: Request of Bosselman Inc. for Approval of a Ground Sign Exceeding 50' in Height at 7301 Bosselman Avenue

Item #'s: H-1

Presenter(s): Craig Lewis, Building Department Director

Background

This request is for Council approval to allow for the placement of a ground sign at 7301 Bosselman Ave. which exceeds the height restrictions specified in the City code. The City code, section 31-25, requires that ground signs exceeding 50 feet in height shall not receive a permit until such issuance has been authorized by the Mayor and the City Council.

The Building Department notified Bosselman Inc. in writing on June 27, 2005 of the requirements for this sign and sent a violation notice on February 10, 2006 requesting compliance. A letter from Bosselman Inc. seeking approval was received on March 1, 2006.

Discussion

The City code regulating ground signs requires that any sign proposed to exceed 50 feet in height must receive approval of the City Council and the applicant shall submit the following for review and consideration by the mayor and council:

- i. A drawing showing the height, width, elevations, and electrical details of such sign;
- ii. Clear and convincing evidence that if the sign does not exceed fifty feet in height the owner will suffer undue hardship and that such hardship is not shared generally by other properties in the area;
- iii. Clear and convincing evidence that the proposed sign will not be of substantial detriment to adjacent properties and the character of the surrounding area will not be changed by the erection of the proposed sign.

The City Code also requires;

- c. Ground signs exceeding 50 feet in height shall be erected only on tracts of real estate adjacent to state and federal highways and occupied by the business advertised by the sign.
- d. No permit shall be issued for any sign exceeding 100 feet in height, measured from the ground level at the base of the sign to the top.
- e. In lieu of the permit fee set forth in 30-4, subsection 3 of this chapter, upon the granting of a permit for erection or moving of a sign exceeding fifty feet in height, the applicant shall pay a fee of \$250.00 to the City.
- f. All other provisions of the Grand Island City Code pertaining to signs which are not inconsistent with this section shall apply to ground signs exceeding fifty feet in height.

The application submitted is for a ground sign 14'x18' at a height of 60' above the adjacent grade. The location of the sign is not currently on the site of a principal building and Bosselman Inc. has submitted a request to amend the subdivision plat to include this sign location and bring the location into compliance with additional code restrictions. The location is adjacent to a federal highway system and in the letter submitted with the request reference is made to the justification of the height because of the vegetation along the river to the north of the property.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the request and authorize the issuance of a permit for the proposed sign.

Sample Motion

Motion to approve the request for the proposed 60' tall sign and authorize the Building Department to issue a permit for such sign.



BOSSELMAN
Family of Companies



3123 West Stolley Park Road • PO Box 1567 • Grand Island, Nebraska 68802-1567
Phone (308) 381-2800 • Fax (308) 382-1160 • www.bosselman.com

March 1, 2006

Mr. Craig A. Lewis
Building Inspector
City of Grand Island
P.O. Box 1968
Grand Island, NE 68802-1968

Re: Violation Notice – Sign Ordinance

Dear Craig:

I received a Violation Notice of the large Motel 6 sign located at Lot 6, Block 1 Bosselville Subdivision. In trying to do an administrative plat change to modify the lot lines around the sign, we discovered that the base of the Motel 6 sign is partially outside of the subdivision limits. We are going to replat the Bosselville subdivision Lots 5 and 6 to include the base of the sign into Lot 5. This will be submitted by March 16, 2006 for the April 5, 2006 Planning Commission meeting.

Bosselman, Inc. is also requesting approval from the Council of the increased height of the sign. The sign is 60 feet in height to allow better visibility because of the growth of vegetation along the river, the height difference between Hwy 281 and the Bosselville Subdivision and that the frontage lots of the Bosselville Subdivision block visibility.

If I can be of any further assistance to you in this matter, please don't hesitate to contact me.

Sincerely,

Brandi Bosselman
Attorney at Law

BOSSELMAN, INC.

BB:pb

7-30-05

DATE: 9/27/05

LOCATION OF SIGN (Address) 7301 Bosselman Avenue

TYPE OF SIGN On premise sign

MATERIAL _____ Flex Face

SIZE 14' x 18'

WILL THE SIGN BE ILLUMINATED? Yes CLEARANCE OF SIGN 41 ft.

HEIGHT OVERALL 60 ft. ESTIMATED COST \$35,000

IDENTIFICATION OF SIGN (What will the sign say) Motel 6 \$

Will Sign Project Over Public Right-of-Way or Dedicated Easement? No LAND ZONE B2

Will Support(s) For Sign Be Located Upon Public Right-Of-Way or Dedicated Easement? No

OWNER OF SIGN Bosselman, Inc. ADDRESS 3123 W Stolley Park Rd., P.O. Box 1567

PHONE # (308) 381-2800

Grand Island, NE 68802-1567

INSTALLER N/A

ADDRESS

PHONE #

ELECTRICIAN _____ N/A

PHONE #

Signed

Signature of authorized agent

Special Conditions:

Permit Fee

Building Department Director

Revised 01/14/04





City of Grand Island

Tuesday, March 28, 2006

Council Session

Item I1

**#2006-104 - Approving Request of Grand Island Venue I, Inc. dba
Copa Cabana, 2850 Old Fair Road for a Class "C" Liquor License**

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

Staff Contact: RaNae Edwards

RESOLUTION 2006-104

WHEREAS, an application was filed by Venue I, Inc., doing business as Copa Cabana at 2850 Old Fair Road for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on March 18, 2006; such publication cost being \$13.60; and

WHEREAS, Tonia Reeser has applied for a liquor manager designation for the business;
and

WHEREAS, a public hearing was held on March 28, 2006, for the purpose of discussing such liquor license application.

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

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

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

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

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

_____ The City of Grand Island hereby recommends the application of Tonia Reeser as liquor manager of such business upon the completion of a state approved alcohol server / seller training program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 28, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|--|
| Approved as to Form | <input type="checkbox"/> _____ |
| March 23, 2006 | <input type="checkbox"/> City Attorney |



City of Grand Island

Tuesday, March 28, 2006

Council Session

Item J1

Approving Payment of Claims for the Period of March 8, 2006 through March 28, 2006

The Claims for the period of March 8, 2006 through March 28, 2006 for a total amount of \$4,799,769.20. A MOTION is in order.

Staff Contact: RaNae Edwards



City of Grand Island

Tuesday, March 28, 2006

Council Session

Item J2

Approving Payment of Claims for the Library Expansion for the Period of March 8, 2006 through March 28, 2006

The Claims for the Library Expansion for the period of March 8, 2006 through March 28, 2006 for the following requisitions.

#23 \$ 75.00

#24 \$2,128.67

A MOTION is in order.

Staff Contact: RaNae Edwards

EXHIBIT B
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 23

TO: Wells Fargo Bank, National Association, Trustee
1248 O Street, 4th Floor
Lincoln, NE 68501
Attention: Trust Department

As Trustee under that Mortgage, Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the Construction Fund (and/or Costs of Issuance Fund) pursuant to Article VI of said Indenture of the following amounts to the persons or firms indicated:

| <u>Payee</u> | <u>Dollar Amount</u> | <u>Reason for Payment</u> |
|---------------------------------|----------------------|---------------------------|
| Third Party Environmental, Inc. | \$75.00 | Asbestos samples |

Pursuant to said Indenture, the undersigned Project Manager does hereby certify the following:

1. The above requested payments represent obligations incurred in the amounts shown by or on behalf of the Corporation with respect to the Project (or for costs of issuance for the Building Bonds) and have not previously been paid from the Construction Fund (and/or Costs of Issuance Fund).
2. The payments requested above represent disbursements permitted to be made from the Construction Fund (and/or Costs of Issuance Fund) under the terms of the Indenture and the Agreement (as defined in the Indenture), by and between said Corporation and the City of Grand Island, Nebraska.
3. Attached to this Requisition are copies of the invoices in the case of payment to third parties for services or materials. In the case of payments to the contractor under the Construction Contract (as defined in the Indenture) such contractor's application (and/or architect's certificate for payment).

IN WITNESS WHEREOF, the undersigned has caused this disbursement requisition to be executed pursuant to the terms of said Indenture this 17th day of March, 2006.


Project Manager

Third Party Environmental, Inc.

PO Box 2202
1516 S Gunbarrel Road
Grand Island, NE 68802-2202

Invoice

| Date | Invoice # |
|----------|-----------|
| 3/2/2006 | 719 |

| |
|--|
| Bill To |
| GI Library Attn: Steve Fosselman 211 North Washington Street Grand Island, NE 68801 |

| P.O. No. | Terms | Project |
|----------|-------|---------|
| | | |

| Quantity | Description | Rate | Amount |
|----------|----------------------------------|--------------|---------|
| 1 | 2 Asbestos samples at GI Library | 75.00 | 75.00 |
| | | Total | \$75.00 |

EXHIBIT B
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 24

TO: Wells Fargo Bank, National Association, Trustee
1248 O Street, 4th Floor
Lincoln, NE 68501

Attention: Trust Department

As Trustee under that Mortgage, Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the Construction Fund (and/or Costs of Issuance Fund) pursuant to Article VI of said Indenture of the following amounts to the persons or firms indicated:

| <u>Payee</u> | <u>Dollar Amount</u> | <u>Reason for Payment</u> |
|-------------------|----------------------|---------------------------|
| Olsson Associates | \$1631.00 | Testing |
| Olsson Associates | \$497.67 | Labor and Testing |

Pursuant to said Indenture, the undersigned Project Manager does hereby certify the following:

1. The above requested payments represent obligations incurred in the amounts shown by or on behalf of the Corporation with respect to the Project (or for costs of issuance for the Building Bonds) and have not previously been paid from the Construction Fund (and/or Costs of Issuance Fund).
2. The payments requested above represent disbursements permitted to be made from the Construction Fund (and/or Costs of Issuance Fund) under the terms of the Indenture and the Agreement (as defined in the Indenture), by and between said Corporation and the City of Grand Island, Nebraska.
3. Attached to this Requisition are copies of the invoices in the case of payment to third parties for services or materials. In the case of payments to the contractor under the Construction Contract (as defined in the Indenture) such contractor's application (and/or architect's certificate for payment).

IN WITNESS WHEREOF, the undersigned has caused this disbursement requisition to be executed pursuant to the terms of said Indenture this 17th day of March, 2006.



Project Manager



(402) 474-6311
Fax (402) 474-5160

OLSSON ASSOCIATES
ENGINEERS • PLANNERS • SCIENTISTS • SURVEYORS

1111 Lincoln Mall
Suite 111
P.O. Box 84608
Lincoln, NE 68501-4608

Edith Abbott Memorial Library
211 N Washington St
Grand Island, NE 68801

Invoice number 84165
Date 3/13/2006

Contract: 2-2006-0141
Edith Abbott Mem Library GI
Scope of Work: OA Project No. 2-2006-0141.01

Client ID: 4338

Professional services rendered from January 29, 2006 through February 25, 2006 for
work completed in accordance with our verbal greement.

1-12-411 E Abbott Mem Lib Cons Test

Testing

| <u>Vendor / Activity</u> | <u>Units</u> | <u>Rate</u> | <u>Amount</u> |
|------------------------------|--------------|-------------|---------------|
| Troxler Nuclear Density Test | 53.00 | 27.00 | 1,431.00 |
| Trip Charge - 30-mile Radius | 20.00 | 10.00 | 200.00 |
| Testing subtotal | 73.00 | | 1,631.00 |
| Item subtotal | | | 1,631.00 |
| Invoice total | | | 1,631.00 |

Approved by


Jeffery R. Palik

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

(402) 474-6311
Fax (402) 474-5160



OLSSON ASSOCIATES
ENGINEERS • PLANNERS • SCIENTISTS • SURVEYORS

1111 Lincoln Mall
Suite 111
P.O. Box 84608
Lincoln, NE 68501-4608

Edith Abbott Memorial Library
211 N Washington St
Grand Island, NE 68801

Invoice number 84166
Date 3/13/2006

Contract: 2-2006-0141

Client ID: 4338

Edith Abbott Mem Library GI

Scope of Work: OA Project No. 2-2006-0141.02 - Footings

Professional services rendered through February 25, 2006 for work completed in accordance with our verbal agreement. Services completed this period include concrete and density tests for footing construction.

2-12-411 E Abbott Mem Lib Footing Insp

Labor

| <u>Employee Type</u> | <u>Hours</u> | <u>Rate</u> | <u>Amount</u> |
|----------------------|--------------|-------------|---------------|
| Senior Technician | 1.00 | 51.67 | 51.67 |
| Labor subtotal | 1.00 | | 51.67 |

Testing

| <u>Vendor / Activity</u> | <u>Units</u> | <u>Rate</u> | <u>Amount</u> |
|--------------------------------|--------------|-------------|---------------|
| Concrete Cylinders/Slump & Air | 3.00 | 60.00 | 180.00 |
| Troxler Nuclear Density Test | 8.00 | 27.00 | 216.00 |
| Trip Charge - 30-mile Radius | 5.00 | 10.00 | 50.00 |
| Testing subtotal | 16.00 | | 446.00 |

Item subtotal 497.67

Invoice total 497.67

Approved by


for Jeffery R. Palik

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS