
City of Grand Island



Tuesday, November 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

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

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

Invocation - Pastor Josh Sikes, Third City Christian Church, 4100 West 13th Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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

MAYOR COMMUNICATION

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



City of Grand Island

Tuesday, November 28, 2006

Council Session

Item C1

Presentation of Howard Eakes Award to 1-R School 8th Grade Class from Clean Community System

The Mayor and City Council will recognize the efforts of District 1-R eighth grade students for work on "Project Citizen" a Portfolio-Based Civic Education Program. The fourteen eighth-graders chose to work on an anti-littering campaign after hearing a presentation by Betty Curtis of Clean Community Systems. Ms. Curtis will be presenting the "Howard Eakes" award to the eighth-graders on behalf of the Clean Community System. We congratulate these student's for their campaign against litter.

Staff Contact: Mayor Vavricek



City of Grand Island

Tuesday, November 28, 2006

Council Session

Item D1

#2006-BE-12 - Consideration of Determining Benefits for Sanitary Sewer Districts 519; Lots 10 through 21 of Westwood Park Second Subdivision

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: November 28, 2006

Subject: Board of Equalization Hearing to Determine Benefits and Consideration of an Ordinance Levying Assessments for Sanitary Sewer District 519/521; Lots 9 through 21 of Westwood Park Second Subdivision

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

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

Background

The Certificate of Final Completion for Sanitary Sewer Districts 519/521 was approved on October 24, 2006 with November 28, 2006 set as the date for Council to sit as the Board of Equalization. All work has been completed and special assessments have been calculated for the Districts.

Discussion

The contract for Sanitary Sewer Districts 519/521 was awarded to The Starostka Group Unlimited Inc., of Grand Island, NE on February 14, 2006. Work on the project was completed at a construction price of \$150,312.11. Total cost of the project is \$201,187.47. Costs for the project break down as follows:

Original Bid	\$ 170,398.26
Overruns	\$ 2,765.99
Change Order No. 1	(\$ 22,852.14)
Sub Total (Construction Price)	\$ 150,312.11
<u>Other Costs (See Completion Certificate)</u>	<u>\$ 50,875.36</u>
Total Cost	\$ 201,187.47

The estimated assessment per Lot at the time Districts 519/521 were created was \$15,423.00. The final assessment per Lot is \$13,994.94.

The assessed costs between the districts and the cities costs break down as follows:

Total Assessed to District 519	\$ 167,939.30
Total Assessed to District 521	\$ 13,994.94
City Costs for Drainage Improvements	\$ 19,253.23
Total Cost	\$ 201,187.47

Alternatives

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

1. Move to approve a resolution to determine benefits and pass an ordinance levying the assessments.
2. Refer the issue to a Committee.
3. Postpone the issue to future date.
4. Take no action on the issue.

Recommendation

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

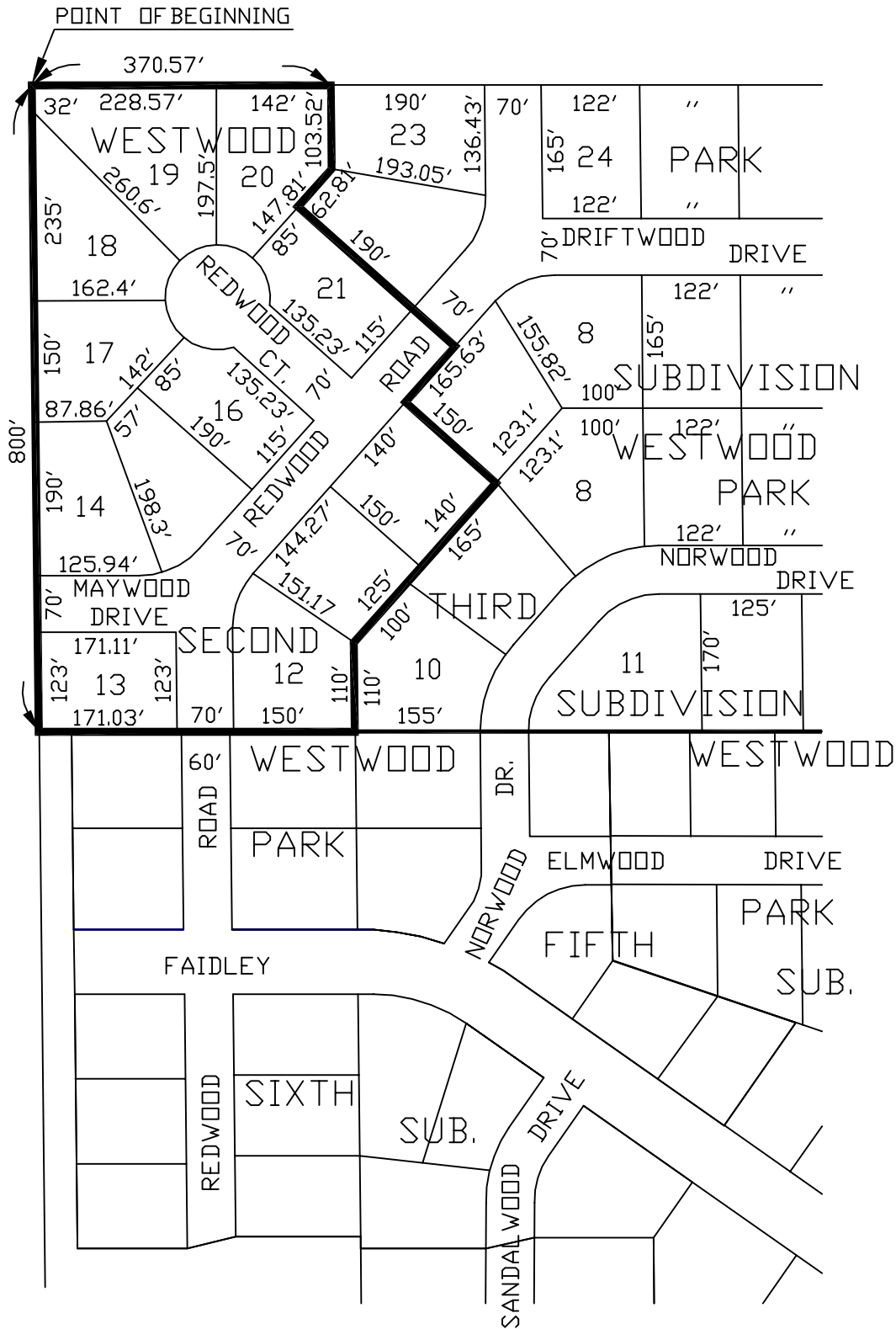
Sample Motion

(Sample Motion for the Board of Equalization)

Move to approve the resolution determining benefits for Sanitary Sewer Districts 519/521.

(Sample Motion for the Ordinance)

Move to approve the ordinance levying the assessments for Sanitary Sewer Districts 519/521.



SANITARY SEWER DISTRICT 519

EXHIBIT "A"

CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT

DATE: 6/29/05
DRN BY L.D.C.
SCALE: 1"=200'

PLAT TO ACCOMPANY
ORDINANCE NO. 8984

R E S O L U T I O N 2006-BE-12

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Sanitary Sewer District 519, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$167,939.30; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within such Sanitary Sewer District No. 519, such benefits are the sums set opposite the several descriptions as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
David L. & Kathleen A. Goosic	Lot 10, Westwood Park Second Subdivision	\$13,994.94
William T. & Jacqueline R. Foster	Lot 11, Westwood Park Second Subdivision	\$13,994.94
Jerry D. & Sharon L. Conroy	Lot 12, Westwood Park Second Subdivision	\$13,994.94
Jason C. & Gayle D. Bonnes	Lot 13, Westwood Park Second Subdivision	\$13,994.94
David S. & Julie L. Sackschewsky	Lot 14, Westwood Park Second Subdivision	\$13,994.94
Robert A. & Nancy C. Arends	Lot 15, Westwood Park Second Subdivision	\$13,994.94
Terry L. & Kristine K. Fegter	Lot 16, Westwood Park Second Subdivision	\$13,994.94
Bryan L. & Jean M. Taylor	Lot 17, Westwood Park Second Subdivision	\$13,994.94
Leon A. Milan	Lot 18, Westwood Park Second Subdivision	\$13,994.94
Gary L. & Irene D. Pearce	Lot 19, Westwood Park Second Subdivision	\$13,994.94
Rosalie J. Zlomke	Lot 20, Westwood Park Second Subdivision	\$13,994.94
Duane E. & Kimberli K. Coates	Lot 21, Westwood Park Second Subdivision	\$13,994.96
TOTAL		\$167,939.30

- - -

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
November 22, 2006	<input type="checkbox"/>	City Attorney



City of Grand Island

Tuesday, November 28, 2006

Council Session

Item D2

**#2006-BE-13 - Consideration of Determining Benefits for Sanitary
Sewer Districts 521; Lot 9 of Westwood Park Second Subdivision**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: November 28, 2006

Subject: Board of Equalization Hearing to Determine Benefits and Consideration of an Ordinance Levying Assessments for Sanitary Sewer District 519/521; Lots 9 through 21 of Westwood Park Second Subdivision

Item #'s: D-2 & F-5

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

Background

The Certificate of Final Completion for Sanitary Sewer Districts 519/521 was approved on October 24, 2006 with November 28, 2006 set as the date for Council to sit as the Board of Equalization. All work has been completed and special assessments have been calculated for the Districts.

Discussion

The contract for Sanitary Sewer Districts 519/521 was awarded to The Starostka Group Unlimited Inc., of Grand Island, NE on February 14, 2006. Work on the project was completed at a construction price of \$150,312.11. Total cost of the project is \$201,187.47. Costs for the project break down as follows:

Original Bid	\$ 170,398.26
Overruns	\$ 2,765.99
Change Order No. 1	(\$ 22,852.14)
Sub Total (Construction Price)	\$ 150,312.11
<u>Other Costs (See Completion Certificate)</u>	<u>\$ 50,875.36</u>
Total Cost	\$ 201,187.47

The estimated assessment per Lot at the time Districts 519 / 521 were created was \$15,423.00. The final assessment per Lot is \$13,994.94.

The assessed costs between the districts and the cities costs break down as follows:

Total Assessed to District 519	\$ 167,939.30
Total Assessed to District 521	\$ 13,994.94
City Costs for Drainage Improvements	\$ 19,253.23
Total Cost	\$ 201,187.47

Alternatives

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

1. Move to approve a resolution to determine benefits and pass an ordinance levying the assessments.
2. Refer the issue to a Committee.
3. Postpone the issue to future date.
4. Take no action on the issue.

Recommendation

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

Sample Motion

(Sample Motion for the Board of Equalization)

Move to approve the resolution determining benefits for Sanitary Sewer Districts 519/521.

(Sample Motion for the Ordinance)

Move to approve the ordinance levying the assessments for Sanitary Sewer Districts 519/521.

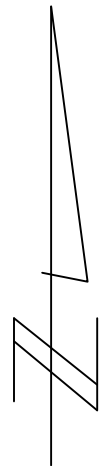


EXHIBIT "A"

R E S O L U T I O N 2006-BE-13

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Sanitary Sewer District 521, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$13,994.94; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within such Sanitary Sewer District No. 521, such benefits are the sums set opposite the several descriptions as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Douglas C. & Betty E. Bryant	Lot 9, Westwood Park Second Subdivision	\$13,994.94
TOTAL		\$13,994.94

- - -

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 28, 2006

Council Session

Item E1

**Public Hearing on Change of Zoning for a Tract of Land Proposed
for Platting as Ponderosa Village Subdivision Located West of
Highway 281 and South of Rae Road from RD Residential
Development to B2 General Business**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: November 28, 2006

Subject: Change of Zoning

Item #'s: E-1 & F-8

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 Ponderosa Village Subdivision from RD Residential Development zone to B2 General Business zone for a tract of land being part of outlots B and C4, Ponderosa Lake Estates Subdivision, in the City of Grand Island, Hall County, Nebraska. This property is located west of Hwy. 281 and south of Rae Road.

Discussion

This would be in general conformance with the City's Comprehensive Land Use Plan. The property on the east side of James Road, as it is currently platted, is designated commercial. This proposal would move James Road to the west creating more space between U.S. Hwy. 281 and the frontage road. The uses would be consistent with the level of service intended for James Road and Rae Road. Both streets will be designed to meet the minimum standards for a commercial street. This would promote greater separation between U.S. Hwy. 281 and the frontage road (James Road). These changes will allow the developers to put more separation between U.S. Hwy. 281 and the frontage road. This should help avoid some of the issues that have been experienced along State Street and 13th Street, west of U.S. Hwy. 281, to the north. The developer is proposing to reconfigure the intersection of James Road and Rae Road. This development is consistent with the Ewoldt Subdivision (Ponderosa Pointe Development) approved for the property north of Rae Road by Council last Spring.

Alternatives

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

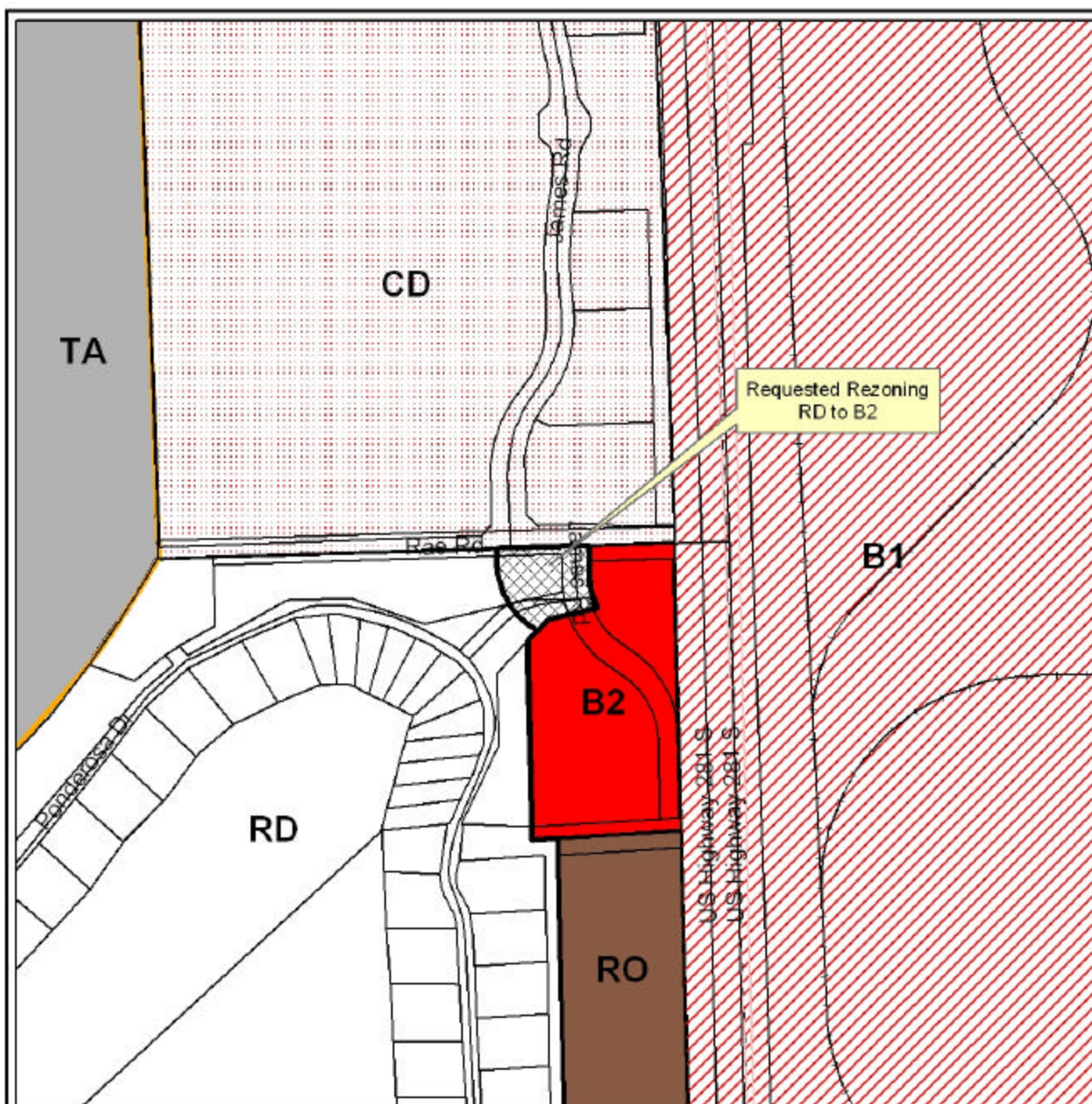
1. Approve the rezoning as presented
2. Modify the rezoning to meet the wishes of the Council
3. Table the issue
4. Deny the request to rezone the property

Recommendation

A motion was made by Haskins 2nd by Eriksen to approve the rezoning as presented. A roll call vote was taken and the motion passed with 12 members present (Miller, Amick, O'Neill, Ruge, Hayes, Monter, Haskins, Eriksen, Brown, Niemann, Reynolds, Snodgrass) voting in favor.

Sample Motion

Approve the rezoning for Ponderosa Village Subdivision as presented.



Requested Zoning



 From RD : Residential Development Zone

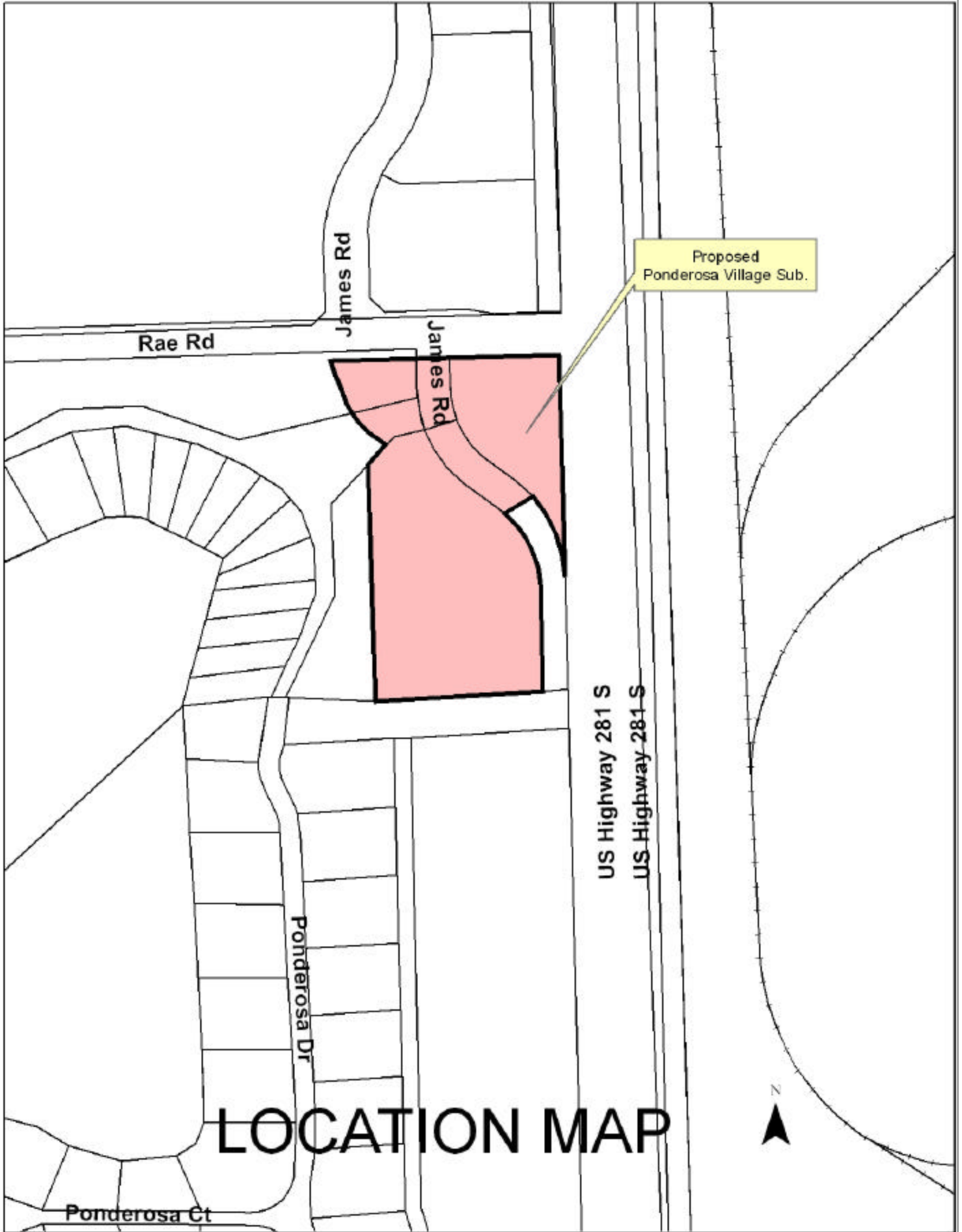
 To B2 : General Business Zone

Scale : NONE

C-3-2007GI



THE PROFESSIONAL LAND SURVEYORS OF THE
STATE OF TEXAS - 1900





City of Grand Island

Tuesday, November 28, 2006

Council Session

Item E2

**Public Hearing on Amendment to Redevelopment Plan for
Blighted and Substandard Area #2 for Southeast Crossings LLC
for a Commercial Center to be Located at 939 South Locust Street
(Ray O'Connor)**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP CRA Director

Meeting: November 28, 2006

Subject: TIF Application from Southeast Crossings LLC

Item #'s: E-2 & G-14

Presenter(s): Chad Nabity, AICP CRA Director

Background

Southeast Crossings LLC has applied for tax increment financing for the development of and expansion of commercial retail space at 939 S. Locust in the City of Grand Island. To extend tax increment financing through a redevelopment contract, the developer must obtain the approval of the Community Redevelopment Authority and obtain the approval of the Planning Commission prior to coming before the City Council for final approval. Southeast Crossings LLC has obtained the approval of the Community Redevelopment Authority and has also obtained approval from the Regional Planning Commission at their November 1, 2006 meeting. This project now comes before the City Council for final consideration for authorizing tax increment financing.

Discussion

Ray O'Connor of Southeast Crossing LLC, has submitted a redevelopment proposal in a timely manner to the Community Redevelopment Authority for consideration. The Community Redevelopment Authority has prepared the redevelopment contract for use in extending tax increment financing assistance to Southeast Crossings LLC. Southeast Crossings LLC proposes to renovate and expand the existing building on its property for a commercial retail/office uses. This project will be built on a site on South Locust. Subsequent to receiving CRA approval, the Hall County Planning Commission reviewed the amendment to the redevelopment plan for blight and substandard area number 2. They determined that the proposed development is consistent with the existing zoning and future land use planned for the City of Grand Island and recommended approval. This proposed redevelopment contract, which would extend tax increment financing for fifteen years to this project is now before the City Council for consideration. The total tax increment financing allowed for this project may not exceed \$182,560 during this 15 year period.

Alternatives

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

1. Move to approve the resolution authorizing the use of tax increment financing for the proposed project.
2. Not approve the use of tax increment financing for this project.
3. Postpone the issue to future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council approve the use of tax increment financing for this project.

Sample Motion

Motion to approve a resolution to use tax increment financing for the redevelopment project of Southeast Crossings LLC.



JIM NARBER, Inc.

Construction Management · Development ·
General Contractor

SOUTHEAST CROSSINGS

939 South Locust 68801

Owner: **O'Connor** Enterprises

2502 N Webb Rd



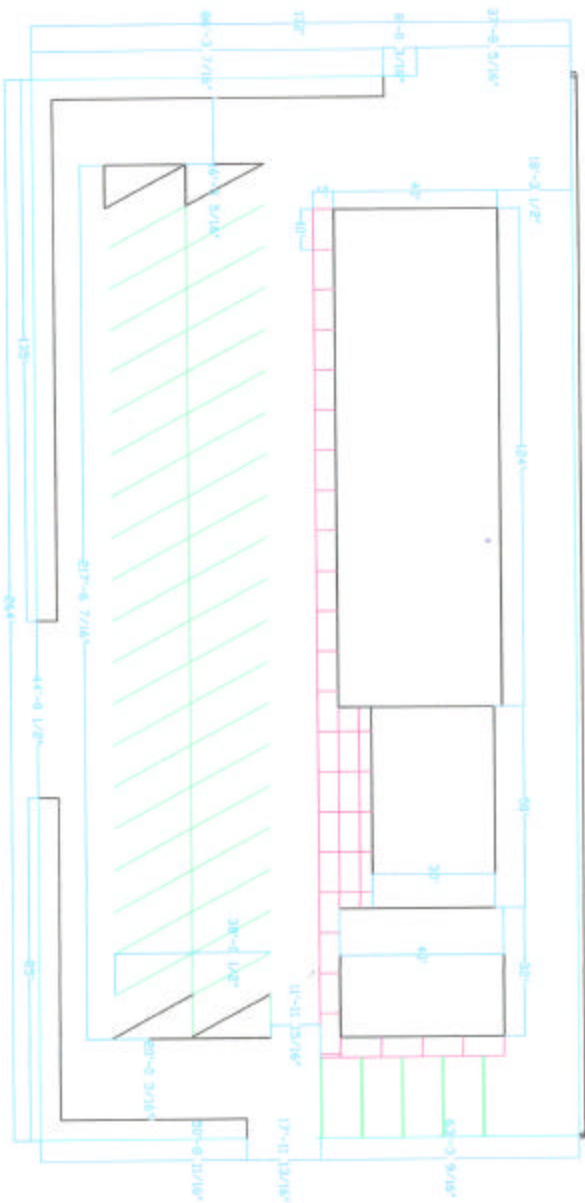
Construction Management · Development ·
General Contractor

SOUTHEAST CROSSINGS

939 South Locust 68801

Owner: **O'Connor**, Enterprises

2502 N Webb Rd



COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF GRAND ISLAND, NEBRASKA
RESOLUTION #74

A RESOLUTION RECOMENDING AN AMENDMENT TO A REDEVELOPMENT PLAN OF THE AUTHORITY, APPROVING A REDEVELOPMENT CONTRACT AND GIVING NOTICE OF INTENT TO ENTER INTO A REDEVELOPMENT CONTRACT, AND APPROVAL OF RELATED ACTIONS (SOUTHEAST CROSSINGS, L.L.C. PROJECT).

WITNESSETH:

WHEREAS, the Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), in furtherance of the purposes and pursuant to the provisions of Section 18-2101 to 18-2154, Reissue of Revised Statutes of Nebraska, 1997, as amended (the "Act") has recommended and the City of Grand Island ("City") has adopted a Redevelopment Plan for a blighted and substandard area designated by the City designated Redevelopment Area no. 2 (the "Redevelopment Area"); and

WHEREAS, pursuant to any furtherance of the Act, the Authority published notice of a Request for Proposals for redevelopment of the blighted and substandard area targeted for redevelopment pursuant to the Redevelopment Plan, and received a proposal from Southeast Crossings, L.L.C. ("Redeveloper") to enter into a Redevelopment Contract in substantially the form attached hereto as Exhibit A, the terms and conditions of which are herein incorporated by reference ("Redevelopment Contract"), whereby Authority would agree to rebate taxes for purposes specified in the Redevelopment Contract pursuant to the Act (the "Project");

WHEREAS, the Authority has made certain findings and pursuant thereto has determined that it is in the best interests of the Authority and the City as expressed in the Redevelopment Plan to enter into the Redevelopment Contract and to carry out the transactions contemplated thereby.

NOW, THEREFORE, be it resolved by the Community Redevelopment Authority of the City of Grand Island, Nebraska as follows:

1. The Authority has determined that the proposed land uses and building requirements in the Redevelopment Project area are designed with the general purposes of accomplishing, and in conformance with the general plan of the City, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency in economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provisions for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and communitive facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient

expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

2. The Authority has conducted a cost benefit analysis for the Project in accordance with the Act, and has found and hereby finds that the Project would not be economically feasible without the use of tax increment financing; the Project would not occur in the Area without the use of tax increment financing and the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed and have been found to be in the long term best interests of the community impacted by the Project.

3. The Authority hereby gives the City notice of its intent to enter into the Redevelopment Contract, and hereby recommends to the City approval of the Redevelopment Contract as an Amendment to the Redevelopment Plan, following publication of notice of and a public hearing with respect to the proposed Redevelopment Contract pursuant to the Act.

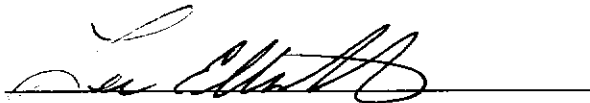
4. Subject to approval of the Redevelopment Contract by the City, the Authority hereby authorizes and approves the Redevelopment Contract between the Authority and the Redeveloper for the redevelopment of the Project area, and hereby authorizes and approves the execution, delivery, and performance of the documents and transactions contemplated by the Redevelopment Project.

5. The Chair and Secretary of the Authority are hereby authorized and directed to execute and deliver the Redevelopment Contract, in substantially the form presented at this meeting, but with such changes, additions or deletions as they deem reasonable or necessary, together with all documents, certificates or instruments contemplated thereby or necessary in connection therewith, and carry out all transactions and take all actions contemplated by the foregoing.

IN WITNESS WHEREOF, the undersigned members of the Community Redevelopment Authority of the City of Grand Island, Nebraska, hereby pass and adopt this Resolution and is in force this 15 day of November, 2006.

COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF GRAND ISLAND, NEBRASKA

Vice-Chair



ATTEST:

Director

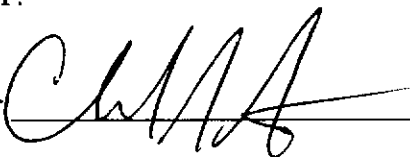


EXHIBIT A
REDEVELOPMENT CONTRACT

REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the 15th day of November, 2006, by and between the Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority") and Southeast Crossings L.L.C. ("Redeveloper"), whether one or more.

WITNESSETH:

WHEREAS, Authority is a duly organized and existing community redevelopment authority, a body politic and corporate under the law of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Contract, acting by and through its Chair or Vice Chair and Members;

WHEREAS, the City of Grand Island, Nebraska (the "City"), in furtherance of the purposes and pursuant to the provisions of Section 2 of Article VIII of the Nebraska Constitution and Sections 18-2101 to 18-2154, Reissue Revised Statutes of Nebraska, 1999, as amended (collectively the "Act"), has adopted a Redevelopment Plan for a blighted and substandard area designated by the City; and

WHEREAS, Authority and Redeveloper desire to enter into this Redevelopment Contract for acquisition and redevelopment of the redevelopment area;

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

ARTICLE I

DEFINITIONS AND INTREPRETATION

Section 1.01 Terms Defined in this Redevelopment Contract.

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

"Act" means Section 12 of Article VIII of the Nebraska Constitution, Sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, 1943, as amended, and acts amendatory thereof and supplemental thereto.

"City" means the City of Grand Island, Nebraska.

“Completion” means substantial completion of the Project as described on the attached Exhibit B.

“Governing Body” means the Mayor and City Council of the City, of Grand Island, Nebraska.

“Premises” or “Redevelopment Area” means all that certain real property situated in the City of Grand Island, Hall County, Nebraska, more particularly described as Exhibit A attached hereto and incorporated herein by this reference.

“Project” means the improvements to the Premises, as further described in Exhibit B attached hereto and incorporated herein by reference.

“Project Costs” means only costs or expenses incurred by Redeveloper to acquire, construct and equip the Project pursuant to the Act as identified on Exhibit C.

“Redevelopment Contract” means this redevelopment contract between Authority and Redeveloper dated November 15, 2006, with respect to the Project.

“Redevelopment Plan” means the Redevelopment Plan for Area No. 2, prepared by the Authority and approved by the City pursuant to the Act, as amended from time to time.

“Resolution” means the Resolution of the Authority dated November 15, 2006, as supplemented from time to time, approving this Redevelopment Contract.

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

ARTICLE II REPRESENTATIONS

Section 2.01 Representations by Authority.

Authority makes the following representations and findings;

(a) Authority is a duly organized and validly existing community redevelopment authority under the Act.

(b) The Redevelopment Plan has been duly approved and adopted by the City pursuant to Section 18-2116 and 18-2117 of the Act.

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

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

Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

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

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

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

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

ARTICLE III

OBLIGATIONS OF THE AUTHORITY

Section 3.01 Division of Taxes

In accordance with Section 18-2147 of the Act, the Authority hereby amends the Redevelopment Plan of the Authority by providing that any ad valorem tax on real property in the Project for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as provided in Section 18-2147 of the Act or until \$182,560.20 is provided through TIF, whichever occurs sooner. The effective date of this provision shall be January 1, 2007.

Section 3.02 TIF Pledge of Revenues.

Authority shall not incur TIF indebtedness in the form of a principal amount bearing interest but, rather, hereby pledges to the Redeveloper and its Lender that the Authority will pay, semi-annually, the TIF Revenues to Redeveloper's Lender as additional security for the payment of the indebtedness incurred by Redeveloper for funding the Redevelopment Project.

Section 3.03 Payment.

Authority will pay to Redeveloper's Lender the proceeds of the TIF Revenues derived from Redeveloper's semi-annual payment of ad valorem taxes on the real property included in the Redevelopment Project. If such real estate taxes are not paid by Redeveloper, no TIF Revenues will be generated to enable the Authority to pay TIF Revenues to the Redeveloper.

Section 3.04 Creation of Fund.

Authority will create a special fund to collect and hold the TIF Revenues. Such special fund shall be used for no purpose other than to pay TIF Revenues pursuant to Sections 3.02 and 3.03 above.

ARTICLE IV

OBLIGATIONS OF REDEVELOPER

Section 4.01 Construction of Project; Insurance

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

(b) Any contractor chosen by the Redeveloper or the Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations and a penal bond as required by the Act. The Authority and the Redeveloper shall be named as

additional insureds. Any contractor chosen by the Redeveloper or the Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage shall include "All Risk" insurance for physical loss or damage. The contractor or the Redeveloper, as the case may be, shall furnish the Authority with a Certificate of Insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the Authority prior written notice in the event of cancellation of or material change in any of the policies.

Sections 4.02 Reserved.

Section 4.03 Redeveloper to Operate Project.

Except as provided in Section 4.08 hereof, Redeveloper will operate the Project for not less than 15 years from the effective date of the provision specified in Section 3.01 of this Redevelopment Contract.

Section 4.04 Authority Costs.

Redeveloper shall pay to Authority on the date of execution of this Redevelopment Contract, the sum of \$1,000.00 to reimburse the Authority for its fees incurred in connection with this Redevelopment Contract.

Section 4.05 No Discrimination.

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

Section 4.06 Pay Real Estate Taxes.

Redeveloper intends to create a taxable real property valuation of the Project of \$595,991.00 no later than as of September 1, 2007. During the term of this contract, Redeveloper will (1) not protest a real estate property valuation on the Premises of \$786,353.00

or less after substantial completion or occupancy; (2) not convey the Premises or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes; and (3) cause all real estate taxes and assessments levied on the Premises to be paid prior to the time such become delinquent.

Section 4.07 Reserved.

Section 4.08 No Assignment or Conveyance.

Redeveloper shall not convey, assign or transfer the Premises, the Project or any interest therein prior to the termination of the 15 year period commencing on the effective date specified in Section 3.01 hereof, without the prior written consent of the Authority, which shall not be unreasonably withheld and which the Authority may make subject to any terms or conditions it deems appropriate, except for the following conveyances, which shall be permitted without consent of Authority:

(a) any conveyance as security for indebtedness (i) previously incurred by Redeveloper or incurred by Redeveloper after the effective date for Project Costs or any subsequent physical improvements to the premises with the outstanding principal amount of all such indebtedness (whether incurred prior to or after the effective date of this Agreement) secured by the Premises (ii) any additional or subsequent conveyance as security for indebtedness incurred by Redeveloper for Project Costs or any subsequent physical improvements to the premises provided that any such conveyance shall be subject to the obligations of the Redeveloper pursuant to this Redevelopment Contract;

(b) if Redeveloper is an individual, any conveyance to Redeveloper's spouse, or to Redeveloper's spouse or issue pursuant to bequest or the laws of intestacy upon the death of Redeveloper;

(c) any conveyance to a limited partnership or limited liability company so long as Redeveloper is general partner or manager of the entity.

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

Redeveloper shall pay all Project Costs, and prior to commencing Redeveloper shall provide Authority with evidence satisfactory to the Authority that private funds have been

committed to the Redevelopment Project in amounts sufficient to complete the Redevelopment Project.

Section 5.02 Encumbrances.

Redeveloper shall not create any lien, encumbrance or mortgage on the Project or the Premises except encumbrances which secure indebtedness incurred to acquire, construct and equip the Project or for any other physical improvements to the Premises.

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of Authority and Redeveloper.

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

Section 6.02 Additional Remedies of Authority.

In the event that:

(a) The Redeveloper, or successor in interest, shall fail to complete the construction of the Project on or before September 1, 2007 or shall abandon construction work for any period of 90 days;

(b) The Redeveloper, or successor in interest, shall fail to pay real estate taxes or assessments on the Premises or any part thereof when due, and such taxes or assessments shall not have been paid, or provisions satisfactory to the Authority made for such payment within 30 days following written notice from Authority; or

(c) There is, in violation of Section 4.08 of this Redevelopment Contract, transfer of the Premises or any part thereof, and such failure or action by the Redeveloper has not

been cured within 30 days following written notice from Authority, then the Redeveloper shall be in default of this Redevelopment Contract.

In the event of such failure to perform, breach or default occurs and is not cured in the period herein provided, the parties agree that the damages caused to the Authority would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the unpaid TIF payment remaining pursuant to Section 3.03 of this Redevelopment Contract plus interest as provided herein (the "Liquidated Damages Amount"). The Liquidated Damages Amount shall be paid by Redeveloper to Authority within 30 days of demand from Authority.

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

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

Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

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

Section 6.04 Enforced Delay Beyond Party's Control.

For the purposes of any of the provisions of this Redevelopment Contract, neither the Authority nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the conveyance or preparation of the Premises for redevelopment, or the beginning and completion of the construction of the Project, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and

unusually severe weather or delays in subcontractors due to such causes; it being the purpose and intent of this provision that in the event of this occurrence of any such enforced delay, the time or times for performance of the obligations of the Authority or of the Redeveloper with respect to construction of the Project, as the case may be, shall be extended for the period of the enforced delay: Provided, that the party seeking the benefit of the provisions of this section shall, within thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and requested an extension for the period of the enforced delay.

Section 6.05 Limitation of Liability; Indemnification.

Notwithstanding anything in this Article VI or this Redevelopment Contract to the contrary, neither Authority, City, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. The obligation of the Authority shall be limited solely to the TIF Revenues pledged as security for the Redeveloper's financing. Specifically, but without limitation, neither City nor Authority shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. The Redeveloper releases the Authority and the City from, agrees that the Authority and the City shall not be liable for, and agrees to indemnify and hold the Authority and the City harmless from any liability for any loss or damage to property or any injury to or death of any persons that may be occasioned by any cause whatsoever pertaining to the Project.

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

ARTICLE VII
MISCELLANEOUS

Section 7.01 Notice Recording.

A notice memorandum of this Redevelopment Contract shall be recorded with the Register of Deeds of Hall County, Nebraska.

Section 7.02 Governing Law.

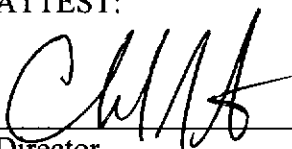
This Redevelopment Contract shall be governed by the laws of the State of Nebraska, including but not limited to the Act.

Section 7.03 Binding Effect; Amendment.

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

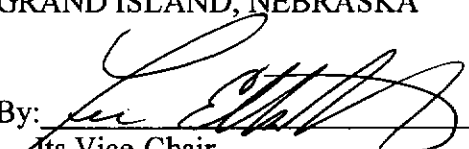
IN WITNESS WHEREOF, Authority and Redeveloper have signed this Redevelopment Contract as of the date and year first above written.

ATTEST:



Director

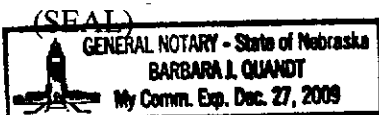
COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
GRAND ISLAND, NEBRASKA

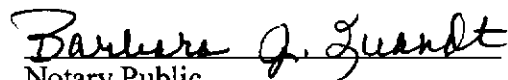
By: 

Its Vice-Chair

STATE OF NEBRASKA)
)ss.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this 15th day of November, 2006, by Lee Elliot and Chad Nabity, Vice Chair and Director, respectively, of the Community Redevelopment Authority of the City of Grand Island, Nebraska, on behalf of the Authority.





Notary Public

SOUTHEAST CROSSINGS, L.L.C.

By _____
Raymond J. O'Connor, Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this _____ day of _____, 2006 by Southeast Crossings L.L.C., Raymond J. O'Connor, Manager.

(SEAL)

Notary Public

EXHIBIT A

DESCRIPTION OF PREMISES

Lots Five (5), Six (6), Seven (7) and Eight (8), Block Sixteen (16), South Grand Island, an Addition to the City of Grand Island, Hall County, Nebraska.

EXHIBIT B

DESCRIPTION OF PROJECT

Incorporating the existing 1500 square feet structure into the construction of an approximately 7,780 square feet one story metal building structure with a standing seam roof. Split faced block and brick will wrap the building. Store front aluminum windows and doors on the west side of the building structure. Parking lot will be concrete. Green space and landscaping will be maintained with an underground irrigation system.

EXHIBIT C
(Estimated)

1.	<u>Acquisition Costs:</u>	
	A. Land	\$375,000.00
	B. Building - Included in Land Cost	N/A
2.	<u>Construction Costs:</u>	
	A. Renovation or Building Costs:	\$402,453.00
	B. On-Site Improvements:	N/A
	C. Off-Site Improvements:	\$25,000.00
3.	<u>Soft Costs:</u>	
	A. Architectural & Engineering Fees:	\$2,500.00
	B. Financing Fees:	\$4,000.00
	C. Legal/Developer/Audit Fees:	\$2,500.00
	D. Contingency Reserves:	N/A
	E. Other (Please Specify)	\$
	TOTAL	\$811,453.00

MEMORANDUM OF REDEVELOPMENT CONTRACT

NOTICE

On November 15, 2006, The Community Redevelopment Authority of the City of Grand Island, Nebraska, and Southeast Crossings, L.L.C., entered into a Redevelopment Contract regarding the real estate described at:

Lots Five (5), Six (6), Seven (7) and Eight (8), Block Sixteen (16), South Grand Island, an Addition to the City of Grand Island, Hall County, Nebraska.

The Redevelopment Contract sets forth terms and conditions between these parties and the use of the property described herein.

Dated this November 15, 2006

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF GRAND
ISLAND, NEBRASKA

By: 

Vice-Chairman

ATTEST:


Director

ALLOCATION AGREEMENT AND NOTICE OF PLEDGE OF TAXES

TO: County Assessor of Hall County, Nebraska
and County Treasurer of Hall County, Nebraska

The City of Grand Island, Nebraska and the Community Redevelopment Authority of the City of Grand Island, Nebraska, hereby agree and give notice as follows:

Pursuant to the provisions of Neb. Rev. Stat. § 18-2147 and § 18-2150, notice is hereby given that the Redevelopment Plan adopted by the Community Redevelopment Authority of the City of Grand Island, Nebraska, as amended on November 15, 2006, contained a provision that ad valorem tax levied upon real property described below be divided for a period of 15 years from the effective date of the provision as provided in Section 18-2147:

Lots Five (5), Six (6), Seven (7) and Eight (8), Block Sixteen (16), South Grand Island, an Addition to the City of Grand Island, Hall County, Nebraska.

Notice is hereby given of the pledge of such taxes to the payment of indebtedness incurred by the Redeveloper pursuant to the Authority's Resolution dated November 15, 2006. Pursuant to Section 18-2147, ad valorem taxes levied on such real property in excess of taxes levied on the Redevelopment Project valuation shall be paid into a special fund of the Authority created pursuant to such Resolution. The effective date of this provision shall be December 1, 2006.

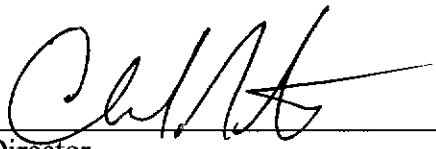
DATED: _____, 2006

CITY OF GRAND ISLAND, NEBRASKA

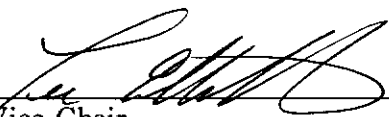
City Clerk

By: _____
Mayor

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF GRAND
ISLAND, NEBRASKA



Director

By: 

Vice-Chair

CERTIFICATE OF COUNTY TREASURER AND COUNTY ASSESSOR

The undersigned County Treasurer and County Assessor of the County of Hall, Nebraska hereby acknowledge receipt of an Allocation Agreement and Notice of Pledge of Taxes by the Community Redevelopment Authority of the City of Grand Island, Nebraska, for its obligation related to a Redevelopment Project on the following described property, which is within an area declared blighted and substandard by the City of Grand Island, Nebraska:

Lots Five (5), Six (6), Seven (7) and Eight (8), Block Sixteen (16), South Grand Island, an Addition to the City of Grand Island, Hall County, Nebraska.

Dated: _____, 2006

County Treasurer

I hereby certify pursuant to Neb. Rev. Stat. § 18-2148 that the Redevelopment Project Valuation on such property is _____ (January 1, 2006 assessed value).

Dated: _____, 2006

County Assessor



City of Grand Island

Tuesday, November 28, 2006

Council Session

Item E3

**Public Hearing Concerning Acquisition of Utility Easement - 3203
Frontage Road (Webb Rd. & Hwy. 30) - GI Commercial Ventures,
LLC**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director
Meeting: November 28, 2006
Subject: Acquisition of Utility Easement – Grand Island
Commercial Ventures, LLC – 3203 Frontage Road (Webb
& Hwy. 30)
Item #'s: E-3 & G-12
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 an easement relative to the property of Grand Island Commercial Ventures, LLC, located at 3203 Frontage Road (Webb Road & Hwy. 30), in the City Of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used to place a three-phase pad-mounted transformer to provide electrical service to a new commercial building.

Alternatives

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

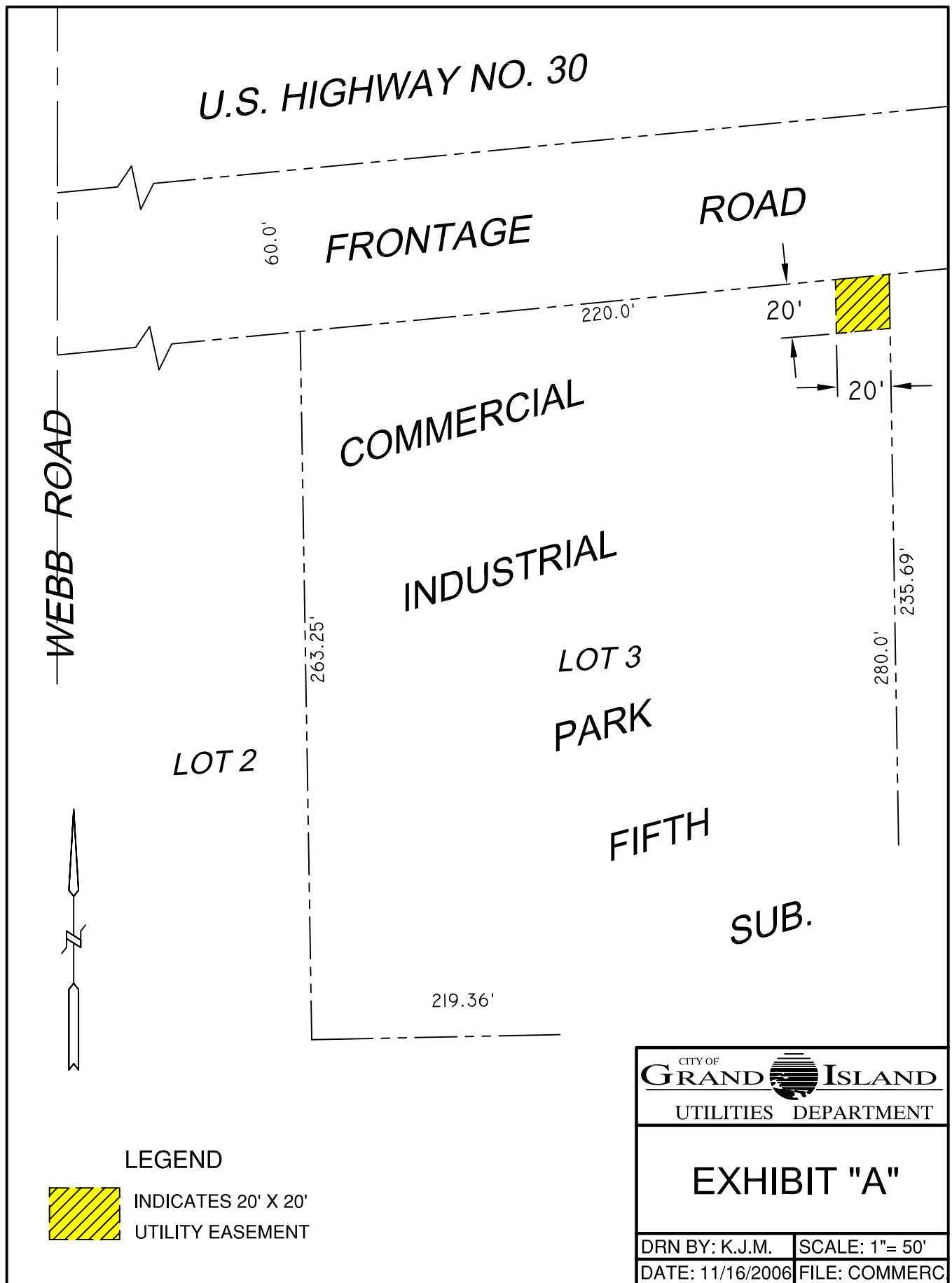
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Motion to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, November 28, 2006

Council Session

Item E4

**Public Hearing Concerning Acquisition of Utility Easement - 1312
Sky Park Road - Central Nebraska Humane Society**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director
Meeting: November 28, 2006
Subject: Acquisition of Utility Easement – 1312 Sky Park Road – Central Nebraska Humane Society
Item #'s: E-4 & G-13
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 an easement relative to the property of the Central Nebraska Humane Society, Inc., located on the south side of the new Humane Society building at 1312 Sky Park Road, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used to place underground conduit, cable, and a pad-mounted transformer to provide electrical service to the new Humane Society building.

Alternatives

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

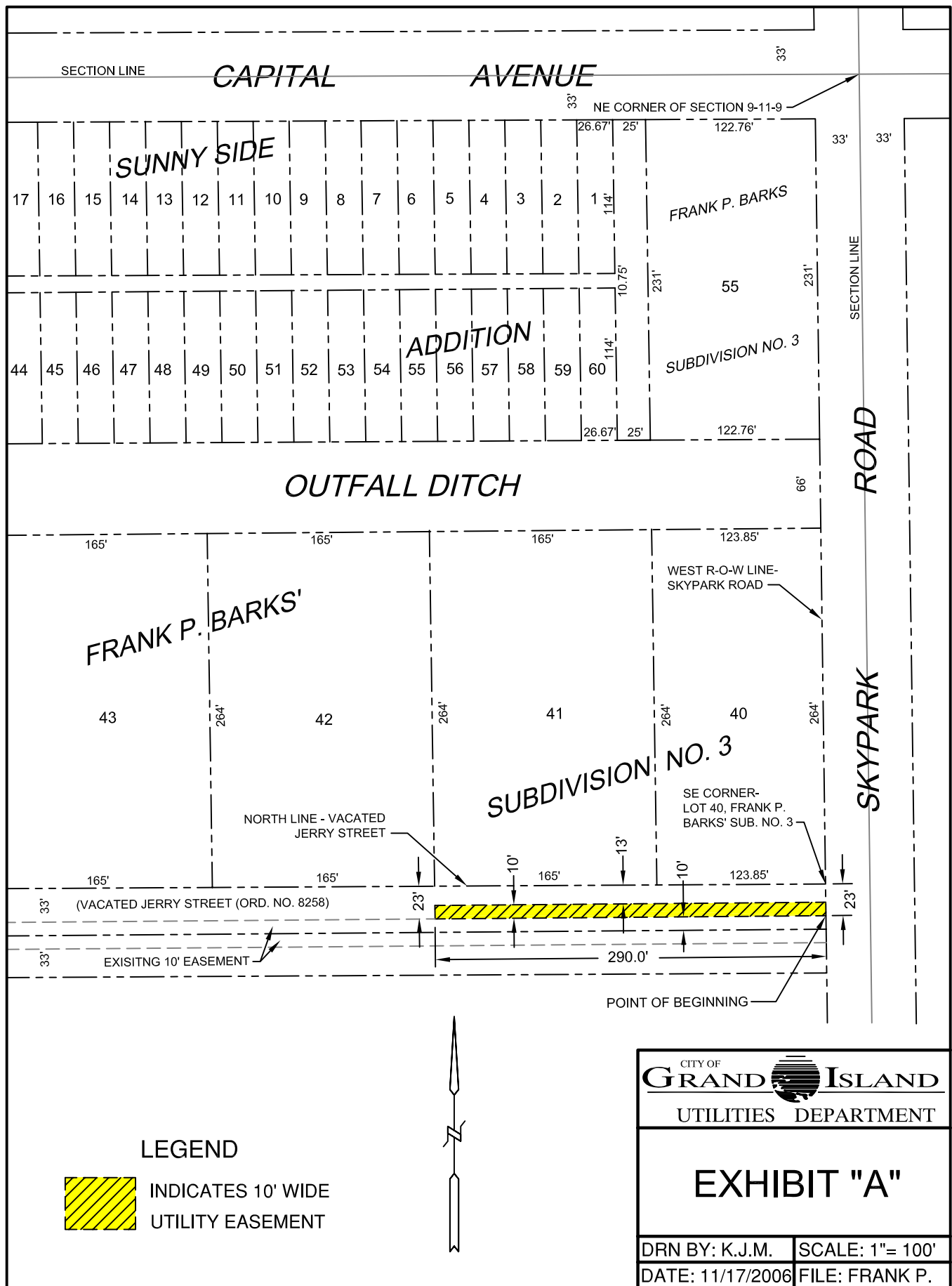
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Motion to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, November 28, 2006

Council Session

Item F1

**#9083 - Consideration of Creation of Water Main District 453T -
Grand Island Army Aviation Support Facility**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Gary R. Mader, Utilities Director

Meeting: November 28, 2006

Subject: Water Main District 453T – Grand Island Army
Aviation Support Facility

Item #'s: F-1

Presenter(s): Gary R. Mader, Utilities Director

Background

As a part of competing for the Army Aviation Support Facility to be located at the Central Nebraska Regional Airport, the City agreed to extend a water system trunk line to the boundary of the Facility. The Army would connect to that trunk line extension for water supply for the distribution system within the Army Facility. Proposed Water Main District 453T would provide for the trunk line extension. See the attached district plat for reference.

Discussion

The planned 12" diameter main would extend the water system to serve the Guard's Base, located on the east side of the Airport. The water line construction would commence on Sky Park Road and extend northeasterly along the southerly access road as shown on the Airport's Master Plan. This proposed routing could provide service to commercial air businesses if they develop in the future. The route parallels a runway that is no longer in service. However, the property along the proposed water line has the potential of being developed for commercial use in the future.

The construction for Water Main District 453T would be done as a Connection District. This is the City's standard method for installing large diameter "trunk" lines through undeveloped areas to reach developing areas. This method allows the City to be reimbursed for project costs if/when the area develops and properties receive City water service.

Alternatives

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

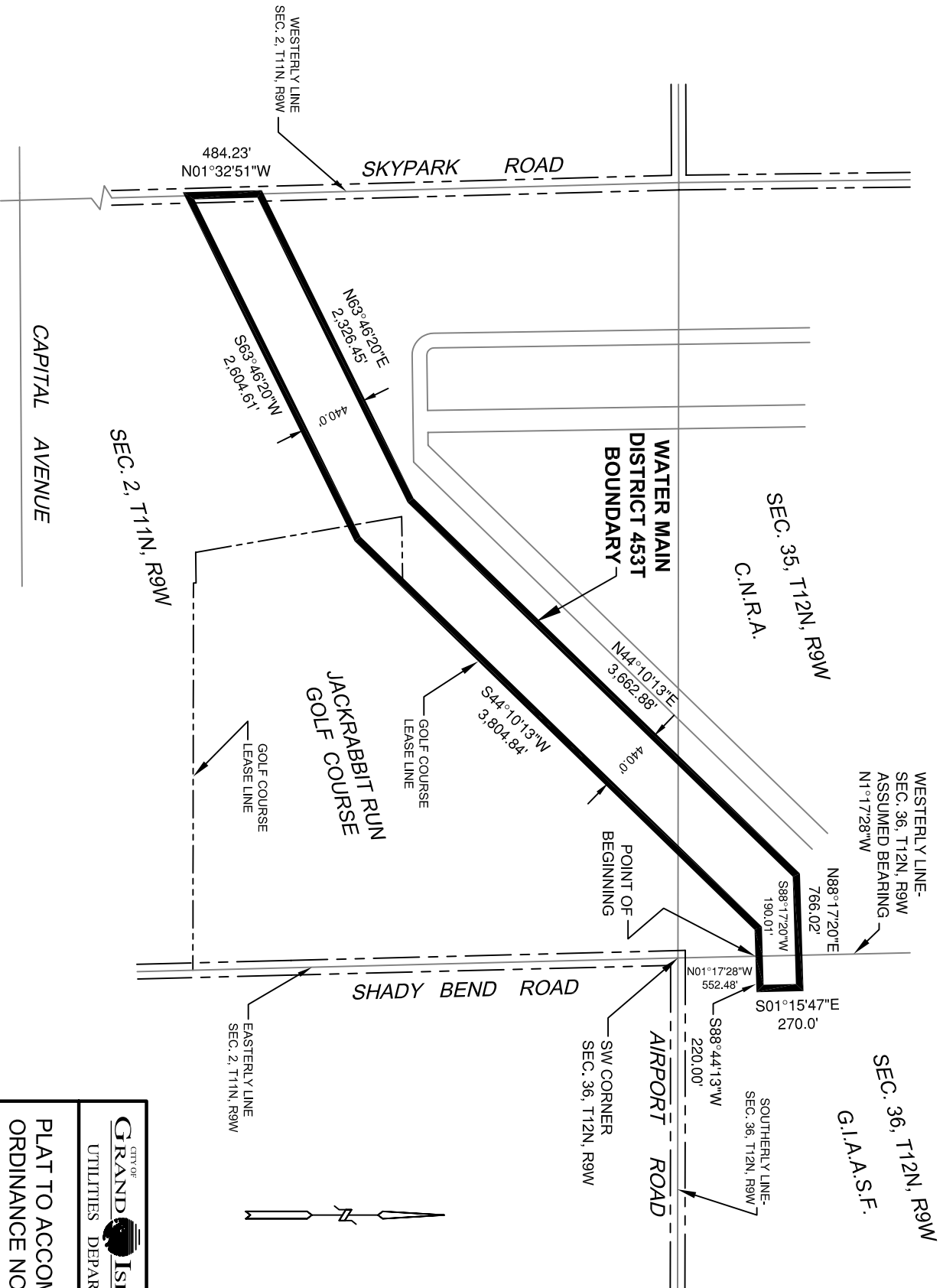
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve Ordinance #9083 creating Water Main District 453T.

Sample Motion

Motion to approve Ordinance #9083 creating Water Main District 453T along the south side of the Central Nebraska Regional Airport, to provide trunk line extension to the Grand Island Army Aviation Support Facility development.



CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

**PLAT TO ACCOMPANY
ORDINANCE NO. 9083**

DRN BY: K.J.M. SCALE: 1" = 1000'
DATE: 10/24/2006 FILE: WMD 453T

WATER MAIN DISTRICT 453T BOUNDARY DESCRIPTION - ORDINANCE NO. 9083

REVISED 10-24-2006

12" water main

Commencing at the southwest corner of Section Thirty Six (36), Township Twelve (12) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska; thence $N1^{\circ}17'28''W$ along the westerly line of said Section Thirty Six (36), a distance of five hundred fifty two and forty eight hundredths (552.48') feet to the actual Point Of Beginning; thence $S88^{\circ}17'20''W$, a distance of one hundred ninety and one hundredth (190.01) feet; thence $S44^{\circ}10'13''W$, a distance of three thousand eight hundred four and eighty four hundredths (3,804.84) feet, thence $S63^{\circ}46'20''W$, a distance of two thousand six hundred four and sixty one hundredths (2,604.61) feet to a point on the westerly line of Section Two (2), Township Eleven (11) North, Range Nine (9) West; thence $N1^{\circ}32'51''W$ along the westerly line of said Section Two (2), a distance of four hundred eighty four and twenty three (484.23) feet; thence $N63^{\circ}46'20''E$, a distance of two thousand three hundred twenty six and forty five (2,326.45) feet; thence $N44^{\circ}10'13''E$, a distance of three thousand six hundred sixty two and eighty eight hundredths (3,662.88) feet; thence $N88^{\circ}17'20''E$, a distance of seven hundred sixty six and two hundredths (766.02) feet; thence $S1^{\circ}15'47''E$, a distance of two hundred seventy (270.0) feet; thence $S88^{\circ}44'13''W$ parallel with the southerly line of said Section Thirty Six (36), a distance of two hundred twenty (220.0) feet to the said Point of Beginning.

? This Space Reserved for Register of Deeds ?

ORDINANCE NO. 9083

An ordinance creating Water Main District No. 453T in the City of Grand Island, Hall County, Nebraska; defining the boundaries of the district; providing for the laying of water mains in said district; approving plans and specifications and securing bids; providing for the connection fee for connecting to such water main; providing for certification to the Register of Deeds; and providing the effective date hereof.

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

SECTION 1. Water Main District No. 453T in the City of Grand Island, Nebraska, is hereby created for the laying of twelve (12.0) inch water mains with its appurtenances in Sky Park Road, and extend northeasterly along the southerly access road in the City of Grand Island, Hall County, Nebraska.

SECTION 2. The boundaries of such water main district shall be more particularly described as follows:

Approved as to Form ☐ _____
November 22, 2006 ☐ City Attorney

ORDINANCE NO. 9083 (Cont.)

Commencing at the southwest corner of Section Thirty Six (36), Township Twelve (12) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska; thence N1°17'28"W along the westerly line of said Section Thirty Six (36), a distance of five hundred fifty two and forty eight hundredths (552.48') feet to the actual Point of Beginning; thence S88°17'20"W, a distance of one hundred ninety and one hundredth (190.01) feet; thence S44°10'13"W, a distance of three thousand eight hundred four and eighty four hundredths (3,804.84) feet; thence S63°46'20"W, a distance of two thousand six hundred four and sixty one hundredths (2,604.61) feet to a point on the westerly line of Section Two (2), Township Eleven (11) North, Range Nine (9) West; thence N1°32'51"W along the westerly line of said Section Two (2), a distance of four hundred eighty four and twenty three hundredths (484.23) feet; thence N63°46'20"E, a distance of two thousand three hundred twenty six and forty five hundredths (2,326.45) feet; thence N44°10'13"E, a distance of three thousand six hundred sixty two and eighty eight hundredths (3,662.88) feet; thence N88°17'20"E, a distance of seven hundred sixty six and two hundredths (766.02) feet; thence S1°15'47"E, a distance of two hundred seventy (270.0) feet; thence S88°44'13"W parallel with the southerly line of said Section Thirty Six (36), a distance of two hundred twenty (220.0) feet to the said Point of Beginning.

SECTION 3. Said improvement shall be made in accordance with plans and specifications approved by the Engineer for the City, who shall estimate the cost thereof. Bids for the construction of said water main shall be taken and contracts entered into in the manner provided by law.

SECTION 4. The cost of construction of such water main connection district shall be reported to the City Council, and the Council, sitting as a Board of Equalization, shall determine benefits to abutting property by reason of such improvement pursuant to Section 16-6,103, R.R.S. 1943. The special benefits shall not be levied as special assessments but shall be certified by resolution of the City Council to the Hall County Register of Deeds. A connection fee in the amount of the special benefit accruing to each property in the district shall be paid to the City of Grand Island at such time as such property becomes connected to the water main in such district. No property thus benefited by water main improvements shall be connected to the water main until the connection fee is paid.

ORDINANCE NO. 9083 (Cont.)

SECTION 5. This ordinance shall be in force and take effect from and after its passage, approval, and publication, without the plat, within fifteen days in one issue of the Grand Island Independent.

SECTION 6. This ordinance, with the plat, is hereby directed to be filed in the office of the Register of Deeds of Hall County, Nebraska.

SECTION 7. After passage, approval and publication of this ordinance, notice of the creation of said district shall be published in the Grand Island Independent, without the plat, as provided by law.

Enacted November 28, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 28, 2006

Council Session

Item F2

**#9086 - Consideration of Creation of Water Main District 455 -
Parkview Area**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Gary R. Mader, Utilities Director

Meeting: November 28, 2006

Subject: Consideration of Creation of Water Main District 455 –
Park-View Subdivision

Item #'s: F-2

Presenter(s): Gary R. Mader, Utilities Director

Background

Ground water polluted by industrial solvents continues to spread eastward across the southern portion of the City. The leading edge is now south of Grand Avenue and west of August Street, crossing the Park-View Subdivision.

Water Main District 454 was created earlier in response to requests from residents in the Parkview area of the City. That District was designed to provide extension of the municipal water system throughout the subdivision. District 454 was ultimately protested by a substantial majority of the property owners in the area and was discontinued by Council in accordance with state law. The City has now received a new request for creation of a modified district, one serving a reduced area. A plat of the revised district is attached for reference.

Discussion

Ordinance 9086 provides for the creation of Water Main District 455. The proposed project would install 8" diameter water mains to serve the 42 lots within the District's boundary. The work is planned as an assessment district. This is the Department's standard method for installing water lines at the request of area property owners in developed areas. The district, if created by Council, is subject to a 30 day protest period. If protests are received from property owners representing less than 50% of the front footage in the District, the District may be continued for construction. With the assessment district process, the Water Department will finance the payment of the assessments. The assessment costs of the District may be financed over a five year period, at 7% interest on the unpaid balance.

Attached are copies of the District plat, legal description, and a list of property owners within the District boundary.

Alternatives

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

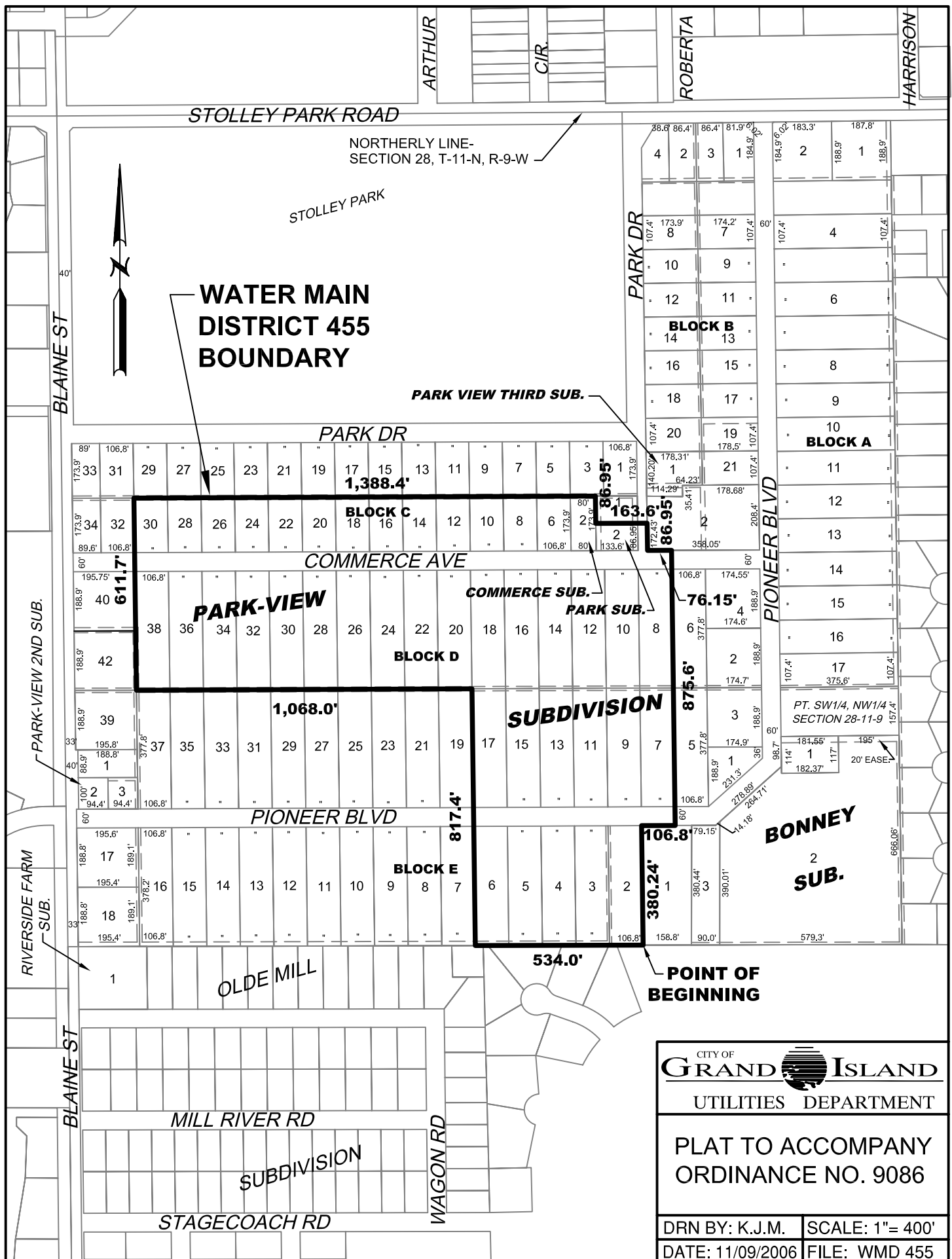
1. Move to approve the creation of Water Main District 455
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council create Water Main District 455.

Sample Motion

Motion to approve Ordinance 9086 creating Water Main District 455.



WATER MAIN DISTRICT 455 BOUNDARY

ORDINANCE NO. 9086

8" water main in part of Commerce Ave and part of Pioneer Blvd.

Beginning at the southeast corner of Lot Two (2) Block "E" Parkview Subdivision; thence westerly along the southerly line of Lot Two (2), Lot Three (3), Lot Four (4), Lot Five (5), and Lot Six (6), all of Block "E" said Parkview Subdivision, a distance of five hundred thirty four (534.0) feet, to the southwest corner of said Lot Six (6) Block "E"; thence northerly along the westerly line of said Lot Six (6) Block "E" and Lot Seventeen (17) Block "D" said Parkview Subdivision and their extension through Pioneer Boulevard, a distance of eight hundred seventeen and four tenths (817.4) feet, to the northwest corner of said Lot Seventeen (17) Block "D"; thence westerly along the southerly line of Lot Twenty (20), Lot Twenty Two (22), Lot Twenty Four (24), Lot Twenty Six (26), Lot Twenty Eight (28), Lot Thirty (30), Lot Thirty two (32), Lot Thirty Four (34), Lot Thirty Six (36), and Lot Thirty Eight (38) all of Block "D" said Parkview Subdivision, a distance of one thousand sixty eight (1,068.0) feet, to the southwest corner of said Lot Thirty Eight (38) Block "D"; thence northerly along the westerly line of said Lot Thirty Eight (38) Block "D" and Lot Thirty (30) Block "C" said Parkview Subdivision and their extension through Commerce Avenue, a distance of six hundred eleven and seven tenths (611.7) feet, to the northwest corner of said Lot Thirty (30) Block "C"; thence easterly along the northerly line of Lot Thirty (30), Lot Twenty Eight (28), Lot Twenty Six (26), Lot Twenty Four (24), Lot Twenty Two (22), Lot Twenty (20), Lot Eighteen (18), Lot Sixteen (16), Lot Fourteen (14), Lot Twelve (12), Lot Ten (10), Lot Eight (8), and Lot Six (6) all of Block "C" said Parkview Subdivision, and the northerly line of Lot Two (2) Commerce Subdivision, a distance of one thousand three hundred eighty eight and four tenths (1,388.4) feet, to the northeast corner of said Lot Two (2) Commerce Subdivision; thence southerly along the easterly line of said Lot Two (2) Commerce Subdivision, a distance of eighty nine and ninety five hundredths (89.95) feet to the northwest corner of Lot Two (2) Park Subdivision; thence easterly along the northerly line of said Lot Two (2) Park Subdivision and its extension through Park Drive,

a distance of one hundred sixty three and six tenths (163.6) feet, to a point on the easterly right-of-way line of said Park Drive; thence southerly along the easterly right-of-way line of said Park Drive, a distance of eighty six and ninety five hundredths (86.95) feet to a point on the northerly right-of-way line of said Commerce Avenue; thence easterly along the northerly right-of-way line of said Commerce Avenue, a distance of seventy six and fifteen hundredths (76.15) feet; thence southerly along the easterly line of Lot Eight (8) and Lot Seven (7) both of Block "D" said Parkview Subdivision and their extension through said Commerce Avenue and said Pioneer Boulevard, a distance of eight hundred seventy five and six tenths (875.6) feet, to a point on the southerly right-of-way line of said Pioneer Boulevard; thence westerly along the southerly right-of-way line of said Pioneer Boulevard, a distance of one hundred six and eight tenths (106.8) feet, to the northeast corner of said Lot Two (2) Block "E" Parkview Subdivision; thence southerly along the easterly line of said Lot Two (2) Block "E", a distance of three hundred eighty and twenty four hundredths (380.24) feet, to the southeast corner of said Lot Two (2) Block "E" being the said Point Of Beginning.

WATER MAIN DISTRICT 455
Ordinance # 9086

Percent Against
Percent For

Ownerships: 11/9/2006

LOT	BLOCK	SUBDIVISION	ADDRESS	FRONT FOOTAGE	SQUARE FOOTAGE	FOR	AGAINST
30	C	PARK-VIEW SUB	2522 COMMERCE AVE	Current Owner: HEUPEL / EUGENE L & JACQUALYNE H & W Address: 2522 COMMERCE AVE City, State: GRAND ISLAND NE Zipcode: 68801-0000	106.80	18,572.52	
38	D	PARK-VIEW SUB	2521 COMMERCE AVE	Current Owner: NELSON / MICHAEL S & JODY L H & W Address: 2521 COMMERCE AVE City, State: GRAND ISLAND NE Zipcode: 68801-0000	106.80	40,349.04	
28	C	PARK-VIEW SUB	2520 COMMERCE AVE	Current Owner: TJADEN / JERROLD L & LINDA S H & W Address: 2520 COMMERCE AVE City, State: GRAND ISLAND NE Zipcode: 68801-0000	106.80	18,572.52	
36	D	PARK-VIEW SUB	2519 COMMERCE AVE	Current Owner: LAWREY / WILLIAM E & SANDRA L H & W	106.80	40,349.04	
26	C	PARK-VIEW SUB	2518 COMMERCE AVE	Address: 2519 COMMERCE AVE City, State: GRAND ISLAND NE Zipcode: 68801-7324	106.80	18,572.52	
34	D	PARK-VIEW SUB	2517 COMMERCE AVE	Current Owner: PAPE / ROGER C A SINGLE PERSON Address: 1095 CALLE DEL ORO City, State: BASQUE FARMS NM Zipcode: 87068-	106.80	40,349.04	
22	C	PARK-VIEW SUB	2516 COMMERCE AVE	Current Owner: DOWD / PATRICK F & SUZANNE M H & W	106.80	18,572.52	
24	C	PARK-VIEW SUB		Address: 2516 COMMERCE AVE City, State: GRAND ISLAND NE Zipcode: 68801-0000	106.80	18,572.52	
32	D	PARK-VIEW SUB	2515 COMMERCE AVE	Current Owner: BEASON / ROCKE D & MARLENE M H & W Address: 2515 COMMERCE AVE City, State: GRAND ISLAND NE Zipcode: 68801-0000	106.80	40,349.04	
30	D	PARK-VIEW SUB	2513 COMMERCE AVE	Current Owner: MLECZKO / KRIS L A SINGLE PERSON Address: 2513 COMMERCE AVE City, State: GRAND ISLAND NE Zipcode: 68801-0000	106.80	40,349.04	
20	C	PARK-VIEW SUB	2512 COMMERCE AVE	Current Owner: GUERRERO / ROBERT P & JOANIE C H & W Address: 2512 COMMERCE AVE City, State: GRAND ISLAND NE Zipcode: 68803-0000	106.80	18,572.52	
28	D	PARK-VIEW SUB	2511 COMMERCE AVE	Current Owner: WOBIG / AARON L A SINGLE PERSON Address: 2511 COMMERCE AVE City, State: GRAND ISLAND NE Zipcode: 68801-	106.80	40,349.04	
18 EXCEPT EAST 12'	C	PARK-VIEW SUB	2510 COMMERCE AVE	Current Owner: BROWN / THOMAS J & LORINDA LOU (KRANCE) H & W Address: 2510 COMMERCE AVE City, State: GRAND ISLAND NE Zipcode: 68801-0000	94.80	16,485.72	
26	D	PARK-VIEW SUB	2509 COMMERCE AVE	Current Owner: TOLLE / WILLIAM & SHERRI H & W Address: 2509 COMMERCE AVE City, State: GRAND ISLAND NE Zipcode: 68801-0000	106.80	18,572.52	
16 18 EAST 12'	C	PARK-VIEW SUB	2508 COMMERCE AVE	Current Owner: RUHE / WALDO E & DOROTHY E H & W	106.80 12.00	20,659.32	
	C	PARK-VIEW SUB		Address: 2508 COMMERCE AVE City, State: GRAND ISLAND NE Zipcode: 68801-0000			
14	C	PARK-VIEW SUB	2506 COMMERCE AVE	Current Owner: HOFFMAN / CHARLES H & CHRISTINE M H & W Address: 2115 PARK DR City, State: GRAND ISLAND NE Zipcode: 68801-0000	106.80	18,572.52	
24	D	PARK-VIEW SUB	2507 COMMERCE AVE	Current Owner: FAIRCHILD / GERALDINE LEE W & H Address: 2507 COMMERCE AVE City, State: GRAND ISLAND NE Zipcode: 68801-	106.80	40,349.04	
22	D	PARK-VIEW SUB	2505 COMMERCE AVE	Current Owner: VON HOUSEN / JAMES E & GAYLENE A H & W Address: 2505 COMMERCE AVE City, State: GRAND ISLAND NE Zipcode: 68801-0000	106.80	40,349.04	
12	C	PARK-VIEW SUB	2504 COMMERCE AVE	Current Owner: CASTLEBERRY / CAROL M A SINGLE PERSON Address: 2504 COMMERCE AVE City, State: GRAND ISLAND NE Zipcode: 68801-	106.80	18,572.52	
20	D	PARK-VIEW SUB	2503 COMMERCE AVE	Current Owner: HENKE / FRANK W & MARLENE E H & W Address: 2503 COMMERCE AVE City, State: GRAND ISLAND NE Zipcode: 68801-	106.80	40,349.04	
18	D	PARK-VIEW SUB	2429 COMMERCE AVE	Current Owner: HENKE / BRIAN A & TRUDI R H & W Address: 2429 COMMERCE AVE City, State: GRAND ISLAND NE Zipcode: 68801-	106.80	40,349.04	

LOT	BLOCK	SUBDIVISION	ADDRESS			FRONT FOOTAGE	SQUARE FOOTAGE	FOR	AGAINST
8	C	PARK-VIEW SUB	2428	COMMERCE AVE	Current Owner:	WILLIS / RICHARD E & EURDIS L H & W	106.80	18,572.52	
10	C	PARK-VIEW SUB			Address: City, State: Zipcode:	2428 COMMERCE AVE GRAND ISLAND NE 68801-0000	106.80	18,572.52	
16	D	PARK-VIEW SUB	2427	COMMERCE AVE	Current Owner:	FITZGERALD / DENNY A A SINGLE PERSON	106.80	40,349.04	
					Address: City, State: Zipcode:	2427 COMMERCE AVE GRAND ISLAND NE 68801-0000			
6	C	PARK-VIEW SUB	2426	COMMERCE AVE	Current Owner:	RUGE / MELVIN H & ELEANOR A H & W	106.80	18,572.52	
					Address: City, State: Zipcode:	2426 COMMERCE AVE GRAND ISLAND NE 68801-0000			
14	D	PARK-VIEW SUB	2425	COMMERCE AVE	Current Owner:	PIRNIE / PATRICIA A & KEITH H H & W	106.80	40,349.04	
					Address: City, State: Zipcode:	2425 COMMERCE AVE GRAND ISLAND NE 68801-0000			
2		COMMERCE SUB	2424	COMMERCE AVE	Current Owner:	SCHWEITZER / RON & ELAINE H & W	80.00	13,912.00	
					Address: City, State: Zipcode:	2424 COMMERCE AVE GRAND ISLAND NE 68801-			
12	D	PARK-VIEW SUB	2423	COMMERCE AVE	Current Owner:	GUZINSKI / EDWARD D JR & PHYLLIS A H & W	106.80	40,349.04	
					Address: City, State: Zipcode:	1323 W JOHN GRAND ISLAND NE 68801-0000			
10	D	PARK-VIEW SUB	2421	COMMERCE AVE	Current Owner:	DEYERMAND / DALE J & ROSALIE H & W	106.80	40,349.04	
					Address: City, State: Zipcode:	2421 COMMERCE AVE GRAND ISLAND NE 68801-0000			
2		PARK SUBDIVISION	2420	COMMERCE AVE	Current Owner:	SCHRITT / WILLIAM FRED & ELLEN L H & W	220.55	11,616.52	
					Address: City, State: Zipcode:	2316 PARK DR GRAND ISLAND NE 68801-0000			
8	D	PARK-VIEW SUB	2419	COMMERCE AVE	Current Owner:	BISHOP / ANDREW A & KRISTEN L H & W	106.80	40,349.04	
					Address: City, State: Zipcode:	2419 COMMERCE AVE GRAND ISLAND NE 68801-			
17	D	PARK-VIEW SUB	2430	PIONEER BLVD	Current Owner:	KOZISEK / ERNEST L A SINGLE PERSON	106.80	40,349.04	
					Address: City, State: Zipcode:	2430 PIONEER BLVD GRAND ISLAND NE 68801-			
6	E	PARK-VIEW SUB	2429	PIONEER BLVD	Current Owner:	CHRISTENSEN / CLIFFORD W & KATHERINE H & W	106.80	40,546.63	
					Address: City, State: Zipcode:	2429 PIONEER BLVD GRAND ISLAND NE 68801-0000			
15	D	PARK-VIEW SUB	2428	PIONEER BLVD	Current Owner:	THELEN / PATRICK L & MARLENE A H & W	106.80	40,349.04	
					Address: City, State: Zipcode:	6313 W 145TH ST OVERLAND PARK KS 66223-			
5	E	PARK-VIEW SUB	2427	PIONEER BLVD	Current Owner:	KOHLHOF / MICHELLE M A SINGLE PERSON	106.80	40,560.71	
					Address: City, State: Zipcode:	2427 PIONEER BLVD GRAND ISLAND NE 68801-0000			
13	D	PARK-VIEW SUB	2426	PIONEER BLVD	Current Owner:	LOCKARD / RICKEY L & MICHELLE L H & W	106.80	40,349.04	
					Address: City, State: Zipcode:	2426 PIONEER BLVD GRAND ISLAND NE 68801-0000			
4	E	PARK-VIEW SUB	2425	PIONEER BLVD	Current Owner:	SCHUETT / GARY L & DE VONNE R H & W	106.80	40,574.80	
					Address: City, State: Zipcode:	2425 PIONEER BLVD GRAND ISLAND NE 68801-0000			
11 WEST 96.8'	D	PARK-VIEW SUB	2424	PIONEER BLVD	Current Owner:	CATES / MAX & SANDRA H & W	96.80	36,571.04	
					Address: City, State: Zipcode:	2424 PIONEER BLVD GRAND ISLAND NE 68801-0000			
3	E	PARK-VIEW SUB	2423	PIONEER BLVD	Current Owner:	NORMAN / WARREN & DEBORAH H & W	106.80	40,588.88	
					Address: City, State: Zipcode:	2423 PIONEER BLVD GRAND ISLAND NE 68801-0000			
9 EAST 10'	D	PARK-VIEW SUB	2422	PIONEER BLVD	Current Owner:	BOLIN / ANDREW W & FLORA E TRUSTEES	106.80	44,127.04	
	D	PARK-VIEW SUB			Address: City, State: Zipcode:	2422 PIONEER BLVD GRAND ISLAND NE 68801-0000	10.00		
2	E	PARK-VIEW SUB	2421	PIONEER BLVD	Current Owner:	KRINGS / STEVEN D & ASHLEY M H & W	106.80	40,602.96	
					Address: City, State: Zipcode:	2421 PIONEER BLVD GRAND ISLAND NE 68801-			
7	D	PARK-VIEW SUB	2420	PIONEER BLVD	Current Owner:	FREDRICK / DUANE A & DINAH H & W	106.80	40,349.04	
					Address: City, State: Zipcode:	2420 PIONEER BLVD GRAND ISLAND NE 68801-0000			

? This Space Reserved for Register of Deeds ?

ORDINANCE NO. 9086

An ordinance creating Water Main District No. 455 in the City of Grand Island, Hall County, Nebraska; defining the boundaries of the district; providing for the laying of water mains in said district; approving plans and specifications and securing bids; assessing the cost of such improvements; providing for certification to the Register of Deeds; and providing the effective date hereof.

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

SECTION 1. Water Main District No. 455 in the City of Grand Island, Nebraska, is hereby created for the laying of eight (8.0) inch diameter water mains with its appurtenances along Commerce Avenue and Pioneer Boulevard in Park-View Subdivision, Commerce Subdivision and Park Subdivision in the City of Grand Island, Hall County, Nebraska.

SECTION 2. The boundaries of such water main district shall be more particularly described as follows:

Beginning at the southeast corner of Lot Two (2) Block "E" Park-View Subdivision; thence westerly along the southerly line of Lot Two (2), Lot Three

Approved as to Form	☐ _____
November 21, 2006	☐ City Attorney

ORDINANCE NO. 9086 (Cont.)

(3), Lot Four (4), Lot Five (5), and Lot Six (6), all of Block "E" said Park-View Subdivision, a distance of five hundred thirty four (534.0) feet, to the southwest corner of said Lot Six (6) Block "E"; thence northerly along the westerly line of said Lot Six (6) Block "E" and Lot Seventeen (17) Block "D" said Park-View Subdivision and their extension through Pioneer Boulevard, a distance of eight hundred seventeen and four tenths (817.4) feet, to the northwest corner of said Lot Seventeen (17) Block "D"; thence westerly along the southerly line of Lot Twenty (20), Lot Twenty Two (22), Lot Twenty Four (24), Lot Twenty Six (26), Lot Twenty Eight (28), Lot Thirty (30), Lot Thirty two (32), Lot Thirty Four (34), Lot Thirty Six (36), and Lot Thirty Eight (38) all of Block "D" said Park-View Subdivision, a distance of one thousand sixty eight (1,068.0) feet, to the southwest corner of said Lot Thirty Eight (38) Block "D"; thence northerly along the westerly line of said Lot Thirty Eight (38) Block "D" and Lot Thirty (30) Block "C" said Park-View Subdivision and their extension through Commerce Avenue, a distance of six hundred eleven and seven tenths (611.7) feet, to the northwest corner of said Lot Thirty (30) Block "C"; thence easterly along the northerly line of Lot Thirty (30), Lot Twenty Eight (28), Lot Twenty Six (26), Lot Twenty Four (24), Lot Twenty Two (22), Lot Twenty (20), Lot Eighteen (18), Lot Sixteen (16), Lot Fourteen (14), Lot Twelve (12), Lot Ten (10), Lot Eight (8), and Lot Six (6) all of Block "C" said Park-View Subdivision, and the northerly line of Lot Two (2) Commerce Subdivision, a distance of one thousand three hundred eighty eight and four tenths (1,388.4) feet, to the northeast corner of said Lot Two (2) Commerce Subdivision; thence southerly along the easterly line of said Lot Two (2) Commerce Subdivision, a distance of eighty six and ninety five hundredths (86.95) feet to the northwest corner of Lot Two (2) Park Subdivision; thence easterly along the northerly line of said Lot Two (2) Park Subdivision and its extension through Park Drive, a distance of one hundred sixty three and six tenths (163.6) feet, to a point on the easterly right-of-way line of said Park Drive; thence southerly along the easterly right-of-way line of said Park Drive, a distance of eighty six and ninety five hundredths (86.95) feet to a point on the northerly right-of-way line of said Commerce Avenue; thence easterly along the northerly right-of-way line of said Commerce Avenue, a distance of seventy six and fifteen hundredths (76.15) feet; thence southerly along the easterly line of Lot Eight (8) and Lot Seven (7) both of Block "D" said Park-View Subdivision and their extension through said Commerce Avenue and said Pioneer Boulevard, a distance of eight hundred seventy five and six tenths (875.6) feet, to a point on the southerly right-of-way line of said Pioneer Boulevard; thence westerly along the southerly right-of-way line of said Pioneer Boulevard, a distance of one hundred six and eight tenths (106.8) feet, to the northeast corner of said Lot Two (2) Block "E" Park-View Subdivision; thence southerly along the easterly line of said Lot Two (2) Block "E", a distance of three hundred eighty and twenty four hundredths (380.24) feet, to the southeast corner of said Lot Two (2) Block "E" being the said Point Of Beginning.

ORDINANCE NO. 9086 (Cont.)

SECTION 3. Said improvement shall be made in accordance with plans and specifications approved by the Engineer for the City, who shall estimate the cost thereof. Bids for the construction of said water main shall be taken and contracts entered into in the manner provided by law.

SECTION 4. All improvements shall be made at public cost, but the cost thereof shall be assessed upon the lots and lands in the district specially benefited thereby as provided by law.

SECTION 5. This ordinance shall be in force and take effect from and after its passage, approval, and publication, without the plat, within fifteen days in one issue of the Grand Island Independent.

SECTION 6. This ordinance, with the plat, is hereby directed to be filed in the office of the Register of Deeds of Hall County, Nebraska.

SECTION 7. After passage, approval and publication of this ordinance, notice of the creation of said district shall be published in the Grand Island Independent, without the plat, as provided by law.

Enacted November 28, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 28, 2006

Council Session

Item F3

**#9090 - Consideration of Creating Sanitary Sewer Connection
District No. 522T; Gravity Main, Force Main, and Lift Station for
the Nebraska Army National Guard Aviation Support Facility**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: November 28, 2006

Subject: Consideration of Creating Sanitary Sewer Connection District No. 522T; Gravity Main, Force Main, and Lift Station for the Nebraska Army National Guard Aviation Support Facility

Item #'s: F-3

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

Background

Council action is needed to create a sanitary sewer connection district. If created, a notice will be mailed to all affected property owners and a 30-day protest period allowed. As part of competing for the Army Aviation Support Facility to be located at the Central Nebraska Regional Airport, the City agreed to extend sewer lines to the boundary of the property.

Discussion

The city is making arrangements to provide sanitary sewer service to the Nebraska Army National Guard Helicopter facility. The district is a connection (tap) district. No tap fees are being assessed to the helicopter facility. If a Gravity Sanitary Sewer Main is constructed to serve the development adjacent to the airport runway a tap fee will be due.

Alternatives

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

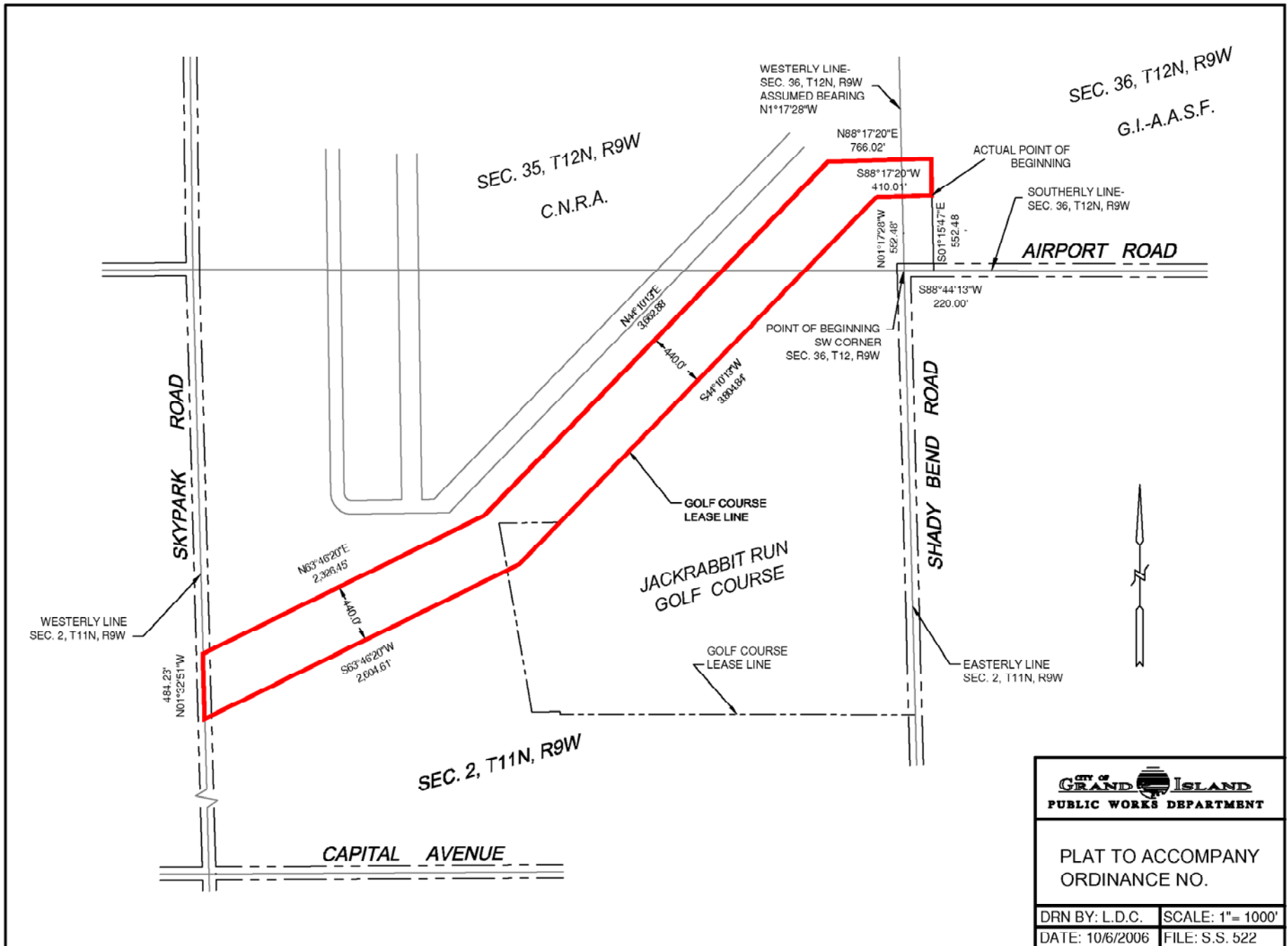
1. Move to approve the creation of Sanitary Sewer Connection District 522T.
2. Refer the issue to a Committee.
3. Postpone the issue to future date.
4. Take no action on the issue.


Recommendation

City Administration recommends that the Council create Sanitary Sewer Connection District 522T.

Sample Motion

Motion to approve the creation of Sanitary Sewer Connection District No. 522T.



 CITY OF GRAND ISLAND PUBLIC WORKS DEPARTMENT	
PLAT TO ACCOMPANY ORDINANCE NO.	
DRN BY: L.D.C.	SCALE: 1" = 1000'
DATE: 10/6/2006	FILE: S.S. 522

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9090

An ordinance creating Sanitary Sewer District No. 522T of the City of Grand Island, Nebraska; defining the boundaries thereof; providing for the laying of sanitary sewer mains in said district; providing for plans and specifications and securing bids; providing for the assessment of special taxes for constructing such sewer and collection thereof; and providing 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. Sanitary Sewer District No. 522T is hereby created for the construction of an eight (8.0) inch sanitary sewer main, lift station, force main and appurtenances thereto from Sky Park Road, northeasterly in the City of Grand Island, Hall County, Nebraska.

SECTION 2. The boundaries of such sanitary sewer district shall be as follows:

Commencing at the southwest corner of Section Thirty Six (36), Township Twelve (12) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska; thence S88°44'13"E along the southerly line of said Section Thirty Six (36), Township Twelve (12) North, Range Nine (9) West, a distance of two hundred twenty feet (220'); thence N1°17'28"W, a distance of five hundred fifty two and forty-eight hundredths feet (552.48'); thence S88°17'30"W a distance of four hundred ten and one hundredths feet (410.01'); thence S44°10'13"W, a distance

ORDINANCE NO. 9090 (Cont.)

of three thousand eight hundred four and eighty four hundredths (3,804.84) feet; thence S63°46'20"W, a distance of two thousand six hundred four and sixty one hundredths (2,604.61) feet to a point on the westerly line of Section Two (2), Township Eleven (11) North, Range Nine (9) West; thence N1°32'51"W along the westerly line of said Section Two (2), a distance of four hundred eighty four and twenty three hundredths (484.23) feet; thence N63°46'20"E, a distance of two thousand three hundred twenty six and forty five hundredths (2,326.45) feet; thence N44°10'13"E, a distance of three thousand six hundred sixty two and eighty eight hundredths (3,662.88) feet; thence N88°17'20"E, a distance of seven hundred sixty six and two hundredths (766.02) feet; thence S1°15'47"E, a distance of two hundred seventy (270.0) feet; thence S88°44'13"W parallel with the southerly line of said Section Thirty Six (36), a distance of two hundred twenty (220.0) feet to the said Point of Beginning.

SECTION 3. Said improvement shall be made in accordance with plans and specifications prepared by the Engineer for the City who shall estimate the cost thereof, and submit the same to the City Council, and thereafter, bids for the construction of such sanitary sewer shall be taken and contracts entered into in the manner provided by law.

SECTION 4. All improvements shall be made at public cost, but the cost thereof shall be assessed upon the lots and lands in the district specially benefited thereby as provided by law.

SECTION 5. This ordinance shall be in force and take effect from and after its passage, approval and publication, without the plat, as provided by law.

SECTION 6. This ordinance, with the plat, is hereby directed to be filed in the office of the Register of Deeds of Hall County, Nebraska.

SECTION 7. After passage, approval and publication of this ordinance, notice of the creation of said district shall be published in the Grand Island Independent, a legal newspaper published and of general circulation in said City, as provided by law.

ORDINANCE NO. 9090 (Cont.)

Enacted: November 28, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 28, 2006

Council Session

Item F4

**#9091 - Consideration of Assessments for Sanitary Sewer Districts
519; Lots 10 through 21 of Westwood Park Second Subdivision**

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

Staff Contact: Steven P. Riehle, Public Works Director

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9091

An ordinance assessing and levying a special tax to pay the cost of construction of Sanitary Sewer District No. 519 of the City of Grand Island, Nebraska; providing for the collection of such special tax; repealing any provisions of the Grand Island City Code, ordinances, and parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts and parcels of land specially benefited, for the purpose of paying the cost of construction of said sanitary sewer main in said Sanitary Sewer District No. 519, as adjudged by the Mayor and Council of the City, to the extent of benefits thereto by reason of such improvement, after due notice having been given thereof as provided by law; and a special tax for such cost of construction is hereby levied at one time upon such lots, tracts and land as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
David L. & Kathleen A. Goosic	Lot 10, Westwood Park Second Subdivision	\$13,994.94
William T. & Jacqueline R. Foster	Lot 11, Westwood Park Second Subdivision	\$13,994.94

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November 21, 2006 ☐ City Attorney

ORDINANCE NO. 9091 (Cont.)

Jerry D. & Sharon L. Conroy	Lot 12, Westwood Park Second Subdivision	\$13,994.94
Jason C. & Gayle D. Bonnes	Lot 13, Westwood Park Second Subdivision	\$13,994.94
David S. & Julie L. Sackschewsky	Lot 14, Westwood Park Second Subdivision	\$13,994.94
Robert A. & Nancy C. Arends	Lot 15, Westwood Park Second Subdivision	\$13,994.94
Terry L. & Kristine K. Fegter	Lot 16, Westwood Park Second Subdivision	\$13,994.94
Bryan L. & Jean M. Taylor	Lot 17, Westwood Park Second Subdivision	\$13,994.94
Leon A. Milan	Lot 18, Westwood Park Second Subdivision	\$13,994.94
Gary L. & Irene D. Pearce	Lot 19, Westwood Park Second Subdivision	\$13,994.94
Rosalie J. Zlomke	Lot 20, Westwood Park Second Subdivision	\$13,994.94
Duane E. & Kimberli K. Coates	Lot 21, Westwood Park Second Subdivision	\$13,994.96
TOTAL		\$167,939.30

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

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

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "Sewer Extension Fund" for Sanitary Sewer District No. 519.

ORDINANCE NO. 9091 (Cont.)

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

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

Enacted: November 28, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 28, 2006

Council Session

Item F5

**#9092 - Consideration of Assessments for Sanitary Sewer Districts
521; Lot 9 of Westwood Park Second Subdivision**

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

Staff Contact: Steven P. Riehle, Public Works Director

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9092

An ordinance assessing and levying a special tax to pay the cost of construction of Sanitary Sewer District No. 521 of the City of Grand Island, Nebraska; providing for the collection of such special tax; repealing any provisions of the Grand Island City Code, ordinances, and parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts and parcels of land specially benefited, for the purpose of paying the cost of construction of said sanitary sewer main in said Sanitary Sewer District No. 521, as adjudged by the Mayor and Council of the City, to the extent of benefits thereto by reason of such improvement, after due notice having been given thereof as provided by law; and a special tax for such cost of construction is hereby levied at one time upon such lots, tracts and land as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Douglas C. & Betty E. Bryant	Lot 9, Westwood Park Second Subdivision	\$13,994.94
TOTAL		\$13,994.94

Approved as to Form ☐ _____
November 21, 2006 ☐ City Attorney

ORDINANCE NO. 9092 (Cont.)

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

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

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "Sewer Extension Fund" for Sanitary Sewer District No. 521.

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

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

ORDINANCE NO. 9092 (Cont.)

Enacted: November 28, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 28, 2006

Council Session

Item F6

#9093 - Consideration of Vacating a Portion of James Road Right-of-Way South of Rae Road

Staff Contact: Steve Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: November 28, 2006

Subject: Consideration of Vacating a Portion of James Road Right-of-Way South of Rae Road

Item #'s: F-6

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

Background

Council action is required for vacation of Right-of-Way through the passing of an ordinance.

Discussion

James Road south of Rae Road is being shifted west with the development of Ponderosa Village Subdivision. The portion of James Road, shown on the attached sketch, should be vacated to allow for the shift.

Alternatives

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

1. Move to approve the ordinance vacating the Right-of-Way.
2. Refer the issue to a Committee.
3. Postpone the issue to future date.
4. Take no action on the issue.

Recommendation

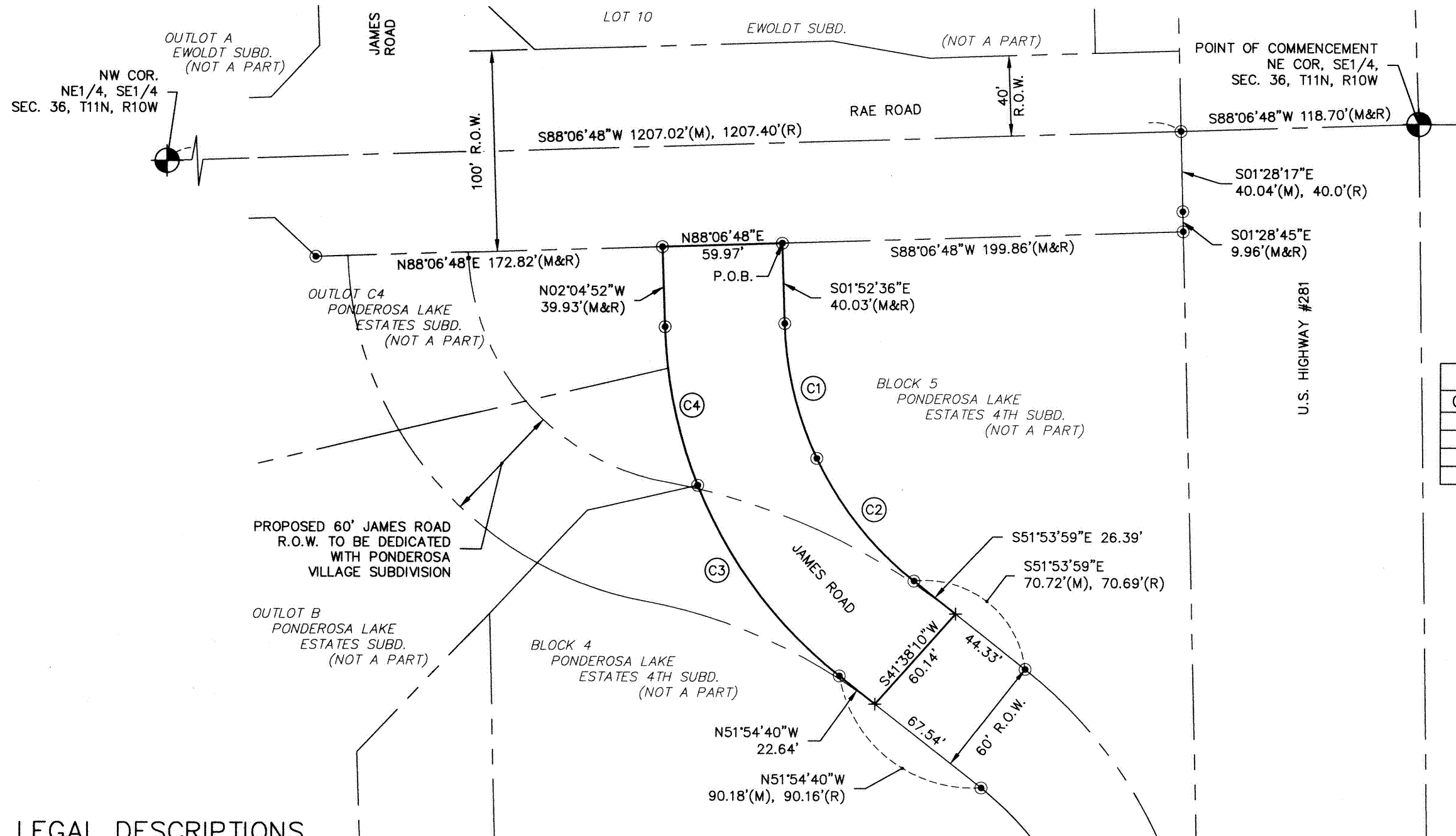
City Administration recommends that the Council approve the Ordinance for the vacation of the Right-of-Way.

Sample Motion

Motion to approve the vacation of the Right-of-Way.

RIGHT OF WAY VACATION

JAMES ROAD RIGHT OF WAY BEING PART OF PONDEROSA LAKE ESTATES SUBDIVISION AND PONDEROSA LAKE ESTATES FOURTH SUBDIVISION,
SECTION 36, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA



- LEGEND**
- SECTION CORNER
 - FOUND PROPERTY PIN
 - TEMPORARY POINT

SCALE: 1" = 60'
0 30 60
SCALE IN FEET

CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	BEARING	CHORD
C1	23°28'29"	69.65'	170.00'	S13°34'55"E	69.16'
C2	26°30'55"	78.67'	170.00'	S38°40'49"E	77.97'
C3	29°47'37"	119.60'	230.00'	N37°00'08"W	118.26'
C4	20°13'40"	81.20'	230.00'	N11°51'01"W	80.78'

SECTION CORNER TIES

NORTHEAST COR. SE1/4, SEC. 36, T11N, R10W
FOUND BRASS CAP
54.84' E TO BRASS CAP
150.06' NE TO CHISELED "X" ON TOP OF R.O.W. MARKER
120.25' W TO PK NAIL W/WASHER STAMPED LS-458
IN CORNER FENCE POST
152.77' SSW TO NE CORNER OF CONCRETE PAD

NORTHWEST COR. NE1/4, SE1/4, SEC. 36, T11N, R10W
RECORDED AS NAIL IN TREE, FOUND NAIL HOLE IN TREE
26.52' SE TO NEAR FACE OF STEEL FENCE POST
14.20' SW TO NEAR FACE OF STEEL FENCE POST
10.00' E TO 1/2" PIPE ON EAST-WEST SECTION LINE
30.00' E TO 1/2" PIPE ON EAST-WEST SECTION LINE

LEGAL DESCRIPTIONS

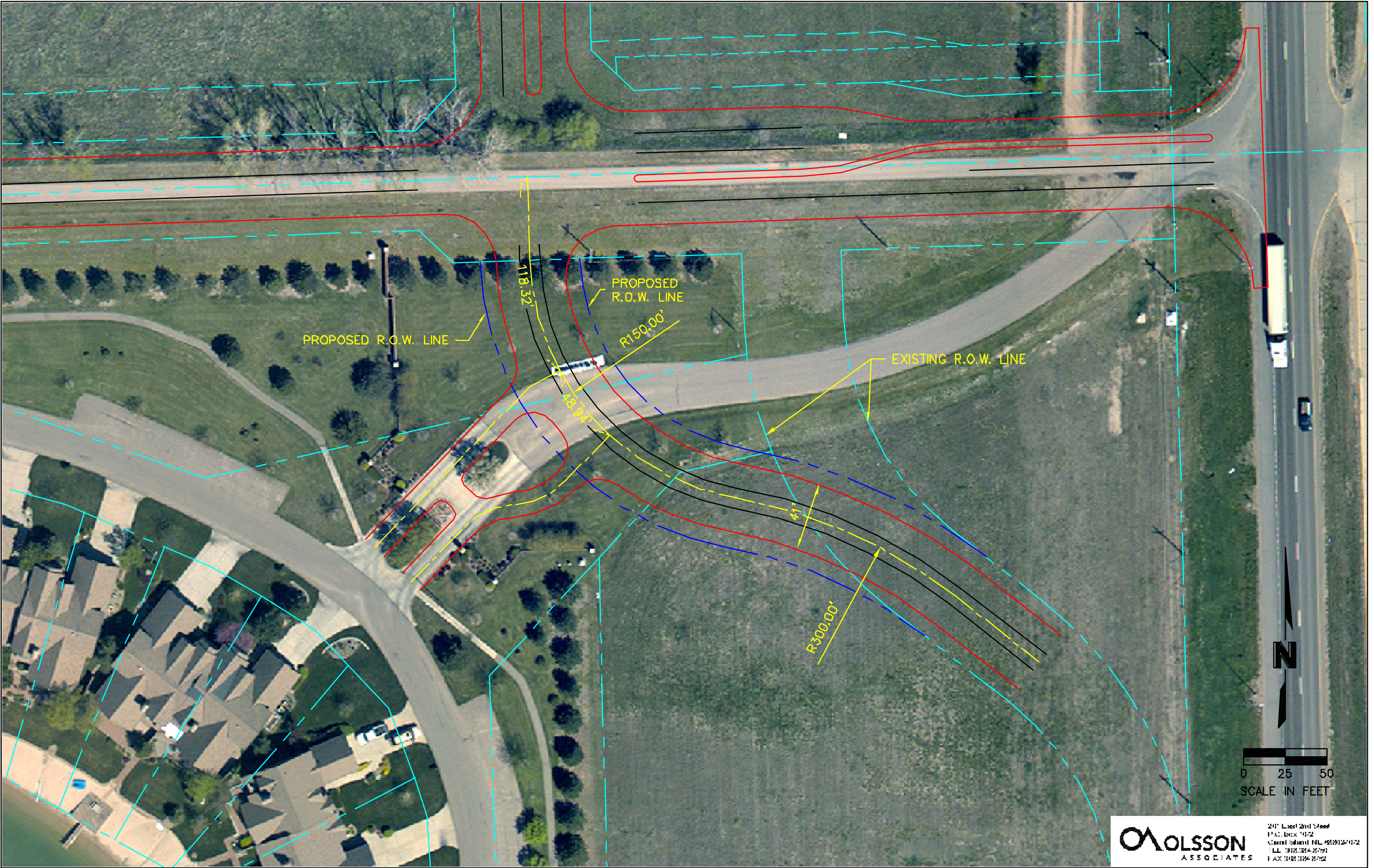
A PUBLIC ROAD RIGHT OF WAY LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SE1/4; THENCE ON AN ASSUMED BEARING OF S88°06'48"W ALONG THE NORTH LINE OF SAID SE1/4 OF SECTION 36 A DISTANCE OF 118.70 FEET TO THE POINT OF INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT-OF-WAY (R.O.W.) LINE OF U.S. HIGHWAY #281; THENCE S01°28'17"E UPON AND ALONG SAID WEST R.O.W. LINE A DISTANCE OF 40.04 FEET; THENCE S01°28'45"E A DISTANCE OF 9.96 FEET TO THE POINT OF INTERSECTION OF SAID WEST R.O.W. LINE AND THE SOUTH R.O.W. LINE OF RAE ROAD; THENCE S88°06'48"W ALONG SAID SOUTH R.O.W. LINE A DISTANCE OF 199.86 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH R.O.W. LINE AND THE EAST R.O.W. LINE OF JAMES ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S01°52'36"E UPON AND ALONG SAID EAST R.O.W. LINE A DISTANCE OF 40.03 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 23°28'29", A ARC LENGTH OF 69.65 FEET, A RADIUS OF 170.00 FEET AND A CHORD BEARING S13°34'55"E FOR A DISTANCE OF 69.16 FEET TO A POINT OF CONTINUED CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 26°30'55", A ARC LENGTH OF 78.67 FEET, A RADIUS OF 170.00 FEET AND A CHORD BEARING S38°40'49"E FOR A DISTANCE OF 77.97 FEET; THENCE S51°53'59"E A DISTANCE OF 26.39 FEET; THENCE DEPARTING SAID EAST R.O.W. LINE S41°38'10"W A DISTANCE OF 60.14 FEET TO A POINT ON THE WEST R.O.W. LINE OF JAMES ROAD; THENCE N51°54'40"W UPON AND ALONG SAID WEST R.O.W. LINE A DISTANCE OF 22.64 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 29°47'37", A ARC LENGTH OF 119.60 FEET, A RADIUS OF 230.00 FEET AND A CHORD BEARING N37°00'08"W FOR A DISTANCE OF 118.26 FEET TO A POINT OF CONTINUED CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 20°13'40", A ARC LENGTH OF 81.20 FEET, A RADIUS OF 230.00 FEET AND A CHORD BEARING N11°51'01"W FOR A DISTANCE OF 80.78 FEET; THENCE N02°04'52"W A DISTANCE OF 39.93 FEET TO THE POINT OF INTERSECTION OF SAID WEST R.O.W. LINE AND THE SOUTH R.O.W. LINE OF RAE ROAD; THENCE DEPARTING SAID WEST R.O.W. LINE N88°06'48"E A DISTANCE OF 59.97 FEET TO THE POINT OF BEGINNING. SAID PUBLIC ROAD RIGHT OF WAY CONTAINS 14,331 SQUARE FEET OR 0.33 ACRES MORE OR LESS.

NEBRASKA
REGISTERED
LS-630
JAI J. ANDRIST, REGISTERED LAND SURVEYOR NUMBER, LS-630
9/26/2006

MOLSSON
ASSOCIATES

201 East 2nd Street
P.O. Box 1072
Grand Island, NE 68802-1072
TEL 308.384.8750
FAX 308.384.8752



PROPOSED R.O.W. LINE

PROPOSED R.O.W. LINE

R150.00'

EXISTING R.O.W. LINE

R300.00'

MOLSSON
ASSOCIATES

20' East 2nd Street
P.O. Box 1072
Grand Island, NE 68882-0702
TEL 308.384.8791
FAX 308.384.8792

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9093

An ordinance to vacate a portion of an existing right of way and to provide for filing this ordinance in the office of the Register of Deeds of Hall County; 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. That a portion of an existing right of way of James Road located in the Southeast Quarter (SE1/4) of Section 36, Township 11 North, Range 10 West of the 6th p.m. in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

Commencing at the Northeast Corner of said SE1/4; thence on an assumed bearing of S88°06'48"W along the north line of said SE1/4 of Section 36 a distance of 118.70 feet to the point of intersection of said North Line and the West right-of-way (R.O.W.) line of U.S. highway #281; thence S01°28'17"E upon and along said West R.O.W. line a distance of 40.04 feet; thence S01°28'45"E a distance of 9.96 feet to the point of intersection of said West R.O.W. line and the South R.O.W. line of Rae Road; thence S88°06'48"W along said South R.O.W. line a distance of 199.86 feet to the point of intersection of said south R.O.W. line and the East R.O.W. Line of James Road, said point also being the point of beginning; thence S01°52'36"E upon and along said East R.O.W. line a distance of 40.03 feet to a point of curvature; thence around a curve in a counter clockwise direction having a delta angle of 23°28'29", a arc length of 69.65 feet, a radius of 170.00 feet and a chord bearing S13°34'55"E for a distance of 69.16 feet to a

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November 21, 2006	☐ City Attorney

ORDINANCE NO. 9093

point of continued curvature; thence around a curve in a counter clockwise direction having a delta angle of $26^{\circ}30'55''$, a arc length of 78.67 feet, a radius of 170.00 feet and a chord bearing $S38^{\circ}40'49''E$ for a distance of 77.97 feet; thence $S51^{\circ}53'59''E$ a distance of 26.39 feet; thence departing said East R.O.W. line $S41^{\circ}38'10''W$ a distance of 60.14 feet to a point on the West R.O.W. line of James Road; thence $N51^{\circ}54'40''W$ upon and along said West R.O.W. line a distance of 22.64 feet to a point of curvature; thence around a curve in a clockwise direction having a delta angle of $29^{\circ}47'37''$, a arc length of 119.60 feet, a radius of 230.00 feet and a chord bearing $N37^{\circ}00'08''W$ for a distance of 118.26 feet to a point of continued curvature; thence around a curve in a clockwise direction having a delta angle of $20^{\circ}13'40''$, a arc length of 81.20 feet, a radius of 230.00 feet and a chord bearing $N11^{\circ}51'01''W$ for a distance of 80.78 feet; thence $N02^{\circ}04'52''W$ a distance of 39.93 feet to the point of intersection of said West R.O.W. line and the South R.O.W. line of Rae Road; thence departing said West R.O.W. line $N88^{\circ}06'48''E$ a distance of 59.97 feet to the point of beginning. said public road right of way contains 14,331 square feet or 0.33 acres more or less.

is hereby vacated. Such right-of-way to be vacated is shown and more particularly described on Exhibit A attached hereto.

SECTION 2. This ordinance is directed to be filed in the office of the Register of Deeds of Hall County, Nebraska.

SECTION 3. This ordinance shall be in force and take effect from and after its passage and publication, without the plat, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: November 28, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 28, 2006

Council Session

Item F7

**#9094 - Consideration of Amending Chapter 4 of the Grand Island
City Code Relative to Alcoholic Beverages**

Staff Contact: Dale Shotkoski

Council Agenda Memo

From: Dale M. Shotkoski, Interim City Attorney

Meeting: November 28, 2006

Subject: Revisions to Grand Island City Code
Chapter 4 – Alcoholic Beverages

Item #'s: F-7

Presenter(s): Dale M. Shotkoski, Interim City Attorney
Gary D. Greer, City Administrator
RaNae Edwards, City Clerk

Background

One of the goals set this year by Administration, the Mayor and City Council was to revise and update the Grand Island City Code. As the effort to update the code is continued, meetings were held to review and discuss changes to Chapter 4, Alcoholic Beverages.

In order to provide a backdrop to the discussion, a summary history of liquor regulations, a listing of liquor license classes, and the current Chapter 4 is included.

Discussion

The City Code Revision Committee, along with the City Administrator, Chief of Police and the Building Department Director have met to discuss Chapter 4 of the Grand Island City Code. Possible revisions to Chapter 4 – Alcoholic Beverages, are as follows:

- **Section 4-1. Definitions.** Current definitions in Section 4-1 would be replaced with definitions of the State Statutes of Nebraska, which would allow the City of Grand Island to be in conformity with state statutes.
- **Section 4-6. Liquor Application Procedure.** The language in Section 4-6 pertaining to the specifics of the order of the proceedings has been simplified to conform with state statute.
- **Section 4-7. Applications for Liquor Licenses.** The language in Section 4-7 would be replaced with language contained in Section 53-131.01 of the Revised Statutes of Nebraska. Again, this would allow the city to be in conformity with

state statutes. Also added to Section 4-7 is paragraph (H), wherein it is stated that the license shall not be issued until approval of all inspections has been met.

- **Section 4-8. Grounds for Revocation.** Section 4-8 would be amended to include not only possible revocation, but also cancellation. Also included in this section is paragraph (G), which allows for revocation or cancellation when successive violations occur.

Section 4-9, Hours of Operation, is proposed as:

- **Section 4-9. Hours of Operation**

(A) No alcoholic liquor, including beer, shall be sold at retail or dispensed on any day between the hours of 1:00 a.m. and 6:00 a.m.

(B) No alcoholic liquor, including beer, shall be sold at retail or dispensed between the hours of 6:00 a.m. and 12:00 noon on Sunday.

(C) Alcoholic liquor, including beer, may be sold at retail and dispensed from 12:00 noon on Sunday until 1:00 a.m. the following Monday.

Section 4-20 – Minors Not Permitted after 9:00 p.m.. The current city code regarding minors being given access to liquor establishments is as follows:

“It shall be unlawful for any licensed retailer or his, her, or its agent or employee to suffer or permit any minor to be or remain in any room or compartment of such licensed premises where alcoholic liquor is being sold or consumed after 9 p.m. of any day; provided, that this section shall not apply to any minor who is accompanied by his or her parent or adult guardian, or to any licensed premises which derives its principal business from the sale of services or other commodities other than alcoholic liquor.”

Project Extra Mile submitted a request to amend Section 4-20 of the city code and presented their position to the City Council at the study session on November 21, 2006. During the study session, it was requested by a council member that the Project Extra Mile language be presented for council to possibly vote on at its meeting. The language that Project Extra Mile is requesting for 4-20 is:

“It shall be unlawful for any licensed retailer or his, her, or its agent or employee to suffer or permit any minor to be or remain in any room or compartment of such licensed premises after 9:00 p.m. of any day; provided, that this section shall not apply to any licensed premises which derives sixty percent (60%) or more of its principal business from the sale of services or other commodities other than alcoholic liquor.”

The current code section is in the ordinance for the packet purposes. If council wishes to amend Section 4-20 to the Project Extra Mile language, a motion to do so would be in order.

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 Chapter 4 of the Grand Island City Code.
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 approved the recommended revisions to Chapter 4 of the Grand Island City Code.

Sample Motion

Motion to approve the amendments to Chapter 4 – Alcohol, of the Grand Island City Code.

CHAPTER 4

ALCOHOLIC BEVERAGES

§4-1. Definitions

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Alcohol means the product of distillation of any fermented liquid, whether rectified or diluted, whatever the origin thereof, and includes synthetic ethyl alcohol and alcohol processed or sold in a gaseous form. Alcohol does not include denatured alcohol or wood alcohol;

Spirits means any beverage which contains alcohol obtained by distillation, mixed with water or other substance in solution, and includes brandy, rum, whiskey, gin, or other spirituous liquors and such liquors when rectified, blended, or otherwise mixed with alcohol or other substances;

Wine means any alcoholic beverage obtained by the fermentation of the natural contents of fruits or vegetables, containing sugar, including such beverages when fortified by the addition of alcohol or spirits;

Beer means a beverage obtained by alcoholic fermentation of an infusion or concoction of barley or other grain, malt, and hops in water and includes, but is not limited to, beer, ale, stout, lager beer, porter, and near beer;

Alcoholic liquor includes alcohol, spirits, wine, beer, and any liquid or solid, patented or not, containing alcohol, spirits, wine, or beer and capable of being consumed as a beverage by a human being. Alcoholic liquor also includes confections or candy with alcohol content of more than one-half of one percent alcohol. The act does not apply to (a) alcohol used in the manufacture of denatured alcohol produced in accordance with acts of Congress and regulations adopted and promulgated pursuant to such acts, (b) flavoring extracts, syrups, medicinal, mechanical, scientific, culinary, or toilet preparations, or food products unfit for beverage purposes, but the act applies to alcoholic liquor used in the manufacture, preparation, or compounding of such products or confections or candy that contains more than one-half of one percent alcohol, or (c) wine intended for use and used by any church or religious organization for sacramental purposes;

Near beer means beer containing less than one-half of one percent of alcohol by volume;

Original package means any bottle, flask, jug, can, cask, barrel, keg, hogshead, or other receptacle or container used, corked or capped, sealed, and labeled by the manufacturer of alcoholic liquor to contain and to convey any alcoholic liquor;

Manufacturer means every brewer, fermenter, distiller, rectifier, winemaker, blender, processor, bottler, or person who fills or refills an original package and others engaged in brewing, fermenting, distilling, rectifying, or bottling alcoholic liquor, including a wholly owned affiliate or duly authorized agent for a manufacturer;

Nonbeverage user means every manufacturer of any of the products set forth and described in subsection (4) of section 53-160, when such product contains alcoholic liquor, and all laboratories, hospitals, and sanatoria using alcoholic liquor for nonbeverage purposes;

Manufacture means to distill, rectify, ferment, brew, make, mix, concoct, process, blend, bottle, or fill an original package with any alcoholic liquor and includes blending but does not include the mixing or other preparation of drinks for serving by those persons authorized and permitted in the act to serve drinks for consumption on the premises where sold;

Wholesaler means a person importing or causing to be imported into the state or purchasing or causing to be purchased within the state alcoholic liquor for sale or resale to retailers licensed under the act, whether the business of the wholesaler is conducted under the terms of a franchise or any other form of an

Grand Island City Code, 2002 Edition

agreement with a manufacturer or manufacturers, or who has caused alcoholic liquor to be imported into the state or purchased in the state from a manufacturer or manufacturers and was licensed to conduct such a business by the Nebraska State Liquor Control Commission on May 1, 1970, or has been so licensed since that date. Wholesaler does not include any retailer licensed to sell alcoholic liquor for consumption off the premises who sells alcoholic liquor other than beer or wine to another retailer pursuant to Neb. Rev. Stat. §53-175, except that any such retailer shall obtain the required federal wholesaler's basic permit and federal wholesale liquor dealer's special tax stamp. Wholesaler includes a distributor, distributorship, and jobber;

Person means any natural person, trustee, corporation, partnership, or limited liability company;

Retailer means a person who sells or offers for sale alcoholic liquor for use or consumption and not for resale in any form except as provided in Neb. Rev. Stat. § 53-175;

Sell at retail and sale at retail means sale for use or consumption and not for resale in any form except as provided in Neb. Rev. Stat. § 53-175;

Commission means the Nebraska Liquor Control Commission;

Sale means any transfer, exchange, or barter in any manner or by any means for a consideration and includes any sale made by any person, whether principal, proprietor, agent, servant, or employee;

To sell means to solicit or receive an order for, to keep or expose for sale, or to keep with intent to sell;

Restaurant means any public place (a) which is kept, used, maintained, advertised, and held out to the public as a place where meals are served and where meals are actually and regularly served, (b) which has no sleeping accommodations, and (c) which has adequate and sanitary kitchen and dining room equipment and capacity and a sufficient number and kind of employees to prepare, cook, and serve suitable food for its guests;

Club means a corporation (a) which is organized under the laws of this state, not for pecuniary profit, solely for the promotion of some common object other than the sale or consumption of alcoholic liquor, (b) which is kept, used, and maintained by its members through the payment of annual dues, (c) which owns, hires, or leases a building or space in a building suitable and adequate for the reasonable and comfortable use and accommodation of its members and their guests, and (d) which has suitable and adequate kitchen and dining room space and equipment and a sufficient number of servants and employees for cooking, preparing, and serving food and meals for its members and their guests. The affairs and management of such club shall be conducted by a board of directors, executive committee, or similar body chosen by the members at their annual meeting, and no member, officer, agent, or employee of the club shall be paid or shall directly or indirectly receive, in the form of salary or other compensation, any profits from the distribution or sale of alcoholic liquor to the club or the members of the club or its guests introduced by members other than any salary fixed and voted at any annual meeting by the members or by the governing body of the club out of the general revenue of the club;

Hotel means any building or other structure (a) which is kept, used, maintained, advertised, and held out to the public to be a place where food is actually served and consumed and sleeping accommodations are offered for adequate pay to travelers and guests, whether transient, permanent, or residential, (b) in which twenty-five or more rooms are used for the sleeping accommodations of such guests, and (c) which has one or more public dining rooms where meals are served to such guests, such sleeping accommodations and dining rooms being conducted in the same buildings in connection therewith and such building or buildings or structure or structures being provided with adequate and sanitary kitchen and dining room equipment and capacity;

Nonprofit corporation means any corporation organized under the laws of this state, not for profit, which has been exempted from the payment of federal income taxes;

Minor means any person, male or female, under twenty-one years of age, regardless of marital status;

Brand means alcoholic liquor identified as the product of a specific manufacturer;

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Franchise or agreement, with reference to the relationship between a manufacturer and wholesaler, includes one or more of the following: (a) A commercial relationship of a definite duration or continuing indefinite duration which is not required to be in writing; (b) a relationship by which the wholesaler is granted the right to offer and sell the manufacturer's brands by the manufacturer; (c) a relationship by which the franchise, as an independent business, constitutes a component of the manufacturer's distribution system; (d) a relationship by which the operation of the wholesaler's business is substantially associated with the manufacturer's brand, advertising, or other commercial symbol designating the manufacturer; and (e) a relationship by which the operation of the wholesaler's business is substantially reliant on the manufacturer for the continued supply of beer;

Territory or sales territory means the wholesaler's area of sales responsibility for the brand or brands of the manufacturer;

Suspend means to cause a temporary interruption of all rights and privileges of a license;

Cancel means to discontinue all rights and privileges of a license;

Revoke means to permanently void and recall all rights and privileges of a license;

Generic label means a label which is not protected by a registered trademark, either in whole or in part, or to which no person has acquired a right pursuant to state or federal statutory or common law;

Private label means a label which the purchasing wholesaler or retailer has protected, in whole or in part, by a trademark registration or which the purchasing wholesaler or retailer has otherwise protected pursuant to state or federal statutory or common law;

Brewpub means any restaurant or hotel which produces on its premises a maximum of ten thousand barrels of beer per year;

Manager means a person appointed by a corporation to oversee the daily operation of the business licensed in Nebraska. A manager shall meet all the requirements of the act as though he or she were the applicant, except for residency and citizenship;

Shipping license means a license granted pursuant to section 53-123.15 of the Revised Statutes of Nebraska;

Sampling means consumption on the premises of a retail licensee of not more than five samples of one fluid ounce or less of alcoholic liquor by the same person in a twenty-four-hour period;

Microbrewery means any small brewery producing a maximum of ten thousand barrels of beer per year;

Craft brewery means a brewpub or a microbrewery;

Local governing body means (a) the city council of the City of Grand Island; and

Consume means knowingly and intentionally drinking or otherwise ingesting alcoholic liquor.

§4-2. Declared Legislative Intent

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

(A) To express the community sentiment that the control of availability of alcoholic liquor to the public in general and to minors in particular promotes the public health, safety, and welfare;

(B) To encourage temperance in the consumption of alcoholic liquor by sound and careful control and regulation of the sale and distribution thereof; and

(C) To ensure that the number of retail outlets and the manner in which they are operated is such that they can be adequately policed by local law enforcement agencies so that the abuse of alcohol and the occurrence of alcohol-related crimes and offenses is kept to a minimum.

§4-3. Liquor Application; Standards

The city council shall consider the licensing standards and criteria at the hearing and evaluate any applicant for a retail alcoholic liquor license, whether for a new license, a renewal of an existing license, or

a modification of an existing license, for the purpose of formulating a final order from the governing body to the Nebraska Liquor Control Commission in accordance with the Nebraska Liquor Control Act.

§4-4. Applicant to Appear Personally at Hearing

It shall be the duty of every applicant for an alcoholic liquor license, whose application is pending before the council, to appear before the council personally (if a partnership, at least one of the partners; and if a corporation, at least one managing officer thereof) on the date of the hearing upon the propriety of granting or recommending such license, provided for by §53-134, R.R.S. 1943, of said Liquor Control Act, to answer such questions as may be asked him or her in determining the facts required by law and this chapter, concerning the propriety of granting such license, and a failure to so appear without reasonable excuse, shall be grounds for denying such application. Such applicant may at said hearing present evidence, other than his or her own testimony, which shall be considered by the council in determining the propriety of recommending approval of such license. In adopting any recommendation for approval of such license, the council may require certain conditions to be effected to ensure that the applicant performs in conformance with applicant's representations and to protect the public health, safety, and welfare.

§4-5. Notice

Notice of a hearing held pursuant to Neb. Rev. Stat. §53-134 shall be given to the applicant by the city clerk and shall contain the date, time, and location of the hearing. Two or more proceedings which are legally or factually related may be heard and considered together unless any party thereto makes a showing sufficient to satisfy the council that prejudice would result therefrom.

§4-6. Liquor Application Procedure

The hearing will be informal and conducted by the Mayor. The hearing shall be held for the purpose of inquiring into the facts and shall not be an adversary action. Each witness may present testimony in narrative fashion or by question and answer.

The governing body or the applicant may order the hearing to be recorded by an official court reporter or by the Clerk, at the expense of the applicant.

The governing body and its representatives shall not be bound by the strict rules of evidence, and shall have full authority to control the procedures of the hearing including the admission or exclusion or testimony or other evidence. The governing body may admit and give consideration to evidence which possesses probative value commonly accepted by reasonably prudent individuals. The Mayor may limit testimony where it appears to be incompetent, irrelevant, or unduly repetitious. If there is opposition to any application and such opposition desires the opportunity to present arguments and to cross-examine the applicant and any witnesses in favor of such application, they shall choose a spokesperson to perform such function who shall notify the Mayor of his/her representation prior to the start of the hearing.

§4-7. Applications for Liquor Licenses

In order to assist the council in determining the general fitness of an applicant for a retail liquor license, and the character and reputation of the applicant in the community, the applicant shall provide the city clerk at least ten days before the council hearing on the application the following information:

The application for a new license shall be submitted upon such forms as the commission may prescribe. Such forms shall contain:

(A) The name and residence of the applicant and how long he or she has resided within the State of Nebraska.

(B) The particular premises for which a license is desired designating the same by street and number if practicable or, if not, by such other description as definitely locates the premises.

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(C) The name of the owner of the premises upon which the business licensed is to be carried on.

(D) A statement that the applicant is a citizen of the United States, that the applicant and the spouse of the applicant are not less than twenty-one years of age, and that such applicant has never been convicted of or pleaded guilty to a felony or been adjudged guilty of violating the laws governing the sale of alcoholic liquor or the law for the prevention of gambling in the State of Nebraska, except that a manager for a corporation applying for a license shall qualify with all provisions of this subdivision as though the manager were the applicant, except that the provisions of this subdivision shall not apply to the spouse of a manager-applicant.

(E) A statement that the applicant intends to carry on the business authorized by the license for himself or herself and not as the agent of any other persons and that if licensed he or she will carry on such business for himself or herself and not as the agent for any other person.

(F) A statement that the applicant intends to superintend in person the management of the business licensed and that if so licensed he or she will superintend in person the management of the business, and

(G) Such other information as the Nebraska Liquor Control Commission may from time to time direct. The applicant shall also submit two legible sets of fingerprints to be furnished to the Federal Bureau of Investigation through the Nebraska State Patrol for a national criminal history record check and the fee for such record check payable to the patrol.

(H) No license for the retail sale of alcoholic liquor for consumption on the premises shall be recommended for approval until the Building Department, Fire Department and Police Department have completed inspections and have certified that the premises meets all Building and Life Safety Codes. If a license is recommended for approval pending final inspections, the City Clerk shall not issue the license until such time as all inspections have been complete for full compliance.

The application shall be verified by the affidavit of the petition made before a notary public or other person duly authorized by law to administer oaths. If any false statement is made in any part of such application, the applicant or applicants shall be deemed guilty of perjury and upon conviction thereof, the license shall be revoked and the applicant subjected to the penalties provided by law for that crime.

§4-7.1. Special Designated Liquor Licenses

All applications for a special designated liquor license shall be reviewed administratively, and approved or denied, in accordance with established criteria adopted by the City of Grand Island. Any applicant denied a special designated liquor license based on the adopted criteria may request that such application be heard by the City Council.

§4-8. Grounds for Revocation or Cancellation

A retail license to sell alcoholic liquors, which this council is legally empowered to revoke, may be revoked by the city council whenever it shall find, after notice and hearing as provided by law, that the holder of any such license has violated any of the provisions of said Nebraska Liquor Control Act, or of this chapter, or rule or regulation of the Nebraska Liquor Control Commission; or any statutory provision or ordinance of the City now existing or hereafter passed, enacted in the interest of good morals and decency; or for any one or more of the following causes:

(A) The licensee, his/her manager or agent in charge of the premises licensed, has been convicted of or has pled guilty to a felony under the laws of the State of Nebraska, or of any other state of the United States.

(B) The licensee, his/her manager or agent in charge of the premises licensed, has been convicted of or has pled guilty to being the proprietor, manager or agent in charge of a gambling house, or of pandering or other crime or misdemeanor opposed to decency and morality.

(C) The licensee, his/her manager or agent in charge of the premises licensed, has been convicted of or pled guilty to violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquors.

(D) That the licensee either swore falsely to any question in his/her application for said license, or has failed to comply with the statements and representations made by the answer to any question or questions in said application; or has failed to perform in accordance with any other statement or representation, or keep any promise, oral or written, made to the council, in connection with such licensee's request for said license.

(E) The licensee, his/her manager or agent in charge of the premises licensed, shall have forfeited bond to appear in court to answer charges for any one of the violations of law or ordinances referred to in this section.

(F) It shall be cause for revocation as herein provided if the licensee, his/her manager or agent, shall allow any live person to appear, or have reasonable cause to believe that any live person shall appear in any licensed premises in a state of nudity, to provide entertainment, to provide service, to act as hostess, manager or owner, or to serve as an employee in any capacity. For the purposes of this subsection, the term "nudity" shall mean the showing of the human male or female genitals, pubic area or buttocks, or the human female breast including the nipple or any portion below the nipple with less than a full opaque covering.

(G) It shall be cause for revocation when a licensee, his/her manager or agent in charge of the premises has successive violations that meet the Nebraska Liquor Control Commission standard of violation, the City Council may revoke or cancel the liquor license.

§4-9. Hours of Operation; Retail Establishment

(A) No alcoholic liquor, including beer, shall be sold at retail or dispensed on any day between the hours of 1:00 a.m. and 6:00 a.m.

(B) No alcoholic liquor, including beer, shall be sold at retail or dispensed between the hours of 6:00 a.m. and 12:00 noon on Sunday.

(C) Alcoholic liquor, including beer, may be sold at retail and dispensed from 12:00 noon on Sunday until 1:00 a.m. the following Monday.

§4-10. Reserved

§4-11. Reserved

§4-12. Reserved

§4-13. Reserved

§4-14. Reserved

§4-15. Occupation Tax; Amounts

(A) For the purpose of raising revenue, there is hereby levied upon distributors, retailers, and nonbeverage users of alcoholic liquor in the City of Grand Island an annual occupation tax in accordance with the City of Grand Island Fee Schedule. No reduction in occupation tax except as hereinabove stated shall be made regardless of the time when the application for license is made, or the license is issued. Such occupation tax, or any part of it, shall not be refunded for any cause.

(B) All occupation taxes levied pursuant to section (A) above, shall be due and payable within thirty days of the date of the renewal of the licensee's state liquor license.

§4-16. Delivery by Distributor on Sunday

It shall be unlawful for any licensed distributor or wholesaler of beer to deliver such beverage to any retailers of the same in the city on the first day of the week, commonly called Sunday.

§4-17. Licensed Premises; Lights Required

All rooms where alcoholic liquors are sold shall be continuously lighted during business hours by natural or artificial light.

§4-18. Consumption in Public Places

It shall be unlawful for any person to consume alcoholic liquors within the city in the public streets, alleys, roads or highways, or upon property owned by the state or any governmental subdivision thereof, or inside vehicles while upon the public streets, alleys, roads, or highways, in any dance hall, restaurant, cafe, club, or any place open to the general public except as permitted by a license issued to such premises. It shall be unlawful for any person owning, operating, managing or conducting any dance hall, restaurant, cafe, club, or any place open to the general public to permit or allow any person to consume alcoholic liquor upon the premises, except as permitted by a license issued to such premises.

§4-19. Possession in Parks Prohibited

It shall be unlawful for any person to have in his/her possession or physical control any alcoholic liquors upon any of the property belonging to the City designated as a city park or playground.

§4-20. Minors Not Permitted After 9 P.M.

It shall be unlawful for any licensed retailer or his, her, or its agent or employee to suffer or permit any minor to be or remain in any room or compartment of such licensed premises where alcoholic liquor is being sold or consumed after 9 p.m. of any day; provided, that this section shall not apply to any minor who is accompanied by his or her parent or adult guardian, or to any licensed premises which derives its principal business from the sale of services or other commodities other than alcoholic liquor.

§4-21. Violations; Liability of Licensee

Any act or the omission of any act constituting a violation of any of the provisions of this chapter by any officer, director, manager, or other agent or employee of any licensee under the Nebraska Liquor Control Act, if such act is committed or such omission is made with the authorization, knowledge, or approval of such licensee, shall be deemed and held to be the act of such employer or licensee, and such employer or licensee shall be punishable in the same manner as if such act or omission had been done or omitted by him personally.

§4-22. Right of Entry of Officers

All police officers of the city are authorized to enter at any time upon the premises of any license under the Nebraska Liquor Control Act within the City to determine whether or not any of the provisions of such Act or of this chapter, or any rules or regulations adopted by the City or by the Nebraska Liquor Control Commission have been or are being violated and at such time to examine sufficiently such premises of such licensee in connection therewith.

§4-23. Unlawful Presence in Establishments

It shall be unlawful for any person to be present in any establishment where alcoholic liquors are sold or dispensed at any time during which sales of alcoholic liquors are prohibited by the foregoing sections; provided, that a person may be present in such an establishment for only fifteen minutes after the time required for cessation of sales of alcoholic liquors set out in prior §4-9 to allow the person present in the establishment at closing time to leave the premises; provided further, that the word "person" shall not include the owner or operator or his/her agent or employee when actually engaged in cleanup or custodial work. This section shall not apply to restaurants which are open for business.

ORDINANCE NO. 9094

An ordinance to amend Chapter 4 of the Grand Island City Code; to amend Section 4-1 pertaining to definitions; to amend Section 4-6 pertaining to the liquor application procedure; to amend Section 4-7 pertaining to applications for liquor license; to amend Section 4-8 pertaining to grounds for revocation; Section 4-9, pertaining to hours of operation, to repeal Sections 4-1, 4-6, 4-7, 4-8 and 4-9 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 4-1 of the Grand Island City Code is hereby amended to read as follows:

§4-1. Definitions

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Alcohol means the product of distillation of any fermented liquid, whether rectified or diluted, whatever the origin thereof, and includes synthetic ethyl alcohol and alcohol processed or sold in a gaseous form. Alcohol does not include denatured alcohol or wood alcohol;

Spirits means any beverage which contains alcohol obtained by distillation, mixed with water or other substance in solution, and includes brandy, rum, whiskey, gin, or other spirituous liquors and such liquors when rectified, blended, or otherwise mixed with alcohol or other substances;

Wine means any alcoholic beverage obtained by the fermentation of the natural contents of fruits or vegetables, containing sugar, including such beverages when fortified by the addition of alcohol or spirits;

Beer means a beverage obtained by alcoholic fermentation of an infusion or concoction of barley or other grain, malt, and hops in water and includes, but is not limited to, beer, ale, stout, lager beer, porter, and near beer;

Alcoholic liquor includes alcohol, spirits, wine, beer, and any liquid or solid, patented or not, containing alcohol, spirits, wine, or beer and capable of being consumed as a beverage by a human being. Alcoholic liquor also includes confections or candy with alcohol content of more than one-half of one percent alcohol. The act does not apply to (a) alcohol used in the manufacture of denatured alcohol produced in accordance with acts of Congress and regulations adopted and promulgated pursuant to such acts, (b) flavoring extracts, syrups, medicinal, mechanical, scientific, culinary, or toilet preparations, or food products unfit for beverage purposes, but the act applies to alcoholic liquor used in the manufacture, preparation, or compounding of such products or confections or candy that contains more than one-half of one percent alcohol, or (c) wine intended for use and used by any church or religious organization for sacramental purposes;

Near beer means beer containing less than one-half of one percent of alcohol by volume;

Original package means any bottle, flask, jug, can, cask, barrel, keg, hogshead, or other receptacle or container used, corked or capped, sealed, and labeled by the manufacturer of alcoholic liquor to contain and to convey any alcoholic liquor;

Manufacturer means every brewer, fermenter, distiller, rectifier, winemaker, blender, processor, bottler, or person who fills or refills an original package and others engaged in brewing, fermenting, distilling, rectifying, or bottling alcoholic liquor, including a wholly owned affiliate or duly authorized agent for a manufacturer;

ORDINANCE NO. 9094 (Cont.)

Nonbeverage user means every manufacturer of any of the products set forth and described in subsection (4) of section 53-160, when such product contains alcoholic liquor, and all laboratories, hospitals, and sanatoria using alcoholic liquor for nonbeverage purposes;

Manufacture means to distill, rectify, ferment, brew, make, mix, concoct, process, blend, bottle, or fill an original package with any alcoholic liquor and includes blending but does not include the mixing or other preparation of drinks for serving by those persons authorized and permitted in the act to serve drinks for consumption on the premises where sold;

Wholesaler means a person importing or causing to be imported into the state or purchasing or causing to be purchased within the state alcoholic liquor for sale or resale to retailers licensed under the act, whether the business of the wholesaler is conducted under the terms of a franchise or any other form of an agreement with a manufacturer or manufacturers, or who has caused alcoholic liquor to be imported into the state or purchased in the state from a manufacturer or manufacturers and was licensed to conduct such a business by the Nebraska State Liquor Control Commission on May 1, 1970, or has been so licensed since that date. Wholesaler does not include any retailer licensed to sell alcoholic liquor for consumption off the premises who sells alcoholic liquor other than beer or wine to another retailer pursuant to Neb. Rev. Stat. §53-175, except that any such retailer shall obtain the required federal wholesaler's basic permit and federal wholesale liquor dealer's special tax stamp. Wholesaler includes a distributor, distributorship, and jobber;

Person means any natural person, trustee, corporation, partnership, or limited liability company;

Retailer means a person who sells or offers for sale alcoholic liquor for use or consumption and not for resale in any form except as provided in Neb. Rev. Stat. § 53-175;

Sell at retail and sale at retail means sale for use or consumption and not for resale in any form except as provided in Neb. Rev. Stat. § 53-175;

Commission means the Nebraska Liquor Control Commission;

Sale means any transfer, exchange, or barter in any manner or by any means for a consideration and includes any sale made by any person, whether principal, proprietor, agent, servant, or employee;

To sell means to solicit or receive an order for, to keep or expose for sale, or to keep with intent to sell;

Restaurant means any public place (a) which is kept, used, maintained, advertised, and held out to the public as a place where meals are served and where meals are actually and regularly served, (b) which has no sleeping accommodations, and (c) which has adequate and sanitary kitchen and dining room equipment and capacity and a sufficient number and kind of employees to prepare, cook, and serve suitable food for its guests;

Club means a corporation (a) which is organized under the laws of this state, not for pecuniary profit, solely for the promotion of some common object other than the sale or consumption of alcoholic liquor, (b) which is kept, used, and maintained by its members through the payment of annual dues, (c) which owns, hires, or leases a building or space in a building suitable and adequate for the reasonable and comfortable use and accommodation of its members and their guests, and (d) which has suitable and adequate kitchen and dining room space and equipment and a sufficient number of servants and employees for cooking, preparing, and serving food and meals for its members and their guests. The affairs and management of such club shall be conducted by a board of directors, executive committee, or similar body chosen by the members at their annual meeting, and no member, officer, agent, or employee of the club shall be paid or shall directly or indirectly receive, in the form of salary or other compensation, any profits from the distribution or sale of alcoholic liquor to the club or the members of the club or its guests introduced by members other than any salary fixed and voted at any annual meeting by the members or by the governing body of the club out of the general revenue of the club;

Hotel means any building or other structure (a) which is kept, used, maintained, advertised, and held out to the public to be a place where food is actually served and consumed and sleeping accommodations are offered for adequate pay to travelers and guests, whether transient, permanent, or residential, (b) in which twenty-five or more rooms are used for the sleeping accommodations of such guests, and (c) which has one or more public dining rooms where meals are served to such guests, such sleeping accommodations and dining rooms being conducted in the same buildings in connection therewith and such building or buildings or structure or structures being provided with adequate and sanitary kitchen and dining room equipment and capacity;

Nonprofit corporation means any corporation organized under the laws of this state, not for profit, which has been exempted from the payment of federal income taxes;

Minor means any person, male or female, under twenty-one years of age, regardless of marital status;

Brand means alcoholic liquor identified as the product of a specific manufacturer;

ORDINANCE NO. 9094 (Cont.)

Franchise or agreement, with reference to the relationship between a manufacturer and wholesaler, includes one or more of the following: (a) A commercial relationship of a definite duration or continuing indefinite duration which is not required to be in writing; (b) a relationship by which the wholesaler is granted the right to offer and sell the manufacturer's brands by the manufacturer; (c) a relationship by which the franchise, as an independent business, constitutes a component of the manufacturer's distribution system; (d) a relationship by which the operation of the wholesaler's business is substantially associated with the manufacturer's brand, advertising, or other commercial symbol designating the manufacturer; and (e) a relationship by which the operation of the wholesaler's business is substantially reliant on the manufacturer for the continued supply of beer;

Territory or sales territory means the wholesaler's area of sales responsibility for the brand or brands of the manufacturer;

Suspend means to cause a temporary interruption of all rights and privileges of a license;

Cancel means to discontinue all rights and privileges of a license;

Revoke means to permanently void and recall all rights and privileges of a license;

Generic label means a label which is not protected by a registered trademark, either in whole or in part, or to which no person has acquired a right pursuant to state or federal statutory or common law;

Private label means a label which the purchasing wholesaler or retailer has protected, in whole or in part, by a trademark registration or which the purchasing wholesaler or retailer has otherwise protected pursuant to state or federal statutory or common law;

Brewpub means any restaurant or hotel which produces on its premises a maximum of ten thousand barrels of beer per year;

Manager means a person appointed by a corporation to oversee the daily operation of the business licensed in Nebraska. A manager shall meet all the requirements of the act as though he or she were the applicant, except for residency and citizenship;

Shipping license means a license granted pursuant to section 53-123.15 of the Revised Statutes of Nebraska;

Sampling means consumption on the premises of a retail licensee of not more than five samples of one fluid ounce or less of alcoholic liquor by the same person in a twenty-four-hour period;

Microbrewery means any small brewery producing a maximum of ten thousand barrels of beer per year;

Craft brewery means a brewpub or a microbrewery;

Local governing body means (a) the city council of the City of Grand Island; and

Consume means knowingly and intentionally drinking or otherwise ingesting alcoholic liquor.

SECTION 2. Section 4-6 of the Grand Island City Code is hereby amended to read as follows:

§4-6. Liquor Application Procedure

The hearing will be informal and conducted by the Mayor. The hearing shall be held for the purpose of inquiring into the facts and shall not be an adversary action. Each witness may present testimony in narrative fashion or by question and answer.

The governing body or the applicant may order the hearing to be recorded by an official court reporter or by the Clerk, at the expense of the applicant.

The governing body and its representatives shall not be bound by the strict rules of evidence, and shall have full authority to control the procedures of the hearing including the admission or exclusion of testimony or other evidence. The governing body may admit and give consideration to evidence which possesses probative value commonly accepted by reasonably prudent individuals. The Mayor may limit testimony where it appears to be incompetent, irrelevant, or unduly repetitious. If there is opposition to any application and such opposition desires the opportunity to present arguments and to cross-examine the applicant and any witnesses in favor of such application, they shall choose a spokesperson to perform such function who shall notify the Mayor of his/her representation prior to the start of the hearing.

ORDINANCE NO. 9094 (Cont.)

SECTION 3. Section 4-7 of the Grand Island City Code is hereby amended to read as follows:

§4-7. Applications for Liquor License

In order to assist the council in determining the general fitness of an applicant for a retail liquor license, and the character and reputation of the applicant in the community, the applicant shall provide the city clerk at least ten days before the council hearing on the application the following information:

The application for a new license shall be submitted upon such forms as the commission may prescribe. Such forms shall contain:

(A) The name and residence of the applicant and how long he or she has resided within the State of Nebraska.

(B) The particular premises for which a license is desired designating the same by street and number if practicable or, if not, by such other description as definitely locates the premises.

(C) The name of the owner of the premises upon which the business licensed is to be carried on.

(D) A statement that the applicant is a citizen of the United States, that the applicant and the spouse of the applicant are not less than twenty-one years of age, and that such applicant has never been convicted of or pleaded guilty to a felony or been adjudged guilty of violating the laws governing the sale of alcoholic liquor or the law for the prevention of gambling in the State of Nebraska, except that a manager for a corporation applying for a license shall qualify with all provisions of this subdivision as though the manager were the applicant, except that the provisions of this subdivision shall not apply to the spouse of a manager-applicant.

(E) A statement that the applicant intends to carry on the business authorized by the license for himself or herself and not as the agent of any other persons and that if licensed he or she will carry on such business for himself or herself and not as the agent for any other person.

(F) A statement that the applicant intends to superintend in person the management of the business licensed and that if so licensed he or she will superintend in person the management of the business, and

(G) Such other information as the Nebraska Liquor Control Commission may from time to time direct. The applicant shall also submit two legible sets of fingerprints to be furnished to the Federal Bureau of Investigation through the Nebraska State Patrol for a national criminal history record check and the fee for such record check payable to the patrol.

(H) No license for the retail sale of alcoholic liquor for consumption on the premises shall be recommended for approval until the Building Department, Fire Department and Police Department have completed inspections and have certified that the premises meets all Building and Life Safety Codes. If a license is recommended for approval pending final inspections, the City Clerk shall not issue the license until such time as all inspections have been complete for full compliance.

The application shall be verified by the affidavit of the petitioner made before a notary public or other person duly authorized by law to administer oaths. If any false statement is made in any part of such application, the applicant or applicants shall be deemed guilty of perjury and upon conviction thereof, the license shall be revoked and the applicant subjected to the penalties provided by law for that crime.

SECTION 4. Section 4-8 of the Grand Island City Code is hereby amended to read as follows:

§4-8. Grounds for Revocation or Cancellation

A retail license to sell alcoholic liquors, which this council is legally empowered to revoke, may be revoked by the city council whenever it shall find, after notice and hearing as provided by law, that the holder of any such license has violated any of the provisions of said Nebraska Liquor Control Act, or of this chapter, or rule or

ORDINANCE NO. 9094 (Cont.)

regulation of the Nebraska Liquor Control Commission; or any statutory provision or ordinance of the City now existing or hereafter passed, enacted in the interest of good morals and decency; or for any one or more of the following causes:

(A) The licensee, his/her manager or agent in charge of the premises licensed, has been convicted of or has pled guilty to a felony under the laws of the State of Nebraska, or of any other state of the United States.

(B) The licensee, his/her manager or agent in charge of the premises licensed, has been convicted of or has pled guilty to being the proprietor, manager or agent in charge of a gambling house, or of pandering or other crime or misdemeanor opposed to decency and morality.

(C) The licensee, his/her manager or agent in charge of the premises licensed, has been convicted of or pled guilty to violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquors.

(D) That the licensee either swore falsely to any question in his/her application for said license, or has failed to comply with the statements and representations made by the answer to any question or questions in said application; or has failed to perform in accordance with any other statement or representation, or keep any promise, oral or written, made to the council, in connection with such licensee's request for said license.

(E) The licensee, his/her manager or agent in charge of the premises licensed, shall have forfeited bond to appear in court to answer charges for any one of the violations of law or ordinances referred to in this section.

(F) It shall be cause for revocation as herein provided if the licensee, his/her manager or agent, shall allow any live person to appear, or have reasonable cause to believe that any live person shall appear in any licensed premises in a state of nudity, to provide entertainment, to provide service, to act as hostess, manager or owner, or to serve as an employee in any capacity. For the purposes of this subsection, the term "nudity" shall mean the showing of the human male or female genitals, pubic area or buttocks, or the human female breast including the nipple or any portion below the nipple with less than a full opaque covering.

(G) It shall be cause for revocation when a licensee, his/her manager or agent in charge of the premises has successive violations that meet the Nebraska Liquor Control Commission standard of violation, the City Council may revoke or cancel the liquor license.

SECTION 4. Section 4-9 of the Grand Island City Code is hereby amended to read as follows:

SECTION 5. Sections 4-1; 4-6; 4-7; 4-8 and 4-9 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 6. 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 7. 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: November 28, 2006.

ORDINANCE NO. 9094 (Cont.)

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 28, 2006

Council Session

Item F8

**#9095 - Consideration of Change of Zoning for a Tract of Land
Proposed for Platting as Ponderosa Village Subdivision Located
West of Highway 281 and South of Rae Road from RD Residential
Development to B2 General Business**

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9095

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 part of Southeast Quarter (SE $\frac{1}{4}$) of Section 36, Township 11 North, Range 10 West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska, from RD-Residential Development Zone to B2 General Business 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 November 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 November 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, reclassified and changed from RD-Residential Development Zone to B2 General Business Zone:

A tract of land consisting of part of Outlot "C4" and part of Outlot "B" of Ponderosa Lake Estates Subdivision in the City of Grand Island, located in the Southeast Quarter (SE $\frac{1}{4}$) of Section 36, Township 11 North, Range 10 West of the 6th P.M., Hall County, Nebraska and more particularly described as follows:

Commencing at the Northeast Corner of said SE $\frac{1}{4}$ of Section 36; thence on an assumed bearing of S88°06'48"W along the north line of said SE $\frac{1}{4}$ of Section 36 a distance of 118.70 feet to the point of intersection of said north line and the west right-of-way (R.O.W.) line of U.S. Highway #281; thence continuing S88°06'48"W along the north line of said SE $\frac{1}{4}$ a distance of 260.36 feet; thence

ORDINANCE NO. 9095 (Cont.)

S02°04'52"E a distance of 50.00 feet to the point of intersection of the south R.O.W. line of Rae Road and the west R.O.W. line of James Road, said point also being the point of beginning; thence S02°04'52"E along said west R.O.W. line a distance of 39.93 feet to a point of curvature; thence around a curve in a counter clockwise direction having a delta angle of 20°13'40", an arc length of 81.20 feet, a radius of 230.00 feet and a chord bearing S11°51'01"E for a distance of 80.78 feet to a northeasterly corner of Block 4 of Ponderosa Lake Estates Fourth Subdivision in the City of Grand Island, Hall County, Nebraska; thence S77°03'36"W along a northerly line of said Block 4 Ponderosa Lake Estates Fourth Subdivision a distance of 56.28 feet to a northerly corner of said Block 4; thence S43°26'27"W along a northerly line of said Block 4 a distance of 36.32 feet to a point of curvature; thence around a curve in a clockwise direction having a delta angle of 59°57'10", an arc length of 188.35 feet, a radius of 180.0 feet and a chord bearing N31°51'47"W for a distance of 179.87 feet to a point on the south R.O.W. line of Rae Road; thence N88°06'48"E along said south R.O.W. line a distance of 156.82 feet to the point of beginning. Said tract contains 19,213 square feet of 0.44 acres more or less.

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: November 28, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 28, 2006

Council Session

Item G1

Approving Minutes of November 14, 2006 City Council Regular Meeting

Staff Contact: RaNae Edwards

OFFICIAL PROCEEDINGS

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

November 14, 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 November 14, 2006. Notice of the meeting was given in *The Grand Island Independent* on November 8, 2006.

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

INVOCATION was given by Pastor Sheri Lodel, Calvary Lutheran Church, 1304 North Custer Avenue followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Vavricek commented on the following:

- City Administrator Gary Greer's birthday - November 15th
- Introduced Community Youth Council members Sara Kuta and Sam Schneider

President/Mayor Elect Margaret Hornady explained the process she would use to fill her seat on City Council Ward 2. Deadline for applications was Thursday, November 30, 2006 followed by committee selection, interviews, recommendation by the new Mayor, and approval by council.

PRESENTATIONS AND PROCLAMATIONS:

Presentation of Certificate of Merit to Bill and Betty James for Efforts to Clean Up Indian Acres. The Mayor presented a Certificate of Merit to Bill and Betty James for work they performed to help cleaning up Indian Acres. Bill and Betty James were present for the presentation.

Recognition of Tom and Kim Dinsdale "Nebraska's Philanthropists of the Year". The Mayor and City Council recognized Tom and Kim Dinsdale for being named "Nebraska's Philanthropists of the Year" by the Association of Fundraising Professionals. Mr. & Mrs. Dinsdale have given of their time and talents to many non-profit organizations within the community. Tom and Kim Dinsdale were present for the recognition.

Recognition of Jeff Wattier, Danelle Collins, and Joel Hestermann for Service in the Armed Forces. The Mayor and City Council recognized Jeff Wattier, Solid Waste Superintendent; Danelle Collins, Public Works Administrative Assistant; and Joel Hestermann, Police Officer for their service in the Armed Forces. All three city employees were present for the recognition.

PUBLIC HEARINGS:

Public Hearing on Request of B & R Stores, Inc. dba Super Saver #19, 1602 West 2nd Street for a Class "C" Liquor License. RaNae Edwards, City Clerk reported that an application had been received from B & R Stores, Inc. dba Super Saver #19, 1602 West 2nd Street for a Class "C" Liquor License. Ms. Edwards mentioned that this item had been before the City Council on October 24, 2006 and was referred to the November 14, 2006 meeting to allow Super Saver to submit a plan. Presented were the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on October 2, 2006; notice to the general public of date, time, and place of hearing published on November 4, 2006; notice to the applicant of date, time, and place of hearing. Staff recommended approval. Fred Groenke, 2308 West Charles Street spoke in support of the application. No further public testimony was heard.

Public Hearing on Request from Geotechnical Services, Inc. for a Conditional Use Permit for Temporary Placement of a Soil Vapor Extraction Trailer Located at 417 North Sycamore Street. Craig Lewis, Building Department Director reported that Geotechnical Services on behalf of R D & D, Inc. requested the temporary placement of a soil vapor extraction trailer located at 417 North Sycamore Street to remove free phase petroleum from groundwater at the site. Staff recommended approval for a two year period with the stipulation that displaced landscaping be installed within six months of approval. No public testimony was heard.

Public Hearing on Acquisition of Sidewalk Easement Located at 720 West Stolley Park Road. (John and Colleen Street) Steve Riehle, Public Works Director reported that a public easement was needed for the installation of sidewalks adjacent to the property at 720 East Stolley Park Road and that the property owners were installing sidewalk along the east side of Adams Street. No public testimony was heard.

Public Hearing on Acquisition of Right-of-Way along the South Side of Capital Avenue, 2490 Carleton Avenue, 2449 Carleton Avenue, and 2485 N. Diers Avenue. (John R. Menard) Steve Riehle, Public Works Director reported that acquisition of public street right-of-way and temporary construction easements were needed along Capital Avenue for the widening of Capital Avenue from the Moores Creek Drainway to Webb Road. Midwest Right-of-Way Services, Inc. had successfully negotiated many properties along Capital Avenue, but there remained a few that had reached no agreement. Eminent domain may have to be used to acquire all property needed to accomplish the project. Staff recommended acquisition of the public street right-of-way and the temporary construction easement by eminent domain if necessary. No public testimony was heard.

Public Hearing on Acquisition of Right-of-Way along 3426 West Capital Avenue. (Robert D. and Patricia J. Hancock) Steve Riehle, Public Works Director reported that acquisition of public street right-of-way and temporary construction easements were needed along Capital Avenue for the widening of Capital Avenue from the Moores Creek Drainway to Webb Road. Midwest Right-of-Way Services, Inc. had successfully negotiated many properties along Capital Avenue, but there remained a few that had reached no agreement. Eminent domain may have to be used to acquire all property needed to accomplish the project. Staff recommended acquisition of the

public street right-of-way and the temporary construction easement by eminent domain if necessary. No public testimony was heard.

Public Hearing on Acquisition of Right-of-Way along 3428 West Capital Avenue. (Poland Oil, Inc. aka Sapp Bros.) Steve Riehle, Public Works Director reported that acquisition of public street right-of-way and temporary construction easements were needed along Capital Avenue for the widening of Capital Avenue from the Moores Creek Drainway to Webb Road. Midwest Right-of-Way Services, Inc. had successfully negotiated many properties along Capital Avenue, but there remained a few that had reached no agreement. Eminent domain may have to be used to acquire all property needed to accomplish the project. Staff recommended acquisition of the public street right-of-way and the temporary construction easement by eminent domain if necessary. Greg Epp, 1013 South Adams Street spoke in opposition explaining access to his business would cause traffic congestion off St. Patrick Street and Capital Avenue. Curtis Cellar, owner of Library Lounge spoke in opposition. No further public testimony was heard.

ORDINANCES:

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

#9087 – Consideration of Amendments to Chapter 22 of the Grand Island City Code Relative to Snow Emergency Routes

#9088 – Consideration of Vacating a 25’ Utility/Trail Easement along Lots Five (5) and Six (6) of Cedar Ridge Second Subdivision (GILD Investments, LLC)

#9089 – Consideration of Amended and Restated Participation Agreement for the Public Power Generation Agency Project

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.

Steve Riehle, Public Works Director explained the changes in Ordinance #9087, the Snow Emergency Route. Mr. Riehle reported that Ordinance #9088 would vacate a 25’ easement in Cedar Ridge Second Subdivision that had no utilities and was not needed for a trail.

David Springer, Finance Director explained that Ordinance #9089 was to change wording at the request of bond counsel to the Amended and Restated Participation Agreement with the Public Power Generating Agency for the new 220 MW coal fired power plant to be built in Hastings, Nebraska.

Motion by Pielstick, second by Gilbert to approve Ordinances #9087, #9088, and #9089.

City Clerk: Ordinances #9087, #9088, and #9089 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 #9087, #9088, and #9089 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 #9087, #9088, and #9089 are declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Agenda item G-10 was pulled for further discussion. Motion by Hornady, second by Nickerson to approve the Consent Agenda excluding item G-10. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of October 24, 2006 City Council Regular Meeting. Councilmember Whitesides abstained.

Approving Appointment of Tom Graves to the Grand Island Facilities Corporation Board.

#2006-327 – Approving Final Plat and Subdivision Agreement for Sundance Subdivision. It was noted that Anthony and Kathleen Seitz, owners had submitted the final plat for Sundance Subdivision located on a tract of land comprising NE1/4NW1/4 of Section 12-11-9 for the purpose of creating 2 lots on approximately 14.720 acres.

#2006-328 – Approving Contract for Long Term Disability with The Standard Insurance Company.

#2006-329 – Approving Bid Award for Feedwater Heater Tube Bundle with American Exchanger Services, Inc. of Hartford, Wisconsin in an amount of \$310,115.00.

#2006-330 – Approving Agreement for Engineering Consulting Services for Composting System Improvements at the Waste Water Treatment Plant with CH2M Hill of Englewood, Colorado in an Amount not to exceed \$399,200.00.

#2006-331 – Approving Acquisition of Sidewalk Easement at 720 West Stolley Park Road. (John and Colleen Street)

#2006-332 – Approving Acquisition of Right-of-Way Along the South Side of Capital Avenue; 2490 Carlton Avenue, 2449 Carlton Avenue, and 2485 N. Diers Avenue. (John R. Menard)

#2006-333 – Approving Acquisition of Right-of-Way Along 3426 West Capital Avenue. (Robert D. and Patricia J. Hancock)

#2006-335 – Approving Service Maintenance Agreement for GITV Operations with Audiovisual, Inc. (AVI) of Omaha, Nebraska in the Amount of \$3,947.00.

#2006-336 – Approving the Grand Island Area Habitat for Humanity Environmental Review for Release of Funds.

#2006-337 – Approving Change Order No. 4 in the amount of \$1,100.00, Change Order No. 5 in the amount of \$1,263.00 and Change Order No. 6 in the amount of \$1,668.00 for a decrease to the contingency fund to \$150,230.00 with Chief Construction of Grand Island, Nebraska for the Law Enforcement Center.

#2006-338 – Approving State Bid Contract for Three (3) 2007 Ford Crown Victoria Police Vehicles from Anderson Ford of Grand Island, Nebraska in an Amount of \$63,696.00.

#2006-334 – Approving Acquisition of Utility Easement Along 3428 West Capital Avenue (Poland Oil, Inc. aka Sapp Bros.) Discussion was held concerning access off Capital Avenue and St. Patrick Street and the location of the entrance to Sapp Bros. Matt Rief, Engineer with Olsson Associates explained the design was the best access for this property. He stated there was currently a problem with east bound traffic turning left onto the Sapp Bros. property. Steve Riehle, Public Works Director mentioned this project was approved by the State of Nebraska and was being funded by Federal funds in the amount of 80% with a City match of 20%.

Motion by Hornady, second by Nickerson to approve Resolution #2006-334. Upon roll call vote, Councilmember's Meyer, Whitesides, Pauly, Hornady, Walker, and Haase voted aye. Councilmember's Gilbert and Nickerson voted no. Councilmember Pielstick abstained. Motion adopted.

REQUESTS AND REFERRALS:

Consideration of Request from Geotechnical Services, Inc. for a conditional Use Permit for Temporary Placement of a Soil Vapor Extraction Trailer Located at 417 North Sycamore Street. Craig Lewis, Building Department Director reported this item related to the aforementioned Public Hearing.

Motion made by Hornady, second by Pauly. Upon roll call vote, all voted aye. Motion adopted.

Consideration of Request from Wayne E. Vian for Ashlar Lodge No. 33 AF & AM for Permission to Dedicate the Cornerstone at the New Law Enforcement Facility. Wayne E. Vian representing the Mason's requested the Grand Island City Council's permission to dedicate the cornerstone at the new Law Enforcement Facility.

Motion by Pielstick, second by Walker to approve the request of the Mason's to direct staff to dedicate the cornerstone at the new Law Enforcement Facility. Upon roll call vote, all voted aye.

Consideration of Request from Wayne E. Vian for Ashlar Lodge No. 33 AF & AM for Permission to Dedicate the Cornerstone at the Heartland Events Center. Wayne E. Vian representing the Mason's requested the Grand Island City Council's permission to dedicate the cornerstone at the Heartland Events Center.

Motion by Pielstick, second by Walker to approve the request of the Mason's to dedicate the cornerstone at the Heartland Events Center. Upon roll call vote, all voted aye.

Consideration of Water Main District Options, Parkview Area. Gary Mader, Utilities Director reported that Water Main District No. 454 was created by residents in the Parkview area to provide extension of the municipal water system throughout the subdivision. The district was ultimately protested and discontinued. The City recently received a new request for creation of a modified district, one serving a reduced area.

David Fairchild, 2507 Commerce spoke in opposition to the proposed district due to costs. He wanted the Council to consider the original district. Jody Nelson, 2521 Commerce spoke in support. Flora Bolin, 2422 Pioneer Blvd. spoke in opposition.

Discussion was held concerning costs, design, and the process of protests. Gary Greer, City Administrator commented on the importance of moving forward with a district in the Parkview area. It was mentioned that a vote tonight would not create a district, but give staff a go ahead with the intention of bringing the creation of a water main district to the November 28, 2006 City Council meeting.

Motion by Nickerson, second by Walker to approve consideration of a water main district in the Parkview area. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2006-326 – Approving Request of B & R Stores, Inc. dba Super Saver #19, 1602 West 2nd Street for a Class “C” Liquor License and Liquor Manager Designation for Fred M. Groenke, 2308 West Charles Street. RaNae Edwards, City Clerk reported that this item related to the aforementioned Public Hearing. Also included was the request from Fred M. Groenke, 2308 West Charles Street for a liquor manager designation.

Motion by Walker, second by Whitesides to approve Resolution #2006-326. Upon roll call vote, Councilmember's Whitesides, Pielstick, Gilbert, Nickerson, Pauly, Hornady, Walker, and Haase vote aye. Councilmember Meyer voted no. Motion adopted.

#2006-339 – Consideration of Economic Development Incentive Agreement with CNH America LLC. Marlan Ferguson, Economic Development President reported that CNH America (Case IH/New Holland) had submitted an application for LB840 funding for expansion to the current facility to accommodate the addition of self propelled hay harvesting equipment and the addition of approximately 80 to 100 new full time jobs. Requested was \$200,000 for job creations, \$100,000 for plant expansion, and \$25,000 for training.

Steve Lee, Plant Manager spoke in support.

Motion by Walker, second by Gilbert to approve Resolution #2006-339. Upon roll call vote, all vote aye. Motion adopted.

#2006-340 – Consideration of Economic Development Incentive Agreement with O’Neill Wood Resources. Marlan Ferguson, Economic Development President reported that O’Neill Wood Resources had submitted an application for LB 840 funding in the amount of \$45,000 to create 15 full time jobs. This new business would provide recycling services for clean wood waste to create animal bedding, bio-fuel and mulch.

Pat O’Neill, Owner of O’Neill Wood Resources spoke in support.

Motion by Whitesides, second by Gilbert to approve Resolution #2006-340. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Hornady, second by Hronady to approve the Claims for the period of October 25, 2006 through November 14, 2006, for a total amount of \$3,805,147.78. Motion adopted unanimously.

Motion by Hornady, second by Haase to approve the following Claims for the Library Expansion for the period of October 11, 2006 through November 14, 2006:

#40	\$25.00
#41	\$20,564.45
#42	\$649,435.49
#43	\$1,000.00

Motion adopted unanimously.

ADJOURNMENT: The meeting was adjourned at 9:10 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, November 28, 2006

Council Session

Item G2

Approving Minutes of November 21, 2006 City Council Study Session

Staff Contact: RaNae Edwards

OFFICIAL PROCEEDINGS

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

November 21, 2006

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on November 21, 2006. Notice of the meeting was given in the *Grand Island Independent* on November 15, 2005.

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, and Interim City Attorney Dale Shotkoski.

INVOCATION was given by Reverend Dr. George Mullins, First Christian Church, 2400 West 14th Street followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Vavricek commented on the following:

- City Council Retreat scheduled for January, ideas should be submitted to City Administrator Gary Greer

Review of Chapter 4 of the Grand Island City Code Relative to Alcoholic Beverages. Dale Shotkoski, Interim City Attorney reported that one of the goals set this year by Administration, Mayor and City Council was to revise and update the Grand Island City Code.

The City Code Revision Committee, along with the City Administrator, Chief of Police, and Building Department Director met to review and discuss changes to Chapter 4 of the Grand Island City Code, Alcoholic Beverages.

The following revisions were presented:

- **Section 4-1. Definitions.** Current definitions in Section 4-1 would be replaced with definitions of the State Statutes of Nebraska, which would allow the City of Grand Island to be in conformity with state statutes.
- **Section 4-6. Liquor Application Procedure** The language in Section 4-6 pertaining to the specifics of the order of the proceedings has been simplified to confirm with state statutes.
- **Section 4-7. Applications for Liquor Licenses.** The language in Section 4-7 would be replaced with language contained in Section 53-131.01 of the Revised Statutes of Nebraska. This would allow the city to be in conformity with state statutes. Added to Section 4-7 is paragraph (H), wherein it is stated that the license shall not be issued until approval of all inspections has been met.

- **Section 4-8. Grounds for Revocation.** Section 4-8 would be amended to include not only possible revocation, but also cancellation. Included in this section is paragraph (G), which allows for revocation or cancellation when successive violations occur.

The City received requests for policy changes to the code from outside agencies regarding Section 4-9 Hours of Operation and Section 4-20 Minors Not Permitted After 9:00 p.m. Mr. Shotkoski stated the current hours of operation section in the code was somewhat confusing. There had been several requests to allow alcohol sales on New Year's Eve which falls on a Sunday this year. Current code does not allow sales after midnight on Sunday's. It was proposed by many liquor license establishments to adopt the same hours as many other cities, such as Lincoln. The following is their code language:

- (A) No alcoholic liquor, including beer, shall be sold at retail or dispensed on any day between the hours of 1:00 a.m. and 6:00 a.m.
- (B) No alcoholic liquor, including beer, shall be sold at retail or dispensed between the hours of 6:00 a.m. and 12:00 noon on Sunday.
- (C) Alcoholic liquor, including beer, may be sold at retail and dispensed from 12:00 noon on Sunday until 1:00 a.m. the following Monday.

Project Extra Mile was concerned about minors being given access to the bar environment and requested Section 4-20 be amended to read as follows:

“It shall be unlawful for any licensed retailer or his, her, or its agent or employee to suffer or permit any minor to be or remain in any room or compartment of such licensed premises after 9:00 p.m. of any day; provided, that this section shall not apply to any licensed premises which derives sixty percent (60%) or more of its principal business from the sale or services or other commodities other than alcoholic liquor.”

The following people spoke regarding the liquor license changes:

Jim Phipps representing Skagway spoke in support of changes to the hours of operation.

Dale Nielson representing the Elks Lodge spoke of concerns to minors in business after 9:00 p.m. and questioned whether minors attending wedding receptions, anniversary celebrations, etc. would have to leave at 9:00 p.m.

Deb Wetzel spoke of concerns of minors in bars after 9:00 p.m. and teen nights in bars.

Lex Ann Roach representing Project Extra Mile spoke in support of not allowing minors in bars after 9:00 p.m.

Rick Wiseman representing Grand Island Liquor Mart spoke in support of extending hours of operation on Sunday.

Heather Tjaden representing Central Nebraska Council on Alcoholism spoke in support of limiting minors in bars after 9:00 p.m.

A lengthy discussion was held regarding minors in bars after 9:00 p.m. and the definition of a restaurant versus a bar and how this would be enforced. Definition of a minor would be anyone under 21 years of age.

City Administrator Gary Greer commented that non-profit corporations would be exempt from this part of the code regarding minors. Also it was the intent of the committee that wedding receptions, anniversary, birthday celebrations, etc. would be exempt.

Lorri Rogers with the Nebraska State Patrol answered the question regarding the number of minors in bars and that it was very hard to enforce. Mentioned were teen nights at night clubs and the problems of kids in the streets, parking lots, etc.

Police Chief Steve Lamken stated the Police Department does bars checks after 11:00 p.m. as often as possible. Mentioned were establishments that allow and serve minors in their business which causes the Police Department the most trouble.

Mayor Vavricek stated this issue would be brought back to the City Council at the November 28, 2006 meeting.

ADJOURNMENT: The meeting was adjourned at 8:25 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, November 28, 2006

Council Session

Item G3

Approving Preliminary Plat for Prairie Acres Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: November 28, 2006

Subject: Prairie Acres Subdivision - Preliminary Plat

Item #'s: G-3

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

Background

This preliminary plat proposes to create 190 lots on a tract of land comprising a part of the E1/2 SW1/4 12-T 11N-R10W in the city of Grand Island, Hall County, Nebraska. This land consists of approximately 69.4 acres. This subdivision appears to meet all of the requirements for a legal subdivision in the City of Grand Island. Sewer and water are available to the property. This property is zoned R4 High Density Residential. Residential development with up to 43 units per acre is allowed in the zone. The development as proposed would be between 4.5 and 9 units per acre. The developer is proposing to include a 4 acre park within the development and will be building standard city streets, sewer and water lines throughout the subdivision. The drainage from this property has been accounted for in the Moore's Creek Drainway project and that project is adjacent to the property on its east side.

Discussion

Planning Commission opened this topic for public discussion at the meetings on October 4th and November 1st. Several members of the public voiced concerns about the quality of construction and timeliness of progress of other projects undertaken by the developer. Mr. Shafer stated that he would not be building the roads or other infrastructure in the subdivision but would be hiring qualified firms to perform that work to city standards. Council for the lenders funding this project stated that they had worked with Mr. Shafer on other projects and that he had completed those projects in a timely manner. Council also stated that the lenders would be providing oversight on this project.

Chairman O'Neill stated that this project meets a need in the community; is consistent with the comprehensive plan and future land use map; and appears to meet all of the standards set by the City of Grand Island. The preliminary plat for Prairie Acres Subdivision was considered. A motion was made by Hayes and seconded by Monter to approve the preliminary plat as presented. A roll call vote was taken and the motion

carried with 10 members present voting in favor (Miller, Amick, O'Neill, Ruge, Hayes, Reynolds, Monter, Eriksen, Brown, Haskins) and 2 members present voting against (Niemann, Snodgrass).

Alternatives

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

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

Recommendation

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

Sample Motion

Motion to approve as recommended.

Prairie Acres Subdivision Summary

Developer/Owner

Shafer Commercial Properties LLC
Joel Shafer, Member Manager
920 Diers Avenue
Grand Island, NE 68803
(308) 398-1722

190 Lots including 4 large lots for apartment or office use along 13 and State Streets and 1 large lot 4 acres proposed in the interior of the subdivision.

Size: 69.4 Acres

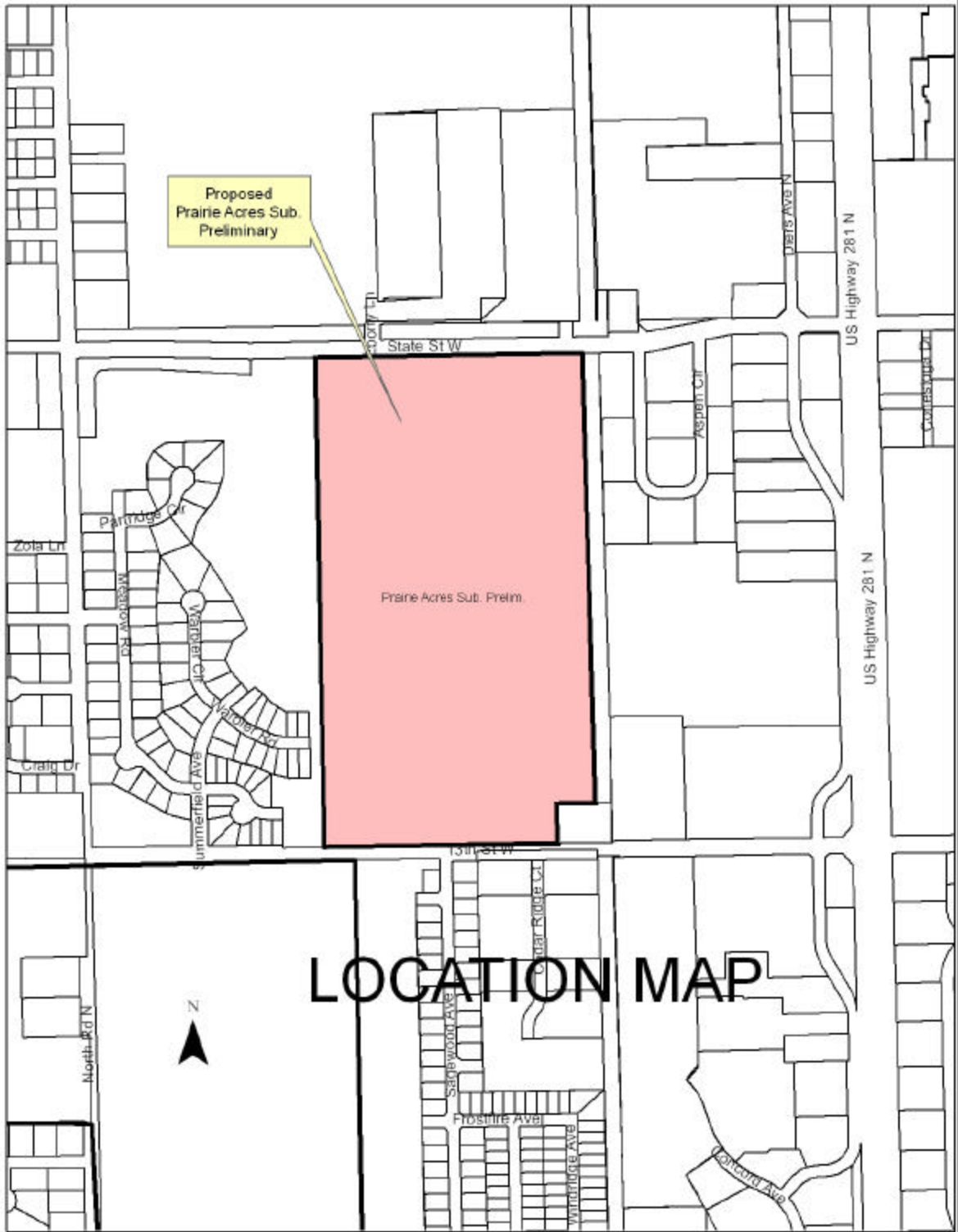
Zoning R4 High Density Residential

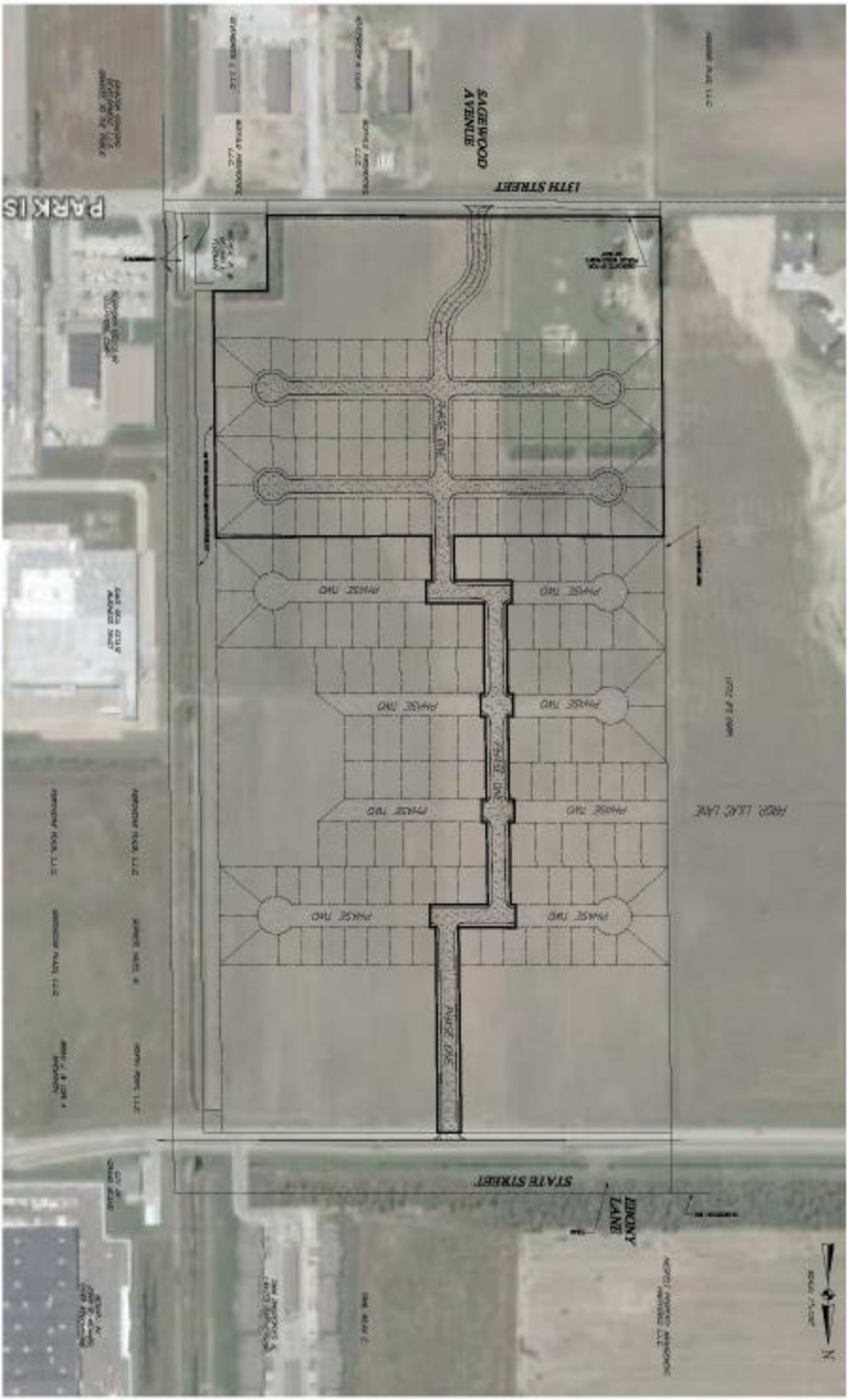
Road Access: Public Streets will be built throughout the subdivision. All proposed streets are 37' wide concrete curb and gutter.

Water: City water will be extended throughout the subdivision.

Sewer: City sewer will be extended throughout the subdivision.







LEGAL DESCRIPTION:
 A portion of the 1/4 Section 10, Township 10N, Range 10E, County of Lincoln, Nebraska, containing approximately 1.00 acre, more or less, as shown on the attached map.

"900' RADIUS MAP"
 PROPOSED
 PRAIRIE ACRES SUBDIVISION

BEAUSART
 CONSULTANTS, LLC
 1001 AND 1002ND, LINCOLN, NE



City of Grand Island

Tuesday, November 28, 2006

Council Session

Item G4

**#2006-341 - Approving Final Plat and Subdivision Agreement for
Ponderosa Village Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: November 28, 2006

Subject: Ponderosa Village Subdivision – Final Plat

Item #'s: G-4

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

Background

This final plat proposes to create 4 lots on a tract of land consisting of part of Outlot B and part of Outlot C4 of Ponderosa Lake Estates Subdivision, all of Block 4 and all of Block 5 of Ponderosa Lake Estates Fourth Subdivision and vacated James Road Right of Way located in the Southeast Quarter (SE1/4) of Section 36, Township 11 North, Range 10 West of the 6th P.M., City of Grand Island, Hall County, Nebraska. This land consists of approximately 4.49 acres. Approval of this plat is contingent upon approval of the rezoning request on this property.

Discussion

The final plat for Ponderosa Village Subdivision was considered by the Regional Planning Commission at the November 1, 2006 meeting. A motion was made by Hayes and seconded by Ruge to approve the plats as presented. A roll call vote was taken and the motion carried with 12 members present voting in favor (Miller, Amick, O'Neill, Ruge, Hayes, Haskins, Eriksen, Brown, Reynolds, Niemann, Monter, Snodgrass).

Alternatives

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

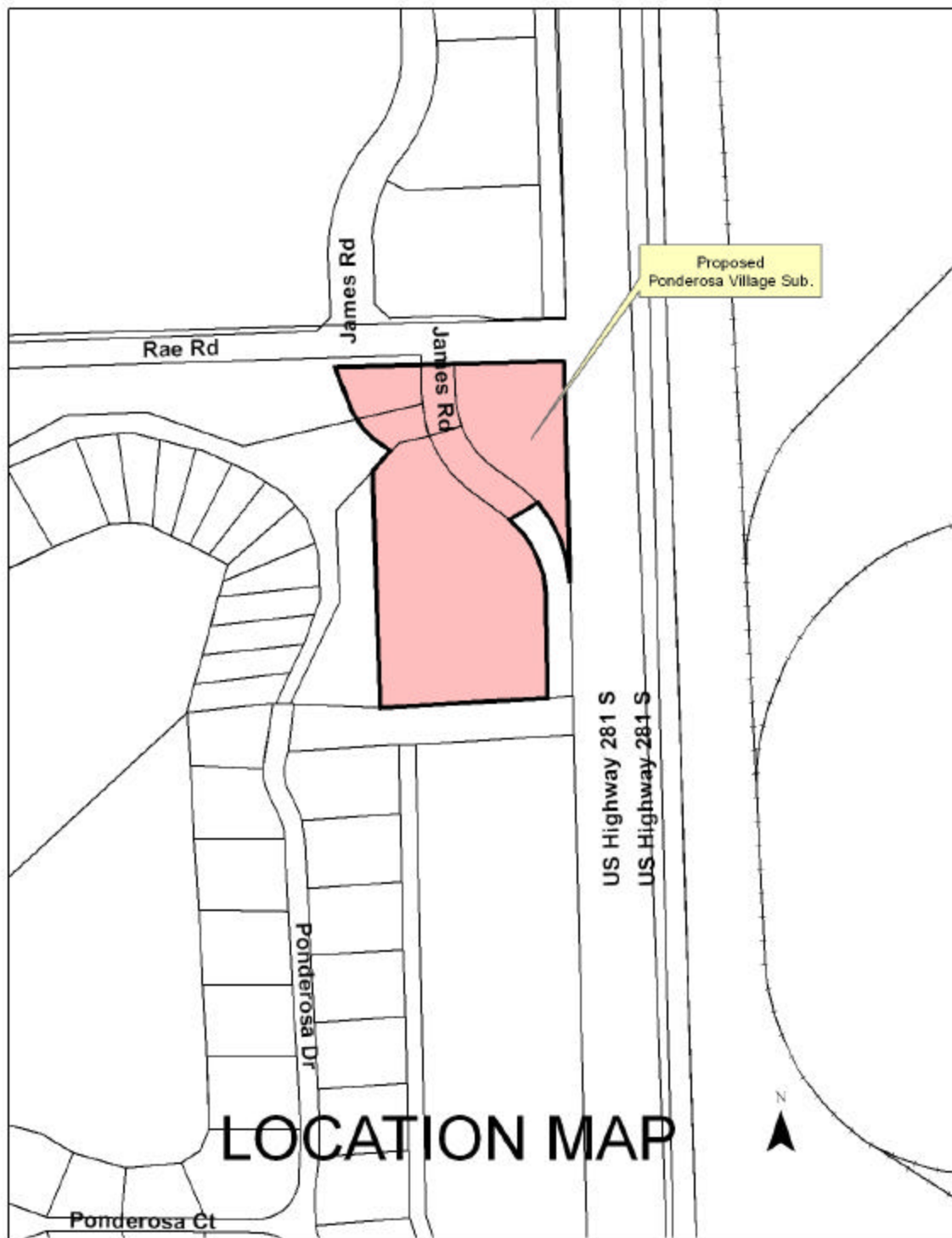
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Motion to approve as recommended.



Ponderosa Village Subdivision Summary

Developer/Owner

Husker Retail Group LLC
Roger Bullington, Manager
3730 South 14th Street
Lincoln, NE 68502
(402) 380-2689

Four commercial lots west of U.S. Highway 281 and south of Rae Road.

Size: 4.49 Acres

Zoning B2 General Business Zone

Road Access: Public Streets will be built throughout the subdivision. All proposed streets are 41' wide concrete curb and gutter.

Water: City water will be extended throughout the subdivision.

Sewer: City sewer will be extended throughout the subdivision.



RESOLUTION 2006-341

WHEREAS, Husker Retail Group, L.L.C., a limited liability company, as owner, have caused to be laid out into a lot, a tract of land located in the Southeast Quarter (SE ¼) of Section 36, Township 11 North, Range 10, West of the 6th P.M., Hall County, Nebraska, said tract containing 4.49 acres, more or less, under the name of PONDEROSA VILLAGE SUBDIVISION, and have caused a plat thereof to be acknowledged by them; 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 owners 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 SUNDANCE 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, November 28, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 21, 2006	☐ City Attorney



City of Grand Island

Tuesday, November 28, 2006

Council Session

Item G5

**#2006-342 - Approving Amendments to Personnel Rules &
Regulations Relative to Severance Pay**

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: November 28, 2006

Subject: Revision to Personnel Rules

Item #'s: G-5

Presenter(s): Brenda Sutherland, Human Resources Director

Background

The City Council approved changes to the Personnel Rules that became effective on October 1, 2006. Administration became aware of “wording” issues in municipal policy through a League of Municipalities meeting. The issue revolved around the term severance pay. The advice given to members of the League of Municipalities was that to use the term “severance pay” was not appropriate.

Discussion

City Administration has reviewed the Personnel Rules and found the term severance pay under Section 3.04 RESIGNATIONS, RETIREMENTS, AND LAYOFFS. The manner in which the City handles this situation is more accurately described with the language change that is proposed as follows:

SEVERANCE PAY CONSIDERATION GIVEN FOR RELEASE OF ALL CLAIMS AGAINST THE CITY: Employees with 5 or more years of continuous employment with the City whose employment is terminated by a reduction in force will be entitled to ~~severance~~consideration-pay equal to one month's pay ~~-for the release of all claims against the City.~~ Employees who retire or are terminated through disciplinary action will not receive ~~severance—pay~~this consideration. The Mayor may grant ~~severance pay~~consideration in resignation cases when deemed appropriate. The Mayor may grant ~~severance~~consideration-pay greater than one month's pay upon a determination that such action is in the best interest of the City.

The aforementioned changes more accurately describes the way the City has actually handled these cases in the past. It does not change the way the City has or will handle future events of this nature. It merely uses language to more accurately reflect the action.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the amendment to the City Personnel Rules to reflect the language change as proposed to the section currently referred to as “SEVERENCE PAY” under Section 3.04.

Sample Motion

Motion to approve proposed changes to City Personnel Rules.

RESOLUTION 2006-342

WHEREAS, on October 26, 1996, by Resolution 96-294, the City of Grand Island adopted the *City Personnel Rules and Regulations*; and

WHEREAS, the City Council may, by resolution, amend said rules and regulations; and

WHEREAS, Section 3.04 – Resignations, Retirements and Layoffs is hereby amended to read as follows:

~~SEVERANCE PAY CONSIDERATION GIVEN FOR RELEASE OF ALL CLAIMS AGAINST THE CITY:~~ Employees with 5 or more years of continuous employment with the City whose employment is terminated by a reduction in force will be entitled to ~~severance consideration~~ equal to one month's pay for the release of all claims against the City. Employees who retire or are terminated through disciplinary action will not receive ~~severance pay~~ this consideration. The Mayor may grant consideration resignation cases when deemed appropriate. The Mayor may grant ~~severance consideration~~ greater than one month's pay upon a determination that such action is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the amendments to the City Personnel Rules and Regulations as outlined above and hereby approved and adopted.

- - -

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form
November 21, 2006 _____
City Attorney



City of Grand Island

Tuesday, November 28, 2006

Council Session

Item G6

**#2006-343 - Approving Interlocal Cooperation Agreement with
Hall County Airport Authority for Law Enforcement Security at
the Airport**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: November 28, 2006

Subject: Interlocal Agreement with the Hall County Airport Authority for Law Enforcement Services.

Item #'s: G-6

Presenter(s): Steven Lamken, Police Chief

Background

The Department of Homeland Security has a terrorism threat level system that uses colors to identify the threat level in our nation. All airports are required to have law enforcement officers present for passenger boarding screening for commercial airline flights when the threat level is at orange or higher. The Transportation Safety Agency, TSA, will not screen passengers for boarding without the presence of a law enforcement officer.

Discussion

The current terrorism threat level is orange. The Grand Island Airport is required to have law enforcement officers present for screening of all passengers boarding commercial flights to be able to maintain commercial service from our airport. The Police Department is currently providing this service and will continue to do so to maintain commercial service at the Regional Airport.

The TSA provides a funding program for airports to reimburse local law enforcement agencies for law enforcement security. The TSA rate of reimbursement is \$25.19 per hour. The TSA funds are paid to the Airport Authority and not paid directly to the law enforcement agency. The Airport Authority Interlocal Agreement with the Police Department allows for the Airport Authority to receive the reimbursement and pay the Police Department the \$25.19 per hour rate to help offset the cost of law enforcement services. The reimbursement rate covers a majority of the costs of providing the service.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the interlocal agreement with the Hall County Airport Authority for law enforcement services with the City.

Sample Motion

Motion to approve the interlocal agreement with the Hall County Airport Authority for law enforcement services with the City.

**INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN
THE HALL COUNTY AIRPORT AUTHORITY
AND
THE CITY OF GRAND ISLAND**

THIS INTERLOCAL COOPERATION AGREEMENT is entered into this _____ day of _____, 2006, by and between the HALL COUNTY AIRPORT AUTHORITY, a Political Subdivision (“Airport Authority”) and the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation (“City”).

1. **STATEMENT OF PURPOSE.** The purpose of this Agreement is to establish a program by which the City will provide to the Airport Authority uniformed, sworn and certified police officers to carry out the operational terms and conditions of the LAW ENFORCEMENT PERSONNEL REIMBURSEMENT AGREEMENT (“RA”) entered into between the Transportation Security Administration (“TSA”) and the Airport Authority dated June 15, 2004 which Agreement was recently extended by TSA through September 30, 2007.

2. **CITY’S RESPONSIBILITIES AND DUTIES.** The City's responsibilities and duties shall include:

- a. The City will assign police officers (“LEOs”) to the Central Nebraska Regional Airport (“Airport”) to fulfill the duties and responsibilities of Security Directive SD 1542-02-07 (series) as adopted or other subsequent and superseding regulations or documents regarding law enforcement services.
- b. The City shall have sole and exclusive discretion to assign, supervise and evaluate its LEOs assigned pursuant to the preceding paragraph. The parties agree that the

LEOs provided by the City in furtherance of the RA shall continue as employees of the City and are not employees of the Airport Authority.

- c. All LEOs assigned to the Airport shall be trained, qualified, certified, sworn, uniformed and competent to carry out the operational duties of the RA. The Airport Authority shall provide TSA/FAA training materials to the City at no cost.
- d. The City shall provide to the Airport Authority such reports, records, information and documents as are necessary for the Airport Authority to carry out its responsibilities and duties pursuant to the RA and to obtain reimbursement as provided in the Agreement.
- e. As mandated by the TSA in the RA, TSA shall have the right to examine or audit relevant financial records for a period of three (3) years after expiration of the terms of this Agreement as follows:

- (i) As used in this clause, the term “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

- (ii) The City shall maintain and authorized Federal officials shall have the right to examine and audit all records and other evidence sufficient to reflect properly all hours claimed to have been incurred in performance of this Agreement. This right of examination shall include inspection at all reasonable times of the City’s offices, or parts of them, engaged in performing services pursuant to this Agreement. The City, upon request shall provide notice to TSA of the location and custodian of supporting documentation to include Time Sheets, Payroll Report or Other Documentation that substantiates the hours worked under this Agreement and will make them available for review during normal working hours when requested by an authorized Federal official.

- (iii) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the City’s directly pertinent records involving transactions related to this Agreement. This Article may not

be construed to require the City to create or maintain any record that it does not maintain in the ordinary course of business or pursuant to a provision of law.

(iv) The City shall make available at its office at all reasonable times the records, materials and other evidence described in preceding sections (i), (ii) and (iii) of this article, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement, or for any longer period required by statute or by other clauses of the RA. In addition:

(1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for three (3) years after any resulting final termination settlement; and

(2) Records relating to appeals under the "Contract Disputes" clause or to litigation or the settlement of contract disputes arising under or relating to the RA shall be made available until such appeals, litigation, or contract disputes are finally resolved.

f. RECORDS AND RELEASE OF INFORMATION. In the course of service under this Agreement, The LEOs will have access to certain information called "Sensitive Security Information" or "SSI", which is protected by Federal statute and regulation. LEOs may also create and maintain records that contain SSI, such as investigative reports that relate to aviation security. SSI is specifically defined in 49 CFR 1520.7. The City and LEOs assigned to work under this Agreement are subject to the duties and requirements imposed by 49 CFR Part 1520, Protection of Sensitive Security Information. As such, they may not publicly disclose SSI in any context, including litigation or pursuant to a state open records act request, without the advance approval of TSA as provided in 49 CFR part 1520. If a party in a legal proceeding seeks SSI in discovery or otherwise seeks disclosure of SSI from a LEO performing duties under this agreement, the City and LEO must provide **immediate** notice of the request for SSI to the Airport Authority, who will, in turn, forward the request to the TSA. TSA will then advise the

City and LEOs how to proceed. LEOs asked to testify about purely factual matters that do not reveal SSI may do so without consultation with TSA. All records created by LEOs that contain SSI shall be marked with the following legend:

WARNING: THIS DOCUMENT CONTAINS SENSITIVE SECURITY INFORMATION THAT IS CONTROLLED UNDER THE PROVISIONS OF 49 CFR PART 1520. NO PART OF THIS DOCUMENT MAY BE RELEASED WITHOUT THE WRITTEN PERMISSION OF THE ADMINISTRATOR OF THE TRANSPORTATION SECURITY ADMINISTRATION, WASHINGTON D.C. UNAUTHORIZED RELEASE MAY RESULT IN CIVIL PENALTY OR OTHER ACTION. FOR U.S. GOVERNMENT AGENCIES, PUBLIC AVAILABILITY IS DETERMINED UNDER 5 U.S.C. 552.

3. AIRPORT AUTHORITY RESPONSIBILITIES AND DUTIES. The Airport Authority responsibilities and duties shall include:

- a. The Airport Authority shall reimburse the City for providing LEOs for the Airport as provided herein at the rate of TWENTY FIVE DOLLARS SIXTEEN CENTS (\$25.16) per hour. Billing for reimbursement shall be based on time increments of 0.5 hours with a minimum billing period of not less than 2.0 hours. The foregoing amount shall be payable by Authority to the City within 30 days of receipt of periodic statements to be sent by the City to the Airport Authority. Additionally, if the Airport Authority wishes to have the City establish an off- site work station at the Airport, the Airport Authority shall pay to the City a one time charge to be negotiated by the parties.

- b. The Airport Authority shall advise the City of any operational deficiencies the Authority finds or receives notice of in the performance of this Agreement by the LEOs.
- c. The Airport authority shall provide premises at the Airport for the LEOs assigned to the Airport which are suitable for performance of the duties required by the RA.
- d. The Airport Authority shall consult regularly with the City concerning the RA to request any modifications to this Agreement which are deemed reasonable, appropriate and prudent and in conformity with the RA and associated documents.

4. DURATION. This Agreement shall remain in full force and effect during the duration of the RA. Said Agreement is currently scheduled to terminate on September 30, 2007, unless earlier terminated by the Airport Authority, the TSA, or the City. If the RA is further extended by the TSA, the hourly payment from the Airport Authority to the City shall be renegotiated based upon the City's then existing personnel costs. Notwithstanding the foregoing, this Agreement may be terminated earlier by either the Airport Authority or the City providing written notice to the other of its intention to terminate participation ninety (90) days following delivery of said notice or upon three (3) days written notice to the other when the Homeland Security threat level is at yellow or lower status.

In the event the City and the Airport Authority mutually agree in writing that the assignment of LEOs to the Airport to carry out the duties and responsibilities in connection with the RA or any similar successor document and security directive, this Agreement may be extended and remain in full force and effect for up to five additional one year terms, with the

first extension commencing on October 1, 2007 , or upon termination of the RA, whichever occurs earlier, with reimbursement rates to be negotiated by the parties.

5. ACQUISITION, OWNERSHIP AND DISPOSAL OF PERSONAL PROPERTY.

All personal property and fixtures acquired and used in furtherance of the RA program shall be owned by the entity which pays for said personal property or fixture. In the event the program is terminated or is not superseded by another Interlocal Cooperation Agreement, the parties shall take possession of their respective personal property and fixtures or said property may be left in place at the Airport, whichever is mutually agreeable to the parties. The parties acknowledge and agree that all computer software and licenses shall remain the property of the City.

6. SEPARATE ENTITY. The parties agree that no separate entity is created by this Agreement.

7. CHOICE OF LAWS. This Agreement shall be construed in accordance with the laws of the State of Nebraska, including, but not limited to, the Interlocal Cooperation Act, Neb. Rev. Stat., §13-801 et seq., as amended.

8. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the City and Airport Authority relating to the RA program and may be amended only in writing, duly approved, adopted and executed by the respective parties.

9. EFFECTIVE DATE. This Agreement shall be effective upon approval by the Mayor and City Council of the City and the Board of the Airport Authority and execution by the parties' respective executive officers.

10. NOTICES. All notice envisioned under the terms and conditions of this Agreement shall be sent to the other party by first class, United States mail, postage prepaid and addressed as follows:

City of Grand Island
Attn: Mayor
PO Box 1968
Grand Island, NE 68802

Hall County Airport Authority
Attn: Executive Director
3743 Sky Park Road
Grand Island, NE 68801

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal corporation,

Dated: _____

BY _____
Mayor

Attest: _____
City Clerk

HALL COUNTY AIRPORT AUTHORITY,
A Political Subdivision

Dated: _____

BY _____
Executive Director

Attest: _____
Secretary

RESOLUTION 2006-343

WHEREAS, as a result of the September 11, 2001 terrorist attacks, the United States Department of Transportation, Transportation Security Administration (TSA) have provided security at United States civil aviation airports using the National Guard; and

WHEREAS, on April 23, 2002, the Grand Island City Council approved an interlocal agreement between the City of Grand Island and the Hall County Airport Authority to provide uniformed officers to the Central Nebraska Regional Airport for security purposes and is scheduled for renewal; and

WHEREAS, the TSA has authorized reimbursement for airports such as Central Nebraska Regional Airport for the cost of providing such officers, and many airports have elected to contract with local law enforcement agencies to provide security personnel; and

WHEREAS, it is in the best interests of the parties that the interlocal agreement be renewed until September 30, 2007; and

WHEREAS, an Interlocal Cooperation Agreement by and between the City of Grand Island and the Hall County Airport Authority to provide uniformed officers for security purposes 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 Cooperation Agreement by and between the City of Grand Island and the Hall County Airport Authority to provide uniformed officers to the Central Nebraska Regional Airport for security purposes is hereby authorized.

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

- - -

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ? _____ November 21, 2006 ? City Attorney
--



City of Grand Island

Tuesday, November 28, 2006

Council Session

Item G7

**#2006-344 - Approving Contract Renewal with Hall County
Housing Authority for Police Services**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: November 28, 2006

Subject: Reauthorization of Police Service Contract with the Hall County Housing Authority

Item #'s: G-7

Presenter(s): Steven Lamken, Police Chief

Background

The Hall County Housing Authority has contracted with the City Police Department for several years for the services of a police officer to provide police services at Housing Authority properties. The contracted officer handles calls for service as well as provides crime prevention at the Housing Authority properties. This is a renewal of the ongoing contract.

Discussion

The Police Department supports the continuation of the contract with the Hall County Housing Authority for law enforcement services. The Housing Authority has proposed paying the City \$47,000.00 for services to be provided between December 13, 2006 and December 12, 2007. The Police Department assigns one officer whose primary duties are to provide service to the Housing Authority and its properties for the compensation received. The contractual program has proved to be beneficial in reducing the number of calls for service and complaints generated from properties managed by the Housing Authority. Continuation of the contract is encouraged by both the Housing Authority and the Police Department.

Alternatives

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

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

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

Recommendation

City Administration recommends that the Council approve the renewal of the contract for police services between the City and the Hall County Housing Authority.

Sample Motion

Motion to approve the renewal of the police services contract between the City and the Hall County Housing Authority for one year commencing December 13, 2006 for the sum of \$47,000.00.

POLICE SERVICE CONTRACT

This contract made and entered into this 12th day of December, 2006, by and between the Hall County Housing Authority (hereinafter called HCHA) and the City of Grand Island (hereinafter call "City") is for the provision of specific police services associated with the Hall County Housing Authority's security programs.

WHEREAS the HCHA desires to contract with the City for additional police services to create a drug- and crime-free environment and to provide for the safety and protection of the residents in its public housing developments; and

WHEREAS, the City, by and through its police department, desires to assist in the effort by providing effective police services at all HCHA locations;

NOW, THEREFORE, the HCHA and the City agree as follows:

ARTICLE I Scope of Services

SECTION ONE: SERVICES PROVIDED BY THE CITY

The City agrees that the services rendered under this Contract are in addition to baseline police services. The City agrees that it will not reduce its current level of police services to the public housing developments, particularly in the areas of community policing, patrol, criminal investigations, records, dispatch and special operations.

The duties and extent of services of the City shall include, but not be limited to:

- A. The City, by and through its police department, will provide 1 full time police officer (Assigned Personnel) to perform specialized patrols to enforce all state and local laws and the HCHA Rules specified in the contract. Sworn officers shall at all times remain part of, subject to and in direct relationship with the police department's chain of command and under police department rules, regulations and standard operating procedures.
- B. The City agrees to collect and provide workload data in public housing developments.
- C. The Assigned Personnel will appear as witness in the Authority's administrative grievance procedure, civil dispossessionary hearings, or other civil or court proceedings where the issue includes criminal or quasi-criminal conduct in or near public housing developments involving any resident, member of a resident's household, or guest or guests of a resident or household member, as required.
- D. The City agrees that a policy manual exists to regulate police officers' conduct and activities; all police officers have been provided a copy of the policy manual; the department certifies that each officer has received and understands the contents of

the manual; and personnel have been trained on the regulations and orders within the manual.

- E. The City agrees it will provide such basic equipment as may be necessary and reasonable in order to allow the police officers to carry out the duties anticipated under this contract.
- F. The Assigned Personnel will also provide drug / safety awareness training to residents and employees upon request.
- G. The City will at all times provide supervision, control and direction of work activities and assignments of police personnel, including disciplinary actions. It is expressly understood that the police department shall be responsible for the compensation of the officers, their property, or the City's property while HCHA's property.
- H. The Assigned Personnel will meet with HCHA management at least weekly to share information, discuss scheduling and provide / receive instruction regarding priorities.
- I. The Assigned Personnel will make every attempt to socialize with HCHA residents, to disseminate useful information gathered from their discussions and follow up on any leads that may have surfaced with their interaction with HCHA residents. This information will also be forwarded to HCHA management.
- J. The Assigned Personnel will work a varied hourly and daily schedule as allowed in the union contract executed between labor and the City. The Assigned Personnel will be as flexible as possible regarding scheduling and attempt to schedule around the needs of HCHA management.

SECTION TWO: SERVICES PROVIDED BY THE HCHA

- A. The HCHA shall provide the Assigned Personnel with information regarding suspicious activity, potential problems, preferred patrolling areas and discretionary tenant information (not confidential information).
- B. The HCHA will provide an orientation to the Assigned Personnel including a tour of the patrol area, basic training on security tapes / cameras, issue keys to buildings, offices, and maintenance areas, and introduce the Assigned Personnel to staff members and residents. HCHA management will also provide training and copies of HCHA rules and regulations to the Assigned Personnel.
- C. The Authority will provide the City with a Public Housing Police Activity Form(s) for the Assigned Personnel to complete. These forms are not to replace police reports utilized by the City.
- D. The Authority shall reserve the right to reasonably request the police department to reassign the Assigned Personnel.

ARTICLE II
Enforcement of Rules & Regulations

- A. The City, through its Assigned Personnel, is hereby empowered to enforce the following HCHA rules and regulations:
1. Removal of unauthorized visitors in unoccupied structures of the HCHA.
 2. Removal of unauthorized visitors creating disturbances or otherwise interfering with the peaceful enjoyment of lessees on HCHA property.
 3. Removal of unauthorized visitors destroying, defacing or removing HCHA property.
- B. The City, through its Assigned Personnel, is hereby empowered to enforce the following HCHA rule and regulation:
- Any vehicle that is not parked appropriately (in a handicapped parking place, etc.) or is inoperable (no plates, expired plates, no tires, etc.) will be issued a parking violation notice with the incident reported to HCHA management as soon as possible. Notices will be given to the Assigned Personnel by HCHA management.
- C. Nothing herein contained shall be construed as permitting or authorizing Assigned Personnel to use any method or to act in any manner in violation of law or of their sworn obligation as police officers

ARTICLE III
Communications, Reporting & Evaluation

- A. Communications
1. Access to Information
- The City agrees that HCHA will have unrestricted access to all public information, which in any way deals with criminal activity in any of the HCHA's communities. It is further agreed that the Grand Island Police Department will provide to the HCHA copies of such incident reports, arrest reports or other public documents which document or substantiate actual or potential criminal activity in or connected with the public housing developments. This information will be provided at no cost by the Grand Island Police Department on a regular basis in accordance with specific procedures that have been or will be established.
- B. Reporting
1. Forms

The Grand Island Police Department will require all Assigned Personnel to complete a log provided by the HCHA. This report will include, but not be limited to, data as follows:

- a. Hours worked: foot, bicycle, motorized, other
- b. Calls / request for service
- c. Suspicious persons – name and description
- d. Vehicles abandoned / towed / stolen
- e. Drug paraphernalia confiscated / found
- f. Arrests / citations of both residents and outsiders
- g. Property recovered / stolen
- h. Counseling of residents and visitors
- i. Broken lights / sidewalks
- j. Graffiti
- k. Conflict resolution; e.g., resolved apparent or actual conflict between two or more people
- l. Vehicle license number of suspicious persons
- m. Weapons violations / seized

2. Director Notification

The police department will relay to the Executive Director or his/her designee information related to any major crime or incident that occurs on HCHA property as soon as possible.

- C. HCHA and the City shall meet to evaluate the program effectiveness every 3 months.

ARTICLE IV
Term of Contract

The term of this contract shall be for one (1) years beginning on December 13, 2006.

ARTICLE V
Compensation to the City

- A. All compensation to the City will be made on a cost reimbursement basis. The HCHA will reimburse the City for services specified in this Contract in a total amount of \$47,000.00 for December 13, 2006 – December 12, 2007.
- B. The HCHA shall reimburse the City on a quarterly basis, upon receipt of performance of the proposed services and evidence of authorized expenditures.
- C. The City shall provide the following documentation upon request:
 - 1. Copies of Certified Payroll Time Reports documenting hours worked in public housing developments and supervisory approval of the report.

- D. All requests for reimbursement are subject to the approval of the Executive Director, or that official's designee, and the HCHA shall thereafter make payment of the approved amount within thirty days of receipt of the request for reimbursement.

ARTICLE VI
Notices

Any notices required pursuant to the terms of this Contract shall be sent by United States Certified mail to the principal place of business of each of the parties hereto, as specified below:

HCHA: 911 Baumann Drive
Grand Island, NE 68803

Grand Island Police Department: 131 South Locust Street
Grand Island, NE 68801

ARTICLE VII
Liability Coverage


Each party agrees to maintain public liability coverage of not less than \$1,000,000 per occurrence.

ARTICLE VIII
Construction of Laws

The Law of the State of Nebraska shall govern the interpretation of this Contract.

EXECUTED BY:

MAYOR – CITY OF GRAND ISLAND

 11-13-06

EXECUTIVE DIRECTOR – HALL COUNTY HOUSING AUTHORITY

RESOLUTION 2006-344

WHEREAS, on December 19, 2000, by Resolution 2000-397, the City of Grand Island approved a Police Services Contract between the City and the Hall County Housing Authority to provide specific police services associated with the Hall County Housing Authority's security programs; and

WHEREAS, such agreement was extended based on an Addendum to the contract approved on March 9, 2004 by Resolution 2004-48; and

WHEREAS, the City and the Hall County Housing Authority are interested in continuing the provision of such police services; and

WHEREAS, it is recommended that a new contract be entered into for such services to cover a one year period which will end on December 12, 2007; and

WHEREAS, the amount to be paid by the Hall County Housing Authority to the City of Grand Island to provide such police service will be \$47,000; and

WHEREAS, the proposed Police Service Contract has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Police Service Contract between the City and the Hall County Housing Authority to provide specific police services associated with the Hall County Housing Authority's security programs is hereby approved; and the Mayor is hereby authorized and directed to execute such contract on behalf of the City of Grand Island.

- - -

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 21, 2006	☐ City Attorney



City of Grand Island

Tuesday, November 28, 2006

Council Session

Item G8

#2006-345 - Approving State Bid Contract for Three (3) Police Vehicles

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: November 28, 2006

Subject: Purchase of Three (3) 2007 Police Department Patrol Vehicles

Item #'s: G-8

Presenter(s): Steven Lamken, Police Chief

Background

The Police Department budgeted \$143,000 for six new vehicles for the Police patrol fleet in the 2006/2007 budget. The Department planned to purchase three four wheel drive vehicles for the fleet and three patrol cars. The City Council has approved the purchase of the three patrol cars. We are now requesting approval for the purchase of three four wheel drive Ford Expeditions for the patrol fleet.

Discussion

The Police Department 2006/2007 budget provides for the purchase of six new vehicles for the marked patrol fleet. The Department budgeted \$143,000 for three four wheel drive SUV vehicles and three sedans. The decision to add four wheel drive vehicles was made after the heavy snows and blizzard in 2006 and the flood of 2005. The Department was unable to respond to calls for service or patrol the City with marked patrol cars for a significant amount of time during and after these storms.

The State bid for vehicles was received and the Department is recommending the following purchases off the State bid from Anderson Ford of Grand Island:

Three 2007 Ford SSV Expeditions @ \$25,865 each = \$77,595.00
(State Contract # 11768)

The purchase of the three Expedition patrol vehicles is within the budget of the remaining funds in the line item for patrol vehicles. The total cost of the purchase of the three

Crown Victoria patrol cars and three Expedition patrol four wheel drive SUVs is \$141,291.

Three Ford Crown Victoria sedans will be sold or traded in from the current fleet once the new Expeditions are in service.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase three Ford Expeditions at \$25,595 each off of the Nebraska State bid from Anderson Ford of Grand Island

Sample Motion

Motion to approve the purchase of three Ford Expeditions at \$25,595 each off of the State of Nebraska bid list from Anderson Ford of Grand Island for total cost of \$77,595.

R E S O L U T I O N 2006-345

WHEREAS, the Police Department for the City of Grand Island budgeted \$143,000.00 in the 2006/2007 fiscal year to purchase six new vehicles; and

WHEREAS, said vehicles can be obtained from the State contract holder; and

WHEREAS, purchasing the vehicles from the State contract holder meets all statutory bidding requirements; and

WHEREAS, the funding for such vehicles is provided in the 2006/2007 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of three 2007 Ford SSV Expeditions in the amount of \$77,595.00 from the State contract holder, Anderson Ford of Grand Island, Nebraska, is hereby approved.

- - -

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 28, 2006

Council Session

Item G9

**#2006-346 - Approving Change Order No. 8 with Chief
Construction for Law Enforcement Center**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: November 28, 2006

Subject: Law Enforcement Center, Change Order #8

Item #'s: G-9

Presenter(s): Steven Lamken, Police Chief

Background

The bid for construction of the new law enforcement center was awarded to Chief Construction for a cost of \$7,406,080.00. Included in the bid was a contingency fund of \$150,000 for change orders that would be required during the project.

Discussion

Change order #8 is a request to use alternative materials in the construction of the blood drying rooms in the Evidence section of the Center for an additional cost of \$3,337.40. The blood drying rooms require thorough cleaning after each use. The original materials of painted concrete block and laminate doors is not as durable as the proposed alternate materials. The additional costs for alternative materials will allow for easier cleaning and will defer future maintenance costs to these rooms. Accepting Change Order #8 will leave \$146,893.24 in the original \$150,000 contingency.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Change Order #8 with Chief Construction at a cost of \$3,337.40.

Sample Motion

Motion to approve Change Order #8 with Chief Construction at a cost of \$3,337.40 for the use of alternate materials in the construction of the blood drying rooms of the new law enforcement center.

WILSON ESTES POLICE ARCHITECTS



5799 BROADMOOR
SUITE 520
MISSION, KANSAS 66202
WWW.POLICEARCHITECTS.COM

14 November 2006

Captain Robert Falldorf
GRAND ISLAND POLICE DEPARTMENT
131 South Locust
Grand Island, Nebraska 68801

**Re: Grand Island / Hall County Law Enforcement Center
Change Order No. 8**

Dear Robert,

We have reviewed and recommend acceptance of the accompanying Changer Order No. 8

Change Order No. 8 Summary

Requested By: Owner

Description of Change: Modification to the Mini-Lab to change from block construction to gypsum board/stud construction. Also upgraded modifications to the Drying Rooms in the Mini-Lab. Also changes to some interior dimensional lettering

Purpose of Change: Block is not needed as a separation in a secured area.

Change Order Summary:

Change to Contract Time: No Change

Substantial Completion Date after this Change Order: 20 August, 2007

Original Contract Sum:	7,406,080.00
Contract Sum prior to this change:	7,406,080.00
Change in Contract Sum by this Change Order	0.00
New Contract sum after this Change Order:	7,406,080.00

Original Contingency Allowance:	150,000.00
Contingency Allowance prior to this Change Order:	150,230.64
Change in Contingency Allowance by this Change Order:	-3,337.40
New Contingency Allowance after this Change Order:	146,893.24

Reference Documents: Architects Proposal Request No. 2.3 and Architects Proposal Request No. 9.

If you have any questions or require any additional information, please let me know.

Regards,

WILSON ESTES POLICE ARCHITECTS

A handwritten signature in black ink, appearing to read 'J. Levasseur', with a long horizontal flourish extending to the right.

Jeremy Levasseur

Attachments: Change Order No. 8
APR 2.3
APR 9

AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 008	OWNER: <input checked="" type="checkbox"/>
Grand Island / Hall County Law Enforcement Center	DATE: November 06, 2006	ARCHITECT: <input checked="" type="checkbox"/>
Grand Island, Nebraska		CONTRACTOR: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 0412	FIELD: <input type="checkbox"/>
Chief Construction Company	CONTRACT DATE: June 15, 2006	OTHER: <input type="checkbox"/>
2107 North South Road	CONTRACT FOR: General Construction	
Grand Island, Nebraska 68803		

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Modification to the Mini-Lab to change from block construction to gypsum/stud construction. Also upgraded modifications to the Drying Rooms in the Mini-Lab. Also changes to some interior dimensional lettering.

The original Contract Sum was	\$	7,406,080.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	7,406,080.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	7,406,080.00

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is August 20, 2007

The original contingency allowance included in the contract was	\$	150,000.00
The net change to the contingency allowance by previous Change Orders	\$	230.64
The contingency allowance prior to this Change Order Was	\$	150,230.64
The contingency allowance will be decreased by this Change Order in the amount of	\$	-3,337.40
The new contingency allowance including this Change Order will be	\$	146,893.24

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Wilson Estes Police Architects

ARCHITECT (Firm name)

5799 Broadmoor, Suite 520, Mission,
Kansas 66208

ADDRESS

BY (Signature)

Tom Zahn

(Typed name)

DATE

Chief Construction Company

CONTRACTOR (Firm name)

2107 North South Road, Grand Island,
Nebraska 68803

ADDRESS

BY (Signature)

Grant Ackerman

(Typed name)

DATE

City of Grand Island

OWNER (Firm name)

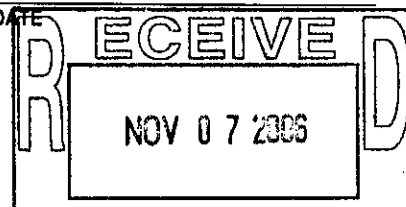
100 East 1st Street, Grand Island,
Nebraska 68801

ADDRESS

BY (Signature)

(Typed name)

DATE



RESOLUTION 2006-346

WHEREAS, on May 2, 2006, by Resolution 2006-151, the City of Grand Island awarded a bid in the total amount of \$7,406,080.00 (including alternate bids 2 and 3) for the construction of a Law Enforcement Center to Chief Construction Company of Grand Island, Nebraska; and

WHEREAS, included in the \$7,406,080 bid was a construction contingency of \$150,000;
and

WHEREAS, on November 14, 2006, by Resolution 2006-337, the City of Grand Island approved Change Order Nos. 4, 5 and 6 to modify door access control and hardware; and

WHEREAS, at this time it is necessary to change the materials used in the construction of the blood drying rooms in the evidence section of the Law Enforcement Center; and

WHEREAS, such changes have been incorporated into Change Order No. 8, and will result in a decrease the contingency fund by \$3,337.40.00.

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.8 for the construction of the Law Enforcement Center to provide the modification set out as follows:

Install alternate materials in the construction of the blood drying room in Evidence Section \$3,337.40

- - -

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form <input type="checkbox"/> _____ November 22, 2006 <input type="checkbox"/> City Attorney
--



City of Grand Island

Tuesday, November 28, 2006

Council Session

Item G10

#2006-347 - Approving Change Order No.1 to the Contract with The Diamond Engineering Company for Construction of Street Improvement District 1258; Extending Faidley Avenue west of Diers Avenue an Additional Six Hundred Fifty Feet (650 Feet)

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: November 28, 2006

Subject: Approving Change Order No.1 to the Contract with The Diamond Engineering Company for Construction of Street Improvement District 1258; Extending Faidley Avenue West of Diers Avenue an Additional Six Hundred Fifty Feet (650 Feet)

Item #'s: G-10

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

Background

Any changes to a contract require council approval. The City Council awarded the bid for construction of Street Improvement District 1258 to The Diamond Engineering Company on April 11, 2006.

Discussion

The Engineering Division of the Public Works Department is submitting Change Order No. 1 with changes resulting in a net \$1,485.00 increase to the contract. Three items of work were not in the contract. A manhole was in the area where the street was being paved and had to be adjusted to grade. PCC Headers were added to the end of the new Faidley Avenue paving and at the end of the new intersection return for Ridgewood Avenue to protect the new concrete paving. A header at the end of the existing street had to be removed to extend the paving.

Original Contract		\$157,886.40
A. Adjust Manhole to Grade	1 @ \$225.00/ea	\$ 225.00
B. PCC Header	78.00 lf @ \$13.00/lf	\$ 1,014.00
C. Remove Header	41.00 lf @ \$6.00/lf	<u>\$ 246.00</u>
Revised Contract		\$ 159,371.40

The Adjust Manhole to grade item will be an assessed cost. The 41 feet long PCC Header on Faidley Avenue is an assessed cost. The 37 feet long PCC Header on the intersection return for Ridgewood Avenue will be a city cost by policy and past practice. The remove header item will be a city cost by policy and past practice

Alternatives

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

1. Move to approve Change Order No. 1.
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 authorizing the Mayor to execute the change Order.

Sample Motion

Motion to approve Change Order No. 1 to the contract with The Diamond Engineering Company for Street Improvement District 1258.

City of Grand Island
100 East 1st Street
Grand Island, Nebraska 68801

CHANGE ORDER NO. 1

PROJECT: Street Improvement District 1258; Extending Faidley Avenue West of Diers Avenue an Additional Six Hundred Fifty Feet (650)

CONTRACTOR: The Diamond Engineering Company, P.O. Box 1327, Grand Island, NE 68802

CONTRACT DATE: April 25, 2006 **AMOUNT OF ORIGINAL CONTRACT:** \$157,886.40

You are directed to make the changes noted below in the subject contract:

- 1) Adjust Manhole to Grade (1.00 ea @ \$225.00 = \$225.00)
- 2) PCC Header (78.00 lf @ \$13.00 / lf = \$1,014.00)
- 3) Remove Header (41.00 lf @ \$6.00 / lf = \$246.00)

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Price Prior to This Change Order\$ 157,886.40

Net Increase/~~Decrease~~ Resulting from this Change Order\$ 1,485.00

Revised Contract Price Including this Change Order\$ 159,371.40

Contract Time Prior to This Change Order-Substantial Completion.....September 15, 2006

Net Increase Resulting from This Change Order - 0 -

Current Contract Time Including this Change Order Phase I&II-Substantial Completion.....September 15, 2006

Contractor The Diamond Engineering Company

By _____ Date_____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____ Date_____

Jay Vavricek, Mayor

Attest: _____

RaNae Edwards, City Clerk

RESOLUTION 2006-347

WHEREAS, on April 11, 2006, by Resolution 2006-111, the City of Grand Island awarded the bid for Street Improvement District No. 1258 to The Diamond Engineering Company of Grand Island, Nebraska, in the amount of \$157,886.40; and

WHEREAS, it has been determined that modifications to the work to be performed by The Diamond Engineering Company are necessary; and

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

WHEREAS, the result of such modification will increase the contract amount by \$1,485.00 for a revised contract price of \$159,371.40.

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:

Adjust Manhole to Grade.....	\$ 225.00
PCC Header.....	\$1,014.00
Remove Header.....	\$ <u>246.00</u>
Total.....	\$1,485.00

- - -

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 22, 2006	☐ City Attorney



City of Grand Island

Tuesday, November 28, 2006

Council Session

Item G11

#2006-348 - Approving Certificate of Final Completion for Street Improvement District 1258; Extending Faidley Avenue west of Diers Avenue an additional Six Hundred Fifty Feet (650 Feet)

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: November 28, 2006

Subject: Approving Certificate of Final Completion for Street Improvement District 1258; Extending Faidley Avenue West of Diers Avenue and Additional Six Hundred Fifty Feet (650 Feet)

Item #'s: G-11

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

Background

The contract for Street Improvement District 1258 was awarded to The Diamond Engineering Company of Grand Island, NE on April 11, 2006. Work commenced on May 26, 2006 and was completed on October 3, 2006.

Discussion

Street Improvement District 1258 was completed in accordance with the terms, conditions, and stipulations of the contract, plans, and the specifications. The project was completed on schedule at a construction price of \$179,224.90. Total cost of the project, including contract administration, is \$197,147.92. The bulk of the overruns were for the construction of the intersection for Ridgewood Avenue to serve LaRue Subdivision at the request of the developer and two (2) additional concrete letdown structures that were not shown on the plans and had to be removed. Costs for the project break down as follows:

Original Bid	\$ 157,886.40
Overruns	\$ 19,853.50
Change Order No. 1	\$ 1,485.00
Sub Total (Construction Price)	\$ 179,224.90
Additional Costs:	
Contract Administration, Engineering, and Publication Costs	\$ 17,922.49
Total Cost	\$ 197,147.39

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 and schedule the Board of Equalization hearing.
2. Refer the issue to a Committee.
3. Postpone the issue to future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council approve the Certificate of Final Completion and set the Board of Equalization date of December 19, 2006 for Street Improvement District 1258.

Sample Motion

Motion to approve the Certificate of Final Completion and set the Board of Equalization hearing.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

STREET IMPROVEMENT DISTRICT 1258
EXTENDING FAIDLEY AVENUE WEST OF DIERS AVENUE AN ADDITIONAL
SIX HUNDRED FIFTY FEET (650 FEET)

CITY OF GRAND ISLAND, NEBRASKA
NOVEMBER 28, 2006

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

This is to certify that construction of STREET IMPROVEMENT DISTRICT NO. 1258 has been fully completed by The Diamond Engineering Company of Grand Island, NE under the contract dated April 25, 2006. The construction of this Street Improvement District 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 this Street Improvement District is hereby accepted for the City of Grand Island, Nebraska, by me, Steven P. Riehle, City Engineer, Public Works Director, in accordance with the provisions of Section 16-650 R.R.S., 1943.

District No. 1258, Extending Faidley Avenue West of Diers Avenue an Additional Six Hundred Fifty Feet (650 Feet)

Final Quantities-Street Improvement District No. 1258

Faidley Avenue from Moores Creek Drain to 650' West

Bids Opened 3/21/06

		Diamond Engineering	
Item	Description	Final	
		Quantity Unit	Bid Price Total Price
1	PCC Pavement, 9"	3543.46 sy	\$ 29.70 \$105,240.76
2	6" PCC Integral Curb	1485.46 lf	\$ 1.60 \$ 2,376.74
3	Construct Ditch (Est. 2437.1 cy)	1 ls	\$44,000.00 \$ 44,000.00
4	Seeding, Fertilizing, and Mulching	1.50 ac	\$ 2,230.00 \$ 3,345.00
5	Type "D" Mod. Inlet	2.00 ea	\$ 1,450.00 \$ 2,900.00
6	15" RCP, Cls. III	0.00 lf	\$ 31.45 \$ -
7	18" RCP, Cls. III	98.00 lf	\$ 38.20 \$ 3,743.60
8	24" RCP, Cls. III	48.00 lf	\$ 49.35 \$ 2,368.80
9	18" RCP Flared End	2.00 ea	\$ 600.00 \$ 1,200.00
10	Relocate 24" RCP Flared End	1.00 ea	\$ 185.00 \$ 185.00
11	Remove Conc. Letdown Structure	3.00 ea	\$ 2,315.00 \$ 6,945.00
12	Const. Single Conc. Letdown Structure	1.00 ea	\$ 2,455.00 \$ 2,455.00
13	Const. Double Letdown Structure	1.00 ea	\$ 2,980.00 \$ 2,980.00
Change Order NO. 1			
	Adjust manhole to Grade	1.00 ea	\$ 225.00 \$ 225.00
	PCC header	78.00 lf	\$ 13.00 \$ 1,014.00
	Remove Header	41.00 lf	\$ 6.00 \$ 246.00
Total Construction Cost			\$179,224.90
Engineering & Publication Costs- 10%			\$ 17,922.49
P.O. for Grade Stakes-Diamond Engr.	1 ls	\$ 1,800.00	\$ 1,800.00

City Engineering less P.O.
Total District Cost

\$ 16,122.49
\$197,147.39

Respectfully submitted,

Steven P. Riehle
City Engineer / Public Works Director

November 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 Street Improvement District No. 1258, be approved.

I further recommend that the Costs of Engineering be credited to Account No. 10033001-74516 from Account No. 40033525-90049 in the amount of \$333.85 (\$16,122.49 less \$15,788.64 previously credited).

I further recommend that the City Council sit as the Board of Equalization on December 19, 2006 to determine benefits and levy special assessments.

Respectfully submitted,

Jay Vavricek
Mayor

RESOLUTION 2006-348

WHEREAS, the City Engineer / Public Works Director for the City of Grand Island has issued a Certificate of Final Completion for Street Improvement District No. 1258 extending Faidley Avenue West of Diers Avenue an additional six hundred fifty feet (650'), certifying that The Diamond Engineering Company of Grand Island, Nebraska, under contract dated April 11, 2006, has completed such project according to the terms, conditions, and stipulations for such improvements; and

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

WHEREAS, the Mayor concurs with the City Engineer / Public Works Director's recommendations.

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

1. The City Engineer / Public Works Director's Certificate of Final Completion for Street Improvement District No. 1258 is hereby confirmed.
2. The City Council will sit as a Board of Equalization on December 19, 2006 to determine benefits and set assessments for Street Improvement District No. 1258.

- - -

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 28, 2006

Council Session

Item G12

**#2006-349 - Approving Acquisition of Utility Easement - 3203
Frontage Road - (Webb Rd. & Hwy. 30) - GI Commercial
Ventures, LLC**

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

Staff Contact: Gary R. Mader

RESOLUTION 2006-349

WHEREAS, a public utility easement is required by the City of Grand Island, from Grand Island Commercial Ventures, LLC, a limited liability company, to install, upgrade, maintain, and repair public utilities and appurtenances; and

WHEREAS, a public hearing was held on November 28, 2006, for the purpose of discussing the proposed acquisition of an easement located in part of Lot Three (3) Commercial Industrial Park Fifth Subdivision located in the City of Grand Island, Hall County, Nebraska, the easement being more particularly described as follows:

The easterly twenty (20.0) feet of the northerly twenty (20.0) feet of Lot Three (3) Commercial Industrial Park Fifth Subdivision.

The above-described easement and right-of-way containing a total of 400 square feet, more or less, as shown on the plat dated November 16, 2006, marked Exhibit "A", attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from Grand Island Commercial Ventures, LLC, a limited liability company, on the above-described tract of land.

- - -

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 28, 2006

Council Session

Item G13

**#2006-350 - Approving Acquisition of Utility Easement - 1312 Sky
Park Road - Central Nebraska Humane Society**

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

Staff Contact: Gary R. Mader

RESOLUTION 2006-350

WHEREAS, a public utility easement is required by the City of Grand Island, from the Central Nebraska Humane Society, Inc., to install, upgrade, maintain, and repair public utilities and appurtenances; and

WHEREAS, a public hearing was held on November 28, 2006, for the purpose of discussing the proposed acquisition of an easement located in Frank P. Bark's Subdivision No. 3, in the City of Grand Island, Hall County, Nebraska, the southerly line of the ten (10.0) foot wide utility easement, being more particularly described as follows:

Beginning at a point on the westerly right-of-way line of Sky Park Road, said point being twenty three (23.0) feet south of the southeast corner of Lot Forty (40) Frank P. Barks' Subdivision No. 3, being a point on the northerly line of an existing easement; thence westerly, parallel with the northerly line of vacated Jerry Street, as described in City of Grand Island Ordinance No. 8258, a distance of two hundred ninety (290.0) feet.

The above-described easement and right-of-way containing a total of 0.067 acres, more or less, as shown on the plat dated 11/17/2006, marked Exhibit "A" attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from the Central Nebraska Humane Society, Inc., on the above-described tract of land.

- - -

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 21, 2006	☐ City Attorney



City of Grand Island

Tuesday, November 28, 2006

Council Session

Item G14

#2006-351 - Approving Amendment to Redevelopment Plan for Blighted and Substandard Area #2 for Southeast Crossings LLC for a Commercial Center to be Located at 939 South Locust Street (Ray O'Connor)

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

Staff Contact: Chad Nabity

RESOLUTION 2006-351

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, has determined it be desirable to undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 1997, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has previously declared Redevelopment Area No. 2 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

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

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

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

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be the development of and expansion of commercial retail space at 939 South Locust in Grand Island, Hall County, Nebraska; and

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

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

1. The Redevelopment Plan of the City approved for Redevelopment Area No.2 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined, based on the analysis conducted by the Authority, that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission with respect to the Redevelopment Contract.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall be December 1, 2006 as follows:
 - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
 - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.

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

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 28, 2006

Council Session

Item J1

Approving Payment of Claims for the Period of November 15, 2006 through November 28, 2006

The Claims for the period of November 15, 2006 through November 28, 2006 for a total amount of \$3,595,772.77. A MOTION is in order.

Staff Contact: David Springer



City of Grand Island

Tuesday, November 28, 2006

Council Session

Item J2

Approving Payment of Claims for the Library Expansion for the Period of November 15, 2006 through November 28, 2006

The Claims for the Library Expansion for the period of November 15, 2006 through November 28, 2006 for the following requisitions.

#44 \$1,250.00

A MOTION is in order.

Staff Contact: Steve Fosselman

REQUISITION FOR DISBURSEMENT

Requisition No. 44

TO: Wells Fargo Bank, National Association, Trustee
1248 "O" Street, 4th Floor
Lincoln, NE 68501
Attention: Trust Department

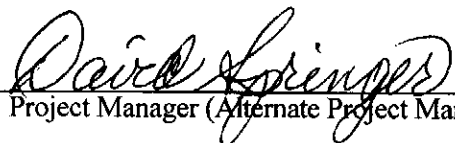
As Trustee under that Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the Construction 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>
City of Grand Island	\$1,250.00	Reimburse Trustee Fees
TOTAL	\$1,250.00	

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.

IN WITNESS WHEREOF, the undersigned has caused this disbursement requisition to be executed pursuant to the terms of said Indenture this 9th day of November, 2005.


Project Manager (Alternate Project Manager)

Fee Invoice

Corporate Trust Services

**WELLS
FARGO****Invoice Number****287170****Billing Date****10/2/2006****Due Date****11/1/2006**

City of Grand Island
Attn: David Springer, Finance Director
100 E 1st Street
P O Box 1968

Grand Island, NE 68802

Mailing Address:

Wells Fargo Bank
WF 8113
P.O. Box 1450
Minneapolis, MN 55485-8113

Wire Instructions:

ABA #: 121000248
DDA #: 1000031565
Memo: Invoice #, Account Name, Attn Name

ACH Instructions:

ABA #: 091000019
DDA #: 1000031565
Memo: Invoice #, Account Name, Attn Name

Please return this portion of the statement with your payment in the envelope provided.

Please retain this portion for your records

Account Number: 18619100

Grand Island Fac Corp (Library) Build 05

Administration Charges

Trustee Fee


For the Period 11/2/2006 thru 11/1/2007

\$1,250.00

Total Amount Due:

\$1,250.00

Voucher #

PO #	N/A - Bonds	
Vendor #		
Invoice #	287170	
Description	Trustee Fee - Library	
Approved by		Date
Org-obj#		Amount

40015025-90004

1250.00

Billings past due are subject to an 18% annual finance charge of the balance due.

Please address questions to Chad Shirk Phone - 402-434-4431 Email - Chad.W.Shirk@wellsfargo.com

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