
City of Grand Island



Tuesday, September 26, 2006

Council Session Packet

City Council:

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

Mayor:

Jay Vavricek

City Administrator:

Gary Greer

City Clerk:

RaNae Edwards

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

Call to Order

Invocation - Pastor Scott Friesen, Berean Bible Church, 4116 West Capital Avenue

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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

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, September 26, 2006

Council Session

Item C1

Proclamation "Hispanic Heritage Month" September 15, 2006 to October 15, 2006

Hispanic men and women have worked hard to create opportunities in the next century, overcoming barriers of language, culture, and tradition. They play an integral role in the progress and productivity of our great city, working to fortify our communities and strengthen our families by continuing to strive for equal opportunity in the areas of employment, education, and economic development. The Hispanic population is making Grand Island stronger than ever. The Mayor has proclaimed September 15, 2006 through October 15, 2006 as "Hispanic Heritage Month" in Grand Island. See attached PROCLAMATION.

Staff Contact: Mayor Vavricek

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

PROCLAMATION

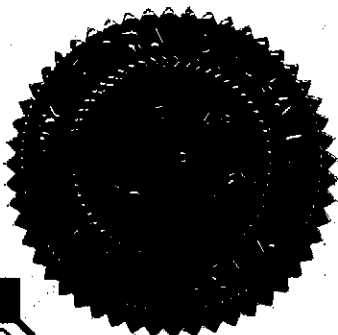
- WHEREAS, Hispanic men and women have worked hard to create opportunities in the next century, overcoming barriers of language, culture, and tradition; and
- WHEREAS, Hispanic men and women play an integral role in the progress and productivity of our great city, working to fortify our communities and strengthen our families; and
- WHEREAS, Hispanic soldiers have shared in the strong democratic ideals of the United States, bravely serving the nation and garnering numerous awards, including the Congressional Medal of Honor, and continuing to follow a tradition of loyal and patriotic service in the U.S. Armed Forces; and
- WHEREAS, by continuing to strive for equal opportunity in the areas of employment, education, and economic development, the Hispanic people and their accomplishments and cultural contributions to society.

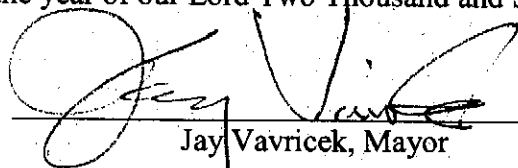
NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, do hereby proclaim September 15, 2006 through October 15, 2006 as

"HISPANIC HERITAGE MONTH"


in the City of Grand Island, and encourage all citizens to take this opportunity to celebrate our past and build our future – "celebrar nuestro pasado y construir nuestro futuro."

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




Jay Vavricek, Mayor

Attest:


RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 26, 2006

Council Session

Item E1

**Public Hearing Concerning Acquisition of Utility Easement - 2620
S. Shady Bend Road - John & Carolyn Schroll**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: September 26, 2006

Subject: Acquisition of Utility Easement – 2620 South Shady Bend Road - Schroll

Item #'s: E-1 & G-6

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 John J. and Carolyn M. Schroll, located at 2620 South Shady Bend Road, 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 cable and a single phase pad mounted transformer to provide electrical service to a new home at 2620 South Shady Bend Road.

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.

S 1/2, NE 1/4
SECTION 26-11-9

OBERMEIER

SUB.

ROAD

BEND

SHADY



SE CORNER- S $\frac{1}{2}$, NE $\frac{1}{4}$,
SECTION 26-T11N-R9W

1/4 SECTION LINE

MEADOW

POINT OF
BEGINNING

NW CORNER- LOT 2,
MEADOW LANE SUB.

WEST LINE- LOT 2,
MEADOW LANE SUB.

SOUTH LINE- LOT
OBERMEIER SUB.

PRIMROSE

DRIVE

LANE

ROSELAWN DRIVE

SUB.

LEGEND



INDICATES 20' WIDE
UTILITY EASEMENT

CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: K.J.M.	SCALE: 1"= 100'
DATE: 8/29/2006	FILE: OBERMEIER



City of Grand Island

Tuesday, September 26, 2006

Council Session

Item E2

**Public Hearing Concerning Acquisition of Utility Easement - 1417
S. Shady Bend Road - Dennhardt**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: September 26, 2006

Subject: Acquisition of Utility Easement – 1417 S. Shady Bend Road - Dennhardt

Item #'s: E-2 & G-7

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 Leland B. and Judy A. Dennhardt, located along the east side of Shady Bend Road, approximately 1,900' north of Stolley Park Road, south of 1417 S. Shady Bend Road, located in 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 pad-mounted single phase transformer to provide electric service. There will be a new home constructed on the property.

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

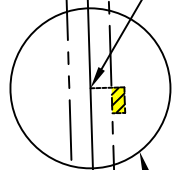
Motion to approve acquisition of the Utility Easement.

NW CORNER, NW 1/4, SW 1/4
SEC. 24, T-11-N, R-9-W

WESTERLY LINE
NW 1/4, SW 1/4
SEC. 24, T-11-N, R-9-W

33.0

495.25'



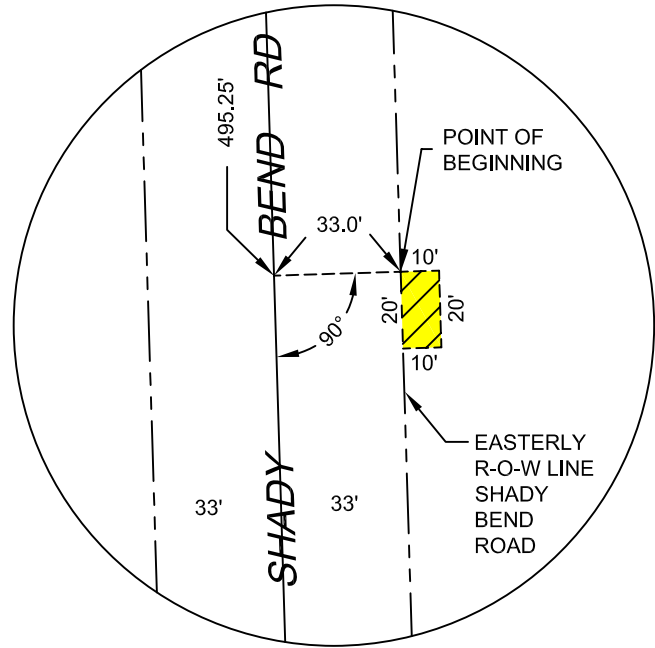
SEE DETAIL "A"

SHADY BEND ROAD

33.0

STOLLEY PARK RD

DETAIL "A"



PART OF
NW 1/4, SW1/4
SEC. 24, T-11-N, R-9-W



LEGEND



INDICATES 10' X 20'
UTILITY EASEMENT

CITY OF
GRAND ISLAND

UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: K.J.M.

SCALE: 1" = 50'

DATE: 9/11/2006

FILE: SEC 24.11.9



City of Grand Island

Tuesday, September 26, 2006

Council Session

Item E3

**Public Hearing Concerning Acquisition of Utility Easement - 2620
W. Faidley Avenue - St. Francis Medical Center**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: September 26, 2006

Subject: Acquisition of Utility Easement – 2620 West Faidley Avenue - St. Francis Medical Center

Item #'s: E-3 & G-8

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 St. Francis Medical Center, located on the north side of the new construction, 2620 West Faidley Avenue, 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

St. Francis Medical Center is in the process of constructing additions to their building. To facilitate the new construction, the electric transformers and underground cables must be relocated and expanded. The easement to be acquired will allow the access and maintenance of those new facilities.

Alternatives

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

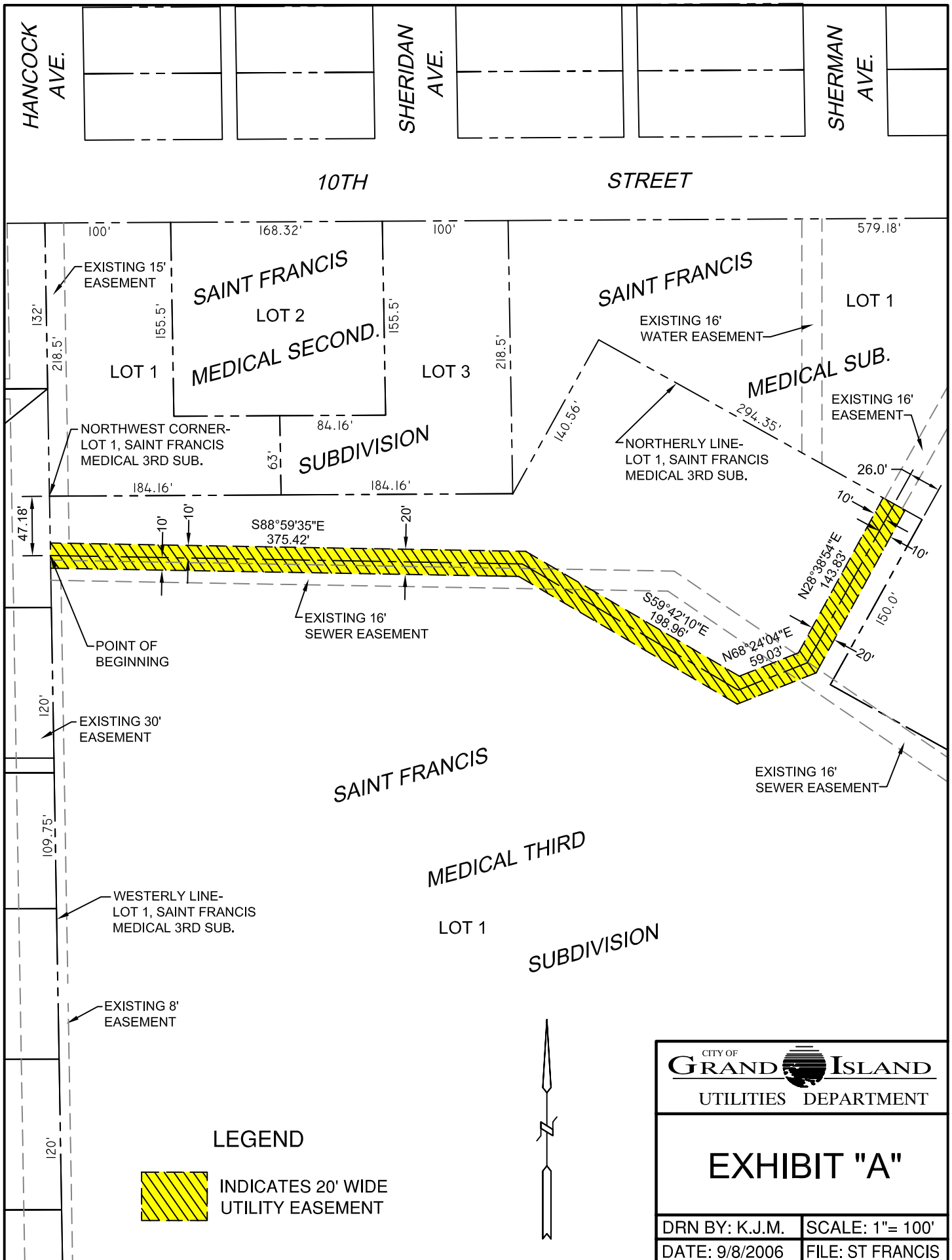
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

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, September 26, 2006

Council Session

Item E4

**Public Hearing Concerning Acquisition of Utility Easement - 4949
Juergen Road - BM & M, LLC**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director
Meeting: September 26, 2006
Subject: Acquisition of Utility Easement – 4949 Juergen Road
BM & M, LLC
Item #'s: E-4 & G-9
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 BM & M, LLC, located on the northwest corner of property located at 4949 Juergen 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 electric cables and a three phase pad-mounted transformer to provide service to a new business.

Alternatives

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

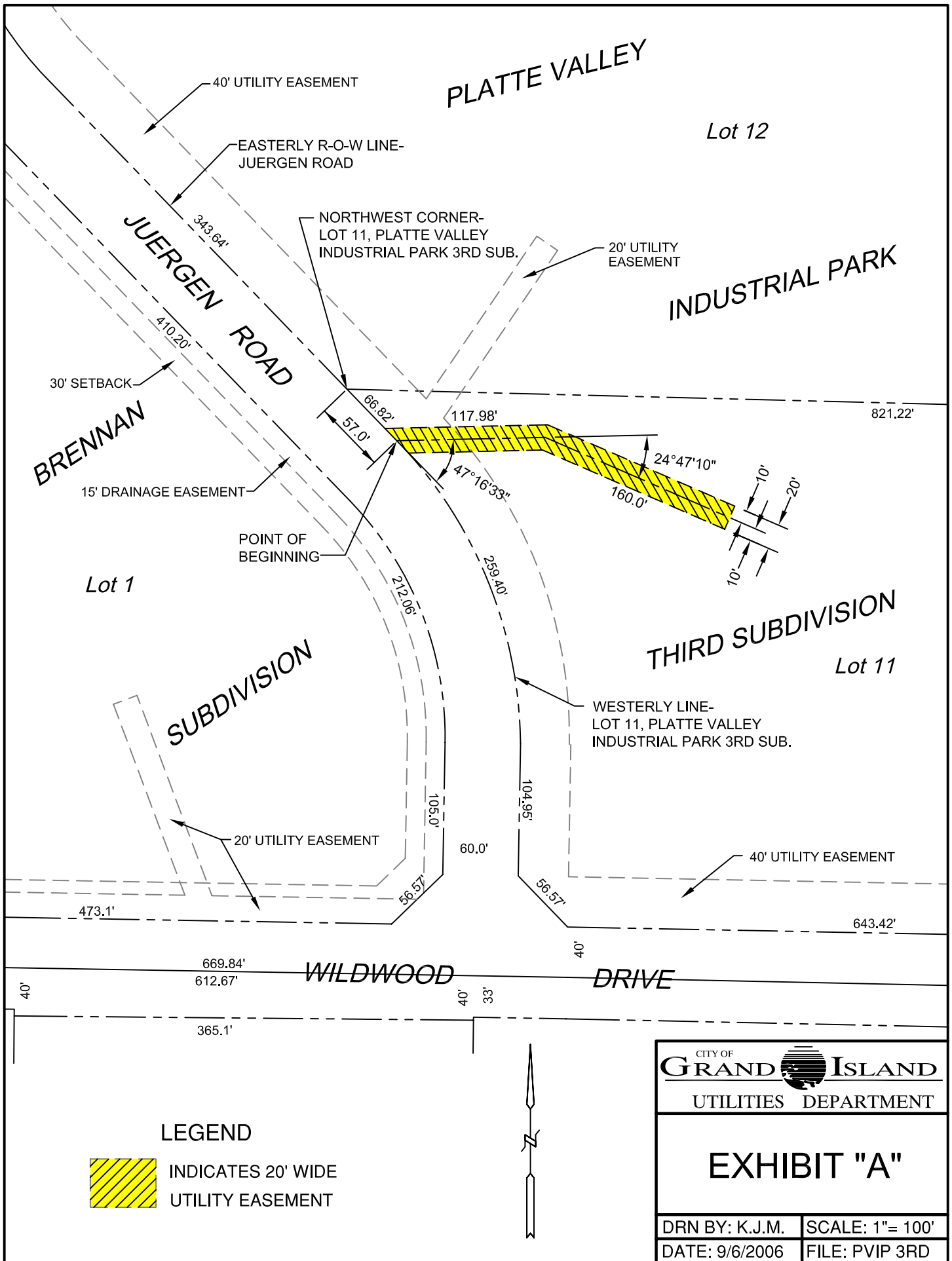
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

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	
UTILITIES DEPARTMENT	
EXHIBIT "A"	
DRN BY: K.J.M.	SCALE: 1"= 100'
DATE: 9/6/2006	FILE: PVIP 3RD



City of Grand Island

Tuesday, September 26, 2006

Council Session

Item E5

Public Hearing on Change of Zoning for a Tract of Land Proposed for Platting as Sterling Estates Subdivision from R1 Suburban Residential and R4 High Density Residential to R1 Suburban Residential, R4 High Density Residential and RO Residential Office

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: September 26, 2006

Subject: Change of Zoning for Land Proposed for Platting as Sterling Estates Subdivision

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

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

Background

This application proposes to change the zoning district boundaries on a parcel of land located in the Northwest ¼ of Section 12, Township 11 north, Range 10 west of the 6th P.M. in Grand Island, Nebraska and to change the zoning of a portion of the same property from R4 High Density Residential to RO Residential Office. The property is located between the Moore's Creek Drainway, North Road, State Street and Capital Avenue in the City of Grand Island.

Discussion

The proposed changes are consistent with the comprehensive plan and modify the zoning district boundaries so they are consistent with the lot and street layout on the approved preliminary plat for Sterling Estates Subdivision.

The change from R4 to RO will increase the intensity of use allowed on the property at the northeast corner of the subdivision. These lots are on a short cul-de-sac that opens onto Capital Avenue. The RO zone at this location is reasonable as the transition is made between the commercial to the east and proposed residential to the west.

The other changes in boundaries between R1 and R4 are just shifts that prevent the zoning districts from splitting the proposed lots.

The Planning Commission held a hearing on this application at their meeting on September 6, 2006.

Members of the public, James Dutton, Sharon Manning and Karen Nagel asked questions concerning access to the development, the location of streets into the subdivision and who would be responsible for paying for the streets. There were no comments the application to rezone the property. Steve Riehle, Chad Nabity and Terry Brown addressed those questions.

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

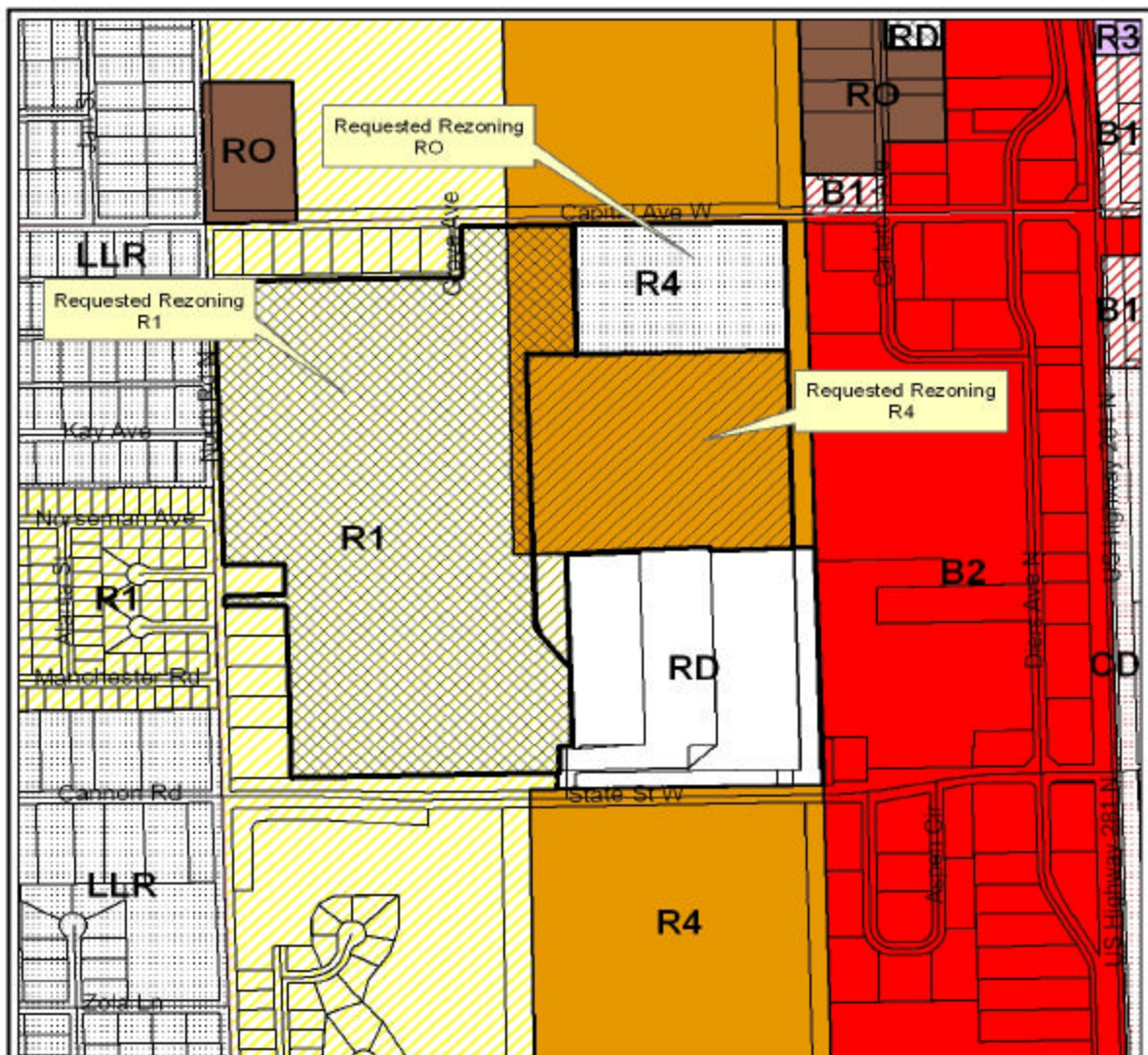
Recommendation

A motion was made by Haskins and seconded by Monter as presented.

A roll call vote was taken and the motion passed with 10 members present (Amick, O'Neill, Ruge, Haskins, Monter, Niemann, Snodgrass, Eriksen, Hayes, Reynolds) voting in favor.

Sample Motion

Motion to approve the rezoning on this site from R1 Suburban Residential and R4 High Density Residential to R1 Suburban Residential, R4 High Density Residential and RO Residential Office zone, as recommended.



Requested Zoning

Scale : NONE
C-22-2006GI

- From R1 : Suburban Residential Zone
& R4: High Density Residential Zone
- To R1 : Suburban Residential Zone
- To RO : Residential Office Zone
- To R4 : High Density Residential Zone



CITY OF CAMBRIDGE
DEPARTMENT OF CITY PLANNING
2006-2007

**STERLING ESTATES
SUBDIVISION
PRELIMINARY PLAT**

MARCH 2006

BY

PREPARED BY
 CHECKED BY
 DATE

TITLE
 DATE

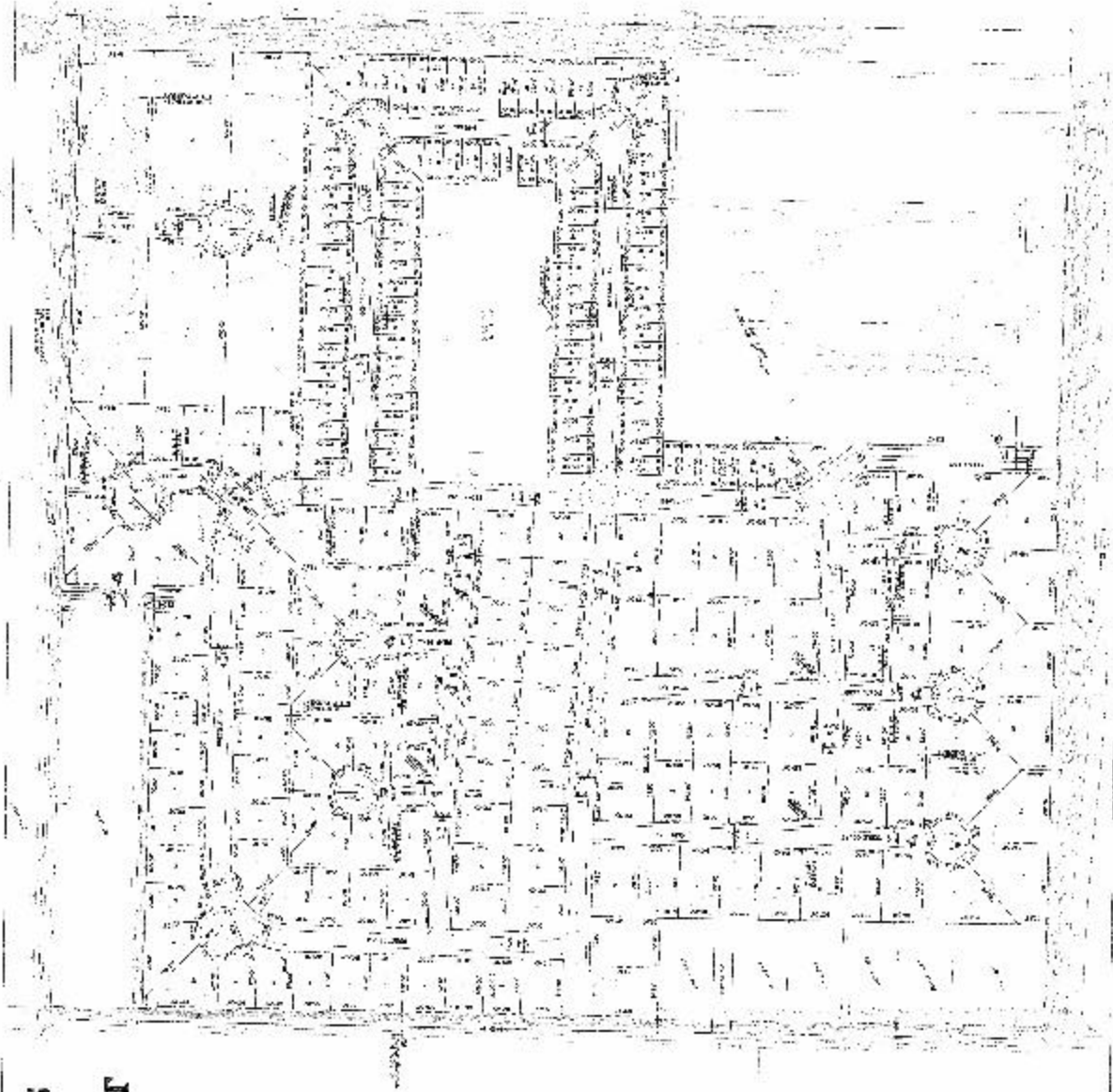
SHEET NO.
 OF

THIS PLAT IS A PRELIMINARY PLAT OF THE
 SUBDIVISION OF THE LANDS OF THE
 STATE OF CALIFORNIA, AND IS NOT TO BE
 CONSIDERED A FINAL PLAT, NOR IS IT TO
 BE USED FOR ANY PURPOSE OTHER THAN
 THAT OF A PRELIMINARY PLAT.

THE PLAT IS A PRELIMINARY PLAT OF THE
 SUBDIVISION OF THE LANDS OF THE
 STATE OF CALIFORNIA, AND IS NOT TO BE
 CONSIDERED A FINAL PLAT, NOR IS IT TO
 BE USED FOR ANY PURPOSE OTHER THAN
 THAT OF A PRELIMINARY PLAT.

10

CISION ASSOCIATES
 10000 CISION DRIVE
 SUITE 100
 CISION, CALIFORNIA 94588





City of Grand Island

Tuesday, September 26, 2006

Council Session

Item E6

**Public Hearing on Annexation of Property Located at 502 East
Capital Avenue (First Reading)**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: September 26, 2006

Subject: Annexation of Property Located at 502 East Capital Avenue (First Reading)

Item #'s: E-6 & F-2

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

Background

Annexation of land located in the W ½ of the E ½ of the W ½ of the SE ¼ 4-11-9 into the Grand Island City Limits. The property owners have requested that this property be annexed into the City of Grand Island and the City Council referred the issue to the Regional Planning Commission for a recommendation.

Discussion

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

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

The public hearing was set and the annexation plan presented to the City Council at the August 22, 2006 City Council Meeting.

Alternatives

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

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

Recommendation

A motion was made by Miller, and seconded by Snodgrass, to recommend the annexation of the above mentioned property as presented.

A roll call vote was taken and the motion passed with 8 members present (Miller, O'Neill, Ruge, Haskins, Snodgrass, Amick, Brown, Niemann) voting in favor.

Sample Motion

Approve the annexation as Submitted





City of Grand Island

Tuesday, September 26, 2006

Council Session

Item E7

**Public Hearing on Tax Increment Financing for Redevelopment
Plan and Redevelopment Project Located at 210 East Stolley Park
Road (Wile E Investments)**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP CRA Director

Meeting: March 7, 2006

Subject: TIF Application from Wile E Investments

Item #'s: E-7 & G-16

Presenter(s): Chad Nabity, AICP CRA Director

Background

Wile E Investments has applied for tax increment financing for the development of and expansion of a pet grooming business and kennel operation at 210 E Stolley Park Road 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. Wile E Investments has obtained the approval of the Community Redevelopment Authority and has also obtained approval from the Regional Planning Commission at their September 6, 2006 meeting. This project now comes before the City Council for final consideration for authorizing tax increment financing.

Discussion

Dr. Melissa Girard of Wile E Investments has submitted a redevelopment contract 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 Wile E Investments. Wile E Investments proposes to construct a building on its property for an Animal Medical Clinic. The new building will allow for additional veterinarians and staff to work at this location as well as providing state of the art veterinary facilities for the Grand Island area. This project will be built on a site along Stolley Park Road that currently has a residential structure on it. The Grand Island City Council did issue a conditional use permit to Dr. Girard to allow her to use this structure as a veterinary clinic until such time as her new building is constructed. 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 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 \$142,500 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 Wile E Investments.



COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF GRAND ISLAND, NEBRASKA
RESOLUTION # 73

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 (WILE E. INVESTMENT PROPERTIES, 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 Wile E. Invesment Properties, 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"), hereby 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 21st day of September, 2006.

COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF GRAND ISLAND, NEBRASKA

Chair _____

ATTEST:

Secretary _____

EXHIBIT A
REDEVELOPMENT CONTRACT

REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the ____ day of _____, 2006, by and between the Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority") and Wile E. Investment Properties, 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 September 21, 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 September 21, 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 resident 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 \$142,500 is provided through TIF, whichever occurs sooner. The effective date of this provision shall be December 1, 2006.

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 \$465,996.00 no later than as of June 1, 2007. During the term of this contract, Redeveloper will (1) not protest a real estate property valuation on the Premises of \$541,163.00 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 such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Contract shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Contract, including, but not limited to, proceedings to compel specific performance by the party failing to perform 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 June 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 County Register of Deeds in which the Premises is located.

Section 7.02 Governing Law.

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

Section 7.03 Binding Effect; Amendment.

This Redevelopment Contract shall be binding on the parties hereto and their respective heirs, personal representatives, devisees, 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:

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
GRAND ISLAND, NEBRASKA

By: _____
Its Chair

STATE OF NEBRASKA)
)ss.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this 21st day of September, 2006, by Barry G. Sandstrom and Chad Nabity, Chair and Secretary, respectively, of the Community Redevelopment Authority of the City of Grand Island, Nebraska, on behalf of the Authority.

(SEAL)

Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this _____ day of _____, 2006 by Wile E. Investment Properties, L.L.C. by Melissa R. Girard, Manager.

(SEAL)

Notary Public

EXHIBIT A

DESCRIPTION OF PREMISES

Part of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twenty Two (22), in Township Eleven (11) North, Range Nine (9) West of the 6th P. M., Hall County, Nebraska more particularly described as follows: Beginning at a point which lies 425 feet East of a certain other point which lies 33 feet North of a certain other point which lies 33 feet East of the SW corner of said Section 22, running thence North parallel with the East side of the County Road, 207 feet, thence East parallel with the South line of said Section 22, 100 feet, thence South parallel with the West line of the tract hereby conveyed, 207 feet, thence West parallel with the South line of said Section 22, 100 feet, to the place of beginning, in the City of Grand Island, Hall County, Nebraska.

EXHIBIT B

DESCRIPTION OF PROJECT

Construction of an approximately 4,700 square feet one story wood, cement and brick building located on a 20,000 square feet site for a veterinary clinic and pet hospital.

EXHIBIT C
(Estimated)

1. Construction Costs:

A. Renovation or Building Costs:	\$518,433.00
B. On-Site Improvements:	N/A

2. Soft Costs:

A. Architectural & Engineering Fees:	\$1,100.00
B. Financing Fees:	\$6,000.00
C. Legal/Developer/Audit Fees:	\$2,500.00
D. Contingency Reserves:	N/A
E. Other (Please Specify)	\$
TOTAL	\$525,533.00

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 September 21, 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:

Part of the Southwest Quarter of the Southwest Quarter (SW ¼ SW ¼) of Section Twenty Two (22), in Township Eleven (11) North, Range Nine (9) West of the 6th P. M., Hall County, Nebraska more particularly described as follows: Beginning at a point which lies 425 feet East of a certain other point which lies 33 feet North of a certain other point which lies 33 feet East of the SW corner of said Section 22, running thence North parallel with the East side of the County Road, 207 feet, thence East parallel with the South line of said Section 22, 100 feet, thence South parallel with the West line of the tract hereby conveyed, 207 feet, thence West parallel with the South line of said Section 22, 100 feet, to the place of beginning, in 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 September 21, 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

DATED: _____, 2006

City Clerk

CITY OF GRAND ISLAND, NEBRASKA

By: _____
Mayor

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF GRAND
ISLAND, NEBRASKA

Secretary

By: _____
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:

Part of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twenty Two (22), in Township Eleven (11) North, Range Nine (9) West of the 6th P. M., Hall County, Nebraska more particularly described as follows: Beginning at a point which lies 425 feet East of a certain other point which lies 33 feet North of a certain other point which lies 33 feet East of the SW corner of said Section 22, running thence North parallel with the East side of the County Road, 207 feet, thence East parallel with the South line of said Section 22, 100 feet, thence South parallel with the West line of the tract hereby conveyed, 207 feet, thence West parallel with the South line of said Section 22, 100 feet, to the place of beginning, in 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

MEMORANDUM OF REDEVELOPMENT CONTRACT

NOTICE

On September 21, 2006, The Community Redevelopment Authority of the City of Grand Island, Nebraska, and Wile E. Investment Properties, L.L.C., entered into a Redevelopment Contract regarding the real estate described at:

Part of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twenty Two (22), in Township Eleven (11) North, Range Nine (9) West of the 6th P. M., Hall County, Nebraska more particularly described as follows: Beginning at a point which lies 425 feet East of a certain other point which lies 33 feet North of a certain other point which lies 33 feet East of the SW corner of said Section 22, running thence North parallel with the East side of the County Road, 207 feet, thence East parallel with the South line of said Section 22, 100 feet, thence South parallel with the West line of the tract hereby conveyed, 207 feet, thence West parallel with the South line of said Section 22, 100 feet, to the place of beginning, in 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 September 21, 2006

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF GRAND
ISLAND, NEBRASKA

By: _____
Chairman

ATTEST:

Secretary



City of Grand Island

Tuesday, September 26, 2006

Council Session

Item E8

**Public Hearing on Request of H & H Catering, Inc. dba H & H
Catering, 700 East Stolley Park Road for an Addition to Class
"CK-69738" Liquor License**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: September 26, 2006

Subject: Public Hearing on Request of H & H Catering, Inc. dba H & H Catering, 700 East Stolley Park Road for an Addition to Class “CK-69738” Liquor License

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

Presenter(s): RaNae Edwards, City Clerk

Background

H & H Catering, Inc. dba H & H Catering, 700 East Stolley Park Road has submitted an application for an addition to their Class “CK-69738” Liquor License. The request includes the entire grounds of approximately 300 acres including all buildings (Grandstand, Softball complex, Thompson arena, Concession trailer and Heartland Event’s Center). The addition would add the Heartland Event’s Center to their current license.

Discussion

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all licenses. This application has been reviewed by the Clerk, Building, Fire, Health, and Police Departments. Attached is the Police Department’s recommendation.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the application for an addition of the Heartland Event's Center to H & H Catering Liquor License "CK-69738" located at 700 East Stolley Park Road contingent upon final inspections.

Sample Motion

Move to approve the application for an addition of the Heartland Event's Center to H & H Catering Liquor License "CK-69738" located at 700 East Stolley Park Road contingent upon final inspections.



Dave Heineman
Governor

STATE OF NEBRASKA

NEBRASKA LIQUOR CONTROL COMMISSION

Hobert B. Rupe

Executive Director

301 Centennial Mall South, 5th Floor

P.O. Box 95046

Lincoln, Nebraska 68509-5046

Phone (402) 471-2571

Fax (402) 471-2814

TRS USER 800 833-7352 (TTY)

web address: <http://www.lcc.ne.gov/>

September 7, 2006

City Clerk of Grand Island
100 E 1 Street
PO Box 1968
Grand Island, NE 68802



RE: Addition to Premise for License Class CK #69738

Dear Clerk:

The licensee H & H Catering Inc DBA H & H Catering located at 700 E Stolley Park Road, Grand Island, NE 68801 (Hall County) has requested an addition to premise. (See Attached Diagram). The description for the new license will be read as follows unless changed by State Patrol: **Entire grounds approx 300 acres including all buildings (Grandstand, Softball complex, Thompson arena, Concession trailer and Heartland event center)**

Please review the enclosed description diagram and present this reconstruction to premise request to the Council for consideration and return the results to the Nebraska Liquor Control Commission office. If you should have any questions, please feel free to give me a call at (402) 471-4881.

Sincerely,

Jackie B Matulka

Jackie B. Matulka
Licensing Division

Enclosure
pc: File

Rhonda R. Flower
Commissioner

Bob Logsdon
Chairman

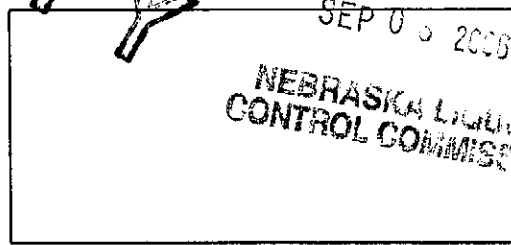
R.L. (Dick) Coyne
Commissioner

**APPLICATION FOR ADDITION,
DELETION, CHANGE OF LOCATION,
RECONSTRUCTION**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814

Website: www.lcc.ne.gov

FEE \$45.00



LICENSEE'S NAME H & H Catering, Inc.

TRADE NAME H & H Catering

PREMISE ADDRESS 700 East Stolley Park Road

CITY/COUNTY Grand Island, NE 68801/Hall County

LICENSE NUMBER #CK-69738 PHONE NUMBER (308) 789-6493

PLEASE CHECK ONE OF THE FOLLOWING

☒ **ADDITION** ☐ **RECONSTRUCTION** ☐ **DELETION**

☐ **CHANGE OF LOCATION** (this application will not be accepted if the license is moving into another jurisdiction)

Address From: _____

Address To: _____

- 1) Include a sketch of the proposed area to be licensed (8 1/2 x 11 paper – no blueprints) indicate the dimensions of the area to be licensed and the direction “north” on the sketch
- 2) Submit a copy of your lease or deed demonstrating ownership
- 3) If you do not know what jurisdiction you are located in, call the city or county clerk
- 4) In order to clarify your changes, an attached explanation is always welcome

AFFIDAVIT

The above reference request, as filed, will comply with the rules and regulations of the Nebraska Liquor Control Act. H & H CATERING, INC.

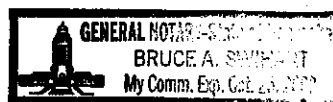
[Signature]
Signature of licensee Alan Hagemeier, President

Subscribed in my presence and first duly sworn to before me on this 15th day of

September, 2006.

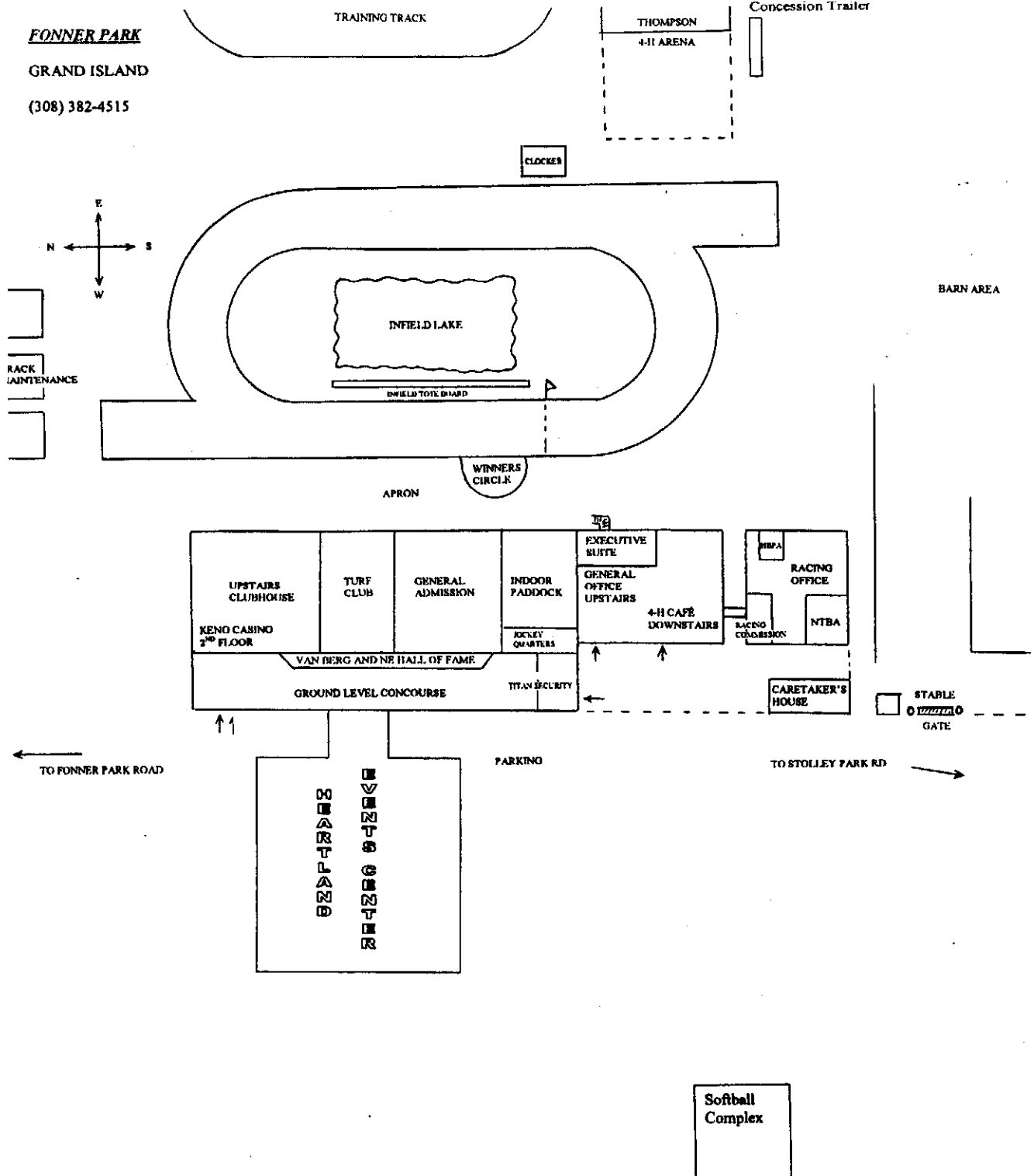
[Signature]
Notary Public signature and seal

Atty 79931
45-man



FORM 35-4179

FONNER PARK
GRAND ISLAND
 (308) 382-4515



Entire Three Level Grandstand, Approx. 560' x 160' (Fonner Keno, Approx. 175' x 90' on 2nd floor; the Clubhouse, Approx. 160' x 160' & Turf Club, Approx. 100' x 60' located on the 3rd floor). Asphalt apron between Grandstand & Race Track. 4-H Café located on 1st floor, approx. 125' x 80' adjacent to south end of Grandstand and Executive Suite located above 4-H Café on 2nd floor. Plus Thompson Arena, 180' x 120' and concession trailer located directly south of Thompson Arena and softball field complex located west of Fonner Park parking lot. The Heartland Events Center approximately 384' x 288'.



**INTEROFFICE
MEMORANDUM**
Police Department

*Working Together for a
Better Tomorrow. Today.*

DATE: September 20, 2006

TO: ReNae Edwards, City Clerk

FROM: Brad Brush, Lieutenant, Police Department

RE: Request of H & H Catering, Inc. dba H & H Catering, 700 E Stolley
Park Road, Grand Island, Nebraska for an Addition to Class "CK-69738"
Liquor License

The Grand Island Police Department is in receipt of the request from H & H Catering, 700 E Stolley Park Road, Grand Island, Nebraska for an Addition to Class "CK-69738" Liquor License.

It is the Police Department's recommendation to accept this Liquor License Addition To "CK-69738", in the name of H & H Catering, 700 E Stolley Park Road, Grand Island, Nebraska 68801.

A handwritten signature in black ink, appearing to read "B. Brush", with a long horizontal flourish extending to the right.

09/20/06
11:40

Grand Island Police Dept.
LAW INCIDENT TABLE

333
Page: 1

City : Grand Island
Occurred after : 11:17:50 09/08/2006
Occurred before : 11:17:50 09/08/2006
When reported : 11:17:50 09/08/2006
Date disposition declared : 09/19/2006
Incident number : L06092960
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License Investigation
Incident address : 700 E Stolley Park Road
State abbreviation : NE
ZIP Code : 68801
Contact or caller : RaNae Edwards
Complainant name number :
Area location code : PCID Police - CID
Received by : Brush B
How received : T Telephone
Agency code : GIPD Grand Island Police Department
Responsible officer : Brush B
Offense as Taken :
Offense as Observed :
Disposition : CLO Closed Case
Misc. number :
Geobase address ID :
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status :
=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	94405		The Paddock,	same location
NM	117506		H & H Catering,	liq lic owner
NM	117515		Hagemeier, Alan R	mentioned
NM	117516		Hagemeier, Donita R	mentioned

LAW INCIDENT NARRATIVE:

Request for assessment & recommendation-Liquor License Addition.

The Liquor license #CK-69738, is in the name H & H Catering, 700 E Stolley Park Road, GI, 68801.

The application for the Liquor License Addition was expected due to the addition of the Heartland Event Center.

The Liquor Manager Designation was Donita Hagemeier according to our records. She was contacted and she advised the following;
Alan hagemeier, President of the corporation; 50% owner.
Donita Hagemeier, Vice-President of the corporation and still the Liquor Manager Designee; 50% owner.

09/20/06
11:40

Grand Island Police Dept.
LAW INCIDENT TABLE

333
Page: 2

It is the police department's recommendation to accept this Liquor License Addition to #CK-69738, in the name of H & H Catering, 700 E Stolley Park Road, GI, 68801.



City of Grand Island

Tuesday, September 26, 2006

Council Session

Item E9

**Public Hearing Pursuant to the Nebraska Liquor Control
Commission Rules and Regulations 53-134.04 Regarding
Complaints Filed Against OK Liquor, 305 West Koenig Street,
Liquor License "D-15914"**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: September 26, 2006

Subject: Public Hearing Pursuant to the Nebraska Liquor Control Commission Rules and Regulations §53-134.04 Regarding Complains Filed Against OK Liquor, 305 West Koenig Street Liquor License “D-15914”

Item #'s: E-9 & I-2

Presenter(s): RaNae Edwards, City Clerk

Background

Nebraska Liquor Control Commission Rules and Regulations §53-134.04 states that:

Any five residents of the city or village shall have the right to file a complaint with the local governing body of such city or village stating that any retail licensee subject to the jurisdiction of such local governing body has been or is violating any provision of the Nebraska Liquor Control Act or the rules or regulations issued pursuant to the act. Such complaint shall be in writing in the form prescribed by the local governing body and shall be signed and sworn to by the parties complaining. The complaint shall state the particular provision, rule, or regulation believed to have been violated and the facts in detail upon which belief is based. If the local governing body is satisfied that the complaint substantially charges a violation and that from the facts alleged there is reasonable cause for such belief, it shall set the matter for hearing within ten days from the date of the filing of the complaint and shall serve notice upon the licensee of the time and place of such hearing and of the particular charge in the complaint. The complaint shall in all cases be disposed of by the local governing body within thirty days from the date the complaint was filed by resolution thereof, which resolution shall be deemed the final order for purposes of appeal to the commission as provided in section 53-1,115.

Discussion

The City Clerk's Office received ten (10) written, signed, and sworn complaints between August 30, 2006 and September 12, 2006 relating to OK Liquor located at 305 West

Koenig Street. On September 12, 2006 the City Clerk notified OK Liquor of the hearing date set for September 26, 2006.

The ten complaints list the sale of alcohol to a minor on several occasions by OK Liquor as the violation and basis for the Public Hearing.

Nebraska Liquor Control Commission Rules and Regulations §53-180 – Sale to minors and incompetents; prohibited states:

No person shall sell, give away, dispose of, exchange, or deliver, or permit the sale, gift, or procuring of any alcoholic liquors, to or for any minor or to any person who is mentally incompetent.

The Council needs to first find that the complaints substantially charge a violation and that from the facts alleged there is reasonable cause for such belief and if so then proceed to the hearing.

If reasonable cause is found, a Public Hearing will be held to allow for the testimony regarding these complaints. City Council will need to take action on one of the following options:

1. Take no action – this will result in the continuation of all rights and privileges of this license
2. Cancel – this will discontinue all rights and privileges of this license
3. Revoke – this will permanently void and recall all rights and privileges of this license

Alternatives

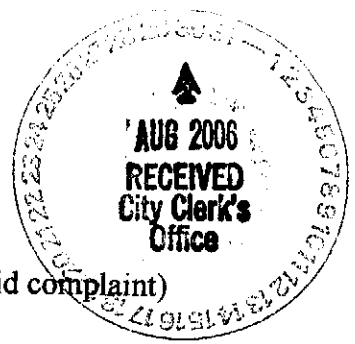
It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Take no action
2. Cancel Liquor License “D-15914” held by OK Liquor
3. Revoke Liquor License “D-15914” held by OK Liquor

Recommendation

City Administration recommends that the Council review the complaints and if reasonable cause is found hear all testimony offered based on the Nebraska Liquor Control Commission Rules and Regulation criteria for revocation of a Liquor License and render a decision after all testimony has been received.

LIQUOR LICENSE CITIZEN COMPLAINT



(Must be a resident of the City of Grand Island in order for this to be a valid complaint)

Name and Address of Business for which complaint is filed against:

OK Liquor of 305 West Koenig, Grand Island, NE 68801 / liquor license D-15914

Nebraska Liquor Control Act Rules or Regulations Violated:

53-180. Sale to minors and incompetents: prohibited. No person shall sell, give away, dispose of, exchange, or deliver, or permit the sale, gift, or procuring of any alcoholic liquors, to or for any minor or to any person who is mentally incompetent.

Facts in detail upon which belief of violation is based (attach additional pages if necessary):

According to the Nebraska Liquor Control Commission and the Hall County court, OK Liquor and its representatives have been cited for the sale of alcohol to a minor on the following dates:

08/30/94 – for this citation Harold Carmichael was fined in Hall County court \$100

(the Nebraska Liquor Control Commission penalized the business with a five day license suspension)

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(the Nebraska Liquor Control Commission penalized the business with twelve days no sale of alcohol or a \$600 fine)

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(the Nebraska Liquor Control Commission penalized the business with two days no sale of alcohol and 34 additional days of either no sale or a \$3400 fine)

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Prior to owning OK Liquor, Harold Carmichael was twice convicted of selling alcohol to a minor:

11/15/86 – for this citation Harold Carmichael was fined in Hall County Court \$200

08/25/89 – for this citation Harold Carmichael was fined in Hall County Court \$200


Signature of Complainant

Name of Complainant (Please Print):

Address:

Virginia Oseka

1528 Windsor Rd.

Grand Island, NE 68801

308-381-4959

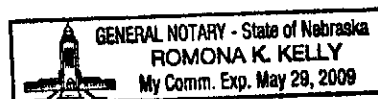
(Phone Number)

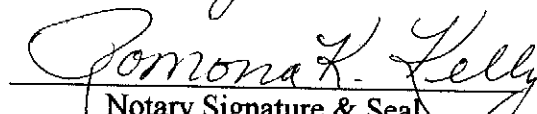
State of Nebraska)

SS:

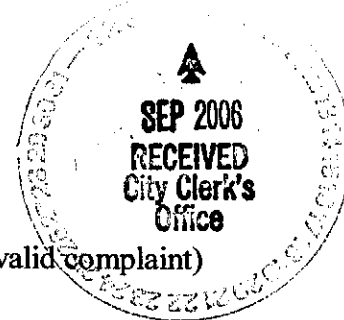
County of Hall)

Subscribed in my presence and sworn to before me this 30th day of August, 2006.




Notary Signature & Seal

LIQUOR LICENSE CITIZEN COMPLAINT



(Must be a resident of the City of Grand Island in order for this to be a valid complaint)

Name and Address of Business for which complaint is filed against:

OK Liquor of 305 West Koenig, Grand Island, NE 68801 / liquor license D-15914

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Heather Sikuta
Signature of Complainant

Name of Complainant (Please Print):

Address:

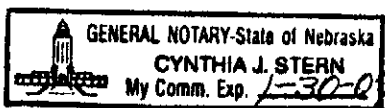
Heather Sikuta
2222 Bellwood Dr. Apt. 102
Grand Island, NE 68801
(308) 730-2156
(Phone Number)

State of Nebraska)

SS:

County of Hall)

Subscribed in my presence and sworn to before me this 31 day of August, 2006.



Cynthia J. Stern
Notary Signature & Seal

LIQUOR LICENSE CITIZEN COMPLAINT



(Must be a resident of the City of Grand Island in order for this to be a valid complaint)

Name and Address of Business for which complaint is filed against:

OK Liquor of 305 West Koenig, Grand Island, NE 68801 / liquor license D-15914

Nebraska Liquor Control Act Rules or Regulations Violated:

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08/25/89 – for this citation Harold Carmichael was fined in Hall County Court \$200

Lex Ann Roach
Signature of Complainant

Name of Complainant (Please Print):

Address:

609 South Cleburn
Grand Island, NE 68801

308/389-2808
(Phone Number)

State of Nebraska)

SS:

County of Hall)

Subscribed in my presence and sworn to before me this 6th day of September, 2006.



Nancy Badura
Notary Signature & Seal

LIQUOR LICENSE CITIZEN COMPLAINT



(Must be a resident of the City of Grand Island in order for this to be a valid complaint)

Name and Address of Business for which complaint is filed against:

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Robert Bank

Signature of Complainant

Name of Complainant (Please Print):

Address:

Robert Bank

1616 Stagecoach Rd

Grand Island, NE 68801

308-382-5034

(Phone Number)

State of Nebraska)

) SS:

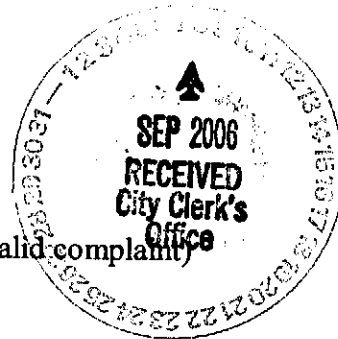
County of Hall)

Subscribed in my presence and sworn to before me this 31st day of August 2006.



Keri M. Ingold
Notary Signature & Seal

LIQUOR LICENSE CITIZEN COMPLAINT



(Must be a resident of the City of Grand Island in order for this to be a valid complaint)

Name and Address of Business for which complaint is filed against:

OK Liquor of 305 West Koenig, Grand Island, NE 68801 / liquor license D-15914

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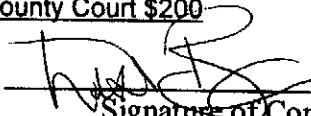
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Signature of Complainant

Name of Complainant (Please Print):

Address:

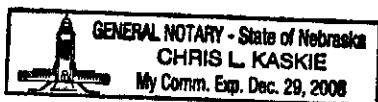
Lisa Baasch
2408 Arrowhead Rd
Grand Island, NE 68801
308/381-9847
(Phone Number)

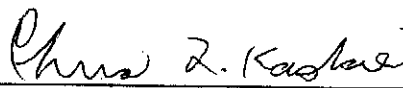
State of Nebraska)

SS:

County of Hall)

Subscribed in my presence and sworn to before me this 7th day of September, 2006.




Notary Signature & Seal

LIQUOR LICENSE CITIZEN COMPLAINT

(Must be a resident of the City of Grand Island in order for this to be a valid complaint)



Name and Address of Business for which complaint is filed against:

OK Liquor of 305 West Koenig, Grand Island, NE 68801 / liquor license D-15914

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Barbara Clinch

Signature of Complainant

Name of Complainant (Please Print):

Address:

Barbara Clinch

2605 Arrowhead Rd

Grand Island, NE 68801

308/388-8245

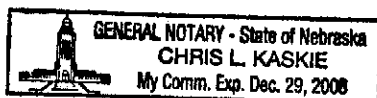
(Phone Number)

State of Nebraska)

SS:

County of Hall)

Subscribed in my presence and sworn to before me this 7th day of September, 2006.

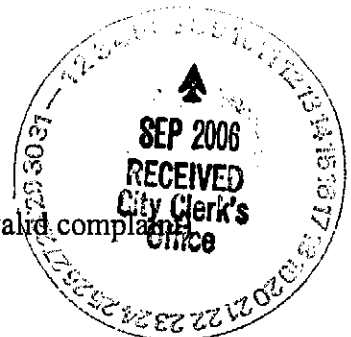


Chris L. Kaskie

Notary Signature & Seal

LIQUOR LICENSE CITIZEN COMPLAINT

(Must be a resident of the City of Grand Island in order for this to be a valid complaint)



Name and Address of Business for which complaint is filed against:

OK Liquor at 305 W. Koenig Grand Island, Ne. 68801 / Liquor License D-159M

Nebraska Liquor Control Act Rules or Regulations Violated:

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08/25/89 – for this citation Harold Carmichael was fined in Hall County Court \$200

Greg Enck
Signature of Complainant

Name of Complainant (Please Print):

Address:

Greg Enck
631 E. Ashton
Grand Island, Ne. 68801

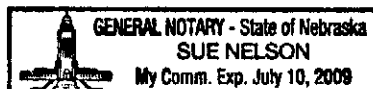
(Phone Number)

State of Nebraska)

SS:

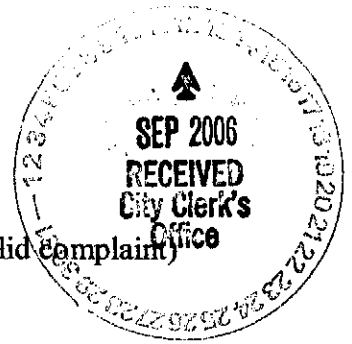
County of Hall)

Subscribed in my presence and sworn to before me this 8th day of Sept., 2006.



Sue Nelson
Notary Signature & Seal

LIQUOR LICENSE CITIZEN COMPLAINT



(Must be a resident of the City of Grand Island in order for this to be a valid complaint)

Name and Address of Business for which complaint is filed against:

OK Liquor of 305 West Koenig, Grand Island, NE 68801 / liquor license D-15914

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08/25/89 – for this citation Harold Carmichael was fined in Hall County Court \$200

Wilfred D. Clinch

Signature of Complainant

Name of Complainant (Please Print):

Address:

WILFRED D. CLINCH
129 RICHMOND TERRACE
GRAND ISLAND, NE 68803
382-6-223

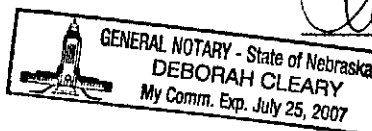
(Phone Number)

State of Nebraska)

SS:

County of Hall)

Subscribed in my presence and sworn to before me this 11th day of September 2006.



Deborah Cleary
Notary Signature & Seal

LIQUOR LICENSE CITIZEN COMPLAINT



(Must be a resident of the City of Grand Island in order for this to be a valid complaint)

Name and Address of Business for which complaint is filed against:

OK Liquor of 305 West Koenig, Grand Island, NE 68801 / liquor license D-15914

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08/25/89 – for this citation Harold Carmichael was fined in Hall County Court \$200

Connie S. Bales

Signature of Complainant

Name of Complainant (Please Print):

Address:

Connie S. Bales

2815 Stagecoach Cr.

Grand Island, NE 68801

308-384-2922

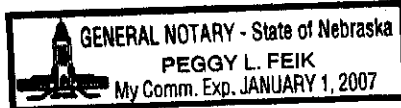
(Phone Number)

State of Nebraska)

)

SS:

County of Hall)



Subscribed in my presence and sworn to before me this 11 day of September, 2006.

Peggy L. Feik
Notary Signature & Seal

LIQUOR LICENSE CITIZEN COMPLAINT



(Must be a resident of the City of Grand Island in order for this to be a valid complaint)

Name and Address of Business for which complaint is filed against:

OK Liquor of 305 West Koenig, Grand Island, NE 68801 / liquor license D-15914

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08/30/94 – for this citation Harold Carmichael was fined in Hall County court \$100

(the Nebraska Liquor Control Commission penalized the business with a five day license suspension)

8/6/1997 – for this citation Harold Carmichael was fined in Hall County court \$500

(the Nebraska Liquor Control Commission penalized with license suspension)

5/9/2003 – for this citation Harold Carmichael was fined in Hall County court \$100

(the Nebraska Liquor Control Commission penalized the business with twelve days no sale of alcohol or a \$600 fine)

9/30/2005 – for this citation Harold Carmichael was fined in Hall County court \$300

(the Nebraska Liquor Control Commission penalized the business with two days no sale of alcohol and 34 additional days of either no sale or a \$3400 fine)

July 31, 2006 – OK Liquor was subjected to a mandatory meeting with the Nebraska Liquor Control Commission due to a history of known sales to minors in the community of Grand Island.

Prior to owning OK Liquor, Harold Carmichael was twice convicted of selling alcohol to a minor:

11/15/86 – for this citation Harold Carmichael was fined in Hall County Court \$200

08/25/89 – for this citation Harold Carmichael was fined in Hall County Court \$200

Signature of Complainant

Name of Complainant (Please Print):

Address:

411 E 19th

Grand Island, Ne 68801

408-385-4045

(Phone Number)

State of Nebraska)

SS:

County of Hall)

Subscribed in my presence and sworn to before me this 11th day of Sept, 2006.

Signature of Notary

Notary Signature & Seal





*Police Department
To Protect and Serve Since 1872*

*Working Together for a
Better Tomorrow. Today.*

Criminal Division

Captain Kerry Mehlin	Lt. Brad Brush
Inv. Jim Duering	Inv. Dean Kottwitz
Inv. Mike Nelson	Inv. Sara Mann
Inv. Craig Dvorak	Inv. Mark Wiegert
Inv. Ben Arrants	
Evidence Officer Mike Vasey	

Contacts with OK Liquor and owners Harold & Kathy Carmichael

11-15-86 Harold Carmichael charged w/ Selling alcohol to Minor. Fined \$200+costs.

08-25-89 Harold Carmichael charged w/ Selling alcohol to Minor. Fined \$200+costs.

11-26-94 Harold Carmichael charged w/ Selling cigarettes to Minor. Fined \$100+costs.

08-06-97 Harold Carmichael charged w/ Selling alcohol to Minor. Fined \$500+costs.

02-16-99 Harold Carmichael charged w/
Discharging of Firearm at Occupied Vehicle. Fined \$500+costs.
Use of Firearm to Commit Felony. Fined \$500+costs.

05-09-03 Harold Carmichael charged w/ Selling alcohol to Minor. Fined \$100+costs.

12-30-03 Harold Carmichael charged w/ Selling cigarettes to Minor. Fined \$25+costs.

05-21-04 Harold reported minor attempting to purchase alcohol. Minor cited.
County Attorney dismissed the charge 07-02-04

10-30-04 Harold Carmichael reported minors attempting to purchase alcohol.
County Attorney dismissed the charge 10/04.

03-19-05 Kathy Carmichael charged w/ Selling cigarettes to Minor. Fined \$50+costs.

09-30-05 Harold Carmichael charged w/ Selling alcohol to Minor. Fined \$300+costs.

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Inv. Jim Duering	Inv. Dean Kottwitz
Inv. Mike Nelson	Inv. Sara Mann
Inv. Craig Dvorak	Inv. Mark Wiegert
Inv. Ben Arrants	
Evidence Officer Mike Vasey	

01-23-06 Kathy Carmichael charged w/ Selling alcohol to Minor, who was arrested for DUI at W. South Front & Eddy, on 01-14-06. Pending.

06-18-06 Harold Carmichael contacted by GIPD Officer reference 26 year old male who made the alcohol just purchased by the 26 year old male at OK Liquor available to a Minor while still on OK Liquor property. 26 year old male who made the alcohol available to the Minor was arrested for;

Possession of Controlled Substance (meth) [28-416] Class IV FO

Procuring Alcohol to a Minor [53-180] Class III MO

Driving During Suspension [60-4,108] Class II MO

The 26 year old male was ultimately charged w/ Possession of Controlled Substance (meth) [28-416] Class IV FO

Respectfully submitted by

Lieutenant Brad Brush



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The Police Department has one additional contact with OK Liquor and owners Harold and Kathy Carmichael that occurred since 6-18-06 that should be included in the City Council packet.

8-9-06 Harold Carmichael reported a minor attempting to purchase alcohol. A minor was charged with attempting to purchase from OK Liquor and possession of alcohol acquired from another person.

Respectfully submitted by,

Chief Steven Lamken

NSP Contacts with OK Liquor

Harold and Kathy Carmichael are the partners for the Class D liquor license, #15914, DBA OK Liquor, 305 West Koenig. The license was issued on September 8, 1988. Upon reviewing case files, Inv. Rogers compiled this summary of the contacts that NSP officers have had with the Carmichaels at the establishment.

Prior to the NLCC issuing the license for the Carmichaels, Inv. Hruza conducted a background investigation for the NLCC. The interview report indicates that Harold is a High School graduate, who attended Kearney State College for 2 years. Included in his report is information that Harold Carmichael had been employed as a night sales clerk for Fine Liquor, from November 1979 to September 1986. From May 1986 to August of 1988, Harold was employed as a night sales clerk at OK Liquor, for the previous owner. Harold was convicted of a procuring (selling) alcohol for a minor charge while working at the store, on November 15, 1986. He plead guilty to the charge, and was fined \$200.00 and court costs. Carmichael then began to lease the store in 1988, with a purchase agreement worked out.

On August 30, 1994, Harold sold alcohol to a minor CI during an alcohol compliance check that was conducted by Inv. Jones. Harold was found guilty, and was fined \$100.00 and court costs by the Hall County Court. The NLCC suspended his liquor license for 5 days.

On May 20, 1995, Harold sold Tobacco to a minor CI during a tobacco compliance check that was conducted by Inv. Barnason. Harold pleads guilty, and was fined \$50.00 and court costs by the Hall County Court.

On August 6, 1997, Harold sold alcohol to a minor, and was cited by the Grand Island PD. (It is unknown if this was a compliance check.) Harold pleads guilty, and was fined \$500.00 and court costs by the Hall County court. The NLCC suspended his liquor license for both selling alcohol to a minor, and failure to use the ID book.

On February 12, 1999, the Grand Island PD and Inv. Adams investigated an incident where Harold was involved with a discharge of a firearm. Harold was originally charged with Firing a Weapon, a felony, and Use of a Weapon to Commit a Felony. The Hall County court amended the charges, and Harold was convicted of Attempt of a Class I misdemeanor, and Criminal Mischief in excess of \$100. Harold was fined \$500.00 for each count. The NLCC suspended his liquor license.

On May 9, 2003, Harold sold alcohol to a minor CI during an alcohol compliance check that was conducted by Inv. Zeleski and GIPD. He was fined \$100.00 and court costs, and the NLCC suspended his liquor license.

On March 19, 2005, Kathy Carmichael sold tobacco to a 15 year old minor CI during a tobacco compliance check, which was conducted by Inv. Rogers, GIPD, and Hall County SO. Kathy checked the minors new Nebraska Learners Permit, entered information into a calculator, and sold the tobacco to the minor. Kathy was cited by the SO.

On September 30, 2005, Harold sold alcohol to a 17 year old minor CI during an alcohol compliance check conducted by Inv. Rogers, GIPD, and the Hall County SO. The CI was extremely young looking, and Harold did not check her identification. The liquor license was suspended by the NLCC for 36 days.

Inv. Lorri J. Rogers
Alcohol Tobacco Enforcement
Nebraska State Patrol



City of Grand Island

Tuesday, September 26, 2006

Council Session

Item F1

#9077 - Consideration of Vacating Easement - St. Francis Medical Center - 2620 W. Faidley Avenue

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: September 26, 2006

Subject: Vacation of Utility Easements– 2620 W Faidley Ave
St Francis Medical Center

Item #'s: F-1

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

Background

The Utilities Department needs to vacate two easements relative to the property of the St. Francis Medical Center, 2620 W Faidley Avenue, in the City of Grand Island, Hall County. The easements were located on top of electric utility cables and two pad-mounted transformers that are in the process of being relocated to facilitate the construction of additions to the St Francis Medical Center.

Discussion

The easements were originally created to provide access to upgrade, maintain, and repair the utility lines and transformers within the easements. Since the lines are being relocated, and buildings need to be constructed in these locations, the easements will no longer be needed.

The easements to be vacated are in two sections. A new easement to replace these will be acquired by a separate document.

Alternatives

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

1. Move to approve vacation of the 16 ft. utility easements
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 No. 9077 to vacate the utility easements as described on the St. Francis Medical Center property.

Sample Motion

Motion to approve Ordinance No. 9077 to vacate the utility easements as described on the St Francis Medical Center property.

ORDINANCE NO. 9077

Vacate easement described in doc # 77-002499
and
Vacate electric easement described in doc # 81-003216

An ordinance to vacate an existing sixteen (16.0) foot wide easement recorded in the Hall County Register of Deeds as document No. 77-002499; and to vacate an existing sixteen (16.0) foot wide electric easement recorded in the Hall County Register of Deeds as document No. 81-003216; both easements being located in part of Lot One (1) Saint Francis Medical Third Subdivision in the City of Grand Island, Hall County, Nebraska;

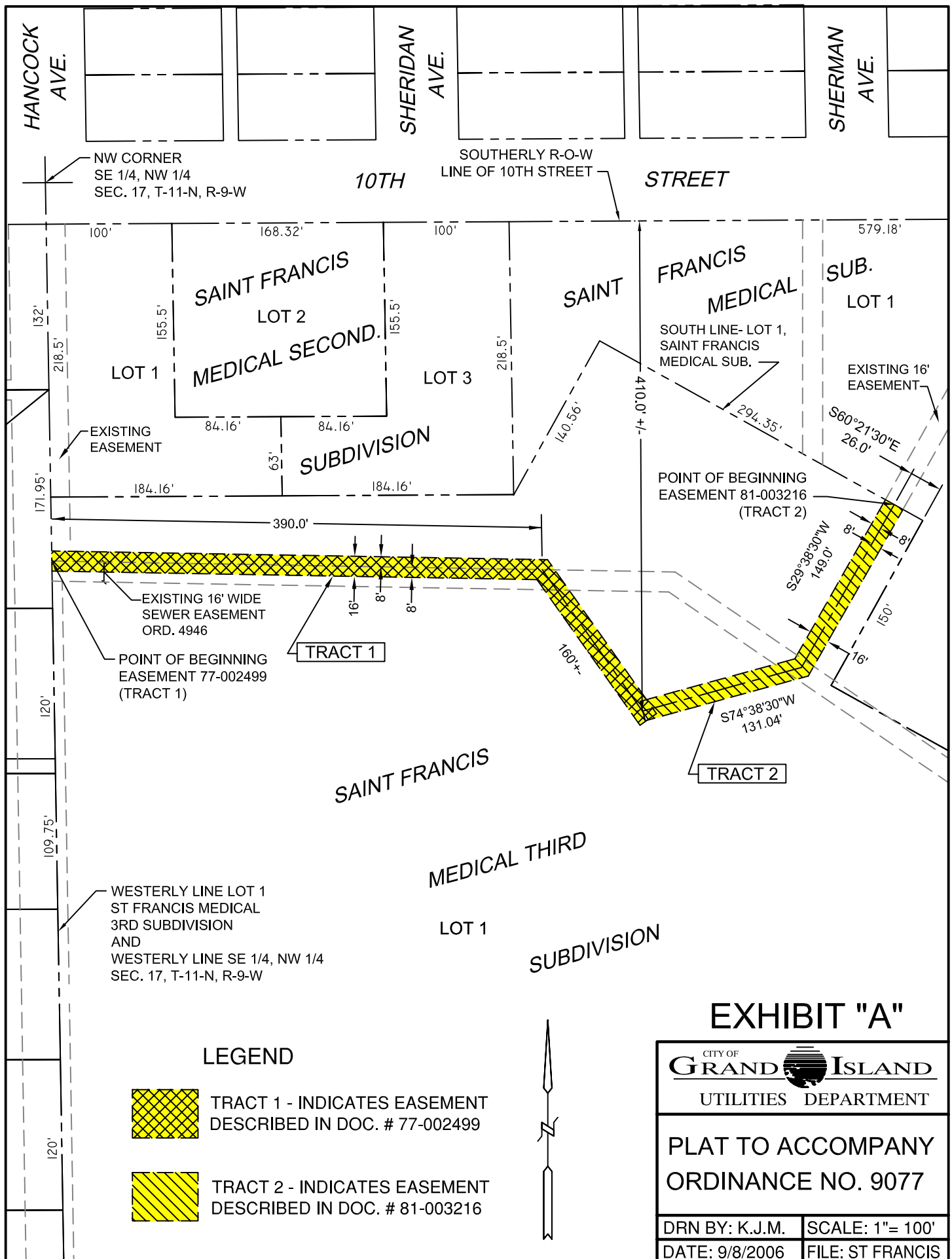
Easement # 77-002499 (Tract 1)

A sixteen (16.0) foot wide tract of land lying eight (8.0) feet on each side of a line described as follows: Beginning at a point where the westerly prolongation of the north line of the sanitary sewer easement in Ordinance No. 4946, recorded in the Misc. Book 21, page 313, in the Register of Deeds office of Hall County, Nebraska, intersects the westerly line of the Southeast Quarter of the Northwest Quarter (SE 1/4, NW 1/4) of Section Seventeen (17), Township Eleven (11) North, Range Nine (9) West; thence running easterly along the northerly line of the said sanitary sewer easement, for a distance of three hundred ninety (390.0) feet; thence running southeasterly a distance of one hundred sixty (160.0) feet, more or less, to a point four hundred ten (410.0) feet, more or less, south of the south right-of-way line of 10th Street and four hundred seventy five (475.0) feet, more or less, west of the west right-of-way line of Howard Avenue.

Easement # 81-003216 (Tract 2)

A sixteen (16.0) foot wide tract of land, the centerline being more particularly described as follows: Commencing at the Northeast corner of Lot One (1) Saint Francis Medical Subdivision; thence west for two hundred thirty six and seventy hundredths (236.70) feet along the north line of said Lot One (1); thence S23°09'52"E, a distance of one hundred forty eight (148.0) feet; thence N60°21'30"W, a distance of thirty eight and seventeen hundredths (38.17) feet; thence S29°38'30"W, a distance of one hundred twenty eight and forty four hundredths (128.44) feet to the ACTUAL Point of Beginning, being a point on the southerly line of said Lot One (1) and S60°21'30"E, a distance of twenty six (26.0) feet to a property corner on said southerly line; thence continuing S29°38'30"W, a distance of one hundred forty nine (149.0) feet; thence S74°38'30"W, a distance of one hundred thirty one and four hundredths (131.04) feet

The above described easements to be vacated are shown and more particularly described on Exhibit "A", dated 9/8/2006, attached hereto.



* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9077

An ordinance to vacate a portion of an existing sixteen (16.0) foot wide easement recorded in the office of the Hall County Register of Deeds on May 10, 1977 as Document No. 77-002499, and to vacate a portion of an existing sixteen (16.0) foot wide easement recorded in the office of the Hall County Register of Deeds on June 19, 1981, as Document No. 81-003216; 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 sixteen (16.0) foot wide easement recorded in the office of the Hall County Register of Deeds on May 10, 1977, as Document No. 77-002499, and a portion of an existing sixteen (16.0) foot wide easement recorded in the office of the Hall County Register of Deeds on June 19, 1981, as Document No. 81-003216, and through a part of Lot One (1), Saint Francis Medical Third Subdivision in the City of Grand

ORDINANCE NO. 9077 (Cont.)

Island, Hall County, Nebraska, more particularly described as follows, is hereby vacated. Such easement to be vacated is shown and more particularly described on Exhibit A attached hereto.

TRACT NO. 1:

A sixteen (16.0) foot wide tract of land lying eight (8.0) feet on each side of a line described as beginning at a point where the westerly prolongation of the north line of the sanitary sewer easement in Ordinance No. 4946, recorded in the Misc. Book 21, page 313, in the Register of Deeds office of Hall County, Nebraska, intersects the westerly line of the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Seventeen (17), Township Eleven (11) North, Range Nine (9) West; thence running easterly along the northerly line of the said sanitary sewer easement, for a distance of three hundred ninety (390.0) feet; thence running southeasterly a distance of one hundred sixty (160.0) feet, more or less, to a point four hundred ten (410.0) feet, more or less, south of the south right-of-way line of 10th Street and four hundred seventy five (475.0) feet, more or less, west of the west right-of-way line of Howard Avenue.

TRACT NO. 2:

A sixteen (16.0) foot wide tract of land lying eight (8.0) feet on each side of a line described as commencing at the Northeast corner of Lot One (1) Saint Francis Medical Subdivision; thence west for two hundred thirty six and seventy hundredths (236.70) feet along the north line of said Lot One (1); thence S23°09'52"E, a distance of one hundred forty eight (148.0) feet; thence N60°21'30"W, a distance of thirty eight and seventeen hundredths (38.17) feet; thence S29°38'30"W, a distance of one hundred twenty eight and forty four hundredths (128.44) feet to the actual point of beginning, being a point on the southerly line of said Lot One (1) and S60°21'30"E, a distance of twenty six (26.0) feet to a property corner on said southerly line; thence continuing S29°38'30"W, a distance of one hundred forty nine (149.0) feet; thence S74°38'30"W, a distance of one hundred thirty one and four hundredths (131.04) feet.

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.

ORDINANCE NO. 9077 (Cont.)

Enacted: September 26, 2006.

Attest:

Jay Vavricek, Mayor

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 26, 2006

Council Session

Item F2

**#9078 - Consideration of Annexation of Property Located at 502
East Capital Avenue**

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

Staff Contact: Chad Nabity

* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9078

An ordinance to extend the boundaries and include within the corporate limits of, and to annex to the City of Grand Island, Nebraska, a tract of land comprising a part of the West Half of the East Half of the West Half of the Southeast Quarter (W 1/2, E 1/2, W 1/2, SE 1/4) of Section Four (4), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. in Hall County, Nebraska; to provide service benefits thereto; to confirm zoning classifications; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, after public hearing on August 2, 2006, the Regional Planning Commission recommended the approval of annexing into the City of Grand Island, a part of the West Half of the East Half of the West Half of the Southeast Quarter (W1/2, E1/2, W1/2, SE1/4) of Section Four (4), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. in Hall County, Nebraska, more particularly described as follows, into the City of Grand Island, Hall County, Nebraska:

Beginning at the southwest corner of said West Half of the East Half of the West Half of the Southeast Quarter (W1/2, E1/2, W1/2, SE1/4); thence running northerly along the west line of said West Half of the East Half of the West Half

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

ORDINANCE NO. 9078 (Cont.)

of the Southeast Quarter (W1/2, E1/2, W1/2, SE1/4), on an Assumed Bearing of N00°06'21"W, a distance of One Thousand Nine Hundred Eighty One and Forty Six Hundredths (1981.46) feet; thence running S89°00'06"E, a distance of Three Hundred Thirty Three and Eighty Five Hundredths (333.85) feet; to a point on the east line of said West Half of the East Half of the West Half of the Southeast Quarter (W1/2, E1/2, W1/2, SE1/4); thence running S00°09'15"E, along the east line of said West Half of the East Half of the West Half of the Southeast Quarter (W1/2, E1/2, W1/2, SE1/4), a distance of One Thousand Five Hundred Eighty Six and Forty Nine Hundredths (1589.49) feet, to the northeast corner of Lot One (1), Smith Acres Subdivision; thence running N88°58'38"W, along the north line of Lot One (1), Smith Acres Subdivision, a distance of One Hundred Sixty Seven and Seventy Two Hundredths (167.72) feet to the northwest corner of Lot One (1), Smith Acres Subdivision; thence running S00°09'51"E, along the west line of Smith Acres Subdivision, a distance of Three Hundred Ninety Five and Twenty Hundredths (395.20) feet, to a point on the south line of said West Half of the East Half of the West Half of the Southeast Quarter (W1/2, E1/2, W1/2, SE1/4); thence running N88°57'24"W, along the south line of said West Half of the East Half of the West Half of the Southeast Quarter (W1/2, E1/2, W1/2, SE1/4), a distance of One Hundred Sixty Seven and Eighty Eight Hundredths (167.88) feet, to the point of beginning.

WHEREAS, after public hearing on September 26, 2006, the City Council of the City of Grand Island found and determined that such annexation be approved; and

WHEREAS, on September 26, 2006, the City Council of the City of Grand Island approved such annexation on first reading.

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

SECTION 1. It is hereby found and determined that:

(A) The above described tract of land is urban or suburban in character, and that the subject property is contiguous or adjacent to the corporate limits of said City.

(B) The subject land will receive the material benefits and advantages currently provided to land within the City's corporate limits including, but not limited to police, fire, emergency services, street maintenance, and utilities services upon annexation to

ORDINANCE NO. 9078 (Cont.)

the City of Grand Island, Nebraska, and that City electric, water and sanitary sewer service is available, or will be made available, as provided by law.

(C) The various zoning classifications of the land shown on the Official Zoning Map of the City of Grand Island, Nebraska, are hereby confirmed.

(D) There is unity of interest in the use of the said tract of land, lots, tracts, highways and streets (lands) with the use of land in the City, and the community convenience and welfare and in the interests of the said City will be enhanced through incorporating the subject land within the corporate limits of the City of Grand Island.

(E) The plan for extending City services adopted by the City Council by the passage and approval of Resolution No. 2006-242 is hereby approved and ratified as amended.

SECTION 2. The boundaries of the City of Grand Island, Nebraska, be and are hereby extended to include within the corporate limits of the said City the contiguous and adjacent tract of land located within the boundaries described above.

SECTION 3. The subject tract of land is hereby annexed to the City of Grand Island, Hall County, Nebraska, and said land and the persons thereon shall thereafter be subject to all rules, regulations, ordinances, taxes and all other burdens and benefits of other persons and territory included within the City of Grand Island, Nebraska.

SECTION 4. The owners of the land so brought within the corporate limits of the City of Grand Island, Nebraska, are hereby compelled to continue with the streets, alleys, easements, and public rights-of-way that are presently platted and laid out in and through said real estate in conformity with and continuous with the streets, alleys, easements and public rights-of-way of the City.

ORDINANCE NO. 9078 (Cont.)

SECTION 5. That a certified copy of this Ordinance shall be recorded in the office of the Register of Deeds of Hall County, Nebraska and indexed against the tracts of land.

SECTION 6. Upon taking effect of this Ordinance, the services of said City shall be furnished to the lands and persons thereon as provided by law, in accordance with the Plan for Extension of City Services adopted by herein.

SECTION 7. That all ordinances and resolutions or parts thereof in conflict herewith are hereby repealed.

SECTION 8. This ordinance shall be in full force and effect from and after its passage, approval and publication, in pamphlet form, as provided by law.

Enacted: September 26, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 26, 2006

Council Session

Item F3

**#9079 - Consideration of Change of Zoning for a Tract of Land
Proposed for Platting as Sterling Estates Subdivision from R1
Suburban Residential & R4 High Density Residential to R1
Suburban Residential, R4 High Density Residential & RO
Residential Office**

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9079

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land comprising of a part of the Northwest Quarter (NW ¼) of Section Twelve (12), Township Eleven (11) North, Range Ten (10) West of the 6th P.M. in Hall County, Nebraska, from R4 High Density Residential to RO Residential; 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 36-7; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on September 6, 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 September 26, 2006, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned and reclassified and changed to R4 High Density Residential:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 12; THENCE ON AN ASSUMED BEARING OF S00°15'36"W UPON AND ALONG THE EAST LINE OF SAID

ORDINANCE NO. 9079 (Cont.)

NW1/4 A DISTANCE OF 32.89 FEET TO THE POINT OF INTERSECTION OF SAID EAST LINE AND THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE; THENCE N89°00'37"W ALONG SAID SOUTH R.O.W. LINE A DISTANCE OF 90.00 FEET; THENCE S00°15'38"W A DISTANCE OF 616.79 FEET TO THE POINT OF BEGINNING; THENCE N89°07'20"W A DISTANCE OF 1152.03 FEET; THENCE S00°52'40"W A DISTANCE OF 1279.60 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 40°00'00", AN ARC LENGTH OF 69.81 FEET, A RADIUS OF 100.00 FEET AND A CHORD BEARING S19°07'20"E FOR A DISTANCE OF 68.40 FEET; THENCE S39°07'20"E A DISTANCE OF 221.03 FEET TO A POINT ON THE WEST LINE OF A UNPLATTED TRACT OF LAND; THENCE N00°16'07"E ALONG THE WEST LINE OF SAID UNPLATTED TRACT A DISTANCE OF 559.76 FEET TO THE NORTHWEST CORNER OF SAID UNPLATTED TRACT; THENCE N89°45'31"W ALONG THE NORTH LINE OF SAID UNPLATTED TRACT AND THE NORTH LINE OF AUTUMN PARK SECOND SUBDIVISION A DISTANCE OF 635.43 FEET TO THE NORTHWEST CORNER OF AUTUMN PARK SUBDIVISION; THENCE N89°45'04"W ALONG THE NORTH LINE OF AUTUMN PARK SUBDIVISION A DISTANCE OF 367.30 FEET; THENCE N00°15'38"E A DISTANCE OF 942.44 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1,172,243 SQUARE FEET OR 26.91 ACRES MORE OR LESS.

SECTION 2. The following tract of land is hereby rezoned and reclassified and changed to RO Residential Office:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 12; THENCE ON AN ASSUMED BEARING OF S00°15'36"W UPON AND ALONG THE EAST LINE OF SAID NW1/4 A DISTANCE OF 32.89 FEET TO THE POINT OF INTERSECTION OF SAID EAST LINE AND THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE; THENCE N89°00'37"W ALONG SAID SOUTH R.O.W. LINE A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING; THENCE S00°15'38"W A DISTANCE OF 616.79 FEET; THENCE N89°07'20"W A DISTANCE OF 932.03 FEET; THENCE N00°52'40"E A DISTANCE OF 618.56 FEET TO A POINT ON THE SOUTH R.O.W. LINE OF CAPITAL AVENUE; THENCE S89°00'37"E ALONG SAID SOUTH R.O.W. LINE A DISTANCE OF 925.39 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 573,623 SQUARE FEET OR 13.17 ACRES MORE OR LESS.

SECTION 3. The following tract of land is hereby rezoned and reclassified and changed

ORDINANCE NO. 9079 (Cont.)

to R1 Suburban Density Residential:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 12; THENCE ON AN ASSUMED BEARING OF N89°07'58"W UPON AND ALONG THE SOUTH LINE OF SAID NW1/4 AND THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF STATE STREET A DISTANCE OF 1152.95' FEET, TO THE INTERSECTION OF THE NORTH R.O.W. LINE OF STATE STREET AND WEST R.O.W. OF EBONY LANE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N89°07'58"W ALONG AND UPON SAID NORTH R.O.W. LINE OF STATE STREET A DISTANCE OF 170.01' FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER (W1/2, SW1/4) OF SAID SECTION 12; THENCE N89°07'20"W A DISTANCE OF 1022.41' FEET; THENCE N00°24'10"E A DISTANCE OF 825.17' FEET; THENCE N89°09'11"W A DISTANCE OF 266.93' FEET TO A POINT ON THE EAST ROW OF NORTH ROAD; THENCE N 89°09'11W A DISTANCE OF 32.92' FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 12; THENCE N00°27'51"E ALONG SAID WEST LINE OF SECTION 12 A DISTANCE OF 49.75' FEET; THENCE S89°11'37"E A DISTANCE OF 32.91' FEET TO A POINT ON THE EAST ROW LINE OF NORTH ROAD; THENCE S89°11'37"E A DISTANCE OF 267.02' FEET; THENCE N00°26'09"E A DISTANCE OF 144.91' FEET; THENCE N89°11'05"W A DISTANCE OF 266.96' FEET TO A POINT ON THE EAST ROW LINE OF NORTH ROAD; THENCE N89°11'05"W A DISTANCE OF 32.90' FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE N00°27'51"E ALONG SAID WEST LINE OF THE NORTHWEST QUARTER A DISTANCE OF 1360.86' FEET TO THE SOUTHWEST CORNER OF NORTHWEST SUBDIVISION; THENCE S89°01'20"E ALONG THE SOUTH LINE OF NORTHWEST SUBDIVISION A DISTANCE OF 33.16' FEET TO A POINT ON THE EAST ROW LINE OF NORTH ROAD; THENCE S89°01'20"E AND CONTINUING ALONG SAID SOUTH LINE A DISTANCE OF 1089.87' FEET TO THE SOUTHEAST CORNER OF NORTHWEST SUBDIVISION; THENCE N00°26'38"E A DISTANCE 240.99' FEET TO A POINT ON THE SOUTH ROW OF CAPITAL AVENUE; THENCE S89°00'37"E ALONG THE SOUTH ROW LINE OF CAPITAL AVENUE A DISTANCE OF 498.48 FEET; THENCE S00°52'40"W A DISTANCE OF 618.56 FEET; THENCE N89°07'20"W A DISTANCE OF 220.00 FEET; THENCE S00°52'40"W A DISTANCE OF 1279.60 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 40°00'00", AN ARC LENGTH OF 69.81 FEET; A RADIUS OF 100.00 FEET AND A CHORD BEARING S19°07'20"E FOR A DISTANCE OF 68.40 FEET; THENCE S39°07'20"E A DISTANCE OF 221.03 FEET TO A POINT ON THE WEST LINE OF A UNPLATTED TRACT OF LAND; THENCE S00°16'07"W ALONG THE WEST LINE OF SAID UNPLATTED TRACT A DISTANCE OF 370.92 FEET TO THE NORTHEAST CORNER OF EBONY LANE; THENCE N89°56'19"W ALONG THE NORTH ROW LINE OF EBONY LANE A

ORDINANCE NO. 9079 (Cont.)

DISTANCE OF 60.08' FEET; THENCE S00°13'21"W ALONG THE WEST ROW OF EBONY LANE A DISTANCE OF 115.03' FEET TO THE POINT OF BEGINNING: SAID TRACT CONTAINS 3,312,927 SQUARE FEET OR 76.05 ACRES MORE OR LESS.

SECTION 4. 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 5. 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: September 26, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 26, 2006

Council Session

Item F4

#9080 - Consideration of Amendments to Chapter 32-2 of the Grand Island City Code Relative to Trees and Shrubs Projecting into the Street

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: September 26, 2006

Subject: Consideration of Amendments to Chapter 32-2 of the Grand Island City Code Relative to Trees and Shrubs Projecting into the Street

Item #'s: F-4

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

Background

The City Code requires trees that overhang the street or sidewalk maintain a minimum of 14' clearance.

The City Code also restricts hedges and foliage, continuous of 5' or more, to a height of no more than 36 inches in the required front yard set back; however the City Code does not have a similar height restriction in the right-of-way.

Discussion

Administration is recommending the overhang clearance to a sidewalk be reduced from 14' to 8'.

To be consistent with height restrictions in the required front yard set back, administration is recommending adding a height restriction to the City Code for landscaping in the Right-of-Way.

The recommended changes for Section 2 of Chapter 32 are underlined:

§32-2. Trees and Shrubs Projecting Into Street

It is hereby declared unlawful for any property owner or any lessee or occupant of any property to permit the limbs, branches or foliage of any tree or shrub upon such property to project into or extend over any street, lane, or sidewalk in such manner that there shall be a clearance of less

than fourteen feet between the surface of such street, lane, or less than seven between the sidewalk and such limbs, branches, or foliage.

Administration is recommending the following be added.

It is also declared unlawful for any property owner or any lessee or occupant of any property to plant, grow, keep or maintain, or cause to be planted, grown, kept, or maintained, any hedge, bush, or shrubbery of any kind or nature, within the Public Right-of-Way to be continuous of five or more and of a height over three feet above the roadway surface measured from the nearest top of the roadway surface or the centerline grade of the roadway, whichever is higher.

Alternatives

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

1. Move to approve an Ordinance amending the 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 approve an Ordinance to restrict overhanging trees to a minimum of 8' above the sidewalk and restrict shrub height to 36" within the Right-of-Way.

Sample Motion

Motion to approve the Ordinance on trees and shrubs projecting into the street.

ORDINANCE NO. 9080

An ordinance to amend Chapter 32 of the Grand Island City Code; to amend Section 32-2 pertaining to trees and shrubs projecting into the street; to repeal Section 32-2 as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 32-2 of the Grand Island City Code is hereby amended to read as follows:

§32-2

It is hereby declared unlawful for any property owner or any lessee or occupant of any property to permit the limbs, branches or foliage of any tree or shrub upon such property to project into or extend over any street, lane, or sidewalk in such manner that there shall be a clearance of less than fourteen feet between the surface of such street, lane, or less than eight feet between the sidewalk and such limbs, branches, or foliage.

It is also declared unlawful for any property owner or any lessee or occupant of any property to plant, grow, keep or maintain, or cause to be planted, grown, kept, or maintained, any hedge, bush or shrubbery of any kind or nature, within the public right-of-way to be continuous of five feet (5') or more and of a height over three feet (3') above the roadway surface measured from the nearest top of the roadway surface or the centerline grade of the roadway, whichever is higher.

SECTION 2. Section 32-2 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

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: September 26, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input checked="" type="checkbox"/>	_____
September 21, 2006	<input checked="" type="checkbox"/>	City Attorney



City of Grand Island

Tuesday, September 26, 2006

Council Session

Item G1

Approving Minutes of September 12, 2006 City Council Regular Meeting

Staff Contact: RaNae Edwards

OFFICIAL PROCEEDINGS

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

September 12, 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 September 12, 2006. Notice of the meeting was given in *The Grand Island Independent* on September 6, 2006.

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

INVOCATION was given by Reverend David McCreary, First United Methodist Church, 724 West 12th Street followed by the PLEDGE OF ALLEGIANCE.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of Grand Island South Side Nationals Little League Baseball Team, Nebraska Champions and Mid-West Regional Semi-Finalists. The Mayor and City Council recognized the Grand Island South Side Nationals Little League Baseball Team. They were the City, Districts, and State Champions and went on to play in the Mid-West Regional Semi-Finals in Indianapolis, Indiana. The following boys and their coaches were recognized: Will Bamesberger, Sam Foltz, Blake Fruchtl, Ryker Fyfe, Ryan Harris, Austin Meyer, Tanner Meyer, Ben Moul, Kyle Simonds, Austin Steinwart, Alce Waters, and Coaches Monte Fyfe, Greg Enck, and Dennis Fruchtl.

Recognition of Contributors to the "GREAT" Summer Youth Program. The Mayor and City Council recognized Coca-Cola, Pepsi Bottling Group, Sam's Club, Skagway, Swift and Co., and Howard School for sponsoring the Gang Resistance Education Awareness Training (GREAT) program this summer. Police Officer Rick Ressel gave an update on the summer's program. Dr. Steve Joel thanked the Police Department and commented on the impact of this program. Representatives from Sam's Club, Swift & Co., and Skagway were present along with several students who had attended the program.

Mayor Vavricek stated he had a potential conflict of interest with Resolution #2006-BE-11 and Ordinance #9072 and would not be voting in case of a tie.

ADJOURN TO BOARD OF EQUALIZATION: Motion by Hornady, second by Pielstick, carried unanimously to adjourn to the Board of Equalization.

#2006-BE-7 – Consideration of Determining Benefits for Street Improvement District No. 1257, Shanna Street in Western Heights 4th Subdivision. Steve Riehle, Public Works Director reported that Street Improvement District No. 1257 was completed by Diamond Engineering Company and a certificate of final completion was approved on August 8, 2006. The cost to be assessed was \$129,474.92.

Motion by Pielstick, second by Hornady to approve Resolution #2006-BE-7. Upon roll call vote, all voted aye. Motion adopted.

#2006-BE-8 – Consideration of Determining Benefits for Water Main District No. 452, Knott and Palu Subdivision Areas. Gary Mader, Utilities Director reported that Water Main District No. 452 was created at the request of the property owners to serve Knott Avenue, Lake Street, and Tri Street. The cost to be assessed to the district was \$72,353.27.

Motion by Hornady, second by Pielstick to approve Resolution #2006-BE-8. Upon roll call, all voted aye. Motion adopted.

#2006-BE-9 – Consideration of Determining Benefits for Business Improvement District #3. David Springer, Finance Director reported that the City Council in its' capacity as the Board of Equalization was required to determine the benefits for BID #3. Special assessments were for the amount of \$34,314.47.

Motion by Nickerson, second by Cornelius to approve Resolution #2006-BE-9. Upon roll call, all voted aye. Motion adopted.

#2006-BE-10 – Consideration of Determining Benefits for Business Improvement District #4. David Springer, Finance Director reported that the City Council in its' capacity as the Board of Equalization was required to determine the benefits for BID #4. Special assessments were for the amount of \$17,348.99.

Motion by Nickerson, second by Cornelius to approve Resolution #2006-BE-10. Upon roll call, all voted aye. Motion adopted.

#2006-BE-11 – Consideration of Determining Benefits for Business Improvement District #5. David Springer, Finance Director reported that the City Council in its' capacity as the Board of Equalization was required to determine the benefits for BID #5. Special assessments were for the amount of \$80,004.04. Also mentioned was a letter received from the Arter Group protesting the method of assessments.

Motion by Nickeson, second by Cornelius to approve Resolution #2006-BE-11. Upon roll call, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Cornelius, second by Pielstick, carried unanimously to return to Regular Session.

PUBLIC HEARINGS:

Public Hearing on Request of ScoJay Investments, LLC dba The Tank, 123 E. South Front Street for a Class "C" Liquor License. RaNae Edwards, City Clerk reported that an application had been received from Scott Johnson and Jay Beckby, owners of ScoJay Investments, LLC dba The Tank, 123 E. South Front Street for a Class "C" Liquor License. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on August 14, 2006; notice to the general public of date, time, and place of hearing published on September 2, 2006; notice to the applicant of date, time, and place of hearing mailed on August 22, 2006; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. Jayo Beckby, 800 S. Short Drive was present to answer questions. No further public testimony was heard.

Public Hearing on Request of Edwin Bolanos dba La Zona Rosa, 611 East 4th Street for a Class "C" Liquor License. RaNae Edwards, City Clerk reported that an application had been received from Edwin Bolanos dba La Zona Rosa, 611 East 4th Street for a Class "C" Liquor License. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on August 16, 2006; notice to the general public of date, time, and place of hearing published on September 2, 2006; notice to the applicant of date, time, and place of hearing mailed on August 22, 2006; along with Chapter 4 of the City Code. Ms. Edwards stated Mr. Bolanos had completed a state approved alcohol server/training program on July 20, 2006. Staff recommended approval contingent upon final inspections. Al Fitzgerald, 1304 West Sycamore Street spoke in support. Lex Ann Roach representing Project Extra Mile thanked Mr. Bolanos for not promoting kids in bars. No further public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at 602 West Stolley Park Road – Barr Middle School (The School District of Grand Island) Gary Mader, Utilities Director reported that acquisition of a utility easement located at 602 West Stolley Park Road, north and south side of Barr Middle School was needed in order to have access to install, upgrade, maintain, and repair water mains. This easement would be provide service and fire protection in the area of the new expansions of Barr Middle School. No public testimony was heard.

Public Hearing on General Property, Parking District #2 (Ramp), and Community Redevelopment Authority Tax Request. David Springer, Finance Director reported that state statutes requires the City to conduct a public hearing if the property tax request changes from one year to the next. Property tax request for the general property tax was \$5,467,530, Parking District No. 2 at \$11,000, and the Community Redevelopment Authority property tax at \$492,540. No public testimony was heard.

Public Hearing on Request from Equitable Federal Savings Bank of Grand Island for Conditional Use Permit for Temporary Placement of Modular Banking Facility Located at 3012 South Locust Street. Craig Lewis, Building Department Director reported that Equitable Federal Savings Bank of Grand Island had requested a Conditional Use Permit for temporary placement of a modular banking facility located at 3012 South Locust Street until such time as a permanent building can

be designed and built. Staff recommended approval for a two year period of time. No 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:

- #9067 - Consideration of Vacation of Utility Easements – 602 West Stolley Park Road – Bar Middle School
- #9068 – Consideration of Assessments for Water Main District No. 452 - Knott and Palu Subdivision Areas
- #9069 – Consideration of Assessments for Street Improvement District No. 1257, Shanna Street in Western Heights 4th Subdivision
- #9070 – Consideration of Assessments for Business Improvement District #3
- #9071 – Consideration of Assessments for Business Improvement District #4
- #9072 – Consideration of Assessments for Business Improvement District #5
- #9073 – Consideration of Amendments to Chapter 12 of the Grand Island City Code Relative to Civil Service
- #9074 – Consideration of Amendments to Chapter 13 of the Grand Island City Code Relative to Occupation Tax for Downtown Improvement and Parking District No. 1
- #9075 – Consideration of Corrections to Salary Ordinance
- #9076 – Consideration of Amendments to Chapter 5 of the Grand Island City Code Relative to Animals

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.

- #9067 - Consideration of Vacation of Utility Easements – 602 West Stolley Park Road – Bar Middle School
- #9068 – Consideration of Assessments for Water Main District No. 452 - Knott and Palu Subdivision Areas

Gary Mader, Utilities Director commented that Ordinance #9067 related to the aforementioned Public Hearing and Ordinance #9068 related to the aforementioned Board of Equalization action taken earlier.

Motion by Pielstick, second by Cornelius to approve Ordinances #9067 and #9068.

City Clerk: Ordinances #9067 and #9068 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 #9067 and #9068 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 #9067 and #9068 are declared to be lawfully adopted upon publication as required by law.

#9069 – Consideration of Assessments for Street Improvement District No. 1257, Shanna Street in Western Heights 4th Subdivision

Steve Riehle, Public Works Director stated Ordinance #9069 related to the aforementioned Board of Equalization action taken earlier.

Motion by Hornady, second by Meyer to approve Ordinance #9069.

City Clerk: Ordinance #9069 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9069 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9069 is declared to be lawfully adopted upon publication as required by law.

#9070 – Consideration of Assessments for Business Improvement District #3

#9071 – Consideration of Assessments for Business Improvement District #4

#9072 – Consideration of Assessments for Business Improvement District #5

David Springer, Finance Director stated Ordinances #9070, #9071, and #9072 related to the aforementioned Board of Equalization action taken earlier.

Motion by Hornady, second by Walker to approve Ordinances #9070, #9071 and #9072.

City Clerk: Ordinances #9070, #9071 and #9072 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 #9070, #9071 and #9072 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 #9070, #9071 and #9072 are declared to be lawfully adopted upon publication as required by law.

#9073 – Consideration of Amendments to Chapter 12 of the Grand Island City Code Relative to Civil Service

Dale Shotkoski, Interim City Attorney commented that code revisions to Chapter 12 would mirror the current state statute requirements for civil service.

Motion by Hornady, second by Walker to approve Ordinance #9073.

City Clerk: Ordinance #9073 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9073 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9073 is declared to be lawfully adopted upon publication as required by law.

#9074 – Consideration of Amendments to Chapter 13 of the Grand Island City Code Relative to Occupation Tax for Downtown Improvement and Parking District No. 1

David Springer, Finance Director reported that Ordinance #9074 related to the Downtown Improvement and Parking District No. 1 assessments. The FY 2006-2007 occupation tax factor was \$.1375 which would provide for occupation taxes in the amount of \$40,002.

Motion by Pielstick, second by Walker to approve Ordinance #9074.

City Clerk: Ordinance #9074 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9074 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9074 is declared to be lawfully adopted upon publication as required by law.

#9075 – Consideration of Corrections to Salary Ordinance

Brenda Sutherland, Human Resources Director reported that Ordinance #9075 would correct Ordinance #9061 to include Evidence Technician at the Police Department and Maintenance Worker I position at the Heartland Shooting Park. Also included was Bilingual pay in the amount of \$1,000. Pay ranges for the following positions were also corrected: Fire Captain, Firefighter/EMT, and Firefighter/Paramedic.

Motion by Cornelius, second by Nickerson to approve Ordinance #9075.

City Clerk: Ordinance #9075 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmember's Meyer, Whitesides, Pielstick, Gilbert, Nickerson, Cornelius, Hornady, and Walker voted aye. Councilmember Haase voted no. Motion adopted.

City Clerk: Ordinance #9075 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, Councilmember's Meyer, Whitesides, Pielstick, Gilbert, Nickerson, Cornelius, Hornady, and Walker voted aye. Councilmember Haase voted no. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9075 is declared to be lawfully adopted upon publication as required by law.

#9076 – Consideration of Amendments to Chapter 5 of the Grand Island City Code
Relative to Animals

Dale Shotkoski, Interim City Attorney reported that the City Code Revision Committee had met and drafted changes for Chapter 5. The Animal Advisory Board had also met and recommended changes. Mr. Shotkoski stated Section 5-1 changes to the definitions would mirror state statute definitions of dangerous animals. Recommended changes were to delete reference to vicious animals. Recommended changes to Section 5-41.1 would prohibit the keeping of fowl, including chickens, which included both hens and roosters from being maintained on residential premises within the City.

Karen and Steve Hancock, 2303 East 7th Street spoke in support of keeping chickens. Leon Cederland, 4706 Gunbarrel Place also spoke in support of keeping chickens and commented on other noises which were louder than roosters such as motorcycles, boom boxes, and train whistles.

Motion by Haase, second by Whitesides to approve Ordinance #9076.

A lengthy discussion was held regarding allowing chickens within the city limits, the number of chickens, the size of property, commercial establishments, non-profit businesses, and educational institutions which could have chickens. Mr. Shotkoski stated commercial retail establishments who offer live fowl or chickens for retail sale, governmental and/or non-profit educational facilities would be exempt.

Motion by Haase to amend the motion to allow chickens on residential properties of 5 acres or more. Motion died due to lack of a second.

Motion by Whitesides, second by Walker to amend the main motion to allow four (4) hens per one (1) acre within the City limits. Upon roll call vote, Councilmember's Whitesides, Gilbert, Nickerson, Cornelius, Hornady, Walker, and Haase vote aye. Councilmember's Meyer and Pielstick voted no. Motion adopted.

City Clerk: Ordinance #9076 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmember's Whitesides, Pielstick, Gilbert, Nickerson, Cornelius, Hornady, Walker, and Haase vote aye. Councilmember Meyer voted no. Motion adopted.

City Clerk: Ordinance #9076 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, Councilmember's Whitesides, Pielstick, Gilbert, Nickerson, Cornelius, Hornady, Walker, and Haase vote aye. Councilmember Meyer voted no. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9076 is declared to be lawfully adopted upon publication as required by law.

It was noted that this ordinance would go into effect 15 days after publication or the first week of October. Further discussion was held regarding those properties currently with chickens would be in violation after the effective date. Discussed was held regarding conditional use permits.

CONSENT AGENDA: Consent Agenda items G-9 and G-10 were pulled for further discussion. Motion by Hornady, second by Cornelius to approve the Consent Agenda excluding items G-9 and G-10. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of August 22, 2006 City Council Regular Meeting.

Approving Minutes of August 29, 2006 City Council Study Session.

Approving Minutes of September 5, 2006 City Council Study Session.

Approving Request from Becki Halte, 4164 Texas Avenue for Liquor Manager Designation for Bullwinkle's Bar & Grill, 3235 South Locust Street.

#2006-243 – Approving Acquisition of Utility Easement Located at 602 West Stolley Park Road – Barr Middle School. (The Grand Island School District)

#2006-244 – Approving Bid Award for Boiler and Machinery Insurance with Factory Mutual Insurance Co. of St. Louis, Missouri in an Amount of \$367,507.00.

#2006-245 – Approving Bid Award for 750 MCM Power Cable with WESCO of Grand Island, Nebraska in an Amount of \$188,351.24.

#2006-246 – Approving Electric Distribution System Engineering Services with Advantage Engineering, Inc. of Chesterfield, Missouri in an Amount of \$191,400.00.

#2006-249 – Approving Nebraska Children & Families Foundation Prevention Grant.

#2006-250 – Approving Change Order No. 2 with Tri Valley Builders, Inc. of Grand Island for Construction of Fire Station No. 1 for an Increase of \$55,489.00 and a Revised Contract Amount of \$2,387,368.00.

#2006-251 – Approving Renewal of South Central Area Law Enforcement Services (SCALES) Interlocal Agreement for an Additional Five Years.

#2006-252 – Approving Contract for Employee Assistance Program with Family Resources of Grand Island, Nebraska an an Annual Cost of \$14,475.00 for the next three years, for a Total Amount of \$43,425.00.

#2006-253 – Approving Change Order No. 2 with Hooker Brothers Construction of Grand Island, Nebraska for Site Preparation and Lake Excavation at the Heartland Public Shooting Park for an Increase of \$4,574.01 and a Revised Contract Amount of \$578,224.00.

#2006-254 – Approving Annual Agreements for Support, License, Operating System and Database Administration with MUNIS, Inc. of Falmouth, Maine in the Amounts of \$19,509.02 and \$76,282.31.

#2006-255 – Approving Final Plat and Subdivision Agreement for D K Second Subdivision. It was noted that Paul D. and Rhonda M. Hassett, owners proposed to create 2 lots on a tract of land comprising all of Lot One (1), D.. Subdivision consisting of approximately 0.533 acres.

#2006-256 – Approving Final Plat and Subdivision Agreement for Knott Third Subdivision. It was noted that Ronnie L. and Solveig L. Knott, owners proposed to create 2 lots on a tract of land comprising all of Lot Nine (9), Knott Subdivision consisting of approximately 0.446 acres.

#2006-257 – Approving Final Plat and Subdivision Agreement for Menard Seventh Subdivision. It was noted that Triad Holdings, L.L.C., owners proposed to replat all of Lot Seven (7), and the north 185 feet of Lot Eight (8), Menard Second Subdivision consisting of approximately 1.905 acres.

#2006-258 – Approving Subordination Request for 1208 East 5th Street. (Galen and Rebecca Williams)

#2006-259 – Approving Subordination Request for 115 East 9th Street. (Victor M. and Gina A. Henriquez)

#2006-560 – Approving Subordination Request for 1805 Freedom Drive. (Dean A. and Patricia D. Bierhaus)

#2006-261 – Approving Certificate of Final Completion with Hooker Brothers Construction of Grand Island, Nebraska for Site Preparation and Land Excavation at the Heartland Public Shooting Park.

#2006-262 – Approving Certificate of Final Completion with Galvan Construction of Grand Island, Nebraska for Building Construction, Baffles, and Sheds at Heartland Public Shooting Park.

#2006-247 – Approving Contract for Engineering Services for Mercury Emissions Monitoring with Black & Veatch of Kansas City, Missouri in an Amount not to exceed \$64,500.00. Councilmember Pielstick questioned the amount of the bid submitted by Sargent & Lundy. Gary Mader, Utilities Director commented that he did not have the information with him but that the prices were comparable and Black & Veatch was selected from past performances.

Motion by Pielstick, second by Walker to approve Resolution #2006-247. Upon roll call vote, all voted aye. Motion adopted.

#2006-248 – Approving Bid Award for Sidewalk District No. 1, 2006 with Galvan Construction, Inc. of Grand Island, Nebraska in an Amount of \$6,212.25. Councilmember Gilbert questioned whether this would be in the area of Water Main District No. 454 and would require the removal of sidewalks. Steve Riehle, Public Works Director stated that it was not.

Motion by Cornelius, second by Hornady to approve Resolution #2006-248. Upon roll call vote, all voted aye. Motion adopted.

REQUESTS AND REFERRALS:

Consideration of Request from Equitable Federal Savings Bank of Grand Island for Conditional Use Permit for Temporary Placement of Modular Banking Facility Located at 3012 South Locust Street. Craig Lewis, Building Department Director reported this item related to the aforementioned Public Hearing.

Motion by Hornady, second by Cornelius to approve the request of Equitable Federal Savings Bank for a Conditional Use Permit for temporary placement of a modular banking facility located at 3012 South Locust Street not to exceed two years. Upon roll call vote, all voted aye. Motion adopted.

Consideration of Request for Brad Harder for Extension of Non-Conforming Use for Harold's Upholster Shop Located at 215 W. South Street. Craig Lewis, Building Department Director reported that Brad Harder, owner of Harold's Upholstery Shop located at 215 W. South Street requested an extension of the non-conforming use to construct additions to the current building. Proposed was a 16'8" x 32'6" addition to the east and a 36'8" x 10' addition to the south. Current zoning does not allow for the additions without Council approval. Staff recommended approval of the request with the condition that the exterior construction be completed within the next 12 months.

Motion by Nickerson, second by Hornady to approve the request of Brad Harder with the condition that the exterior construction be completed within the next 12 months. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2006-263 - Consideration of Request from ScoJay Investments, LLC dba The Tank, 123 E. South Front Street for a Class "C" Liquor License and Request of George Jay Beckby, 800 S. Shore Drive, Hastings, Nebraska for Liquor Manager Designation. RaNae Edwards, City Clerk reported this item related to the aforementioned Public Hearing. Approval was recommended contingent upon final inspections and the stipulation that a state approved alcohol server/seller training program be completed by Mr. Beckby.

Motion by Hornady, second by Cornelius to approve Resolution #2006-263 contingent upon final inspections and the stipulation that a state approved alcohol server/seller training program be completed by Mr. Beckby. Upon roll call vote, all voted aye. Motion adopted.

#2006-264 – Consideration of Approving Request of Edwin Bolanos dba La Zona Rosa, 611 East 4th Street for a Class "C" Liquor License. RaNae Edwards, City Clerk reported this item related to the aforementioned Public Hearing. Approval was recommended contingent upon final inspections.

Motion by Nickerson, second by Pielstick to approve Resolution #2006-264 contingent upon final inspections. Question was raised if City Code required window in this building. Craig Lewis, Building Department Director stated windows were not a requirement, but door assess was. Steve Lamken, Police Chief stated he was satisfied with the work that had been done and had no objections to approving this request.

Upon roll call vote, Councilmember's Whitesides, Pielstick, Gilbert, Nickerson, Cornelius, Hornady, Walker, and Haase voted aye. Councilmember Meyer voted no. Motion adopted.

#2006-265 – Consideration of Approving General Property, Parking District #2 (Ramp), and Community Redevelopment Authority Tax Request. David Springer, Finance Director reported this item related to the aforementioned Public Hearing.

Motion by Walker, second by Gilbert to approve Resolution #2006-265. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek commented that he could not approve this Resolution. Mentioned were the goals set at the Council Retreat in January where the council agreed to lower the City tax rate to make a more efficient government. With the increase in valuation and a tax rate request of \$.25 per \$100 valuation this would increase the taxes. The Mayor requested that the council reconsider the tax asking dollars for the General Property tax levy and keep it the same as the FY 2005-2006 request of \$5,212,064 instead of \$5,467,530.

Council voted to reconsider the motion. Upon roll call vote, Councilmember's Whitesides, Pielstick, Gilbbert, Cornelius, Hornady, Walker, and Haase voted aye. Councilmember's Meyer and Nickerson voted no. Motion adopted.

Motion by Whitesides, second by Cornelius that the General Property tax rate be identical to FY 2005-2006 in the amount of \$5,212,064. Upon roll call vote, Councilmember's Whitesides, Pielstick, Gilbert, Cornelius, Hornady, Walker, and Haase voted aye. Councilmember's Meyer and Nickerson voted no. Motion adopted.

#2006-266 – Approving Personnel Rules and Regulations. Brenda Sutherland, Human Resources Director reported that City Council reviewed the proposed changes at their August 29, 2006 Study Session. Some of the proposed changes were the addition of administrative policies being incorporated into the Personnel Rules. Presented were the proposed changes.

Motion by Whitesides, second by Hornady to approve Resolution #2006-266.

A lengthy discussion was held concerning Section 3.13 Nepotism.

Motion by Whitesides, second by Hornady to amend the main motion to include in Section 3.13 Nepotism, second paragraph, second sentence the following: "No relative shall work within the same shift or station of the City, nor shall any relative work within any supervisory capacity of another relative on a daily basis".

Discussion was held regarding the impact to union contracts.

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

Motion by Hornady, second by Haase to amend the main motion to allow tuition reimbursement as follows: 100% for an A, 85% for a B, and 70% for a C. Discussion was held regarding the benefits of tuition reimbursement, level of learning, and the importance of encouraging higher education.

Upon roll call vote, Councilmember's Pielstick, Hornady, Walker, and Haase voted aye. Councilmember's Meyer, Whitesides, Gilbert, Nickerson, and Cornelius voted no. Motion failed.

Motion by Gilbert, second by Meyer to amend the main motion by removing the following paragraph in Section 3.13 Nepotism: "In addition to family relationships, and for the same reasons mentioned above, employees involved in romantic and/or sexual relationships or dating must also observe the chain of command rules mentioned above".

Discussion was held regarding dating, romantic relationships, enforcement, etc. Brenda Sutherland, Human Resources Director commented on checking with other cities and the importance of having this in the Personnel Rules and Regulations.

Upon roll call vote, Councilmember's Meyer, Pielstick, Gilbert, and Cornelius voted yes. Councilmember's Whitesides, Nickerson, Hornady, Walker, and Haase voted no. Motion failed.

Motion by Cornelius, second by Whitesides to amend the main motion to allow tuition reimbursement as follows: 100% for an A or B and 85% for a C. Upon roll call vote,

Councilmember's Meyer, Whitesides, Pielstick, Gilbert, Cornelius, Hornady, Walker, and Haase voted aye. Councilmember Nicerson voted no. Motion adopted.

Upon roll call vote of the main motion, including the amendment to the Nepotism Policy and the amendment to the Tuition Reimbursement, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Cornelius, second by Haase to approve the Claims for the period of August 23, 2006 through September 12, 2006, for a total amount of \$2,987,904.68. Motion adopted unanimously. Councilmember Pielstick abstained from Claim #136795.

Motion by Cornelius, second by Haase to approve the following Claims for the Library Expansion for the Period of August 9, 2006 through September 12, 2006:

#34 \$388,607.92

ADJOURNMENT: The meeting was adjourned at 9:55 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, September 26, 2006

Council Session

Item G2

Approving Re-Appointment of Tom Gdowski to the Community Redevelopment Authority Board

The Mayor has submitted the re-appointment of Tom Gdowski to the Community Redevelopment Authority Board. This appointment would become effective October 1, 2006 upon approval by Council, and would expire on September 30, 2011. Approval is recommended.

Staff Contact: Mayor Vavricek



City of Grand Island

Tuesday, September 26, 2006

Council Session

Item G3

Approving Re-Appointment of Robert Niemann and Tom Brown to the Regional Planning Commission

The Mayor has submitted the re-appointments of Robert Niemann and Tom Brown to the Regional Planning Commission. Their appointments would become effective November 1, 2006 upon approval by Council, and would expire on October 31, 2009. Approval is recommended.

Staff Contact: Mayor Vavricek



City of Grand Island

Tuesday, September 26, 2006

Council Session

Item G4

Approving Garbage Permits for Central Waste Disposal, Clark Brothers Sanitation, Heartland Disposal, Mid-Nebraska Disposal and Refuse Permit for Full Circle and Scott's Hauling

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk
Meeting: September 26, 2006
Subject: Approving Garbage and Refuse Haulers Permits
Item #'s: G-4
Presenter(s): RaNae Edwards, City Clerk

Background

Grand Island City Code Section 17-15 allows for the Collection, Transportation, and Disposal of Garbage and/or Refuse. These permits are effective October 1 through September 30 of each calendar year.

Discussion

The following businesses have submitted applications for renewal for 2006/2007:

Central Waste Disposal, 147 East Roberts	Garbage
Clark Brothers Sanitation, 3080 West 2 nd Street	Garbage
Heartland Disposal, 2423 W. Old Lincoln Hwy.	Garbage
Mid-Nebraska Disposal, Inc., 3080 West 2 nd Street	Garbage
Full Circle, Inc., 3719 Westgate Road	Refuse
Scott's Hauling, 3230 Westside Street	Refuse

All City Code requirements have been met by these businesses.

Alternatives

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

1. Approve the renewal for garbage/refuse permits.
2. Disapprove or deny the renewals.
3. Modify the renewals to meet the wishes of the Council.
4. Table the issue

Recommendation

City Administration recommends that the Council approve the renewals for garbage/refuse permits for 2006/2007.

Sample Motion

Approve the renewal for garbage/refuse permits for 2006/2007.



City of Grand Island

Tuesday, September 26, 2006

Council Session

Item G5

**#2006-267 - Approving Amendment to Subdivision Agreement for
Springdale Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: September 26, 2006

Subject: Amendment to the Subdivision Agreement for Springdale Subdivision

Item #'s: G-5

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

Background

The subdivision agreement approved for Springdale Subdivision required that sidewalks be installed with the construction of new houses. The first phase of Springdale Subdivision is along Lilly Drive an existing rural section asphalt street with significant ditches.

Discussion

The language in the current subdivision agreement is:

The Subdivider shall install and maintain all public sidewalks required by the City of Grand Island when the lots are built upon, and such sidewalk shall be regulated and required with the building permit for each such lot.

Staff is suggesting that the subdivision agreement be amended and the above language replaced with:

Immediate sidewalk construction adjacent to Lilly Drive shall be waived. However, the sidewalks shall be constructed when the property owner is directed to do so by the City Council. In the event a Street Improvement District is created to pave any public street in the subdivision, the Subdivider agrees to install public sidewalks within one year of the completion of such street improvement district in accordance with the City of Grand Island Sidewalk Policy.

Alternatives

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

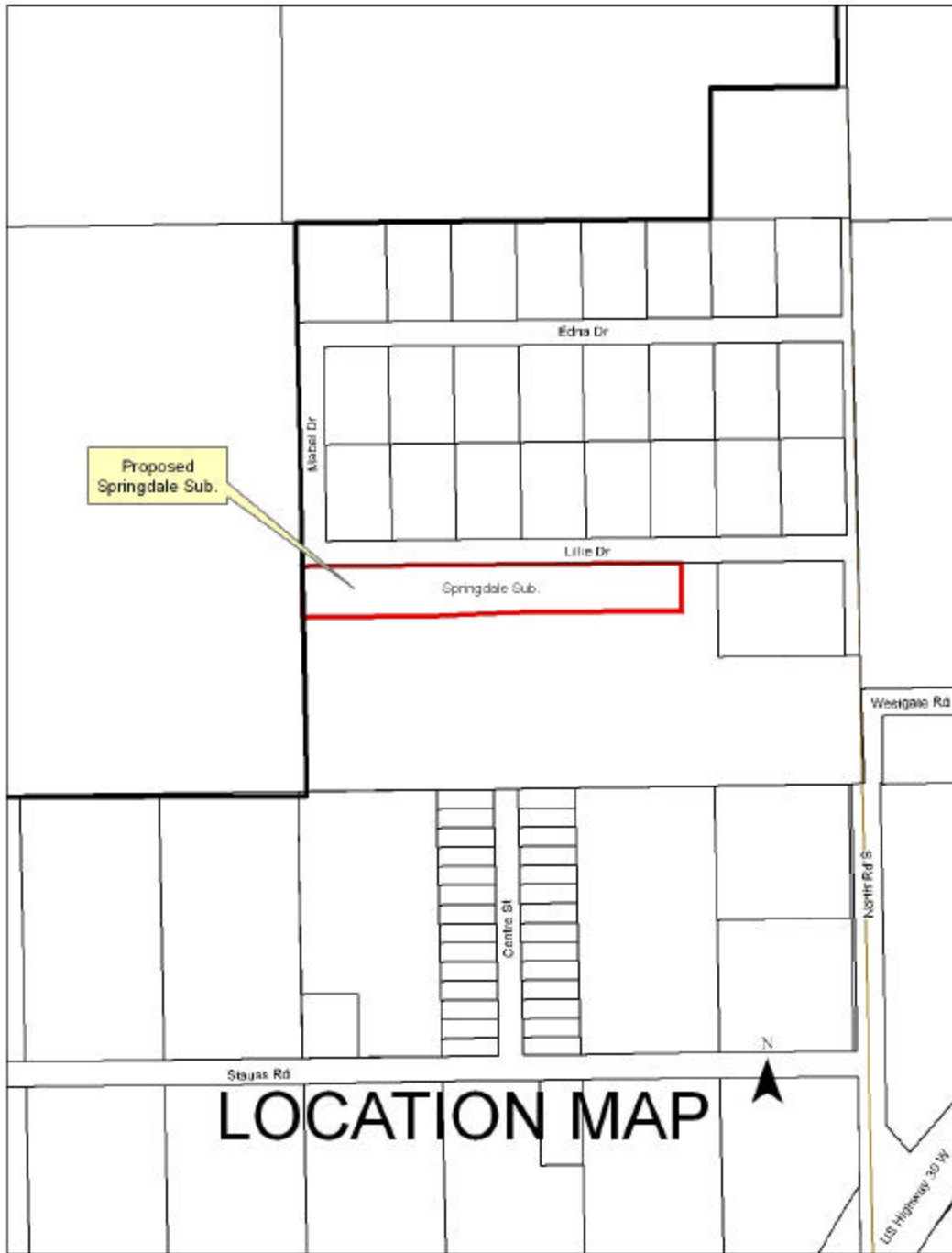
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the amendment to the subdivision agreement as shown above.

Sample Motion

Motion to approve the amendment to the subdivision agreement.



RESOLUTION 2006-267

WHEREAS, on June 27, 2006, by Resolution 2006-178, the City Council of the City of Grand Island approved the final plat and Subdivision Agreement for Springdale Subdivision; and

WHEREAS, the subdivision agreement required that sidewalks be installed with the construction of new homes; and

WHEREAS, because of an existing rural section of an asphalt street with significant ditches, city staff is recommending that construction of sidewalks adjacent to Lilly Drive in Springdale Subdivision should be waived until the property owner is directed to install sidewalks by the City Council.; and

WHEREAS, an Amendment to the Springdale Subdivision Agreement has been prepared 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 Amendment to the Springdale Subdivision Agreement is hereby approved to waive the requirement of installation of sidewalks adjacent to Lilly Drive.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 26, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 26, 2006

Council Session

Item G6

**#2006-268 - Approving Acquisition of Utility Easement - 2620 S.
Shady Bend Road - John & Carolyn Schroll**

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

Staff Contact: Gary R. Mader

RESOLUTION 2006-268

WHEREAS, a public utility easement is required by the City of Grand Island, from John J. Schroll and Carolyn M. Schroll, husband and wife, to install, upgrade, maintain, and repair public utilities and appurtenances; and

WHEREAS, a public hearing was held on September 26, 2006, for the purpose of discussing the proposed acquisition of an easement located in part of the South Half of the Northeast Quarter (S ½, NE ¼) Section twenty Six (26), Township Eleven (11), Range Nine (9) West of the 6th P.M., Hall County, Nebraska, the easement being more particularly described as follows:

Beginning at the Northwest corner of Lot Two (2) Meadow Lane Subdivision, said point being on the southerly line of Lot One (1) Obermeier Subdivision; thence northerly, along the extension of the westerly line of Lot Two (2) said Meadow Lane Subdivision, a distance of ten (10.0) feet; thence easterly and parallel with southerly line of Lot One (1) said Obermeier Subdivision, a distance of sixty nine and thirty eight hundredths (69.38) feet; thence deflecting left 90°36'29" and running northerly, a distance of two hundred fifty two (252.0) feet.

The above described easement and right-of-way containing a total of 0.15 acres, more or less, as shown on the plat dated August 29, 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 John J. Schroll and Carolyn M. Schroll, husband and wife, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 26, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, September 26, 2006

Council Session

Item G7

**#2006-269 - Approving Acquisition of Utility Easement - 1417 S.
Shady Bend Road - Dennhardt**

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

Staff Contact: Gary R. Mader

RESOLUTION 2006-269

WHEREAS, a public utility easement is required by the City of Grand Island, from Leland B. Dennhardt and Judy A. Dennhardt, husband and wife, to install, upgrade, maintain, and repair public utilities and appurtenances; and

WHEREAS, a public hearing was held on September 26, 2006, for the purpose of discussing the proposed acquisition of an easement located in part of the Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼), Section Twenty Four (24), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. in Hall County, Nebraska, the Westerly line of the ten (10.0) foot wide utility easement and right-of-way being more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼), Section Twenty-Four (24), Township Eleven (11) North, Range Nine (9) West; thence southerly along the westerly line of said Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼), Section Twenty four (24) Township Eleven (11) North, Range Nine (9) West, a distance of four hundred ninety five and twenty five hundredths (495.25) feet; thence easterly and perpendicular to the westerly line of said Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) Section Twenty Four (24), Township Eleven (11) North, Range Nine (9) West, a distance of thirty three (33.0) feet to a point on the easterly right-of-way line of Shady Bend Road, said point being the Actual Point of Beginning; thence southerly along the easterly line of said Shady Bend Road, a distance of twenty (20.0) feet.

The above described easement and right-of-way containing a total of 200 square feet, more or less, as shown on the plat dated September 11, 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 Leland B. Dennhardt and Judy A. Dennhardt, husband and wife, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 26, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 26, 2006

Council Session

Item G8

#2006-270 - Approving Acquisition of Utility Easement - 2620 West Faidley Avenue - St. Francis Medical Center

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

Staff Contact: Gary R. Mader

RESOLUTION 2006-270

WHEREAS, a public utility easement is required by the City of Grand Island, from Saint Francis Medical Center, a Nebraska Non-Profit Corporation, to install, upgrade, maintain, and repair public utilities and appurtenances; and

WHEREAS, a public hearing was held on September 26, 2006, for the purpose of discussing the proposed acquisition of an easement and right-of-way through a part of Lot One (1), Saint Francis Medical Third Subdivision, located in the city of Grand Island, , Hall County, Nebraska, the centerline of the twenty (20.0) foot wide utility easement and right-of-way being more particularly described as follows:

Commencing at the southwesterly corner of Lot One (1) Saint Francis Medical Second Subdivision also being the Northwest corner of Lot One (1) Saint Francis Medical Third Subdivision; thence southerly along the westerly line of said Lot One (1), a distance of forty seven and eighteen hundredths (47.18) feet to the ACTUAL Point of Beginning; thence S88°59'35"E, a distance of three hundred seventy five and forty two hundredths (375.42) feet; thence S59°42'10"E, a distance of one hundred ninety eight and ninety six hundredths (198.96) feet; thence N68°24'04"E, a distance of fifty nine and three hundredths (59.03) feet; thence N28°38'54"E, a distance of one hundred forty three and eighty three hundredths (143.83) feet to a point on a northerly line of said Lot One (1) being twenty six (26.0) feet westerly of a northeasterly corner of said Lot One (1).

The above-described easement and right-of-way containing a total of 0.357 acres, more or less, as shown on the plat dated September 8, 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 Saint Francis Medical Center, a Nebraska Non-Profit Corporation, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 26, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, September 26, 2006

Council Session

Item G9

**#2006-271 - Approving Acquisition of Utility Easement - 4949
Juergen Road - BM & M, LLC**

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

Staff Contact: Gary R. Mader

R E S O L U T I O N 2006-271

WHEREAS, a public utility easement is required by the City of Grand Island, from BM & M, LLC, a Limited Liability Company, to install, upgrade, maintain, and repair public utilities and appurtenances; and

WHEREAS, a public hearing was held on September 26, 2006, for the purpose of discussing the proposed acquisition of an easement located in part of Lot Eleven (11) Platte Valley Industrial Park Third Subdivision, located in the city of Grand Island, Hall County, Nebraska, the centerline of the twenty (20.0) foot wide utility easement and right-of-way being more particularly described as follows:

Commencing at the Northeast corner of Lot Eleven (11) Platte Valley Industrial Park Third Subdivision; thence southeasterly along the westerly line of said Lot Eleven (11), a distance of fifty seven (57.0) feet to the ACTUAL Point of Beginning; thence deflecting left 47°16'33" and running in an easterly direction, a distance of one hundred seventeen and ninety eight hundredths (117.98) feet; thence deflecting right 24°47'10" and running in a southeasterly direction, a distance of one hundred sixty (160.0) feet. The sidelines of the above described easement tract shall be prolonged or shortened as required to terminate on the boundary of Grantor's property.

The above described easement and right-of-way containing a total of 0.128 acres, more or less, as shown on the plat dated September 6, 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 BM & M, LLC, a Limited Liability Company, on the above-described tract of land.

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Adopted by the City Council of the City of Grand Island, Nebraska, September 26, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 26, 2006

Council Session

Item G10

#2006-272 - Approving the Continuing Disclosure Agreement and Certificate of Participant for Nebraska City Unit #2 - Separate System Bonds - Utilities Dept.

Staff Contact: Gary R. Mader; DaleShotkoski

Council Agenda Memo

From: Gary R. Mader, Utilities Director
Dale Shotkoski, Interim City Attorney

Meeting: September 26, 2006

Subject: Nebraska City Unit #2 – Separate System Bonds
Continuing Disclosure Agreement and Certificate of Participant

Item #'s: G-10

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

Background

The City of Grand Island is a participant in a new coal fired power plant project being built by the Omaha Public Power District (OPPD) at the site of their existing Nebraska City Plant. The new unit will be the second on that site and is generally referred to as NC#2. All environmental permitting and state agency approvals have been completed, and the project is under construction. The project is being financed using bonded debt. The methods of project funding are included in the Power Participation Agreement (PPA) between the City and OPPD.

The Project is a 660 MW power plant with OPPD having 330MW committed to their system and 330MW dedicated to seven Project Participants; public power utilities in Nebraska, Missouri and Minnesota. Grand Island's Participation Share is 33MW. The financing of the project is structured such that OPPD will issue their bonds for their share and will also issue the bonds for the Participants' share. The Participants' costs to service that debt are to be billed monthly over the 40 year life of the plant. Participants are obligated under the PPA to begin Capital Cost payments at the time the unit goes into commercial operation in 2009. The bond issues for the Participants' Share of the Capital Costs are referred to as the Separate System Bonds.

Discussion

Continuing Disclosure Agreement

Once the long term financing is in place for the Participants' share of the project capital costs, the administration of the bond issue requires each of the Participants to provide annual financial information to OPPD who will act as the Dissemination Agent. OPPD will then compile the annual information from each Participant for dissemination to the bond holders and Underwriters in accordance with the bond covenants.

Attached is the *Continuing Disclosure Agreement*. By execution of this agreement, the City certifies that it will provide the required financial and operating information annually to OPPD over the term of the bond issue. The City also agrees that it will notify OPPD of circumstances that might occur during

the term of the bonds that would have a material affect on the financial status of the Electric Utility. The information provided under this agreement would normally be provided by the City in support of Electric Revenue bonds issued directly by the City. But in the case of the NC#2 Project, each Participant makes submittal to OPPD, the Dissemination Agent, who compiles the data for dissemination in accordance with the Bond Covenants.

All participants in the Separate System Bonds issuance are required to execute the *Continuing Disclosure Agreement*.

Certificate of Participant

The NC#2 Separate System Bond issue requires the compilation of financial and operating data from each of the project Participants in order to prepare the Official Statement and other documents necessary to proceed with the issuance of the bonds to finance the Participants' share of the construction project. Each Participant must provide the required information and certify that this information is correct.

Attached is the *Certificate of Participant*. By execution of this document the City certifies that the information provided for preparation of the Separate System Bonds issue is correct, that there are not material legal matters pending which would affect the Participants' ability to meet its obligation to the project at the date of bond issuance.

All participants in the Separate System Bonds issuance are required to execute a *Certificate of Participant*.

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 *Continuing Disclosure Agreement* and the *Certificate of Participant* be approved by Council for execution by the Mayor.

Sample Motion

Motion to approve the *Continuing Disclosure Agreement* and the *Certificate of Participant* and to authorize the Mayor to execute the documents.

CONTINUING DISCLOSURE AGREEMENT

\$115,000,000

**OMAHA PUBLIC POWER DISTRICT (NEBRASKA)
SEPARATE ELECTRIC SYSTEM REVENUE BONDS (NEBRASKA CITY 2)
2006 SERIES A**

THIS CONTINUING DISCLOSURE AGREEMENT, dated as of September 28, 2006 (this "Disclosure Agreement"), is executed and delivered by the undersigned (the "Participant") and Omaha Public Power District, in its capacity as Dissemination Agent hereunder (the "Dissemination Agent") and in its capacity as Issuer (the "Issuer") of the above-captioned bonds (the "Bonds") issued pursuant to the Issuer's Resolution No. 5569 adopted September 14, 2006 (the "Resolution"). The Participant and the Issuer covenant and agree as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Participant, the Dissemination Agent and the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with, and constitutes the written undertaking of the Participant for the benefit of the Bondholders required by, Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 C.F.R. § 240.15c2-12) (the "Rule").

The Participant, as an "obligated person" within the meaning of the Rule, undertakes to provide the following information as provided in this Disclosure Agreement:

- (1) Annual Financial Information; and
- (2) Audited Financial Statements, if any.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Financial Information" means, in the case of the Participant, the financial information or operating data, provided at least annually, of the type included in the Participant's section of Appendix A of the final official statement with respect to the Bonds, which Annual Financial Information may, but is not required to, include Audited Financial Statements. Annual Financial Information which consists of financial information derived from financial statements of the Participant (and not operating data) shall be prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board.

"Audited Financial Statements" means, in the case of the Participant, the annual audited financial statements of the Participant, if any. Audited Financial Statements shall be prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board.

“Beneficial Owners” means any person who has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds, including persons holding Bonds through nominees or depositories.

“Dissemination Agent” means initially, Omaha Public Power District, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer.

“Holders” means either the registered owners of the Bonds, or, if the Bonds are registered in the name of The Depository Trust Participant or another recognized depository, any applicable participant in its depository system.

“NRMSIR” means a nationally recognized municipal securities information repository, as recognized from time to time by the Securities and Exchange Commission for the purposes referred to in the Rule; the NRMSIRs as of the date of this Disclosure Agreement being as follows: Bloomberg Municipal Repository, 100 Business Park Drive, Skillman, New Jersey 08558, Phone: (609) 279-3225, Facsimile: (609) 279-5962, E-Mail: Munis@Bloomberg.com; DPC Data Inc., One Executive Drive, Fort Lee, New Jersey 07024, Phone: (201) 346-0701, Facsimile: (201) 947-0107, E-Mail: nrmsir@dpcdata.com; FT Interactive Data, Attn: NRMSIR, 100 William Street, 15th Floor, New York, NY 10038, Phone: (212) 771-6999, Fax: (212) 771-7390, E-Mail: NRMSIR@interactivedata.com, and Standard & Poor’s Securities Evaluations, Inc., 55 Water Street, 45th Floor, New York, New York 10041, Phone: (212) 438-4595, Facsimile: (212) 438-3975, E-Mail: nrmsir_repository@sandp.com.

“Participant Report Date” has the meaning set forth in Section 3(a) hereof.

“Participating Underwriters” means the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Participation Agreement” means the Participation Power Agreements dated January 15, 2004, between the District and each Participant and any replacements thereof, as the same may be amended from time to time, which contain commitments by the Participants to finance and pay for the construction and operation of the Separate System.

“SID” means a state information depository as operated or designated by the State of Nebraska as such for the purposes referred to in the Rule. As of the date of this Disclosure Agreement, there is no SID.

Section 3. Provision of Annual Reports.

(a) While any Bonds are outstanding, the Participant shall, or upon written direction shall cause the Dissemination Agent to, provide the Annual Financial Information on or before the 210th day after the end of each fiscal year (the “Participant Report Date”), beginning on or after the date hereof, to each then existing NRMSIR and the SID, if any. If the Dissemination Agent is to provide the Annual Financial Information, not later than 15 Business Days (as defined in the Resolution) prior to said date, the Participant shall provide the Annual Financial Information to the Dissemination Agent. The Participant shall include with each such submission of Annual Financial

Information to the Dissemination Agent a written representation addressed to the Dissemination Agent, upon which the Dissemination Agent may conclusively rely, to the effect that the Annual Financial Information is the Annual Financial Information required to be provided by it pursuant to this Disclosure Agreement and that it complies with the applicable requirements of this Disclosure Agreement. In each case, the Annual Financial Information may be submitted as a single document or as a set of documents, and all or any part of such Annual Financial Information may be provided by specific cross-reference to other documents previously provided to each NRMSIR and the SID, if any, or filed with the Securities and Exchange Commission and, if such a document is a final official statement within the meaning of the Rule, available from the Municipal Securities Rulemaking Board. The Audited Financial Statements, if any, may, but are not required to be, provided as a part of the Annual Financial Information.

If not provided as part of the Annual Financial Information, the Participant shall, or, upon furnishing such Audited Financial Statements to the Dissemination Agent shall cause the Dissemination Agent to, provide Audited Financial Statements when and if available while any Bonds are Outstanding to each then existing NRMSIR and the SID, if any.

If by 15 Business Days prior to a Participant Report Date the Dissemination Agent has not received a copy of the Annual Financial Information, the Dissemination Agent shall contact the Participant to give notice that the Dissemination Agent has not received the Annual Financial Information and that such information must be provided to the NRMSIRs and SID, if any, by the applicable Participant Report Date.

The Dissemination Agent shall:

(i) determine prior to the Participant Report Date the name and address of each NRMSIR and each SID, if any; and

(ii) to the extent the Participant has provided the Annual Financial Information to the Dissemination Agent and required such information be sent to each NRMSIR or SID, file a report with the Participant certifying that the Annual Financial Information has been provided by the Dissemination Agent to each NRMSIR and SID, if any, pursuant to this Disclosure Agreement, stating the date it was provided and listing each then existing NRMSIR and the SID, if any, to which it was provided.

If the Dissemination Agent does not receive the Annual Financial Information from the Participant required by clause (a) of this Section by the applicable Participant Report Date, the Dissemination Agent shall, without further direction or instruction from the Participant, provide to the Municipal Securities Rulemaking Board and to the SID, if any, notice of any such failure to provide to the Dissemination Agent Annual Financial Information by the applicable Participant Report Date. For the purposes of determining whether information received from the Participant is Annual Financial Information, the Dissemination Agent shall be entitled conclusively to rely on the written representation made by the Participant pursuant to this Section.

Any filing under this agreement may be made solely by transmitting such filing to the Texas Municipal Advisory Council (the "MAC") as provided at www.disclosureusa.org unless the United States Securities and Exchange Commission has withdrawn the interpretative advice in its letter to the MAC dated September 7, 2004.

Section 4. Termination of Reporting Obligation. The Participant's, and the Dissemination Agent's and the Issuer's obligations under this Disclosure Agreement shall automatically terminate once the Bonds are no longer Outstanding.

Section 5. Dissemination Agent. The Issuer may, from time to time, with written notice to the Participant, appoint or engage a third-party Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent, upon notice to the Dissemination Agent. The initial Dissemination Agent shall be the Issuer. To the extent any Dissemination Agent engaged by the Issuer requires payment of a fee, or the Issuer incurs any expenses in discharging its obligations hereunder, the Participant shall promptly reimburse the Issuer for its pro rata portion of such fees (determined in such manner as pro rata payments are determined under the Participation Agreement).

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Participant, the Dissemination Agent and the Issuer may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived by the parties hereto, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, acceptable to the Participant and the Issuer, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule, provided that the Participant shall have provided notice of such delivery and of the amendment to each then existing NRMSIR or the MSRB and the SID, if any, provided that neither the Trustee nor the Dissemination Agent shall be obligated to agree to any amendment that modifies the duties or liabilities of the Dissemination Agent or the Trustee without their respective consent thereto. Any such amendment shall satisfy, unless otherwise permitted by the Rule, the following conditions:

(i) The amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the obligated person or type of business conducted;

(ii) This Disclosure Agreement, as amended, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(iii) The amendment does not materially impair the interests of Beneficial Owners and Holders of any of the Bonds, as determined either by parties unaffiliated with the Participant (such as counsel expert in federal securities laws), or by approving vote of Bondholders pursuant to the terms of the Resolution at the time of the amendment. The initial Annual Financial Information after the amendment shall explain,

in narrative form, the reasons for the amendment and the effect of the change, if any, in the type of operating data or financial information being provided.

Section 7. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Participant from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Financial Information or other disclosure, in addition to that which is required by this Disclosure Agreement. If the Participant chooses to include any information in any Annual Financial Information or other disclosure in addition to that which is specifically required by this Disclosure Agreement, the Participant shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Financial Information.

Section 8. Default. In the event of a failure of the Participant, the Dissemination Agent or the Issuer to comply with any provision of this Disclosure Agreement, the Issuer, may, on its own behalf, or at the written direction of a Participating Underwriter, the Insurer or the Holders of at least 25% in aggregate principal amount of Outstanding Bonds, shall, but only to the extent the Issuer receives indemnification to its satisfaction, or any Beneficial Owner or Holder of any of the Bonds may, seek mandate or specific performance by court order, to cause the Participant, the Dissemination Agent or the Issuer, as the case may be, to comply with its obligations under this Disclosure Agreement; provided that neither the Participant, the Dissemination Agent nor the Issuer shall be liable for monetary damages or any other monetary penalty or payment for breach of any of its obligations under this Section or unless, in the case of the Participant, such breach shall have been willful or reckless. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Resolution or Participation Agreement, and the rights and remedies provided by the Resolution or Participation Agreement upon the occurrence of an "Event of Default" shall not apply to any such failure. The sole remedy under this Disclosure Agreement in the event of any failure of the Participant, the Dissemination Agent or the Issuer to comply with this Disclosure Agreement shall be an action to compel performance.

Section 9. Duties, Immunities and Liabilities of Issuer and Dissemination Agent. The Dissemination Agent (if other than the Issuer or the Issuer in its capacity as Dissemination Agent) and the Issuer shall have only such duties as are specifically set forth in this Disclosure Agreement. The Dissemination Agent and Issuer shall be paid compensation by the Participant for its services provided hereunder and all expenses, legal fees and advances made or incurred by the Dissemination Agent hereunder. Neither the Dissemination Agent nor the Issuer shall have any duty or obligation to review any information provided to it by the Participant hereunder or shall be deemed to be acting in a fiduciary capacity for the Participant, the Holders or Beneficial Owners of the Bonds or any other party. The obligations of the Participant under this Section shall survive resignation or removal of the Dissemination Agent or Issuer.

Section 10. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Participant, the Issuer, the Participating Underwriters and the Beneficial Owners and Holders of any Bonds and shall create no rights in any other person or entity.

Section 11. Interpretation. It being the intention of the Participant and the Issuer that there be full and complete compliance with the Rule, this Disclosure Agreement shall be construed in accordance with the written guidance and no-action letters published from time to time by the Securities and Exchange Commission and its staff with respect to the Rule.

Section 12. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Nebraska.

Section 13. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of Page Left Blank Intentionally]

CITY OF GRAND ISLAND, NEBRASKA

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

OMAHA PUBLIC POWER DISTRICT

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

CERTIFICATE OF PARTICIPANT

\$115,000,000

**OMAHA PUBLIC POWER DISTRICT (NEBRASKA)
SEPARATE ELECTRIC SYSTEM REVENUE BONDS (NEBRASKA CITY 2)
2006 SERIES A**

The undersigned (the "Participant") hereby certifies as follows:

1. As of the date hereof, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending against the Participant or, to the best knowledge of the Participant, threatened against the Participant, affecting the corporate existence of the Participant or the titles of its officers and directors to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the performance of the Participant of its obligations under the Participation Power Agreement dated as of January 15, 2004, as amended to the date hereof (the "Participation Agreement"), between the Participant and the Omaha Public Power District (the "District") or the Transmission Facilities Cost Agreement effective as of September 7, 2006 and entered into by the Participant in connection with the Participation Agreement (the "Transmission Agreement"), or contesting or affecting as to the Participant the validity or enforceability of the Participation Agreement or Transmission Agreement, or contesting powers of the Participant or the execution and delivery by the Participant of the Participation Agreement or Transmission Agreement, nor, to the best knowledge of the Participant, is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the corporate existence or authority of the Participant or the authorization, execution, delivery or performance by the Participant under the Participation Agreement or the Transmission Agreement.

2. As of the date hereof, there exists no default under the Participation Agreement or Transmission Agreement nor has any event occurred which, with the passage of time or the giving of notice or both, would become a default under the Participation Agreement or Transmission Agreement.

3. The Participant has all necessary right, power and authority to execute and deliver the Continuing Disclosure Agreement dated as of September 28, 2006 by and between the Participant and the District.

4. The Participant acknowledges and agrees that the Participation Agreement has become effective in accordance with the requirements set forth in Section 23.10 and 23.11 of the Participation Agreement, and that the Participation Agreement and the Transmission Agreement constitute the legal, valid and binding obligations of Participant, enforceable in accordance with their terms. Without limiting the foregoing, the Participant agrees and acknowledges that LB 969 was passed by the 2004 Nebraska Legislature and that the Participant therefor represents and warrants in accordance with Sections 2.2.4 and 23.12 that the step-up provisions contained in Section 17.3 of the Participation Agreement are the legal, valid and binding obligation of the Participant, enforceable in accordance with their terms.

5. With respect to the Preliminary Official Statement dated August 23, 2006 (the "Preliminary Official Statement") and the Official Statement dated September 28, 2006 (the "Official Statement") issued in connection with the above referenced bonds (the "Bonds"), the information contained in Exhibit A thereof pertaining to the Participant did not as of its date, and does not as of the date hereof, contain any untrue statement of a material fact relating to the Participant or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The following certification applies only if the Participant is not Nebraska Public Power District:

6. The Participant, in accordance with Section 2.2.6 of the Participation Agreement, hereby represents and warrants that all payments for Operation and Maintenance Costs (as defined in the Participation Agreement) made by the Participant under the Participation Agreement will at all times be deemed ordinary and necessary operational costs of Participant, which will be paid on an equal basis with other ordinary and necessary operational costs of the Participant and prior to the payment of any financed debt of the Participant.

The following certification applies only if the Participant is NPPD:

7. The Participant, in accordance with Section 2.2.6 of the Participation Agreement, hereby covenants to provide the District with a surety covering its share of the ongoing Operation and Maintenance Costs in accordance with Section 16.2 of the Participation Agreement.

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DATED: September 28, 2006

CITY OF GRAND ISLAND, NEBRASKA

By: _____

Name: _____

Title: _____

RESOLUTION 2006-272

WHEREAS, the City of Grand Island has entered into a Participation Power Agreement with the Omaha Public Power District (OPPD) dated January 15, 2004 to acquire 5% or approximately 30 megawatts of the capacity of OPPD's Nebraska City Power Plant addition referred to as NC2; and

WHEREAS, subsequent to the date of this agreement, the City of Grand Island has determined that the City's best option for financing the City's portion of Omaha Public Power District's NC2 power plant is through the issuance by OPPD of Separate Electric System Revenue Bonds (OPPD Bonds); and

WHEREAS, as part of the process of arranging financing for the OPPD Bonds, the Omaha Public Power District has requested that the City execute a Continuing Disclosure Agreement and a Certificate of Participant.

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

1. The Mayor and Council hereby find and determine that the City has entered into a Participation Power Agreement (the "Agreement") with Omaha Public Power District ("OPPD") with respect to the purchase of power from a coal fueled generating unit to be constructed at OPPD's Nebraska City, Nebraska, plant location; that for purposes of carrying out its obligations under the Agreement, OPPD is currently issuing its Separate Electric System Revenue Bonds (Nebraska City2), 2006 Series A, (the "OPPD Bonds") and has requested that the City execute and deliver a Continuing Disclosure Agreement for purposes of assisting OPPD and its underwriters in carrying out their obligations under Rule 15c2-12 of the Securities and Exchange Commission and for the City to deliver certain certifications to OPPD in connection with its issuance of the OPPD Bonds; and that documents for approval by the Mayor and Council have been prepared and presented as follows:

(a) Continuing Disclosure Agreement between the City and OPPD (in the separate capacity of Dissemination Agent) to be dated as of September 26, 2006; and

(b) Certificate of Participant, to be dated the date of issuance of the OPPD Bonds (the documents described in (a) and (b) are referred to as the "City Closing Documents");

and that the City Closing Documents are in acceptable form and should be approved and their execution and delivery authorized.

2. The Agreement is hereby ratified and confirmed in all respects and the Mayor (or in his absence the Present of the Council) is hereby authorized to execute and deliver the Closing Documents on behalf of the City.

3. This resolution is hereby determined to be a measure necessary to carry out the obligations of the City under the Agreement and shall be in force and effect immediately upon its passage and approval.

- - -

PASSED AND APPROVED by the City Council of the City of Grand Island, Nebraska, September 26, 2006.

Jay Vavricek, Mayor

ATTEST:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 26, 2006

Council Session

Item G11

**#2006-273 - Approving Agreement with Olsson Associates for
Construction Engineering Services on the Project to Widen Capital
Avenue from the Moores Creek Drain to Webb Road**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: September 26, 2006

Subject: Approving Agreement with Olsson Associates for Construction Engineering Services on the Project to Widen Capital Avenue from the Moores Creek Drain to Webb Road

Item #'s: G-11

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

Background

Council approval is needed for the Mayor to sign agreements. Right-of-Way (ROW) acquisition for the project is underway. If ROW acquisition is successful, utility work will start in the fall of 2006 with bid opening in the winter and construction starting in the spring of 2007. Construction engineering services are needed for coordination of the utility relocation work.

Discussion

Olsson Associates performed the preliminary and design engineering services for the project using city funds. An agreement was negotiated with Olsson Associates to perform construction engineering services for the project at actual costs with a maximum of \$346,703.00. The construction engineering services are eligible for 80% federal funding.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the agreement with Olsson Associates for construction engineering services on the project to widen Capital Avenue.

Sample Motion

Motion to approve the agreement.

ENGINEERING AGREEMENT

PROJECT NO. STPAA - 5436 (4), CONTROL NO. 42427
CITY OF GRAND ISLAND
OLSSON ASSOCIATES
CONSTRUCTION ENGINEERING SERVICES
CAPITAL AVENUE PAVING IMPROVEMENTS

THIS AGREEMENT, entered into by and between the firm of OLSSON ASSOCIATES hereinafter referred to as the "Consultant", and the City of GRAND ISLAND, Nebraska, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the City is planning to reconstruct Capital Avenue from Moores Creek Drainway to Webb Road with concrete surfacing, storm sewer, sanitary force main, lighting, and traffic signals, and

WHEREAS, the work will be done under the project designation of Project No. STPAA - 5436 (4), and

WHEREAS, Federal regulations provide that the State shall have the responsibility for the construction of all Federal-aid projects, and will be responsible for insuring that such projects receive the same degree of supervision and inspection as projects constructed under a contract let and directly supervised by the State and that the project is completed in conformity with approved plans and specifications, and

WHEREAS, the City and State do not have sufficient personnel available for such supervision and inspection, and

WHEREAS, the City may employ a consultant to provide construction engineering services, and

WHEREAS, the City agrees to provide a City employee or Consultant to be in responsible charge and direct control of the project at all times, and

WHEREAS, it is the desire of the City that the Consultant furnish project management, construction staking, inspection and field testing engineering services for this project, and

WHEREAS, the Consultant is willing to perform such work according to the terms hereinafter provided, and the Consultant does represent that it is in compliance with the Nebraska Statutes relating to the registration of professional engineers, and hereby agrees to comply with all Federal, State, and local laws and

NOW THEREFORE, in consideration of these facts, the City and Consultant agree as follows:

SECTION 1. DEFINITIONS:

WHEREVER in this agreement the following terms are used, they will mean:

"CITY" means the City of GRAND ISLAND of the State of Nebraska, the Mayor or an authorized representative.

"STATE" means the Nebraska Department of Roads of the State of Nebraska, Lincoln, Nebraska, the Director of the Department, or an authorized representative of the Director.

The State is representing the United States Department of Transportation on this project and any reference to the "State" in this agreement means the State on behalf of the United States Department of Transportation.

"CONSULTANT" means the firm of OLSSON ASSOCIATES, whose business and mailing address is 201 E. 2nd Street, PO Box 1072, Grand Island, NE 68802.

~~"SUBCONSULTANT/SUBCONTRACTOR" means the firm of (8), whose business and mailing address is (9).~~

"FHWA" means the Federal Highway Administration, Department of Transportation, Washington, DC 20590, acting through its authorized representatives.

"DOT" means the United States Department of Transportation, Washington, DC 20590, acting through its authorized representatives.

"PROJECT MANAGER" means that person appointed by the City to oversee the project construction and to ensure that the project is built in compliance with all the terms of this agreement and requirements for Federal funding.

"STATE REPRESENTATIVE" means an employee of the State designated by the State to review the project and to assist the City in complying with requirements for Federal funds.

To "ABANDON" the work means that the City has determined that conditions or intentions as originally existed have changed and that the work as contemplated herein is to be renounced and deserted for as long in the future as can be foreseen.

To "SUSPEND" the work means the City has determined the progress is not sufficient or the conditions or intentions as originally existed have changed or the work completed or submitted is unsatisfactory and the work as contemplated in this agreement should be stopped on a temporary basis. This cessation will prevail until the City determines to abandon or terminate the work or to reinstate under the conditions as defined in this agreement.

To "TERMINATE" or the "TERMINATION" of this agreement will be the cessation or quitting of this agreement based upon action or failure of action on the part of the Consultant as defined in this agreement and as determined by the City.

SECTION 2. GENERAL DESCRIPTION OF SCOPE AND CONTROL OF THE WORK:

The Consultant shall, upon receipt of Notice to Proceed, perform all the project management, construction staking, inspecting and field testing services required under this agreement for Project STPAA - 5436 (4), CAPITAL AVENUE PAVING IMPROVEMENTS, in Hall County, Nebraska, as outlined in the attached EXHIBIT "A", Consultant's Proposal, attached and made a part of this agreement.

The services in order to remain eligible for Federal funding must be performed to the satisfaction of the City and State and in accordance with State and Federal applicable publications and regulations.

The Consultant has furnished a personnel chart or list in EXHIBIT "A". Any major deviation from or revision in the classifications or personnel shown in the chart or list must receive the prior approval of the City. All personnel replacements must be made with persons of equal ability or experience and failure to provide capable replacements to keep the work on schedule will be cause for termination of this agreement, with settlement to be made as provided for in this agreement.

The Consultant's services include, but are not limited to project management, advance staking, conducting the preconstruction conference, staking and inspection during project construction, preparing As-Built plans, progress computations, final computations, and preparing contractor change orders.

The Consultant, its Subcontractors or their employees shall not perform any work on the project that is the responsibility of the construction contractor.

SECTION 3. TIME OF BEGINNING AND COMPLETION:

The City will issue the Consultant a written Notice-to-Proceed after this agreement is approved by the State. Any work or services performed on the project prior to the Notice-to-Proceed date is not eligible for reimbursement.

The Consultant shall complete all work required under this agreement in a satisfactory manner within 45 calendar days after acceptance of the project by the City and State. Any costs incurred after the completion deadline are not eligible for reimbursement unless the City has approved an extension of time.

SECTION 4. IT IS MUTUALLY AGREED THAT:

- (A) The City and State retain the right to perform any services on this project with their own staff.
- (B) The State's District Engineer will assign a state employee from the District to be the State Representative for the project. The State Representative will assist the City in

complying with the construction contract, design plans, scope of work or services , federal and state regulations, statutes, etc. in order that federal funds can be expended on this project. The Representative will review the project for compliance for federal funds, and will notify the city that project is acceptable or unacceptable. If the representative determines the project is unacceptable, the Representative will notify the City in writing, stating why the work is not in compliance with the requirements, etc., and that federal funds for the project are considered in jeopardy.

- (C) The Consultant shall advise the State's Highway Disadvantaged Business Coordinator when it appears any Disadvantaged Business Enterprise (DBE) is in need of assistance. The Consultant shall make every effort to assist the Contractor or any Subcontractor in interpreting Plans and Specifications.
- (D) Prior to the start of construction, the Consultant shall respond and be on the project with no more than 24 hours written notice by the City. The Consultant in cooperation with the City shall closely coordinate the number of people the Consultant will provide for the required staking, inspection, and field testing operations.
- (E) The performance of all work under this agreement will be subject to the inspection and approval of the City and State and must be in accordance with the Construction Contractor's working schedule.
- (F) The Consultant shall comply with all Federal, State and local laws and ordinances applicable to the work contemplated in this agreement.
- (G) The completion time will not be extended because of any avoidable delay attributed to the Consultant but delays attributed to the Contractor, City or State will constitute a basis for an equivalent extension of time.
- (H) Whenever possible, the sampling and testing frequency and methods of construction must be done according to the current State of Nebraska Materials and Sampling Guide, and the State Standard Methods of Tests (www.dor.state.ne.us), the special provisions of the construction contract, or as may be directed by the State Representative. If the Guide does not apply or cannot be followed for some good reason, then the Consultant shall follow the direction of the State Representative in regards to what needs to be done to provide a satisfactory result for the project.

SECTION 5. FEES AND PAYMENTS:

- A. For performance of the work as outlined in this agreement, the consultant will be paid a fixed-fee-for-profit of \$29,245, as defined in paragraph D of this section, and up to a maximum amount of \$292,453 for actual costs as defined in paragraph E of this section, that are allowable subject to the terms of this agreement and the federal cost principles contained in the Federal Acquisition Regulation (48 CFR 31). The total agreement amount is \$346,703.
- B. The Consultant is responsible for determining if its actual costs will exceed the maximum amount stated above. If at any time during this project, the Consultant determines that its costs will exceed, or have exceeded, the maximum amount stated above, the consultant must immediately notify the City in writing and describe which costs are causing the overrun and the reason. The Consultant must also estimate the additional costs needed to complete the work. The City will then determine if the maximum amount is to be increased, and prepare a supplemental agreement. The City will not be obligated for costs in excess of the maximum amount not approved in advance.
- C. The City is not responsible for costs incurred prior to the Notice-to-Proceed date or after the completion deadline date as stated in this agreement.
- D. The fixed fee is computed upon the direct salary or wage costs, indirect salary costs, indirect non-salary costs, and direct payroll additives. The fixed fee is not allowable upon direct non-salary costs.
- E. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.

(1) Direct Labor Costs

Direct labor costs are the wages paid to employees for the time they are working directly on the project. For hourly employees, the Consultant shall bill the project at the employee's straight time hourly rate for regular hours worked and at 150% of the employee's straight time hourly rate for overtime hours paid to the employee in accordance with the Consultant's overtime policy. Regular hours must be defined as forty hours of work per calendar week performed on this project. Any hours performed by hourly employees over forty hours on this project per calendar week, will be eligible for overtime wages at 150% of the employees straight time hourly rate. When overtime is included in the Consultant's overhead rate calculation, the Consultant shall not bill overtime as a direct labor cost. For salaried employees, the Consultant shall determine the

hourly earnings rate by dividing the employee's fixed annual compensation by the number of hours normally expected to be worked that year. In those pay periods when the salaried employee works more hours than normally expected and does not receive additional compensation at least equal to the normally expected hourly rate, the rate for the pay period will be determined by dividing the actual compensation by the actual hours reported.

The rates shown herein for direct labor are rates estimated to be in force at the mid-point of the contract for the purpose of estimating the hourly cost of the work. The hours charged to the project must be supported by adequate time distribution records. The records must clearly indicate the distribution of hours to all activities on a daily basis for the entire pay period, and there must be a system in place to ensure that time charged to each activity is accurate.

(2) Direct Non-Labor Costs

Charges in this category include per diem expenses for personnel away from their base of permanent assignment, communication costs, reproduction and printing costs, computer charges, special equipment and materials required for the project, special insurance premiums if required solely for this contract and other similar items. Payment for these items must be made on receipted invoices, whenever possible, or on certified billings of the Consultant. For purposes of standardization of this agreement, the following expenses will be reimbursed at the rates indicated:

Automobile	-	\$0.485 per mile
Survey Vehicle	-	\$0.510 per mile
Lodging	-	Actual cost, not to exceed \$60.00
Per person daily		
Meals - Actual cost not to exceed:		
Breakfast		\$ 6.00
Lunch		8.00
Dinner		<u>16.00</u>
		<u>\$30.00</u> (Includes tax and gratuity)

For the Consultant and its employees to be eligible for the meal allowance, the following criteria must be met.

- Breakfast: (a) Employee is required to depart at or before 6:30 a.m., or
(b) Employee is on overnight travel.
- Lunch: (a) Employee must be on overnight travel. No reimbursement for same day of travel.
(b) Employee is required to leave for overnight travel at or before 11:00 a.m. or
(c) Employee returns from overnight travel at or after 2:00 p.m.
- Dinner: (a) Employee returns from overnight travel or work location at or after 7:00 p.m. or
(b) Employee is on overnight travel.

Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee. The Consultant is not required to provide the City with meal receipts, but shall note the actual costs in a daily diary, expense report, or on the individual's time report along with the time of departure to the project and time of return to the headquarters town.

(3) Overhead Costs

Overhead costs include indirect salary costs, indirect non-salary costs, and direct salary additives that are allowable in accordance with 48 CFR 31. Overhead costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable overhead rate. Overhead rate increases which occur during the project period will not be cause for an increase in the maximum amount established in paragraph A of this section.

(4) Payments and Retention

The Consultant should submit a copy of invoices to the City at monthly intervals. The invoices must present actual direct labor with regular hours and overtime hours itemized, actual overhead, and actual direct non-labor costs, as well as a prorated amount of the fixed fee for profit based upon the actual direct labor and overhead costs billed for that period relative to the Consultant's estimated total direct labor and indirect overhead costs, until 100 percent of the fixed fee for profit has been billed. The fixed fee for profit amount on the final invoice should be the difference between 100 percent of the agreed-upon fee and the total

amount previously billed. The invoices must identify the hours worked and each individual's actual labor cost. The Consultant shall itemize direct non-labor expenses and provide a complete description of each item billed.

Monthly invoices must include a progress report which indicates the percent of work completed during the period, until the work is complete.

The Consultant will be paid 100% of actual cost and 100% of the fixed fee for profit until 90% of the fixed fee has been paid. The final 10% of the fixed fee for profit will be retained until completion of the work, acceptance by the City and State and a final audit if determined necessary by the State.

The City will make every effort to pay the Consultant within 30 days of receipt of the Consultant's invoices. Payment is dependent upon whether the monthly progress reports provide adequate substantiation for the work and whether the City determines that the work is satisfactory.

The acceptance by the Consultant of the final payment will constitute and operate as a release to the City for all claims and liability to the Consultant, its representatives and assigns, for any and all things done, finished, or relating to the services rendered by or in connection with this agreement or any part thereof. The Consultant agrees to reimburse the City for any overpayments discovered by the City or its authorized representative. The Consultant shall maintain, and also require that any Subconsultants/Subcontractors maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period and for three years from the date of final payment under this agreement. Such materials must be available for inspection by the City, State, FHWA, or any authorized representative of the State and federal government, and the Consultant shall furnish copies to those mentioned in this section, when requested.

SECTION 6. CHANGE OF PLAN, ABANDONMENT, SUSPENSION AND TERMINATION:

In the event the Construction Contractor does not complete the work within the contract by January 1, 2008 for final completion, the total contract amount may be adjusted by a supplemental agreement to establish the compensation to be made for services performed after expiration of the time allowance as adjusted or extended in accordance with the Specifications.

City authorized changes in the scope of services, which increase the work hours or services required of the Consultant, will provide the basis for an extension of time.

Additions to the scope of services, if approved by the City, will require negotiation of a supplemental agreement. For any work beyond the scope of services, the Consultant will be required to document the additional work, estimate the cost to complete the work and receive approval from the City before beginning the work. Any of the work performed prior to approval will be done at the expense of the Consultant.

The City can abandon the project or change the general scope of work at any time and such action on its part will in no event be deemed a breach of contract.

The City can suspend or terminate work under this agreement at any time. The City will give the Consultant seven days written notice of the suspension or termination. If the City abandons the work, or subtracts from the work, suspends the work or terminates the work as presently outlined, the Consultant will be compensated in accordance with the provisions of 48 CFR 31, provided however, that in case of suspension, abandonment, or termination for breach of this agreement or for tender of improper work, the City can suspend payments, pending the Consultant's compliance with the provisions of this agreement. In determining the percentage of work completed, the City will consider the work performed by the consultant prior to abandonment or termination to the total amount of work contemplated by this agreement.

The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, will be the property of the City and the Consultant shall immediately deliver all documents to the City. All reports, records, results and working papers arising from the work of the Consultant will be the property of the City. The Consultant shall not release or make use of same for any purpose whatever without the specific written permission of the City.

The Consultant will be compensated for any leased or rented equipment required on the project for the remaining time of a lease or rental contract up to a maximum time of thirty days from the date of written suspension or termination, less any credit the Consultant receives from the lessor, provided that the Consultant cannot utilize the equipment on another project.

SECTION 7. PROFESSIONAL CARE:

The Consultant understands that the City will rely on the professional performance and ability of the Consultant. Any examination by the City or the State, or any acceptance or use of the work product of the Consultant, will not be considered to be a full and comprehensive

examination and will not be considered an approval of the work product of the Consultant that would relieve the Consultant from any liability or expense that would be connected with the Consultant's sole responsibility for the propriety and integrity of the professional work to be accomplished by the Consultant pursuant to this agreement. That further acceptance or approval of any of the plans or work of the Consultant by the City and State or of payment, partial or final, will not constitute a waiver of any rights of the City to recover from the Consultant damages that are caused by the Consultant due to error, omission or negligence of the Consultant in its work. If the Consultant discovers errors in its work, the Consultant shall notify the City within seven days. Failure of the Consultant to notify the City will constitute a breach of this agreement. The Consultant's legal liability for all damages incurred by the City caused by error, omission or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the City.

SECTION 8. CITY TO FURNISH

- (1) Project Manager or City contact person to assist the Consultant as required by the State.
- (2) Two sets of project construction plans.

SECTION 9. CONSULTANT TO FURNISH OR PERFORM:

The Consultant shall furnish and do the following items and services:

- (1) Hard hats or orange ball caps when hard hats are not required, orange vest or orange shirt, safety-toed shoes, eye and ear protection and will wear them when on the project site. Projects associated along railroad areas may restrict the use of hard hats, ball caps, vests or shirts of certain colors. The Consultant shall coordinate with the State Representative and the railroad company as to specific project requirements for that railroad area.
- (2) All sampling and testing as required in the current State Materials Sampling Guide and the State Standard Methods of Tests (www.dor.state.ne.us) or applicable AASHTO or ASTM procedures.
- (3) All portable surveying signs, consultant to install and remove.
- (4) Submit copies of the field tests each week to the City's Project Manager and State Representative.
- (5) Prepare contractor change orders.
- (6) Construction stakes, nails and flagging material for survey party.
- (7) Plant inspection of concrete materials for project.
- (8) Calibrate and check testing and sampling equipment prior to commencing work.

- (9) Project signing plan.
- (10) Signs, and check reflectivity of barricades.
- (11) Holiday detector.
- (12) The Consultant shall perform all required services under the direct supervision of a registered Professional Engineer licensed to practice in the State of Nebraska.
- (13) Prepare and keep: detailed notes, computations and measurements, records of quantities of pay items used in the work, records of those materials entering the work site, the tests or basis of acceptance of these materials, and a daily record of the contractor's operation and project work. Also, included will be Wage Interview Reports, working day reports, contractor progress estimates, contractor payrolls and statements of compliance and evaluation reports of the contractor. The wage interview report needs to be completed every six months.
- (14) Provide copies of the reports, estimates, statement, and evaluations to the City and the State Representative as per their desired schedule.
- (15) Project staking including, but not limited to staking the centerline, bench levels, control point tie out, and construction reference points, and final measurements.
- (16) Upon completion of the work, the Consultant shall prepare As-Built plans in black ink on full size plan sheets and a summary of the final quantities of all contract items, which together with all original notes, computations, measurements, and records outlined in this agreement for submittal to the City.
- (17) The Consultant shall certify in writing as to the completeness of the reports, verifications and analyses, and shall affix to the summary sheets the signature of a Professional Engineer employed by the Consultant licensed to practice in the State of Nebraska.
- (18) The Consultant shall deliver the completed As-Built plans and the final quantities, related documents to the City no later than forty-five calendar days after the City and State accept the construction of this project.

If the delivered As-Built plans and the final quantities are not complete or accurate to the satisfaction of the City and State, the City will return them to the Consultant for correction and completion. The Consultant shall make the corrections without expense to the City and return them to the City within ten working days from the date of receipt. Additional work required to complete previous incomplete submittals will be paid for according to the FEES AND PAYMENTS section in this agreement. The time used by the City to review the

As-Built plans and the final quantities or any delays not attributable to the Consultant will not be counted in determining the calendar days the Consultant used in completing the As-Built plans and the final quantities.

If the Consultant fails to deliver the acceptable completed As-Built plans and the final quantities to the City within the time frame described in this agreement, liquidated damages in the amount of 100 dollars will be charged for each additional calendar day that the work remains uncompleted.

SECTION 10. OWNERSHIP OF DOCUMENTS

All surveys, tracings, plans, specifications, maps, computations, sketches, charts, and other data prepared and obtained under the terms of this agreement, are the City's property and the Consultant shall deliver them to the City without restriction or limitation as to further use.

SECTION 11. FORBIDDING USE OF OUTSIDE AGENTS:

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit to secure this agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of making of this agreement. For breach or violation of this warranty, the City can annul this agreement without liability, or in its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, percentage, brokerage fee, gift, or contingent fee.

SECTION 12. NON-RAIDING CLAUSE:

The Consultant shall not engage the services of any person or persons presently in the employ of the City or State for work covered by this agreement without the prior written consent of the employer of such persons.

SECTION 13. GENERAL COMPLIANCE WITH LAWS:

The Consultant hereby agrees to comply with all Federal, State and local laws and ordinances applicable to the work.

SECTION 14. DISPUTES:

Any dispute concerning a question of fact in connection with the work not disposed of by this agreement, which will affect federal funding, must be referred for determination to the Director of the State or a duly authorized representative, whose decision in the matter will be final and conclusive on the parties to this agreement.

SECTION 15. RESPONSIBILITY FOR CLAIMS AND LIABILITY:

The Consultant agrees to save harmless the City from all claims and liability due to the negligent activities of the Consultant or those of the Consultants, subconsultants, agents, or its employees. In this connection, the Consultant shall for the life of this agreement, carry insurance of the following types in at least the following amounts:

1. Bodily Injury and Property
 Damage with a combined
 single unit of liability of \$500,000 each occurrence
or Bodily Injury
 General and Automobile \$250,000 each person
 General and Automobile \$500,000 each occurrence
 Property Damage
 General and Automobile \$250,000 each occurrence
 General \$ 500,000 aggregate
2. Workmen's Compensation - Statutory

The insurance referred to in Number 1 above must be written under Comprehensive General and Comprehensive Automobile Liability Policy Forms, including coverage for all owned, hired, and non-owned automobiles. The Consultant may at its option provide the limits of liability as set out above by a combination of the above described policy forms and excess liability policies. The Consultant shall furnish proof of insurance coverage to the City.

SECTION 16. SUCCESSORS AND ASSIGNS:

This agreement is binding on successors and assigns of either party.

SECTION 17. DRUG-FREE WORKPLACE POLICY:

The Consultant shall have on file with the State an acceptable drug-free workplace policy.

SECTION 18. FAIR EMPLOYMENT PRACTICES ACT:

The Consultant agrees to abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Sections 48-1101 through 48-1126, Nebraska Revised Statutes (Reissue 2004), which is hereby made a part of and included in this agreement by reference.

SECTION 19. DISABILITIES ACT

The Consultant agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this agreement by reference.

SECTION 20. DISADVANTAGED BUSINESS ENTERPRISES:

(A) Policy

The Consultant agrees to ensure that disadvantaged business enterprises as defined in 49 CFR 26 will have the maximum opportunity to participate in the performance of subcontracts financed in whole or in part with Federal funds under this agreement. Consequently, the disadvantaged business requirements of 49 CFR 26 are hereby made a part of and incorporated by this reference into this agreement.

(B) Disadvantaged Business Enterprise Obligation

The Consultant agrees to ensure that disadvantaged business enterprises as defined in 49 CFR 26 have the maximum opportunity to participate in the performance of subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure the disadvantaged business enterprises have the maximum opportunity to compete for and perform subcontracts. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA assisted contracts.

Failure of the Consultant to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the City and State.

The SUBLETTING ASSIGNMENT OR TRANSFER section of this agreement further explains the Consultant's responsibility in ensuring that disadvantaged business enterprises have the maximum opportunity to compete for subcontracts.

SECTION 21. NONDISCRIMINATION:

- A. Compliance with Regulations: During the performance of this agreement, the Consultant, for itself and its assignees and successors in interest, agrees to comply with the regulations of the DOT relative to nondiscrimination in federally-assisted programs of the DOT (49 CFR 21 and 27, hereinafter referred to as the Regulations), which are hereby made a part of and included in this agreement by reference.
- B. Nondiscrimination: The Consultant, with regard to the work performed by it after award and prior to completion of this agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the agreement covers a program set forth in Appendixes A, B, and C of 49 CFR 21.

- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subagreement, including procurements of materials or equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, or national origin.
- D. Information and Reports: The Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State or FHWA, as appropriate, and set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this agreement, the State will impose such agreement sanctions as it or the FHWA may determine to be appropriate, including but not limited to withholding of payments to the Consultant under this agreement until the Consultant complies, and/or cancellation, termination or suspension of this agreement, in whole or in part.
- F. Incorporation of Provisions: The Consultant shall include the provisions of paragraph A through E of this section in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subagreement or procurement as the State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Consultant becomes involved in, or is threatened with litigation with a Subconsultant/Subcontractor as a result of such direction, the Consultant may request that the State enter into such litigation to protect the interests of the State, and in addition, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

SECTION 22. SUBLETTING ASSIGNMENT OR TRANSFER:

Any subletting, assignment or transfer of any services to be performed by the Consultant is hereby prohibited unless prior written consent of the City is obtained.

If the Consultant chooses to utilize any Subconsultant for work covered under this agreement, the Consultant shall enter into an agreement with the Subconsultant. All Subconsultant agreements for work covered under this agreement in excess of \$10,000.00 shall contain all required provisions of this agreement. No right of action against the City shall accrue to any Consultant by reason of this agreement.

As outlined in the DISADVANTAGED BUSINESS ENTERPRISES section of this agreement, the Consultant shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subcontracts. Any written request to sublet any other work must include documentation of efforts to employ a minority business enterprise.

SECTION 23. CONFLICT OF INTEREST

By signing this agreement, the Consultant certifies that it has no financial or other interests in the outcome of this project.

SECTION 24. CONSULTANT CERTIFICATION:

The Consultant hereby certifies that wage rates and other factual unit costs supporting the fees in this agreement are accurate, complete, current, and subject to adjustment, if required, as provided by Sections 81-1701 through 81-1721, Nebraska Revised Statutes (Reissue 2003).

After being duly sworn on oath, I do hereby certify that except as noted below, neither I nor any person associated with the firm in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds:

- a) has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this agreement, or
- b) has agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out this agreement, or
- c) has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee,

contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out this agreement, except as here expressly stated (if any).

Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions

Instructions for Certification

1. By signing this Agreement, the Consultant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. The Consultant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the City's determination whether to enter into this agreement. However, failure of the Consultant to furnish a certification or an explanation will disqualify the Consultant from participation in this agreement.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the City determined to enter into this agreement. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the City may terminate this agreement.
4. The Consultant shall provide immediate written notice to the City if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
6. The Consultant agrees that, should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City before entering into this agreement.

7. The Consultant further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the City or State without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. The Consultant in a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the City may terminate this agreement.

Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions

- A. The Consultant certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (2) Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
- (4) Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

B. Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this Agreement. I acknowledge that this certification is to be furnished to the State and the FHWA in connection with this agreement involving participation of Federal-aid highway funds, and is subject to applicable, State and Federal laws, both criminal and civil.

SECTION 25. CERTIFICATION OF CITY:

After being duly sworn on oath, I _____, (print the full name) by signing this agreement do certify that the Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the State and FHWA in connection with this agreement involving participation of Federal-aid highway funds, and is subject to applicable, State and Federal laws, both criminal and civil.

SECTION 26. ALL ENCOMPASSED:

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than contained herein, and this agreement supersedes all previous communications, representations, or other agreements, either oral or written hereto.

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

STATE OF _____)
)ss.
_____ COUNTY)

After being duly sworn on oath, I do hereby acknowledge the foregoing certification and state that I am authorized to sign this agreement for the firm.

EXECUTED by the Consultant this _____ day of _____, 20_____ .

OLSSON ASSOCIATES

Title_____

Subscribed and sworn to before me this _____ day of _____, 20_____ .

Notary Public

EXECUTED by the City this _____ day of _____, 20_____ .

WITNESS:
NEBRASKA

THE CITY OF GRAND ISLAND,

City Clerk

Mayor

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Approved as to form
James J. Knott, P.E.

Roadway Design Engineer

Date

Personnel Hours Matrix
Construction Engineering Services
Capital Avenue Paving Improvements
Grand Island, NE

Olsson Associates
201 E. 2nd Street
PO Box 1072
Grand Island, NE 68802

	Team Leader	Project Manager	Field Engineer	Design Technician	Construction Observer	Construction Observer	Survey Leader	Survey Manager	Survey Technician	Survey Technician	Clerical	Const. Testing Engineer
1. Surveying												
A. Verify & Reset Vertical & Horizontal Control		2.0					5.0	10.0	20.0	10.0		
C. Grading		4.0			20.0		8.0	40.0	40.0			
D. Paving	2.0	10.0			40.0	50.0	10.0	50.0	150.0	100.0		
E. Storm Sewer	2.0	2.0	10.0		20.0	10.0	2.0	10.0	50.0	50.0		
F. Sanitary Force Main	2.0	2.0			10.0		2.0	5.0	25.0	25.0		
E. Lighting		2.0			4.0		2.0	4.0	20.0	20.0		
G. Miscellaneous (traffic signals, striping, etc.)		4.0			20.0		2.0	20.0	20.0	20.0		
H. Utility Staking (Qwest, Northwest, & City Utilities)	2.0	10.0		10.0	10.0		2.0	30.0	40.0	20.0		
I. Right of Way & Easements		2.0			5.0		10.0	20.0	30.0	20.0	20.0	
2. Preconstruction Work												
A. Preconstruction Conference	3.0	6.0		3.0	6.0						1.0	
B. Public Meeting	10.0	40.0		40.0	20.0						5.0	
C. Progress Meetings (25)	25.0	50.0			50.0						20.0	
D. Shop Drawing Review		10.0	5.0		20.0						4.0	
E. Coordination with Utilities		40.0		20.0	20.0							
(Qwest, Northwest, & City Utilities)												
3. Construction Observation												
A. Removals		10.0		5.0	60.0							
B. Grading	4.0	20.0		10.0	40.0	40.0						
C. Sanitary Sewer	4.0	30.0		10.0	120.0	20.0						10.0
D. Utilities (Qwest, Northwest, & City Utilities)	5.0	40.0		10.0	200.0	50.0						
E. Storm Sewer	10.0	50.0	40.0		200.0	100.0						10.0
F. Paving	10.0	200.0		50.0	1,000.0	300.0						20.0
G. Sodding, Seeding, Pavers		10.0			40.0					50.0	5.0	
H. Pavement Markings		10.0			60.0							
I. Traffic Signal		10.0	10.0		40.0							
J. Lighting		10.0			60.0							
K. Traffic Control & Signing Plans	10.0	80.0		120.0	40.0							
4. Miscellaneous and Office Work												
A. Project Management	52.0											
B. Assume 3 Change Orders	10.0	30.0			30.0						10.0	
C. Reporting forms (52 weeks)	10.0	50.0			150.0						25.0	
D. Quantity Books	5.0	30.0			150.0	40.0					25.0	
E. Pay Requests (12)	10.0	40.0			40.0						25.0	
F. Record Drawings		20.0			80.0						5.0	
G. Finalize Project	4.0	40.0			20.0						5.0	
Subtotal (Hours)	180.0	864.0	65.0	278.0	2,575.0	610.0	43.0	189.0	395.0	315.0	150.0	40.0
	Hours	\$/Hour	Cost									
Team Leader, Kevin Prior	180.0	\$43.59	\$7,846									
Project Manager, Matt Rief	864.0	\$33.65	\$29,074									
Field Engineer, Ryan Kavan	65.0	\$21.15	\$1,375									
Design Technician, Zack Loomis	278.0	\$16.75	\$4,657									
Construction Observer 1, Tom Schroeder	2,575.0	\$16.90	\$43,518									
Construction Observer 2, Noah Siem	610.0	\$16.00	\$9,760									
Survey Leader, Tim Aitken	43.0	\$25.70	\$1,105									
Survey Manager, Jai Andrist	189.0	\$20.29	\$3,835									
Survey Technician, Rod Zulkoski	189.0	\$16.75	\$3,166									
Survey Technician, Jesse Hurt	315.0	\$14.80	\$4,662									
Clerical, Enid Cederlind	150.0	\$15.20	\$2,280									
Construction Testing Engineer, Jeff Palik	40.0	\$30.14	\$1,206									
		Direct Labor Subtotal:				\$112,482						
		Overhead @ 160%:				\$179,971						
			Subtotal			\$292,453						
			Profit (10%):			\$29,245						
			Total Labor:				\$321,698					
Direct Costs			Amount									
Mileage			\$6,200									
GPS Equipment Usage			\$800									
Phone			\$900									
Postage			\$100									
Copies			\$500									
Subtotal:						\$8,500						
Testing	Quantity	Unit Price	Amount									
Densities	300	\$25	\$7,500									
Proctors	5	\$175	\$875									
Concrete Cylinders, Slump & Air	40	\$65	\$2,600									
Cylinder Breaks	140	\$12	\$1,680									
Aggregate Testings	5	\$50	\$250									
Subtotal:						\$12,905						
Survey Materials	Quantity	Unit Price	Amount									
Flags (Bundles)	20	\$10	\$200									
Nails (Lbs.)	10	\$5	\$50									
Hubs (Bundles)	100	\$15	\$1,500									
Guards, Slope stakes, Etc...Stakes (bundles)	50	\$17	\$850									
Lathe (bundles)	50	\$20	\$1,000									
Subtotal:						\$3,600						
		Total Direct Costs:					\$25,005					
Total Estimated Fees:							\$346,703					

SCOPE OF INSPECTION
Capital Avenue Paving Improvements
Grand Island, NE

GRADING AND REMOVAL

ITEM	SCOPE OF INSPECTION
Remove Pavement Remove Driveway Remove Sidewalk Remove Concrete Swale Remove Concrete Median Surfacing	Field inspection, measurement, verification of work performed, notebook record
Earthwork	Field inspection, verification of work performed, notebook record
Overexcavation	Field inspection, measurement, notebook record
Traffic Control	Field inspection, review of plan, verification of the work performed, notebook record
Remove & Salvage Fence	Field inspection, measurement, verification of work performed, notebook record
Relocate & Salvage Light Pole Remove & Relocate Fire Hydrant Remove Pull Box	Field inspection, verification of work performed, notebook record

CONCRETE PAVEMENT & SURFACING

ITEM	SCOPE OF INSPECTION
___ " Concrete Pavement w/ Integral Curb ___ " Imprinted Concrete Median Surfacing 6" Concrete Driveway 6” Concrete Bike Trail 5" Concrete Sidewalk Concrete Combination Curb & Gutter Concrete Combination Curb & Gutter Stem Wall Concrete Median Nose	Field inspection, slump and air tests, concrete tickets, form inspection, placement, concrete cylinders, moisture and density tests, etc., notebook record
___” Asphaltic Concrete Pavement Temporary Surfacing	Field inspection, measurement, verification of work performed, notebook record
Crushed Rock Surface Course	Field inspection, truck measurements, placement, notebook record
Concrete Pavers	Field inspection, measurement, verification of work performed, notebook record
Adjust Manhole to Grade Adjust Valve Box to Grade Adjust Pull Box to Grade Adjust Fire Hydrant to Grade	Field inspection, verification of work performed, notebook record

STORM SEWER

ITEM	SCOPE OF INSPECTION
___” Reinforced Concrete Sewer Pipe	Field inspection, verification of installation, lengths, notebook record
Storm Sewer Manhole Type “__” Curb Inlet Area Inlet Reconstruct Area Inlet to Storm Sewer Manhole Concrete Flowliner Concrete for Box Culverts	Field inspection, slump and air tests, concrete tickets, form inspection, placement, concrete cylinders, field measurement, notebook record
___” Reinforced Concrete Flared End Section Place Salvaged R.C. Flared End Section	Field inspection, verification of installation, notebook record
Concrete for Collars Reinforcing Steel for Collars Reinforcing Steel for Box Culverts	Field inspection, measurement, verification of work performed, notebook record

Vehicle Detector, Type ____	Field inspection, verification of work performed, notebook record
____ In. Conduit in Trench ____ In. Conduit under Roadway ____ AWG Traffic Signal Cable ____ AWG Detector Lead-in-Cable Camera Detector Cable ____ Grounding Conductor ____ Street Lighting Cable ____ Service Cable	Field inspection, verification of work installation, measurement, notebook record
Relocate Street Name Sign Relocate Luminaire Relocate Traffic Signal, Type ____	Field inspection, verification of work installation, notebook record
Remove & Salvage Combination Mast Arm Signal and Light Pole Remove Pull Box Remove Traffic Signal Cabinet and Base	Field inspection, verification of work performed, notebook record
Temporary Traffic Signal at US-281 Relocate Temporary Signal at Diers Avenue	Field inspection, verification of work performed, notebook record

ROADWAY LIGHTING

ITEM	SCOPE OF INSPECTION
Street Lighting Control Center Street Lighting Unit, Type ____	Field inspection, verification of work installation, inspection identification, notebook record
Light Pole Base	Field and plant inspection, slump and air tests, concrete tickets, form inspection, placement, concrete cylinders, field measurement, notebook record
Pull Box, Type ____	Field inspection, verification of work installation, notebook record
Relocate Lighting Unit	Field inspection, verification of work installation, notebook record
____ In. Conduit in Trench ____ In. Conduit under Roadway ____ Grounding Conductor ____ Street Light Cable	Field inspection, verification of work installation, measurement, notebook record

PAVEMENT MARKINGS

ITEM	SCOPE OF INSPECTION
____ " White Preformed Plastic Pavement Marking, Type 3, Grooved ____ " Yellow Preformed Plastic Pavement Marking, Type 3, Grooved 8" Yellow Preformed Plastic Pavement Marking, Type 3, Grooved	Field inspection, field measurement, notebook record
Left Arrow, Preformed Plastic Pavement Marking, Type 3, Grooved Right Arrow, Preformed Plastic Pavement Marking, Type 3, Grooved	Field inspection, verification of work performed, notebook record

MISCELLANEOUS

ITEM	SCOPE OF INSPECTION
Seeding Sodding	Field inspection, measurement, verification of work performed and quantities used, daily report, notebook record
Fabric Silt Fence Erosion Control, Type AAA	Field inspection, measurement, verification of work performed, notebook record

Personnel List

Team Leader, Kevin Prior
Project Manager, Matt Rief
Field Engineer, Ryan Kavan
Design Technician, Zack Loomis
Construction Observer, Tom Schroeder
Construction Observer, Noah Seim
Survey Leader, Tim Aitken
Survey Manager, Jai Andrist
Survey Technician, Rod Zulkoski
Survey Technician, Jesse Hurt
Clerical, Enid Cederlind
Construction Testing Engineer, Jeff Palik

The following is applicable to all work covered under this agreement
The Consultant will perform all tests that relate to control of construction.

The sampling and testing frequency and methods shall be in accordance with City of Grand Island Specifications supplemented by current edition State of Nebraska Materials Sampling Guide and State Standard Methods of Tests.

The project staking shall include, but not be limited to staking the centerline, bench levels, control point tie out, right of way, and construction reference points, and final measurements.

GENERAL: Each inspector will record a daily record of project work. This record should be included in one of the other project notebooks or in a separate notebook.

End of Scope of Inspection

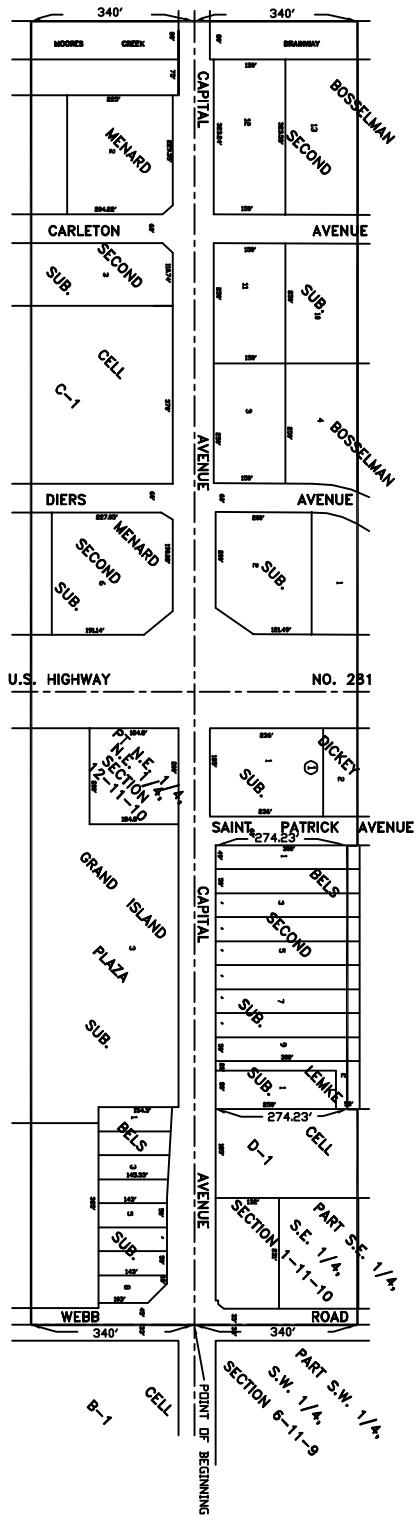


EXHIBIT "A"

STREET IMPROVEMENT DISTRICT 1256

GRAND ISLAND
 FIELD WORK DEPARTMENT
 PLAT TO ACCOMPANY ORDINANCE
 NO. 8985
 SCALE 1" = 200' L.D.C. 6/27/05

RESOLUTION 2006-273

WHEREAS, on November 9, 2004, by Resolution No. 2004-285, the City Council of the City of Grand Island approved an agreement with Olsson Associates of Grand Island, Nebraska, to perform design services to widen Capital Avenue from the Moores Creek Drainway to Webb Road ; and

WHEREAS, on April 26, 2005, by Resolution No. 2005-131, the City Council of the City of Grand Island approved Amendment #1 to the agreement with Olsson Associates to extend the final design to Webb Road; and

WHEREAS, an agreement was negotiated with Olsson Associates of Grand Island, Nebraska, to perform construction engineering services for the project at actual costs with a maximum of \$346,703.00; and

WHEREAS, the construction engineering services are eligible for 80% federal funding.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Olsson Associates of Grand Island, Nebraska, for consulting engineering services on the project to widen Capital Avenue from Moores Creek Drain to Webb Road for actual costs with a maximum dollar amount of \$346,703.00 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 26, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, September 26, 2006

Council Session

Item G12

**#2006-274 - Approving Bid Award for a TV Camera with
Transporter (Waste Water Division)**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: September 26, 2006

Subject: Approving Bid Award for a TV Camera with Transporter
(Waste Water Division)

Item #'s: G-12

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

Background

The Waste Water Division periodically inspects the existing sewer lines for obstructions and conditions of the pipe. New sewers lines are inspected to assure they were built to specification. On September 5, 2006 the Waste Water Division of the Public Works Department advertised for bids for the purchase of a TV Inspection camera with a tracked transporter for use in sanitary sewer collection system maintenance and cleaning.

Discussion

Two bids were received and opened on September 15, 2006. One bid was submitted in compliance with the specifications with no exceptions. The estimate for the inspection camera was \$35,000.00. The bids are shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Bid Security</i>	<i>Bid Price</i>
Aries Industries, Inc. Waukesha, WI	Noted	Employers Mutual Casualty Company	\$19,985.00
Cues Orlando, FL	None	\$1000.00	\$17,900.00

There are sufficient funds in account no. 53030054-85615 to fund this purchase.

Alternatives

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

1. Move to approve the purchase of the TV inspection camera with transporter from Cues of Orlando, FL in the amount of \$17,900.00.
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 of the TV inspection camera with tracked transporter from Cues of Orlando, Florida in the amount of \$17,900.00.

Sample Motion

Motion to approve the purchase.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 15, 2006 at 11:00 a.m.

FOR: One (1) Cues Ozii Pan and Tilt Optical Zoom TV Inspection Camera
And One (1) Cues Ultra Shorty 21 Variable Weight Tracked
Transporter

DEPARTMENT: Public Works

ESTIMATE: \$35,000.00

FUND/ACCOUNT: 53030054-85615

PUBLICATION DATE: September 5, 2006

NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder:	<u>Aries Industries, Inc.</u> Waukesha, WI	<u>Cues</u> Orlando, FL
Bid Security:	Employers Mutual Casualty Company	\$1,000.00
Exceptions:	Noted	None
Bid Price:	\$19,985.00	\$17,900.00

cc: Steve Riehle, Public Works Director
Ben Thayer, Supt. WWTP
Gary Greer, City Administrator
Sherry Peters, Legal Secretary

Bud Buettner, Assit. PW Director
Danelle Collins, PW Admin. Assist.
Dale Shotkoski, Purchasing Agent

P1112

R E S O L U T I O N 2006-274

WHEREAS, the City of Grand Island invited sealed bids for a Cues Ozii Pan and Tilt Optical Zoom TV Inspection camera with a Cues Ultra Shorty 21 Variable Weight Tracked Transporter for the Public Works Department, Waste Water Treatment Plant Division, according to specifications on file at the Public Works Department; and

WHEREAS, on September 15, 2006, bids were received, opened and reviewed; and

WHEREAS, Cues of Orlando, Florida, submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, such bid being in the amount of \$17,900.00; and

WHEREAS, such bid is below the estimate for such Cues Ozii Pan and Tilt Optical Zoom TV Inspection camera with a Cues Ultra Shorty 21 Variable Weight Tracked Transporter.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Cues of Orlando, Florida, in the amount of \$17,900.00 for a Cues Ozii Pan and Tilt Optical Zoom TV Inspection camera with a Cues Ultra Shorty 21 Variable Weight Tracked Transporter is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 26, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, September 26, 2006

Council Session

Item G13

**#2006-275 - Approving Bid Award for a Diffuser Cleaning System
(Waste Water Division)**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: September 26, 2006

Subject: Approving Bid Award for a Diffuser Cleaning System
(Waste Water Division)

Item #'s: G-13

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

Background

On September 5, 2006 the Waste Water Division of the Public Works Department advertised for bids for the purchase of a sanitaire Hydrogen Chloride (HCL) diffuser gas cleaning system.

The Wastewater Treatment Plant has 4 aeration basins with over 2,000 diffusers in each basin. The diffusers provide oxygen for biological life in the basins. Dirty and plugged diffusers slow down the transfer of oxygen thus reducing the effectiveness of the aeration basin which results in a reduced treatment capacity for the plant. When an aeration basin is taken out of service for cleaning the plant is not operating at capacity. Installation of an HCL diffuser gas cleaning system will allow the diffusers to be cleaned without taking each basin out of service for a manual cleaning process (the cleaning process typically takes one week per basin).

Discussion

One bid was received and opened on September 15, 2006. The bid was submitted in compliance with the specifications with no exceptions. The estimate for the system was \$130,000.00. The bid is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Bid Security</i>	<i>Bid Price</i>
ITT Industries Sanitaire Brown Deer, WI	None	\$6,000.00	\$117,600.00

Alternatives

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

1. Move to approve the purchase of the sanitaire HCL diffuser gas cleaning system from ITT industries Sanitaire of Brown Deer, WI in the amount of \$117,600.00.
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 of the sanitaire HCL diffuser gas cleaning system from ITT industries Sanitaire of Brown Deer, WI

Sample Motion

Motion to approve the purchase.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

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Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 15, 2006 at 11:15 a.m.

FOR: One (1) Sanitaire HCL Diffuser Gas Cleaning System

DEPARTMENT: Public Works

ESTIMATE: \$130,000.00

FUND/ACCOUNT: 53030054-85615

PUBLICATION DATE: September 5, 2006

NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder: ITT Industries Sanitaire
Brown Deer, WI

Bid Security: \$6,000.00

Exceptions: Noted

Bid Price: \$117,600.00

cc: Steve Riehle, Public Works Director
Ben Thayer, Supt. WWTP
Gary Greer, City Administrator
Sherry Peters, Legal Secretary

Bud Buettner, Assist. PW Director
Danelle Collins, PW Admin. Assist.
Dale Shotkoski, Purchasing Agent

P1113

RESOLUTION 2006-275

WHEREAS, the City of Grand Island invited sealed bids for a Diffuser Cleaning System for the Public Works Department, Waste Water Division, according to specifications on file at the Public Works; and

WHEREAS, on September 15, 2006, bids were received, opened and reviewed; and

WHEREAS, ITT Industries Sanitaire of Brown Deer, Wisconsin, submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, such bid being in the amount of \$117,600.00; and

WHEREAS, such bid is below the estimate for such Diffuser Cleaning System.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of ITT Industries Sanitaire of Brown Deer, Wisconsin, in the amount of \$117,600.00 for a Diffuser Cleaning System is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 26, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 26, 2006

Council Session

Item G14

**#2006-283 - Approving Bid Award for Fiber Optic Cable - OPGW
Project 2006-OPGW-11**

Staff Contact: Carl Hurd

Council Agenda Memo

From: Carl Hurd, Information Technology Manager

Meeting: September 26, 2006

Subject: Approving Bid Award for Contract 2006-OPGW-2.
Installation of 48 Fiber OPGW Shield Wire and ADSS to
Provide Network Connection Between City Hall and
Waste Water Treatment Plant.

Item #'s: G-14

Presenter(s): David Springer, Finance Director
Carl Hurd, Information Technology Manager

Background

On September 1, 2006 the City Information Technology advertised for bids for the installation of 48 fiber OPGW and ADSS from Phelps Control Center to the Waste Water Treatment Plant. This is a continuation of last year's project that connected City Hall to Phelps Control. Platte Generating Station and Burdick Station are also using this connection. Funds for this project were in the 2005/2006 approved budget. This project is intended to increase network bandwidth between City Hall and remote sites. This is a prerequisite for the fiber connections to the New Safety Center, Jail and Fire Training Center. The current wireless system used to connect the Waste Water Treatment Plant to City Hall has been in service nearly 8 years and has a bandwidth of approximately 2mb. The Fiber will allow bandwidth of 1gb (1000mb) with the use of only 2 of the 48 fibers. This amount of bandwidth will provide the capability of having a backup data system at a remote site such as the Waste Water Treatment Plant.

Discussion

Nine project bid books were sent to potential bidders. One bid was received and opened on September 18, 2006. The reasons given for not bidding were; the project was too small, project bidders were currently busy with other projects or they could not get materials in time.

The initial bid of \$176,700.00 was above the Engineers Estimate, but this has been negotiated to \$169,100.00.

Alternatives

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

1. Make a motion to approve Kayton Electrics' bid in the amount of \$169,100.00 to complete the project.
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 Kayton Electrics' bid of \$169,100.00 to complete the project.

Sample Motion

Approve Kayton Electrics' bid to complete the project.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

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Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 18, 2006 at 11:00 a.m.

FOR: Fiber Optic Cable – OPGW Project 2006-OPGW-II

DEPARTMENT: Information Technology

ESTIMATE: \$170,000.00

FUND/ACCOUNT: IT - 40015025-90002
Utilities –
Public Works -

PUBLICATION DATE: September 1, 2006

NO. POTENTIAL BIDDERS: 8

SUMMARY

Bidder: Kayton Electric, Inc.
Holdrege, NE

Bid Security: \$9,000.00

Exceptions: Noted

Bid Price: \$176,700.00

cc: Carl Hurd, IT Manager
Gary Greer, City Administrator
Sherry Peters, Legal Secretary

David Springer, Finance Director
Dale Shotkoski, Purchasing Agent

P1111

RESOLUTION 2006-276

WHEREAS, the City of Grand Island invited sealed bids for Fiber Optic Cable for the Information Technology Department, according to specifications on file with Information Technology of the Finance Department; and

WHEREAS, on September 18, 2006, one bid was submitted, which was opened and reviewed; and

WHEREAS, Kayton Electric, Inc. of Holdrege, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, such bid being in the amount of \$176,700.00; and

WHEREAS, the bid of Kayton Electric, Inc., has been negotiated to \$169,100.00, which is below the estimate for such Fiber Optic Cable.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Kayton Electric, Inc. of Holdrege, Nebraska, in the amount of \$169,100.00 for a Fiber Optic Cable is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 26, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 26, 2006

Council Session

Item G15

#2006-277 - Approving Grant Application from the Transportation Enhancement Program for Construction of the Mormon Island Hike/Bike Trail

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Park and Recreation Director

Meeting: September 26, 2006

Subject: Resolution Authorizing Staff to Apply for Trail Grant

Item #'s: G-15

Presenter(s): Steve Paustian, Park and Recreation Director

Background

One of the requirements for applying for grant funding for trail construction is to receive authorization to apply from the City Council. The Parks & Recreation Department continues to expand the Hike & Bike Trail according to the Parks & Recreation Master Plan. The most recent expansion was a 1.8 mile trail from Hall County Park to South Locust Street. Funding from the Department of Roads Transportation Enhancement Fund has enabled the City to fund the Beltline Trail, Shoemaker Trail and River Way Trail. An additional Hike & Bike Trail extension requires that a new grant be submitted to the Department of Roads Transportation Enhancement Fund.

Discussion

It is the intention of the Park and Recreation Department to construct a trail addition from the south Wood River Diversion Dike where it intersects South Locust to a point 1/2 mile north of Interstate 80 (see map). The proposed Mormon Trail will link to the new River Way Trail and extend into Mormon Island State Park. The total project cost is \$628,250, to be comprised of \$500,000 TEA-21 federal funds and \$128,250 local match. Federal funding will pay for 80% of the costs associated with the project if the grant request is approved. The grant application is due August 29, 2006. If the grant is not awarded, the project will be postponed until other funding can be secured. However, the City's annual appropriation will be used for other trail improvements.

Alternatives

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

1. Move to approve the grant application and authorize the Mayor to sign all related documents

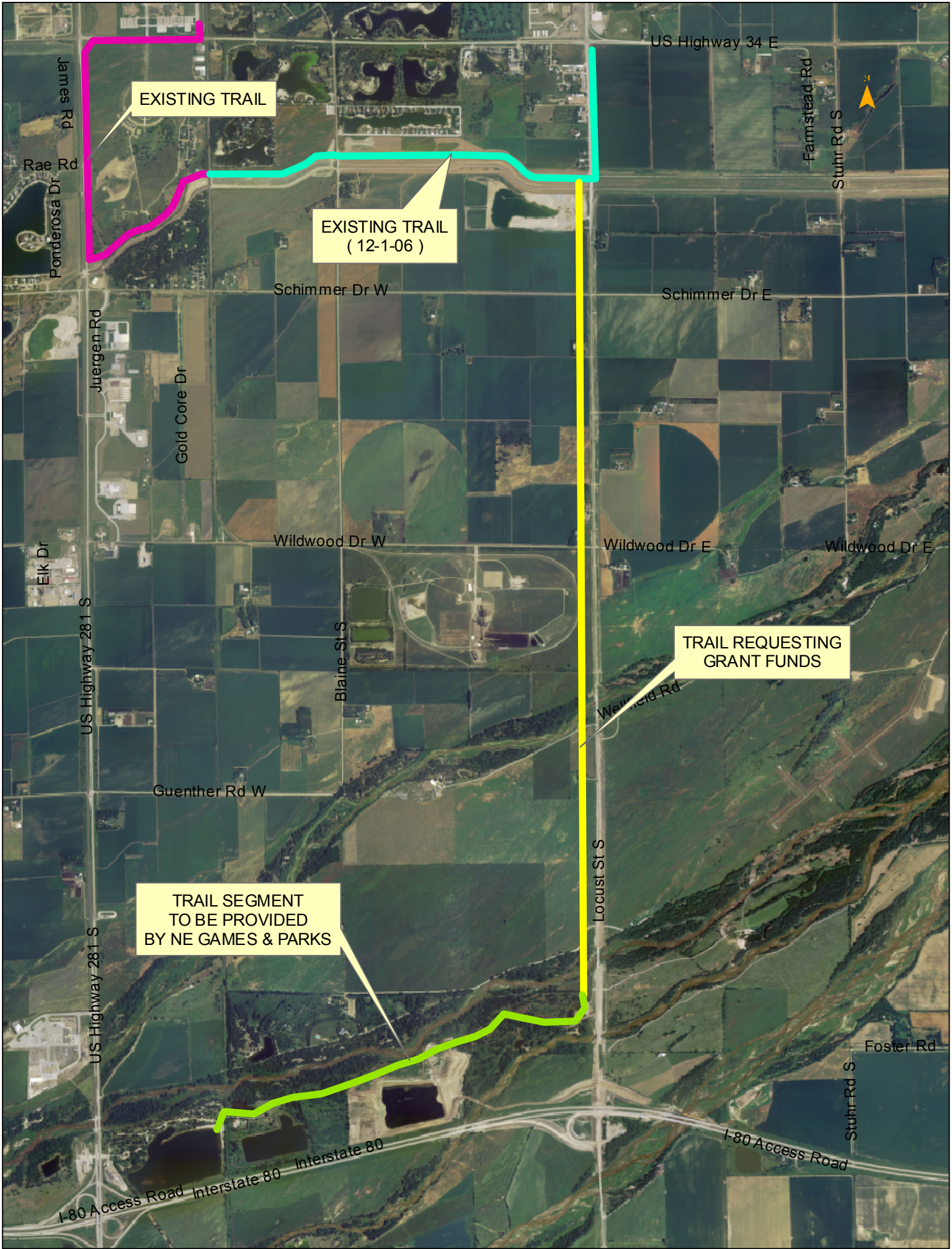
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the grant application, pass the resolution and authorize the Mayor to sign all related documents.

Sample Motion

Motion to approve the grant application, pass the resolution and authorize the Mayor to sign all related documents.



EXISTING TRAIL

EXISTING TRAIL
(12-1-06)

TRAIL REQUESTING
GRANT FUNDS

TRAIL SEGMENT
TO BE PROVIDED
BY NE GAMES & PARKS

Transportation Enhancement Program Application Form Instructions

The following pages provide instructions for filling out the final Transportation Enhancement Application Form. The final application form is attached to these instructions and is intended to be completed after the Project Coordinator assigned to your project has conducted a site visit. It includes additional sections 10-12 not found on the draft application.

Please answer all questions directly on the form within the space provided. Attach any additional information you believe will more fully explain and support your proposed project or activity. However, attachments are limited to a total of 10 pages, including the required attachments (*maps, budgets, resolution and DR Form 275*) listed on page 5. Letters of support (*described in Item #13*) will not be included in the ten page limit.

1. Governmental Agency

Provide information regarding the governmental agency or political subdivision who will own and maintain the project. Attach a resolution from the governmental agency showing support of the proposed project. A resolution must be submitted as a requirement for funding.

2. Contact Person

Provide the name, address, daytime telephone number, fax number and e-mail address (*if applicable*) of the person who is submitting and directing this project.

3. Signature

Contact Person – This is the person identified in Item #2 who will be responsible for the management and implementation of your proposed project.

4. Signature

Governmental Agency – This is the mayor or chairperson of the governmental agency listed in Item #1.

5. Project Name:

Provide a name for the project.

6. Project Description/Location

Provide a description of the proposed scope of work for this project. Include information on the specific items of work to be performed with the funds requested and the location of the project. For trail projects, describe the length, width, surface type, and beginning and ending points. For building projects, describe construction (*existing vs. new*), dimensions, purpose, etc. Explain how your project relates to transportation. Attach an 8½" x 11" map showing the project location.

7. Project Cost

Identify the cost of this project. Provide the total cost of the project and the amount of federal funding you are requesting (*up to 80% of total cost*). Attach an itemized budget showing construction items, estimated unit costs, and estimated quantities. Preliminary engineering and construction inspection/testing are also eligible expenses (*see enclosed sample*).

Please note the maximum amount of federal funding per project is \$500,000.00. [i.e., Total project cost of \$625,000 = 80% federal (\$500,000 max.) + 20% local (\$125,000).] If the total project cost exceeds \$625,000, the percentage of federal and local match must be adjusted. For example, \$750,000 total project cost = 67% federal (\$500,000 max.) + 33% local (\$250,000).

8. Matching Funds

Identify the percentage and source of matching funds (*minimum 20% cash match required*).

Exceptions to the minimum 20% cash match requirement would include 1) the use of railbanked land value in lieu of a cash match, and 2) meeting pre-defined criteria which would allow an applicant to be eligible to provide a 10% non-federal cash match. (*This pre-defined criteria is available from the Program Consultant and will be used when reviewing your proposed project.*)

9. Project Type

Check the box indicating your project category as shown below.

Trails

- Facilities for pedestrians and bicycles
- Safety and educational activities for pedestrians and bicyclists
- Preservation of abandoned railway corridors (*including conversion and use as pedestrian/bicycle trails*)

Historic Preservation

- Rehabilitation of historic transportation buildings, structures, or facilities (*including historic railroad facilities*)
- Archeological planning and research

Scenic or Historic Byways

- Acquisition of scenic easements and scenic or historic sites
- Scenic or historic highway programs (*including tourist and welcome center facilities*)
- Landscaping and other scenic beautification
- Environmental mitigation to address water pollution due to highway runoff or reduce vehicle-caused wildlife mortality while maintaining habitat connectivity
- Establishment of transportation museums

10. Previous Transportation Enhancement Projects

Check the box indicating whether you have received transportation enhancement funding in the past. If the answer is yes, please list the names and federal funding amounts received for each project.

11. Transportation/Community Plans

Please identify if this project is part of a planning document.

12. Public Benefits

Describe how this project serves a public use and any potential economic and social benefits for the community or region. These may be benefits to health, economic development, or tourism. Also, please describe aesthetic, functional and safety impacts, as well as potential improvements to the quality of life.

13. Project Support

Provide the names of governmental agencies who are in support of this project, as well as a resolution or meeting minutes from the governmental agency listed in Item #1. Also, please state the current level of support from the general public, other groups and organizations. Attach documentation from them affirming this support.

14. Environmental Impacts (DR Form 275)

Impacts of projects can be both beneficial and adverse. Please complete the review area, estimated involvement and remarks portions of the form to the best of your ability. If your project is selected, you will be responsible to obtain necessary environmental clearances and permits.

Send one completed application to: R. James Pearson
Transportation Enhancement Administrator
Nebraska Department of Roads
PO Box 94759
Lincoln, NE 68509-4759

Additional forms may be downloaded from <http://www.dor.state.ne.us/trans-enhance/>

State of Nebraska
Department of Roads

Transportation Enhancement Improvement Request (Final)

1.	AGENCY NAME: City of Grand Island	GOVERNMENTAL AGENCY (Check One): <input type="checkbox"/> Village <input checked="" type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> NRD <input type="checkbox"/> State <input type="checkbox"/> Other		
2.	CONTACT PERSON: Steve Paustian	FAX NUMBER: (308) 385-5488		
	MAILING ADDRESS: (Street) P.O. Box 1968	CITY: Grand Island,	STATE: NE	ZIP: 68802
	DAYTIME PHONE: (308) 385-5444	E-MAIL: spaustian@grand-island.com		
3.	CONTACT PERSON: (Print Name & Title) Steve Paustian, Parks & Recreation Director	SIGNATURE 	DATE: 9-26-06	
4.	GOVERNMENTAL AGENCY: (Print Name & Title) Jay Vavricek, Mayor	SIGNATURE 	DATE: 9-26-06	

5.	PROJECT NAME: (Example: Beatrice Big Blue Trail; Neligh Mill Bridge Renovation) Mormon Island Trail		
6.	PROJECT DESCRIPTION/LOCATION: (Include location, work to be performed, and attach map) <p>The proposed trail will link to the new River Way Trail and extend from the Wood River Diversion Channel south paralleling South Locust St. to a point 1/2 mile north of Interstate 80. The trail will then extend west approximately two miles to tie into Mormon Island State Park (these 2 miles are not a part of this grant application). The new 3.5 mile trail will be a 10' wide x 6" Portland cement concrete trail. All of the right-of-way was acquired as a part of a multi-year South Locust Street expansion project in anticipation of hike and bike trail construction needs. To date, the City has expended over \$200,000 on substructure of both bridges, plus \$14,500 has been spent on superstructure design in anticipation of the Mormon Island Trail. Until the bridges are completed, the trail will route back from the right-of-way onto the bridge shoulder to cross existing rivers.</p> <p>DESCRIBE HOW YOUR PROJECT RELATES TO TRANSPORTATION:</p> <p>The Hike & Bike Trail transportation system in Grand Island is growing into a widely used and well-traveled recreation and transportation route. A Hall County population of 52,290+ persons, plus tourists, visitors and area residents, represent a wide population base that will benefit from this project. The location of the Mormon Island Trail is unique in its potential for use by national and international travelers, pedestrians, cyclists, and others.</p> <p>The Mormon Island Trail is an extension of the River Way Trail that created a new transportation route from South Locust to Hall County Park, the Platte Valley Industrial Park, Stuhr Museum and College Park. Mormon Island captures traffic from U.S. Highways 281, 34 and 2, and Interstate 80. Travelers fill this busy tourist attraction and camping spot. The proposed trail creates an additional access route into and out of the community.</p>		
7.	PROJECT COST TOTAL: \$628,250.00	FEDERAL FUNDS REQUESTED: \$500,000.00	
8.	MATCHING FUNDS PROVIDED BY: \$128,250.00	PERCENTAGE OF MATCH: (Minimum 20% of total) 21%	
9.	PROJECT TYPE: (Select One Category) <input checked="" type="checkbox"/> Trails <input type="checkbox"/> Historic Preservation <input type="checkbox"/> Scenic or Historic Byways		

10.	<p>HAVE YOU RECEIVED TRANSPORTATION ENHANCEMENT FUNDS IN THE PAST? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF YES, PLEASE LIST ALL PROJECTS FUNDED AND TOTAL DOLLARS RECEIVED:</p> <p>Beltline Trail - \$310,969.74</p> <p>Shoemaker Trail - \$273,250.86</p> <p>River Way Trail - \$345,552.00</p>
11.	<p>IDENTIFY IF THIS PROJECT IS PART OF A PLANNING DOCUMENT:</p> <p>This project is part of two different plans: 1) the City of Grand Island Comprehensive Plan (completed 2004) and 2) the Parks and Recreation Master Plan (map attached.)</p>
12.	<p>PUBLIC BENEFITS OF THIS PROJECT:</p> <p>The Mormon Island Trail expands the Grand Island - Hall County Hike & Bike Trail transportation route to extend into a nationally known and promoted 35-acre tourist attraction and camping area, Mormon Island State Recreation Area. In the opposite direction, the proposed trail creates a direct route from Interstate 80 into Grand Island. The option of hiking/biking decreases vehicular traffic on major roadways, promotes energy conservation, provides opportunity for cost savings on gas that has been as high as \$3.60 in the past 30-days at locations near the Interstate 80 exit, and reduces opportunity for vehicle conflicts. A decrease in vehicular traffic equates to less noise, energy conservation and an improved environment. The extended Hike & Bike Trail is a safe, protected transportation network for all ages, providing safe crossing areas and ample width for multiple riders.</p> <p>The Mormon Island Trail will provide an extraordinary view to the public of the migrating sandhill cranes. Between February and April, the cranes feed and roost within 10-miles of the Platte River. The new trail will be adjacent to a protected environmental wetland that hosts the cranes, plus a variety of ducks, geese and other migratory birds.</p> <p>The new 3.5 mile Hike & Bike Trail transportation network is a recreational benefit in itself. According to "Calorie Counter.net", a person can burn 150-300 calories per 30-minute bike ride. The benefit of biking is "an excellent aerobic workout which is highly beneficial for heart and lung efficiency. Biking offers good lower-half body shaping benefits as it works the muscles in buttocks, front and back thighs and lower legs." A 30-minute walk at a brisk speed can burn up to 100 calories. The public benefit of increased weight loss and better health is immeasurable!</p>
13.	<p>THIS PROJECT IS SUPPORTED BY:</p> <p>The City of Grand Island and the Hall County Board of Supervisors</p> <p>Nebraska Department of Roads</p> <p>Nebraska Game & Parks Commission</p> <p>Central Platte Natural Resources District</p>

Attach the following required items:

- Budget
- Map (8½" x 11" *only*.) Maps of some communities may be obtained from the Department of Roads' Map Sales at (402) 479-4503.
- Resolution
- Environmental Impact Forms (DR Form 275)

R E S O L U T I O N 2006-277

WHEREAS, on June 10, 1996, by Resolution 96-188, the City of Grand Island approved and adopted the Parks and Recreation Comprehensive Development Plan; and

WHEREAS, such plan included the development of a hiker/biker trail system for the community; and

WHEREAS, the City of Grand Island is requesting grant funding for such project; and

WHEREAS, if granted, assistance would be provided for 80% of the project costs; and

WHEREAS, the City of Grand Island, Nebraska, has available a minimum of 20% of the project cost and has the financial ability to operate and maintain the completed facility in a safe and attractive manner for public use.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island supports the construction of the Morman Island hiker/biker trail, and further approves and authorizes an application for assistance from the Transportation Enhancement Program for the purpose of constructing such trail.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such application and other documentation on behalf of the City of Grand Island for such grant process.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on September 26, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ? _____ September 22, 2006 ? City Attorney



City of Grand Island

Tuesday, September 26, 2006

Council Session

Item G16

**#2006-278 - Approving Tax Increment Financing for
Redevelopment Plan and Redevelopment Project Located at 210
East Stolley Park Road (Wile E Investments)**

This item relates to the aforementioned Public Hearing Item E-7.

Staff Contact: Chad Nabity

RESOLUTION 2006-278

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 expansion of a pet grooming business and kenneling facilities to be located at 210 East Stolley Park Road 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, September 26, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 26, 2006

Council Session

Item G17

**#2006-279 - Approving Subordination of 1805 Freedom Drive
(Dean A. Bierhaus and Patricia D. Bierhaus)**

Staff Contact: Marsha Kaslon

Council Agenda Memo

From: Marsha Kaslon, Community Development

Council Meeting: September 26, 2006

Subject: Subordination Request for 1805 Freedom Drive
(Dean A. and Patricia D. Bierhaus)

Item #'s: G-17

Presenter(s): Marsha Kaslon, Community Development

Background

The City of Grand Island has a Deed of Trust filed on property owned by Dean A. and Patricia D. Bierhaus at 1805 Freedom Drive, in the amount of \$5,810.00. On February 23, 2006, Emergency Repair funds in the amount of \$5,810.00 were loaned to Dean A. and Patricia D. Bierhaus, husband and wife, to assist in the emergency repair of a home in the Grand Island area. The legal description is:

Lot 14, Freedom Acres Subdivision, Hall County, Nebraska ID # 400155478

The owner is requesting permission to assume a first mortgage, behind which the City would become the second mortgage.

Discussion

This subordination request was previously submitted to City Council on the September 12, 2006 from Loans for Homes, Inc. It was unknown to Loans for Homes that Ordinance 8854 existed on the property by the City Of Grand Island for assessing and levying a special tax to pay the cost of construction of Sanitary Sewer District No. 501 for sewer taxes that was filed on September 24, 2003. The amount owed to the City of Grand Island for Ordinance 8854 is approximately \$7,726.73.

Argent Mortgage Company has agreed to loan to Dean and Patricia Bierhaus \$108,000 or 90% of the appraised value of the housing unit to refinance their home for minor

rehabilitation and to pay off the entire amount of the sewer assessment and taxes for Ordinance 8854 to the City of Grand Island.

However, in order for Dean and Patricia Bierhaus to secure the loan from Argent Mortgage, Community Development's current Deed of Trust must be subordinated. Presently, the Deed of Trust is junior in priority to a Deed of Trust to Citicorp Trust Bank in the amount of \$5,810.00. A new lien in the amount of \$108,000.00 with Argent Mortgage would replace the senior Deed of Trust. By law, the new Deed of Trust would be junior in priority to the City's lien, however, the new lender, Argent Mortgage, requires and has asked the City to subordinate its Deed of Trust to the new Deed of Trust.

The new appraised value of the property is \$120,000 and is sufficient to secure the first mortgage of \$108,000.00 and the City's mortgage of \$5,810.00. The City's loan of \$5,810.00 will be forgiven if the original owner's of the property (Dean A. and Patricia D. Bierhaus) reside in the house for a period of 5 years from the date the lien was filed which was February 23, 2006. The lien amount decreases 20% per year.

Alternatives

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

1. Approve the Subordination Request.
2. Refer the issue to a Committee.
3. Postpone the issue to a later date.

Recommendation

City Administration recommends that the Council approves the Subordination Request.

Sample Motion

Motion to approve the Subordination Agreement with New Century Mortgage, placing the City in the junior position to the new Deed of Trust.

SUBORDINATION AGREEMENT

NOTICE; THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made this 26th day of September, 2006, by Dean A. and Patricia D. Bierhaus, husband and wife, owners of the land hereinafter described and hereinafter referred to as "Owner", and Argent Mortgage Company, present owner and holder of the Deed of Trust and Note first and hereinafter described and hereinafter referred to as "Beneficiary".

WITNESSETH:

THAT, WHEREAS, Dean A. and Patricia D. Bierhaus, married persons, DID EXECUTE a Deed of Trust dated February 23, 2006 to the City of Grand Island, covering:

Lot 14, Freedom Acres Subdivision, Hall County, Nebraska
ID # 400155478

To secure a Note in the sum of \$5,810.00 February 23, 2006 in favor of the City of Grand Island, which Deed of Trust was recorded March 31, 2006 as Document No. 200602814 in the Official Register of Deeds Office of Hall County; and

WHEREAS, Owner has executed, or are about to execute, a Deed of Trust and Note in the sum of \$108,000.00 dated September 26, 2006 in favor of Argent Mortgage Company, hereinafter referred to as "Beneficiary" payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded concurrently herewith; and

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

WHEREAS, it is a condition precedent to obtaining said loan that said Deed of Trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Deed of Trust first above mentioned; and

WHEREAS, Beneficiary is willing to make said loan, provided the Deed of Trust securing the same is a lien or charge upon the above-described property prior and superior to the lien or charge of the Deed of Trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Beneficiary; and

WHEREAS, it is to the mutual benefit of the parties hereto that Beneficiary make such loan to Owners; and Beneficiary is willing that the Deed of Trust securing the same shall, when recorded constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Deed of Trust first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Beneficiary to make the loan above referred to, it is hereby declared, understood, and agreed as follows:

- 1) That said Deed of Trust securing said Note in favor of Beneficiary, and any renewals of extensions thereof shall unconditionally be and remaining all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Deed of Trust first above mentioned.
- 2) That Beneficiary would not make its loan above described without this Subordination Agreement.
- 3) That this Agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Deed of Trust first above to the lien or charge of the Deed of Trust in favor of Beneficiary above referred to and shall supersede and cancel, but only insofar as would affect the priority between the Deeds of Trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the Deed of Trust first above mentioned, which provide for the subordination of the lien or charge thereof to another Deed or Deeds of Trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

- 1) He consents to and approves (i) of all provisions of the Note and Deed of Trust in favor of Beneficiary above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Beneficiary for the disbursement of the proceeds of Beneficiary's loan;
- 2) Beneficiary in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Beneficiary represented that it will, see to the application of such proceeds by the person or persons to whom Beneficiary disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- 3) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Deed of Trust first above mentioned in favor of the lien or charge upon said land of the Deed of Trust in favor of Beneficiary above referred to and understands that in reliance upon, and in consideration of this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- 4) An endorsement has been placed upon the Note secured by the Deed of Trust first above mentioned that said Deed of Trust has by this instrument been subordinated to the lien or charge of the Deed of Trust in favor of Beneficiary above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

By: _____

STATE OF NEBRASKA)) SS
COUNTY OF HALL)

Sworn and Subscribed to before me this _____ day of _____, 2006.

Notary Public

RESOLUTION 2006-279

WHEREAS, the City of Grand Island, is the lender and secured party of a Deed of Trust dated February 23, 2006 in the amount of \$5,810.00, secured by property located at 1805 Freedom Drive and owned by Dean A. Bierhaus and Patricia D. Bierhaus, husband and wife, said property being described as follows:

Lot 14, Freedom Acres Subdivision, Hall County, Nebraska, ID #400155478

WHEREAS, Dean A. and Patricia D. Bierhaus wish to execute a Deed of Trust and Note in the amount of \$108,000.00 with Argent Mortgage to be secured by the above-described real estate conditioned upon the City subordinating its Deed of Trust to their lien priority; and

WHEREAS, the value of the above-described real estate is sufficient to adequately secure both loans.

WHEREAS, the requested subordination of the City's lien priority is in the best interests of all parties.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to execute an agreement subordinating the lien priority of the above described Deeds of Trust from Dean A. Bierhaus and Patricia D. Bierhaus, husband and wife, to the City of Grand Island, as beneficiary to that of the new loan and Deed of Trust of Argent Mortgage, Beneficiary, as more particularly set out in the subordination agreement.

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Adopted by the City Council of the City of Grand Island, Nebraska, September 26, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
July 25, 2006	<input type="checkbox"/>	City Attorney



City of Grand Island

Tuesday, September 26, 2006

Council Session

Item G18

**#2006-280 - Approving Interlocal Agreement with Hall County
Relative to Bookmobile**

Staff Contact: Steve Fosselman

Council Agenda Memo

From: Steve Fosselman, Library Director

Meeting: September 26, 2006

Subject: Approving Interlocal Agreement with Hall County
Relative to Bookmobile

Item #'s: G-18

Presenter(s): Steve Fosselman, Library Director

Background

Hall County has a 40+ year history of contracting with the Grand Island Public Library and City of Grand Island for county residents' use of the library facilities including the Hall County Bookmobile. A library board committee usually meets with a county board committee to negotiate a new agreement, which in some instances has been for one year but in this instance is a multi-year agreement.

Discussion

The five-year agreement as negotiated and approved by the Hall County Board of Supervisors provides for a \$101,253 payment by the county to the library for these services, retroactive to July 1, 2006 and with annual 2% increases starting July 1, 2007 through June 30, 2011. Last year's one-year agreement provided for a payment of \$79,050.

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 this interlocal agreement.

Sample Motion

Motion to approve the Interlocal Agreement with Hall County Relative to the Bookmobile.

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE GRAND ISLAND LIBRARY BOARD
AND
THE COUNTY OF HALL, NEBRASKA

THIS AGREEMENT, made and entered into by and between the GRAND ISLAND LIBRARY BOARD, being duly qualified and acting by appointment of the Mayor and City Council and contracting for itself and on behalf of the City of Grand Island, Nebraska, hereinafter referred to as the "Library," and the COUNTY OF HALL, NEBRASKA, a body corporate and politic, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, County desires to have comprehensive library service provided for the citizens and schools of Hall County by the Library; and

WHEREAS, under provisions contained in Sections 51-201 through 220, Revised Statutes of Nebraska, as amended, the County Board of Supervisors may contract library services pursuant to the Interlocal Cooperation Agreement Act; and

WHEREAS, it is the intent and understanding of the parties that library services shall be provided through the facilities of the Library with the cooperation of County;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO THAT:

Section 1. Purpose and Scope of Services. Library shall provide library services to the inhabitants of Hall County residing outside the corporate limits of the City of Grand Island by permitting such persons the privilege to use Library's services and facilities on the same basis as that accorded by Library to the inhabitants of the City of Grand Island. Library shall further furnish bookmobile services throughout Hall County as more specifically set forth herein.

Section 2. Duration. The term of this agreement shall be for a period of five years commencing on the 1st day of July, 2006.

Section 3. Administration. The Library will be administered in the manner contemplated by the provisions of Article 2, Chapter 51, Revised Statutes of Nebraska, as amended.

Section 4. Bookmobile Services. Library shall provide bookmobile library services to such schools, adult care facilities, and other sites throughout the County as are currently being served by the Hall County Bookmobile, or as agreed to by the parties herein, on a three - week schedule.

Section 5. Administration of Funds and Maintenance of Records. Library shall administer its funds and keep its records as required by law.

Section 6. Charges, Fees, Fines, and Assessments. Library shall provide its services and facilities free of charge to all inhabitants of Hall County within the provisions and intent of this agreement, except that all patrons shall be subject to the rules of the Library as they relate to fines and assessments for overdue books, destruction or loss of books, and other Library regulations.

Section 7. Use of Bookmobile. In the provision of bookmobile programs and services pursuant to this agreement, Library may utilize and operate County's bookmobile. Library shall exercise due care and diligence in the selection, training, and supervision of drivers operating said bookmobile. Title to the bookmobile shall remain in the County.

7.1 Insurance. At all times during the term of this agreement and any subsequent term, County shall maintain liability insurance coverage to insure and indemnify County and Library to the extent permitted under County's automobile liability policy from loss and claims arising out of the operation of County's bookmobile. At all times during the term of this agreement and any subsequent term, County shall maintain a policy or policies of collision and comprehensive insurance coverage insuring and indemnifying County from loss of or damage to said bookmobile.

7.2 Maintenance, Repair, and Expenses of Operation. Library shall exercise due care and diligence in inspecting and maintaining said bookmobile in proper and safe working order and shall operate, maintain, and repair the same at Library's expense

7.3 Return Upon Termination. Upon termination of this agreement, Library shall return the bookmobile to the County.

Section 8. Personnel and Staff. Library shall provide, at Library's expense, such necessary library staff personnel, including properly selected and trained drivers, for the provision of the services herein provided. At all times during the term of this agreement and any subsequent terms thereof, Library shall maintain Workers' Compensation coverage for its employees in such amounts and under such terms as is required by the laws of the State of Nebraska.

Section 9. Indemnification. Library agrees that it will indemnify and hold County and County's officers, employees, and agents harmless from any claims, suits, or damages resulting from or caused by any act of neglect, intentional tort, or omission of Library, its officers, employees, agents, or volunteers in the performance of activities provided for by this agreement.

Section 10. Notice of Claims. Within 10 working days after receipt by library of a summons in any action or any notice of claim arising out of the use or operation of the bookmobile, Library shall notify County of such commencement of action or notice of claim.

Section 11. Library Not an Employee of County. It is agreed by the parties that at all times and for all purposes hereunder, Library and its officers, employees, volunteers, and agents are independent contractors and not employees of County. No statement in this agreement shall be construed so as to find Library and its officers, employees, volunteers, and agents to be employees of County, and they shall not be entitled to any of the rights, privileges, or benefits of County employees.

Section 12. Non-Discrimination. In the performance of activities pursuant to this agreement, Library agrees to comply fully with Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, and the Americans With Disabilities Act of 1991. Library shall not unlawfully discriminate against any employee who is employed in the performance of this agreement, nor against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability, or sex. This provision shall include, but not be limited to, employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

Section 13. Consideration. In consideration for the services to be provided by Library, County shall pay to Library the sum of One Hundred One Thousand Two Hundred Fifty Three Dollars (\$101,253.00) payable in twelve equal payments the first due the last day of each month commencing July 31, 2006. This amount will increase 2% per year beginning July 1, 2007.

Fiscal Year	County Contribution
7-01-06 to 6-30-07	\$101,253
7-01-07 to 6-30-08	\$103,278.06
7-01-08 to 6-30-09	\$105,343.62
7-01-09 to 6-30-10	\$107,450.49
7-01-10 to 6-30-11	\$109,599.50

Section 14. Modification. Amendments to this agreement shall not be binding upon the parties unless reduced to writing and properly approved and executed by and on behalf of the parties hereto.

Section 15. Administration. One advisory Library Board member and one alternate member shall be appointed by the County Board of Supervisors to meet with the Library Board at all regular and special meetings of the Library Board during the term of this Agreement and extensions thereof. Such advisory board member or alternate member shall have the right to be heard on matters of policy and rules and regulations affecting the library services contemplated by this Agreement. The Library Board as thus constituted shall administer this undertaking in cooperation with the Hall County Board of Supervisors.

Section 16. Form of Organization. There shall be no separate legal entity formed to conduct this cooperative undertaking.

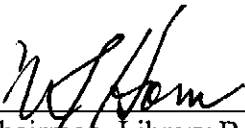
Section 17. Acquisition and Disposition of Property. There shall be no jointly held property acquired through this undertaking. Any property used in this undertaking shall be held by the party acquiring the same and shall, upon termination of this agreement, be disposed of by said party.

Section 18. Financing. Each party shall be separately responsible for financing its obligations herein.

Section 19. Mobile Data Connection. County shall provide mobile data connection equipment and service and maintain the same during the term of this agreement commencing upon such time as the necessary equipment can be acquired, installed and tested in the Bookmobile.

IN WITNESS WHEREOF, this Agreement is executed by the parties at Grand Island, Hall County, Nebraska, this 22 day of August, 2006.

GRAND ISLAND LIBRARY BOARD,
for itself and on behalf of the City of Grand
Island, Nebraska, a municipal corporation.



Chairman, Library Board

Approved:
City of Grand Island

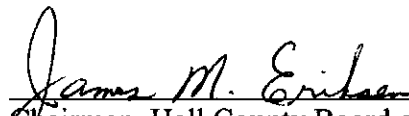
Mayor

ATTEST:

City Clerk

Prepared by:
Michelle J. Oldham
Chief Deputy Hall County Attorney
P.O. Box 367
Grand Island, NE 68802
(308) 385-5150

THE COUNTY OF HALL, NEBRASKA,
a body politic and corporate and a political
subdivision of the state of Nebraska.



Chairman, Hall County Board of
Supervisors

ATTEST:



County Clerk

RESOLUTION 2006-280

WHEREAS, Hall County desires to have comprehensive library services provided for the citizens and schools of Hall County; and

WHEREAS, Nebraska statutes provide that the County Board of Supervisors may contract for the services of a public library already established and may levy a tax for such library service in accordance with said statutes; and

WHEREAS, the Grand Island Library Board and the County of Hall intend to provide library service through the facilities of the library with the cooperation of the County of Hall; and

WHEREAS, a form of Agreement has been agreed to between the Grand Island Library Board and the County of Hall.

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 Grand Island Library Board and the County of Hall, Nebraska, for library services to the residents of Hall County is hereby approved; and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 26, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 26, 2006

Council Session

Item G19

#2006-281 - Approving Purchase Agreement for (2) SelfCheck Workstations with SirsiDynix

Staff Contact: Steve Fosselman

Council Agenda Memo

From: Steve Fosselman, Library Director

Meeting: September 26, 2006

Subject: Approving Purchase Agreement for (2) SelfCheck Workstations with SirsiDynix

Item #'s: G-19

Presenter(s): Steve Fosselman, Library Director

Background

Through previous City Council approval, the Grand Island Public Library has been contracting with SirsiDynix (formerly Dynix) since 1993 on a variety of automation system needs, including installation of hardware and software to operate the automated circulation of items. The purchase of 3M SelfCheck workstations (which allow patrons to do the routine checkout of materials without staff intervention) in 1993 was included in this arrangement. Since that initial contract, our library has periodically received City Council approval for various system enhancements and 3M SelfCheck upgrades.

Discussion

To facilitate the advancement of technologies such as will be implemented in the library's expansion project, SirsiDynix is offering a trade-in incentive of our current workstations for a net cost of \$34,522.00 after trade in. This will allow our library to continue operating in the most cost-effective manner and to allow staff to provide other essential services to library patrons while increasing numbers of routine checkouts handled by the patrons themselves.

Purchasing through SirsiDynix is recommended because 3M selfcheck workstations are directly linked to SirsiDynix's database server, purchasing through SirsiDynix assures the library of consistent maintenance service regardless of the source of the problem, and discounts have been negotiated with SirsiDynix based on previous purchases.

This is a budgeted expense in the library's account 10044301-85620, which has a current balance of \$35,000 for automation enhancements.

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 this purchase agreement in the amount of \$34,522.00 with SirsDynix.

Sample Motion

Motion to approve a purchase agreement in the amount of \$34,522.00 with SirsDynix.

THIRD PARTY PRODUCT PURCHASE AND LICENSE AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2006 ("Effective Date") by and between SirsiDynix with offices at 101 Washington Street, S.E., Huntsville, Alabama 35801 and Edith Abbott Memorial Library ("Customer"), having its offices at 211 North Washington, Grand Island, Nebraska 68801. The term "SirsiDynix" shall also refer to the company, its agents, suppliers, and its subcontractors.

1. DEFINITION OF TERMS

Hardware: The hardware items listed on Schedule 1 hereto.

Third Party Software: The software listed in Schedule 1 owned by an entity other than SirsiDynix which is re-licensed or sublicensed by SirsiDynix to the Customer.

2. CONTRACT DOCUMENTS. The contract documents are this Agreement, including the following schedules attached hereto:

Schedule 1—Configuration

Schedule 2—End User License Agreement

Each of these documents is incorporated herein by this reference as if set forth in full, and shall constitute a part of this Agreement.

3. FURNISHING OF HARDWARE, SOFTWARE, AND SERVICES. Subject to the terms and conditions set forth herein, SirsiDynix agrees to provide and Customer hereby agrees to purchase the licenses and services described in Schedule 1.

4. RISK OF LOSS. SirsiDynix is responsible for all risks of loss or damage to Hardware furnished under this Agreement until delivery is made to Customer. Thereafter Customer will be responsible for risks of loss or damage, except for loss or damage caused by SirsiDynix in the process of installation. Title to the Hardware shall pass from SirsiDynix to Customer upon delivery to Customer.

5. WARRANTY

A. **WARRANTIES.** SirsiDynix warrants that it is an authorized distributor of the Hardware and Third Party Software and that with the execution of this Agreement Customer will have the right to use the Third Party Software in accordance with the terms and conditions of the end user license attached hereto as Schedule 2.

B. **NO ADDITIONAL WARRANTIES.** THE WARRANTIES SET FORTH IN SECTION 5A OF THIS AGREEMENT ARE IN LIEU OF, AND THIS AGREEMENT EXPRESSLY EXCLUDES TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND (iii) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY SIRSIDYNIX, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY.

6. PAYMENT

A. **PAYMENT ARRANGEMENTS.** SirsiDynix shall submit all invoices to Customer at the address shown in the first paragraph of this Agreement. Invoices shall be considered past due 30 days after the date shown thereon. Past due balances are subject to the lesser of a 1½% per month interest charge (18% per annum) or the highest rate allowed by law.

B. **DISPUTED INVOICES.** Customer is not required to pay the disputed portion of any invoice, pending resolution of that dispute, if written notice of the dispute has been provided to SirsiDynix within 15 days of receipt of the invoice.

C. **TAXES.** Unless otherwise noted, the prices in this Agreement do not include taxes. Customer agrees to pay directly or reimburse SirsiDynix for any taxes arising out of this Agreement or

SirsiDynix's performance under this Agreement, excluding taxes on SirsiDynix's net income. If Customer is exempt from taxes, photocopies of applicable certificates demonstrating exemption shall be provided by Customer prior to the execution of this Agreement.

- D. **MILESTONES.** Payment is due upon invoice for successful completion of the following milestones:

<u>MILESTONE</u>	<u>AMOUNT</u>
Delivery of Hardware and Third Party Software to Customer	34,522

TOTAL

\$34,522

7. **LIMITATION OF LIABILITY.** SIRSIDYNIX'S TOTAL LIABILITY TO CUSTOMER UNDER THIS AGREEMENT, EXCLUDING LIABILITY FOR PERSONAL INJURY, DAMAGE TO REAL PROPERTY AND TANGIBLE PERSONAL PROPERTY, AND LIABILITY PURSUANT TO CLAIMS OF INFRINGEMENT, WILL BE LIMITED TO THE PAYMENTS MADE BY CUSTOMER DURING THE PREVIOUS 12 MONTHS FOR THE PRODUCT OR SERVICE WHICH IS THE SUBJECT MATTER OF THE CLAIM. IN NO EVENT WILL SIRSIDYNIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SIRSIDYNIX HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY.
8. **TERMINATION.** Either party may terminate this Agreement immediately upon written notice if the other party commits a non-remediable material breach of this Agreement or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach. Following termination of this Agreement (for whatever reason), each party will deliver to the other any property of the other in its possession or control in good condition, reasonable wear and tear excepted. Neither party will be liable for any damages arising out of the termination of this Agreement, provided that such termination will not affect any right to recover damages sustained by reason of material breach or any payments owing under the Agreement.
9. **RETURNS.** Customer may incur restocking fees and other like assessments if it changes the types and quantities of Hardware purchase or Third Party Software licensed under this Agreement after the items have been ordered.
10. **DISPUTE RESOLUTION.** The parties will use reasonable efforts to resolve any dispute arising out of the Agreement through a meeting of appropriate managers from each party. If the parties are unable to resolve the dispute, either party may escalate it to its executives. If an executive level meeting fails to resolve the dispute within 30 days after escalation, either party may seek any available legal relief. This provision will not affect either party's right to seek injunctive or other provisional relief at any time.
11. **GENERAL**
- A. **Force Majeure.** The parties will exercise every reasonable effort to meet their respective obligations hereunder but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control. This provision does not relieve Customer of its obligation to make payments then owing.
- B. **Assignment.** Customer may not assign or transfer the Agreement or its rights under it without SirsiDynix's prior written approval, which approval will not be unreasonably withheld. SirsiDynix may, without Customer's consent, assign this Agreement to an affiliate or subsidiary of SirsiDynix or its parent corporation, or assign its rights to receive payments hereunder.
- C. **Notices.** All written notices required by this Agreement will be effective upon receipt. Notices communicated by electronic mail or facsimile will be deemed to be written.

- D. Relationship.** This Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.
- E. Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- F. Survival.** Rights and obligations under the Agreement which by their nature should survive will remain in effect after termination or expiration of the Agreement.
- G. No Waiver.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
- H. Modification.** No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party.
- I. Section Headings.** Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.
- J. Entire Agreement.** This Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations, and warranties, and prevails over any conflicting or additional terms contained in any quote, purchase order, acknowledgement, or other communication between parties relating to its subject matter during its term.
- K. Counterparts.** The parties agree that this Agreement may be executed in one or more counterparts, each of which shall be constitute an enforceable original of the Agreement, and that facsimile signatures shall be as effective and binding as original signatures.

IN WITNESS WHEREOF, the parties have caused this Agreement, which shall inure to the benefit of and be binding upon the successors of the respective parties, to be signed and entered as of the Effective Date.

SirsiDynix

Edith Abbott Memorial Library

By: _____

By: _____

Title: _____

Title: _____

SCHEDULE 1

CONFIGURATION

For the complete list of Software and Services to be delivered under this Agreement, please see Exhibit "A — Quote dated September 20, 2006 attached hereto and incorporated herein by reference.



Electronic Library Proposal
for the
Edith Abbott Memorial Library

September 20, 2006

The following is SirsiDynix's financial proposal for a complete Unicorn electronic library system, including software licensing, education and documentation, policy configuration, data loading and indexing, server hardware and ongoing system maintenance and enhancements.

Software support includes toll-free telephone consultation service and 24-hour, 7-day emergency support from SirsiDynix's Client Care Center, and all future enhancements released by SirsiDynix for the Unicorn modules licensed.

Prices and products presented here are valid for 90 days from the date of this proposal unless otherwise specified in the Statement of Work.

SirsiDynix may add and/or substitute equivalent products for any third party items quoted in the event of product unavailability, software requirements and/or model number changes.

INVESTMENT SUMMARY

<i>Description</i>	<i>License & 1st Year Software Support</i>	<i>Estimated 2nd Year Software Support</i>	<i>Estimated 2nd Year Subscription</i>
SOFTWARE SUBTOTAL	\$ 33,622	\$ 0	
SIRSIDYNIX PROFESSIONAL SERVICES SUBTOTAL	\$ 0	N/A	N/A
SIRSIDYNIX HARDWARE SUBTOTAL	\$ 900	3 Year Warranty	N/A
TOTAL SYSTEM COST	\$ 34,522	\$ 0	

Statement of Work

SIRSIDYNIX SOFTWARE

<i>Description</i>	<i>Unit of Measure</i>	<i>Quantity</i>	<i>License & 1st Year Software Support</i>	<i>Estimated 2nd Year Software Support</i>	<i>Estimated 2nd Year Subscription</i>
3M Model 6410-V SelfCheck Workstation (No Cabinet)	ea	2	\$ 30,622		
3M Store and Forward Option for V-Series Selfcheck Workstations	ea	2	\$ 3,000		
SIRSIDYNIX SOFTWARE SUBTOTAL			\$ 33,622		

SIRSIDYNIX HARDWARE

<i>Description</i>	<i>Unit of Measure</i>	<i>Quantity</i>	<i>Extended Cost</i>
General Shipping & Handling Charges	ea	60	\$ 900
SIRSIDYNIX HARDWARE SUBTOTAL			\$ 900

SCHEDULE 2

END USER LICENSE AGREEMENT

3M™ SELF-CHECK™ SYSTEM SOFTWARE LICENSE

Use of the 3M SelfCheck System Software is governed by the terms of the license between 3M and Customer. The Software may be used by Customer and its employees and agents only for Customer's benefit and in accordance with the license between 3M and Customer, as set forth below.

1. **3M SelfCheck Software.** As used in this License, "Software" means the proprietary 3M™ SelfCheck™ System Software licensed to Customer and any updates (e.g., maintenance releases, modifications to existing functionality or new functionality) that may be provided to Customer by 3M during the term of this License. 3M is under no obligation to issue updates.

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Version 2.0, January 2004

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END OF TERMS AND CONDITIONS

3M Library Systems

3M Center, Building 225-4N-14

St. Paul, MN 55144-1000

1-800-328-0067 4 78-8126-8213-2 Rev. B

R E S O L U T I O N 2006-281

WHEREAS, the Grand Island Public Library has contracted with SirsiDynix (formerly Dynix) since 1993 on a variety of automation system needs, including installation of hardware and software to operate the automated circulation of items; and

WHEREAS, to facilitate the advancement of technologies such as will be implemented in the library's expansion project, to allow our library to continue operating in the most cost-effective manner, and to allow staff to provide other essential services to library patrons while increasing numbers of routine checkouts handled by the patrons themselves, SirsiDynix is offering a trade-in incentive on such equipment; and

WHEREAS, the purchase of two 3M Self Check V series workstations for the amount of \$34,522.00 is recommended; and

WHEREAS, continued use of SirsiDynix is recommended to assure consistent maintenance with SirsiDynix equipment that is directly linked to the SirsiDynix database server.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of two 3M Self Check V series workstations at the Grand Island Public Library from SirsiDynix (formerly Dynix) for the amount of \$34,522.00 is hereby approved; and the Mayor is hereby authorized and directed to execute such Purchase Agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on September 26, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ? _____ September 21, 2006 ? City Attorney



City of Grand Island

Tuesday, September 26, 2006

Council Session

Item G20

**#2006-282 - Approving Extension of Bid Price with CH2M Hill for
the Lease of an Aerated Static Pile Compost Pilot Testing Unit**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: September 26, 2006

Subject: Approving Extension of Bid Price with CH2M Hill for the Lease of an Aerated Static Pile Compost Pilot Testing Unit

Item #'s: G-20

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

Background

The lease of and Aerated Static Pile (ASP) compost pilot testing unit for use at the Waste Water Treatment Plant was approved by Resolution # 2006-47 at the February 12, 2006 council meeting. The pilot was to determine the effectiveness of an ASP system for composting sewage sludge from the treatment process. This has been a successful operation, thus the pilot is still operating at the waste water treatment plant. The ASP reduces the amount of sludge being disposed of via landfills resulting in a net savings of approximately \$10,500 per month.

Discussion

The original bid was based on a lease period of 2 months therefore the term of the lease needs to be extended. CH2M Hill has agreed to honor their original bid price of \$4,470 per month. Administration recommends extending the lease an estimated 18 months (thru October 2007) or until a permanent ASP composting system is in place, which ever is later.

Alternatives

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

1. Move to approve the extension of bid prices with CH2M Hill for the lease of the Aerated Static Pile compost pilot testing unit.
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 extension of the bid price with CH2M Hill for the lease of the Aerated Static Pile compost pilot testing unit for 18 months (thru October 2007) or until a permanent ASP composting system is in place, whichever ever is later.

Sample Motion

Motion to approve the extension of bid prices.

RESOLUTION 2006-282

WHEREAS, on February 14, 2006, by Resolution 2006-47, the City Council of the City of Grand Island approved the lease of an Aerated Static Pile (ASP) compost pilot testing unit for use at the Waste Water Treatment Plant to determine the effectiveness of an ASP system for composting sewage sludge from the treatment process; and

WHEREAS, the original bid was based on a lease period of two months; and

WHEREAS, it is in the City's best interests to extend the lease for an estimated eighteen months; and

WHEREAS, CH2M Hill will honor the original bid price of \$4,470.00 per month for the extension of the lease.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island is hereby authorized to continue the lease with CH2M Hill for the Aerated Static Pile Compost Pilot Testing Unit for a period of eighteen (18) months at the cost of \$4,470.00 per month.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 26, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 26, 2006

Council Session

Item I1

**#2006-284 - Consideration of Request of H & H Catering, Inc. dba
H & H Catering, 700 East Stolley Park Road for an Addition to
Class "CK-69738" Liquor License**

This item relates to the aforementioned Public Hearing Item E-8.

Staff Contact: RaNae Edwards

RESOLUTION 2006-283

WHEREAS, an application was filed by H & H Catering, Inc.,, doing business as H & H Catering at 700 East Stolley Park Road for an addition to their Class "CK-69738" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on September 16, 2006; such publication cost being \$14.03; and

WHEREAS, a public hearing was held on September 26, 2006, for the purpose of discussing such liquor license application.

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

_____ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations: _____

_____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: _____

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 26, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
September 21, 2006	<input type="checkbox"/>	City Attorney



City of Grand Island

Tuesday, September 26, 2006

Council Session

Item I2

#2006-285 - Consideration of Complaints Filed Pursuant to the Nebraska Liquor Control Commission Rules and Regulations 53-134.04 Regarding OK Liquor, 305 West Koenig Street, Liquor License "D-15914"

This item relates to the aforementioned Public Hearing Item E-9.

Staff Contact: RaNae Edwards

RESOLUTION 2006-284

WHEREAS, the City of Grand Island has received ten (10) written complaints relating to Liquor License "D-15914" Harold E. Carmichael, Jr. doing business as OK Liquor located at 305 West Koenig Street; and

WHEREAS, pursuant to the Nebraska Liquor Control Commission Rules and Regulations §53-134.04 a public hearing notice was published in the *Grand Island Independent* as required by state law on September 16, 2006; such publication cost being \$14.47; and

WHEREAS, a public hearing was held on September 26, 2006, for the purpose of discussing such liquor license complaints.

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

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license complaints.

_____ The City of Grand Island hereby cancels the above identified liquor license based on the following findings: _____

_____ The City of Grand Island hereby revokes the above identified liquor license based on the following findings: _____

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 26, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 26, 2006

Council Session

Item J1

Approving Payment of Claims for the Period of September 13, 2006 through September 26, 2006

The Claims for the period of September 13, 2006 through September 26, 2006 for a total amount of \$3,853,232.90. A MOTION is in order.

Staff Contact: David Springer