
City of Grand Island



Tuesday, October 09, 2007

Council Session Packet

City Council:

**Tom Brown
Larry Carney
John Gericke
Peg Gilbert
Joyce Haase
Robert Meyer
Mitchell Nickerson
Bob Niemann
Fred Whitesides
Jose Zapata**

Mayor:

Margaret Hornady

City Administrator:

Jeff Pederson

City Clerk:

RaNae Edwards

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

Call to Order

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

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

Invocation - Pastor Aaron Utecht, Evangelical Free Church, 2609 South Blaine Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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

MAYOR COMMUNICATION

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



City of Grand Island

Tuesday, October 09, 2007

Council Session

Item C1

Central District Health Department Update on County Wide Public Health Exercise

Mike Darbrow with the Central District Health Department will present an update on the County wide public health emergency exercise to be held October 27, 2007.

Staff Contact: Mike Darbrow, Central District Health Dept

CENTRAL DISTRICT HEALTH DEPARTMENT

Hall County SNS/FSX Mass Dispensing 2007

Grand Island City Council

OCTOBER 9, 2007





Goals

- Successfully screen, register, transport and immunize 500 patient volunteers with seasonal influenza vaccination from multiple locations in Hall County
- Immunize up to 500 patient volunteers in one-hour



Exercise Participants

■ PUBLIC HEALTH

Central District Health Department -

South Heartland District Health Department-
Loup Basin Public Health Department-
Two-Rivers Public Health Department-
Four-Corners Public Health Department-
Nebraska Department of Health & Human Services-

■ EMERGENCY MANAGEMENT

GI/Hall County Emergency Management-

Merrick County Emergency Management-
Adams County Emergency Management-

■ LAW ENFORCEMENT

Hall County Sheriff's Department-
Grand Island Police Department-
Nebraska State Patrol-

■ FIRE/EMS

Grand Island Fire Department-
Grand Island Rural Fire Department-
Alda Volunteer Fire Department-
Cairo Volunteer Fire/First Responder Departments-

Lead Planner Agency

Exercise Evaluator
Exercise Evaluator
Exercise Evaluator
Exercise Evaluator
Exercise Evaluators

Co-Planner Agency

Exercise Evaluator
Exercise Evaluators

Planning Committee
Planning Committee
Planning Committee

Planning Committee
Planning Committee



Participants Continued

Doniphan Volunteer Fire/EMS Department-
Wood River Fire/Rescue Department-

■ **MEDICAL**

Saint Francis Medical Center-
UNMC/Kearney- School of Nursing-
Volunteer Medical Personnel-

Planning Committee

■ **PUBLIC SCHOOLS**

Grand Island Public Schools-
Centura Public Schools-
Doniphan/Trumbull Schools-
Wood River District Schools-

Planning Committee

■ **OTHERS**

Nebraska Army National Guard-
Central Plains Chapter American Red Cross-
Tri-Cities Medical Response System-
Conestoga Mall-
Fonner Park/Heartland Events Center-
Community Organizations and volunteers-

Observer
Planning Committee
Observer
Dispensing Facilities
Dispensing Facilities



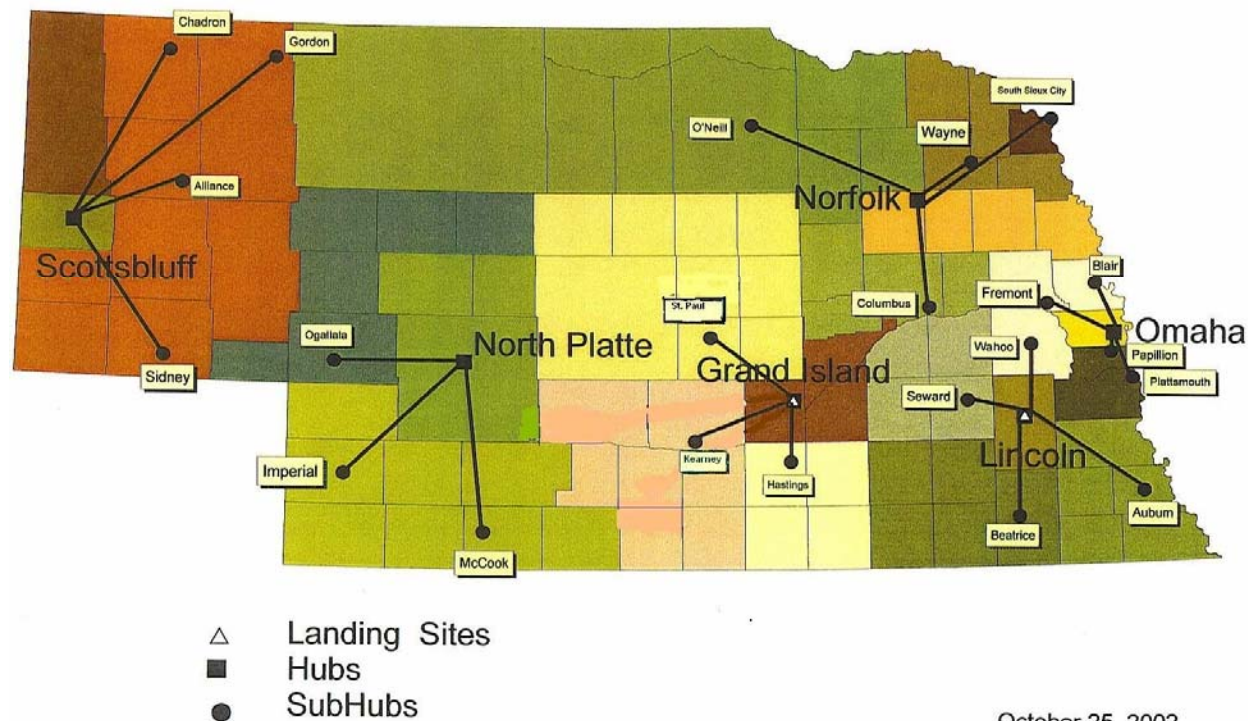
Exercise Scenario

Pandemic Avian Influenza stuck the US over six months ago and now a vaccine has been developed and produced to protect the population against a recurrence, which historically occurs in successive waves for an undetermined length of time. The CDC/Strategic National Stockpile Program (SNS) has delivered vaccine to the Hall County SNS Hub Site and registration/mass dispensing clinics are opening to vaccinate the general population.

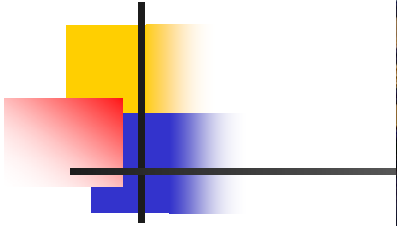


CDC/SNS Program Review

Strategic National Stockpile Nebraska Distribution Map



October 25, 2002
HHSS, Keith F. Hansen

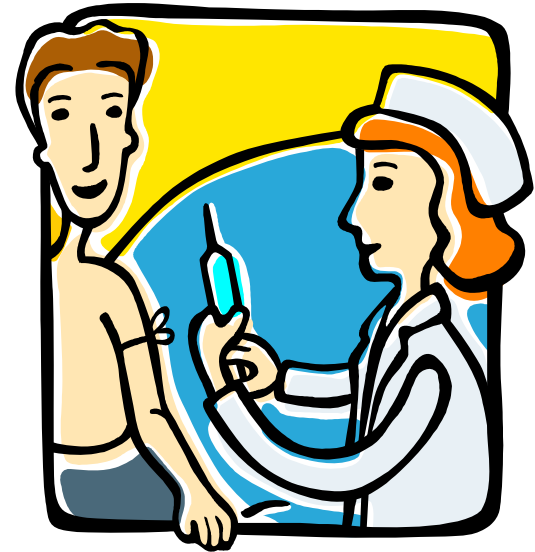


Merrick Co. FSX 2005



Objectives

- Test Countywide Transportation
- Test patient registration process to efficiently screen, register and safely transport.
- Test Communications countywide with all agencies involved in exercise. Test secondary communications.
- Test patient flow through dispensing clinics. Goal is to treat 250 patients per-hour through each clinic.
- Test NIMS compliance. Organization charts and written job tasks.
- Maintain records of operational costs. registering in and out of all personnel.
- Assess security and safety at all sites.
- Assess information given and patient questions in after-treatment recovery areas.
- Demobilize and return all sites and buses to per-exercise condition.
- Assess Mutual Aid MOUs with agencies and organizations.





Exercise Date

Saturday, October 27, 2007

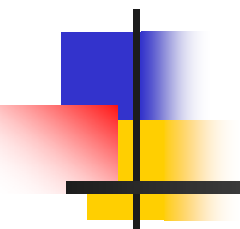
0730 – 1200 hours of duration

'Hot-Wash' 1100-1200 hours

***Largest FSX countywide exercise of its kind
conducted in Nebraska – ever conducted in the
US****

NOTE: Tri-Cities Medical Response System (TRIMRS) in cooperation with Public Health and Emergency Management – Conducting 23 county-16 hospital exercise in conjunction with Hall County exercise. October 22, 23, 24th

Questions?





City of Grand Island

Tuesday, October 09, 2007

Council Session

Item C2

Proclamation "National Arts and Humanities Month" October 2007

The arts and humanities enhance and enrich the lives of all Americans through local, state and national organizations. The Mayor has proclaimed the month of October, 2007 as "National Arts and Humanities Month". See attached PROCLAMATION.

Staff Contact: Mayor Margaret Hornady

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

PROCLAMATION

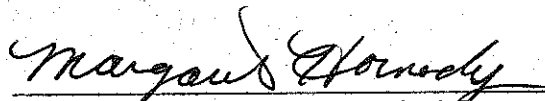
- WHEREAS, the arts and humanities enhance and enrich the lives of all Americans; and
- WHEREAS, the arts and humanities affect every aspect of life in America today including the economy, social problem solving, job creation, education, creativity, and community livability; and
- WHEREAS, cities and states – through their local and state arts agencies and representing thousands of cultural organizations – have celebrated the value and importance of culture in the lives of Americans and the health of thriving communities during National Arts and Humanities Month for several years; and
- WHEREAS, the United States Conference of Mayors has actively participated in National Arts and Humanities Month since 1984; and
- WHEREAS, the United States Conference of Mayors' national arts partner, Americans for the Arts, will again coordinate this year a national awareness campaign of activities for National Arts and Humanities Month; and
- WHEREAS, the nation's 40,000 cultural organizations, the National Endowment for the Arts, the National Endowment for the Humanities, the nation's 4,000 local arts agencies, the arts and humanities councils of the 50 states and U.S. jurisdictions, and the President of the United States have participated in the past and will be asked to participate again this year in this national celebration; and
- WHEREAS, the month of October 2007 has been designated as National Arts and Humanities Month.

NOW, THEREFORE, I, Margaret Hornady, Mayor of the City of Grand Island, Nebraska, do hereby proclaim October, 2007 as

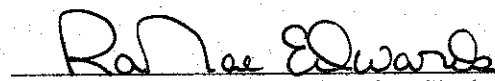
“NATIONAL ARTS AND HUMANITIES MONTH”

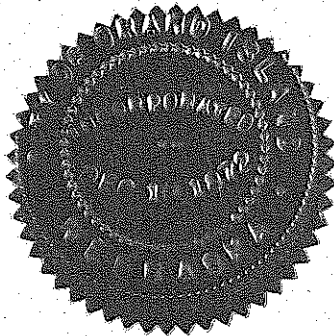
in the city of Grand Island, and encourage all citizens to build partnerships with the local arts agencies and other members of the arts and humanities community to participate and celebrate the month of October as National Arts and Humanities Month.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Grand Island to be affixed this ninth day of October in the year of our Lord Two Thousand and Seven.


Margaret Hornady, Mayor

Attest:


RaNae Edwards, City Clerk





City of Grand Island

Tuesday, October 09, 2007

Council Session

Item E1

Public Hearing on Request of Hall County Livestock Improvement Association dba Fonner Park, 700 East Stolley Park Road for a Class "CK" Liquor License

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: October 9, 2007

Subject: Public Hearing on Request of Hall County Livestock Improvement Association dba Fonner Park, 700 East Stolley Park Road for a Class “CK” Liquor License

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

Presenter(s): RaNae Edwards, City Clerk

Background

Section 4-2 of the Grand Island City Code declares the intent of the City Council regarding liquor licenses and the sale of alcohol.

Declared Legislative Intent

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

- (A) To express the community sentiment that the control of availability of alcoholic liquor to the public in general and to minors in particular promotes the public health, safety, and welfare;
- (B) To encourage temperance in the consumption of alcoholic liquor by sound and careful control and regulation of the sale and distribution thereof; and
- (C) To ensure that the number of retail outlets and the manner in which they are operated is such that they can be adequately policed by local law enforcement agencies so that the abuse of alcohol and the occurrence of alcohol-related crimes and offenses is kept to a minimum.

Discussion

Hall County Livestock Improvement Association dba Fonner Park, 700 East Stolley Park Road has submitted an application for a Class “CK” Liquor License. A Class “C” Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city. A class “K” Liquor License allows for catering.

Also included with the application was a request from Todd Otto, 1304 Phillips Spur, Phillips, Nebraska for a Liquor Manager Application.

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.

Alternatives

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

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

Recommendation

Based on the Nebraska Liquor Control Commission's criteria for the approval of Liquor Licenses, City Administration recommends that the Council approve the application.

Sample Motion

Motion to approve the application of Hall County Livestock Improvement Association dba Fonner Park, 700 East Stolley Park Road for a Class "CK" Liquor License and the request from Todd Otto, 1304 Phillips Spur, Phillips, Nebraska for a Liquor Manager designation, contingent upon Mr. Otto completing a state approved alcohol server/seller training program.



**INTEROFFICE
MEMORANDUM**
Police Department

*Working Together for a
Better Tomorrow. Today.*

DATE: September 21, 2007

TO: RaNae Edwards, City Clerk

FROM: Dave Vitera, Sergeant, Police Department

RE: Liquor License Application for Hall County
Livestock Improvement Association dba
Fonner Park; Liquor Manager Designation for Todd Otto

The Grand Island Police Department received an application from the Hall County Livestock Improvement Association dba Fonner Park and a Liquor Manager Designation application for Todd Otto.

The liquor license application lists the following people: James Cannon, Mary Cannon, Larry Toner, Rose Toner, Roger Luebbe, Barbara Luebbe, Ken Gnadt, Bonnie Gnadt, Charles Bosselman, Janet Bosselman, and Hugh Miner Jr.

Checks indicated that Janet Bosselman had two traffic violations (undisclosed); James Cannon had a traffic violation (undisclosed); Larry Toner had a Unlawful Entry w/o Permit – Class 5 misdemeanor (undisclosed); Roger Luebbe had a DUI conviction (undisclosed); and Charles Bosselman had a speeding conviction (undisclosed). The failure of each of these individuals to disclose their violations makes the application false under the Nebraska Liquor Control Act. However, none of their undisclosed violations rise to the level of a Class I Misdemeanor in specified statutes that would automatically exclude them from receiving a liquor license.

The applicants should be cautioned to carefully read the requirements of the application and proceed accordingly. However, the Police Department will recommend that the application be approved.

* * * *

With respect to the Liquor Manager designation, Todd Otto disclosed a DUI for which he was convicted over 20 years ago. Dawyn Otto disclosed nothing and actually had an undisclosed traffic violation. Dawyn did sign an affidavit of non-participation.

The Police Department recommends that Todd be approved as a liquor manager.

DV/rk

A handwritten signature in cursive script, appearing to read "Dave Vitera", is written over the typed name "DV/rk".

09/21/07
10:31

Grand Island Police Dept.
LAW INCIDENT TABLE

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Page: 1

City : Grand Island
Occurred after : **:*** **/**/****
Occurred before : **:*** **/**/****
When reported : 14:00:00 09/17/2007
Date disposition declared : 09/19/2007
Incident number : L07092557
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License Investigation
Incident address : 700 Stolley Park Rd E
State abbreviation : NE
ZIP Code : 68801
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : T Telephone
Agency code : GIPD Grand Island Police Department
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : CLO Closed Case
Misc. number :
Geobase address ID : 18880
Long-term call ID :
Clearance Code :
Judicial Status : NCI Non-criminal Incident
=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	13744	09/19/07	Gnadt, Kenneth L	Secretary/Director
NM	45683	09/19/07	Otto, Dawyn E	Todd's Wife
NM	51098	09/19/07	Bosselman, Janet K	Charles' Wife
NM	114562	09/19/07	Bosselman, Charles D	Treasurer/Director
NM	128432	09/19/07	Cannon, James L	President/Director
NM	128433	09/19/07	Toner, Rose A	Larry's Wife
NM	128434	09/19/07	Luebbe, Barbara A	Roger's Wife
NM	128435	09/19/07	Miner, Hugh M JR	CEO
NM	128436	09/19/07	Gnadt, Bonnie L	Ken's Wife
NM	128481	09/19/07	Otto, Todd W	Liquor Manager
NM	13353	09/18/07	Luebbe, Roger L	2nd VP
NM	67492	09/18/07	Fonner Park,	Liquor License
NM	87369	09/18/07	Cannon, Mary H	James' spouse
NM	88879	09/18/07	Toner, Larry J	1st VP

LAW INCIDENT NARRATIVE:

Liquor License Investigation for Fonner Park and a Liquor Manager Designation Investigation on Todd Otto

09/21/07
10:31

Grand Island Police Dept.
LAW INCIDENT TABLE

450
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LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number

1 Vitera D 318 Vitera D

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	09:52:27 09/19/2007

Liquor License Investigation

Grand Island Police Department
Supplemental Report

I received an application for a liquor license for the Hall County Livestock Improvement Association doing business as Fonner Park. I also received an application from Todd Otto to be the Liquor Manager for Fonner Park.

The liquor license application lists the following people: James Cannon (President/Director), Mary Cannon (James' wife), Larry Toner (1st VP/Director), Rose Toner (Larry's wife), Roger Luebbe (2nd VP/Director), Barbara Luebbe (Roger's wife), Ken Gnadt (Secretary/Director), Bonnie Gnadt (Ken's wife), Charles Bosselman (Treasurer/Director), Janet Bosselman (Charles' wife), Hugh Miner Jr. (Executive VP/CEO).

Each person listed on the application is required to list any criminal convictions. The question clearly asks, "Has anyone who is a party to this application, or their spouse, ever been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law, a violation of a local law, ordinance or resolution." Bonnie Gnadt listed a shoplifting conviction, and Hugh Miner Jr. listed traffic violations.

I checked Spillman on all of the people listed above. No one had any violations with the exception of Janet Bosselman who showed a speeding conviction on 1/4/02. I also checked NCJIS on all of the people listed on the application.

James Cannon was convicted of a traffic sign or signal violation on 12/21/2000. Larry Toner was convicted of "unlawful entry without a permit" on 7/30/04. The conviction was a Class five misdemeanor, and the citation was issued by Game and Parks. Roger Luebbe has a DUI conviction on 11/15/74. It also appears that he may have a couple of pending citations from April and June of this year. Charles Bosselman has a speeding conviction from 3/30/2000. He may also have a pending traffic violation from Octoboer of '06. Besides the speeding violation found in Spillman for Janet Bosselman, she has another speeding conviction on 10/9/98.

The failure of James Cannon to disclose his traffic violation, Larry Toner's conviction from the Game and Parks incident, Roger Luebbe's DUI, Charles and Janet Bosselman's speeding convictions, makes the application false under the Nebraska Liquor Control Act Part II Chapter 2 "Falsification of Application" 010.01.

09/21/07
10:31

Grand Island Police Dept.
LAW INCIDENT TABLE

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None of their disclosed or undisclosed violations rise to the level of a Class I Misdemeanor in specified statutes that would automatically exclude them from receiving a liquor license.

The applicants should be cautioned to carefully read the requirements of the application and proceed accordingly. However, the Police Department will recommend that the application be approved.

With respect to the Liquor Manager designation investigation on Todd and Dawyn Otto, I also checked Spillman and NCJIS. Todd wasn't in Spillman, and Dawyn didn't have any violations in Spillman. Todd disclosed a DUI on the application and Dawyn disclosed nothing. Todd didn't have any undisclosed violations. Dawyn had an undisclosed no passing zone conviction on 12/12/01.

Todd's DUI conviction is over 20 years old, and Dawyn's conviction is only an infraction. Also, Dawyn signed an affidavit of non-participation. The Police Department recommends that Todd be approved as a liquor manager.

Date, Time: Wed Sep 19 14:49:41 CDT 2007
Reporting Officer: Vitera
Unit #: 835



City of Grand Island

Tuesday, October 09, 2007

Council Session

Item E2

Public Hearing on Request of Fonner Park Exposition and Events Center dba Heartland Events Center, 690 East Stolley Park Road for a Class "CK" Liquor License

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: October 9, 2007

Subject: Public Hearing on Request of Fonner Park Exposition and Events Center dba Heartland Events Center, 690 East Stolley Park Road for a Class “CK” Liquor License

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

Presenter(s): RaNae Edwards, City Clerk

Background

Section 4-2 of the Grand Island City Code declares the intent of the City Council regarding liquor licenses and the sale of alcohol.

Declared Legislative Intent

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

- (A) To express the community sentiment that the control of availability of alcoholic liquor to the public in general and to minors in particular promotes the public health, safety, and welfare;
- (B) To encourage temperance in the consumption of alcoholic liquor by sound and careful control and regulation of the sale and distribution thereof; and
- (C) To ensure that the number of retail outlets and the manner in which they are operated is such that they can be adequately policed by local law enforcement agencies so that the abuse of alcohol and the occurrence of alcohol-related crimes and offenses is kept to a minimum.

Discussion

Fonner Park Exposition and Events Center dba Heartland Events Center, 690 East Stolley Park Road has submitted an application for a Class “CK” Liquor License. A Class “C” Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city. A class “K” Liquor License allows for catering.

Also included with the application was a request from Bruce Swihart, 339 Ponderosa Drive for a Liquor Manager Application.

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.

Alternatives

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

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

Recommendation

Based on the Nebraska Liquor Control Commission's criteria for the approval of Liquor Licenses, City Administration recommends that the Council approve the application.

Sample Motion

Motion to approve the application of Fonner Park Exposition and Events Center dba Heartland Events Center, 690 East Stolley Park Road for a Class "CK" Liquor License and the request from Bruce Swihart, 339 Ponderosa Drive for a Liquor Manager designation, contingent upon Mr. Swihart completing a state approved alcohol server/seller training program.



INTEROFFICE
MEMORANDUM
Police Department

*Working Together for a
Better Tomorrow. Today.*

DATE: September 21, 2007

TO: RaNae Edwards, City Clerk

FROM: Dave Vitera, Sergeant, Police Department

RE: Application for Class "CK" Liquor License
Fonner Park Exposition and Events Center
dba Heartland Events Center; Liquor Manager
Designation for Bruce Swihart

The Grand Island Police Department is in receipt of an application for a Class "CK" Liquor License for Heartland Events Center, 700 E Stolley Park Road; and an application for Liquor Manager Designation for Bruce Swihart.

Individuals whose names were listed on the application (James Cannon, Nancy Dowding, James Zana, and Reba Zana) each have traffic violations and failed to disclose their violations on the application. As a result this makes the application false under the Nebraska Liquor Control Action. None of their violations rise to the level of a Class I Misdemeanor in specified statutes that would automatically exclude them from receiving a liquor license.

The applicants should be cautioned to read the requirements of the application and proceed accordingly, however, the Police Department will recommend that the application be approved.

* * * * *

Bruce Swihart has no violations listed. His wife, Cloetha, had no undisclosed violations and also signed an "Affidavit of non-participation".

Therefore the Police Department recommends that Bruce Swihart be approved as liquor manager for the Heartland Events Center.

DV/rk *Dave Vitera*

09/20/07
14:50

Grand Island Police Dept.
LAW INCIDENT TABLE

Page: 450
1

City : Grand Island
Occurred after : **:**:** **/**/****
Occurred before : **:**:** **/**/****
When reported : 14:00:00 09/17/2007
Date disposition declared : 09/20/2007
Incident number : L07092565
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License Investigation
Incident address : 690 Stolley Park Rd E
State abbreviation : NE
ZIP Code : 68801
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Viterra D
How received : T Telephone
Agency code : GIPD Grand Island Police Department
Responsible officer : Viterra D
Offense as Taken :
Offense as Observed :
Disposition : CLO Closed Case
Misc. number :
Geobase address ID : 20348
Long-term call ID :
Clearance Code :
Judicial Status : NCI Non-criminal Incident
=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	65694	09/20/07	Swihart, Bruce A	Liquor Manager
NM	107720	09/20/07	Swihart, Cloetha C	Bruce's Wife
NM	C32	09/19/07	Dowding, Vincent L	President/Director
NM	14265	09/19/07	Zana, Reba G	James' Wife
NM	17482	09/19/07	Zana, James Scott	VP/Director
NM	79203	09/19/07	Sandstrom, Barry G	VP/Director
NM	87369	09/19/07	Cannon, Mary H	James' Wife
NM	128432	09/19/07	Cannon, James L	VP/Director
NM	128435	09/19/07	Miner, Hugh M JR	Secretary/Treasurer
NM	128483	09/19/07	Dowding, Nancy G	Vince's Wife
NM	128485	09/19/07	Wanitschke, George H	VP/Director
NM	128486	09/19/07	Wanitschke, Donna M	George's Wife
NM	128487	09/19/07	Sandstrom, Judy A	Barry's Wife
NM	128488	09/19/07	Heartland Events Center,	Licensee

LAW INCIDENT NARRATIVE:

Liquor License Investigation for Heartland Events Center and Liquor Manager
Designation for Bruce Swihart.

09/20/07
14:50

Grand Island Police Dept.
LAW INCIDENT TABLE

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LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number

1 Vitera D 318 Vitera D

LAW SUPPLEMENTAL NARRATIVE:

Seq Name Date

1 Vitera D 14:21:51 09/20/2007

Grand Island Police Department
Supplemental Report

I received an application for a liquor license for the Heartland Events Center. The following people are listed on the application: Hugh Miner Jr. (Secretary/Treasurer), Vincent Dowding (President/Director), Nancy Dowding (Vincent's wife), George Wanitschke (VP/Director), Donna Wanitschke (George's wife), James Cannon (VP/Director), Mary Cannon (James' wife), Barry Sandstrom (VP/Director), Judy Sandstrom (Barry's wife), James Zana (VP/Director), and Reba Zana (James' wife).

Each person listed on the application is required to list any criminal convictions. The question clearly asks, "Has anyone who is a party to this application, or their spouse, ever been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law, a violation of a local law, ordinance or resolution." The applicants advised that Bary and Judy Sandstrom and Hugh Miner Jr. have some traffic violations. No other violations were listed.

According to NCJIS, James Cannon has a conviction for a traffic sign or signal violation on 12/21/2000. Nancy Dowding has a conviction for speeding on 2/1/99. James Zana has a conviction for speeding on 2/1/99. Reba Zana has a conviction in 2003 and 2005.

The failure of James Cannon, Nancy Dowding, James Zana, and Reba Zana to disclose their violations makes the application false under the Nebraska Liquor Control Act Part II Chapter 2 "Falsification of Application" 010.01.

None of their disclosed or undisclosed violations rise to the level of a Class I Misdemeanor in specified statutes that would automatically exclude them from receiving a liquor license.

The applicants should be cautioned to carefully read the requirements of the application and proceed accordingly. However, the Police Department will recommend that the application be approved.

With respect to the Liquor Manager designation sought by Bruce Swihart, he didn't have any violations listed in Spillman or NCJIS. Cloetha Swihart (Bruce's wife) didn't have any undisclosed violations. She also signed an "Affidavit of non-participation." The Police Department recommends that Bruce Swihart be approved as a liquor manager for the Heartland Events Center.

09/20/07
14:50

Grand Island Police Dept.
LAW INCIDENT TABLE

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Date, Time: Thu Sep 20 14:46:52 CDT 2007
Reporting Officer: Vitera
Unit #: 835



City of Grand Island

Tuesday, October 09, 2007

Council Session

Item E3

**Public Hearing on Declaration of Site Known as Redevelopment
Area #6, Five Points Area as Blighted and Substandard**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: October 9, 2007

Subject: CRA Blight Study (Proposed CRA Area #6)
(C-25-2007GI)

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

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

Background

The Grand Island Area Community Redevelopment Authority (CRA) commissioned a Blight/Substandard Study for Redevelopment Area No. 6 to be prepared by RDG Planning and Design of Omaha, Nebraska. The study area includes approximately 412 acres referred to as CRA Area #6. The study focused on 4 sub-areas described as Five Points, Eddy Street, Broadwell Avenue and Second Street West in central and north central Grand Island. See Figure 1 for a map of the area. Council has referred the attached study to the Planning Commission for its review and recommendation.

Discussion

The Statutory authority and direction to the Planning Commission is referenced below to explain the Planning Commission purpose in reviewing the study:

Section 18-2109

Redevelopment plan; preparation; requirements.

An authority shall not prepare a redevelopment plan for a redevelopment project area unless the governing body of the city in which such area is located has, by resolution adopted after a public hearing with notice provided as specified in section 18-2115, declared such area to be a substandard and blighted area in need of redevelopment. The governing body of the city shall submit the question of whether an area is substandard and blighted to the planning commission or board of the city for its review and recommendation prior to making its declaration. The planning commission or board shall submit its written recommendations within thirty days after receipt of the request. Upon receipt of the recommendations or after thirty days if no recommendation is received, the governing body may make its declaration.

A flow chart of the blight declaration process is shown in Figure 2.

At this time, the Planning Commission and Council are only concerned with determining if the property is blighted and substandard. Figure 3 is an overview of the differences between the blight and substandard declaration and the redevelopment plan. If a declaration as blighted and substandard is made by Council then the Community Redevelopment Authority (CRA) can consider appropriate redevelopment plans. The redevelopment plans must also be reviewed by the Planning Commission and approved by Council prior to final approval.

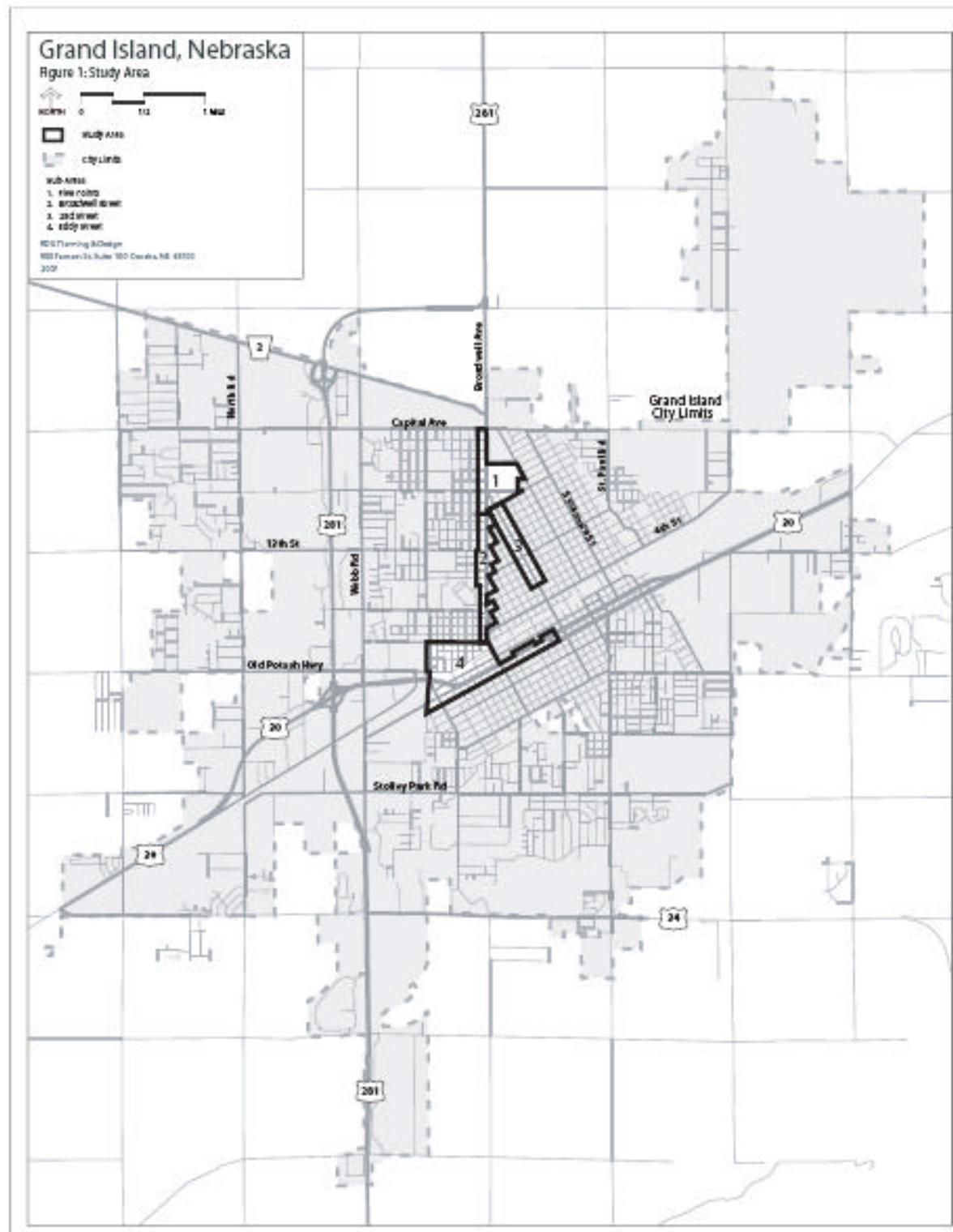


Figure 1 Redevelopment Area 6 includes all properties within the dark outline.

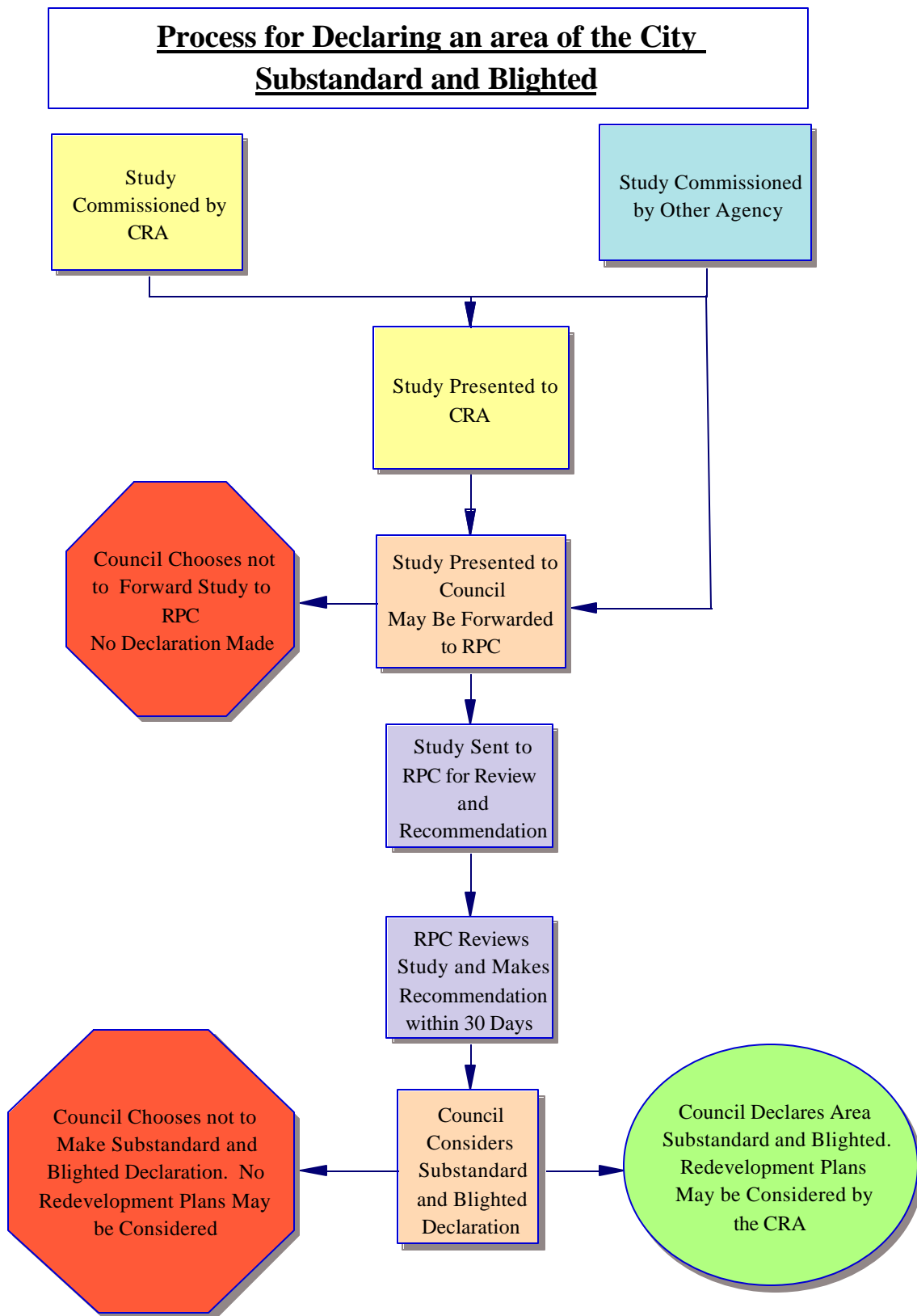


Figure 2 Blight Declaration Process (Planning Commission Recommendation is the second purple box).

Substandard and Blighted Declaration vs. Redevelopment Plan



- **Substandard and Blighted Declaration**
 - A Study of the Existing Conditions of the Property in Question
 - Does the property meet one or more Statutory Conditions of Blight?
 - Does the Property meet one or more Statutory Conditions of Substandard Property?
 - Is the declaration in the best interest of the City?
- **Redevelopment Plan**
 - What kinds of activities and improvements are necessary to alleviate the conditions that make the property blighted and substandard?
 - How should those activities and improvements be paid for?
 - Will those activities and improvements further the implementation of the general plan for the City?

Figure 3 Blight and Substandard Declaration compared to a Redevelopment Plan

OVERVIEW Continued

It is appropriate for the planning commission in conducting its review and considering its recommendation regarding the substandard and blighted designation to:

1. review the study,
2. take testimony from interested parties,
3. make findings of fact, and
4. include those findings of fact as part of its recommendation to Council.

Blighted and Substandard Defined

The terms blighted and substandard have very specific meanings within the context of the Community Redevelopment Statutes. Those terms as defined by Statute are included below:

Section 18-2103

Terms, defined.

For purposes of the Community Development Law, unless the context otherwise requires:

(10) **Substandard areas** shall mean an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;

(11) **Blighted area** shall mean an area, which (a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted;

~Reissue Revised Statutes of Nebraska

ANALYSIS

The following tables are copied directly from the Study. The analysis of the substandard and blighted factors is conducted on pages 6 to 17 of the study. Specifically tables One, Two and Three.

Based on the study these areas meet the thresholds to qualify as blighted based on unemployment, age of units and per capita income. Table two deals with the more subjective qualities of a blighted area and the consultants have identified the area as having 7 of those 11 qualities of a blighted area. Table 3 specifically identifies the qualities of a substandard area. All four sub-areas qualify on 3 of the 11 qualities. A number of the sub-areas also display other substandard qualities according to the study.

All of this property is located inside the Grand Island City Limits and has been for at least 40 years. Tax increment financing would potentially be available for redevelopment projects on any of the property included in the study.

RECOMMENDATION:

Planning Commission staff is recommending consideration of the following questions as a starting point in the analysis of this Study and in making a recommendation on the question of whether the property in question is blighted and substandard.

Recommend Questions for Planning Commission

- Does this property meet the statutory requirements to be considered blighted and substandard? (See Page 5 for requirements)
- Are the blighted and substandard factors distributed throughout the Redevelopment Area, so basically good areas are not arbitrarily found to be substandard and blighted simply because of proximity to areas which are substandard and blighted?
- Is public intervention appropriate and/or necessary for the redevelopment of the area?

Findings of fact must be based on the study and testimony presented including all written material and staff reports. The recommendation must be based on the declaration, not based on any proposed uses of the site. All of the testimony, a copy of the study and this memo along with any other information presented at the hearing should be entered into the record of the hearing.

The Regional Planning Commission concluded that the area in question meets the definition of blighted and substandard and supports such conclusion with findings of fact. They recommend **approval** of the declaration as blighted and substandard based on the facts presented and identified at their meeting.

The Planning Commission held a hearing on this proposal at their meeting on September 25, 2007. No members of the public spoke in reference to this item.

City Administration recommended approval.

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 Amick and seconded by Hayes to recommend approval of the Substandard and Blighted Area Designation For Redevelopment Area #6 in Grand Island, Nebraska Study as presented.

Findings of Fact included entering the Blight Area Designation For Redevelopment Area #6 in Grand Island City of Grand Island, Nebraska as prepared by RDG Planning & Design into record; the declaration that this area meets all the definitions as outlined in State Statutes; street layout is such that the blighted and substandard factors are distributed throughout the redevelopment area; and, public intervention is appropriate and/or necessary for the redevelopment of the area.

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

Sample Motion

Move to approve of the Substandard and Blight Designation For Redevelopment Area #6 in Grand Island, Hall County, Nebraska finding the following to be facts in the case: List facts from evidence received.

BLIGHT AREA DESIGNATION

For Redevelopment Area #6 in Grand Island

City of Grand Island, Nebraska



**Prepared by
RDG Planning & Design
Omaha and Des Moines,
June, 2007**

This study considers the presence of blighted or substandard conditions in the study area located in the City of Grand Island, pursuant to the requirements of Section 18-2103 of the Nebraska Revised Statutes.

GEOGRAPHY OF THE REDEVELOPMENT SITE

The site is defined as follows:

Beginning at the southeast corner of lot 1 blk 118 Railroad Addition thence southerly to the south line of first street being the northeast corner lot 1 blk 121 Koenig and Wiebe's Addition. And is compliment lot 1 blk 121 railroad Addition. Thence southwesterly on the southerly line of first street to the west line of Ada Street thence north on a line to the southwest corner of lot 3 Packer and Barr's annex thence continuing north on the west line of Packer and Barr's annex and Packer and Barr's Second Subdivision. To the north line of North Front Street being the southwest corner lot 243 Belmont Addition. Thence east on the north line of north front street to the west line of White Avenue being the southeast corner lot 1 block 15 Packer and Barr's Addition. Thence north on the west line of White Avenue to the south line of 9th street being the northeast corner blk 4 Golden Age Subdivision. Thence west on the south line of 9th Street and an extension thereof to a point on an extension of the west line of White Avenue thence north on the west line of White Avenue to the north line of 13th Street thence east on the north line of 13th Street to the west line of Huston Avenue. Being the southeast corner lot 266 West Lawn Addition. Thence north on the west line of Huston Avenue to the north line of Capital Avenue thence east on the north line of Capital Avenue to the east line of Broadwell Avenue thence south on the east line of Broadwell Avenue to the southwest corner Lot 4 Home Subdivision. Thence east on the south line of lots 4 and 7 Home Subdivision. And an extension thereof to the east line of Wheeler Avenue thence southeasterly on the easterly line of Wheeler Avenue to a point where the extension of the south line of lot 9 Home Subdivision. Intersects thence west on said south line of lot 9 Home Subdivision. To the east line of Walnut Street thence south on the east line of Walnut Street to the north line of State Street thence east on the north line of State Street and an extension thereof to the southerly line of 17th Street thence southwesterly on the southerly line of 17th Street to the east line of Cleburn Street being the northwest corner lot 5 Abrahamson's Subdivision. No 3 thence south on the east line of Cleburn Street to the south line of 6th Street thence southwesterly on the southerly line of 6th Street to the west line of Clark Street being the northeast corner lot 1 block 10 Rollins Addition. Thence northwesterly on the west line of Clark Street to the south line of 15th Street being the northeast corner lot 1 blk 7 Gilbert's Second Addition. Thence southwesterly on the south line of 15th Street to the east line of Greenwich Street being the northwest corner lot 5 blk 7 Gilbert's Second Addition. Thence southeasterly on the east line of Greenwich Street to the south line of 13th Street being the northwest corner lot 5 blk 13 Gilbert's Addition. Thence southwesterly on the south line of 13th Street to the east line of Lincoln Avenue being the northwest corner lot 5 blk 1 Gilberts Addition. Thence

southeasterly on the east line of Lincoln Avenue to the south line of 11th Street being the northwest corner lot 5 blk 10 Gilberts Addition. Thence southwesterly on the south line of 11th Street to the east line of Washington Street being the northwest corner lot 5 blk 11 Gilberts Addition. Thence southeasterly on the east line of Washington street to the south line of 10th Street being the northwest corner lot 5 blk 15 Fairview Park Addition. Thence southwesterly on the south line of 10th Street to the east line of Adams street being the northwest corner lot 5 blk 14 Fairview Park Addition. Thence southeasterly on the east line of Adams Street to the south line of 8th Street being the northwest corner lot 5 blk 9 Wallichs Addition. Thence southwesterly on the south line of 8th St. to the east line of Broadwell Avenue thence south on the east line of Broadwell Avenue to the north line of 7th Street thence northeasterly on the north line of 7th Street to the east line of Jefferson Street being the southwest corner lot 6 blk 10 Wallichs Addition. Thence southeasterly on the east line of Jefferson Street to the south line of 6th Street being the northwest corner lot 5 blk 20 Wallichs Addition. Thence southwesterly on the south line of 6th street to the east line of Madison Street being the northwest corner lot 5 blk 3 Bonnie Brae Addition. Thence southeasterly on the east line of Madison Street to the northwest corner lot 6 blk 7 Bonnie Brae Addition. Thence southwesterly on the south line of the alley in blocks 8 & 9 Bonnie Brae Addition. And an extension thereof to the east line of Broadwell Avenue thence southerly and southeasterly on the east line of Broadwell Avenue to the north line of 2nd Street thence northeasterly on the north line of Second Street to the west line of Madison Street being the southeast corner lot 8 blk 11 Kernohan and Decker's Addition. Thence northwesterly on the west line of Madison Street to the southeast corner lot 1 blk 11 Kernohan and Decker's Addition. Thence northeasterly on the north line of the alley in block 10 Kernohan and Decker's Addition. And its complement block 4 Spaulding and Gregg's Addition, and blocks 3 and 2 Spaulding and Gregg's Addition. To the west line of vacated Washington Street thence south on west line of vacated Washington Street to the north line of Second Street thence northeasterly on the north line of Second Street to the west line of Lincoln Avenue thence northwesterly on the west line of Lincoln Avenue to the southeast corner lot 1 blk 17 Arnold and Abbott's Addition. Thence northeasterly on a line to the point of beginning. (Source: The City of Grand Island)

Figure 1 depicts the location of the site and supersedes the above description.

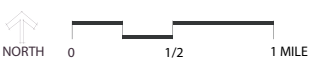
DESIGNATION OF BLIGHT

In order to qualify as a blighted and substandard area in accordance with the requirements of Section 18-2103, a parcel or district must comply with certain quantitative and qualitative evaluative criteria, set forth by state statute.

Quantitative Criteria

Grand Island, Nebraska

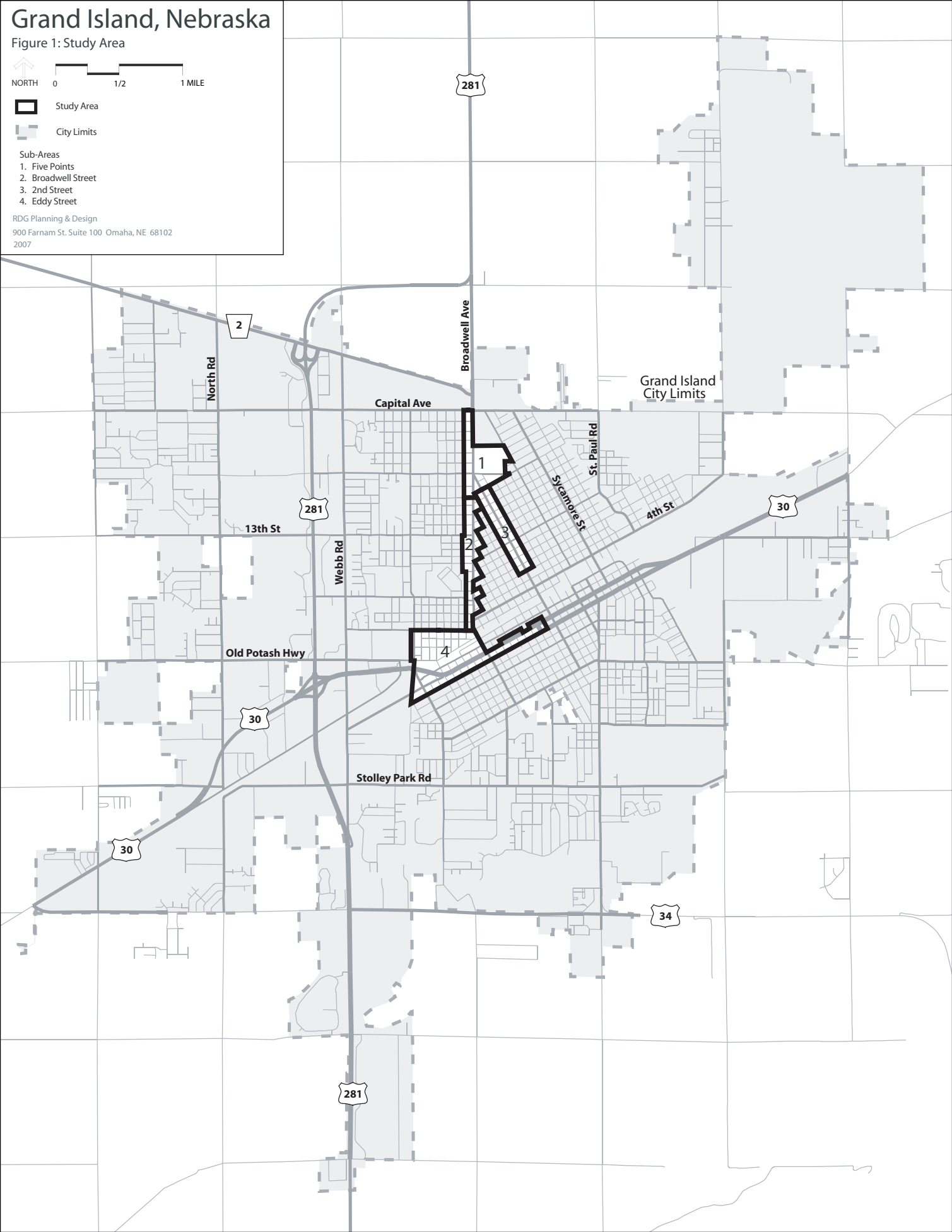
Figure 1: Study Area



- Study Area
- City Limits

- Sub-Areas
1. Five Points
 2. Broadwell Street
 3. 2nd Street
 4. Eddy Street

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900 Farnam St. Suite 100 Omaha, NE 68102
2007



In order to qualify as “blighted,” a site must comply with at least one of five quantitative criteria. These criteria include:

1. *Unemployment.* The qualifying criterion is an unemployment rate in the designated area that is at least 120% of the state or national average. 2000 Census block group data are utilized to determine the site’s performance with respect to this criterion.
2. *Average age of residential or commercial units in the area.* The qualifying criterion is that structures in the proposed blighted area have an average age of at least 40 years.
3. *Per capita income.* The qualifying criterion is a per capita income for the area that is lower than the average per capita income of the municipality in which the area is located. Block group data from the 2000 Census were utilized to assess the presence of this condition.
4. *Population.* The qualifying criterion is that the area has had either a stable or decreasing population based on the last two decennial censuses. Census block level data from 1990 and 2000 were examined to determine the presence of this condition.
5. *Unimproved land.* This criterion applies to blight designation of predominately vacant areas. Such an area qualifies as “blighted” if more than half of the plotted and subdivided property in the area has been within the city for 40 years and has remained unimproved during that time.

Qualitative Criteria

In addition to meeting at least one of the quantitative requirements described above, a potentially blighted area must exhibit the presence of at least one of several qualitative criteria. These evaluative criteria include:

1. *Presence of a substantial number of deteriorated or deteriorating structures.*
2. *The existence of defective or inadequate street layout.*
3. *Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.*
4. *Unsanitary or unsafe conditions.*
5. *Deterioration of site or other improvements.*
6. *Diversity of ownership.*
7. *Tax or special delinquency exceeding the fair value of the land.*

8. *Defective or unusual conditions of title.*
9. *Improper subdivision or obsolete platting.*
10. *The existence of conditions which endanger life or property by fire and other causes.*
11. *Any combination of such factors that substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present conditions and use.*

Documentation of Qualifying Conditions, Quantitative Criteria

The primary data source to evaluate the redevelopment site's blight status is the U.S. Bureau of the Census. To expedite the Census data collection process and provide more fine-grained information, the Census Bureau divides counties and places into several enumeration levels. The basic reporting level is the census tract, which is divided into blocks that are then aggregated into block groups. Because the study area includes portions of block groups, data at the block level provides the most accurate evaluation of information. However, in order to preserve the privacy of individuals, the Census Bureau suppresses some block level data. Therefore, the population evaluation utilizes 1990 and 2000 Census block data, while the other objective criteria are evaluated using 2000 Census data for Block Groups 1, 2, 3, 4, and 5 of Tract 3, Block Groups 2 and 4 of Tract 4, Block Groups 1, 2, and 3 of Tract 7, Block Group 1 of Tract 8 and Block Groups 1 of tract 9 all in Hall County, Nebraska.

Figure 2 illustrates study area boundary and the constituent Block Groups and Census Tracts.

Analysis of Census data indicates that the study area meets the statutory requirements for the first level of evaluation for the presence of blighting condition, as required by Section 18-2103 (11). Table 1 illustrates the study area's performance with respect to each of these criteria. The area meets Quantitative Criteria 1, 2, and 3. It does not meet Criteria 4 and 5.

Grand Island, Nebraska

Figure 2: Census Boundaries



- Study Area
- Block Group Boundary
- Census Tract Boundary

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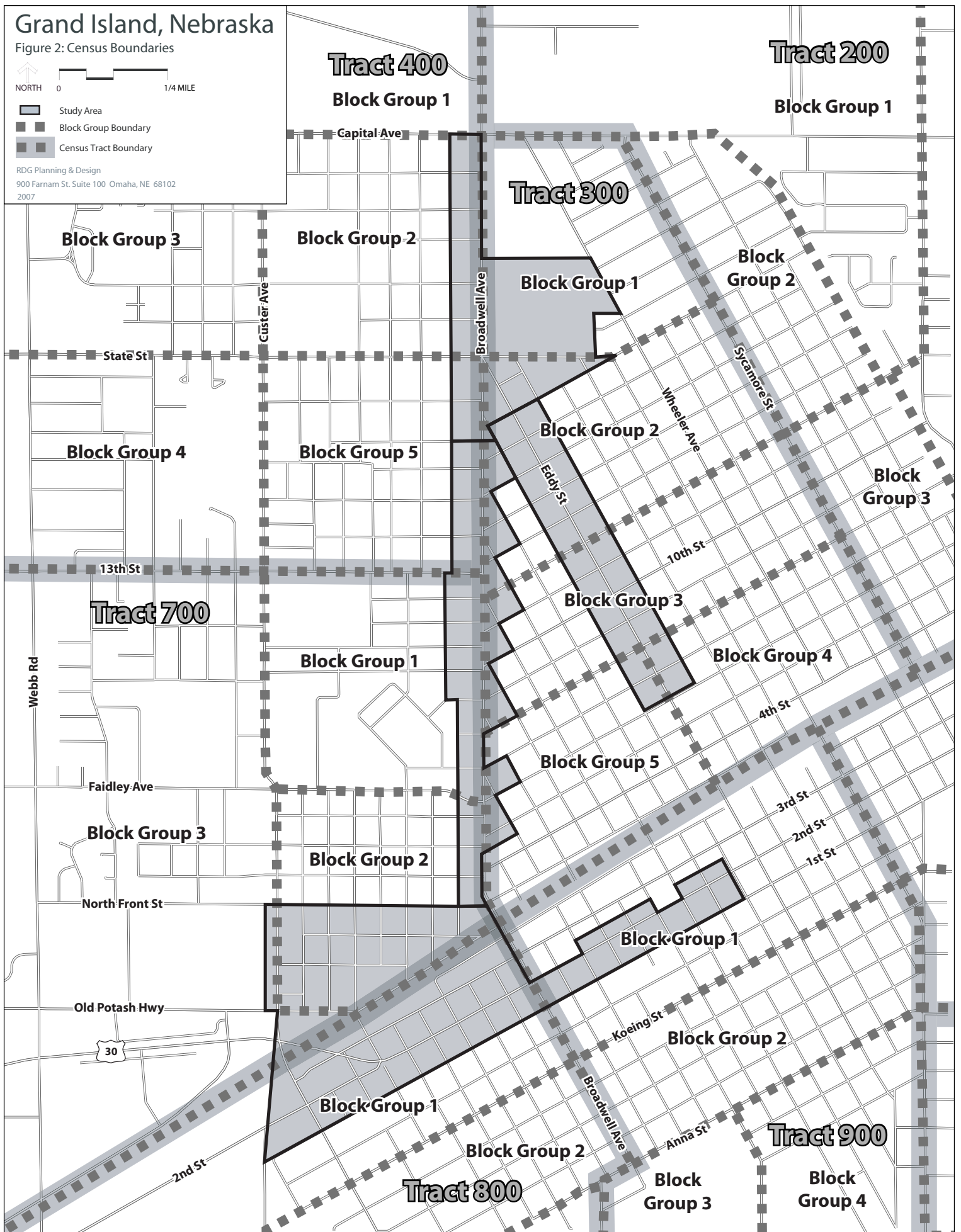


Table One

Study Area Compliance with Quantitative Criteria for Blight Determination

Criterion	Qualifying Condition	Compliance
1. Unemployment	Unemployment rate in the designated area at least 120% of the state or national average	Yes
2. Age of Units	Structures in the proposed blighted area have an average age of at least 40 years	Yes
3. Per Capita Income	Per capita income lower than the citywide average per capita income.	Yes
4. Population	Stable or decreasing population based on the last two decennial censuses	No
5. Unimproved Land	More than half of the plotted and subdivided property in the area has been within the city for 40 years and has remained unimproved during that time.	No

1. Unemployment. The block groups within the Grand Island Redevelopment Area had 7,378 residents over the age of 16 in the workforce, of which 405 were unemployed resulting in an unemployment rate of 5.5%. This rate is more than 120% of the statewide figure of 3.5%. Therefore, the study area meets the unemployment qualifying criterion.

2. Age of Units. The redevelopment site meets the average age of residential structures criterion. The 2000 Census indicates that 60% of the units are in structures built prior to 1960. As a result, the median age of residential structures is greater than 40 years. The median construction year for housing units in the study area is 1953, interpolating from the distribution of dates of construction.

3. Per Capita Income. The average per capita income in this study area was \$14,457 in 2000, compared to the citywide per capita income of \$17,071. Therefore, the study area meets the per capita income criteria.

4. Population. Based on a comparison of 1990 and 2000 block data the study area increased in population from 2,398 in 1990 to 2,483 in 2000. Therefore, the study area does not comply with the population requirement.

5. Unimproved Land. The redevelopment site does not meet the unimproved land criterion as over half of its platted or subdivided land is improved.

Documentation of Qualifying Conditions, Qualitative Criteria

Because the area satisfies at least one of the quantitative criteria for the presence of blighted conditions, this study then proceeded into an investigation of the presence of one or more of the qualitative criteria. This evaluation indicates that the presence of at least one qualifying factor for the presence of blighting condition, as required by Section 18-2103 (11) of the Nebraska Revised Statutes. Table 2 reviews the study area's compliance with the possible qualitative criteria for blight designation. The redevelopment area was divided into the four sub-areas identified in Figure 1. Table 3 identifies the presence of the qualitative criteria within each sub-area.

Table Two

Study Area Compliance with Qualitative Criteria for Blight Determination

Qualitative Criterion	Presence in Study Area
1. Presence of a substantial number of deteriorated or deteriorating structures	No
2. The existence of defective or inadequate street layout	Yes
3. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness	Yes
4. Unsanitary or unsafe conditions	Yes
5. Deterioration of site or other improvements	Yes
6. Diversity of ownership	Yes
7. Tax or special delinquency exceeding the fair value of the land	Unknown
8. Defective or unusual conditions of title	Unknown
9. Improper subdivision or obsolete platting	Yes
10. The existence of conditions which endanger life or property by fire and other causes	No
11. Any combination of such factors that substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present conditions and use	Yes

Table Three

Presence of Qualitative Criteria for Blight Determination by Sub-Area

Criterion	Five Points	Broadwell Avenue	Eddy Street	2 nd Street West
1. Deteriorated or deteriorating structures				
2. Defective or inadequate street layout	X	X		X
3. Faulty lot layout	X	X		X
4. Unsanitary or unsafe conditions				X
5. Deterioration of site or other improvements	X	X	X	X
6. Diversity of ownership	X	X	X	X
7. Tax or special delinquency				
8. Defective or unusual conditions of title				
9. Improper subdivision or obsolete platting	X	X		X
10. Conditions which endanger life or property				
11. Any combination of such factors	X	X	X	X

The specific results of this analysis follow:

1. A substantial number of deteriorated or deteriorating structures

No. Based on visual observation, the study area does contain some deteriorated structures. However, as a whole, most residential and commercial structures in the study area are in fair or better condition, and either provide or can provide reasonable accommodations to their residents.

2. The existence of defective or inadequate street layout

Yes. The study area presents three specific situations of an inadequate street layout leading to poor and sometimes hazardous traffic circulation. These situations include colliding grids, the Five Points area, and the Broadwell/Union Pacific grade crossing.

Colliding Grids. The city of Grand Island has two intersecting street grids systems, one paralleling the section line grid of nominal directions, while the other is rotated to parallel the Union Pacific Railroad. These grids “collide” along Broadwell Avenue, creating awkward and sometimes hazardous intersections and inhibiting through traffic circulation. These intersecting grids create the well-known Five Points intersection at the crossing of Broadwell, Eddy, and State. Local streets that create difficult or offset intersections along Broadwell include 18th Street, 17th Street, 16th Street, 15th Street, 14th Street, 13th Street, 12th Street, 11th Street, 10th Street, 5th Street, and 4th Street. The Five Points intersection, where three arterial streets meet, forms a particularly confusing and sometimes congested situation. This intersection, at a key neighborhood commercial node, is difficult for both motor vehicles and pedestrians to negotiate.

Five Points Circulation. The overall street layout and land configuration in the northern part of the study area channels considerable traffic through the complex Five Points intersection and inhibits local connectivity. No east-west streets link Broadwell and Wheeler Avenues between State Street and Capital Avenue, limiting access between neighborhoods east and west of the Broadwell corridor. As a result, most traffic headed for destinations on either side of Broadwell (including Grand Island High School) must negotiate either Five Points or the Capital/Broadwell intersection, a busy highway junction. Pedestrian access through and between these residential districts is equally difficult, a particular problems because of the presence of such neighborhood-oriented destinations as Skagway, Grace Abbott Park, Blessed Sacrament Church, and the high school.

The Broadwell/Union Pacific Grade Crossing. This grade crossing of a principal arterial and the nation's busiest freight railroad is generally considered Grand Island's leading traffic problem. This unacceptable situation produces frequent traffic queues on Broadwell Avenue and is a major challenge for both travelers and businesses. Old Lincoln Highway and North Front Street, major collector routes that intersect Broadwell close to the crossing and serve neighborhoods adjacent to the Broadwell corridor, are frequently blocked by queuing traffic and provide poor local continuity.



The Broadwell grade crossing of the Union Pacific Railroad mainline.



Old Lincoln Highway parallel to the Union Pacific tracks. Broadwell traffic lined up waiting for a train to pass frequently backs traffic up on this intersecting collector street.

3. Faulty lot layout in relation to size adequacy, accessibility, or usefulness

Yes. The study area's current lot layout contains several deficiencies, including:

- *Lots that lack street access*, including a site northeast of the intersection of State, Broadwell, and Eddy Streets.
- *Triangular lots of inadequate size and/or surrounded on all sides by streets.* These include the intersection of 17th Street, 15th Street, 13th Street, 12th Street, 11th Street, 7th Street, 6th Street, and 5th Street. There are also several inadequately sized triangle shaped lots along Old Lincoln Highway, 3rd Street and 2nd Street.

4. Unsanitary or unsafe conditions

Yes. Outdoor storage in several locations between Old Lincoln Highway and North Front Street create unsafe conditions that can create attract casual access. Some of these sites accommodate light industries that store materials related to business. Other sites are used to store abandoned vehicles, barrels, and other materials. The following pictures illustrate some of these conditions.



Outdoor storage in the 2nd Street area north of the railroad.



Outdoor storage in the 2nd Street area south of the railroad.



Outdoor storage in the Broadwell Area. .

5. Deterioration of site or other improvements

Yes. The study area contains both deteriorated structures and numerous lots with site deficiencies. While only a few houses have serious apparent structural problems, many units present such deficiencies as missing windows, damaged or missing siding, and peeling paint. Other site problems include unpaved driveways and outdoor storage of household goods.



Outdoor storage and deteriorating siding in the 2nd Street Area



Unpaved parking area and outdoor storage in the 2nd Street area.



Peeling paint and gravel yard along Broadwell Street.



Inadequately sized and deteriorating housing structure in the Broadwell Street area.



Housing unit with apparent structural problems in the Eddy Street area.



Graffiti and deteriorated screening in the Five Points Area.

6. *Diversity of ownership*

Yes. The study area includes many individual property owners. In some cases, the ability to assist with the assembly of several parcels could further overall neighborhood development objectives, including better access, more viable development, and expanded commercial sites.

7. *Tax or special delinquency exceeding the fair value of the land*

Unknown. Evaluation of this criterion requires detailed title analysis of individual properties. The presence of other qualifying conditions makes an investigation of tax delinquency unnecessary to demonstrate blighting conditions.

8. *Defective or unusual conditions of title*

Unknown. Evaluation of this criterion requires detailed title analysis of individual properties. The presence of other qualifying conditions makes an investigation of tax delinquency unnecessary to demonstrate blighting conditions.

9. *Improper subdivision or obsolete platting*

Yes. The intersection of Grand Island's two street grids at Broadwell Street creates a number of triangular and eccentrically-shaped sites, some of which are completely surrounded by streets. Many of these lots are unable to accommodate contemporary residential development. Platting north of State Street between Broadwell and Wheeler combines large and small sites, and currently prevents good commercial access to Broadwell and effective inter-neighborhood circulation.

10. *The existence of conditions which endanger life or property by fire and other causes*

No. While several properties contain environmental deficiencies, this condition does not endanger to life or property, and is unlikely to endanger members of the public who are appropriately using public streets or properties.

11. *Any combination of such factors that substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use.*

Yes. The current spotty quality of development in the study area, including poor site maintenance, unsanitary conditions, and intermittent building deterioration, discourages investment in some parts of the study area. Poor platting and circulation reduces the economic potential of the area, complicates the growth of important

neighborhood businesses, and results in underutilized property. These obsolete and blighted conditions are likely to deteriorate further, and have an impact on the economic base of adjacent neighborhoods. Redevelopment of certain areas would eliminate deficiencies in platting, provide sites for new housing, commercial, and industrial development, and create an environment that both stabilizes important neighborhood assets and stimulates further economic growth.

Conclusions

This study substantiates the presence of at least one of both the quantitative and qualitative criteria for designation as a blighted area set forth by Section 18-2103 of Nebraska Revised Statutes. The designated area is hereby determined to be eligible for a declaration of blight, pursuant to the requirements of Section 18-2103 of Nebraska Revised Statutes.



City of Grand Island

Tuesday, October 09, 2007

Council Session

Item E4

**Public Hearing on Nebraska Department of Economic
Development Planning Grant**

Staff Contact: Marsha Kaslon

Council Agenda Memo

From: Joni Kuzma, Community Development Administrator

Meeting: October 9, 2007

Subject: Public Hearing for a Nebraska Department of Economic Development Planning Grant

Item #'s: E-4 & G-12

Presenter(s): Joni Kuzma, Community Development Administrator

Background

The Nebraska Department of Economic Development is offering a second cycle of funding for CDBG Planning Grant applications between October 2 and 16, 2007. The City of Grand Island is eligible for those funds as an incorporated municipality having a population of less than 50,000. The City will apply under the Planning activity of “special studies for housing” for a Housing Market Study. As a single community applicant, the City may apply for a grant up to \$25,000. This Study will replace the previous Housing Study which was completed in 2001 and expired in 2006.

A Housing Study identifies current community-wide housing “needs and gaps” and prepares the community for future housing needs. The study is available to developers, contractors, realtors, planners, investors, non-profit organizations, businesses and economic development organizations. Data from a Housing Study is also used in grant applications to substantiate need in the community.

A public hearing is required prior to submission of an application to the Nebraska Department of Economic Development to solicit public comment and input into the proposed project and grant application.

Discussion

The City will apply for and administer a \$25,000 Planning Grant, which includes \$1,750 for General Administration. The required 25% of matching funds have been committed by the Community Redevelopment Authority and the Grand Island Area Economic Development Corporation. The project total will not exceed \$45,000.

Notice of the public hearing was given in the September 29, 2007 Grand Island Independent.

Alternatives

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

1. Approve the Planning Grant application and authorize the Mayor to sign all related documents
2. Disapprove or /Deny the Planning Grant application
3. Modify the Planning Grant application
4. Table the issue

Recommendation

City Administration recommends that public comment be solicited regarding the proposed application and that Council give approval to the Planning Grant application and authorize the Mayor to sign all related documents.

Sample Motion

Move to approve the submission of the proposed application and authorize the Mayor to sign all related documents.

APPLICATION FOR PLANNING**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)****Nebraska Department of Economic Development (DED)****2006****DED USE ONLY**

Application Number

06-PP-

Date Received

Application Date

PART I. GENERAL INFORMATION**TYPE OR PRINT ALL INFORMATION**

1. APPLICANT IDENTIFICATION Applicant Name <u>City of Grand Island</u> Mailing Address <u>P.O. Box 1968</u> City, State, Zip <u>Grand Island, NE 68802</u> Local Government Contact <u>Joni Kuzma</u> Telephone # <u>(308) 385-5444, ext. 248</u> Fax Number <u>(308) 385-5423</u> Federal ID # <u>47-6006205</u> Email Address <u>jkuzma@grand-island.com</u>	2. PERSON PREPARING APPLICATION Name <u>Joni Kuzma</u> Address <u>P. O. Box 1968</u> City, State, Zip <u>Grand Island, NE 68802</u> Telephone <u>(308) 385-5444, ext. 248</u> Fax <u>(308) 385-5423</u> Federal ID/SS# _____ Email _____ Address <u>jkuzma@grand-island.com</u> Application Preparer (Check one) <input checked="" type="checkbox"/> Local Staff <input type="checkbox"/> Out-of-State Consultant <input type="checkbox"/> In-State Consultant <input type="checkbox"/> Non-Profit Organization <input type="checkbox"/> Economic Development District
3. DEVELOPMENT CATEGORY <input checked="" type="checkbox"/> Planning	6. FUNDING SOURCES CDBG Funds Requested \$ <u>25,000.00</u> Other Funds \$ <u>16,500.00</u> Total Project Funds \$ <u>41,500.00</u> (ROUND AMOUNTS TO THE NEAREST HUNDRED DOLLARS.)
4. APPLICATION TYPE <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Joint (List other applicants in box #7)	7. PROJECT NAME AND LOCATION <u>Grand Island Housing Market Study</u>
5. SERVICE AREA Area to be served (city, county, region, etc.) <u>Grand Island</u> Legislative District <u>35</u> Congressional District <u>3</u>	

8. PROGRAM SUMMARY: Brief narrative description of the project for which CDBG funds are requested

This grant will allow the City of Grand Island to update the Housing Market Study within the city limits and the two-mile jurisdiction. A contractor will be procured to complete the Study which will be available to developers, contractors, realtors, planners, investors, non-profit organizations, businesses, economic development corporations, and others. The study will allow the city to plan for future housing needs. The last Housing Market Study was completed in 2001 and expired in 2006.

9. CERTIFYING OFFICIAL: Chief elected officer of local government requesting CDBG funds

To the best of my knowledge and belief, data and information in this application are true and correct, including any commitment of local or other resources. This application has been duly authorized by the governing body of the applicant following an official public hearing. This applicant will comply with all federal and state requirements governing the use of CDBG funds.

Signature in ink	Margaret Hornady, Mayor	Date Signed
Attest	RaNae Edwards, City Clerk	Date Signed

PLANNING

PART II: FUNDING SUMMARY (ROUND AMOUNTS TO THE NEAREST HUNDRED DOLLARS.)

Activity Code	Activity	*National Objective	Proposed Units of Accomplishment	CDBG Funds	Other Funds	Total Funds	Sources of Other Funds
0630	Planning			25,000.00	16,500.00	41,500.00	Community Redevelopment Authority & Economic Development Corporation
0180	Total Non-Administration			25,000.00	16,500.00	41,500.00	
0181	General Administration			1,750.00			
1000	TOTAL PROGRAM COSTS			26,750.00	16,500.00	41,500.00	

Note: Please make sure your math is correct!

Clarification for the above activities should be directed to DED.

***NATIONAL OBJECTIVE:** Enter single most appropriate national objective code for each activity.

List application page number or numbers for source/narrative documentation: _____ LMI _____.

Refer to Part III Project Description, Item 7 National Objectives page 10 and Section 2.01, pages 23-25.

LMA: Benefit Low/Moderate Income Persons on an area basis. Census Data 51% or more (see maps for specifics)

LMC: Benefit Low/Moderate Income Persons on a limited clientele basis

LMH: Benefit Low/Moderate Income Households

SBA: Activities benefiting slums/blight on an area basis (Planning only)

SBS: Activities benefiting slums/blight on a spot basis (Planning only)

ACCOMPLISHMENT:

(P) = Proposed number of people benefiting 44,546 (Census Estimate in 2005) .

PART III. PROJECT DESCRIPTION AND IMPACT

Refer to the instructions for the specific information that must be included.

PART IV. PROJECT BUDGET

Refer to the instructions for the specific information that must be included.

PART V. REQUIRED EXHIBITS

Refer to the instructions for the specific information that must be included.

Submit the original and two copies of the application form and all application materials.

PAGES MAY BE TWO-HOLE PUNCHED AT TOP, BUT DO NOT BIND, FOLD OR STAPLE.

CDBG SUBMISSION CHECKLIST - TABLE OF CONTENTS FOR PLANNING

Applicants must complete and submit this checklist with the application. Type in additional appendix items as deemed necessary to your project. List appropriate page numbers under PAGE NUMBER column.

PROJECT INFORMATION

PAGE NUMBER

Part III Item 1 - Problem Statement

Part III Item 2 - Impact.....

Part III Item 3 - Strategy

Part III Item 4 – National Objective Impact.....

Part III Item 5 – Leveraged Funds.....

Part III Item 6 - Work Plan/Budget/Evaluation.....

Part IV - Project Budget.....

Part V - REQUIRED EXHIBITS

A. Notice of Public Hearing.....

B. Authorizing Resolution Endorsing Project.....

C. Statement of Assurances and Certifications.....

D. Residential Antidisplacement & Relocation Assistance Plan

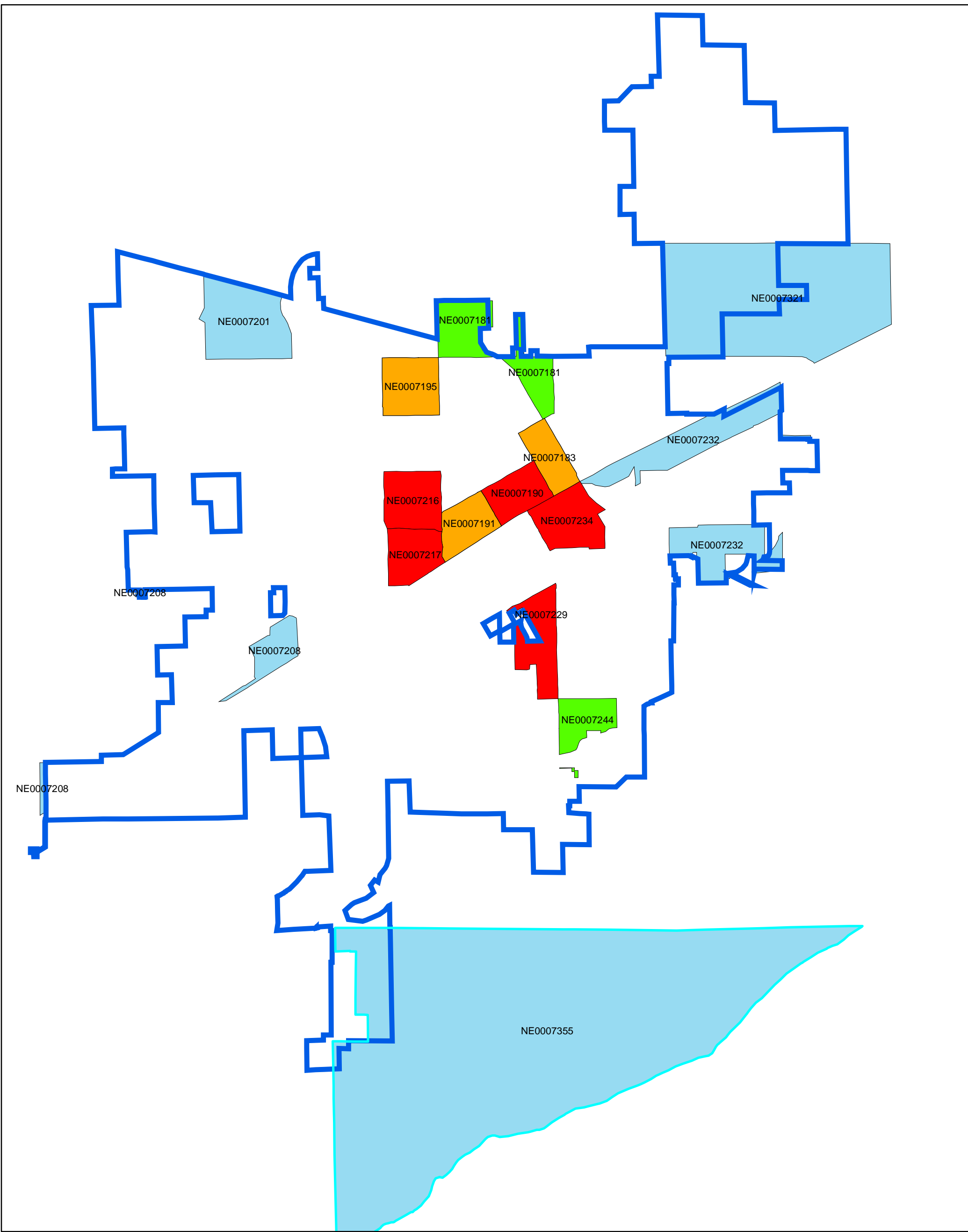
E. LMI Documentation.....

F. Procurement Process (narrative provided by applicant).....

G. Slum and Blight Documentation.....

Please use the language verbatim in each exhibit. Incorrect language may cause a delay in application review and award, if successful. Also, provide the bracketed information as requested in each exhibit. The omission or incomplete description as requested in bracketed text may cause a delay in application review and awards.

ATTACHMENTS



100% Population Count
Grand Island Census Block Groups
with 51% or Greater LMI

Legend

Grand Island City Limits

51% or Greater LMI selection GI City Limits Population

POP100

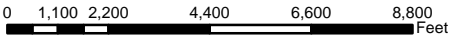
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277 - 544

545 - 811

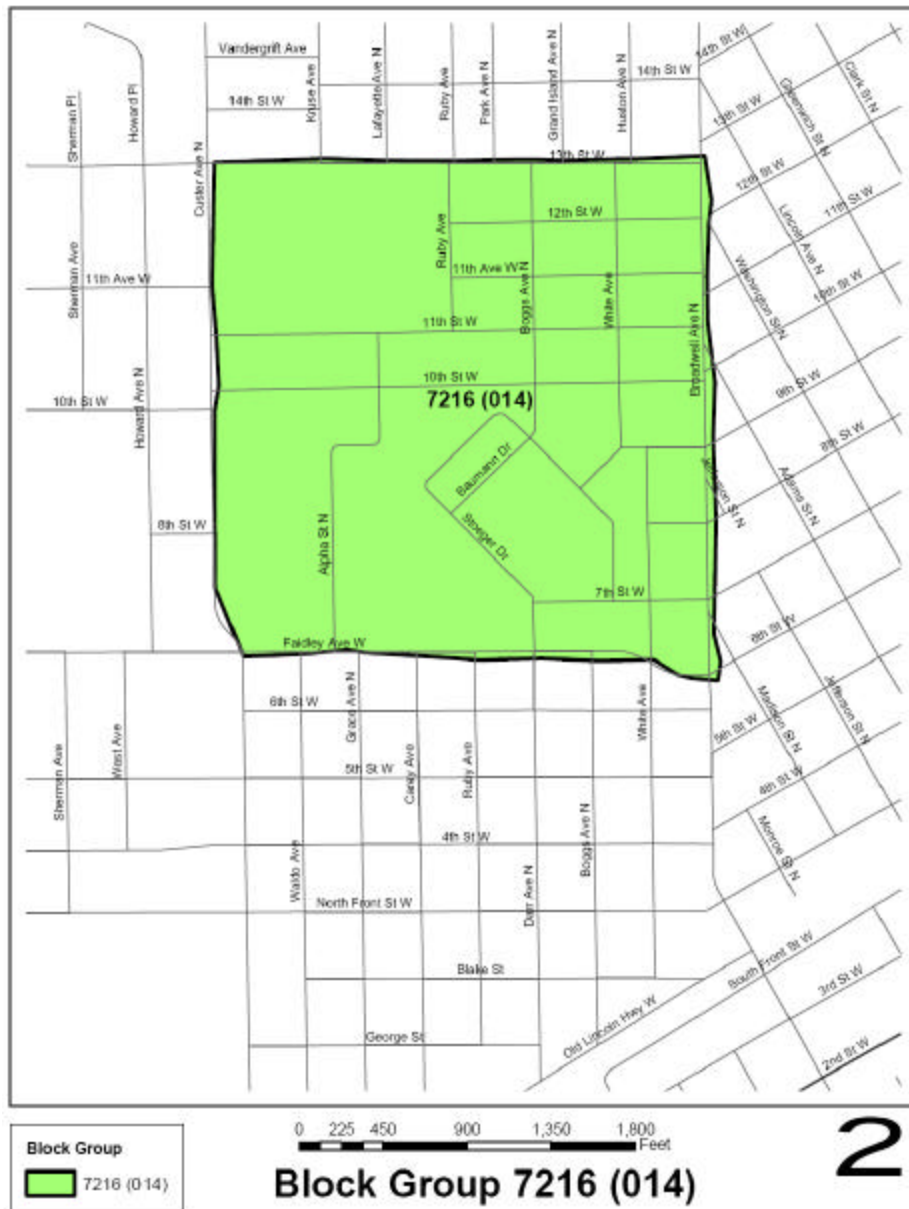
812 - 1079

1080 - 1347



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

Chad Nabity 6-23-05

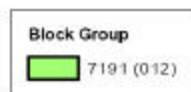


The grant will be completed in two phases. The first phase will focus just on those areas that are defined by Census which are comprised of 51% or more residents as who are low to moderate residents. Maps of those specific areas are provided in the following pages. The second phase will include an overview of the other areas of the community that are below the 51% threshold.

CDBG funds can only be used to benefit low to income residents. The Community Redevelopment Authority and Grand Island Area Economic Development Corporation have made financial commitments of \$8,250 each to defray costs for the non-low income portion of the grant.

2007 Income Limits for Hall County (Set by HUD)

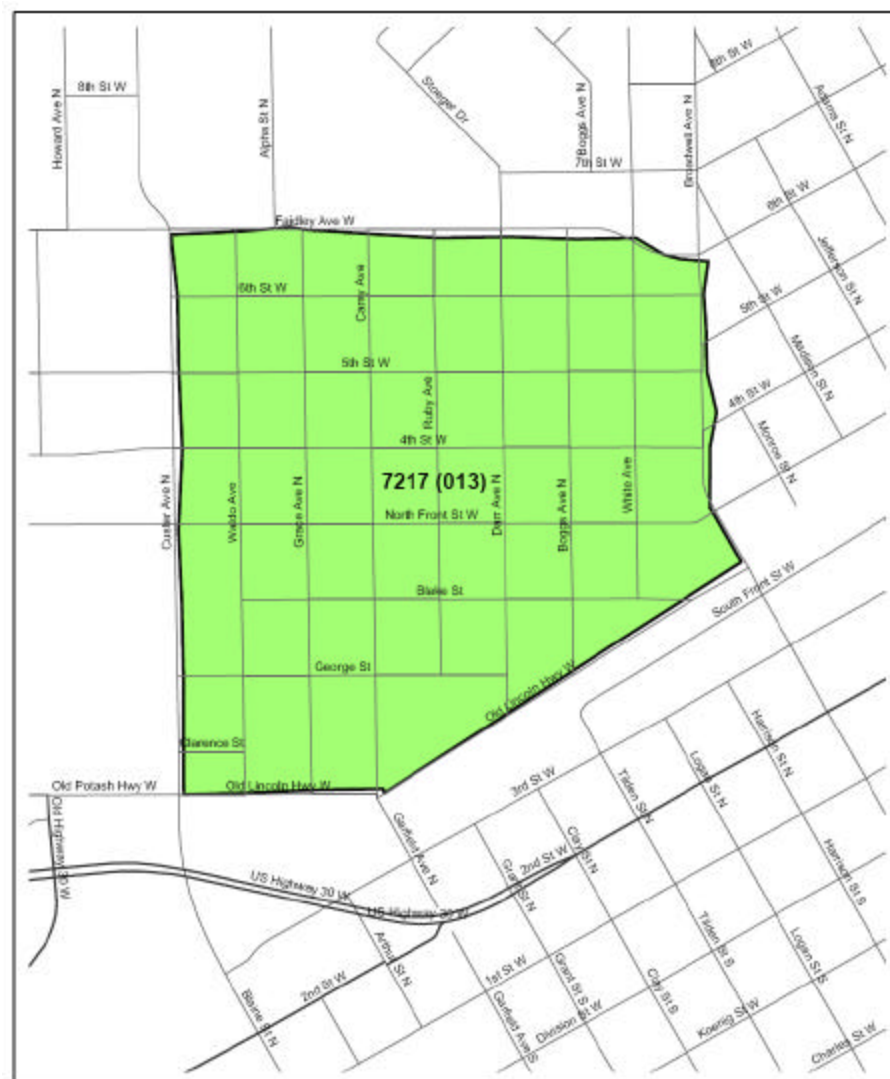
	80% Median Income	50% Median Income
1 person family	\$30,500	\$19,100
2 person family	\$34,900	\$21,800
3 person family	\$39,250	\$24,550
4 person family	\$43,600	\$27,250
5 person family	\$47,100	\$29,450
6 person family	\$50,600	\$31,600
7 person family	\$54,050	\$33,800
8 person family	\$57,550	\$35,950



0 225 450 900 1,350 1,800 Feet
Block Group 7191 (012)

2

60.1% Low to Moderate Income



0 225 450 900 1,350 1,800 Feet
Block Group 7217 (013)

2

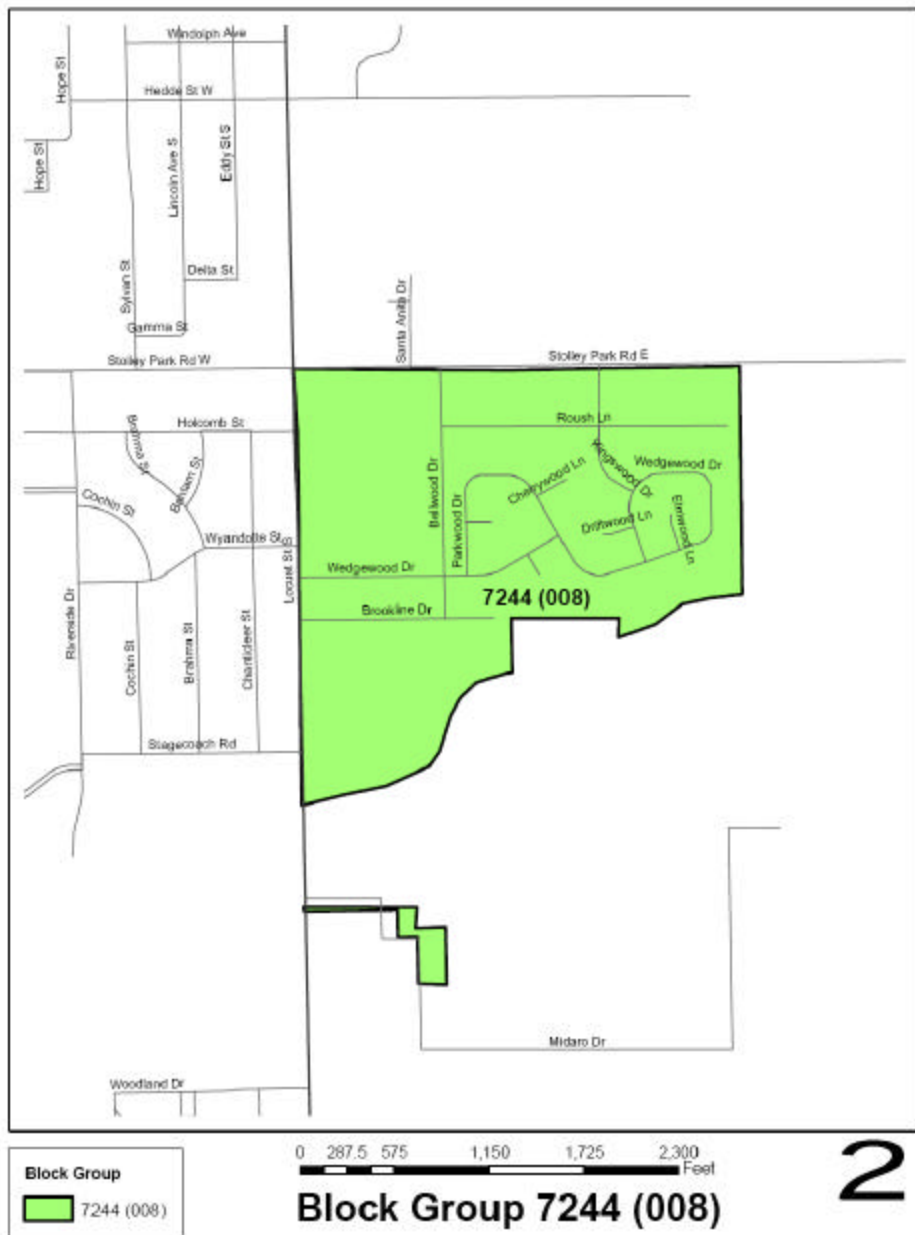
56.2% Low to Moderate Income



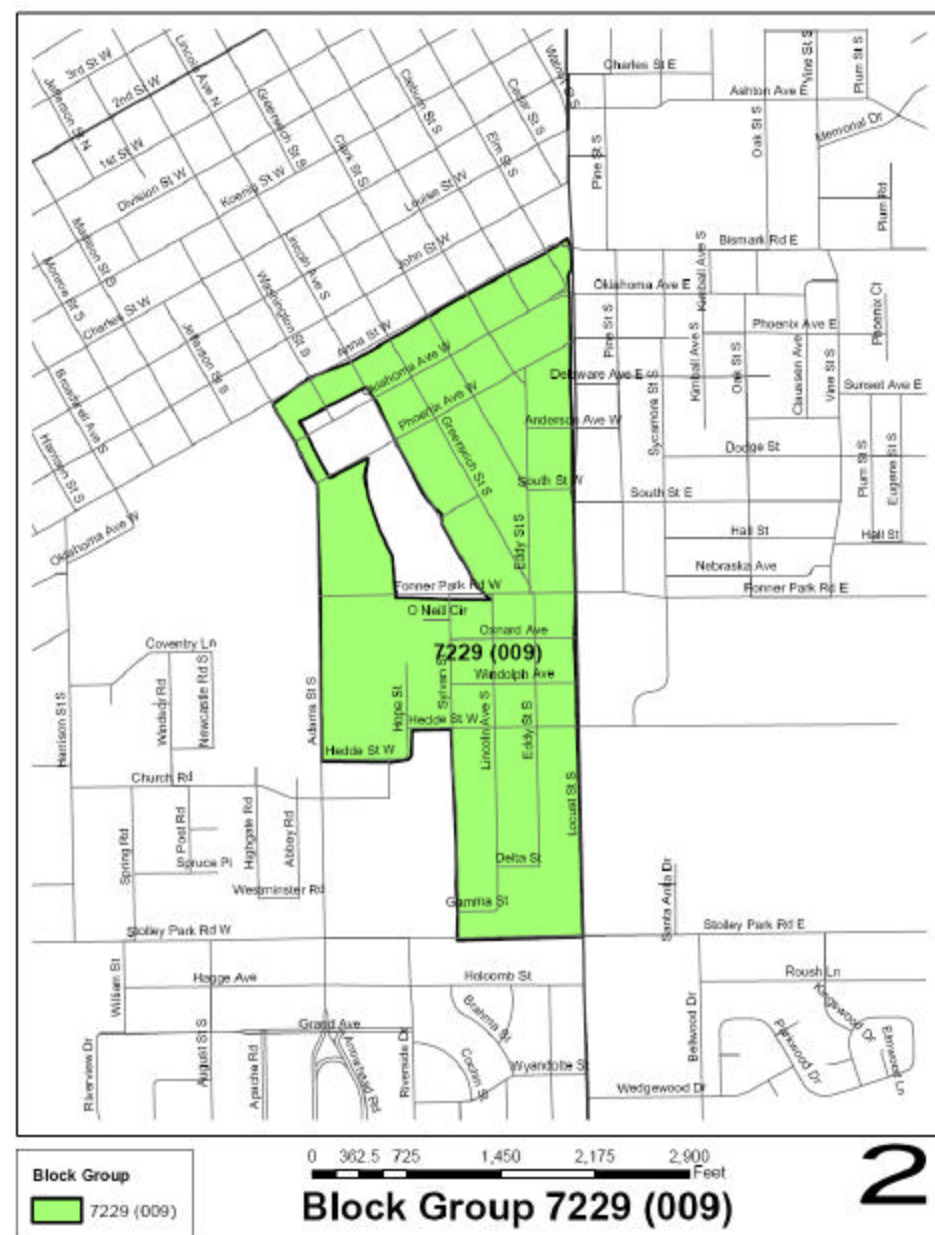
56.5% Low to Moderate Income



67.1% Low to Moderate Income



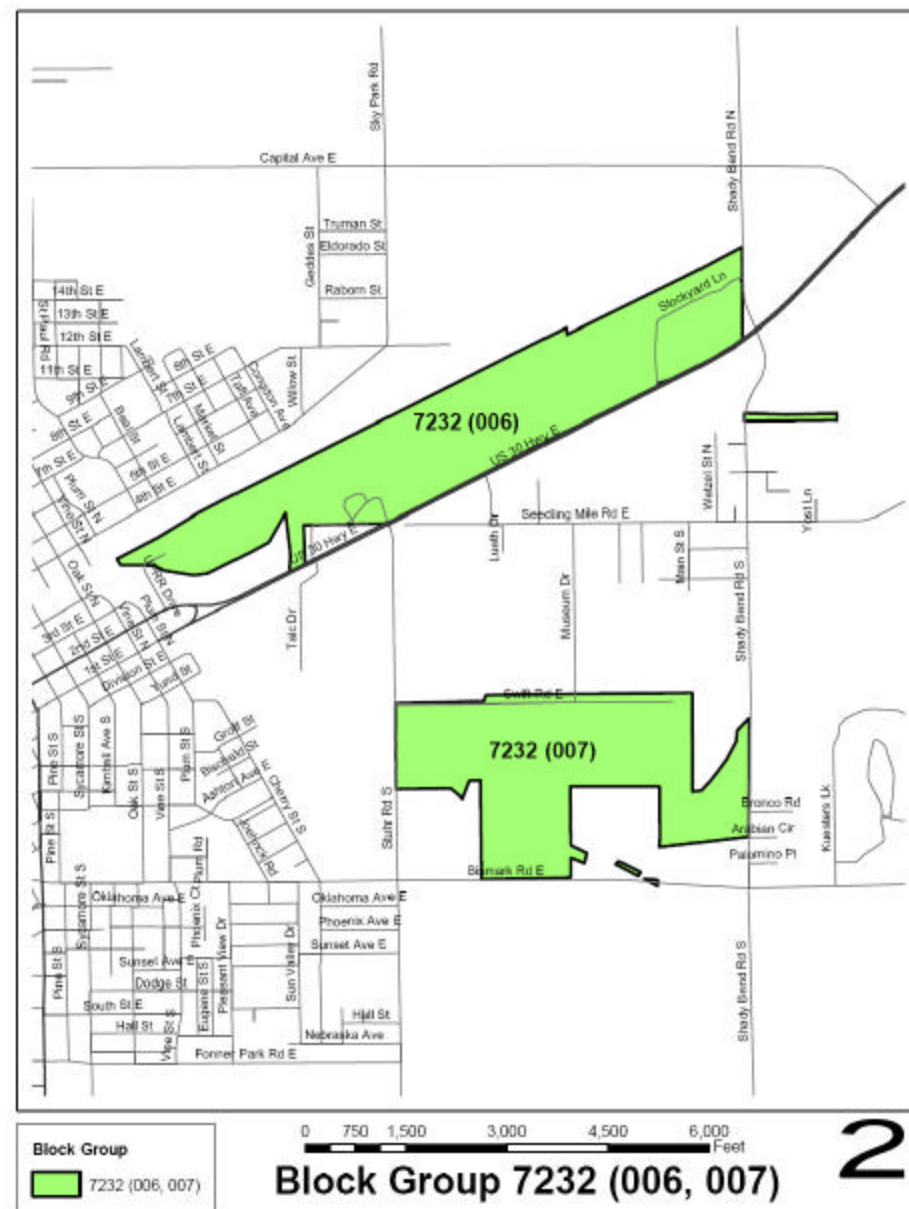
60.6% Low to Moderate Income



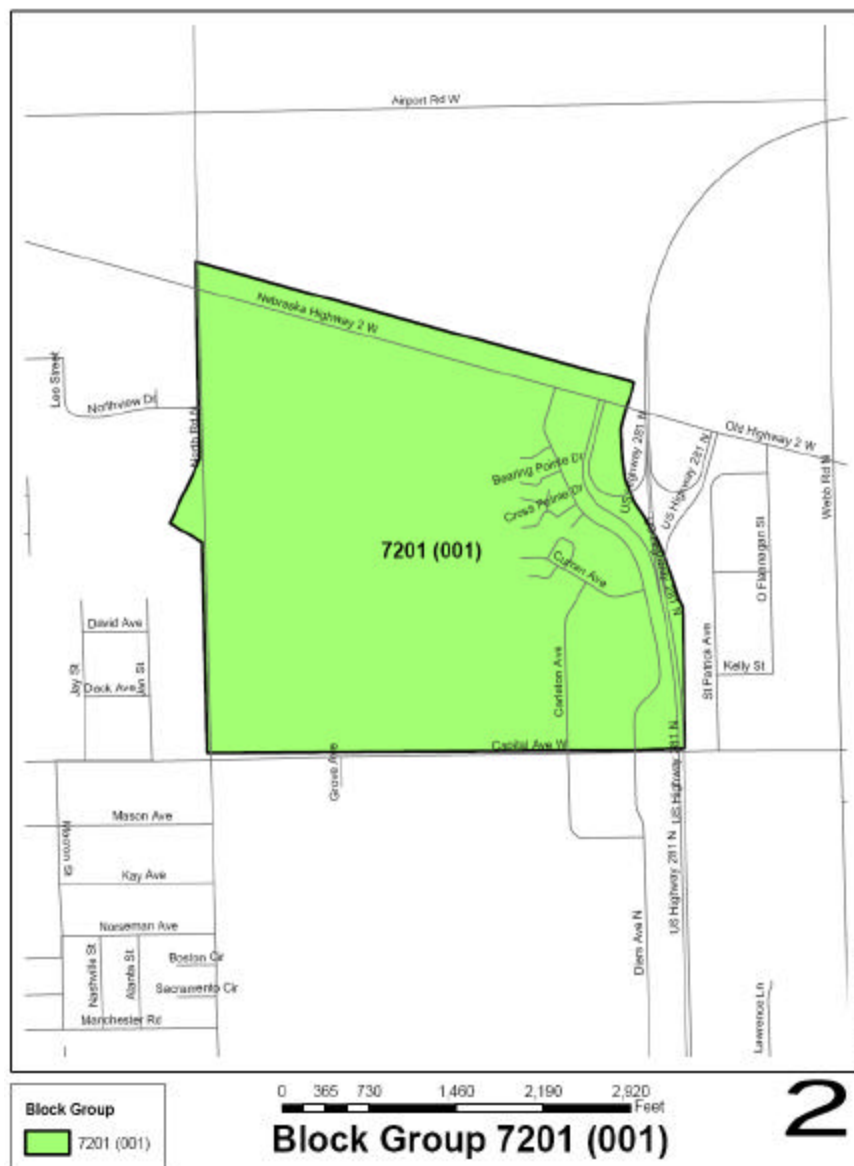
69.4% Low to Moderate Income



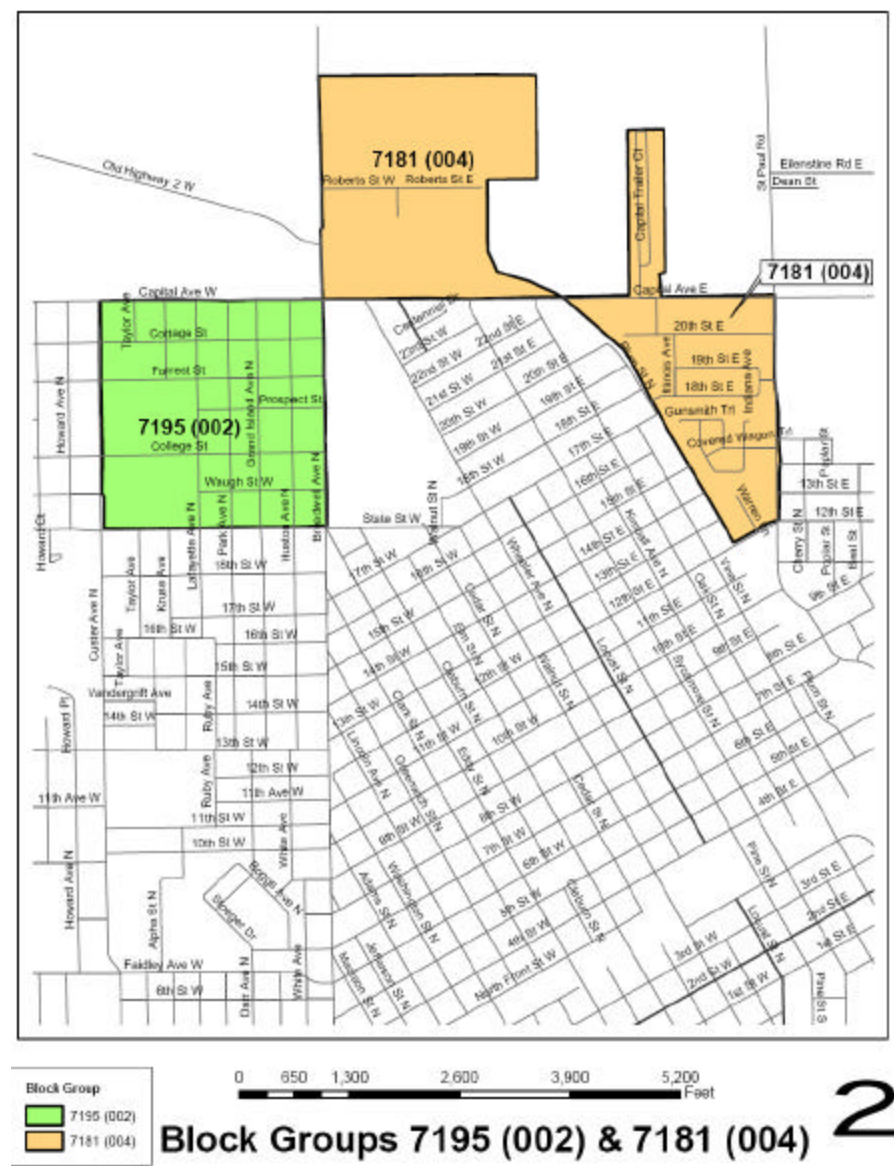
63.6% Low to Moderate Income



Both areas are 62.5% Low to Moderate Income



53.2% Low to Moderate Income



7195: 52.4% & 7181: 61.8% Low to Moderate Income



City of Grand Island

Tuesday, October 09, 2007

Council Session

Item E5

Public Hearing on Acquisition of Drainage Easements Located at 3817, 3823, 3829, 3835, 3841, 3844 Meadowlark Circle and 3819, 3824, 3818 Sparrow Circle (Lots 6 thru 11 & 21 thru 23 all in Block 1, Summerfield Estates 7th Subdivision) - Little B's Corp.

Staff Contact: Steve Riehle, City Engineer/Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: October 9, 2007

Subject: Public Hearing on Acquisition of Drainage Easements
Located at 3817, 3823, 3829, 3835, 3841, 3844
Meadowlark Circle and 3819, 3824, 3818 Sparrow Circle
(Lots 6 thru 11 & 21 thru 23 all in Block 1, Summerfield
Estates Seventh Subdivision) - Little B's Corp.

Item #'s: E-5 & G-14

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

Background

A Public Hearing and Council approval is necessary for the City of Grand Island to acquire easements. A drainage easement is needed in the back yards of the lots in Summerfield Estates Seventh Subdivision. The ditch behind the homes drains into the city owned outfall ditch along the south side of State Street.

Discussion

This easement will be used in order to have access to construct, operate, maintain, extend, repair, replace, and remove storm sewers, manholes, pipelines, surface markers, and other appurtenances for draining purposes, upon, over, along, across, in, underneath, and through the tracts of land. The easement width varies from a minimum of 15 feet to a maximum of 23 feet. The maximum slope of the back yards within the easement area is 6 (six) horizontal to 1 (one) vertical.

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

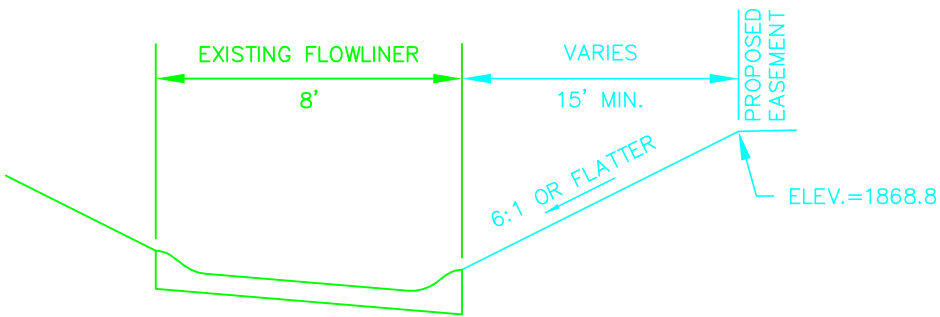
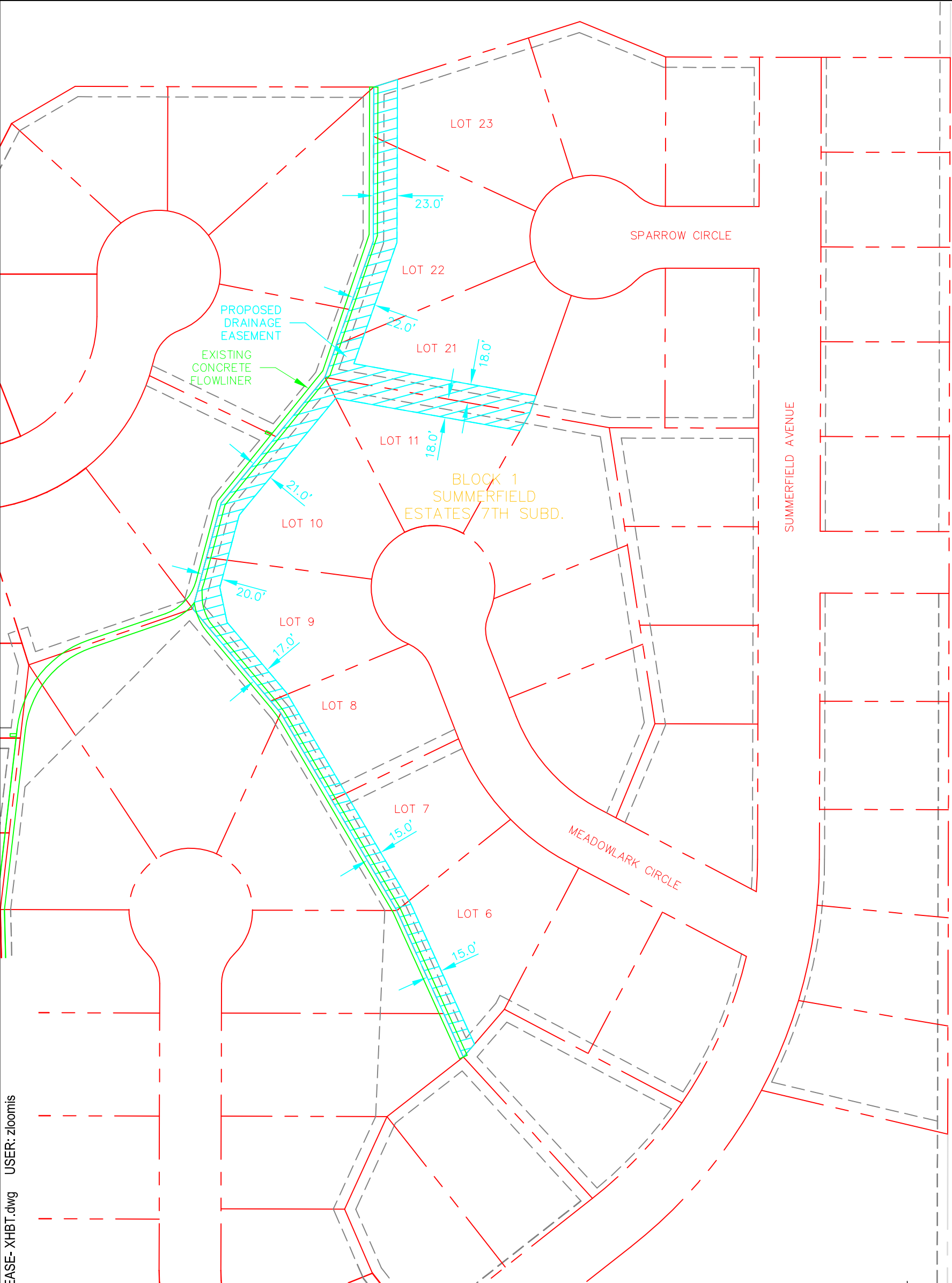
Recommendation

City Administration recommends that the Council approve the resolution for the acquisition of the Drainage Easement in the amount of One Dollar (\$1.00).

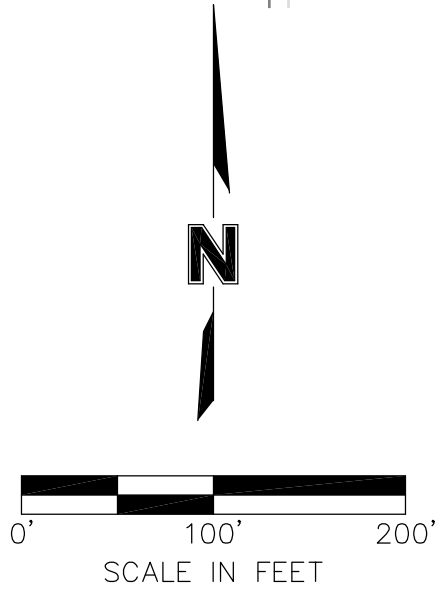
Sample Motion

Move to approve the acquisition of the Drainage Easement.

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DATE: Oct 01, 2007 7:57am XREFS: 061410_7th_row



EASEMENT DETAIL
NOT TO SCALE



PROJECT NO:	006-1410
DRAWN BY:	ZLL
DATE:	9/07

DRAINAGE EASEMENT

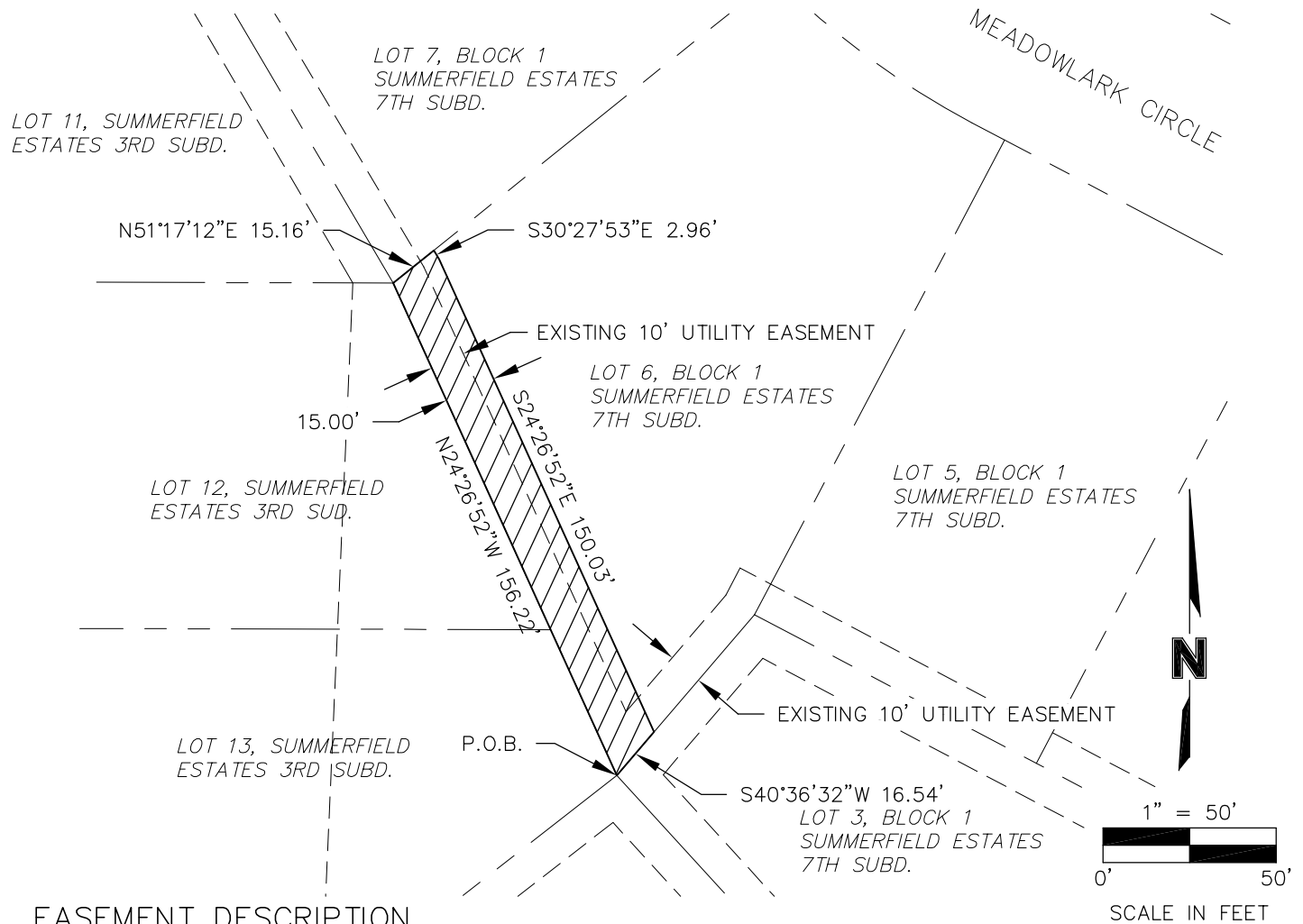


201 East 2nd Street
P.O. Box 1072
Grand Island, NE 68802-1072
TEL 308.384.8750
FAX 308.384.8752

EXHIBIT

1

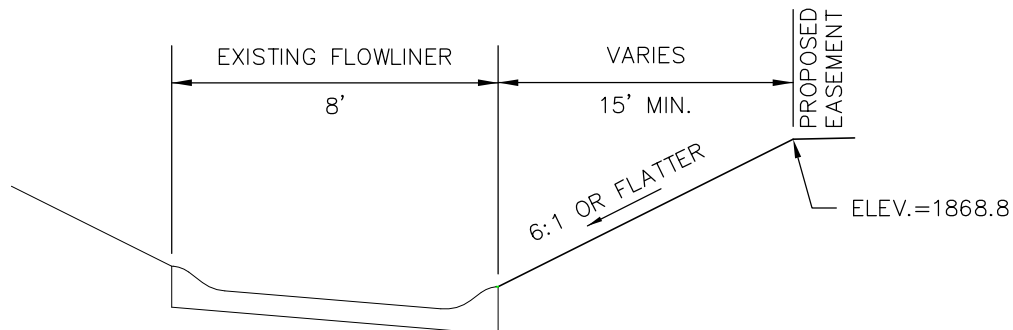
DRAINAGE EASEMENT



EASEMENT DESCRIPTION

A PERMANENT DRAINAGE EASEMENT CONSISTING OF PART OF LOT 6, BLOCK 1 OF SUMMERFIELD ESTATES SEVENTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 6, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N24°26'52"W ALONG THE SOUTHWEST LINE OF SAID LOT 6 A DISTANCE OF 156.22 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE N51°17'12"E ALONG THE NORTH LINE OF SAID LOT 6 A DISTANCE OF 15.16 FEET; THENCE S30°27'53"E A DISTANCE OF 2.96 FEET; THENCE S24°26'52"E A DISTANCE OF 150.03 FEET TO A POINT ON A SOUTHEASTERLY LINE OF SAID LOT 6; THENCE S40°36'32"W ALONG SAID SOUTHEASTERLY LINE OF LOT 6 A DISTANCE OF 16.54 FEET TO THE POINT OF BEGINNING. SAID PERMANENT DRAINAGE EASEMENT CONTAINS 2,319 SQUARE FEET OR 0.05 ACRES MORE OR LESS.



EASEMENT DETAIL
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PROJECT NO:	006-1410
DRAWN BY:	ZLL
DATE:	9/07

DRAINAGE EASEMENT
LOT 6, BLOCK 1, SUMMERFIELD
ESTATES SEVENTH SUBD.


MOLSSON
ASSOCIATES

201 East 2nd Street
P.O. Box 1072
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TEL 308.384.8750
FAX 308.384.8752

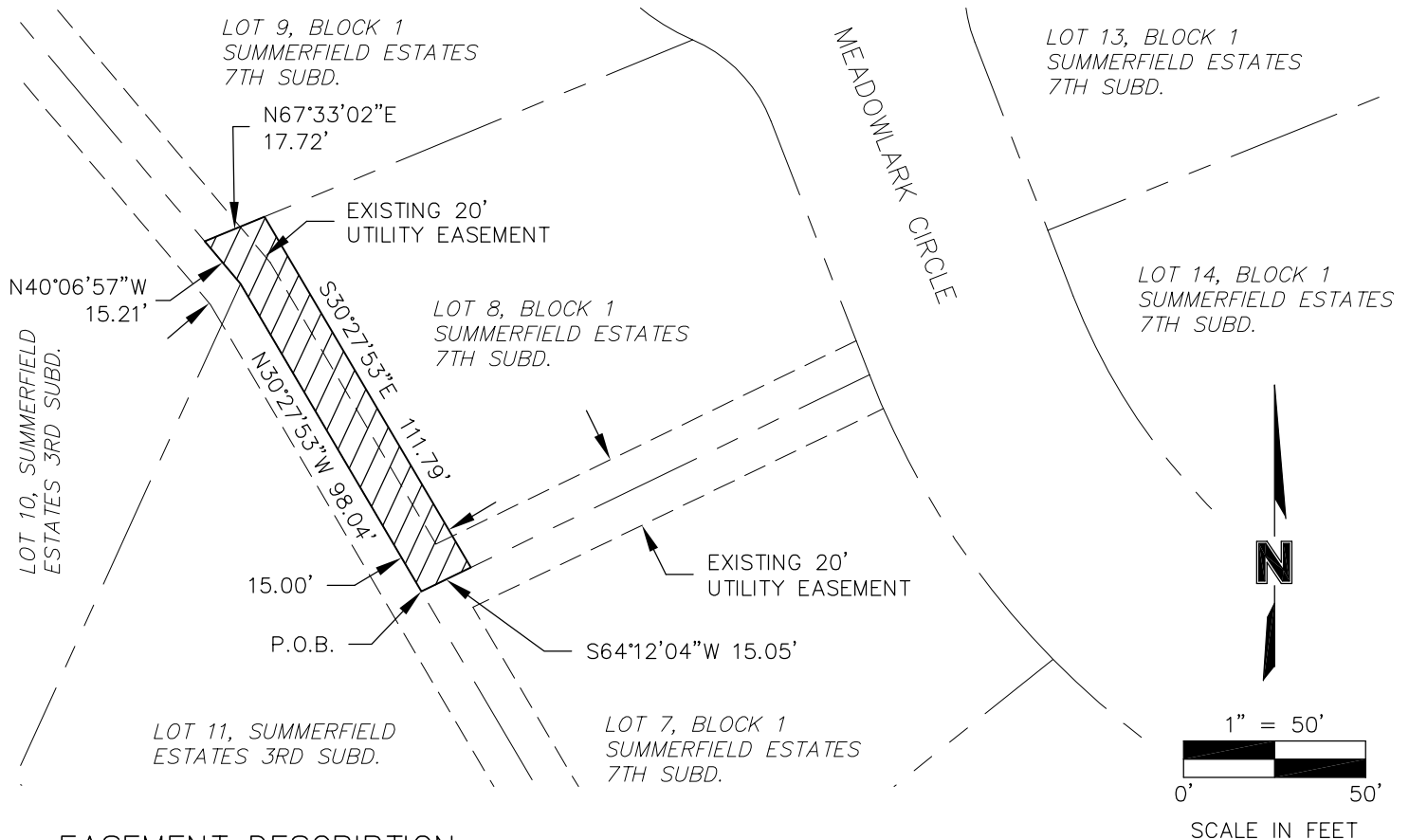
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USER: zloomis

PROJECT NO: 006-1410	DRAINAGE EASEMENT LOT 7, BLOCK 1, SUMMERFIELD ESTATES SEVENTH SUBD.	 201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752	EXHIBIT
DRAWN BY: ZLL			1
DATE: 9/07			

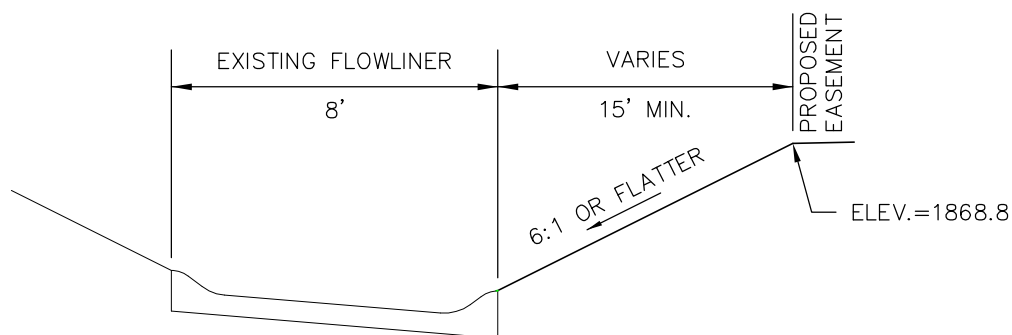
DRAINAGE EASEMENT



EASEMENT DESCRIPTION

A PERMANENT DRAINAGE EASEMENT CONSISTING OF PART OF LOT 8, BLOCK 1 OF SUMMERFIELD ESTATES SEVENTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 8, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N30°27'53"W ALONG A WESTERLY LINE OF SAID LOT 8 A DISTANCE OF 98.04 FEET TO A WESTERLY CORNER OF SAID LOT 8, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 10 OF SUMMERFIELD ESTATES THIRD SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA; THENCE N40°06'57"W ALONG A WESTERLY LINE OF SAID LOT 8, BLOCK 1 OF SUMMERFIELD ESTATES SEVENTH SUBDIVISION A DISTANCE OF 15.21 FEET TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE N67°33'02"E ALONG THE NORTH LINE OF SAID LOT 8 A DISTANCE OF 17.72 FEET; THENCE S30°27'53"E A DISTANCE OF 111.79 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 8; THENCE S64°12'04"W ALONG SAID SOUTH LINE OF LOT 8 A DISTANCE OF 15.05 FEET TO THE POINT OF BEGINNING. SAID PERMANENT DRAINAGE EASEMENT CONTAINS 1,702 SQUARE FEET OR 0.04 ACRES MORE OR LESS.



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DRAWN BY:	ZLL
DATE:	9/07

DRAINAGE EASEMENT
LOT 8, BLOCK 1, SUMMERFIELD
ESTATES SEVENTH SUBD.

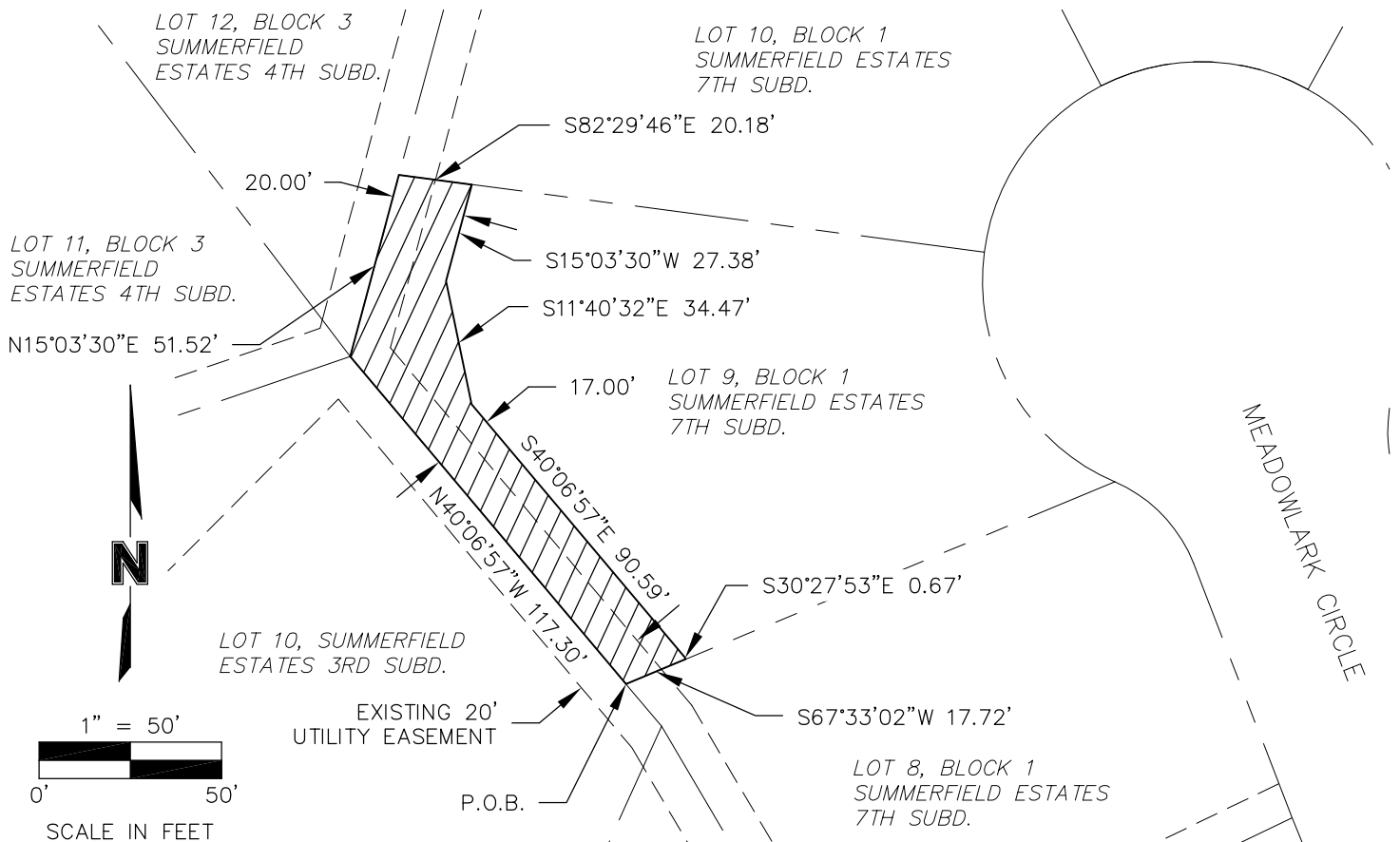
MOLSSON
 ASSOCIATES

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

EXHIBIT

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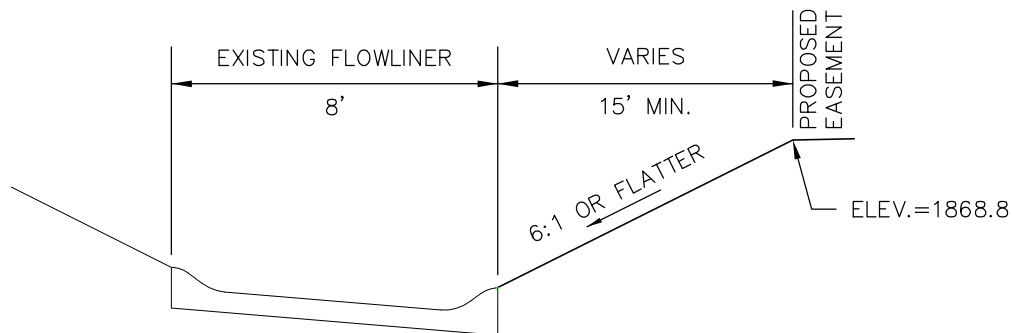
DRAINAGE EASEMENT



EASEMENT DESCRIPTION

A PERMANENT DRAINAGE EASEMENT CONSISTING OF PART OF LOT 9, BLOCK 1 OF SUMMERFIELD ESTATES SEVENTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 9, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N40°06'57"W ALONG THE SOUTHWEST LINE OF SAID LOT 9 A DISTANCE OF 117.30 FEET TO A WESTERLY CORNER OF SAID LOT 9, SAID CORNER ALSO BEING A NORTHERLY CORNER OF LOT 10 OF SUMMERFIELD ESTATES THIRD SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND A SOUTHERLY CORNER OF LOT 12, BLOCK 3 OF SUMMERFIELD ESTATES FOURTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA; THENCE N15°03'30"E ALONG THE NORTHWEST LINE OF SAID LOT 9, BLOCK 1 OF SUMMERFIELD ESTATES SEVENTH SUBDIVISION A DISTANCE OF 51.52 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE S82°29'46"E ALONG THE NORTH LINE OF SAID LOT 9 A DISTANCE OF 20.18 FEET; THENCE S15°03'30"W A DISTANCE OF 27.38 FEET; THENCE S11°40'32"E A DISTANCE OF 34.47 FEET; THENCE S40°06'57"E A DISTANCE OF 90.59 FEET; THENCE S30°27'53"E A DISTANCE OF 0.67 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 9; THENCE S67°33'02"W ALONG SAID SOUTH LINE OF LOT 9 A DISTANCE OF 17.72 FEET TO THE POINT OF BEGINNING. SAID PERMANENT DRAINAGE EASEMENT CONTAINS 3,077 SQUARE FEET OR 0.07 ACRES MORE OR LESS.



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 DATE: 9/07

DRAINAGE EASEMENT
 LOT 9, BLOCK 1, SUMMERFIELD
 ESTATES SEVENTH SUBD.

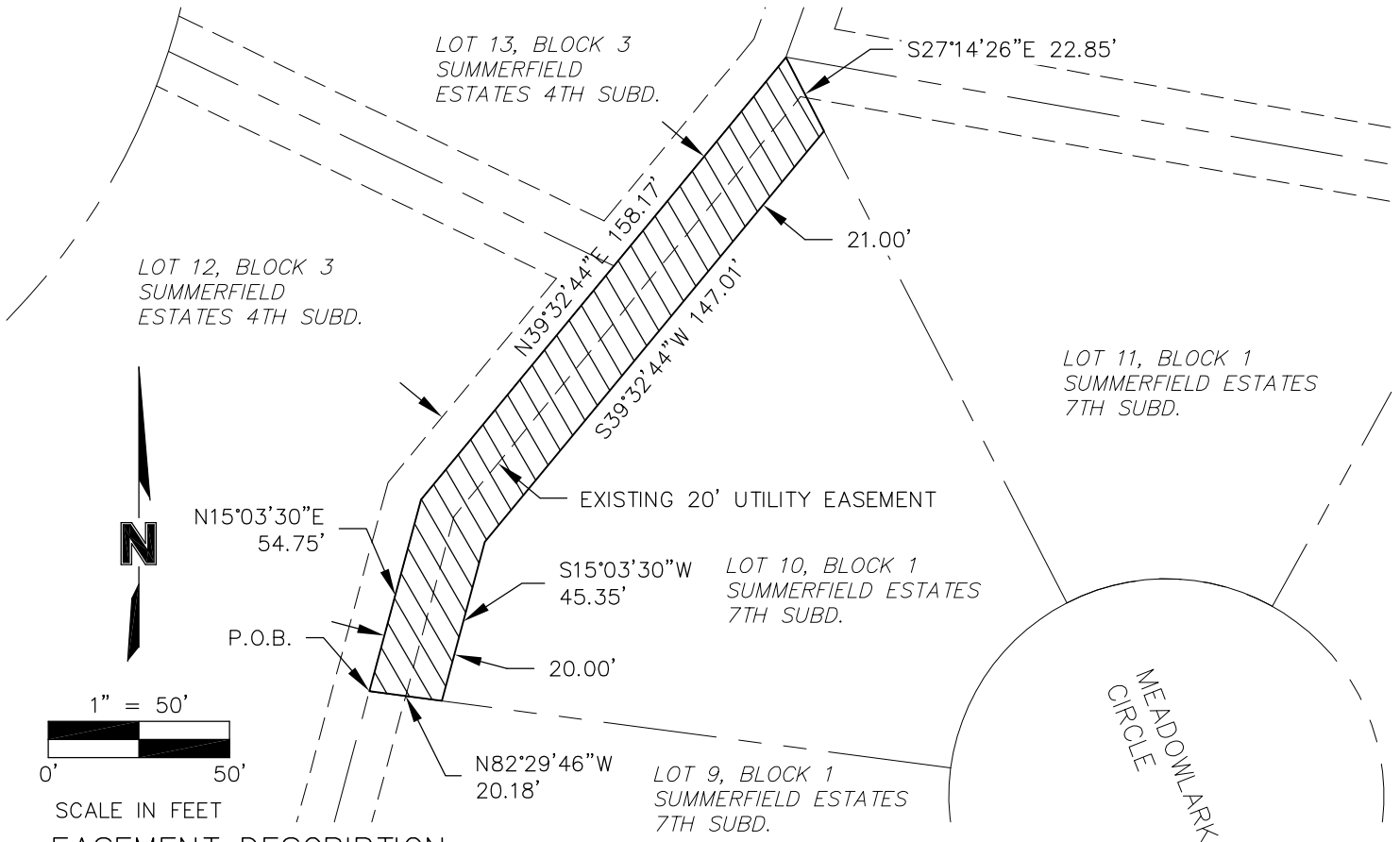
MOLSSON
 ASSOCIATES

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EXHIBIT

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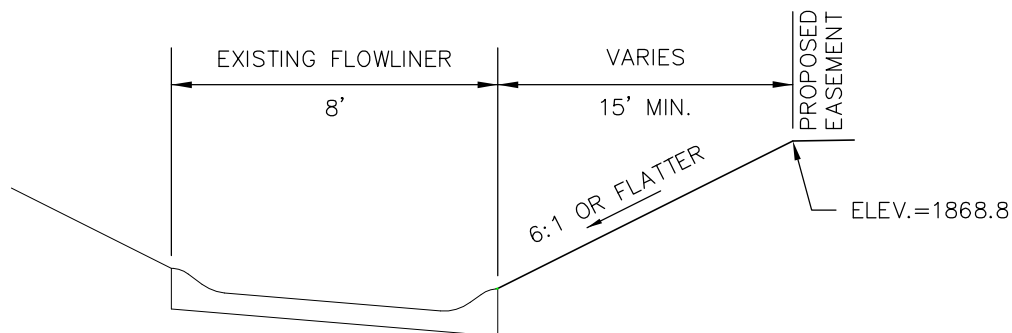
DRAINAGE EASEMENT



EASEMENT DESCRIPTION

A PERMANENT DRAINAGE EASEMENT CONSISTING OF PART OF LOT 10, BLOCK 1 OF SUMMERFIELD ESTATES SEVENTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 10, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N15°03'30"E ALONG A WESTERLY LINE OF SAID LOT 10 A DISTANCE OF 54.75 FEET TO A WESTERLY POINT OF SAID LOT 10, SAID POINT ALSO BEING A EASTERLY CORNER OF LOT 12, BLOCK 3 OF SUMMERFIELD ESTATES FOURTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA; THENCE N39°32'44"E ALONG A WESTERLY LINE OF SAID LOT 10, BLOCK 1 OF SUMMERFIELD ESTATES SEVENTH SUBDIVISION A DISTANCE OF 158.17 FEET TO A NORTHERLY CORNER OF SAID LOT 10, SAID POINT ALSO BEING A EASTERLY CORNER OF LOT 13, BLOCK 3 OF SAID SUMMERFIELD ESTATES FOURTH SUBDIVISION; THENCE S27°14'26"E ALONG A EASTERLY LINE OF SAID LOT 10, BLOCK 1 OF SUMMERFIELD ESTATES SEVENTH SUBDIVISION A DISTANCE OF 22.85 FEET; THENCE S39°32'44"W A DISTANCE OF 147.01 FEET; THENCE S15°03'30"W A DISTANCE OF 45.35 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 10; THENCE N82°29'46"W ALONG SAID SOUTH LINE OF LOT 10 A DISTANCE OF 20.18 FEET TO THE POINT OF BEGINNING. SAID PERMANENT DRAINAGE EASEMENT CONTAINS 4,205 SQUARE FEET OR 0.10 ACRES MORE OR LESS.



EASEMENT DETAIL
NOT TO SCALE

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DRAWN BY: ZLL

DATE: 9/07

DRAINAGE EASEMENT
LOT 10, BLOCK 1, SUMMERFIELD
ESTATES SEVENTH SUBD.

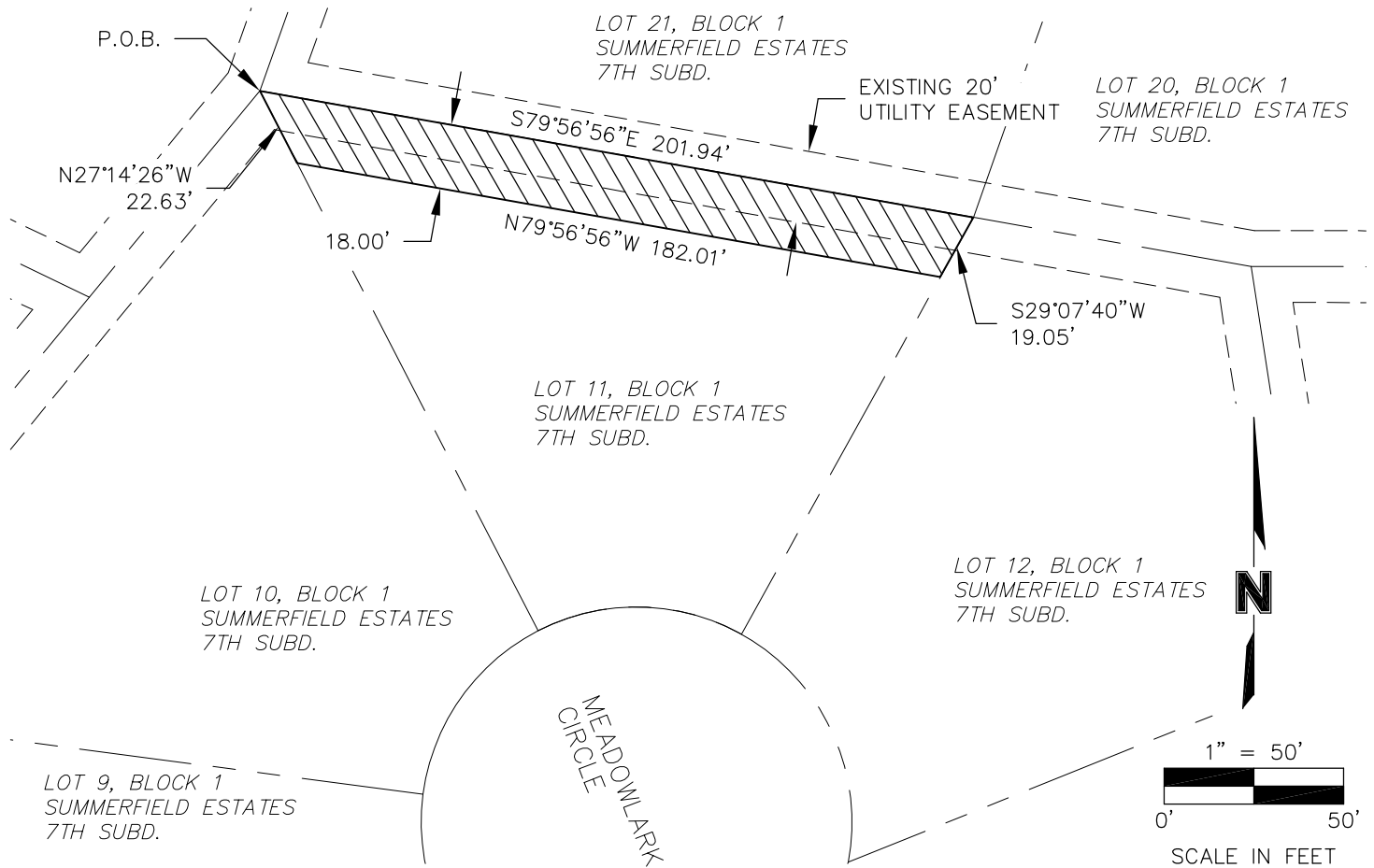
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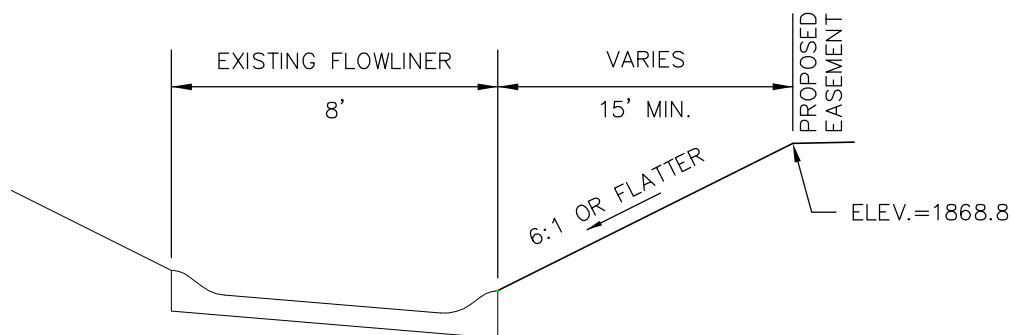
DRAINAGE EASEMENT



EASEMENT DESCRIPTION

A PERMANENT DRAINAGE EASEMENT CONSISTING OF PART OF LOT 11, BLOCK 1 OF SUMMERFIELD ESTATES SEVENTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 11, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S79°56'56"E ALONG THE NORTH LINE OF SAID LOT 11 A DISTANCE OF 201.94 FEET TO THE NORTHEAST CORNER OF SAID LOT 11; THENCE S29°07'40"W ALONG THE EAST LINE OF SAID LOT 11 A DISTANCE OF 19.05 FEET; THENCE N79°56'56"W A DISTANCE OF 182.01 FEET TO A POINT ON THE WEST LINE OF SAID LOT 11; THENCE N27°14'26"W ALONG SAID WEST LINE OF LOT 11 A DISTANCE OF 22.63 FEET TO THE POINT OF BEGINNING; SAID PERMANENT DRAINAGE EASEMENT CONTAINS 3,455 SQUARE FEET OR 0.08 ACRES MORE OR LESS.



EASEMENT DETAIL
NOT TO SCALE

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 DATE: Oct 03, 2007 12:49pm
 USER: zloomis
 XREFS: 061410_7th_row

PROJECT NO: 006-1410

DRAWN BY: ZLL

DATE: 9/07

DRAINAGE EASEMENT
LOT 11, BLOCK 1, SUMMERFIELD
ESTATES SEVENTH SUBD.

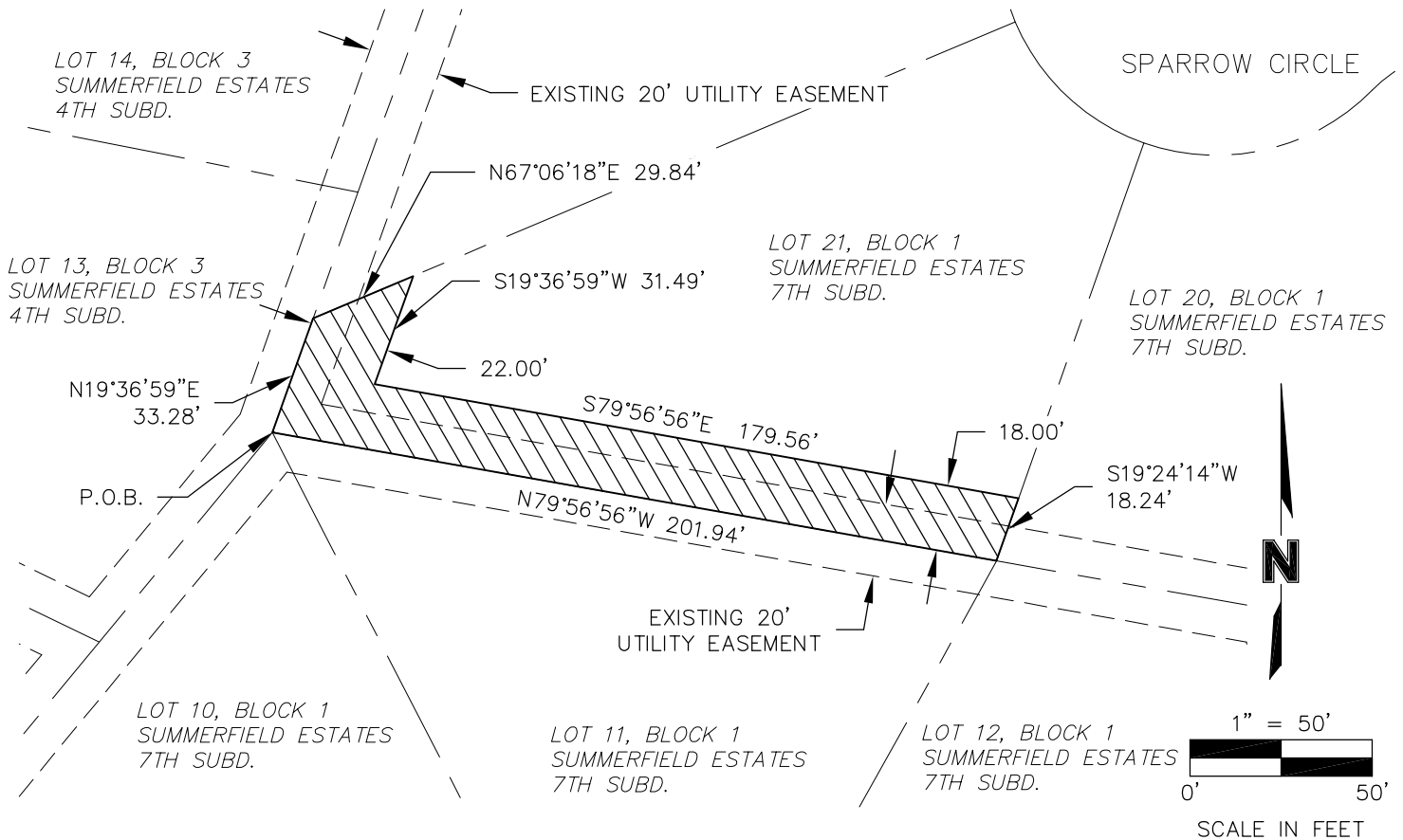
MOLSSON
 ASSOCIATES

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

EXHIBIT

1

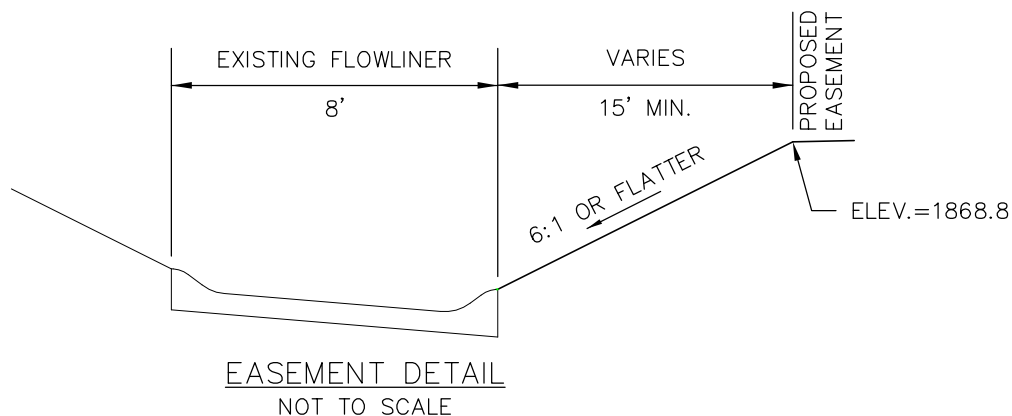
DRAINAGE EASEMENT




EASEMENT DESCRIPTION

A PERMANENT DRAINAGE EASEMENT CONSISTING OF PART OF LOT 21, BLOCK 1 OF SUMMERFIELD ESTATES SEVENTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

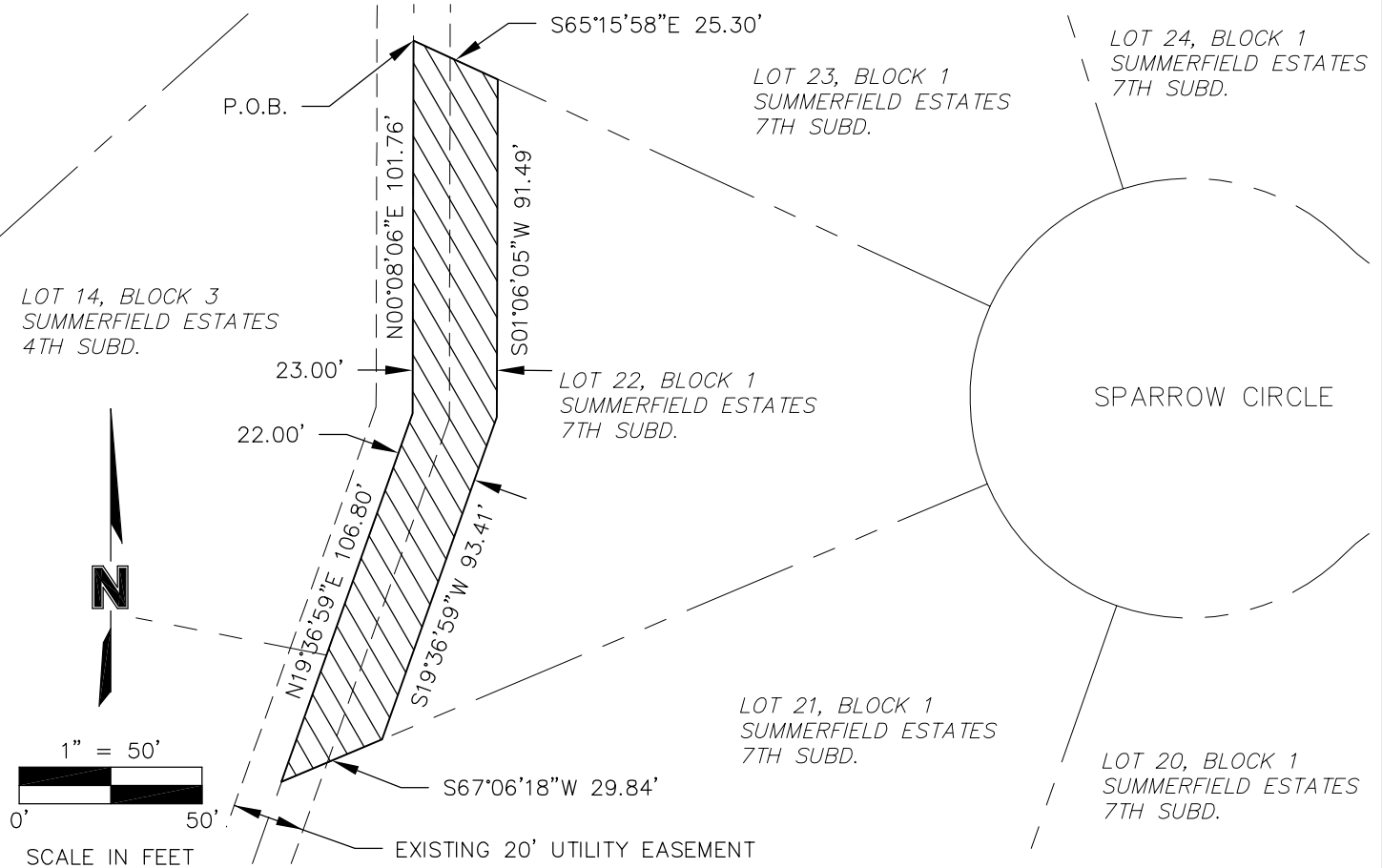
COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 21, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N19°36'59\"E ALONG THE WEST LINE OF SAID LOT 21 A DISTANCE OF 33.28 FEET TO A NORTHWESTERLY CORNER OF SAID LOT 21; THENCE N67°06'18\"E ALONG A NORTHERLY LINE OF SAID LOT 21 A DISTANCE OF 29.84 FEET; THENCE S19°36'59\"W A DISTANCE OF 31.49 FEET; THENCE S79°56'56\"E A DISTANCE OF 179.56 FEET TO A POINT ON THE EAST LINE OF SAID LOT 21; THENCE S19°24'14\"W ALONG SAID EAST LINE OF LOT 21 A DISTANCE OF 18.24 FEET TO THE SOUTHEAST CORNER OF SAID LOT 21; THENCE N79°56'56\"W ALONG THE SOUTH LINE OF SAID LOT 21 A DISTANCE OF 201.94 FEET TO THE POINT OF BEGINNING. SAID PERMANENT DRAINAGE EASEMENT CONTAINS 4,146 SQUARE FEET OR 0.10 ACRES MORE OR LESS.



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 DATE: Oct 03, 2007 12:50pm
 USER: zloomis
 XREFS: 061410_7th_row

PROJECT NO: 006-1410	DRAINAGE EASEMENT	 201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752	EXHIBIT
DRAWN BY: ZLL	LOT 21, BLOCK 1, SUMMERFIELD ESTATES SEVENTH SUBD.		1
DATE: 9/07			

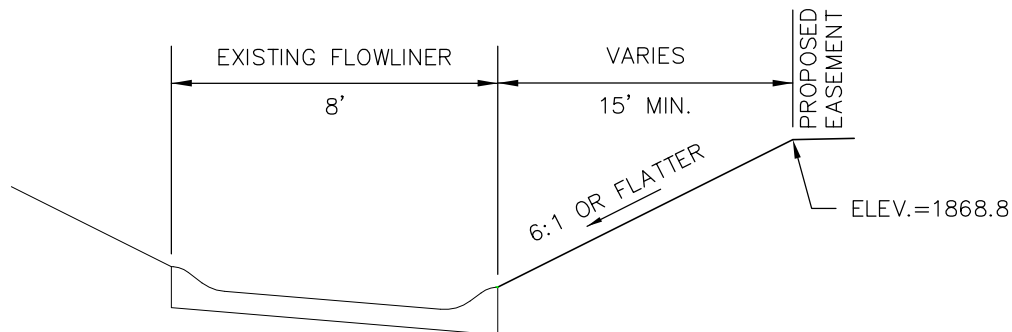
DRAINAGE EASEMENT



EASEMENT DESCRIPTION

A PERMANENT DRAINAGE EASEMENT CONSISTING OF PART OF LOT 22, BLOCK 1 OF SUMMERFIELD ESTATES SEVENTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 22, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S65°15'58"E ALONG THE NORTH LINE OF SAID LOT 22 A DISTANCE OF 25.30 FEET; THENCE S01°06'05"W A DISTANCE OF 91.49 FEET; THENCE S19°36'59"W A DISTANCE OF 93.41 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 22; THENCE S67°06'18"W ALONG SAID SOUTH LINE OF LOT 22 A DISTANCE OF 29.84 FEET TO THE SOUTHWEST CORNER OF SAID LOT 22; THENCE N19°36'59"E ALONG A WESTERLY LINE OF SAID LOT 22 A DISTANCE OF 106.80 FEET TO A WESTERLY CORNER OF SAID LOT 22; SAID POINT ALSO BEING A EASTERLY CORNER OF LOT 14, BLOCK 3 OF SUMMERFIELD ESTATES FOURTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA; THENCE N00°08'06"E ALONG A EASTERLY LINE OF SAID LOT 22, BLOCK 1 OF SUMMERFIELD ESTATES SEVENTH SUBDIVISION A DISTANCE OF 101.76 FEET TO THE POINT OF BEGINNING. SAID PERMANENT DRAINAGE EASEMENT CONTAINS 4,433 SQUARE FEET OR 0.10 ACRES MORE OR LESS.

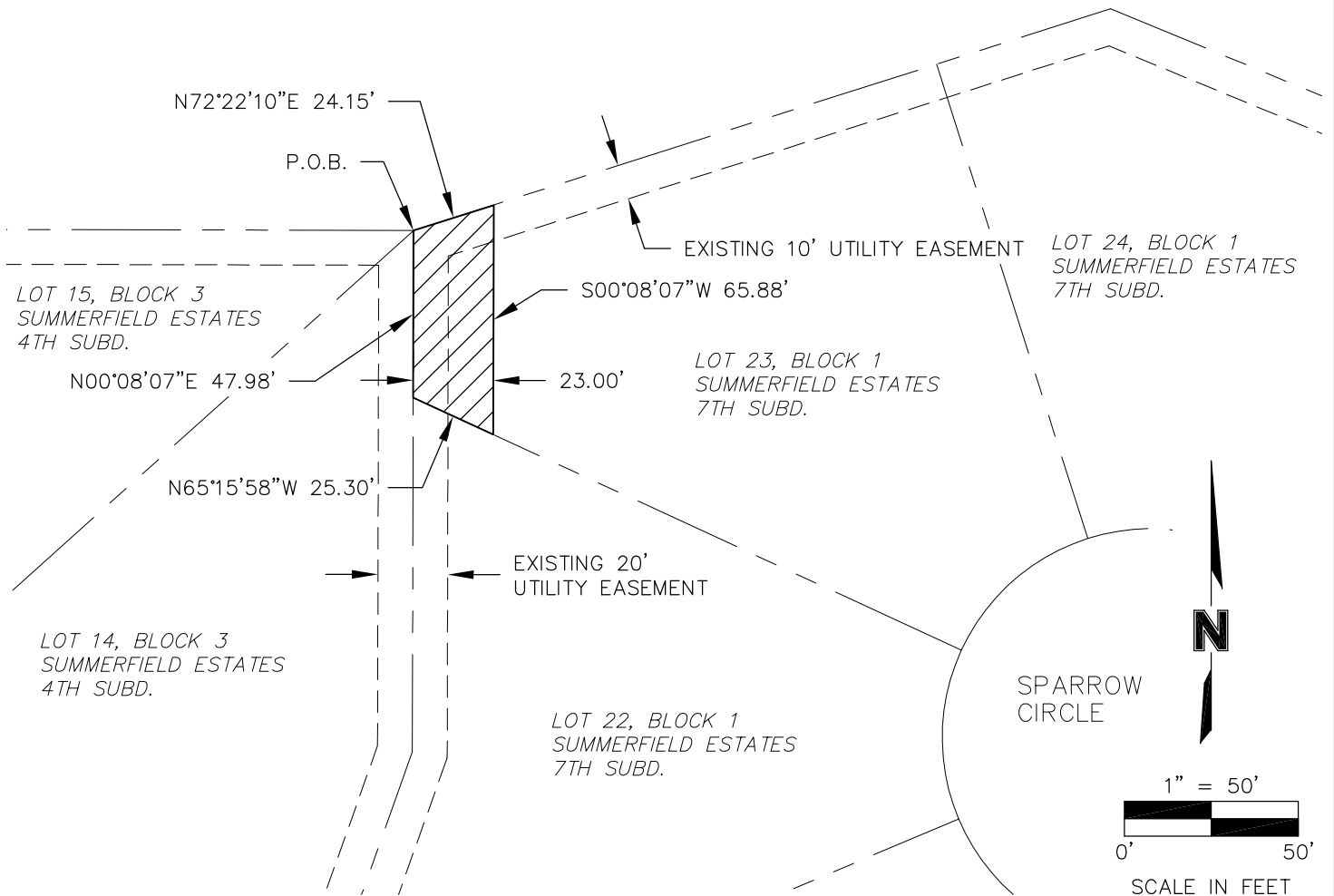


EASEMENT DETAIL
NOT TO SCALE

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 DATE: Oct 03, 2007 12:50pm
 USER: zloomis
 XREFS: 061410_7th_row

PROJECT NO: 006-1410	DRAINAGE EASEMENT LOT 22, BLOCK 1, SUMMERFIELD ESTATES SEVENTH SUBD.	201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752	EXHIBIT
DRAWN BY: ZLL			1
DATE: 9/07			

DRAINAGE EASEMENT




EASEMENT DESCRIPTION

A PERMANENT DRAINAGE EASEMENT CONSISTING OF PART OF LOT 23, BLOCK 1 OF SUMMERFIELD ESTATES SEVENTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 23, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N72°22'10"E ALONG THE NORTH LINE OF SAID LOT 23 A DISTANCE OF 24.15 FEET; THENCE S00°08'07"W A DISTANCE OF 65.88 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 23; THENCE N65°15'58"W ALONG SAID SOUTHWESTERLY LINE OF LOT 23 A DISTANCE OF 25.30 FEET TO THE SOUTHWEST CORNER OF SAID LOT 23; THENCE N00°08'07"E ALONG THE WEST LINE OF SAID LOT 23 A DISTANCE OF 47.98 FEET TO THE POINT OF BEGINNING. SAID PERMANENT DRAINAGE EASEMENT CONTAINS 1,309 SQUARE FEET OR 0.03 ACRES MORE OR LESS.

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 DWG: F:\Projects\20061410\G1061410\DWG\061410_DRN-ESMNT.dwg
 DATE: Oct 03, 2007 12:51pm
 XREFS: 061410_7th_row

PROJECT NO: 006-1410	DRAINAGE EASEMENT	 201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752	EXHIBIT
DRAWN BY: ZLL	LOT 23, BLOCK 1, SUMMERFIELD ESTATES SEVENTH SUBD.		1
DATE: 9/07			



City of Grand Island

Tuesday, October 09, 2007

Council Session

Item G1

Approving Minutes of September 25, 2007 City Council Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

September 25, 2007

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 25, 2007. Notice of the meeting was given in *The Grand Island Independent* on September 19, 2007.

Mayor Margaret Hornady called the meeting to order at 7:00 p.m. The following City Council members were present: Councilmember's Brown, Haase, Zapata, Nickerson, Gericke, Carney, Gilbert, Niemann, and Meyer. Councilmember Whitesides was absent. The following City Officials were present: City Administrator Jeff Pederson, City Clerk RaNae Edwards, Finance Director David Springer, City Attorney Dale Shotkoski, and Public Works Director Steve Riehle.

INVOCATION was given by Reverend Hart Edmonds, First Presbyterian Church, 2103 West Anna Street followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Hornady acknowledged Community Youth Council members Lauren Shoemaker and Ashley Cahlua along with CYC Board member Officer Carole Ostdiek.

PUBLIC HEARINGS:

Public Hearing on Request from Camargo Family Market, Inc. dba Camargo Family Market, 304 West 15th Street for a Class "D" Liquor License. RaNae Edwards, City Clerk reported that an application had been received from Camargo Family Market, Inc. dba Camargo Family Market, 304 West 15th Street for a Class "D" Liquor License. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on August 22, 2007; notice to the general public of date, time, and place of hearing published on September 15, 2007; notice to the applicant of date, time, and place of hearing mailed on August 22, 2007; along with Chapter 4 of the City Code. Staff recommended denial because of "Falsification of Application" under Nebraska Liquor Control Rules and Regulations Section 53-131.01 and Chapter 2 Section 010.01. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located on the Northeast Corner of US Highway 34 and US Highway 281 (College Park of Grand Island). Gary Mader, Utilities Director reported that acquisition of a utility easement located on the northeast corner of Highway 34 and Highway 281 was needed in order to have access to install, upgrade, maintain, and repair all utilities. This easement would be used to provide a single phase pad-mounted transformer to provide electricity for a new digital sign. No public testimony was heard.

ORDINANCES:

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

#9140 – Consideration of Salary Ordinance

#9141 – Consideration of Creation of Sidewalk District No. 1, 2007

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 Haase second the motion. Upon roll call vote, all voted aye. Motion adopted.

Brenda Sutherland, Human Resources Director reported that Ordinance #9140 covered the changes to the AFSCME union contract along with housekeeping changes for City Administrator mileage in the amount of \$500.00 per month and change to the Police Captain ranges.

Motion by Gilbert, second by Nickerson to approve Ordinance #9140.

City Clerk: Ordinance #9140 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 Brown, Carney, Gericke, Gilbert, Haase, Nickerson, Niemann, and Zapata voted aye. Councilmember Meyer voted no. Motion adopted.

City Clerk: Ordinance #9140 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 Brown, Carney, Gericke, Gilbert, Haase, Nickerson, Niemann, and Zapata voted aye. Councilmember Meyer voted no. Motion adopted.

Mayor: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9140 is declared to be lawfully adopted upon publication as required by law.

#9141 – Consideration of Creation of Sidewalk District No. 1, 2007

Steve Riehle, Public Works Director reported that Ordinance #9141 would create Sidewalk District No. 1, 2007 for those properties who had not installed their sidewalks by the deadline of July 31, 2007. Discussion was held concerning the number of properties. Mr. Riehle explained the assessment process.

Motion by Gilbert, second by Haase to approve Ordinance #9141.

City Clerk: Ordinance #9141 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 #9141 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: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9141 is declared to be lawfully adopted upon publication as required by law.

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

Approving Minutes of September 11, 2007 City Council Regular Meeting.

Approving Minutes of September 18, 2007 City Council Study Session.

Approving Re-Appointment of Barry Sandstrom to the Community Redevelopment Authority Board.

Approving Re-Appointment of Scott Ericksen to the Regional Planning Commission.

Approving Garbage Permits for Central Waste Disposal, 147 East Roberts; Clark Brothers Sanitation, 3080 West 2nd Street; Heartland Disposal, 2423 W. Old Lincoln Highway; Mid-Nebraska Disposal, 3080 West 2nd Street and Refuse Permits for Full Circle, Inc., 4331 Juergen Road and Scott's Hauling, 3230 Westside Street.

#2007-230 – Approving Acquisition of Utility Easement Located on the Northeast Corner of US Highway 34 and US Highway 281 (College Park of Grand Island).

#2007-231 – Approving Bid Award for Railroad Track repair at Platte Generating Station with Judds Bros. Construction Co. of Lincoln, Nebraska in an Amount of \$73,429.00.

#2007-232 – Approving Bid Award for Replace Roof at Fire Station No. 3 with Husker Sales and Distribution, Inc. of Grand Island, Nebraska in an Amount of \$38,461.00.

#2007-233 – Approving Grant Funding for Gang Resistance Education and Training (GREAT) Program in the Amount of \$31,889.00.

#2007-234 – Approving Amendment No. 1 to the Interlocal Agreement with the Grand Island Community Redevelopment Authority.

#2007-235 – Approving Purchase of a Skid Steer loader for Use in Concrete Repair Operations at the Street Division with Central Nebraska Bobcat of Grand Island, Nebraska in an Amount of \$6.00 per Operating Hour, or Approximately \$3,000.00.

REQUESTS AND REFERRALS:

Consideration of Request from Galen Stehlik, Attorney on Behalf of Juan Valle for Non-Conforming Use Located at 1120 North Eddy Street. Craig Lewis, Building Department Director reported this request was for the operation of an automotive repair facility located at 1120 North Eddy Street. Mr. Lewis recommended approval with the conditions that all required parking be provided as per City Code and that the right of way adjacent to Eddy Street be cleared of debris, sand and concrete piles and maintained as green space.

Motion by Nickerson, second by Zapata to approve the request from Galen Stehlik with the recommended stipulations.

Motion by Gericke to amend the motion to include hours of operation, not to start before 6:00 a.m. and to commence operations at 9:00 pm. including no operations on Sunday mornings. Second by Meyer.

Discussion was held regarding the enforcement of this motion, City Code regulations already in place, restrictions on this business, and the affect on other businesses. Stacie Goding Attorney and Juan Valle, owner commented that all conditions recommended by council would be followed.

Upon roll call vote of the amendment, Councilmember's Zapata, Gericke and Meyer voted aye. Councilmember's Brown, Haase, Nickerson, Carney, Gilbert, and Niemann voted no. Motion failed.

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

RESOLUTIONS:

#2007-236 – Consideration of Approving Request of Camargo Family Market, Inc. dba Camargo Family Market, 304 West 15th Street for a Class “D” Liquor License and Request from Shelia Camargo, 304 West 15th Street for a Liquor Manager Designation. RaNae Edwards, City Clerk reported that this item related to the aforementioned Public Hearing.

Motion by Gilbert, second by Brown to approve Resolution 2007-236 and the request from Shelia Camargo for Liquor Manager Designation contingent upon Ms. Camargo completing a state approved alcohol server/seller training program.. Upon roll call vote, all voted aye. Motion adopted.

#2007-237 – Consideration of Directing Property Owner to Repair Sidewalk at 1504 N Broadwell Avenue. Steve Riehle, Public Works Director reported that a letter was sent to Grim's Home Repair, Inc. on August 1, 2007 concerning necessary repairs to the sidewalk at 1504 North Broadwell Avenue to be completed by August 23, 2007. To date those repairs have not taken place and the Public Works Department is requesting a resolution giving the property owner 10 days to repair the sidewalk otherwise the City will make the necessary repairs with all costs being the responsibility of Grim's Home Repair, Inc.

Discussion was held concerning trees close to the curb and the time limit given to Grim's Home Repair. Wes Nespor, Attorney explained the state statutes for nuisance abatement and the 10 day time limit to repair the sidewalk.

Motion by Meyer, second by Brown to approve Resolution #2007-237. Upon roll call vote, Councilmember's Brown, Haase, Zapata, Nickerson, Gericke, Carney, Niemann and Meyer voted aye. Councilmember Gilbert voted no. Motion adopted.

#2007-238 – Consideration of Approving AFSCME Contract. Brenda Sutherland, Human Resources Director reported that city staff had negotiated a contract with the AFSCME (American Federation of State, County, and Municipal Employees), Local 251 union. The four year contract will be effective October 1, 2007 and will expire on September 30, 2011. Mike Davis, AFSCME union steward was present.

Motion by Gilbert, second by Nickerson to approve Resolution #2007-238. Upon roll call vote, all voted aye. Councilmember Meyer abstained. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Brown, second by Haase to approve the Claims for the period of September 12, 2007 through September 25, 2007, for a total amount of \$4,541,687.26. Motion adopted unanimously.

ADJOURNMENT: The meeting was adjourned at 8:40 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, October 09, 2007

Council Session

Item G2

#2007-239 - Approving City Council Meeting Schedule for 2008

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk
Meeting: October 9, 2007
Subject: City Council Meeting Schedule for 2008
Item #'s: G-2
Presenter(s): RaNae Edwards, City Clerk

Background

Grand Island City Code Chapter 2 specifies that Regular Meetings of the City Council shall be held in the Council Chambers of City Hall on the second and fourth Tuesdays of each month beginning at 7:00 p.m. City Council approved Ordinance No. 9009 on September 27, 2005 amending Chapter 2 of the Grand Island City Code allowing Study Sessions to be held at the discretion of the City Council.

Discussion

The City Clerk has prepared the proposed 2008 meeting schedule. This provides for the first City Council meeting to be a Regular Meeting on Tuesday, January 8, 2008. See attached proposed meeting dates.

Alternatives

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

1. Move to approve the 2008 meeting schedule as presented
2. Refer the issue to a Committee
3. Modify the 2008 meeting schedule to meet the wishes of the Council
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the proposed 2008 City Council meeting schedule.

Sample Motion

Move to approve the 2008 City Council meeting schedule as proposed.

PROPOSED

2008

CITY COUNCIL MEETING DATES

January 8, 2008

July 8, 2008

January 22, 2008

July 22, 2008

February 12, 2008

August 12, 2008

February 26, 2008

August 26, 2008

March 11, 2008

September 9, 2008

March 25, 2008

September 23, 2008

April 8, 2008

October 14, 2008

April 22, 2008

October 28, 2008

May 13, 2008

November 4, 2008

May 27, 2008

November 18, 2008

June 10, 2008

December 2, 2008

June 24, 2008

December 16, 2008

RESOLUTION 2007-239

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City Council of the City of Grand Island, Nebraska will meet in the Council Chambers, 100 East First Street at 7:00 p.m. on the below-mentioned dates:

2008 City Council Meetings:

January 8, 2008
January 22, 2008
February 12, 2008
February 26, 2008
March 11, 2008
March 25, 2008
April 8, 2008
April 22, 2008
May 13, 2008
May 27, 2008
June 10, 2008
June 24, 2008
July 8, 2008
July 22, 2008
August 12, 2008
August 26, 2008
September 9, 2008
September 23, 2008
October 14, 2008
October 28, 2008
November 4, 2008
November 18, 2008
December 2, 2008
December 16, 2008

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on October 9, 2007.

Margaret Hornady, Mayor

Attest:

Approved as to Form	☐ _____
October 4, 2007	☐ City Attorney

RaNae Edwards, City Clerk

Approved as to Form ✕ _____
October 4, 2007 ✕ City Attorney



City of Grand Island

Tuesday, October 09, 2007

Council Session

Item G3

**#2007-240 - Approving Agreement for Funding with the Clean
Community System**

Staff Contact: David Springer

Council Agenda Memo

From: David Springer, Finance Director

Meeting: October 9, 2007

Subject: Approving Funding Contracts for Outside Agencies

Item #'s: G-3 through G-11 & G-19

Presenter(s): David Springer, Finance Director

Background

As part of the City's budget process, Outside Agencies were asked to and submitted their budget requests. These were detailed in the Budget in Brief for 2007-2008 and reviewed with Council at the July 10, 2007 Regular Meeting. Resolution #2007-160A approved the funding for the Outside Agencies.

Discussion

Resolutions #2007-240 through #2007-248 and #2007-256 are agreements with these agencies to provide their services. The only changes to funding as presented by Administration were to include the Central Nebraska Ethnic Festival in the amount of \$900. No agreements are needed with the Humane Society or Health Department, as there are current inter-local agreements in place with them which details their services.

Alternatives

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

1. Move to approve the contracts with the Outside Agencies
2. Postpone the issue to future date
3. Modify the Resolution to meet the wishes of the Council

Recommendation

City Administration recommends that the Council approve the Outside Agency agreements.

Sample Motion

Move to approve the Funding Agreements for the Outside Agencies.

AGREEMENT

THIS AGREEMENT is made and entered into this 14 day of September, 2007, by and between the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation, hereinafter referred to as "City", and GRAND ISLAND AREA - CLEAN COMMUNITY SYSTEM, hereinafter referred to as "CCS".

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

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

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

WHEREAS, the City desires to contract with CCS to perform certain services associated with environmental, solid waste and recycling matters.

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

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

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

(B) Develop and print 20,500 recycling brochures annually, updating recycling opportunities in Grand Island.

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

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

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

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

(G) Endorse and encourage recycling through educational presentations.

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

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

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

2. COMPENSATION. In consideration of the CCS performing the services provided for in this agreement, the City agrees to pay the CCS twenty thousand dollars (\$20,000.00). Payment shall be made upon execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

3. TERM. This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2008.

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

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

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

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

By: _____
Margaret Hornady, Mayor

Attest: _____
RaNae Edwards, City Clerk

GRAND ISLAND AREA - CLEAN
COMMUNITY SYSTEM

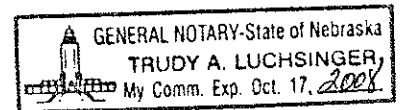
By:  _____
Betty Curtis, Executive Coordinator

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On Sept. 14th, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Betty Curtis, Executive Coordinator for the Grand Island Area - Clean Community System, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

Trudy A. Luchsinger
Notary Public



R E S O L U T I O N 2007-240

WHEREAS, the City is authorized to establish and provide for the support of any service, facility, or system required by the Integrated Solid Waste Management Act; and

WHEREAS, the City desires to contract with Grand Island Area - Clean Community System to perform certain services associated with environmental education which are required by the Integrated Solid Waste Management Act; and

WHEREAS, the City agrees to pay Grand Island Area - Clean Community System \$20,000 for performing agreed upon services during the 2007-2008 fiscal year as outlined in the agreement.

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 sign on behalf of the City of Grand Island, the agreement by and between the City and Grand Island Area - Clean Community System to perform services associated with environmental education.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on October 9, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 4, 2007	☐ City Attorney



City of Grand Island

Tuesday, October 09, 2007

Council Session

Item G4

#2007-241 - Approving Agreement for Funding with Hope Harbor

Staff Contact: David Springer

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and **HOPE HARBOR**, a Nebraska non-profit corporation.

WHEREAS, the City is authorized pursuant to Neb. Rev. Stat. §16-246 to maintain the peace, good government, and welfare of the City, and for promoting the public health, safety, convenience, comfort, morals and the general interests and welfare of the inhabitants of the city; and

WHEREAS, Hope Harbor provides a variety of services to needy, homeless and near homeless families located in Grand Island; and

WHEREAS, the City desires to contract with Hope Harbor to assist in the costs of providing a transitional shelter for the needy, homeless and near homeless families of this community, and for providing emergency services to such individuals.

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

1. **Responsibilities.** Hope Harbor agrees to provide and maintain a transitional shelter for the needy, homeless and near homeless families of the Grand Island community, and shall continue to provide emergency services and referrals to the needy and other service providers.
2. **Compensation.** In consideration of Hope Harbor performing the services provided for in this agreement, the City agrees to pay Hope Harbor Four Thousand Five Hundred Dollars (\$4,500.00). Such payment to be paid upon the execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.
3. **Term.** This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2008.
4. **Limitation.** Hope Harbor hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated in their budget presentation for the 2007-2008 fiscal year.
5. **Entire Agreement.** This agreement constitutes the entire agreement between the City and Hope Harbor notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

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

CITY OF GRAND ISLAND, NEBRASKA,
A municipal corporation,

By: _____
Margaret Hornady, Mayor

Attest: _____
RaNae Edwards, City Clerk

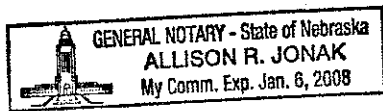
HOPE HARBOR,
A Nebraska non-profit corporation,

By: *Marvin L. Andersen*
~~Executive Director~~ *President Board of Directors*

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On September 14, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Marvin L. Andersen ^{*president*} ~~Executive Director~~ of Hope Harbor, a Nebraska Non-Profit Corporation, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.



Allison R. Jonak
Notary Public

R E S O L U T I O N 2007-241

WHEREAS, the City is authorized by state law to contract with Hope Harbor, formerly known as Community Humanitarian Resource Center, a non-profit agency, to assist in the operation of a transitional homeless shelter, emergency services and referrals to the needy and other service providers in the Grand Island area; and

WHEREAS, the City desires to enter into a contract with Hope Harbor to provide such services; and

WHEREAS, the City shall provide funding to Hope Harbor in the amount of \$4,500 during fiscal year 2007-2008 for performing agreed upon services as outlined in the agreement; and

WHEREAS, such funding was approved by the Mayor and City Council pursuant to adopted budget statements and annual appropriation ordinance.

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 sign on behalf of the City of Grand Island, an agreement by and between the City and Hope Harbor to assist in the operation of the transitional homeless shelter in Grand Island, and to offer emergency services and referrals to the needy and other service providers in the Grand Island area.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on October 9, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 4, 2007	☐ City Attorney



City of Grand Island

Tuesday, October 09, 2007

Council Session

Item G5

**#2007-242 - Approving Agreement for Funding with the
Convention & Visitors Bureau**

Staff Contact: David Springer

AGREEMENT

THIS AGREEMENT is made and entered into this 13th day of September, 2007, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and the **GRAND ISLAND HALL COUNTY CONVENTION & VISITORS BUREAU**, a non-profit agency, hereinafter referred to as "CVB".

WHEREAS, the City is authorized pursuant to Neb. Rev. Stat. §16-246 to maintain the peace, good government, and welfare of the City, and for promoting the public health, safety, convenience, comfort, morals and the general interests and welfare of the inhabitants of the city; and

WHEREAS, CVB promotes and markets convention business and tourism to the Grand Island/Hall County area; and

WHEREAS, the City desires to contract with CVB to continue coordination efforts to attract and pursue such convention business and tourists to this area.

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

1. **Responsibilities.** CVB shall market and promote the City of Grand Island for the purpose of attracting convention business and tourists to the Grand Island community.
2. **Compensation.** In consideration of CVB performing the services provided for in this agreement, the City agrees to pay CVB Ten Thousand Dollars (\$10,000.00). Such amount to be paid upon the execution of this agreement by all parties, and approval of this agreement by the Grand Island City Council.
3. **Term.** This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2008.
4. **Limitation.** CVB hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated herein.
5. **Entire Agreement.** This agreement constitutes the entire agreement between the City and CVB notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

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

CITY OF GRAND ISLAND, NEBRASKA,
A municipal corporation,

By: _____
Margaret Hornady, Mayor

Attest: _____
RaNae Edwards, City Clerk

GRAND ISLAND HALL COUNTY
CONVENTION AND VISITORS
BUREAU, a Nebraska non-profit agency,

By: Renee A. Seifert
Renee A. Seifert, Executive Director

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On SEP 13, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Renee A. Seifert, Executive Director of the Grand Island Hall County Convention and Visitors Bureau, a Nebraska non-profit agency, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

Janet K. Wright
Notary Public



RESOLUTION 2007-242

WHEREAS, the City is authorized by state law to contract with the Grand Island Hall County Convention and Visitors Bureau, a non-profit agency, to market and promote tourism and convention activities in the area; and

WHEREAS, the City desires to enter into a contract with the Grand Island Hall County Convention and Visitors Bureau to provide such services; and

WHEREAS, it is recommended that the City provide funding to the Grand Island Hall County Convention and Visitors Bureau in the amount of \$10,000 during fiscal year 2007-2008 for performing agreed upon services as outlined in the agreement.

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 sign on behalf of the City of Grand Island, an agreement by and between the City and the Grand Island Hall County Convention and Visitors Bureau to provide funding in the amount of \$10,000 in support of tourism and convention activities in the Grand Island area.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on October 9, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 09, 2007

Council Session

Item G6

#2007-243 - Approving Agreement for Funding with the Crisis Center, Inc.

Staff Contact: David Springer

AGREEMENT

THIS AGREEMENT is made and entered into this 26th day of September, 2007, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and the **CRISIS CENTER, INC.**, a non-profit agency.

WHEREAS, the City is authorized pursuant to Neb. Rev. Stat. §16-246 to preserve order and secure persons or property from violence, danger and destruction; and

WHEREAS, the Crisis Center provides a 24-hour per day service for victims of family violence and sexual assault; and

WHEREAS, the City desires to contract with the Crisis Center to perform certain services associated with victims of family violence and sexual assault.

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

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

(A) Provide a safe shelter for victims and victims' family members who are in danger or when there is a threat of danger.

(B) Provide emergency and support transportation to enable victims and victims' family members to access law enforcement agencies, medical treatment, necessary support agencies, court hearings, and/or a safer environment.

(C) Provide medical attention, if needed, and obtain prescriptions (if not covered by client's insurance or through Medicaid).

(D) Assist in filing protection orders.

(E) Provide clothing/food to persons forced to leave their home without time to pack belongings.

(F) Provide child care while the victim are seeking housing, jobs, and keeping appointments with human service agencies.

(G) Assist victims in developing plans to address goals, feelings, roadblocks and services in the community.

(H) Provide support to victims during criminal and civil court proceedings.

(I) Provide support groups to address domestic violence, sexual assault, and teen dating violence issues.

(J) Conduct presentations on date rape, dating violence, domestic violence, elder abuse, rape, acquaintance rape, incest, child abuse, and suicide issues and concerns to school groups, civic organizations and governmental agencies.

2. COMPENSATION. In consideration of the Crisis Center performing the services provided for in this agreement, the City agrees to pay the Crisis Center Twelve Thousand Dollars (\$12,000.00). Such amount shall be paid upon the execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

3. TERM. This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2008.

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

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

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

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

By: _____

Margaret Hornady, Mayor

Attest: _____

RaNae Edwards, City Clerk

THE CRISIS CENTER, INC.,
A Non-Profit Agency,

By: _____

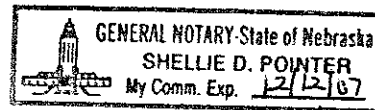
Chairperson of the Board of Directors

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On September 26, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Janis Garrett, Chairperson of the Board of Directors of the Crisis Center, Inc., a Non-Profit Agency, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his/her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

Shellie Pointer
Notary Public



R E S O L U T I O N 2007-243

WHEREAS, the City is authorized by state law to contract with The Crisis Center, Inc., a non-profit agency, to provide services to victims of family violence and sexual assault; and

WHEREAS, the City desires to enter into a contract with the Crisis Center to provide such services to victims of family violence and sexual assault; and

WHEREAS, the City shall provide funding to the Crisis Center in the amount of \$12,000 during fiscal year 2007-2008 for performing agreed upon services as outlined in the agreement; and

WHEREAS, such funding was approved by the Mayor and City Council pursuant to adopted budget statements and annual appropriation ordinance.

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 sign on behalf of the City of Grand Island, an agreement by and between the City and The Crisis Center, Inc. to provide services to victims of family violence and sexual assault.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on October 9, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 09, 2007

Council Session

Item G7

#2007-244 - Approving Agreement for Funding with the Grand Island Area Council for International Visitors

Staff Contact: David Springer

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and the **GRAND ISLAND AREA COUNCIL FOR INTERNATIONAL VISITORS**, a non-profit agency, hereinafter referred to as "CIV".

WHEREAS, the City is authorized pursuant to Neb. Rev. Stat. §16-246 to maintain the peace, good government, and welfare of the City, and for promoting the public health, safety, convenience, comfort, morals and the general interests and welfare of the inhabitants of the city; and

WHEREAS, CIV designs and implements professional programs and provides cultural activities and home hospitality opportunities for foreign leaders, specialists and international scholars; and

WHEREAS, the City desires to contract with CIV to coordinate visits from international guests in promoting the various aspects of the community.

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

1. **Responsibilities.** CIV shall maintain a group of trained persons available to coordinate arrangements with international guests to promote the Grand Island community. The City will provide administrative assistance in compiling press releases, providing agendas and fax services.

2. **Compensation.** In consideration of CIV performing the services provided for in this agreement, the City agrees to pay CIV One Thousand Dollars (\$1,000.00). Such amount to be paid upon the execution of this agreement by all parties, and approval of this agreement by the Grand Island City Council.

3. **Term.** This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2008.

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

5. **Entire Agreement.** This agreement constitutes the entire agreement between the City and CIV notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

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

CITY OF GRAND ISLAND, NEBRASKA,
A municipal corporation,

By: _____
Margaret Hornady, Mayor

Attest: _____
RaNae Edwards, City Clerk

GRAND ISLAND AREA COUNCIL FOR
INTERNATIONAL VISITORS, a Nebraska
non-profit agency,

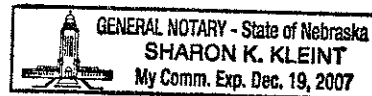
By: C. Roger Nelson
Roger Nelson, President

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On Sept 18, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Roger Nelson, President of the Grand Island Area Council for International Visitors, a Nebraska non-profit agency, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

Sharon K Kleint
Notary Public



RESOLUTION 2007-244

WHEREAS, the City is authorized by state law to contract with the Grand Island Area Council For International Visitors, a non-profit agency, to provide cultural activities and home hospitality opportunities for foreign leaders, specialists and international scholars in promoting the various aspects of the Grand Island community; and

WHEREAS, the City desires to enter into a contract with the Grand Island Area Council for International Visitors to provide such services; and

WHEREAS, it is recommended that the City provide funding to the Grand Island Area Council for International Visitors in the amount of \$1,000 during fiscal year 2007-2008 for performing agreed upon services as outlined in the agreement.

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 sign on behalf of the City of Grand Island, an agreement by and between the City and the Grand Island Area Council for International Visitors to provide funding in the amount of \$1,000 in support of cultural activities and home hospitality opportunities for foreign leaders, specialists and international scholars in promoting the various aspects of the Grand Island community.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on October 9, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 09, 2007

Council Session

Item G8

#2007-245 - Approving Agreement for Funding with the Grand Island Multicultural Coalition

Staff Contact: David Springer

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and **THE MULTICULTURAL COALITION**, a Nebraska non-profit corporation.

WHEREAS, the City is authorized pursuant to Neb. Rev. Stat. §16-246 to maintain the peace, good government, and welfare of the City, and for promoting the public health, safety, convenience, comfort, morals and the general interests and welfare of the inhabitants of the city; and

WHEREAS, The Multicultural Coalition was formed to respond to the needs of the increasingly culturally diverse city of Grand Island; and

WHEREAS, the City desires to contract with The Multicultural Coalition to provide a comprehensive service delivery center that serves new immigrants, reduces duplication of services, better utilizes the time of clients and service providers, eliminates barriers to services, and stretches limited financial resources of service providers.

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

1. **Responsibilities.** The Multicultural Coalition agrees to provide a comprehensive service delivery center that serves new immigrants, reduces duplication of services, better utilizes the time of clients and service providers, eliminates barriers to services, and stretches limited financial resources of service providers.

2. **Compensation.** In consideration of The Multicultural Coalition performing the services provided for in this agreement, the City agrees to pay The Multicultural Coalition Ten Thousand Dollars (\$10,000.00). Such payment to be paid upon the execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

3. **Term.** This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2008.

4. **Limitation.** The Multicultural Coalition hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated in their budget presentation for the 2007-2008 fiscal year.

5. **Entire Agreement.** This agreement constitutes the entire agreement between the City and The Multicultural Coalition notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

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

CITY OF GRAND ISLAND, NEBRASKA,
A municipal corporation,

By: _____
Margaret Hornady, Mayor

Attest: _____
RaNae Edwards, City Clerk

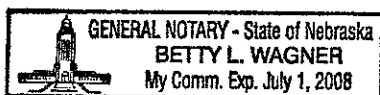
THE MULTICULTURAL COALITION,
a Nebraska non-profit corporation,

By: *Odalys Perez*
Odalys Perez, Director
Stephen Paul, President

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On September 14, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Odalys Perez, Director of The Multicultural Coalition, a Nebraska Non-Profit Corporation, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.



Betty L. Wagner
Notary Public

R E S O L U T I O N 2007-245

WHEREAS, the City is authorized by state law to contract with The Multicultural Coalition, a non-profit agency, to provide for the needs of the increasingly culturally diverse city of Grand Island; and

WHEREAS, the City desires to enter into a contract with The Multicultural Coalition to provide a comprehensive service delivery center that serves new immigrants, reduces duplication of services, better utilizes the time of clients and service providers, eliminates barriers to services and stretches limited financial resources of service providers; and

WHEREAS, the City shall provide funding to The Multicultural Coalition in the amount of \$10,000 during fiscal year 2007-2008 for performing agreed upon services as outlined in the agreement; and

WHEREAS, such funding was approved by the Mayor and City Council pursuant to adopted budget statements and annual appropriation ordinance.

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 sign on behalf of the City of Grand Island, an agreement by and between the City and The Multicultural Coalition to provide services to the increasingly culturally diverse City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on October 9, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form <input type="checkbox"/> _____	
October 4, 2007	<input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, October 09, 2007

Council Session

Item G9

#2007-246 - Approving Agreement for Funding with the Retired Senior Volunteer Program

Staff Contact: David Springer

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and **RETIRED SENIOR VOLUNTEER PROGRAM**, hereinafter referred to as "RSVP".

WHEREAS, the City is authorized pursuant to Neb. Rev. Stat. §16-255 to contract with state agencies, political subdivisions, and private non-profit agencies to plan, initiate, operate, maintain, administer funding for, and evaluate facilities, programs and services designed to meet the needs of elderly persons; and

WHEREAS, RSVP provides volunteer services of persons 55 years of age and older to various non-profit agencies and groups that provide needed services to our community; and

WHEREAS, the City desires to contract with RSVP to perform certain voluntary services for various non-profit agencies and groups.

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

1. **Responsibilities.** RSVP agrees to perform the following services pursuant to this agreement:

(A) Provide volunteer services of persons 55 years of age and older to various non-profit agencies and groups in response to community needs.

(B) Meet with volunteers to determine areas of interest and talents for placement with non-profit organizations.

(C) Provide recognition to the volunteers for their efforts.

(D) Maintain documentation on reimbursement of volunteer expenses relating to travel and insurance.

(E) Provide staff, equipment and supplies to continue the program.

2. **Compensation.** In consideration of RSVP performing the services provided for in this agreement, the City agrees to pay RSVP Ten Thousand Dollars (\$10,000.00). Such amount to be paid upon the execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

3. **Term.** This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2008.

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

5. **Entire Agreement.** This agreement constitutes the entire agreement between the City and RSVP notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

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

CITY OF GRAND ISLAND, NEBRASKA,
A municipal corporation,

By: _____
Margaret Hornady, Mayor

Attest: _____
RaNae Edwards, City Clerk

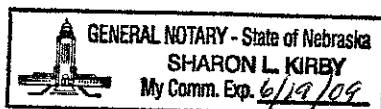
RETIRED SENIOR VOLUNTEER
PROGRAM, a non-profit agency,

By: Sharon Corda
Senior Corps Director

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On Sept. 14th, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Sharon Corda Senior Corps Director for the Retired Senior Volunteer Program, a Non-Profit Agency, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.



Sharon Kirey
Notary Public

R E S O L U T I O N 2007-246

WHEREAS, the City is authorized by state law to contract with Retired Senior Volunteer Program, a non-profit agency, to provide volunteer services of persons 55 years of age and older to various non-profit agencies and groups that provide needed services to our community; and

WHEREAS, the City desires to enter into a contract with Retired Senior Volunteer Program to provide such services; and

WHEREAS, the City shall provide funding to Retired Senior Volunteer Program in the amount of \$10,000 during fiscal year 2007-2008 for performing agreed upon services as outlined in the agreement; and

WHEREAS, such funding was approved by the Mayor and City Council pursuant to adopted budget statements and annual appropriation ordinance.

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 sign on behalf of the City of Grand Island, an agreement by and between the City and Retired Senior Volunteer Program to provide volunteer services of persons 55 years of age and older to various non-profit agencies and groups in response to community needs.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on October 9, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 4, 2007	☐ City Attorney



City of Grand Island

Tuesday, October 09, 2007

Council Session

Item G10

**#2007-247 - Approving Agreement for Funding with Senior
Citizens Industries, Inc.**

Staff Contact: David Springer

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and **SENIOR CITIZENS INDUSTRIES, INC.**, a Nebraska non-profit corporation, hereinafter referred to as "SCI".

WHEREAS, the City is authorized pursuant to Neb. Rev. Stat. §16-255 to contract with state agencies, political subdivisions, and private non-profit agencies to plan, initiate, operate, maintain, administer funding for, and evaluate facilities, programs and services designed to meet the needs of elderly persons; and

WHEREAS, SCI provides a variety of services to elderly and handicapped individuals; and

WHEREAS, the City desires to contract with SCI to provide the equipment, buildings, utilities and goods including food to provide services to elderly and handicapped individuals.

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

1. **Responsibilities.** SCI agrees to provide the equipment, buildings, utilities and goods including food to provide services to elderly and handicapped individuals.
2. **Compensation.** In consideration of SCI performing the services provided for in this agreement, the City agrees to pay SCI Fifteen Thousand Dollars (\$15,000.00). Such payment to be paid upon the execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.
3. **Term.** This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2008.
4. **Limitation.** SCI hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated in their budget presentation for the 2007-2008 fiscal year.
5. **Entire Agreement.** This agreement constitutes the entire agreement between the City and SCI notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

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

CITY OF GRAND ISLAND, NEBRASKA,
A municipal corporation,

By: _____
Margaret Hornady, Mayor

Attest: _____
RaNae Edwards, City Clerk

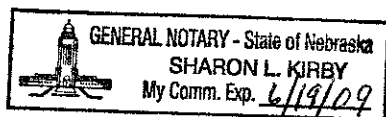
SENIOR CITIZENS INDUSTRIES, INC.,
a Nebraska non-profit corporation,

By: *Lois Stienike*
Lois Stienike, Executive Director

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On Sept 14th, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Lois Stienike, Executive Director of the Senior Citizens Industries, Inc., a Nebraska Non-Profit Corporation, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.



Sharon Kirby
Notary Public

RESOLUTION 2007-247

WHEREAS, the City is authorized by state law to contract with Senior Citizens Industries, Inc., a Nebraska non-profit corporation, to provide the equipment, buildings, utilities and goods including food to provide services to elderly and handicapped individuals; and

WHEREAS, the City desires to enter into a contract with Senior Citizens Industries, Inc. to provide such services; and

WHEREAS, the City shall provide funding to Senior Citizens Industries in the amount of \$15,000 during fiscal year 2007-2008 for performing agreed upon services as outlined in the agreement; and

WHEREAS, such funding was approved by the Mayor and City Council pursuant to adopted budget statements and annual appropriation ordinance.

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 sign on behalf of the City of Grand Island, an agreement by and between the City and Senior Citizen Industries, Inc. to provide the equipment, buildings, utilities and goods including food to provide services to elderly and handicapped individuals.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on October 9, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 4, 2007	☐ City Attorney



City of Grand Island

Tuesday, October 09, 2007

Council Session

Item G11

**#2007-248 - Approving Agreement for Funding with the Central
Nebraska Ethnic Festival**

Staff Contact: Wes Nespor, Assistant City Attorney

**AGREEMENT FOR OFFICE SPACE AND EQUIPMENT
BETWEEN THE CITY OF GRAND ISLAND
AND
THE CENTRAL NEBRASKA ETHNIC FESTIVAL**

THIS AGREEMENT is made and entered into this ____ day of _____, 2007, by and between the CITY OF GRAND ISLAND, NEBRASKA, A Municipal Corporation and THE CENTRAL NEBRASKA ETHNIC FESTIVAL, hereinafter referred to collectively as "The Parties" and individually as a "Party".

WITNESSETH:

WHEREAS, the Central Nebraska Ethnic Festival provides cultural opportunities for people in the Grand Island community of various ethnic backgrounds; and,

WHEREAS, it is in the best interests of the City of Grand Island to promote ethnic cultural events; and,

WHEREAS, the Central Nebraska Ethnic Festival has organized and operated the Central Nebraska Ethnic Festival; and,

WHEREAS, to organize, promote and operate the festival, it is necessary to provide Central Nebraska Ethnic Festival personnel with access to office space, office equipment and postal services which are available at City Hall.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **Office Space.** The City of Grand Island agrees to provide space in City Hall for the use of the Central Nebraska Ethnic Festival personnel to do work in organizing and promoting the festival. Said space may include the non-exclusive use of a cubicle or an office for the purposes of the festival.

2. **Office Equipment.** The City of Grand Island agrees to make office equipment available for the use of the Central Nebraska Ethnic Festival personnel, including access to a photocopier, computer, facsimile and telephone equipment. These items of equipment will be made available on a non-exclusive basis for the use of Festival workers.

3. **Postal Services.** The City of Grand Island will provide the Central Nebraska Ethnic Festival access to the city's postal services available at City Hall and will not require compensation from the Ethnic Festival for postage expense in conducting the business of organizing, promoting and operating the Central Nebraska Ethnic Festival.

4. **Ethnic Festival.** The Central Nebraska Ethnic Festival agrees to organize, promote and operate an Ethnic Festival during the year 2008 to promote diverse ethnic cultures in the Grand Island community that is similar to the 2007 Ethnic Festival.

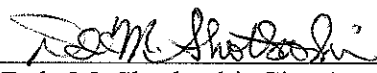
5. **Term.** The term of this agreement shall be for the period from October 1, 2007, through September 30, 2008, and either party may terminate this agreement upon thirty (30) days notice to the other party.

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

Dated: _____

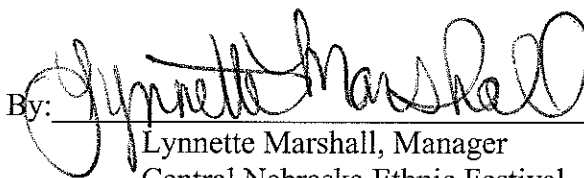
By: _____
Margaret Hornady, Mayor

Attest: _____
RaNae Edwards, City Clerk

Approved as to Form: 
Dale M. Shotkoski, City Attorney

CENTRAL NEBRASKA ETHNIC FESTIVAL,

Dated: 8/26/07

By: 
Lynnette Marshall, Manager
Central Nebraska Ethnic Festival

RESOLUTION 2007-248

WHEREAS, the Central Nebraska Ethnic Festival has planned, coordinated, and conducted an ethnic festival each year for the past ten years to celebrate and support the various ethnic cultures throughout the community; and

WHEREAS, the City of Grand Island has provided office space, supplies, and the use of office equipment to the Central Nebraska Ethnic Festival in support of this annual event; and

WHEREAS, the value of providing such office space, supplies and equipment is approximately \$900; and

WHEREAS, it has been recommended that a contract between the Central Nebraska Ethnic Festival and the City of Grand Island be entered into which outlines the obligations of each party.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a contract be entered into between the City and the Central Nebraska Ethnic Festival to provide office space and supplies, and the use of office equipment to the Central Nebraska Ethnic Festival through September 30, 2008 to plan, coordinate, and conduct the annual Central Nebraska Ethnic Festival.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such contract with the Central Nebraska Ethnic Festival on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 9, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 4, 2007	☐ City Attorney



City of Grand Island

Tuesday, October 09, 2007

Council Session

Item G12

**#2007-249 - Approving Nebraska Department of Economic
Development Planning Grant**

Staff Contact: Marsha Kaslon

RESOLUTION 2007-249

WHEREAS, the City of Grand Island, Nebraska, is an eligible unit of a general local government authorized to receive Community Development Block Grant (CDBG) funds through the Nebraska Department of Economic Development; and

WHEREAS, the Nebraska Department of Economic Development is offering a second cycle of funding for CDBG Planning Grant applications; and

WHEREAS, the City will apply for and administer a \$25,000 Planning Grant, which includes \$1,750 for general administration; and

WHEREAS, the Community Redevelopment Authority and the Grand Island Area Economic Development Corporation have committed to a portion of the required 25% of matching funds; and

WHEREAS, the Nebraska Department of Economic Development presently requires a public hearing to accept comments and inform the public on the status of the proposed project and grant application; and

WHEREAS, the public hearing on October 9, 2007, offered the public opportunity to make such comments to the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the application for a Planning Grant is approved and that the Mayor is hereby authorized and directed to execute any related documents on behalf of the City of Grand Island for such grant programs.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 9, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 4, 2007	☐ City Attorney



City of Grand Island

Tuesday, October 09, 2007

Council Session

Item G13

**#2007-250 - Approving Extension of Contract End Date for CDBG
Grant 05-CR-015**

Staff Contact: Marsha Kaslon

Council Agenda Memo

From: Marsha Kaslon, Community Development Administrator

Meeting: October 9, 2007

Subject: CDBG Amendment Request for Community Revitalization, Phase 1

Item #'s: G-13

Presenter(s): Joni Kuzma, Development Specialist

Background

In March of 2006, the State of Nebraska Department of Economic Development (DED) awarded the City of Grand Island a Community Development Block Grant in the amount of \$296,113 for the purpose of Community Revitalization. Projects to be completed with these funds and matching funds were Owner-Occupied Rehabilitation, Down Payment Assistance for First Time Homebuyers and Infrastructure improvements.

The contract of the grant was to run from March of 2006 to August 31, 2007. However, due unforeseen circumstances, Community Development must request an amendment from DED. The reasons for an extension request are:

1. Lack of Spanish speaking contractors with Lead Based Paint Work Safe Practices training and certification for those clients that are non-English speaking who qualified for the Owner Occupied Rehabilitation Program.
2. Lack of General Contractors wanting to bid on smaller jobs with Lead Based Paint Work Safe Practices training and certification.
3. Wet weather that slowed the rehabilitation process for roofing jobs, window replacements and new siding installments.
4. The identification of nine income qualified homeowners willing to partake in the rehabilitation program was hampered by over-income applicants.

Discussion

Community Development must have Council Approval in the form of a resolution in order to submit the amendment request to DED. All of the funds have been obligated in this program. Right now, contractors are finishing up odds and ends of the contracts signed and ensuring that all Lead Based Paint issues have been met and have passed clearance testing.

Once this is complete, a final drawdown will be submitted to DED for final payment of the grant and will initiate close out procedures for Phase I of the Community Revitalization Grant. This will allow Phase II to continue of the Community Revitalization Grant and will allow more housing rehabilitation and down payment assistance to be offered through the City of Grand Island.

Alternatives

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

1. Approve the request for an extension for the first Phase of Community Revitalization
2. Disapprove or /Deny the request for an extension for the first Phase of Community Revitalization
3. Table the issue

Recommendation

City Administration recommends that the Council approve the request for an extension to the Department of Economic Development until December 1, 2007.

Sample Motion

Move to approve the request for an extension to the State of Nebraska Department of Economic Development until December 1, 2007 to ensure all files and close out paperwork is completed.

RESOLUTION 2007-250

WHEREAS, in March, 2006, the State of Nebraska Department of Economic Development awarded the City of Grand Island a Community Development Block Grant in the amount of \$296,113 for the purpose of community revitalization; and

WHEREAS, the contract of the grant expired on August 31, 2007, and completion of some projects have been delayed due to unforeseen circumstances; and

WHEREAS, additional time is needed for grant completion and a request to extend the contract from the Department of Economic Development is required; and

WHEREAS, Council approval is required in order to submit the amended request to the Department of Economic Development.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the request for extension of the contract of the grant from the Department of Economic Development is approved and that the Mayor is hereby authorized and directed to execute any related documents on behalf of the City of Grand Island for such grant programs.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 9, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 4, 2007	☐ City Attorney



City of Grand Island

Tuesday, October 09, 2007

Council Session

Item G14

#2007-251 - Approving Acquisition of Drainage Easements

**Located at 3817, 3823, 3829, 3835, 3841, 3844 Meadowlark Circle
and 3819, 3824, 3818 Sparrow Circle (Lots 6 thru 11 & 21 thru 23
all in Block 1, Summerfield Estates 7th Sub) - Little B's Corp.**

Staff Contact: Steve Riehle, City Engineer/Public Works Director

RESOLUTION 2007-251

WHEREAS, a drainage easement is required by the City of Grand Island, from Little B's Corp., to construct and maintain an outfall storm sewer system at 3817, 2823, 2829, 3835, 3841 and 3844 Meadowlark Circle and 3819, 3824 and 3818 Sparrow Circle; and

WHEREAS, a public hearing was held on October 9, 2007, for the purpose of discussing the proposed acquisition of an easement through a part of Lots 6 through 11 and 21 through 23, all in Block 1, Summerfield Estates Seventh Subdivision, in the city of Grand Island, Hall County, Nebraska, the easement being more particularly described as follows:

Lot 6, Block 1, Summerfield Estates 7th Subdivision **Easement Description**

A PERMANENT DRAINAGE EASEMENT CONSISTING OF PART OF LOT 6, BLOCK 1 OF SUMMERFIELD ESTATES SEVENTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 6, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N24°26'52"W ALONG THE SOUTHWEST LINE OF SAID LOT 6 A DISTANCE OF 156.22 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE N51°17'12"E ALONG THE NORTH LINE OF SAID LOT 6 A DISTANCE OF 15.16 FEET; THENCE S30°27'53"E A DISTANCE OF 2.96 FEET; THENCE S24°26'52"E A DISTANCE OF 150.03 FEET TO A POINT ON A SOUTHEASTERLY LINE OF SAID LOT 6; THENCE S40°36'32"W ALONG SAID SOUTHEASTERLY LINE OF LOT 6 A DISTANCE OF 16.54 FEET TO THE POINT OF BEGINNING. SAID PERMANENT DRAINAGE EASEMENT CONTAINS 2,319 SQUARE FEET OR 0.05 ACRES MORE OR LESS.

Lot 7, Block 1, Summerfield Estates 7th Subdivision **Easement Description**

A PERMANENT DRAINAGE EASEMENT CONSISTING OF PART OF LOT 7, BLOCK 1 OF SUMMERFIELD ESTATES SEVENTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 7, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N30°27'53"W ALONG THE SOUTHWEST LINE OF SAID LOT 7 A DISTANCE OF 124.28 FEET TO THE NORTHWEST CORNER OF SAID LOT 7; THENCE N64°12'04"E ALONG THE NORTH LINE OF SAID LOT 7 A DISTANCE OF 15.05 FEET; THENCE S30°27'53"E A DISTANCE OF 120.88 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 7; THENCE S51°17'12"W ALONG SAID SOUTH LINE OF LOT 7 A DISTANCE OF 15.16 FEET TO THE

POINT OF BEGINNING. SAID PERMANENT DRAINAGE EASEMENT CONTAINS 1,839 SQUARE FEET OR 0.04 ACRES MORE OR LESS.

Lot 8, Block 1, Summerfield Estates 7th Subdivision
Easement Description

A PERMANENT DRAINAGE EASEMENT CONSISTING OF PART OF LOT 8, BLOCK 1 OF SUMMERFIELD ESTATES SEVENTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 8, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N30°27'53"W ALONG A WESTERLY LINE OF SAID LOT 8 A DISTANCE OF 98.04 FEET TO A WESTERLY CORNER OF SAID LOT 8, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 10 OF SUMMERFIELD ESTATES THIRD SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA; THENCE N40°06'57"W ALONG A WESTERLY LINE OF SAID LOT 8, BLOCK 1 OF SUMMERFIELD ESTATES SEVENTH SUBDIVISION A DISTANCE OF 15.21 FEET TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE N67°33'02"E ALONG THE NORTH LINE OF SAID LOT 8 A DISTANCE OF 17.72 FEET; THENCE S30°27'53"E A DISTANCE OF 111.79 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 8; THENCE S64°12'04"W ALONG SAID SOUTH LINE OF LOT 8 A DISTANCE OF 15.05 FEET TO THE POINT OF BEGINNING. SAID PERMANENT DRAINAGE EASEMENT CONTAINS 1,702 SQUARE FEET OR 0.04 ACRES MORE OR LESS.

Lot 9, Block 1, Summerfield Estates 7th Subdivision
Easement Description

A PERMANENT DRAINAGE EASEMENT CONSISTING OF PART OF LOT 9, BLOCK 1 OF SUMMERFIELD ESTATES SEVENTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 9, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N40°06'57"W ALONG THE SOUTHWEST LINE OF SAID LOT 9 A DISTANCE OF 117.30 FEET TO A WESTERLY CORNER OF SAID LOT 9, SAID CORNER ALSO BEING A NORTHERLY CORNER OF LOT 10 OF SUMMERFIELD ESTATES THIRD SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND A SOUTHERLY CORNER OF LOT 12, BLOCK 3 OF SUMMERFIELD ESTATES FOURTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA; THENCE N15°03'30"E ALONG THE NORTHWEST LINE OF SAID LOT 9, BLOCK 1 OF SUMMERFIELD ESTATES SEVENTH SUBDIVISION A DISTANCE OF 51.52 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE S82°29'46"E ALONG THE NORTH LINE OF SAID LOT 9 A DISTANCE OF 20.18 FEET; THENCE S15°03'30"W A DISTANCE OF 27.38 FEET; THENCE S11°40'32"E A DISTANCE OF 34.47 FEET; THENCE

S40°06'57"E A DISTANCE OF 90.59 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 9; THENCE S30°27'53"E A DISTANCE OF 0.67 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 9; THENCE S67°33'02"W ALONG SAID SOUTH LINE OF LOT 9 A DISTANCE OF 17.72 FEET TO THE POINT OF BEGINNING. SAID PERMANENT DRAINAGE EASEMENT CONTAINS 3,077 SQUARE FEET OR 0.07 ACRES MORE OR LESS.

Lot 10, Block 1, Summerfield Estates 7th Subdivision
Easement Description

A PERMANENT DRAINAGE EASEMENT CONSISTING OF PART OF LOT 10, BLOCK 1 OF SUMMERFIELD ESTATES SEVENTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 10, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N15°03'30"E ALONG A WESTERLY LINE OF SAID LOT 10 A DISTANCE OF 54.75 FEET TO A WESTERLY POINT OF SAID LOT 10, SAID POINT ALSO BEING A EASTERLY CORNER OF LOT 12, BLOCK 3 OF SUMMERFIELD ESTATES FOURTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA; THENCE N39°32'44"E ALONG A WESTERLY LINE OF SAID LOT 10, BLOCK 1 OF SUMMERFIELD ESTATES SEVENTH SUBDIVISION A DISTANCE OF 158.17 FEET TO A NORTHERLY CORNER OF SAID LOT 10, SAID POINT ALSO BEING A EASTERLY CORNER OF LOT 13, BLOCK 3 OF SAID SUMMERFIELD ESTATES FOURTH SUBDIVISION; THENCE S27°14'26"E ALONG A EASTERLY LINE OF SAID LOT 10, BLOCK 1 OF SUMMERFIELD ESTATES SEVENTH SUBDIVISION A DISTANCE OF 22.85 FEET; THENCE S39°32'44"W A DISTANCE OF 147.01 FEET; THENCE S15°03'30"W A DISTANCE OF 45.35 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 10; THENCE N82°29'46"W ALONG SAID SOUTH LINE OF LOT 10 A DISTANCE OF 20.18 FEET TO THE POINT OF BEGINNING. SAID PERMANENT DRAINAGE EASEMENT CONTAINS 4,205 SQUARE FEET OR 0.10 ACRES MORE OR LESS.

Lot 11, Block 1, Summerfield Estates 7th Subdivision
Easement Description

A PERMANENT DRAINAGE EASEMENT CONSISTING OF PART OF LOT 11, BLOCK 1 OF SUMMERFIELD ESTATES SEVENTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 11, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S79°56'56"E ALONG THE NORTH LINE OF SAID LOT 11 A DISTANCE OF 201.94 FEET TO

THE NORTHEAST CORNER OF SAID LOT 11; THENCE S29°07'40"W ALONG THE EAST LINE OF SAID LOT 11 A DISTANCE OF 19.05 FEET; THENCE N79°56'56"W A DISTANCE OF 182.01 FEET TO A POINT ON THE WEST LINE OF SAID LOT 11; THENCE N27°14'26"W ALONG SAID WEST LINE OF LOT 11 A DISTANCE OF 22.63 FEET TO THE POINT OF BEGINNING; SAID PERMANENT DRAINAGE EASEMENT CONTAINS 3,455 SQUARE FEET OR 0.08 ACRES MORE OR LESS.

Lot 21, Block 1, Summerfield Estates 7th Subdivision
Easement Description

A PERMANENT DRAINAGE EASEMENT CONSISTING OF PART OF LOT 21, BLOCK 1 OF SUMMERFIELD ESTATES SEVENTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 21, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N19°36'59"E ALONG THE WEST LINE OF SAID LOT 21 A DISTANCE OF 33.28 FEET TO A NORTHWESTERLY CORNER OF SAID LOT 21; THENCE N67°06'18"E ALONG A NORTHERLY LINE OF SAID LOT 21 A DISTANCE OF 29.84 FEET; THENCE S19°36'59"W A DISTANCE OF 31.49 FEET; THENCE S79°56'56"E A DISTANCE OF 179.56 FEET TO A POINT ON THE EAST LINE OF SAID LOT 21; THENCE S19°24'14"W ALONG SAID EAST LINE OF LOT 21 A DISTANCE OF 18.24 FEET TO THE SOUTHEAST CORNER OF SAID LOT 21; THENCE N79°56'56"W ALONG THE SOUTH LINE OF SAID LOT 21 A DISTANCE OF 201.94 FEET TO THE POINT OF BEGINNING. SAID PERMANENT DRAINAGE EASEMENT CONTAINS 4,146 SQUARE FEET OR 0.10 ACRES MORE OR LESS.

Lot 22, Block 1, Summerfield Estates 7th Subdivision
Easement Description

A PERMANENT DRAINAGE EASEMENT CONSISTING OF PART OF LOT 22, BLOCK 1 OF SUMMERFIELD ESTATES SEVENTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 22, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S65°15'58"E ALONG THE NORTH LINE OF SAID LOT 22 A DISTANCE OF 25.30 FEET; THENCE S01°06'05"W A DISTANCE OF 91.49 FEET; THENCE S19°36'59"W A DISTANCE OF 93.41 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 22; THENCE S67°06'18"W ALONG SAID SOUTH LINE OF LOT 22 A DISTANCE OF 29.84 FEET TO THE SOUTHWEST CORNER OF SAID LOT 22; THENCE N19°36'59"E ALONG A WESTERLY LINE OF SAID LOT 22 A DISTANCE OF 106.80 FEET TO A WESTERLY CORNER OF SAID LOT 22; SAID POINT ALSO BEING A EASTERLY CORNER OF LOT 14, BLOCK 3 OF

SUMMERFIELD ESTATES FOURTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA; THENCE N00°08'06"E ALONG A EASTERLY LINE OF SAID LOT 22, BLOCK 1 OF SUMMERFIELD ESTATES SEVENTH SUBDIVISION A DISTANCE OF 101.76 FEET TO THE POINT OF BEGINNING. SAID PERMANENT DRAINAGE EASEMENT CONTAINS 4,433 SQUARE FEET OR 0.10 ACRES MORE OR LESS.

Lot 23, Block 1, Summerfield Estates 7th Subdivision
Easement Description

A PERMANENT DRAINAGE EASEMENT CONSISTING OF PART OF LOT 23, BLOCK 1 OF SUMMERFIELD ESTATES SEVENTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 23, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N72°22'10"E ALONG THE NORTH LINE OF SAID LOT 23 A DISTANCE OF 24.15 FEET; THENCE S00°08'07"W A DISTANCE OF 65.88 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 23; THENCE N65°15'58"W ALONG SAID SOUTHWESTERLY LINE OF LOT 23 A DISTANCE OF 25.30 FEET TO THE SOUTHWEST CORNER OF SAID LOT 23; THENCE N00°08'07"E ALONG THE WEST LINE OF SAID LOT 23 A DISTANCE OF 47.98 FEET TO THE POINT OF BEGINNING. SAID PERMANENT DRAINAGE EASEMENT CONTAINS 1,309 SQUARE FEET OR 0.03 ACRES MORE OR LESS.

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 drainage easement from Little B's Corp., on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 9, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 09, 2007

Council Session

Item G15

**#2007-252 - Approving Designating Both Sides of State Street
between Lafayette Avenue and Grand Island Avenue as No Parking**

Staff Contact: Steve Riehle, City Engineer/Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: October 9, 2007

Subject: Approving Designating Both Sides of State Street between Lafayette Avenue and Grand Island Avenue as No Parking

Item #'s: G-15

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

Background

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

Discussion

A request was submitted by a citizen of the City of Grand Island for No Parking on either side of State Street; east of Lafayette Avenue to Grand Island Avenue, as this section of State Street is only 30 feet wide. For safety reasons and ease of traffic flow the Public Works Department supports the request.

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 resolution designating both sides of State Street from Lafayette Avenue to Grand Island Avenue as No Parking.

Sample Motion

Move to approve designating both sides of State Street from Lafayette Avenue to Grand Island Avenue as No Parking.



LAFAYETTE AVENUE

PARK AVENUE

GRAND ISLAND AVENUE

STATE

STREET

NO PARKING AREA
BOTH SIDES

RESOLUTION 2007-252

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

WHEREAS, due to potential traffic congestion and safety issues, the Public Works Department is requesting that No Parking be allowed along both sides of State Street between Lafayette Avenue and Grand Island Avenue; and

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

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

1. A No Parking Zone is hereby designated along both sides of State Street between Lafayette Avenue and Grand Island Avenue.
2. The City's Street and Transportation Division shall erect and maintain the signs necessary to effect the above regulation.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 9, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 09, 2007

Council Session

Item G16

**#2007-253 - Approving Payment to County Court for Just
Compensation from Appraiser's Report for Tracts 5, 16, 17 & 19
on the Capital Ave Widening Project**

Staff Contact: Steve Riehle, City Engineer/Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: October 9, 2007

Subject: Approving Payment to County Court for Just Compensation from Appraiser's Report for Tracts 5, 16, 17, & 19 on the Capital Avenue Widening Project

Item #'s: G-16

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

Background

Due to increased traffic and safety concerns along Capital Avenue in the vicinity of US Highway 281, the City Of Grand Island has developed a major street improvement project. This street widening project commences near the Moores Creek drainage ditch (west of Dairy Queen) and extends easterly to just beyond Webb Road.

In conjunction with this project, it is necessary to acquire various right-of-way tracts from the adjacent owners. Council approval to acquire these tracts was granted by Resolution 2005-196 of 7/12/2005. The value of the tracts was based on an appraisal and a review appraisal performed by NDOR Certified Appraisers. Negotiations for all tracts were successful except for one parcel owned by Sapp Brothers (Poland Oil Company) and three tracts owned by John Menard. Condemnation action to acquire these tracts was necessary and authorization was granted by Council under Resolution 2006-332 and 2006-334 of 11/14/2006.

Discussion

A condemnation hearing was held in Hall County Court on October 1, 2007. The appointed Board of Appraisers has issued their determination. The following is a summary of the appraised amounts offered and the amounts based on the determination of the court appointed appraisers.

Tract Number	Owner	Amount Offered	Condemnation Amount
5	Sapp/Poland	\$36,975.00	\$40,785.00
16	John Menard	\$9,810.00	\$9,810.00
17	John Menard	\$7,520.00	\$7,520.00
19	John Menard	\$93,250.00	\$108,900.00
TOTALS =		\$147,555.00	\$167,015.00

As soon as we pay the court awarded amount to the Hall County Court we can continue with this project. The owners have the right to appeal but this will not affect our ability to use the property as needed while the appeal process progresses.

If the return of appraisers is appealed by either party, the case is tried over again in the District Court. The dollar amount is still in dispute until the appeal time runs out or until there is a final order from the Courts. If we do not pay the initial appraisers' award, we are deemed to have abandoned our case and we may not seek condemnation on the same property for two years.

Alternatives

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

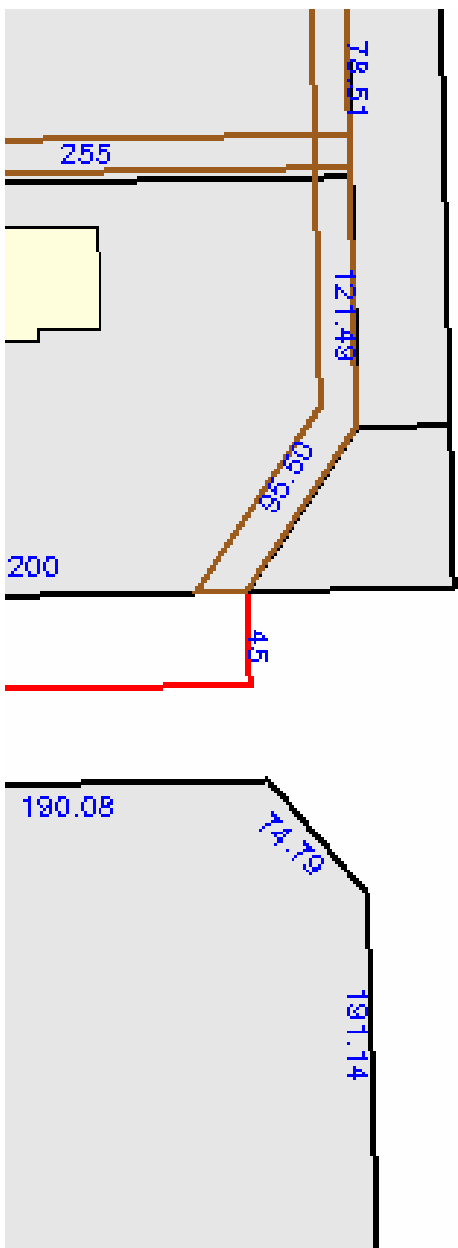
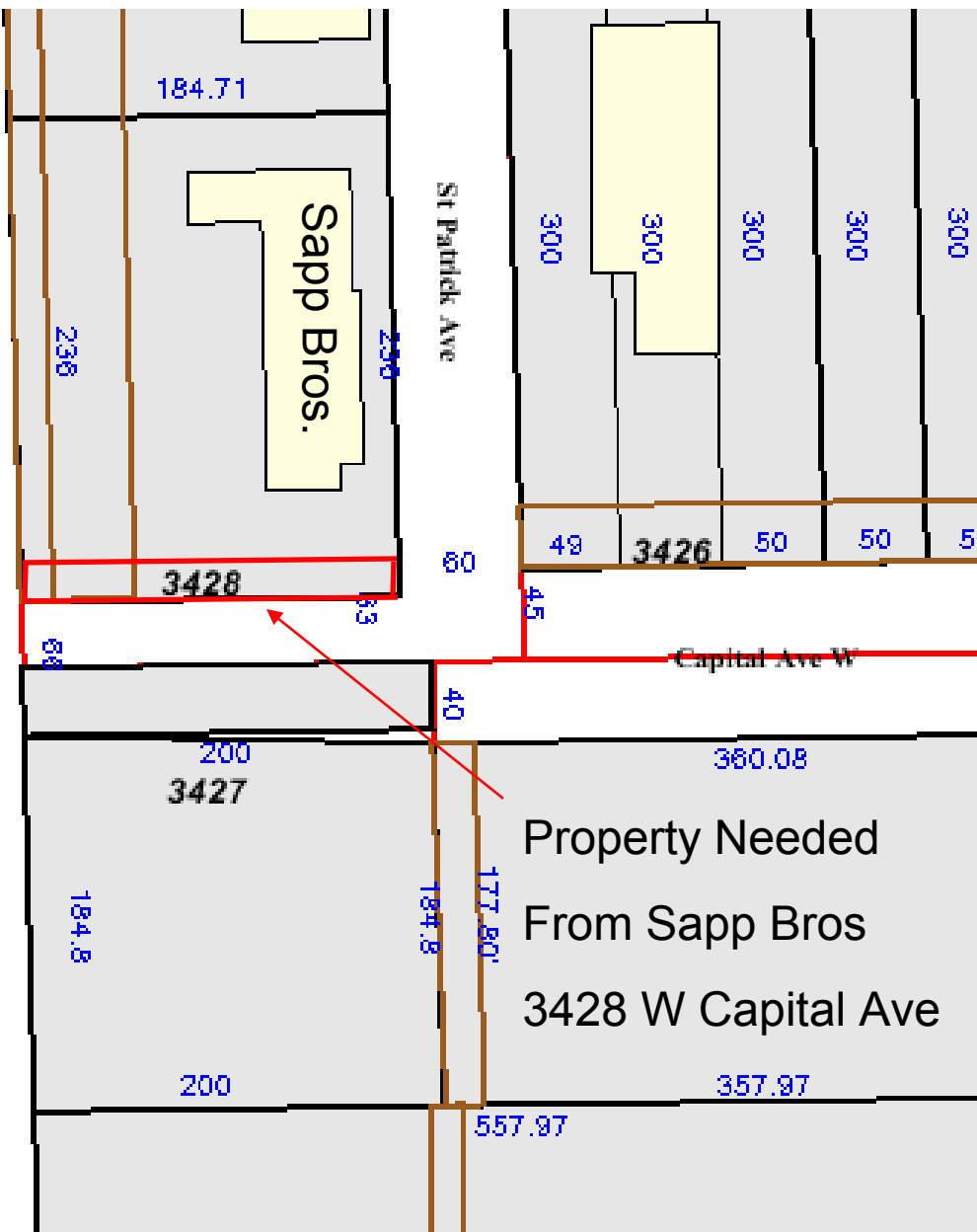
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve payment to Hall County Court for Just Compensation from Appraisers Report for Tracts 5, 16, 17, & 19 on the Capital Avenue Widening Project.

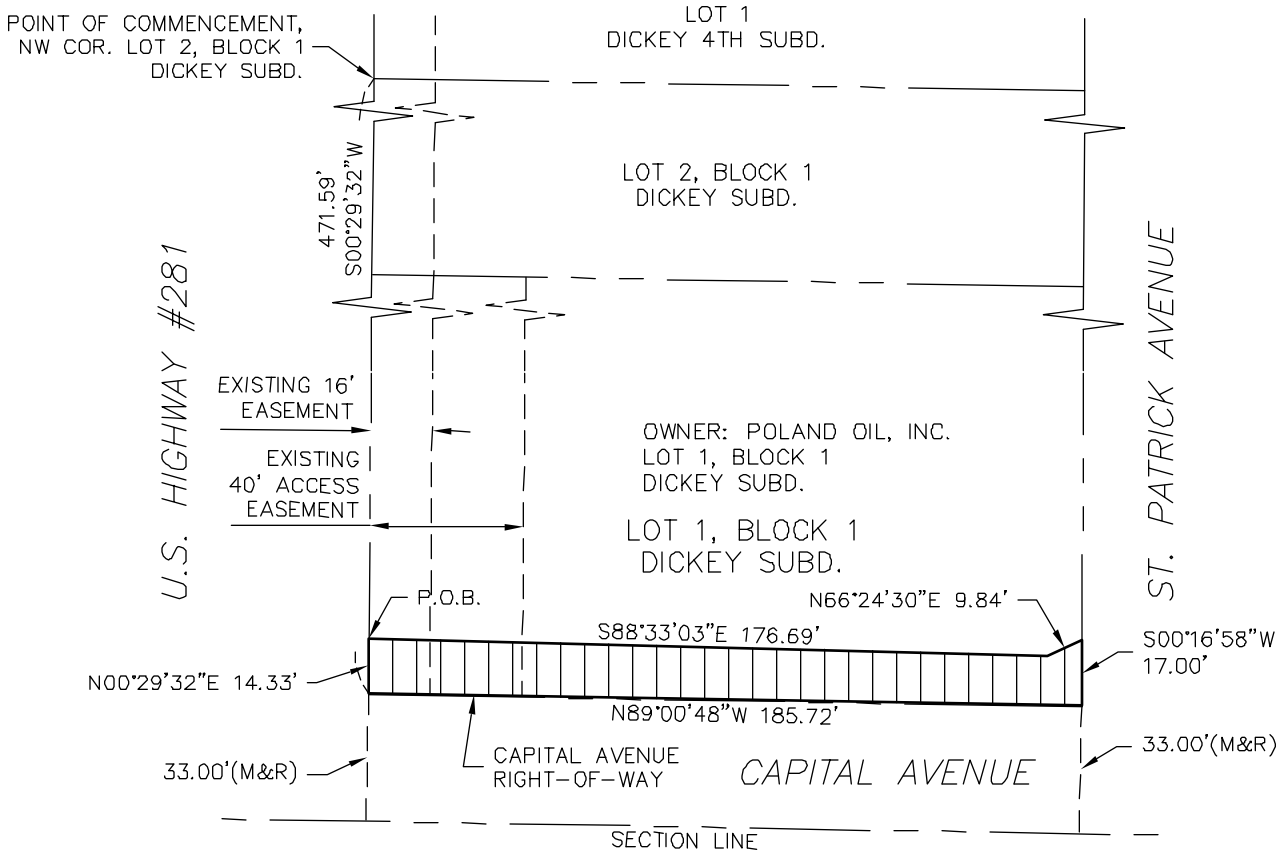
Sample Motion

Move to approve payment to Hall County Court for Just Compensation from Appraisers Report for Tracts 5, 16, 17, & 19 on the Capital Avenue Widening Project.



PUBLIC UTILITY & WALK EASEMENT

TRACT NO. 5, CITY OF GRAND ISLAND
PAVING PROJECT #2005-P-2



LEGEND

UTILITY EASEMENT



SCALE IN FEET

EASEMENT DESCRIPTION

A PUBLIC UTILITY AND WALK EASEMENT CONSISTING OF PART OF LOT 1, BLOCK 1 OF DICKEY SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4, SE1/4) OF SECTION 1, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2, BLOCK 1 OF SAID DICKEY SUBDIVISION, SAID POINT BEING ON THE EAST RIGHT-OF-WAY (R.O.W.) LINE OF U.S. HIGHWAY #281; THENCE ON AN ASSUMED BEARING OF S00°29'32"W ALONG THE WEST LINE OF SAID LOTS 1 AND 2 A DISTANCE OF 471.69 FEET TO THE POINT OF BEGINNING; THENCE S88°33'03"E A DISTANCE OF 176.69 FEET; THENCE N66°24'30"E A DISTANCE OF 9.84 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; SAID LINE ALSO BEING THE WEST R.O.W. LINE OF ST. PATRICK AVENUE; THENCE S00°16'58"W ALONG SAID EAST LINE OF LOT 1 A DISTANCE OF 17.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, SAID CORNER ALSO BEING THE POINT OF INTERSECTION OF THE WEST R.O.W. LINE OF ST. PATRICK AVENUE AND THE NORTH R.O.W. LINE OF CAPITAL AVENUE; THENCE N89°00'48"W ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 185.72 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID CORNER ALSO BEING THE POINT OF INTERSECTION OF THE NORTH R.O.W. LINE OF CAPITAL AVENUE AND THE EAST R.O.W. LINE OF U.S. HIGHWAY #281; THENCE N00°29'32"E ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 14.33 FEET TO THE POINT OF BEGINNING. SAID PUBLIC UTILITY AND WALK EASEMENT CONTAINS 2541.15 SQUARE FEET OR 0.058 ACRES MORE OR LESS.



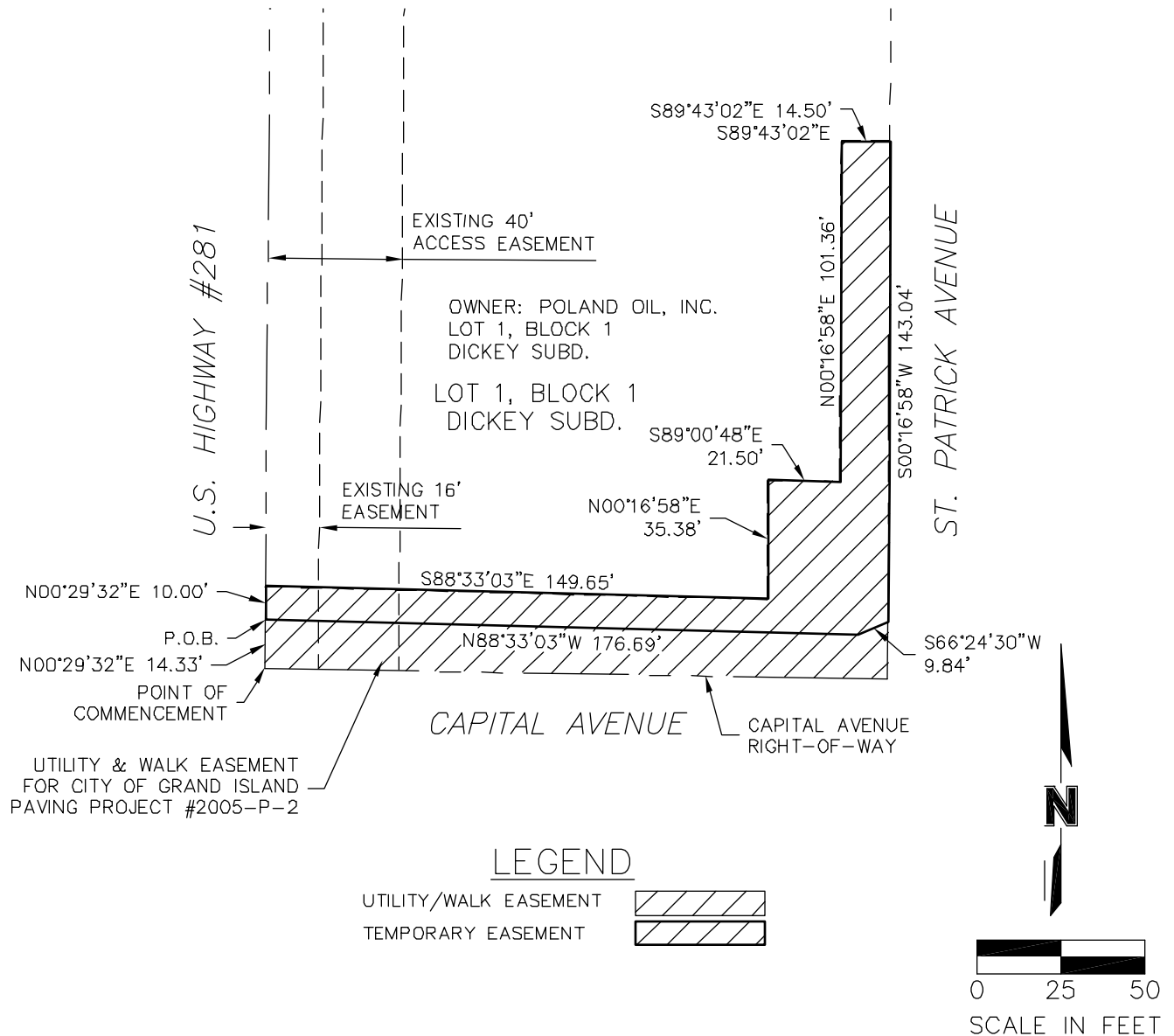
OLSSON ASSOCIATES

ENGINEERS - PLANNERS - SCIENTISTS - SURVEYORS

201 EAST 2ND STREET - GRAND ISLAND, NEBRASKA 68801 - 308-384-8750 - FAX 308-384-8752
OMAHA DENVER LINCOLN PHOENIX HOLDREGE KANSAS CITY GRAND ISLAND SOUTH SIOUX CITY

TEMPORARY CONSTRUCTION EASEMENT

TRACT NO. 5, CITY OF GRAND ISLAND
PAVING PROJECT #2005-P-2



EASEMENT DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT CONSISTING OF PART OF LOT 1, BLOCK 1 OF DICKEY SUBDIVISION, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4, SE1/4) OF SECTION 1, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF N00°29'32\"E ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 14.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°29'32\"E ALONG SAID WEST LINE A DISTANCE OF 10.00 FEET; THENCE S88°33'03\"E A DISTANCE OF 149.65 FEET; THENCE N00°16'58\"E A DISTANCE OF 35.38 FEET; THENCE S89°00'48\"E A DISTANCE OF 21.50 FEET; THENCE N00°16'58\"E A DISTANCE OF 101.36 FEET; THENCE S89°43'02\"E A DISTANCE OF 14.50 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE S00°16'58\"W ALONG SAID EAST LINE A DISTANCE OF 143.04 FEET; THENCE S66°24'30\"W A DISTANCE OF 9.84 FEET; THENCE N88°33'03\"W A DISTANCE OF 176.69 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 4587.82 SQUARE FEET OR 0.105 ACRES MORE OR LESS.

EXHIBIT "A"

LOT 1, BLK. 1, DICKEY SUBD.
CITY OF GRAND ISLAND,
HALL COUNTY, NE

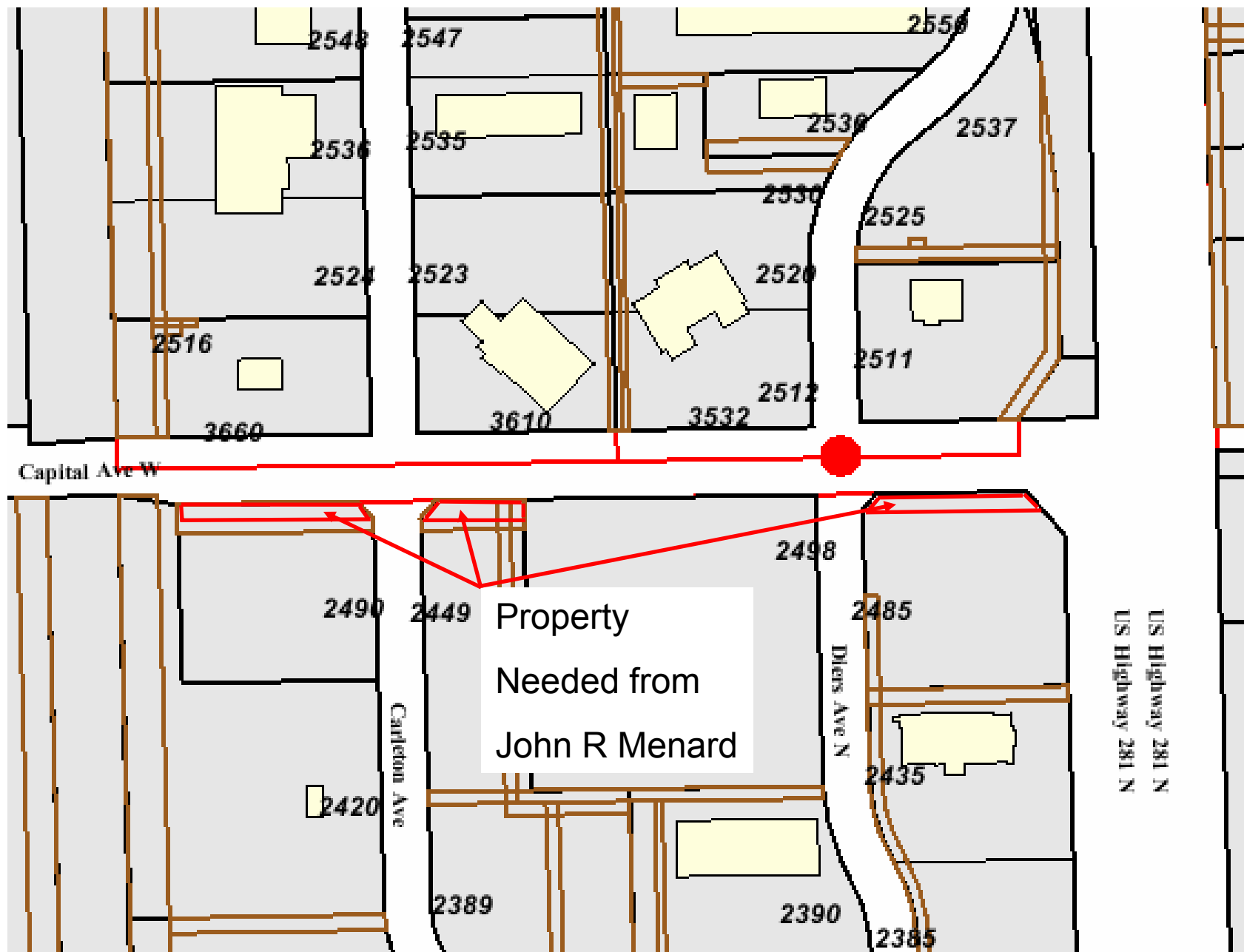


OLSSON ASSOCIATES
ENGINEERS - PLANNERS - SCIENTISTS - SURVEYORS

201 EAST 2ND STREET - GRAND ISLAND, NEBRASKA 68801 - 308-384-8750 - FAX 308-384-8752
OMAHA DENVER LINCOLN PHOENIX HOLDREGE KANSAS CITY GRAND ISLAND SOUTH SIOUX CITY

DATE:
JUNE, 2005

OA #2004-1226



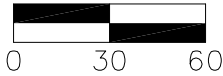
Survey Record

HALL COUNTY, NEBRASKA

TRACT NO. 16, CITY OF GRAND ISLAND
PAVING PROJECT #2005-P-2

NE COR. NW1/4, NE1/4
SEC. 12, T11N, R10W

U.S. HIGHWAY #281



SCALE IN FEET

LEGEND

FOUND CORNER	●
SET CORNER (3/4"PIPE)	○
SECTION CORNER	△
TEMPORARY POINT	x
MEASURED DISTANCE	(M)
RECORDED DISTANCE	(R)
R.O.W. TRACT	

SECTION TIES

x

LEGAL DESCRIPTION

A TRACT OF LAND CONSISTING OF PART OF LOT 2, MENARD SECOND SUBDIVISION, LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4,NE1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE AND THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S89°00'53"E ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 229.36 FEET TO A NORTHEASTERLY CORNER OF SAID LOT 2, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE SOUTH R.O.W. LINE OF CAPITAL AVENUE AND THE WEST R.O.W. LINE OF CARLETON AVENUE; THENCE S41°18'54"E ALONG THE NORTHEAST LINE OF SAID LOT 2 A DISTANCE OF 28.11 FEET TO A NORTHEASTERLY CORNER OF SAID LOT 2; THENCE N64°57'47"W A DISTANCE OF 36.36 FEET; THENCE N89°01'29"W A DISTANCE OF 122.48 FEET; THENCE N85°18'49"W A DISTANCE OF 92.78 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1257.11 SQUARE FEET OR 0.029 ACRES MORE OR LESS.

S00°59'12"W
44.96'(M), 45.00'(R)

S89°00'53"E
190.09'(M),
190.08'(R)

LOT 6,
MENARD
2ND SUBD.

S89°00'53"E
77.36'(M&R)

DIERS
AVENUE

UNPLATTED
PT. NW1/4, NE1/4
SEC. 12, T11N, R10W
INST. #78-000562

S89°00'48"E 1318.33'(M), 1318.43'(R)

CAPITAL AVENUE

S89°00'53"E 480.77'(M), 480.74'(R)

LOT 3,
MENARD
2ND SUBD.

S89°00'53"E
79.67'(M&R)

S41°18'54"E
28.11'(M), 28.10'(R)

S89°00'53"E
18.65'(M&R)

CARLETON
AVENUE

N00°15'07"E
225.10'(M), 225.00'(R)
204.31'(M), 204.22'(R)

S00°59'12"W
44.97'(M),
45.00'(R)

EXISTING
38' UTILITY
EASEMENT

N89°01'29"W
122.48'

JOHN R. MENARD
LOT 2, MENARD
2ND SUBD.

LOT 2, MENARD
2ND SUBD.

N85°18'49"W
92.78'

S00°59'12"W
32.12'(M),
33.00'(R)

N00°15'16"E
225.00'(M&R)

S00°25'08"W
12.86'(M),
12.00'(R)

UNPLATTED
PT. NW1/4, NE1/4
SEC. 12, T11N, R10W
INST. #95-106399

JAI ANDRIST, NEBRASKA REGISTERED LAND SURVEYOR NO., LS-630

DATE

NW COR. NW1/4, NE1/4
SEC. 12, T11N, R10W



OLSSON ASSOCIATES

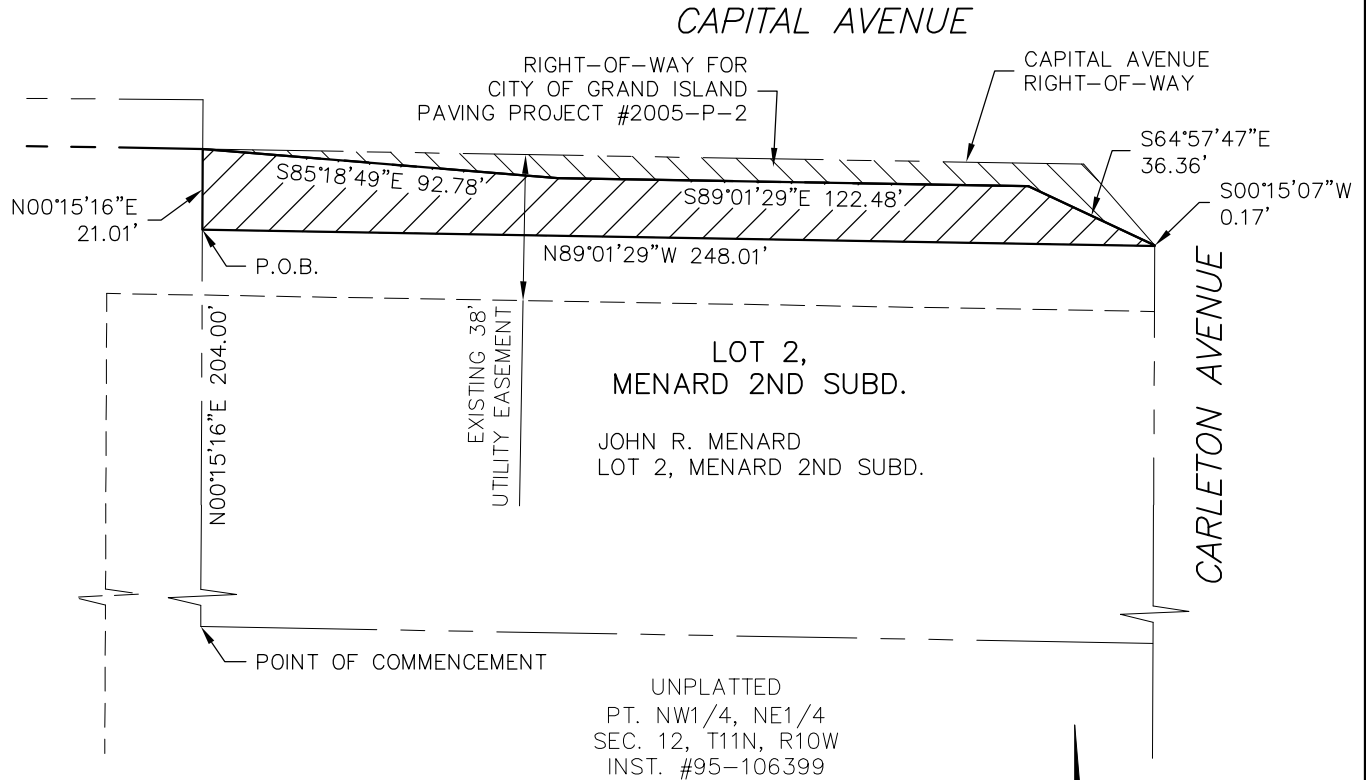
ENGINEERS - PLANNERS - SCIENTISTS - SURVEYORS

201 EAST 2ND STREET - GRAND ISLAND, NEBRASKA 68801 - 308-384-8750 - FAX 308-384-8752
OMAHA DENVER LINCOLN PHOENIX HOLDREGE KANSAS CITY GRAND ISLAND SOUTH SIOUX CITY

5/30/06 9:40 A.M. FILE: F:\PROJECTS\20041226\DWG\PLATS\041226_PLATS.DWG

TEMPORARY CONSTRUCTION EASEMENT

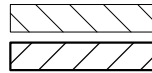
TRACT NO. 16, CITY OF GRAND ISLAND
PAVING PROJECT #2005-P-2



LEGEND

R.O.W. TRACT

TEMPORARY EASEMENT



N

0 25 50
SCALE IN FEET

EASEMENT DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT CONSISTING OF PART OF LOT 2 OF MENARD SECOND SUBDIVISION, LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4, NE1/4) OF SECTION 12, T11N, R10W OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE ON AN ASSUMED BEARING OF N00°15'16\"/>

EXHIBIT "A"

LOT 2, MENARD 2ND SUBD.
CITY OF GRAND ISLAND,
HALL COUNTY, NE



OLSSON ASSOCIATES
ENGINEERS - PLANNERS - SCIENTISTS - SURVEYORS

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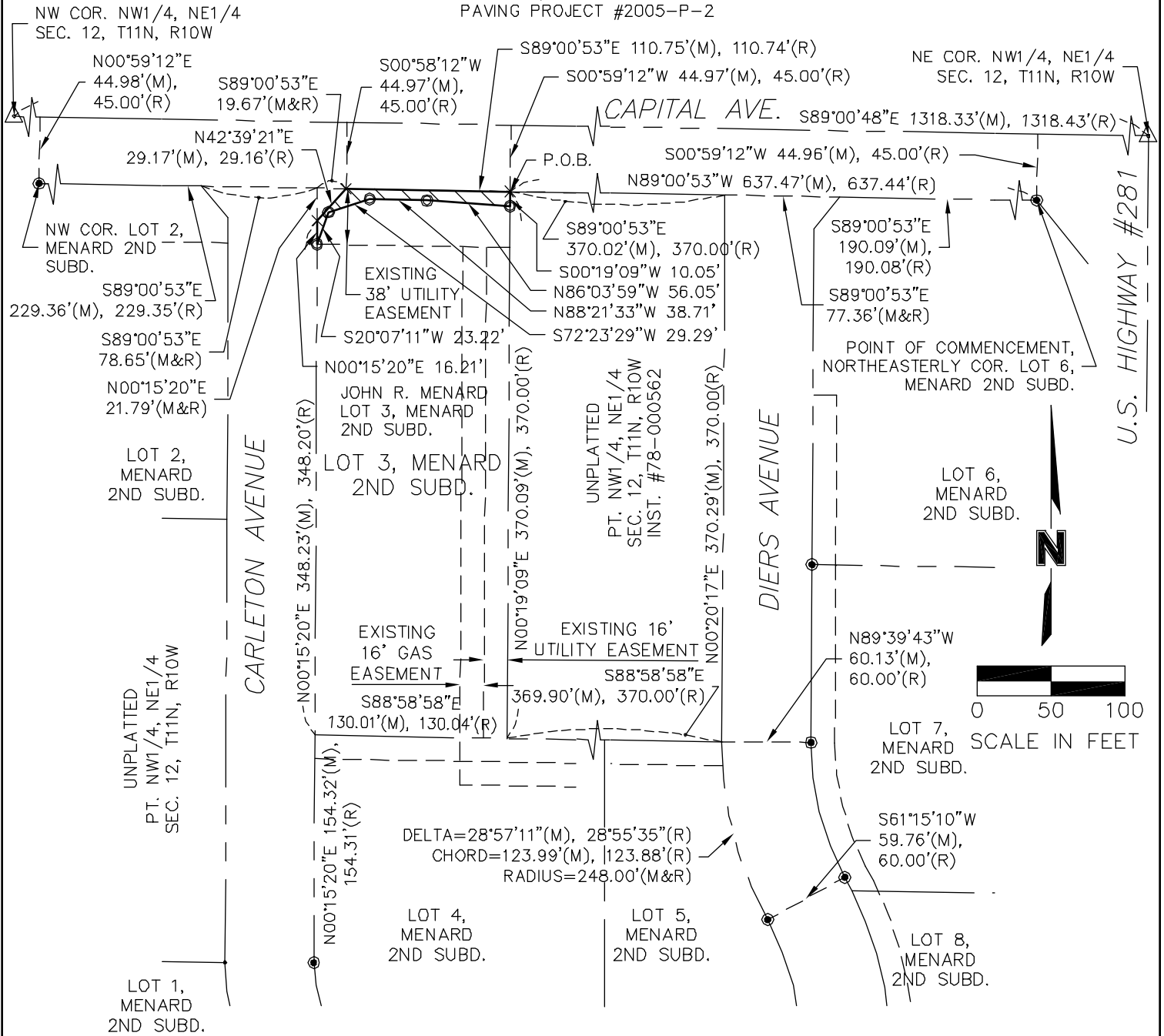
DATE:
JUNE, 2005

OA #2004-1226

Survey Record

HALL COUNTY, NEBRASKA

TRACT NO. 17, CITY OF GRAND ISLAND
PAVING PROJECT #2005-P-2



LEGEND

FOUND CORNER	●	X
SET CORNER (3/4"PIPE)	○	
SECTION CORNER	△	
TEMPORARY POINT	×	
MEASURED DISTANCE	(M)	
RECORDED DISTANCE	(R)	
R.O.W. TRACT		

SECTION TIES

LEGAL DESCRIPTION

A TRACT OF LAND CONSISTING OF PART OF LOT 3, MENARD SECOND SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4, NE1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NORTHEASTERLY CORNER OF LOT 6 OF SAID MENARD SECOND SUBDIVISION, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE; THENCE ON AN ASSUMED BEARING OF N89°00'53"W ALONG SAID SOUTH R.O.W. LINE A DISTANCE OF 637.47 FEET TO THE NORTHEAST CORNER OF SAID LOT 3, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S00°19'09"W ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 10.05 FEET; THENCE N86°03'59"W A DISTANCE OF 56.05 FEET; THENCE N88°21'33"W A DISTANCE OF 38.71 FEET; THENCE S72°23'29"W A DISTANCE OF 29.29 FEET; THENCE S20°07'11"W A DISTANCE OF 23.22 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3, SAID LINE ALSO BEING THE EAST R.O.W. LINE OF CARLETON AVENUE; THENCE N00°15'20"E ALONG THE WEST LINE OF SAID LOT 3 A DISTANCE OF 16.21 FEET TO A NORTHWESTERLY CORNER OF SAID LOT 3; THENCE N42°39'21"E ALONG THE NORTHWEST LINE OF SAID LOT 3 A DISTANCE OF 29.17 FEET TO A NORTHWESTERLY CORNER OF SAID LOT 3, SAID CORNER ALSO BEING THE POINT OF INTERSECTION OF THE EAST R.O.W. LINE OF CARLETON AVENUE AND THE SOUTH R.O.W. LINE OF CAPITAL AVENUE; THENCE S89°00'53"E ALONG THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 110.75 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1066.63 SQUARE FEET OR 0.024 ACRES MORE OR LESS.

JAI ANDRIST, NEBRASKA REGISTERED LAND SURVEYOR NO., LS-630

DATE

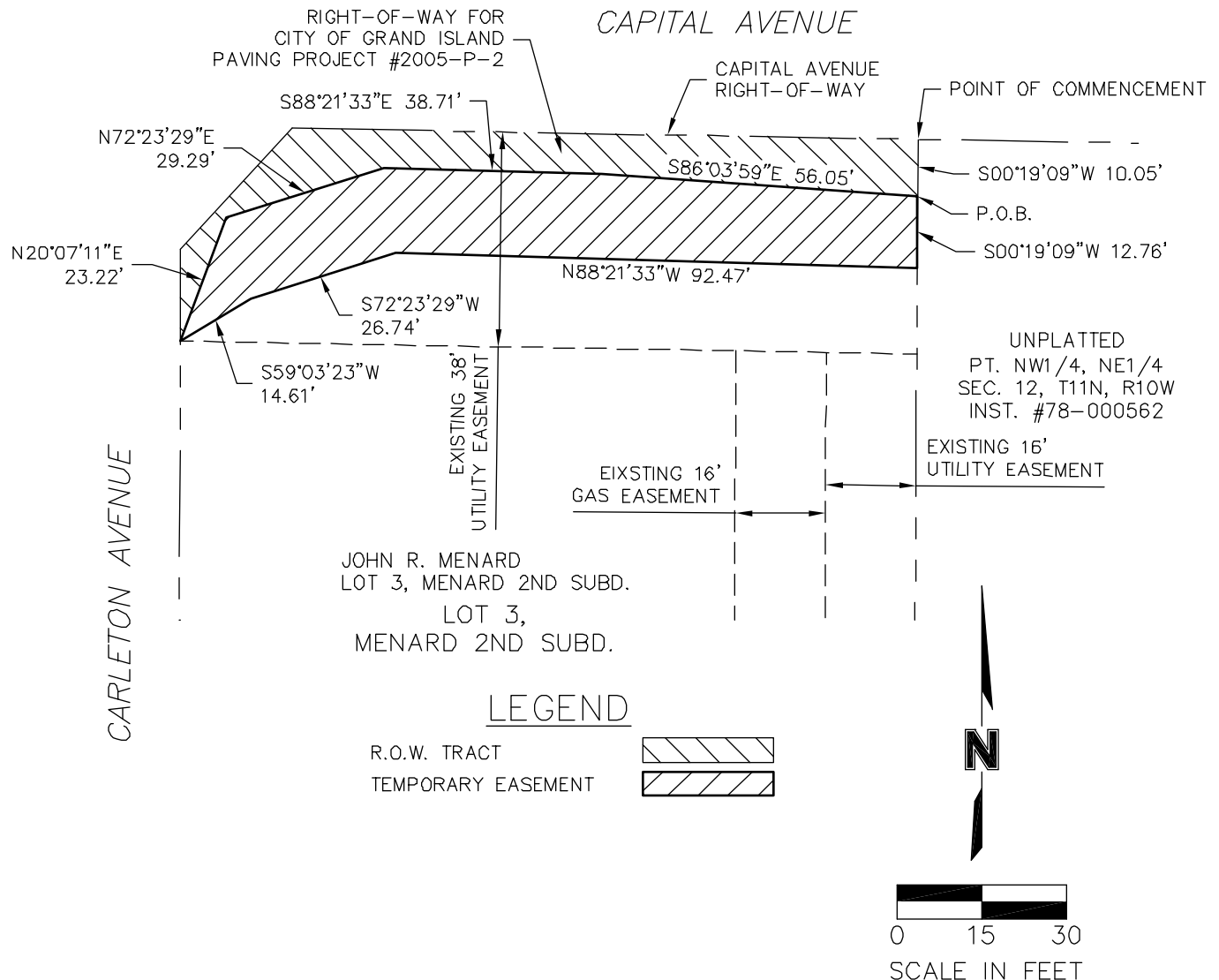


OLSSON ASSOCIATES
ENGINEERS - PLANNERS - SCIENTISTS - SURVEYORS

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OMAHA DENVER LINCOLN PHOENIX HOLDREGE KANSAS CITY GRAND ISLAND SOUTH SIOUX CITY

TEMPORARY CONSTRUCTION EASEMENT

TRACT NO. 17, CITY OF GRAND ISLAND
PAVING PROJECT #2005-P-2



EASEMENT DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT CONSISTING OF PART OF LOT 3 OF MENARD SECOND SUBDIVISION, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4, SE1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3, THENCE ON AN ASSUMED BEARING OF S00°19'09"W ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 10.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S00°19'09"W ALONG SAID EAST LINE A DISTANCE OF 12.76 FEET; THENCE N88°21'33"W A DISTANCE OF 92.47 FEET; THENCE S72°23'29"W A DISTANCE OF 26.74 FEET; THENCE S59°03'23"W A DISTANCE OF 14.61 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3; THENCE N20°07'11"E A DISTANCE OF 23.22 FEET; THENCE N72°23'29"E A DISTANCE OF 29.29 FEET; THENCE S88°21'33"E A DISTANCE OF 38.71 FEET; THENCE S86°03'59"E A DISTANCE OF 56.05 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 1867.52 SQUARE FEET OR 0.043 ACRES MORE OR LESS.

EXHIBIT "A"

LOT 3, MENARD 2ND SUBD.
CITY OF GRAND ISLAND,
HALL COUNTY, NE



OLSSON ASSOCIATES
ENGINEERS - PLANNERS - SCIENTISTS - SURVEYORS

201 EAST 2ND STREET - GRAND ISLAND, NEBRASKA 68801 - 308-384-8750 - FAX 308-384-8752
OMAHA DENVER LINCOLN PHOENIX HOLDREGE KANSAS CITY GRAND ISLAND SOUTH SIOUX CITY

DATE:
JUNE, 2005

OA #2004-1226

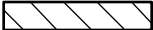
Survey Record

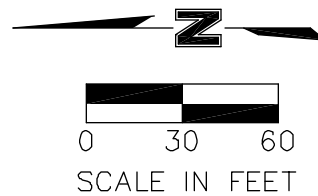
HALL COUNTY, NEBRASKA

TRACT NO. 19, CITY OF GRAND ISLAND
PAVING PROJECT #2005-P-2

U.S. HIGHWAY #281

LEGEND

FOUND CORNER	●
SET CORNER (3/4"PIPE)	○
SECTION CORNER	△
TEMPORARY POINT	×
MEASURED DISTANCE	(M)
RECORDED DISTANCE	(R)
R.O.W. TRACT	



JOHN R. MENARD
LOT 6, MENARD
2ND SUBD.

LOT 6, MENARD
2ND SUBD.

EXISTING 16'
UTILITY EASEMENT

N89°10'32"W 255.08'(M), 254.98'(R)
LOT 7, MENARD 2ND SUBD.

P.O.B.

DIERS AVENUE

SECTION TIES

LEGAL DESCRIPTION

A TRACT OF LAND CONSISTING OF PART OF LOT 6, MENARD SECOND SUBDIVISION, LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4, NE1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 6, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY (R.O.W.) LINE OF DIERS AVENUE AND THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N00°20'26"E ALONG THE WEST LINE OF SAID LOT 6 A DISTANCE OF 227.10 FEET TO A NORTHWESTERLY CORNER OF SAID LOT 6; THENCE N38°52'23"E ALONG THE NORTHWEST LINE OF SAID LOT 6 A DISTANCE OF 27.85 FEET TO A NORTHWESTERLY CORNER OF SAID LOT 6, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE EAST R.O.W. LINE OF DIERS AVENUE AND THE SOUTH R.O.W. LINE OF CAPITAL AVENUE; THENCE S89°00'53"E ALONG THE NORTH LINE OF SAID LOT 6 A DISTANCE OF 190.09 FEET TO A NORTHEASTERLY CORNER OF SAID LOT 6; THENCE S39°09'42"E ALONG THE NORTHEAST LINE OF SAID LOT 6 A DISTANCE OF 48.99 FEET; THENCE N89°03'22"W A DISTANCE OF 211.60 FEET; THENCE S46°42'02"W A DISTANCE OF 23.49 FEET; THENCE S00°20'26"W A DISTANCE OF 195.05 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 6; THENCE N89°10'32"W ALONG SAID SOUTH LINE A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 10434.79 SQUARE FEET OR 0.240 ACRES MORE OR LESS.

JAI ANDRIST, NEBRASKA REGISTERED LAND SURVEYOR NO., LS-630

DATE



OLSSON ASSOCIATES

ENGINEERS - PLANNERS - SCIENTISTS - SURVEYORS

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OMAHA DENVER LINCOLN PHOENIX HOLDREGE KANSAS CITY GRAND ISLAND SOUTH SIOUX CITY

TEMPORARY CONSTRUCTION EASEMENT

TRACT NO. 19, CITY OF GRAND ISLAND
PAVING PROJECT #2005-P-2

RIGHT-OF-WAY FOR
CITY OF GRAND ISLAND
PAVING PROJECT #2005-P-2

CAPITAL AVENUE

CAPITAL AVENUE
RIGHT-OF-WAY

N46°42'02"E
23.49'

S89°03'22"E 211.60'

S39°09'42"E
19.61'

N89°03'22"W 231.08'

JOHN R. MENARD
LOT 3, MENARD 2ND SUBD.
LOT 6,
MENARD 2ND SUBD.

DIERS AVENUE

U.S. HIGHWAY #281

S00°20'26"W 196.41'

N00°20'26"E 195.05'

EXISTING 16'
UTILITY EASEMENT

POINT OF
COMMENCEMENT
S89°11'04"E
10.00'

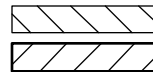
N89°11'04"W 10.00'
P.O.B.

LOT 7,
MENARD 2ND SUBD.

LEGEND

R.O.W. TRACT

TEMPORARY EASEMENT



EASEMENT DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT CONSISTING OF PART OF LOT 6 OF MENARD SECOND SUBDIVISION, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4, SE1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHWEST CORNER OF SAID LOT 6; THENCE ON AN ASSUMED BEARING OF S89°11'04"E ALONG THE SOUTH LINE OF SAID LOT 6 A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE N00°20'26"E A DISTANCE OF 195.05 FEET; THENCE N46°42'02"E A DISTANCE OF 23.49 FEET; THENCE S89°03'22"E A DISTANCE OF 211.60 FEET TO A POINT ON THE NORTHEAST LINE OF SAID LOT 6; THENCE S39°09'42"E ALONG SAID NORTHEAST LINE A DISTANCE OF 19.61 FEET; THENCE N89°03'22"W A DISTANCE OF 231.08 FEET; THENCE S00°20'26"W A DISTANCE OF 196.41 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 6; THENCE N89°11'04"W ALONG SAID SOUTH LINE A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 5347.50 SQUARE FEET OR 0.123 ACRES MORE OR LESS.

EXHIBIT "A"

LOT 6, MENARD 2ND SUBD.
CITY OF GRAND ISLAND,
HALL COUNTY, NE



OLSSON ASSOCIATES
ENGINEERS - PLANNERS - SCIENTISTS - SURVEYORS

201 EAST 2ND STREET - GRAND ISLAND, NEBRASKA 68801 - 308-384-8750 - FAX 308-384-8752
OMAHA DENVER LINCOLN PHOENIX HOLDREGE KANSAS CITY GRAND ISLAND SOUTH SIOUX CITY

DATE:

JUNE, 2005

OA #2004-1226

FILED

IN THE COUNTY COURT OF HALL COUNTY, NEBRASKA

OCT 01 2007

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

Condemner,

v.

POLAND OIL, INC., SUNTRUST BANK,
LIBRARY RESTAURANT & LOUNGE, INC.,
MARIAN M. BROWN, KYLIE J. KRUGER,
SHAD R. KRUGER, FIRST AMERICANS
INSURANCE GROUP, INC.

JOHN R. MENARD

Condemnees.

REYNALDAA CARPENTER
CLERK MAGISTRATE
HALL CO. COURT

Case No. **CI07-4107**

REPORT OF APPRAISERS

NOW on this 1st day of October, 2007, the undersigned, being the duly appointed, qualified and acting appraisers in the above-entitled matter, do hereby make and file this report, showing unto the Court:

1. The undersigned were duly appointed appraisers in the above-entitled matter by Order Appointing Appraisers dated August 29, 2007.

2. Before entering upon the duties as appraisers in the above-entitled matter, the undersigned duly took and subscribed an oath to support the Constitutions of the United States and the State of Nebraska, and to faithfully and impartially discharge their duties as required by law.

3. The undersigned appraisers carefully inspected and viewed the real estate hereinafter specified sought to be taken and also any other property of the Condemnees damaged thereby and heard all parties interested therein to the amount of damages while so inspecting and

viewing the property. Those appearing were:

ROBERTA HERBST

CAMILLE GLAZE

THOMAS H FAUSCH

4. Said appraisers did meet on October 1, 2007, at 9 o'clock, a.m., to assess the damages that the Condemnees sustained by the taking of the hereinafter specified property by the Condemner, at which time said appraisers did receive evidence relative to the amount of damages that will be sustained by the owner of said real estate. Those who appeared were: _____

ROBERTA HERBST

CAMILLE GLAZE

THOMAS H FAUSCH

5. The undersigned appraisers find that the amount of damages sustained by the Condemnees, as owner of the below described real estate, by reason of the taking thereof by the Condemner for public right of way and temporary easements, to be as follows:

TRACT 5 PERMANENT EASEMENT

A PUBLIC UTILITY AND WALK EASEMENT CONSISTING OF PART OF LOT 1, BLOCK 1 OF DICKEY SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4, SE1/4) OF SECTION 1, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2, BLOCK 1 OF SAID DICKEY SUBDIVISION, SAID POINT BEING ON THE EAST RIGHT-OF-WAY (R.O.W.) LINE OF U.S. HIGHWAY #281; THENCE ON AN ASSUMED BEARING OF S00°29'32"W ALONG THE WEST LINE OF SAID LOTS 1 AND 2 A DISTANCE OF 471.69 FEET TO THE POINT OF BEGINNING; THENCE S88°33'03"E A DISTANCE OF 176.69 FEET; THENCE N66°24'30"E A DISTANCE OF 9.84 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; SAID LINE ALSO BEING THE WEST R.O.W. LINE OF ST. PATRICK AVENUE; THENCE S00°16'58"W ALONG SAID EAST LINE OF LOT 1 A DISTANCE OF 17.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, SAID CORNER ALSO BEING THE

POINT OF INTERSECTION OF THE WEST R.O.W. LINE OF ST. PATRICK AVENUE AND THE NORTH R.O.W. LINE OF CAPITAL AVENUE; THENCE N89°00'48"W ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 185.72 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID CORNER ALSO BEING THE POINT OF INTERSECTION OF THE NORTH R.O.W. LINE OF CAPITAL AVENUE AND THE EAST R.O.W. LINE OF U.S. HIGHWAY #281; THENCE N00°29'32"E ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 14.33 FEET TO THE POINT OF BEGINNING. SAID PUBLIC UTILITY AND WALK EASEMENT CONTAINS 2541.15 SQUARE FEET OR 0.058 ACRES MORE OR LESS.

TRACT 5 TEMPORARY EASEMENT

A TEMPORARY CONSTRUCTION EASEMENT CONSISTING OF PART OF LOT 1, BLOCK 1 OF DICKEY SUBDIVISION, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4, SE1/4) OF SECTION 1, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF N00°29'32"E ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 14.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°29'32"E ALONG SAID WEST LINE A DISTANCE OF 10.00 FEET; THENCE S88°33'03"E A DISTANCE OF 149.65 FEET; THENCE N00°16'58"E A DISTANCE OF 35.38 FEET; THENCE S89°00'48"E A DISTANCE OF 21.50 FEET; THENCE N00°16'58"E A DISTANCE OF 101.36 FEET; THENCE S89°43'02"E A DISTANCE OF 14.50 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE S00°16'58"W ALONG SAID EAST LINE A DISTANCE OF 143.04 FEET; THENCE S66°24'30"W A DISTANCE OF 9.84 FEET; THENCE N88°33'03"W A DISTANCE OF 176.69 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 4587.82 SQUARE FEET OR 0.105 ACRES MORE OR LESS.

For permanent right of way and temporary construction easement the sum of

POLAND OIL, INC., SUNTRUST BANK
LIBRARY RESTAURANT & LOUNGE, INC.,
MARIAN M. BROWN, KYLIE J. KRUGER,
SHAD R. KRUGER, FIRST AMERICANS INSURANCE
GROUP, INC.

\$ 40,785.⁰⁰

TRACT 16 RIGHT OF WAY

A TRACT OF LAND CONSISTING OF PART OF LOT 2, MENARD SECOND SUBDIVISION, LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4, NE1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE AND THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S89°00'53"E ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 229.36 FEET TO A NORTHEASTERLY CORNER OF SAID LOT 2, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE SOUTH R.O.W. LINE OF CAPITAL AVENUE AND THE WEST R.O.W. LINE OF CARLETON AVENUE; THENCE S41°18'54"E ALONG THE NORTHEAST LINE OF SAID LOT 2 A DISTANCE OF 28.11 FEET TO A NORTHEASTERLY CORNER OF SAID LOT 2; THENCE N64°57'47"W A DISTANCE OF 36.36 FEET; THENCE N89°01'29"W A DISTANCE OF 122.48 FEET; THENCE N85°18'49"W A DISTANCE OF 92.78 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1257.11 SQUARE FEET OR 0.029 ACRES MORE OR LESS.

TRACT 16 TEMPORARY EASEMENT

A TEMPORARY CONSTRUCTION EASEMENT CONSISTING OF PART OF LOT 2 OF MENARD SECOND SUBDIVISION, LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4, NE1/4) OF SECTION 12, T11N, R10W OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE ON AN ASSUMED BEARING OF N00°15'16"E ALONG THE WEST LINE OF SAID LOT 2 A DISTANCE OF 204.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°15'16"E ALONG SAID WEST LINE A DISTANCE OF 21.01 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S85°18'49"E A DISTANCE OF 92.78 FEET; THENCE S89°01'29"E A DISTANCE OF 122.48 FEET; THENCE S64°57'47"E A DISTANCE OF 36.36 FEET TO A POINT ON THE WEST RIGHT-OF-WAY (R.O.W.) LINE OF CARLETON AVENUE; THENCE S00°15'07"W ALONG SAID WEST R.O.W. LINE A DISTANCE OF 0.17 FEET; THENCE N89°01'29"W A DISTANCE OF 248.01 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 3753.16 SQUARE FEET OR 0.086 ACRES MORE LESS.

For permanent right of way and temporary construction easement the sum of

JOHN R. MENARD

\$ 9,810.⁰⁰

TRACT 17 RIGHT OF WAY

A TRACT OF LAND CONSISTING OF PART OF LOT 3, MENARD SECOND SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4, NE1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NORTHEASTERLY CORNER OF LOT 6 OF SAID MENARD SECOND SUBDIVISION, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE; THENCE ON AN ASSUMED BEARING OF N89°00'53"W ALONG SAID SOUTH R.O.W. LINE A DISTANCE OF 637.47 FEET TO THE NORTHEAST CORNER OF SAID LOT 3, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S00°19'09"W ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 10.05 FEET; THENCE N86°03'59"W A DISTANCE OF 56.05 FEET; THENCE N88°21'33"W A DISTANCE OF 38.71 FEET; THENCE S72°23'29"W A DISTANCE OF 29.29 FEET; THENCE S20°07'11"W A DISTANCE OF 23.22 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3, SAID LINE ALSO BEING THE EAST R.O.W. LINE OF CARLETON AVENUE; THENCE N00°15'20"E ALONG THE WEST LINE OF SAID LOT 3 A DISTANCE OF 16.21 FEET TO A NORTHWESTERLY CORNER OF SAID LOT 3; THENCE N42°39'21"E ALONG THE NORTHWEST LINE OF SAID LOT 3 A DISTANCE OF 29.17 FEET TO A NORTHWESTERLY CORNER OF SAID LOT 3, SAID CORNER ALSO BEING THE POINT OF INTERSECTION OF THE EAST R.O.W. LINE OF CARLETON AVENUE AND THE SOUTH R.O.W. LINE OF CAPITAL AVENUE; THENCE S89°00'53"E ALONG THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 110.75 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1066.63 SQUARE FEET OR 0.024 ACRES MORE OR LESS.

TRACT 17 TEMPORARY EASEMENT

A TEMPORARY CONSTRUCTION EASEMENT CONSISTING OF PART OF LOT 3 OF MENARD SECOND SUBDIVISION, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4, SE1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3, THENCE ON AN ASSUMED BEARING OF S00°19'09"W ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 10.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S00°19'09"W ALONG SAID EAST LINE A DISTANCE OF 12.76 FEET; THENCE N88°21'33"W A DISTANCE OF 92.47 FEET; THENCE S72°23'29"W A DISTANCE OF 26.74 FEET; THENCE S59°03'23"W A DISTANCE OF 14.61 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3; THENCE N20°07'11"E A DISTANCE OF 23.22 FEET; THENCE N72°23'29"E A DISTANCE OF 29.29 FEET; THENCE S88°21'33"E A DISTANCE OF 38.71 FEET; THENCE S86°03'59"E A DISTANCE OF 56.05 FEET TO THE POINT OF

BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 1867.52 SQUARE FEET OR 0.043 ACRES MORE OR LESS.

For permanent right of way and temporary construction easement the sum of

JOHN R. MENARD

\$ 7,520.⁰⁰

TRACT 19 RIGHT OF WAY

A TRACT OF LAND CONSISTING OF PART OF LOT 6, MENARD SECOND SUBDIVISION, LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4, NE1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 6, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY (R.O.W.) LINE OF DIERS AVENUE AND THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N00°20'26"E ALONG THE WEST LINE OF SAID LOT 6 A DISTANCE OF 227.10 FEET TO A NORTHWESTERLY CORNER OF SAID LOT 6; THENCE N38°52'23"E ALONG THE NORTHWEST LINE OF SAID LOT 6 A DISTANCE OF 27.85 FEET TO A NORTHWESTERLY CORNER OF SAID LOT 6, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE EAST R.O.W. LINE OF DIERS AVENUE AND THE SOUTH R.O.W. LINE OF CAPITAL AVENUE; THENCE S89°00'53"E ALONG THE NORTH LINE OF SAID LOT 6 A DISTANCE OF 190.09 FEET TO A NORTHEASTERLY CORNER OF SAID LOT 6; THENCE S39°09'42"E ALONG THE NORTHEAST LINE OF SAID LOT 6 A DISTANCE OF 48.99 FEET; THENCE N89°03'22"W A DISTANCE OF 211.60 FEET; THENCE S46°42'02"W A DISTANCE OF 23.49 FEET; THENCE S00°20'26"W A DISTANCE OF 195.05 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 6; THENCE N89°10'32"W ALONG SAID SOUTH LINE A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 10434.79 SQUARE FEET OR 0.240 ACRES MORE OR LESS.

TRACT 19 TEMPORARY EASEMENT

A TEMPORARY CONSTRUCTION EASEMENT CONSISTING OF PART OF LOT 6 OF MENARD SECOND SUBDIVISION, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4, SE1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHWEST CORNER OF SAID LOT 6; THENCE ON AN ASSUMED BEARING OF S89°11'04"E ALONG THE SOUTH LINE OF SAID LOT 6 A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE N00°20'26"E A DISTANCE OF 195.05 FEET; THENCE N46°42'02"E A DISTANCE OF 23.49 FEET; THENCE S89°03'22"E

A DISTANCE OF 211.60 FEET TO A POINT ON THE NORTHEAST LINE OF SAID LOT 6;
THENCE S39°09'42"E ALONG SAID NORTHEAST LINE A DISTANCE OF 19.61 FEET;
THENCE N89°03'22"W A DISTANCE OF 231.08 FEET; THENCE S00°20'26"W A
DISTANCE OF 196.41 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 6;
THENCE N89°11'04"W ALONG SAID SOUTH LINE A DISTANCE OF 10.00 FEET TO THE
POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS
5347.50 SQUARE FEET OR 0.123 ACRES MORE OR LESS.

For permanent right of way and temporary construction easement the sum of

JOHN R. MENARD

\$ 108,900.⁰⁰

NOW, THEREFORE, the undersigned appraisers do hereby find and assess the
damages that will be suffered by the Condemnees by reason of the taking of the real estate for an
easement for public utilities to be:

For permanent right of way and temporary construction easement the sum of

POLAND OIL, INC., SUNTRUST BANK
LIBRARY RESTAURANT & LOUNGE, INC.
DELBERT M. BROWN, MARIAN M. BROWN
KYLIE J. KRUGER, SHAD R. KRUGER AND
FIRST AMERICANS INSURANCE GROUP, INC. \$

40,785.⁰⁰

JOHN R. MENARD

\$ 126,230.⁰⁰

Roberta J. Herbst
Appraiser

Camille G. Blazey
Appraiser

Thomas H. Smith
Appraiser

Deynalda Carpenter
CLERK MAGISTRATE

WITNESSED BY:

DATED: OCTOBER 1ST, 2007



RESOLUTION 2007-253

WHEREAS, on November 14, 2006, by Resolution Nos. 2006-332 and 2006-334, the City Council of Grand Island, Nebraska, authorized city staff to acquire certain tracts of land for the Capital Avenue Widening Project; and

WHEREAS, a condemnation hearing was held in Hall County Court on October 1, 2007 wherein the Board of Appraisers issued their determination; and

WHEREAS, in order to continue with the widening project of Capital Avenue, it is necessary that the city deposit with Hall County Court the amount of \$167,015.00 as determined by the Board of Appraisers.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the city deposit with the Hall County Court the sum of \$167,015.00 in accordance with the laws of eminent domain.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 9, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 4, 2007	☐ City Attorney



City of Grand Island

Tuesday, October 09, 2007

Council Session

Item G17

#2007-254 - Approving Bid Award for Water Main District 453T, Sanitary Sewer District 522T, and Sanitary Lift Station #22 to serve the National Guard Helicopter Facility

Staff Contact: Steve Riehle, City Engineer/Public Works Director

Council Agenda Memo

From: Gary R. Mader, Utilities Director
Steve Riehle, Public Works Director
Wesley Nespor, Asst. City Attorney/Purchasing

Meeting: October 9, 2007

Subject: Water Main District 453T, Sanitary Sewer District 522T,
and Sanitary Lift Station #22

Item #'s: G-17

Presenter(s): Gary R. Mader, Utilities Director
Steve Riehle, Public Works Director

Background

This is a combined project of the City's Utilities and Public Works Departments for the installation of a water main, sanitary sewer lines, and a sanitary lift station to provide municipal infrastructure to the new Air Guard facility being built east of the Airport. The work is located in the northeast part of the City of Grand Island, across part of the Central Nebraska Regional Airport. The project will commence at Sky Park Road, approximately one half (1/2) mile north of Capital Avenue. The alignment will run northeasterly along the southerly side of the Airport to a point on the westerly side of the Grand Island Army Aviation Support Facility at the northeast corner of Shady Bend Road and Airport Road. Attached for reference is a map showing the construction area.

Discussion

On August 20, 2007, the Utilities Department and Waste Water Division of the Public Works Department advertised for bids for the construction. The completion date listed in the bid specifications was May 31, 2008.

The water main and sanitary sewer construction contract is to be awarded to a single bidder. The bid award is based on the least total cost for the entire project (water main, plus sanitary sewer force main, gravity sewer, and lift station).

The contract specifications were sent to eleven construction firms, seven material suppliers, and four information services. Two (2) bids were received and opened on

September 13, 2007. The Utilities Department, the Waste Water Division of the Public Works Department and the Purchasing Division of the City Attorney's Office have reviewed the bids. Below is a summary of the received bids:

Bidder:	General Excavating	Diamond Engineering Co.
	Lincoln, NE	Grand Island, NE
Exceptions:	None	None

Bid Prices:

Water Main:	\$370,313.00	\$296,985.26
Sanitary & Lift Station	\$402,889.00	\$316,385.84
TOTAL BID	\$773,202.00	\$613,371.10

The bid of \$613,371.10 from the Diamond Engineering Company is under the Engineer's estimate of \$1,127,410.00. The low bid has been reviewed by Utilities and Public Works Engineering Staff, and is in compliance with the specifications.

There are sufficient funds in Water Fund #525, and Sanitary Sewer Fund #530.

Alternatives

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

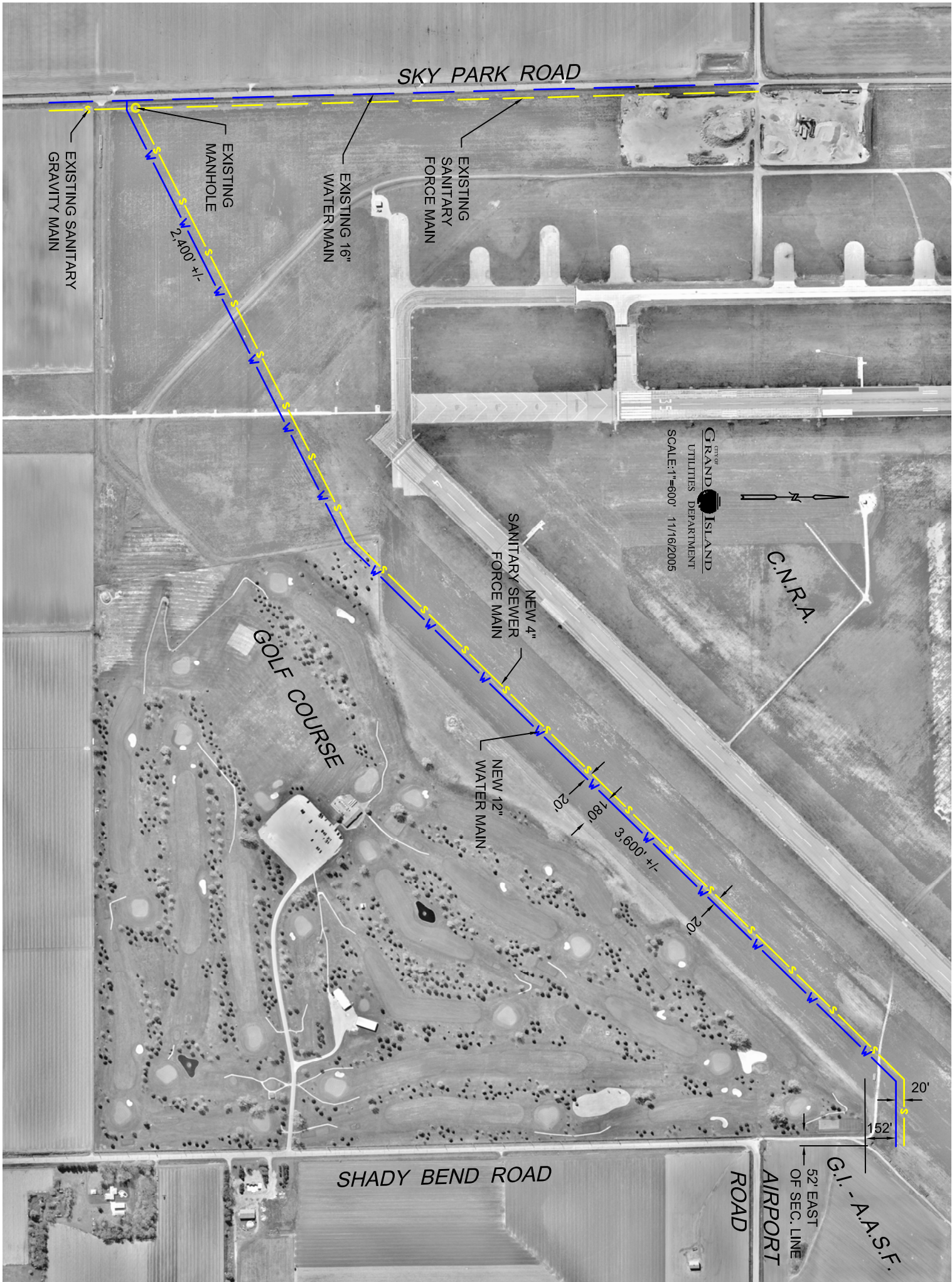
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the bid award to The Diamond Engineering Company of Grand Island, NE in the amount of \$613,371.10.

Sample Motion

Move to approve the award of the contract to The Diamond Engineering Company of Grand Island, NE in the amount of \$613,371.10.



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 13, 2007 at 11:00 a.m.

FOR: Water Main District 453T, Sanitary Sewer District 522T and
Sanitary Lift Station #22

DEPARTMENT: Utilities & Public Works

ESTIMATE: \$491,000.00 Water
\$636,410.00 Sanitary Sewer & Lift Station

FUND/ACCOUNT: 525 Water
5300053092-5213 Sanitary Sewer & Lift Station

PUBLICATION DATE: August 20, 2007

NO. POTENTIAL BIDDERS: 11

SUMMARY

Bidder:	<u>General Excavating</u> Lincoln, NE	<u>Diamond Engineering Co.</u> Grand Island, NE
Bid Security:	Universal Surety Co.	Universal Surety Co.
Exceptions:	None	None
Bid Price:		
Water Main 453T:	\$370,313.00	\$296,985.26
Sanitary & Lift:	<u>\$402,889.00</u>	<u>\$316,385.84</u>
Total:	\$773,202.00	\$613,371.10

cc: Gary Mader, Utilities Director
Pat Gericke, Utilities Admin. Assist.
Bud Buettner, Assist. PW Director
Ben Thayer, WWTP Supt.
Dale Shotkoski, City Attorney
Sherry Peters, Legal Secretary

Bob Smith, Assist. Utilities Director
Steve Riehle, Public Works Director
Tom Barnes, Senior Civil Engineer
Catrina Delosh, PW Admin. Assist.
Wes Nespor, Assist. City Attorney

RESOLUTION 2007-254

WHEREAS, the City of Grand Island invited sealed bids for Water Main District No. 453T, Sanitary Sewer District 522T and Sanitary Lift Station #22, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on September 13, 2007, bids were received, opened and reviewed; and

WHEREAS, The Diamond Engineering Company, of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$613,371.10; and

WHEREAS, the bid of The Diamond Engineering Company, is less than the estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Company, of Grand Island, Nebraska, in the amount of \$613,371.10 for Water Main District No. 453T, Sanitary Sewer District 522T and Sanitary Lift Station #22 is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute a contract with such contractor for such project on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 9, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 4, 2007	☐ City Attorney



City of Grand Island

Tuesday, October 09, 2007

Council Session

Item G18

#2007-255 - Approving 2007 Victim's Of Crime Act (VOCA) Grant Award

Staff Contact: Steve Lamken

Council Agenda Memo

From: Captain Robert Falldorf, Police Department
Meeting: October 9, 2007
Subject: 2007 VOCA Grant Award
Item #'s: G-18
Presenter(s): Steve Lamken, Chief of Police

Background

The Grand Island Police Department has been awarded a 2007 Victim's Of Crime Act (VOCA) Grant in the amount of \$33,684 from the Nebraska Commission on Law Enforcement and Criminal Justice. The city and county share the match (cash and in-kind) for this grant in the amount of \$8,421, which the city share of the cash amount was an expense approved in the 2008 FY Budget. The program period for this grant is from 10-1-07 through 9-30-08.

Discussion

A requirement for acceptance of the grant is that the grant award be signed by the Mayor and the special conditions page be agreed to and signed by the Mayor. The Grand Island Police Department is requesting that the listed grant award be signed for acceptance of the award.

Alternatives

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

1. Approve the award and accept the VOCA grant funds.
2. Send to committee for further discussion.
3. Table for more discussion.
4. Take no action.

Recommendation

City Administration recommends that the Council approve the award and accept the 2007 VOCA grant funding in the amount of \$33,684.

Sample Motion

Move to approve the award and accept the 2007 VOCA grant funding.

**Nebraska Commission
on Law Enforcement
and Criminal Justice**

Grant Award

Subgrantee City of Grand Island	Grant Number 07-VA-237	Date of Award July 27, 2007	CFDA # 16.575
Project Title Grand Island/Hall Co. Victim Asst. Program	Grant Amount Federal \$33,684 Match \$ 8,421 Total \$42,105		

Approved Budget For Project

CATEGORY	FEDERAL SHARE	MATCH SHARE	TOTAL PROJECT COST
Personnel	\$33,684.00	\$7,240.00	\$40,924.00
Consultants/Contracts			
Travel			
Supplies/Operating/Expenses		1,181.00	1,181.00
Construction/Equipment Rental			
Equipment			
Other			
Total Amount	\$33,684.00	\$8,421.00	\$42,105.00
% Contribution	80%	20%	100%

This award is subject to the General and Fiscal Conditions established by the Nebraska Commission on Law Enforcement and Criminal Justice and to the and Criminal Justice and to the special conditions enclosed with this award is indicated below.

The grant period will be from October 1, 2007 to September 30, 2008 except as authorized by the Commission. To be a valid grant, this Grant Award must be signed and returned to the Commission within 30 days of receipt. Subgrantees will retain the Pink copy.

The subgrantee hereby attests and affirms that the required cash match will be designated, appropriated, and expanded for the project within the duration of the Grant period.



This award is subject to special conditions (enclosed).



Signature of Executive Director or Representative

Michael E. Behm, Executive Director

Typed Name and Title

9-5-07
Date



Signature of Project Director

Robert Falldorf, Captain

Typed Name and Title

10-2-07
Date



Signature of Financial Officer

(County Treasurer, City Clerk, etc.)

Romona Kelly, Adm. Sec.

Typed Name and Title

10-2-07
Date

Signature of Authorized Official
(Mayor, County Board Chairman, Chair of non-profit Board etc.)

Margaret Hornady, Mayor

Typed Name and Title

Date



Subgrant Special Conditions

Distribution:

Original to Commission
One copy to Subgrantee

Subgrantee: City of Grand Island	Subgrant Number: 07-VA-237
	Subgrant Title: Grand Island/Hall Co. Victim Asst. Program

This contract is subject to the standard conditions agreed to in the original application and the signed Certified Assurances. In addition, the subgrantee must comply with the Office of Justice Programs "Financial and Administrative Guide for Grants" (OJP M 7100.1C), Federal Program Guidelines and the Commission on Law Enforcement and Criminal Justice (Crime Commission) Guidelines and the following special conditions:

1. The Commission shall have access to all project related materials for the purposes of audit and examinations. All records shall be retained for five (5) years from the date of the final fiscal report unless an audit is in progress or the findings of a completed audit have not been resolved satisfactorily;
2. Audits – All audits will comply with the Single Audit Act of 1984, as amended. Audits for private non-profit agencies shall comply with Circular A-133;

Agencies and organizations receiving federal funds from various sources totaling \$500,000 or more during their Fiscal Year are required to have an annual audit. Total cost of the audit must be prorated among funding sources. Agencies and organizations receiving federal funds from various sources totaling less than \$500,000 during their Fiscal Year are not required to have an annual audit. However, a complete agency audit complying with the Single Audit Act of 1984, as amended, is highly recommended once every three years for private non-profit agencies receiving funding from the Crime Commission.

One copy of the audit along with the "Letter of Management" and the Findings of the audit are required to be submitted to the Crime Commission, if they are not part of the audit.

3. Accounting Procedures – Awarded applicants shall implement and maintain an accounting system which accurately reflects income received, expenditures, and documentation of expenditures. Each source of income must be accounted for separately and a clear audit trail for each source of funding must be maintained. Matching funds need not be applied at the exact time or in the required proportion to the obligation of Federal funds. However, the full matching share must be obligated by the end of the project period. Accounting records are to be available for monitors and audits;

If at any time an impropriety is found in the accounting or use of any funds received by the subgrantee, the Crime Commission must be notified immediately and informed about how the agency will address the problem.

4. Acceptance of Grant Award and Special Conditions

– **Grant Award** must be accepted; signed by the subgrantee's authorized official, the director of the project and the fiscal officer; and, returned to the Crime Commission within thirty (30) days from the date the Grant Award is mailed to the subgrantee;

– **Special Conditions** must be accepted, signed by the subgrantee's authorized official, director of the project, and the fiscal officer, and returned to the Crime Commission within thirty (30) days from the date the Special Conditions are mailed to the subgrantee;

SUBGRANT SPECIAL CONDITIONS - Page 2

5. Reporting Requirements

- **Grant Activity Summary Reports** are required **quarterly**. Reports are due by the 15th of the month following the end of each quarter during the grant period;
- **Cash Report/Cash Requests** are required **quarterly**. Reports are due by the 15th of the month following the end of each quarter during the grant period as well as the final "Cash Report" reflecting the total grant expenditures at the end of the grant period.
- **Statistical Reports** are required **quarterly**. Reports are due by the 15th of the month following the end of each quarter. Statistics are to be provided electronically unless the Crime Commission has approved another method to submit statistics.
- **Regardless of the start date of the grant project**, quarterly reports are due for normal quarters as listed below.

Jan. - March	July - Sept.
April - June	Oct. - Dec.

6. Use of Federal Grant Funds

- Federal grant funds will not be used to supplant State, local or any other funds that would otherwise be available. The agency's budget cannot decrease as a result of grant dollars. If an existing employee is assigned to this project and their salary is paid with grant funds, his or her position must be backfilled. The agency's personnel cannot decrease as a result of this grant project;
- No Federal grant funds shall be used for costs existing prior to the grant period;
- No indirect costs shall be allowed. Indirect cost is defined as payment for grant management services, accounting services, grant securing services, or any other costs of an organization that are not readily assignable to a particular project;
- Federal and matching funds are to be used for the purpose stated in the approved grant application. Any changes must be approved by the Nebraska Crime Commission prior to the change taking place;
- Federal funds cannot be used for lobbying. If matching funds are used for lobbying, a disclosure report shall be submitted to the Crime Commission;
- No other Federal funds shall be used to meet the match requirement;
- Crime Commission funding cannot be placed in interest bearing accounts by private non-profit agencies;

6a. Victim Witness Programs - Use of Federal VOCA Funds

- VOCA grant funds **are to be used** to provide direct services to individual crime victims and at no cost to the victim.
- VOCA guidelines define a victim as a person who has suffered physical, sexual, financial, or emotional harm as a result of the commission of a crime. The primary purpose of VOCA grant funds is to support the provision of services to victims. Services are those efforts that respond to the emotional and physical needs of crime victims; assist primary and secondary victims of crime to stabilize their lives after a victimization; assist victims to understand and participate in the criminal justice system; and, provide victims of crime with a measure of safety and security.
- The purpose of a victim witness program is to advocate for victims and provide timely assistance to individual victims of crime. Advocacy should begin within 72 hours or the next business day after the incident for all serious crimes (homicide, sexual assault, assaults) and most crimes against the elderly. Victim Witness Units located in County Attorney offices are to have a process in place to receive law enforcement incident reports for victims of serious crimes and crimes against the elderly so that advocacy can begin within 72 hours or sooner.

SUBGRANT SPECIAL CONDITIONS – Page 3

- VOCA funds are **not** for the purpose of providing services to businesses **unless** an individual or individuals within the business is a victim of a crime.
 - Policies and procedures are required that include when and how victim contact will be made and when and how follow up contact will be made.
 - VOCA funds **cannot be used** for any of the following:
 - ✓ Any activity or expense that is the responsibility of the prosecutor or the law enforcement agency and including any activities directed at prosecuting an offender and/or improving the criminal justice system's effectiveness and efficiency; gathering evidence; witness management and notification (VOCA funds may **only** be used to notify witnesses who are also a victim of the crime); expert testimony at trials; victim witness protection costs and subsequent lodging and meal expenses;
 - ✓ Capital expenditures;
 - ✓ Community education;
 - ✓ Crime prevention activities;
 - ✓ Development of protocols, interagency agreements and other working agreements;
 - ✓ Fund-raising activities;
 - ✓ Indirect organizational costs;
 - ✓ Individual membership dues;
 - ✓ Land acquisition;
 - ✓ Legislative and administrative duties of staff;
 - ✓ Lobbying and administrative advocacy;
 - ✓ Needs assessments, surveys, evaluations or studies;
 - ✓ Perpetrator rehabilitation and counseling or any other activities involving or relating to perpetrators;
 - ✓ Professional services of doctors and lawyers;
 - ✓ Purchasing or leasing vehicles;
 - ✓ Reimbursement to crime victims for expenses incurred as a result of a crime, including property loss;
 - ✓ Relocation expenses for the victim.
 - VOCA funding will be in jeopardy if all victims of serious crimes and most crimes against the elderly are not provided advocacy services in a timely manner and if funds are used for any activities or expenses that are the responsibility of the prosecutor or law enforcement agency.
7. The Subgrantee must insure any required match is met and that match is documented before the end of the project period. Match, both cash or in-kind, must be documented in the agency's accounting system.
 8. The subgrantee Project Director and/or Fiscal Officer or a designated representative shall attend the Grant Management Training sponsored by the Crime Commission, if required. At least one Board member of a Private Non-profit agency receiving grant funds from the Crime Commission shall also attend Grant Management Training.
 9. Any publicity of this project will include an acknowledgement of funding by the Nebraska Commission on Law Enforcement and Criminal Justice (Crime Commission). A copy of such publicity shall be sent to the Crime Commission. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal or State money, all grantees receiving funds, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal or State money, and (2) the dollar amount of Federal or State funds for the project or program.
 10. The subgrantee agrees that any publication (written, visual or sound, excluding press releases, newsletters and issue analysis) issued by the subgrantee describing programs or projects funded in whole or in part with Federal funds, shall contain the following statement: "This project was supported by Grant #}«Grant_Number» awarded by the Nebraska Crime Commission.

SUBGRANT SPECIAL CONDITIONS – Page 4

Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the Commission." Two copies of any such publication are to be submitted to the Crime Commission.

11. The Subgrantee assures it and all its contractors will comply with all applicable nondiscrimination requirements as set forth by federal and state laws. No person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or be denied employment in connection with any activities receiving funds under the Act on the basis of race, color, religion, age, sex, national origin or handicap.

In the event a federal or state court or administrative agency makes a finding of discrimination after a due process hearing the recipient of funds will forward a copy of the finding to the Office of Civil Rights Compliance of the Office of Justice Programs in Washington, D.C. Additionally, a copy of the findings are to also be sent to the Crime Commission. If required, the subgrantee will formulate an Equal Employment Opportunity Program (EEOP) in accordance with 28 CFR 42.301 et. seq.

12. The subgrantee must comply with the Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d. Subgrantees receiving Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). Information on the civil right responsibilities, please see <http://www.lep.gov>.
13. The subgrantee will address required contingencies to the award as stated on the Summary Comment Sheet. Grant funds will not be released until all contingencies are addressed.
14. If at any time during the grant period the subgrantee is barred from doing business with the Federal Government, the Crime Commission shall be notified by the subgrantee in writing.
15. All agencies who are participants in the awarded project shall establish and maintain a drug free work-place policy.
16. Time sheets must be maintained for grant funded positions and include the signature of the employee and their supervisor. Volunteer positions used as match are to be documented and, to the extent feasible, supported by the same methods used for employees.
17. Private Non-profit Agency Board Responsibilities – Two board members of private non-profit agencies awarded funds shall review, on a quarterly basis, all expenditures for the agency. This review shall include, but is not limited to, checks written for the period, deposits, assurance of a balanced checkbook, review of the entries in the agency's ledgers and review of the income received from funding agencies and donations.
18. Volunteers are to be utilized by the subgrantee throughout the duration of the project. Volunteer services must be documented, and to the extent feasible, by the same methods used by the subgrantee for its paid employees;
19. At no time shall a victim's name, address, phone number or other identifying information be divulged to another individual or agency unless they are part of the criminal justice or health and human services system unless the victim has given prior voluntary written consent for such release of information.
20. Office of Justice Program Financial Guidelines and VOCA Guidelines must be followed for the purchase and property management of computers and/or equipment, including the disposal of computers and/or equipment purchased with VOCA funds. Computers purchased with federal VOCA grant funds must be compatible with the case management program and be able to electronically submit statistics to the Crime Commission. Minimum specifications, as determined by the Crime Commission, are required for any computer purchased with VOCA funds.
21. The subgrantee shall cooperate, coordinate and have the active participation and support of law enforcement and criminal justice agencies within the jurisdiction of the assisting agency and will cooperate and coordinate with any coordinated response efforts;

SUBGRANT SPECIAL CONDITIONS – Page 5

22. Subgrantee must provide services to victims of federal crimes on the same basis as victims of state/local crimes;
23. Subgrantee is required to help victims apply for Crime Victims' Reparations (CVR) benefits, i.e., identifying and notifying crime victims of the availability of compensation, assisting victim with application forms and procedures, obtaining necessary documentation, and/or checking on claim status. Victim is responsible for mailing CVR claims to the Crime Commission but subgrantee may provide the envelope and stamp;
24. Subgrantee is required to provide information to victims about Victim Information and Notification Everyday (VINE), assist victims in registering with the VINE system and promote public awareness about VINE.
25. Subgrantee is required to participate in the victims' assistance case management system when it is operational and provide electronic submission of statistics to the Crime Commission via the software or link determined by the Crime Commission.

I have read the above Special Conditions and understand they are part of the binding Grant Award.

Signature of Authorized Official _____ Date _____
(Mayor, Chair of County Board or City Council, Board Chair of Private Non-profit Agency).

NOTE: The Director of the Agency is NOT considered the authorized official for the signing of these Special Conditions. ✓

Signature of Agency Director Arthur J. [Signature] Date 10-2-07

Signature of Project Director Robert B. Falldorf Date 10-2-07

Signature of Fiscal Officer Romona K. Kelly Date 10-2-07

R E S O L U T I O N 2007-255

WHEREAS, the Police Department of the City of Grand Island received notification that it will receive a 2007 Victim's of Crime Act (VOCA) grant in the amount of \$33,684.00 from the Nebraska Commission on Law Enforcement and Criminal Justice; and

WHEREAS, in acceptance of the grant, the City of Grand Island and Hall County share the match for this grant in the amount of \$8,421.00; and

WHEREAS, the City's match of this grant in the amount of \$8,421.00 has been approved for the 2008 fiscal year; and

WHEREAS, the amount awarded is to be used by the Grand Island Police Department in accordance with criteria established by the grant program; and

WHEREAS, the Mayor of the City of Grand Island is required to sign the grant in acceptance of the same.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the grant funds awarded to the Police Department of the City of Grand Island in the amount of \$33,684.00 through the Nebraska Commission on Law Enforcement and Criminal Justice is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 9, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form <input type="checkbox"/> _____	
October 4, 2007 <input type="checkbox"/> City Attorney	



City of Grand Island

Tuesday, October 09, 2007

Council Session

Item G19

**#2007-256 - Approving Agreement for Funding with Izaak Walton
Kids Fishing Derby**

Staff Contact: David Springer

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation, hereinafter referred to as "City", and the "IZAACK WALTON KIDS FISHING DERBY", hereinafter referred to as the Fishing Derby.

WHEREAS, the City desires to contract with the Fishing Derby to increase public awareness of fishing, to encourage youth to experience the sport first hand and to advocate an alternative activity to drugs and alcohol.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Fishing Derby agrees to perform the services as set forth in Resolution 2007-256.

COMPENSATION. In consideration of the Fishing Derby performing the services provided for in this agreement, the City agrees to pay the Fishing Derby two thousand dollars (\$2,000.00). Payment shall be made upon execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

TERM. This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2008.

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

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

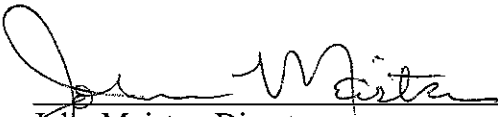
IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

By: _____
Margaret Hornady, Mayor

Attest: _____
RaNae Edwards, City Clerk

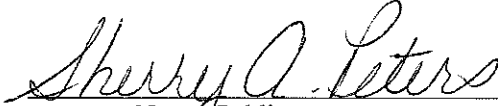
"IZAACK WALTON KIDS
FISHING DERBY"

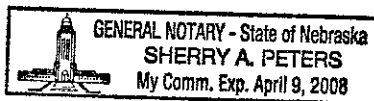
By: 
John Meister, Director

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On October 4, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Meister, Director of "Izaak Walton Kids Fishing Derby", known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.


Notary Public



RESOLUTION 2007-256

WHEREAS, in June, 2007, the tenth annual “Get Hooked on Fishing! Not Drugs or Alcohol!!”, youth fishing derby will be held at the Nebraska Veterans Home Lake in Grand Island; and

WHEREAS, the goal of this event is to increase public awareness of fishing, to encourage youth to experience the sport first hand, and to advocate an alternative activity to drugs and alcohol; and

WHEREAS, the City agrees to pay the Fishing Derby \$2,000 for performing agreed upon services during the 2007-2008 fiscal year as outlined in the agreement.

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 sign on behalf of the City of Grand Island, the agreement by and between the City and the Fishing Derby to perform services to increase public awareness of fishing, to encourage youth to experience the sport first hand, and to advocate an alternative activity to drugs and alcohol.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on October 9, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐
October 5, 2007	☐ City Attorney



City of Grand Island

Tuesday, October 09, 2007

Council Session

Item I1

#2007-257- Approving Request of Hall County Livestock Improvement Association dba Fonner Park, 700 East Stolley Park Road for a Class "CK" Liquor License and Liquor Manager Designation for Todd Otto, 1304 Phillips Spur, Phillips, Nebraska

Staff Contact: RaNae Edwards

RESOLUTION 2007-257

WHEREAS, an application was filed by Hall County Livestock Improvement Association, doing business as Fonner Park at 700 East Stolley Park Road, Grand Island, Nebraska, for a Class "CK" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on September 29, 2007; such publication cost being \$14.47; and

WHEREAS, Todd Otto, 1304 Phillips Spur, Phillips, Nebraska, has applied for a liquor manager designation for the business; and

WHEREAS, a public hearing was held on October 9, 2007, for the purpose of discussing such liquor license application.

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

_____ The City of Grand Island hereby recommends approval of the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations: _____

_____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: _____

_____ The City of Grand Island hereby recommends the approval of Todd Otto, 1304 Phillips Spur, Phillips, Nebraska, as liquor manager of such business upon the completion of a state approved alcohol server/seller training program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 9, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 4, 2007	☐ City Attorney



City of Grand Island

Tuesday, October 09, 2007

Council Session

Item I2

#2007-258 - Approving Request of Fonner Park Exposition and Events Center dba Heartland Events Center, 690 East Stolley Park Road for a Class "CK" Liquor License and Liquor Manager Designation for Bruce Swihart, 339 Ponderosa Drive

Staff Contact: RaNae Edwards

RESOLUTION 2007-258

WHEREAS, an application was filed by Fonner Park Exposition and Events Center, doing business as Heartland Events Center, 690 East Stolley Park Road, Grand Island, Nebraska, for a Class "CK" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on September 29, 2007; such publication cost being \$14.47; and

WHEREAS, Bruce Swihart, 339 Ponderosa Drive, Grand Island, Nebraska, has applied for a liquor manager designation for the business; and

WHEREAS, a public hearing was held on October 9, 2007, for the purpose of discussing such liquor license application.

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

_____ The City of Grand Island hereby recommends approval of the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations: _____

_____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: _____

_____ The City of Grand Island hereby recommends the approval of Bruce Swihart, 339 Ponderosa Drive, Grand Island, Nebraska, as liquor manager of such business upon the completion of a state approved alcohol server/seller training program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 9, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
October 4, 2007	<input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, October 09, 2007

Council Session

Item I3

**#2007-259 - Consideration of Approving Declaration of Site
Known as Redevelopment Area #6, Five Points Area as Blighted
and Substandard**

Staff Contact: Chad Nabity

RESOLUTION 2007-259

WHEREAS, on June 27, 1994, the City of Grand Island enacted Ordinance No. 8021 creating the Community Redevelopment Authority of the City of Grand Island, Nebraska, to address the need for economic development opportunities through the vehicles provided in the Nebraska Community Development law at Neb. Rev. Stat. §18-2101, et seq., as amended; and

WHEREAS, the Grand Island Community Redevelopment Authority caused to be prepared a Blight/Substandard Study for an area located on four sub-areas, described as Five Points, Eddy Street, Broadwell Avenue and Second Street West, referred to as Area No. 6; and

WHEREAS, RDG Planning & Design completed such Blight/Substandard Study and has determined that the area should be declared as substandard or blighted areas in need of redevelopment; and

WHEREAS, the RDG Planning & Design presented such study to the Community Redevelopment Authority at its July 12, 2007 meeting; and

WHEREAS, on July 12, 2007, the Grand Island Community Redevelopment Authority accepted a Blight/Substandard Study for Redevelopment Area No. 6 as prepared by RDG Planning & Design; and

WHEREAS, on August 14, 2007 The Grand Island City Council referred such study to the Hall County Regional Planning Commission for review and recommendation; and

WHEREAS, the Regional Planning Commission held a public hearing and recommended approval of such study at its September 5, 2007 meeting; and

WHEREAS, a public hearing was held on October 9, 2007.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Blight/Substandard Study for Redevelopment Area No. 6 as identified above is hereby approved, and those areas identified in said study are declared to be blighted and substandard and in need of redevelopment as contemplated in the Community Development law.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 9, 2007.

Margaret Hornady, Mayor

Attest:

Approved as to Form	☐ _____
October 4, 2007	☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 09, 2007

Council Session

Item J1

Approving Payment of Claims for the Period of September 26, 2007 through October 9, 2007

The Claims for the period of September 26, 2007 through October 9, 2007 for a total amount of \$2,882,901.01. A MOTION is in order.

Staff Contact: David Springer



City of Grand Island

Tuesday, October 09, 2007

Council Session

Item J2

Approving Payment of Claims for the Library Expansion for the Period of September 12, 2007 through October 9, 2007

The Claims for the Library Expansion for the period of September 12, 2007 through October 9, 2007 for the following requisitions:

#84	\$1,954.40
#85	2,700.00
#86	2,330.00
#87	17,456.11
#88	1,360.00
#89	37,180.53

Total \$62,981.04

A MOTION is in order.

Staff Contact: Steve Fosselman

EXHIBIT B
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 84

TO: Wells Fargo Bank, National Association, Trustee
1248 O Street, 4th Floor
Lincoln, NE 68501
Attention: Trust Department

As Trustee under that Mortgage, Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the Construction Fund (and/or Costs of Issuance Fund) pursuant to Article VI of said Indenture of the following amounts to the persons or firms indicated:

<u>Payee</u>	<u>Dollar Amount</u>	<u>Reason for Payment</u>
Ziller Tile	\$1,954.40	Carpet changes - Room 129 and 102

Pursuant to said Indenture, the undersigned Project Manager does hereby certify the following:

1. The above requested payments represent obligations incurred in the amounts shown by or on behalf of the Corporation with respect to the Project (or for costs of issuance for the Building Bonds) and have not previously been paid from the Construction Fund (and/or Costs of Issuance Fund).
2. The payments requested above represent disbursements permitted to be made from the Construction Fund (and/or Costs of Issuance Fund) under the terms of the Indenture and the Agreement (as defined in the Indenture), by and between said Corporation and the City of Grand Island, Nebraska.
3. Attached to this Requisition are copies of the invoices in the case of payment to third parties for services or materials. In the case of payments to the contractor under the Construction Contract (as defined in the Indenture) such contractor's application (and/or architect's certificate for payment).

IN WITNESS WHEREOF, the undersigned has caused this disbursement requisition to be executed pursuant to the terms of said Indenture this 3rd day of October, 200 7.


Project Manager

EXHIBIT B
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 85

TO: Wells Fargo Bank, National Association, Trustee
1248 O Street, 4th Floor
Lincoln, NE 68501
Attention: Trust Department

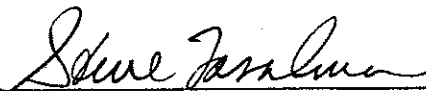
As Trustee under that Mortgage, Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the Construction Fund (and/or Costs of Issuance Fund) pursuant to Article VI of said Indenture of the following amounts to the persons or firms indicated:

<u>Payee</u>	<u>Dollar Amount</u>	<u>Reason for Payment</u>
Creative Cabinets	\$2,700.00	Cabinets/Counters/Installation

Pursuant to said Indenture, the undersigned Project Manager does hereby certify the following:

1. The above requested payments represent obligations incurred in the amounts shown by or on behalf of the Corporation with respect to the Project (or for costs of issuance for the Building Bonds) and have not previously been paid from the Construction Fund (and/or Costs of Issuance Fund).
2. The payments requested above represent disbursements permitted to be made from the Construction Fund (and/or Costs of Issuance Fund) under the terms of the Indenture and the Agreement (as defined in the Indenture), by and between said Corporation and the City of Grand Island, Nebraska.
3. Attached to this Requisition are copies of the invoices in the case of payment to third parties for services or materials. In the case of payments to the contractor under the Construction Contract (as defined in the Indenture) such contractor's application (and/or architect's certificate for payment).

IN WITNESS WHEREOF, the undersigned has caused this disbursement requisition to be executed pursuant to the terms of said Indenture this 3rd day of October, 2007.



Project Manager

CREATIVE CABINETS, INC.

630 EAST 5TH STREET
GRAND ISLAND, NE 68801-2708

Invoice

Date	Invoice #
9/11/2007	1191

Bill To
EDITH ABBOTT MEMORIAL LIBRARY 211 N WASHINGTON GRAND ISLAND NE 68801

Project
Edith Abbott Library

Item	Description	Amount
Lab/Mat New Const.	24' LAMINATED COUNTERTOP IN CORAL BOOMERANG FOR TEEN AREA	1,500.00
Lab/Mat New Const.	12' LAMINATED TOP WITH SUPPORTS IN WORK ROOM	700.00
Lab/Mat New Const.	MAIL SLOT CABINETS WITH A TOTAL OF 10 SLOTS	250.00
Lab/Mat New Const.	NEW COUNTERTOP FOR EXISTING RECEPTION WITH ROUNDED CORNERS	250.00

Sales Tax (7.0%)	\$0.00
-------------------------	--------

Total	\$2,700.00
--------------	------------

Payments/Credits	\$0.00
-------------------------	--------

Balance Due	\$2,700.00
--------------------	------------

EXHIBIT B
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 86

TO: Wells Fargo Bank, National Association, Trustee
1248 O Street, 4th Floor
Lincoln, NE 68501
Attention: Trust Department


As Trustee under that Mortgage, Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the Construction Fund (and/or Costs of Issuance Fund) pursuant to Article VI of said Indenture of the following amounts to the persons or firms indicated:

<u>Payee</u>	<u>Dollar Amount</u>	<u>Reason for Payment</u>
Middleton Electric	\$2,330.00	Electrical changes

Pursuant to said Indenture, the undersigned Project Manager does hereby certify the following:

1. The above requested payments represent obligations incurred in the amounts shown by or on behalf of the Corporation with respect to the Project (or for costs of issuance for the Building Bonds) and have not previously been paid from the Construction Fund (and/or Costs of Issuance Fund).
2. The payments requested above represent disbursements permitted to be made from the Construction Fund (and/or Costs of Issuance Fund) under the terms of the Indenture and the Agreement (as defined in the Indenture), by and between said Corporation and the City of Grand Island, Nebraska.
3. Attached to this Requisition are copies of the invoices in the case of payment to third parties for services or materials. In the case of payments to the contractor under the Construction Contract (as defined in the Indenture) such contractor's application (and/or architect's certificate for payment).

IN WITNESS WHEREOF, the undersigned has caused this disbursement requisition to be executed pursuant to the terms of said Indenture this 3rd day of October, 200 7.



Project Manager

MIDDLETON ELECTRIC, INC.

2716 W OLD HWY 30
P O BOX 447
GRAND ISLAND, NE 68802-0447

Invoice

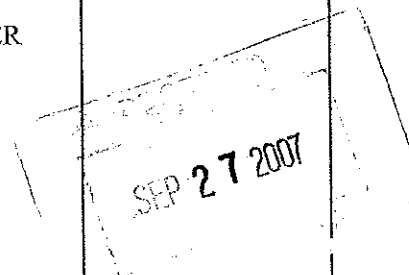
DATE	INVOICE #
9/26/2007	15922

BILL TO
EDITH ABBOTT LIBRARY 211 N WASHINGTON ST GRAND ISLAND, NE 68801

SERVICE ADDRESS
SAME

TERMS
Due On Receipt

QTY	DESCRIPTION	AMOUNT	TOTAL
	ADD WEATHERPROOF GFI RECEPT BY SIGN		425.00
	ADD DOOR BELL PUSH BUTTON & BUZZER		240.00
	ADD 8 EXTRA DATA JACKS		1,665.00



Thank you for your business!
Finance Charges 2% per month on unpaid balance

Total \$2,330.00

EXHIBIT B
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 87

TO: Wells Fargo Bank, National Association, Trustee
1248 O Street, 4th Floor
Lincoln, NE 68501
Attention: Trust Department

As Trustee under that Mortgage, Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the Construction Fund (and/or Costs of Issuance Fund) pursuant to Article VI of said Indenture of the following amounts to the persons or firms indicated:

<u>Payee</u>	<u>Dollar Amount</u>	<u>Reason for Payment</u>
Azco Design	\$17,456.11	Outdoor furniture - var. invoices

Pursuant to said Indenture, the undersigned Project Manager does hereby certify the following:

1. The above requested payments represent obligations incurred in the amounts shown by or on behalf of the Corporation with respect to the Project (or for costs of issuance for the Building Bonds) and have not previously been paid from the Construction Fund (and/or Costs of Issuance Fund).
2. The payments requested above represent disbursements permitted to be made from the Construction Fund (and/or Costs of Issuance Fund) under the terms of the Indenture and the Agreement (as defined in the Indenture), by and between said Corporation and the City of Grand Island, Nebraska.
3. Attached to this Requisition are copies of the invoices in the case of payment to third parties for services or materials. In the case of payments to the contractor under the Construction Contract (as defined in the Indenture) such contractor's application (and/or architect's certificate for payment).

IN WITNESS WHEREOF, the undersigned has caused this disbursement requisition to be executed pursuant to the terms of said Indenture this 3rd day of October, 2007.



Project Manager

Azco Design
1319 W. North Front Street
Grand Island, NE 68801

308-382-2760

• Edith Abbott Memorial Library
211 N Washington
Grand Island, NE 68801

STATEMENT

DATE

9-12-07

NUMBER

1095

TERMS:

PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

\$

DATE	CHARGES AND CREDITS	BALANCE
	BALANCE FORWARD	
9-12-07	Designer Fees - O.F.	\$3,746.52

Azco Design

Thank You

PAY LAST AMOUNT
IN THIS COLUMN

Azco Design
1319 W. North Front Street
Grand Island, NE 68801

308-382-2760

• Edith Abbott Memorial Library
211 N Washington
Grand Island, NE 68801

STATEMENT

DATE

9-7-07

NUMBER

1092

TERMS:

PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

\$

DATE	CHARGES AND CREDITS	BALANCE
9-7-07	Mix 525 Series Table Top/Arms	\$1256 .05
	BALANCE FORWARD	

Azco Design

Thank You

PAY LAST AMOUNT
IN THIS COLUMN

Azco Design
1319 W. North Front Street
Grand Island, NE 68801

308-382-2760

Edith Abbott Memorial Library
211 N Washington
Grand Island, NE 68801

STATEMENT

DATE

9-04-07

NUMBER

1091

TERMS:

PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

\$ _____

DATE	CHARGES AND CREDITS	BALANCE
	BALANCE FORWARD	
9-4-07	Mix 525 Series Chairs/Base-O.F.	\$2428.80

Azco Design

Thank You


PAY LAST AMOUNT
IN THIS COLUMN

308-382-2760

TERMS:

PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

29

DATE	CHARGES AND CREDITS	BALANCE
	BALANCE FORWARD	
8-31-07	Mix 524 Series Table Top O.F.	\$756.49

Azco Design

Thank You

PAY LAST AMOUNT
IN THIS COLUMN

STATEMENT

Azco Design
1319 W. North Front Street
Grand Island, NE 68801

DATE	8-28-07
NUMBER	1078

308-382-2760

Edith Abbott Memorial Library
211 N Washington
Grand Island, NE 68801

TERMS:

PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

\$ _____

DATE	CHARGES AND CREDITS	BALANCE
	BALANCE FORWARD	
8-28-07	Mix 524 Series Chairs/Base-O.F.	\$2196.27

Azco Design

Thank You

PAY LAST AMOUNT
IN THIS COLUMN

Azco Design
1319 W. North Front Street
Grand Island, NE 68801

308-382-2760

• Edith Abbott Memorial Library
211 N Washington
Grand Island, NE 68801

STATEMENT

DATE

8-25-07

NUMBER

1077

TERMS:

PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

\$

DATE	CHARGES AND CREDITS	BALANCE
BALANCE FORWARD		
8-25-07	Mix 522 Series Table Top	\$756.49

Azco Design

Thank You

PAY LAST AMOUNT
IN THIS COLUMN

Azco Design
1319 W. North Front Street
Grand Island, NE 68801

308-382-2760

STATEMENT

DATE

8-21-07

NUMBER

1076

Edith Abbott Memorial Library
211 N Washington
Grand Island, NE 68801

TERMS:

PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

\$ _____

DATE	CHARGES AND CREDITS	BALANCE
	BALANCE FORWARD	
08-21-07	Mix 522 Series Base/Chairs - O.F.	\$2196.27

Azco Design

Thank You

PAY LAST AMOUNT
IN THIS COLUMN

Azco Design
1319 W. North Front Street
Grand Island, NE 68801

308-382-2760

Edith Abbott Memorial Library
211 N Washington
Grand Island, NE 68801

STATEMENT

DATE

08-17-07

NUMBER

1075

TERMS:

PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

\$

DATE	CHARGES AND CREDITS	BALANCE	
BALANCE FORWARD			
8-17-07	Mix 521 Table Top	\$595.43	

Azco Design

Thank You

PAY LAST AMOUNT
IN THIS COLUMN

Azco Design
1319 W. North Front Street
Grand Island, NE 68801

308-382-2760

STATEMENT

DATE

8-14-07

NUMBER

1074

Edith Abbott Memorial Library
211 N Washington
Grand Island, NE 68801

. Attn: Mr. Steve Fosselman

TERMS:

PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

\$

DATE	CHARGES AND CREDITS	BALANCE
	BALANCE FORWARD	
8-14-07	Mix 521 Series Chairs/Base-O.F.	\$1,464.18

Azco Design

Thank You

PAY LAST AMOUNT
IN THIS COLUMN

Azco Design
1319 W. North Front Street
Grand Island, NE 68801

308-382-2760

Edith Abbott Memorial Library
211 N Washington Street
Grand Island, NE 68801

STATEMENT

DATE

8-10-07

NUMBER

1073

TERMS:

PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

\$

DATE	CHARGES AND CREDITS	BALANCE	
	BALANCE FORWARD		
08-10-07	Mix 521 Series Table Top/Outdoor Furn.	\$595.43	

Azco Design

Thank You

PAY LAST AMOUNT
IN THIS COLUMN

PAY LAST AMOUNT
IN THIS COLUMN

EXHIBIT B
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 88

TO: Wells Fargo Bank, National Association, Trustee
1248 O Street, 4th Floor
Lincoln, NE 68501
Attention: Trust Department

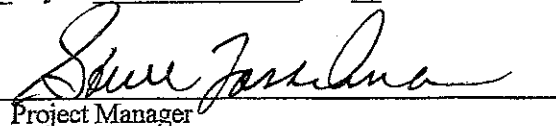
As Trustee under that Mortgage, Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the Construction Fund (and/or Costs of Issuance Fund) pursuant to Article VI of said Indenture of the following amounts to the persons or firms indicated:

<u>Payee</u>	<u>Dollar Amount</u>	<u>Reason for Payment</u>
Action Concepts	\$1,360.00	Drive-up directional signage

Pursuant to said Indenture, the undersigned Project Manager does hereby certify the following:

1. The above requested payments represent obligations incurred in the amounts shown by or on behalf of the Corporation with respect to the Project (or for costs of issuance for the Building Bonds) and have not previously been paid from the Construction Fund (and/or Costs of Issuance Fund).
2. The payments requested above represent disbursements permitted to be made from the Construction Fund (and/or Costs of Issuance Fund) under the terms of the Indenture and the Agreement (as defined in the Indenture), by and between said Corporation and the City of Grand Island, Nebraska.
3. Attached to this Requisition are copies of the invoices in the case of payment to third parties for services or materials. In the case of payments to the contractor under the Construction Contract (as defined in the Indenture) such contractor's application (and/or architect's certificate for payment).

IN WITNESS WHEREOF, the undersigned has caused this disbursement requisition to be executed pursuant to the terms of said Indenture this 3rd day of October, 2007.



Project Manager

INVOICE



Action Concepts, Inc.

Sign Consultant and Broker • P.O. Box 1108 • Grand Island, NE 68802 • 308-384-1129

Grand Island City Library
211 North Washington St.
Grand Island, NE 68801

9-21-07

Design, Manufacture and Install two Book Drop Entrance Signs

As per Quote: \$1,360.00

Tax Exempt: 01-0244767

THANK YOU !

EXHIBIT B
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 89

TO: Wells Fargo Bank, National Association, Trustee
1248 O Street, 4th Floor
Lincoln, NE 68501
Attention: Trust Department


As Trustee under that Mortgage, Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the Construction Fund (and/or Costs of Issuance Fund) pursuant to Article VI of said Indenture of the following amounts to the persons or firms indicated:

<u>Payee</u>	<u>Dollar Amount</u>	<u>Reason for Payment</u>
Mid Plains Construction, Inc.	\$37,180.53	Design/Build Contract

Pursuant to said Indenture, the undersigned Project Manager does hereby certify the following:

1. The above requested payments represent obligations incurred in the amounts shown by or on behalf of the Corporation with respect to the Project (or for costs of issuance for the Building Bonds) and have not previously been paid from the Construction Fund (and/or Costs of Issuance Fund).
2. The payments requested above represent disbursements permitted to be made from the Construction Fund (and/or Costs of Issuance Fund) under the terms of the Indenture and the Agreement (as defined in the Indenture), by and between said Corporation and the City of Grand Island, Nebraska.
3. Attached to this Requisition are copies of the invoices in the case of payment to third parties for services or materials. In the case of payments to the contractor under the Construction Contract (as defined in the Indenture) such contractor's application (and/or architect's certificate for payment).

IN WITNESS WHEREOF, the undersigned has caused this disbursement requisition to be executed pursuant to the terms of said Indenture this 3rd day of October, 2007.



Project Manager

INVOICE #: 103165
INVOICE DATE: 09/30/07
PERIOD TO: 09/30/07
APPLICATION #: 23
CONTRACT DATE: 07/01/05
DUE DATE: 10/10/07
PAGE: 2

Edith Abbott Memorial Library
211 N Washington
Grand Island, NE 68801

Thank you for your business!



City of Grand Island

Tuesday, October 09, 2007

Council Session

Item X1

Discussion Concerning FOP and IAFF Union Negotiations

City Attorney Dale Shotkoski will update the Mayor and Council on the FOP and IAFF Union Negotiations.

Staff Contact: Dale Shotkoski