
City of Grand Island



Tuesday, May 13, 2008

Council Session Packet

City Council:

**Tom Brown
Larry Carney
John Gericke
Peg Gilbert
Joyce Haase
Robert Meyer
Mitchell Nickerson
Bob Niemann
Kirk Ramsey
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 Scott Friesen, Berean Bible Church, 4116 West Capital Avenue

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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

MAYOR COMMUNICATION

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



City of Grand Island

Tuesday, May 13, 2008

Council Session

Item C1

Proclamation "Employee Health and Fitness Week" May 19-23, 2008

Because most American working adults spend most of their waking hours at work, it is important to focus on employee health and fitness programs. Employee health and fitness is associated with improved productivity and morale, decreased use of health benefits, and decreased employee turnover rates. Mayor Hornady has proclaimed the week of May 19-23, 2008 as "Employee Health and Fitness Week". See attached PROCLAMATION.

Staff Contact: Mayor Hornady

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

PROCLAMATION

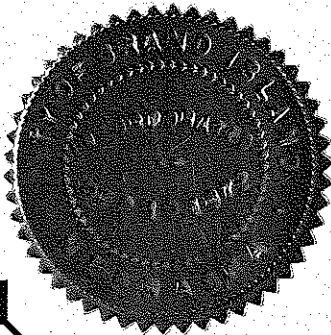
- WHEREAS, American working adults spend most of their waking hours at work; and
- WHEREAS, employees are essential valued assets at their worksites; and
- WHEREAS, worksite support of employee health and fitness is associated with: improved productivity and morale, decreased use of health benefits and decreased employee turnover rates; and
- WHEREAS, the cost of treating preventable disease is significantly greater than the cost of disease prevention and health maintenance; and
- WHEREAS, employee health and fitness promotion provides a good return on investment; and
- WHEREAS, the City of Grand Island has a significant and rising number of worksites – including major employers – offering opportunities for employee health and fitness enhancement; and
- WHEREAS, employers in the City of Grand Island are joining with others across the county in holding employee health and fitness events during the week of May 19-23, 2008.

NOW, THEREFORE, I, Margaret Hornady, Mayor of the City of Grand Island, Nebraska, do hereby proclaim May 19-23, 2008 as

***“EMPLOYEE HEALTH AND
FITNESS WEEK”***

in the City of Grand Island.

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



Margaret Hornady
Margaret Hornady, Mayor

Attest:

RaNa Edwards
RaNa Edwards, City Clerk



City of Grand Island

Tuesday, May 13, 2008

Council Session

Item E1

**Public Hearing on Request from Black Chip Entertainment &
Hospitality dba Johnny Casinos, 3421 Conestoga Drive for a Class
"C" Liquor License**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: May 13, 2008

Subject: Public Hearing on Request from Black Chip
Entertainment & Hospitality dba Johnny Casinos, 3421
Conestoga Drive for a Class "C" 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

Black Chip Entertainment & Hospitality dba Johnny Casinos, 3421 Conestoga Drive has submitted an application for a Class "C" Liquor License. A Class "C" Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city.

Also included with the application was a request from Daniel Stormer, 400 Winter Avenue, Glenvil, Nebraska for a Liquor Manager designation.

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

Move to approve the application from Black Chip Entertainment & Hospitality dba Johnny Casinos, 3421 Conestoga Drive for a Class "C" Liquor License contingent upon final inspections and the request from Daniel Stormer, 400 Winters Avenue, Glenvil, Nebraska for Liquor Manager designation contingent upon Mr. Stormer completing a state approved alcohol server/seller training program.

**INTEROFFICE
MEMORANDUM**
Police Department



*Working Together for a
Better Tomorrow. Today.*

DATE: April 22, 2008

TO: RaNae Edwards, City Clerk

FROM: Dave Vitera, Sergeant, Police Department

RE: Application for Class "C" Liquor License for
Black Chip Entertainment & Hospitality dba Johnny Casinos,
3421 Conestoga Drive, Grand Island; and Liquor Manager
Designation for Daniel Stromer for Black Chip Entertainment
& Hospitality dba Johnny Casinos

The Grand Island Police Department has received an application for Class "C" Liquor License from Black Chip Entertainment & Hospitality dba Johnny Casinos, 3421 Conestoga Drive, Grand Island, Nebraska and a Liquor Manager Designation Application for Daniel Stromer at the same location.

In reviewing the application, it was found that Daniel Stromer is the sole applicant. In the section that asks for criminal convictions, Daniel disclosed that he was convicted of a DUI in 1988 in Colorado. Spillman was checked and did not find an entry for Daniel. NCJIS was checked and discovered that Daniel had two undisclosed traffic convictions for speeding. NCIC was also checked. Daniel does not have any warrants for his arrest. Adams County Sheriff's Department was contacted, as was Clay County Sheriff's Office. Adams County Sheriff's Office had no record for Daniel. Clay County Sheriff's Office did not respond. Daniel's failure to disclose his speeding convictions technically makes the application false according to the Nebraska Liquor Control Act (Part II Chapter 2 Section 010.01). The application clearly asks, "Has anyone who is a party to this application, or their spouse, ever been convicted of or plead guilty to any charge." It further states that a charge includes federal, state, "local law, ordinance, or resolution." The speeding convictions would fall under state law or local ordinance. However they are infractions and don't rise to level of a Class I Misdemeanor in a specified crime under Nebraska State Statute Chapter 28 that would automatically exclude him from getting a liquor license.

Therefore, the Grand Island Police Department has no objection to the issuance of a liquor license to Johnny Casinos and the Liquor Manager designation to Daniel Stromer.

DV/rk *Dave Vitera*



City of Grand Island

Tuesday, May 13, 2008

Council Session

Item E2

**Public Hearing on Request from White Horse Tavern, Inc. dba
White Horse Tavern, 1803 West North Front Street for an
Addition to their Class “C-04161” Liquor License**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: May 13, 2008

Subject: Public Hearing on Request from White Horse Tavern, Inc. dba White Horse Tavern, 1803 West North Front Street for an Addition to Class “C-04161” Liquor License

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

Presenter(s): RaNae Edwards, City Clerk

Background

White Horse Tavern, Inc. dba White Horse Tavern, 1803 West North Front Street has submitted an application for an addition to their Class “C-04161” Liquor License. The request includes an area of approximately 25’ x 50’ to be added to the east side of the existing building. (See attached drawing.)

Discussion

Chapter 2, Section 012.07 of the Nebraska Liquor Control Commission Rules and Regulations define “Beer garden” as “an outdoor area included in licensed premises, which is used for the service and consumption of alcoholic liquors, and which is contained by a fence or wall preventing the uncontrolled entrance or exit of persons from the premises, and preventing the passing of alcoholic liquors to persons outside the premises” 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, and Health 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

Move to approve the application for a 25' x 50' addition on the east side of the White Horse Tavern, Inc. dba White Horse Tavern, 1803 West North Front Street, Liquor License "C-04161" contingent upon final inspections.

DEAR Sirs:

Do to Upcomming Smoking Ban Taking effect
June 1, 08 we are wishing to install a
permente Beer Garden on our premisses,
Inclosed you will find a sketch of the
New Area. we pray that you will extend our
license to Include this Area.

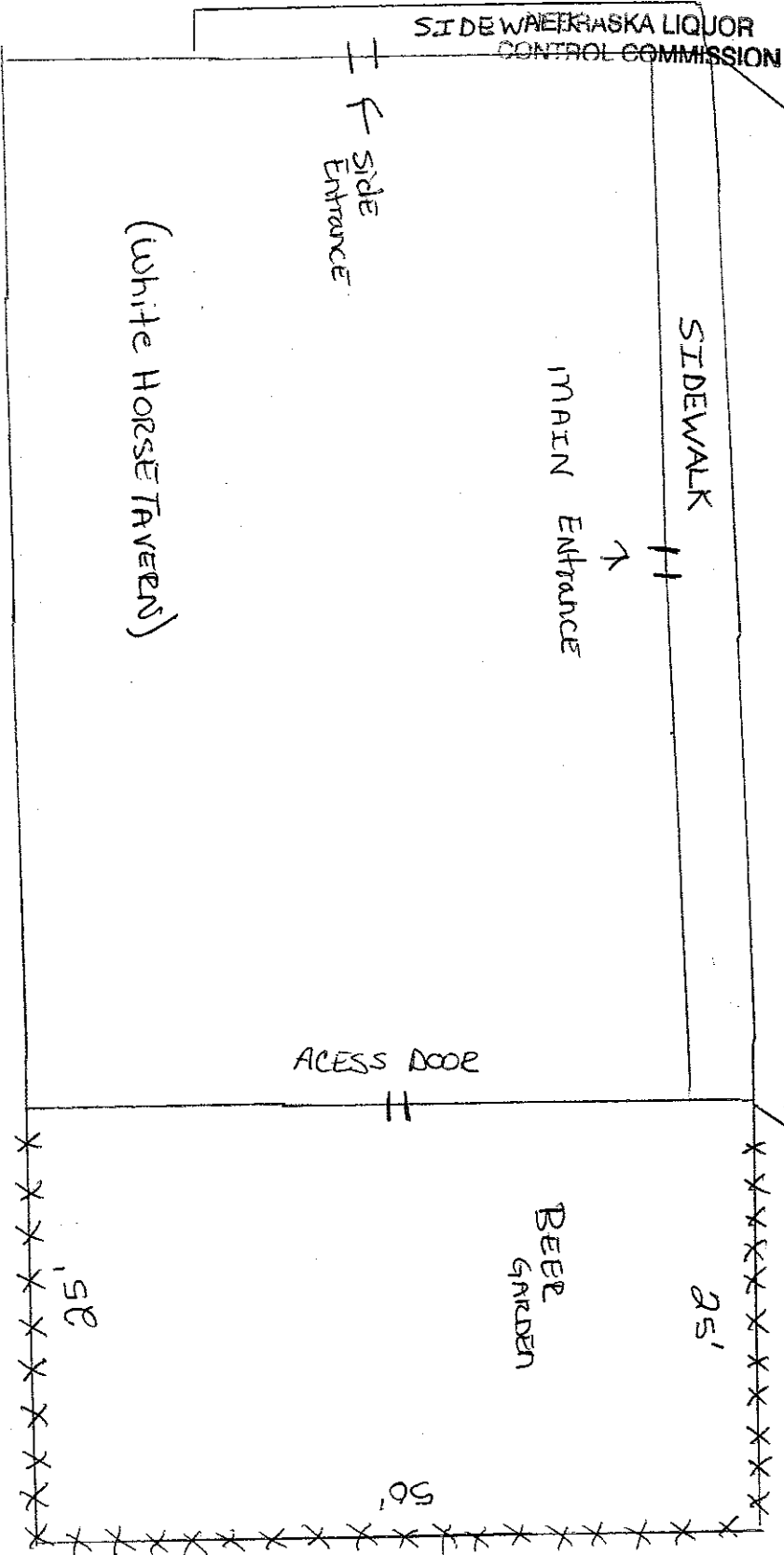
Sincerely.

Garry Bolles owner
White Horse Tavern Inc.
1803 W N Front
Grand Island, Ne 68801
(308) 384-4586

RECEIVED

APR 15 2008

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E



Parking Lot Area

White Horse Tavern
1803 W N FRONT
GRAND Island NE 68801
(308) 384-4586



City of Grand Island

Tuesday, May 13, 2008

Council Session

Item F1

**#9164 - Consideration of Vacation of a Portion of East 6th Street
(East of 1003 East 6th Street)**

Staff Contact: Steven P. Riehle, City Engineer/Public Works Direc

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: May 13, 2008

Subject: Consideration of Vacation of a Portion of East 6th Street (East of 1003 East 6th Street)

Item #'s: F-1

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

Background

Council action is required for vacation of a public street through the passing of an Ordinance. The abutting property owners have requested that the east end of East 6th Street be vacated.

Discussion

The purchasers of adjoining lots desire to have this dead end street vacated for better utilization of land for a new residential subdivision. Since this land abuts the railroad right of way it appears to have limited function.

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 vacation of a portion of East 6th Street; east of 1003 East 6th Street in Evans Addition Subdivision.

Sample Motion

Move to approve the vacation of a portion of East 6th Street.

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9164

An ordinance to vacate a portion of an existing right of way and to provide for filing this ordinance in the office of the Register of Deeds of Hall County; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. That a portion of an existing right of way of East 6th Street, more particularly described as follows:

A tract of land comprising a part of East Sixth (6th) Street lying west of the westerly right of way line of the Union Pacific Railroad and between Fractional Blocks One (1) and Six (6), in Evans Addition to the City of Grand Island, Nebraska, and more particularly described as follows:

Beginning at the southeast corner of Fractional Lot Eight (8) of said Fractional Block One (1); thence running southerly along the westerly right of way line of the Union Pacific Railroad on an Assumed Bearing of S00°00'00"W, a distance of Eighty Eight and Eighty Eight Hundredths (88.88) feet, to the northeast corner of Fractional Lot Four (4) of said Fractional Block Six (6), thence running S64°15'18"W along the northwest line of said Fractional Block Six (6), a distance of Forty One and Nineteen Hundredths (41.19) feet, to a point on a curve; thence running northwesterly along the arc of a curve to the left whose radius is Fifty (50.00) feet, the long chord of which bears N25°04'31"W, a long chord distance of Eighty and Five

ORDINANCE NO. 9164 (Cont.)

Hundredths (80.05) feet, to a point on the southeasterly line of said Fractional Block One (1); thence running N64°14'33"E, along the southeasterly line of said Fractional Block One (1), a distance of Seventy Eight and Eighty Six Hundredths (78.86) feet, to the point of beginning and containing 0.0846 acres more or less (3685 Sq. Ft.).

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

SECTION 2. The title to the property vacated by Section 1 of this Ordinance shall revert to the owner or owners of the real estate abutting the same to wit; Fractional Lots Four (4), Five (5), Six (6), Seven (7), and Eight (8) of Evans Addition.

SECTION 3. This Ordinance is directed to be filed in the office of the Register of Deeds of Hall County, Nebraska.

SECTION 4. This ordinance shall be in force and take effect from and after its passage and publication, without the plat, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: May 13, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

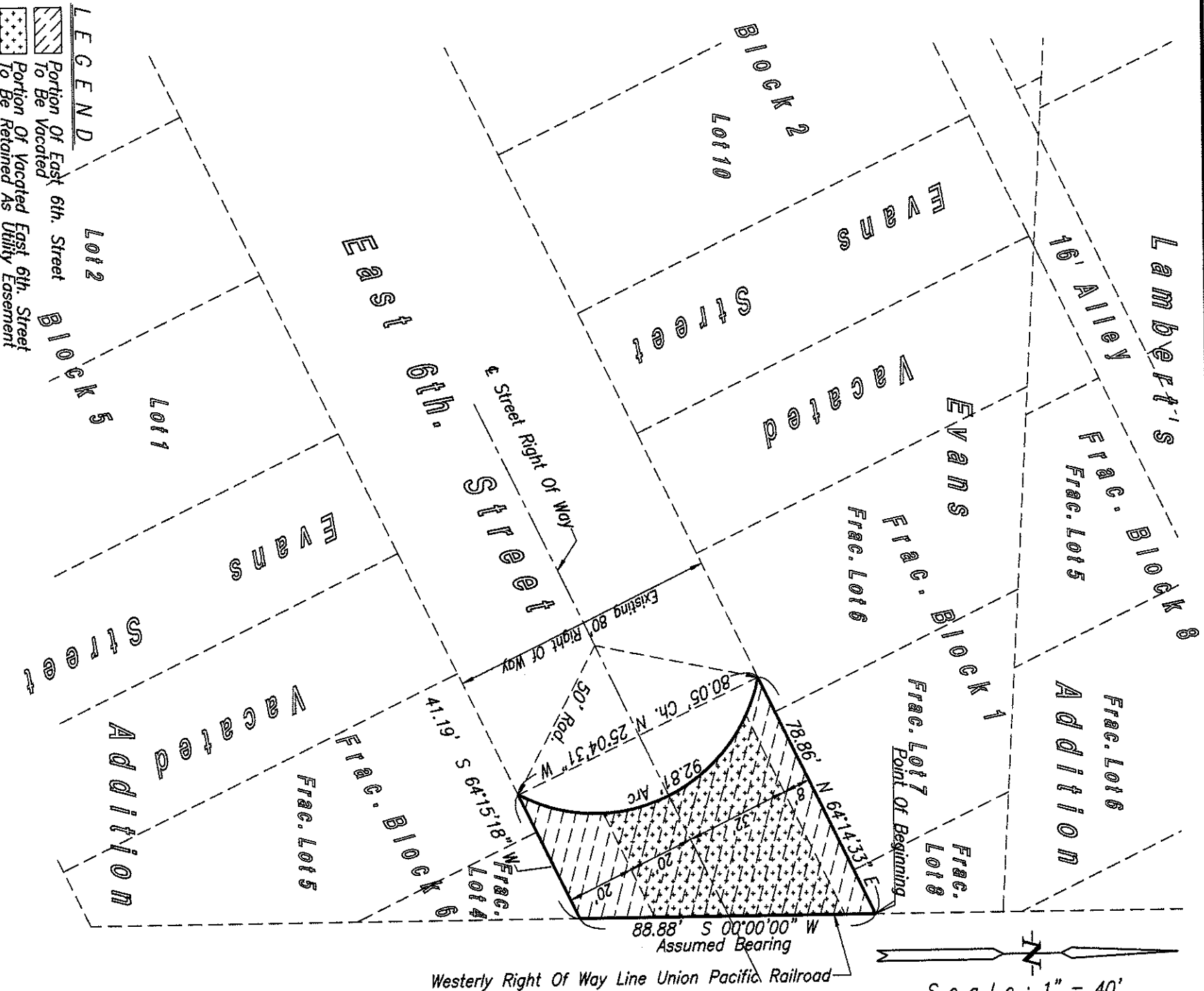


EXHIBIT 'A'



City of Grand Island

Tuesday, May 13, 2008

Council Session

Item G1

**Approving Minutes of April 17, 2008 Special Study Session/Goals
and Budget Retreat**

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL SPECIAL STUDY SESSION (GOALS & BUDGET RETREAT)

April 17, 2008

Pursuant to due call and notice thereof, a Study Session (Retreat) of the City Council of the City of Grand Island, Nebraska was conducted at the Edith Abbot Memorial Library, 211 North Washington Street on April 17, 2008. Notice of the meeting was given in the *Grand Island Independent* on April 9, 2008.

Mayor Margaret Hornady called the meeting to order at 5:00 p.m. The following members were present: Councilmember's Nickerson, Brown, Gilbert, Haase, Meyer, Niemann, Ramsey, Carney, and Zapata. Councilmember Gericke was absent. The following City Officials were present: City Administrator Jeff Pederson, City Clerk RaNae Edwards, and Assistant to the City Administrator Paul Briseno.

INTRODUCTION:

City Administrator Jeff Pederson thanked the Mayor and council for attending.

2007-2008 GOALS AND UPDATE:

Assistant to the City Administrator Paul Briseno updated the Mayor and Council on the 2007-2008 City Council Goals.

Public Safety:

- Completed construction on Fire Station #1
- Completed construction on Police/Sheriff Law Enforcement Center
- Emergency Communication center in progress

Infrastructure:

- Railroad Corridor Study

Government Efficiency:

- Inter local partnerships were taking place with Public Works and Building Departments
- City Code review and updates – Building and Public Works would be coming forward

Quality of Life:

- Library expansion completed
- Start construction of Aerated Static Pile facility needs to come off

Public Health:

- Smoking Ban to take effect June 1, 2008

Discussion was held on the Island Oasis children's play area. Steve Paustian, Parks & Recreation Director commented this was ready to go pending funding. Emergency Communication Center (ECC) was discussed with funding provided through a County grant. Cell phone 50 cent funding was mentioned with an explanation from Jon Rosenlund regarding how the ECC budget worked. David Springer explained the landline and cell phone revenues and General fund and E-911 funds. E-911 surcharge was collected by the state.

BUDGET OVERVIEW:

David Springer presented the sales tax and property tax analysis with regards to the 1/2% sales tax initiative. The additional property tax relief equaled a property tax revenue loss in the amount of \$2,369,333. Expenditures were not keeping up with revenues. Several union contracts were in the process of negotiations. 3% to 3½% increase in personnel costs in the General Fund was expected for 2008-2009. 70% of the general fund was for personnel costs. Capital projects were presented and discussed.

The following overview of the budget was presented:

- Revenues not keeping up with personnel costs, let alone other operating.
- Property Tax and Sales Tax Analysis.
- Estimated sales tax growth and a return to .25 property levy only generated about \$675k, while personnel costs increased nearly \$800,
- Nearly 70% of General Fund operating was personnel. Any new FTEs requested would need persuasive justifications.
- Capital Projects fund had \$14.8 million penciled in for 2009 & \$11.7 million for 2010, as detailed on pages 212-214 of the Budget Book. These would have to be pared at least in half, even with state/federal contributions.
- Would need to transfer over a million from Police/Fire backstop reserves.
- Need direction on outside agencies. Humane Society handled with RFP.
- Goal of case reserves in the \$5-6 million range.
- Ongoing annual commitments:
 - Economic Development Corporation; \$750,000
 - Library bonds; \$830,000; 2016
 - Event Center bonds; \$570,000; 2025
 - Law Enforcement Center bonds; \$855,000; 2018

OUTSIDE AGENCIES:

<u>ORGANIZATION</u>	<u>2004</u> <u>\$ FUNDED</u>	<u>2005</u> <u>FUNDED</u>	<u>2006</u> <u>FUNDED</u>	<u>2007</u> <u>FUNDED</u>	<u>2008</u> <u>REQUESTED</u>	<u>STAFF</u> <u>RECOMMEND</u>
Hope Harbor	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 5,000	\$ 4,500
Convention and Visitors Bureau	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 15,000	\$ 10,000
Council for International Visitors	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Crisis Center	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 13,000	\$ 12,000
G. L. Dive and Rescue Team - Trailer	\$ 2,500	\$ -	\$ 2,000	\$ 2,000	\$ -	\$ -
Retired and Senior Volunteer Program (RSVP)	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Senior Citizens Industries, Inc.	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Multicultural Coalition		\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Fishing Derby	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Central Nebraska Ethnic Festival (Suzer on kind, postage, etc.)					\$ 900	\$ 900
Third City Community Clinic					\$ 1,000	0
Headland CASA (Court Appointed Special Advocate)					\$ 5,000	0
Totals	\$ 57,000	\$ 64,500	\$ 66,500	\$ 66,500	\$ 71,000	\$ 65,400

AGENCIES WITH WORKING RELATIONSHIPS WITH CITY DEPARTMENTS

<u>ORGANIZATION</u>	<u>2004</u> <u>\$ FUNDED</u>	<u>2005</u> <u>FUNDED</u>	<u>2006</u> <u>FUNDED</u>	<u>2007</u> <u>FUNDED</u>	<u>2008</u> <u>REQUESTED</u>	<u>STAFF</u> <u>RECOMMEND</u>
Central Nebraska Humane Society	\$150,000	\$157,500	\$157,500	\$167,500	\$ 225,000	\$ 167,500
Central Nebraska Health Department	\$135,000	\$135,000	\$135,000	\$125,000	\$ 125,000	\$ 120,000
Clean Community Systems	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Totals	\$305,000	\$312,500	\$312,500	\$312,500	\$ 370,000	\$ 307,500
TOTAL OUTSIDE AGENCIES	\$362,000	\$377,000	\$379,000	\$379,000	\$ 441,000	\$ 372,900

The City has issued a Request for Proposals for Humane Society services. Discussion was held concerning a future study session, criteria, and a phasing out for supporting these agencies. Councilmember Nickerson recommended a committee be appointed to review the criteria for outside agencies. Councilmember Carney suggested we find out what the value was to the city from each agency. Mayor Hornady suggested this be the last year to fund these agencies.

Councilmember Gericke was present at 6:20 p.m.

TIMETABLE AND BUDGET PROCESS:

Finance Director David Springer presented the following overview of the budget timeline:

- Concentration heavily on the General Fund which operates the City's functions. Enterprise Funds function as business entities, receive no tax monies. Any rate changes must be approved by council.
- Departments submit 2008 projections and new budget request mid-May.
- Departmental conferences with City Administrator/Finance Director, end of May.
- Council involvement and various actions, June into September.

Councilmember Carney was absent at 7:10 p.m.

STATE FAIR PRESENTATION:

Don Dunn, Chairman of the Board of the Grand Island Area Chamber of Commerce presented a PowerPoint on the State Fair moving to Grand Island. Economic impact, increased city sales tax revenues, enhanced utilization of the Heartland Events Center, showcase importance of Nebraska agriculture were a few to the reasons to have the State Fair come to Grand Island. The process of bringing the State Fair to Grand Island was presented.

Mr. Dunn explained the following Financial Contributions:

Total Improvements = \$42 million

Outside Funding = \$33.5 million

Community Funding = \$8.5 million

The following Community's Funding Opportunities were presented:

- Public/Private Partnerships
- Support from corporations, individuals, local and state-wide foundations
- Potential revenue stream from public sources
 - * City occupation tax expansion paid by non-residents
 - * Hall County Agricultural Society
 - * Economic Development and/or CRA funds, County keno proceeds

The following were proposed City Involvement opportunities:

- North/South Road to provide for improved transportation convenience, pedestrian safety and emergency responder accessibility
- Infrastructure (parking lot, lighting, recreation, paving, drainage, relocation/extension of utilities)

- 10% match of State Lottery Proceeds to State Fair

Cindy Johnson and Jay Vavricek were present to answer questions. Discussion was held regarding the \$8.5 million funding. Any improvements made by the City within the Fonner Park area goes towards the \$8.5 million, such as dedicated streets, water/sewer lines, electrical lines, engineering costs, etc. The impact of the State Fair on the City of Lincoln was \$27 million gross. Funding sources were reviewed such as Keno, CRA, EDC - LB 840 funds and bonding up to \$5 million without going to a vote of the people. Possible joint bonding with the City and County was mentioned. Other sources were mentioned such as Community Development Block Grants, turn back tax, public/private donations, corporations, hotel/motel occupation tax, etc.

Jay Vavricek commented on the increased activity to the City of Grand Island to get the State Fair here through new jobs, construction, etc. He stressed it would take the whole community working together to make this work.

Mr. Dunn stated LB 1116 would to be signed by Governor Heinemann at Fonner Park tomorrow morning to move the State Fair to Grand Island. The bill included a provision to have a representative from Grand Island on the State Fair board. Discussion was held on who would own the buildings on the sight. Mr. Dunn stated the State Fair would not own the buildings. Further discussion would need to be held, but would be owned by the community of Grand Island. The next step for the City would be to create a committee including City, County, CRA, Chamber, etc. representatives to discuss financing issues.

2008-2009 GOALS DEVELOPMENT:

City Administrator Jeff Pederson commented on the reformation and adoption of a new set of goals. Mentioned were goal statements to drive the objectives.

Mayor Hornady thanked everyone in attendance.

ADJOURNMENT: The meeting was adjourned at 9:00 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, May 13, 2008

Council Session

Item G2

Approving Minutes of April 22, 2008 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

April 22, 2008

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 April 22, 2008. Notice of the meeting was given in *The Grand Island Independent* on April 16, 2008.

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

INVOCATION was given by Pastor Craig Niemeier, Zion Lutheran Church, Worms, Nebraska followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Hornady mentioned City Administrator Jeff Pederson would a few minutes late. Mayor introduced Community Youth Council Members Jeff Seim and Megan Bombeck.

PRESENTATIONS AND PROCLAMATIONS:

Proclamation "Tourism Recognition Month", May 2008. Mayor Hornady proclaimed the month of May, 2008 as "Tourism Recognition Month". Tricia Beem and Liz Gerberding with the Convention Visitors Bureau were present to receive the proclamation and updated the Mayor and Council on activities throughout the year.

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

#2008-BE-1 – Consideration of Determining Benefits for Water Main District No. 455 – Parkview Area. Gary Mader, Utilities Director reported that the City Council in its' capacity as the Board of Equalization was required to determine the benefits for Water Main District No. 455 – Parkview Area.

Motion by Nickerson, second by Zapata to approve Resolution #2008-BE-1. Upon roll call vote, all voted aye. Motion adopted.

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

PUBLIC HEARINGS:

Public Hearing on Request from A. Meier, Inc. dba Bandits, 1016 N. Diers Avenue, Suite 118 for an Addition to Class "C-63264" Liquor License. RaNae Edwards, City Clerk reported that an application had been received from A. Meier, Inc. dba Bandits, 1016 N. Diers Avenue, Suite 118

for an addition to Class “C-63264” Liquor License. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on April 8, 2008; notice to the general public of date, time, and place of hearing published on April 12, 2008; notice to the applicant of date, time, and place of hearing mailed on April 8, 2008; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at 4040 Gold Core Drive (ASAP Real Estate, LLC). Gary Mader, Utilities Director reported that a utility easement was needed at 4040 Gold Core Drive in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The easement would be used to place underground high voltage cable and a pad-mounted transformer to provide the new ASAP building with electrical power. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at 1814 N. Eddy Street – Five-Points (Casey’s General Store). Gary Mader, Utilities Director reported that a utility easement was needed at 1814 N. Eddy Street (Broadwell Avenue and Eddy Street – Five Points) in order to have access to install, upgrade, maintain, and repair power appurtenances, including a water main. The easement would be used to allow public access and ownership of the water main to be relocated for the expansion of Casey’s Retail Store. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at 3620 Old Potash Highway (Brian and Annette Levander). Gary Mader, Utilities Director reported that a utility easement was needed at 3620 Old Potash Highway in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The easement would be used to place high voltage cable and a pad-mounted transformer to provide electric service to a new auto sales and service building. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Public Utility Easement Located at 1404 Independence Avenue; Lot 12 of American Independence Subdivision (Gary E. and Mary G. Valasek). Steve Riehle, Public Works Director reported that a public utility easement was needed at 1404 Independence Avenue in order to allow construction, operation, maintenance, extension, repair, replacement, and removal of public utilities within the easement. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Public Utility Easement Located at 1410 Independence Avenue; Lot 11 of American Independence Subdivision (Gary E. and Mary G. Valasek). Steve Riehle, Public Works Director reported that a public utility easement was needed at 1410 Independence Avenue in order to allow construction, operation, maintenance, extension, repair, replacement, and removal of public utilities within the easement. Staff recommended approval. No public testimony was heard.

Public Hearing on Amendment to Chapter 36-70 of the Grand Island City Code Relative to Automobile Body Repair by Conditional Use Permit in the B3-Heavy Business Zone. Chad Nabity, Regional Planning Director reported that Rick Johnson an owner of property located in the B3 Heavy Business Zone requested amending Chapter 36-70 of the Grand Island City Code

to allow automobile body repair as a conditional use to the B3 Zoning District. Staff recommended approval. No public testimony was heard.

ORDINANCES:

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

- #9164 – Consideration of Assessments for Water Main District No. 455 – Parkview Area
- #9165 – Consideration of Conveyance of Property Located at 415 East 9th Street
- #9166 – Consideration of Amendment to Chapter 36-70 of the Grand Island City Code Relative to Automobile Body Repair by Conditional Use Permit in the B3 – Heavy Business Zone
- #9167 – Consideration of Exceptions to Chapter 27 of the Grand Island City Code Regarding Fuel Purchase and Delivery for the Fleet Services Division of the Public Works Department

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

Ordinances #9164 and #9166 related to the aforementioned Public Hearings.

City Administrator Jeff Pederson was present at 7:25 p.m.

Joni Kuzma, Community Development Administrator reported Ordinance #9165 was a City owned building and property located at 415 East 9th Street. Sealed bids were received after declaring the property as surplus. Habitat for Humanity submitted the highest bid to purchase the property for \$5,000.00 along with timeline and plan for the property.

Steve Riehle, Public Works Director reported that Ordinance #9167 would allow exceptions to Chapter 27 of the Grand Island City Code regarding purchasing and delivery of fuel for the Fleet Services Division of the Public Works Department.

Motion by Meyer, second by Gilbert to approve Ordinances #9164, #9165, #9166 and #9167.

City Clerk: Ordinances #9164, #9165, #9166 and #9167 on first reading. All those in favor of the passage of these ordinances on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinances #9164, #9165, #9166 and #9167 on final passage. All those in favor of the passage of these ordinances on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Hornady: By reason of the roll call votes on first reading and then upon final passage, Ordinances #9164, #9165, #9166 and #9167 are declared to be lawfully adopted upon publication as required by law.

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

Receipt of Official Documents – Pawnbroker’s Official Bonds for Bronx Pawn, 386 North Pine Street; G.I. Loan Shop, 1004 West Second Street; and Wayne’s Pawn Shop, 203 West Third Street.

Approving Minutes of April 8, 2008 City Council Regular Meeting.

Approving Minutes of April 8, 2008 City Council Study Session.

#2008-110 – Approving Acquisition of Utility Easement Located at 4040 Gold Core Drive (ASAP Real Estate, LLC).

#2008-111 – Approving Acquisition of Utility Easement Located at 1814 North Eddy Street (Casey’s General Store).

#2008-112 – Approving Acquisition of Utility Easement Located at 3620 Old Potash Highway (Brian D. and Annette R. Levander).

#2008-113 – Approving Contract for 2008-PGS-P-1 – Area Paving at Platte Generating Station with Castle Construction, Inc. of Columbus, Nebraska in an Amount of \$43,967.59.

#2008-114 – Approving Acquisition of Public Utility Easement Located at 1404 Independence Avenue; Lot 12 of American Independence Subdivision (Gary E. and Mary G. Valasek).

#2008-115 – Approving Acquisition of Public Utility Easement Located at 1410 Independence Avenue; Lot 11 of American Independence Subdivision (Gary E. and Mary G. Valasek).

#2008-116 – Approving Bid Award for 47,000 GVW Dump Truck for Streets Division of the Public Works Department with Nebraska Truck Center, Inc. of Grand Island, Nebraska in an Amount of \$81,794.00.

#2008-117 – Approving Confidentiality and Nondisclosure Agreements with Omaha Public Power District (OPPD) and Nebraska Public Power District (NPPD).

#2008-118 – Approving Bid Award for Furnishing WAS Holding Tank Diffusers, Project 2008-WWTP-1 for the Waste Water Division of the Public Works Department with SSI-Aeration, Inc. of Poughkeepsie, New York in an Amount of \$56,700.00.

#2008-119 – Approving Bid Award for Installation of WAS Holding Tank Diffusers, Project 2008-WWTP-1 for the Waste Water Division of the Public Works Department with Industrial Process Technology, Inc. of Mitchell, South Dakota in an Amount of \$46,268.00.

RESOLUTIONS:

#2008-120 – Consideration of Request from A. Meier, Inc. dba Bandits, 1016 N. Diers Avenue, Suite #118 for an Addition to Class “C-63264” Liquor License. RaNae Edwards, City Clerk reported this item related to the aforementioned Public Hearing. Discussion was held concerning the boundary line and a 5’ fence.

Motion by Meyer, second by Ramsey to approve Resolution #2008-120 contingent upon final inspections. Upon roll call vote, all voted aye. Motion adopted.

#2008-121 – Consideration of Approving Letter of Support for Essential Air Service (EAS) to the Department of Transportation (DOT). Mike Olson, Executive Director with the Central Nebraska Regional Airport reported that the current carrier, Mesa Airlines filed a “Notice of Termination of Service” on January 16, 2008. The DOT asked for bids from air carriers from the various EAS communities for the continuation of air service. The Central Nebraska Regional Airport received bids from two airlines: Great Lakes Aviation and Hawaii Island Air. It was recommended by the Airport Authority Board to accept Hawaii Island Air of Honolulu, Hawaii proposal which would provide two (2) daily round trip nonstop flights to Kansas City, Missouri. Mr. Olson presented a PowerPoint outlining the process of choosing the new airline.

Discussion was held on the name of airline and airports using this and other airlines.

Motion by Carney, second by Meyer to approve Resolution #2008-121. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Nickerson, second by Ramsey to approve the Claims for the period of April 9, 2008 through April 22, 2008, for a total amount of \$2,576,950.15. Motion adopted unanimously.

ADJOURNMENT: The meeting was adjourned at 7:55 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, May 13, 2008

Council Session

Item G3

Approving Minutes of May 6, 2008 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

May 6, 2008

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on May 6, 2008. Notice of the meeting was given in the *Grand Island Independent* on April 30, 2008.

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

INVOCATION was given by Mayor Hornady followed by the PLEDGE OF ALLEGIANCE.

Discussion Concerning State Fair Funding and Infrastructure. Jeff Pederson, City Administrator introduced the item and purpose of the Study Session. Dale Shotkoski, City Attorney reviewed LB-1116 that was approved by the State Legislature and signed by Governor Heinemann to move the Nebraska State Fair to Grand Island in the year 2010. The state fair would be located at Fonner Park and would require several new buildings, upgrades and refurbishment of existing facilities and enhanced infrastructure to the utilities and streets. A fund of \$42 million was to be provided with \$8.5 million funded by local sources. \$3 million needed to be raised by October 1, 2008, \$6 million by February 1, 2009 and \$3.5 million by July 1, 2009. Mr. Shotkoski stated the community of Grand Island would be required to raise the money.

Discussion was held on the cooperation and coordination of financial participation of new construction and other capital improvements at Fonner Park. Representation of the City on the Nebraska State Fair Board was discussed.

Ray Aguilar, 706 Grand Avenue commented on the State Fair Board representation which was an appointed position.

David Springer, Finance Director covered the cost and financing of the State Fair. The following options were presented:

Option #1:	City and County Bonds; 75%/25%	7 yrs @3.25%
Option #2:	City and County Bonds; 75%/25%	10 yrs @3.60%
Option #3:	Facility Corp Bonds – No City/Co.	5 yrs @ 3.0%

Mr. Springer stated a food and beverage tax could be used to service the \$5 million bonds. The city would have to match 10% of lottery funds. Bond rates right now were very good. Mr. Springer stated timing was of the essence if the Council decided to go with a bond.

Mr. Springer stated the increased sales tax, food and beverage tax if implemented would help the economy in Grand Island. Approximately \$200,000 to \$400,000 in sales tax could be expected.

Cindy Johnson stated the economic benefits to Grand Island would be hard to compare with that of Lincoln. Jay Vavricek commented on a marketing report in 2006. He stated this was an economic catalyst for the City of Grand Island. Attendance was discussed along with projections.

Mr. Springer stated there had been no formal discussions with Hall County. Donald Dunn stated the group working to get LB-1116 passed would be meeting with the County Board to give a presentation. The county was restricted in certain ways of raising monies but may have lottery funds available in the future.

The question of a business plan and/or marketing plan was discussed. LB-1116 stated the Nebraska State Fair was to be based upon a dynamic public-private partnership that included the active participation of the state and local governments, the private sector, and the citizens of Nebraska. Mr. Dunn commented on the responsibility of the State Fair Board, the Nebraska State Fair Relocation Cash Fund, and sponsorships to the State Fair. Funding from surrounding communities was discussed.

Budget impacts with regards to Police, Fire etc. were discussed. Mr. Dunn stated the State Fair Board would cover law enforcement costs on the State Fair grounds. Intangible benefits were discussed regarding the number of opportunities available in having the State Fair in Grand Island.

Marlan Ferguson, Economic Development Corporation President commented on the impact to economic development the State Fair would provide to Grand Island. He stated it would help sell the community to other companies wanting to locate here.

Steve Riehle, Public Works Director commented on project costs that could be used toward the \$8.5 million match from the community. Mr. Dunn stated if money was budgeted for a specific project on the Fonner Park grounds it would be counted toward the \$8.5 match.

Gene Graves, 1711 South Stuhr Road commented on the importance of the facilities/infrastructure needed to have a successful State Fair. Mr. Graves hoped we could look at this as an investment.

Lewis Kent, 624 East Meves spoke in opposition and wanted the council to put this to a vote of the people.

Scott Zana, 209 Lakeside Drive representing the Food and Beverage industry spoke in favor of the tax. The restaurants as a whole wanted to get this started right away with a sunset clause included. He suggested a 1.5% tax for 5 years on food and beverage to service the \$5 million bond.

Discussion was held regarding ongoing operational costs, funding above the \$5 million, and ownership of facilities.

Barry Sandstrom, 2117 West Charles Street, ex-officio Fonner Park board member commented on the commitment of Fonner Park to make this move forward. Ultimate responsibility of the infrastructure would fall on Fonner Park.

Dale Shotkoski, City Attorney stated if it was the wish of the council we could bring forward a resolution at the next council meeting to go forward with pursuing the bond funding for the relocation of the State Fair.

ADJOURNMENT: The meeting was adjourned at 9:05 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, May 13, 2008

Council Session

Item G4

Approving Re-Appointments of Dianne Miller, Karen Bredthauer and Scott Ericksen to the Interjurisdictional Planning Commission Board

The Mayor has submitted the re-appointments of Dianne Miller, Karen Bredthauer and Scott Ericksen to the Interjurisdictional Planning Commission Board (Merrick County). These appointments would become effective May 25, 2008 upon approval by City Council and would expire on May 24, 2009. Approval is recommended.

Staff Contact: Mayor Hornady



City of Grand Island

Tuesday, May 13, 2008

Council Session

Item G5

Approving Re-Appointments of Bill Martin, Buzz Douthit, Mike Toukan and Scott Zana to the Business Improvement District #4 Board

The Mayor has submitted the re-appointments of Bill Martin, Buzz Douthit, Mike Toukan and Scott Zana to the Business Improvement District No. 4 Board. These appointments would become effective June 1, 2008 upon approval by City Council and would expire on May 31, 2011. Approval is recommended.

Staff Contact: Mayor Hornady



City of Grand Island

Tuesday, May 13, 2008

Council Session

Item G6

**Approving Request from Shirley Ginn, 251 Courtland Street,
Trumbull, Nebraska for Liquor Manager Designation for Holiday
Station Store #114 Located at 1404 West 2nd Street**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: May 13, 2008

Subject: Request from Shirley Ginn, 251 Courtland Street, Trumbull, Nebraska for Liquor Manager Designation for Holiday Station Store #114, 1404 West 2nd Street

Item #'s: G-6

Presenter(s): RaNae Edwards, City Clerk

Background

Shirley Ginn, 251 Courtland Street, Trumbull, Nebraska has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with the Class "B-27796" Liquor License for Holiday Station Store #114, 1404 West 2nd Street.

This application has been reviewed by the Police Department and City Clerk's Office.

Discussion

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

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the request of Shirley Ginn, 251 Courtland Street, Trumbull, Nebraska for Liquor Manager Designation in conjunction with the Class “B-27796” Liquor License for Holiday Station Store #114, 1404 West 2nd Street with the stipulation that Ms. Ginn complete a state approved alcohol server/seller training program.



INTEROFFICE
MEMORANDUM
Police Department

*Working Together for a
Better Tomorrow. Today.*

DATE: April 22, 2008

TO: RaNae Edwards, City Clerk

FROM: Dave Vitera, Sergeant, Police Department

RE: Liquor Manager Application – Holiday Station Store-
1404 W 2nd Street, Grand Island, NE 68801
Shirley Ginn - Liquor Manager Applicant

The Grand Island Police Department has received a Liquor Manager Application from Holiday Station Store, 1404 W 2nd Street, Grand Island, Nebraska. for Shirley Ginn to be manager of the store.

Shirley did not disclose any violations. She did not have any violations listed in Spillman. NCJIS showed a conviction for speeding on 10-6-2004. No warrants were found in NCIC. NCJIS showed Shirley's husband, Leon Ginn signed a "Spousal Affidavit of Non-participation". He did not have an entry in Spillman. NCJIS showed three minor traffic violation convictions.

Shirley's failure to disclose her speeding conviction technically makes the application false according to the Nebraska Liquor Control Act (Part II Chapter 2 Section 010.01). The application clearly asks, "Has anyone who is a party to this application, or their spouse, ever been convicted of or plead guilty to any charge." It further states that a charge includes federal, state, local law, ordinance, or resolution. The speeding conviction would fall under state law or local ordinance. However, it is an infraction and doesn't rise to the level of a Class I Misdemeanor in a specified crime under Nebraska State Statute Chapter 28 that would automatically exclude her from being a liquor manager.

The Grand Island Police Department has no objection to Shirley Ginn becoming the liquor manager at the Holiday Station on 2nd Street.

DV/rk *Dave Vitera*



City of Grand Island

Tuesday, May 13, 2008

Council Session

Item G7

**#2008-122 - Approving Bid Award for Street Improvement District
No. 1256; Widening of Capital Avenue from the Moores Creek
Drain to Webb Road**

Staff Contact: Steven P. Riehle, City Engineer/Public Works Direc

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: May 13, 2008

Subject: Approving Bid Award for Street Improvement District No. 1256, Widening of Capital Avenue from the Moores Creek Drain to Webb Road

Item #'s: G-7

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

Background

Street Improvement District No. 1256 was created by the City Council on July 12, 2005. The District consists of widening Capital Avenue from the Moores Creek Drain to Webb Road. The district is an upgrade to a multi-lane concrete curb and gutter roadway with storm sewer. The costs for construction of sidewalk will be assessed where sidewalks do not already exist. A width of 41' or no more than 20% of the project costs will be assessed to the benefiting properties, with the balance of the project paid by federal funds.

The Engineering Division of the Public Works Department advertised March 6th, 13th, and 20th, 2008 in the Grand Island Independent for bids on Street Improvement District No. 1256.

Discussion

Two (2) bids were received and opened on March 27, 2008. The Engineering Division of the Public Works Department and the Purchasing Division of the City Attorney's Office reviewed both bids. As the Administrator of Federal Funds, the Nebraska Department of Roads concurred in the award of the bids on April 11, 2008.

The bid of \$3,365,842.25 submitted by The Diamond Engineering Company of Grand Island, Nebraska was the lowest responsible bid received. This is below the estimate of \$4,511,203.00. The Nebraska Department of Roads concurs with this bid award.

Funds are available in account number 40033530.90148.

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 for Street Improvement District No. 1256 to The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$3,365,842.25.

Sample Motion

Move to approve the bid award.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: March 27, 2008 at 11:00 a.m.

FOR: Capital Avenue Improvements
Street Improvement District No. 1256

DEPARTMENT: Public Works

ESTIMATE: \$4,511,203.00

FUND/ACCOUNT: 40033530-90148

PUBLICATION DATE: March 6, 13, & 20, 2008

NO. POTENTIAL BIDDERS: 33

SUMMARY

Bidder:	<u>The Diamond Engineering Co.</u>	<u>Paulsen Inc.</u>
	Grand Island NE	Cozad, NE
Bid Security:	Universal Surety Company	The Cincinnati Insurance Co.
Exceptions:	Noted	Noted
Bid Price:		
Section A:	\$1,935,649.50	\$2,315,329.00
Section B:	574,639.30	673,730.50
Section C:	421,664.55	553,100.00
Section D:	22,772.80	16,740.00
Section E:	275,563.60	285,078.35
Section F:	34,937.75	44,937.00
Section G:	<u>100,614.75</u>	<u>99,439.00</u>
Total Bid Price:	\$3,365,842.25	\$3,988,353.85
DBE	\$ 177,563.50	\$ 206,350.00

cc: Steve Riehle, Public Works Director
Dale Shotkoski, City Attorney
Jeff Pederson, City Administrator

Catrina Delosh, PW Admin. Assist.
Wes Nespor, Assist. City Attorney

P1240

RESOLUTION 2008-122

WHEREAS, the City of Grand Island invited sealed bids for Street Improvement District No. 1256, Widening of Capital Avenue from the Moores Creek Drain to Webb Road, according to plans and specifications on file with the Engineering Division of the Public Works Department; and

WHEREAS, on March 27, 2008 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 \$3,365,842.25; and

WHEREAS, The Nebraska Department of Roads concurs with the bid award; and

WHEREAS, the bid of The Diamond Engineering Company is less than the estimate for the construction of Street Improvement District No. 1256.

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 \$3,365,842.25 for construction of Street Improvement District No. 1256, Widening of Capital Avenue from the Moores Creek Drain to Webb Road.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 13, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 7, 2008	☐ City Attorney



City of Grand Island

Tuesday, May 13, 2008

Council Session

Item G8

#2008-123 - Approving Designating the North Side of Old Potash Highway from the Armory Driveway East for Approximately 350 Feet as No Parking

Staff Contact: Steven P. Riehle, City Engineer/Public Works Direc

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: May 13, 2008

Subject: Approving Designating the North Side of Old Potash from the Armory Driveway East for 345 Feet as No Parking

Item #'s: G-8

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

Background

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

Discussion

A request was submitted, by a concerned citizen, to eliminate parking on the North side of Old Potash Highway beginning at a point due north of the northwest corner Lot 1 Ryder Park Subdivision to a point 345 feet west. The roadway in this area is not wide enough for vehicles to park and causes traffic congestion when this is used for parking.

Alternatives

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

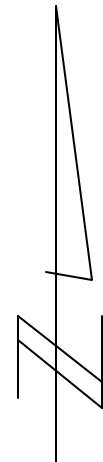
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the resolution designating the North side of Old Potash Highway beginning at a point due north of the northwest corner Lot 1 Ryder Park Subdivision to a point 345 feet west.

Sample Motion

Move to approve the resolution.



CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT

DATE: 4/23/08
DRN BY: L.D.C.
SCALE: NONE

NO PARKING AREA
ALONG OLD POTASH HWY.

R E S O L U T I O N 2008-123

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 the north side of Old Potash Highway beginning at a point due north of the northwest corner Lot 1 Ryder Park Subdivision to a point 345 feet west; 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 the north side of Old Potash Highway beginning at a point due north of the northwest corner Lot 1 Ryder Park Subdivision to a point 345 feet west.
2. The City's Street 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, May 13, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form <input type="checkbox"/> _____ May 7, 2008 <input type="checkbox"/> City Attorney
--



City of Grand Island

Tuesday, May 13, 2008

Council Session

Item G9

**#2008-124 - Approving Rescinding Resolution 2008-96 Regarding
Asphalt Hot-Mix 2008 and Approving Corrected Resolution**

Staff Contact: Steven P. Riehle, City Engineer/Public Works Direc

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: May 13, 2008

Subject: Approving Correction to Resolution 2008-96

Item #'s: G-9

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

Background

The Streets Division of the Public Works Department advertised for bids for the purchase of hot-mix asphalt on March 4, 2008. Bid were received and opened on March 18, 2008.

Discussion

The City Council approved Resolution Number 2008-96 at the March 25, 2008 meeting awarding the contract to J.I.L. Asphalt Paving Company of Grand Island, Nebraska. The contractor was listed incorrectly in the resolution. The resolution should be approved with a bid award to Gary Smith Construction Co., Inc. of Grand Island, Nebraska.

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 pass a resolution rescinding the original resolution and passing a corrected resolution for awarding the purchase of hot-mix asphalt to Gary Smith Construction Co., Inc. of Grand Island, Nebraska.

Sample Motion

Move to approve the rescinding of the original resolution and pass a corrected resolution.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

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Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: March 18, 2008 at 11:10 a.m.

FOR: Asphalt Hot-Mix for 2008

DEPARTMENT: Public Works

ESTIMATE: \$40.00 per ton

FUND/ACCOUNT: 10033503-85547

PUBLICATION DATE: March 4, 2008

NO. POTENTIAL BIDDERS: 2

SUMMARY

Bidder:	<u>Gary Smith Construction Co., Inc.</u> Grand Island NE	<u>J.I.L. Asphalt Paving Co.</u> Grand Island NE
Bid Price:		
Type "A":	\$34.80 per ton	\$38.80 per ton
Type "B":	\$28.40 per ton	\$30.50 per ton
Type "C":	\$33.65 per ton	\$36.85 per ton

cc: Steve Riehle, Public Works Director
Catrina Delosh, PW Admin. Assist.
Wes Nespor, Assist. City Attorney
Jeff Pederson, City Administrator

Scott Johnson, Street Supt.
Dale Shotkoski, City Attorney
Sherry Peters, Legal Secretary

P1238

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2008, by and between Gary Smith Construction Company, Inc. hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for furnishing of Asphalt Hot-Mix for 2008; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Contractor to be the lowest responsive bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE II. That the City shall pay to the Contractor for the performance of the work embraced in this contract and the Contractor will accept as full compensation therefore the sum of

<u>Thirty four and 80/100</u>	Dollars per ton, \$	<u>34.80</u>	/ton for Type A asphalt,
<u>Twenty eight and 40/100</u>	Dollars per ton, \$	<u>28.40</u>	/ton for Type B asphalt,
<u>Thirty three and 65/100</u>	Dollars per ton, \$	<u>33.65</u>	/ton for Type C asphalt,

For all services, materials and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of Asphalt Hot-Mix for 2008.

CONTRACT AGREEMENT (Continued)

ARTICLE IV. That the Contractor shall start work as soon as possible after the contract is signed, and that the terms of the contract shall expire December 31, 2008.

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations.

ARTICLE VI. Gratuities and Kickbacks. City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

Contractor Gary Smith Constr Co / Ne

By Gary Smith

Date 04-23-08

Title Pres.

CITY OF GRAND ISLAND NEBRASKA

By _____
Mayor

Date _____

Attest _____
City Clerk

The contract is in due form according to law and is hereby approved.

Attorney for the City

Date _____

**BID SHEET
FOR
ASPHALT HOT-MIX FOR 2008
FOR
STREET & TRANSPORTATION DIVISION
CITY OF GRAND ISLAND, NEBRASKA**

The City of Grand Island, Street and Transportation Division is accepting bids for Asphalt Hot-Mix for the calendar year 2008.

If hot-mix asphalt of the type needed by the City at the time is not available, it is understood that the City reserves the right to purchase from another vendor on a case by case basis.

Please submit prices for Hot-Mix to be picked up by Street Division personnel at your plant. Total quantity for the season could be approximately 2,000 tons.

Type "A"	\$ <u>34.80</u> per ton
Type "B"	\$ <u>28.40</u> per ton
Type "C"	\$ <u>33.65</u> per ton

*Note: The City of Grand Island does not pay Federal, State, or City tax; do not include tax in your pricing.

Dated this 18th day of MARCH 2008.

Respectfully submitted,

GARY SMITH CONST. CO., INC.
Company

2404 South North Rd
Address

Gary Smith
Signature of Bidder

308-384-8325
Telephone Number

Gary Smith
Name (print or type)

President
Title

RESOLUTION 2008-124

WHEREAS, on March 25, 2008, by Resolution 2008-96, the City Council of the City of Grand Island awarded the bid of J.I.L. Asphalt Paving Company of Grand Island, Nebraska for the purchase of hot-mix asphalt; and

WHEREAS, Resolution 2008-96 incorrectly stated the lowest responsible bidder to be J.I.L. Asphalt Paving Company; and

WHEREAS, it is necessary to amend Resolution 2008-96 to correctly award the bid to Gary Smith Construction Company of Grand Island, Nebraska for the purchase of hot-mix asphalt in the amount of \$34.80/ton for Type "A", \$28.40/ton for Type "B", and \$33.65/ton for Type "C".

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Resolution 2008-96 is hereby amended to correct the bid award to Gary Smith Construction Company of Grand Island, Nebraska for the purchase of hot-mix asphalt.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 13, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 7, 2008	☐ City Attorney



City of Grand Island

Tuesday, May 13, 2008

Council Session

Item G10

**#2008-125 - Approving Setting the Board of Equalization Date for
Annual Mowing Assessments**

Staff Contact: Wes Nespor

Council Agenda Memo

From: Wesley D. Nespor, Attorney

Meeting: May 13, 2008

Subject: Setting Board of Equalization Hearing to Determine Benefits - 2007 Weed Abatement Program

Item #'s: G-10

Presenter(s): Wesley D. Nespor, Attorney

Background

Article III of Chapter 17 to the Grand Island City Code contains a procedure for abating nuisances created by properties that have excessive growths of weeds, grasses and other vegetation. The City Code provides for owners to receive a notice to cut their weeds and grasses and if the owners do not comply with such notice, the City is authorized to do the work and bill the property owner. If the owner fails to pay the bill, the City is authorized by Section 17-38 of the City Code to levy an assessment on the property for the amount of the mowing expenses. The Finance Department for the City has reported the expenses and costs of such weed cutting for 2007.

Discussion

The City Council, sitting as the Board of Equalization, will be asked to determine the benefits for the weed abatement program that took place during the growing season of 2007. A Board of Equalization hearing date must be set and notice given before the City may determine benefits and levy special assessments by ordinance on the properties. A hearing date of June 10, 2008 at 7:00 p.m. is suggested.

Alternatives

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

1. Set a hearing date and direct that notice be given according to law.
2. Continue the issue to a later date.

Recommendation

City Administration recommends that the Council accept the report of expenses and costs for 2007 and set a Board of Equalization hearing for June 10, 2008 at 7:00 p.m. and direct that notice be given according to law.

Sample Motion

Move to accept the Finance department's report, sit as a Board of Equalization to determine the benefits of such weed cutting on June 10, 2008 at 7:00 p.m., and give notice according to law.

RESOLUTION 2008-125

WHEREAS, pursuant to Article III of Chapter 17 of the Grand Island City Code, for reason of the failure of the owners, agents, occupants, or persons in possession, charge, or control of lots, tracts, or parcels of land in the City to comply with the notices of the City Council in regard to the cutting and removing of weeds and other rank growth of vegetation, such weeds and other rank growth of vegetation were caused to be removed by the City, and the actual expenses thereof have been audited and paid by the City; and

WHEREAS, the owners, agents, occupants, or persons in possession, charge or control of lots, tracts or parcels of land whereon such weeds and other rank growth of vegetation were caused to be cut by the City and are in default of payment of the expenses and costs incurred by the City therefore; and

WHEREAS, the Finance Department for the City has reported the expenses and costs of such weed cutting to the City Council and recommends that the City Council sit as a Board of Equalization to assess the expenses and costs thereof to the respective lots, tracts, or parcels of land.

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

1. The report of the Finance Department for the City pertaining to the cutting of weeds and other rank growth of vegetation is hereby accepted.
2. The City Council shall sit as a Board of Equalization to determine the benefits of such weed cutting on June 10, 2008 at 7:00 p.m.
3. The City Clerk shall give notice, as required by Section 16-707, R.R.S. 1943, as amended, by one publication in the Grand Island Independent that the City Council will sit as a Board of Equalization on the date and time set forth above, at least ten (10) days prior thereto; and further, that the City Clerk, within five (5) days after the date of publication of the above notice and 10 days prior to the meeting, shall send by U.S. mail, a copy of the published notice to each and every party appearing to have a direct legal interest in such proceeding whose name and post office addresses are known, in accordance with the provisions of Section 25-520.01, R.R.S. 1943, as amended.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 13, 2008.

Margaret Hornady, Mayor

Attest:

Approved as to Form	☐ _____
May 8, 2008	☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 13, 2008

Council Session

Item G11

#2008-126 - Approving Keno Satellite Location and Agreement for the KPT, Inc. dba Ole Cow Palace, 3602 West 2nd Street

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: May 13, 2008

Subject: Approving Keno Satellite Location and Agreement for KPT, Inc. dba The Ole Cow Palace, 3602 West 2nd Street

Item #'s: G-11

Presenter(s): RaNae Edwards, City Clerk

Background

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

Discussion

KPT, Inc. dba The Ole Cow Palace, 3602 West 2nd Street, has submitted a request for approval of a satellite location at the premises of The Ole Cow Palace, 3602 West 2nd Street. This request was approved by Hall County at their April 15, 2008 meeting. Approval of the Satellite Agreement between KPT, Inc. and Fonner Keno, Inc. is required along with approval for the satellite location. The Agreement has been reviewed by the Legal and Building Departments.

Alternatives

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

1. Move to approve the request of KPT, Inc. dba The Ole Cow Palace
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the request for a Keno Satellite Location and Agreement for KPT, Inc. 3602 West 2nd Street.

Sample Motion

Move to approve the request for a Keno Satellite Location and Agreement for KPT, Inc. dba The Ole Cow Palace, 3602 West 2nd Street.

APPLICATION FOR HALL COUNTY KENO SALES OUTLET APPROVAL

1. Business name and location of proposed sales outlet location: THE OLE COWS PALACE
DBA AS KPT, INC

2. Address of proposed sales outlet location: 3602 W 2nd St. C.I., NE 68803

3. Applicant's name: Kenneth P Tesmer

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

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

Kenneth P Tesmer 1418 Haggard Ave C.I., NE 68803 8-14-50

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

JERRY P. JENSEN 1315 W. STOLLEY, GE 9-28-48

Kenneth P Tesmer 1418 Haggard Ave C.I. 8-14-50

ROBIN C Tesmer 1418 Haggard Ave C.I.

FELICIA BUSHOUSEN 321 FARMER PARK RD C.I. 11-9-83

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

RACHAEL LEIGH WELLS	3111 W. 14 th ST CT	11-9-84
RUTH FURNESS	1734 S BLAINE ST CT	8-6-51
DREW SCHAEFER	1013 N. GREENWICH CT	7-23-80
KATHLEEN LYNN HOWARD	21 VENUS ALVA	1-12-59
WENDY BLONQUIST	4334 CAMBRIDGE RD CT	4-13-74
SHARON KINSE	301 2 nd RD C.I.	9-11-59
RICKY KINSE	301 2 nd RD C.I.	8-31-76
JOY BOKOWSKI	2304 N X RD HARDVILLE	5-15-65

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

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

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

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

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

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

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

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

14. Seating capacity of sales outlet location: 250

15. Parking capacity of sales outlet location: 100 CARS

Date: 2-29-08

Signature: Kenneth Plumer

Title: President

SATELLITE AGREEMENT

THIS SATELLITE AGREEMENT made this 9 day of April, 2008, by and between FONNER KENO, INC., a Nebraska Corporation (herein referred to as "Contractor") and KPT Inc., D/B/A Ole Cow Palace, a Nebraska Corporation (hereinafter referred to as "Satellite Owner").

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

WHEREAS, the Contractor has entered into a Lottery Operator Agreement dated the 23rd day of March, 1993 (hereinafter referred to as "the Lottery Operator Agreement") with the County for the operation of a keno-type lottery game, the term of which Lottery Operator Agreement was extended by a Modification and Extension of Lottery Operator Agreement dated October 8, 2002; and

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

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

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

1. The Satellite Owner agrees to permit the Contractor to establish a keno-type lottery game at the premises of the Contractor described on Exhibit "A" attached hereto and made a part hereof by reference (hereinafter referred to as "the Satellite Location") upon the following terms and conditions,

2. The Contractor may commence a keno-type lottery game at the Satellite Location by providing equipment at the Satellite Location which displays the winning numbers which are displayed at the main or primary location of the Contractor as provided in the Lottery Operator Agreement. The contractor shall provide the equipment necessary for the keno-type lottery game including, but not limited to, monitors, cable, terminals and printers. The Satellite Owner shall, however, provide at the expense of the Satellite Owner a cabinet and counter area for such equipment and an adequate electrical power supply to operate such equipment. The Contractor shall pay for the cost of the telephone and data line installation and applicable monthly fees. The Contractor shall reserve the right, in the sole discretion of Contractor, to provide equipment at the Satellite

Location which is separate from the equipment at the main or primary location of the contractor as provided in the Lottery Operator Agreement.

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

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

5. The Satellite Owner shall hire and provide suitable management and operational personnel for the conduct of the lottery at the Satellite Location subject to the following:

5.1 Each employee of the Satellite Owner who is engaged in the operation of the lottery or has direct unsupervised access to the lottery equipment shall be individually bonded in the amount of Twenty-Five Thousand Dollars (\$25,000.00);

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

5.3 Each employee of the Satellite Owner shall be subject to the control and supervision of the Contractor in regard to the conduct and operation of the keno-type lottery game at the Satellite Location;

5.4 Each employee of the Satellite Owner involved in the conduct and operation of the keno-type lottery game shall be subject to such training, to be provided at the expense of Contractor, as required by the Contractor and shall be further subject to the approval of the Contractor before such employee of the Satellite Owner is permitted to become involved in the conduct and operation of the keno-type lottery game at the Satellite Location; and

5.5 Each employee of the Satellite Owner involved in the conduct and operation of the keno-type lottery game shall be familiar with the rules and regulations of the Contractor and the Nebraska Department of Revenue in regard to the conduct and operation of the keno-type lottery game at the Satellite Location and shall fully comply with such rules and regulations of the Contractor and the Nebraska Department of Revenue.

6. The Satellite Owner shall permit the Contractor access to the Satellite Location during regular business hours for any purpose related to this Satellite Agreement, the Lottery Operator Agreement or the operation of the keno-type lottery game at the Satellite Location.

7. The Satellite Owner shall take reasonable measures as required by the Contractor to keep safe the equipment for the keno-type lottery game provided by the Contractor and to provide secure areas for the storage of supplies for the keno-type lottery game at the Satellite Location. The Satellite Owner shall assume all risk for damage to the equipment for the keno-type lottery game provided by the Contractor unless such loss of damage is caused by the acts of the Contractor. The Contractor reserves the right, in the sole discretion of Contractor, either to maintain insurance covering the equipment for the keno-type lottery game provided by the Contractor or to require the Satellite Owner to maintain insurance satisfactory to the Contractor covering the equipment for the keno-type lottery game provided by the Contractor with the Contractor named as an additional insured; provided, however, that the Contractor shall be responsible for the cost of insurance covering the equipment for the keno-type lottery game provided by the Contractor.

8. The Satellite Owner shall make such arrangements as required by the Contractor to operate the keno-type lottery game at the Satellite Location including, but not limited to, arrangements for payments of prizes and disbursements in regard to the keno-type lottery game at the Satellite Location.

9. The Satellite Owner shall assume responsibility for any ticket written in error or for the payment of any prize not properly authorized for payment in conformity with the rules and regulations of the Contractor and the Nebraska Department of Revenue.

10. The Satellite Owner shall use its best efforts to detect efforts to cheat the keno-type lottery game or tamper with the equipment for the keno-type lottery game provided by the Contractor and promptly notify the Contractor of any such matters.

11. The Satellite Owner shall promptly notify the contractor of any malfunction of the equipment for the keno-type lottery game provided by the Contractor for the Satellite Location.

12. The Contractor will provide all supplies for the operation of the keno-type lottery game at the Satellite Location and the Satellite Owner shall not use any supplies for the operation of the Keno-type lottery game at the Satellite Location except as provided by Contractor. The Satellite Owner will reimburse the Contractor for the cost of supplies provided to the Satellite Owner by the Contractor.

13. The Satellite Owner shall be solely responsible for all expenses incurred at the Satellite Location in connection with the operation of the keno-type lottery game except for the costs relating to the equipment for the keno-type lottery game provided by the Contractor. The Satellite Owner shall be solely responsible for the payment of all expenses incurred by the Satellite Owner including, but not limited to, taxes, insurance except as provided in Paragraph 7, rent, supplies, fees, salaries and all other such expenses incurred by the Satellite Owner in the operation of the keno-type lottery game at the Satellite Location.

14. The daily net proceeds from the keno-type lottery game at the Satellite Location shall be deposited by the Satellite Owner not later than noon of the next banking day following the date of receipt in an account maintained by the Contractor in a bank designated by the Contractor, consistent with any instruction of the Contractor. The daily net proceeds shall be the aggregate amount wagered at the Satellite Location less prizes paid by the Satellite Location in accordance with the rules and regulations of the Contractor and the Nebraska Department of Revenue.

15. The Satellite Owner will use its best efforts to maximize the gross proceeds from the keno-type lottery game at the Satellite Location.

16. The Contractor may terminate this Satellite Agreement if the gross proceeds from the operation of the keno-type lottery game at the Satellite Location are One Hundred Twenty Thousand Dollars (\$120,000.00) or less for any previous period of three (3) months; provided, however, that the Contractor shall have no right to terminate this Satellite Agreement for a period of six (6) months after the establishment of the keno-type lottery game at the Satellite Location.

17. The Satellite Owner shall sell concessions, including alcoholic and non-alcoholic beverages, and may conduct other legitimate business operations at the Satellite Location; provided, however, that the Satellite Owner shall comply with all applicable federal, state and local laws in selling concessions at the Satellite Location. Concessions

shall include, but not be limited to, food, alcoholic and non-alcoholic beverages, and souvenirs. All proceeds, expenses, and liabilities resulting from the sale of the concessions shall be the property and the sole responsibility of the Satellite Owner, and the Satellite Owner shall maintain separate records and bank accounts for all concessions which shall not be commingled with any funds or proceeds received in the conduct of the keno-type lottery game.

18. The Satellite Owner agrees to maintain any books and records of all operations associated with the operation of the keno-type lottery game required by the Contractor to comply with the Nebraska County and City Lottery Act (Neb.Rev.Stat. Section 9-601 through 9-653) and the rules and regulations of the Nebraska Department of Revenue.

19. The Contractor shall have the right, without notice to the Satellite Owner, to review any books and records relating to the lottery operations at the Satellite Location.

20. The Satellite Owner agrees to provide to the Contractor and keep current on at least an annual basis, financial statements, including balance statements and profit and loss statements, of the Satellite Owner.

21. The term of this Satellite Agreement shall be for the remainder of the term of the Lottery Operator Agreement, including the term of any renewal or renewals of the Lottery Operator Agreement. In addition, the Contractor shall have the right to extend the term of this Satellite Agreement for the term of any new agreement between the County and the Contractor for the conduct of a keno-type lottery game. The Contractor and the Satellite Owner agree that the compensation of the Satellite Owner shall remain at five percent (5%) of the gross proceeds received from the operation of the keno-lottery game at the Satellite Location during the term of any renewal, extension or renegotiation of this Satellite Agreement.

22. The Satellite Owner agrees to permit the Contractor to operate the keno-type lottery game consistent with the Lottery Operator Agreement and any schedule for the hours of operation of the keno lottery developed by the Contractor and the County. Subject to the amendment of the schedule for the hours of operation of the keno lottery by the Contractor and the County, the hours of operation of the keno lottery at the Satellite Location shall be from 10:-- a.m. until 1:00 a.m. of the following day on Monday, Tuesday, Wednesday, Thursday, Friday and Saturday and from 12:00 a.m. to 12:00 p.m. on Sunday.

23. The Satellite Owner shall be responsible to conduct and maintain the business of the Satellite Location in an orderly fashion and maintain its license to sell alcoholic beverages for consumption at the Satellite Location.

24. The Satellite Owner shall, at all times, maintain insurance with an insurer acceptable to the Contractor covering general liability in the amount of One Million

Dollars (\$1,000,000.00) per person and Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and One Hundred Thousand Dollars (\$100,000.00) for property damage and shall provide assumed contractual liability coverage as imposed by this Satellite Agreement notwithstanding that the Contractor or the County be named insured. The Satellite Owner shall provide proof of insurance with an insurance company acceptable to Contractor within thirty (30) days of the execution of this Satellite Agreement and annually thereafter, and the Contractor and the County, upon request, shall be an additional named insured therein. Said insurance shall contain a non-cancellation provision requiring thirty (30) days notice to the contractor prior to the cancellation of coverage. The Satellite Owner shall maintain coverage for workers compensation insurance as required by state law. The failure to maintain insurance as required by this satellite Agreement shall constitute a breach of this Satellite Agreement.

25. The Satellite Owner shall indemnify and hold harmless the Contractor from any claims, loss or expenses to persons or property, including the equipment for the keno-type lottery game provided by the Contractor, caused or resulting from the operation of the keno-type lottery game at the Satellite Location unless and to the extent caused by the negligence of the Contractor.

26. The Satellite Owner shall be subject to the following provisions:

26.1 The Satellite Owner is prohibited from violating any law, rule or regulation governing the keno-type lottery game at the Satellite Location;

26.2 The Satellite Location shall, at all times, have seating capacity and available parking sufficient to accommodate members of the general public who may wish to come to the Satellite Location to observe or play the keno-type lottery game or to engage in any other activity conducted at the Satellite Location;

26.3 The Satellite Location shall, at all times, have sufficient facilities to permit the Contractor to sell keno tickets;

26.4 The Satellite Location may be required by the Contractor to have a board or other monitor clearly visible to the players on which the winning numbers are displayed simultaneously or nearly simultaneously with their display at the main or primary location of the Contractor as described in the Lottery Operator Agreement;

26.5 The Satellite Location shall have proper security for the keno lottery activities and associated activities;

26.6 All persons with any direct or indirect ownership in the Satellite Location must, in the sole discretion of Contractor, be of good character and financially responsible; and

26.7 The Satellite Location must comply with any criteria or qualifications standards established by the County and the City, if applicable.

27. The Contractor shall have no ownership, nor any other interest, in the Satellite Location except for the right to operate the keno-type lottery game at the Satellite Location. The Contractor will not charge the Satellite Owner a fee for the right to be a satellite location. The Contractor shall pay the costs of the necessary equipment for the Satellite Location and the installation of same, and the maintenance, repairs, financing, taxes, and insurance of any such equipment or failure of same. The Contractor is expressly prohibited from receiving any income or other proceeds from any concession sales of the Satellite Owner at the Satellite Location.

28. The Satellite Owner agrees to strictly comply with all applicable laws and regulations of the United States, the State of Nebraska, the County and the City, if applicable, in regard to the operation of a keno-type location by the Contractor at the Satellite Location, together with the requirements, provisions and conditions of the Nebraska County and City Lottery Act (Neb. Rev. Stat. Section 9-601 through 9-653) and administrative rules and regulations promulgated by the Nebraska Department of Revenue. In the event that any such law should be changed, amended, repealed, or newly enacted, the Satellite Owner shall comply to said change by the effective date of the change in the law. In the event that the Lottery Operator Agreement with the Contractor is terminated by the County for any reason whatsoever, this Satellite Agreement may be terminated by the Contractor without liability to the Satellite Owner.

29. The Satellite Owner agrees to be bound by and comply with the applicable provisions of the Interlocal Cooperation Agreement, if applicable, and the Lottery Operator Agreement, which Interlocal Cooperation Agreement and Lottery Operator Agreement are made a part hereof by reference.

30. The Satellite Owner agrees to take all action requested by Contractor to obtain a license from the City, if applicable, for the establishment of a keno-type lottery game at the Satellite Location.

31. The Satellite Owner acknowledges and agrees that the Contractor may establish a keno-type lottery game at the other satellite locations consistent with the provision of the Lottery Operator Agreement.

32. The Satellite Owner shall be considered to be in default of this Satellite Agreement upon the happening of any of the following events:

32.1 Insolvency of the Satellite Owner;

32.2 The filing of a petition of bankruptcy for the protection, under Chapter 7, 11, or 13 of the Bankruptcy Code, of the Satellite Owner, any partner of the Satellite Owner if Satellite Owner is a partnership, or any officer, director or shareholder of the Satellite Owner if the Satellite Owner is a corporation;

32.3 The conviction of the Satellite Owner or any partner, director, officer, shareholder or employee of Satellite Owner of a felony relating to the honesty or trustworthiness of the Satellite Owner in the performance of this Satellite Agreement;

32.4 The failure of Satellite Owner to comply with any federal, state or local law;

32.5 The failure to provide material information, the furnishing of false information, or the omissions of material information as required to be disclosed to Contractor under this Satellite Agreement;

32.6 The failure of the Satellite Owner to provide the Contractor with sufficient facilities at the Satellite Location, in the sole discretion of the Contractor, to permit the Contractor to operate the keno-lottery game; or

32.7 Any breach of this Agreement.

33. The Contractor may terminate this Satellite Agreement in the event that Satellite Owner or any partner, director, officer, shareholder or employee of Satellite Owner has:

33.1 violated any provision of the Nebraska County and City Lottery Act (Neb. Rev. Stat.) Section 9-601 through 9-653);

33.2 violated any of the rules and regulations of the Nebraska Department of revenue;

33.3 violated any of the rules and regulations of the Contractor in regard to the operation of the keno-type lottery game at the Satellite Location;

33.4 condoned or promoted the conduct of any gambling activity not recognized or authorized by the laws of the State of Nebraska;

33.5 had its right to continue as a Satellite Location disapproved by the County or the City, if applicable;

34. The Satellite Owner shall comply with all rules and regulations established by the Contractor in regard to the operation of the keno-type lottery game at the Satellite Location.

35. No officer, director, shareholder, partner, owner, or employee of the Satellite Location or their immediate family shall play the keno lottery or claim any keno lottery prizes either at the Satellite Location or at any other location of the contractor.

36. The contractor may terminate this Satellite Agreement upon five (5) days' notice to the Satellite Owner at any time the Satellite Owner breaches any of the terms of

this Satellite Agreement or is otherwise in default of this Satellite Agreement and fails to cure such breach or default within said five (5) days and fails to cure such breach or default within said five (5) day period after notice is given of such default or breach by the Contractor. The Contractor may, however, extend the period within which to allow the Contractor to cure any such breach or default. The Contractor may terminate this Satellite Agreement upon thirty (30) days' notice to the Satellite Owner if the Lottery Operator Agreement of the Contractor is terminated by the County for any reason whatsoever.

37. The Satellite Owner shall provide and maintain a performance bond in the form of a corporate surety acceptable to the Contractor in the amount of Twenty-five Thousand Dollars (\$25,000.00), said bond to guarantee the Satellite Owner's full and complete performance of this Satellite Agreement, including the payment to the contractor of all sums due hereunder and the payment of all prizes claimed. Said bond shall provide that said bond shall not be canceled except upon giving thirty (30) days' notice in writing to the Contractor. Any termination or cancellation of said bond during the term of this Satellite Agreement shall constitute a breach of this Satellite Agreement; provided, however, that the Satellite Owner may cure such breach by filing with the Contractor a replacement bond in form and surety satisfactory to the Contractor on or before the effective date of termination or cancellation of said bond. In lieu of said bond, Satellite Owner, with the consent of the Contractor, may file with the Contractor a letter of credit issued by a local bank or other financial institution or other collateral acceptable to the Contractor in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00); provided, however, that the Satellite Owner shall be in breach of this Satellite Agreement at any time during the term of this satellite Agreement that the Satellite Owner does not have on file with the Contractor a letter of credit issued by a local bank or other financial institution or other collateral acceptable to the Contractor in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00).

38. In the event of the breach of this Satellite Agreement, and in addition to all remedies available under this Satellite Agreement, or at law or in equity, the contractor shall be entitled to affirmative or negative injunctive relief.

39. No waiver by either party to this Satellite Agreement at any time of any breach by the other party or of compliance by the other party with any condition or provision of this Satellite Agreement to be performed by the other party shall be deemed a waiver or similar or dissimilar provisions or conditions at the same or any prior to subsequent time. Any invalidity or unenforceability of any provision or provisions of this Satellite Agreement shall not affect the validity or enforceability of any other provisions of this Satellite Agreement, nor shall the invalidity or unenforceability of a portion of any provision of this Satellite Agreement affect the validity or enforceability of the balance of such provisions. All other provisions and parts of provision shall remain in full force and effect; provided however, if the removal or inoperative effect of any such provision or part of any provision so declared invalid or unenforceable shall materially affect the Contractor's rights hereunder, the Contractor may terminate this Satellite Agreement.

40. Whenever this Satellite Agreement shall set forth any time for any action to be performed by, or on behalf of, the Satellite Owner, such time shall be deemed of the essence.

41. The parties hereto agree that all rights and obligations required under this Satellite Agreement are personal to the parties and that neither this Satellite Agreement, nor any rights or obligation hereunder, may be assigned, transferred, or sub-contracted by the Satellite Owner.

42. This Satellite Agreement incorporates and integrates all terms and conditions of all documents and laws mentioned herein or incidental hereto and constitutes the entire Satellite Agreement between the parties hereto superseding any prior agreement or understanding, whether oral or written, express or implied. This Satellite Agreement may not be discharged or modified except as provided herein or permitted by law.

43. This Satellite Agreement shall be governed and construed in accordance with the laws of the State of Nebraska. Any legal action to enforce or declare any rights or obligation created or imposed by this Satellite Agreement shall be commenced in a court of the State of Nebraska.

44. Notices for any and purpose hereunder, including service of process, shall be deemed to be sufficient if sent by certified or registered mail, postage prepaid, addressed as follows:

44.1 To the Contractor:

Fonner Keno, Inc.
700 East Stolley Park Road
P.O. Box 490
Grand Island, NE 68802-0490

44.2 To the Satellite Owner:

At the address designated on Exhibit "A"
attached hereto and made a part hereof
by reference

45. The Contractor shall have the option to renew this Satellite Agreement for any period during which the Lottery Operator Agreement is extended by the County.

46. The Satellite Owner shall promote the keno-type lottery game with the regular food and beverage customers of the Satellite Location consistent with any requirements of the contractor. The Contractor shall have sole authority in regard to any other advertising and promotion of the keno-type lottery game at the Satellite Location.

The Satellite Owner shall not engage in any advertising or promotion of the keno-type lottery game at the Satellite Location except with the consent of the contractor.

47. The Satellite Owner agrees to cooperate with the Contractor regarding the operation of a keno-type lottery game at the Satellite Location and will execute and deliver any such other instruments and documents and take such other actions as may reasonably be required or requested from time to time by Contractor in order to carry out the intended purposes of this Satellite Agreement and to comply with any and all laws and governmental regulations for the operation of a keno-type lottery game.

48. At the end of the term of this Satellite Agreement, or in the event of any termination of this Satellite Agreement, the Satellite Owner agrees to surrender the equipment for the keno-type lottery game provided by the Contractor at the Satellite Location to the Contractor. The Satellite Owner further consents to permit the Contractor access to the Satellite Location for purposes of the removal of the equipment for the keno-type lottery game provided by the Contractor at the Satellite Location notwithstanding any dispute between Satellite Owner and Contractor regarding the termination of this Satellite Agreement. Satellite Owner acknowledges and agrees that Satellite Owner shall have no right, title or interest in the equipment for the keno-type lottery game provided by the contractor at the Satellite Location.

49. The Satellite Owner acknowledges and agrees that it is not an employee of, or joint venture or partner with, the contractor and this Satellite Agreement does not give rise for any claim, loss or damages against Contractor in the event of the termination of the Satellite Agreement, or in the event that the Contractor is unable to perform hereunder for any reason whatsoever.

IN WITNESS WHEREOF, the parties have executed this Satellite Agreement.

FONNER KENO, INC. A Nebraska
Corporation

By: 

Treasurer

Tessa W. Otto
Gen. Mgr.
"Contractor"

KPT, INC., D/B/A OLE COW PALACE, A
Nebraska Corporation

By: 

Kenneth P. Tesmer, President

EXHIBIT "A"

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

Premises of KPT Inc., D/B/A Ole Cow Palace, a Nebraska Corporation,
3602 West 2nd Street, Grand Island, Nebraska 68803.

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

Mr. Kenneth P. Tesmer
KPT Inc., D/B/A Ole Cow Palace, a Nebraska Corporation
3602 West 2nd Street
Grand Island, NE 68803

OPTION

The undersigned hereby grants to Fonner Keno, Inc., ("Fonner Keno"), a Nebraska corporation, the option to establish a keno-type lottery game at the premises of KPT Inc., D/B/A Ole Cow Palace, 3602 West 2nd Street, Grand Island, Nebraska 68803, upon the following terms and conditions:

1. The undersigned acknowledges that Fonner Keno has entered into a Lottery Operator Agreement dated the 23rd day of March, 1993 ("Lottery Operator Agreement") with the County of Hall, Nebraska ("County") for the establishment of a keno-type lottery game and that the term of such Lottery Operator Agreement was extended by a Modification and Extension of Lottery Operator Agreement dated October 8, 2002.
2. The undersigned further acknowledges that Fonner Keno may operate any number of Satellite locations within the boundaries of the County, subject to approval of the County, consistent with Paragraph 3.3 of the Lottery Operator Agreement. If any such satellite location is located within the boundaries of the City of Grand Island, Nebraska ("City"), Fonner Keno may not operate such satellite location before obtaining the approval of the City.
3. The undersigned desires to be designated as an additional satellite location, consistent with the Lottery Operator Agreement, and further desires to enter into the Satellite Agreement with Fonner Keno, attached hereto as Exhibit "A" and made a part hereof by reference.
4. The undersigned agrees to complete the Sales Outlet Application, attached hereto as Exhibit "B" and made a part hereof by reference, and any other materials requested by the County, and deliver same to Fonner Keno for submission to the County.
5. The undersigned acknowledges that the sole consideration for the Option shall be the submission of the Sales Outlet Application and this Option by Fonner Keno to the County and the City, if applicable, consistent with the provisions of Paragraph 3.3 of the Lottery Operator Agreement.
6. The undersigned acknowledges that Fonner Keno will rely on this Option in submitting the Sales Outlet Application of the undersigned and this Option to the County and the City, if applicable, consistent with the provisions of the Lottery Operator Agreement, and may incur expense in regard to the submission to the County of the Sales Outlet Application of the undersigned and this Option, consistent with the provision of the Lottery Operator Agreement.
7. Fonner Keno may exercise this option to establish a keno-type lottery game at the premises of the undersigned, as described in this Option, in the sole discretion of Fonner Keno and, upon the exercise of such option by Fonner Keno, the

undersigned shall execute the Satellite Agreement, attached hereto as Exhibit "A" and made a part hereof by reference.

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

9. This Option shall terminate if the Sales Outlet Application of the undersigned and this Option are not approved by the County and the City, if applicable consistent with Paragraph 3.3 of the Lottery Operator Agreement. If the undersigned has not entered into the Satellite Agreement attached hereto as Exhibit "A" and made a part hereof by reference on or before March 31, 2008, this Option shall be considered terminated.

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

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

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

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

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

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

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

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

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

Dated this 9 day of April, 2008.

KPT Inc., D/B/A Ole Cow Palace

By: Kenneth P. Tesmer
Kenneth P. Tesmer, President

RECEIPT

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

Dated this 9 day of April, 2008

FONNER KENO, INC., A Nebraska Corporation

By: Teo W. Otto
Gen Mgr

RESOLUTION 2008-126

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

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

WHEREAS, the County of Hall has selected an additional satellite location for approval for the operation of keno, such location being the premises at 3602 West 2nd Street in Grand Island, Nebraska, owned by KPT, Inc. dba The Ole Cow Palace, a Nebraska corporation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that KPT, Inc. dba The Ole Cow Palace, a Nebraska corporation, located at 3602 West 2nd Street, Grand Island, Nebraska is hereby approved as an additional satellite location for the operation of keno, subject to entering into the proper agreement.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 13, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 13, 2008

Council Session

Item G12

**#2008-127 - Approving Change Order #19 with Chief Construction
for Law Enforcement Center**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief
Meeting: May 13, 2008
Subject: Change Order #19, Law Enforcement Center
Item #'s: G-12
Presenter(s): Steven Lamken, Police Chief

Background

The City awarded Chief Construction the contract in the summer of 2006 to construct the new law enforcement center for a cost of \$7,406,080. \$150,000 of contingency funds were provided in the contract to allow for needed change orders during the project. The Council approved substantial completion of the construction project at which time the contingency allowance was reduced to \$24,926.45. Change Order #19 will remove money from the construction project and increase the contingency allowance to \$25,943.54.

Discussion

Change Order #19 includes two changes in the construction project. The changes create a total savings of \$1,017.09 which will be credited to the contingency allowance. Accepting the changes will leave the contingency funds balance at \$25,943.54. The changes requested are:

Relocate two emergency exit lights and add an additional emergency exit light to meet code requirements for a cost of \$467.91.

Remove three boulders from the landscaping of the grounds and relocate plantings from the front of the building to the north side of the site for a savings of \$1,485.00. This change will not detract from the appearance of the site and will relocate plantings to a narrow strip of land between the fence and curb on the north side of the lot that was going to be sod. The relocation will make grass cutting and the plantings easier to maintain.

A summary of the costs of Change Order #19 are:

Install additional emergency exit lights - + \$467.91

Remove boulders and relocate plantings -	- \$ 1,485.00
Total Costs -	- \$ 1017.09

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 move to approve Change Order #19.

Sample Motion

Move to approve Change Order #19 with Chief Construction for the net savings of \$1,017.09 for: installing additional emergency exit lights and removing boulders and relocating plantings in the landscaping.



AIA[®] Document G701[™] – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 019	OWNER: <input checked="" type="checkbox"/>
Grand Island / Hall County Law Enforcement Center	DATE: April 17, 2008	ARCHITECT: <input checked="" type="checkbox"/>
Grand Island, Nebraska		CONTRACTOR: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 0412	FIELD: <input type="checkbox"/>
Chief Construction Company	CONTRACT DATE: June 15, 2006	OTHER: <input type="checkbox"/>
2107 North South Road	CONTRACT FOR: General Construction	
Grand Island, Nebraska 68803		

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Change Request #27

DATE: February 12, 2008

SCOPE: Installation additional Exit Light and relocate Exit Light

COST: ADD \$467.91

Proposal Request #32

DATE: March 31, 2008

SCOPE: Removal and relocation of Landscape materials

COST: DEDUCT \$1,485.00

The original Contract Sum was	\$ 7,406,080.00
The net change by previously authorized Change Orders	\$ 90,000.00
The Contract Sum prior to this Change Order was	\$ 7,316,080.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 7,316,080.00

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

The date of Substantial Completion as of the date of this Change Order therefore is September 04, 2007

The original contingency allowance included in the contract was	\$ 150,000.00
The net change to the contingency allowance by previous Change Orders	\$ 125,073.55
The contingency allowance prior to this Change Order Was	\$ 24,926.45
The contingency allowance will be increased by this Change Order in the amount of	\$ 1,017.09
The new contingency allowance including this Change Order will be	\$ 25,943.54

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

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

Wilson Estes Police Architects

ARCHITECT (Firm name)

5799 Broadmoor, Suite 520, Mission,
Kansas 66208

ADDRESS

BY (Signature)

Jeremy Levasseur

(Typed name)

April 17, 2008

DATE

Chief Construction Company

CONTRACTOR (Firm name)

2107 North South Road, Grand Island,
Nebraska 68803

ADDRESS

BY (Signature)

Dan Lind

(Typed name)

DATE

City of Grand Island

OWNER (Firm name)

100 East 1st Street, Grand Island,
Nebraska 68801

ADDRESS

BY (Signature)

Margaret Hornady

(Typed name)

DATE

RESOLUTION 2008-127

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

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

WHEREAS, on February 12, 2008 by Resolution 2008-45 the City of Grand Island approved substantial completion of the Law Enforcement Center with Chief Construction changing the cost of the project to a total of \$7,316,080 and reducing the contingency allowance for the project to \$24,926.45, and

WHEREAS, it is necessary to add and relocate emergency exit lighting to comply with codes and deleting rock boulders from the landscaping of the Law Enforcement Center; and

WHEREAS, such changes have been incorporated into Change Order No. 19, and will increase the contingency fund to \$25,943.54.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 19 for the construction of the Law Enforcement Center to provide the modification set out as follows:

Add additional emergency exit lighting	\$ 467.91
Remove rock boulders from landscaping	+ \$1,485.00
Total+ \$1,017.09

Adopted by the City Council of the City of Grand Island, Nebraska, May 13, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 13, 2008

Council Session

Item G13

#2008-128 - Approving Change Order #1 with Island Plumbing Company for Campground Potable Water System at the Heartland Public Shooting Park

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks and Recreation Director

Meeting: May 13, 2008

Subject: Change Order #1 for Heartland Public Shooting Park
with Island Plumbing Company

Item #'s: G-13

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

Background

The Park and Recreation Department opened bids for installation of a potable water system for the campground at the Heartland Public Shooting Park on April 1, 2008. Island Plumbing Company of Grand Island provided the low bid and entered into a contract to provide such services.

Discussion

Since the award of the original contract, modifications to the plan have been made to relocate the wells and that has allowed for the reduction of the contract price by \$4,121.00. The original contract was awarded for \$29,121.00. The deductive change order will result in a new contract amount of \$25,000.00.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve change order #1 with Island Plumbing Company.

Sample Motion

Move to approve change order #1 with Island Plumbing Company.

Parks & Recreation Department



*Working Together for a
Better Tomorrow, Today.*

CHANGE ORDER

TO: **Island Plumbing Company**
PO Box 5254
Grand Island, NE 68802

CHANGE ORDER NO. 1

PROJECT: **Campground Potable Water System – Heartland Public Shooting Park**

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

- | | | |
|---|----------|-------------------|
| 1. Reduce mainline length by 375' and
eliminate four (4) 4" valves | decrease | <u>\$4,121.00</u> |
|---|----------|-------------------|

The original Contract Sum	<u>\$29,121.00</u>
----------------------------------	---------------------------

Previous Change Order Amounts	<u>\$ 0.00</u>
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The Contract Sum is decreased by this Change Order	<u>\$ 4,121.00</u>
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The total modified Contract Sum to date	<u>\$25,000.00</u>
--	---------------------------

The Contract Time is unchanged.

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

APPROVED: **CITY OF GRAND ISLAND**

By _____ Date _____
Mayor

Attest _____

Approved as to Form, City Attorney

ACCEPTED: **Island Plumbing Company**

By Heenan Meyer Date 4/30/08

ISLAND PLUMBING COMPANY, INC.
PO BOX 5254 GRAND ISLAND, NE 68802 (308) 381-6720

PROPOSAL

Date: April 28, 2008

Bid/Proposal Submitted to:

Heartland Public Shooting Park Campground Water System

Attention: Steve Paustian

We hereby propose to furnish the materials and perform the labor necessary to install 800 feet of PVC watermain with all fittings, valves, kickers, pad risers and chlorination procedures.

Includes:

Digging

Materials

Cement

Hook up well house

Testing

Hooking up water hydrants

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of: Twenty Five Thousand Dollars and no/100 (\$25,000.00) with payments to be made as follows: one half due after work in progress, balance due upon completion.

Respectfully submitted N Meyer *Date* 4/28/08

Acceptance of Proposal

Signature Steve Paustian *Date* 4/29/08

R E S O L U T I O N 2008-128

WHEREAS, on April 8, 2008 by Resolution 2008-109, the City Council of the City of Grand Island awarded the Island Plumbing Company, of Grand Island, Nebraska, the bid in the amount of \$29,121.00, for the installation of a potable water system for the campground at the Heartland Public Shooting Park; and

WHEREAS, it has been determined that modifications to the work to be performed by Island Plumbing Company are necessary; and

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

WHEREAS, the result of such modification will decrease the contract amount by \$4,121.00 for a revised contract price of \$25,000.00

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and the Island Plumbing Company of Grand Island, Nebraska to provide the modifications set out as follows:

Reduce mainline length by 375' and eliminate four (4) 4" valves.....\$4,121.00

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 13, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
May 8, 2008	<input type="checkbox"/>	City Attorney



City of Grand Island

Tuesday, May 13, 2008

Council Session

Item G14

#2008-129 - Approving Certificate of Final Completion for Master Control and Council Chamber Projects

Staff Contact: Wendy Meyer-Jerke

Council Agenda Memo

From: Wendy Meyer-Jerke, Public Information Officer
Jeremy Watson, Audio\Video Technician

Meeting: May 13, 2008

Subject: Approve Certificate of Project Completion for Master Control
Studio/Council Chambers Upgrade

Item #'s: G-14

Presenter(s): Jeff Pederson, City Administrator

Background

Grand Island Television, also referred to as GITV, has been operational since 1993. GITV is classified as a PEG (Public Educational Governmental) station. For those citizens who have Charter Cable, regular programming can be viewed on Channel 6 and the community bulletin board is available on Info Channel 12. GITV can also be seen on UHF Channel 56 for those who attain their local channels over the air. GITV broadcasts a number of informative segments to its viewers, including every Grand Island City Council Meeting, Citizen Review Committee Meeting, and other City of Grand Island related segments. GITV continues to move forward with the vision of top-notch educational and informative segments, community event and non-profit promotion, as well as the dissemination of emergency information to Hall County citizens.

Discussion

Grand Island Television has been in the process of two major upgrades since the middle of January 2008. The scope of this project has included a new Studio and Master Control Room, along with Council Chambers Video/Audio/Voting System Upgrade.

As of March 31, 2008 Grand Island Television staff has confirmed that Audiovisual Inc. has met every requirement within the scope of the two upgrades and that all equipment and technology has been installed correctly and are in proper working order.

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 Certificate of Completion from Audiovisual, Inc. for engineering and implementation reference Council Chambers/Master Control upgrade be accepted and acknowledged.

Sample Motion

Move to approve the Certificate of Completion with Audiovisual, Inc. of Omaha, Nebraska for Council Chambers/Master Control Upgrade.

Certificate of Substantial Completion



Project Name & Address City of Grand Island Master Control & Studio Relocation RFP Council Chamber Voting System & Camera Replacement		Consultant or Architect 	
Customer Name:	Jeremy Watson	Project Number:	207122 & 207129
Contractor:	AVI Systems	Contract For:	City of Grand Island
Date of Issuance:	3/12/08	Contract Date:	10/31/2007 & 11/15/2007
Project or designated portion shall include: Deliver/Ship to site - Audio Cable snake for studio mics.			

The work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as [Date] which is also the date of commencement of applicable warranties and service agreements required by the Contract Documents, except as stated below.

Definition of Date of Substantial Completion - The date of substantial Completion of the Work or designated portion thereof is the date agreed by the Customer or Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Customer can occupy or utilize the Work or designated portion thereof for the use for which it was intended, as expressed in the Contract Documents.

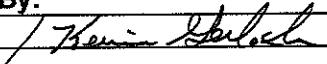
A list of items to be completed or corrected, prepared by AVI Systems and verified and amended by the Customer or Architect, is attached hereto. The failure to include any items on such list does not alter the responsibility of AVI Systems to complete all Work in accordance with the Contract Documents.

Consultant of Architect:	Approved By:	Date:

The Customer accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof.

Customer:	Accepted By:	Date:

AVI Systems will complete or correct the Work on the list of items attached hereto within [Number of Days] days from the above Date of Substantial Completion.

Contractor:	Accepted By:	Date:
AVI Systems	Guy Sauer / 	3/12/08 / 3-27-08

RESOLUTION 2008-129

WHEREAS, the Public Information Office for the City of Grand Island has issued a Certificate of Final Completion for Audio/Video/Voting System Equipment Upgrade and Master Control and Studio Relocation, certifying that Audiovisual, Inc. of Omaha, Nebraska, under contracts dated November 13, 2007 and September 11, 2007 respectively, has completed such projects according to the terms, conditions, and stipulations for such improvements; and

WHEREAS, the Public Information Officer recommends the acceptance of the final certificate of completion; and

WHEREAS, the Mayor concurs with the Public Information Officer's recommendations.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Public Information Officer's Certificate of Final Completion for Audio/Video/Voting System Equipment Upgrade and Master Control and Studio Relocation is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 13, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 8, 2008	☐ City Attorney



City of Grand Island

Tuesday, May 13, 2008

Council Session

Item G15

**#2008-130 - Approving Grant Award from Community
Foundation for Family Day in the Park**

Staff Contact: Wendy Meyer-Jerke

Council Agenda Memo

From: Wendy Meyer-Jerke, Public Information Officer

Meeting: May 13, 2008

Subject: Accept Grant Award from Grand Island
Community Foundation

Item #'s: G-15

Presenter(s): Wendy Meyer-Jerke, Public Information Officer

Background

The City of Grand, Community Youth Council, has been awarded two grants from the Grand Island Community Foundation to help fund the 2008 "Family Day in the Park" event. One grant was the Community Impact Grant for \$2,000 and the other is a Great Idea Grant in the sum of \$500. This will be the third year that the Community Youth Council has sponsored this free family event. The group plans on building on its past success as the event last year received a Community Services Award as part of the Nebraska Community Improvement Program awarded by Governor Dave Heineman.

The event is scheduled for Saturday, June 7th at Stolley Park with activities planned in the morning, afternoon, and evening. The event will once again promote family interaction through activities, entertainment and education on healthy lifestyle choices for youth. The emphasis of the use of these grant dollars will be to educate youth on strategies to reduce methamphetamine and marijuana use, as well as ways to incorporate all cultures throughout the activities of the day. In addition, activities will also be provided that educate youth on tobacco use, underage drinking, and childhood obesity.

The grant was submitted on March 3, 2008 to Grand Island Community Foundation and will help to offset costs for the event. The Community Impact Grant will be used to expand the services and activities of this event, the Great Idea Grant will be used for additional promotional efforts.

Discussion

Some of the organizations that the City of Grand Island and the Community Youth Council are partnering with to sponsor the event include: Central Nebraska Council on Alcoholism and Addictions, Central District Health Department, Project Extra Mile, Parks and Recreation Department, Youth Leadership Tomorrow, Tobacco Free Hall County, Substance Abuse Prevention Coalition, and the Grand Island Public Library. The following activities will take place the day of the event:

- 1) The morning will consist of two new activities. One activity is a family scavenger hunt that will incorporate healthy lifestyle clues and questions (in English and Spanish) throughout the park that must be answered in order to take you to the next spot. In addition, an obstacle course will be set up that is suitable for both youth and adults to encourage exercise as a fun, an important way of life. All participants will receive a prize.
- 2) An education pavilion will be available in the afternoon with participation from drug prevention/awareness community groups and several non-profits.
- 3) Afternoon family activities will include an inflated obstacle course, refreshments (snow cones, granola bars, fruit snacks, etc.), GIFD Children's Fire Safety House, ambulance and fire truck, Bookmobile, Pelican Pete, a soccer skills challenge, family games, Rock Star brought to the park by Best Buy, entertainment, and much more. The committee has once again invited the Nebraska Army National Guard to bring their rock climbing wall to the 2008 event, as well as one of their helicopters. Adrian Valez, the Guard representative, is participating again this year.
- 4) The evening will include a new touch—a family magic show. Magician Jeff Quinn will provide a magical show with an emphasis on healthy lifestyle choices for youth—drug and alcohol prevention, dealing with peer pressure, etc.—that will be enjoyed by all ages.
- 5) Following the magic show, an age appropriate, value positive evening movie for families and youth of all ages will be shown. The CYC concession stand will be open for both events.

Alternatives

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

1. Accept the grant awards from the Grand Island Community Foundation and authorize expenditure of funds by resolution
2. Refer the issue to a Committee.
3. Postpone the issue to a later date.
4. Take no action.

Recommendation

City Administration recommends that the grant awards from the Grand Island Community Foundation be accepted and expenditure of funds authorized by resolution.

Sample Motion

Move to accept the grant awards from the Grand Island Community Foundation and authorize expenditure of funds by resolution.

RESOLUTION 2008-130

WHEREAS, On March 3, 2008, the City of Grand Island, on behalf of the Community Youth Council, submitted a grant application to Grand Island Community Foundation to assist in funding the 2008 Family Day in the Park; and

WHEREAS, Grand Island Community Foundation has recommended that the City of Grand Island be provided two grant funds awarded to the Community Youth Council, City of Grand Island, in the amount of \$2,000.00 Community Impact Grant and \$500.00 Great Idea Grant; 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 City of Grand Island, Community Youth Council in the amount of \$2,000.00 and \$500.00 to assist in funding the 2008 Family Day in the Park are 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 and that the funds may be expended in accordance with the terms and purposes of the grant.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 13, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
May 8, 2008	<input type="checkbox"/>	City Attorney



City of Grand Island

Tuesday, May 13, 2008

Council Session

Item G16

**#2008-131 - Approving Bid Award - Electric Underground Shop
Roof Covering Replacement - 1219 West North Front Street**

Staff Contact: Gary R. Mader; Wesley Nespor

Council Agenda Memo

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

Meeting: May 13, 2008

Subject: Electric Underground Shop Roof Replacement

Item #'s: G-16

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

Background

The electric distribution Underground Division has a warehouse facility at 1219 W. North Front Street, just west from the City Shop Garage. It is used for storage of construction equipment, tools and electric construction supplies. It also serves as a maintenance work area for that Division. As is often the case with these older commercial buildings, there are several different sections of construction. The westerly section of the roof is over 20 years old and seriously deteriorated, with many patches, and it continues to leak. Therefore, the Utilities Department included replacement of the deteriorated roof in the '07 – '08 Electric Department Budget. Specifications were prepared by Department staff in consultation with Factory Mutual Insurance Company for replacement of the failed roof.

Discussion

The bid specifications were advertised and received in accordance with the City Purchasing Code. Additionally, the specifications were sent to five local roofing companies. Bids were publicly opened on May 6, 2008 by the City Clerk. Two bids were received as tabulated below:

Bidder	Amount
Tri Cities Group, Inc. Grand Island, NE	\$64,856.00
Weathercraft Company Grand Island, NE	\$65,443.00

Information supplied by both bidders was evaluated. The result is that both bidders are evaluated as qualified to do the work. Both bids are without exception and are under the budgeted amount.

Alternatives

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

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

Recommendation

City Administration recommends that the Council accept the low bid from Tri Cities Group of Grand Island, Nebraska.

Sample Motion

Move to approve the bid from Tri Cities Group of Grand Island, Nebraska in the amount of \$64,856.00.

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: May 6, 2008 at 11:00 a.m.

FOR: Electric Underground Distribution Shop Roof Covering Replacement
1219 West North Front Street

DEPARTMENT: Utilities

ESTIMATE: \$120,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: April 4, 2008

NO. POTENTIAL BIDDERS: 5

SUMMARY

Bidder:	<u>Weathercraft Co.</u> Grand Island NE	<u>Tri-Cities Group, Inc.</u> Grand Island NE
Bid Security:	Universal Surety Company	Island Insurance Company
Exceptions:	None	None
Bid Price:	\$65,443.00	\$64,856.00

cc: Gary Mader, Utilities Director
Randy Leiser, Elec. Undgrd. Supt.
Dale Shotkoski, City Attorney
Jeff Pederson, City Administrator

Bob Smith, Assist. Utilities Director
Pat Gericke, Utilities Admin. Assist.
Wes Nespor, Assist. City Attorney

P1250

RESOLUTION 2008-131

WHEREAS, the City Electric Department invited sealed bids for Roof Covering Replacement for the Underground Division Shop Building at 1219 West North Front Street; and

WHEREAS, on May 6, 2008, bids were received, opened and reviewed; and:

WHEREAS, Tri-Cities Group, Inc., 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 \$64,856.00; and;

WHEREAS, the bid of Tri-Cities Group, Inc., is less than the estimate for the Roof Replacement at the Utilities Underground Division.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Tri-Cities Group, Inc., of Grand Island, Nebraska in the amount of \$64,856.00 for Roof Replacement at the Utilities Underground Division building located at 1219 West North Front Street is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 13, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 7, 2008	☐ City Attorney



City of Grand Island

Tuesday, May 13, 2008

Council Session

Item G17

**#2008-132 - Approving Award of Proposal for Engineering
Services Related to Quiet Zone Improvements**

Staff Contact: Steven P. Riehle, City Engineer/Public Works Direc

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: May 13, 2008

Subject: Approving Award of Proposal for Engineering Services
Related to Quiet Zone Improvements

Item #'s: G-17

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

Background

On January 30, 2008 a Request for Proposals (RFP) for engineering services related to Quiet Zone Improvements in the Downtown area was advertised in the Grand Island Independent and sent to eight (8) potential proposers by the Engineering Division of the Public Works Department.

Discussion

Three (3) proposals were opened on February 27, 2008 and reviewed by Public Works Director, Steve Riehle, Civil Engineering Manager, Ron Underwood and Engineering Technician Supervisor, Tom Carlson. Felsburg Holt & Ullevig Consulting Engineers of Omaha, Nebraska with JEO Consulting Group of Grand Island, Nebraska as a sub-consultant submitted the proposal that was chosen using evaluation criteria listed in the RFP. The work is to be performed at actual costs with a maximum of \$28,600.00.

- Firm experience on similar work. (20%)
- Team experience on similar work. (20%)
- Experience with City Of Grand Island. (10%)
- Understanding of the Project. (15%)
- Approach to the work. (15%)
- Proposed fees & Agreement. (20%)

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 award of proposal to Felsburg Holt & Ullevig Consulting Engineers of Omaha, Nebraska with JEO Consulting Group of Grand Island, Nebraska as a sub-consultant.

Sample Motion

Move to approve the award of proposal.

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____ 2008, by and between **Felsburg Holt & Ullevig** hereinafter called the Contractor, and the **City of Grand Island, Nebraska**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement of a **Request for Proposals for Engineering Consulting Services Related to Quiet Zone Improvements for the City of Grand Island**, and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined that the aforesaid Contractor submitted the best proposal based on the evaluation criteria listed in the Request For Proposals, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the **Quiet Zone Improvements Proposal Form** Submitted by the Contractor, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his (hers), or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached **Request For Proposals for Engineering Consulting Services Related to Quiet Zone Improvements for the City of Grand Island** and in the attached **Quiet Zone Improvements Proposal Form** as Submitted by the Contractor; said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's proposal;

ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of **Twenty eight thousand six hundred dollars & zero cents** Dollars \$ **28,600.00** for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the contract.

ARTICLE III. The contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the contractor's

name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of **Engineering Consulting Services Related to Quiet Zone Improvements for the City of Grand Island, Nebraska.**

Quiet Zone Improvements – City of Grand Island, Nebraska

CONTRACT

AGREEMENT

(Continued)

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed.

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, gender, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

Contractor **Felsburg Holt & Ullevig**

By _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____

Margaret Hornady, Mayor

Attest: _____

RaNae Edwards, City Clerk

The contract is in due form according to law and is hereby approved.

Wesley D. Nespor, Assistant City Attorney

RESOLUTION 2008-132

WHEREAS, the City of Grand Island invited proposals for engineering services for Quiet Zone Improvements at the Elm Street, Walnut Street, Pine Street, and Oak Street Railroad Crossings, according to Request for Proposals on file with the Engineering Division of the Public Works Department; and

WHEREAS, on February 27, 2008 proposals were received, reviewed, and evaluated in accordance with established criteria; and

WHEREAS, Felsburg Holt & Ullevig Consulting Engineers of Omaha, Nebraska with JEO Consulting Group of Grand Island, Nebraska as a sub-consultant submitted a proposal in accordance with the terms of the Request for Proposals and all statutory requirements contained therein and the City Procurement Code with the work performed at actual costs with a maximum of \$28,600.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Felsburg Holt & Ullevig Consulting Engineers of Omaha, Nebraska with JEO Consulting Group of Grand Island, Nebraska as a sub-consultant for engineering services for Quiet Zone Improvements in downtown Grand Island is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 13, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 7, 2008	☐ City Attorney



City of Grand Island

Tuesday, May 13, 2008

Council Session

Item I1

#2008-133 - Approving Request from Black Chip Entertainment & Hospitality dba Johnny Casinos, 3421 Conestoga Drive for a Class "C" Liquor License and Liquor Manager Designation for Daniel Stormer, 400 Winters Avenue, Glenvil, Nebraska

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

Staff Contact: RaNae Edwards

RESOLUTION 2008-133

WHEREAS, an application was filed by Black Chip Entertainment & Hospitality, doing business as Johnny Casinos, 3421 Conestoga Drive for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on May 3, 2008; such publication cost being \$16.03; and

WHEREAS, a public hearing was held on May 13, 2008, for the purpose of discussing such liquor license application.

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

_____ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations: _____

_____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: _____

_____ The City of Grand Island hereby recommends approval of Daniel Stormer, 400 Winters Avenue, Glenvil, 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, May 13, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
May 7, 2008	<input type="checkbox"/>	City Attorney



City of Grand Island

Tuesday, May 13, 2008

Council Session

Item I2

#2008-134 - Consideration of Request from White Horse Tavern, Inc. dba White Horse Tavern, 1803 West North Front Street for an Addition to their Class “C-04161” Liquor License

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

Staff Contact: RaNae Edwards

RESOLUTION 2008-134

WHEREAS, an application was filed by White Horse Tavern, Inc., doing business as White Horse Tavern, 1803 West North Front Street for a 25' x 50' addition to the east side of their building relative to their Class "C-04161" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on May 3, 2008; such publication cost being \$16.47; and

WHEREAS, a public hearing was held on May 13, 2008, 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 for a 25' x 50' addition contingent upon final inspections.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations: _____

_____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: _____

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 13, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
May 7, 2008	<input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, May 13, 2008

Council Session

Item I3

**#2008-135 - Consideration of Intent to Offer Support of the
Relocation of the Nebraska State Fair**

Staff Contact: Dale Shotkoski

Council Agenda Memo

From: Dale Shotkoski, City Attorney
David Springer, Finance Director

Meeting: May 13, 2008

Subject: Resolution of Intent to Offer Support of the Relocation of the Nebraska State Fair

Item #'s: I-3

Presenter(s): Dale Shotkoski, City Attorney

Background

On May 6, 2008, the City Council had a study session where it considered the impact of LB 1116 involving the relocation of the Nebraska State Fair to the City of Grand Island, Hall County Nebraska with the location to be at Fonner Park. The study session outlined that agreements would be necessary if the City were to be involved in the project as well as the need for revenue in addition to the current sources of revenue available to the City with the exploration of an occupancy tax of food and beverage services to be considered.

Discussion

In order to move forward with the relocation of the State Fair project, the City if it is to be a participant, needs to have representatives negotiate with the Nebraska State Fair Board, the Hall County Livestock Improvement Association, the County of Hall, and any other appropriate entity the agreements necessary under LB 1116 and any other agreements pertaining thereto, which agreements would then need to be brought back to council for review and ratification. Furthermore, the financing of the State Fair project needs to be pursued which will involve negotiations with other entities and possibly with Hall County, Nebraska and authority to conduct those negotiations is also needed. Other actions necessary by the City will include but not be limited to, the explorations of total cost of infrastructure to support facilities under consideration under LB 1116 and their cost, timing and impact to the City of Grand Island.

Alternatives

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

1. Move to approve resolution in attempt to support the relocation.
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 move to approve Resolution #2008-135 in support of the relocation of the Nebraska State Fair.

Sample Motion

Move to approve Resolution #2008-135.

R E S O L U T I O N 2008-135

WHEREAS, the City Council, at its study session of May 6, 2008, considered the impact and options available under Legislative Bill 1116 concerning the relocation of the Nebraska State Fair to the City of Grand Island, Hall County, Nebraska, and;

WHEREAS, the City intends to support the relocation efforts of the fair and in order to do so recognizes the need to be a party to negotiate the agreements anticipated by Legislative Bill 1116 and any other necessary agreements in relation thereto concerning facilities use, management, ownership and other items contained with Legislative Bill 1116, and;

WHEREAS, it is necessary for the City to consider additional funding sources for the relocation of the Nebraska State Fair pursuant to the funding requirements set out in Legislative Bill 1116 including the exploration of bonding and the financing of any such bonds.

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

1. The council hereby authorizes the Mayor of the City of Grand Island to designate a negotiating team to pursue agreements between the parties necessary for the relocation of the Nebraska State Fair to the City of Grand Island, Hall County, Nebraska, and to bring to Council appropriate agreements for review and ratification.

2. Be it further resolved that the City in order to finance its share of the financial commitments, pursue seeking additional revenue for the general fund for the City of Grand Island and to obtain information necessary to present to Council at a later date including further exploration of an occupation tax on Food and Beverage Service businesses. The bonding that would be required as well as revenue needed and sources for the revenue for such bonds in relation to the Nebraska State Fair relocation as well as the anticipated costs and funding necessary for the projects impact to the general fund, utilities and other City budgets shall be brought back to Council for its review and ratification.

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Adopted by the City Council of the City of Grand Island, Nebraska, May 13, 2008.

Margaret Hornady, Mayor

Attest:

Approved as to Form <input type="checkbox"/> _____ May 9, 2008 <input type="checkbox"/> City Attorney
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RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 13, 2008

Council Session

Item J1

Approving Payment of Claims for the Period of April 23, 2008 through May 13, 2008

The Claims for the period of April 23, 2008 through May 13, 2008 for a total amount of \$3,342,792.39. A MOTION is in order.

Staff Contact: David Springer