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# City of Grand Island



**Tuesday, June 10, 2008**

## **Council Session Packet**

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### **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**

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**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.

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**Invocation - Pastor Alan Davis, Independent Bethel Baptist Church, 1223 East 6th Street**

**Pledge of Allegiance**

**Roll Call**

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### **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.

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### **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.

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### **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, June 10, 2008

Council Session

## Item D1

**#2008-BE-2 - Consideration of Determining Benefits for 2007  
Weed Abatement Program**

Staff Contact: Wes Nespor

# **Council Agenda Memo**

**From:** Wesley D. Nespor, Attorney

**Meeting:** June 10, 2008

**Subject:** Determination of Benefits  
2007 Weed Abatement Program

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

**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.

## **Discussion**

The City Council, sitting as the Board of Equalization, is being asked to determine the benefits for the weed abatement program that took place during the growing season of 2007. There were a number of properties within the City of Grand Island which were not mowed after notice was given. The property owners did not respond to the notice, the City contracted to have the properties mowed, and sent a statement to the property owners for the cost of the mowing. The determination of benefits and levying of special assessments by ordinance on the properties are the next steps in the process of collecting the mowing expense.

## **Alternatives**

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

1. Determine the benefits and approve levying the assessment against the property.
2. Continue the issue to a later date.

### **Recommendation**

City Administration recommends that the Council determine the benefits of mowing done during 2007 and levy the unpaid benefits as a lien against the properties that were mowed.

### **Sample Motion**

Move to adopt the resolution determining the special benefits of mowing and weed nuisance abatement for the properties listed and in the amounts set forth in the resolution.

After the resolution is adopted, a separate motion to adopt the assessment ordinance will be made in the manner for adopting ordinances.

## RESOLUTION 2008-BE-2

WHEREAS, pursuant to Sections 16-230 and 16-707, Neb. R.R.S. 1943, as amended, the City Clerk of the City of Grand Island, Nebraska, gave notice at least ten days prior thereto by publication in a newspaper having general circulation in the City and by mail to persons whose addresses were known to her that the City Council would meet as a Board of Equalization to equalize special weed cutting assessments.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for the purpose of assessing the costs and expenses of cutting and removing weeds, grasses, or worthless vegetation to the various lots and pieces of ground during the 2007 season, that:

1. The special benefits accruing to the real estate hereinafter described for each cutting is the actual expense thereof plus \$50.00 as costs for the City per lot or piece of ground or any combination thereof; and
2. The several lots and pieces of ground hereinafter described are respectively benefited by reason of such weed elimination as follows:

Owner	Location	Legal Description	Total
Juanita Roman Life Estate Robert S & Frank S Roman 808 E 5th St Grand Island, NE 68801	808 E 5th St	Evans Addition Lot 7, Block 4	250.00
Ronald L Hulme PO Box 33 Miller, NE 68858	616 E Yund	Union Pacific Railway 2nd Add Lot 7, Block 145	265.00
Washington Mutual Bank 2210 Enterprise Drive Florence, SC 29501	1304 W North Front St	Bonnie Brae Sub Lot 10, Block 13	100.00
The CIT Group 715 S Metropolitan Ave Oklahoma City OK 73108	2316 N Lafayette	College Add to West Lawn Lots 7 and 9, Block 10	275.00
Bank of New York, Trustee/Countrywide 7105 Corporate Drive Plano TX 75024	936 S Kimball	Hawthorne Place Lot 45	125.00
Secretary of Housing & Urban Development 501 Marquette Ave Minneapolis MI 55402	1115 S Pine	Vantine's Sub S 1/2, W 1/2 of E270' Lot 12	125.00
CITIFINANCIAL INC 1111 Northpoint Bldg 4 Ste 100 Coppell TX 75019	814 S Claussen Ave	Claussen Country View Add Lot 3, Block 3	155.00

Approved as to Form    ☒ \_\_\_\_\_  
June 5, 2008                ☒ City Attorney

# RESOLUTION 2008-BE-2 - (Cont.)

Vanguard Properties LLC 3811 - 29th Ave Ste 5 Kearney, NE 68845 Pathway Bank PO Box 428 Cairo NE 68824	4016-4022 Northview Dr	Northview 1st Sub Lot 4, Block 1 Northview 3rd Sub Lot 3	125.00
Roger R & Jolene K Harrie 7538 Sky Park Rd Grand Island, NE 68801 Franklin Credit Management Six Harrison St New York NY 10013	331 Hall St	Buena Vista Sub Lot 126	90.00
Household Finance Corporation III 636 Grand Regency Blvd Brandon FL 33510	304 E 11th St	Russell Wheeler's Addition Lot 6, Block 38	140.00
Secretary of Housing & Urban Development 10909 Mill Valley Rd Omaha NE 68154	504 E 10th St	Russell Wheeler's Addition Lot 6, Block 32	205.00
Deutsche Bank National Trust 7255 Bay Meadows Way Jacksonville FL 32256	112 W Oklahoma	South Grand Island Sub W 1/2 Lot 4, Block 5	110.00
Andy Nelsen/Nelsen Enterprises Inc/AC 11818 L Street Omaha, NE 68100	400 Industrial Lane	Commercial Industrial Park Sub Lot 6	100.00
Secretary of Housing & Urban Development 501 Marquette Ave Minneapolis MI 55402	107 E 12th St	Russell Wheeler's Addition Lot 4, Block 40	125.00
Rodriguez International Holdings Inc Attn: Carlos Rodriguez 2635 O Street Lincoln, NE 68510 Thomas Penke, Trustee 406 N 130 <sup>th</sup> Suite 101 Omaha NE 68144	423 W 4th St	Original Town Lot 4, Block 39	115.00
Bank of New York, Trustee/Countrywide 7105 Corporate Drive Plano TX 75024	418 E 18th Street	Morris 5th Addition E 37' Lot 10 & W 43' Lot 11 Block 8	110.00

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RESOLUTION 2008-BE-2 - (Cont.)

Adopted by the City Council of the City of Grand Island, Nebraska, June 10, 2008.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk





# **City of Grand Island**

**Tuesday, June 10, 2008**

**Council Session**

## **Item E1**

**Public Hearing on Request from The Firehouse LLC dba The Firehouse, 418 West 4th Street for a Class "C" Liquor License**

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** June 10, 2008

**Subject:** Public Hearing on Request from The Firehouse LLC dba  
The Firehouse, 418 West 4<sup>th</sup> Street 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**

The Firehouse LLC dba The Firehouse, 418 West 4<sup>th</sup> Street 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 Sarah Spencer, 1823 West 3<sup>rd</sup> Street for a Liquor Manager designation. The background report from the Police Department showed a felony theft conviction and misdemeanor assault conviction on

Sarah Spencer's spouse, John. However, Mr. Spencer did sign an affidavit of non-participation.

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 The Firehouse LLC dba The Firehouse, 418 West 4<sup>th</sup> Street for a Class "C" Liquor License contingent upon final inspections and with the restriction there be no involvement of any kind by John Spencer.

Also approved is the request from Sarah Spencer, 1823 West 3<sup>rd</sup> Street for Liquor Manager designation, contingent upon Ms. Spencer completing a state approved alcohol server/seller training program.

**INTEROFFICE  
MEMORANDUM**  
*Police Department*



*Working Together for a  
Better Tomorrow. Today.*

DATE: May 20, 2008

TO: RaNae Edwards, City Clerk

FROM: Dave Vitera, Sergeant, Police Department

RE: Application for Class "C" Liquor License for Firehouse LLC dba  
The Firehouse, 418 West 4<sup>th</sup> Street and a Liquor Manager Designation for  
The Firehouse

The Grand Island Police Department has received an application for Class "C" Liquor License for The Firehouse LLC dba The Firehouse, 418 West 4<sup>th</sup> Street, Grand Island, Nebraska and for a Liquor Manager Designation for The Firehouse in the name of Sarah Spencer. Sarah is listed on the application for the liquor license. Sarah's husband, John Spencer, signed an affidavit of non-participation. The other applicant on the liquor license application is Jimmy Hopkins.

In the spot on the application that asks if any of the applicants have ever been convicted of any charge, all of the applicants listed convictions. Sara Spencer listed "insufficient funds check" in April of 2002 in Grand Island. Jimmy Hopkins listed a DUI conviction in January of 2006 in Grand Island. John Spencer listed the following convictions: Stop sign violation 6-12-96, Felony Theft by Exercising Control 2-3-98, two violations of protection order, third degree assault and terroristic threats all on 5-23- 2001.

NCJIS does not show any undisclosed violations for Sarah Spencer. NCJIS shows a couple of undisclosed minor traffic violations for Jimmy Hopkins. NCJIS shows one undisclosed minor traffic infraction conviction for John Spencer.

Jimmy and John's failure to disclose their traffic infraction 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 traffic convictions would fall under state law or local ordinance. Either way, the convictions are either an infraction or a misdemeanor that does not rise to the level of a Class I Misdemeanor in a specified crime under Nebraska State Statute Chapter 28 that would automatically nullify the liquor license.

John's felony theft conviction and misdemeanor assault conviction would automatically prevent The Firehouse from getting a liquor license. However, John doesn't have any ownership interest in the company, and he signed an affidavit of non-participation.

RE: Application for Class "C" Liquor License for The Firehouse LLC dba The Firehouse and an Application for Liquor Manager Designation in the name of Sarah Spencer.

I have personal knowledge that John Spencer previously worked at The Tank for awhile. With his experience in the bar business, it might be tempting for him to help his wife with the business.

The Grand Island Police Department recommends that the license be conditionally approved. We would request that a restriction is placed in the license that prohibits any involvement by John Spencer. The Police Department does not have any objections to Sarah Spencer being the Liquor Manager.

DV/rk 



# **City of Grand Island**

**Tuesday, June 10, 2008**

**Council Session**

## **Item E2**

**Public Hearing on Request from Gibby's, Inc. dba Gibby's Pool  
Hall, 807 West 4th Street for an Addition to Class "C-35854"  
Liquor License**

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** June 10, 2008

**Subject:** Public Hearing on Request from Gibby's, Inc. dba  
Gibby's Pool Hall, 807 West 4<sup>th</sup> Street for an Addition to  
Class "C-35854" Liquor License

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

**Presenter(s):** RaNae Edwards, City Clerk

## **Background**

Gibby's, Inc. dba Gibby's Pool Hall, 807 West 4<sup>th</sup> Street has submitted an application for a Beer Garden, an addition to their Class "C-35854" Liquor License. The request includes a Beer Garden, an area of approximately 16' x 24' to be added to the west 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.

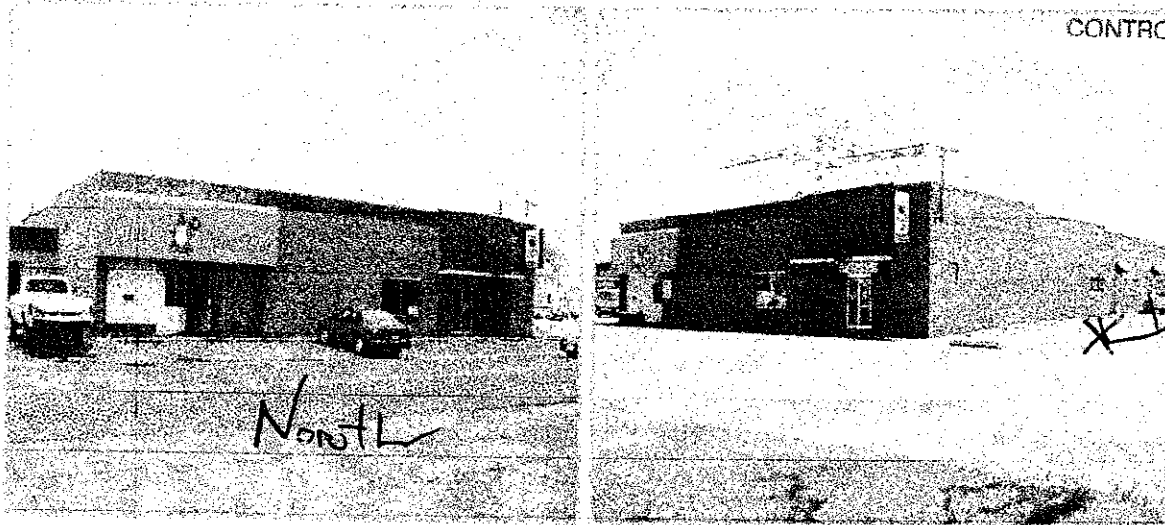
### **Sample Motion**

Move to approve the request for a 16' x 24' Beer Garden addition for Gibby's, Inc. dba Gibby's Pool Hall, 807 West 4<sup>th</sup> Street, Liquor License "C-35854" contingent upon final inspections.

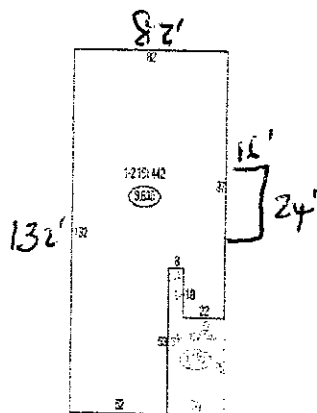


Parcel: 400085526

## Photos:



## Sketches:



North

FENCED AREA ADJACENT TO  
WEST SIDE OF EXISTING  
BUILDING. 16x24  
ROOF WILL EXTENDED  
OVER THE AREA  
2'-3' GAP BETWEEN  
ROOF & FENCE PER  
"CODE"  
AREA TO BE USED  
AS A BEER GARDEN



# **City of Grand Island**

**Tuesday, June 10, 2008**

**Council Session**

## **Item E3**

**Public Hearing Regarding the 2009 CDBG Community  
Revitalization Phase III Grant Application**

**Staff Contact: Joni K**

# **Council Agenda Memo**

**From:** Joni Kuzma, Community Development Administrator

**Council Meeting:** June 10, 2008

**Subject:** Public Hearing Concerning a Community Development Block Grant through the Nebraska Department of Economic Development

**Item 3:** E-3 & G-7

**Presenter(s):** Joni Kuzma, Community Development Administrator

## **Background**

The Nebraska Department of Economic Development (DED) is taking applications for Phase 3 of their Community Revitalization program. The City of Grand Island is one of 8 communities eligible to apply for these funds for a designated project area. Phase 1 was completed and resulted in the rehabilitation of 9 homes and the purchase of 4 homes by low-income first-time home buyers. Phase 2 is underway and anticipates the rehabilitation of 7 homes and the purchase of 2 homes by first-time home buyers.

The City is applying for Community Development Block Grant (CDBG) funds in the amount of \$254,230, of which \$120,000 will be used for water main replacement (4-inch to 8-inch) to improve fire suppression capability, \$108,314 for direct rehabilitation for homeowners and/or down payment assistance for first time homebuyers, \$17,796 for General Administration and a percentage not to exceed 7% for Housing Administration (\$8,120). This grant requires a 1:1 match by the City in the amount of \$228,314. Neither General nor Housing Administration requires matching funds.

A public hearing is required prior to submission of an application to the Nebraska Department of Economic Development to solicit public comment and input into the proposed project and grant application. The grant is due June 16, 2008.

## **Discussion**

Notice of the public hearing was published on June 3, 2008 in the Grand Island Independent and public comment is solicited at this time.

## **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 “Phase 3 Community Revitalization” Department of Economic Development grant application and authorize the Mayor to sign all related documents.

## **Sample Motion**

Move to approve the “Phase 3 Community Revitalization” Department of Economic Development grant application and authorize the Mayor to sign all related documents.



# **City of Grand Island**

**Tuesday, June 10, 2008**

**Council Session**

## **Item E4**

**Public Hearing on Acquisition of Right-of-Way at the Southeast  
Corner of Old Potash Highway and North Road (Greg Baxter)**

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

# **Council Agenda Memo**

**From:** Steven P. Riehle, Public Works Director

**Meeting:** June 10, 2008

**Subject:** Public Hearing on Acquisition of Public Utility/Drainage Easement at the Northwest Corner of Old Potash Highway and North Road (Greg Baxter)

**Item #'s:** E-4 & G-10

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

## **Background**

Nebraska State Law requires a Public Hearing and Council approval for acquisition of property. A Public Utility/Drainage Easement is needed at the southeast corner of Old Potash Highway and North Road for Storm Drainage Project No. 2008-D-2; Moores Creek Drain Extension at Old Potash Highway.

## **Discussion**

Storm Drainage Project No. 2008-D-2 will improve drainage for this part of Grand Island and give the property a better outlet for storm water.

## **Alternatives**

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

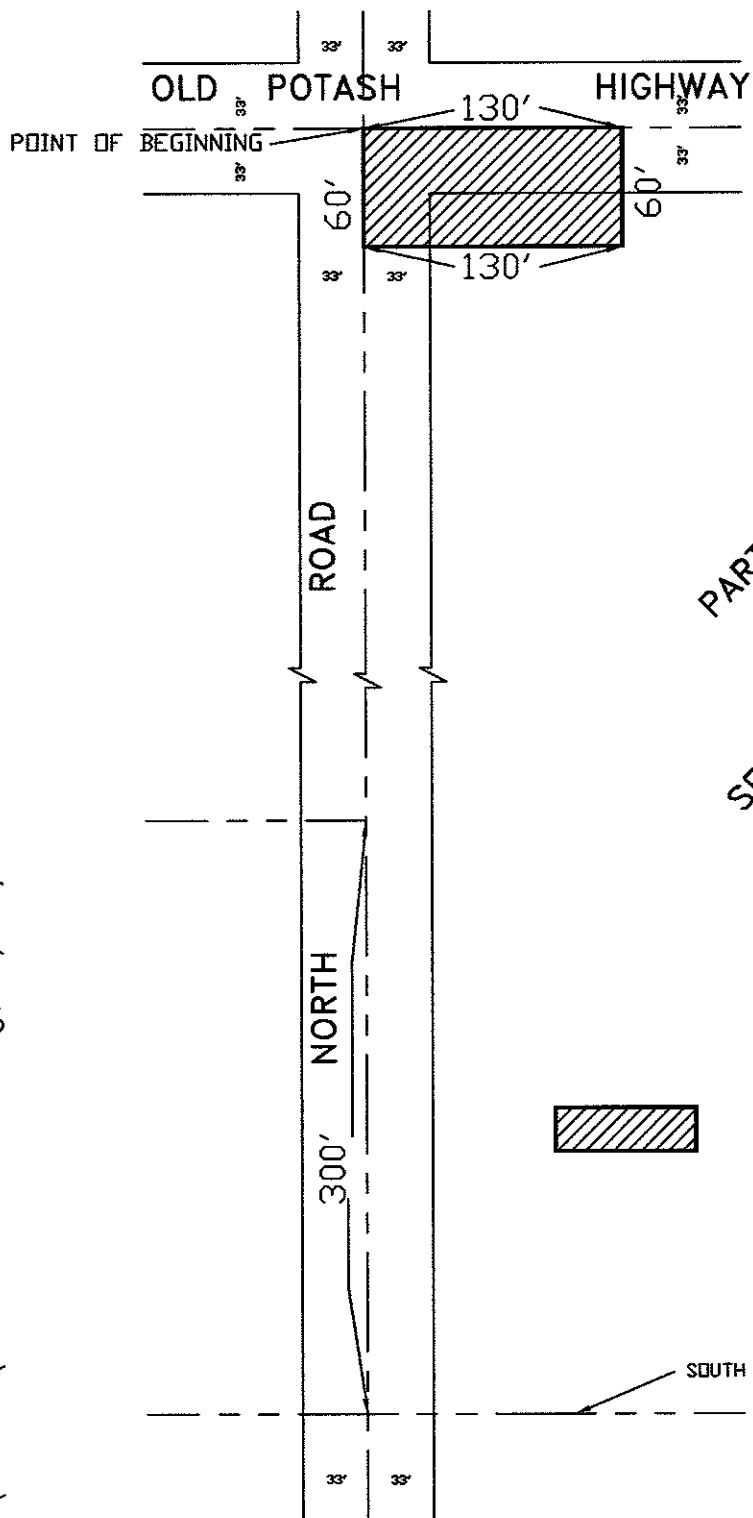
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the Public Utility/Drainage Easement.

## **Sample Motion**

Move to approve the acquisition of the Public Utility/Drainage Easement.



PART N.W. 1/4, N.W. 1/4  
SECTION 24-11-10

AREA ACQUIRED FROM  
LITTLE B'S CORPORATION

SOUTH LINE N.W. 1/4, N.W. 1/4 SECTION 24-11-10

EXHIBIT "A"





# City of Grand Island

Tuesday, June 10, 2008

Council Session

## Item F1

### **#9171 - Consideration of Assessments for 2007 Weed Abatement Program**

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

Staff Contact: Wes Nespor

ORDINANCE NO. 9171

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

Owner	Location	Legal Description	Total
Juanita Roman Life Estate Robert S & Frank S Roman 808 E 5th St Grand Island, NE 68801	808 E 5th St	Evans Addition Lot 7, Block 4	250.00

Approved as to Form <input checked="" type="checkbox"/> _____ June 5, 2008 <input checked="" type="checkbox"/> City Attorney
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ORDINANCE NO. 9171 (Cont.)

Ronald L Hulme PO Box 33 Miller, NE 68858	616 E Yund	Union Pacific Railway 2nd Add Lot 7, Block 145	265.00
Washington Mutual Bank 2210 Enterprise Drive Florence, SC 29501	1304 W North Front St	Bonnie Brae Sub Lot 10, Block 13	100.00
The CIT Group 715 S Metropolitan Ave Oklahoma City OK 73108	2316 N Lafayette	College Add to West Lawn Lots 7 and 9, Block 10	275.00
Bank of New York, Trustee/Countrywide 7105 Corporate Drive Plano TX 75024	936 S Kimball	Hawthorne Place Lot 45	125.00
Secretary of Housing & Urban Development 501 Marquette Ave Minneapolis MI 55402	1115 S Pine	Vantine's Sub S 1/2, W 1/2 of E270' Lot 12	125.00
CITIFINANCIAL INC 1111 Northpoint Bldg 4 Ste 100 Coppell TX 75019	814 S Claussen Ave	Claussen Country View Add Lot 3, Block 3	155.00
Vanguard Properties LLC 3811 - 29th Ave Ste 5 Kearney, NE 68845 Pathway Bank PO Box 428 Cairo NE 68824	4016-4022 Northview Dr	Northview 1st Sub Lot 4, Block 1 Northview 3rd Sub Lot 3	125.00
Roger R & Jolene K Harrie 7538 Sky Park Rd Grand Island, NE 68801 Franklin Credit Management Six Harrison St New York NY 10013	331 Hall St	Buena Vista Sub Lot 126	90.00
Household Finance Corporation III 636 Grand Regency Blvd Brandon FL 33510	304 E 11th St	Russell Wheeler's Addition Lot 6, Block 38	140.00
Secretary of Housing & Urban Development 10909 Mill Valley Rd Omaha NE 68154	504 E 10th St	Russell Wheeler's Addition Lot 6, Block 32	205.00
Deutsche Bank National Trust 7255 Bay Meadows Way Jacksonville FL 32256	112 W Oklahoma	South Grand Island Sub W 1/2 Lot 4, Block 5	110.00
Andy Nelsen/Nelsen Enterprises Inc/AC 11818 L Street	400 Industrial Lane	Commercial Industrial Park Sub Lot 6	100.00

ORDINANCE NO. 9171 (Cont.)

Omaha, NE 68100			
Secretary of Housing & Urban Development 501 Marquette Ave Minneapolis MI 55402	107 E 12th St	Russell Wheeler's Addition Lot 4, Block 40	125.00
Rodriguez International Holdings Inc Attn: Carlos Rodriguez 2635 O Street Lincoln, NE 68510 Thomas Penke, Trustee 406 N 130 <sup>th</sup> Suite 101 Omaha NE 68144	423 W 4th St	Original Town Lot 4, Block 39	115.00
Bank of New York, Trustee/Countrywide 7105 Corporate Drive Plano TX 75024	418 E 18th Street	Morris 5th Addition E 37' Lot 10 & W 43' Lot 11 Block 8	110.00

SECTION 2. Such special tax shall be due and payable to the City thirty (30) days after such levy and shall become delinquent fifty (50) days after such levy. After the same shall become delinquent, interest at the rate of 14 percent (14%) per annum shall be paid thereon. The same shall be collected in the same manner as other city taxes.

SECTION 3. Such special taxes shall be collected by the Finance Director of the City of Grand Island, Nebraska, as provided by law.

SECTION 4. Such special taxes, if not previously paid, shall be certified to the County Clerk at the same time as the next certification for general revenue purposes.

SECTION 5. Such special taxes, when received, shall be applied to reimburse the general fund.

SECTION 6. All ordinances or parts of ordinances or provisions in the Grand Island City Code in conflict herewith be, and the same hereby are, repealed.

ORDINANCE NO. 9171 (Cont.)

SECTION 7. This ordinance shall be in force and take effect from and after its passage and publication within fifteen days in one issue of the *Grand Island Independent* as provided by law.

Enacted: June 10, 2008.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, June 10, 2008

Council Session

## Item F2

**#9172 - Consideration of Issuance of Industrial Development  
Revenue Bonds for Microgy Grand Island, LLC**

Staff Contact: Dale Shotkoski

# **Council Agenda Memo**

**From:** Dale Shotkoski, City Attorney  
Dave Springer, Finance Director

**Meeting:** June 10, 2008

**Subject:** Approval of Ordinance to Issue Tax-Exempt Industrial Development Revenue Bonds for Microgy Grand Island, LLC

**Item #'s:** F-2

**Presenter(s):** Dale Shotkoski, City Attorney  
Dave Springer, Finance Director

## **Background**

On February 26, 2008, council approved the intent for the City of Grand Island to issue its industrial development revenue bonds, as authorized by Nebraska statutes, for the purpose of defraying the cost of acquisition, construction and equipping of certain solid waste disposal and biogas manufacturing facilities to be operated by Microgy at the Swift & Company beef processing facility in Grand Island. At the May 27, 2008 council meeting, a public hearing was conducted on this matter.

## **Discussion**

The proposed Microgy facility, together with an additional holding pond, currently under construction at Swift, are intended to help reduce the flow and the solids content to our WWTP and provide an environmental friendly generation of biogas to be used in their facility. The Microgy facility meets the criteria for the issuance of these Industrial Development Revenue Bonds. These would be limited obligations of the City payable solely from payments made by the Company under a lease agreement with the City and will not constitute a liability to the City, nor would they be payable from any tax source. This evening, council is asked to consider the passage of the ordinance to issue these tax exempt bonds. The bond paper work is on file in the City Clerk's office.

## **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 ordinance.

## **Sample Motion**

Move to approve the ordinance to issue Tax-Exempt Industrial Development Revenue Bonds to finance the Microgy Grand Island, LLC facility.



Whereupon, the Mayor declared said Ordinance duly passed as follows:

THE CITY OF GRAND ISLAND, STATE OF NEBRASKA  
ORDINANCE NO. 9172

AN ORDINANCE AUTHORIZING THE SALE AND THE ISSUANCE OF UP TO SEVEN MILLION DOLLARS (\$7,000,000) OF THE CITY OF GRAND ISLAND, NEBRASKA (THE "CITY") ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF SOLID WASTE DISPOSAL FACILITIES REVENUE BONDS (MICROGY GRAND ISLAND, LLC PROJECT) SERIES 2008, FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION, IMPROVING AND EQUIPPING OF CERTAIN INDUSTRIAL SOLID WASTE DISPOSAL FACILITIES LOCATED WITHIN THE CORPORATE BOUNDARIES OF THE CITY (WHICH FACILITIES ARE HEREINAFTER REFERRED TO AS THE "PROJECT"), WHICH BONDS AND THE INTEREST THEREON SHALL BE PAYABLE SOLELY FROM THE AMOUNTS TO BE PAID TO THE CITY UNDER A LEASE AGREEMENT BETWEEN THE CITY AND MICROGY GRAND ISLAND, LLC AND WHICH AMOUNTS ARE PLEDGED TO THE PAYMENT OF SAID BONDS; APPROVING AND AUTHORIZING EXECUTION OF A TRUST INDENTURE WITH RESPECT TO THE BONDS; APPROVING AND AUTHORIZING EXECUTION OF A LEASE AGREEMENT WITH MICROGY GRAND ISLAND, LLC WITH RESPECT TO THE PROJECT CONTAINING CERTAIN OPTIONS AND COVENANTS TO PURCHASE SAID PROJECT; APPROVING AND AUTHORIZING A TAX REGULATORY AGREEMENT WITH RESPECT TO THE BONDS; APPROVING THE USE OF A LIMITED OFFERING MEMORANDUM TO BE USED IN CONNECTION WITH THE SALE OF SAID BONDS; MAKING FINDINGS AND DETERMINATIONS WITH REFERENCE TO THE PROJECT AND THE BONDS; APPROVING AND AUTHORIZING EXECUTION OF A BOND PURCHASE AGREEMENT WITH RESPECT TO SAID BONDS AND THE SALE OF SAID BONDS; DETERMINING THAT SAID BONDS SHALL NOT CONSTITUTE A PECUNIARY LIABILITY OF THE CITY NOR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS; PROVIDING THAT THE INVALIDITY OF ANY PART OF THIS ORDINANCE SHALL NOT AFFECT THE REMAINDER; INCORPORATING WITHIN THIS ORDINANCE THE PROVISIONS OF SECTION 2 OF ARTICLE XIII OF THE NEBRASKA CONSTITUTION AND SECTION 13-1101 ET SEQ., AS AMENDED, OF THE NEBRASKA STATUTES, AS AMENDED; AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS; EXPRESSING PUBLIC APPROVAL WITHIN THE MEANING OF SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR THE DATE OF EFFECT OF THIS ORDINANCE.

WHEREAS, The City of Grand Island, Nebraska (the "City") now proposes at the request of Microgy Grand Island, LLC, a Nebraska limited liability company (the "Company"), to sell its Solid Waste Disposal Facilities Revenue Bonds (Microgy Grand Island, LLC Project) Series 2008 in the aggregate principal amount of up to \$7,000,000 (the "Bonds"), to finance all or a portion of the cost of financing the acquisition, construction, improving and equipping of an industrial development solid waste disposal project located within the City at the JBS Swift & Co. beef processing plant, 555 South Stuhr Road, Grand Island, Nebraska, all in accordance with the provisions of the Section 2 of Article XIII of the Nebraska Constitution and the Nebraska

Industrial Development Act, Sections 13-1101 et seq., Reissue Revised Statutes of Nebraska, 1997, as amended (the "Act"); and

WHEREAS, the Mayor and the City Council find and determine that in furtherance of the issuance of the Bonds and the financing of the Project, it is necessary and advisable and in the best interest of the City to accept the interests in real estate and personal property conveyed by the Company to the City pursuant to a sublease or warranty deed and a bill of sale, respectively; and

WHEREAS, the Mayor and the City Council of the City find and determine that in furtherance of the purposes and pursuant to the provisions of Section 2 of Article XIII of the Nebraska Constitution and the Act, it is necessary and advisable and in the best interest of the City to proceed with the issuance of the Bonds and the provision of the proceeds thereof to the Company in order to finance the costs of the Project; and

WHEREAS, pursuant to a Notice of Public Hearing, duly published in *The Grand Island Independent* on May 13, 2008, the City Council conducted on May 27, 2008 a public hearing (the "Hearing"), pursuant to and in compliance with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), at which all interested parties were given an opportunity to express their views orally or in writing for or against the proposed Bonds and related Project, and the City Council deems it necessary and advisable to give public approval to the proposed issuance by the City of not to exceed \$7,000,000 aggregate principal amount of the Bonds, for the aforesaid purposes; and

WHEREAS, there have been presented to this meeting the following documents, which the City proposes to enter into or which are integral to the contemplated transaction:

1. The form of Lease Agreement dated as of June 1, 2008 (the "Agreement") between the City, as lessor, and the Company, as lessee;
2. The form of Trust Indenture dated as of June 1, 2008 (the "Indenture") between the City and Wells Fargo Bank, National Association, as trustee thereunder (the "Trustee"), setting forth the terms of the Bonds (including, without limitation, the maturity date of not later than June 1, 2038, the rate or rates of interest not to exceed 8.25% per annum and redemption provisions) and the conditions and security for the Bonds;
3. The form of Sublease Agreement dated as of June 1, 2008 (the "Sublease") between the Company, as sublessor, and the City, as sublessee;
4. The form of Guaranty Agreement dated as of June 1, 2008 (the "Guaranty") to be executed and delivered by Microgy Grand Island, LLC, as guarantor (the "Guarantor"), to the Trustee;
5. The form of Tax Regulatory Agreement dated as of June 1, 2008 (the "Tax Regulatory Agreement") between the City and the Company;
6. The form of Bond Purchase Agreement (the "Purchase Agreement") among the City, the Company and Ziegler Capital Markets (the "Underwriter") to be used in connection with the sale of the Bonds;

7. The form of the Bonds as set forth in the Indenture; and

8. The form of the Preliminary Limited Offering Memorandum (the "Preliminary Limited Offering Memorandum") to be used in connection with the sale of the Bonds; and

WHEREAS, it appears that each of the instruments above referred to, which are now before the Mayor and each of the Members of the City Council, is in appropriate form and is an appropriate instrument for the purposes intended;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, AS FOLLOWS:

**Section 1.** That the City finance the Project, but only from the proceeds of the sale of the Bonds, by issuing the Bonds and providing the proceeds from the sale of the Bonds to the Company.

**Section 2.** That, in order to finance the Project, the issuance of the Bonds in the principal amount of up to \$7,000,000 in substantially the form and content set forth in the Indenture now before this meeting, subject to appropriate insertion and revision in order to comply with provisions of the Indenture, is in all respects authorized, approved and confirmed, subject to the satisfaction of the preconditions to such issuance set forth in the Indenture, and the form and content of the Bonds set forth in the Indenture now before this meeting are in all respects authorized, approved and confirmed, and the Mayor or the Mayor pro tem and the City Clerk or Deputy City Clerk are authorized, empowered and directed to execute, and attest to the execution, either by manual or facsimile signatures, seal with the official seal of the City and deliver for and on behalf of the City the Bonds to the Trustee for authentication, and the Trustee is hereby authorized and directed to authenticate the Bonds, and the provisions of the Indenture with respect to the Bonds (including, without limitation, the aggregate principal amount not to exceed \$7,000,000, the maturity date of not later than June 1, 2038, the rate or rates of interest not to exceed 8.25% per annum and redemption provisions) are authorized, approved and confirmed and are incorporated herein by reference.

**Section 3.** That the City provide the proceeds of the Bonds to the Company to finance the Project pursuant to the Agreement, and the form and content of the Agreement are in all respects authorized, approved and confirmed, and the Mayor or the Mayor pro tem and the City Clerk or Deputy City Clerk are authorized, empowered and directed to execute, attest to the execution of, seal with the official seal of the City and deliver the Agreement prior to or simultaneously with the issuance of the Bonds for and on behalf of the City, including necessary counterparts in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall to them seem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of their approval of any and all changes, modifications, additions or deletions therein from and the form and content of the Agreement now before this meeting, and that, from and after the execution, attestation, sealing and delivery of the Agreement, the Mayor or the Mayor pro tem and the City Clerk or Deputy City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

**Section 4.** That Wells Fargo Bank, National Association is hereby appointed Trustee under the Indenture, and that the form and content of the Indenture, and the assignment of the City's interest in the Agreement, are in all respects authorized, approved and confirmed, and the Mayor or the Mayor pro tem and the City Clerk or Deputy City Clerk are authorized, empowered and directed to execute, attest to the execution of, seal with the official seal of the City and deliver the Indenture for and on behalf of the City to the Trustee for the security of the Bonds and the interest thereon, including necessary counterparts in substantially the form and content now before this meeting, but with such changes, modifications, additions and deletions therein as shall to them seem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of their approval of any and all changes, modifications, additions or deletions therein from and the form and content of the Indenture now before this meeting, and that, from and after the execution, attestation, sealing and delivery of the Indenture, the Mayor or the Mayor pro tem and the City Clerk or Deputy City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Indenture as executed.

**Section 5.** That the form and content of the Tax Regulatory Agreement are in all respects authorized, approved and confirmed, and the Mayor or the Mayor pro tem and the City Clerk or Deputy City Clerk are authorized, empowered and directed to execute, attest to the execution of, seal with the official seal of the City and deliver the Tax Regulatory Agreement prior to or simultaneously with the issuance of the Bonds for and on behalf of the City, including necessary counterparts in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions there as shall to them seem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of their approval of any and all changes, modifications, additions or deletions therein from and the form and content of the Tax Regulatory Agreement now before this meeting, and that, from and after the execution, attestation, sealing and delivery of the Tax Regulatory Agreement, the Mayor or the Mayor pro tem and the City Clerk or Deputy City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Tax Regulatory Agreement as executed.

**Section 6.** That the form and content of the Sublease are in all respects authorized, approved and confirmed, and the Mayor or the Mayor pro tem and the City Clerk or Deputy City Clerk are authorized, empowered and directed to execute, attest to the execution of, seal with the official seal of the City and deliver the Sublease prior to or simultaneously with the issuance of the Bonds for and on behalf of the City, including necessary counterparts in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions there as shall to them seem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of their approval of any and all changes, modifications, additions or deletions therein from and the form and content of the Sublease now before this meeting, and that, from and after the execution, attestation, sealing and delivery of the Sublease, the Mayor or the Mayor pro tem and the City Clerk or Deputy City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Sublease as executed.

**Section 7.** That the Guaranty is hereby approved in substantially the form and content now before this meeting, but with such changes, modifications, additions and deletions therein as shall seem necessary, desirable or appropriate to the Mayor or the Mayor pro tem and the City Clerk or Deputy City Clerk, and which Guaranty the Trustee is authorized to accept.

**Section 8.** That the sale of the Bonds to the Underwriter at a purchase price of not less than 98 percent of the aggregate principal amount of the Bonds on the date of delivery is hereby authorized and approved, and the Mayor or the Mayor pro tem and the City Clerk or Deputy City Clerk be and they hereby are authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to effectuate and confirm the sale of the Bonds.

**Section 9.** That the form and content of the Purchase Agreement are in all respects authorized, approved and confirmed, and the Mayor or the Mayor pro tem be and he hereby is authorized, empowered and directed to accept the Purchase Agreement for and on behalf of the City, in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall to him seem necessary, desirable or appropriate, his acceptance thereof to constitute conclusive evidence of his approval of any and all changes, modifications, additions or deletions therein from the form and content of the Purchase Agreement now before this meeting, and, that from and after the execution and delivery of the Purchase Agreement, the Mayor or the Mayor pro tem and the City Clerk or Deputy City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Purchase Agreement, as executed.

**Section 10.** That the distribution and use of the Preliminary Limited Offering Memorandum in substantially the form and context now before this meeting, but with such changes, modifications, deletions or additions therein as shall to the Mayor, City Attorney or Finance Director of the City seem necessary, desirable or appropriate, by the Underwriter in connection with the sale of the Bonds be and hereby are approved, the Preliminary Limited Offering Memorandum is deemed final for the purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, all actions of the City and its officers and agents taken in connection with the Preliminary Limited Offering Memorandum are hereby authorized, approved, ratified and confirmed, and the distribution and use of the final Limited Offering Memorandum by the Underwriter in substantially the form of the Preliminary Limited Offering Memorandum but with such modifications, additions or deletions therein as shall be necessary or desirable to reflect the final terms of the Bonds and the updating of the remaining content of the Preliminary Limited Offering Memorandum, are hereby authorized, approved, ratified and confirmed.

**Section 11.** That the Mayor or the Mayor pro tem and the City Clerk or Deputy City Clerk of the City are authorized to execute and deliver for and on behalf of the City any and all additional certificates, documents, opinions or other papers and perform all other acts (including, without limitation, a blanket issuer letter of representations to The Depository Trust Company, New York, New York, and the filing of any financing statements or any other documents and the recordation of any instruments to create and maintain a security interest on the properties and revenues pledged under the Indenture) customary to the closing of bond issues as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Ordinance.

**Section 12.** That it is hereby determined and found that:

(a) The Company is obligated under the Agreement to make basic lease rental payments sufficient in amount to timely pay all principal and interest requirements on the Bonds;

(b) The Indenture establishes a Debt Service Reserve Fund with respect to the retirement of the Bonds;

(c) The terms of the Agreement provide that the Company shall maintain the Project in good repair, carry all proper insurance with respect thereto and pay the taxes on the Project; and

(d) As the basic lease rental payments to be made by the Company will be sufficient in amount to pay all principal and interest requirements on the Bonds and the Company covenants in the Agreement to maintain the Project in good repair, to keep it properly insured, and to pay all taxes with respect thereto, it is not deemed advisable to establish any reserve funds, other than the Debt Service Reserve Fund as aforesaid, in connection with maintenance and insuring of the Project or the payment of taxes with respect thereto.

**Section 13.** That the Bonds are limited obligations of the City, payable solely out of the lease rental payments required to be paid by the Company pursuant to and in accordance with the Agreement and as provided in the Indenture, and are secured as provided in the Indenture. The Bonds and the interest thereon shall never constitute an indebtedness of the City, within the meaning of any State constitutional provision or statutory limitation, and shall not give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers.

**Section 14.** That this Ordinance does hereby incorporate by reference, as though fully set out herein, the provisions of Section 2 of Article XIII of the Nebraska Constitution and the Act.

**Section 15.** That the City Council has considered all oral or written statements which were made or filed for or against the proposed Bonds and the Project, and hereby determines that the proposed issuance by the City of the Bonds, for the purpose as set forth in the Notice of Public Hearing and described in the preamble hereof, be and the same are hereby approved for the purpose of complying and in accordance with the public approval requirements of Section 147(f) of the Code.

**Section 16.** That the provisions of this Ordinance are hereby declared to be separable, and, if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions.

**Section 17.** That the City Clerk is hereby directed to publish this Ordinance upon its passage and approval in the legal newspaper for the City in the manner required by law.

**Section 18.** That this Ordinance shall become effective 15 days following its publication as aforesaid.

Dated this 10<sup>th</sup> day of June, 2008.

THE CITY OF GRAND ISLAND,  
NEBRASKA

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
City Clerk



# City of Grand Island

Tuesday, June 10, 2008

Council Session

## Item G1

**Receipt of Official Document - Tort Claim Filed by DeeAnn Steiner**

Staff Contact: Dale Shotkoski



# **Council Agenda Memo**

**From:** Dale Shotkoski, City Attorney

**Meeting:** June 10, 2008

**Subject:** Receipt of Official Document – Tort Claim filed by  
DeeAnn Steiner

**Item #'s:** G-1

**Presenter(s):** Dale Shotkoski, City Attorney

## **Background**

The City of Grand Island has received a Notice of Tort Claim on behalf of DeeAnn Steiner, alleging certain claims in connection with an accident which occurred on July 4, 2007 at the location of Third and Eddy Streets in Grand Island, Nebraska.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of DeeAnn Steiner, is fair and reasonable, we are simply providing a copy of this claim to you in compliance with the Nebraska Political Subdivision Tort Claims Act.

For a person to assert a tort claim against the City of Grand Island, a written notice of the claim must be filed with the City clerk, Secretary or other official responsible for keeping official records. The claim must be filed within one year of the accrual of the claim, and the Council has six months to act on the claim. No suit can be filed until after the Council acts on the claim, or the six months has run.

Historically, the City of Grand Island has simply let the six months run. Not all claims result in a suit being filed, so it makes good sense to not act affirmatively in many instances. In any event, if you wish to look further into this claim, please contact the City Administrator's office or the City Attorney, and we will provide you with the information which we have in connection with the claim. Our recommendation is to continue to take no affirmative action on tort claims. It must be emphasized that by providing copies of alleged claims to you, we are not making an admission or representation that a claim has been properly filed in any respect. We also recommend that no comments concerning a particular claim be made during Council meetings, unless you decide to bring the matter on for formal consideration. Even then, we ask that comments be carefully considered so that the legal rights of all parties are preserved.

## **Discussion**

This is not an item for council action other than to simply acknowledge that the claim has been received.

## **Recommendation**

City Administration recommends that the Council take no action other than acknowledge receipt of the claim.

## **Sample Motion**

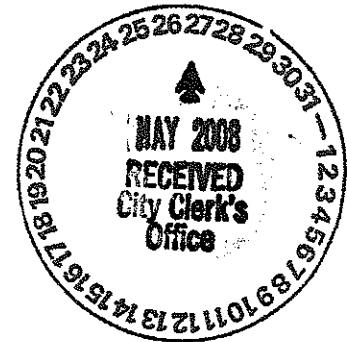
Move to approve acknowledgement of the Tort Claim filed by DeeAnn Steiner.



LORALEA L. FRANK  
lfrank@jonlaw.com

CELEBRATING **30** YEARS 1978-2008

May 23, 2008



Ms. ReNae Edwards  
City Clerk  
City of Grand Island  
P. O. Box 1968  
Grand Island, NE 68802-1968

Re: DeeAnn Steiner

Dear Clerk Edwards:

Please let this letter serve as a claim for reimbursement of our client's vehicle damage and loss resulting from a motor vehicle accident that occurred on July 4, 2007 at the location of Third and Eddy Streets in Grand Island, Nebraska. As a result of this incident, our client sustained a loss in the amount of \$10,902.35. Ms. Steiner demands this amount as compensation for the damage to the motor vehicle. This demand is premised upon Neb. Rev. Stat. § 13-911. This section creates strict liability on the Hall County Sheriff's Department when 1) a claimant suffers property damage; 2) such damage is proximately caused by the action of a pursuing law enforcement officer employed by a political subdivision; and 3) the claimant is an innocent third party. Ms. Steiner is entitled to compensation for the damages sustained and will be awarded such in a court of law.

I look forward to hearing from you. If I do not hear from you within the allotted time frame pursuant to the Political Subdivision Tort Claims Act, I will proceed with filing a Complaint, a copy of which I enclose.

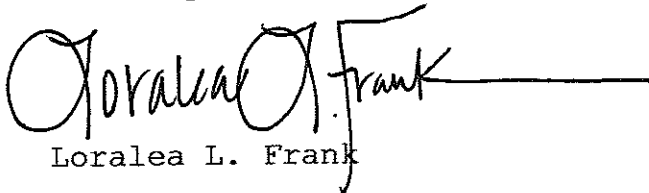
Please govern yourselves accordingly.

~~Mayor~~  
~~Admin.~~  
CCI Legal  
~~HR (Insurance)~~  
5-27-08

Ms. RaNae Edwards  
May 23, 2008  
Page Two

Very truly yours,

JACOBSEN, ORR, NELSON,  
LINDSTROM & HOLBROOK, P.C., L.L.O.  
Attorneys at Law

A handwritten signature in dark ink, reading "Lorealea L. Frank". The signature is stylized, with the first name "Lorealea" written in a cursive script and the last name "Frank" in a more formal, slightly cursive font. A horizontal line extends from the end of the signature to the right.

Lorealea L. Frank

LLF:rkr

cc: Justin Wright (27-7772-047)

COPY FOR YOUR  
INFORMATION

IN THE COUNTY COURT OF HALL COUNTY, NEBRASKA

DEEANN STEINER	)	Case No. CI 08-_____
	)	
Plaintiff,	)	
	)	
v.	)	COMPLAINT
	)	
HALL COUNTY SHERIFF'S OFFICE	)	
and GRAND ISLAND POLICE DEPT.	)	
	)	
Defendants.	)	

COMES NOW the plaintiff and for her cause of action against the defendants, states and alleges as follows:

1. The plaintiff is a resident of Hall County, Grand Island, Nebraska.
2. At all times mentioned herein, the plaintiff was the owner of a 2004 Orange Volkswagen Beetle, VIN #3VWCK21C34M402560.
3. At all times relevant herein, the defendants, Hall County Sheriff's Office and Grand Island Police Department, are bodies of politic organized and existing under the laws of the State of Nebraska, Hall County, and the City of Grand Island and as such governmental entities, the civil liability of each is subject to the provisions of the Nebraska Political Subdivision Tort Claims Act, Neb. Rev. Stat. §§ 13-901 to 13-926.

4. Hall County, Grand Island Nebraska, is the location where the incident occurred out of which the cause of action herein set forth arose.

5. On or about July 4, 2007, Stacy Alexander Wayne was operating the insured's vehicle, at 3<sup>rd</sup> and Eddy Streets in Grand Island, Hall County, Nebraska. At the same time and place, the defendants, were operating patrol vehicles. As insured's vehicle was brought to a stop, one of defendant's vehicles hit insured's vehicle, causing damage to the same.

6. Said collision and damages resulting therefrom were directly and proximately the result of defendants negligence as more particularly set forth as follows:

- a. In failing to keep such a diligent lookout for other vehicles, so as to have enabled to avoid a collision or accident;
- b. In failing to keep the vehicle under such reasonable control as would have enabled the avoidance of a collision or accident;
- c. In failing to make timely application of the brakes to avoid the collision;

7. As a direct and proximate result of the negligence of defendants as indicated in the above-mentioned paragraphs, insured's vehicle was damaged and the insured suffered loss in the amount of \$10,902.35, which represents the fair market value

of the insured's vehicle and does not exceed the fair market value of the insured's vehicle.

WHEREFORE, the plaintiff prays to recover judgment against the defendants in the amount of \$10,902.35 for special damages, costs, interest and for such other and further relief as this Court deems equitable and just.

DEEANN STEINER, Plaintiff

By \_\_\_\_\_  
Loralea L. Frank, #23497  
JACOBSEN ORR, NELSON,  
LINDSTROM & HOLBROOK, P.C., L.L.O.  
Attorneys at Law  
322 West 39<sup>th</sup> Street  
P. O. Box 1060  
Kearney, NE 68848-1060  
(308) 234-5579  
(308) 234-9305 (fax)



# **City of Grand Island**

**Tuesday, June 10, 2008**

**Council Session**

## **Item G2**

**Receipt of Official Document - Tort Claim Filed by Great West  
Casualty Company**

**Staff Contact: Dale Shotkoski**



# **Council Agenda Memo**

**From:** Dale Shotkoski, City Attorney

**Meeting:** June 10, 2008

**Subject:** Receipt of Official Document – Tort Claim filed by Great West Casualty Company

**Item #'s:** G-2

**Presenter(s):** Dale Shotkoski, City Attorney

## **Background**

The City of Grand Island has received a Notice of Tort Claim from Great West Casualty Company on behalf of their insured vehicle driven by Jeff Raitt, alleging certain claims in connection with an accident which occurred on April 21, 2008 at the intersection of U.S. Highway 281 and State Street in Grand Island, Nebraska.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of Great West Casualty Company, is fair and reasonable, we are simply providing a copy of this claim to you in compliance with the Nebraska Political Subdivision Tort Claims Act.

For a person to assert a tort claim against the City of Grand Island, a written notice of the claim must be filed with the City Clerk, Secretary or other official responsible for keeping official records. The claim must be filed within one year of the accrual of the claim, and the Council has six months to act on the claim. No suit can be filed until after the Council acts on the claim, or the six months has run.

Historically, the City of Grand Island has simply let the six months run. Not all claims result in a suit being filed, so it makes good sense to not act affirmatively in many instances. In any event, if you wish to look further into this claim, please contact the City Attorney's office, and we will provide you with the information which we have in connection with the claim. Our recommendation is to continue to take no affirmative action on tort claims. It must be emphasized that by providing copies of alleged claims to you, we are not making an admission or representation that a claim has been properly filed in any respect. We also recommend that no comments concerning a particular claim be made during Council meetings, unless you decide to bring the matter on for formal

consideration. Even then, we ask that comments be carefully considered so that the legal rights of all parties are preserved.

### **Discussion**

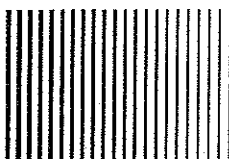
This is not an item for council action other than to simply acknowledge that the claim has been received.

### **Recommendation**

City Administration recommends that the Council take no action other than acknowledge receipt of the claim.

### **Sample Motion**

Move to approve acknowledgement of the Tort Claim filed by Great West Casualty Company.



**GREAT WEST**

Casualty Company

*The Difference is Service®*

1100 West 29th Street • P.O. Box 277  
South Sioux City, NE 68776-0277 • 402-494-2411

May 22, 2008

DALE SHOTKOSKI  
GRAND ISLAND CITY ATTORNEY  
100 E 1<sup>ST</sup> ST  
GRAND ISLAND NE 68801



RE:    O/File #:                    C68752-M-926  
       O/Insured:                Jeff Raitt  
       D/Loss:                    4/21/08

Dear Mr. Shotkoski:

This letter is sent in reference to an accident that occurred on April 21, 2008 at the intersection of Highway 281 and State Street in Grand Island, Nebraska. Our investigation has revealed that our insured vehicle was traveling northbound on U.S. Highway 281 with a green light. Your city ambulance was traveling eastbound on State Street with a red light and proceeded into the intersection although your ambulance driver's and passenger's view of northbound traffic was obstructed by vehicles in the left turn lane. We feel your employees did not drive with due care for the safety of others when entering an intersection on a red light involving vehicles traveling at highway speed when they could not clearly see whether traffic was approaching northbound.

As a result of this accident, our insured's truck was a total loss. The truck had an actual cash value of \$25,000. We are currently seeking salvage buyers.

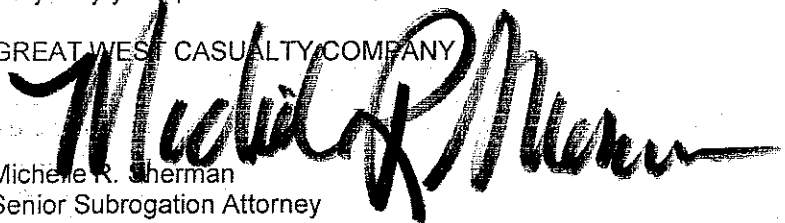
We have also opened up a workers' compensation claim for injuries received to our driver, Jeff Raitt, and today have paid medical and indemnity benefits of \$2,691.33. The workers' compensation claim is open due to the potential of future medical and/or indemnity payments.

Please consider this formal written notice of our subrogation claim against the city of Grand Island due to the negligence of your employee.

Please forward this on to your insurance company if the city has coverage that would apply to this accident.

Very truly yours,

GREAT WEST CASUALTY COMPANY

  
Michelle R. Sherman  
Senior Subrogation Attorney  
402-494-7876

DMSma22ds/jlp

WE CAN PROVIDE BETTER CUSTOMER SERVICE WHEN YOU REFER TO THE ABOVE FILE NUMBER



# **City of Grand Island**

**Tuesday, June 10, 2008**

**Council Session**

## **Item G3**

**Approving Minutes of May 27, 2008 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**

## CITY OF GRAND ISLAND, NEBRASKA

### MINUTES OF CITY COUNCIL REGULAR MEETING

May 27, 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 May 27, 2008. Notice of the meeting was given in *The Grand Island Independent* on May 21, 2008.

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

INVOCATION was given by Pastor Scott Jones, Third City Christian Church, 4100 West 13<sup>th</sup> Street followed by the PLEDGE OF ALLEGIANCE.

#### PUBLIC HEARINGS:

Public Hearing on Request from M-Z Corporation dba J-Boys Seven Seas Lounge, 2332 North Broadwell Avenue for an Addition to Class "C-13059" Liquor License. RaNae Edwards, City Clerk reported that an application had been received from M-Z Corporation dba J-Boys Seven Seas Lounge, 2332 North Broadwell Avenue for an addition to Class "C-13059" Liquor License. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on May 9, 2008; notice to the general public of date, time, and place of hearing published on May 17, 2008; notice to the applicant of date, time, and place of hearing mailed on May 9, 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 Between 2777 North Broadwell Avenue and 204 East Roberts (Agricultural Services, Inc.). Robert Smith, Assistant Utilities Director reported that that a utility easement was needed between 2777 North Broadwell Avenue and 204 East Roberts in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The easement would be used to provide electrical service to a new pumping station and tanks now under construction by Agricultural Services and would contain primary underground cable and pad-mounted transformer. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located Northwest of 3135 East Highway 30 – Elite 8 Trucking (Michael Paul Graham). Robert Smith, Assistant Utilities Director reported that that a utility easement was needed northwest of 3135 East Highway 30 – Elite 8 Trucking in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The easement would be used to locate underground primary electric cable and a pad-mounted transformer to provide electrical service to a new truck repair facility. Staff recommended approval. No public testimony was heard.

Public Hearing on Rezoning Northview II, Lots 1-11, Block 1, from R1 Suburban Residential and R2 Low Density Residential to R3 Medium Density Residential. Chad Nabity, Regional Planning Director reported that the property is located west of North Road on Anne Marie Avenue. The purpose of the change was to build townhouse or condominium units on the property. No public testimony was heard.

Public Hearing on Solid Waste Disposal Facilities Revenue Bonds for JBS Swift & Company (Microgy Grand Island, LLC Project). Nick Fourtune, Vice President of Microgy reported that on February 26, 2008, council approved the intent for the City of Grand Island to issue tax-exempt industrial development revenue bonds for Microgy Grand Island, LLC. The purpose of the bonds would defray the cost of acquisition, construction and equipping certain solid waste disposal and biogas manufacturing facilities to be operated by Microgy at the Swift & Company beef processing facility. 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:

#9169 – Consideration of Rezoning Northview II, Lots 1-11, Block 1, from R1 Suburban Residential and R2 Low Density Residential to R3 Medium Density Residential

#9170 – Consideration of Amending Salary Ordinance

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

Ordinance #9169 related to the aforementioned Public Hearing.

Human Resources Director Brenda Sutherland reported Ordinance #9170 represented the changes negotiated by the Fraternal Order of Police #24 (FOP) retroactive to October 1, 2007. Ms. Sutherland highlighted those changes along with other areas of housekeeping in the salary ordinance. Discussion was held on sick leave pay out. Since this was not a comparable practice it was no longer included in the agreement.

Motion by Niemann, second by Ramsey to approve Ordinances #9169 & #9170.

City Clerk: Ordinances #9169 and #9170 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 #9169 and #9170 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 #9169 & #9170 are declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda item G-14 was removed for further discussion. Motion by Zapata, second by Nickerson to approve the Consent Agenda excluding item G-14. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of May 13, 2008 City Council Regular Meeting.

Approving Request from Becky Janes, 2236 West 11<sup>th</sup> Street for Liquor Manager Designation for Red Lobster #0734, 3430 West 13<sup>th</sup> Street.

#2008-136 – Approving 2008 High Intensity Drug Trafficking Area (HIDTA) Grant.

#2008-137 – Approving Renewal of Leases at Cornhusker Army Ammunition Plant for Storage Buildings with Dominion Construction Company of Scottsbluff, Nebraska in the Amount of \$2,750.00 and Jerry Harders of Wood River, Nebraska in the Amount of 825.00.

#2008-138 – Approving Acquisition of Utility Easement Located between 2777 North Broadwell Avenue and 204 East Roberts (Agricultural Services, Inc.)

#2008-139 – Approving Acquisition of Utility Easement Located Northwest of 3135 East Highway 30 – Elite 8 Trucking (Michael Paul Graham).

#2008-140 – Approving Nebraska Water Agency Response Network (WARN) Agreement.

#2008-141 – Approving Contract with Moonwalks for Fun of Wichita, Kansas for Family Day in the Park Inflatable Obstacle Course.

#2008-142 – Approving Bid Award for Handicap Ramp Project No. 2008-1 with Galvan Construction, Inc. of Grand Island, Nebraska in an Amount of \$31,623.32.

#2008-143 – Approving Bid Award for the 2008 Asphalt Resurfacing Project No. 2008-AC-1 with Gary Smith Construction Company, Inc. of Grand Island, Nebraska in an Amount of \$797,882.76.

#2008-144 – Approving Update to Resolution #2007-204; Purchase of (1) Wheel Loader for Use in the Sludge Disposal Operation for the Waste Water Division from Mid-Land Equipment of Omaha, Nebraska in an Amount of \$12,250.00 (plus trade-in valued at \$99,874.00).

#2008-145 – Approving Time Extension to the Contract with The Diamond Engineering Company of Grand Island, Nebraska for Construction of Water Main District 453T and Sanitary Sewer District 522T, Lift Station #22 at the National Guard Helicopter Facility until June 30, 2008.

#2008-146 – Approving Bid Award for Trucking of Sewage Sludge for the Waste Water Division with Butler County Landfill of David City, Nebraska in an Amount of \$10.60 per ton.

#2008-148 – Approving Agreement with McCook Community College for Advanced EMS Training Field Experience.

#2008-149 – Approving Change Order #20 with Chief Construction of Grand Island, Nebraska for Law Enforcement Center in an Amount of \$3,128.40 and a Decrease in Contingency Fund Balance of \$22,815.14.

#2008-150 – Approving Fraternal Order of Police (FOP) No. 24 Labor Agreement.

#2008-147 – Approving Agreement for Preliminary Engineering Related to Safe Route to School Program for the Walk to Walnut Project with The Schemmer Associates of Lincoln, Nebraska and Sub-Consultant Rockwell & Associates of Grand Island, Nebraska for an Amount not-to-exceed \$33,388.05. Discussion was held on the sub-contractor and awarding future bids to local contractors.

Motion by Ramsey, second by Niemann to approve Resolution #2008-147. Upon roll call vote, Councilmember's Brown, Zapata, Nickerson, Gericke, Carney, Ramsey, Niemann, and Meyer voted aye. Councilmember Gilbert voted no. Motion adopted.

#### REQUESTS AND REFERRALS:

Consideration of Referring Business Improvement District (BID) #8 Formation and Proposal to the Regional Planning Commission. Wes Nespor, Attorney reported BID #8 would replace the existing downtown Business Improvement District to facilitate improvements and to develop and promote a variety of beneficial activities within the downtown area. State Statutes require this matter be referred to the Regional Planning Commission.

Motion by Gilbert, second by Brown to approve referring Business Improvement District (BID) #8 Formation and Proposal to the Regional Planning Commission. Upon roll call vote, all voted aye. Motion adopted.

#### RESOLUTIONS:

#2008-151 – Consideration of Request from M-Z Corporation dba J-Boys Seven Seas Lounge, 2332 North Broadwell Avenue for an Addition to Class "C-13059" Liquor License. RaNae Edwards, City Clerk reported this item related to the aforementioned Public Hearing.

Motion by Nickerson, second by Zapata to approve Resolution #2008-151 contingent upon final inspections. Upon roll call vote, all voted aye. Motion adopted.

Sgt. Dale Hilderbrand, President of the Fraternal Order of Police (FOP) No. 24 was present to sign the FOP Agreement. Mayor Hornady thanked the FOP and the City for negotiating an agreement.



PAYMENT OF CLAIMS:

Motion by Brown, second by Zapata to approve the Claims for the period of May 14, 2008 through May 27, 2008, for a total amount of \$4,056,659.10. Motion adopted unanimously.

ADJOURNMENT: The meeting was adjourned at 7:37 p.m.

RaNae Edwards  
City Clerk



# **City of Grand Island**

**Tuesday, June 10, 2008**

**Council Session**

## **Item G4**

**Approving Minutes of June 3, 2008 City Council Study Session**

**Staff Contact: RaNae Edwards**

## CITY OF GRAND ISLAND, NEBRASKA

### MINUTES OF CITY COUNCIL STUDY SESSION

June 3, 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 June 3, 2008. Notice of the meeting was given in the *Grand Island Independent* on May 28, 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 Pastor Charles Gregory, First Baptist Church, 811 West 10<sup>th</sup> Street followed by the PLEDGE OF ALLEGIANCE.

Recognition of Grand Island Senior High Boys Baseball 2008 Championship. Mayor Hornady and the City Council recognized the following Grand Island Senior High Boys Baseball Team and Coaches for the 2008 Championship Win: Adam Brown, Luke Farrar, Kash Kalkowski, Casey Griffin, Max Ayoub, Slade Bolles, Aaron Roberg, AJ Fruchtl, Aaron Scarborough, Jimmy Reed, Dylan Meier, Pete Kropp, Grant Baird, Dalton Ryba, Eric Schwieger, Brandon Tjaden, Bobby Yager, Nick Hines, Nathan Zook, and Kriby Wells along with Head Coach Rick Kissack and Pitching Coach Kevin Kier.

Presentation of Groundwater Issues. Steve Riehle, Public Works Director reported that at the March 18, 2008 City Council Study Session, results of the groundwater survey were presented. Council requested staff bring back options to Council for further review. Mr. Riehle gave a PowerPoint presentation with the following solutions for groundwater intrusion:

- Raise basements
  - \* Quick fix, creation of crawlspaces, creation of a full basement
- Prohibit construction of new homes with basements
  - \* Some communities prohibit the construction of basements
  - \* The 2007 survey reported that a large majority of homes with groundwater intrusion problems were built before 1995 (141 out of 149)
  - \* 1995 requirement of subsurface drainage system for new construction
- Set a minimum basement elevation for new home construction
  - \* Prescribe a minimum elevation for new basement construction using information from studies of highest groundwater elevations
  - \* This would have to be done on a lot by lot basis
- Utilize de-commissioned municipal water wells as dewatering wells
  - \* Contamination of de-commissioned municipal water wells
- Build Full project from 2000 Dewatering Study
  - \* \$23.2 million cost

- \* 2 identified areas
- \* Installation of de-watering wells
- \* Construction of discharge system
  - Discharge system is 85% or \$19.7 million of the overall cost
- \* Individual dewatering systems no longer needed
- \* Expenses reduced for individuals with groundwater intrusion
- \* Frees up space in the public storm sewer and sanitary sewer systems
- Build Half Project from 2000 Dewatering Study
  - \* Substantial cost
  - \* Covers portion of identified areas
  - \* Installation of de-watering wells
  - \* Construction of discharge system
    - Discharge system is 85% or \$19.7 million of the overall cost
  - \* Individual dewatering systems no longer needed
  - \* Expenses reduced for individuals with groundwater intrusion
  - \* Frees up space in the public storm sewer and sanitary sewer systems
- Neighborhood Dewatering Districts
  - \* Current petition for creation of a neighborhood dewatering district
    - Currently 17 signatures
  - \* Smaller districts easier to manage/implement
  - \* District residents pay according to benefit
  - \* Greater quantity of water discharged than individual system
    - A single basement dewatering system with one pump discharges 80 gallons per minutes (GPM). The system designed in 2000 pumps 10,600 GPM (over 15 Million Gallons per Day) 24 hours per day for 365 days per year.
- Discharge Option for Individual Dewatering
  - \* No capacity in existing gravity sanitary sewer lines, lift stations and force mains
  - \* Challenges to treating clean water
- Sanitary Sewer System
  - \* System overload
  - \* Increased backups
- Storm Sewer
  - \* Connect to storm sewer if available
  - \* Storm sewer districts built adjacent to each house
  - \* Quick fix
  - \* Minimal cost
  - \* Not always available
  - \* Utilizes existing storm sewer capacity
  - \* Allowed individual system connections
- Ditch
  - \* Discharge to ditch if available
  - \* Causes constant source of water, hard to mow, kills grass, raises mosquito concerns, and adds to the problem down-gradient
  - \* Many areas of the community were developed before the city had jurisdiction over the area. These areas do not have storm sewer and the streets are substandard asphalt with no curb and gutter.

- Creation of a Storm Sewer District
  - \* Create a paving and storm sewer district
  - \* Create a storm sewer only district

The following recommendations were presented:

- Work with homeowners that wish to raise their basements
- Allow construction of new homes with basements, share groundwater elevation information from past studies with homeowner/builder as part of the building permit process
- Leave the decommissioned municipal water wells off-line
- Continue to pursue funding for an outlet for the dewatering project that was identified in the 2000 groundwater study which allows for construction of any of the following:
  - Full dewatering project
  - Half dewatering project
  - Neighborhood dewatering districts
- Provide an outlet for individual dewatering systems by creating neighborhood Street/Storm Sewer or Storm Sewer Only districts to council as requested by neighborhoods

The following people spoke:

- Roger Lindley, 923 East Phoenix Avenue
- Cindy Larsen, 2011 Circle Drive
- Edward Ryan, 1123 South Eddy Street

Gary Mader, Utilities Department Director answered questions concerning city wells and filtration systems for those wells. Mr. Mader presented background information on the wells within the city. Discussion of additional wells was not feasible due to contamination. The Utilities Department would look into the cost of filtration systems.

Jeff Pederson, City Administrator commented on the survey and the number of homes affected. Discussion was held concerning the funding of any projects. Mayor Hornady commented on a multifaceted approach to best solve these problems.

Council recessed at 9:00 p.m. and reconvened at 9:15 p.m.

Discussion of 2008-2009 City Council Goals: Jeff Pedersen, City Administrator reported that challenges lie ahead of the City in the area of financial resources and the need to re-determine fiscal policies. Mr. Pedersen stressed the importance of discussing the attainability of prospective goals in a one-year goal timeline.

David Springer, Finance Director updated the council on the following committed costs per year:

• Heartland Events Center	\$570,000	2025
• Library Expansion	\$830,000	2016
• Law Enforcement Center	\$855,000	2018
• EDC	<u>\$750,000</u>	2013
Total	\$3,005,000	

The following goals were reviewed:

Public Safety

1. Seek and secure funding for the development of the Fire Training Facility
2. Complete construction of Fire Station #1 (Completed)
3. Complete construction of Police/Sheriff Law Enforcement Center (Project virtually complete)
4. Secure funding and begin upgrade of Emergency Communication Center (Project virtually complete)

Economic Development

5. Assist in creating and retaining quality jobs through LB 840 program (On-going)
6. Assist CRA in identifying and creating new business redevelopment projects (On-going)

Infrastructure

7. Support infrastructure for sustained housing/commercial development (On-going)
8. Begin incremental implementation of the Railroad Corridor Study (Review engineering study recommendations and proceed accordingly)
9. Prepare a master plan for infrastructure development south of Grand Island (Determine funding and timetable for South Locust Street improvements)

Government Efficiencies

10. Seek inter local partnerships that eliminates duplication and promotes efficiency (On-going)
11. Complete a comprehensive City Code review and update (On-going)
12. Develop a budget with no increase in the property tax levy (Completed)
13. Develop criteria for outside agency funding (On-going)

Quality of Life

14. Complete construction of the Library expansion project (Completed)

15. Construct a children's play area at Island Oasis (Consider multi-year funding plan with targeted completion date)
16. Continue to support development of the Heartland Public Shooting Park (Focus on promotional programs and activities)
17. Update Parks and Recreation master plan (Consider appropriation of \$60,000 in FY 08/09 Budget)
18. Start construction of Aerated Static Pile facility (Abandoned in favor of anaerobic digesters)
19. Implement the Community Appearance Plan (Increase funding in 08/09 budget for property acquisition and demolition)

#### Public Health

20. Secure funding and begin construction of the Household Hazardous Waste facility (Continue with present efforts)
21. Continue to aggressively address environmental issues and advocate for citizens (Ongoing)
22. Develop language for smoking restrictions to be considered to be placed on the ballot (Completed)

Additional goals suggested by Council were:

- State Fair Relocation (Infrastructure)
- Broadwell Grade Separation (Infrastructure)
- Groundwater Mitigation (Quality of Life)
- Investigate County Industrial Tracts (Government Efficiencies)

ADJOURNMENT: The meeting was adjourned at 10:30 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, June 10, 2008

Council Session

## Item G5

### **Approving Re-Appointment of Paul Leeper to the Civil Service Commission**

*The Mayor has submitted the name of Paul Leeper to the Civil Service Commission. This re-appointment would become effective immediately upon Council approval and would expire on June 1, 2014. Approval is recommended.*

Staff Contact: Mayor Hornady





# City of Grand Island

Tuesday, June 10, 2008

Council Session

## Item G6

**#2008-152 - Approving Authorization of Settlement with John R. Menard for Property along Capital Avenue**

Staff Contact: Wes Nespor

# **Council Agenda Memo**

**From:** Wesley D. Nespor, Legal Department  
**Meeting:** June 10, 2008  
**Subject:** Authorize Settlement of Menard Appeal  
**Item #'s:** G-6  
**Presenter(s):** Wesley D. Nespor, Attorney

## **Background**

The City previously authorized an improvement project to widen a portion of Capital Avenue. It was necessary to acquire permanent and temporary rights-of-way and easements to complete this project as designed. Negotiations to purchase the needed property from John R. Menard stalled and eminent domain proceedings were commenced. The Board of Appraisers awarded the sum of \$126,230.00 which was deposited by the City last year in an account controlled by the Hall County Court. Mr. Menard appealed the award to the District Court seeking more money.

## **Discussion**

After due consideration of all the factors, costs, and the potential outcome of a new trial in District Court, a settlement was negotiated by the legal department with John R. Menard subject to approval by the Nebraska Department of Roads (NDOR) and the City Council. Pre-approval has been received from the NDOR and approval is now sought from the Council.

## **Alternatives**

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

1. Move to approve
2. Move to deny

## **Recommendation**

City Administration recommends that the Council approve a resolution authorizing settlement with John R. Menard as follows:

That the One Hundred Twenty-Six Thousand Two Hundred Thirty Dollars (\$126,230.00) deposited with the Hall County Court in Case No. CI07-4107, together with any interest accrued thereon, may be released to John R. Menard.

The City of Grand Island, Nebraska, shall pay to John R. Menard the additional sum of Thirty-Seven Thousand Two Hundred Eighty-Three Dollars and Sixty-Six Cents (\$37,283.66) in full and complete settlement of all claims and damages arising out of the public taking of the subject property.

Each party shall be responsible for its own costs and attorneys fees and no additional interest will be due on the settlement except the interest that has accrued on the amount deposited in County Court.

Nothing in this Stipulation is intended to affect the City of Grand Island's ability to specially assess the adjoining real estate for street improvements.

## **Sample Motion**

Move to approve a resolution authorizing settlement with John R. Menard under the terms negotiated by the legal department.

RESOLUTION 2008-152

WHEREAS, the City of Grand Island, Nebraska condemned certain real estate belonging to John R. Menard; and

WHEREAS, John R. Menard appealed the award of appraisers to the Hall County District Court; and

WHEREAS, a settlement has been negotiated that is fair and reasonable;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the settlement is approved and the Mayor is authorized to sign the settlement agreement which provides, in pertinent part:

That the One Hundred Twenty-Six Thousand Two Hundred Thirty Dollars (\$126,230.00) deposited with the Hall County Court in Case No. CI07-4107, together with any interest accrued thereon, may be released to John R. Menard.

The City of Grand Island, Nebraska, shall pay to John R. Menard, the additional sum of Thirty-Seven Thousand Two Hundred Eighty-Three Dollars and Sixty-Six Cents (\$37,283.66) in full and complete settlement of all claims and damages arising out of the public taking of the subject property.

Each party shall be responsible for its own costs and attorneys fees and no additional interest will be due on the settlement except the interest that has accrued on the amount deposited in County Court.

Nothing in this Stipulation is intended to affect the City of Grand Island's ability to specially assess the adjoining real estate for street improvements.

Adopted by the City Council of the City of Grand Island, Nebraska, June 10, 2008.

---

Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
June 5, 2008	<input type="checkbox"/>	City Attorney



# City of Grand Island

Tuesday, June 10, 2008

Council Session

## Item G7

### **#2008-153 - Approving 2009 CDBG Community Revitalization Phase III Grant Application**

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

Staff Contact: Joni Kuzma

RESOLUTION 2008-153

WHEREAS, the City of Grand Island, Nebraska, is an eligible unit of a general local government authorized to file an application through the Nebraska Department of Economic Development for a Community Development Block Grant; and

WHEREAS, the Nebraska Department of Economic Development is presently accepting grant applications for community revitalization; and

WHEREAS, a grant application has been prepared to request funding for water main replacement, direct rehabilitation for homeowners and down payment assistance for first time homebuyers; and

WHEREAS, a \$254,230 grant is being requested to fund such programs, \$120,000 of which will be used for water main replacement, \$108,314 for direct rehabilitation for homeowners and/or down payment assistance for first time homebuyers, 7% (\$17,796) will be for General Administration, and 7% (8,120) will be used for Housing Administration.

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

1. The City of Grand Island, Nebraska is hereby authorized to apply for financial assistance from the Nebraska Department of Economic Development for the purpose of funding water main replacement, Owner Occupied Rehabilitation and Down Payment Assistance for First Time Homebuyers for the City of Grand Island.
2. The Mayor is hereby authorized and directed to execute such grant application and other documentation on behalf of the City of Grand Island for such grant process.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 10, 2008.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 5, 2008	☐ City Attorney



# **City of Grand Island**

**Tuesday, June 10, 2008**

**Council Session**

## **Item G8**

**#2008-154 - Approving Contract for Affordable Housing Market  
Study CDBG 07-PP-021**

**Staff Contact: Joni Kuzma**

# **Council Agenda Memo**

**From:** Joni Kuzma, Community Development Administrator

**Meeting:** June 10, 2008

**Subject:** Award Contract for Affordable Housing Market Study, CDBG #07-PP-021

**Item #'s:** G-8

**Presenter(s):** Joni Kuzma, Community Development Administrator

## **Background**

In January 2008, the Nebraska Department of Economic Development awarded a \$25,000 CDBG Planning Grant to the City of Grand Island for completion of an Affordable Housing Market Study. The City will provide up to \$16,500 in matching funds for a total project cost not to exceed \$41,500. This Study will replace the previous Housing Study which was completed in 2001 and expired in 2006.

## **Discussion**

A Request for Proposals was published in the April 7, 2008 Grand Island Independent and sent to seven (7) potential respondents. Four proposals were received by the City Clerk prior to the May 5, 2008, 4:00 p.m. deadline.

A 3-member selection committee scored each proposal according to the criteria identified in the Request for Proposals. Those criteria included firm experience, approach to the study, qualifications of the project team, references, proposed project schedule, and proposed cost. Based on the cumulative score for each proposal, The Schemmer Associates, Inc. received the highest score and is recommended for approval to complete the Affordable Housing Market Study for an amount not to exceed \$37,500.

## **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 awarding the contract for an Affordable Housing Market Study to The Schemmer Associates, Inc. and authorizing the Mayor to sign all related documents

### **Sample Motion**

Move to award the contract for an Affordable Housing Market Study to The Schemmer Associates, Inc. of Omaha, Nebraska and authorize the Mayor to sign all related documents.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
AFFORDABLE HOUSING MARKET STUDY**

**RFP DUE DATE:** May 5, 2008 at 4:00 p.m.

**DEPARTMENT:** Community Development

**PUBLICATION DATE:** April 7, 2008

**NO. POTENTIAL BIDDERS:** 7

**SUMMARY OF PROPOSALS RECEIVED**

**Western Economic Services, LLC**  
Portland, OR

**JEO Consulting Group, Inc.**  
Lincoln, NE

**Hanna:Keelan Associates, P.C.**  
Lincoln, NE

**The Schemmer Associates, Inc.**  
Omaha, NE

cc: Chad Nabity, Regional Planning Director  
Jeff Pederson, City Administrator  
Dale Shotkoski, City Attorney

Joni Kuzma, Com. Dev. Admin.  
David Springer, Finance Director  
Wes Nespor, Assist. City Attorney

**P1251**

## AGREEMENT

THIS AGREEMENT, is entered into by the CITY OF GRAND ISLAND, hereinafter the "City", and The Schemmer Associates Inc., 1044 North 115<sup>th</sup> Street, Suite 300, Omaha, Nebraska, 68508, hereinafter the "Contractor."

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 an Affordable Housing Market Study 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 **Affordable Housing Market Study** proposal 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:

1. **PURPOSE.** The purpose of this Agreement is to provide a contract whereby the Contractor agrees to provide economic, demographic and housing data to the City as provided for in the Scope of Work. (Attachment 1)
2. **EFFECTIVE DATE AND TIME OF PERFORMANCE.** This Agreement takes effect upon its execution by the parties hereto, and is effective June 10, 2008 through June 10, 2010.
3. **SCOPE OF WORK.** See Attachment 1.
4. **ASSISTANCE.** The Schemmer Associates, Inc., through the City and Community Development Division, will furnish the Contractor with the assistance and direction in developing and refining the information provided in the Scope of Work listed as number 3 above.
5. **COMPENASATION AND METHOD OF PAYMENT.** 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 **Thirty seven thousand five hundred dollars (\$37,500)** for all services,

materials, and work covered by and included in the contract award and designated in the Scope of Work; payments thereof to be made in cash or its equivalent in the manner provided in the contract.

6. ***CONFLICT OF INTEREST.*** The Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, in any activity which would conflict in any manner or degree with the performance of its services under this Agreement. The Contractor further covenants that, in performing its duties under this Agreement, it will employ no person who has any who has any such interest.
7. ***MODIFICATION AND ASSIGNABILITY OF CONTRACT.*** This Agreement contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in this Agreement, are valid or binding. This Agreement may not be enlarged, modified or altered except upon written agreement signed by both parties. The Contractor may not subcontract or assign its rights, including the right to compensation, or duties arising under this Agreement, except as specified in this Agreement, without receiving prior written consent from the City. All of the terms and conditions of this Agreement will bind any subcontractor or assignee.
8. ***SUSPENSION, TERMINATION and CLOSE OUT.*** If the Consultant fails to comply with the terms and conditions of this contract the City may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:
  - a. ***Suspension.*** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the City may suspend the contract pending corrective actions or investigate effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the City and is able to substantiate its full compliance with these terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except;
    - i. Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.
    - ii. If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.
    - iii. In the event all or any portion of work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the City shall

pay the Consultant for work performed to the satisfaction of the City, in accordance with the percentage of the work completed.

**b. Termination for Cause.** If the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist:

- i. The lack of compliance with the provisions of this contract is of such scope and nature that the City deems continuation of the contract to be substantially detrimental to the interests of the City.
- ii. The consultant has failed to take satisfactory action as directed by the City or its authorized representative within the time specified by same.
- iii. The consultant has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then, the City may terminate this contract in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

**c. Termination for Other Grounds.** This contract may also be terminated in whole or in part:

- i. By the City, with the consent of the Consultant, or by the Consultant with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination in part, that portion to be terminated.
- ii. If the funds allocated by the City via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
- iii. In the event the City fails to pay the Consultant promptly or within 60 days after invoices are rendered, the City agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the City shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.
- iv. The City may terminate this contract at any time giving at least 10 days notice in writing to the Consultant. If the contract is terminated for convenience of the City as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

- 9. COMPLIANCE WITH FEDERAL AND STATE LAW.** Contractor agrees to comply with all state, federal, and municipal laws and regulations, including but not limited to the following:
- A. Section 109 of the Housing and Community Development Act of 1974. The Contractor and all subcontractors will comply with the following provision: No person of the United States may, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity founded in whole or in part with the fund made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 will also apply to any such program or activity.
  - B. Minority Business Enterprise. Consistent with the provisions of Executive Order 11246, the Contractor will take affirmative steps to assure that minority businesses are used when possible as sources of supplies, equipment, construction and services. Additionally, the Contractor will document all affirmative steps taken to solicit minority businesses and will forward this documentation along with the names of the minority subcontractors and suppliers to the City upon request.
  - C. 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.

- 10. HOLD HARMLESS AND INDEMNIFICATION.** The Contractor agrees that it is liable for any loss to the City which occurs due to the negligence, intentional acts, or failure for any reason, to comply by the Contractor and/or its agents, employees, subcontractors, or representatives with the terms of the contract.

The Contractor further agrees to protect, defend and save the City, its appointed officials, agents, and employees, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense therefore, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts of omissions of the Contractor and/or its agents, employees, subcontractors, representatives, or the City under this Agreement.

- 11. COMMENCE WORK:** The contractor shall start work as soon as possible after the contract is signed.

Wesley D. Nespor, Assistant City Attorney

## ATTACHMENT 1

### **Scope of Work:**

The Affordable Housing Market Study will identify current needs for and gaps in community housing, outline a 5-year plan for housing development, focus on housing and infrastructure needs of 14 identified low-to-moderate income (LMI) areas, recommend housing strategies based on collected data, and provide an overview of housing throughout Grand Island. The selected consultant will be expected to perform the entire scope of services, including the following and other items as mentioned in the submitted proposal, but not limited to:

- Determine depth and durability of housing market
- Provide demographic analysis and estimated demand
- Project employment related housing needs
- Collect necessary data to evaluate and determine housing needs in each LMI area
- Prioritize LMI areas by degree of housing needs
- Identify significant infrastructure deficiencies or needs by area
- Coordinate and conduct public meetings
- Work with CD staff to recruit a steering committee & define responsibilities
- Provide data to CD staff as needed for grant reporting
- Provide verification of work completed and appropriate paperwork for drawdowns
- Other objectives as identified and agreed upon by the consultant and the City
- Provide 6-10 draft copies and an electronic copy for public review prior to approval of study
- Provide completed 18 bound copies of the studies, two unbound copies, and one electronic copy, including reproducible attachments



RESOLUTION 2008-154

WHEREAS, in January 2008, the City of Grand Island, Nebraska, received a \$25,000 Community Development Block Grant (CDBG) through the Nebraska Department of Economic Development; and

WHEREAS, the CDBG Planning Grant was awarded for completion of an Affordable Housing Market Study; and

WHEREAS, on April 7, 2008 an invitation for request for proposals was advertised in the Grand Island Independent and is on file with the City Clerk's Office; and

WHEREAS, on May 5, 2008, proposals were received and reviewed; and

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

WHEREAS, The Schemmer Associates, Inc. of Omaha, Nebraska, submitted a proposal in accordance with the terms of the request for proposals and all statutory requirements contained therein and the City Procurement Code, for a contracted amount not to exceed \$37,500.00.

WHEREAS, said contract will be in effect from June 10, 2008 through June 10, 2010; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from The Schemmer Associates, Inc. of Omaha, Nebraska, to complete an Affordable Housing Market Study as funded through a Community Development Block Grant from the Nebraska Department of Economic Development, be approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 10, 2008.

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Margaret Hornady, Mayor

Attest:

Approved as to Form	☐ _____
June 6, 2008	☐ City Attorney

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, June 10, 2008

Council Session

## Item G9

**#2008-155 - Approving Contract for Housing Management and  
Lead Based Paint Services CDBG 07-CR-002**

Staff Contact: Joni Kuzma

# **Council Agenda Memo**

**From:** Joni Kuzma, Community Development

**Meeting:** June 10, 2008

**Subject:** Approve Contract for Housing Management and Lead Based Paint Specialized Services for CDBG Grant #07-CR-002

**Item #'s:** G-9

**Presenter(s):** Joni Kuzma, Community Development Administrator

## **Background**

The Nebraska Department of Economic Development (NEDED) has awarded the City of Grand Island Community Development Block Grant (CDBG) funding to facilitate community revitalization. This is the second phase of a three-phase program. The City was awarded CDBG funds in the amount of \$261,010, in which \$242,740 will be used for direct rehabilitation for homeowners or down payment assistance for first time homebuyers. Up to 7% of the grant may be used by Community Development for General Administration. Housing Administration and Lead Based Paint Services is budgeted at up to 7% (\$22,992). However, due to an anticipated increase in Lead Based Paint Clearance costs, an additional \$3,000 may be paid out of General Administration funds, if needed. The total contract amount may not exceed \$25,992.

Because of staff changes in the Community Development Division, the Housing Management portion of this grant will be contracted to a certified firm for completion. General Administrative duties will continue to be managed by the state Certified Grant Administrator, Joni Kuzma, and transition to Barb Quandt when she passes the state certification test.

## **Discussion**

A Request for Proposals was published in the May 5, 2008 Grand Island Independent and sent to five (5) potential respondents. Two proposals were received by the City Clerk prior to the May 20, 2008, 4:00 p.m. deadline.

A 2-member selection committee scored each proposal according to the criteria identified in the Request for Proposals. Those criteria included consultant experience, familiarity with Grand Island and similar programs, approach to the project, ability to provide

required services, proposed schedule & capacity to provide service, references, and ability to work within grant award allocations. Community Development Services, LLC received the highest score and is recommended for approval to provide Housing Management and Lead Based Paint Specialized Services for an amount not to exceed \$25,992. The contract agreement term will be June 10, 2008 through the end of the contract as set by the Department of Economic Development.

### **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 contract with Community Development Services, LLC for Housing Management and Lead Based Paint and give approval for the Mayor to sign all related documents.

### **Sample Motion**

Move to approve the contract with Community Development Services, LLC of Plainview, Nebraska for Housing Management and Lead Based Paint and authorize the Mayor to sign all related documents.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
HOUSING MANAGEMENT & LEAD BASED PAINT SPECIALIZED SERVICES**

**RFP DUE DATE:** May 20, 2008 at 4:00 p.m.

**DEPARTMENT:** Community Development

**PUBLICATION DATE:** May 2, 2008

**NO. POTENTIAL BIDDERS:** 5

**SUMMARY OF PROPOSALS RECEIVED**

**Housing Development Corporation**  
Hastings, NE

**Community Development Services LLC**  
Plainview, NE

cc: Joni Kuzma, Community Development Admin.  
Jeff Pederson, City Administrator  
Dale Shotkoski, City Attorney

David Springer, Finance Director  
Wes Nespor, Assist. City Attorney

**P1253**

**COMMUNITY DEVELOPMENT SERVICES, LLC**  
**SERVICE / CONSULTANT AGREEMENT**  
**FOR HOUSING ADMINISTRATION**

THIS AGREEMENT made and entered into by and between the City of Grand Island, Nebraska, hereinafter referred to as the "City" and Community Development Services, LLC, hereinafter referred to as the "Consultant."

WITNESSES THAT:

WHEREAS, the City and the Consultant are desirous of entering into a contract to formalize their relationship, and

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981, the State of Nebraska Department of Economic Development (DED) is authorized by the federal Department of Housing and Urban Development (HUD) to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State Community Development Block Grant Program in compliance with all applicable local, state and federal laws, regulations and policies, and

WHEREAS, the City has been notified of CDBG funds reservation as a result of a CDBG application #07-CR-002 for the purposes set forth herein, and

WHEREAS, the Scope of Work included in this contract is authorized as part of the City's approved CDBG program, and

WHEREAS, it would be beneficial to the City to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

**1. Services to be Provided by the Parties**

- a. The Consultant shall complete in a satisfactory and proper manner as determined by the City the work activities described in the Scope of Work (Attachment #1 to the contract).
- b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

**2. Time of Performance**

The effective date of this contract shall be the date of selection by the City. The termination date of the contract shall be upon the end of the required monitoring period as determined later by DED.

**3. Consideration**

The City shall reimburse the Consultant for all allowable expenses agreed upon by the parties to complete the Scope of Work. In no event shall the total amount reimbursed by the City exceed the grant allowance of 7% of total award amount for Housing Administration (or \$22,992), plus an additional \$3,000 for excess Lead Based Paint costs, if needed. The additional funds will be paid out of General Administration funds. The total contract amount may not exceed \$25,992. It is expressly understood

that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

It is also understood that this contract is funded in whole with CDBG funds through the State of Nebraska Community Development Block Grant Program as administered by DED and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the state may prescribe.

#### **4. Records**

The Consultant agrees to maintain such records and follow such procedures as may be required under OMB Circular A102 and any such procedures that the City and DED may prescribe. In general such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant for a period of four years after the final audit of the City's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the City shall request a longer period for record retention.

The City, DED and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions to this local program and contract.

#### **5. Relationship**

The relationship of the Consultant to the City shall be that of an independent Consultant rendering professional services. The consultant shall have no authority to execute contracts or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and the Consultant.

#### **6. Suspension, Termination and Close Out**

If the Consultant fails to comply with the terms and conditions of this contract the City may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

- a. **Suspension.** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the City may suspend the contract pending corrective actions or investigate effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the City and is able to substantiate its full compliance with these terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except;
  - i. Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.
  - ii. If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.
  - iii. In the event all or any portion of work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the City shall pay the Consultant for work



performed to the satisfaction of the City, in accordance with the percentage of the work completed.

b. **Termination for Cause.** If the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist:

- i. The lack of compliance with the provisions of this contract is of such scope and nature that the City deems continuation of the contract to be substantially detrimental to the interests of the City.
- ii. The consultant has failed to take satisfactory action as directed by the City or its authorized representative within the time specified by same.
- iii. The consultant has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then, the City may terminate this contract in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

c. **Termination for Other Grounds.** This contract may also be terminated in whole or in part:

- i. By the City, with the consent of the Consultant, or by the Consultant with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination in part, that portion to be terminated.
- ii. If the funds allocated by the City via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
- iii. In the event the City fails to pay the Consultant promptly or within 60 days after invoices are rendered, the City agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the City shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.
- iv. The City may terminate this contract at any time giving at least 10 days notice in writing to the Consultant. If the contract is terminated for convenience of the City as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

## 7. **Changes, Amendments, Modifications**

The City may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agree upon by the City and the Consultant shall be incorporated in written amendments to this contract.

## 8. **Personnel**

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the City.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

#### **9. Assignability**

The Consultant shall not assign any interest on this contract, and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the City thereto; provided, however, that claims for money by the Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

#### **10. Reports and Information**

The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

#### **11. Findings Confidential**

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the City.

#### **12. Copyright**

No reports, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

#### **13. Compliance With Local Laws**

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall hold the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract and from failure to comply with any condition or term of this contract.

#### **14. Executive Order 11246\* (APPLICABLE TO CONSTRUCTION CONTRACTORS ONLY)**

#### **15. Title VI of the Civil Rights Act of 1964**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity receiving federal financial assistance.

#### **16. Section 109 of the Housing and Community Development Act of 1974**

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

#### **17. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities**

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as

amended, 12 U 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- b. The parties to this contract will comply with the provision of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
- c. The Consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative or his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

#### **18. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6161, et.seq.)**

The law provides that no person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

#### **19. Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794)**

The law provides that no otherwise qualified individual will, solely by reason of his other handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

#### **20. Executive Order 11246, As Amended**

This Order applies to all federally assisted construction contracts and subcontracts. The Grantee and subcontractors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Grantee and subcontractors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin.

#### **21. Conflict of Interest**

No officer, employee or agent of the Grantee who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have

an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exception may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by DED.

## **22. Audits and Inspections**

The City, DED, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this contract, by whatever legal and reasonable means are deemed expedient by the City, DED, the State Auditor and HUD.

## **23. Hold Harmless**

The Consultant agrees to indemnify and hold harmless the City, its appointed and elective officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

This agreement contains all terms and conditions agreed to by the City and the Consultant. The attachments to this agreement are identified as follows:

**Attachment #1, Scope of Work, consisting of one page.**

WITNESS WHEREOF, the City and the Consultant have executed this contract agreement as of the date and year last written below.

**CONTRACTOR: COMMUNITY DEVELOPMENT SERVICES, LLC**

BY \_\_\_\_\_  
Leigh Alexander

TITLE \_\_\_\_\_  
CDBG Certified Administrator

DATE \_\_\_\_\_

**CITY OF GRAND ISLAND, NEBRASKA**

BY \_\_\_\_\_  
Margaret Hornady, Mayor

DATE \_\_\_\_\_

ATTEST: \_\_\_\_\_  
RaNae Edwards, City Clerk

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

---

Wesley D. Nespor, Assistant City Attorney

## **ATTACHMENT 1**

### **SCOPE OF WORK**

#### **THE CONTRACTOR WILL AS FOLLOWS:**

1. Provide housing administrative services for CDBG housing rehabilitation program.
2. Serve as the representative between homeowners, building contractors and the City for rehabilitation projects.
3. Assist city staff in maintaining housing rehabilitation project files.
4. Conduct preliminary inspections of homes pre-approved by city staff.
5. Prepare all work write-ups.
6. Perform ongoing construction monitoring inspections. Community Development staff may shadow inspections.
7. Work closely with new Community Development Administrator in learning and understanding rehabilitation and down payment assistance guidelines and provide opportunity for hands-on experience.
8. Ensure compliance with HUD's Lead-Based Paint Regulations, and provide or arrange for Lead-Based Paint Inspections, Risk Assessments and Clearance Testing as needed.
9. Verify work completed and provide payment requests to city staff.
10. Perform final inspections and certify completion of work.
11. Provide progress reports to the City of Grand Island as requested.
12. Perform other related work necessary for NAHP housing rehabilitation program completion.
13. Maintain records as required by NDED and/or the City of Grand Island.
14. Perform Lead-Based Paint inspections and testing on pre-1978 homes
15. Perform Lead-Based Paint Risk Assessments as indicated by inspections
16. Perform Clearance Testing

RESOLUTION 2008-155

WHEREAS, in January 2008, the City of Grand Island, Nebraska, received a \$261,010 Community Development Block Grant (CDBG) through the Nebraska Department of Economic Development; and

WHEREAS, the CDBG Community Revitalization Grant was awarded for direct rehabilitation for homeowners and down payment assistance for first time homebuyers; and

WHEREAS, on May 5, 2008 an invitation for request for proposals was advertised in the Grand Island Independent and is on file with the City Clerk's Office; and

WHEREAS, on May 20, 2008, proposals were received and reviewed; and

WHEREAS, Community Development Services, LLC, from Plainview, Nebraska, submitted a proposal in accordance with the terms of the request for proposals and all statutory requirements contained therein and the City Procurement Code, for a contracted amount not to exceed \$25,992.00, which includes \$22,992 in Housing Administration funds plus an additional \$3,000 from General Administration funds, to cover increased costs for Lead Based Paint Services, if needed; and

WHEREAS, said contract will be in effect from June 10, 2008 through the end of the CDBG contract period; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from Community Development Services, LLC, from Plainview, Nebraska, to provide Housing Management and Lead Based Paint Services as funded through a Community Development Block Grant from the Nebraska Department of Economic Development, be approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 10, 2008.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_

Approved as to Form	☐ _____
June 5, 2008	☐ City Attorney

RaNae Edwards, City Clerk





# City of Grand Island

Tuesday, June 10, 2008

Council Session

## Item G10

**#2008-156 - Approving Acquisition of Right-of-Way at the Southeast Corner of Old Potash Highway and North Road (Greg Baxter)**

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

Staff Contact: Steve Riehle

RESOLUTION 2008-156

WHEREAS, a Public Utility/Drainage Easement is required by the City of Grand Island from Greg Baxter in the southeast corner of Old Potash Highway and North Road for the construction of Storm Drainage Project No. 2008-D-2; Moores Creek Drain Extension at Old Potash Highway; and

WHEREAS, a Public Hearing was held on June 10, 2008 for the purpose of discussing the proposed acquisition of the Public Utility/Drainage Easement along a tract consisting of Section 24-11-10 in the City Of Grand Island, Hall County, Nebraska, more particularly described as follows:

Beginning at the northwest corner of Section 24-11-10 thence east on the north line of said Section 24-11-10 for a distance of 130', thence south on a line 130' east of and parallel to the west line of Section 24-11-10 for a distance of 60', thence west on a line 60' south of and parallel to the north line of Section 24-11-10 for a distance of 130' thence north on the west line of Section 24-11-10 for a distance of 60' to the point of beginning excepting there from the westerly 33' and the northerly 33' being road right-of-way.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into an Agreement for Acquisition of the Public Utility/Drainage Easement with Greg Baxter, on the above described tract of land.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 10, 2008.

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Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
June 5, 2008	<input type="checkbox"/>	City Attorney



# City of Grand Island

Tuesday, June 10, 2008

Council Session

## Item G11

**#2008-157 - Approving Creation of Business Improvement District  
#7 and Initial Board, South Locust Street from Stolley Park Road  
to Highway 34**

Staff Contact: Dale Shotkoski

# **Council Agenda Memo**

**From:** Legal Department

**Meeting:** June 10, 2008

**Subject:** Expanding the Boundaries of Proposed Business Improvement District #7 and Reappointment of the Initial Board, South Locust Street (Area South of Stolley Park Road to Highway 34)

**Item #'s:** G-11

**Presenter(s):** Dale Shotkoski, City Attorney  
Wesley D. Nespor, Attorney

## **Background**

The Mayor and Council set preliminary boundaries and appointed an initial Board of Directors to Business Improvement District (BID) #7 on April 8, 2008. Upon further review, it is believed that the initial boundaries should be expanded so that parcels are not split and to give the Board better flexibility in determining the final boundaries.

## **Discussion**

Pursuant to the authority given in Neb Rev Stats 19-4015 through 19-4038, cities may create Business Improvement Districts to facilitate improvements and to develop and promote a variety of beneficial activities. It is the belief of the legal department and planning department that the final boundaries submitted later in the formation process may be less than the initial boundaries but cannot contain parcels that were not included in the initial boundaries. An expanded boundary map has been prepared identifying parcels which the BID Board would like to consider for inclusion in BID #7. This requires a resolution by the Mayor and Council expanding the initial boundaries and reappointing the Business Improvement District's Board.

## **Alternatives**

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

1. Move to expand the boundaries and reappoint members of the Business Improvement District #7 Board.
2. Take no action on the issue.

### **Recommendation**

City Administration recommends that the Council expand the boundaries and reappoint members of the Business Improvement District #7 Board.

### **Sample Motion**

Move to expand the boundaries and reappoint members of the Business Improvement District #7 Board.

RESOLUTION 2008-157

WHEREAS, South Locust Street property owners have recommended that the City of Grand Island create a business improvement district with boundaries set out below; and

WHEREAS, Section 19-4021, R.R.S. 1943, indicates that the boundaries of a business area for a potential business improvement district shall be declared by the city council prior to or at the same time as the appointment of the business improvement board; and

WHEREAS, the outer boundaries of the potential Business Improvement District No. 7 should be expanded and are described on the attached map, marked as Exhibit "A"; and

WHEREAS, it is suggested that a business improvement board be appointed to make recommendations to the city council for the potential establishment of a district and plans for improvements, if any, for such district.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the property set out within the boundaries described on attached Exhibit "A" be declared as future Business Improvement District No. 7.

BE IT FURTHER RESOLVED, that the following individuals be initially appointed to serve on the business improvement board: Jack Rasmussen, Gene McCloud, Dave Bartz, Bill Lawrey, Jeff Reed, Rhonda Saafeld, and Dan Naranjo.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on June 10, 2008.

—

\_\_\_\_\_  
Margaret Hornady, Mayor

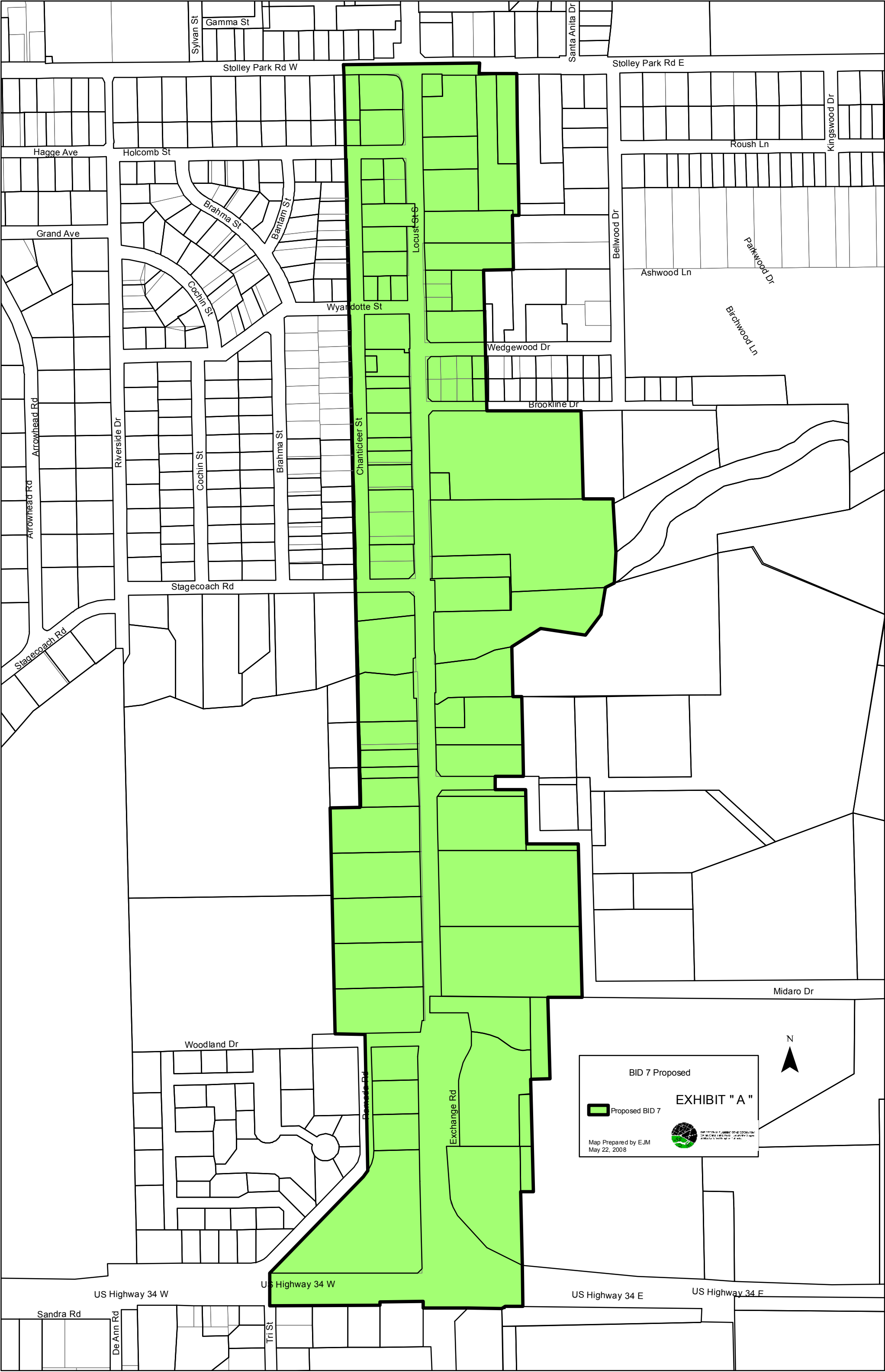
Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form

June 5, 2008

City Attorney



BID 7 Proposed

**EXHIBIT "A "**

 Proposed BID 7

Map Prepared by EJM  
May 22, 2008





# City of Grand Island

Tuesday, June 10, 2008

Council Session

## Item G12

**#2008-158 - Approving Contract for Annual City Audit**

Staff Contact: David Springer



# **Council Agenda Memo**

**From:** Dave Springer, Finance Director

**Meeting:** June 10, 2008

**Subject:** Approving Contract for City and Electric and Water Utility Audits

**Item #'s:** G-12

**Presenter(s):** Dave Springer, Finance Director

## **Background**

The City of Grand Island is required to have an audit of its financial statement every fiscal year. This is true for the Electric and Water Utilities funds also. It has been the City's policy to request proposals for audit services every five years. This was done in March of this year.

## **Discussion**

We received responses from three firms, one for the City audit only, one for the Utilities audit only, and one that proposed doing both audits. All three firms were determined to be qualified and the City has utilized and received satisfactory services from each firm over the last decade. There can be significant savings in the examination and testing procedures involved in the audits by one firm doing both. There would be over an \$88,000 savings for the five years by using the one firm for both audits, rather than using both of the other two. The recommendation is for Almquist, Maltzahn, Galloway & Luth, Grand Island, NE to perform both the City and the Electric and Water Utilities audits for the years ending September 30, 2008 – 2012. Their proposed fees are:

2008	\$60,000
2009	61,100
2010	62,300
2011	63,600
2012	65,000

## **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 approval of the audit contract as presented.

## **Sample Motion**

Move to approve the contract with Almquist, Maltzan, Galloway & Luth to perform both the City and the Electric and Water Utilities audits for the years ending September 30, 2008 - 2012.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
AUDIT PROPOSALS**

**RFP DUE DATE:** April 21, 2008 at 3:00 p.m.

**DEPARTMENT:** Finance

**PUBLICATION DATE:** February 24, 2008

**NO. POTENTIAL BIDDERS:** 6

**SUMMARY OF PROPOSALS RECEIVED**

**McDermott & Miller**  
Hastings, NE

**Almquist, Maltzahn, Galloway & Luth**  
Grand Island NE

**BKD**  
Lincoln , NE

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

Jeff Pederson, City Administrator  
Wes Nespor, Assist. City Attorney

**P1236**

RESOLUTION 2008-158

WHEREAS, proposals were solicited to perform a financial audit of city and utility funds, according to the Request for Proposals on file with the Finance Department; and

WHEREAS, proposals were due on April 21, 2008; and

WHEREAS, Almquist, Maltzan, Galloway & Luth of Grand Island; Nebraska, submitted a proposal in accordance with the terms of the Request for Proposals, such proposal being in the amount of \$312,000 for five years of audit services for fiscal years ending September 30, 2008 through 2012; and

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

1. The proposal of Almquist, Maltzan, Galloway & Luth of Grand Island; Nebraska, in the amount of \$312,000 to perform annual audits of the City and the Electric and Water Utilities for the fiscal years ending September 30, 2008 – 2012 is hereby approved as the best evaluated proposal submitted for that purpose.
2. A contract for such projects be entered into between the City and said accounting firm, \_\_\_\_\_ and the Mayor is hereby authorized and directed to execute such contract on behalf of the \_\_\_\_\_ City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 10, 2008.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 5, 2008	☐ City Attorney



# City of Grand Island

Tuesday, June 10, 2008

Council Session

## Item I1

**#2008-159 - Consideration of Request from The Firehouse LLC dba The Firehouse, 418 West 4th Street for a Class "C" Liquor License and Liquor Manager Request from Sarah Spencer, 1823 West 3rd Street**

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

Staff Contact: RaNae Edwards

RESOLUTION 2008-159

WHEREAS, an application was filed by The Firehouse LLC, doing business as The Firehouse, 418 West 4<sup>th</sup> Street 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 31, 2008; such publication cost being \$16.03; and

WHEREAS, a public hearing was held on June 10, 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 and with the restriction there be no involvement of any kind by John Spencer.

\_\_\_\_\_ 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 Sarah Spencer, 1823 West 3<sup>rd</sup> Street, 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, June 10, 2008.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
June 5, 2008	<input type="checkbox"/> City Attorney



# City of Grand Island

Tuesday, June 10, 2008

Council Session

## Item I2

**#2008-160 - Consideration of Request from Gibby's, Inc. dba  
Gibby's Pool Hall, 807 West 4th Street for an Addition to Class "C-  
35854" Liquor License**

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

Staff Contact: RaNae Edwards

RESOLUTION 2008-160

WHEREAS, an application was filed by Gibby's, Inc., doing business as Gibby's Pool Hall, 807 West 4<sup>th</sup> Street for an addition to their Class "C-35854" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on May 31, 2008; such publication cost being \$14.03; and

WHEREAS, a public hearing was held on June 10, 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: \_\_\_\_\_  
\_\_\_\_\_

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 10, 2008.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
June 5, 2008	<input type="checkbox"/> City Attorney





# City of Grand Island

Tuesday, June 10, 2008

Council Session

## Item I3

**#2008-161 - Consideration of Proposing a Ballot Measure to  
Prohibit the Addition of Fluoride to the City Water System**

Staff Contact: Jeff Pederson

# **Council Agenda Memo**

**From:** Jeff Pederson, City Administrator

**Meeting:** June 10, 2008

**Subject:** Proposing a Ballot Measure to Prohibit the Addition of Fluoride to the City Water System

**Item #'s:** I-3

**Presenter(s):** Jeff Pederson, City Administrator

## **Background**

Nebraska State Statutes Section 71-3305 requires all cities with a population of one thousand or more to add fluoride to their city water systems by June 1, 2010. This statute also allows the voters of a city to vote to prohibit the addition of fluoride to the city water system either through a petitioned referendum or as a result of a vote following action by the Governing Body to place the issue on the ballot.

## **Discussion**

Ballot language has been drafted as set forth in Resolution #2008-161 to allow for the voters of the City of Grand Island to vote on the issue of adopting or rejecting an ordinance to prohibit the addition of fluoride to the City water system. This issue, if approved by City Council, would be placed on the general election to be held on Tuesday, November 4, 2008.

Capital cost to install a fluoride system is estimated to be \$120,000. Placing the issue before the public on the November ballot would allow for the voters to make a determination on the issue prior to the time when the City would need to commit to the purchase of equipment to install the system in order to be compliant with the June, 2010 operation requirement.

## **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 Resolution #2008-161 authorizing at the general election to be held on Tuesday, November 4, 2008, the issue of whether the City of Grand Island should adopt or reject an ordinance to prohibit the addition of fluoride to the City water system be submitted to the qualified electors of the City.

### **Sample Motion**

Move to approve Resolution #2008-161.

RESOLUTION 2008-161

WHEREAS, Section 71-3305 of the Nebraska Statutes requires any city with a population of one thousand or more to add fluoride to the city's water system; and

WHEREAS, Section 71-3305 allows the voters of a city to vote to adopt an ordinance before June 1, 2010, to prohibit the addition of fluoride to the city water system; and

WHEREAS, Section 71-3305 authorizes the governing body to place the ordinance to prohibit the addition of fluoride to the city water system on the ballot; and

WHEREAS, the Mayor and City Council of the City of Grand Island, Nebraska, have determined that there is interest in determining whether fluoride should be added to the city's water system.

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

That at the general election to be held on Tuesday, November 4, 2008, the issue of whether the City of Grand Island, Nebraska, should adopt or reject an ordinance to prohibit the addition of fluoride to the City water system shall be submitted to the qualified electors of the City and to be presented in the following form:

Shall the City of Grand Island, Nebraska, adopt an ordinance to prohibit the addition of fluoride to the City's water system?

\_\_\_ Yes (To prohibit fluoride from the water system)

\_\_\_ No (Against the prohibition of fluoride from the water system)

Section 2. That the City Clerk is authorized and directed to certify a copy of this resolution to the election commissioner/county clerk at least fifty days prior to the election. The City agrees to reimburse the election commissioner/county clerk for the expenses of conducting the election, as required by law.

Adopted by the City Council of the City of Grand Island, Nebraska, June 10, 2008.

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Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, June 10, 2008

Council Session

## Item J1

### **Approving Payment of Claims for the Period of May 26, 2008 through June 10, 2008**

*The Claims for the period of May 28, 2008 through June 10, 2008 for a total amount of \$1,978,436.32. A MOTION is in order.*

Staff Contact: David Springer