
City of Grand Island



Tuesday, September 09, 2008

Council Session Packet

City Council:

Tom Brown
Larry Carney
John Gericke
Peg Gilbert
Joyce Haase
Robert Meyer
Mitchell Nickerson
Bob Niemann
Kirk Ramsey
Jose Zapata

Mayor:

Margaret Hornady

City Administrator:

Jeff Pederson

City Clerk:

RaNae Edwards

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

Call to Order

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

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

Invocation - Pastor George Oxford, First Church of the Nazarene, 1022 West 6th Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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

MAYOR COMMUNICATION

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



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item C1

Proclamation "Preparedness Month" September 2008

The U.S. Department of Homeland Security has designated the month of September as National Preparedness Month. Emergency preparedness is the shared responsibility of the entire nation. Citizens are encouraged to take steps to be better prepared. The Mayor has proclaimed the month of September 2008 as "Preparedness Month". See attached PROCLAMATION.

Staff Contact: Mayor Hornady

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

PROCLAMATION

WHEREAS, emergency preparedness is the shared responsibility of the entire nation and every community, business, and individual has a role to plan in preparing for emergencies; and

WHEREAS, the U.S. Department of Homeland Security has designated September as National Preparedness Month, to provide an opportunity to highlight the importance of emergency preparedness and encourage all Americans to take steps to be better prepared for emergencies in their homes, businesses, and schools; and

WHEREAS, federal, state, and local officials, and the private sector are working to deter, prevent, and respond to all types of emergencies. These activities, along with an active American community, contribute to a level of national preparedness that is critical to securing homeland; and

WHEREAS, National Preparedness Month is a nationwide coordinated effort that allows Americans to learn more about ways to prepare for all types of emergencies from natural disasters to potential terrorist attacks; and

WHEREAS, the U.S. Department of Homeland Security and the American Red Cross urge all Americans to take time during September 2008 to get an emergency supply kit, make a family emergency plan, be informed about different threats and their appropriate responses, and get involved in preparing their community.

NOW, THEREFORE, I, Margaret Hornady, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the month of September, 2008 as

"PREPAREDNESS MONTH"

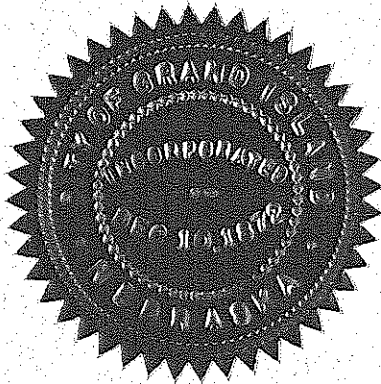
in the city of Grand Island, and encourage all citizens to recognize the importance of preparing for and responding to emergencies.

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

Margaret Hornady
Margaret Hornady, Mayor

Attest:

RaNae Edwards
RaNae Edwards, City Clerk





City of Grand Island

Tuesday, September 09, 2008

Council Session

Item C2

Proclamation "National Alcohol and Drug Addiction Recovery Month"

Substance abuse disorders impact 22.6 million people aged 12 or older in the United States. These are serious health care issues that can be treated to improve the quality of life for the entire community. Mayor Hornady has proclaimed the month of September, 2008 as "National Alcohol and Drug Addiction Recovery Month". See attached PROCLAMATION.

Staff Contact: Mayor Hornady

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

PROCLAMATION

- WHEREAS, treatment and long-term recovery from substance use disorders can offer a renewed outlook on life for those who are addicted and their family members; and
- WHEREAS, substance use disorders impact 22.6 million people aged 12 or older in the United States (or 9.2 percent of the population), which is more than 12 times the total population of Nebraska; and
- WHEREAS, people who receive treatment for substance use disorders can lead more productive and fulfilling lives, personally and professionally; and
- WHEREAS, studies have consistently found that individualized treatment is essential for people to be successful in their path of recovery; and
- WHEREAS, real stories of long-term recovery can inspire others to ask for help and improve their own lives, the lives of their families, and the entire community; and
- WHEREAS, it is critical that we educate our community members that substance abuse disorders are serious health care issues, but like other chronic diseases, they can be treated and thus improve the quality of life for the entire community; and
- WHEREAS, to help achieve this goal, the U.S. Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, the White House Office of National Drug Control Policy, Central Nebraska Council on Alcoholism and Addictions, Inc. and the Grand Island Substance Abuse Prevention Coalition invite all residents of Grand Island to participate in **National Alcohol and Drug Addiction Recovery Month (September)**.

NOW, THEREFORE, I, Margaret Hornady, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the month of September, 2008 as

***“NATIONAL ALCOHOL AND DRUG
ADDICTION RECOVERY MONTH”***

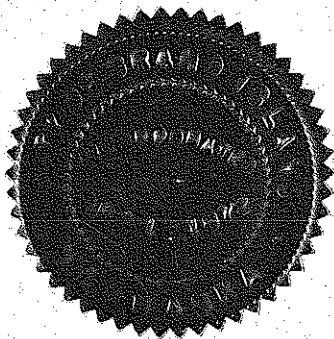
in the City of Grand Island, and encourage all citizens to celebrate this month by attending "Focus on Recovery" series at the Central NE Council on Alcoholism and Addictions supporting this year's theme, **"Join the Voices for Recovery: Real People, Real Recovery."**

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

Margaret Hornady
Margaret Hornady, Mayor

Attest:

RaNae Edwards
RaNae Edwards, City Clerk





City of Grand Island

Tuesday, September 09, 2008

Council Session

Item E1

**Public Hearing on Request from Harold E. & Kathy D.
Carmichael, Jr. dba OK Liquor, 305 West Koenig Street for a
Class “D” Liquor License**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: September 9, 2008

Subject: Public Hearing on Request from Harold E. and Kathy D. Carmichael, Jr. dba OK Liquor, 305 West Koenig Street for a Class “D” 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

Harold E. and Kathy D. Carmichael, Jr. dba OK Liquor, 305 West Koenig Street have submitted an application for a Class “D” Liquor License. A Class “D” Liquor License allows for the sale of alcohol off sale only inside the corporate limits of the city.

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.

On June 8, 2008, OK Liquor License D-15914 was cancelled by the Nebraska Liquor Control Commission. After review of the Police Department report (see attached) it is recommended that the City Council look at the totality of the circumstances surrounding the application of Harold E. and Kathy D. Carmichael, Jr. taking into consideration the past history of the Carmichael's.

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 does not make a recommendation.

Sample Motion

Move to either approve or deny the application from Harold E. and Kathy D. Carmichael, Jr. dba OK Liquor, 305 West Koenig Street for a Class "D" Liquor License.

INTEROFFICE
MEMORANDUM
Police Department



*Working Together for a
Better Tomorrow. Today.*

DATE: August 27, 2008

TO: RaNae Edwards, City Clerk

FROM: Dave Vitera, Sergeant Police Department

RE: Application for Class "C" Liquor License – OK Liquor
Harold E & Kathy D Carmichael, Jr.

The Grand Island Police Department has received an amendment to the liquor license application for OK Liquor. The amendment listed Kathy's undisclosed violations. From a law enforcement perspective, there are no other problems with the actual application. However, there is some concern since there is some history of selling to minors, and the license was just recently revoked. The dilemma is that there are no established guidelines that I'm aware of that spell out what's acceptable and what's unacceptable as to the number of violations an establishment has in relationship to the number of years they have been in business.

On August 26, 2008, I spoke to Harold Carmichael in my office. Harold said that he will be the sole person running the business, and he assured me that he is going to do everything in his power to prevent the sale of alcohol to minors. As always, the Council will have to look at the totality of the circumstances and make a recommendation.

DV/rk *Dave Vitera*



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item E2

**Public Hearing on Request from Roadhouse Garage, Inc. dba
Roadhouse Garage & Grill, 2710 Diers Avenue, Suite B for a Class
“C” Liquor License**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: September 9, 2008

Subject: Public Hearing on Request from Roadhouse Garage, Inc.
dba Roadhouse Garage & Grill, 2710 Diers Avenue,
Suite B for a Class “C” Liquor License

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

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

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

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

Discussion

Roadhouse Garage, Inc. dba Roadhouse Garage & Grill, 2710 Diers Avenue, Suite B 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.

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.

After review of the Police Department report (see attached) it is recommended that the City Council approve the application of Roadhouse Garage, Inc. with the restrictions that Sarah Tjaden and Jeff Leo have no involvement in the operation of the business and contingent upon final inspections.

Also included with the application was a request from Simon Jensen, 642 4th Street, Hampton, Nebraska for a Liquor Manager designation.

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 of the Roadhouse Garage, Inc. dba Roadhouse Garage & Grill, 2710 Diers Avenue, Suite B for a Class "C" Liquor License contingent upon final inspection and with the restrictions that Sarah Tjaden and Jeff Leo have no involvement in the operation of the business. Also approve the request from Simon Jensen, 642 4th Street, Hampton, Nebraska for a Liquor Manager designation, contingent upon Mr. Jensen completing a state approved alcohol server/seller training program.

INTEROFFICE
MEMORANDUM
Police Department



*Working Together for a
Better Tomorrow. Today.*

DATE: September 3, 2008

TO: RaNae Edwards, City Clerk

FROM: Dave Vitera, Sergeant, Police Department

RE: Class "C" Liquor License Application Roadhouse Garage, Inc,
dba Roadhouse Garage & Grill, 2710 Diers Avenue, Suite B,
Grand Island, Nebraska; liquor manager application – Simon Jensen

A copy of a liquor license application for the Roadhouse Bar and Grill and a copy of Liquor Manager Application for Simon Jensen, pending purchaser of the Roadhouse Garage, Inc. The business is currently owned by Sarah Tjaden who has an upcoming hearing with the Liquor Control Commission for alleged violations of her liquor license. Sara had an agreement to sell the business to Thomas Schutte. Thomas withdrew his application for a liquor license.

I checked Simon through Spillman and NCJIS and did not find any undisclosed violations. According to his application, Simon has lived in Nebraska for at least the last ten years.

On August 27, 2008, I spoke to Simon over the phone on two different occasions for a total of about forty minutes. Simon told me that he is currently living in Hampton, but is in the process of moving to Grand Island. I told Simon that I didn't have any objections to the approval of his license at this time. However, I also told him that there would probably be a recommendation that a restriction be placed on the license that excludes involvement of any kind by Sara Tjaden and Jeff Leo.

Simon said that he had planned on asking Sarah to tend bar. I told him that if he gets a license with the Tjaden/Leo exclusion restriction, she will not be able to tend bar.

I noticed that a hand-written letter from Simon is included in the application. The letter states that Lois A. Bare is just cosigning on the lease agreement and has no other interest in the bar. I also noticed that Lois Ann Caster is listed as Simon's mother on his birth certificate. Simon said that Lois Bare is his mother, and she recently remarried.

Simon went on to say that his mother is "fronting" him the money to buy the bar. On Simon's application, he listed that he is borrowing money from Cornerstone Bank to establish and/or operate the business. Simon said he planned on borrowing money from Cornerstone when he filled out the application, but he has since changed his plans. He informed me that Lois A. Bare or Jensen Farms should be listed on the application instead of Cornerstone Bank.

Simon also told me that he was at the Roadhouse last week when there was a live band playing. He thought the music was too loud, so he took it upon himself to check with one of the neighbors. Simon said he could hear the music in the neighbor's living room. Simon said it wasn't as bad as a booming car stereo, but it was constant. Simon went back to the bar to tell them to turn it down, and the police were already there.

All in all, after Simon made a clarification on his application, I did not find any other problems. Simon is aware of the possibility of a restriction being placed on his license that excludes involvement of any kind by Sara Tjaden and Jeff Leo, and he pledged to abide by it. He also appears to have good intentions about having the Roadhouse Bar & Grill be a good neighbor to the surrounding residential area. The Police Department has no objection to the issuance of a liquor license to the Roadhouse Garage, Inc, dba Roadhouse Garage and Grill and to Simon Jensen being the liquor manager.

DV/rk

Don Vetter



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item E3

**Public Hearing Concerning Acquisition of Utility Easement - 820
N. Webb Road - LBJM, LLC**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director
Meeting: September 9, 2008
Subject: Acquisition of Utility Easement – 820 North Webb Road
– LBJM, LLC
Item #'s: E-3 & G-3
Presenter(s): Gary R. Mader, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of LBJM, LLC, located on the west side of the building located at 820 North Webb Road, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used to place underground electric cable and a pad-mounted transformer to serve their new building.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.

MEADOWLARK

LOT 8

WEST

NW CORNER-
LOT 13, MEADOWLARK
WEST 4TH SUB.

EXISTING
12' EASEMENT

NORTHERLY LINE-
LOT 13, MEADOWLARK
WEST 4TH SUB.

WESTERLY LINE-
LOT 13, MEADOWLARK
WEST 4TH SUB.

POINT OF BEGINNING

30' PRIVATE DRIVE &
UTILITY EASEMENT

OUTLOT "A"
DETENTION CELL B-6A

LOT 13

FOURTH

SUBDIVISION

EXISTING
10' EASEMENT

60' DRAINAGE EASEMENT

SECTION LINE

FAIDLEY AVENUE

SECTION LINE

WEBB ROAD

LEGEND



INDICATES UTILITY
EASEMENT



CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: K.J.M.	SCALE: 1"= 60'
DATE: 8/21/2008	MEADOWLARK WEST



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item E4

**Public Hearing Concerning Acquisition of Utility Easement - 4201
Gold Core Drive - Scannell Properties #106, LLC**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: September 9, 2008

Subject: Acquisition of Utility Easement – 4201 Gold Core Drive
– Scannell Properties #106, LLC

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

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

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Scannell Properties #106, LLC, located at the Federal Express building at 4201 Gold Core Drive, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used to place underground electric cable and a pad-mounted transformer to serve the new Federal Express building.

Alternatives

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

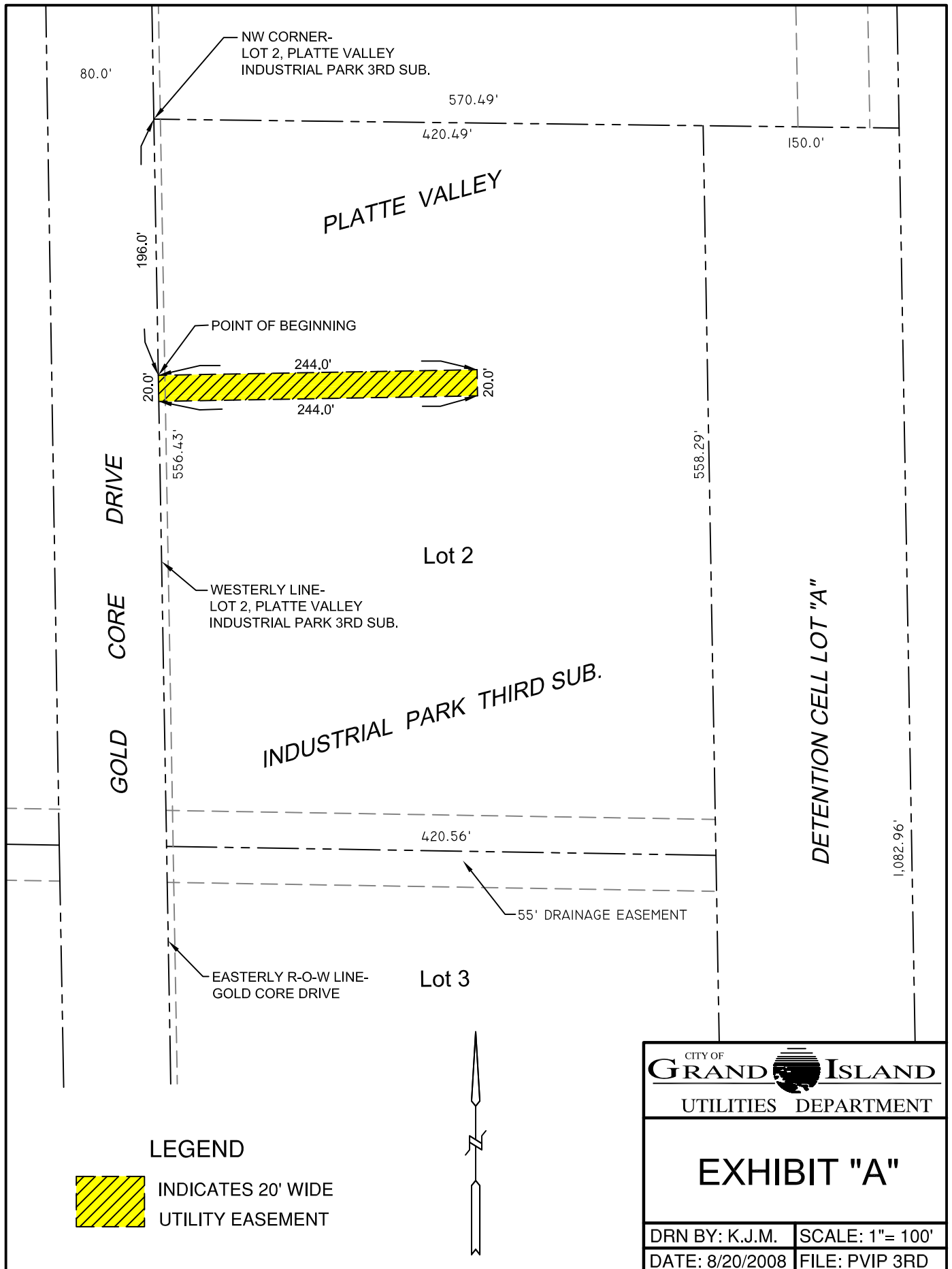
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, September 09, 2008

Council Session

Item E5

**Public Hearing on Creation of Business Improvement District #6,
Second Street**

Staff Contact: Wes Nespor

Council Agenda Memo

From: Legal Department

Meeting: September 9, 2008

Subject: Public Hearing and Ordinance to Establish Business Improvement District #6 and #7

Item #'s: E-5, E-6, F-6 & F-7

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

Background

The Mayor and Council set preliminary boundaries and appointed an initial Board of Directors to Business Improvement District (BID) #6 and #7. The Board has recommended formal creation of new districts and the Regional Planning Commission concurs in that recommendation.

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. The next stage in the process for BID #6 and #7 is to hold a public hearing to hear all protests and receive evidence for or against the District and to adopt the Ordinance formally creating the District. There must be a ruling upon all the protests prior to the close of the hearing. This can be in the form of a motion to determine the protests are valid and that they constitute less than or more than 50% of the assessable units of real estate in the District. After the hearing, if the owners of less than 50% of the assessable units have protested the Districts, Council may adopt an Ordinance to create the Districts.

Alternatives

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

DISTRICT #6 and #7 HEARING

1. Move to determine that the protests are valid and constitute less than 50% of the assessable units in the District.
2. Move to determine that the protests are valid and constitute more than 50% of the assessable units in the District.
3. Continue the hearing from time to time.

DISTRICT #6 ORDINANCE

4. Upon conclusion of the hearing, move to adopt the ordinance creating the District.
5. Take no action on the issue.

DISTRICT #7 ORDINANCE

6. Upon conclusion of the hearing, move to adopt the ordinance creating the District.
7. Take no action on the issue.

Recommendation

City Administration recommends that Council adopt the Ordinance creating BID #6 and #7 after hearing.

Sample Motion

Move to determine that the protests for District #6 are valid but constitute less than 50% of the assessable units in the District.

Move to determine that the protests for District #7 are valid but constitute less than 50% of the assessable units in the District.

Move to adopt the Ordinance creating Business Improvement District #6.

Move to adopt the Ordinance creating Business Improvement District #7.



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item E6

**Public Hearing on Creation of Business Improvement District #7,
South Locust from Stolley Park Road to Highway 34**

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

Staff Contact: Wes Nespor



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item E7

**Public Hearing on General Property, Parking District #2 (Ramp)
and Community Development Authority Tax Request**

Staff Contact: David Springer

Council Agenda Memo

From: Dave Springer, Finance Director

Meeting: September 9, 2008

Subject: Public Hearing and Resolution Approving General Property, Parking District No. 2 (Ramp), and Community Redevelopment Authority Tax Request

Item #'s: E-7 & I-3

Presenter(s): Dave Springer, Finance Director

Background

Nebraska State Statute 77-1601-02 requires that the City of Grand Island conduct a public hearing if the property tax request changes from one year to the next. Our general property tax request increased from \$5,280,591 for FY2007-2008 to \$5,711,871 for FY2008-2009, or an increase of \$431,280. This represents an 8.17% increase in actual tax dollars, a 4.9% increase in the City's levy.

The property tax request for Parking District No.2, also known as the Parking Ramp (Fund 271), remained the same from FY2007-2008 to FY2008-2009, at \$9,000. Parking District No. 2's levy increased by 3.6%, while the districts valuation decreased by 3.5%. This is the sixth consecutive year that the tax asking has been reduced or held the same for the Parking Ramp.

The property tax request for the Community Redevelopment Authority decreased from \$500,000 requested in FY2007-2008 to \$475,000 for FY2008-2009. This represents a 5.0% decrease in tax dollars and a 7.9% decrease in the CRA's levy.

Discussion

The City Council needs to pass a resolution by majority vote setting the property tax request for the general property tax at \$5,711,871, the Parking District No.2 property tax at \$9,000, and the Community Redevelopment Authority property tax at \$475,000. The property tax request was published in the Grand Island Independent on September 5, 2008. It is appropriate at this time to solicit public comment. The action is contained under Resolutions. This represents the final action to be taken on the FY2008-2009 Budget.

Alternatives

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

1. Approve the General Property, Parking District No. 2, and CRA tax requests.
2. Modify the Budget and tax requests.

Recommendation

City Administration recommends that the Council approve the tax requests and levies as presented.

Sample Motion

Move to approve the FY 2008-2009 General Property, Parking District No.2, and Community Redevelopment Authority tax requests and levies, as presented in the related Resolution.



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item E8

**Public Hearing on Request from Grand Island Public Schools for a
Conditional Use Permit for Concrete Parking Lot for Gates
Elementary School Located at 2723 West Louise Street**

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: September 9, 2008

Subject: Request of Grand Island Public Schools for Approval of a Conditional Use Permit to Construct a Parking Lot at 2723 West Louise Street

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

Presenter(s): Craig Lewis, Building Department Director

Background

This request is for approval of a conditional use permit to allow for the construction of a parking lot at the above referenced address. The property is currently zoned R-2 Low Density Residential and as such a parking lot is a listed conditional use. Conditional uses as listed in the zoning code must be approved by the city council after a finding that the proposed use promotes the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Discussion

This proposal is to construct a concrete parking lot on a residential zoned property east of Gates school. The property is located east of the school and southeast of the intersection of Louise St. and Ingalls St. A dwelling has been removed to facilitate the construction and provide parking for the elementary school. Because the property is zoned R-2 the landscaping regulations provided in the City code are not required. The Building Department would suggest that as this property is in a predominantly residential neighborhood and the Council has the opportunity to provide conditions with the approval, that the landscaping requirements provided in section 36-102 of the City code be applicable with the construction of this parking lot. The landscape provisions in the City code would require a six foot landscape buffer adjacent to the street, which has been reflected in the proposed plan, and plantings of two canopy trees, two understory trees, and six shrubs, which are not currently identified in the proposed plan.

Alternatives

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

1. Approve the request for a conditional Use Permit finding that the proposed use is a listed conditional use in the zoning code and that it will not be detrimental to public health, safety, and the general welfare of the community.
2. Disapprove or Deny the request finding that the proposal does not conform to the purpose of the zoning regulations.
3. Modify the request to meet the wishes of the Council.
4. Refer the matter to a special committee for a determination of a finding of fact.
5. Table the issue

Recommendation

City Staff recommends that the Council approve the conditional use permit with the condition that landscaping is provided in compliance with section 36-102 of the zoning regulations and finding that the request does promote the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Sample Motion

Move to approve the requested conditional use permit as specified in the staff recommendation published in the Council packet and presented at the City Council meeting and finding that the application will conform with the purpose of the zoning regulations.

Conditional Use Permit Application

pc: Building, Legal, Utilities
Planning, Public Works

1. The specific use/construction requested is: Parking lot for Gates Elementary School
2. The owner(s) of the described property is/are: Grand Island Public Schools
3. The legal description of the property is: West 54' of Lot 4, Block 2, Gladstone Place
4. The address of the property is: 2723 West Louise Street
5. The zoning classification of the property is: R-2 Low Density Residential
6. Existing improvements on the property is: None
7. The duration of the proposed use is: Lifetime of the school
8. Plans for construction of permanent facility is: Concrete parking lot
9. The character of the immediate neighborhood is: Residential
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: Conditional use permit for concrete parking lot for Gates Elementary School.

I/We do hereby certify that the above statements are true and correct and this application is signed as an acknowledgement of that fact.

8/28/08

Date

D. J. P. [Signature]

Owners(s)

308-385-5900

Phone Number

PO Box 4904

Address

Grand Island

City

NE

State

68802-4904

Zip

Please Note: Delays May Occur if Application is Incomplete or Inaccurate.

BUILD 6 S.Y. OF 5" CONCRETE SIDEWALK,
1-CURB RAMP, CURB RAMP SUBSIDIARY TO
5" CONCRETE SIDEWALK

LOUISE STREET

BUILD 6 S.Y. OF 5" CONCRETE SIDEWALK
1-CURB RAMP, CURB RAMP SUBSIDIARY TO
5" CONCRETE SIDEWALK

INGALLS ST.

10 S.Y. OF 5" CONCRETE SIDEWALK

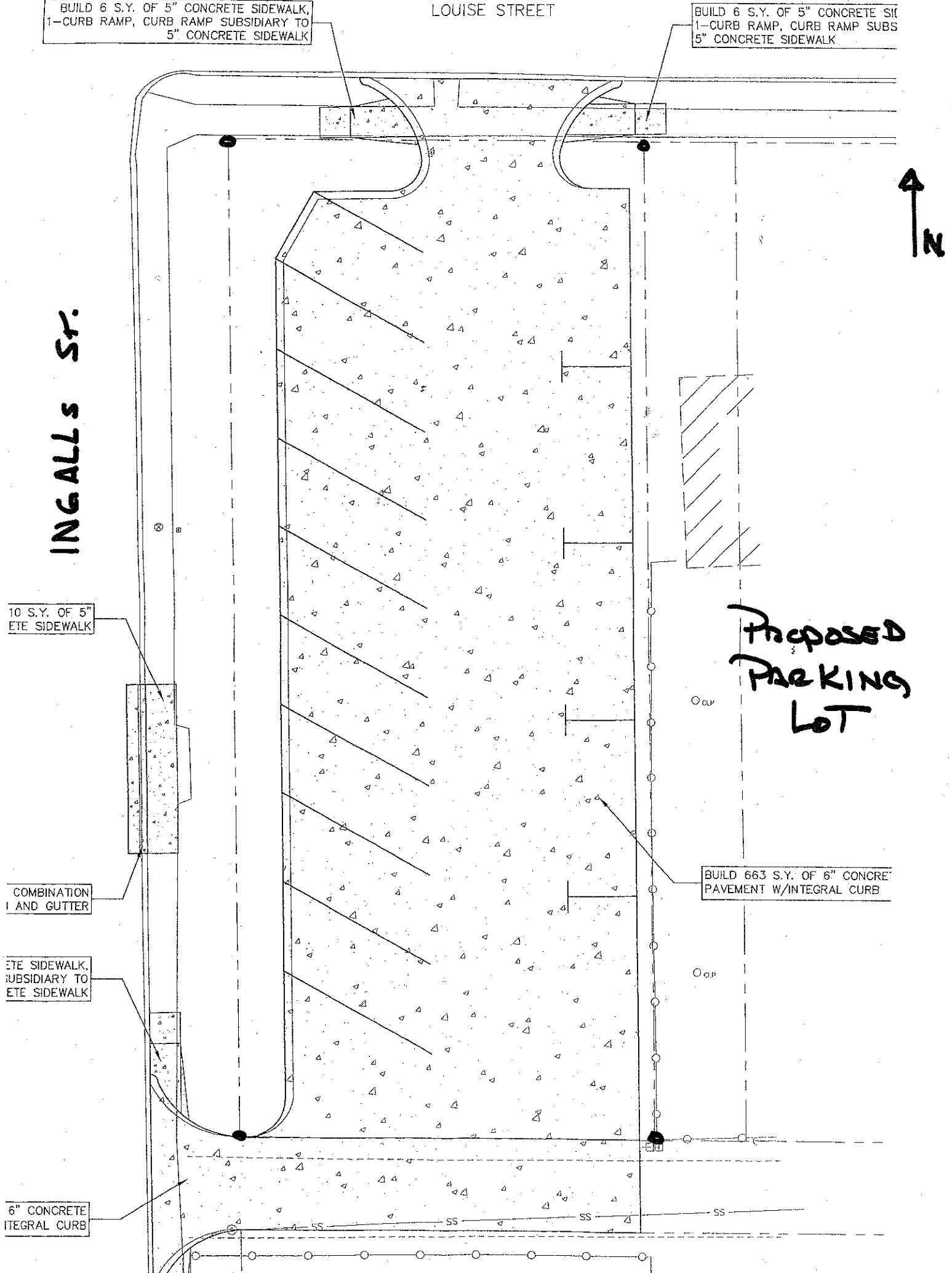
COMBINATION
SIDEWALK AND GUTTER

5" CONCRETE SIDEWALK,
SUBSIDIARY TO
5" CONCRETE SIDEWALK

6" CONCRETE
SIDEWALK WITH
INTEGRAL CURB

Proposed
PARKING
LOT

BUILD 663 S.Y. OF 6" CONCRETE
PAVEMENT W/INTEGRAL CURB



BUILD 6 S.Y. OF 5" CONCRETE SIDEWALK,
1-CURB RAMP, CURB RAMP SUBSIDIARY TO
5" CONCRETE SIDEWALK

LOUISE STREET

BUILD 6 S.Y. OF 5" CONCRETE SI
1-CURB RAMP, CURB RAMP SUBS
5" CONCRETE SIDEWALK



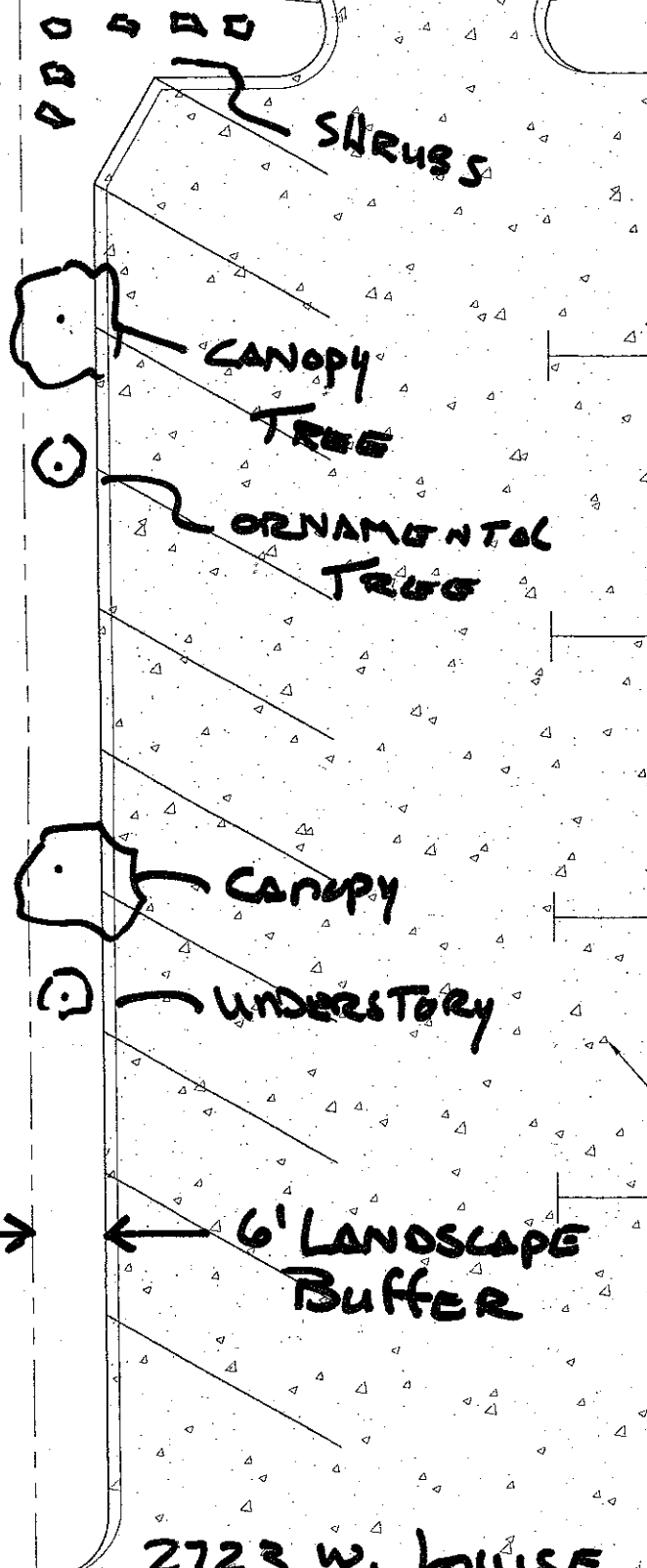
INGALLS ST.

10 S.Y. OF 5" CONCRETE SIDEWALK

COMBINATION
SIDEWALK AND GUTTER

5" CONCRETE SIDEWALK,
SUBSIDIARY TO
5" CONCRETE SIDEWALK

6" CONCRETE SIDEWALK
WITH INTEGRAL CURB



RECOMMENDED
LANDSCAPING

BUILD 663 S.Y. OF 6" CONCRETE
PAVEMENT W/INTEGRAL CURB

CLIP

CLIP

2723 W. LOUISE



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item E9

**Public Hearing for a Community Development Block
Grant/Planning Grant Application for Cornhusker Industrial Park**

Staff Contact: Jonik

Council Agenda Memo

From: Joni Kuzma, Community Development Administrator

Meeting: September 9, 2008

Subject: Approving Community Development Block
Grant/Planning Grant Application for Cornhusker
Industrial Park

Item #'s: E-9 & G-17

Presenter(s): Joni Kuzma, Community Development Administrator

Background

The City of Grand Island is eligible to apply for Community Development Block Grant funding for a short-term planning grant to formulate a development plan for the re-use of a 1,700 acre military munitions production facility into a regional industrial center. In August, the Grand Island City Council approved use of \$43,750 in Revolving Loan funds to update a previously completed Environmental Review for the Cornhusker Industrial Park (CAAP) and an analysis of the existing water system and options for sanitary sewer.

This application is consistent with prior Council action and will request \$75,000 in funding from the Nebraska Department of Economic Development or 50% of the estimated total project cost of \$150,000. The matching 50% will come from a Department of Commerce, Economic Development Agency grant, which has already been secured.

A public hearing notice is required 10 days prior to such hearing at a regularly scheduled Council meeting. A legal notice was published August 30, 2008 in the Grand Island Independent for a public hearing at the September 9, 2008 Council meeting.

Discussion

At this time the Council is requested to approve the Community Development Block Grant/Planning Grant application to fund a development plan for re-use of the Cornhusker Industrial Park.

Alternatives

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

1. Move to approve the Community Development Block Grant/Planning Grant application to fund a development plan for re-use of the Cornhusker Industrial Park and authorize the Mayor to sign all related documents.
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the Community Development Block Grant/Planning Grant application to fund a development plan for re-use of the Cornhusker Industrial Park and authorize the Mayor to sign all related documents.

Sample Motion

Move to approve the Community Development Block Grant/Planning Grant application to fund a development plan for re-use of the Cornhusker Industrial Park and authorize the Mayor to sign all related documents.

August 28, 2008

Mr. Gary Hamer
Deputy Director
Nebr. Dept. Econ. Dev.
301 Centennial Mall South
P.O. Box 94666
Lincoln, Ne. 68609

Dear Mr. Hamer:

This letter is a cover letter for a request for CDBG funds for a short-term planning grant to formulate a development plan for the re-use of a 1,700 acre military munitions production facility into a regional industrial center. The proposed project will be considered for \$75,000 in CDBG funds, or 50 percent of the estimated total project cost of \$150,000. The matching 50 percent will be from an EDA grant, which has already been secured.

The economic impact to the region is expected to be enormous. The area consists of 1700 acres formerly known as the Load lines 2, 3 and 4 of the Cornhusker Army Ammunition Plant. The intent is to develop and market the land for industrial development purposes. The advantages of this property include dual access railroad, residential restricted area, and superior access to major highways. The intent would be to recruit businesses and industries that would create jobs and increase the tax base for the region.

The scope of work for the planning phase would include:

- a. A detailed description of the area
- b. An environmental review of existing Army and EPA studies
- c. An inventory of existing building including their conditions.
- d. Inventory all exiting infrastructure
- e. Identify industry targets for the area
- f. Identify needs for new infrastructure including railroad, streets, sewer, water, electrical and communications and costs associated with each
- g. Interview and review businesses plans of existing companies adjacent to property.

The components of the planning phase would be:

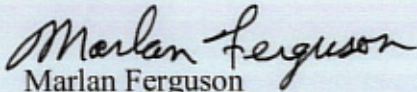
- a. Procurement of services and enter into contract for the scope of work.
- b. Complete work, with regular scheduled meetings with owner and community
- c. Plan review and project acceptance.
- d. Close out.

The economic development needs of the project are for re-development of infrastructure on a brown field area. The project will allow an opportunity for Intermodal / Logistical transportation facilities, potential foreign trade zone, and attracting manufacturing companies, specifically for value added agriculture products. The existing companies in the area would also benefit by the updated infrastructure and have the potential for growth as well.

We believe the requested funds for this short term planning grant follows the strategic plan of the NDED and would ask for the expeditious approval of this request.

Let me know if you need further information and thanks for you assistance.

Sincerely;


Marlan Ferguson
President

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

Application Number

08-PP-

Date Received

Application Date

2008**PART I. GENERAL INFORMATION****TYPE OR PRINT ALL INFORMATION**

1. APPLICANT IDENTIFICATION Applicant Name <u>City of Grand Island</u> Mailing Address <u>P.O. Box 1968</u> City, State, Zip <u>Grand Island, NE 68802</u> Local Government Contact <u>Joni Kuzma</u> Telephone # <u>(308) 385-5444, ext. 248</u> Fax Number <u>(308) 385-5423</u> Federal ID # <u>47-6006205</u> Email Address <u>jkuzma@grand-island.com</u>	2. PERSON PREPARING APPLICATION Name <u>Joni Kuzma</u> Address <u>P.O. Box 1968</u> City, State, Zip <u>Grand Island, NE 68802</u> Telephone <u>(308) 385-5444, ext. 248</u> Fax <u>(308) 385-5423</u> Federal ID/SS# _____ Email Address <u>jkuzma@grand-island.com</u> Application Preparer (Check one) <input checked="" type="checkbox"/> Local Staff <input type="checkbox"/> Out-of-State Consultant <input type="checkbox"/> In-State Consultant <input type="checkbox"/> Non-Profit Organization <input type="checkbox"/> Economic Development District
3. DEVELOPMENT CATEGORY <input checked="" type="checkbox"/> Planning	6. FUNDING SOURCES CDBG Funds Requested \$ <u>75,000</u> Other Funds \$ <u>75,000</u> Total Project Funds \$ <u>150,000</u> (ROUND AMOUNTS TO THE NEAREST HUNDRED DOLLARS.)
4. APPLICATION TYPE <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Joint (List other applicants in box #7)	7. PROJECT NAME AND LOCATION <u>Mega-site Planning Grant</u>
5. SERVICE AREA Area to be served (city, county, region, etc.) <u>Hall County</u> Legislative District <u>35</u> Congressional District <u>3</u>	

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

The City of Grand Island is applying for a \$75,000 Community Development Block Grant for a short-term planning grant to formulate a development plan for the re-use of a 1,700 acre military munitions production facility into a regional industrial center. A match of \$75,000 has been secured from the Department of Commerce, Economic Development Agency and will be combined with grant funds for a total project cost of \$150,000. .

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

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

Signature in ink	Margaret Hornady, Mayor Typed Name and Title	Date Signed
Attest	RaNae Edwards, City Clerk Typed Name and Title	Date Signed

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

Activity Code	Activity	*National Objective	Proposed Units of Accomplishment	CDBG Funds	Other Funds	Total Funds	Sources of Other Funds
0630	Planning	SBA		75,000	75,000	150,000	Economic Development Agency
0180	Total Non-Administration						
0181	General Administration						
1000	TOTAL PROGRAM COSTS			\$75,000	\$75,000	150,000	

Note: Please make sure your math is correct!

Clarification for the above activities should be directed to DED.

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

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

Refer to Part III Project Description, Item 7 National Objectives page 10 and Section 2.01, pages 24-26.

LMA: Benefit Low/Moderate Income Persons on an area basis. Census Data ____% or income survey ____%

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

LMH: Benefit Low/Moderate Income Households

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

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

ACCOMPLISHMENT:

(P) = Proposed number of people benefiting 55,555 (population of Hall County).

PART III. PROJECT DESCRIPTION AND IMPACT

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

PART IV. PROJECT BUDGET

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

PART V. REQUIRED EXHIBITS

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

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

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



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item E10

**Public Hearing for Lease Purchase of Building Located on
Property Owned by Hall County Livestock Improvement
Association (Fonner Park)**

Staff Contact: Jeff Pederson

Council Agenda Memo

From: Jeff Pederson, City Administrator

Meeting: September 09, 2008

Subject: State Fair Action Items for City Participation in
Financing-Occupation Tax on Food Services and Lease
Purchase of Building

Item #'s: E-10, F-9 & I-5

Presenter(s): Jeff Pederson, City Administrator

Background

For several months, the City has been a participant in efforts to formulate a favorable response to the opportunity that Grand Island was granted by the Unicameral to become the new host City for the Nebraska State Fair. The action steps associated with this memo constitute a pathway by which the City of Grand Island assumes a leadership role in partnership with the community and with Fonner Park that makes possible the contribution of \$5 million of public funding towards the \$8.5 million required for the community to become the new host of the Nebraska State Fair.

Negotiations are on-going between the City and Fonner Park for agreements that would permit the construction of a building by the City at Fonner Park, the value of which would contribute to the \$8.5 million city contribution to the State Fair. The building would be managed by Fonner Park under a Management Agreement between Fonner Park and the City. A Special Council Meeting has been called for September 11 for the purpose of the City Council executing separate agreements with Fonner Park for ground lease and for building management.

Discussion

Following thorough review of means by which the City might contribute substantially to the requirement of LB 1116 for \$8.5 million in order to become host City for the Nebraska State Fair, it has been determined that a new occupation tax on Food Services, Beverage Places, and Restaurants is the most effective means of generating revenue

sufficient for the City to make a contribution of \$5 million as well as to meet statutory expenses as host City for the State Fair. Proposed Ordinance 9189 would place a 1.5% tax, effective December 1, 1008, upon sale of prepared/served food and non-alcoholic beverage in the City of Grand Island.

Resolution No. 2008-255 authorizes the City to enter in to a Lease Purchase Agreement with Wells Fargo Brokerage Services, LLC whereby Wells Fargo would finance the construction of a building valued at \$5 million which would be leased from Wells Fargo Brokerage Services, LLC to the City with the City to take full ownership upon making the final lease payment. It is anticipated that the building would be a 50,000 square foot structure located on the campus of Fonner Park, which is expected to be the new home of the Nebraska State Fair.

Alternatives

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

1. Move to approve the Ordinance and the Resolution
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 both the Ordinance and Resolution.

Sample Motion

Move to approve Ordinance No. 9189 and Resolution #2008-255.

LEASE-PURCHASE AGREEMENT

Between

WELLS FARGO BROKERAGE SERVICES, LLC

As Lessor

and the

The City of Grand Island, Nebraska

As Lessee

Dated as of the ____ day of _____, 2008

LESSOR'S ORIGINAL

Prepared by:

Wells Fargo Brokerage Services, LLC
Public Finance Department
Your Address, Your MAC Code
Your City, Your State XXXXX

THIS LEASE-PURCHASE AGREEMENT dated as of the ____ day of _____, 20__ (the Lease), by and between WELLS FARGO BROKERAGE SERVICES, LLC, as lessor (Lessor), whose address is Public Finance Department, Your Address, Your MAC Code, Your City, Your State XXXXX, and the City of Grand Island, Nebraska, as lessee (Lessee) whose address is P.O. Box 1968, 100 East First Street, Grand Island, Nebraska 68802-1968.

WITNESSETH:

WHEREAS, Lessee is authorized by law to acquire such items of property as are needed to carry out its governmental functions, and to acquire such property by entering into lease-purchase agreements; and

WHEREAS, Lessee and Hall County Livestock Improvement Association (the "Association") have entered into a Lease dated as of _____, 2008 (the Ground Lease), whereby the Association has leased to Lessee certain land described in Exhibit A hereto (the Land); and

WHEREAS, Lessee has granted certain license and easement rights with respect to and under its rights provided for in the Ground Lease to Lessor under the terms of a License and Easement dated _____, 2008; and

WHEREAS, Lessor has agreed to lease certain improvements constructed on the Land (the Improvements) to Lessee, pursuant to this Lease; and

WHEREAS, Lessee has determined that it is necessary and desirable for it to finance under this Lease the acquisition of such Improvements upon the Land;

NOW THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified.

Closing Date: The date upon which the amount specified in Section 2.3 is deposited with the Escrow Agent.

Escrow Agent: Lessor, acting as escrow agent, pursuant to the terms and conditions of the Escrow Agreement, or any successor appointed and so acting under the terms of the Escrow Agreement.

Escrow Agreement: The Escrow Agreement dated as of the date hereof, by and between Lessee, and Lessor, acting as escrow agent, and any replacement thereof or supplement thereto.

Fiscal Year: The twelve month fiscal period of Lessee which commences on October 1 in every year and ends on the following September 30.

Ground Lease: The Ground Lease Agreement dated as of the date hereof, by and between the Association and Lessee, whereby the Association has leased the Land to Lessee.

Independent Counsel: An attorney duly admitted to the practice of law before the highest court of the State who is not a full-time employee of Lessor or Lessee.

Improvements: The improvements described on Exhibit A hereto, and all repairs, replacements, substitutions and modifications thereto.

Interest: The portion of any Rental Payment designated as and comprising interest as shown in the attached Exhibit B.

Land: The land described on Exhibit A hereto.

License and Easement. The License and Easement providing certain rights for Lessor with respect to Lessee's interest in the Land under the Ground Lease.

Net Proceeds: Any insurance proceeds or condemnation award, paid with respect to the Project, remaining after payment therefrom of all expenses incurred in the collection thereof.

Payment Date: The date upon which any Rental Payment is due and payable as provided in Exhibit B.

Permitted Encumbrances: As of any particular time: (i) liens for taxes and assessments not then delinquent, or which Lessee may, pursuant to provisions of Section 7.3 hereof, permit to remain unpaid, (ii) this Lease, the Ground Lease and amendments thereto, (iii) Lessor's interest in the Project, and (iv) any construction, mechanic's, laborer's, materialmen's, supplier's or vendor's lien or right not filed or perfected in the manner prescribed by law, other than any lien arising through a Contractor or which Lessee may, pursuant to Article VIII hereof, permit to remain unpaid.

Principal: The portion of any Rental Payment designated as principal in the attached Exhibit B.

Project: The Land and the Improvements.

Purchase Option Price: With respect to the Project, as of the Payment Dates specified in the attached Exhibit B, the amount so designated and set forth opposite such date.

Rental Payment: The payment due from Lessee to Lessor on each Payment Date during the Term of this Lease, as shown on Exhibit B.

State: The State of Nebraska.

State and Federal Law or Laws: The Constitution and any law of the State and any rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any federal agency.

Term of this Lease or Lease Term: The period during which this Lease is in effect as specified in Section 4.1.

Section 1.2. Exhibits.

The following Exhibits are attached to and by reference made a part of this Lease:

Exhibit A: A description of the Land and Improvements subject to this Lease.

Exhibit B: A schedule indicating the date and amount of each Rental Payment coming due during the Lease Term, the amount of each Rental Payment comprising Principal and Interest, and the price at which Lessee may exercise its option to purchase Lessor's interest in the Project in accordance with Article X.

Exhibit C: A certificate of officers of Lessee as to certain matters relating to the Lease, the Ground Lease and the Escrow Agreement.

Exhibit D: A form of opinion of counsel to Lessee.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of Lessee. Lessee represents, covenants and warrants as follows:

- (a) Lessee is a duly formed and validly existing political subdivision of the State, governed by the Constitution and laws of the State.
- (b) Lessee is authorized under the Constitution and laws of the State (specifically Section 19-2421, R.R.S. Neb. 1997, referred to herein as the Act) to enter into this Lease and the Escrow Agreement and the transactions contemplated thereby, and to perform all of its obligations thereunder.
- (c) The officers of Lessee executing this Lease, the Ground Lease and the Escrow Agreement have been duly authorized to execute and deliver such documents under the terms and provisions of a resolution of Lessee's governing body, or by other appropriate official action.
- (d) In authorizing and executing this Lease, Lessee has complied with all public bidding and other State and Federal Laws applicable to this Lease and the acquisition of the Improvements by Lessee.
- (e) Lessee will not pledge, mortgage or assign this Lease, or its duties and obligations hereunder to any other person, firm or corporation except as provided under the terms of this Lease.
- (f) Lessee will use the Project during the Lease Term only to perform essential governmental functions or governmental and proprietary functions relating to and supporting the Nebraska State Fair.
- (g) Lessee will take no action that would cause the Interest portion of the Rental Payments to become includable in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the Code), and Treasury Regulations promulgated thereunder (the Regulations), and Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the Interest portion of the Rental Payments does not become includable in gross income of the recipient for federal income tax purposes under the Code and Regulations.
- (h) Lessee has funds available and properly appropriated or subject to appropriation to pay Rental Payments until the end of the current Fiscal Year. Lessee has never terminated, or threatened to terminate, a lease-purchase or similar agreement for failure of its governing body to appropriate funds sufficient to perform its obligations thereunder for any fiscal year.

(i) Lessee will execute and deliver on the Closing Date a certificate substantially in the form of Exhibit C hereto, and Lessee will cause its legal counsel to provide a legal opinion to Lessor substantially in the form of Exhibit D hereto, dated as of the Closing Date.

Section 2.2. Representations, Covenants and Warranties of Lessor. Lessor represents, covenants and warrants as follows:

(a) Lessor is a limited liability company duly organized, existing and in good standing; has power to enter into this Lease, the Ground Lease and the Escrow Agreement; is possessed of full power to own and hold real and personal property, and to lease the same; and has duly authorized the execution and delivery of this Lease, the Ground Lease and the Escrow Agreement.

(b) Neither the execution and delivery of this Lease, the Ground Lease and the Escrow Agreement, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessor is now a party or by which Lessor is bound, constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Lessor, or upon the Project except Permitted Encumbrances.

Section 2.3. Deposit of Funds. Upon execution of this Lease and the Ground Lease, Lessor shall deposit the sum of \$5,000,000 into escrow pursuant to the terms and conditions of the Escrow Agreement which amount shall be disbursed by the Escrow Agent in payment of the costs of the Improvements in accordance with this Lease and the Escrow Agreement.

ARTICLE III

LEASE OF PROJECT

Section 3.1. Lease. (a) Lessor hereby leases the Improvements to Lessee, and Lessee hereby leases the Improvements from Lessor, upon the terms and conditions set forth in this Lease. Lessee hereby covenants and warrants that it has full right, title and authority to grant the license and easement rights granted and/or confirmed in this Section 3.1 and further covenants and warrants that it will defend such rights in Lessor against the claims of all persons whomsoever. Lessee (as easement grantor) hereby grants to Lessor (in the separate capacity of easement grantee) a license and easement with respect to the tracts of real estate located in the City of Grand Island, Hall County, Nebraska, which are described as the site for the Improvements on Exhibit A hereto attached and incorporated by reference herein, for the location, construction, acquisition, installation, operation and maintenance of improvements, structures, goods which are to become fixtures, fixtures and equipment constituting the Improvements, being all of property constituting the Improvements, which are to be leased and sold by Lessor to the Lessee pursuant to this Lease. Such license and easement shall include full access and use by Lessor (as grantee and its licensees and invitees and shall permit all actions necessary or incidental to the location, construction, acquisition, installation, operation and maintenance of the Improvements. The Improvements as financed pursuant hereto are hereby acknowledged to be the separate property of the Lessor, subject to the rights provided for Lessee under the terms of this Lease. This license and easement shall continue until _____, 20__ unless all of the Rental Payments provided for in this Lease have been paid in full.

(b) Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, upon and subject to the terms and conditions hereinafter set forth, the Improvements, as and to the extent constructed and acquired under the terms of this Lease. Lessor shall lease the Improvements to Lessee (as and to the extent constructed or acquired) for a term beginning on date hereof and ending on _____, 20__. Until payment in full of all Rental Payments due hereunder the Improvements shall remain the property of the Lessor and shall not become a part of the real estate described on Exhibit A hereto attached. Upon the final payment of all rental obligations under this Lease the Improvements shall be conveyed to Lessee by the Lessor by quitclaim deed and bill of sale to be executed and delivered by Lessor upon the written request of Lessee.

(c) Lessor and Lessee agree that, as and to the extent that this Lease may be regarded as relating to goods, goods which may become fixtures, fixtures, furniture or equipment, this Lease shall constitute a "finance lease" within the meaning of such term as used in Article 2A of the Nebraska Uniform Commercial Code. In such connection Lessee acknowledges (a) that neither Lessor nor the Trustee has selected, manufactured or supplied any goods constituting the Improvements, (b) that Lessor is acquiring the Improvements in connection with this Lease and (c) that Lessee has received a copy of the contract with the contractor constructing the Improvements prior to the execution of this Lease. Lessee further acknowledges that Lessee has been informed in writing before the execution of this Lease that Lessee is entitled under said Article 2A to the promises and warranties provided by such contractor and any other person supplying the Improvements or items incorporated therein and that Lessee may communicate with any such

person and obtain a complete and accurate statement of any such promises and warranties, including any disclaimers and limitations of them or of remedies.

Section 3.2. Possession and Enjoyment. Lessor hereby covenants to provide Lessee during the Term of this Lease with the quiet use and enjoyment of the Project, and Lessee shall during the Term of this Lease peaceably and quietly have and hold and enjoy the Project, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Lease. Lessor will, at the request of Lessee and at Lessee's cost, join in any legal action in which Lessee asserts its right to such possession and enjoyment to the extent Lessor lawfully may do so.

Section 3.3. Lessor Access to Project. Lessee agrees that Lessor shall have the right at all reasonable times to examine and inspect the Project. Lessee further agrees that Lessor shall have such rights of access to the Project as may be reasonably necessary to cause the proper maintenance of the Project in the event of failure by Lessee to perform its obligations hereunder.

ARTICLE IV

TERM OF LEASE

Section 4.1. Lease Term. This Lease shall be in effect for a Term commencing upon its date of execution and ending as provided in Section 4.5.

Section 4.2. Agreement Concerning Rental Payments. Lessee covenants that the Rental Payments do not exceed any limitation imposed by law. Until all Rental Payments have been made in full, Lessee covenants and agrees to make and continue to make for so long as permitted by law an annual levy on the taxable property within its geographical area pursuant to Section 16-702, R.R.S. Neb. 1997, as amended which will be sufficient, along with any other funds available for the purpose, specifically including amounts collected any occupation taxes designated for such purpose, to enable Lessee to make all of the Rental Payments and to perform all other obligations of Lessee under this Lease and to take all action required to provide funds to make the Rental Payments and perform such obligations as herein required. Lessee covenants and agrees that throughout the term of this Lease it will observe all budget, tax and spending limitations now or hereafter imposed by law in such a manner that a sufficient portion of its tax levy or other monies shall be lawfully available to make all the Rental Payments and perform all other obligations of Lessee hereunder. Lessee agrees that commencing with its budget for the next-ensuing fiscal year it will include amounts sufficient to make the Rental Payments as the same fall due in its annual budget and appropriations. Lessee covenants and agrees that it shall neither take any action nor omit to take such action which such action or omission would have the affect of causing interest on due under the terms of this Lease and identified as such herein to be no longer excludable from gross income under the Internal Revenue Code of 1986, as amended, (the Code) .

Section 4.3. Intent to Continue Lease Term; Appropriations. Lessee presently intends to continue this Lease for its entire Term and to pay all Rental Payments specified in Exhibit B. The officer of Lessee responsible for budget preparation will include in the budget request for each Fiscal Year the Rental Payments to become due in such Fiscal Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Fiscal Year sufficient to pay the Rental Payments coming due therein.

Section 4.4. Termination of Lease Term. The Term of this Lease will terminate upon the occurrence of the first of the following events:

- (a) the exercise by Lessee of its option to purchase Lessor's interest in the Project pursuant to Article X;
- (c) a default by Lessee and Lessor's election to terminate this Lease pursuant to Article XII; or
- (d) the payment by Lessee of all Rental Payments and other amounts authorized or required to be paid by Lessee hereunder.

ARTICLE V

RENTAL PAYMENTS

Section 5.1. Rental Payments. Lessee agrees to pay Rental Payments during the Term of this Lease, in the amounts and on the dates specified in Exhibit B. All Rental Payments shall be paid to Lessor at its offices at the address specified in the first paragraph of this Lease, or to such other person or entity to which Lessor has assigned such Rental Payments as specified in Article XI, at such place as such assignee may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments exclusively from moneys legally available therefor, in lawful money of the United States of America, to Lessor or, in the event of assignment of the right to receive Rental Payments by Lessor, to its assignee. Interest shall accrue from the time of the deposit into escrow of funds by the Lessor.

Section 5.2. Current Expense. The obligations of Lessee under this Lease, including its obligation to pay the Rental Payments due with respect to the Project, in any Fiscal Year for which this Lease is in effect and shall constitute a current expense of Lessee for such Fiscal Year.

Section 5.3. Interest Component. A portion of each Rental Payment is paid as and represents the payment of Interest. Exhibit B sets forth the Interest component of each Rental Payment.

Section 5.4. Rental Payments to be Unconditional. In accordance with the terms of the Act, the obligation of the Lessee to make Rental Payments shall be binding upon the Lessee from year to year. The obligation of Lessee to make Rental Payments or any other payments required hereunder shall be absolute and unconditional in all events. Notwithstanding any dispute between Lessee and Lessor or any other person, Lessee shall make all Rental Payments and other payments required hereunder when due and shall not withhold any Rental Payment or other payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such Rental Payments or other payments required under this Lease. Lessee's obligation to make Rental Payments or other payments during the Lease Term shall not be abated through accident or unforeseen circumstances (including, without limitation, the occurrence of any environmental liability). However, nothing herein shall be construed to release Lessor from the performance of its obligations hereunder; and if Lessor should fail to perform any such obligation, Lessee may institute such legal action against Lessor as Lessee may deem necessary to compel the performance of such obligation or to recover damages therefor.

ARTICLE VI

INSURANCE AND NEGLIGENCE

Section 6.1. Liability Insurance. Upon receipt of possession of the Project, Lessee shall take such measures as may be necessary to insure that any liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition or the operation of the Project or any part thereof, is covered by a blanket or other general liability insurance policy maintained by Lessee. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 6.2. Property Insurance. Lessee shall have and assume the risk of loss with respect to the Project. Lessee shall procure and maintain continuously in effect during the Term of this Lease, all-risk insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part of the Project damaged or destroyed and to pay the applicable Purchase Option Price of the Project. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with customary deductible amounts and need not cover land and building foundations. The Net Proceeds of insurance required by this Section shall be applied to the prompt repair, restoration or replacement of the Project, or to the purchase of the Project, as provided in Section 6.6. Any Net Proceeds not needed for those purposes shall be paid to Lessee.

Section 6.3. Worker's Compensation Insurance. If required by State law, Lessee shall carry worker's compensation insurance covering all employees on, in, near or about the Project, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the Term of this Lease.

Section 6.4. Requirements For All Insurance. All insurance policies (or riders) required by this Article shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State; and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten (10) days before the cancellation or revision becomes effective. All insurance policies or riders required by Sections 6.1 and 6.2 shall name Lessee and Lessor as insured parties, and any insurance policy or rider required by Section 6.3 shall name Lessee as insured party. Lessee shall deposit with Lessor policies (and riders) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy (or rider), Lessee shall furnish to Lessor evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article, unless such insurance is no longer obtainable in which event Lessee shall notify Lessor of this fact.

Section 6.5. Lessee's Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Project and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others, which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees, to the extent permitted by law) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

Section 6.6. Damage to or Destruction of Project. If all or any part of the Project is lost, stolen, destroyed or damaged beyond repair, Lessee shall as soon as practicable after such event replace the same at Lessee's sole cost and expense with property of equal or greater value to the Project immediately prior to the time of the loss occurrence, such replacement to be subject to Lessor's reasonable approval, whereupon such replacement shall be substituted in this Lease by appropriate endorsement. The Net Proceeds of all insurance payable with respect to the Project shall be available to Lessee and shall be used to discharge Lessee's obligation under this Section.

ARTICLE VII

OTHER OBLIGATIONS OF LESSEE

Section 7.1. Use; Permits. Lessee shall exercise due care in the use, operation and maintenance of the Project, and shall not use, operate or maintain the Project improperly, carelessly, in violation of any State and Federal Law or for a purpose or in a manner contrary to that contemplated by this Lease. Lessee shall obtain all permits and licenses necessary for the installation, operation, possession and use of the Project. Lessee shall comply with all State and Federal Laws applicable to the installation, use, possession and operation of the Project, and if compliance with any such State and Federal Law requires changes or additions to be made to the Project, such changes or additions shall be made by Lessee at its expense.

Section 7.2. Maintenance of Project by Lessee. Lessee shall, at its own expense, maintain, preserve and keep the Project in good repair, working order and condition, and shall from time to time make all repairs and replacements necessary to keep the Project in such condition. Lessor shall have no responsibility for any of these repairs or replacements.

Section 7.3. Taxes, Other Governmental Charges and Utility Charges. Except as expressly limited by this Section, Lessee shall pay all taxes and other charges of any kind which are at any time lawfully assessed or levied against or with respect to the Project, the Rental Payments or any part thereof, or which become due during the Term of this Lease, whether assessed against Lessee or Lessor. Lessee shall also pay when due all gas, water, steam, electricity, heat, power, telephone, and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project, and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Project; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section.

Lessee may, at its own expense and in its own name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments, utility or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the interest of Lessor in the Project will be materially endangered or the Project or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay such taxes, assessments, utility or other charges or provide Lessor with full security against any loss which may result from nonpayment, in form satisfactory to Lessor.

Section 7.4. Advances. If Lessee shall fail to perform any of its obligations under this Article, Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 12% per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

ARTICLE VIII

TITLE

Section 8.1. Title. During the Term of this Lease, legal title to the Improvements and any and all repairs, replacements, substitutions and modifications thereto shall be in Lessor. Legal title to the Land shall remain in the Association, subject to Lessee's interest under the Ground Lease and Lessor's rights under the License and Easement. Upon the payment by Lessee of all Rental Payments as indicated in Exhibit B, or the exercise by Lessee of its option to purchase the Project pursuant to Article X, full and unencumbered legal title to the Project shall pass to Lessee, and Lessor shall have no further interest therein; and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the passage of legal title to the Project to Lessee and the termination of Lessor's interest therein. Nothing herein shall require Lessor to remove any lien, charge or encumbrance upon legal title to the Project not arising through Lessor.

Section 8.2. Liens. During the Term of this Lease, Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Project, other than the respective rights of Lessor and Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in Section 7.3 and this Article, Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 8.3. Installation of Lessee's Equipment. Lessee may at any time and from time to time, in its sole discretion and at its own expense, install items of equipment in or upon the Project, which items shall be identified by tags or other symbols affixed thereto as property of Lessee. All such items so identified shall remain the sole property of Lessee, in which Lessor shall have no interest, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the Project resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent Lessee from purchasing items to be installed pursuant to this Section under a conditional sale or lease with option to purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Project.

Section 8.4. Modification of Project. Lessee shall, at its own expense, have the right to make repairs to the Project, and to make repairs, replacements, substitutions and modifications to all or any of the parts thereof. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Project and be subject to the provisions of this Lease. Such work shall not in any way damage the Project or cause it to be used for purposes other than those authorized under the provisions of State and Federal Law or those contemplated by this Lease; and the

Project, upon completion of any such work, shall be of a value which is not less than the value of the Project immediately prior to the commencement of such work. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by Lessee in such manner and on such terms as are determined by Lessee. Lessee will not permit any construction, mechanic's or other lien to be established or remain against the Project for labor or materials furnished in connection with any repair, addition, modification or improvement made by Lessee pursuant to this Section; provided that if any such lien is established and Lessee shall first notify Lessor of Lessee's intention to do so, Lessee may in good faith contest any lien filed or established against the Project, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such item the interest of Lessor in the Project will be materially endangered or the Project or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form satisfactory to Lessor. Lessor will cooperate fully with Lessee in any such contest, upon the request and at the expense of Lessee.

Section 8.5. Management Contract. Lessee shall have the right to contract for management services with respect to the Project in its discretion so long as the effect and operation under such contract does not affect the tax-exempt status of the interest component of the Rental Payments.

ARTICLE IX

WARRANTIES

Section 9.1. Selection, Design and Construction of Improvements. The Improvements have been or will be selected, designed and constructed by Lessee, and Lessor shall have no responsibility in connection with the selection, design or construction of the Improvements or their suitability for the use intended by Lessee.

Section 9.2. Maintenance of Project. Lessor shall have no obligation to test, inspect, service or maintain the Project under any circumstances, but such actions shall be the obligation of Lessee.

Section 9.3. Contractor's Warranties. Lessor hereby assigns to Lessee for and during the Term of this Lease, all of its interest in all contractor's warranties and guarantees, if any, express or implied, issued on or applicable to the Improvements or any portion thereof, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense.

Section 9.4. Patent Infringement. Lessor hereby assigns to Lessee for and during the Term of this Lease all of its interest in patent indemnity protection provided by any contractor with respect to the Improvements. Such assignment of patent indemnity protection by Lessor to Lessee shall constitute the entire liability of Lessor for any patent infringement by Improvements furnished pursuant to this Lease.

Section 9.5. Disclaimer of Warranties. THE IMPROVEMENTS ARE DELIVERED AS IS, AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE IMPROVEMENTS, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE IMPROVEMENTS.

ARTICLE X

OPTION TO PURCHASE

Section 10.1. When Available. Lessee shall have the option to purchase Lessor's interest in the Project on the Payment Dates for the Purchase Option Prices as set forth in Exhibit B, but only if Lessee is not in default under this Lease, and only in the manner provided in this Article.

Section 10.2. Exercise of Option. Lessee shall give notice to Lessor of its intention to exercise its option not less than sixty (60) days prior to the Payment Date on which the option is to be exercised and shall deposit with Lessor on the date of exercise an amount equal to all Rental Payments and any other amounts then due or past due (including the Rental Payment due on such Payment Date) and the Purchase Option Price. The closing shall be on the applicable Payment Date at the office of Lessor.

Section 10.3. Release of Lessor's Interest. Upon exercise of the Purchase Option by Lessee, Lessor shall convey or release to Lessee, all of its right, title and/or interest in and to the Project by delivering to Lessee such documents as Lessee deems necessary for this purpose.

ARTICLE XI

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1. Assignment by Lessor. Lessor shall not assign its obligations under this Lease, and no purported assignment thereof shall be effective. All of Lessor's rights, title and/or interest in and to this Lease, the Rental Payments and other amounts due hereunder and the Project may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor, but only upon the written consent of Lessee. Lessee shall pay all Rental Payments due hereunder to or at the direction of Lessor or the assignee named in the most recent assignment, if any. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments, if any. Transfer of the Lessor's rights under this Lease shall be made only upon presentation of the Lessor's original of this Lease to the Lessee's Treasurer for notation of assignment and transfer on such original.

Section 11.2. Assignment and Subleasing by Lessee. Neither this Lease nor Lessee's interest in the Project may be assigned by Lessee without the written consent of Lessor. However, the Project may be subleased by Lessee, in whole or in part, without the consent of Lessor, subject, however, to each of the following conditions:

(i) This Lease and the obligation of Lessee to make Rental Payments hereunder, shall remain obligations of Lessee.

(ii) The sublessee shall assume the obligations of Lessee hereunder to the extent of the interest subleased.

(iii) Lessee shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to Lessor a true and complete copy of such sublease.

(iv) No sublease by Lessee shall cause the Project to be used for a purpose other than a governmental function authorized under the provisions of the Constitution and laws of the State.

(v) No sublease shall cause the Interest component of the Rental Payments due with respect to the Project to become includable in gross income of the recipient for federal income tax purposes.

Section 11.3. Restriction on Mortgage or Sale of Project by Lessee. Except as provided in Section 11.2, Lessee will not mortgage, sell, assign, transfer or convey the Project or any portion thereof during the Term of this Lease, without the written consent of Lessor.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

(i) Failure by Lessee to pay any Rental Payment or other payment required to be paid under this Lease at the time specified herein and the continuation of said failure for a period of ten (10) business days after telephonic or telegraphic notice given by Lessor that the payment referred to in such notice has not been received, such telephonic or telegraphic notice to be subsequently confirmed in writing, or after written notice.

(ii) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Clause (i) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

(iii) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental or proprietary function or adjudication of Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The provisions of this Section 12.1 and Section 12.2 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to carry out its obligations under this Lease, other than its obligation to pay Rental Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods;

explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee and not resulting from its negligence. Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing Lessee from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of Lessee and Lessee shall not be required to make settlement of strikes, lockouts and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of Lessee unfavorable to Lessee.

Section 12.2. Remedies on Default. Whenever any event of default referred to in Section 12.1 hereof shall have happened and be continuing with respect to the Project, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

(i) Lessor, with or without terminating this Lease, may declare all Rental Payments due or to become due during the Fiscal Year in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable.

(ii) Lessor, with or without terminating this Lease, may repossess the Project by giving Lessee written notice to surrender the Project to Lessor for the remaining term of the Ground Lease, whereupon Lessee shall do so in the manner provided in Section 12.3. If the Project or any portion of it has been destroyed or damaged beyond repair, Lessee shall pay the applicable Purchase Option Price of the Project, as set forth in Exhibit B (less credit for Net Proceeds), to Lessor. Notwithstanding the fact that Lessor has taken possession of the Project, Lessee shall continue to be responsible for the Rental Payments due during the Fiscal Year then in effect. If this Lease has not been terminated, Lessor shall return possession of the Project to Lessee at Lessee's expense when the event of default is cured.

(iii) If Lessor terminates this Lease and takes possession of the Project, Lessor shall thereafter use its best efforts to sell or lease its interest in the Project or any portion thereof in a commercially reasonable manner in accordance with applicable State laws. Lessor shall apply the proceeds of such sale or lease to pay the following items in the following order: (a) all costs incurred in securing possession of the Project; (b) all expenses incurred in completing the sale or lease; (c) the applicable Purchase Option Price of the Project; and (d) the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect. Any sale proceeds remaining after the requirements of Clauses (a), (b), (c) and (d) have been shall be the property of Lessee.

(iv) If the proceeds of sale or lease of the Project are not sufficient to pay the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect, Lessor may take any other remedy available at law or in equity to

require Lessee to perform any of its obligations hereunder and to enforce the Ground Lease.

Section 12.3. Surrender of Project. Upon the expiration or termination of this Lease prior to the payment of all Rental Payments in accordance with Exhibit B, Lessee shall surrender the Project to Lessor in the condition, repair, appearance and working order required in Section 7.2. If Lessee refuses to surrender the Project in the manner designated, Lessor may repossess the Project and charge to Lessee the costs of such repossession or pursue any remedy described in Section 12.2.

Section 12.4. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

ARTICLE XIII

ADMINISTRATIVE PROVISIONS

Section 13.1. Notices. All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified on the first page hereof; provided that Lessor and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.

Section 13.2. Financial Information. During the Term of this Lease, Lessee annually will provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Lessee to continue this Lease as may be requested by Lessor or its assignee.

Section 13.3. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.4. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.5. Amendments, Changes and Modifications. This Lease may be amended or any of its terms modified only by written document duly authorized, executed and delivered by Lessor and Lessee.

Section 13.6. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provision, Article, Section or Clause of this Lease.

Section 13.7. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Lease.

Section 13.8. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.9. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, Lessor has caused this Lease to be executed in its corporate name by its duly authorized officer; and Lessee has caused this Lease to be executed in its name by its duly authorized officers, as of the date first above written.

WELLS FARGO BROKERAGE SERVICES, LLC,
as Lessor

By _____
Its _____

CITY OF GRAND ISLAND, NEBRASKA
as Lessee

By _____
Its _____

ATTEST:

By _____
Its _____

SIGNATURE PAGE TO LEASE-PURCHASE AGREEMENT
DATED AS OF _____, 20__

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20__, before me, a Notary Public in and for said County, personally appeared _____, the _____ of Wells Fargo Brokerage Services, LLC, known to me to be the person whose name is subscribed to within the Lease-Purchase Agreement, and acknowledged to me that he/she executed the same.

Notary Public
My Commission Expires: _____

(SEAL)

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by _____, Mayor of the City of Grand Island, Nebraska, on behalf of said city.

Notary Public
My Commission Expires: _____

(SEAL)

EXHIBIT A

LAND

IMPROVEMENTS

EXHIBIT B

SCHEDULE OF RENTAL PAYMENTS

Payment <u>Date</u>	Rental <u>Payment</u>	<u>Interest</u>	<u>Principal</u>	Purchase <u>Option Price</u>
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EXHIBIT C

OFFICERS' CERTIFICATE

We, the undersigned, hereby certify that we are the duly qualified and acting _____ and _____ of _____ (the Lessee), and with respect to the Lease-Purchase Agreement dated _____, 2008 (the Lease), by and between the Lessee and Wells Fargo Brokerage Services, LLC (the Lessor), that:

1. In our capacities as such officers we have executed the Lease, a Lease dated as of _____, 2008 (the Ground Lease), by and between the Lessee and Hall County Livestock Improvement Association, the License and Easement and an Escrow Agreement dated as of _____, 2008 (the Escrow Agreement), by and between the Lessee and Lessee, acting as Escrow Agent.

2. The Rental Payments provided for in Exhibit B to the Lease shall commence and be due and payable on _____, 2008, and thereafter during the Term of the Lease (as that term is defined in the Lease) as shown in Exhibit B. Lessee has appropriated and/or taken all other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease in Lessee's current fiscal year, and such moneys will be applied in payment of such Rental Payments.

3. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of the Lessee; the authority of its officers; the proper authorization, approval and execution of the Ground Lease, the Lease, the License and Easement, the Escrow Agreement, and other documents contemplated thereby; the appropriation of money to pay the Rental Payments due under the Lease; or the ability of the Lessee otherwise to perform its obligations under the Ground Lease, the Lease, the Escrow Agreement, and the other documents and the transactions contemplated thereby.

[4. The Lessee is exempt from sales and/or use taxes with respect to the Project subject to the Lease and the Rental Payments.]

5. Lessee has obtained from a reputable insurance company qualified to do business in the State of _____ insurance with respect to all risks required to be covered thereby pursuant to Article VI of the Lease.

Dated: _____, 20__.

CITY OF GRAND ISLAND, NEBRASKA

By _____
Its _____

By _____
Its _____

EXHIBIT D

OPINION

(may be provided by separate counsel for the City as to different matters set forth)

(Lessee) _____

Wells Fargo Brokerage Services, LLC
Public Finance Department
Your Address, Your MAC Code
Your City, Your State XXXXX

Re: Lease-Purchase Agreement dated as of _____, 20__, by and between
Wells Fargo Brokerage Services, LLC (Lessor) and _____
(Lessee)

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Lease-Purchase Agreement described above (the Lease) and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease, the Ground Lease Agreement dated as of _____, 20__ (the Ground Lease) by and between Lessor and Lessee, and the Escrow Agreement dated as of _____, 20__ (the Escrow Agreement) between Lessee and Lessor, acting as escrow agent, and the Exhibits attached thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a political subdivision of the state of _____ (the State), duly organized, existing and operating under the Constitution and laws of the State.

2. Lessee is authorized and has power under applicable law to enter into the Lease, the Ground Lease, the License and Easement and the Escrow Agreement and to carry out its obligations thereunder and the transactions contemplated thereby.

3. The Lease, the Ground Lease, the License and Easement and the Escrow Agreement have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and are valid and binding contracts of Lessee enforceable in accordance with their terms, except to the

extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public bidding and all other laws, rules and regulations of the State.

5. The execution of the Lease and the appropriation of moneys to pay the Rental Payments coming due thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

6. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of Lessee or its officers or its employees to enter into the Lease, the Ground Lease and the Escrow Agreement; the proper authorization, approval and/or execution of the Lease, the Ground Lease and the Escrow Agreement, Exhibits thereto and other documents contemplated thereby; the appropriation of moneys to make Rental Payments under the Lease for the current fiscal year of Lessee; or the ability of Lessee otherwise to perform its obligations under the Lease, the Ground Lease and the Escrow Agreement and the transactions contemplated thereby.

(Subject to qualifications determined appropriate by each opining counsel and acceptable to Lessor)

Dated _____, 20__.

Very truly yours,

DOCS/874039.2

LICENSE AND EASEMENT

The City of Grand Island, Nebraska, ("Grantor") hereby grants a license and easement to Wells Fargo Brokerage Services, LLC, ("Grantee") with respect to the tract of real estate located in Hall County, Nebraska, which is described on Exhibit A hereto attached and incorporated by reference herein, for the location, construction, acquisition, installation, operation and maintenance of a 50,000 square foot building for purposes of providing indoor space to meet the recreational, entertainment and congregate needs of the Grantor's citizens and for use in connection with the Nebraska State Fair, including improvements, structures, goods which are to become fixtures, fixtures and equipment (collectively, the Project"), on such tract, all of which property is to be sold by Grantee to the Grantor pursuant to a Lease Purchase Agreement dated as of _____, 2008 (the "Lease"). Such license and easement shall include full access and use thereof by Grantee and its licensees and invitees and shall permit all actions necessary or incidental to the construction, acquisition, installation, operation and maintenance of such Project. The Project, including such building, improvements, structures, goods which are to become fixtures, fixtures and equipment upon said real estate, as financed pursuant to the Lease, is hereby acknowledged to be the separate property of the Grantee and not part of said real estate, as and to the extent provided for in the Lease. This license and easement shall continue until _____, 20__.

Grantor hereby covenants and warrants that it has full right, title and authority to grant the license and easement rights herein granted and further covenants and warrants that it will defend such rights in Grantee against the claims of all persons whomsoever. Grantor's rights with respect to the real estate described on Exhibit A arise from and are provided for under the terms of a Lease dated _____, 2008 by and between Grantor and the Hall County Livestock Improvement Association.

This License and Easement is intended to ratify and confirm and hereby ratifies and confirms any and all grants of easement provided for in the Lease, whether or not recorded before or after the recording of this instrument.

Executed this ____ day of _____, 2008

CITY OF GRAND ISLAND, NEBRASKA

By: _____
Mayor

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by _____, Mayor of the City of Grand Island, Nebraska, on behalf of said city.

(SEAL)

Notary Public
My Commission Expires:

Exhibit A

Description of Real Estate:

(to be determined under ground lease)

DOCS/874114.1



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item F1

**#9181 - Consideration of Water Rate Change for Fiscal Year
2008 - 2009**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Gary R. Mader, Utilities Director

Meeting: September 9, 2008

Subject: Ordinance #9181 - Water Rate Change

Item #'s: F-1

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

Background

The Water Department has seen unusually steep increases in the costs of materials over the last few years. This increase is reflective of the world wide increases in metal materials and energy dependent industries. Additionally, the Water Department continues to see substantial pressure to expand the distribution system to meet the growth needs of the City for a potable water supply and fire protection, and continued pressure for expansion into already developed areas that historically have not had city water supply. In order to continue to meet the needs of the community, the Department will be required to continue to purchase the materials required for expansion and will need to meet the expenses of increasing power costs.

Discussion

Costs of the materials necessary for the expansion, maintenance and operation of the water system have continued to increase. Valves, fire hydrants, pipe, fittings and other materials have generally increased in just the last few years by amounts ranging from 35% to 90%. The '07-'08 Water Department budget includes a rate increase to keep pace with increasing costs. The proposed change is a 3% increase. With that change, the minimum bill at 500 cu. ft. would increase 22¢ per month.

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 Ordinance No. 9181 be approved to increase water rates by 3% in all rate blocks.

Sample Motion

Move to approve Ordinance #9181.

ORDINANCE NO. 9181

An ordinance to amend Chapter 35 of the Grand Island City Code specifically, to amend Section 35-30 pertaining to water rates; to repeal Sections 35-30 as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 35-30 of the Grand Island City Code is hereby amended to read as follows:

§35-30. Schedule of Rates

The rate to be charged for water furnished shall be as follows:

Monthly Billings	
Cubic feet per month	Rate per 100 cubic feet
First 500.....	\$1.496
Next 500.....	0.700
Next 500.....	0.692
Next 2,500.....	0.767
Next 6,000.....	0.713
Next 90,000.....	0.654
Next 100,000.....	0.574
Over 200,000.....	0.535
Monthly Minimum (500 cu.ft.).....	7.480*

*Plus a customer charge of \$0.35 per month for unfunded federal mandates for the Clean Water Act and the City's backflow program, in addition to the regular rates charged for water furnished to the customer.

Amended by Ordinance No. 8935, effective 10-1-2004

Amended by Ordinance No. 8987, effective 7-27-2005

Amended by Ordinance No. 9181, effective 10-1-08

SECTION 2. Section 35-30 as existing prior to this amendment, and any ordinances or parts of ordinances in conflict herewith, are repealed.

SECTION 3. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

ORDINANCE NO. 9181 (Cont.)

SECTION 4. That this ordinance shall be in force and take effect October 1, 2008.

Enacted: September 9, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item F2

#9182 - Consideration of Amending Chapter 32 of the Grand Island City Code Relative to Size of Address Numbers

Staff Contact: Jim Rowell

Council Agenda Memo

From: Jim Rowell, Fire Chief

Meeting: September 9, 2008

Subject: Amending City Address Code

Item #'s: F-2

Presenter(s): Jim Rowell, Fire Chief

Background

Currently City Code provides that the street address be placed on buildings and specifies details including size and location. The size is specified as 2 ½ inches or larger and does not differentiate between commercial and residential property. The International Fire Code (IFC), which was also adopted by the City, specifies that commercial property have 4 inch numbers and the difference between the two creates an inconsistency in the codes.

Discussion

Changing this City Code item would make the street address more visible on all property and make both codes size requirements the same. We would propose that the City Code be modified to be consistent with the IFC. It appears that replacing the words “two and one-half inches” in the City Code 32-39 with “four inches” will make the two codes compatible. The fire code does cover new and existing commercial buildings however the City Code does not state the inclusion of existing property therefore we would apply it to all commercial property and all new residential. It would require all existing property would utilize the 4 inch letters when replacing the existing numbers.

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 change in the City Code Section 32-39 to require not less than four inch numbers for addresses on all new property and when replacing existing numbers.

Sample Motion

Move to approve ordinance to amend City Code Section 32-39 specifically changing the size requirement of address numbers to not less than four inches.

ORDINANCE NO. 9182

An ordinance to amend Chapter 32 of the Grand Island City Code specifically, to amend Section 32-39 pertaining to the size of address numbers; to repeal Sections 32-39 as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 32-39 of the Grand Island City Code is hereby amended to read as follows:

§32-39. Size and Color

For any installation or replacement of address numbers on or after October 1, 2008, tThe figures of each number shall be not less than ~~two and one-half~~ four inches in height. Each figure shall be plain, legible, and of contrasting color with its background. The numbers shall be maintained in such condition at all times.

Amended by Ordinance No. 9182, effective 10-1-2008

SECTION 2. Section 32-39 as existing prior to this amendment, and any ordinances or parts of ordinances in conflict herewith, are repealed.

SECTION 3. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

SECTION 4. That this ordinance shall be in force and take effect October 1, 2008.

Enacted: September 9, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Ed wards, City Clerk

Approved as to Form	☐ _____
September 3, 2008	☐ City Attorney



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item F3

#9183 - Consideration of Creation of Sanitary Sewer District No. 526, Extension of Sanitary Sewer to Serve Grand Island Plaza Subdivision

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: September 9, 2008

Subject: Consideration of Creation of Sanitary Sewer District No. 526, Extension of Sanitary Sewer to Serve Grand Island Plaza Subdivision

Item #'s: F-3

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

Background

Council action is needed to create a sanitary sewer district. The boundary for the proposed district was selected to serve the Gordman property, at their request, in connection with the Capital Avenue widening project. Please refer to attached sketch.

Discussion

The plans for the Capital Avenue widening project show extending the St. Patrick Avenue sanitary sewer main across Capital Avenue from north to south at the request of the developer south of Capital Avenue.

If the district is created the sanitary sewer cost would be assessed to the property through a sanitary sewer assessment district.

Alternatives

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

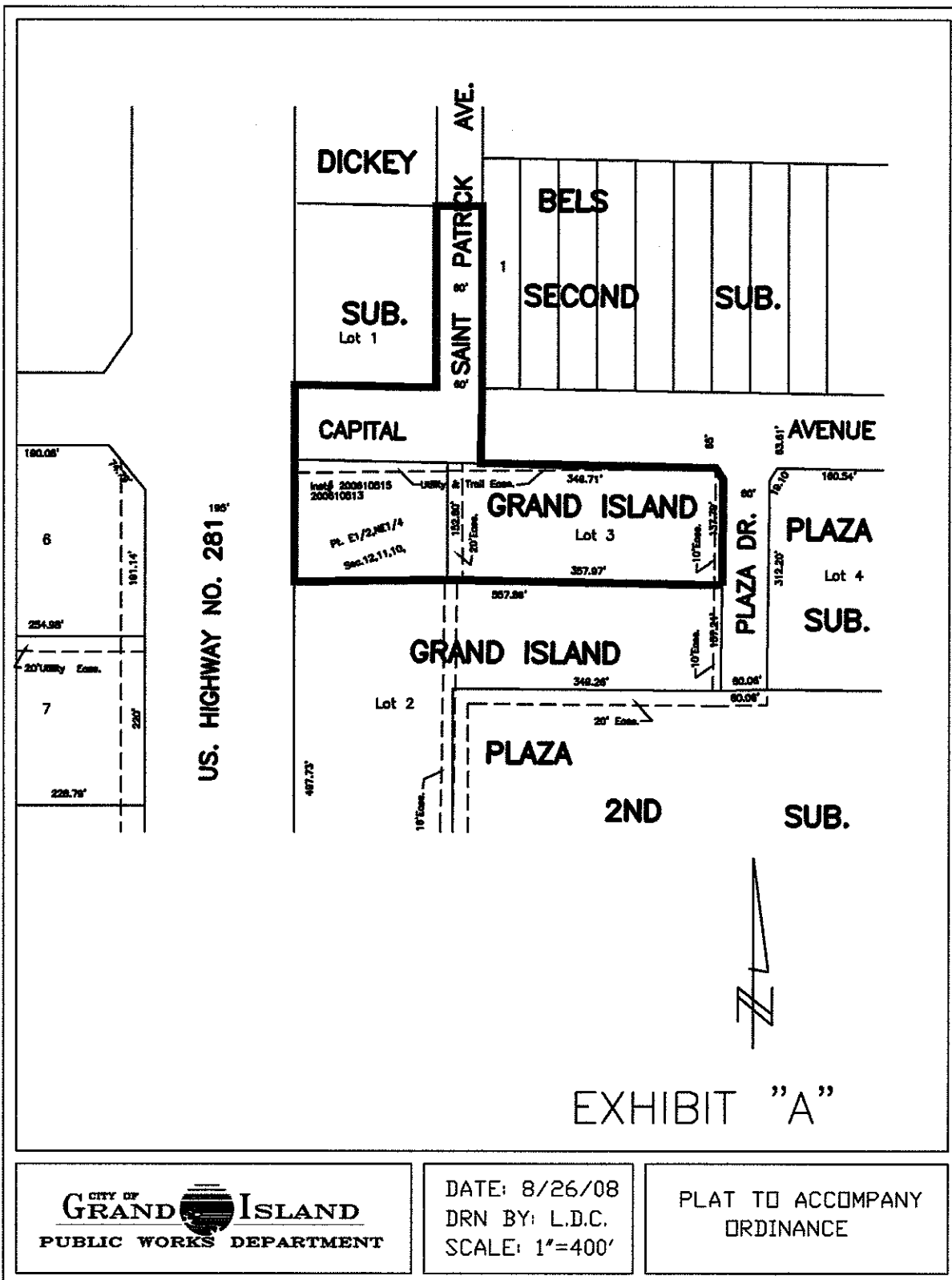
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the creation of Sanitary Sewer District No. 526. A ten (10) year assessment period is recommended.

Sample Motion

Move to approve the creation of Sanitary Sewer District No. 526.



ORDINANCE NO. 9183

An ordinance creating Sanitary Sewer District No. 526 of the City of Grand Island, Nebraska; defining the boundaries thereof; providing for the laying of sanitary sewer mains in said district; providing for plans and specifications and securing bids; providing for the assessment of special taxes for construction such sewer and collection thereof; and providing for publication and the effective date of this ordinance.

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

SECTION 1. Sanitary Sewer District No. 526 is hereby created for the construction of a ten (10) inch sanitary sewer main and appurtenances thereto for Lot Three (3), Grand Island Plaza Subdivision and Part of E ½ NE ¼ of Section 12-11-10 in the City of Grand Island, Nebraska.

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

BEGINNING AT THE NORTHEAST CORNER OF LOT ONE (1), BLOCK ONE (1), DICKEY SUBDIVISION, THENCE EAST ON AN EXTENSION OF THE NORTH LINE OF LOT ONE (1), BLOCK ONE (1), DICKEY SUBDIVISION TO THE EAST LINE OF SAINT PATRICK AVENUE, THENCE SOUTH ON THE EAST LINE OF SAINT PATRICK AVENUE TO THE SOUTH LINE OF CAPITAL AVENUE, THENCE EAST ON THE SOUTH LINE OF CAPITAL AVENUE TO THE NORTHEASTERLY CORNER OF LOT THREE (3), GRAND ISLAND PLAZA SUBDIVISION THENCE SOUTHEASTERLY AND SOUTHERLY ON THE EAST LINE OF LOT THREE (3), GRAND ISLAND PLAZA SUBDIVISION TO THE SOUTHEAST CORNER OF LOT THREE (3), GRAND ISLAND PLAZA SUBDIVISION, THENCE WESTERLY ON THE SOUTH LINE OF LOT THREE (3), GRAND ISLAND PLAZA SUBDIVISION AND THE NORTH LINE OF LOT TWO (2), GRAND ISLAND PLAZA SECOND SUBDIVISION TO THE EAST LINE OF US HIGHWAY 281, THENCE NORTHERLY ON THE EAST LINE OF US HIGHWAY 281 AND AN EXTENSION THEREOF TO THE NORTH LINE OF CAPITAL AVENUE, THENCE EAST ON THE NORTH LINE OF CAPITAL AVENUE TO THE WEST LINE OF SAINT PATRICK AVENUE, THENCE NORTH ON THE WEST LINE OF SAINT PATRICK AVENUE TO THE POINT OF BEGINNING.

ORDINANCE NO. 9183 (Cont.)

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

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

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

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

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

Enacted: September 9, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item F4

**#9184 - Consideration of Approving FY 2008-2009 Annual Single
City Budget, The Annual Appropriations Bill Including Addendum
#1**

Staff Contact: David Springer

Council Agenda Memo

From: Dave Springer, Finance Director

Meeting: September 9, 2008

Subject: Consideration of Approving FY 2008-2009 Annual Single City Budget, The Annual Appropriations Bill Including Addendum #1

Item #'s: F-4

Presenter(s): Dave Springer, Finance Director

Background

On August 12, 2008, the City Council held a Public Hearing to receive public input relative to the proposed FY 2008-2009 Annual Single City Budget. Following the Public Hearing, the Finance Director presented the budget and conducted a work session.

Discussion

The following action relative to the budget is included on this evening's agenda: Consideration of the FY 2008-2009 Annual Single City Budget, The Annual Appropriations Bill, including Addendum #1 (Changes made during the budget work session and prior to tonight). Related items to be considered by the City Council at the September 9th meeting include the holding of a public hearing to address the change in property tax asking, and setting the FY 2008-2009 General All Purpose Property Tax, CRA, and Parking District #2 (Ramp) levies. The budget must be submitted to the state by September 20, 2008.

Alternatives

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

1. Approve the City Budget and Addendum.
2. Modify the Budget to meet the wishes of the Council

Recommendation

City Administration recommends that the Council approve the budget and addendum as presented.

Sample Motion

Move to approve the FY 2008-2009 Annual Single City Budget, The Annual Appropriations Bill, Including Addendum #1.

FISCAL YEAR 2008-2009 ADDENDUM TO PROPOSED BUDGET

Page 1 of 2

				INCREASE (DECREASE) FUND APPROPRIATION
<u>FUND</u>	<u>DEPARTMENT</u>	<u>CHANGE</u>	<u>ACCT #</u>	
General	Mayor	Mayor Forgave 2009 Salary	10011203-Payroll	(14,025)
General	Finance	IBEW-Contract Wage Changes	10011401-Payroll	7,679
General	Fire/Ambulance	Increase from salary ordinance	10022101-02-Payroll	13,147
General	Fire	Decrease operating expenses	85540,85546,85590	(20,000)
General	Fire	Remove training tower capital expense	10022101-85612	(30,000)
General	Emergency Mgmt	Remove FTE-Communication Specialist	10022601-Payroll	(48,657)
General	Emergency Mgmt	Remove Department Capital	10022605-85615	(86,500)
General	Streets	Decrease contract services/street resurfacing	10033506-85213&85354	(350,000)
General	Library	Remove FTE's-Increase from salary ordinance	10044301-Payroll	(41,784)
CHANGE IN APPROPRIATION				(570,140)
PROPOSED APPROPRIATION				36,661,936
AMENDED APPROPRIATION				36,091,796
<hr/>				
310 Fund	Debt Service			
CHANGE IN APPROPRIATION	Remove 2 million bond debt-fees	31050158-85725		(56,000)
PROPOSED APPROPRIATION				1,655,462
AMENDED APPROPRIATION				1,599,462
<hr/>				
400 Fund	Capital Improve	Fiber Optic Connections	40015025-90002	50,000
400 Fund	Capital Improve	Fire Training Center	40015025-90170	(50,000)
400 Fund	Capital Improve	Annual Paving Project	40033530-90060	(100,000)
400 Fund	Capital Improve	Heartland Public Shoot Park	40044450-90026	(150,000)
400 Fund	Capital Improve	Decrease Misc Safety-Railroad Horns	40033535-90078	(125,000)
400 Fund	Capital Improve	Moving expense from 2008 to 2009	40033520-90013	209,000
400 Fund	Capital Improve	Moving expense from 2008 to 2009	40033520-90114	872,653
400 Fund	Capital Improve	Moving expense from 2008 to 2009	40033530-90065	269,644
400 Fund	Capital Improve	Moving expense from 2008 to 2009	40033535-90078	169,400
400 Fund	Capital Improve	Drainway Construction	40033520-90018	250,000
CHANGE IN APPROPRIATION				1,395,697
PROPOSED APPROPRIATION				3,391,000
AMENDED APPROPRIATION				4,786,697
<hr/>				
505 Fund	Solid Waste			
CHANGE IN APPROPRIATION	Move GPS Equip purchase from 2008 to 2009	50530043-85615		80,000
PROPOSED APPROPRIATION				2,889,477
AMENDED APPROPRIATION				2,969,477
<hr/>				
530 Fund	WWTP	Increase from Salary Ordinance	53030001-Payroll	2,884
530 Fund	WWTP	10% Engineer Fees-Install Mechanism Primaries	53030054-85213	99,000
CHANGE IN APPROPRIATION				101,884
PROPOSED APPROPRIATION				12,494,650
AMENDED APPROPRIATION				12,596,534

FISCAL YEAR 2008-2009 ADDENDUM TO PROPOSED BUDGET

Page 2 of 2

<u>FUND</u>	<u>DEPARTMENT</u>	<u>CHANGE</u>	<u>ACCT #</u>	<u>INCREASE (DECREASE) FUND APPROPRIATION</u>
605 Fund	Info Technology			
CHANGE IN APPROPRIATION	IBEW-Contract Wage Changes		60510001-Payroll	27,534
PROPOSED APPROPRIATION				1,041,832
AMENDED APPROPRIATION				1,069,366

2009 Summary of Addendum to Proposed Budget Appropriations

GENERAL FUND	(570,140)
DEBT SERVICE FUND	(56,000)
CAPITAL IMPROVEMENTS FUND	1,395,697
ENTERPRISE FUNDS	181,884
INTERNAL SERVICE FUNDS	27,534
CHANGE IN APPROPRIATION	978,975
PROPOSED APPROPRIATION	145,538,070
AMENDED APPROPRIATION	146,517,045

ORDINANCE NO. 9184

An ordinance known as "The Annual Appropriation Bill" of the City of Grand Island, Nebraska, to adopt the proposed budget statement pursuant to the Nebraska Budget Act, as amended by Addendum #1, for the fiscal year commencing October 1, 2008 and ending September 30, 2009 to provide for severability; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. An appropriation is hereby made for the ensuing fiscal year to defray all necessary expenses and liabilities of City departments, funds, and operations. The object and purpose of the appropriation shall be to pay for any and all necessary expenses and liabilities for the following departments, funds, and operations.

<u>Funds</u>	<u>Expenditures</u>	<u>Transfers</u>	<u>Total Appropriation</u>
General	36,091,796	2,632,000	38,723,796
Permanent Funds	0	0	0
Special Revenue	5,182,022	5,500,000	10,682,022
Debt Service	1,599,462	0	1,599,462
Capital Projects	4,786,697	0	4,786,697
Special Assessments	0	400,000	400,000
Enterprise	87,321,953	805,000	88,126,953
Internal Service	9,924,161	180,000	10,104,161
Agency	940,650	0	940,650
Trust	670,304	1,402,304	2,072,608
Total appropriation			
All Funds	<u>146,517,045</u>	<u>10,919,304</u>	<u>157,436,349</u>

ORDINANCE NO. 9184 (Cont.)

SECTION 2. The proposed budget statement pursuant to the Nebraska Budget Act, is hereby amended by Addendum #1 attached hereto and approved and adopted for the fiscal year beginning October 1, 2008 and ending September 30, 2009.

SECTION 3. If any section, subsection, or any other portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: September 9, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item F5

#9185 - Consideration of Amendments to Chapter 13 of the Grand Island City Code Relative to Occupation Tax for Downtown Improvement and Parking District No. 1

This item relates to the aforementioned Public Hearing Item E-7.

Staff Contact: David Springer

Council Agenda Memo

From: Dave Springer, Finance Director

Meeting: September 9 2008

Subject: Consideration of Amending City Code Chapter 13-3
Relative to Tax Rate for Downtown Improvement and
Parking District No. 1

Item #'s: F-5

Presenter(s): Dave Springer, Finance Director

Background

This request is the annual Council action to establish the occupation tax that supports the budget for Downtown Improvement and Parking District No. 1. Assessments in this district are based upon an occupation tax on the public space of the businesses operating within the District and are ordinarily paid by the business occupants of the space. This district has been in place since 1975, and is primarily focused on physical improvements and maintenance of public parking lots and green areas and other activities as allowed by NE. Rev. Statutes 19-4016-4038.

Discussion

The FY 2008-2009 occupation tax factor is \$.1480 per square foot of public use space, with a minimum annual fee of \$90.80. Total non-exempt footage in the District is 267,000 which would provide for occupation taxes of \$40,000.

Alternatives

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

1. Approve the amendment to the city code.
2. Modify the amendment to meet the wishes of the Council.
3. Deny the amendment.

Recommendation

City Administration recommends that the Council approve the amendment to City Code.

Sample Motion

Move to approve the Amendment to City Code Chapter 13-3 relative to the tax rate for the Downtown Improvement and Parking District No. 1.

ORDINANCE NO. 9185

An ordinance to amend Chapter 13 of the Grand Island City Code; to amend Section 3 pertaining to the annual rate of the general license and occupation tax and classification of businesses; to repeal Section 3 as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 13-3 of the Grand Island City Code is hereby amended to read as follows:

§13-3. Tax Rate

The annual rate of the general license and occupation tax and classification of businesses shall be as follows:

- (1) \$00.~~1480~~ per square foot floor space upon all space used for business and professional offices in the district; provided,
- (2) \$90.~~8093.80~~ minimum annual tax for any single business or professional office should the tax rate under (1) above be less than \$90.~~8093.80~~.

Amended by Ordinance No. 8839, effective 10-1-2003

Amended by Ordinance No. 8934, effective 10-1-2004

Amended by Ordinance No. 9004, effective 10-1-2005

Amended by Ordinance No. 9139, effective 10-1-2007

Amended by Ordinance No. 9185, effective 10-1-2008

SECTION 2. Section 13-3 as now existing, and any ordinances or parts of ordinances in conflict herewith are repealed.

SECTION 3. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

SECTION 4. That this ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

ORDINANCE NO. 9185 (Cont.)

Enacted: September 9, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item F6

**#9186 - Consideration of Creating Business Improvement District
#6, Second Street**

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

Staff Contact: Wes Nespor

ORDINANCE NO. 9186

An ordinance amending Chapter 13 Sections 13-71 through 13-76; establishing a business improvement district; establishing the purpose of such district; describing the boundaries of such district; establishing that real property in the area will be subject to a special assessment; establishing a method of assessment; providing for a penalty for failure to pay the special assessment; repealing ordinances in conflict herewith; providing for severability; and providing for publication and the effective date of this ordinance.

WHEREAS, the City Council adopted Resolution 2008-220 on August 26, 2008, which was published on August 28, 2008 in the *Grand Island Independent* establishing the intention to create a business improvement district; and

WHEREAS, pursuant to said resolution, a notice of hearing was published and mailed as required by law, and public hearing duly held at 7:00 p.m. on September 9, 2008, in the Council Chambers at City Hall, 100 East First Street, Grand Island, Nebraska, concerning the formation of such district; and

WHEREAS, the proposed business improvement district is located within the boundaries of an established area of the City zoned for business, public, or commercial purposes; and

WHEREAS, the City Council now finds and determines that a business improvement district should be created in accordance with the proposal contained in said resolution of August 26, 2008.

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

ORDINANCE NO. 9186 (Cont.)

SECTION 1. Article X and Chapter 13 Sections 71 through 76 of the Grand Island City Code are amended to read:

ARTICLE X. Business Improvement District No. 6

§13-71 Creation of District.

There is hereby created and established a business improvement district pursuant to Chapter 19, Article 40, Revised Statutes of Nebraska, 1943, as amended, to be known as Business Improvement District No. 6 of the City of Grand Island, Nebraska.

§13-72 Purpose

The purpose, public improvements and facilities to be included in said district shall be:

(A) Improvement of any public place or facility in the district area, including landscaping, physical improvements for decoration or security purposes, and plantings and maintenance, repair, and reconstruction of any improvements or facilities authorized by the Business Improvement District Act, including, but not limited to: maintenance and improvement of the landscaped greenway; maintenance, repair, improvement and replacement of the sprinkler system in the greenway; regular mowing and trimming of the greenway; all facets of the purchase, care and replacement of trash receptacles, benches, welcome signs, streetscape improvements, trees, shrubs and grass and other decorative improvements; snow removal from the sidewalks parallel to Second Street; employment of or contracting for personnel, purchase of equipment, materials, supplies or other expenses to accomplish the purposes of the district; other incidental or ongoing expenses as needed for the maintenance, improvement and beautification of the green belt area and to accomplish the goals and objectives of the Business Improvement Board of the district.

(B) The district may employ or contract for personnel for any improvement program under the act, and providing for any service as may be necessary or proper to carry out the purposes of the act, including, but not limited to, activities, projects, staff, consulting services, materials, equipment, supplies, and services necessary or convenient for the management of the affairs of the business improvement district, to include budget development and supervision, representation of the interests of the district to public and private entities, research, development, travel, training, development and implementation of business and residential recruitment and retention projects, downtown beautification projects and activities which contribute to regaining, sustaining or improving the economic health and viability of the district and the implementation of the goals and objectives of the Business Improvement Board.

(C) Any other project or undertaking for the betterment of the public facilities in the district area, whether the project be capital or noncapital in nature.

ORDINANCE NO. 9186 (Cont.)

§13-73 District Boundaries

The outer boundaries of Business Improvement District No. 6 are described as follows:

Beginning at a point on the Westerly line of Eddy Street, said point being One Hundred Thirty-Two Feet (132') Southeast of the Southerly line of Second Street and the Westerly line of Eddy Street; thence Westerly on a line One Hundred Thirty-Two Feet (132') Southeast and parallel to the Southerly line of Second Street to a point Sixty-Six Feet (66') Northeast of the Easterly line of Greenwich Street; thence Southerly on a line Sixty-Six Feet (66') Northeast of and parallel to the Easterly line of Greenwich Street to the Northerly line of First Street; thence Westerly on the Northerly line of First Street to a point Sixty-Six Feet (66') Southwest of the Westerly line of Greenwich Street; thence Northerly on a line Sixty-Six Feet (66') Southwest of and parallel to the Westerly line of Greenwich Street to a point One Hundred Thirty-Two Feet (132') Southeast of the Southerly line of Second Street; thence Westerly on a line One Hundred Thirty-Two Feet (132') Southeast of and parallel to the Southerly line of Second Street to a point Sixty-Six Feet (66') Northeast of Broadwell Avenue; thence Southerly on a line Sixty-Six Feet (66') Northeast of and parallel to the Easterly line of Broadwell Avenue to the Northerly line of First Street; thence Westerly on the Northerly line of First Street to a point One hundred thirty-five and sixty-nine hundredths Feet (135.69') Southwest of the Westerly line of Broadwell Avenue; thence Northerly on a line One hundred thirty-five and sixty-nine hundredths Feet (135.69') Southwest of and parallel to the Westerly line of Broadwell Avenue Sixty-five and seventy-six hundredths feet (65.76'); thence Westerly on a line parallel to the Northerly line of First Street twenty-three Feet (23'); thence Northerly on a line parallel to the Westerly line of Broadwell Avenue to a point One Hundred Thirty-Two Feet (132') Southeast of the South line of Second Street; thence Westerly on a line One Hundred Thirty-Two Feet (132') Southeast of and parallel to the Southerly line of Second Street to the Easterly line of Garfield Avenue; thence Northerly on the Easterly line of Garfield Avenue to a point One Hundred Thirty-Two Feet (132') Northwest of the Northerly line of Second Street; thence Easterly on a line One Hundred Thirty-Two Feet (132') Northwest of and parallel to the Northerly line of Second Street to a point Sixty-Six Feet (66') Southwest of the Westerly line of Broadwell Avenue; thence Northerly on a line Sixty-Six Feet (66') Southwest of and parallel to the Westerly line of Broadwell Avenue to the Southerly line of Union Pacific Railroad Right-of-Way; thence Easterly on the Southerly line of Union Pacific Railroad to a point Sixty-Six Feet (66') Northeast of the Easterly line of Broadwell Avenue; thence Southerly on a line Sixty-Six Feet (66') Northeast of and parallel to the Easterly line of Broadwell Avenue to a point One Hundred Thirty-Two Feet (132') Northwest of the Northerly line of Second Street; thence Easterly on a line One Hundred Thirty-Two Feet (132') Northwest of and parallel to the Northerly line of Second Street to the Westerly line of Eddy Street; thence Southeast on the Westerly line of Eddy Street to the point of beginning.

ORDINANCE NO. 9186 (Cont.)

Commonly owned properties that are intersected by a boundary line establishing the district shall be considered as entirely within the district unless otherwise determined by the City Council when sitting as a Board of Equalization.

§13-74 Special Assessments

The real property located within the boundaries of Business Improvement District No. 6 shall be subject to special assessment as authorized by Chapter 19, Article 40, Sections 19-4015 through 19-4038, Revised Statutes of Nebraska, 1943, as amended, also known as the Business Improvement District Act.

§13-75 Assessment Method

The method of assessment to be imposed within said district shall be as follows:

(A) In a timely fashion each year, except the initial creating year, a proposed budget shall be prepared for Business Improvement District No. 6 for the ensuing fiscal year to commence on the first day of October and end on the following last day of September.

(B) Said proposed budget shall be considered by the city council during open session at a regularly scheduled city council meeting. Following such consideration, a proposed assessment schedule shall be prepared.

(C) The amount of the special assessment for each property shall be based upon the special benefits to the property as fairly and equitably assessed by the City Council and calculated in accordance with the following formula:

The assessments shall be levied annually as the front footage of the individual real property within the district calculated as the distance between the furthest east line and the furthest west line of each parcel divided by total front footage calculated in the same fashion of all assessable property in the district times the total special assessment equals individual special assessment. The record owners of the front footages to be used in the above formula shall be the owners, as shown in the office of the Hall County Register of Deeds, in effect on the first day of January of the current year. Based upon the recommendation of the Business Improvement District Board, properties within the district not immediately adjacent to Second Street will be assessed at 0% of front footage in the first year but may receive special benefit in subsequent years for projects along side streets. Owners of property exempt from ad valorem taxes are encouraged to support District activities, promotions, and improvements but property exempt from ad valorem taxes will not be subject to special assessment for this Business Improvement District. Property owned by the Federal Government, the State of Nebraska and political subdivisions thereof shall not be subject to special assessment for this Business Improvement District.

ORDINANCE NO. 9186 (Cont.)

(D) The proposed district shall become effective on October 1, 2008 for a period of five years to terminate on September 30, 2013. The estimated total annual budget for costs and expenses of the work to be performed within such district during the first year totals \$43,800. The estimated total first-year budget by area of work is as follows:

Beautification	\$38,500
Administration and maintenance	\$ 5,300

In the subsequent four years, the maximum amount of annual assessment and annual budget for the district may be more or less than the first year assessment and budget amounts but the total budgeted assessment and expenditures will not exceed \$183,600 during the 5 year term of the District, the same being the estimated costs of all projects and maintenance requirements. The assessments levied for the first year shall not exceed \$43,800. The specific improvements for the first year are listed for purposes of estimating the costs and expenses of performing the proposed work and improvements. Although the district is proposed for a five-year period, the City council, after public hearing, shall approve an annual budget for specific improvements in each succeeding year consistent with the ordinance creating the district. The City Council retains the authority to change, modify and remove proposed improvements; however, the proposed improvements cannot exceed the scope of improvements and the annual assessment cannot exceed the maximum amounts of the annual assessment as provided by the ordinance creating the district.

(E) Notice of the proposed assessment shall be published as required by NE. Rev. Statutes Section 19-4030, as amended.

(F) The city council, sitting as a Board of Equalization, shall levy the special assessments on all properties at one time, in accordance with the method of assessment provided above. If the city council finds that the proposed method of assessment does not provide a fair and equitable method of apportioning costs, then it may assess the costs under such method as the city council finds to be fair and equitable.

(G) Said assessments shall be payable in one installment to become delinquent fifty (50) days after the date of such levy. Delinquent payments shall draw interest at the rate specified in NE. Rev. Statutes Section 45-104.01, as amended. All special assessments provided herein shall be a lien on the property assessed superior and prior to all other liens except general taxes and other special assessments which shall be of equal priority. Liens for special assessments may be foreclosed and are subject to interest at the statutory rate when payment of the assessment is delinquent as provided by law. No special assessment made hereunder shall be void for any irregularity, defect, error or informality in procedure, in levy or equalization thereof.

§13-76 Disestablishment Procedure

ORDINANCE NO. 9186 (Cont.)

In the event requests to disestablish this business improvement district are made and filed with the city clerk within any (30) day period by owners of real property representing fifty percent (50%) or more of the total value of the real property within the district as shown in the office of the Hall County Assessor on the first day of January of the current year, the city council may disestablish the district by ordinance after a hearing before the city council. The city council shall adopt a resolution of intention to disestablish the area at least fifteen days prior to the hearing. The resolution shall give the time and place of the hearing. After hearing, the city council may disestablish the district as provided in the Business Improvement District Act.

SECTION 2. Any ordinance or ordinances in conflict herewith, be and hereby are, repealed.

SECTION 3. If any section, subsection, sentence, phrase, or clause, of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 4. This ordinance shall be in force and take effect from and after its passage, approval and publication, in pamphlet form, within fifteen days in one issue of the *Grand Island Independent* as provided by law.

Enacted: September 9, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item F7

**#9187 - Consideration of Creating Business Improvement District
#7, South Locust from Stolley Park Road to Highway 34**

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

Staff Contact: Wes Nespor

ORDINANCE NO. 9187

An ordinance amending Chapter 13 Sections 13-81 through 13-86; establishing a business improvement district; establishing the purpose of such district; describing the boundaries of such district; establishing that real property in the area will be subject to a special assessment; establishing a method of assessment; providing for a penalty for failure to pay the special assessment; repealing ordinances in conflict herewith; providing for severability; and providing for publication and the effective date of this ordinance.

WHEREAS, the City Council adopted Resolution 2008-221 on August 26, 2008, which was published on August 28, 2008 in the *Grand Island Independent* establishing the intention to create a business improvement district; and

WHEREAS, pursuant to said resolution, a notice of hearing was published and mailed as required by law, and public hearing duly held at 7:00 p.m. on September 9, 2008, in the Council Chambers at City Hall, 100 East First Street, Grand Island, Nebraska, concerning the formation of such district; and

WHEREAS, the proposed business improvement district is located within the boundaries of an established area of the City zoned for business, public, or commercial purposes; and

WHEREAS, the City Council now finds and determines that a business improvement district should be created in accordance with the proposal contained in said resolution of August 26, 2008.

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

ORDINANCE NO. 9187 (Cont.)

SECTION 1. Article XI and Chapter 13 Sections 81 through 86 of the Grand Island City Code are amended to read:

ARTICLE XI. Business Improvement District No. 7

§13-81 Creation of District.

There is hereby created and established a business improvement district pursuant to Chapter 19, Article 40, Revised Statutes of Nebraska, 1943, as amended, to be known as Business Improvement District No. 7 of the City of Grand Island, Nebraska.

§13-82 Purpose

The purpose, public improvements and facilities to be included in said district shall be:

(A) Improvement of any public place or facility in the district area, including landscaping, physical improvements for decoration or security purposes, and plantings and maintenance, repair, and reconstruction of any improvements or facilities authorized by the Business Improvement District Act, including, but not limited to: maintenance and improvement of the landscaped greenway; maintenance, repair, improvement and replacement of the sprinkler system in the greenway; regular mowing and trimming of the greenway; all facets of the purchase, care and replacement of trash receptacles, benches, welcome signs, streetscape improvements, trees, shrubs and grass and other decorative improvements; snow removal from the sidewalks parallel to S. Locust; employment of or contracting for personnel, purchase of equipment, materials, supplies or other expenses to accomplish the purposes of the district; other incidental or ongoing expenses as needed for the maintenance, improvement and beautification of the green belt area and to accomplish the goals and objectives of the Business Improvement Board of the district.

(B) The district may employ or contract for personnel for any improvement program under the act, and providing for any service as may be necessary or proper to carry out the purposes of the act, including, but not limited to, activities, projects, staff, consulting services, materials, equipment, supplies, and services necessary or convenient for the management of the affairs of the business improvement district, to include budget development and supervision, representation of the interests of the district to public and private entities, research, development, travel, training, development and implementation of business and residential recruitment and retention projects, downtown beautification projects and activities which contribute to regaining, sustaining or improving the economic health and viability of the district and the implementation of the goals and objectives of the Business Improvement Board.

(C) Any other project or undertaking for the betterment of the public facilities in the district area, whether the project be capital or noncapital in nature.

ORDINANCE NO. 9187 (Cont.)

§13-83 District Boundaries

The outer boundaries of Business Improvement District No. 7 are described as follows:

Beginning at the Southeast corner of Section Twenty-Eight (28), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska; thence West on the South line of Section Twenty-Eight (28), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. for a distance of Two Hundred Feet (200'); thence Northerly on a line Two Hundred Feet (200') West of and parallel to the East line of Section Twenty-Eight (28), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. to the North line of Section Twenty-Eight (28), Township Eleven (11) North, Range Nine (9) West of the 6th P.M.; thence East on the North line of Section Twenty-Eight (28), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. to the Northeast corner of Section Twenty-Eight (28), Township Eleven (11) North, Range Nine (9) West of the 6th P.M.; thence continuing East on the North line of Section Twenty-Seven (27), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. for a distance of Three Hundred Seventy-Five Feet (375'); thence South on a line Three Hundred Seventy-Five Feet (375') East of and parallel to the West line of Section Twenty-Seven (27), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. to the South line of Section Twenty-Seven (27), Township Eleven (11) North, Range Nine (9) West of the 6th P.M.; thence West on the South line of Section Twenty-Seven (27), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. for a distance of Three Hundred Seventy-Five Feet (375') to the point of beginning.

Commonly owned properties that are intersected by a boundary line establishing the district shall be considered as entirely within the district unless otherwise determined by the City Council when sitting as a Board of Equalization.

§13-84 Special Assessments

The real property located within the boundaries of Business Improvement District No. 7 shall be subject to special assessment as authorized by Chapter 19, Article 40, Sections 19-4015 through 19-4038, Revised Statutes of Nebraska, 1943, as amended, also known as the Business Improvement District Act.

§13-85 Assessment Method

The method of assessment to be imposed within said district shall be as follows:

ORDINANCE NO. 9187 (Cont.)

(A) In a timely fashion each year, except the initial creating year, a proposed budget shall be prepared for Business Improvement District No. 7 for the ensuing fiscal year to commence on the first day of October and end on the following last day of September.

(B) Said proposed budget shall be considered by the city council during open session at a regularly scheduled city council meeting. Following such consideration, a proposed assessment schedule shall be prepared.

(C) The amount of the special assessment for each property shall be based upon the special benefits to the property as fairly and equitably assessed by the City Council and calculated in accordance with the following formula:

The assessments shall be levied annually as the front footage of the individual real property adjacent to S. Locust Street within the district divided by total front footage of all assessable property in the district times the total special assessment equals individual special assessment. The record owners of the front footages to be used in the above formula shall be the owners, as shown in the office of the Hall County Register of Deeds, in effect on the first day of January of the current year. Owners of property exempt from ad valorem taxes are encouraged to support District activities, promotions, and improvements but property exempt from ad valorem taxes will not be subject to special assessment for this Business Improvement District. Property owned by the Federal Government, the State of Nebraska and political subdivisions thereof shall not be subject to special assessment for this Business Improvement District.

(D) The proposed district shall become effective on October 1, 2008 for a period of five years to terminate on September 30, 2013. The estimated total annual budget for costs and expenses of the work to be performed within such district during the first year totals \$45,000. The estimated total first-year budget by area of work is as follows:

Beautification	\$ 4,100
Implementation and maintenance	\$40,900

In the subsequent four years, the maximum amount of annual assessment and annual budget for the district may exceed the first year assessment and budget amounts but the total budgeted assessment and expenditures will not exceed \$250,000 during the 5 year term of the District, the same being the estimated costs of all projects and maintenance requirements. The assessments levied for the first year shall not exceed \$45,000. The specific improvements for the first year are listed for purposes of estimating the costs and expenses of performing the proposed work and improvements. Although the district is proposed for a five-year period, the City council, after public hearing, shall approve an annual budget for specific improvements in each succeeding year consistent with the ordinance creating the district. The City Council retains the authority to change, modify and remove proposed improvements; however, the proposed improvements cannot exceed the scope of improvements and the annual assessment cannot exceed the maximum amounts of the annual assessment as provided by the ordinance creating the district.

ORDINANCE NO. 9187 (Cont.)

(E) Notice of the proposed assessment shall be published as required by NE. Rev. Statutes Section 19-4030, as amended.

(F) The city council, sitting as a Board of Equalization, shall levy the special assessments on all properties at one time, in accordance with the method of assessment provided above. If the city council finds that the proposed method of assessment does not provide a fair and equitable method of apportioning costs, then it may assess the costs under such method as the city council finds to be fair and equitable.

(G) Said assessments shall be payable in one installment to be come delinquent fifty (50) days after the date of such levy. Delinquent payments shall draw interest at the rate specified in NE. Rev. Statutes Section 45-104.01, as amended. All special assessments provided herein shall be a lien on the property assessed superior and prior to all other liens except general taxes and other special assessments which shall be of equal priority. Liens for special assessments may be foreclosed and are subject to interest at the statutory rate when payment of the assessment is delinquent as provided by law. No special assessment made hereunder shall be void for any irregularity, defect, error or informality in procedure, in levy or equalization thereof.

§13-86 Disestablishment Procedure

In the event requests to disestablish this business improvement district are made and filed with the city clerk within any (30) day period by owners of real property representing fifty percent (50%) or more of the total value of the real property within the district as shown in the office of the Hall County Assessor on the first day of January of the current year, the city council may disestablish the district by ordinance after a hearing before the city council. The city council shall adopt a resolution of intention to disestablish the area at least fifteen days prior to the hearing. The resolution shall give the time and place of the hearing. After hearing, the city council may disestablish the district as provided in the Business Improvement District Act.

SECTION 2. Any ordinance or ordinances in conflict herewith, be and hereby are, repealed. Specifically Sections 13-40 through 13-45 and Sections 13-46 through 13-49 are repealed and reserved.

ORDINANCE NO. 9187 (Cont.)

SECTION 3. If any section, subsection, sentence, phrase, or clause, of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 4. This ordinance shall be in force and take effect from and after its passage, approval and publication, in pamphlet form, within fifteen days in one issue of the *Grand Island Independent* as provided by law.

Enacted: September 9, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item F8

**#9188 - Consideration of Sale of Old Fire Station No. 1 Located at
302 South Pine Street**

Staff Contact: Jim Rowell

Council Agenda Memo

From: Jim Rowell, Fire Chief

Meeting: September 9, 2008

Subject: Sale of Old Fire Station #1

Item #'s: F-8

Presenter(s): Jim Rowell, Fire Chief

Background

Council declared the old Fire Station #1 at 302 South Pine property as surplus and directed staff to prepare a Request for Proposal for interested buyers. Proposals were received and reviewed.

Discussion

An advertisement was published for three consecutive weeks allowing the public the opportunity to respond to the disposal of this property.

Fourteen requests for proposals were provided to interested parties of which three submitted proposals. The proposals were reviewed by members of the committee and evaluated for their response to the criteria in the Request for Proposals. Each committee member assigned their own score to the proposals and then the proposals were reviewed in committee. The results were that the most responsive and best offer was from Mr. Hill as Nebraska Professional Services Inc.

The process then moved to negotiating the best possible agreement with the offerer of the best proposal. The objective being to increase the value of the offer to the community. The property where the fire station is located is comprised of four lots and the fire station stands on two of those lots therefore the buyer of the station would need only the two lots on which it stands which is lots 12 and 13. By separating the two lots from the remaining two lots the city can dispose of the remaining lots at a future time in a manner not yet determined. In order to separate the properties, the steel skeleton structure known as the training tower will have to be removed. This tower sets on two adjoining lots, numbers 11 and 12. Lot 12 is a part of the property that is being proposed to sell while lot 11 will be held along with Lot 10 for disposal at a future date. The disposal of the tower is proposed to be accomplished by the fire department by demolition using fire department

equipment. The department will gain valuable experience training on the use of that equipment. A period of six months is specified in the agreement to allow for the removal of the tower.

The original dollar offer was increased by \$5,000.00 making it \$70,000.00. The land being sold was reduced by half to two lots allowing future benefit from the disposal of that property.

The committee believes this to be the best offer and recommends approval.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the agreement for the sale of the property at 302 South Pine to David C. Hill from Grand Island, Nebraska in the amount of \$70,000.00.

Sample Motion

Move to approve the agreement to sell the property at 302 South Pine known as old Fire Station #1 to David C. Hill from Grand Island, Nebraska in the amount of \$70,000.00.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
SALE OF OLD FIRE STATION NO. 1**

RFP DUE DATE: February 28, 2008 at 4:00 p.m.
DEPARTMENT: Fire
PUBLICATION DATE: January 17, 2008
NO. POTENTIAL BIDDERS: 15

SUMMARY OF PROPOSALS RECEIVED

Brian L. Schwartz
Grand Island NE

David Hill Nebraska Professional Services
Grand Island, NE

Retzler Development Group, LLC
Grand Island NE

cc: Jim Rowell, Fire Chief
Jeff Pederson, City Administrator
Dale Shotkoski, City Attorney
Sherry Peters, Legal Secretary

Chris Hoffman, Fire Admin. Assist.
David Springer, Finance Director
Wes Nespor, Assist. City Attorney

P1225

AGREEMENT FOR SALE OF REAL ESTATE

THIS AGREEMENT is made between the City of Grand Island, Nebraska, hereinafter called SELLER, and David C. Hill, hereinafter called the BUYER.

1. **Description**. The Seller agrees to sell to the Buyer and the Buyer agrees to purchase from the Seller the following real property:

Lots Twelve and Thirteen (12 & 13) of Campbell's Subdivision in the City Of Grand Island, Hall County, Nebraska.

2. **Default**. It is agreed that if the Buyers default in the payments or in the performance of any other terms of this contract for a period of thirty (30) days after any of the payments are due, the Seller may take any action, including specific performance, afforded to the Seller under Nebraska Law.

3. **Consideration**. The Buyers agree to pay the sum of \$70,000.00 at closing which shall be held within 30 days after the remonstrance period.

4. **Warranty of Real Improvements**. The Buyer acknowledges that Buyer has made a full and complete inspection of all real improvements, including residence, if any, and have received from the Seller all information and data pertaining thereto which the Buyer desires or require. The Buyer acknowledges that neither the Seller nor anyone acting on behalf of the Seller has made any representation with respect to the real improvements including the premises, the physical condition of the real improvements or the state of repair or maintenance. The Buyer acknowledges that Buyer is not relying on any statement or representation with respect to any real improvements other than those obtained by the Buyer from sources other than the Sellers or any one acting on behalf of the Seller. Buyer agrees to accept the real improvements "as is" and in the real improvements' present condition and state of repair. The Buyer acknowledges that the Seller is making no warranties, express or implied, with respect to the conditions of the premises. The Buyer agrees that, except if specifically provided, the Seller is not liable or bound in any manner by express warranties pertaining to any real improvements on the real estate, including the residence. This purchase agreement includes all prior negotiations, conversations, understanding and agreements between the parties, oral or written, which are all merged in this agreement. The Seller has previously disclosed the presence of asbestos in the building

5. **Abstract or Title Insurance**. Title insurance shall be provided and shall be paid 50% by seller and 50% plus lender's coverage and riders by the buyer.

6. **Type of Title**. The Seller will execute and convey a Warranty Deed. The Grantee in the Deed is hereby specified by Buyer as follows:

David C. Hill.

7. **Taxes.** The City was exempt from ad valorem taxes.
8. **Possession - Closing.** Possession of the real property will be given the Buyer by the Seller at closing of the transaction.
9. **Title.** Title to the real property and any personal property conveyed will remain in Seller until closing.
10. **Transfer Tax.** The Seller agrees to pay any transfer tax as required by the State of Nebraska on the purchase price at the time of closing.
11. **Liens and encumbrances.** All parties agree to keep the property described free from any liens and encumbrances unless otherwise stated.
12. **Assignment.** The Buyer may not sell or assign this contract without the written consent of the Seller except that the title being conveyed may be placed in a partnership or a corporation formed by the Buyer, not to include any other parties except the Buyer or his spouse.
13. **Insurance.** Insurance will be maintained for fire and extended coverage on the improvements until closing.
14. **Training tower.** Seller reserves a right of ingress and egress over the property conveyed for the purpose of dismantling and removing the training tower located partially upon lot 12. The right of ingress and egress will be for six months from the date of closing during which period the tower (except slab and foundation) will be removed by the City. It is understood that the tower is not included in the sale of this real estate. Any bolts or anchors will be cut off flush with the slab or foundation after the tower is removed but the slab and foundation will not be removed by the City. The City agrees to hold buyer harmless from any claims of third parties for injuries arising out of the presence of the tower prior to its removal.
15. **Water, Sewer, Zoning and Survey.** The property and real improvements are sold and conveyed subject to the following matters which shall not constitute objections to title and will be permitted exceptions.
 - A. All zoning and building laws, ordinances and regulations of state, local and federal authorities having jurisdiction which effect the improvements and the use of the improvements, including private water sources; private septic tanks either in lands in the county or within city or village limits.
 - B. Any stated facts or conditions an accurate survey or personal inspection made of the premises at the time of closing would disclose, including any leasehold rights and including easements of record or easily visible or known to the Buyer.
16. **Lease.** The property is not currently subject to a lease.
17. **Covenants.** It is mutually agreed that all of the covenants contained shall extend

to and be obligatory upon the heirs, personal representatives and assigns of the parties.

18. **Allocation of Expenses of Sale.** The parties agree that the expenses of closing the sale transaction shall be allocated as follows:

Buyer is responsible for the cost of recording the deed and a portion of title insurance expenses as set forth in paragraph 5. Those payments will be made directly to the Register of deeds and the title insurance company. Each party will pay its own attorneys' fees.

19. **Remonstrance.** The sale of real estate by the City is subject to the citizens' right of remonstrance. In the event of remonstrance, this agreement shall become void and neither party shall be entitled to damages from the other.

20. **FUNDS AT CLOSING. STATE LAW NOW REQUIRES BUYER AND SELLER TO REMIT PURCHASE PRICE AND CLOSING COSTS BY GOOD FUNDS ONLY. THIS MEANS THAT ALL FUNDS NEEDED AT CLOSING MUST BE IN THE FORM OF A CASHIER'S CHECK, MONEY ORDER, CASH OR CERTIFIED BANK DRAFT. PERSONAL CHECKS WILL NOT BE ACCEPTED AT CLOSING AND WILL RESULT IN THE DELAY OF CLOSING.**

IN WITNESS WHEREOF the parties have hereunto executed this agreement in duplicate original counterparts on the dates as shown by their respective signatures.

The City of Grand Island, Nebraska

Dated: _____

Margaret Hornady, Mayor

David C. Hill.

Dated: _____

David C. Hill

STATE OF NEBRASKA

ss:

COUNTY OF HALL

Before me, a notary public duly qualified for said county, personally came Margaret Hornady, Mayor of Grand Island, Nebraska, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act on behalf of the City of Grand Island.

Witness my hand and notary seal on the _____ day of _____, 2008.

Notary Public

STATE OF NEBRASKA

ss:

COUNTY OF HALL

Before me, a notary public duly qualified for said county, personally came David C. Hill, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act.

Witness my hand and notary seal on the _____ day of _____, 2008.

Notary Public

REAL ESTATE CONTRACT SUPPLEMENTAL INFORMATION

SELLER:

Name(s): _____ ☐ Single
_____ ☐ Husband & Wife

Address: _____

City, State, Zip: _____

Phone #: _____ Day
_____ Evening

SSN: _____ SSN: _____

BUYER:

Name(s): _____ ☐ Single
_____ ☐ Husband & Wife
(Names in which Title to be taken) ☐ JT WROS
☐ Ten. in Common

Address: _____

City, State, Zip: _____

Phone #: _____ Day
_____ Evening

SSN: _____ SSN: _____

LENDER:

Name: _____

Address: _____

City, State, Zip: _____

Phone #: _____

☐ Abstract ☐ Title Ins. (Coverage Amt.)
☐ Owner's \$ _____ ☐ Lender's \$ _____

ORDINANCE NO. 9188

An ordinance directing and authorizing the sale of real estate to David C. Hill; providing for the giving of notice of such conveyance and the terms thereof; providing for the right to file a remonstrance against such conveyance; providing for publication and the effective date of this ordinance.

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

SECTION 1. The City of Grand Island, Nebraska, will convey to David C. Hill. a tract of land legally described as:

Lots Twelve and Thirteen (12 & 13) of Campbell's Subdivision to the City of Grand Island, Hall County, Nebraska

SECTION 2. In consideration for such conveyance the purchaser shall pay the City the sum of Seventy Thousand and No/100 Dollars (\$70,000.00). The buyer will be responsible for the costs of recording the deed and one half the cost of a title insurance owner's policy and all the cost of any lender's policy. Conveyance of the real estate above described shall be by warranty deed, upon payment of the consideration pursuant to the terms and conditions of an Agreement for Warranty Deed between the parties.

SECTION 3. As provided by law, notice of such conveyance and the terms thereof shall be published for three consecutive weeks in the *Grand Island Independent*, a newspaper published for general circulation in the City of Grand Island. Immediately after the passage and publication of this ordinance, the City Clerk is hereby directed and instructed to prepare and publish said notice.

ORDINANCE NO. 9188 (Cont.)

SECTION 4. Authority is hereby granted to the electors of the City of Grand Island to file a remonstrance against the conveyance of such within described real estate; and if a remonstrance against such conveyance signed by registered voters of the City of Grand Island equal in number to thirty percent of the registered voters of the City of Grand Island voting at the last regular municipal election held in such City be filed with the City Council within thirty days of passage and publication of such ordinance, said property shall not then, nor within one year thereafter, be conveyed.

SECTION 5. The conveyance of said real estate is hereby authorized, directed and confirmed; and if no remonstrance be filed against such conveyance, the Mayor shall make, execute and deliver to David C. Hill a warranty deed for said real estate, and the execution of such deed is hereby authorized without further action on behalf of the City Council.

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

Enacted: September 9, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item F9

#9189 - Consideration of Occupation Tax on Food Services, Beverage Places and Restaurants

This item relates to the aforementioned Public Hearing Item E-10.

Staff Contact: Jeff Pederson

ORDINANCE NO. 9189

An ordinance amend Chapter 23 of the Grand Island City Code; to add Sections 23-64 through Section 23-78 pertaining to food services, drinking places and restaurant tax; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 23 of the Grand Island City Code is hereby amended to include Section 23-64 through Section 23-78 to read as follows:

Article VII.
FOOD SERVICES, DRINKING PLACES, AND RESTAURANT TAX

§23-64. Definitions.

As used in this Article, the following words and phrases shall have the meanings ascribed to them in this section, except where the context clearly indicates or requires a different meaning:

(A) City shall mean the City of Grand Island and the area within the corporate limits of the City of Grand Island.

(B) Drinking places shall mean any establishment offering the public on premises consumption of food and/or non-alcoholic beverages. Such businesses include, but are not limited to, bars, taverns, night clubs, dance halls, restaurants, race tracks, and arenas. The term shall not include:

(i) any business offering food or beverages free of charge. The term “free of charge” means without any consideration, donation, contributions, or monetary charges of any nature paid for access to a facility or its services and, without limitation, requires the absence of any admission charge, cover charge, table reservation fee, gate charges, seat charges, entertainment fee, green fees, or required minimum purchase of food, refreshments, or merchandise.

(ii) any state or county fair.

(C) Finance Director shall mean the Finance Director of the City of Grand Island.

(D) Food shall include all edible refreshment or nourishment, whether solid, semi-solid, liquid or otherwise, except snack foods, which shall mean unopened bottles or cans of soft drinks; chewing gum; candy; popcorn, peanuts and other nuts; unopened packages of cookies, donuts, crackers and potato chips; and other items of essentially the same nature and consumed for essentially the same purpose which are packaged for home consumption.

(E) Person shall mean any natural person, individual, partnership, association, organization or corporation of any kind or character engaging in the business of providing food services, drinking places, or restaurants.

ORDINANCE NO. 9189 (Cont.)

(F) Restaurant shall mean any place that is kept, used, maintained, advertised, or held out to the public as a place where food is prepared and sold for immediate consumption on the premises. The term includes, but is not limited to, cafes, grills, bistros, delicatessens, coffee shops, bakeries, lunch counters, and sandwich stands. The term includes a space or area within a hotel, motel, bed and breakfast, boarding house, hospital, or office building where food is sold or consumed if a separate charge is made for such food. The term does not include:

(i) A grocery store, convenience store, supermarket, or a hotel, motel, or other place offering lodging, except for any space or area therein designated as a place where the public may consume food.

(ii) A religious, civic, educational, charitable, governmental, or political organization exempt from income taxes under the United States Internal Revenue Code that offers food solely to its members or students.

(iii) A daycare center, public or private, that offers food solely to its employees or the children staying at the center.

(iv) A convalescent home, nursing home, home for the aged or infirmed, or substance abuse facility that offers food solely to its residents.

(v) Premises where food is obtained solely from vending machines operated by coin or card operation regardless of whether the food may be consumed on the premises.

(vi) Temporary stands at festivals or other similar events from which food ready for consumption is sold unless entrance to the place at which the food is sold is subject to an admission charge.

(H) Taxpayer shall mean any person engaged in the food services and drinking places businesses herein defined who is required to pay the tax herein imposed.

§23-65. Intent and Purpose of Article

(A) The City Council determines and declares that persons engaging in, carrying on, or pursuing any food services, drinking places business, or restaurant are directly or indirectly benefited from tourism, that places unique demands on the City's resources, but which is an activity that should be promoted and encouraged. Further, people who patronize a business for food and drinking places purposes within the City and the areas within the corporate limits of the same are exercising a privilege and generating revenue subject to taxation.

(B) Pursuant to the authority of Nebraska Revised Statute R.R.S. 1943, Section 16-205, the City Council finds, determines and declares that it is appropriate that a tax be imposed on all food services, drinking places businesses, and restaurants as herein defined for the purpose of raising revenues. The foregoing determination is made with due consideration of business in the City and the relation of business to the municipal welfare, together with relation thereof, to expenditures required by the City, and with consideration of just, proper and equitable distribution of the tax burdens within the City and other properly associated matters.

§23-66. Tax Imposed; Collection of Tax

(A) On or after December 1, 2008 and in each calendar month thereafter there is hereby imposed a food services and drinking places occupational privilege tax upon each and every person conducting food services, drinking places business, or restaurants within the City for any period of time during a calendar month. The amount of such tax shall be one and one-

ORDINANCE NO. 9189 (Cont.)

half percent (1½%) of all gross receipts for each calendar month derived from the food services and drinking places business subject to this tax.

(B) The person engaged in the food services, drinking places business, and/or restaurants may itemize the tax levied on a bill, receipt, or other invoice to the purchaser, but each person engaged in food services, drinking places business, or restaurant shall remain liable for the tax imposed by this section.

(C) Gross receipts subject to the tax shall include receipts from the sale of food and non-alcoholic beverages. Gross receipts subject to tax shall also include the receipts of sale of food in a restaurant with facilities for consumption on the premises even if the food is not actually consumed on the premises, including the receipts from prepared “take out”, “drive through”, or “to go” food, and receipts from the sale of food and non-alcoholic beverages as a concession at a race track or arena.

§23-67. Tax Imposed for Revenue Purposes; Tax Cumulative

(A) The tax imposed by this article is purely for revenue purposes to support the government of the City. The levy of the tax under this article is in addition to all other fees, taxes, excises and licenses levied and imposed under any contract or any other provisions of this Code or ordinances of the City, in addition to any fee, tax, excise or license imposed by the state.

(B) Payment of the tax imposed by this article shall not relieve the person paying the same from payment of any other tax now or hereafter imposed by contract or ordinance or by this Code, including those imposed for any business or occupation he or she may carry on, unless so provided therein. It is the intent of this Council that the occupational taxes imposed by this article shall be cumulative except where otherwise specifically provided.

§23-68. Exemptions

(A) The tax imposed by this article shall not be due on:

(a) Any fee received exclusively by a religious, civic, educational, charitable, governmental, or political organization exempt from income taxes under the United States Internal Revenue Code.

(b) Any fee received for any scientific and literary lectures or entertainment as described in Nebraska Revised Statutes Section 16-205.

(c) Any fee received for concerts and all other musical entertainments given exclusively by the citizens of the City as defined in Nebraska Revised Statutes Section 16-205.

(d) Any fee received by any person engaged in business within the City not within the taxing power of the City under the Constitution of the United States and the Constitution and Statutes of the State of Nebraska.

(e) The value of food or beverages furnished by food services and drinking places to employees as part of their compensation when no charge is made to the employee.

(f) Tips to an employee of a food services and drinking places when the amount of the tip is wholly in the discretion of the purchaser, whether or not the tip is paid to the employee or added to the bill and if the sole amount of the tip is turned over to the employee. Amounts that are added to the price of the meal and required to be paid by the purchaser, whether or not designated as a tip or a service charge, shall be exempt as a tip to the extent the mandatory amount does not exceed twenty percent (20%) of the sales price.

ORDINANCE NO. 9189 (Cont.)

§23-69. Return

(A) Each and every person engaged in the food services, drinking places business and/or restaurants within the City for the calendar month beginning December 2008, and for each and every calendar month thereafter, shall prepare and file, on or before the last day of the month following on a form prescribed by the Finance Director, a return for the taxable calendar month, and at the same time pay to the Finance Director the tax herein imposed.

(B) The Finance Director may, by regulation, specify a uniform class of taxpayer that may make reports and remittances quarterly in lieu of monthly taking into consideration the amount of tax due. In addition, a person subject to the tax imposed herein may, upon written application to and with the written consent of the Finance Director, make reports and remittances on a quarterly basis in lieu of monthly. Such quarterly reports shall be due on the 15th day of April, July, October, and January of each year and shall report the gross receipts and the amount due for the three (3) months immediately preceding the months in which the reports and remittances are required.

§23-70. Suspension or Revocation of Other Licenses

(A) No delinquency in payment of the tax herein provided for by this article and no revocation or conviction for violation of this article shall be grounds for the suspension or revocation of any other license issued to any person engaged in business within the City by the Finance Director or any other official of the City under any licensing provisions of this Code or other ordinances, nor shall the same be grounds for the suspension or revocation of any other license issued by any licensing authority pursuant to the statutes enacted by the State of Nebraska.

§23-71. Failure to File Return; Delinquency; Assessment by Finance Director

(A) If any person neglects or refuses to make a return or payment of the taxes as required by this article, the Finance Director shall make an estimate, based upon such information as may be reasonably available, of the amount of taxes due for the period or periods for which the taxpayer is delinquent, and upon the basis of such estimated amount, compute and assess in addition thereto a penalty equal to ten percent (10%) thereof, together with interest on such delinquent taxes, at the rate of one percent (1%) per month, or fraction thereof from the date when due.

(B) The Finance Director shall give the delinquent taxpayer written notice of such estimated taxes, penalty, and interest, which notice must be served personally or by certified mail.

(C) Such estimate shall thereupon become an assessment, and such assessment shall be final and due and payable from the taxpayer to the Finance Director ten (10) days from the date of service of the notice or the date of mailing by certified mail; however, within such ten (10) day period the delinquent taxpayer may petition the Finance Director for a revision or modification of such assessment and shall, within such ten (10) day period, furnish the Finance Director the facts and correct figures showing the correct amount of such taxes.

(D) Such petition shall be in writing, and the facts and figures submitted shall be submitted in writing and shall be given under oath of the taxpayer.

(E) Thereupon, the Finance Director shall modify such assessment in accordance with the facts which he or she deems correct. Such adjusted assessment shall be made in writing, and

ORDINANCE NO. 9189 (Cont.)

notice thereof shall be mailed to the taxpayer within ten (10) days; and all such decisions shall become final upon the expiration of thirty (30) days from the date of service, unless proceedings are commenced within that time for appeal in the District Court of Hall County, Nebraska by the filing of a petition with the Clerk of the Court. This appeal shall be conducted in conformance with the Nebraska Rules of Civil Procedure and Rules of the Court as may be adopted by the Court or enacted by the Legislature.

§23-72. Jeopardy Assessment

(A) If the Finance Director finds that the collection of the tax will be jeopardized by delay, in his or her discretion, he or she may declare the taxable period immediately terminated, determine the tax, and issue notice and demand for payment thereof, and, having done so, the tax shall be due and payable forthwith, and the Finance Director may proceed to collect such tax as hereinafter provided.

(B) Collection may be stayed if the taxpayer gives such security for payment as shall be reasonably satisfactory to the Finance Director.

§23-73. Administration of Article; Miscellaneous Provisions

(A) Administration by Finance Director. The administration of the provisions of this article are hereby vested in the Finance Director, who shall prescribe forms in conformity with this article for the making of returns, for the ascertainment, assessment and collection of the tax imposed hereunder, and for the proper administration and enforcement hereof.

(B) Duties performed by others. Duties of the Finance Director herein provided may be performed by any qualified person designated by the Finance Director.

(C) Notices to be sent by registered or certified mail. All notices required to be given to the taxpayer under the provisions of this article shall be in writing, and if mailed postpaid by registered or certified mail, return receipt requested, to him or her at his or her last known address shall be sufficient for the purposes of this article.

(D) Duty to keep books and records. It shall be the duty of every taxpayer to keep and preserve suitable records and other books or accounts as may be necessary to determine the amount of tax for which he/she is liable hereunder.

(i) Records of the gross revenue by which this tax is measured shall be kept separate and apart from the records of other sales or receipts in order to facilitate the examination of books and records as necessary for the collection of this tax.

(ii) It shall be the duty of every such taxpayer to keep and preserve for a period of three (3) years all such books, invoices and other records, which shall be open for examination at any time by the Finance Director or his or her duly designated persons. If such person keeps or maintains his books, invoices, accounts or other records, or any thereof, outside of the state, upon demand of the Finance Director he/she shall make the same available at a suitable place within the City, to be designated by the Finance Director, for examination, inspection and audit by the Finance Director or his or her duly authorized persons.

(iii) The Finance Director, in his or her discretion, may make, permit or cause to be made the examination, inspection or audit of books, invoices, accounts or other records so kept or maintained by such person outside of the state at the place where same are kept or maintained or at any place outside the state where the same may be made available, provided such person shall have entered into a binding agreement with the City to reimburse it for all costs

ORDINANCE NO. 9189 (Cont.)

and expenses incurred by it in order to have such examination, inspection or audit made in such place.

(E) Investigation of taxpayer's books. For the purpose of ascertaining the correctness of a return, or for the purpose of determining the amount of tax due from any person, the Finance Director or his or her duly authorized persons, may hold investigations and hearings concerning any matters covered by this article; and may examine any relevant books, papers, records or memoranda of any such person; and may require the attendance of such person, or any officer or employee of such person, or of any person having knowledge thereof; and may take testimony and require proof of his or her information. The Finance Director and his or her duly authorized persons shall have power to administer oath to such persons.

(F) Sale of business. Whenever any taxpayer sells his/her food services, drinking places business, or restaurant or quits engaging in such business, any tax payable under this article shall become immediately due and payable and such person shall immediately make a report and pay the tax due.

(G) Status of unpaid tax and bankruptcy and receivership. Whenever the business or property of any taxpayer subject to this article shall be placed in receivership, bankruptcy or assignment for the benefit of creditors, or seized under distraint for property taxes, all taxes, penalties, and interest imposed by this article and for which the taxpayer is in any way liable under the terms of this article shall be a prior and preferred lien against the property of the taxpayer, except as to pre-existing claims or liens of a bona fide mortgagee, pledgee, judgment creditor or purchaser whose rights shall have attached prior to the filing of the notice as hereinafter provided on the property of the taxpayer, other than the goods, stock in trade, and business fixtures of such taxpayer; and no sheriff, receiver, assignee or other official shall sell the property of any person subject to this article under process or order of any court without first ascertaining from the Finance Director the amount of any taxes due and payable under this article; and if there be any such taxes due, owing and unpaid, it shall be the duty of such officer to first pay the amount of such taxes out of the proceeds of such sale before making payment of any monies to any judgment creditor or other claimants of whatsoever kind or nature, except the cost of the proceedings and other pre-existing claims or liens as above provided.

(H) Release of liens. The tax imposed by this article, together with the interest and penalties herein provided and the cost of collection which may be incurred, shall be and, until paid, remain a first and prior lien, except as otherwise provided by the constitution or statute, superior to all other liens, on all the merchandise, furniture and fixtures, tools and equipment of the taxpayer within the City, and may be foreclosed by seizing under distraint and sale of so much of said merchandise, furniture and fixtures, tools and equipment, as may be necessary to discharge the lien. The lien created by this article shall apply only to tax obligations hereafter incurred. Any lien for taxes as shown on the records of the county clerks and recorders as herein provided shall, upon the payment of all taxes, penalties and interest covered thereby, be released by the Finance Director in the same manner as mortgages or judgments are released.

(I) Statute of Limitations. No suit for collection of any taxes imposed by this article for any interest thereon or penalties with respect thereto may be instituted, or any other action to collect the same shall be commenced, nor shall any notice of lien be filed, or distraint warrant be issued, more than three (3) years after the date on which the tax was or is payable. In case of a false or fraudulent return with intent to evade tax, the tax, together with interest and penalties thereon, may be assessed or proceedings for the collection of such taxes may be begun at any

ORDINANCE NO. 9189 (Cont.)

time. Before the expiration of such period of limitation, the taxpayer and the Finance Director may agree in writing to an extension thereof; and the period so agreed on may be extended by subsequent agreement in writing.

§23-74. Recovery of Unpaid Tax by Action at Law

(A) The Finance Director may also treat any such taxes, penalties or interest due and unpaid as a debt due the City.

(B) In case of failure to pay the taxes, or any portion thereof, or any penalty or interest thereon when due, the Finance Director may recover at law the amount of such taxes, penalties and interest in any court of Hall County, Nebraska or of the county wherein the taxpayer resides or has its principal place of business having jurisdiction of the amounts sought to be collected.

(C) The return of the taxpayer or the assessment made by the Finance Director, as herein provided, shall be prima facie proof of the amount due.

(D) Such actions may be actions and attachments, and writs of attachment may be issued to the constable or sheriff, as the case may be; and in any such proceeding no bond shall be required of the Finance Director except as may be required by statute, nor shall any constable or sheriff require of the Finance Director an indemnifying bond for executing the writ of attachment or writ of execution upon any judgment entered in such proceeding; and, in accordance with the procedure established by statute, if any, the Finance Director may prosecute appeals or writs of error in such cases without the necessity of providing bond therefor;

(E) The city attorney, when requested by the Finance Director, with the consent of the Mayor, may commence an action for the recovery of taxes due under this article; and this remedy shall be in addition to all other existing remedies, or remedies provided in this article.

§23-75. City a Party to Title Actions for Determination of Lien

In any action affecting the title to real estate or the ownership or rights to possession of personal property, the City may be made a party defendant for the purpose of obtaining a judgment or determination of its lien upon the property involved therein.

§23-76. Authority of Finance Director to Waive Penalty

The Finance Director is hereby authorized to waive, for good cause shown, any penalty assessed as in this article provided; and any interest imposed in excess of six percent (6%) per annum shall be deemed a penalty.

§23-77. Penalty.

(A) *Penalties for deficiencies caused by disregard of rules.* If any part of the deficiency is due to negligence or intentional disregard of authorized rules and regulations with knowledge thereof, but without intent to defraud, there shall be added ten percent (10%) of the total amount of the deficiency; and in such case interest shall be collected at the rate of one percent (1%) per month, or fraction thereof, on the amount of the deficiency from the time the return was due, from the person required to file the return, which interest in addition shall become due and payable within ten (10) days after written notice and demand by the Finance Director.

ORDINANCE NO. 9189 (Cont.)

(B) Penalties for deficiencies caused by fraud. If any part of the deficiency is due to fraud with the intent to evade the tax, then there shall be added fifty percent (50%) of the total amount of the deficiency, and in such case the whole amount of the tax that is unpaid, including the additions, shall become due and payable ten (10) days after written notice and demand by the Finance Director, and an additional one percent (1%) per month, or fraction thereof, on said amounts shall be added from the date the return was due until paid.

§23-78. Severability.

If any provisions, clause, sentence or paragraph of this article or the application thereof to any person or circumstances shall be held invalid, that invalidity shall not affect the other provisions of this article which can be given effect without the invalid provision or application, and to this end the provisions of this article are declared to be severable.

SECTION 2. Any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 3. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: September 9, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item G1

Approving Minutes of August 26, 2008 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

August 26, 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 August 26, 2008. Notice of the meeting was given in *The Grand Island Independent* on August 20, 2008.

Mayor Hornady called the meeting to order at 7:00 p.m. The following City Council members were present: Councilmember's Brown, Haase, Zapata, Gericke, Carney, Gilbert, Ramsey, Niemann, and Meyer. Councilmember Nickerson 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 Steve Warriner, Abundant Life Christian Center, 3409 West Faidley Avenue followed by the PLEDGE OF ALLEGIANCE.

COMMUNICATION: Mayor Hornady introduced Community Youth Council members Paige Liess and Claire Mackey.

PUBLIC HEARINGS:

Public Hearing on Request from Hooker Brothers Construction Co. for a Conditional Use Permit to Stockpile Recyclable Concrete and Asphalt Located at 3016 North Webb Road. Craig Lewis, Building Department Director reported Hooker Brothers Construction Co. had applied for a Conditional Use Permit to stockpile concrete and asphalt materials at 3016 North Webb Road It was recommended council approve the conditional use permit with the following conditions:

- (a). The permit shall be granted for a two year period with the possibility of a renewal at the end of the initial period.
- (b). Pumping of material for sale shall not be allowed. Pumping and dredging to reshape and create an adequate depth of the proposed lake is permissible.
- (c). The finished width of developable property adjacent to the public right of way shall be 300 feet at the time of completion. A setback of 100 feet from any adjacent property line shall be maintained between any reshaping of the lake or any recycling operation.
- (d). Development activities (including lighting) at the site shall be limited to daylight hours (15) minutes before sunrise and (15) minutes after sunset Mondays through Saturday. No development activities shall be permitted on Sundays or from fifteen minutes after sunset or fifteen minutes before sunrise.
- (e). Materials and equipment shall not be stored on the property within any easements or the regulated floodway as determined by the Federal Emergency Management Agency or it's successor and the entity with jurisdiction and authority to enforce floodplain regulations. No product, material or equipment shall be stored within any easement or in such a manor that it would violate any safety provisions of the National Electric Safety code.
- (f). All dead trees, rubbish, and debris, if any must be cleared from the real estate as soon as practical and such real estate must, at all times be kept in a clean and neat condition.

- (g). No trash, rubbish, debris, dead trees, lumber, bricks, refuse or junk material of any nature whatsoever shall be dumped, placed, or located upon such real estate.
- (h). Applicant shall not use the real estate in any way so as to create or result in an unreasonable hazard or nuisance to adjacent land owners or to the general public.
- (i). Applicant shall maintain any and all drainage ditches that may be located upon the real estate.
- (j). Applicant shall not permit the hauling of any material from the premises over and across any public highway or road unless said material is completely dry and free from water or is hauled in trucks which are designed and equipped so as to prevent water from leaking onto the traveled portion of the roadbed.
- (k). All water accumulated upon the premises by virtue of such operations shall be retained upon the premises and shall not flow upon or encroach upon any adjacent land. Only surface waters that have historically flowed from the premises shall be permitted to leave the same historical natural drainage ways.
- (l). If at any time during the life of the permit the operation shall cease for a continuous 12 months the permit shall become void and a renewal shall be obtained before becoming once again operational.

The following people spoke:

- Theresa Marble, 3004 N. Webb Road – support with conditions as presented by the Building Department
- Golda Bockbrader, 3005 N. Webb Road – spoke of concerns with depth of lake and water problems
- Jim Washington, 3012 N. Webb Road - opposed
- Kelley Sok, 3120 N. Webb Road – support with conditions as presented by the Building Department
- Rod Hooker, Hooker Brothers Construction Company - support

No further public testimony was heard.

Public Hearing and Approval of Revolving Loan Funds for Environmental Review Update at Cornhusker Army Ammunition Plant/Industrial Park. Joni Kuzma, Community Development Administrator reported the Reuse Committee met on August 12, 2008 and voted to recommend the City Council approve use of \$43,750 of Reuse funds for the Cornhusker Industrial Park environmental review. No public testimony was heard.

Public Hearing on Creation of Business Improvement District #8, Downtown. Wes Nespor, Attorney reported the Mayor and Council set preliminary boundaries and appointed an initial Board of Directors for Business Improvement District #8. The next step in the process was to hold a public hearing to hear all protests and receive evidence for or against the District and to adopt the Ordinance formally creating the District.

The following people spoke:

- Galen Lambrecht, 1112 East Street, Wood River – opposed
- Terry Taylor, 222 South Eddy Street – opposed
- Bill Francis, Attorney for five property owners spoke in opposition and submitted a Protest Petition signed by James S. Reed, Arlene M. Baasch, Richard H. Baasch, Ronald

E. Trumpe, and Larry C. Gerdes. Also commented on a mistake in Resolution #2008-211 setting the boundaries for BID #8.

- Bruce Eberle, 3219 Hiawatha – supported
- Larry Royle, 112 West Charles - opposed

No further public testimony was heard. City Clerk RaNae Edwards read the names of those owners protesting the district.

Mr. Nespor explained the process of what needed to happen before the Public Hearing was closed and the opportunity for those present to sign a protest. This matter was delayed to the end of the meeting.

CONSENT AGENDA: Consent agenda item G-11 was pulled for further discussion. Motion by Meyer, second by Zapata to approve the Consent Agenda excluding item G-11. Upon roll call vote, all voted aye. Motion adopted.

Receipt of Official Document – Tort Claim Filed by Jeff Raitt.

Approving Minutes of August 12, 2008 City Council Regular Meeting.

Approving Minutes of August 19 and 20, 2008 City Council Budget Meetings.

#2008-218 – Approving Interlocal Agreement for the Central Nebraska Environmental Complex.

#2008-219 – Approving Grant Application with the Nebraska Environmental Trust for the Central Nebraska Environmental Complex.

#2008-220 – Approving Resolution of Intent to Create Business Improvement District #6, Second Street.

#2008-221 – Approving Resolution of Intent to Create Business Improvement District #7, South Locust Street from Hwy 34 to Stolley Park Road.

#2008-222 – Approving FY 2008-2009 Annual Budget for Business Improvement District #4, South Locust Street from Stolley Park Road to Fonner Park Road and Setting September 23, 2008 for Board of Equalization.

#2008-223 – Approving FY 2008-2009 Annual Budget for Business Improvement District #6, 2nd Street from Garfield Avenue to Eddy Street and Setting September 23, 2008 for Board of Equalization.

#2008-224 – Approving FY 2008-2009 Annual Budget for Business Improvement District #7, South Locust Street from Stolley Park Road to Highway 34 and Setting September 23, 2008 for Board of Equalization.

#2008-226 – Approving Revolving Loan Funds for Environmental Review Update at Cornhusker Army Ammunition Plant/Industrial Park.

#2008-227 – Approving Bid Award for Skid Steer Loader for the Streets Division with Central Nebraska Bobcat of Grand Island, Nebraska in an Amount of \$24,430.00.

#2008-228 – Approving Contract for Anaerobic Digestion System for the Wastewater Division of the Public Works Department with Black and Veatch of Kansas City, Missouri in an Amount not-to-exceed \$900,000.00.

#2008-229 – Approving Change Order No. 1 for the 2008 Asphalt Resurfacing Project No. 2008-AC-1 with Gary Smith Construction Company, Inc. of Grand Island Nebraska for an Increase of \$29,216.24 and a Revised Contract Amount of \$747,592.92.

#2008-230 – Approving Certificate of Final Completion for the 2008 Asphalt Resurfacing Project No. 2008-AC-1 with Gary Smith Construction Company, Inc. of Grand Island, Nebraska.

#2008-231 – Approving Contract Amount Correction to Resolution 2008-122; Bid Award to The Diamond Engineering Company of Grand Island, Nebraska for the Construction of Street Improvement District No. 1256; Correct Amount of \$3,379,328.25.

#2008-232 – Approving Annual Agreement for Operating System and Database Administration Support with MUNIS, Inc. for September 14, 2008 to September 13, 2009 for Operating System Support \$22,755.32; Munis Licensing and Support \$78,977.30; Data Base Service Support \$4,583.25; and User Interface Support \$3,000.00.

#2008-233 – Approving Renewal of Boiler and Machinery Insurance for Utilities Department with Factory Mutual Insurance Company of St. Louis, Missouri in an Amount of \$393,651.00.

#2008-234 – Approving Agreement with Platte Valley Weed Management Area for Invasive Plant Control and River Restoration at no cost to the City.

#2008-235 – Approving One (1) 500W Analog UHF Television Transmitter with Installation with LARCAN USA of Lafayette, Colorado in an Amount of \$36,550.00.

REQUESTS AND REFERRALS:

Consideration of Request from Hooker Brothers Construction Co. for a Conditional Use Permit to Stockpile Recyclable Concrete and Asphalt Located at 3016 North Webb Road. Craig Lewis, Building Department Director reported this item related to the aforementioned Public Hearing.

Discussion was held concerning the crushed asphalt and the depth of the lake.

Motion by Gilbert second by Carney to approve the request with conditions as presented at the Public Hearing.

Motion by Gericke, second by Haase to amend the motion for a two year permit only.

Discussion was held whether Hooker Brothers could come back to Council to continue the permit after the two years expired. Craig Lewis, Building Department Director stated they could.

Motion by Gilbert, second by Carney to call the question. Upon roll call vote, all voted aye. Motion adopted.

Upon roll call vote on the amendment to limit the permit to two years, Councilmember's Gericke, Zapata, Haase, and Brown voted aye. Councilmember's Meyer, Niemann, Ramsey, Gilbert, and Carney voted no. Motion failed.

Upon roll call vote of the main motion, Councilmember's Brown, Haase, Zapata, Carney, Gilbert, Ramsey, Niemann and Meyer voted aye. Councilmember Gericke voted no. Motion adopted.

Consideration of Adding Storm Management System along Stolley Park Road to the FY 2008/2009 Budget. Steve Riehle, Public Works Director reported this item was postponed from the August 20, 2008 City Council meeting. A PowerPoint presentation was presented on the Stolley Park and Southwest Drainage system.

Steve Millnitz, 3004 Brentwood Court spoke in support of using City dollars to address this problem. Tami Wæchter, 3011 Brentwood Blvd. spoke in support and presented a petition for study to create a dewatering district.

A lengthy discussion was held concerning the problems with water drainage in the Brentwood and Stolley Park Road areas, cleaning out ditches, gate to be added to the Blaine Street storm drain pipe, concerns with putting water downstream on someone else, costs and time frame for short term and long term solutions.

City Administrator Jeff Pederson recommended the council create an appropriation in the amount of \$250,000 this year for this area with additional funding to following. Mayor Hornady commented on the complexity of water issues in the City.

Motion by Gilbert, second by Brown to approve adding the storm management system along Stolley Park Road to the FY 2008-2009 Budget in the amount of \$250,000. Upon roll call vote, Councilmember's Nieman, Gilbert, Carney, Gericke, Zapata, Haase and Brown voted aye. Councilmember's Meyer and Ramsey voted no. Motion adopted.

Conclusion of Public Hearing on Creation of Business Improvement District #8, Downtown.

Motion by Carney, second by Ramsey that 12 protests for District #8 are valid but constitute less than 50% of the assessable units in the District. Upon roll call vote, all voted ayes. Motion adopted.

ORDINANCES:

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

#9180 – Consideration of Creating Business Improvement District #8, Downtown

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 this ordinance on first reading and then upon final passage and call for a roll call vote on each reading and then upon final passage.” Councilmember Zapata second the motion. Upon roll call vote, all voted aye. Motion adopted.

Motion by Meyer, second by Gericke to approve Ordinance #9180.

City Clerk: Ordinance #9180 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9180 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Hornady: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9180 is declared to be lawfully adopted upon publication as required by law.

#2008-225 – Approving FY 2008-2009 Annual Budget for Business Improvement District #8, Downtown and Setting September 23, 2008 for Board of Equalization.

Motion by Meyer, second by Ramsey to approve Resolution #2008-225. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Brown, second by Haase to approve the Claims for the period of August 13, 2008 through August 26, 2008, for a total amount of \$5,524,652.81. Motion adopted unanimously.

ADJOURNMENT: The meeting was adjourned at 9:50 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item G2

**Approving Request from Debra Waterman, 1116 Orange Road for
Liquor Manager Designation for the United Veterans Club, 1914
West Capital Avenue**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: September 9, 2008

Subject: Request from Debra Waterman, 1116 Orange Road for Liquor Manager Designation for the United Veterans Club, 1914 West Capital Avenue

Item #'s: G-2

Presenter(s): RaNae Edwards, City Clerk

Background

Debra Waterman, 1116 Orange Road has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with the Class "C-08618" Liquor License for the United Veterans Club, 1914 West Capital Avenue.

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

Discussion

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

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the request from Debra Waterman, 1116 Orange Road for Liquor Manager Designation in conjunction with the Class "C-08618" Liquor License for the United Veterans Club, 1914 West Capital Avenue with the stipulation that Ms. Waterman complete a state approved alcohol server/seller training program.

INTEROFFICE
MEMORANDUM
Police Department



*Working Together for a
Better Tomorrow. Today.*

DATE: August 25, 2008
TO: RaNae Edwards, City Clerk
FROM: Dave Vitera, Sergeant, Police Department
RE: Liquor Manager – United Veteran's Club
Debra Waterman-Beaty

The Grand Island Police Department received an application from United Veteran's Club for a Liquor Manager Designation for Debra Waterman-Beaty.

The Grand Island Police Department received a copy of an application from Debra Waterman requesting to be the liquor manager at the United Veteran's Club. Debra disclosed a couple of violations on the application. Spillman and NCJIS were checked, and it was discovered that Debra had one undisclosed speeding violation.

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

According to Debra's application, she has lived in Nebraska for at least the last fifteen years, fourteen of the fifteen years in Grand Island.

Based solely on Debra's lack of criminal history in Nebraska, the police department has no objection to her becoming the liquor manager at the United Veteran's Club.

DV/rk *Dave Vitera*



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item G3

**#2008-236 - Approving Acquisition of Utility Easement - 820 N.
Webb Road - LBJM, LLC**

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

Staff Contact: Gary R. Mader

R E S O L U T I O N 2008-236

WHEREAS, a public utility easement is required by the City of Grand Island, from LBJM, LLC, to install, upgrade, maintain and repair public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on September 9, 2008, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Commencing at the northwest corner of Lot Thirteen (13) Meadowlark West Fourth Subdivision; thence southerly along the westerly line of said Lot Thirteen (13), a distance of ninety seven and ninety five hundredths (97.95) feet to the ACTUAL Point of Beginning; thence easterly and parallel with the northerly line of said Lot Thirteen (13), a distance of thirty five (35.0) feet; thence southerly and parallel with the westerly line of said Lot Thirteen (13), a distance of twenty (20.0) feet; thence westerly and parallel with the northerly line of said Lot Thirteen (13), a distance of thirty five (35.0) feet; thence northerly along the westerly line of said Lot Thirteen (13) and its extension, a distance of twenty (20.0) feet to the said Point of Beginning.

The above-described easement and right-of-way containing a total of 0.016 acres, more or less, as shown on the plat dated 8/21/2008, marked Exhibit "A", attached hereto and incorporated herein by reference,

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 4, 2008	☐ City Attorney



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item G4

**#2008-237 - Approving Acquisition of Utility Easement - 4201 Gold
Core Drive - Scannell Properties #106, LLC**

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

Staff Contact: Gary R. Mader

R E S O L U T I O N 2008-237

WHEREAS, a public utility easement is required by the City of Grand Island, from Scannell Properties #106, LLC, to install, upgrade, maintain and repair public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on September 9, 2008, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Commencing at the northwest corner of Lot Two (2) Platte Valley Industrial Park Third Subdivision; thence southerly along the westerly line of said Lot Two (2), a distance of one hundred ninety six (196.0) feet to the ACTUAL Point of Beginning; thence easterly and perpendicular to the westerly line of said Lot Two (2), a distance of two hundred forty four (244.0) feet; thence southerly and parallel with the westerly line of said Lot Two (2), a distance of twenty (20.0) feet; thence westerly and perpendicular to the westerly line of said Lot Two (2), a distance of two hundred forty four (244.0) feet to a point on the westerly line of said Lot Two (2); thence northerly along the westerly line of said Lot Two (2), a distance of twenty (20.0) feet to the said Point of Beginning.

The above-described easement and right-of-way containing a total of 0.11 acres, more or less, as shown on the plat dated 8/20/2008, marked Exhibit "A", attached hereto and incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from Scannell Properties #106, LLC, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 4, 2008	☐ City Attorney



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item G5

**#2008-238 - Approving Bid Award - Burdick Cooling Tower
Replacement**

Staff Contact: Gary R. Mader; Wesley Nespor

Council Agenda Memo

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

Meeting: September 9, 2008

Subject: Burdick Cooling Tower Replacement

Item #'s: G-5

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

Background

The #3 generating unit at the Burdick Station Power Plant utilizes a wooden structure cooling tower that was built in 1969, photo attached. The existing cooling tower has lasted 38 years and was a survivor of the 1980 tornados, sustaining an in-direct hit. The generating unit cooled by that tower was on-line at the time, and remained on-line for several days as power was slowly restored. The fan cylinder cones at the top of the tower were completely destroyed, and the tower structure received severe damage, including some damage that was not discovered until several months later. After tornado damage repair and nearly 40 years weather exposure, the tower is no longer structurally sound. It is leaning to the south about five degrees from vertical and structural consultants advise that it is in danger of collapsing. Normal life expectancy for a wood cooling tower is 25-30 years. In order to maintain reliability of this generating unit, the cooling tower needs to be replaced. Therefore, power plant engineering staff prepared specifications to place a new tower on the existing foundations. The new tower is of improved design of fiberglass and PVC plastic construction.

Discussion

The specifications for the Burdick Cooling Tower Replacement were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on August 19, 2008. Responses were received from the bidders listed below. The engineer's estimate for this project was \$1,520,000.

Bidder	Bid Price	Adjusted Bid Price	Alternate Bid
International Cooling Tower	\$ 1,385,000.00	\$ 1,455,350.00	
EvapTech, Inc.	\$ 1,374,605.00		\$ 1,249,000.00
Midwest Towers, Inc.	\$ 950,995.00		\$ 1,015,050.00

The bids were reviewed by utility engineering staff. International Cooling Tower did not include taxes on the materials and their bid was adjusted for the required taxes. Midwest Towers and EvapTech had no exceptions to the specifications and all bids were otherwise compliant with the specifications.

Midwest Towers also provided an optional bid of \$1,015,050 (an increase of \$64,055) for a slightly larger tower. The larger tower, with larger air intake area, allows the use of smaller horsepower motors for the draft fans located on the top of the cooling tower. The smaller fan motors will provide savings in electrical consumption and would also allow the re-use of existing motor starters that the department currently has on hand. The cost of purchasing and installing the larger motor starters required for the base bid unit is estimated at \$95,300. Therefore it is recommended that the alternate bid be considered as it provides for the lower overall project cost. The alternate bid from Midwest Towers, Inc. is compliant with specifications and less than the engineer's estimate.

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 award the Contract for Burdick Cooling Tower Replacement to Midwest Towers, Inc. of Blue Springs, Missouri, as the low evaluated bidder, for a contract price of \$1,015,050.00, accepting the alternate bid.

Sample Motion

Move to approve award of the bid of \$1,015,050.00 from Midwest Towers, Inc. for the Burdick Cooling Tower Replacement as submitted.



Figure 1: Existing Burdick Cooling Tower Built 1969

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

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Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: August 19, 2008 at 11:00 a.m.

FOR: Burdick Cooling Tower Replacement

DEPARTMENT: Utilities

ESTIMATE: \$1,520,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: July 30, 2008

NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder:	<u>International Cooling Tower</u> Edmonton, Canada	<u>EvapTech, Inc.</u> Lenexa, KS	
Bid Security:	The Hartford Fire Insurance Co.	Western Surety Company	
Exceptions:	None	Noted	
Bid Price:			<u>Alternate Bid</u>
Material:	\$1,005,000.00	\$ 953,745.00	\$ 863,750.00
Labor:	380,000.00	355,000.00	325,600.00
Sales Tax:	<u>All Taxes Extra</u>	<u>65,860.00</u>	<u>59,650.00</u>
Total Base Bid:	\$1,385,000.00	\$1,374,605.00	\$1,249,000.00
Bidder:	<u>Midwest Towers, Inc.</u> Blue Springs, MO		
Bid Security:	\$50,000.00		
Exceptions:	Noted		
Bid Price:		<u>Option 1</u>	
Material:	\$652,086.00	\$ 690,057.00	
Labor:	253,264.00	276,688.00	
Sales Tax:	<u>45,645.00</u>	<u>48,305.00</u>	
Total Base Bid:	\$950,995.00	\$1,015,050.00	

cc: Gary Mader, Utilities Director
Dale Shotkoski, City Attorney
Jeff Pederson, City Administrator
Lynn Mayhew, PGS

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

P1272

RESOLUTION 2008-238

WHEREAS, the City Electric Department invited sealed bids for Burdick Cooling Tower Replacement; and

WHEREAS, on August 19, 2008, bids were received, opened and reviewed; and:

WHEREAS, Midwest Towers, Inc., of Blue Springs, Missouri submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$1,015,050.00; and;

WHEREAS, the bid of Midwest Towers, Inc., is less than the estimate for the Burdick Cooling Tower Replacement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Midwest Towers, Inc., of Blue Springs, Missouri, in the amount of \$1,015,050.00 for the Burdick Cooling Tower Replacement is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item G6

**#2008-239 - Approving Non Disclosure Agreement between the
City of Grand Island and Northwestern Energy**

Staff Contact: Gary R. Mader;Dale Shotkoski

Council Agenda Memo

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

Meeting: September 9, 2008

Subject: NONDISCLOSURE AGREEMENT between the City of
Grand Island and NorthWestern Energy

Item #'s: G-6

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

Background

Historically, Grand Island Utilities has relied on the regional natural gas transmission system for gas fuel supply to the Burdick Station power plant. In late 2006 a current contract was expiring and specifications for continued gas supply to the power plant were developed. The specifications were advertised in early 2007. Bids were solicited from all five known regional gas marketers serving central Nebraska markets. At that time it became very evident that the regional pipelines were at full capacity. To the future, service would be limited in availability, and the price would be substantially above historic levels. From the early 2007 bid solicitation, the price for continued natural gas service, at the same level as was previously available, went from \$175,200 annually to over \$1,000,000 annually.

Recognizing that the regional natural gas system had nearly reached its full capacity, the Department began to explore options to assure the availability and pricing of future fuel supply to Burdick Station. Investigations of securing supply from other gas marketers were conducted, with little success. The Department also began conversations with the City's Local Distribution Company, North Western Energy (NWE). NWE also relies on the regional transmission pipelines for its fuel supply and had experienced problems similar to the Department's when looking to the future for continued supply from the now limited pipeline capacity in the region. Since 2007, City staff and representatives of NWE have had a number of meetings to evaluate the possibilities of developing a joint project to benefit both entities by providing reliable pipeline capacity for the future. There is an inherent compatibility in a joint venture project in that the Utilities Department's high demand season for gas fuel is in the summer months for electric load peaking, and NWE's is in the winter months to serve heating load.

Discussion

The evaluation of a potential joint project with the City of Grand Utilities and NWE working together to assure future natural gas supply to the City has now progressed to the point of detailed engineering and cost analyses of options. NWE, being a private corporation, advises that this detailed information and joint evaluation in concert with the City, a public entity, poses a risk to their business, in that it requires the use of information considered to be trade secrets, confidential or proprietary. In order to assure that confidential information which might harm NWE's business position is not compromised as a result of working with the City of Grand Island, it is requested that the City enter into a NONDISCLOSURE AGREEMENT with North Western Energy. A copy of the proposed agreement is attached.

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 acceptance of the NONDISCLOSURE AGREEMENT in order to continue pursuit of the joint project with NorthWestern Energy.

Sample Motion

Move to approve the Agreement between the City of Grand Island and NorthWestern Energy.

NONDISCLOSURE AGREEMENT

This Agreement is hereby made this ____ day of September, 2008, by and between NorthWestern Corporation d/b/a NorthWestern Energy, a Delaware corporation (“NorthWestern”), and the City of Grand Island, a municipal corporation (“City”) (collectively, the “Parties” and each individually a “Party”).

WITNESSETH:

WHEREAS, the Parties, desire to voluntarily negotiate the terms of a natural gas service proposal (said negotiations hereinafter referred to as the “Negotiations”);

WHEREAS, the Parties agree and acknowledge that during the course of Negotiations, they may disclose to each other trade secrets or other confidential, proprietary or commercial information;

WHEREAS, the Parties agree and acknowledge that the disclosure of any trade secrets or other confidential, proprietary or commercial information related to the Negotiations may provide a demonstrated advantage to specified business competitors and would serve no public purpose if released; and

WHEREAS, the Parties desire to enter into this Agreement to facilitate the Negotiations by permitting such disclosure without jeopardizing its confidential, proprietary or trade secret status.

NOW, THEREFORE, in consideration of the promises, mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree and covenant as follows:

1. Capitalized terms used but not otherwise defined herein have the following meanings:
 - A. “Confidential Information” means all information (i) that is exchanged between the Parties from time to time during the Negotiations, whether exchanged orally, visually or in writing and regardless of the form of media in which such information is provided, and (ii) that either (a) is stamped, labeled, or otherwise clearly designated as “CONFIDENTIAL”, or (b) may be reasonably understood from the nature of such information or from the circumstances of such exchange to be confidential, commercial, or proprietary to the Disclosing Party, or (c) constitutes trade secrets of the Disclosing Party.
 - B. “Person” means an individual, corporation, association, partnership, limited partnership, limited liability partnership, limited liability company, trust or other organization.
 - C. “Disclosing Party” means a Party disclosing Confidential Information to the other.

- D. "Receiving Party" means a Party receiving Confidential Information from the other.
2. The Receiving Party: (i) shall not disclose Confidential Information of the Disclosing Party except as authorized under the terms and conditions of this Agreement and shall acknowledge the same by executing Exhibit A affixed hereto; (ii) shall take reasonable action to protect and safeguard the Disclosing Party's Confidential Information from unauthorized use or disclosure, including, at a minimum, any reasonable action that the Receiving Party takes to protect the confidentiality of its own Confidential Information; and (iii) shall maintain such Confidential Information in confidence and disclose it only to the Receiving Party's employees, attorneys, consultants or agents who have a need to know it for purposes of the Negotiations and whom have been informed of and agree to abide by the Receiving Party's obligations under this Agreement.
3. Any other provision of this Agreement notwithstanding:
- A. The obligation of the Receiving Party to protect the confidentiality of any Confidential Information shall automatically terminate to the extent such Confidential Information, or any portion thereof: (i) is or becomes public knowledge through no action or omission of the Receiving Party; (ii) is disclosed publicly by or with the consent of the Disclosing Party; (iii) is lawfully obtained by the Receiving Party from a third party without violation of this Agreement; (iv) is independently developed by the Receiving Party from sources or through persons that the Receiving Party can demonstrate had no access to the Confidential Information; or (v) is lawfully known by the Receiving Party at the time of disclosure other than by reason of discussions with or disclosure by the Disclosing Party.
- B. Either Party may disclose any of the other Party's Confidential Information pursuant to subpoena, to court order, or to any other valid judgment, rule, order, decree, directive, or other determination issued by any competent federal, state, regulatory or judicial tribunal having jurisdiction over the Parties; provided, however, the Receiving Party shall notify the Disclosing Party in writing of any such judgment, rule, order, decree, directive or determination promptly after becoming aware of the applicability of same; and provided, further, that the Receiving Party, upon written request of the Disclosing Party, shall cooperate with the Disclosing Party in seeking a protective order with respect to such Confidential Information.
- C. The Parties' respective counsel of record in the Negotiations (i) may use the other Party's Confidential Information for purposes of rendering advice to said Parties, (ii) may generally examine and rely upon said Confidential Information in their representation of said Parties on condition that neither attorney disclose said Confidential Information to any third party in breach of this Agreement; and (iii) shall not be precluded by virtue of this Agreement from any representation whatsoever of

the Parties or of any third party (and neither party shall seek such preclusion) except where such representation would be a breach of this Agreement or constitute a conflict of interest under applicable state law or code of professional responsibility.

4. The Receiving Party shall use the Confidential Information only for the Negotiations and for no other purpose whatsoever.
5. Confidential Information provided by the Disclosing Party to the Receiving Party is to be deemed at all times the property of the Disclosing Party. The Receiving Party, upon written request of the Disclosing Party, shall promptly either (i) return to the Disclosing Party, by courier or certified U.S. mail (return receipt requested) all Confidential Information of the Disclosing Party, or (ii) with the consent of the Disclosing Party, destroy said Confidential Information, and, within twenty (20) days of such destruction, certify in writing to the Disclosing Party that it has satisfied its obligations under this Section 6 of this Agreement.
6. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and this Agreement is to be construed in such manner as to give effect, to the fullest extent permitted by law, to the Parties' intent in agreeing to the original provision. The remaining provisions of this Agreement shall continue in full force and effect.
7. Each Party represents and warrants that execution and delivery of this Agreement has been duly authorized by all requisite corporate action. The City shall adopt a resolution, similar in form to Exhibit B attached hereto, authorizing the mayor to execute this Agreement.
8. As a violation by the Receiving Party of any of its nondisclosure obligations under this Agreement could cause irreparable injury to the Disclosing Party and as there is no adequate remedy at law for such violation, the Disclosing Party shall have the right, in addition to any other remedies available to it at law or in equity, to enjoin the Receiving Party in a court of equity from violating or threatening to violate its nondisclosure obligations. The Parties agree that, in the event of a breach of this Agreement, the non-breaching Party, upon written notice to the other, in addition to any other available remedy, shall be entitled to recover any and all Confidential Information from the breaching Party and shall not be obligated as part of the Negotiations to provide the breaching Party any additional Confidential Information until and unless the Parties agree upon a remedy for said breach and any future breaches.
9. This Agreement, the negotiations pursuant hereto, and the disclosure and receipt of Confidential Information do not create or imply (i) any agreement with respect to the sale, purchase or pricing of any product or service; (ii) any right conferred, by license or otherwise, in any Confidential Information or in any patent, trademark, service mark, copyright or other intellectual property; or (iii) a waiver, relinquishment or release of any rights or exemptions, that may be applicable or available under the Act or other applicable

laws.

10. This Agreement, together with its preamble and recitals, constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, superseding all prior and contemporaneous communications, agreements and understandings, whether written or oral, relating thereto. The provisions of this Agreement may not be modified, amended, or waived, except by a written instrument duly executed by both Parties.
11. This Agreement is to be governed by, and construed in accordance with, the laws of the state of Nebraska.
12. This Agreement is to be deemed binding upon, will inure to the benefit of, and is enforceable by, the Parties and their respective successors and permitted assigns. This Agreement is to be deemed automatically assigned to the Parties' respective successors in interest created by merger, acquisition, divestiture or other reorganization without the need for a signed writing or other instrument. Neither Party may otherwise assign this Agreement without the written consent of the other.
13. Neither Party will be deemed to have waived any of its rights, powers or remedies hereunder unless such waiver is in writing and signed by said Party. Nor is any delay or omission by either Party in exercising any of said rights, powers or remedies to be deemed a waiver hereof. Nor is a waiver signed by either Party of any breach of the covenants, conditions or obligations binding on the other Party on one occasion be construed as a waiver or consent to such breach on any future occasion or a waiver of any other covenant, condition, or obligation contained herein.
14. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative, nonexclusive and in addition to, but not in lieu of, any other remedies available to either Party at law, in equity, or otherwise.
15. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the dates written below:

NorthWestern Corporation d/b/a NorthWestern Energy

By: _____

Name _____

Title: _____

Date: _____

City of Grand Island

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

STATE OF _____)

COUNTY OF _____)

CERTIFICATE OF AUTHORIZED REVIEWING REPRESENTATIVE

BEFORE ME , the undersigned authority, duly Commissioned and qualified in and for the State and County aforesaid, personally came and appeared _____ who, being by me first duly sworn, deposed and said as follows:

I certify my understanding that Confidential Information is being provided to me pursuant to the terms and restrictions of the foregoing Agreement, that I have been given a copy of and have read the Agreement, and that I agree to be bound by it as the Party by whom I am employed or have been retained is bound by it. I understand that the contents of "Confidential Information," and any notes, memoranda, or any other form of information regarding or derived from Confidential Information shall not be disclosed to anyone other than in accordance with the Agreement and shall be used only for the purposes of the Negotiations.

Signature: _____

Date of Execution: _____

(Type or Print below)

Name: _____

Title: _____

Company: _____

Address: _____

SWORN TO AND SUBSCRIBED BEFORE ME on this _____ day of _____, 2008.

EXHIBT B

RESOLUTION 2008-____

A RESOLUTION TO ENTER A NONDISCLOSURE AGREEMENT WITH NORTHWESTERN CORPORATION WITH RESPECT TO VOLUNTARY NEGOTIATIONS BETWEEN NORTHWESTERN AND THE CITY REGARDING A NATURAL GAS SERVICE PROPOSAL.

WHEREAS, the Parties, desire to voluntarily negotiate the terms of a natural gas service proposal (said negotiations hereinafter referred to as the "Negotiations");

WHEREAS, the Parties agree and acknowledge that during the course of Negotiations, they may disclose to each other trade secrets or other confidential, proprietary or commercial information;

WHEREAS, the Parties agree and acknowledge that the disclosure of any trade secrets or other confidential, proprietary or commercial information related to the Negotiations may provide a demonstrated advantage to specified business competitors and would serve no public purpose if released; and

WHEREAS, the Parties desire to enter into a Nondisclosure Agreement to facilitate the Negotiations by permitting such disclosure without jeopardizing the confidential, proprietary or trade secret status.

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

The Mayor is hereby authorized to, on behalf of the City, execute the nondisclosure agreement in accordance with the terms and conditions generally described above.

DATED this ____ day of September, 2008.

CITY OF GRAND ISLAND, NEBRASKA

By: _____
Margaret Hornady, Mayor

Attest:

RESOLUTION 2008-239

WHEREAS, the City of Grand Island and NorthWestern Corporation (the Parties) desire to voluntarily negotiate the terms of a natural gas service proposal (said negotiations hereinafter referred to as the "Negotiations"); and

WHEREAS, the Parties agree and acknowledge that during the course of Negotiations, they may disclose to each other trade secrets or other confidential, proprietary or commercial information; and

WHEREAS, the Parties agree and acknowledge that the disclosure of any trade secrets or other confidential, proprietary or commercial information related to the Negotiations may provide a demonstrated advantage to business competitors and would serve no public purpose if released; and

WHEREAS, the Parties desire to enter into a Nondisclosure Agreement to facilitate the Negotiations by permitting such disclosure without jeopardizing the confidential, proprietary or trade secret status.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to, on behalf of the City, execute the Nondisclosure Agreement in accordance with the terms and conditions generally described above.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 4, 2008	☐ City Attorney



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item G7

**#2008-240 - Approving Change Order No. 1 for Handicap Ramp
Project 2008-1**

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: September 9, 2008

Subject: Approving Change Order No. 1 for Handicap Ramp
Project No. 2008-1

Item #'s: G-7

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

Background

Galvan Construction Inc., of Grand Island, Nebraska was awarded a \$31,623.32 contract on May 27, 2008. The contract was for the installation of handicap ramps, in conjunction with street resurfacing in accordance with Federal ADA (Americans with Disabilities Act) regulations.

Discussion

During the installation of the handicap ramps it was discovered an abandoned inlet and approximately 16 linear feet of 12" storm sewer at the southeast corner of Harrison and Anna needed to be retired.

The removal of sod was necessary in order to lower the grade. Dirt was then removed and sod was put back in place. This work was done at all locations, except the northwest corner of Broadwell Avenue and Anna Street.

The plans stated 72 handicap ramp plates were needed for the project; however to meet field conditions only 62 handicap ramps were installed.

The extra work adds a total cost of \$1,400.00 to the project.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Change Order No. 1 for Handicap Ramp Project No. 2008-1.

Sample Motion

Move to approve Change Order No. 1.

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

CHANGE ORDER NUMBER 1

Date of Issuance: August 25, 2008

PROJECT: Handicap Ramp Project No. 2008-1

CONTRACTOR: Galvan Construction Inc.

CONTRACT DATE: May 27, 2008

During the installation of the handicap ramps it was discovered an abandoned inlet and approximately 16 linear feet of 12" storm sewer at the southeast corner of Harrison and Anna needed to be retired.

The removal of sod was necessary in order to lower the grade. Dirt was then removed and sod was put back in place. This work was done at all locations, except the northwest corner of Broadwell Avenue and Anna Street.

The plans stated 72 handicap ramp plates were needed for the project; however to meet field conditions only 62 handicap ramps were installed.

- Retire abandoned inlet and approximately 16 linear feet of 12" storm sewer
at the southeast corner of Harrison Street and Anna Street \$ 150.00
- Remove sod and dirt to lower grade and re sod all locations, except the
northwest corner of Broadwell Avenue and Anna Street \$ 500.00
- Purchase of 10 handicap ramp plates not used in project \$ 750.00
- Place Truncated Dome Panels (2x2) \$(1,250.00)
\$ 150.00

The changes result in the following adjustment to the Contract Amount:

Contract Price Prior to This Change Order\$31,623.32

Net Increase/~~Decrease~~ Resulting from this Change Order\$ 150.00

Revised Contract Price Including this Change Order\$31,773.32

Approval Recommended:

By _____
Steven P. Riehle, Public Works Director

Date _____

The Above Change Order Accepted:

Galvan Construction, Inc.
Contractor

By _____
Mike Galvan

Date _____

Approved for the City of Grand Island:

By _____
Margaret Hornady, Mayor

Attest: _____
RaNae Edwards, City Clerk

Date _____

R E S O L U T I O N 2008-240

WHEREAS, on May 27, 2008, by Resolution 2008-142, the City of Grand Island awarded Galvan Construction, Inc. of Grand Island, Nebraska the bid in the amount of \$31,623.32 for Handicap Ramp Project No. 2008-1 ; and

WHEREAS, it has been determined that modifications to the work to be performed by Galvan Construction, Inc. are necessary; and

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

WHEREAS, it is recommended that modifications to the work to be done by Galvan Construction, Inc. are necessary; and

WHEREAS, the result of such modifications will increase the contract amount by \$150.00 for a revised contract price of \$31,773.32,

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

- Retire abandoned inlet and approximately 16 linear feet of 12" storm sewer at the southeast corner of Harrison Street and Anna Street \$ 150.00
- Remove sod and dirt to lower grade and re sod all locations, except the northwest corner of Broadwell Avenue and Anna Street \$ 500.00
- Purchase of 10 handicap ramp plates not used in project \$ 750.00
- Place Truncated Dome Panels (2x2) \$(1,250.00)
\$ 150.00

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2008.

Margaret Hornady, Mayor

Attest:

Approved as to Form ☐ _____
September 4, 2008 ☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item G8

**#2008-241 - Approving Certificate of Final Completion for
Handicap Ramp Project No. 2008-1**

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: September 9, 2008

Subject: Approving Certificate of Final Completion for Handicap Ramp Project No. 2008-1

Item #'s: G-8

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

Background

Galvan Construction, Inc. of Grand Island, Nebraska was awarded a \$31,623.32 contract on May 27, 2008. The contract was for the installation of handicap ramps, in conjunction with street resurfacing in accordance with Federal ADA (Americans with Disabilities Act) regulations. Work commenced on June 9, 2008 and was completed on July 14, 2008.

Discussion

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans, and specifications. It was completed with an underrun of \$453.28, for a total cost of \$31,170.04.

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 Certificate of Final Completion for Handicap Ramp Project No. 2008-1.

Sample Motion

Move to approve the Certificate of Final Completion for Handicap Ramp Project No. 2008-1.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Handicap Ramp Project No. 2008-1
CITY OF GRAND ISLAND, NEBRASKA
August 25, 2008

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

This is to certify that Handicap Ramp Project No. 2008-1 has been fully completed by Galvan Construction, Inc. of Grand Island, Nebraska under the contract dated May 27, 2006. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

Asphalt Resurfacing Project No. 2008-AC-1

<u>No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Unit</u>	<u>Total Quantity</u>	<u>Total Cost</u>
1.	Remove 24" Curb & Gutter	\$ 5.50	l.f.	493.60	\$ 2,714.80
2.	Remove 4' Walk	\$ 1.75	s.f.	2438.30	\$ 4,267.03
3.	Remove 6" Concrete Pavement	\$ 15.50	s.y.	4.55	\$ 70.53
4.	Saw Cut	\$ 3.50	l.f.	122.00	\$ 427.00
5.	Remove Railroad Tie Fence (40' approximately)	\$150.00	ea.	1.00	\$ 150.00
6.	Build 24" Curb & Gutter	\$ 15.00	l.f.	493.60	\$ 7,404.00
7.	Build 4' Walk	\$ 2.75	s.f.	2482.70	\$ 6,827.43
8.	Build 6" Concrete Pavement	\$ 35.00	s.y.	4.55	\$ 159.25
9.	Place Truncated Dome Panels (2 x 2)	\$125.00	ea.	62.00	\$ 7,750.00
10.	Retire abandoned inlet & approx. 16 l.f. of 12" storm sewer	\$150.00	lump sum	-	\$ 150.00
11.	Sod and grading work	\$500.00	lump sum	-	\$ 500.00
12.	10 Handicap Ramp Truncated Dome Panels	\$75.00	ea.	10.00	\$ 750.00

Original Project Total

\$31,170.04

I hereby recommend that the Engineer's Certificate of Final Completion for Handicap Ramp Project No. 2008-1 be approved.

Steven P. Riehle – City Engineer/Public Works Director

Margaret Hornady – Mayor

R E S O L U T I O N 2008-241

WHEREAS, the City Engineer/Public Works Director for the City of Grand Island has issued a Certificate of Completion for Project No. 2008-1, installation of Handicap Ramps, certifying that Galvan Construction, Inc. of Grand Island, Nebraska, under contract, has completed the handicap ramp installation; and

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

WHEREAS, the Mayor concurs with the recommendation of the City Engineer/Public Works Director; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Project No. 2008-1, installation of Handicap Ramps, is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item G9

**#2008-242 - Approving Bid Award for Street Improvement Project
No. 2008-P-4, Concrete Pavement Repair on the Northbound
Lanes of US Highway 281 from Old Potash Highway to Capital
Avenue**

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: September 9, 2008

Subject: Approving Bid Award for Street Improvement Project No. 2008-P-4, Concrete Pavement Repair on the Northbound Lanes of US Highway 281 from Old Potash Highway to Capital Avenue

Item #'s: G-9

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

Background

On July 31, 2008 the Engineering Division of the Public Works Department advertised for bids for Street Improvement Project No. 2008-P-4, Concrete Pavement Repair on the Northbound Lanes of US Highway 281 from Old Potash Highway to Capital Avenue.

Bids were opened August 18, 2008 and due to required changes for this project all bids were rejected. The changes included:

- Partial depth removal and replacement for right lanes
- Full depth removal and replacement for section where both lanes are to be repaired
- Changed class of concrete from PR1 to 47BD
- Moved completion date up from December 1, 2008 to November 21, 2008
- Added dowel bars at transverse contraction joints on full dept replacement

On August 22, 2008 bids were re-advertised for this project.

Discussion

One bid was received and opened on September 2, 2008. The bid was submitted in compliance with the contract, plans, and specifications. A summary of the bid is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Bid Security</i>	<i>Total Bid</i>
The Diamond Engineering Co. of Grand Island, NE	None	Universal Surety Company	\$153,620.00

Sufficient funds are available in account no. 10033506-85213.

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 awarding a contract to The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$153,620.00.

Sample Motion

Move to approve the bid award.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 2, 2008 at 11:15 a.m.

FOR: Concrete Pavement Repair Project 2008-P-4

DEPARTMENT: Public Works

ESTIMATE: \$191,140.00

FUND/ACCOUNT: 10033506-85213

PUBLICATION DATE: August 22, 2008

NO. POTENTIAL BIDDERS: 13

SUMMARY

Bidder: The Diamond Engineering Co.
Grand Island NE

Bid Security: Universal Surety Company

Exceptions: None

Bid Price: \$153,620.00

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

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

P1277

R E S O L U T I O N 2008-242

WHEREAS, the City of Grand Island invited sealed bids for Street Improvement Project No. 2008-P-4, Concrete Pavement Repair on the Northbound Lanes of US Highway 281 from Old Potash Highway to Capital Avenue, according to plans and specifications on file with the Engineering Division of the Public Works Department; and

WHEREAS, on September 2, 2008 bids were received, opened, and reviewed; and

WHEREAS, The Diamond Engineering Company of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$153,620.00; and

WHEREAS, The Nebraska Department of Roads is cost sharing 50% in the repair work;
and

WHEREAS, the bid of The Diamond Engineering Company is less than the estimate for Street Improvement Project No. 2008-P-4.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$153,620.00 for Street Improvement Project No. 2008-P-4, concrete pavement repair on the Northbound Lanes of US Highway 281 from Old Potash Highway to Capital Avenue.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 4, 2008	☐ City Attorney



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item G10

#2008-243 - Approving Supplemental Agreement # 1 to the Agreement with Olsson Associates for Construction Engineering Services on Capital Avenue Widening Project

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: September 9, 2008

Subject: Approving Supplemental Agreement # 1 to the Agreement with Olsson Associates for Construction Engineering Services on Capital Avenue Widening Project

Item #'s: G-10

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

Background

Any supplements to professional services agreements must be approved by council. On September 26, 2006 an agreement with Olsson Associates for construction engineering work was approved by the council. The agreement provided for construction engineering services on the project to widen Capital Avenue from the Moores Creek Drainway to Webb Road.

The project is approximately 80% funded with federal Surface Transportation Funds administered by the Nebraska Department of Roads (NDOR).

Discussion

On August 12, 2008 City Council approved Change Order No. 1 for the widening of Capital Avenue, with The Diamond Engineering Company as the contractor. This change order provided for sanitary sewer manhole and pipe work that needed to be completed in conjunction with the project.

Olsson Associates is providing professional services during construction including surveying, traffic control design, construction inspection, and materials testing. It was noted in the August 12, 2008 council memo that an amendment to the existing agreement with Olsson Associates for services during construction would be brought forward for council consideration. This additional work will be performed at actual costs, not to exceed \$35,000.00.

Since the work is being performed using federal funds, the format for the supplemental agreement was furnished by the Nebraska Department of Roads.

Funds are available in the Wastewater budget for this supplement to the agreement with Olsson Associates.

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 Supplemental Agreement # 1 to the agreement with Olsson Associates, in an amount not to exceed \$35,000.00.

Sample Motion

Move to approve Supplemental Agreement # 1 to the agreement with Olsson Associates, in an amount not to exceed \$35,000.00.

SUPPLEMENTAL AGREEMENT #1

August 29, 2008

CITY OF GRAND ISLAND
PROJECT NO. STPAA-5436(4)
CONTROL NO. 42427

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between the City of Grand Island, hereinafter referred to as the "City," and Olsson Associates, hereinafter referred to as the "Consultant."

WHEREAS, the Consultant and City entered into an agreement executed by the Consultant on September 8, 2006 and by the City on September 26, 2006, hereinafter referred to as the "Original Agreement," and a supplemental agreement executed by the Consultant on August 29, 2009 and by the City on _____, hereinafter referred to as "Supplemental Agreement #1," providing for construction engineering services for the re-build on the sanitary sewer system located at West Capital Ave. and North Diers Ave. (CH2M Hill project 342559)

WHEREAS, it is necessary that work not contemplated in the Original Agreement and Supplemental Agreement #1 be added under this supplemental agreement, and

WHEREAS, it is necessary to increase the Consultant's compensation by this supplemental agreement for the additional work necessary to complete the project.

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

SECTION 1. The Consultant will perform the additional work stipulated in EXHIBIT A, which is attached and hereby made a part of this supplemental agreement.

SECTION 2. The Consultant will complete all work stipulated in the Original Agreement, and Supplemental Agreement #1 within 45 calendar days after acceptance of the project by the City and State.

SECTION 3. For the work required, Section 5 of the Original Agreement is hereby amended and the fixed-fee-for-profit is increased from \$29,245 to \$32,260 an increase of \$3,015. Actual costs are increased from \$317,458 to \$349,443, an increase of \$31,985. The total agreement amount is increased from \$346,703 to \$381,703, an increase of \$35,000 which the Consultant must not exceed without the prior written approval of the City.

SECTION 4. The Consultant will be paid the additional fee on the same terms stipulated in the Original Agreement, and except as specifically amended by this supplemental agreement. All terms and conditions of the Original Agreement will remain in full force and effect.

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

EXECUTED by the Consultant on August 29, 2008.

ATTEST: Enid R. Cederlind
Team Coordinator

Kevin L. Prior
Vice President


Enid R. Cederlind


Kevin L. Prior

EXECUTED by the City on _____, 2008.

ATTEST:

CITY OF GRAND ISLAND, NEBRASKA

RaNaee Edwards, City Clerk

Margaret Hornady, Mayor

Approved as to Form:

City Attorney

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

Roadway Design Engineer

Date _____

R E S O L U T I O N 2008-243

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

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

WHEREAS, on April 24, 2007, by Resolution No. 2007-97, the City Council of the City of Grand Island approved Amendment #2 to the agreement with Olsson Associates for additional services related to right-of-way acquisition; and

WHEREAS, on May 22, 2007, by Resolution No. 2007-123, the City Council of the City of Grand Island approved Amendment #3 to the agreement with Olsson Associates for additional appraisal services; and

WHEREAS, on January 22, 2008, by Resolution No. 2008-24, the City Council of the City of Grand Island approved Amendment #4 to the agreement with Olsson Associates for additional work beyond the scope of the original agreement related to appraisal services to complete right-of-way acquisition; and

WHEREAS, additional services during construction work are needed; and

WHEREAS, costs of the additional services shall not exceed \$35,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the amendment to the agreement with Olsson Associates of Grand Island, Nebraska is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item G11

**#2008-244 - Approving Update to Resolution 2008-68; Designating
No Parking Zones for Westbound US Highway 30 (2nd Street)
Detour**

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: September 9, 2008

Subject: Approving Update to Resolution 2008-68; Designating No Parking Zones for Westbound US Highway 30 (2nd Street) Detour

Item #'s: G-11

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

Background

On February 26, 2008 the City Council passed Resolution 2008-68 which approved no parking zones for the US Highway 30 (2nd Street) detour. Westbound US Highway 30 (2nd Street) traffic is detoured over to 3rd Street.

Discussion

On August 26, 2008 eastbound traffic was moved to the south side of Second Street in order for the second phase of the project to begin. Also as of August 26th eastbound US Highway 30 traffic once again turns south at Greenwich Street. Clark Street south of 2nd Street was returned to two way traffic. The no parking restriction can be removed on the east side of Clark Street, from 2nd Street south for 1/2 block to the alley.

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 update to Resolution 2008-68, removing the no parking restriction on the east side of Clark Street, from 2nd Street south for 1/2 block to the alley.

Sample Motion

Move to approve the update to Resolution 2008-68.

RESOLUTION 2008-244

WHEREAS, on February 26, 2008, by Resolution 2008-68, the City Council of the City of Grand Island approved a no parking zone on the east side of Clark Street from Second Street south for half a block to the alley; and

WHEREAS, Clark Street south of Second Street has returned to two way traffic; and

WHEREAS, the no parking zone is no longer required on the east side of Clark Street from Second Street south for half a block to the alley; and

WHEREAS, it is recommended that such no parking restriction be removed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the following parking restrictions remain in place during the US Highway 30 widening project:

1. A No Parking Zone is hereby designated on both sides of Grant Street from Second Street to Third Street.
2. A No Parking Zone is hereby designated on the west side of Clark Street from Second Street north for half a block to the alley.
3. A No Parking Zone is hereby designated on either side of Third Street from Grant Street to Clark Street.
4. The No Parking Zone restrictions shall take effect March 17, 2008.
5. The City's Streets Division of the Public Works Department shall erect and maintain the signs necessary to effect the above regulation.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2008.

Margaret Hornady, Mayor

Attest:

Approved as to Form	☐ _____
September 4, 2008	☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item G12

#2008-245 - Approving Certificate of Final Completion for Law Enforcement Center with Chief Construction

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: September 9, 2008

Subject: Law Enforcement Center Construction Project Certificate of Final Completion

Item #'s: G-12

Presenter(s): Steven Lamken, Police Chief

Background

Substantial completion of the Law Enforcement Center was issued to Chief Construction in January of 2008. Since that time, construction on the project has been completed. Wilson Estes Architects are recommending making final payment to Chief Construction in the amount of \$25,107.27.

Discussion

Construction of the Law Enforcement Center has been completed and the project architects, Wilson Estes Police Architects are recommending making final payment to Chief Construction. Chief Construction has provided a surety bond against any liens on the project as a condition of the final payment and certificate of final completion. A copy of the surety bond is attached.

The warranty on the facility became effective in January of 2008 when substantial completion was issued and the Center was occupied and placed into operation. Since that time there have been several minor problems that have been addressed under the warranty. Chief Construction and the subcontractors on the project have been responsive when such problems are presented to them and have addressed them in a timely manner.

The Center has one major warranty problem. There have been several persistent leaks in the building and moisture damage resulting from them. While the problem has not been completely resolved, Chief Construction has been responsive to this problem and several steps have been taken and continue to be taken to stop the leaks. Steps are currently being taken to start work to repair the damage from the leaks to restore the interior of the building. In addition to the completed work and pending work, Chief Construction has

provided an extended warranty due to water leaks on the shell of the building to extend to June of 2009. A copy of the warranty letter is attached.

Chief and the subcontractors will continue to perform warranty work on the project until such time as the warranty is expired or the reported problems are resolved. Final payment for \$25,107.27 should be made to pay for completion of the construction and issuing a certificate of final completion of the Law Enforcement Center.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the final payment of \$25,107.27 to Chief Construction for completion of construction of the Law Enforcement Center and issue a certificate of final completion for the construction project..

Sample Motion

Move to approve final payment for completion of the construction of the Law Enforcement Center to Chief Construction of Grand Island in the amount of \$25, 107.27 and to issue a certificate of final completion for the project.

CERTIFICATE OF FINAL COMPLETION AND ACCEPTANCE

LAW ENFORCEMENT CENTER CONSTRUCTION

CITY OF GRAND ISLAND, NEBRASKA

AUGUST 25, 2008

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

This is to certify that the construction of the Law Enforcement Center at 111 Public Safety Drive has been completed by Chief Construction of Grand Island, NE under contract dated June 15, 2006. The work has been completed in accordance with the terms, conditions and stipulations of said contract and complies with the contract, the plans and specifications, except for ongoing repair work under warranty. The work is hereby accepted for the City of Grand Island, Nebraska by me as Police Chief in accordance with the provisions of the terms of the above said contract.

Law Enforcement Center Construction Project

Construction Contract		\$7,406,080.00
Unspent Contingency Funds	- \$	66,165.14
Late Penalties	- \$	<u>45,000.00</u>
Final Cost of Construction		\$7,294,914.86

Respectfully submitted

Steven Lamken
Police Chief

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

I hereby recommend that the Certificate of Final Completion and Acceptance be approved and warrants issued to Chief Construction in the final payment amount of \$25,107.27.

Respectfully submitted,

Margaret Hornady
Mayor



WILSON ESTES POLICE ARCHITECTS

5799 BROADMOOR, SUITE 520
MISSION, KANSAS 66202
T 913 384 1115
F 913 384 2292

August 19, 2008

Steve Lamken
GRAND ISLAND POLICE DEPARTMENT
111 Public Safety Drive
Grand Island, Nebraska 68801


Re: Grand Island / Hall County Law Enforcement Center
Contractors Application for Payment No.: Final Payment

Dear Steve,

We have reviewed the Contractor's Application for Payment dated 22 July, 2008. Based on our review and an understanding by all parties involved that the Grand Island Law Enforcement Center is complete, we recommend that the final payment to the Contractor in the amount of \$ 25,107.27.

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

Regards,
WILSON ESTES POLICE ARCHITECTS


Jeremy Levasseur



GENERAL CONTRACTORS
A SUBSIDIARY OF CHIEF INDUSTRIES, INC.
DESIGN/BUILD PROFESSIONALS

August 5, 2008

Steve Lamken, Chief of Police
Grand Island Police Department
111 Public Safety Drive
Grand Island, NE 68801

RE: Extended Warranty

Mr. Lamken,

At our meeting last week (7/31/08) you requested an extended warranty (6/30/09) from Chief Construction Company for the building shell due to the water leaks. This extended warranty includes exterior window systems and weep vents in the masonry and cast stone that were the source of water infiltration that lead to the damage.

Chief Construction Company agrees to extend the warranty for the shell of the building covering exterior window systems and weep vents in the masonry and cast stone to June 30, 2009. This warranty extension includes the repair work for any damage that may occur as a direct result of the windows or masonry/cast stone weep vents until June 30, 2009 when the warranty extension expires.

Please feel free to contact us with any questions or concerns you may have.

Respectfully,

A handwritten signature in black ink that reads "DEAN SEARS". The signature is written in a cursive style with a large, looped "D" and "S".

Dean Sears
General Manager
Chief Construction Company

Cc: Corey Sibert, Jeremy Levasseur, file

2107 S. NORTH ROAD
P.O. BOX 2078 (MAILING)
GRAND ISLAND, NE 68802-2078
PHONE: 308-389-7222
FAX: 308-389-7393

INTERNET: <http://www.chiefconstruction.us>
E-MAIL: construction@chiefind.com

4400 E. 39TH STREET
P.O. BOX 848 (MAILING)
KEARNEY, NE 68848
PHONE: 308-238-2755
FAX: 308-238-2759

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

Conforms with the American Institute of
Architects, AIA Document G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☒
SURETY ☐
OTHER ☐

Bond No 08811187

PROJECT:

(name, address) Grand Island Hall County Law Enforcement Center

Grand Island

NE

TO (Owner)

CITY OF GRAND ISLAND, NE

101 E. First Street, City Hall

Grand Island

NE 68801

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

Steel Frame and Masonry for New Construction of a 44,000 sq ft Law
Enforcement Center in Grand Island, NE

CONTRACT DATE: 6/15/2006

CONTRACTOR: CHIEF CONSTRUCTION COMPANY, A SUBSIDIARY OF CHIEF INDUSTRIES, INC.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

1400 American Lane

Schaumburg

IL 60196-1056

, SURETY COMPANY

on bond of (here insert name and address of Contractor)

CHIEF CONSTRUCTION COMPANY, A SUBSIDIARY OF CHIEF INDUSTRIES, INC.

3942 Old W Highway 30

Grand Island

NE 68802

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve
the Surety Company of any of its obligations to (here insert name and address of Owner)

CITY OF GRAND ISLAND, NE

101 E. First Street, City Hall

Grand Island

NE 68801

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS, WHEREOF,

the Surety Company has hereunto set its hand this

11th

day of August, 2008

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety Company

Attest: Kathleen J. Mailles

(Seal):

Kathleen J. Mailles

Signature of Authorized Representative

Susan J. Preiksa

Title

Attorney-in-Fact

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS,
Current Edition

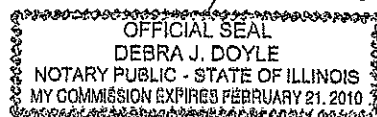
ONE PAGE

NOTARIAL ACKNOWLEDGMENT

STATE OF ILLINOIS
COUNTY OF COOK

On this 11th day of August, 2008, before me Debra J. Doyle a Notary Public of the State and County aforesaid, residing therein, duly commissioned and sworn, personally came Susan J. Preiksa, to me known, who being by me duly sworn according to law, did depose and say that she resides in Illinois: that she is an Attorney-in-Fact of Fidelity and Deposit Company of Maryland, the corporation described in and which executed the foregoing instrument: that she knows the seal of said corporation: that it was so affixed by order of The Board of Directors of said corporation and that she signed this name thereto by like order: that she executed and delivered such instrument on behalf of said corporation as its voluntary act and deed for the uses and purposes therein mentioned.

My Commission Expires:
02/21/10



**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Sandra MARTINEZ, Linda ISER, Kathleen J. MAILES, Karen DANIEL, Susan J. PREIKSA, Susan A. WELSH, Robert E. DUNCAN, Joellen M. MENDOZA, James A. CUTHBERTSON and Geoffrey E. HEEKIN, all of Chicago, Illinois, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: ~~any and all bonds and undertakings~~, and the execution of such bonds or undertakings in pursuance of these presents shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Sandra MARTINEZ, Linda ISER, Kathleen J. MAILES, Karen DANIEL, Susan J. PREIKSA, Susan A. WELSH, Robert E. DUNCAN, Joellen M. MENDOZA, James A. CUTHBERTSON, Geoffrey E. HEEKIN, dated April 17, 2003.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of November, A.D. 2004.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes

By:

William J. Mills

William J. Mills

Vice President

State of Maryland } ss:
City of Baltimore }

On this 24th day of November, A.D. 2004, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Dennis R. Hayden

Dennis R. Hayden

Notary Public

My Commission Expires: February 1, 2009

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

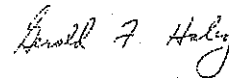
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 11th day of August, 2008.



Assistant Secretary

RESOLUTION 2008-245

WHEREAS, the Police Chief for the City of Grand Island has issued a Certificate of Final Completion for the Law Enforcement Center Construction, certifying that Chief Construction Co. of Grand Island, Nebraska, under contract, has completed the construction of the Law Enforcement Center at 111 Public Safety Drive; and

WHEREAS, the Police Chief recommends the acceptance of the project; and

WHEREAS, the Mayor concurs with the recommendation of the Police Chief; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Construction of the Law Enforcement Center is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item G13

**#2008-246 - Approving Application for 2008 Transportation
Enhancement Program Grant**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Park and Recreation Director

Meeting: September 9, 2008

Subject: Resolution Authorizing Staff to Apply for Trail Grant

Item #'s: G-13

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

Background

One of the requirements for applying for grant funding for trail construction is to receive authorization to apply from the City Council.

Discussion

It is the intention of the Park and Recreation Department to construct a trail addition connecting the State Street Trail to the new trail addition associated with the Capital Avenue widening project (see map). Total construction and engineering costs are estimated to be \$274,828.00. The Federal match (80%) will be \$219,862.40 and the City share (20%) will be \$54,965.60.

Alternatives

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

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

Recommendation

City Administration recommends that the Council pass the resolution authorizing staff to apply for the grant.

Sample Motion

Move to approve Resolution 2008-246 authorizing Park and Recreation Department staff to apply for the trail grant.



Trail Constructed
By City Completion
Date December 2008

Trail to be
Constructed with
this Grant Funding

Existing
State Street Trail

RESOLUTION 2008-246

WHEREAS, on June 10, 1996, by Resolution 96-188, the City of Grand Island approved and adopted the Parks and Recreation Comprehensive Development Plan, which included the development of a hike/bike trail system for the community; and

WHEREAS, it is the intention of the Parks and Recreation Department to construct a trail addition connecting the State Street Trail to the new trail addition associated with the Capital Avenue widening project; and

WHEREAS, the City of Grand Island has two applications to submit for Transportation Enhancement Funds for two quality projects and is required to prioritize the grant requests for selection purposes; and

WHEREAS, the priority project for this grant cycle is the State Street and Capital Avenue Hike & Bike Trail Connector and the City is requesting grant funding for such project; and

WHEREAS, if granted, assistance would be provided for 80% of the project costs, for a total of \$219,862.40; and

WHEREAS, the City of Grand Island, Nebraska, has available a minimum of 20%, for a total of \$54,965.60 of the project cost and has the financial ability to operate and maintain the completed facility in a safe and attractive manner for public use.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island supports the construction of the hike/bike trail as a priority project, and further approves and authorizes applications for assistance from the Transportation Enhancement Program.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on September 9, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ? _____ September 4, 2008 ? City Attorney
--



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item G14

**#2008-247 - Approving Funding of Economic Development
Corporation Request for Platte Valley Industrial Park (NWPS
Rate Agreement Funds)**

Staff Contact: Jeff Pederson

Council Agenda Memo

From: Jeff Pederson, City Administrator

Meeting: September 9, 2008

Subject: Approving Funding of Economic Development Corporation Request for Platte Valley Industrial Park (NWPS Rate Agreement Funds) in the Amount of \$50,648.65

Item #'s: G-14

Presenter(s): Jeff Pederson, City Administrator

Background

On September 26, 2000, the City Council approved Resolution #2000-291 establishing an Economic Development Policy for the annual contribution from Northwestern Public Service (NWPS). That Policy has guided the disbursement of the NWPS contributed funds from that time until the most recent Rate Settlement Agreement Order dated December 18, 2007. The new Settlement Agreement however, recognizes what was formerly a “contribution” of funds from NWPS to the City as a “City Approved Economic Development Surcharge” which was “intended to raise revenue for the City”. In the opinion of the City Attorney, the process of disbursing funds outlined in Resolution # 2000-291 is no longer applicable following the 2007 Rate Settlement. A new Policy will need to be developed by the City for use of the monies collected under the NWPS Rate Settlement Surcharge.

Discussion

Several weeks ago, the City received a request from the GI Economic Development Corporation for disbursement of \$90,000 from the NWPS Development Fund for assistance in paying for land in the Platte Valley Industrial Park East. This was the first request for NWPS funds that the City had received since the 2007 Rate Settlement. At the time of the implementation of the new Rate Settlement, there was in the City’s NWPS account the amount of \$50,648.65. This money can be remitted to the EDC for the current request, however monies received since the Rate Settlement are more restricted as they are not considered “contribution” monies from NWPS. Rather, these are funds that the City effectively imposed upon the rate settlement and consequently are General Fund

monies that carry restrictions for use for economic development purposes. According to the City Attorney, funds received since the new rate settlement are not eligible to be used for land purchase.

Alternatives

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

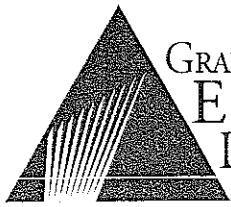
1. Approve the remittance of \$50,648.65 to the EDC using remaining funds from the previous rate settlement. Consider a follow-up request from the EDC for funds for “encouraging new industries”, which is an eligible use of City General Fund money under State Statute 13-315
2. Delay consideration of the EDC funds request pending establishment of a new policy for use of funds obtained through the Surcharge on NWPS rates.

Recommendation

City Administration recommends that the Council approve the request for funds in the amount of \$50,648.65. The EDC was unaware of the effects of the new Rate Settlement on how the City can disburse funds obtained from NWPS. The requested money is needed to pay off land debt necessary for a possible conveyance of the land.

Sample Motion

Move to approve the request for funds to allow payment to the Grand Island Area Economic Development Corporation.



GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

308-381-7500 • 800-658-4283 • Fax 308-398-7205 • www.grandisland.org

P.O. Box 1151

GRAND ISLAND, NE 68802-1151

August 11, 2008

Jeff Pederson, City Administrator
City of Grand Island
100 E 1st St
PO Box 1968
Grand Island, NE 68802-1968

RE: Applications for NWPS Economic Development Rate Agreement Funds

Dear Jeff,

Our local review committee made up of the Grand Island Area Economic Development Corp. Executive Committee and Mr. Jim Hartman of NorthWestern Energy have reviewed the request made by the Grand Island Area Economic Development Corp. for use of the Development Rate Agreement funds as spelled out in the policy. The purpose of this request is for the principal land payment for the Platte Valley Industrial Park East. As of December 31, 2007, there was \$50,648.65 available for this purpose.

After review by the committee and following a motion to approve, the committee is hereby requesting release of \$50,648.65 for Platte Valley Industrial Park East.

Sincerely,

Marian Ferguson
President

R E S O L U T I O N 2008-247

WHEREAS, under a former Rate Settlement, Northwestern Public Service (NWPS) made an annual contribution for economic development purposes to the City of Grand Island in the amount of \$86,000; and

WHEREAS, on September 26, 2000, the Mayor and City Council approved Resolution 2000-291 establishing an economic development policy for receiving, considering and making recommendations regarding requests for disbursement of said funds; and

WHEREAS, the office of the City Administrator received a recommendation for funding from the local economic development committee for \$50,648.65 payable to the Grand Island Area Economic Development Corporation to be used towards the principal payment of land that was purchased at the Platte Valley Industrial Park East, and

WHEREAS; said request is consistent with the intent of NWPS in making an annual economic development contribution, under the former Rate Settlement, and the policy established by the Mayor and City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the request for disbursement in the amount of \$50,648.65 to be used towards the principal loan payment from the purchase of land at the Platte Valley Industrial Park is hereby approved, and the payment is authorized to be made to the Grand Island Area Economic Development Corporation for such purpose.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form <input type="checkbox"/> _____ September 4, 2008 <input type="checkbox"/> City Attorney
--



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item G15

#2008-248 - Approving Contract for Property and General Liability Insurance

Staff Contact: David Springer

Council Agenda Memo

From: Dave Springer, Finance Director

Meeting: September 9, 2008

Subject: Accepting Proposal for Comprehensive Insurance

Item #'s: G-15

Presenter(s): Dave Springer, Finance Director

Background

The City's comprehensive insurance policies; property, auto, general and excess liability, and worker's comp, are due for renewal in October. The City last sought proposals in 2001. Public notice was given in July and Requests for Proposals (RFP) were solicited. Only two firms responded with RFPs, EMC Insurance Company and Travelers.

Discussion

Travelers had the lower of the quotes at \$685,532 versus EMC at \$703,851. However, Travelers had a number of exceptions, most notably, submitting a deductible for worker's comp of \$250,000 instead of the requested \$100,000. That in it-self, could cost the City ten-fold the \$18,319 difference in premium if only one claim maxed out. Travelers also requested that a cash fund of \$882,700 be established for claims payments, where none is currently required by EMC. Both firm's quotes are less than our current premium costs, as the insurance market has softened, but the upside risk and cash requirement of Travelers would cause us to recommend EMC, who has given the City excellent service for several years now.

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 acceptance of the insurance proposal with EMC for 2008-2009, with annual renewals.

Sample Motion

Move to accept the 2008-2009 proposal with EMC for commercial insurance coverage, with renewal options.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
PROPERTY AND GENERAL LIABILITY INSURANCE**

RFP DUE DATE: August 29, 2008 at 2:00 p.m.

DEPARTMENT: Finance

PUBLICATION DATE: July 3 & 17, 2008

NO. POTENTIAL BIDDERS: 5

SUMMARY OF PROPOSALS RECEIVED

Ryder Rosacker McCue & Huston
Grand Island NE

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

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

P1265

RESOLUTION 2008-248

WHEREAS, proposals were solicited to provide commercial insurance coverage for property, auto, general and excess liability, and worker's comp for the City; and

WHEREAS, proposals were due on August 29, 2008; and

WHEREAS, EMC Insurance Company submitted a proposal in accordance with the terms of the Request for Proposals, such proposal being in the amount of \$703,851 for 2008-2009, with subsequent renewal options; and

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

1. The proposal of EMC Insurance Company \$703,851 to provide commercial insurance coverage to the City fiscal year 2008 – 2009 with renewal options, is hereby approved as the best evaluated proposal submitted for that purpose.
2. The proposal for said services be accepted by the City and the Mayor is hereby authorized and directed to execute such acceptance on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 4, 2008	☐ City Attorney



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item G16

**#2008-249 - Approving Certificate of Final Completion for New
Fire Station No. 1 Construction**

Staff Contact: Jim Rowell

Council Agenda Memo

From: Jim Rowell, Fire Chief
Meeting: September 9, 2008
Subject: Certificate of Final Completion
Item #'s: G-16
Presenter(s): Jim Rowell, Fire Chief

Background

Fire Station #1 was completed in September 2007 and occupied in October of that year.

Discussion

The station was constructed by Tri Valley Builders Inc. of Grand Island Nebraska under a contract dated April 11, 2006. The work was in compliance with the terms of the contract and the work is complete. The issuing of a certificate of final completion is appropriate.

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 certificate of final completion for Fire Station #1, 409 East Fonner Park Road.

Sample Motion

Move to approve the certificate of final completion for Fire Station #1, 409 East Fonner Park Road.

CERTIFICATE OF FINAL COMPLETION AND ACCEPTANCE

FIRE STATION #1 CONSTRUCTION

CITY OF GRAND ISLAND, NEBRASKA

August 28, 2008

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

This is to certify that the construction of Fire Station #1 at 409 East Fonner Park Road has been completed by Tri Valley Builders, Inc. of Grand Island, NE under contract dated April 11, 2006. The work has been completed in accordance with the terms, conditions and stipulations of said contract and complies with the contract, the plans and specifications, except for ongoing repair work under warranty. The work is hereby accepted for the City of Grand Island, Nebraska by me as Fire Chief in accordance with the provisions of the terms of the above said contract.

Fire Station #1 Construction Project

Construction Contract	\$2,195,000.00
Alternates/Change Order 1	136,879.00
Change Order 2	55,489.00
Change Order 3	9,343.00
Change Order 4	- 656.00
Change Order 5	- 1,611.00
Change Order 6	<u>1,283.00</u>
Final Cost of Construction	\$2,395,727.00

Respectfully submitted,

Jim Rowell
Fire Chief

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

I hereby recommend that the Certificate of Final Completion and Acceptance be approved.

Respectfully submitted,

Margaret Hornady
Mayor

RESOLUTION 2008-249

WHEREAS, on April 11, 2006, by Resolution 2006-123, the City Council of the City of Grand Island awarded Tri Valley Builders, Inc. of Grand Island, Nebraska, the bid for the construction of Fire Station No. 1 at a base bid of \$2,195,000 plus four alternates resulting in a total bid cost of \$2,455,500; and

WHEREAS, the six change orders resulted in a reduced contract price of \$2,395,727.00.

WHEREAS, the work done by Tri Valley Builders, Inc. is complete.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to issue a certificate of final completion to Tri Valley Builders, Inc. of Grand Island, Nebraska for the Fire Station #1 Construction Project.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item G17

**#2008-250 - Approving Community Development Block
Grant/Planning Grant Application for Cornhusker Industrial Park**

This item relates to the aforementioned Public Hearing Item E-9.

Staff Contact: Joni Kuzma

RESOLUTION 2008-250

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

WHEREAS, the Nebraska Department of Economic Development is offering a CDBG Planning Grant for economic development; and

WHEREAS, the City will apply for and administer a \$75,000 Planning Grant for economic development planning for the Cornhusker Industrial Park; and

WHEREAS, the Department of Commerce, Economic Development Agency has committed a \$75,000 match for a projected project cost of \$150,000; and

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

WHEREAS, the public hearing on September 9, 2008, offers the public opportunity to make such comments to the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island, Nebraska is hereby authorized to apply for financial assistance from the Nebraska Department of Economic Development for economic development planning for the Cornhusker Industrial Park and the Mayor is hereby authorized and directed to execute such proceedings on behalf of the City of Grand Island for such grant programs.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 4, 2008	☐ City Attorney



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item H1

**Consideration of Request from Grand Island Public Schools for a
Conditional Use Permit for Concrete Parking Lot for Gates
Elementary School Located at 2723 West Louise Street**

This item relates to the aforementioned Public Hearing Item E-9.

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item I1

#2008-251 - Consideration of Request from Harold E. & Kathy D. Carmichael, Jr. dba OK Liquor, 305 West Koenig Street for a Class “D” Liquor License

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

Staff Contact: RaNae Edwards

RESOLUTION 2008-251

WHEREAS, an application was filed by Harold E. and Kathy D. Carmichael, Jr., doing business as OK Liquor, 305 West Koenig Street for a Class "D" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on August 30, 2008; such publication cost being \$15.34; and

WHEREAS, a public hearing was held on September 9, 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, September 9, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
September 4, 2008	<input type="checkbox"/>	City Attorney



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item I2

#2008-252 - Consideration of Request from Roadhouse Garage, Inc. dba Roadhouse Garage & Grill, 2710 Diers Avenue, Suite B for a Class “C” Liquor License and Request for Liquor Manager Designation from Simon Jensen, 642 4th Street, Hampton, Nebraska

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

Staff Contact: RaNae Edwards

RESOLUTION 2008-252

WHEREAS, an application was filed by Roadhouse Garage, Inc. doing business as Roadhouse Garage & Gill, 2710 Diers Avenue, Suite B 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 August 30, 2008; such publication cost being \$14.91; and

WHEREAS, a public hearing was held on September 9, 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 that Sarah Tjaden and Jeff Leo have no involvement in the operation of the business.

_____ 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 Simon Jensen, 642 4th Street, Hampton, Nebraska, as liquor manager of such business upon the completion of a state approved alcohol server/seller training program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 4, 2008	☐ City Attorney



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item I3

**#2008-253 - Consideration of Approving General Property,
Parking District #2 (Ramp) and Community Redevelopment
Authority Tax Request**

This item relates to the aforementioned Public Hearing Item E-7.

Staff Contact: David Springer

RESOLUTION 2008-253

WHEREAS, Nebraska Revised Statute Section 77-1601.02 provides that the property tax request for the prior year shall be the property tax request for the current year for purposes of the levy set by the County Board of Equalization unless the Governing Body of the City passes by a majority vote a resolution or ordinance setting the tax request at a different amount; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request; and

WHEREAS, it is in the best interests of the City that the property tax request for the current year be a different amount than the property tax request for the prior year; and

WHEREAS, the final levy of the Municipality for the fiscal year 2008-2009 for all general municipal purposes is set at .250000 per one hundred dollars of actual valuation; and

WHEREAS, the final levy of the Municipality for the fiscal year 2008-2009 for Parking District No.2 is set at .024220 per one hundred dollars of actual valuation; and

WHEREAS, the final levy of the Municipality for the fiscal year 2008-2009 for the Community Redevelopment Authority is set at .020790 per one hundred dollars of actual valuation.

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

1. The amount to be raised by taxation for all general municipal purposes for the fiscal year commencing on October 1, 2008 in the amount of \$5,711,871 shall be levied upon all the taxable property in the City Of Grand Island, and based on a current assessed valuation of \$2,284,748,540; and
2. The amount to be raised by taxation for Parking District No.2 for the fiscal year commencing October 1, 2008 in the amount of \$9,000 shall be levied upon all the taxable property within Parking District No.2, and based on a current assessed valuation of \$37,159,887; and
3. The amount to be raised by taxation for the Community Redevelopment Authority for the fiscal year commencing October 1, 2008 in the amount of \$475,000 shall be levied upon the taxable property in the City Of Grand Island, and based on a current assessed valuation of \$2,284,748,540

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2008.

Margaret Hornady, Mayor

Attest:

Approved as to Form	☐ _____
September 4, 2008	☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item I4

**#2008-254 - Consideration of Approving 1% Increase to the Lid
Limit**

Staff Contact: David Springer

Council Agenda Memo

From: Dave Springer, Finance Director

Meeting: September 9, 2008

Subject: Consideration of Approving 1% Increase to the Lid Limit

Item #'s: I-4

Presenter(s): Dave Springer, Finance Director

Background

In 1998, the Nebraska State Legislature passed LB989, which put a cap on the amount of restricted revenues a political subdivision can budget. The restricted revenues that the City of Grand Island includes in the budget are Property Taxes, Local Option Sales Tax, Motor Vehicle Tax, Highway Allocation, and State Aid. Of these restricted revenues, property tax is the only revenue which the City can control.

Discussion

Each year political subdivisions are allowed by State Statute to raise the restricted revenue base from the prior year by 2.5%. The base may also be increased if the growth in taxable valuation is higher than the allowed 2.5%. A third way to increase the base is to have the Political Subdivision governing board (City Council) vote to increase the base by an additional 1%. The base amount is then the maximum amount of restricted revenues the City can receive. If the City is not at the base amount, the remaining amount is carried forward as unused authority. The increase in restricted funds authority using the 1% additional amount and the population growth factor is **not** an increase in budgeted revenues. It only provides the ability to increase restricted revenues, particularly property tax, in a future year as necessary, if council so decides. approval of the 1% increase does not increase authorized expenditures and is prudent fiscal management.

Alternatives

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

1. Approve the 1% increase to the Lid Limit.
2. Disapprove or deny the 1% increase.

Recommendation

City Administration recommends that the Council approve the increase to the Lid Limit.

Sample Motion

Move to approve the 1% increase to the Lid Limit for the 2008-2009 Budget.

RESOLUTION 2008-254

WHEREAS, pursuant to Neb.Rev.Stat. #13-519, the City of Grand Island is limited to increasing its total of budgeted restricted funds to no more than the last prior year's total of budgeted restricted funds plus population growth plus two and one-half percent (2 ½%) expressed in dollars; and

WHEREAS, #13-519 authorizes the City of Grand Island to exceed the foregoing budget limit for a fiscal year by up to an additional one percent (1%) increase in budgeted restricted funds upon the affirmative vote of at least 75% of the governing body; and

WHEREAS, the Annual Budget for Fiscal Year 2008-2009 and Program for Municipal Services in the Lid Computation for FY 2008-2009 supported by the detail relating to restricted revenue accounts, proposes an additional increase in budgeted restricted funds of one percent (1%) as provided by the statute; and

WHEREAS, approval of the additional one percent (1%) increase in budgeted restricted funds is prudent fiscal management, does not increase authorized expenditures, and is in the best interests of the City of Grand Island and its citizens; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that by affirmative vote by more than 75% of the City Council, budgeted restricted revenue funds for Fiscal Year 2008-2009 shall be increased by an additional one percent (1%) as provided by Neb. Rev. Stat. #13-519.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 4, 2008	☐ City Attorney



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item I5

#2008-255 - Consideration of Lease Purchase Agreement with Wells Fargo

This item relates to the aforementioned Public Hearing Item E-10.

Staff Contact: Jeff Pederson

RESOLUTION 2008-255

WHEREAS, the Nebraska State Unicameral passed Legislative Bill 1116 which allows for the relocation of the Nebraska State Fair from Lincoln, Lancaster County, to Grand Island, Hall County, on property known as Fonner Park; and

WHEREAS, the City Council, for the City of Grand Island, in consideration of LB 1116 has considered the impact of the State Fair upon the City of Grand Island; and

WHEREAS, the City of Grand Island wishes to assist in the efforts to relocate the Nebraska State Fair by constructing a building, which building will be financed through a Lease Purchase Agreement with Wells Fargo Brokerage Services, LLC; and

WHEREAS, the Lease Purchase Agreement is allowed by Nebraska State Law for the purposes of constructing a public building.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to, on behalf of the City, execute the Lease Purchase Agreement and related documents in the amount of \$5,062,500.00 with Wells Fargo Brokerage Services, LLC.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 09, 2008

Council Session

Item J1

Approving Payment of Claims for the Period of August 27, 2008 through September 9, 2008

The Claims for the period of August 27, 2008 through September 9, 2008 for a total amount of \$2,000,415.76. A MOTION is in order.

Staff Contact: David Springer