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# City of Grand Island



**Tuesday, April 14, 2009**

## **Council Session Packet**

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### **City Council:**

**Larry Carney  
Scott Dugan  
John Gericke  
Peg Gilbert  
Chuck Haase  
Robert Meyer  
Mitchell Nickerson  
Bob Niemann  
Kirk Ramsey  
Jose Zapata**

### **Mayor:**

**Margaret Hornady**

### **City Administrator:**

**Jeff Pederson**

### **City Clerk:**

**RaNae Edwards**

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

## **Call to Order**

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

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

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### **Invocation**

### **Pledge of Allegiance**

### **Roll Call**

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## **A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS**

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

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## **B - RESERVE TIME TO SPEAK ON AGENDA ITEMS**

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

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## **MAYOR COMMUNICATION**

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



# **City of Grand Island**

**Tuesday, April 14, 2009**

**Council Session**

## **Item C1**

**Proclamation "Community Development Week" April 12-18, 2009**

**Staff Contact: Joni Kuzma**

# **Council Agenda Memo**

**From:** Joni Kuzma, Community Development

**Meeting:** April 14, 2009

**Subject:** Community Development Week  
April 12-18, 2009

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

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

## **Background**

Since 1969, the Grand Island Community Development Division has been committed to providing safe, affordable housing, improving infrastructure, financing new and expanding business to create quality jobs, and working in collaboration with community programs that impact social, economic, and cultural norms.

In 1981, the Nebraska Department of Economic Development (DED) instituted a Community Development Block Grant (CDBG) program and in 1986, the National Community Development Association initiated National Community Development Week to remind Congress of the importance of the CDBG program. This reminder is more important today than at any other time in history.

The Nebraska Department of Economic Development encourages communities to celebrate Community Development Week through a variety of activities to increase public awareness and educate residents about development activities occurring in Nebraska communities. In conjunction with other activities throughout the state, the City is proclaiming April 12 – 18, 2009 as Community Development Week in Grand Island.

Community Development applies for and receives funds from many local, state, and federal grant sources including the Department of Economic Development, Nebraska Department of Roads, the Nebraska Investment Finance Authority, the U.S. Department of Justice, Region 3 Behavioral Health, state and local foundations, and many other federal and state agencies.



## **Discussion**

This proclamation acknowledges the value of the Community Development Block Grant program to Grand Island. The Community Development Division provides grant writing, grant administration, reporting, program administration, research, and fiscal management services (grants) for the City. The Division manages funding for economic development, collaboration building, housing, substance abuse prevention, programs for children and families, transportation, and other community development activities. The following are highlights of 2008 Community Development Division activity, grant work, program management, and partnerships. .

In 2008, Community Development completed twenty-seven grant applications totaling \$4,143,196.47. Grant awards from these applications totaled \$1,298,525.72 with another \$2,256,394 in applications pending. In January 2008, the City received a prestigious national award as one of the “100 Best Communities for Young People.” Community Development Administrator, Joni Kuzma, worked with Carol Bryant, Grand Island Public Schools, and Bill Brennan, Saint Francis Medical Center, to complete the nomination for Grand Island.

Many state and federal grants require multi-agency collaboration and often call for participation by local municipal government. Some of those collaborations include participation in the Grand Island Substance Abuse Prevention Coalition (Drug Free Communities and other substance abuse prevention grants,) the Coalition for Children (Nebraska Children and Families Foundation Demonstration grant,) North Central Continuum of Care (HUD homeless and near homeless grants), and the Heartland Family Visitation Center (Safe Havens: Supervised Visitation and Safe Exchange, Dept. of Justice grants.) *Community Development is building a stronger community by securing funding, managing programs, serving on community boards and coalitions, and functioning as a community resource to enhance “quality of life” opportunities for residents.*

Down payment assistance, owner-occupied rehab programs, and economic development grants result in economically proven benefits to the community. CDBG programs increase the property tax base, improve property values, and create jobs for low-income residents. The CDBG program reports that for every \$1.00 of CDBG money invested in a community, \$6.85 is spent privately. Grand Island is fortunate to receive continued Community Development Block Grant funding.

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

PROCLAMATION

- WHEREAS, Nebraska's communities are the foundation for providing a high quality of life for its residents; and
- WHEREAS, the City of Grand Island has demonstrated dedication to the economic, social and cultural growth in this community; and
- WHEREAS, the City of Grand Island has actively supported community development activities including a first-time homebuyer down payment assistance program; owner-occupied rehabilitation program; public works and economic development projects, and development of quality programs that serve children and families; and
- WHEREAS, the City of Grand Island partners with many community organizations to expand and improve housing, infrastructure, and services.

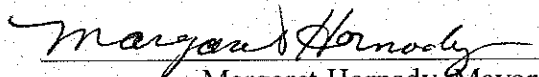
NOW, THEREFORE, I, Margaret Hornady, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the week of April 12-18, 2009 as

***"COMMUNITY DEVELOPMENT WEEK"***

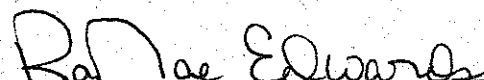
in the City of Grand Island, and encourage all citizens of Grand Island to support community development activities this week and throughout the year.

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



  
Margaret Hornady, Mayor

Attest:

  
RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, April 14, 2009

Council Session

## Item C2

### Proclamation "Child Abuse Prevention Month" April, 2009

*Because all children deserve love, comfortable homes, and tender care from parents and adults who make them feel safe, happy and loved and because many children were involved in substantiated cases of abuse and neglect in 2008, and because the effects of child abuse are felt by whole communities and need to be addressed by the entire community, the Mayor has proclaimed the month of April, 2009 as "Child Abuse Prevention Month". See attached PROCLAMATION.*

Staff Contact: Mayor Hornady

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

PROCLAMATION

WHEREAS, the effects of child abuse are felt by whole communities and must be addressed by the entire community; and

WHEREAS, effective child abuse prevention programs succeed because of partnerships created among social service agencies, schools, religious organizations, law enforcement agencies, and the business community; and

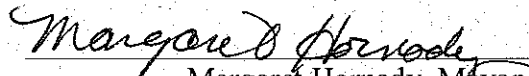
WHEREAS, all citizens should become more aware of child abuse and its prevention within the community and become involved in supporting parents to ensure their children are valued, safe, and healthy.

NOW, THEREFORE, I, Margaret Hornady, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the month of April 2009 as

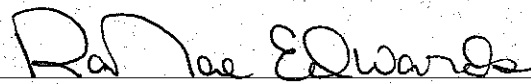
***"CHILD ABUSE PREVENTION MONTH"***

in the City of Grand Island, and encourage all citizens to accept their responsibility for reporting and preventing child abuse and to wear a Blue Ribbon to show that it shouldn't hurt to be a child. Remembering that, every child should be valued, safe, and healthy and deserves a Blue Ribbon. You have the power to protect a child.

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

  
Margaret Hornady, Mayor

Attest:

  
RaNae Edwards, City Clerk





# City of Grand Island

Tuesday, April 14, 2009

Council Session

## Item C3

### Proclamation "Nebraska Public Health Month" April, 2009

*Public health is about ensuring health living and working environments through controlling the spread of disease, maintaining safe food and drinking water, and providing maternal and child health services to prevent deaths and improve our quality of life. The Mayor has proclaimed the month of April, 2009 as "Nebraska Public Health Month". See attached PROCLAMATION.*

Staff Contact: Mayor Hornady

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

PROCLAMATION

- WHEREAS, Central Nebraskans have achieved almost 30 additional years of life expectancy since 1900; and
- WHEREAS, public health efforts are credited with the majority of improvements in our health status and expanded life expectancy; and
- WHEREAS, public health succeeds by identifying and addressing patterns of disease, illness and injury in populations; and
- WHEREAS, public health is about ensuring healthy living and working environments; and
- WHEREAS, public health efforts protect against bioterrorism and new and emerging public health threats; and
- WHEREAS, public health measures such as controlling the spread of disease, maintaining safe food and drinking water, and providing maternal and child health services, have prevented countless deaths and improved our quality of life; and
- WHEREAS, public health services benefit all residents in Hall, Hamilton and Merrick Counties, regardless of age, culture or race; and
- WHEREAS, public health services result in healthy Central Nebraskans in healthy communities; and
- WHEREAS, it is important that we do not take public health for granted and that we recognize the need to maintain and improve our current public health efforts.

NOW, THEREFORE, I, Margaret Hornady, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the month of April, 2009 as

***"NEBRASKA PUBLIC HEALTH MONTH"***

in the City of Grand Island.

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



Attest:

*Margaret Hornady*  
Margaret Hornady, Mayor

*RaNaee Edwards*  
RaNaee Edwards, City Clerk



# City of Grand Island

Tuesday, April 14, 2009

Council Session

## Item C4

### **Proclamation "National Braille Readers are Leaders Week" April 20-27, 2009**

*The ability to read and write Braille competently and efficiently is the key to education, employment, and success for the blind. Mayor Hornady has proclaimed the week of April 20-27, 2009 as "National Braille Readers Are Leaders Week". See attached information and PROCLAMATION.*

Staff Contact: Mayor Hornady

**GRAND ISLAND  
CITY COUNCIL**

**\*\***

**THE HONORABLE  
MAJOR  
MARGARET HORNADY**

**COMMEMORTIVE WEEK  
FOR THE PROMOTION  
OF  
BRAILLE READER ARE LEADERS  
CAMPAIGN**

**NE-NFB-GRAND ISLAND CHAPTER  
SIBBY LE BEAU SEC/ TRES  
308-384-9951  
E-MAIL- MAHTO1@MSN.COM  
MARCH 24, 2009**



**March 25, 2009**

**Grand Island  
City Council**

**ref: Braille Literacy Week  
For the U.S.A. and Nebraska**

**Honorable Mayor Margaret Hornady**

**Ladies and Gentlemen of the City Council,**

I am, Sibby Le Beau. And I represent the NE-National Federation of the Blind-Grand Island Chapter.

It would give us much pleasure to request and have your influence as part of this historic initiative to bring Braille Literacy to all the blind children and adults in America who need it. There can be no doubt that the ability to read and write Braille competently and efficiently is the key to education, employment, and success for the blind.

Despite the undisputed value of Braille, however, only 10 percent of the blind children in the United States are currently learning it. Our society would never accept a 10 percent literacy rate among sighted children it should not accept such an outrageously low literacy rate among the blind.

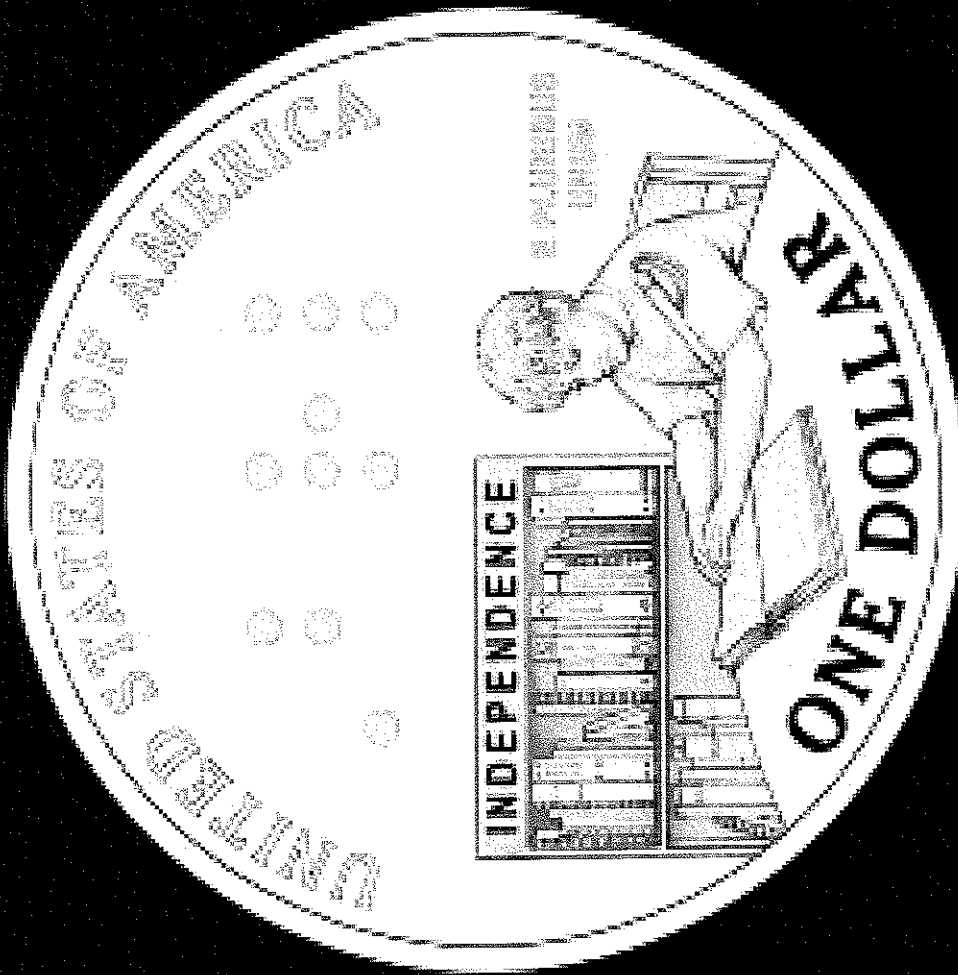
The [Braille Readers are Leaders Campaign] with the aid of influential support from Governor Hieneman, and of course in our county and city, you the leaders of our communities, your influential support combined along with the Governor's will help reverse the downward trend in Braille Literacy and ensure that equal opportunities in education and employment are available to all of the nation's blind.

I am requesting of this assembly : That one week—preferably 20 April to 27 April, 2009 in honor of Louis Braille, whose invention brought much to the blind world and to set this time aside also, for National Federation Of the Blind's —Braille Readers are Leaders-Week . Attached is information concerning the above.

Thank you for your time and support

Sibby Le Beau Sec/Treasure Grand Island Chapter -NE-Nfb  
Contact:  
2231 N. Sheridan Ave,  
Grand Island NE 68803-1930

Telephone—~~3~~08-384-9951 —e-mail mahto1@msn.com



Reverse  
Design



Obverse  
Design

## 2009 Louis Braille Bicentennial Silver Dollar Design

### Coin Description

Director of the United States Mint, Ed Moy, describes the coin as follows:

The coin obverse, or heads side of the coin, features a handsome image of Louis Braille from the neck up, facing forward. This image captures him as the energetic, confident and successful young man he was, and the image fills the center of the coin. He is wearing a jacket and collar in the style of the early 1800s and his hair is fashionably wavy.

The coin also bears the inscription "Liberty" along the curve of the coin above his head and the words "Louis Braille" underneath his portrait. "In God We Trust" is inscribed to the right of Braille's image at cheek level. The date "1809" appears on the left and "2009" appears on the right, both at

3/22/2009

collar height.

On the coin reverse, the most prominent image is a boy who looks to be about 8 or 9 sitting at a table reading a book in Braille. He is wearing a T-shirt and has the top of a cane resting on his left arm. The word "Braille" in Braille code-abbreviated B-R-I, as it is in Braille code-is produced on the upper half of the coin. The spacing of the letters ensures that the text is no different from printed or written Braille to the touch.

On the left in the background, the word "Independence" is written along the top of a bookshelf full of books. The inscription "United States of America" is at the top of the curve of the coin, "One Dollar" is at the bottom and "E Pluribus Unum" is to the right of the seated child reading Braille.

©2008 All Rights Reserved - Copyright 2008 NFB

2009 Louis Braille Bicentennial Silver Dollar The 2009 Louis Braille Bicentennial Silver Dollar commemorates the 200th anniversary of the birth of Louis Braille, inventor of the Braille system, which is still used by the blind to read and write.

Louis Braille was born in Coupvray, France, near Paris, on January 4, 1809. At the age of three, he lost the sight in his left eye as the result of an accident in his father's workshop. An infection spread to his right eye and he became completely blind by the age of four. At the age of 10, Braille received a scholarship to attend the Royal Institute for Blind Children in Paris, where he became the youngest student. At the school, most instruction was oral, but Braille read books for the blind, which had large letters embossed on the pages.

In 1821, a captain in Napoleon's army, Charles Barbier de la Serre, visited Braille's school and introduced a system he had invented called "night writing." This was a method for communicating on the battlefield at night without having to talk or light a match, which could alert the enemy. It consisted of 12 raised dots which could be combined to represent words by sounds rather than letters. Over the next few months, Braille experimented with different configurations until he found a simpler one using just six dots.

By the age of 15, using a blunt awl (the same type of tool that had injured his left eye 12 years earlier) to punch holes in paper to represent letters, Braille had developed the code that is essentially what we know today as modern Braille. It uses no more than six dots in a "cell" of two columns of up to three dots each to represent letters and contains a system of punctuation and "contractions" to speed reading and writing. It is read by passing the fingers over the raised dots.

Today, Braille has been adapted to almost every known language and is used everywhere from bus stops and maps to music notation and text books. In his native France, Louis Braille's achievement was recognized in 1952 - the

100th anniversary of his death - when his body was moved to Paris and interred in the Pantheon.

Now, for the first time in history, a United States coin features readable Braille. It is available in both proof and uncirculated versions. The obverse (heads) features a portrait of Louis Braille designed by United States Mint Artistic Infusion Program (AIP) Master Designer Joel Iskowitz and sculpted by United States Mint Sculptor/Engraver Phebe Hemphill. It is also inscribed with LIBERTY, IN GOD WE TRUST, LOUIS BRAILLE, 1809 and 2009.

The reverse (tails), showing a child reading a book in Braille, was designed by United States Mint AIP Master Designer Susan Gamble and sculpted by United States Mint Sculptor/Engraver Joseph Menna. The word Braille (abbreviated Brl in Braille code) is depicted in the upper field. The word INDEPENDENCE is featured on a bookshelf behind the child, in addition to the inscriptions UNITED STATES OF AMERICA, ONE DOLLAR and E PLURIBUS UNUM.

Surcharges from sales of the 2009 Louis Braille Bicentennial Silver Dollar are authorized to be paid to the National Federation of the Blind to further its programs to promote Braille literacy.


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## Coins and Medals

### 2009 Louis Braille Bicentennial Silver Dollar

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2009 Louis Braille Bicentennial Silver Dollar Proof  
Obverse



2009 Louis Braille Bicentennial Silver Dollar Proof  
Reverse



2009 Louis Braille Bicentennial Silver Dollar  
Uncirculated Obverse

*BRAILLE, 1809 and 2009.*

The reverse (tails), showing a child reading a book in Braille, was designed by United States Mint AIP Master Designer Susan Gamble and sculpted by United States Mint Sculptor/Engraver Joseph Menna. The word *Braille* (abbreviated Brl in Braille code) is depicted in the upper field. The word *INDEPENDENCE* is featured on a bookshelf behind the child, in addition to the inscriptions *UNITED STATES OF AMERICA*, *ONE DOLLAR* and *E PLURIBUS UNUM*.



2009 Louis Braille Bicentennial Silver Dollar  
Uncirculated Reverse

Surcharges from sales of the 2009 Louis Braille Bicentennial Silver Dollar are authorized to be paid to the National Federation of the Blind to further its programs to promote Braille literacy.

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Mar 6,  
2009  
[stwb2]


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## Braille Alphabet Card

### Braille and Literacy

\*Read about our new biography of Louis Braille!

### The Case for Braille

[See an image of Louis Braille.](#)

### Should "Braille" be Capitalized?

### Louis Braille

### More Braille Links

Braille Alphabet		a b c d e f g h i j															
The six dots of the braille cell are arranged and numbered:																	
The capital sign, dot 6, placed before a letter makes a capital letter.																	
The number sign, dots 3, 4, 5, 6, placed before the characters a through j, makes the numbers 1 through 9. For example: a preceded by the number sign is 1, b is 2, etc.																	





## Search

**GO**

## Braille Alphabet Card

**\*Read about our new biography of Louis Braille!**

## The Case for Braille

## Braille Alphabet

1 2 3 4

1  
2  
3  
4

a	b	c	d	e	f	g	h	i	j
.	:	::	:::	.	:	::	:	.	::
k	l	m	n	o	p	q	r	s	t
.	:	::	:::	.	:	::	:	.	::
u	v	w	x	y	z	Capital Sign	Number Sign	Period	Comma
.	:	::	:::	.	:	.	:	.	.

NATIONAL BRAILLE PRESS INC.  
88 ST. STEPHEN STREET •  
BOSTON, MA 02115  
[www.nbp.org](http://www.nbp.org)

The bicentennial of Louis Braille's birth is generating excitement all over the world! National Braille Press has been inundated with requests for our braille alphabet cards and we are a little behind in fulfilling these orders. We are now harnessing the power of our wonderful volunteers and will send out alphabet card orders as soon as possible. Thank you for your patience and your support of braille literacy!

This is a visual representation of the braille alphabet without contractions. To conserve space and increase reading speeds, the braille code contains 189 contractions. You can [download the alphabet card as a PDF file](#).

To have a free embossed braille alphabet card mailed to you, fill out this form.

If you are sighted and would like to learn braille -- using your eyes -- order Just Enough to Know Better. Or buy our handy print wall chart of English braille symbols and contractions.

## Celebrate the Louis Braille Bicentennial

**Also: Beautiful Braille Gift Ideas**  
 Print/braille Refrigerator Magnets  
 Braille Alphabet Bracelets



## Search

Publications and Textbook: 

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## Braille Alphabet Card

**\*Read about our new biography of Louis Braille!**

**See an image of Louis Braille.**

## Should "Braille" be Capitalized?

## Louis Braille

## More Braille Links

[illegible]

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## Celebrate the Louis Braille Bicentennial

## Also: Beautiful Braille Gift Ideas

### Print/braille Refrigerator Magnets

## Braille Alphabet Bracelets



Published on Braille Institute of America (<http://www.brailleinstitute.org>)

## **Free Services for Blind and Visually Impaired People**

Braille Institute offers a wide array of services designed to help people with vision loss lead enriched and fulfilling lives.

A leader in the field since 1919, Braille Institute provides on-site services at five **Regional Centers** as well as more than 170 Outreach Locations throughout Southern California.

Funded entirely by private donations, all of our services are completely free of charge!

### **Child Services**

*In-home programs for parents, designed to help prepare blind and visually impaired children (up to age 5) for success in mainstream community preschools.*

### **Youth & Teen Services**

*Job counseling, enrichment and recreational activities to foster self-confidence and independence in children and young adults, ages 6-18.*

### **Adult Services**

*More than 200 classes and programs in daily living techniques, mobility training, as well as enrichment and personal recreation.*

### **Library Services**

*Braille Institute's award-winning library offers more than 1.1 million volumes in braille and recorded formats.*

### **Public Education & Resources**

*Braille Institute is actively involved in the community and offers a variety of resources and links to partner organizations.*

### **Vistas Store**

*Explore our retail store and its wealth of practical, adaptive items for sale.*

### **Children's Literacy Services**

*A variety of programs designed to build literacy by providing brailled materials to blind and visually impaired children.*

### **Career Services**

*A variety of programs designed to build literacy by providing brailled materials to blind and visually impaired children.*

### **Low Vision Services**

*Assistance for making the most of one's remaining vision.*

### **Braille Publishing**

*An innovator in braille production for 90 years, Braille Institute's full service department is an international leader in the field.*

### **Recorded Media**

*A wide array of audio and video content available for download—including classes, workshops, medical advice and seminars—all designed to enrich lives.*

*This was highlighted on the original for emphasis - that this Services Are Free*

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

PROCLAMATION

- WHEREAS, since the invention by Louis Braille (1809-1852), the reading and writing code for the blind that bears his name has become the accepted method of reading and writing for the blind the world over; and
- WHEREAS, Braille is used to represent not only the alphabets of most written languages, but is also used for mathematical and scientific notation and the reproduction of musical scores; and
- WHEREAS, Braille provides people who are blind with the power of knowledge, expanding their opportunities and equipping them with the tools to be productive and imaginative contributors to society; and
- WHEREAS, contrary to widely believed myths, Braille is not difficult to learn, nor is reading Braille slower than reading print; and
- WHEREAS, while technology has improved the lives of blind people by facilitating quick access to information, no technology can replace Braille literacy, since literacy is the ability to read and to write and to do the two interactively; and
- WHEREAS, despite its efficiency, versatility, and universal acceptance by the blind, the rate of Braille literacy in the united States has declined to the point where only 10 percent of blind children are learning to read and write Braille; and
- WHEREAS, just as a literacy rate of 10 percent among this nation's sighted children would be rightly viewed as a crisis and as cause for national outrage, the decline in Braille literacy is a crisis and swift action must be taken to reverse this dangerous trend; and
- WHEREAS, Braille literacy is the key to independence, productivity, and success for blind people, as evidenced by the fact that while 70 percent of the blind are unemployed, 85 percent of those who are employed us Braille; and
- WHEREAS, the United States Congress officially recognized the importance of Braille and the magnitude of the Braille literacy crisis in 2006 by passing the Louis Braille Bicentennial-Braille Literacy Commemorative Coin Act authorizing the striking of a United States silver dollar in commemoration of the two-hundredth anniversary of the birth of Louis Braille; and

WHEREAS,

the National Federation of the Blind, the nation's oldest and largest organization of blind people and the leading advocate for Braille literacy has launched a national "Braille Readers are Leaders" campaign to promote awareness of the importance of Braille and to increase the availability of competent Braille instruction and of Braille reading materials in this country, said campaign to be funded by a portion of the proceeds from the sale of the Louis Braille Bicentennial Silver Dollar; and

WHEREAS,

the National Federation of the Blind has today released a comprehensive report entitled *The Braille Literacy Crisis in America-Facing the Truth, Reversing the Trend, Empowering the Blind*, and the United States Mint has this day released the Louis Braille Bicentennial Silver Dollar for purchase by the general public.

NOW, THEREFORE, I, Margaret Hornady, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the week of April 20-27, 2009 as

***"NATIONAL BRAILLE READERS ARE  
LEADERS WEEK"***

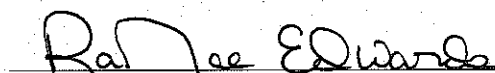
to celebrate the hope, opportunity, and power that literacy in Braille provides to the blind and to our nation. Furthermore, I call upon all public officials, educators, and citizens throughout Grand Island, Nebraska, and this nation to recognize the importance of Braille to the lives of blind people and to assist the National Federation of the Blind in its efforts to increase instruction in and use of Braille in Grand Island, Nebraska, and across the United States.

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



  
Margaret Hornady, Mayor

Attest:

  
RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, April 14, 2009

Council Session

## Item C5

### Proclamation "Alcohol Awareness Month" April, 2009

*Alcohol is a factor in the leading causes of death among persons ages 15-24 and young people who begin drinking before age 15 are four times more likely to develop alcohol dependence at some point in their lifetime. Mayor Hornady has proclaimed the month of April 2009 as "Alcohol Awareness Month". See attached PROCLAMATION.*

Staff Contact: Mayor Hornady

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

PROCLAMATION

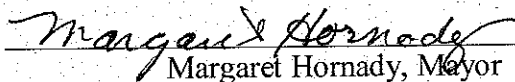
- WHEREAS, independent research indicates that awareness of alcohol advertising and marketing has an impact on the beliefs and expectations of children and youth regarding alcohol use; and
- WHEREAS, the Center on Alcohol Marketing and Youth (CAMY) noted since 2001 at least seven peer-reviewed longitudinal studies have found that young people with greater exposure to alcohol marketing are more likely to start drinking than their peers; and
- WHEREAS, youth exposure to alcohol advertising on television has risen by 38% since CAMY began monitoring this exposure in 2001; and
- WHEREAS, underage youth were 287 times more likely per capita to see a TV commercial promoting alcohol from 2001 to 2006 than an industry-funded "responsibility" ad regarding underage drinking CAMY found; and
- WHEREAS, one in three radio alcohol ads in top markets is more likely to reach youth per capita than adults; and
- WHEREAS, alcohol is a factor in the three leading causes of death among persons ages 15-24: unintentional injuries (including traffic crashes), homicides, and suicides; and
- WHEREAS, young people who begin drinking before age 15 are four times more likely to develop alcohol dependence at some point in their lifetime; and
- WHEREAS, the total cost of alcohol use by youth in Nebraska in 2005 – including traffic crashes, violent crime, drowning, suicide attempts, fetal alcohol syndrome, alcohol poisonings, and treatment – is more the \$447 million; and
- WHEREAS, nearly 22 percent of all alcohol sold in Nebraska in 2005 was consumed by underage drinkers, totaling \$75 million in profits to the alcohol industry.

NOW, THEREFORE, I, Margaret Hornady, Mayor of the City of Grand Island, Nebraska, do hereby proclaim April, 2009 as

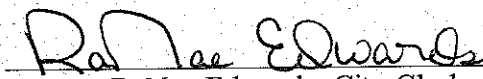
***"ALCOHOL AWARENESS MONTH"***

in the City of Grand Island, and encourage all citizens, parents, governmental agencies, public and private institutions, businesses, hospitals and schools in Grand Island, Nebraska, to support efforts that will prevent underage drinking throughout our community.

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

  
Margaret Hornady, Mayor

Attest:

  
RaNae Edwards, City Clerk







# **City of Grand Island**

**Tuesday, April 14, 2009**

**Council Session**

## **Item E1**

**Public Hearing on Request from Skagway Discount Dept. Stores,  
Inc. dba Skagway, 620 State Street for a Class "CK" Liquor  
License**

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** April 14, 2009

**Subject:** Public Hearing on Request from Skagway Discount  
Dept. Stores, Inc. dba Skagway, 620 State Street for a  
Class “CK” Liquor License

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

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

## **Background**

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

### **Declared Legislative Intent**

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

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

## **Discussion**

Skagway Discount Dept. Stores, Inc. dba Skagway, 620 State Street has submitted an application for a Class “CK” Liquor License. A Class “C” Liquor License allows for the sale of beer on and off sale only inside the corporate limits of the city and a Class “K” Liquor License allows for catering. If approved, this license will replace their existing Class “DK-42944” liquor license.

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.

Also submitted was an application for Liquor Manager Designation for James Phipps, 1809 West Anna Street.

### **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 Skagway Discount Dept. Stores, Inc. dba Skagway, 620 State Street for a Class "CK" Liquor License contingent upon final inspections and the request from James Phipps, 1809 West Anna Street for a Liquor Manager Designation.

04/08/09  
15:43

Grand Island Police Dept.  
LAW INCIDENT TABLE

450  
Page: 2

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	14:48:10 04/08/2009

Grand Island Police Department  
Supplemental Report

I received a copy of a liquor license application for Skagway North and a copy of a liquor manager application from James Phipps. The people listed on the liquor license application are: William Martin (President), Donna Martin (William's wife), James Phipps (VP/Liquor Manager), Louann Phipps (James' wife), Timothy Bolton (Secretary), and Maryann Bolton (Timothy's wife). Louann Phipps and Maryann Bolton each filled out a "Spousal Affidavit of Non Participation" form.

On the application, it clearly asks "Has anyone who is a party to this application, or their spouse, ever been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law, a violation of a local law, ordinance or resolution." The "No" box was checked.

From checking Spillman and NCJIS, I learned that Donna Martin had an undisclosed speeding conviction, James Phipps had an undisclosed speeding violation, Timothy Bolton had three undisclosed speeding violations, and Maryann Bolton had one undisclosed speeding violation.

The failure of Donna, James, Timothy and Maryann to disclose their traffic convictions technically makes the application false according to the Nebraska Liquor Control Act (Part II Chapter 2 Section 010.01). The traffic convictions would fall under state law or local ordinance. Either way, the convictions are either an infraction or a misdemeanor that does not rise to the level of a Class I Misdemeanor in a specified crime under Nebraska State Statute Chapter 28 that would automatically nullify the liquor license.

The applicants should be cautioned about reading and filling out the application completely, but the Grand Island Police Department has no objection to the issuance of a liquor license for Skagway North and no objection to James Phipps becoming the liquor manager.

Date, Time: Wed Apr 08 15:16:29 CDT 2009  
Reporting Officer: Vitera  
Unit #: 865



# **City of Grand Island**

**Tuesday, April 14, 2009**

**Council Session**

## **Item E2**

**Public Hearing on Request from Chris Woodward for a  
Conditional Use Permit for a Recycling Operation Located on St.  
Paul Road between Capital Avenue and Airport Road**

**Staff Contact: Craig Lewis**

# **Council Agenda Memo**

**From:** Craig Lewis, Building Department Director

**Meeting:** April 14, 2009

**Subject:** Request of Chris & Scott Woodward Representing Clark Brothers Sanitation for Approval of a Conditional Use Permit to Allow for the Operation of a Recycling Center at 3105 N. St. Paul Road

**Item #'s:** E- 2 & H-1

**Presenter(s):** Craig Lewis, Building Department Director

## **Background**

This request is for the approval of a Conditional Use Permit to allow for the operation of a Recycling Center at the property referenced above. A conditional use permit is required by the City Code as the property is currently zoned M-2 Heavy Manufacturing. That zoning classification lists as a specified conditional use a salvage yard. The City Code defines salvage yards as any building, lot, yard or premise used for the collection, processing, salvage, storage, bailing, or shipping of junked vehicles, vehicle parts, paper, cardboard, glass, plastic, metals, rags, scrap materials, junk, or material similar to those listed herein.

The operation of a recycling center would fall within the category of a salvage yard and is required to receive approval of the City Council in the form of a conditional use permit.

## **Discussion**

The request is for approval to operate a recycling facility in conjunction with the current operation of Clark Brothers Sanitation. The City Code sections 36-101 and 36-106 specifies standards for industrial uses and physical appearance standards for salvage yards.

Section 36-106. Conditional Uses; Salvage Yards;

All salvage yards shall be subject to the following conditions as part of their permitted conditional use:

(A) In addition to the information required pursuant to 36-88, an application for a conditional use for a salvage yard shall include a site plan for the premises showing the layout of the proposed operation, building and infrastructure locations, property dimensions, drainage and landscaping.

(B) All structures located or constructed on the salvage yard premises shall comply with the Grand Island City Code and all applicable building, electrical, plumbing, and fire codes.

(C) All hazardous materials and regulated waste shall be received, stored, and disposed of in accordance with state and federal laws and the rules and regulations of the U.S. Environmental Protection Agency and the Nebraska Department of Environmental Quality.

(D) All operations of a salvage yard, including those which are ancillary and indirectly related to the salvage yard such as administration, parking, equipment and or container storage shall be conducted on the premises subject to the permitted conditional use.

(E) All premises on a salvage yard shall be kept and maintained in a clean and orderly manner, using the best practices of the industry, with no loose garbage, litter, refuse or waste materials on the premises except those kept in short term storage for processing. The persons operating the salvage yard shall on a regular and routine basis inspect all areas adjacent to the salvage yard and clean up any materials which originated from the salvage yard.

(F) Physical Appearance: Salvage yards and other similar operations shall be effectively enclosed or shielded from adjacent properties on all sides by means of a sight-obscuring fence at least eight (8) feet in height, in good repair, and constructed of conventional fence materials and techniques as approved by the Chief Building Official. No inventory or salvage materials of any nature may be stacked within fifty (50) feet of the fence to a height greater than said fence.

Because this request will include composting yard waste similar to that which the City does at the transfer station, it may be appropriate to include additional condition to regulate that additional operation.

(G). All yard waste composting operations shall be located at least 600' from St Paul Road and 12' from the north, south, and east property lines. Yard waste composting shall be turned and screened at least once each 30 days.

## **Alternatives**

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

1. Approve the request for the Conditional Use.
2. Disapprove or /Deny the Request.
3. Modify the Conditional Use Permit to meet the wishes of the Council.
4. Table the issue.

## **Recommendation**

City Administration recommends that the Council approve the conditional use permit to allow for a salvage yard with the conditions required in the City Code and identified in the Staff memorandum.

## **Sample Motion**

Move to approve the request for a conditional use permit with the conditions as identified in the departmental memorandum.





Non-Refundable Fee: \$200.00  
Return by: \_\_\_\_\_  
Council Action on: 4-14-09

## Conditional Use Permit Application

pc: Building, Legal, Utilities  
Planning, Public Works

1. The specific use/construction requested is: RECYCLING OF PAPER, METAL CANS, PLASTICS AND YARDWASTE
2. The owner(s) of the described property is/are: LTSC, INC. DBA CLARK BROTHERS SANITATION
3. The legal description of the property is: WASHINGTON TWP GARDEN PLACE LT 3 X N 40' & N 1/2 LT 4
4. The address of the property is: 3105 ST. PAUL RD
5. The zoning classification of the property is: HEAVY MANUFACTURING/AGRICULTURAL
6. Existing improvements on the property is: NONE
7. The duration of the proposed use is: 10 + YEARS
8. Plans for construction of permanent facility is: 1-2 YEARS
9. The character of the immediate neighborhood is: LIGHT RESIDENTIAL WITH NEARBY SOD FARM
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: WE WANT TO USE THIS LAND TO TAKE ALL OF OUR RECYCLABLE MATERIALS. THERE THE MATERIALS WILL BE SORTED AND PROCESSED FOR SHIPPING. WE WILL PLAN ON BUILDING A RECYCLING FACILITY IN WHICH ALL THE MATERIAL OTHER THAN YARD WASTE WILL BE PROCESSED. THE YARD WASTE WILL BE WINDROWED AND COMPOSTED ON THE EASTERLY MOST PART OF THE PROPERTY, SO AS TO AVOID HOMES. OUR SISTER COMPANY IS CURRENTLY OPERATING A SIMILAR FACILITY IN HASTINGS.

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

2/20/09  
Date

Chris P. Woodward  
Owners(s)

(308) 384-2570  
Phone Number

3080 W 2nd  
Address

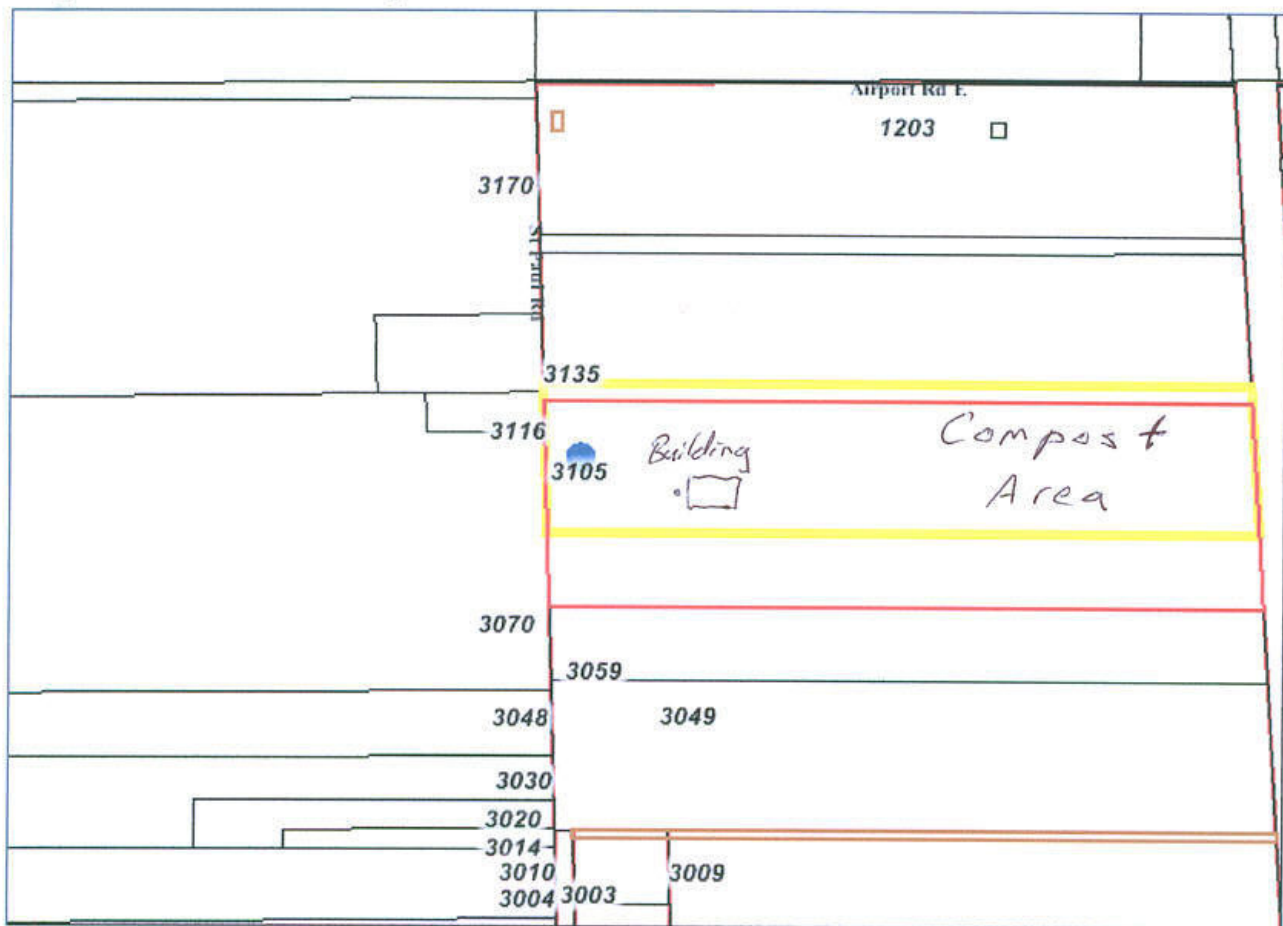
Grand Island  
City

NE  
State

68803  
Zip

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

## City of Grand Island Mapsifter



Terrascan, Inc.

- \* TOTAL AREA OF SITE 15.82 ACRES
- \* BUILDING WILL BE 300' FROM ST. PAUL RD
- \* COMPOST AREA WILL BE OVER 600' FROM ST. PAUL RD
- \* LAND DIMENSIONS 326' X 1554'



LAND FOR PROPOSED CONDITIONAL USE PERMIT

- \* BUILDING WOULD SET APPROXIMATELY WHERE DUMPSTERS ARE SETTING IN THE PICTURE ON THE RIGHT SIDE OF THE PROPERTY
- \* COMPOST AREA WOULD BE BACK BY TREE LINE IN THE REAR OF THE PROPERTY
- \* FRONT BARBED WIRE FENCE WOULD BE REPLACED WITH A WHITE PLASTIC FENCE



# **City of Grand Island**

**Tuesday, April 14, 2009**

**Council Session**

## **Item E3**

**Public Hearing on the Semi-Annual Report by the Citizens' Review  
Committee on the Economic Development Program Plan**

**Staff Contact: Citizens' Review Committee**

# **Council Agenda Memo**

**From:** Dale M. Shotkoski, City Attorney

**Meeting:** April 14, 2009

**Subject:** Public Hearing Concerning the Semi-Annual Report by the Citizen's Review Committee on the Economic Development Program Plan

**Item #'s:** E-3 & G-6

**Presenter(s):** Dale M. Shotkoski, City Attorney  
Mark Stelk, Vice-Chairman,  
Citizen's Advisory Review Committee

## **Background**

The voters of the City of Grand Island approved an economic development plan at the May 6, 2003 election. Subsequent to the election, the city has adopted an ordinance that establishes the economic development plan and a Citizens' Advisory Review Committee to oversee the process of approving applications for economic development incentives. The Citizens Advisory Review Committee is required by State Statute and the Grand Island City Code to make a semi-annual report to the City Council.

## **Discussion**

The Citizens Advisory Review Committee has been conducting regular meetings during the last six months as required by the City Code and the Nebraska Statutes. The committee looks forward to receiving and reviewing meritorious applications for consideration in the future. The committee received the semi-annual report from the Economic Development Corporation at its meeting of March 24, 2009, and voted to forward it on to the City Council for its review and acceptance.

## **Alternatives**

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

1. Accept the semi-annual report of the Citizens' Advisory Review Committee.

2. Do not accept the semi-annual report of the Citizens' Advisory Review Committee.

### **Recommendation**

City Administration recommends that the Council accept the semi-annual report of the Citizens' Advisory Review Committee.

### **Sample Motion**

Move to accept the semi-annual report of the Citizens' Advisory Review Committee.



Grand Island Area Economic Development Corp.  
2009 Semi-Annual Report  
By: Marlan Ferguson, President

Raising the quality of life for Grand Island area residents continued to be the goal thru higher paying jobs, a stronger tax base, and industry diversification. With so many challenges affecting our community, with the current state of economy, it is important that all business and community leaders work together in harmony to ensure that Grand Island remains on the cutting edge.

After the beginning of the year, several companies showed an interest in the Spec Building but one of Grand Island's very own proved to be the most sincere. Nova-Tech, Inc. is a FDA registered device manufacturing facility which began as an animal blood collection and sterile serum facility and is now focused on the aseptic fill of large volume and small volume sterile injectables, specifically fluids, minerals and vitamin products custom manufactured for animal health distributors. On November 14<sup>th</sup>, Nova-Tech, Inc. became the proud owner of the Spec Building. Nova-Tech will renovate the current building to include additional production lines as well as in-house warehousing and offices. We look forward to the completion of this project and having Nova-Tech as one of our newest businesses located in the Platte Valley Industrial Park.

Last year at this time, the EDC had twelve lots available; today, we have only nine. Recent additions to the park include Fed-Ex Ground, ASAP Express, and our latest resident will be First Holiday Tour & Travel with their transportation industry. Interest remains strong for the industrial park.

The EDC remains a contender for a possible new manufacturing company; during this past year, we referred to this project as "Project Amada". Staff has spent a significant amount of time in the recruitment of this project. Just a few year's ago, our board purchased its first 80 acres east of the current industrial park. By securing this parcel and several other parcels, the EDC readied itself for a large manufacturer. Project Amada will employ no less than 250 employees on approximately 160 acres.

For this board and future boards, being selected as the purchaser for 1,700 acres located at the Cornhusker Army Ammunition Plant land remains significant. We were given 75 days to finalize a purchase price with the Army Corps of Engineers. On the 73rd day all parties agreed on a price. The overall plan is to develop these acres into the Cornhusker Industrial Park. Grants have been written which will help in this endeavor. Presently the EDC has received a planning grant and has been assured of a \$2 million dollar infrastructure grant.

In April of 2008, with the hard work of the Grand Island Area Chamber of Commerce, former Mayor Ken Gnadt, and former Mayor Jay Vavricek, Grand Island was selected as the new home for the Nebraska State Fair. This is a once in a life time opportunity for this community to step forward and seize this long term economic boost.

Let's not forget our past commitments, but let's move forward in a professional and intellectual manner that puts us a step ahead and gives the public the confidence that indeed we are moving in the right direction.





# **City of Grand Island**

**Tuesday, April 14, 2009**

**Council Session**

## **Item E4**

**Public Hearing on Community Revitalization CDBG Assessment  
Grant Application**

**Staff Contact: Joni Kuzma**

# **Council Agenda Memo**

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

**Council Meeting:** April 14, 2009

**Subject:** Public Hearing on Community Revitalization Assessment  
Block Grant Application

**Item #:** E-4 & G-7

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

## **Background**

In 2005, the Nebraska Department of Economic Development (NDED) developed a program to utilize Community Development Block Grant (CDBG) funds in eight Nebraska municipalities with populations between 20,000 and 49,999. The program allocates grant funds over a multi-year period to meet locally identified needs that are CDBG eligible. The City received grant funds in 2005 for the initial assessment and revitalization strategy and was awarded subsequent funding of approximately \$260,000 per year in 2006, 2007 and 2008 to use for redevelopment projects in a specifically defined low-to moderate income neighborhood within city boundaries.

Eligible communities interested in the three year (2009-2011) Comprehensive Revitalization category must submit an application to the Nebraska Department of Economic Development (DED) by April 15, 2009. A public hearing is required prior to submission of an application to the Nebraska Department of Economic Development to solicit public comment and input into the proposed project and grant application. A legal notice was published in the April 4, 2009 Grand Island Independent with notice of this council meeting and contact information for written comments.

## **Discussion**

The City is one of the eight eligible communities and may update or revise the 2005 Comprehensive Needs Assessment and a Revitalization Strategy to submit for the next three years of funding. The Comprehensive Needs Assessment must review 13 low and moderate-income Block Groups and inventory all types and degree of housing and community development needs within each area. The Revitalization Strategy must identify a one, two and three year action plan to meet the needs of the low- to moderate-income neighborhood(s)

selected for investment. The Needs Assessment and Revitalization Strategy process must involve citizen participation, particularly LMI residents, in all development and implementation phases.

The City of Grand Island is requesting a Planning Grant for \$12,000.00, plus \$840.00 in General Administration. The City will provide the required 25% cash match of \$4,000 for a project total of \$16,840.00.

### **ALTERNATIVES**

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

1. Approve the 2009 Community Revitalization Needs Assessment and Strategy application and authorize the Mayor to sign all related documents
2. Refer the issue to a Committee.
3. Postpone the issue to a later date.

### **Recommendation**

City Administration recommends that Council approves the 2009 Community Revitalization Needs Assessment/Strategy application and authorizes the Mayor to sign all related documents.

### **Sample Motion**

Move to approve the 2009 Community Revitalization Needs Assessment/Strategy application and authorize the Mayor to sign all related documents

**Item 1: Neighborhood Needs Assessment**

The City of Grand Island will identify all areas of low and moderate-income concentrations of residents and inventory all types and degree of housing and community development needs within each qualifying Census block group. At this time there are 13 identified areas within the city limits that would be eligible for review based on LMI Census data. One of the 13 areas (Block Group 10) is in its third year as a Community Revitalization Neighborhood.

Population demographics and housing, infrastructure, public facility, homeless, planning, economic development, and public service needs will be reviewed and summarized for each of the 13 block groups. The Comprehensive Needs Assessment Summary Table, Appendix 2, will be used to record the data collected for each area. Information from the 2004 Grand Island Comprehensive Development Plan, the 2006 Homelessness and Homeless Housing Study, and the 2009 Affordable Housing Market Study will be incorporated into the Assessment as well as the Strategy.

Publicity and education techniques to invite public input and disseminate information about the needs assessment process and the CDBG program may include, but not be limited to, the following activities:

- Print and electronic media – paid advertising and press releases
- Posting information on Grand Island Educational Television
- Partnering with City Council representatives of individual neighborhoods in collaborative public meetings
- Presentations to community and civic groups
- Provide/collect information on the City of Grand Island website
- Utilize local Coalitions for input and distribution of information (Continuum of Care, Coalition for Children, Substance Abuse Prevention Coalition, Multicultural Coalition)
- Display materials at the Grand Island Public Library
- Meet with lenders, realtors, non-profit agencies, and other entities associated with housing
- Translate materials for distribution to the public, when necessary
- A direct mailing may be sent to residents living in the target area selected for revitalization to solicit prospective housing rehabilitation clients and determine rehabilitation needs

The Community Development Advisory Committee will provide ongoing input into the assessment process and planning product. This Mayor appointed 6-member committee meets the first Thursday of every month and acts in an advisory capacity to Community Development staff. Meetings are open to the public.

A variety of physical, social and economic information may be gathered and used in the assessment of existing block group conditions. Population demographics may include 1) income, 2) population by age, sex and race, 3) household size, 4) employment and economics, 5) homelessness, 6) education, and/or 7) poverty rates.

Housing characteristics may include 1) number, age, and quality of housing units, 2) housing occupancy, vacancy rates and tenure, 3) owner vs. rental housing, 4) gaps in housing, 5) costs by unit type, and/or 6) affordable housing.

Existing and future land use and zoning will be considered; historical properties identified; infrastructure inventoried by location and evaluated for capacity and condition; public facilities identified and needs determined; and degree of need for and progress in economic development measured.

Opportunities for residents to express attitudes and opinions will be provided through the media, government television, the internet, public meetings, and/or other methods.

**Proposed timeline for Comprehensive Needs Assessment and Revitalization Strategy:**

<b>Quarter</b>	<b>Activity</b>
April – June 2009	Submit application, meet special conditions, complete environmental review, solicit consultant or contract help
July – September 2009	<ol style="list-style-type: none"> <li>1. Research and collect data regarding each block group</li> <li>2. Solicit public input</li> <li>3. Collect infrastructure and zoning development data from City staff</li> <li>4. Integrate results of 2009 Affordable Housing Market Study and 2006 Homeless Housing Study into Assessment and Revitalization Strategy</li> <li>5. Complete three-year revitalization strategy for target area</li> </ol>
October – November 2009	<ol style="list-style-type: none"> <li>1. Compile Needs Assessment and Revitalization Strategy into a working document</li> <li>2. Solicit public input</li> <li>3. Submit Assessment and Strategy to Department on or before November 20, 2009</li> </ol>

**Item 2: Revitalization Strategy**

The proposed timeline for the Revitalization Strategy is a part of the above table. A target area or a combination of two areas will be selected based on the data collected for the 13 qualifying areas in the Comprehensive Needs Assessment, input from the public, the percent of LMI residents, and eligible projects that may be completed within the grant timeline. All criteria will be evaluated in prioritizing the area of greatest need.

The Revitalization Strategy will review both housing and infrastructure needs within the target area. For housing, the Strategy may include down payment assistance allocations for first time,

low income home buyers and/or rehabilitation of owner-occupied homes. For infrastructure, planned, potential, or pending projects of the Public Works, Utilities, and Planning Departments will be identified. Eligible projects that may be eligible will be considered for completion with Community Revitalization funds or earmarked as matching funds. Some of those projects may include replacement and repair of streets, electrical lines, water/storm sewer/sanitary sewer distribution lines, drainage improvements, and/or sidewalk installation or repair. Eligible public facility renovations may be considered if feasible.

Information collected and interest expressed from residents in the targeted area will be collected to help determine priority needs. Various methods of communication may be used to communicate with residents and may include the media, government television, the internet, and/or public meetings. If down payment assistance for first time homebuyers is selected as one of the potential grant projects, applicants may be solicited through the Board of Realtors, media, government television, and/or the internet.

### **Item 3: National Objective**

The target area and activities selected for the Revitalization Strategy will comply with the National Objective of benefit to low and moderate income persons on an area basis (LMA). The total population in the target area will be 51% or more low to moderate income and individual clients must meet income guidelines as set by HUD to qualify for the proposed housing programs.

## Part IV: Project Budget

Activity Code	Expenditure	CDBG Funds	Other Funds	Total Funds	Sources of other funds
<b>0630 Planning</b>		<b>\$12,000.00</b>	<b>\$4,000.00</b>	<b>\$16,000.00</b>	<b>City of Grand Island</b>
	Contract services	11,125.00	2,950.00	14,075.00	
	Postage (bulk rate	600.00	400.00	1,000.00	
	Legal Notices	75.00	0	75.00	
	Printing & Binding Services	0	250.00	250.00	
	Advertising	200.00	400.00	600.00	
	Total	12,000.00	4,000.00	16,000.00	
<b>0181 General Administration</b>		<b>\$ 840.00</b>		<b>\$840.00</b>	
	Staff salary and benefits for project management, reporting, and grant oversight				
<b>Total program costs</b>		<b>\$12,840.00</b>	<b>\$4,000.00</b>	<b>\$16,840.00</b>	



# **City of Grand Island**

**Tuesday, April 14, 2009**

**Council Session**

## **Item E5**

**Public Hearing Concerning Acquisition of Utility Easement -  
South Side of Trust Street - North Road to Good Samaritan Place -  
Chief Industries**

**Staff Contact: Gary R. Mader**



# **Council Agenda Memo**

**From:** Robert H. Smith, Asst. Utilities Director

**Meeting:** April 14, 2009

**Subject:** Acquisition of Utility Easement – South Side of Trust Street – North Road to Good Samaritan Place – Chief Industries

**Item #'s:** E-5 & G-8

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

## **Background**

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Chief Industries located on the south side of Trust Street, from North Road to Good Samaritan Place, 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 conduit and three phase primary cable along the south side of Trust Street. This three phase line will provide a second feed and backup to the system currently being installed throughout Good Samaritan Subdivision. This will allow de-energizing a single transformer without taking all out of service.

## **Alternatives**

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

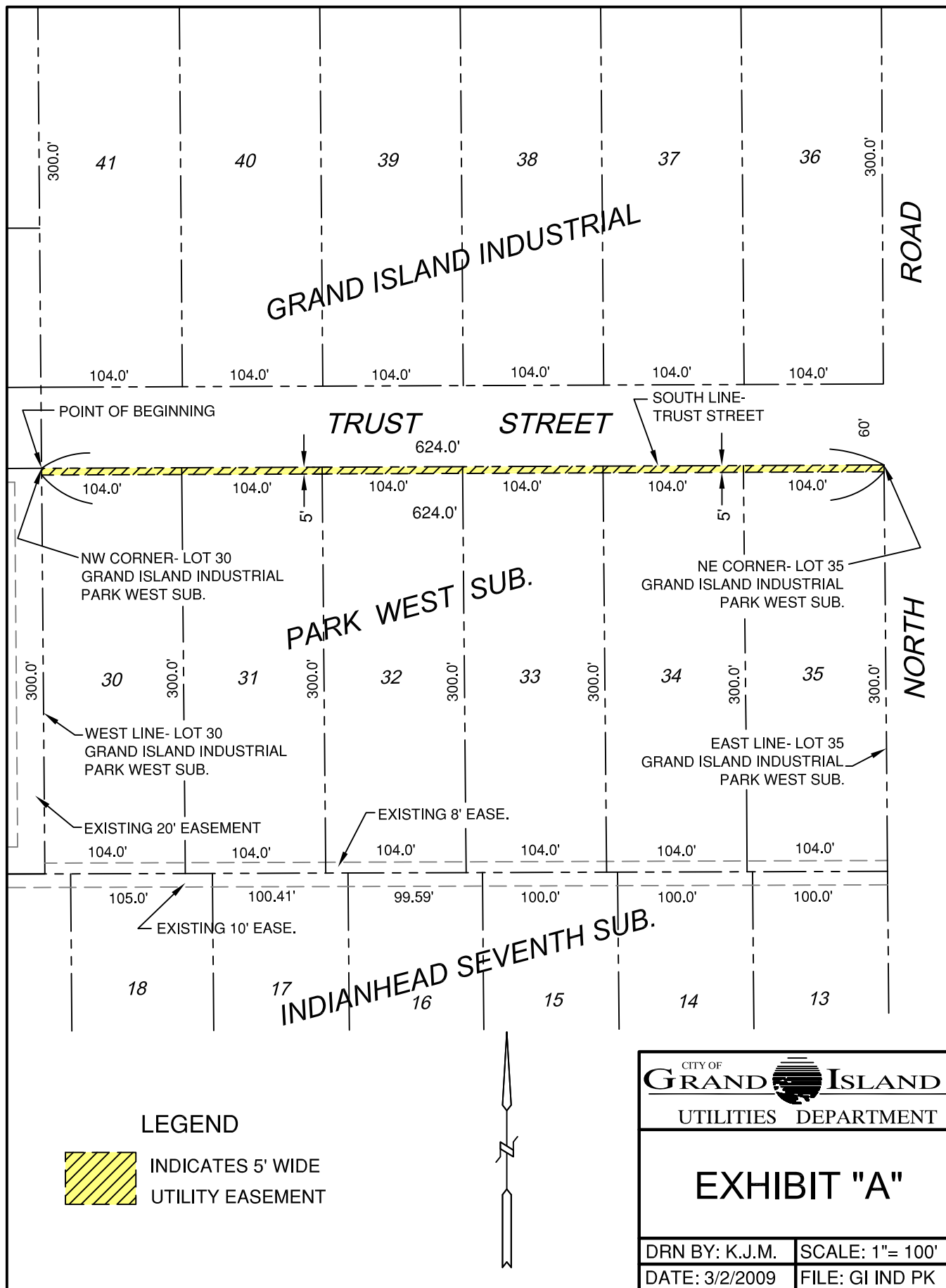
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **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, April 14, 2009**

**Council Session**

## **Item E6**

**Public Hearing on Application for Edward Byrne Memorial  
Justice Assistance Grant (JAG) 2009**

Staff Contact: Steve Lamken

# **Council Agenda Memo**

**From:** Chief Steven Lamken, Police Department

**Meeting:** April 14, 2009

**Subject:** Edward Byrne Memorial Justice Assistance Grant (JAG) 2009

**Item #'s:** E-6 & G-16

**Presenter(s):** Steve Lamken, Chief of Police

## **Background**

The Grand Island Police Department and Hall County Sheriff's Department are eligible to receive Justice Assistance Grant money from the U.S. Department of Justice in 2009. The total award for Grand Island is in the amount of \$113,218 and may be spent over a four year period. The Grand Island Police Department will serve as the fiscal agency on this grant. The Hall County Sheriff's Department will be a disparate agency and will receive twenty five percent of the award totals, \$28,304.50, with the remaining seventy five percent, \$84,913.50 to the City of Grand Island.

## **Discussion**

There is a federal mandate that requires a public hearing regarding the application process and disbursement of the JAG funds.

\$84,913.50 from the grant funds awarded to the Grand Island Police Department is tentatively allocated to purchase equipment to improve police communication and reporting processes; to include automated reporting equipment, police radios, and mobile data equipment for patrol vehicles.

\$28,304.50 from the grant funds awarded to the Hall County Sheriff's Department, a named disparate agency, is tentatively allocated to purchase equipment that includes rifles, handguns, and taser equipment.

## **Alternatives**

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

1. Approve the application and suggested disbursement of JAG funds.
2. Reject the application and use of JAG funds
3. Send to committee for further discussion.
4. Table for more discussion.
5. Take no action.

## **Recommendation**

City Administration recommends that the Council approve the application and suggested disbursement as presented.

## **Sample Motion**

Move to approve the application and suggested disbursement of Justice Assistance Grant funding.

GMS APPLICATION NUMBER 2009-F4546-NE-SB  
FUNDING OPPORTUNITY NUMBER: BJA-2009-2101

THE STATE OF NEBRASKA

COUNTY OF HALL

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF GRAND ISLAND, NEBRASKA  
AND COUNTY OF HALL, NEBRASKA

2009 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This agreement is made and entered into this \_\_\_\_\_ day of April, 2009, by and between The County of Hall, acting by and through its governing body, The Hall County Board of Supervisors, hereinafter referred to as COUNTY, and the CITY of Grand Island, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Hall County, State of Nebraska, witnesseth:

**WHEREAS**, the City and County may apply for a direct award from the Justice Assistance Grant Program of \$113,218 and the City shall act as fiscal agent for this award and file the joint application on behalf of the City and County: and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

**WHEREAS**, each governing body finds that the performance of this agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

**WHEREAS**, the CITY agrees to provide the COUNTY \$28,304.50 from the \$113,218 JAG award: and

**WHEREAS**, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

**NOW THEREFORE, the COUNTY and City agree as follows:**

**Section 1.**

CITY agrees to pay COUNTY a total of \$28,304.50 of JAG funds.

GMS APPLICATION NUMBER 2009-F4546-NE-SB

**Section 2.**

COUNTY agrees to use the \$28,304.50 JAG funds by 9-30-2013.

**Section 3.**

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

CITY OF GRAND ISLAND, NEBRASKA

COUNTY OF HALL, NEBRASKA

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Board Chairperson

ATTEST:

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

\_\_\_\_\_  
County Clerk





# **City of Grand Island**

**Tuesday, April 14, 2009**

**Council Session**

## **Item E7**

**Public Hearing on Acquisition of Lease Agreement with the State  
of Nebraska for Property Located South of Eagle Scout Lake,  
West of Broadwell Avenue and North of Highway 2**

**Staff Contact: Jeff Pederson**

# **Council Agenda Memo**

**From:** Jeff Pederson, City Administrator

**Meeting:** April 14, 2009

**Subject:** Lease with Nebraska Department of Administrative Services for 78.39 Acres of Land South of Eagle Scout Lake, East of Broadwell and North of HW-2

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

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

## **Background**

In October of 2008, a new site design plan for the operation of the Nebraska State Fair at Fonner Park revealed the fact that facilities currently in place for softball and soccer activities would be displaced due to the need for vehicle parking. Fonner Park has heretofore granted use of land on it's site to the City of Grand Island for the construction and operation of softball facilities, and to the Grand Island Soccer club for soccer facilities.

It became immediately recognized that the likely loss of these facilities at Fonner Park would create a significant void for the hundreds of residents who recreate upon the two sets of facilities. With the assistance and involvement of State of Nebraska Officials and the Nebraska State Fair Board, the City engaged in a process of re-stating to the State of Nebraska an on-going interest in acquiring land associated with the Nebraska Veterans Home for potential use for development of recreational facilities.

For several weeks, the City has been in negotiations with the State of Nebraska Department of Administrative Services to acquire an interest in a parcel of land directly south of Eagle Scout Lake for development of athletic facilities that are expected to be displaced when the Nebraska State Fair re-locates to Fonner Park. The DAS conducted the necessary process to survey and appraise the land as a requisite to conveying ownership or lease of the property to the City. Purchase of the property was discussed as an option to a Lease, however that was deemed to be inadvisable at this time. Negotiations are now complete, and before the City Council is a 99-year lease for 78.39 acres of land for a nominal sum of \$1 per year, with a potential change in terms should the Nebraska Fair not locate in Grand Island prior to January 1, 2015.

## **Discussion**

This Lease allows planning to proceed for development of a project to replace facilities that will be displaced by the State Fair, as well to develop concepts for future development and utilization of remaining space in the acreage under Lease. It is important to note that this lease is not conditional upon the location of the State Fair in Grand Island, however lease terms may change should that not occur prior to 2015.

The Parks and Recreation Department has prepared a preliminary cost estimate of \$1.5 for a project to replace softball and soccer facilities attributable to the State Fair move to Grand Island. This City is in discussions with the State Fair Board about a partnership in the project funding. Should this project be authorized by the City Council at a later date, the Parks and Recreation Department will undertake a process to identify other potential resources that could be utilized for project design, funding, construction, etc.

## **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**

Approve the Lease Agreement between the City and the Department of Administrative Services, State building Division, for the period of May 1, 2009-April 30, 2108.

## **Sample Motion**

A Resolution authorizing the Agreement is attached for formal action to approve the Agreement and authorize execution.

**STATE OF NEBRASKA  
ADMINISTRATIVE SERVICES  
STATE BUILDING DIVISION  
LEASE AGREEMENT**

This Lease is by and between Administrative Services, State Building Division, an agency of the State of Nebraska, hereinafter known as "Lessor", and the City of Grand Island, a Nebraska Political Subdivision, hereinafter known as "Lessee".

1. **Land.** Lessor hereby leases, subject to the terms, covenants and conditions set forth in this Lease, to the Lessee, the Land as generally described below (hereinafter "Demised Land"), which consists of 78.39 acres of land shown on the map attached hereto as Exhibit A, which is hereby incorporated into this Lease. Lessor warrants and represents that it is the owner of the Demised Land. The Demised Land is described as follows:

A TRACT OF LAND LOCATED IN PART OF THE EAST HALF (E1/2) OF SECTION FIVE (5), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER (E1/4) CORNER OF SECTION 5-T11N-R9W; THENCE ON AN ASSUMED BEARING OF N88°50'06"W UPON THE SOUTH LINE OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 5 A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY (ROW) LINE OF BROADWELL AVENUE; THENCE S00°51'43"W UPON AND ALONG SAID WESTERLY ROW LINE A DISTANCE OF 179.46 FEET; THENCE N88°10'08"W A DISTANCE OF 254.75 FEET; THENCE S29°09'23"W A DISTANCE OF 250.49 FEET; THENCE N88°50'06"W PARALLEL WITH SAID SOUTH LINE OF NE1/4 A DISTANCE OF 1,748.67 FEET; THENCE N00°37'43"E A DISTANCE OF 397.71 FEET TO SAID SOUTH LINE OF THE NE1/4; THENCE N00°37'43"E A DISTANCE OF 1,233.17 FEET; THENCE S88°25'59"E A DISTANCE OF 69.05 FEET; THENCE N00°43'20"E A DISTANCE OF 59.94 FEET; THENCE S88°21'19"E A DISTANCE OF 259.64 FEET; THENCE S88°20'18"E A DISTANCE OF 498.58 FEET; THENCE S88°24'58"E A DISTANCE OF 1,150.41 FEET TO A POINT BEING ON SAID WESTERLY ROW LINE OF BROADWELL AVENUE, SAID POINT ALSO BEGIN THE WESTERLY LINE OF NEBRASKA STATE ROW DESCRIBED IN STATE OF NEBRASKA DEPARTMENT OF ROADS DOCUMENT NO. 93-104239, RECORDED MAY 26, 1993, REGISTER OF DEEDS, HALL COUNTY, NEBRASKA; THENCE S11°16'37"E UPON AND ALONG SAID WESTERLY ROW LINES OF BROADWELL AVENUE AND STATE DEED A DISTANCE OF 212.80 FEET; THENCE S00°38'41"E UPON AND ALONG SAID WESTERLY ROW LINES A DISTANCE OF 489.24 FEET; THENCE S20°27'26"E UPON AND ALONG SAID WESTERLY ROW LINES A DISTANCE OF 243.20 FEET; THENCE S00°00'05"E UPON AND ALONG SAID WESTERLY ROW LINES A DISTANCE OF 354.81 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 3,414,493.776 SQUARE FEET OR 78.39 ACRES MORE OR LESS.

The parties recognize there is an abandoned well within the Demised Land. During the term of the lease Lessee shall be responsible for appropriate security and safety related to the abandoned well.

2. **Term and Termination.**

- 2.1. The term of this Lease shall be for a period of 99 years, commencing on \_\_\_\_\_, 2009 (hereinafter the "Commencement Date") and ending on \_\_\_\_\_, 2108 (hereinafter the "Expiration Date") unless sooner terminated as hereinafter provided. This Lease shall in no case become effective until all required signatures have been obtained. If Lessee occupies said

Demised Land prior to the Commencement Date, rental will commence at time of said occupancy. Regardless of any change in the Commencement Date due to early occupancy by Lessee, the Expiration Date shall remain fixed as stated above.

- 2.2. It is agreed that if the Lessor and the Lessee shall have fully complied with all the terms of this lease, the Lessee at the expiration of the original term of the Lease shall have the right to extend this Lease for a period of up to 20 years. The extension shall be on the same terms and conditions as those set forth for the original term in this lease. The Lessee shall notify Lessor in writing of its intent to exercise such right within One year of the end of the original Lease.
- 2.3. If for any reason Lessor cannot deliver possession of the Demised Land to Lessee by the Commencement Date, Lessee shall not, except as otherwise provided herein, be obligated to perform any other obligation of Lessee under the terms of this Lease until Lessor delivers possession of the Demised Land to Lessee. If Lessor does not deliver possession of the Demised Land on the Commencement Date, the term of the Lease shall commence on the date Lessee takes possession of the Demised Land for the purpose described herein and the term of the lease, identified above, shall begin running from the possession date. If possession of the Demised Land is not delivered to Lessee within 60 days after the Commencement Date and such delay is not due to Lessee's acts, failure to act or omissions, Lessee may by notice in writing to Lessor within 10 days after the end of said 60 day period cancel this Lease and the parties shall be discharged from all obligations hereunder.
- 2.4. If Lessee, with or without Lessor's consent, remains in possession of the Demised Land or any part thereof after the expiration of the term or executed options hereof, such occupancy shall be a tenancy from month-to-month upon all the provisions of this Lease.
- 2.5. The Demised Land shall be used for the sole purpose of providing recreational ball fields and other such recreational outdoor events. If Lessee fails to use the Demised Land for such purposes or fails to show substantial effort toward effectuating such use by December 31, 2010, the Lease shall terminate on January 1, 2011 and the parties shall be discharged from all obligations hereunder. If Lessee at any time thereafter discontinues use of the Demised Land for such purposes, Lessor may, by serving 30 days notice upon Lessee, terminate the Lease.
- 2.6. The Lessor and Lessee may terminate the lease by mutual written consent.
- 2.7. The Lessor may terminate the lease if directed to do so by statute.

### **3. Rent.**

The State of Nebraska recognizes the importance of recreational facilities to the well being of the citizens of Nebraska. The State further recognizes the need to facilitate development of new recreational facilities as a result of the implementation of LB 1116 (2008) related to the move of the Nebraska State Fair from Lincoln, Nebraska to Grand Island, Nebraska. In recognition thereof, the State agrees to lease the Demised Premises to the Lessee for \$1.00 per year, payable on January 1 of each year beginning January 1, 2010 for the term of this lease. Notwithstanding the forgoing, should the Nebraska State Fair remain in Lincoln Nebraska or be relocated to a City other than Grand Island, the parties agree to negotiate a revised rental rate in good faith for the lease term beginning January 1, 2015. Under no circumstance shall the rental rate, if revised under this agreement, exceed the lost farm rental payments Lessor would have received had it not leased the land to the Lessee. At the time of signing this agreement, the value of the lost rental is \$158.00 per acre or \$12,385.62 per year for the Demised Land.

4. **Notices.** All notices herein provided to be given, or which may be given, by Lessor or Lessee to the others, shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, and addressed as follows:

To the Lessor at: State of Nebraska  
AS – State Building Division  
P.O. Box 98940  
Lincoln, Nebraska 68509-8940

To the Lessee at: City of Grand Island  
P.O. Box 1968  
Grand Island, Nebraska 68802-1968

**5. Assignment and Subletting.**

Lessee shall not assign this Lease without the written consent of the Lessor, which shall not be unreasonably withheld. Any occupant, assignee, or sub-lessee must agree to abide by all of the terms and provisions of this Lease. Lessor shall not assign this Lease without the written consent of Lessee, which shall not be unreasonably withheld. Any successor in interest of the Lessor shall abide by all of the terms and provisions of this Lease. Nothing in this Section shall be construed to limit the ability of the Lessee to enter into agreements and to impose and collect fees from facilities users for use or maintenance of the leased property and for such related facilities as the Lessee intends and may construct upon the leased property.

- 6. Disposition of Property.** Upon termination of this lease or any extension thereof, the Demised Land shall remain the property of the Lessor. Any buildings or appurtenances the Lessee may have constructed or installed shall remain the property of the Lessee. Lessor may purchase the Lessee's interest in such buildings or appurtenances for the Fair Market Value of the same. "Fair Market Value" shall mean the value of such interest, as determined by agreement of the parties or by a board of three independent licensed appraisers chosen jointly by the parties. The Lessee's interest may be purchased as determined by state or federal law or by agreement of the parties. If Lessor elects not to purchase the buildings or appurtenances, Lessee will remove all buildings and appurtenances at Lessee's cost. Each party shall retain ownership of all personal property placed or installed on the Demised Land. Lessee shall remove all of its personal property from the Demised Land within one hundred and twenty (120) days of the termination, unless the parties otherwise agree to extend such time.

- 7. Compliance With Law.** Lessor and Lessee shall, at their respective expense, comply with all applicable statutes, charters, laws, ordinances, building and maintenance codes, rules, regulations, requirements and orders of duly constituted public authorities now or hereafter in any manner affecting the Demised Land, or the use thereof, or the sidewalks, alleys, streets, and ways adjacent thereto, whether or not any such statutes, charters, laws, ordinances, rules, regulations, requirements, or orders which may be hereinafter enacted involve a change of policy on the part of the governmental body enacting the same.

- 8. Amendments and Binding Effect.** This Lease may not be amended except by an instrument in writing signed by Lessor, Lessee and the Tenant Agency. No provision of this Lease shall be deemed to have been waived by either party unless such waiver is in writing signed by the applicable party and no custom or practice which may evolve between the parties in the administration in the terms hereof shall waive or diminish the right of either party to insist on the performance of the other party in strict accordance with the terms hereof.

- 9. Severability.** If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.

**10. Entire Agreement.** This Lease constitutes the entire agreement between Lessor and Lessee regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, no representations, warranties or agreements have been made by Lessor or Lessee to the other with respect to this Lease or the obligations of Lessor or Lessee in connection therewith. The normal rule of construction that any ambiguities be resolved against the drafting party shall not apply to the interpretation of this Lease or any exhibits or amendments hereto.

**11. Indemnification.** Nothing in this lease shall be construed as an indemnification by Lessor or Lessee of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of and during the performance of this lease. Any liabilities or claims for property loss or damage or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during the performance of this lease shall be determined according to applicable law including but not limited to the Political Subdivision and State Tort Claims Acts.

## APPROVAL

**Lessor**

\_\_\_\_\_  
Director, Administrative Services

\_\_\_\_\_  
Date

SUBSCRIBED AND SWORN TO before me this \_\_\_\_ day of April, 2009.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Administrator, AS – State Building Division

\_\_\_\_\_  
Date

SUBSCRIBED AND SWORN TO before me this \_\_\_\_ day of April, 2009.

\_\_\_\_\_  
Notary Public

**Lessee**

\_\_\_\_\_  
Authorized Representative, City of Grand Island

\_\_\_\_\_  
Date

SUBSCRIBED AND SWORN TO before me this \_\_\_\_ day of April, 2009.

\_\_\_\_\_  
Notary Public





# **City of Grand Island**

**Tuesday, April 14, 2009**

**Council Session**

## **Item G1**

**Receipt of Official Document - Tort Claim Filed by Motor Car Engineering**

**Staff Contact: Dale Shotkoski**

# **Council Agenda Memo**

**From:** Dale Shotkoski, City Attorney

**Meeting:** April 14, 2009

**Subject:** Receipt of Official Document – Tort Claim filed by Motor Car Engineering

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

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

## **Background**

The City of Grand Island has received a Notice of Tort Claim from Attorney Mark T. Porto on behalf of Motor Car Engineering, alleging certain claims in connection with an accident involving Jeffrey Warren a City of Grand Island employee which occurred on September 8, 2008.

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

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

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

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

### **Discussion**

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

### **Recommendation**

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

### **Sample Motion**

Move to approve acknowledgement of the Tort Claim filed by Attorney Mark T. Porto on behalf of Motor Car Engineering.

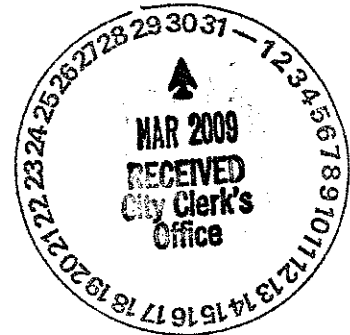
James I. Shamberg (Retired)  
John A. Wolf  
John B. McDermott  
Ronald S. Depué  
Mark T. Porto

SHAMBERG, WOLF,  
McDERMOTT & DEPUÉ

Since 1885  
ATTORNEYS AT LAW

308 North Locust Street, Suite 501  
P.O. Box 460  
Grand Island, NE 68802-0460  
308/384-1635  
Fax 308/384-1759

March 27, 2009



RaNae Edwards  
Grand Island City Clerk  
PO Box 1968  
Grand Island, NE 68802

Dear Ms. Edwards:

Please let this letter serve as a formal demand under the Political Subdivisions Tort Claim Act, Neb. Rev. Stat. §13-905 for compensation in the amount of \$3,000.00 to Motor Car Engineering on account of negligence of a city employee acting during the scope of his employment on September 8, 2008.

Specifically, this demand concerns a motor vehicle accident between an employee of my client and Mr. Jeffrey Warren, an employee of the City of Grand Island, acting in the scope of his employment, on or about September 8, 2008, caused by negligence on the part of Mr. Warren.

Again, this letter is served upon you in accordance with Neb. Rev. Stat. §13-905.

Sincerely yours,

SHAMBERG, WOLF, McDERMOTT & DEPUÉ

Mark T. Porto  
Attorney for claimant, Motor Car  
Engineering

MTP/gs

cc: Mayor  
Admin.  
Legal  
Utilities

3-30-09



# **City of Grand Island**

**Tuesday, April 14, 2009**

**Council Session**

## **Item G2**

**Receipt of Official Documents - Pawnbroker's Official Bonds for  
Bronx Pawn, G.I. Loan Shop, and Wayne's Pawn Shop**

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** April 14, 2009

**Subject:** Approving Renewal of Pawnbroker Official Bond

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

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

## **Background**

Chapter 25 of the Grand Island City Code requires that all persons who shall engage in the business of pawnbroker are required to make application to the Mayor and City Council. Along with the application and fee, a bond is required which is to be approved by the Mayor and City Council. Each license expires on April 30th of each year and must be renewed prior to that date.

## **Discussion**

Bronx Pawn, 386 North Pine Street; G.I. Loan Shop, 1004 West Second Street; and Wayne's Pawn Shop, 203 West Third Street have submitted their application, fee, and bond for renewal of their pawnbroker's license. (See attached)

## **Alternatives**

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

1. Move to approve the renewals
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 application and bond for renewal of pawnbroker's license.

## **Sample Motion**

Move to approve the renewal applications and bonds for Bronx Pawn, G.I. Loan Shop, and Wayne's Pawn Shop.



### Pawnbroker's License Application

Business Owner Name: ROXY CLARK

Business Owner Address: 386 N. PINE

Business Manager Name: SAME

Business Manager Address: SAME

Business Street Address: 386 N. PINE

Location of storage of goods if kept at location other than business location:

FENCED LOCATION 3RD + E ROADS - MERRICK COUNTY  
IF NEEDED FOR CAR TRAILERS ETC.

List all criminal convictions (except minor traffic infractions) of owner, manager, or all officers and shareholders (if applicant is a corporation):

Offense	Location of Court	Conviction Date
<u>NONE</u>	<u>NONE</u>	<u>NONE</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

If additional space is required, continue on back of the application.

#### Additional Documents Required:

1. All applicants must include bond to the City of Grand Island in the sum of \$5,000 with the application.
2. All corporate applicants must attach a copy of Articles of Incorporation and list of officers/shareholders.

All licenses expire on April 30<sup>th</sup> of each year. The City of Grand Island requires payment of an occupation tax in the amount of \$75.00 when the license is issued as well as a license fee in the amount of \$75.00.

**All licenses are subject to approval and issuance by the City Council. Be sure you are familiar with the City Code and State Statutes pertaining to pawnbrokers.**



# Allied Insurance

a Nationwide® company  
On Your Side™

Roxy Clark dba Bronx Pawn  
386 N. Pine St.  
Grand Island, NE 68801

RE: All Purpose License and Permit  
Bond Number 7900313016

Thank you for your payment. Enclosed is the renewal certificate for your bond. Please forward this certificate to License and Permit to continue your bond coverage.

If you no longer need this bond, please return it to us for cancellation. If you have any questions, contact us at 866-387-0457.

Sincerely,

Allied Insurance, a member of Nationwide Insurance  
Bond Department  
1100 Locust Street, Dept. 2006  
Des Moines, IA 50391-2006  
FAX: 515-508-4102

Agency: INSUR, INC.  
Address: PO BOX 5884  
GRAND ISLAND, NE 68802-5884





Nationwide Mutual Insurance Company  
Bond Department  
1100 Locust, Department 2006  
Des Moines, IA 50391-2006

## Bond Continuation Certificate

Nationwide Mutual Insurance Company, hereinafter called Company, in consideration of an Agreed Premium hereby continues in force Bond Number 7900313016

Bond Description Pawn Broker

in the sum of \$ 5,000.00

on behalf of Roxy Clark dba Bronx Pawn

386 N. Pine St.

Grand Island, NE 68801

in favor of City of Grand Island

for the extended term beginning 12:00:00 a.m. January 10, 2009


and ending 11:59:59 p.m. January 9, 2010

subject to all terms, conditions and limitations contained in the original bond.

This continuation certificate is executed upon the express condition that the Company's liability under the bond and all continuation certificates issued shall not be cumulative and shall in no event exceed in the aggregate the largest single amount stated on the original bond, any rider attached thereto, of any continuation certificate.

SIGNED, SEALED AND DATED 1 / 10 / 2009

NATIONWIDE MUTUAL INSURANCE COMPANY

By: 



Stephen S. Rasmussen, President



## Pawnbroker's License Application

Business Owner Name: Darb R Beazley

Business Owner Address: 1810 Hwy 58 Dannebrog Ne 68831

Business Manager Name: Patricia Beazley

Business Manager Address: 1810 Hwy 58 Dannebrog Ne 68831

Business Street Address: 1004 W 2<sup>nd</sup> Grand Island

Location of storage of goods if kept at location other than business location:

—

List all criminal convictions (except minor traffic infractions) of owner, manager, or all officers and shareholders (if applicant is a corporation):

Offense	Location of Court	Conviction Date
—		

If additional space is required, continue on back of the application.

### Additional Documents Required:

1. All applicants must include bond to the City of Grand Island in the sum of \$5,000 with the application.
2. All corporate applicants must attach a copy of Articles of Incorporation and list of officers/shareholders.

All licenses expire on April 30<sup>th</sup> of each year. The City of Grand Island requires payment of an occupation tax in the amount of \$75.00 when the license is issued as well as a license fee in the amount of \$75.00.

**All licenses are subject to approval and issuance by the City Council. Be sure you are familiar with the City Code and State Statutes pertaining to pawnbrokers.**



OLD REPUBLIC SURETY COMPANY  
P O BOX 1976  
DES MOINES, IA 50305

JAN 26 2009

CONTINUATION CERTIFICATE

BOND NUMBER	BOND DESCRIPTION	BOND AMOUNT	EFFECTIVE DATE	EXPIRATION DATE
RLI- 557589	PAWNBROKER	5,000	5/01/2009	5/01/2010

PRINCIPAL

BEAZLEY, DARLO R.  
G.I. LOAN SHOP  
1004 W 2ND  
GRAND ISLAND, NE 68801

OBLIGEE

CITY OF GRAND ISLAND  
2ND & PINE  
GRAND ISLAND, NE 68801

THIS BOND CONTINUES IN FORCE TO THE ABOVE EXPIRATION DATE CONDITIONED AND PROVIDED THAT THE LOSSES OR RECOVERIES ON IT AND ANY AND ALL ENDORSEMENTS SHALL NEVER EXCEED THE PENALTY SET FORTH IN THE BOND AND WHETHER THE LOSSES OR RECOVERIES ARE WITHIN THE FIRST AND/OR SUBSEQUENT OR WITHIN ANY EXTENSION OR RENEWAL PERIOD, PRESENT, PAST OR FUTURE. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

SIGNED AND DATED THIS ELEVENTH DAY OF JANUARY, 2009

40-7749  
GARY THOMPSON AGENCY, INC.  
P O BOX 759  
GRAND ISLAND, NE 68802



OLD REPUBLIC SURETY COMPANY  
SURETY

By

*Phyllis M Johnson*  
ASSISTANT SECRETARY



## Pawnbroker's License Application

Business Owner Name: GARY MAY ARTHUR MAY

Business Owner Address: 513 E DEPOT DANNEBROG, NE. 68831 2208 N PARK. GRAND ISLAND NE. 68800.

Business Manager Name: GARY MAY

Business Manager Address: 513 E DEPOT, DANNEBROG, NE. 68831

Business Street Address: 203 WEST 3RD GRAND ISLAND, NE, 68801

Location of storage of goods if kept at location other than business location:

List all criminal convictions (except minor traffic infractions) of owner, manager, or all officers and shareholders (if applicant is a corporation):

Offense	Location of Court	Conviction Date
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

If additional space is required, continue on back of the application.

### Additional Documents Required:

1. All applicants must include bond to the City of Grand Island in the sum of \$5,000 with the application.
2. All corporate applicants must attach a copy of Articles of Incorporation and list of officers/shareholders.

All licenses expire on April 30<sup>th</sup> of each year. The City of Grand Island requires payment of an occupation tax in the amount of \$75.00 when the license is issued as well as a license fee in the amount of \$75.00.

**All licenses are subject to approval and issuance by the City Council. Be sure you are familiar with the City Code and State Statutes pertaining to pawnbrokers.**

Pawnbrokers



RLI Insurance Company  
P.O. Box 3967 Peoria IL 61612-3967  
Phone: (309)692-1000 Fax: (309)683-1610

## LICENSE AND PERMIT BOND

Bond No. LSM0089532

KNOW ALL MEN BY THESE PRESENTS:

That we, Wayne's Inc  
203 W 3rd Street  
Grand Island, NE 68801

as Principal, and the RLI Insurance Company, a corporation duly licensed to do business in the state of Nebraska, as Surety, are held and firmly bound unto the City of Grand Island, State of Nebraska, Oblige, in the penal sum of Five Thousand and 00/100 (\$ 5,000.00) DOLLARS, lawful money of the United States, to be paid to the said Oblige, for which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said Principal has been licensed as a(n) Pawn Broker by the Oblige.

NOW, THEREFORE, if the said Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all Amendments thereto, pertaining to the license or permit applied for, then this obligation to be void, otherwise to remain in full force and effect for a period commencing on the 19th day of December, 2008, and ending on the 19th day of December, 2009.

This bond may be terminated at any time by the Surety upon sending written notice to the clerk of the Political Subdivision with whom this bond is filed and to the Principal, addressed to them at their first known address, and at the expiration of thirty (30) days from the mailing of said notice, or as soon thereafter as permitted by applicable law, whichever is later, this bond shall terminate and the Surety shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said date.

Dated this 17th day of December, 2008.

Gary May  
Principal  
(Individual, Partner or Corporate Officer)  
Gary May Owner



RLI Insurance Company

By [Signature]



RLI Insurance Company  
P.O. Box 3967 Peoria IL 61612-3967  
Phone: (309)692-1000 Fax: (309)683-1610

## POWER OF ATTORNEY

RLI Insurance Company

Bond No. LSM0089532

### Know All Men by These Presents:

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Roy C. Die in the City of Peoria, State of Illinois, as Vice President, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed One Million and 00/100 Dollars (\$ 1,000,000.00) for any single obligation, and specifically for the following described bond.

Principal: Wayne's Inc

Obligee: City of Grand Island

(Valid only when a County, City, Town or Village is named as Obligee)

Type Bond: Pawn Broker

Bond Amount: \$ 5,000.00

Effective Date: December 19, 2008

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 17th day of December, 2008.

ATTEST:

Cynthia S. Dohm  
Cynthia S. Dohm Assistant Secretary



RLI Insurance Company

Roy C. Die  
Roy C. Die Vice President

On this 17th day of December, 2008 before me, a Notary Public, personally appeared Roy C. Die and Cynthia S. Dohm, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler  
Jacqueline M. Bockler Notary Public





# **City of Grand Island**

**Tuesday, April 14, 2009**

**Council Session**

## **Item G3**

**Approving Minutes of March 24, 2009 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

March 24, 2009

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 March 24, 2009. Notice of the meeting was given in *The Grand Island Independent* on March 18, 2009.

Mayor Hornady called the meeting to order at 7:00 p.m. The following City Council members were present: Councilmember's Meyer, Niemann, Haase, Carney, Dugan, Ramsey, Zapata, and Gericke. Councilmember Gilbert and Nickerson were 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 Mayor Hornady followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Hornady introduced Community Youth Council members Paige Liess, Andres Gamboa, and Ava Mackey.

PRESENTATIONS AND PROCLAMATIONS:

Proclamation 'Parkinson's Disease Awareness Month' April, 2009. Mayor Hornady proclaimed the month of April, 2009 as 'Parkinson's Disease Awareness Month'. Connie Van Wie and several members of the local Parkinson's Group were present to receive the proclamation.

BOARD OF EQUALIZATION: Motion by Meyer, second by Ramsey, to adjourn to the Board of Equalization. Carried unanimously

#2009-BE-1 – Consideration of Determining Benefits for Water Main District 453T – Central Nebraska Regional Airport and Grand Island Army Aviation Support Facility. Gary Mader, Utilities Department Director reported that City water infrastructure was extended to support the development of the new Grand Island Army Aviation Support Facility. The project had been completed and the Airport Authority agreed to pay a portion of the project's cost as a connection fee in the amount of \$103,145.61 with the remaining \$240,673.08 directed to properties within the district as "tap" fees.

Motion by Meyer, second by Gericke to approve Resolution #2009-BE-1. Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Meyer, second by Gericke to return to Regular Session. Carried unanimously

PUBLIC HEARINGS:

Public Hearing on Request from Balz, Inc. dba Balz Sports Bar, 3421 West State Street for Catering Designation to Class "C-39140" Liquor License. RaNae Edwards, City Clerk reported that an application for a Catering Designation to Class "C-39140" Liquor License had been



received from Balz, Inc. dba Balz Sports Bar, 3421 West State Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on February 27, 2009; notice to the general public of date, time, and place of hearing published on March 14, 2009; notice to the applicant of date, time, and place of hearing mailed on February 27, 2009; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. No public testimony was heard.

Public Hearing on Request from Balz Banquet and Reception Hall, Inc. dba Balz Banquet and Reception Hall, 211 North Sycamore Street for an Addition to Class "C-82906" Liquor License. RaNae Edwards, City Clerk reported that an application for a Beer Garden had been received from Balz Banquet and Reception Hall, Inc. dba Balz Banquet and Reception Hall, 211 North Sycamore Street for a 42' x 50' addition to the southeast side of the existing building to their Class "C-82906" liquor License. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on February 27, 2009; notice to the general public of date, time, and place of hearing published on March 14, 2009; notice to the applicant of date, time, and place of hearing mailed on February 27, 2009; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. No public testimony was heard.

Public Hearing on Changes to the Grand Island City Code Section 36. Chad Nabity, Regional Planning Director reported that amendments to be considered pertained to a definition of Recreational Vehicle Pad and Wind Energy Systems. No public testimony was heard.

Public Hearing Concerning Change of Zoning for Land Located in SE1/4, NE1/4 Section 25-11-10 from TA Transitional Agricultural to M1 Light Manufacturing. Chad Nabity, Regional Planning Director reported that a request had been received to consider rezoning approximately 32 acres of land west of Highway 281 and south of Stolley park Road owned by Case New Holland. No public testimony was heard.

Public Hearing Concerning Change of Zoning for Land Located at 4155 East U.S. Highway 30 from B2 General Business to M2 Heavy Manufacturing. Chad Nabity, Regional Planning Director reported that a request had been received to consider rezoning approximately 14.685 acres of land located at 4155 East U.S. Highway 30 to permit Aurora Cooperative the ability to move operations from their Lincoln Avenue location to the outskirts of town. No public testimony was heard.

#### ORDINANCES:

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

#9208 – Consideration of Changes to the Grand Island City Code Chapter 36 Relative to the Definition of Recreational Vehicle Pad

#9209 – Consideration of Changes to the Grand Island City Code Chapter 36 (This item was pulled from the agenda.)

#9210 – Consideration of Changes to the Grand Island City Code Chapter 36 Relative to Wind Energy Systems

- #9211 – Consideration of Change of Zoning for Land Located in SE1/4, NE1/4 Section 25-11-10 from TA Transitional Agricultural to M1 Light Manufacturing
- #9212 – Consideration of Change of Zoning for Land Located at 4155 East U.S. Highway 30 from B2 General Business to M2 Heavy Manufacturing
- #9213 – Consideration of Natural Gas Franchise with northwestern Corporation

be considered for passage on the same day upon reading by number only and that the City Clerk be permitted to call out the number of these ordinances on first reading and then upon final passage and call for a roll call vote on each reading and then upon final passage.” Councilmember Ramsey second the motion. Upon roll call vote, all voted aye. Motion adopted.

Ordinances #9208, #9210, #9211 and #9212 related to the aforementioned Public Hearings.

Chad Nabity, Regional Planning Director reported a change to Ordinance #9210 to add the words “if it is located within a designated approach zone” under Small Wind Energy Conversion Systems item G -2.

Jeff Pederson, City Administrator reported Ordinance #9213 related to the Natural Gas Franchise which allowed NorthWestern Corporation the non-exclusive right to construct, maintain and operate a system of mains and pipes within the City of Grand Island for the transportation and distribution of natural gas. The following changes were negotiated with NorthWestern:

- Section 1, Grant of Franchise will be effective for 20 Years
- Section 7, Grantee shall notify the City Administrator of emergency repairs
- Section 9, Grantee agrees to conform to its tariffs filed with the Nebraska Public Service Commission as it relates to service line extensions
- Section 15, 90 days required to review any proposed assignment by the City Of Grand Island
- Section 18, Grantee shall maintain a local office within the corporate limits of the City during the term of the franchise
- Section 21, All notices from the City will be sent to Corporate Affairs
- Section 22, Ordinance shall be construed in accordance with the laws of the State of Nebraska

Mark Fahlsen, Attorney representing NorthWestern was present to answer questions.

Motion by Meyer, second by Dugan to approve Ordinances #9208, #9210, #9211, #9212 and #9213.

City Clerk: Ordinances #9208, #9210, #9211, #9212 and #9213 on first reading. All those in favor of the passage of these ordinances on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinances #9208, #9210, #9211, #9212 and #9213 on final passage. All those in favor of the passage of these ordinances on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Hornady: By reason of the roll call votes on first reading and then upon final passage, Ordinances #9208, #9209, #9210, #9211, #9212 and #9213 are declared to be lawfully adopted upon publication as required by law.

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

Approving Minutes of March 10, 2009 City Council Regular Meeting.

Approving Minutes of March 17, 2009 City Council Study Session. Councilmember's Dugan, Meyer and Gericke abstained.

Approving Request from Crystal Burmood, 603 West Division Street for Liquor Manager Designation for Holiday Stationstore #114, 1404 West 2<sup>nd</sup> Street.

#2009-60 – Approving Benefits for Water Main District 453T – Central Nebraska Regional Airport and Grand Island Army Aviation Support Facility.

#2009-61 – Approving Bid Award for Front End Loader Reconditioning – Platte Generating Station with Nebraska Machinery Company of Doniphan, Nebraska in an Amount of \$76,922.98.

#2009-62 – Approving Bid Award for Coal Storage Expansion – 2009 at Platte Generating Station with Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$219,679.81.

#2009-63 – Approving Bid Award for Water Main Project 2009-W-2, Wellfield Well Header Modifications – Installation with Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$38,395.25.

#2009-64 – Approving Bid Award for the 2009 Asphalt Resurfacing Project No. 2009-AC-1 with J.I.L. Asphalt Paving Company of Grand Island, Nebraska in an Amount of \$676,758.50.

#2009-65 – Approving Bid Award for (1) Street Sweeper for the Streets Division of the Public Works Department with Nebraska Environmental Products of Lincoln, Nebraska in an Amount of \$168,345.00.

#2009-66 – Approving Contract for Citizen Request Management System with Government Outreach of Pleasanton, California in an Amount not to exceed \$5,425.00.

#2009-67 – Approving Agreement to Allow Project for Invasive Plant Control and River Restoration with the Platte Valley Weed Management Area.

#2009-68 – Approving Changes to the 2008-2009 Fee Schedule.

#2009-69 – Approving Subordination Agreement with Kristie Lee Peterson, 1232 Warren Lane.

REQUESTS AND REFERRALS:

Consideration of Petitions Received Concerning Disestablishing Business Improvement District No. 8. Councilmember Larry Carney reported petitions were presented to him by citizens that owned property within the boundaries of BID #8 requesting the disestablishment of BID #8. The first step to be taken was to have the City Council vote on whether or not to refer this disestablishment request for a public hearing.

Comments were made to form an advisory committee to meet with those that wanted to disestablish BID #8. City Attorney Dale Shotkoski explained the process of disestablishing the district. The next step would be to approve a resolution setting the Public Hearing date.

Motion by Meyer, second by Niemann to refer this matter forward for a Public Hearing. Upon roll call vote, Councilmember's Meyer, Niemann, Haase, Carney, Dugan, Ramsey, and Gericke voted aye. Councilmember Zapata voted no. Motion adopted.

#### RESOLUTIONS:

#2009-70 – Consideration of Request from Balz, Inc. dba Balz Sports Bar, 3421 West State Street for Catering Designation to Class “C-39140” Liquor License. This item related to the aforementioned Public Hearing.

Motion by Ramsey, second by Zapata to approve Resolution #2009-70 contingent upon final inspections. Upon roll call vote, all voted aye. Motion adopted.

#2009-71 – Consideration of from Balz Banquet and Reception Hall, Inc. dba Balz Banquet and Reception hall, 211 North Sycamore Street for an Addition to Class “C-82906” Liquor License. The item related to the aforementioned Public Hearing.

Motion by Ramsey, second by Zapata to approve Resolution #2009-71 contingent upon final inspections. Upon roll call vote, all voted aye. Motion adopted..

#### PAYMENT OF CLAIMS:

Motion by Dugan, second by Gericke to approve the Claims for the period of March 11, 2009 through March 24, 2009, for a total amount of \$4,438,287.09. Unanimously approved.

ADJOURN TO EXECUTIVE SESSION: Motion by Meyer, second by Dugan to adjourn to Executive Session at 7:40 p.m. for the purpose of an update concerning IBEW Union Negotiations and IAFF Litigation. Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Meyer, second by Dugan to return to Regular Session at 8:55 p.m. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 8:55 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, April 14, 2009

Council Session

## Item G4

**#2009-72 - Approving Final Plat and Subdivision Agreement for  
Devall Subdivision**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission  
**Meeting:** April 14, 2009  
**Subject:** Devall Subdivision – Final Plat  
**Item #'s:** G-4  
**Presenter(s):** Chad Nabity AICP, Regional Planning Director

## **Background**

This final plat proposes to create 1 lot located north of U.S. Hwy 30, south of Capital Avenue and east of Shady Bend Road, in the 2-mile extraterritorial of Grand Island, in Hall County. This property is zoned M2 heavy manufacturing zone and TA transitional agriculture zone. This is approximately 7.446 acres.

## **Discussion**

The final plat for Devall Subdivision was considered by the Regional Planning Commission at the April 1, 2009 meeting. A motion was made by Aguilar and seconded by Haskins, to approve the plat as presented on the Agenda. A roll call vote was taken and the motion carried with 9 members present voting in favor (Aguilar, Amick, O'Neill, Ruge, Hayes, Monter, Haskins, Ericksen, Bredthauer).

## **Alternatives**

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

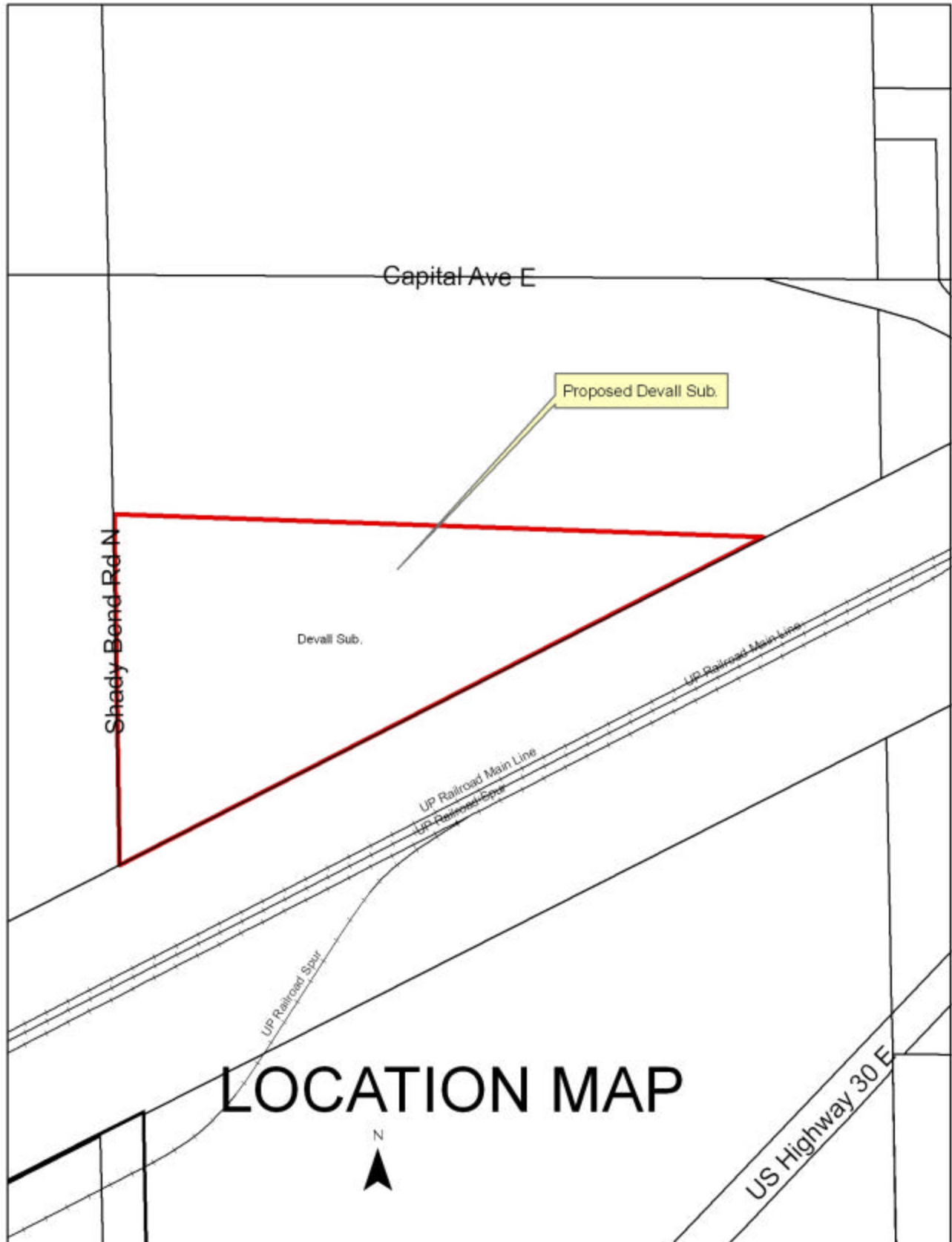
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve the final plat as presented.

## Sample Motion

Move to approve as recommended.



## Devall Subdivision Final Plat Summary

### Developer/Owner

Ronald Devall  
P.O. Box 1225  
Grand Island NE 68802

To create one lot north of U.S. Hwy 30, south of Capital Avenue and east of Shady Bend Road. In the 2-mile extraterritorial of Grand Island, in Hall County, Nebraska.

**Size:** 7.446 acres

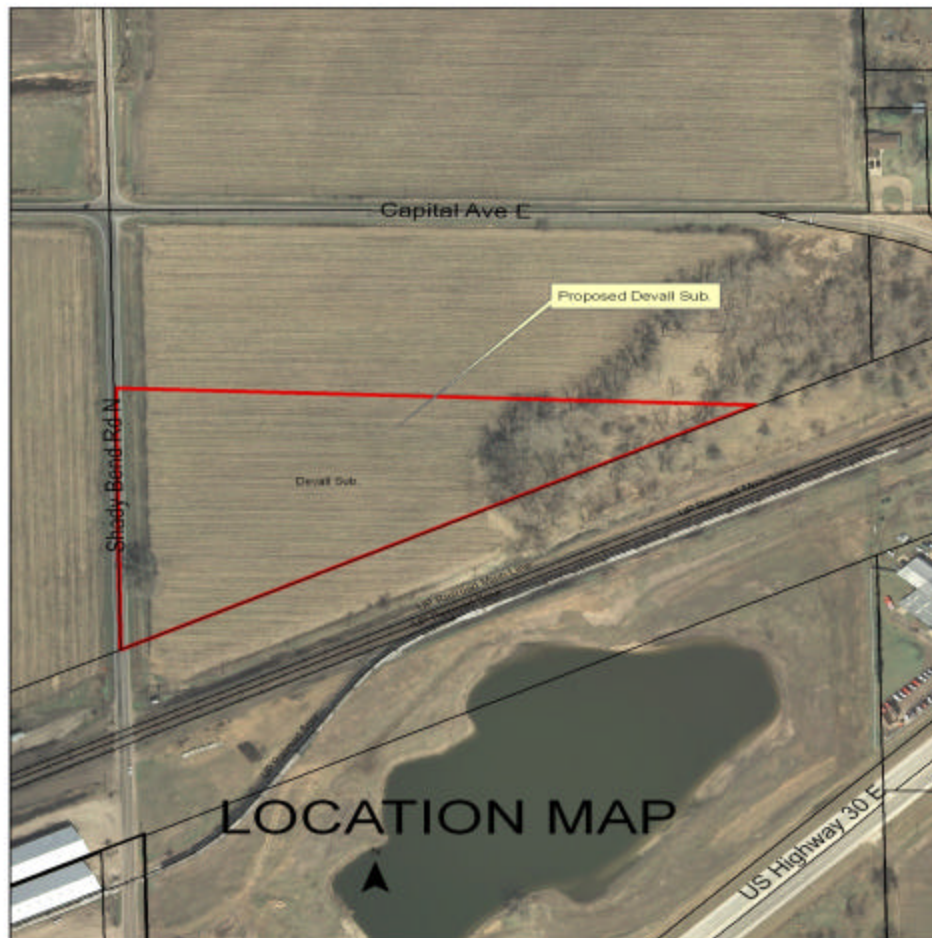
**Zoning:** M2 – Heavy Manufacturing Zone

TA – Transitional Agricultural Zone

**Road Access:** Public County Roads

**Water Public:** Public water is not available

**Sewer Public:** Public sewer is not available





RESOLUTION 2009-72

WHEREAS, Ronald D. Devall and Tonya L. Devall, husband and wife, being the owners of the land described heron have caused to be laid out into 1 lot, a tract of land comprising a part of the West Half of the Northwest Quarter (W1/2NW1/4), of Section Twelve (12), Township Eleven (11) North, Range Nine (9) West of the 6<sup>th</sup> P.M., in the 2- mile extraterritorial of Grand Island, in Hall County, Nebraska, under the name of DEVALL SUBDIVISION, and has caused a plat thereof to be acknowledged by it; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement hereinbefore described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of DEVALL SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 14, 2009.

---

Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
April 8, 2009	<input type="checkbox"/> City Attorney



# City of Grand Island

Tuesday, April 14, 2009

Council Session

## Item G5

**#2009-73 - Approving Final Plat and Subdivision Agreement for  
Woodland Park Eighth Subdivision**

Staff Contact: Chad Nabitv

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** April 14, 2009

**Subject:** Woodland Park Eighth Subdivision – Final Plat

**Item #'s:** G-5

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

## **Background**

This final plat proposes to create 14 lots located east of Independence Avenue and north of Capital Avenue. This property is zoned R2 low density residential zone and R3 medium density residential zone. Sewer and water are available to the site. This is approximately 4.636 acres.

## **Discussion**

The final plat for Woodland Park Eighth Subdivision was considered by the Regional Planning Commission at the April 1, 2009 meeting. A motion was made by Aguilar and seconded by Haskins to approve the plat as presented on the Agenda. A roll call vote was taken and the motion carried with 9 members present voting in favor (Aguilar, Amick, O'Neill, Ruge, Hayes, Monter, Haskins, Eriksen, Bredthauer).

## **Alternatives**

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

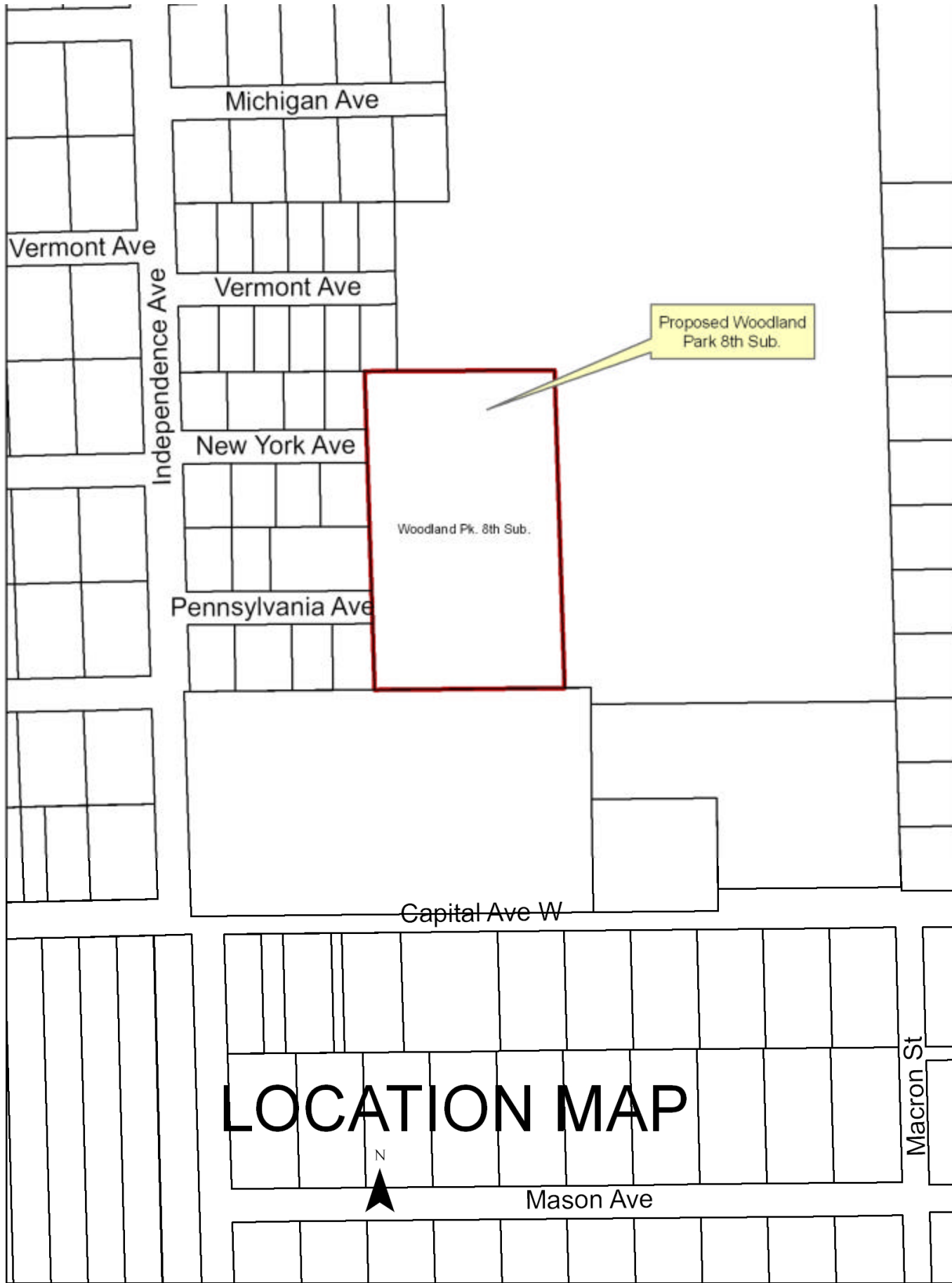
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve the final plat as presented.

## **Sample Motion**

Move to approve as recommended.



## Woodland Park Eighth Subdivision Final Plat Summary

### Developer/Owner

Woodland Park Townhomes II, LLC  
5101 Central Park Drive, Suite 100  
Lincoln NE 68504

To create 14 lots north of Capital Avenue and east of Independence Avenue, in Grand Island, in Hall County, Nebraska.

**Size:** 4.636 acres

**Zoning:** R2 – Low Density Residential Zone

R3 – Medium Density Residential Zone

**Road Access:** Public City Roads

**Water Public:** Public water is available

**Sewer Public:** Public sewer is available



RESOLUTION 2009-73

WHEREAS, Woodland Park Townhomes, LLC; by Member Midwest Housing Initiatives, Inc: Managing Member, H. Dean Graham President, the Undersigned, being the Sole Owner of the land embraced within this plat and described heron have caused to be laid out into 14 lots, a tract of land comprising of Outlot 'A', Woodland Park Fifth Subdivision, a part of the City of Grand Island located in the Southeast Quarter of Section Two (2), Township Eleven (11) North, Range Ten 10), West of the 6<sup>th</sup> P.M., in Grand Island, in Hall County, Nebraska, under the name of WOODLAND PARK EIGHTH SUBDIVISION, and has caused a plat thereof to be acknowledged by it; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement hereinbefore described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of WOODLAND PARK EIGHTH SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 14, 2009.

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

Attest:

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

Approved as to Form	☐ _____
April 8, 2009	☐ City Attorney



# City of Grand Island

Tuesday, April 14, 2009

Council Session

## Item G6

**#2009-74 - Approving Semi-Annual Report by the Citizens' Review Committee on the Economic Development Program Plan**

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

Staff Contact: Citizens' Review Committee



RESOLUTION 2009-74

WHEREAS, Neb. Rev. Stat. §18-2715(3) and Grand Island City Code §2-110 require a report by the Citizens Advisory Review Committee to the City Council at least once every six months on its findings and suggestions on the administration of the Economic Development Plan; and

WHEREAS, a public hearing on the report submitted by the Citizens' Advisory Review Committee was held at a regular session of the Grand Island City Council on April 14, 2009; and

WHEREAS, said report gave information about the activities of the past six months that have taken place pursuant to the Economic Development Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the semi-annual report of the Citizens Advisory Review Committee is hereby accepted and approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 14, 2009.

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

Attest:

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

Approved as to Form	☐ _____
April 8, 2009	☐ City Attorney



# City of Grand Island

Tuesday, April 14, 2009

Council Session

## Item G7

**#2009-75 - Approving Community Revitalization CDBG  
Assessment Grant Application**

Staff Contact: Joni Kuzma

RESOLUTION 2009-75

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

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

WHEREAS, a grant application has been prepared to request funding to conduct a Comprehensive Needs Assessment and Revitalization Strategy update for 13 low-to-moderate income Block Groups; and

WHEREAS, a \$12,000 grant is being requested to fund such programs, plus 7% (\$840.00) for General Administration, and

WHEREAS, the required 25% cash match of \$4,000 will be provided by the City.

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

1. The City of Grand Island, Nebraska is hereby authorized to apply for financial assistance from the Nebraska Department of Economic Development for the purpose of conducting a Comprehensive Needs Assessment and Revitalization Strategy update for the City of Grand Island; and.
2. The Mayor is hereby authorized and directed to execute such grant application and other documentation on behalf of the City of Grand Island for such grant process.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 14, 2009.

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

Attest:

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

Approved as to Form	☐ _____
April 8, 2009	☐ City Attorney



# City of Grand Island

Tuesday, April 14, 2009

Council Session

## Item G8

**#2009-76 - Approving Acquisition of Utility Easement - South Side of Trust Street - North Road to Good Samaritan Place - Chief Industries**

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

Staff Contact: Gary R. Mader

RESOLUTION 2009-76

WHEREAS, a public utility easement is required by the City of Grand Island, from Chief Industries, Inc., to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances; and

WHEREAS, a public hearing was held on April 14, 2009, 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:

Beginning at the northwest corner of Lot Thirty (30) of Grand Island Industrial Park West Subdivision in the City of Grand Island, Hall County, Nebraska; thence easterly along the northerly line of Lots Thirty (30), Thirty One (31), Thirty Two (32), Thirty Three (33), Thirty Four (34), and Thirty Five (35) of said Grand Island Industrial Park West Subdivision, said line also being the southerly line of Trust Street, a distance of six hundred twenty four (624.0) feet to the northeast corner of Lot Thirty Five (35), said Grand Island Industrial Park West Subdivision; thence southerly along the easterly line of said Lot Thirty Five (35), a distance of five (5.0) feet; thence westerly, parallel with the northerly line of Lots Thirty (30), Thirty One (31), Thirty Two (32), Thirty Three (33), Thirty Four (34) and Thirty Five (35), said Grand Island Industrial Park West Subdivision, a distance of six hundred twenty four (624.0) feet to a point on the westerly line of Lot Thirty (30), said Grand Island Industrial Park West Subdivision; thence northerly along the westerly line of said Lot Thirty (30), a distance of five (5.0) feet to the northwest corner of said Lot Thirty (30), being the said Point of Beginning.

The above-described easement and right-of-way containing a total of 0.072 acres, more or less, as shown on the plat dated 3/2/2009, 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 Chief Industries, Inc., on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 14, 2009.

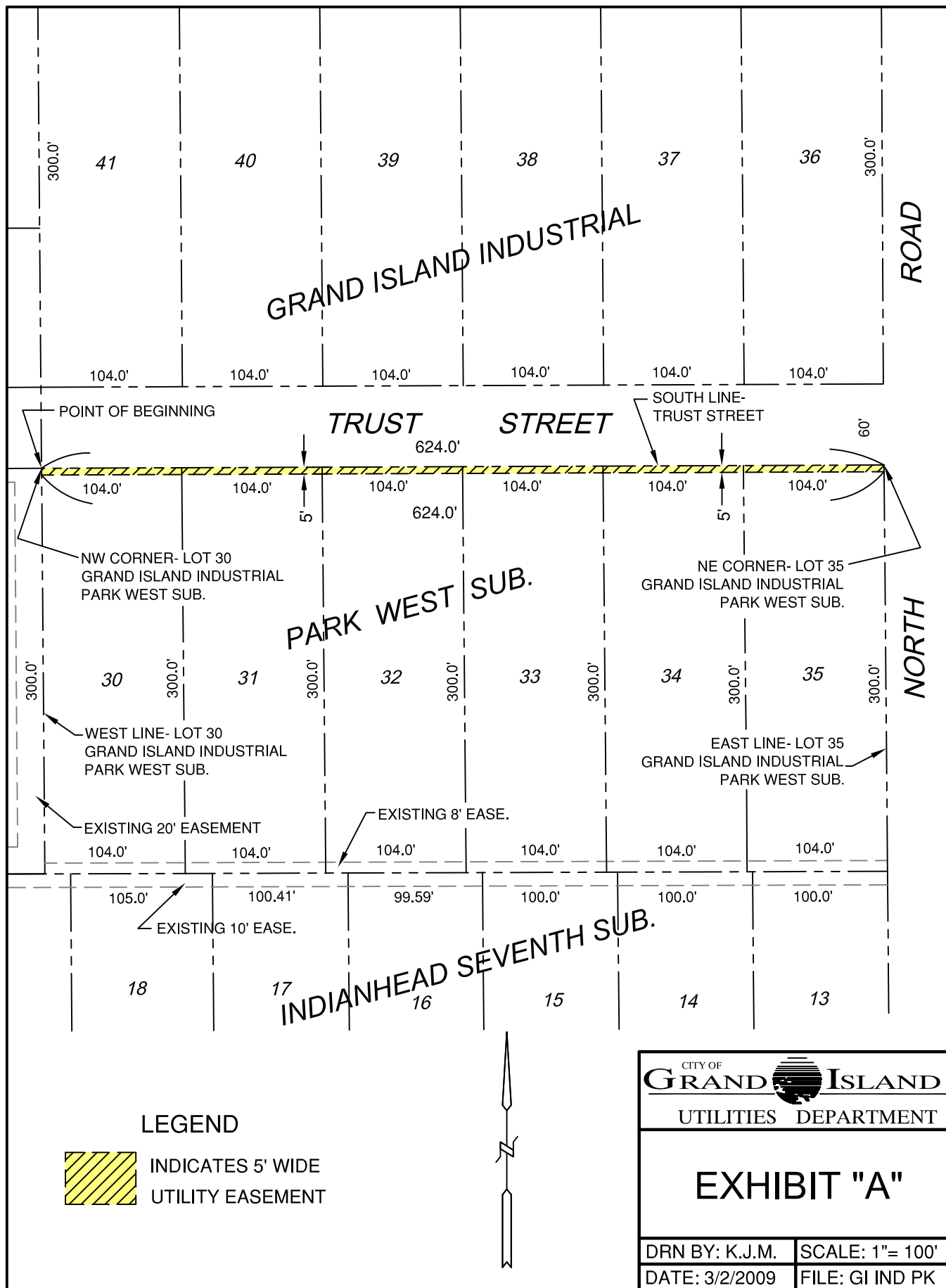
\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

Approved as to Form	☐ _____
April 8, 2009	☐ City Attorney

---

RaNae Edwards, City Clerk





# City of Grand Island

Tuesday, April 14, 2009

Council Session

## Item G9

**#2009-77 - Approving Reserve Sharing Agreement between the  
City of Grand Island Utilities Department and Nebraska Public  
Power District**

Staff Contact: Gary R. Mader



# **Council Agenda Memo**

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

**Meeting:** April 14, 2009

**Subject:** Nebraska Public Power District Reserve Sharing Agreement

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

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

## **Background**

The Grand Island Utilities Department provides electricity to its customers via distribution substations interconnected with a transmission loop. This transmission loop provides a path for transmitting power produced from its power plants to the customers. In addition, four connections with the regional grid and Nebraska Public Power District (NPPD) are established at various locations around the transmission loop. These connections are necessary to ensure a reliable electric supply even during generator outages. Without these connections, Grand Island Utilities would need to have enough unused generating capacity immediately available to backup their own generators in order to keep the city's electric service on during an unplanned generator outage. This amount would currently be approximately 100 MW.

As utilities across the country became interconnected, "Reserve Sharing Pools" were established among regional utilities. These pools utilize agreements that require every generator within the pool to hold back a portion of on line generating capacity in order to meet emergency conditions produced by loss of generating units; thus backing up one another's generators within the pool. The Grand Island Utilities Department currently participates in the Mid-Continent Area Power Pool (MAPP) through a joint operating agreement with NPPD. This pool includes all Nebraska generating utilities as well as generating utilities in other upper Midwest states and two Canadian provinces. Through this pool, the Grand Island Utilities Department is required to have approximately 4 MW of excess capacity available to meet emergency declarations, just as all other regional generators provide reserves to support the region.

## **Discussion**

Across the nation there are several reliability regions. Historically, the state of Nebraska's utilities have been in the MAPP reliability region. But as of April 1, 2009, NPPD and the other major transmission owner/operators in the state will transfer to the Southwest Power Pool (SPP). The SPP region encompasses all or portions of seven states and extends generally south from Nebraska. A map of the SPP area is attached. NPPD will remain the area control entity for central Nebraska and Grand Island's primary contact for regional transmission access and reporting. The conditions and responsibilities of the City and NPPD in meeting the requirements of our transmission interconnection are included in the 1981 "Electric Interconnection and Interchange Agreement" between the parties. The move to SPP by NPPD sets in place some different documentation requirements for governance of the parties. NPPD has requested that the city execute a new "Reserve Sharing Agreement" as required by SPP. A copy of that proposed agreement is attached. The agreement documents the processes and procedures to be executed by the parties in calling upon reserves and in responding to calls for reserves in support of the regional reliability governing entity, the Southwest Power Pool.

## **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

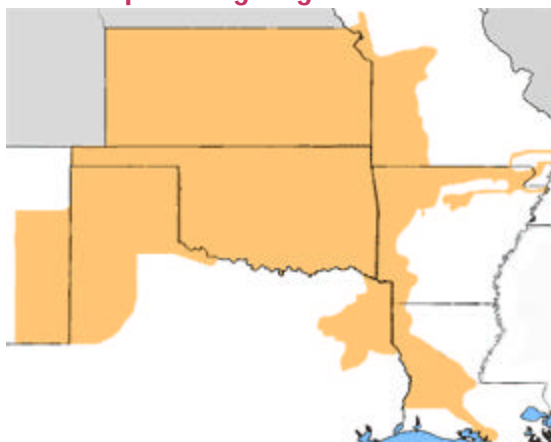
## **Recommendation**

City Administration recommends that the Council approve the Reserve Sharing Agreement between Nebraska Public Power District and Grand Island Utilities.

## **Sample Motion**

Move to approve the Reserve Sharing Agreement between Nebraska Public Power District and Grand Island Utilities.

## Operating Region



SPP manages the electric grid for all or part of seven states: Arkansas, Kansas, Louisiana, Missouri, New Mexico, Oklahoma, and Texas. SPP has members in the above states, Mississippi, and Nebraska.

## Non-Coincidental Peak Load

### SPP Fast Facts

Substations (modeled): 5,026

Generating Plants: 451

2007 System Peak (non-coincident): 43,304 MW

Net Energy for Load: 210,074 GWh

Miles by Voltage:

69 kV - 14,265 miles  
 115 kV - 6,255 miles  
 138 kV - 8,286 miles  
 161 kV - 3,872 miles  
 230 kV - 2,703 miles  
 345 kV - 4,879 miles  
 500 kV - 104 miles

**Total - 40,364 miles**

Capacity Resources: 56.5 GW

<u>Fuel Type</u>	<u>Capacity/Energy Produced in SPP Region*</u>
Coal	39% / 64%
Gas/Oil	42% / 26%
Nuclear	2% / 6%
Wind	1% / 3%
Other	11% / 1%
Hydro	4% / 1%

\* Numbers do not equal 100 due to rounding. Energy produced may exceed capacity.

**Reserve Sharing Agreement**  
**between**  
**Nebraska Public Power District**  
**and**  
**Grand Island Utilities**  
**City of Grand Island, NE**

This Reserve Sharing Agreement ("Agreement") is made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between Nebraska Public Power District (NPPD), a public corporation and political subdivision of the State of Nebraska, and the City of Grand Island, Nebraska (City), a municipal corporation and political subdivision of the State of Nebraska, doing business as Grand Island Utilities. NPPD and City respectively, being sometimes hereinafter referred to individually as "Party" or collectively as "Parties".

**RECITALS**

WHEREAS, NPPD owns and operates certain electric generating facilities together with a transmission system and various distribution systems in the State of Nebraska and is engaged in the generation, purchase, transmission, distribution, and sale of electric power and energy, and

WHEREAS, City owns and operates certain electric generating facilities together with an electric transmission and distribution system and is engaged in the generation, purchase, transmission, distribution and sale of electric power and energy, and

WHEREAS, NPPD and City are party to an "Electric Interconnection and Interchange Agreement," effective June 26, 1981 as amended, hereinafter called "Interconnection Agreement", and

WHEREAS, NPPD is a North American Reliability Corporation (NERC) registered balancing area and the City electric system is physically located within the balancing area of NPPD, and

WHEREAS, the Parties desire to enter into an agreement governing how operating reserves may be self-supplied.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the Parties do hereby mutually agree as follows:

## **ARTICLE 1**

### **TERM**

- 1.1 This Agreement shall become effective on the date first above written and shall continue in force for a period of one (1) year from said date, and from year to year thereafter unless terminated by either Party by providing at least six (6) months prior written notice.
- 1.2 In the event the NPPD-City Interconnection Agreement should be terminated and not superseded by another agreement, this Agreement shall terminate simultaneously and become null and void except for costs, charges and obligations arising or incurred prior to such termination.

## **ARTICLE 2**

### **NPPD RESPONSIBILITIES**

- 2.1 NPPD, as the NERC registered Balancing Area (BA), is responsible to meet all NERC reliability standards and standards of the NERC Regional Entity of which NPPD is a member. To meet these reliability standards, NPPD may elect to join a reserve sharing pool.
- 2.2 NPPD shall determine the amount of operating reserves (spinning and supplemental) to be carried by each load serving entity within the NPPD BA that is self supplying its operating reserves. NPPD will allocate operating reserves to each load serving entity in the NPPD BA pro-rata to each load serving entity's load in the NPPD BA compared to the total NPPD BA load.
- 2.3 In the event the NPPD BA has an obligation to deploy operating reserves, NPPD will deploy its own operating reserves and may call on City, if City is either a) self supplying operating reserves or b) purchasing operating reserve service from another supplier, for deployment of its operating reserves in accordance with the terms of this Agreement.
- 2.4 If City is purchasing operating reserve service from NPPD, NPPD will bill City for applicable charges under the appropriate tariff for operating reserve service.
- 2.5 NPPD shall be responsible to provide City with operating reserves when City requests operating reserves for the loss of a resource in accordance with the terms of this Agreement.
- 2.6 In the event NPPD participates in a reserve sharing pool, NPPD shall be responsible for allocating all reserve sharing pool costs, charges, revenues and the like to all NPPD BA load represented in the reserve sharing pool, including City. It is understood by the Parties that all such costs shall be pass through costs only. Such costs and charges may include related transmission tariff costs. If such costs, charges or revenues are bundled, NPPD will appropriate allocations based upon load share of each entity of the total NPPD reported BA load in the reserve sharing pool. If such costs, charges or revenue are separated between entities, NPPD will pass through such costs, charges or revenues

directly to City. Costs, charges or revenues shall be provided to City in accordance with Article 4.

### **ARTICLE 3**

#### **CITY RESPONSIBILITIES**

- 3.1 City shall be responsible for compliance with the operating protocols and requirements of any reserve sharing pool that NPPD is a member. By way of example, City must comply with requirements for the call of reserves due to a City operating reserve contingency, such as loss of generation. Even though NPPD will call on operating reserves from a reserve sharing pool for such loss of generation on behalf of City in accordance with this Agreement, City is responsible to meet requirements governing the call of reserves for loss of generation by notifying NPPD of the loss in time for NPPD to meet the requirements of the reserve sharing pool.
- 3.2 If City chooses to self-supply operating reserves:
- a) City shall maintain at all times its share of the NPPD BA operating reserves, as determined by NPPD. Such operating reserves must meet the requirements set forth by NERC or the reserve sharing pool.
  - b) If at any time it is determined that City is not supplying operating reserves either by self supply or purchase from another supplier, City agrees to be responsible for all costs, charges, penalties or remedies imposed by NPPD or any regional authority with jurisdiction. City will also be required to purchase operating reserves from NPPD for the period during which they have not provided operating reserves either by self supply or purchase from another supplier.
- 3.3 Deployment of operating reserves (self supply) by City:
- a) City shall deploy operating reserves when called upon by NPPD within the timeframe required by NERC or the reserve sharing pool of which NPPD is a member.
  - b) If City fails to deploy operating reserves when called upon by NPPD, City shall be responsible for all costs, charges, penalties or remedies imposed by NPPD or any regional authority with jurisdiction. City shall not be responsible for penalties and remedies imposed by a regional authority for NPPD's failure to call upon City for deployment of operating reserves.
- 3.4 If City does not self supply operating reserves, then NPPD or the reserve sharing pool shall bill City and City shall pay all appropriate charges for the supply of operating reserves on City's behalf under the appropriate tariff.
- 3.5 City shall call upon NPPD, in accordance with Exhibit A, when an operating reserve contingency dictates the call for operating reserves be provided to City from the reserve sharing pool.

- 3.6 City shall be responsible for their share of all reserve sharing pool costs, charges, related transmission costs, revenues, and the like as allocated by NPPD or passed through by the reserve sharing pool and as provided in Section 2.6 and Article 4 of this Agreement.

#### **ARTICLE 4** **BILLING AND PAYMENTS**

- 4.1 NPPD shall invoice City for costs and charges provided for under this Agreement and City shall pay such invoice within thirty (30) days of the invoice date. Except as otherwise agreed to by the Parties, if payment is not received within the thirty (30) day period the invoice amount shall accrue interest at the rate of one percent (1%) per month or pro-rata portion thereof.
- 4.2 For any revenues due City as a result of deployment or receipt of reserve sharing pool operating reserves under the terms of this Agreement, NPPD will issue such revenue, whether allocated or pass through revenue, to City within thirty (30) days of receiving such revenue from the reserve sharing pool. NPPD will allocate or pass through such revenues in accordance with Section 2.6 and the reserve sharing pool structure.
- 4.3 If a dispute arises relative to any billing or payment under this Article IV, the Party responsible to pay the invoice or distribute the revenue, whichever the case may be, shall nevertheless pay the full amount of the charges or revenues. The disputing Party shall give a written notice to the other Party within thirty (30) days from the date the billing is rendered or the revenue is distributed, which notice shall fully describe the basis for the dispute and set forth a detailed statement of the disputed issue(s). Within fifteen (15) days of such dispute notice the Parties shall give due diligence to resolving the dispute. In the event the dispute is not resolved within fifteen (15) days of the dispute notice, then senior executives of both Parties will meet to determine resolution of the dispute, which shall occur within thirty (30) days of the dispute notice date. In the event the Parties senior executives do not resolve the dispute, the Parties may agree to non-binding mediation to attempt to reach a resolution of the dispute. In the event that mediation does not resolve the dispute or if the Parties do not agree to non-binding mediation, either Party may pursue all remedies available at law or in equity.

#### **ARTICLE 5** **REPORTING INFORMATION**

Each Party agrees to cooperate in exchanging and provide in a timely manner information, data, reports and the like, which may be needed to meet the requirements of the Regional Entity, reserve sharing pool, any regional authority, NERC standards or requirements, and/or Party reporting needs:

**ARTICLE 6**  
**INDEMNIFICATION**

Each Party (the "Indemnifying Party") shall indemnify, hold harmless and defend the other Party (the "Indemnified Party"), its agents, servants, employees and officers from any and all costs and expenses, including but not limited to reasonable attorney's fees, court costs and all other amounts that said Indemnified Party, its agents, servants, employees and officers is or may become obligated to pay on account of any and all demands, claims, liabilities or losses arising or alleged to have arising out of, or in any way connected with, the negligent acts or omissions of the Indemnifying Party, its agents, servants, employees or officers in the performance of this Agreement, whether such demands, claims, liabilities or losses be for damages to property, including property of the Indemnified Part or injury or death of any person, including agents, servants, employees or officers of the Indemnified Party.

**ARTICLE 7**  
**GENERAL CONTRACT PROVISIONS**

- 7.1 **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nebraska without regard to conflict of law principles. The Parties agree that any lawsuit connected to, arising out of or related to this Agreement shall be brought only in the state courts of Nebraska.
- 7.2 **Captions.** The captions of the various sections and paragraphs herein are intended for convenience of reference only and shall not define or limit any of the terms or provisions hereof.
- 7.3 **Assignment.** This Agreement may not be assigned by any Party, without the prior written consent of the other Party.
- 7.4 **Waivers.** Any waiver at any time by a Party of its rights, or any delay in enforcing its rights, with respect to any default by the other Party hereto, or with respect to any other matter arising out of or related to this Agreement, shall not be considered a waiver with respect to any other default or matter.

IT WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers and effective upon the date first above written.

**Grand Island Utilities**  
**The City of Grand Island, Nebraska**

**Nebraska Public Power District**

By \_\_\_\_\_

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



EXHIBIT A  
Reserve Sharing Agreement  
NPPD - CITY

Supersede Date: Original

**City call to NPPD for operating reserves due to City contingency:**

1. Within 2 minutes of City losing generation and/or schedule City will contact NPPD and request deployment of operating reserves.
  - a. NPPD's phone contact number is 402-845-5221.
2. City will provide to NPPD the amount of resource (generation or schedule) lost. This will be the amount of the initial deployment of operating reserves.
3. Within the limits of the rules of the reserve sharing pool, City may elect to deploy up to the entire amount of their operating reserves to cover that portion of the resource loss. City must notify NPPD at the time of the initial loss if they choose to deploy additional operating reserves to cover the resource loss.
4. Changes in the amount of operating reserves will be governed by the procedures of the reserve sharing pool, including:
  - a. Minimum time before operating reserves can be cancelled
  - b. Allowable changes in the amount of operating reserves requested
  - c. Maximum time operating reserves can be utilized
  - d. Declaration of Energy Emergency Alerts.

**For self supply of operating reserves by City as provided for in Section 3.2:**

1. City shall maintain operating reserves in the amount allocated by NPPD to City as described in Section 2.2. NPPD shall notify City when the amount of their share of the operating reserves changes.
2. Within three (3) minutes of NPPD receiving a request for the deployment of operating reserves (either from City or a reserve sharing pool member), NPPD will call upon City to deploy their pro-rata share of operating reserves under the terms of this Agreement.

**Grand Island Utilities**

**The City of Grand Island, Nebraska**

**Nebraska Public Power District**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

RESOLUTION 2009-77

WHEREAS, the City of Grand Island and Nebraska Public Power District (the Parties) desire to enter into an agreement for electric power generation reserve sharing capacity in order to meet emergency conditions produced by loss of generating units; and

WHEREAS, Grand Island Utilities currently participates in the Mid-Continent Area Power Pool (MAPP) through a joint operating agreement with NPPD; and

WHEREAS, Nebraska utilities are moving to the Southwest Power Pool (SPP); and

WHEREAS, SPP requires the regional control, NPPD, to enter into agreements with electric generating utilities within their control area; and

WHEREAS, the Parties desire to enter into an Agreement to provide excess capacity to meet emergency conditions produced by loss of generating units within the area.

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 Reserve Sharing Agreement between the City of Grand Island and Nebraska Public Power District, in accordance with the terms and conditions generally described above.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 14, 2009.

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

Attest:

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

Approved as to Form	☐ _____
April 8, 2009	☐ City Attorney



# **City of Grand Island**

**Tuesday, April 14, 2009**

**Council Session**

## **Item G10**

**#2009-78 - Approving Interlocal Agreement with Hall County  
Airport Authority Regarding Law Enforcement Services**

**Staff Contact: Steve Lamken**

# **Council Agenda Memo**

**From:** Steven Lamken, Police Chief

**Meeting:** April 14, 2009

**Subject:** Approval of Security Interlocal Agreement with Hall County Airport Authority

**Item #'s:** G-10

**Presenter(s):** Steven Lamken, Police Chief

## **Background**

The Police Department has been providing an on site officer for all commercial flight departures from the Airport. This service is a prerequisite of the Transportation Security Administration before they will screen passengers for boarding of commercial flights. The proposed agreement is a renewal of the previous agreement and has the benefit of the Airport Authority paying the actual costs of the service instead of the TSA reimbursement rate.

## **Discussion**

The Police Department provides an Officer at all commercial departures from the Airport as a requirement from the Transportation Security Administration for screening boarding passengers. TSA will not screen passengers without the presence of a law enforcement officer. This requires the Police Department to schedule officers to cover the multiple flights leaving the Airport each week. The agreement between the City and the Hall County Airport Authority for the services needs to be renewed. The new agreement provides for reimbursement to the City at the actual cost instead of the TSA reimbursement rate paid to the Airport Authority. The TSA reimbursement rate does not cover actual costs of services in some circumstances.

## **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 2009 Interlocal Agreement between the City and the Hall County Airport Authority for law enforcement services and have the Mayor sign the Interlocal Agreement.

### **Sample Motion**

Move to approve the 2009 Interlocal Agreement between the City and the Hall County Airport Authority for law enforcement services.

**INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN  
THE HALL COUNTY AIRPORT AUTHORITY  
AND  
THE CITY OF GRAND ISLAND**

THIS INTERLOCAL COOPERATION AGREEMENT is entered into this 8th day of April, 2009, by and between the HALL COUNTY AIRPORT AUTHORITY, a Political Subdivision ("Airport Authority") and the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation ("City").

1. STATEMENT OF PURPOSE. The purpose of this Agreement is to establish a program by which the City will provide to the Airport Authority uniformed, sworn and certified police officers to carry out the operational terms and conditions of the LAW ENFORCEMENT PERSONNEL REIMBURSEMENT AGREEMENT ("RA") entered into between the Transportation Security Administration ("TSA") and the Airport Authority effective October 1, 2007 which Agreement expires September 30, 2012.

2. CITY'S RESPONSIBILITIES AND DUTIES. The City's responsibilities and duties shall include:

- a. The City will assign police officers ("LEOs") to the Central Nebraska Regional Airport ("Airport") to fulfill the duties and responsibilities of Security Directive SD 1542-02-07 (series) as adopted or other subsequent and superseding regulations or documents regarding law enforcement services.
- b. The City shall have sole and exclusive discretion to assign, supervise and evaluate its LEOs assigned pursuant to the preceding paragraph. The parties agree that the

LEOs provided by the City in furtherance of the RA shall continue as employees of the City and are not employees of the Airport Authority.

- c. All LEOs assigned to the Airport shall be trained, qualified, certified, sworn, uniformed and competent to carry out the operational duties of the RA. The Airport Authority shall provide TSA/FAA training materials to the City at no cost.
- d. The City shall provide to the Airport Authority such reports, records, information and documents as are necessary for the Airport Authority to carry out its responsibilities and duties pursuant to the RA and to obtain reimbursement as provided in the Agreement.
- e. As mandated by the TSA in the RA, TSA shall have the right to examine or audit relevant financial records for a period of three (3) years after expiration of the terms of this Agreement as follows:
  - (i) As used in this clause, the term "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
  - (ii) The City shall maintain and authorized Federal officials shall have the right to examine and audit all records and other evidence sufficient to reflect properly all hours claimed to have been incurred in performance of this Agreement. This right of examination shall include inspection at all reasonable times of the City's offices, or parts of them, engaged in performing services pursuant to this Agreement. The City, upon request shall provide notice to TSA of the location and custodian of supporting documentation to include Time Sheets, Payroll Report or Other Documentation that substantiates the hours worked under this Agreement and will make them available for review during normal working hours when requested by an authorized Federal official.
  - (iii) The Comptroller General of the United States, or an authorized

representative, shall have access to and the right to examine any of the City's directly pertinent records involving transactions related to this Agreement. This Article may not be construed to require the City to create or maintain any record that it does not maintain in the ordinary course of business or pursuant to a provision of law.

(iv) The City shall make available at its office at all reasonable times the records, materials and other evidence described in preceding sections (i), (ii) and (iii) of this article, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement, or for any longer period required by statute or by other clauses of the RA. In addition:

(1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for three (3) years after any resulting final termination settlement; and

(2) Records relating to appeals under the "Contract Disputes" clause or to litigation or the settlement of contract disputes arising under or relating to the RA shall be made available until such appeals, litigation, or contract disputes are finally resolved.

f. RECORDS AND RELEASE OF INFORMATION. In the course of service under this Agreement, The LEOs will have access to certain information called "Sensitive Security Information" or "SSI", which is protected by Federal statute and regulation. LEOs may also create and maintain records that contain SSI, such as investigative reports that relate to aviation security. SSI is specifically defined in 49 CFR 1520.7. The City and LEOs assigned to work under this Agreement are subject to the duties and requirements imposed by 49 CFR Part 1520, Protection of Sensitive Security Information. As such, they may not publicly disclose SSI in any context, including litigation or pursuant to a state open records act request, without the advance approval of TSA as provided in 49 CFR part 1520. If a party in a legal proceeding seeks SSI in



discovery or otherwise seeks disclosure of SSI from a LEO performing duties under this agreement, the City and LEO must provide **immediate** notice of the request for SSI to the Airport Authority, who will, in turn, forward the request to the TSA. TSA will then advise the City and LEOs how to proceed. LEOs asked to testify about purely factual matters that do not reveal SSI may do so without consultation with TSA. All records created by LEOs that contain SSI shall be marked with the following legend:

WARNING: THIS DOCUMENT CONTAINS SENSITIVE SECURITY INFORMATION THAT IS CONTROLLED UNDER THE PROVISIONS OF 49 CFR PART 1520. NO PART OF THIS DOCUMENT MAY BE RELEASED WITHOUT THE WRITTEN PERMISSION OF THE ADMINISTRATOR OF THE TRANSPORTATION SECURITY ADMINISTRATION, WASHINGTON D.C. UNAUTHORIZED RELEASE MAY RESULT IN CIVIL PENALTY OR OTHER ACTION. FOR U.S. GOVERNMENT AGENCIES, PUBLIC AVAILABILITY IS DETERMINED UNDER 5 U.S.C. 552.

3. AIRPORT AUTHORITY RESPONSIBILITIES AND DUTIES. The Airport Authority responsibilities and duties shall include:

- a. The Airport Authority shall reimburse the City for providing LEOs for the Airport as provided herein at the actual hourly cost to the City for each LEO at the time of service. Billing for reimbursement shall be based on time increments of 0.25 hours for actual time worked for on duty LEOs with a minimum billing period of not less than 2.0 hours for off duty LEOs. The foregoing amount shall be payable by Authority to the City within 30 days of receipt of periodic statements to be sent by the City to the Airport Authority.

- b. The Airport Authority shall advise the City of any operational deficiencies the Authority finds or receives notice of in the performance of this Agreement by the LEOs.
- c. The Airport authority shall provide premises at the Airport for the LEOs assigned to the Airport which are suitable for performance of the duties required by the RA.
- d. The Airport Authority shall consult regularly with the City concerning the RA to request any modifications to this Agreement which are deemed reasonable, appropriate and prudent and in conformity with the RA and associated documents.

4. DURATION. This Agreement shall remain in full force and effect during the duration of the RA. Said Agreement is currently scheduled to terminate on September 30, 2012, unless earlier terminated by the Airport Authority, the TSA, or the City. If the RA is further extended by the TSA, the hourly payment from the Airport Authority to the City shall be renegotiated based upon the City's then existing personnel costs. Notwithstanding the foregoing, this Agreement may be terminated earlier by either the Airport Authority or the City providing written notice to the other of its intention to terminate participation ninety (90) days following delivery of said notice or upon three (3) days written notice to the other when the Homeland Security threat level is at yellow or lower status.

5. ACQUISITION, OWNERSHIP AND DISPOSAL OF PERSONAL PROPERTY.

All personal property and fixtures acquired and used in furtherance of the RA program shall be owned by the entity which pays for said personal property or fixture. In the event the program is

terminated or is not superseded by another Interlocal Cooperation Agreement, the parties shall take possession of their respective personal property and fixtures or said property may be left in place at the Airport, whichever is mutually agreeable to the parties. The parties acknowledge and agree that all computer software and licenses shall remain the property of the City.

6. SEPARATE ENTITY. The parties agree that no separate entity is created by this Agreement.

7. CHOICE OF LAWS. This Agreement shall be construed in accordance with the laws of the State of Nebraska, including, but not limited to, the Interlocal Cooperation Act, Neb. Rev. Stat., §13-801 et seq., as amended.

8. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the City and Airport Authority relating to the RA program and may be amended only in writing, duly approved, adopted and executed by the respective parties.

9. EFFECTIVE DATE. This Agreement shall be effective April 1, 2009. .

10. NOTICES. All notice envisioned under the terms and conditions of this Agreement shall be sent to the other party by first class, United States mail, postage prepaid and addressed as follows:

City of Grand Island  
Attn: Mayor  
PO Box 1968  
Grand Island, NE 68802

Hall County Airport Authority  
Attn: Executive Director  
3743 Sky Park Road  
Grand Island, NE 68801

CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal corporation,

Dated: \_\_\_\_\_

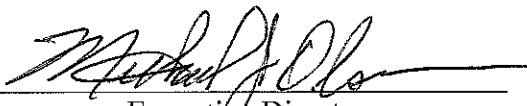
BY \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

DMS 4-9-09

HALL COUNTY AIRPORT AUTHORITY,  
A Political Subdivision

Dated: 4/8/09

BY   
Executive Director

Attest:   
Administrative Assistant

RESOLUTION 2009-78

WHEREAS, the Hall County Airport Authority is required to have a law enforcement officer present for security purposes during Transportation Security Administration screenings, and

WHEREAS, the Grand Island Police Department provides law enforcement officers at the Airport during such screenings, and

WHEREAS, the Hall County Airport Authority reimburses the City for the costs of providing law enforcement services to the Airport under an Interlocal Agreement, and

WHEREAS, the Interlocal Agreement between the Airport Authority and the City needs to be renewed.

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 the 2009 Interlocal Agreement Between the Hall County Airport Authority and the City of Grand Island.

Adopted by the City Council of the City of Grand Island, Nebraska, April 14, 2009.

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Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 9, 2009	☐ City Attorney



# City of Grand Island

Tuesday, April 14, 2009

Council Session

## Item G11

**#2009-79 - Approving Rescission of NO PARKING ZONE on the North Side of Koenig Street From Pine Street West 55 Feet**

Staff Contact: Steven P. Riehle, Public Works Director

# **Council Agenda Memo**

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

**Meeting:** April 14, 2009

**Subject:** Approving Recission of NO PARKING ZONE on the North Side of Koenig Street From Pine Street West 55 Feet

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

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

## **Background**

Council action is required to rescind a NO PARKING ZONE.

## **Discussion**

With the sale of the building at 302-304 S Pine Street (Old Fire Station No. 1) the NO PARKING ZONE is no longer needed on the north side of Koenig Street west of Pine Street. This NO PARKING ZONE was originally put in place to make room for a westbound turn onto Koenig Street for the emergency vehicles leaving the fire station.

## **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

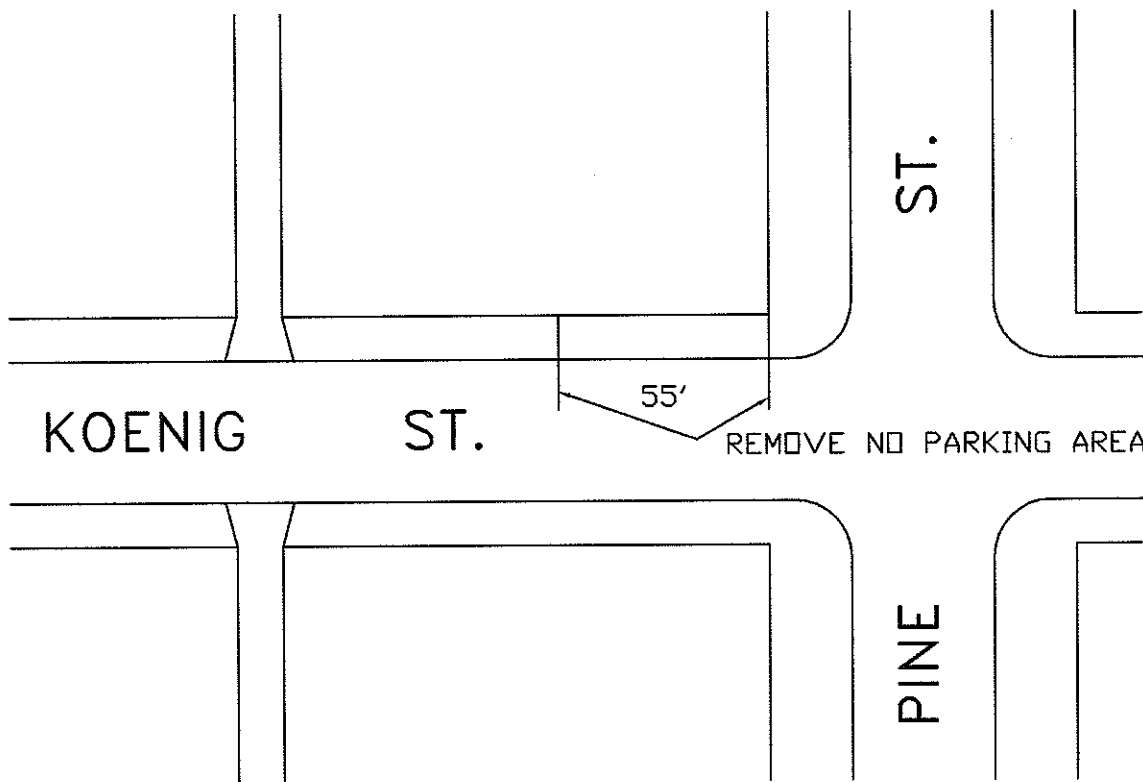
### **Recommendation**

City Administration recommends that the Council approve the rescission of the NO PARKING ZONE along the north side of Koenig Street from the west right-of-way line of Pine Street west for 55 feet.

### **Sample Motion**

Move to approve the rescission of the NO PARKING ZONE along the north side of Koenig Street from the west right-of-way line of Pine Street west for 55 feet.





RESOLUTION 2009-79

WHEREAS, it was directed No Parking be allowed along the north side of Koenig Street from the west right-of-way line of Pine Street west for 55 feet; and

WHEREAS, the City has sold the building located at 302-304 Pine Street and it is recommended the No Parking Zone be rescinded.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, the No Parking Zone along the north side of Koenig Street from the west right-of-way line of Pine Street west for 55 feet is rescinded and any past resolutions regarding this No Parking Zone are rescinded also.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 14, 2009.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, April 14, 2009

Council Session

## Item G12

**#2009-80 - Approving Authorization for Emergency Sanitary  
Sewer Manhole Repair on Locust Street, Between Anna Street and  
John Street**

Staff Contact: Steven P. Riehle, Public Works Director

# **Council Agenda Memo**

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

**Meeting:** April 14, 2009

**Subject:** Approving Authorization for Emergency Sanitary Sewer Manhole Repair on Locust Street, Between Anna Street and John Street

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

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

## **Background**

Due to a collapsing mahole in the median on Locust Street, between Anna Street and John Street emergency sanitary sewer repairs are needed.

## **Discussion**

The Diamond Engineering Company of Grand Island, Nebraska was hired by means of a purchase order in the amount of \$30,000 to effect the necessary repairs. Contact was made with two other contractors, Starostka Group and O'Hara Plumbing. Starostka Group's bid was \$39,398.83 and O'Hara Plumbing would not be available and is not interested unless Locust Street was closed for the repair.

The Diamond Engineering Company will be paid based on time and materials actually incorporated into the repair work, with a maximum of \$30,000.00. We are requesting permission to use the emergency procurement procedures as outlined in Section 27-13 of the City Code.

## **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 usage of the City's Emergency Procurement Procedures and pass a resolution authorizing The Diamond Engineering Company to perform the repairs.

### **Sample Motion**

Move to approve the use of the City's Emergency Procurement Procedures and authorize The Diamond Engineering Company to perform the repairs.

RESOLUTION 2009-80

WHEREAS, the Wastewater Division of the Public Works Department needed to perform an emergency sanitary sewer manhole repair in the median on Locust Street, between Anna Street and John Street; and

WHEREAS, the estimated cost is \$30,000.00 (actual cost based on time and materials); and

WHEREAS, The Diamond Engineering Company of Grand Island, Nebraska has been requisitioned to do said repairs; and

WHEREAS, a quote for such sanitary sewer manhole repair was obtained from two other contractors.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the sanitary sewer manhole repair in the median on Locust Street, between Anna Street and John Street by The Diamond Engineering Company of Grand Island, Nebraska, at a maximum cost of \$30,000.00 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 14, 2009.

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

Attest:

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

Approved as to Form	☐ _____
April 8, 2009	☐ City Attorney



# City of Grand Island

Tuesday, April 14, 2009

Council Session

## Item G13

**#2009-81 - Approving Change Order Number 1 for Application of a Corrosive Resistant Coating System to Concrete Surfaces of Odorous Air Scrubbing Filter (WWTP Bio Filter Number 1)**

Staff Contact: Steven P. Riehle, Public Works Director

# **Council Agenda Memo**

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

**Meeting:** April 14, 2009

**Subject:** Approving Change Order Number 1 for Application of a Corrosive Resistant Coating System to Concrete Surfaces of Odorous Air Scrubbing Filter (WWTP Bio Filter Number 1)

**Item #'s:** G-13

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

## **Background**

Mongan Painting Co. Inc. of Cherokee, Iowa was awarded a \$41,481.29 contract at the October 28, 2008 council meeting. The contract was for the application of a corrosive resistant coating system to concrete surfaces of odorous air scrubbing filter (WWTP Bio Filter Number 1) at the Wastewater Treatment Plant. The Bio Filter is used to scrub odorous air from portions of the solid handling processes at the plant.

## **Discussion**

The staff at the Wastewater Treatment Plant was able to erect the structural skeleton supports for weather protection. With this work being performed by staff the contract price was able to be reduced by \$1,500.00 for a revised contract price of \$39,981.29.

## **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 Number 1 for Application of a Corrosive Resistant Coating System to Concrete Surfaces Of Odorous Air Scrubbing Filter (WWTP Bio Filter Number 1).

## **Sample Motion**

Move to approve Change Order Number 1 for Application of a Corrosive Resistant Coating System to Concrete Surfaces Of Odorous Air Scrubbing Filter (WWTP Bio Filter Number 1).

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

**CHANGE ORDER NUMBER 1**

**Date of Issuance:** April 14, 2009

**PROJECT:** Application of a Corrosive Resistant Coating System to Concrete Surfaces of Odorous Air Scrubbing Filter (Bio Filter Number 1) at the Wastewater Treatment Plant

**CONTRACTOR:** Mongan Painting Co. Inc., of Cherokee, Iowa

**CONTRACT DATE:** October 28, 2008

The staff at the Wastewater Treatment Plant was able to erect the structural skeleton supports for weather protection.

The list of quantity's in Change Order Number 1 are:

**Description**

City of Grand to erect the structural skeleton supports for weather protection	<u>\$(1,500.00)</u>
--	---------------------

<b>TOTAL</b>	<b><u>\$(1,500.00)</u></b>
--------------	----------------------------

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

Contract Price Prior to This Change Order .....	\$41,481.29
Net Increase/Decrease Resulting from this Change Order .....	\$ (1,500.00)
Revised Contract Price Including this Change Order .....	<u>\$39,981.29</u>

**Approval Recommended:**

By \_\_\_\_\_  
Steven P. Riehle, Public Works Director

Date \_\_\_\_\_

**The Above Change Order Accepted:**

\_\_\_\_\_  
Mongan Painting Co. Inc.  
Contractor

By \_\_\_\_\_

Date \_\_\_\_\_

**Approved for the City of Grand Island:**

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

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

Date \_\_\_\_\_

RESOLUTION 2009-81

WHEREAS, on October 28, 2008, by Resolution 2008-309, the City of Grand Island awarded Mongan Painting Co, Inc. of Cherokee Iowa the bid in the amount of \$41,481.29 for the Application of a Corrosive Resistant Coating System to Concrete Surfaces of the Odorous Air Scrubbing Filter (WWTP Bio-Filter Number 1) at the Wastewater Treatment Plant; and

WHEREAS, it has been determined that Wastewater Division staff are able to erect the structural skeleton supports for weather protection; and

WHEREAS, it is recommended that such work be done by the staff at the Wastewater Treatment Plant; and

WHEREAS, the result of such work being performed by staff at the Wastewater Treatment Plant will decrease the contract amount by \$1,500.00 for a revised contract price of \$39,981.29.

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 Mongan Painting Co, Inc. of Cherokee, Iowa to provide work to be performed by staff at the Wastewater Treatment Plant as follows:

- Erect the structural skeleton supports for weather protection (by City).....(\$1,500.00)

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 14, 2009.

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

Attest:

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

Approved as to Form	☐ _____
April 8, 2009	☐ City Attorney



# City of Grand Island

Tuesday, April 14, 2009

Council Session

## Item G14

**#2009-82 - Approving Certificate of Final Completion for the Application of a Corrosive Resistant Coating System to Concrete Surfaces of Odorous Air Scrubbing Filter (WWTP Bio Filter Number 1)**

Staff Contact: Steven P. Riehle, Public Works Director

# **Council Agenda Memo**

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

**Meeting:** April 14, 2009

**Subject:** Approving Certificate of Final Completion for the Application of a Corrosive Resistant Coating System to Concrete Surfaces of Odorous Air Scrubbing Filter (WWTP Bio Filter Number 1)

**Item #'s:** G-14

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

## **Background**

Mongan Painting Co. Inc. of Cherokee, Iowa was awarded a \$41,481.29 contract on October 28, 2008. The contract was for the application of a corrosive resistant coating system to concrete surfaces of odorous air scrubbing filter (WWTP Bio-Filter Number 1) at the Wastewater Treatment Plant. The Bio-Filter is used to scrub odorous air from portions of the solids handling processes at the plant.

## **Discussion**

The project was completed in accordance with the terms, conditions and stipulations of the contract, plans and specifications. For a total cost of \$39,981.29.

## **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**

Public Works Administration recommends that the Council approve the Certificate of Final Completion for the Application of a Corrosive Resistant Coating System to Concrete Surfaces of Odorous Air Scrubbing Filter (WWTP Bio Filter Number 1).

## **Sample Motion**

Move to approve the Certificate of Final Completion for the Application of a Corrosive Resistant Coating System to Concrete Surfaces of Odorous Air Scrubbing Filter (WWTP Bio Filter Number 1).

## ENGINEER'S CERTIFICATE OF FINAL COMPLETION

For the Application of a Corrosive Resistant Coating System to Concrete Surfaces of  
Odorous Air Scrubbing Filter (WWTP Bio Filter Number 1)  
At the Wastewater Treatment Plant

CITY OF GRAND ISLAND, NEBRASKA  
April 14, 2009

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

This is to certify that the Application of a Corrosive Resistant Coating System to Concrete Surfaces of Odorous Air Scrubbing Filter (WWTP Bio Filter Number 1) has been fully completed by Mongan Painting Co., Inc. of Cherokee, Iowa under the contract dated October 28, 2008. 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 City Engineer/Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

If is further certified that the improvements as constructed include the following items and costs and that this certificate shall constitute the final payment for this work.

### **Application of a Corrosive Resistant Coating System to Concrete Surfaces of Odorous Air Scrubbing Filter (WWTP Bio Filter Number 1)**

<u>No.</u>	<u>Description</u>	<u>Unit</u> <u>Price</u>	<u>Unit</u>	<u>Total</u> <u>Quantity</u>	<u>Total</u> <u>Cost</u>
1.	Abrasive Blasting	\$ 2.10	s.f.	4,326.00	\$ 9,084.60
2.	Removal fiberglass angle (Removed by City forces Per Resolution 2008-309)	\$ 4.86	l.f.	0.00	\$ 0.00
3.	Repair of Concrete Surfaces	\$ 123.22	c.f.	90.00	\$11,089.40
4.	Flat Work (epoxy)	\$ 2.24	s.f.	1,552.00	\$ 3,476.48
5.	Vertical Wall (epoxy)	\$ 5.65	s.f.	1,005.00	\$ 5,678.25
6.	Trench Drain Bottom (epoxy)	\$ 2.24	s.f.	318.00	\$ 712.32
7.	Trench Drain Wall (epoxy)	\$ 2.24	s.f.	1,120.00	\$ 2,508.80
8.	Plenum (epoxy)	\$ 2.24	s.f.	331.00	\$ 741.44
9.	Cold Weather Protection	\$8,190.00	l.s.	1.00	\$ 8,190.00
9a.	Credit for erecting skeletal support Structure by City forces (See Change Order Number 1)	(\$1,500.00)	l.s.	1.00	(\$ 1,500.00)
<b>TOTAL COST</b>					<b>\$39,981.29</b>

**Total Cost of Application of a Corrosive Resistant Coating System to Concrete Surfaces of  
Odorous Air Scrubbing Filter (WWTP Bio Filter Number 1) \$39,981.29**

Respectfully submitted,

Steven P. Riehle  
City Engineer/Public Works Director

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

I hereby recommend that the Engineer's Certificate of Final Completion for the Application of a Corrosive Resistant Coating System to Concrete Surfaces of Odorous Air Scrubbing Filter (WWTP Bio Filter Number 1) be approved.

Respectfully submitted,

Margaret Hornady  
Mayor



RESOLUTION 2009-82

WHEREAS, the City Engineer/Public Works Director for the City of Grand Island has issued a Certificate of Final Completion for the Application of a Corrosive Resistant Coating System to Concrete Surfaces of Odorous Air Scrubbing Filter (WWTP Bio Filter Number 1), certifying that Mongan Painting Co., Inc. of Cherokee Iowa, under contract, has completed such work; 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.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for the Application of a Corrosive Resistant Coating System to Concrete Surfaces of Odorous Air Scrubbing Filter (WWTP Bio Filter Number 1), is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 14, 2009.

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

Attest:

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



# City of Grand Island

Tuesday, April 14, 2009

Council Session

## Item G15

**#2009-83 - Approving Certificate of Final Completion for the Application of a Corrosive Resistant Coating System to Concrete Surfaces of Odorous Air Scrubbing Filter (WWTP Bio Filter Number 2)**

Staff Contact: Steven P. Riehle, Public Works Director

# **Council Agenda Memo**

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

**Meeting:** April 14, 2009

**Subject:** Approving Certificate of Final Completion for the Application of a Corrosive Resistant Coating System to Concrete Surfaces of Odorous Air Scrubbing Filter (WWTP Bio Filter Number 2)

**Item #'s:** G-15

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

## **Background**

Mongan Painting Co. Inc. of Cherokee, Iowa was awarded a \$35,230.00 contract at the February 10, 2009 council meeting. The contract was for the application of a corrosive resistant coating system to concrete surfaces of odorous air scrubbing filter (WWTP Bio-Filter Number 2) at the Wastewater Treatment Plant. The Bio-Filter is used to scrub odorous air from portions of the solids handling processes at the plant.

## **Discussion**

The project was completed in accordance with the terms, conditions and stipulations of the contract, plans and specifications. The "credit for erecting skeletal support structure by City forces" for Bio Filter Number 2 was less than Bio Filter Number 1 because warmer weather required less work for the item "Structure Weather Protection". At a total cost of \$35,230.00.

## **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**

Public Works Administration recommends that the Council approve the Certificate of Final Completion for the Application of a Corrosive Resistant Coating System to Concrete Surfaces of Odorous Air Scrubbing Filter (WWTP Bio Filter Number 2).

### **Sample Motion**

Move to approve the Certificate of Final Completion for the Application of a Corrosive Resistant Coating System to Concrete Surfaces of Odorous Air Scrubbing Filter (WWTP Bio Filter Number 2).

## ENGINEER'S CERTIFICATE OF FINAL COMPLETION

For the Application of a Corrosive Resistant Coating System to Concrete Surfaces of  
Odorous Air Scrubbing Filter (WWTP Bio Filter Number 2)  
At the Wastewater Treatment Plant

CITY OF GRAND ISLAND, NEBRASKA  
April 14, 2009

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

This is to certify that the Application of a Corrosive Resistant Coating System to Concrete Surfaces of Odorous Air Scrubbing Filter (WWTP Bio Filter Number 2) has been fully completed by Mongan Painting Co., Inc. of Cherokee, Iowa under the contract dated February 11, 2009. 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 City Engineer/Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

If is further certified that the improvements as constructed include the following items and costs and that this certificate shall constitute the final payment for this work.

### **Application of a Corrosive Resistant Coating System to Concrete Surfaces of Odorous Air Scrubbing Filter (WWTP Bio Filter Number 2)**

<u>No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Unit</u>	<u>Total Quantity</u>	<u>Total Cost</u>
1.	Abrasive Blasting	\$ 2.10	s.f.	4,326.00	\$ 9,084.60
2.	Removal fiberglass angle (Removed by City forces Per Resolution 2009-28)	\$ 4.86	l.f.	0.00	\$ 0.00
3.	Repair of Concrete Surfaces	\$ 123.22	c.f.	90.00	\$11,089.40
4.	Flat Work (epoxy)	\$ 2.24	s.f.	1,552.00	\$ 3,476.48
5.	Vertical Wall (epoxy)	\$ 5.65	s.f.	1,005.00	\$ 5,678.25
6.	Trench Drain Bottom (epoxy)	\$ 2.24	s.f.	318.00	\$ 712.32
7.	Trench Drain Wall (epoxy)	\$ 2.24	s.f.	1,120.00	\$ 2,508.80
8.	Plenum (epoxy)	\$ 2.24	s.f.	331.00	\$ 741.44
9.	Structure Weather Protection	\$8,190.00	l.s.	1.00	\$ 8,190.00
9a.	Credit for erecting skeletal support Structure by City forces (See Change Order Number 1)	(\$6,251.29)	l.s.	1.00	(\$ 6,251.29)
<b>TOTAL COST</b>					<b>\$35,230.00</b>

**Total Cost of Application of a Corrosive Resistant Coating System to Concrete Surfaces of  
Odorous Air Scrubbing Filter (WWTP Bio Filter Number 2) \$35,230.00**

Respectfully submitted,

Steven P. Riehle  
City Engineer/Public Works Director

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

I hereby recommend that the Engineer's Certificate of Final Completion for the Application of a Corrosive Resistant Coating System to Concrete Surfaces of Odorous Air Scrubbing Filter (WWTP Bio Filter Number 2) be approved.

Respectfully submitted,

Margaret Hornady  
Mayor

RESOLUTION 2009-83

WHEREAS, the City Engineer/Public Works Director for the City of Grand Island has issued a Certificate of Final Completion for the Application of a Corrosive Resistant Coating System to Concrete Surfaces of Odorous Air Scrubbing Filter (WWTP Bio Filter Number 2), certifying that Mongan Painting Co., Inc. of Cherokee, Iowa, under contract, has completed such work; 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.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for the Application of a Corrosive Resistant Coating System to Concrete Surfaces of Odorous Air Scrubbing Filter (WWTP Bio Filter Number 2), is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 14, 2009.

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

Attest:

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



# City of Grand Island

Tuesday, April 14, 2009

Council Session

## Item G16

**#2009-84 - Approving Application for Edward Byrne Memorial  
Justice Assistance Grant (JAG) 2009**

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

Staff Contact: Steve Lamken



RESOLUTION 2009-84

WHEREAS, the Grand Island Police Department has received notification that they were eligible for \$113,218 in grant funds under the Byrne Justice Assistance (JAG) Program and the Hall County Sheriff's Department has been named as a disparate agency; and

WHEREAS the Grand Island Police Department as the applicant will act as the fiscal agent;  
and

WHEREAS, the Grand Island Police Department will be allocated \$84,913.50 of the grant funds; and

WHEREAS the Hall County Sheriff's Department will be allocated \$28,304.50 of the grant funds; and

WHEREAS, a public hearing was held on April 14, 2009, as required to discuss the proposed use of such funds; and

WHEREAS, it is proposed that the grant funds allocated to the Grand Island Police Department be used to purchase equipment to improve police reporting and communication processes.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that approval is hereby granted to use grant funds received from the Justice Assistance Grant program to purchase equipment toward improving police reporting and communication, and to provide \$28,304.50 to the Hall County Sheriff's Department.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 14, 2009.

---

Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 8, 2009	☐ City Attorney



# **City of Grand Island**

**Tuesday, April 14, 2009**

**Council Session**

## **Item G17**

**#2009-85 - Approving Contract Extension with the Grand Island  
Skeet and Sporting Clays Club, Inc.**

**Staff Contact: David Springer**

# **Council Agenda Memo**

**From:** Dave Springer, Finance Director

**Meeting:** April 14, 2009

**Subject:** Consideration of Loan Extension with Grand Island Skeet and Sporting Clays Club, Inc.

**Item #'s:** G-17

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

## **Background**

In March of 2004, the City agreed to assist the Grand Island Skeet and Shooting Club in the mutual goal of developing the Heartland Public Shooting Park, by extending them a loan of \$100,000 to be repaid over four years. The first three payments have been made to the City with the final installment due this year.

## **Discussion**

Due to the downturn in economic conditions, the Grand Island Skeet and Sporting Clays Club, Inc. is requesting that the final \$25,000 of the loan be paid over five years at \$5,000 annually. No other changes to the agreement were requested. The volunteered hours, expertise, and continued participation of the Club's members have assisted the City in developing what has become a nationally recognized shooting venue.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends approval of the loan extension request.

## **Sample Motion**

Move to approve the extension of the balance of the City's loan with the Grand Island Skeet and Shooting Clays Club, Inc. for five years.

**David Springer**

---

**From:** Kent Coen [kenco@nebraskatruck.com]

**Sent:** Tuesday, March 31, 2009 3:28 PM

**To:** David Springer

**Cc:** timo@oconnorandassoc.com; Steve Paustian

GRAND ISLAND SKEET AND SPORTING CLAYS CLUB, INC.  
March 31, 2009

Dave Springer  
Finance Director  
City of Grand Island, NE  
Grand Island, NE

Dear Mr. Springer:

On March 22, 2004 the Grand Island Skeet and Sporting Clays Club, Inc. entered into a contract with the City of Grand Island, NE to borrow \$100,000.00 continue our help in building the Heartland Public Shooting Park. We have repaid \$25,000.00 annually for three years beginning in the year 2006.

Our last payment will become due this year.

Due to current economic conditions I am requesting an extension of the final payment of \$25,000.00 to be paid in increments of \$5,000.00 per year beginning in 2009; all other stipulations remaining. It is not our intent to have this forgiven but to spread out the final payment for five more years.

Thank you.

Sincerely yours,

L. Kent Coen  
President  
Grand Island Skeet and Sporting Clays, Inc.  
Grand Island, NE  
308.380.0145 cell

3/31/2009

RESOLUTION 2009-85

WHEREAS, on March 22, 2004, by Resolution No. 2004-46, the Grand Island City Council approved a contract to loan \$100,000 to the Grand Island Skeet and Sporting Clays Club, Inc. to expedite the improvements to the Heartland Public Shooting Park; and

WHEREAS, said loan was to be repaid in four equal annual payments beginning in the year 2006; and

WHEREAS, three payments totaling \$75,000 have been repaid to the City; and

WHEREAS, a request has been made by the Grand Island Skeet and Shooting Club, Inc., that due to a depressed economy, that the remaining \$25,000 of the loan be repaid over the next five years, \$5,000 annually.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that approval is given for the Grand Island Skeet and Sporting Clays Club, Inc. to repay the balance owing on their loan from the City of \$25,000 in equal payments over the next five years.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 14, 2009.

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

Attest:

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

Approved as to Form	<input type="checkbox"/> _____
April 8, 2009	<input type="checkbox"/> City Attorney



# City of Grand Island

Tuesday, April 14, 2009

Council Session

## Item G18

**#2009-86 - Approving Sale of #6 Fuel Oil - Burdick Station**

Staff Contact: Gary R. Mader

# **Council Agenda Memo**

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

**Meeting:** April 14, 2009

**Subject:** Sale of Residual (No. 6) Fuel Oil

**Item #'s:** G-18

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

## **Background**

The City electric generating facilities are the Platte Generating Station and the Burdick Station. Platte is a coal-fueled steam turbine generator rated at 100 megawatts. It is the City's base-loaded generating facility, operating over 8,000 hours per year. The generating capacity at the Burdick Station consists of three steam turbine generators (92 megawatts total) and three combustion turbine generators (81 megawatts total). These units use natural gas as their primary fuel, and because of their fuel cost being higher than coal, they are used as peaking units during high load demand periods, about 400 to 500 hours per year. Additionally, because of their quick start characteristics (less than 15 minutes), the combustion turbines are used instead of the steam turbine units, which were originally designed as base load units in the 1950's and 1960's.

As a contingency for times when the natural gas supply could be interrupted, both types of units at Burdick Station can use fuel oil as a backup fuel source. The combustion turbines utilize distillate (No. 2) fuel oil, which is similar to diesel, while the older steam units utilize residual (No. 6) fuel oil, which is a byproduct of the oil refining process. No. 6 fuel oil is usually less expensive than No. 2 fuel oil, but requires heating for handling and combustion and is better suited for base-load units. With the addition of 33 megawatts of coal-fueled generation from the City's participation in the Nebraska City Unit 2 starting this year, and an additional 15 megawatts in the Whelan 2 project at Hastings in 2011, the mission of the older steam units at Burdick will be more of a standby role for disruptions of electric system operations. This role is better suited for the quick start abilities of the combustion turbines.

As a result, the need for the inventory of the No. 6 fuel oil is minimized. The use of the No. 6 oil requires a steam unit to be fired on natural gas for two to three days to heat the oil for use, which is not timely in an emergency. Burdick Station currently has about



2,000,000 million gallons of No. 6 fuel oil in storage. As a means of funding for expanding the No. 2 fuel oil inventory for use in the combustion turbines as the contingency fuel source, bids for the sale of 1,500,000 gallons of No. 6 fuel oil were solicited by the Utilities Department.

### **Discussion**

The specifications for the Residual (No. 6) Fuel Oil were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on March 25, 2009. Specifications were sent to four potential bidders and responses were received as listed below.

Bidder	Bid Price
Jebro, Inc., Sioux City, IA	\$0.45 per gallon
Werner Construction, Inc., Hastings, NE	\$0.37 per gallon

The bids were reviewed by plant engineering staff. They are compliant with the specifications.

### **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 sale of Residual (No. 6) Fuel Oil to Jebro, Inc. of Sioux City, IA, as the high responsive bidder, with the bid price of \$0.45 per gallon.

### **Sample Motion**

Move to approve award of the bid of \$0.45 per gallon from Jebro, Inc. for the sale of Residual (No. 6) Fuel Oil as submitted.



**Working Together for a  
Better Tomorrow. Today.**

## **CONTRACT DOCUMENT**

**for**

## **RESIDUAL (NO. 6) FUEL OIL**

**Platte Generating Station  
City of Grand Island Utilities  
Grand Island, Nebraska**

**Contractor:**

**JEBRO INC.  
2303 BRIDGEPORT DRIVE  
SIOUX CITY, IA 51111**

**Award Date:**

**MARCH 24, 2009**

## **RESIDUAL (NO. 6) FUEL OIL**

### **TABLE OF CONTENTS**

**Contract Agreement**

**Contractor's Bid**

**Bid Specification**

**Uniform Sales & Use Tax Certificate – Multi-jurisdiction**

# **CONTRACT AGREEMENT**

## **SALES CONTRACT AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the CITY OF GRAND ISLAND, NEBRASKA, a municipal corporation under the laws of the State of Nebraska citing through their Council, as Party of the First Part and hereinafter termed the "City" and

JEBRO, INC. of 2303 Bridgeport Drive, Sioux City, IA 51111, Party of the Second Part and hereinafter termed the "Contractor",

### **WITNESSETH:**

**THAT WHEREAS:** The City has caused to be prepared specifications and other Contract Documents for the work herein described, and has approved and adopted said Contract Documents and has caused to be published an advertisement inviting sealed proposals for:

Residual (No. 6) Fuel Oil

Specified herein, in accordance with the terms of the Contract; and

**WHEREAS**, the said Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and

**WHEREAS**, the City has publicly opened, examined, and canvassed the Proposals submitted in response to the published invitation therefore and, as a result of said canvass has determined and declared the aforesaid Contractor to be the highest and/or best bidder for:

Residual (No. 6) Fuel Oil

And has duly awarded to the said Contractor a contract therefore, as stated more in detail in the Contract Documents, to wit: Advertisement to Bidders, Instructions to Bidders, Bid, Contract Detailed Specifications, and Contract Agreement all of which documents are attached hereto and made a part of this Contract, for the prices and amounts hereinafter set forth.

**NOW THEREFORE:** In consideration of the compensation to be paid to the City by the Contractor, and of the mutual agreements herein contained, the Parties of these presents have agreed and hereby agree, the City for itself and its successors and the Contractor for itself, himself, or themselves, or its, his or their successors and assigns, or its, his or their executors and administrators as follows:

**ARTICLE I:** That the Contractor shall (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services and facilities; (b) furnish all materials, supplies and equipment specified; (c) provide and perform all necessary labor; and (d) in good substantial and workmanlike manner and in accordance with the provisions of this Contract Document, execute and complete all

work included in and covered by the City's official award of this Contract to the said Contractor, such award being based on the acceptance by the City of items and subitems of the bid as follows:

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Jebro Inc. letter of proposal – dated March 24, 2009

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Uniform Sales and Use Tax Certificate – Multi-jurisdiction – dated March 27, 2009

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**ARTICLE II:** That the Contractor shall pay to the City for residual (No. 6) fuel oil, and the City will accept as full compensation therefore, the sum of:

Forty-Five Cents (\$0.45 per net gallon)

Payment thereof to be made in the following manner: The City shall invoice the Contractor monthly and payment terms are net 30 days from the date of the invoice. Contractor shall provide certified scale tickets and a full accounting of all fuel oil purchased.

**ARTICLE III:** Any and all suits for any and every breach of this Contract may be instituted and maintained in any court of competent jurisdiction in the County of Hall, State of Nebraska.

Any action at law, suit in equity or judicial proceedings for the enforcement of this Contract or any provision thereof shall be instituted only in the court of the State of Nebraska.

It is mutually understood and agreed that this Contract shall be governed by the laws of the State of Nebraska, both as to interpretation and performance.

The City makes no warranties or guarantees about the condition of the fuel oil and will not accept responsibility for its use.

**ARTICLE IV:** The Contractor shall purchase and maintain at Contractor's expense as a minimum insurance coverage of such types and in such amounts as to protect the Contractor and the interest of the City and others from claims which may arise out of or result from Contractor's operations under these Contract Documents, whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. Failure of Contractor to maintain proper insurance coverage shall not relieve him of any contractual responsibility or obligation.

**ARTICLE V:** In accordance with the laws of the State of Nebraska, when a nonresident contractor enters into agreement with the City to provide such services as outlined in these specifications, the Contract shall secure a Certificate of Authority to transact business within the State of Nebraska. A certified copy of such Certificate of Authority shall be provided by this Contractor to the City prior to performing any work under this Contract.

**IN WITNESS WHEREOF:** the Parties of the First and Second Parts have hereto set their hands and seals on the day and year above written.

**CITY OF GRAND ISLAND, NEBRASKA**

Party of the First Part

Approved as to form:

\_\_\_\_\_  
City Attorney

By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

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

**JEBRO INC.**

Party of the Second Part

By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Title \_\_\_\_\_

# **CONTRACTOR'S BID**





March 24, 2009

Tim Luchsinger  
Assistant Utilities Director  
City of Grand Island  
Grand Island, NE 68801

Dear Mr. Luchsinger:

Please find enclosed our response and bid for the Number 6 Fuel Oil for sale at your Burdick Station in Grand Island, NE.

We propose to pay the city of Grand Island \$0.45 per net gallon (net gallons, corrected to 60 F) loaded on transport trucks.

Our bid is contingent on the following:

- The No.6 Fuel Oil must be heated and maintained at a loading/transfer temperature of 180 degrees F.
- The No.6 Fuel Oil cannot exceed 2 percent sulfur. Sulfur content will be verified by a independent third party analysis once the tank(s) has reached pumping temperature and allowed to circulate for three days. The analysis will be performed at Jebro's expense.
- The No. 6 Fuel Oil cannot exceed 2 percent water. Water content will be verified by a independent third party analysis once the tank(s) has reached pumping temperature and allowed to circulate for three days. The analysis will be performed at Jebro's expense.

Sincerely,

A handwritten signature in blue ink that reads 'Chad Anderson'.

Chad Anderson  
General Manager of Heavy Fuels  
Jebro Incorporated

CITY OF GRAND ISLAND, NEBRASKA  
PLATTE GENERATING STATION / C.W. BURDICK GENERATING STATION  
UTILITIES DIVISION

PROPOSAL TO PURCHASE / BID FORM

The undersigned bidder agrees to purchase residual (No. 6) fuel oil, from the City of Grand Island, subject to the following conditions:

- ♦ The City offers this residual (No. 6) fuel oil for purchase by the general public as a whole unit, with one lump sum price.
- ♦ Contact Tim Luchsinger, Platte Generating Station Assistant Utilities Director at (308) 385-5494 from 8:00 am – 3:30 p.m., Monday through Friday for any questions.
- ♦ The City makes no warranties or guarantees about the condition of the fuel oil and will not accept responsibility for its use.
- ♦ The residual fuel oil cannot exceed 2% sulfur and 2% water content.
- ♦ The successful bidder shall pay a good faith deposit of 25% of the bid price within ten (10) working days after bid acceptance. Failure of the buyer to pay the good faith deposit voids the agreement. The balance of the bid price is due by certified check when the residual (No. 6) fuel oil is picked up.
- ♦ The successful bidder must remove all residual (No. 6) fuel oil within 30 days of submitting the good faith deposit.

BID PRICE:

net gallon corrected to 60 d F.

Unit Price Bid: \$ 0.45 per pound. Contractor is aware that the approximate amount to be sold is 1,500,000 gallons, however, payment shall be based on the actual amount transferred. Contractor shall provide certified scale tickets for each truck load of fuel oil.

Estimated unloading time required by the Contractor: 30 days after reaching pumping temperature.

Total Estimated Bid Six hundred and seventy five thousand DOLLARS (\$ 675,000.00)

Dated this 24 th day of March, 2009.



Signature of Bidder

Jebro Incorporated  
2303 Bridgeport Drive  
Sioux City, IA 51111

Address

Chad Anderson  
Name of Person Completing Bid  
(please print)

(712) 490-3707  
Telephone Number

# **SPECIFICATIONS**



Working Together for a  
Better Tomorrow. Today.

## **FOR SALE TO GENERAL PUBLIC SPECIFICATION PACKAGE**

**for**

## **RESIDUAL (NO. 6) FUEL OIL**

**Bid Opening Date/Time**

**Wednesday, March 25, 2009**

**City of Grand Island, Platte Generating Station**

**Contact**

**City of Grand Island – Utilities Department**

**Platte Generating Station**

**Tim Luchsinger, Assistant Utilities Director**

**308/385-5494**

**Date issued: March 6, 2009**

**ADVERTISEMENT  
FOR SALE TO GENERAL PUBLIC**

**RESIDUAL (NO. 6) FUEL OIL**

**CITY OF GRAND ISLAND, NEBRASKA  
UTILITIES DIVISION**

Sealed bids will be **received at Platte Generating Station**, 1035 W. Wildwood Drive, Grand Island, Nebraska 68801, until **1:00 p.m. (local time), on Wednesday, March 25, 2009**, for sale of Residual (No. 6) Fuel Oil at the C.W. Burdick Generating Station. Bids received after the specified time will be returned unopened to sender.

The fuel oil is stored in aboveground storage tanks connected to a transfer pump station. The transfer pump is rated at 100 gallons per minute. The City will provide steam heating to the tanks and piping for continuous loading of semi-trailer tank trucks and operating personnel for the transfer pump. The Contractor shall provide all transportation for the fuel and personnel for connection of loading hoses. Trucks and drivers shall be licensed and permitted for over-the-road transportation of fuel oil.

Firm bids based on a unit price per pound shall be included. The approximate amount to be sold is 1,500,000 gallons; however, payment shall be based on the actual amount transferred. The Contractor shall provide certified scale tickets for each truck load of fuel oil. The bid shall also include the estimate unloading time required by the Contractor. Bids shall be submitted on forms furnished by the City, obtained by contacting Platte Generating Station, or online at [www.grand-island.com](http://www.grand-island.com) under Calendars.

The Purchaser reserves the right to reject any or all bids, to waive technicalities, and to accept whichever bid that may be in the best interest of the City, at its sole discretion.

RaNae Edwards, City Clerk

**CITY OF GRAND ISLAND, NEBRASKA  
PLATTE GENERATING STATION / C.W. BURDICK GENERATING STATION  
UTILITIES DIVISION**

**PROPOSAL TO PURCHASE / BID FORM**

The undersigned bidder agrees to purchase residual (No. 6) fuel oil, from the City of Grand Island, subject to the following conditions:

- ◆ The City offers this residual (No. 6) fuel oil for purchase by the general public as a whole unit, with one lump sum price.
- ◆ Contact Tim Luchsinger, Platte Generating Station Assistant Utilities Director at (308) 385-5494 from 8:00 am – 3:30 p.m., Monday through Friday for any questions.
- ◆ The City makes no warranties or guarantees about the condition of the fuel oil and will not accept responsibility for its use.
- ◆ The successful bidder shall pay a good faith deposit of 25% of the bid price within ten (10) working days after bid acceptance. Failure of the buyer to pay the good faith deposit voids the agreement. The balance of the bid price is due by certified check when the residual (No. 6) fuel oil is picked up.
- ◆ The successful bidder must remove all residual (No. 6) fuel oil within 30 days of submitting the good faith deposit.

**BID PRICE:**

Unit Price Bid: \$ \_\_\_\_\_ per pound. Contractor is aware that the approximate amount to be sold is 1,500,000 gallons, however, payment shall be based on the actual amount transferred. Contractor shall provide certified scale tickets for each truck load of fuel oil.

Estimated unloading time required by the Contractor: \_\_\_\_\_

Total Estimated Bid \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Person Completing Bid  
(please print)

\_\_\_\_\_  
Telephone Number

## **SALE OF RESIDUAL (NO. 6) FUEL OIL**

**SCOPE:** The City is selling approximately 1,500,000 gallons of residual (No. 6) fuel from its Burdick Station.

**DESCRIPTION:** The Burdick Station is located at 700 E. Bischeld in Grand Island. The fuel oil is stored in aboveground storage tanks connected to a transfer pump station. The transfer pump is rated at 100 gallons per minute. The City will provide steam heating to the tanks and piping for continuous loading of semi-trailer tank trucks and operating personnel for the transfer pump. The Contractor shall provide all transportation for the fuel and personnel for connection of loading hoses. Trucks and drivers shall be licensed and permitted for over the road transportation of fuel oil.

Firm bids based on a unit price per pound shall be included. The approximate amount to be sold is 1,500,000 gallons, however, payment shall be based on the actual amount transferred. The Contractor shall provide certified scale tickets for each truck load of fuel oil. The bid shall also include the estimate unloading time required by the Contractor.

**CONTACT:** For questions regarding this specification, contact Tim Luchsinger, Assistant Utility Director, at 308-385-5494.

**UNIFORM SALES AND USE  
TAX CERTIFICATE**



# UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2-4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: City of Grand Island, NE - Utilities Division

Address: C.W. Burdick Generating Station, 700 E. Bischeld, Grand Island, NE 68801

I certify that:

Name of Firm (Buyer): Jebro Incorporated

Address: 2303 Bridgeport Drive  
Sioux City, IA 51111

is engaged as a registered

☐ Wholesaler

☒ Retailer

☒ Manufacturer

☐ Seller (California)

☐ Lessor (see notes on pages 2-4)

☐ Other (Specify) \_\_\_\_\_

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service<sup>1</sup> to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

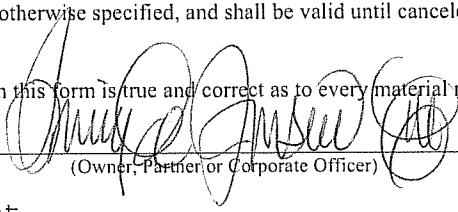
Description of Business: Manufacturer/Distributor of Asphalt, Oil, Fuel, and Recycled Oil Products

General description of tangible property or taxable services to be purchased from the seller: #6 FUEL

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL <sup>1</sup>		MO <sup>16</sup>	17926386
AR		NE <sup>17</sup>	2107651
AZ <sup>2</sup>		NV	
CA <sup>3</sup>		NJ	
CO <sup>4</sup>		NM <sup>4,18</sup>	
CT <sup>5</sup>		NC <sup>19</sup>	
DC <sup>6</sup>		ND	138511 00
FL <sup>7</sup>		OH <sup>20</sup>	
GA <sup>8</sup>		OK <sup>21</sup>	868706
HI <sup>4,9</sup>		PA <sup>22</sup>	
ID	003087454-S	RI <sup>23</sup>	
IL <sup>4,10</sup>		SC	
IA	197018908	SD <sup>24</sup>	1014-6103-ST
KS	005460314781F01	TN	105397644
KY <sup>11</sup>		TX <sup>25</sup>	3-20192-5950-9
ME <sup>12</sup>		UT	
MD <sup>13</sup>		VT	
MI <sup>14</sup>	U460314781	WA <sup>26</sup>	602-614-741
MN <sup>15</sup>	2624333	WI <sup>27</sup>	

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature:   
(Owner, Partner, or Corporate Officer)

Title: President

Date: 03/27/2009

RESOLUTION 2009-86

WHEREAS, the City Electric Department invited sealed bids for the sale of Residual (No. 6) Fuel Oil; and

WHEREAS, on March 25, 2009, bids were received, opened and reviewed; and:

WHEREAS, Jebro, Inc., of Sioux City, Iowa submitted a bid in accordance with the terms of the advertisement of bids and all other statutory requirements, such bid being in the amount of \$0.45 per gallon.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Jebro, Inc., of Sioux City, Iowa, in the amount of \$0.45 per gallon is approved as the highest bid for the sale of Residual (No. 6) Fuel Oil.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 14, 2009.

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

Attest:

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



# City of Grand Island

Tuesday, April 14, 2009

Council Session

## Item G19

**#2009-87 - Approving Intent to Annex Property Located South of  
Case New Holland and West of Highway 281**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Hall County Regional Planning Department

**Meeting:** April 14, 2009

**Subject:** Annexation of Property Located in the SE ¼ of the NE ¼  
Section 25, Township 11, and Range 10 West of U.S.  
Highway 281 and South of Case New Holland

**Item #'s:** G-19

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

## **Background**

A request has been received to consider annexation of property located in the SE 1/4 of the NE 1/4, Section 25, Township 11, Range 10, located west of U.S. Highway 281 and south of Case New Holland. City sewer and water are available. This action came before the City Council at their March 10, 2009 City Council meeting and was approved. A public hearing date of April 14, 2009 was set. State statutes require a publication date of not less than 10 days before the public hearing. The publication date was missed for the April 14, 2009 meeting, so council is requested to approve a new resolution setting April 28, 2009 for the public hearing on the proposed annexation.

## **Discussion**

Nebraska Revised Statute §16-117 provides for the process of annexation. In following the schedule set out when this matter was referred to the Regional Planning Commission for recommendation. The second action in this process for Council is to pass a resolution stating their intent to annex, approve an annexation plan and set public hearing for comment on the annexation request before council.

## **Alternatives**

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

1. Approve the resolution of intent to annex, the attached annexation plan, and set public hearing on annexation for property located south of Case New Holland and west of Highway 281.
2. Choose not to approve the resolution of intent to annex, the attached annexation plan, and set public hearing.
3. Modify the resolution of intent to annex, the attached annexation plan, and/or the public hearing date.
4. Postpone the issue

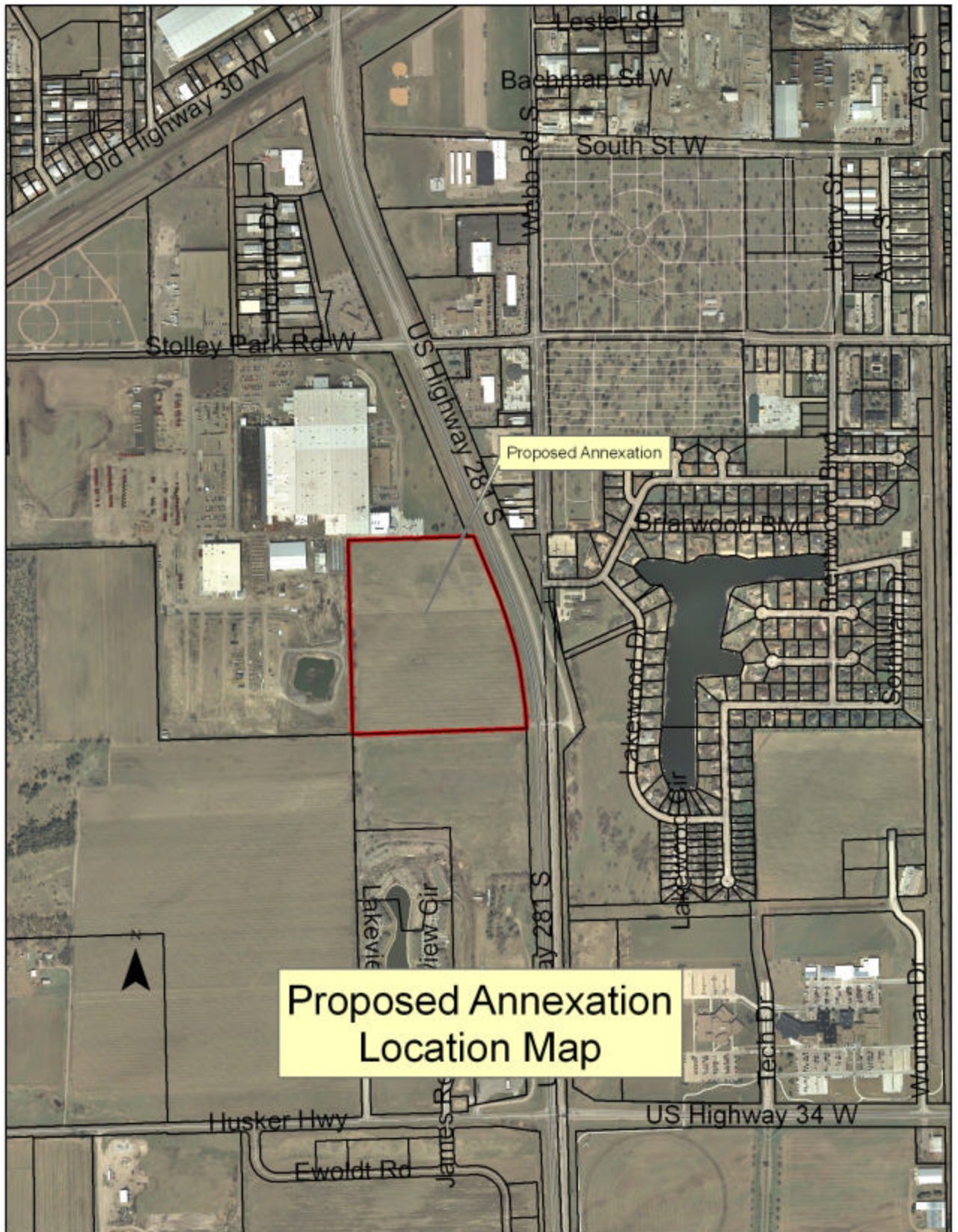
### **Recommendation**

At the March 4, 2009 meeting of the Hall County Regional Planning Commission a public hearing was held to take comment on this request for annexation and no members of the public presented testimony. A motion was made by Haskins to approve the annexation request and seconded by Aquilar. A roll call vote was taken and the motion passed with 7 members present (Aguilar, Amick, Ruge, Hayes, Haskins, Bredthauer, Snodgrass) all voting in favor.

City staff also recommends that the Council approve the resolution of intent to annex, the attached annexation plan, and set public hearings on annexation for.

### **Sample Motion**

Move to approve the resolution of intent to annex, the attached annexation plan, and set public hearing on annexation requests for Case New Holland.



# **ANNEXATION PLAN –February 2009**

February 13, 2009

## **OVERVIEW**

Section 16-117 of The Nebraska State Statute allows municipalities of the first class to annex any contiguous or adjacent lands, lots, tracts, streets, or highways that are urban or suburban in character and in such direction as may be deemed proper.

Regulations governing municipal annexation were implemented in order to develop an equitable system for adding to and increasing city boundaries as urban growth occurs. Areas of the community that are urban in nature, and are contiguous to existing boundaries, are appropriate for consideration of annexation.

Annexation of urban areas adjacent to existing city boundaries can be driven by many factors. The following are reasons annexation should be considered:

1. Governing urban areas with the statutorily created urban form of government, municipalities have historically been charged with meeting the needs of the expanded community.
2. Provide municipal services. Municipalities are created to provide the governmental services essential for sound urban development and for the protection of health, safety and well being of residents in areas that are used primarily for residential, industrial, and commercial purposes.
3. Ensure orderly growth pursuant to land use, building, street, sidewalk, sanitary sewer, storm sewer, water, and electrical services.
4. Provide more equitable taxation to existing property owners for the urban services and facilities that non-city residents in proposed annexation areas use on a regular basis such as parks, streets, public infrastructure, emergency services, retail businesses and associated support.
5. Ensure ability to impose and consistently enforce planning processes and policies.
6. Address housing standards and code compliance to positively impact quality of life for residents.
7. Enable residents of urban areas adjacent to city to participate in municipal issues, including elections that either do or will have an impact on their properties.
8. Anticipate and allocate resources for infrastructure improvements.
9. Increase number of street or lane miles while increasing gas tax dollars received from the Nebraska Department of Roads.
10. Provide long term visioning abilities as it relates to growth and provision of services.

## **Other Factors**

Annexation of adjacent properties can also be considered upon the request of the owner(s) of the property. Case New Holland has requested that the City annex its property in the SE ¼ of the NE ¼ of 25-11-10. They have also requested that this property be rezoned from TA Transitional Agriculture to M1 Light Manufacturing.

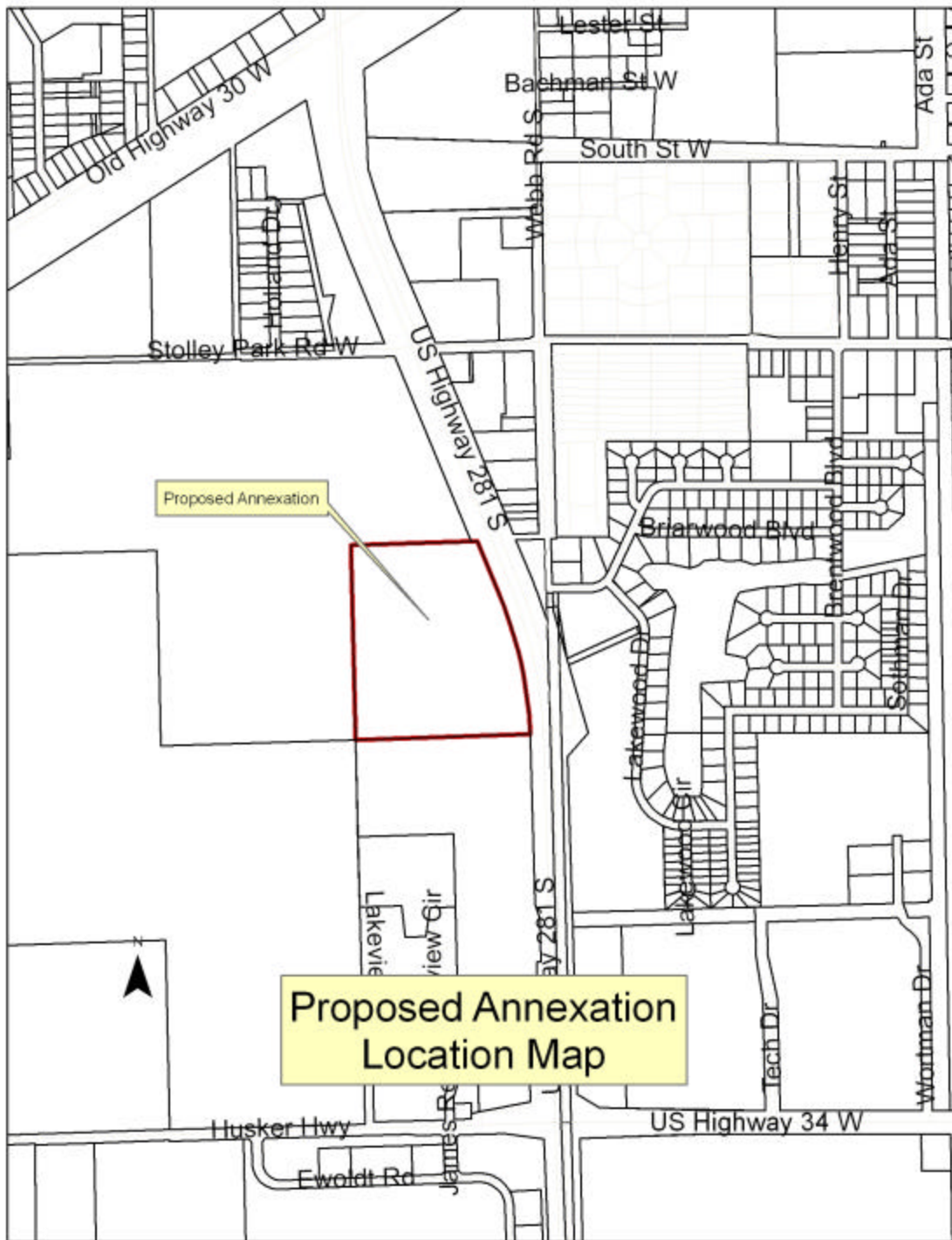
A comprehensive inventory of services and facilities, relative to the types and level of services currently being provided as well as the types of level of services anticipated as a result of annexation, has been developed.

The inventory includes general information concerning:

- Existing infrastructure in affected area(s)
- Summary of expenditures to extend existing infrastructure
- Summary of operating expenditures associated with increased services
- Emergency services

The service plan incorporates detailed elements of the inventory. The inventory and resulting service plan should be the basis for discussions concerning each specific area identified for potential annexation. ***It should be noted that the capital improvements to existing infrastructure and extending services will take place over a period of time in order to ensure adequate time for planning, designing, funding and constructing such a sizable number of projects while protecting the financial integrity of the City's enterprise funds. The service plan provides for extending the trunk water and sanitary sewer lines to the annexed area. Individual property owners will be responsible for the cost of extending services through neighborhoods and for connecting their properties to the public systems.***





## **Case New Holland Property**

The Case New Holland property is located in the southwest part of the community. It is west of US. Highway 281 and south of Case New Holland building. The City of Grand Island provides electric services to the area. Sewer and water are both available to this property.

### INVENTORY OF SERVICES

1. Police Protection. The City of Grand Island Police Department will provide protection and law enforcement services in the annexation area. These services include:

- Normal patrols and responses
- Handling of complaints and incident reports
- Investigation of crimes
- Standard speed and traffic enforcement
- Special units such as traffic enforcement, criminal investigations, narcotics, and gang suppression

These services are provided, on a city-wide basis, by over 89.75 employees. The Police Department is staffed at a rate of 1.72 officers per one thousand population. No additional officers will be necessary to maintain this ratio if all proposed area is annexed.

2. Fire Protection. The City of Grand Island Fire Department will provide emergency and fire prevention services in the annexation area. These services include:

- Fire suppression and rescue
- Hazardous materials incident response
- Periodic inspections of commercial properties
- Public safety education

These services are provided, on a city-wide basis, by 69 employees operating from four fire stations. The nearest fire station is Station #3 located on Webb Road, across U.S. 281 from the nearest part of the proposed annexation area.

3. Emergency Medical Services. The City of Grand Island is the current provider of local emergency medical services in the city and will provide this service in the annexed area.

- Emergency medical and ambulance services
- Emergency dispatch (provided by the City/County Emergency Management Department)

The City of Grand Island Fire Department provides these services, on a city-wide basis. Fire personnel are emergency medical technicians and 27 are certified paramedics.

4. Wastewater (Sanitary Sewer). The City of Grand Island will provide sanitary sewer services in the area through existing sewer lines. No city costs would be anticipated.

5. Maintenance of Roads and Streets. The City of Grand Island, Public Works Department, will maintain public streets over which the City has jurisdiction. These services include:

- Snow and ice removal
- Emergency pavement repair
- Preventative street maintenance
- Asphalt resurfacing
- Ditch and drainage maintenance
- Sign and signal maintenance
- Asphalt resurfacing

U.S. Highway 281 is maintained by the State of Nebraska.

6. Electric Utilities. This Annexation area is currently provided electrical services by the City of Grand Island. The services appear adequate to meet the needs of the area. These services include:

- Electric utility services
- Street lights

7. Water Utilities. The City of Grand Island, Utilities Department, currently maintains the water utilities services for the proposed annexation area.

8. Maintenance of Parks, Playgrounds, and Swimming Pools No impact is anticipated as a result of annexation. Recreation facilities and area amenities, including parks and pools, that are privately owned and operated, or operated and maintained by another governmental entity, will be unaffected by the annexation.

9. Building Regulations. The City of Grand Island, Building Department, will oversee services associated with building regulations, including:

- Commercial Building Plan Review
- Residential Building Plan Review
- Building Permit Inspections and Issuance
- Investigation of complaints relative to Minimum Housing Standards
- Regulation of Manufactured Home Parks
- Investigation of Illegal Business Complaints
- Investigation and Enforcement of Zoning Violations

10. Code Compliance. The City of Grand Island's Legal Department and Code Compliance division will continue to provide the following services associated with enforcing compliance with the City Code:

- Enforcement Proceedings for Liquor and Food Establishment Violations
- Investigation and Enforcement of Complaints Regarding Junked Vehicles and Vehicle Parts, Garbage, Refuse and Litter
- Investigation of Enforcement of Complaints Regarding Weed and Animal Violations  
Providing Enforcement Support to Other Departments for City Code and Regulatory Violations

11. Other City Services. All other City Departments with jurisdiction in the area will provide services according to city policies and procedures.

Summary of Impacts	
Police Protection	No Impact
Fire Protection	No Impact
Emergency Medical Services	No Impact
Wastewater	Available
Roads and Streets	No Impact
Electric Service	Already in GI Service Area
Water Service	Available
Parks, Playgrounds and Swimming Pools	No Impact
Building Regulations	Already Subject to GI Regulations
Code Compliance	Already Subject to GI Regulations
Other	No Impact
School District	In Cedar Hollow/Northwest School District

## Financial Impacts of Case New Holland Properties Annexation

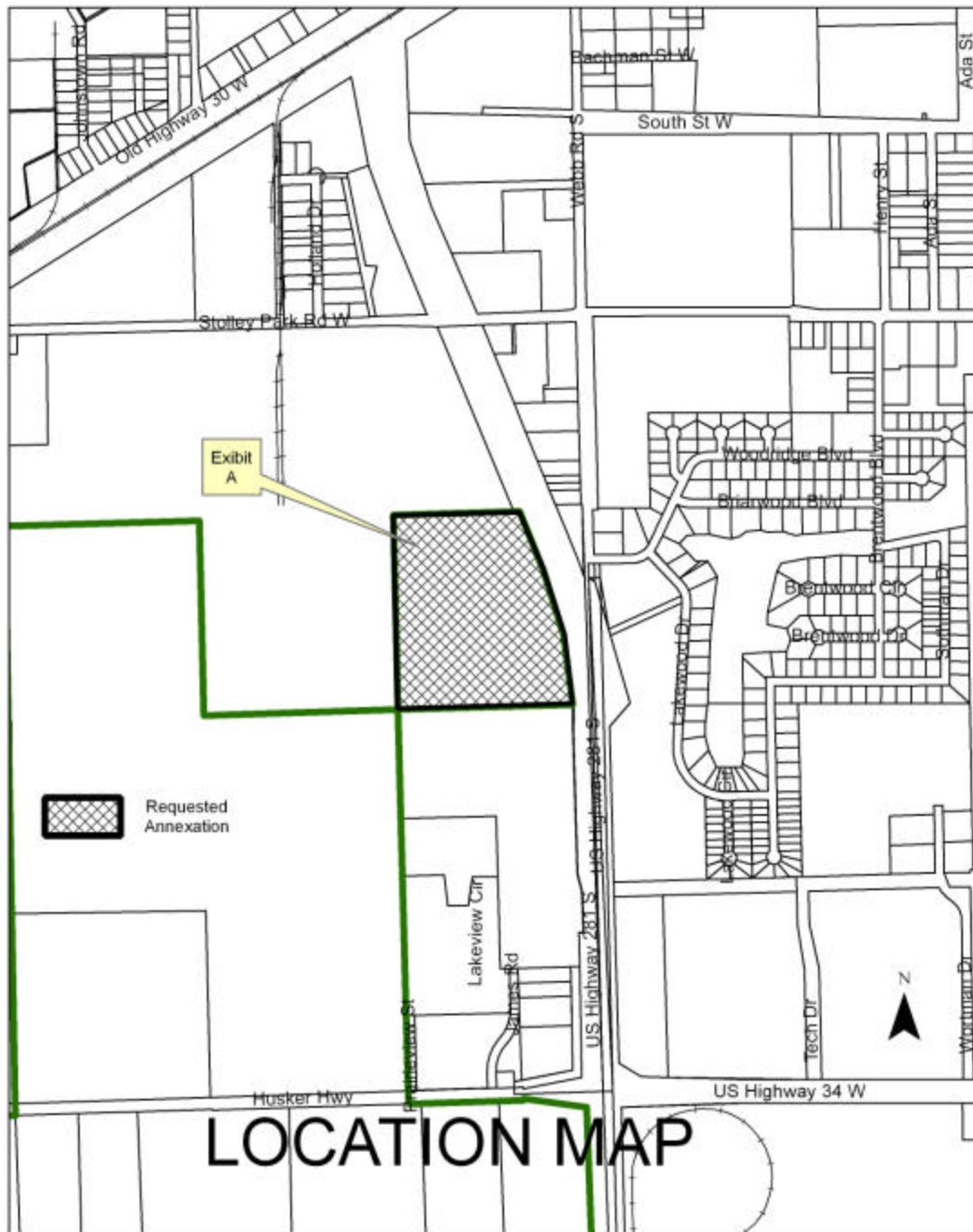
Financial Impact	Before Annex	After Annex
Property Valuation	\$73,382	\$73,382
City sales tax now applicable		
<b>Assume \$73,382 Value</b>		
2008 City property taxes	0	0.250000/\$183.46.
Community Redevelopment Authority	0	0.020790/\$15.26
Rural fire services	0.056115/\$41.18	0/\$0
Fire Bond	0.0111665/\$8.56	0.0111665/\$8.56*
Northwest to GIPS	1.09358/\$802.49	1.071196/\$786.65
CH Bond	0.057563/\$42.24	0.057563/\$42.24*
NW Bond	0.059063/\$43.34	0.059063/\$43.34*

Hall County, ESU, Community College, NRD and other levies will not change.

Total property tax levy	1.892471/\$1388.73	2.092073/\$1535.21
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Depending on development these properties will connect to city water and sewer services and generate revenue for those enterprise funds based on the rate structure and usage.

\*previously approved bonds will remain with property until paid off



## **Agenda Item #5**

### **PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:**

February 19, 2009

**SUBJECT:** *Annexation of Properties (C-11-2009GI)*

**PROPOSAL:** To annex property as shown on the attached annexation plan.

### **OVERVIEW:**

This property is contiguous with (surrounded by) the Grand Island City Limits. The owners have requested annexation.

These properties are within the Grand Island Utilities Electrical Service District. These properties are all within the Cedar Hollow/Northwest School District. These annexations will not impact the two-mile extraterritorial jurisdiction of Grand Island.

### **RECOMMENDATION:**

That the Regional Planning Commission recommend that the Grand Island City Council annex these properties as presented.

\_\_\_\_\_ Chad Nabity AICP, Planning Director

## RESOLUTION 2009-87

WHEREAS, the City of Grand Island, in accordance with Neb. Rev. Stat. §16-117, et seq., is considering the annexation of the land and a plan for extending city services to the adjacent and contiguous land which is urban or suburban in character and legally described as follows and shown on Exhibit "A" attached hereto and incorporated herein by this reference:

*A tract of land located in part of the southeast quarter of the northeast quarter (se1/4, ne1/4) of section twenty-five (25), township eleven (11), north, range ten (10) west of the 6th p.m., in Hall County, Nebraska, except a certain tract more particularly described in quit claim deed recorded to the state of Nebraska in book 141, page 258, and except a certain tract more particularly described in appraiser's report recorded in book 9, page 67, and more particularly described as follows:*

*Commencing at the east quarter corner section 25-T11N-R10W; thence on an assumed bearing of S88°08'57"W upon and along the south line of the SE1/4, NE1/4 a distance of 132.51 feet to the northeast corner of Lot 2, Pedcor Second Subdivision, an addition to the City of Grand Island, Nebraska, said point also being the westerly right-of-way (ROW) line of US Highway #281 and the point of beginning; thence S88°09'55"W upon and along the south line of SE1/4, NE1/4, said line also being the north line of said Lot 2 a distance of 1189.55 feet to the southwest corner of said SE1/4, NE1/4, said point also being the northwest corner of said Lot 2; thence N01°24'18"W upon and along the west line of said SE1/4, NE1/4 a distance of 1322.52 feet to the northwest corner of said SE1/4, NE1/4; thence N88°18'32"E upon and along the north line of said SE1/4, NE1/4 a distance of 860.86 feet to said westerly row line of US Highway #281; thence S21°57'28"E along and upon said west row line a distance of 398.06 feet to a point of curvature; thence upon and along said westerly row line around a curve in a clockwise direction having a delta angle 20°00'15", an arc length 968.79 feet, a radius 2774.79, a chord bearing S12°42'30"E with a chord distance of 963.87 feet to the point of beginning. Said tract contains a calculated area of 1,412,514.37 square feet or 32.427 acres more or less*

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a plan outlining the city services available to the above-described land and showing or including: (a) the estimated cost impact of providing the services to such land, (b) the method by which the city is financing the extension of services to the land and how services already provided will be maintained, (c) a map drawn to scale clearly delineating the land proposed for annexation, (d) a map showing the current boundaries of the city, (e) a map showing the proposed boundaries of the City after the annexation, and (f) a map showing the general land-use pattern in the land proposed for annexation is hereby adopted and approved and shall be available for inspection during regular business hours in the office of the City Clerk.

BE IT FURTHER RESOLVED, that a public hearing before the Mayor and City Council on the proposed annexation shall be held at 7:00 p.m. on April 28, 2009, or as

Approved as to Form	<input type="checkbox"/>
April 9, 2009	<input type="checkbox"/> City Attorney



soon thereafter as the matter may be heard, in the Council Chambers at City Hall, 100 East First Street, Grand Island, Nebraska, to receive testimony from interested persons.

BE IT FURTHER RESOLVED, that the City Clerk be, and hereby is, authorized and directed to publish in the *Grand Island Independent* at least once, not less than ten days preceding the date of the public hearing, a copy of this Resolution and a map drawn to scale delineating the land proposed for annexation.

BE IT FURTHER RESOLVED, that the City Clerk be, and hereby is, authorized and directed to send by first-class mail, a copy of the resolution providing for the public hearing to the school boards of the school districts including the lands proposed for annexation.

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Adopted by the City Council of the City of Grand Island, Nebraska, April 14, 2009.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk

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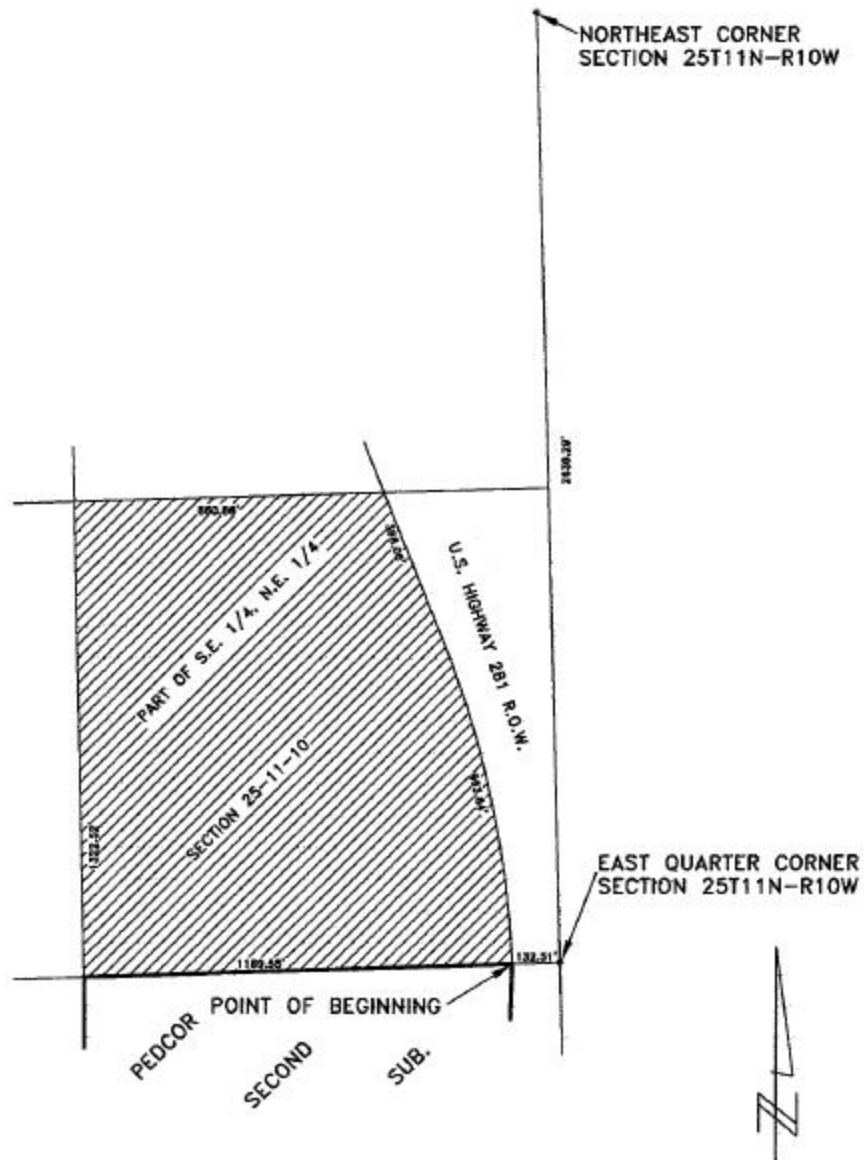


EXHIBIT "A"

CITY OF  
**GRAND ISLAND**  
PUBLIC WORKS DEPARTMENT

DATE: 2/26/09  
DRN BY: L.D.C.  
SCALE: 1" = 400'

AREA ANNEXED

Approved as to Form ☐ \_\_\_\_\_  
April 9, 2009 ☐ City Attorney



# City of Grand Island

Tuesday, April 14, 2009

Council Session

## Item G20

**#2009-88 - Approving Amendment No. 2 to the Agreement with Kirkham Michael for Engineering Consulting Services for Storm Sewer Design Relative to the Wasmer Detention Cell**

Staff Contact: Steven P. Riehle, Public Works Director

# **Council Agenda Memo**

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

**Meeting:** April 14, 2009

**Subject:** Approving Amendment No. 2 to the Agreement with Kirkham Michael for Engineering Consulting Services for Storm Sewer Design Relative to the Wasmer Detention Cell

**Item #'s:** G-20

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

## **Background**

Any amendments to an agreement must be approved by the city council. On July 25, 2006 the city council approved a resolution to enter into an agreement with Kirkham Michael for Engineering Consulting Services. The agreement provides for design of storm sewer from the Nebraska Department of Roads project to widen US HWY 30 to the Wasmer Detention Cell.

On January 9, 2007 City Council approved Amendment No. 1 to the original agreement. Amendment No. 1 provided for additional survey and design work related to utility and drainage conflicts.

## **Discussion**

During Nebraska Department of Roads & City of Grand Island Staff review of the plans and specifications additional items were added, which consist of grading permits, utility conflict details, updates to quantities and opinion of costs. The total cost of Amendment No. 2 is \$7,730.00, for a revised contract total of \$92,604.44.

## **Alternatives**

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

1. Move to approve Amendment No. 2 to the agreement.

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

### **Recommendation**

Public Works Administration recommends that the Council approve the amendment to the agreement.

### **Sample Motion**

Move to approve the amendment.

April 6, 2009

RE: Wasmer Drainage Design Storm Sewer Improvements  
Grand Island, Nebraska

Mr. David A. Goedecken, P.E.  
Manager of Engineering Services  
City of Grand Island  
100 East 1<sup>st</sup> Street  
P. O. Box 1968  
Grand Island, Nebraska 68802-1968

Dear Mr. Goedecken:

This letter serves as a request for additional project funds for design scope changes. Enclosed for your review and approval are two copies of the revised amendment authorization along with a detailed description of the tasks.

Briefly, the services associated with this amendment include the following items:

- Revise or update specific special provisions
- Provide Sediment and Erosion Control design and plan update, original scope of services did not provide for this task
- Address City of Grand Island watermain plan comments
- Update summary of quantities and opinion of costs
- Additional Project Management and coordination

The costs associated with the completion of the above tasks are \$ 7,730.00. Please sign the authorization where indicated, keep one copy for your records and return one copy for our records. Upon execution of this request by the City of Grand Island, the services described herein will commence and will be completed within one month of contract execution. Your favorable consideration of this amendment to the contract is appreciated.

Sincerely,

KIRKHAM MICHAEL

Robert D. Schutt, P.E.  
Project Manager

RDS/rds

Enclosure

cc: File

## Amendment Authorizing a Change in Scope of Services

In accordance with the Contract Terms and Conditions between the **City of Grand Island, Nebraska** and **Kirkham Michael** dated \_\_\_\_\_, this Amendment describes change(s) to the Scope of Services, Project Schedule and/or Engineering Fees for Kirkham Michael's services on the project known as:

### Wasmer Detention Cell Storm Sewer Design

**City of Grand Island, NE**

Authorized Representative:

Steve P. Riehle, P.E.  
Public Works Director

Address:

City of Grand Island  
100 East First Street  
P.O. Box 1968  
Grand Island, NE 68802-1968

Telephone No:

(308) 385-5444

**Kirkham Michael**

Authorized Representative:

Robert D. Schutt, P.E.  
Project Manager

Address:

12700 West Dodge Road  
Omaha, NE 68154

Telephone No:

(402) 255-3836

**TOPIC:** Amendment No. 2

**SCOPE:** See Attachment A

**ENGINEERING FEES:** See Attachment A

**TOTAL CHANGE IN PROJECT'S ESTIMATED FEES:** \$ 7,730.00

**TERMS AND CONDITIONS:** The terms and conditions of the Contract referenced above shall apply to this Addendum except to the extent expressly modified by this Addendum. In the event of any such modification, the modification shall be set forth on pages attached to this Addendum and signed on the last page by the Authorized Representatives. The Article of the Contract to be modified shall be specifically referenced in the modification, and the modification shall be precisely described.

The following signatures of the Authorized Representatives acknowledge acceptance of the terms of this Addendum.

**APPROVAL AND ACCEPTANCE:**

**City of Grand Island, Nebraska**

**Kirkham Michael**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Roger M. Helgoth, P.E.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST

\_\_\_\_\_



**City of Grand Island, Nebraska**  
**Wasmer Drainage Design Storm Sewer Improvements**  
**Amendment No. 2**  
**Summary of Tasks**

The tasks identified in this amendment are required to complete final plans and specifications for the subject project.

- a. Kirkham Michael Task – 1 Project Management: Includes management and coordination with City and subconsultant as well as other project activities including design review, invoicing and progress reporting on the specific tasks identified under the JEO tasks.  
Estimated Effort Task – 1 6 hrs.
- b. Kirkham Michael Task – 2 Special Provisions: This task identifies finalizing any revised or additional special provisions to the contract documents. Based upon these comments it is anticipated that Erosion Control Measures, and Project Dates will require revisions. This work does not include the updating of the “Summary of Required Contract Documents” section.  
Estimated Effort Task – 2 8 hrs.
- c. Kirkham Michael Task – 3 Opinion of Probable Cost Update: Review and update costs based upon work identified in the following tasks.  
Estimated Effort Task – 3 8 hrs.
- d. JEO Task – 1 Sediment and Erosion Control Design: Plans will be updated to include designed erosion and sediment control measures. This effort does not include preparation of the Stormwater Pollution Prevention Plan (SWPP), Notice of Intent (NOI), and the Notice of Termination (NOT).  
Estimated Effort JEO Task - 1 42 hrs.
- e. JEO Task – 2 City of Grand Island Comments: Address comments regarding water main relocations.  
Estimated Effort JEO Task – 2 20 hrs.
- f. Deliverables – Revised plan sheets printed on mylar (22” x 34”) signed and sealed shall be submitted to the City of Grand Island. Any sheets that did not require changes will not be re-printed. Revised or added special provisions and opinion of costs will be provided in both hardcopy and electronic form.
- g. Schedule – The identified deliverables will be transmitted to the City of Grand Island within one month of notice to proceed.

## Fee Breakdown

Original Contract

Kirkham Michael	\$38,450.44
Subconsultant - JEO	<u>\$28,424.00</u>

Original Contract Total	\$66,874.44
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Amendment No. 1 Amount

Kirkham Michael	\$ 5,882.00
Subconsultant - JEO	<u>\$12,118.00</u>

Amendment No. 1 Total	<u>\$18,000.00</u>
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Amendment No. 2 Amount

Kirkham Michael	\$ 2,940.00
Subconsultant - JEO	<u>\$ 4,790.00</u>

Amendment No. 2 Total	<u>\$ 7,730.00</u>
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Amended Contract Total	\$ 92,604.44
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**AMENDMENT TO AGREEMENT**  
**STORM SEWER IMPROVEMENTS**  
**CITY OF GRAND ISLAND, NEBRASKA**

**JEO PROJECT NO: 310D3**

**APRIL 6, 2009**

**REFERENCE:**

Standard form of agreement between Kirkham Michael and Associates, Inc. (Consultant) and JEO Consulting Group, Inc (Subconsultant) for professional services dated July 25, 2006. Except as noted below, all other terms and conditions remain unchanged.

**AMENDMENT No. 2:**

The additional scope of services described below shall be performed for this project.

**PROJECT DESCRIPTION:**

The primary objective of this additional work involves addressing additional comments made by the Nebraska Dept. of Roads as well as the City of Grand Island.

**Task 1: Sediment and Erosion Control Design**

JEO will develop a sediment and erosion control design that was not included in the originally contract. This sediment and erosion control information will be shown on the Construction and Removal Sheets (R1.1 – R3.4) and the any necessary detail sheets will be developed. It is anticipated that the SWPPP narrative and all NDEQ permit related correspondence will be prepared by the City of Grand Island or others. JEO will also provide any specification language necessary for the sediment and erosion control materials to the consultant for inclusion into the special provisions. JEO will also revise the construction cost opinion to reflect current market prices and items included since the last cost opinion.

**Task 2: City of Grand Island Comments**

JEO will address the City of Grand Island comments for the water main relocation at the intersection of 1<sup>st</sup> & Logan St. Based on communication from the City of Grand Island, it is understood that all of the other proposed water main relocations and storm sewer shall remain as designed.

**DELIVERABLES:**

JEO will provide the revised sheets only. Printed on mylar sheets (22"x34") signed and sealed to Kirkham Michael for review and signature. Any un-revised sheets will not be reprinted.

**PROJECT FEE:**

Subconsultant shall provide the services described above for an additional engineering fee for the lump sum amount of \$4,790.00. The revised contract amount for this project will be \$45,322.00. Consultant will be billed monthly for services to date. Invoices are due upon receipt.

Original Contract Amount	\$28,424.00
Amendment 1 (December 6, 2006)	\$12,118.00
Amendment 2	\$4,790.00
Amended Contract Amount	\$45,322.00

**PROJECT SCHEDULE:**

Subconsultant shall provide the services described above on approximately one month after receiving the notice to proceed.

Consultant:

---

Kirkham Michael and Associates, Inc

Subconsultant:

---

Lalit Jha, PE,  
JEO Consulting Group, Inc.

RESOLUTION 2009-88

WHEREAS, on July 25, 2006, by Resolution 2006-209, the City Council for the City of Grand Island awarded the proposal for engineering services for storm sewer design for the Wasmer Detention Cell to Kirkham Michael of Omaha, Nebraska; and

WHEREAS, on January 9, 2007, by Resolution 2007-12, the City Council for the City of Grand Island approved Amendment No. 1, in the amount of \$18,000.00, to the original agreement for consulting services to include additional surveys, utility research and water main design work; and

WHEREAS, after NDOR and City of Grand Island review of the plans and specifications additional items were added, which include grading permits, utility conflict details, updates to quantities and opinion of costs; and

WHEREAS, it is therefore necessary to amend the agreement for consulting services to include grading permits, utility conflict details, updates to quantities and opinion of costs, for a total cost of \$7,730.00; and

WHEREAS, due to Kirkham Michael's knowledge and experience working on this project, it is recommended that they continue providing engineering work to final completion of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 2, for the total amount of \$7,730.00, to the Agreement with Kirkham Michael for engineering consulting services for storm sewer design relative to the Wasmer Detention Cell is hereby approved, with a revised total contract price of \$92,604.44.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 14, 2009.

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

Attest:

\_\_\_\_\_

Approved as to Form	☐ _____
April 9, 2009	☐ City Attorney

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, April 14, 2009

Council Session

## Item H1

**Consideration of Request from Chris Woodward for a Conditional Use Permit for a Recycling Operation Located on St. Paul Road between Capital Avenue and Airport Road**

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

Staff Contact: Craig Lewis



# City of Grand Island

Tuesday, April 14, 2009

Council Session

## Item I1

**#2009-89 - Consideration of Request from Skagway Discount Dept. Stores, Inc. dba Skagway, 620 State Street for a Class "CK" Liquor License and Liquor Manager Designation for James Phipps, 1809 West Anna Street**

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

Staff Contact: RaNae Edwards



RESOLUTION 2009-89

WHEREAS, an application was filed by Skagway Discount Dept. Stores, Inc., doing business as Skagway, 620 State Street for a Class "CK" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on April 4, 2009; such publication cost being \$14.91; and

WHEREAS, a public hearing was held on April 14, 2009 for the purpose of discussing such liquor license application.

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

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

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

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

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

\_\_\_\_\_ The City of Grand Island hereby recommends approval of James Phipps, 1809 West Anna Street as liquor manager of such business.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 14, 2009.

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

Attest:

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

Approved as to Form	☐ _____
April 8, 2009	☐ City Attorney



# **City of Grand Island**

**Tuesday, April 14, 2009**

**Council Session**

## **Item I2**

**#2009-90 - Consideration of Resolution of Intent to Disestablish  
Business Improvement District No. 8**

**Staff Contact: Councilmember Larry Carney**

# **Council Agenda Memo**

**From:** Jeff Pederson, City Administrator

**Meeting:** April 14, 2009

**Subject:** Resolution Establishing May 12, 2009 at 7:00pm as the Date and Time for a Public Hearing on the Proposed Disestablishment of Business Improvement District No. 8

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

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

## **Background**

At the March 24 meeting of the City Council, Councilmember Carney brought to the City Council a petition that he had received from property owners requesting the disestablishment of Business Improvement District No. 8. The City Council then directed the preparation of a Resolution to be considered at the next Regular City Council meeting which would set forth a date and time for the conduct of a Hearing on the proposed disestablishment of BID No. 8.

## **Discussion**

In accordance with City Council directive, a Resolution was prepared by the Assistant City Attorney that includes all procedural requirements required by State statute.

It should be noted that the petition that was produced and was heretofore distributed to the City Council by Councilmember Carney has no binding effect on the decision of the Council to hold the Hearing, or to not hold the Hearing. Consideration of the Resolution is at the total discretion of the City Council.

Looking ahead to the prospect of a Hearing, State statute states that the City Council “may” disband the District following a Public Hearing, meaning that any decision to do so must be weighed on the merits of the testimony presented at the Hearing. Of equal importance is the existence of Nebraska Revised Statute Section 19-4027 which states that dissolution can not occur if over half of the assessable units in the District oppose the proposed dissolution.

## **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 has no recommendation on the Resolution.

## **Sample Motion**

The Resolution would be moved with a simple motion to move adoption of the Resolution.

## RESOLUTION 2009-90

WHEREAS, the City of Grand Island created Business Improvement District No. 8 with boundaries in the form hereinafter set forth; and

WHEREAS, Nebraska Revised Statute Section 19-4035 provides that the City Council may disestablish a district by ordinance after a hearing before the City Council; and

WHEREAS, the City Council has determined that a public hearing should be held on the proposed disestablishment of Business Improvement District No. 8.

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

1. The proposed disestablishment of Business Improvement District No. 8 shall be considered in public hearing before the City Council on May 12, 2009 at 7:00 p.m. in the Council Chambers at City Hall in Grand Island, Nebraska. At that hearing the City Council will:
  - a. Hear all protests and receive evidence for or against disestablishment;
  - b. Rule upon all written protests prior to the close of the hearing; and
  - c. Continue the hearing from time to time as necessary.
2. District Boundaries. The boundaries of Business Improvement District No. 8 are described as follows:

Beginning at a point being the intersection of the South line of Third Street and the West line of Kimball Avenue; thence South on the West line of Kimball Avenue to a point One Hundred Thirty-Two Feet (132') South of the South line of First Street; thence West on a line One Hundred Thirty-Two Feet (132') South of and parallel to the South line of First Street to the West line of Sycamore Street; thence Southerly on the Westerly line of Sycamore Street to the North line of Court Street; thence Westerly on the North line of Court Street to the West line of Pine Street; thence Southerly on the West line of Pine Street to the North line of Charles Street; thence Westerly on the North line of Charles Street and an extension thereof to the East line of Walnut Street; thence Northerly on the East line of Walnut Street to a point One Hundred Thirty-Two Feet (132') North of the North line of Division Street; thence West on a line One Hundred Thirty-Two Feet (132') North of and parallel to the North line of Division Street and an extension thereof to the East line of Cedar Street; thence Northerly on the East line of Cedar Street to the South line of First Street; thence West on the South line of First Street to the West line of Elm Street; thence Southerly on the West line of Elm Street for a distance of One Hundred Thirty-Two Feet (132'); thence Westerly on a line One Hundred Thirty-Two Feet (132') South of and parallel to the South line of First Street to the East line of Eddy Street; thence Northerly on the East line of Eddy Street to the South line of South Front Street; thence Easterly on the South line of South

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April 9, 2009	City Attorney

Front Street to the West line of Oak Street; thence Southerly on the West line of Oak Street to the South line of Third Street; thence Westerly on the South line of Third Street and an extension thereof to the point of beginning.

3. Notice. A copy of this resolution of intention shall be published one time in the *Grand Island Independent*, and a copy shall be mailed to each owner of taxable property as shown by the latest tax rolls of the Hall County Treasurer.

Adopted by the City Council of the City of Grand Island, Nebraska, April 14, 2009.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, April 14, 2009

Council Session

## Item I3

**#2009-91 - Consideration of Acquisition of Lease Agreement with the State of Nebraska for Property Located South of Eagle Scout Lake, West of Broadwell Avenue and North of Highway 2**

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

Staff Contact: Jeff Pederson

RESOLUTION 2009-91

WHEREAS, the City of Grand Island is interested in entering into a lease agreement with the State of Nebraska, Department of Administrative Services for 78.39 acres of land south of Eagle Scout Lake, east of Broadwell Avenue and north of Highway 2; and

WHEREAS, the State of Nebraska, Department of Administrative Services has expressed an interest in leasing such property to the City of Grand Island for 99 years for a nominal sum of \$1 per year, with a potential change in terms should the Nebraska State Fair not locate in Grand Island prior to January 1, 2015; and

WHEREAS, a public hearing was held on April 14, 2009, for the purpose of discussing the proposed lease of property from the State of Nebraska, Department of Administrative Services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island is hereby authorized to enter into a lease agreement for 78.39 acres of land located south of Eagle Scout Lake, east of Broadwell Avenue and north of Highway 2 with the State of Nebraska, Department of Administrative Services for 99 years for a nominal sum of \$1 per year in accordance with the terms and conditions set out in the Lease Agreement; and the Mayor is hereby authorized and directed to execute such Lease Agreement on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, April 14, 2008.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk

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April 9, 2009	<input type="checkbox"/> City Attorney





# City of Grand Island

Tuesday, April 14, 2009

Council Session

## Item I4

**#2009-92 - Consideration of Bid Award Approval for Sanitary  
Sewer District No. 76 Replacement; Vine Street, Between Ashton  
Avenue and Koenig Street**

Staff Contact: Steve Riehle

# **Council Agenda Memo**

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

**Meeting:** April 14, 2009

**Subject:** Consideration of Bid Award Approval for Sanitary Sewer District No. 76 Replacement; Vine Street, Between Ashton Avenue and Koenig Street

**Item #'s:** I-4

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

## **Background**

On April 3, 2009 the Wastewater Division of the Public Works Department advertised for bids for the replacement of Sanitary Sewer District No. 76 on Vine Street, between Ashton Avenue and Koenig Street.

This replacement is necessary due to the deterioration of the sanitary sewer line that serves this area, along with the collapse of a portion of Vine Street.

## **Discussion**

\_\_\_ (to be completed after bid opening at 11:15 a.m. on April 14, 2009) bids were received and opened on April 14, 2009. The Public Works Department and the Purchasing Division of the City Attorney's Office reviewed the bids. A summary of the bids is shown below.

<i><b>Bidder</b></i>	<i><b>Exceptions</b></i>	<i><b>Bid Price</b></i>

Funds are available in Account No. 53030055.85213.53009.

## **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the bid award to \_\_\_\_\_ (to be completed after bid opening at 11:15 a.m. on April 14, 2009) of \_\_\_\_\_ (to be completed after bid opening at 11:15 a.m. on April 14, 2009) in the amount of \$\_\_\_\_\_ (to be completed after bid opening at 11:15 a.m. on April 14, 2009).

### **Sample Motion**

Move to approve the bid award.

RESOLUTION 2009-92

WHEREAS, the City of Grand Island invited sealed bids for replacement of Sanitary Sewer District No. 76 on Vine Street, between Ashton Avenue and Koenig Street, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on April 14, 2009 bids were received, opened and reviewed; and

WHEREAS, \_\_\_\_\_ (to be completed after bid opening at 11:15 a.m. on April 14, 2009) of \_\_\_\_\_ (to be completed after bid opening at 11:15 a.m. on April 14, 2009) 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 \$\_\_\_\_\_ (to be completed after bid opening at 11:15 a.m. on April 14, 2009); and

WHEREAS, \_\_\_\_\_'s (to be completed after bid opening at 11:15 a.m. on April 14, 2009) bid is less than the estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of \_\_\_\_\_ (to be completed after the bid opening at 11:15 a.m. on April 14, 2009) of \_\_\_\_\_ (to be completed after the bid opening at 11:15 a.m. on April 14, 2009) in the amount of \$\_\_\_\_\_ (to be completed after the bid opening at 11:15 a.m. on April 14, 2009) for replacement of Sanitary Sewer District No. 76 on Vine Street, between Ashton Avenue and Koenig Street is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that a contract between the City and such contractor for such sanitary sewer replacement services be entered into, and the Mayor is hereby authorized and directed to execute such contract on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, April 14, 2009.

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

Attest:

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

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April 8, 2009	☐ City Attorney



# City of Grand Island

Tuesday, April 14, 2009

Council Session

## Item I5

**#2009-93 - Consideration of Resolution Directing Property Owner to Repair Sidewalk at 2605-2611 Forrest Street**

Staff Contact: Steven P. Riehle, Public Works Director

# **Council Agenda Memo**

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

**Meeting:** April 14, 2009

**Subject:** Resolution Directing Property Owner to Repair Sidewalk at 2605-2611 Forrest Street

**Item #'s:** I-5

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

## **Background**

On November 5, 2008 a letter was sent to Suzanne F. Swanson concerning necessary repairs to the sidewalk at 2605 - 2611 Forrest Street (Lot 1, Block 10, University Place, City of Grand Island, Hall County, Nebraska). The letter stated these repairs needed to be made by November 20, 2008 to prevent accident or injury to citizens using the sidewalk. Section 32-58 and 32-59 of the City Code and Section 16-662 R.S. Nebraska Statutes, make the property owner responsible for repairing sidewalks adjacent to their property.

## **Discussion**

The Public Works Department is requesting that a resolution be passed giving the property owner 15 days to obtain the sidewalk permit and 15 days from issuance of such permit to complete the repairs of the sidewalk at 2605 - 2611 Forrest Street (Lot 1, Block 10, University Place, City of Grand Island, Hall County, Nebraska), as this is a public safety concern.

If the property owner fails to either obtain the sidewalk permit in the 15 day timeframe or complete the necessary repairs 15 days after such permit is issued, the City of Grand Island will take steps to make the necessary repairs with all costs being the responsibility of Suzanne F. Swanson.

## **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**

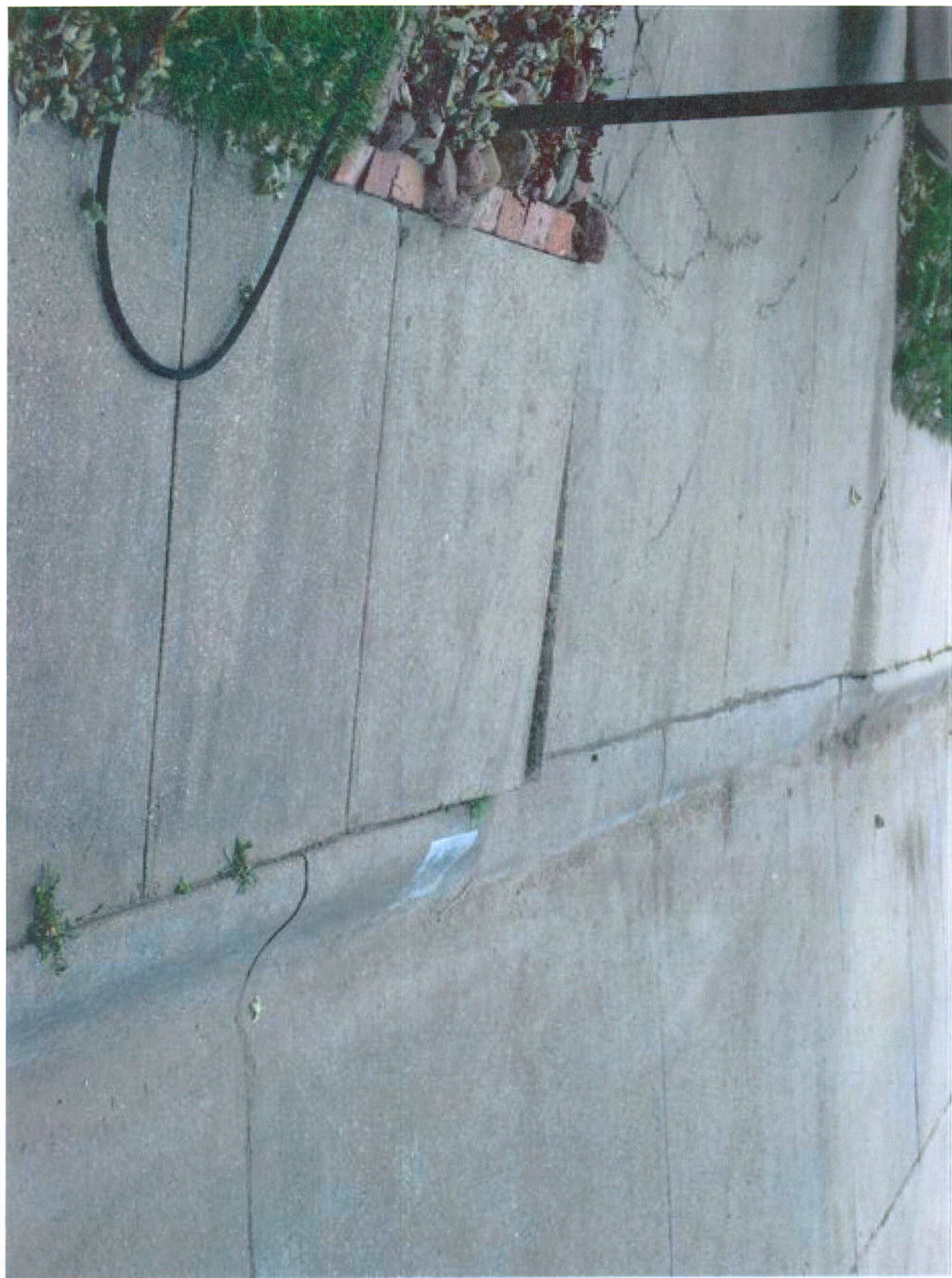
City Administration recommends that the Council approve a resolution directing Suzanne F. Swanson to repair the sidewalk located at 2605 - 2611 Forrest Street (Lot 1, Block 10, University Place, City Of Grand Island, Hall County, Nebraska).

### **Sample Motion**

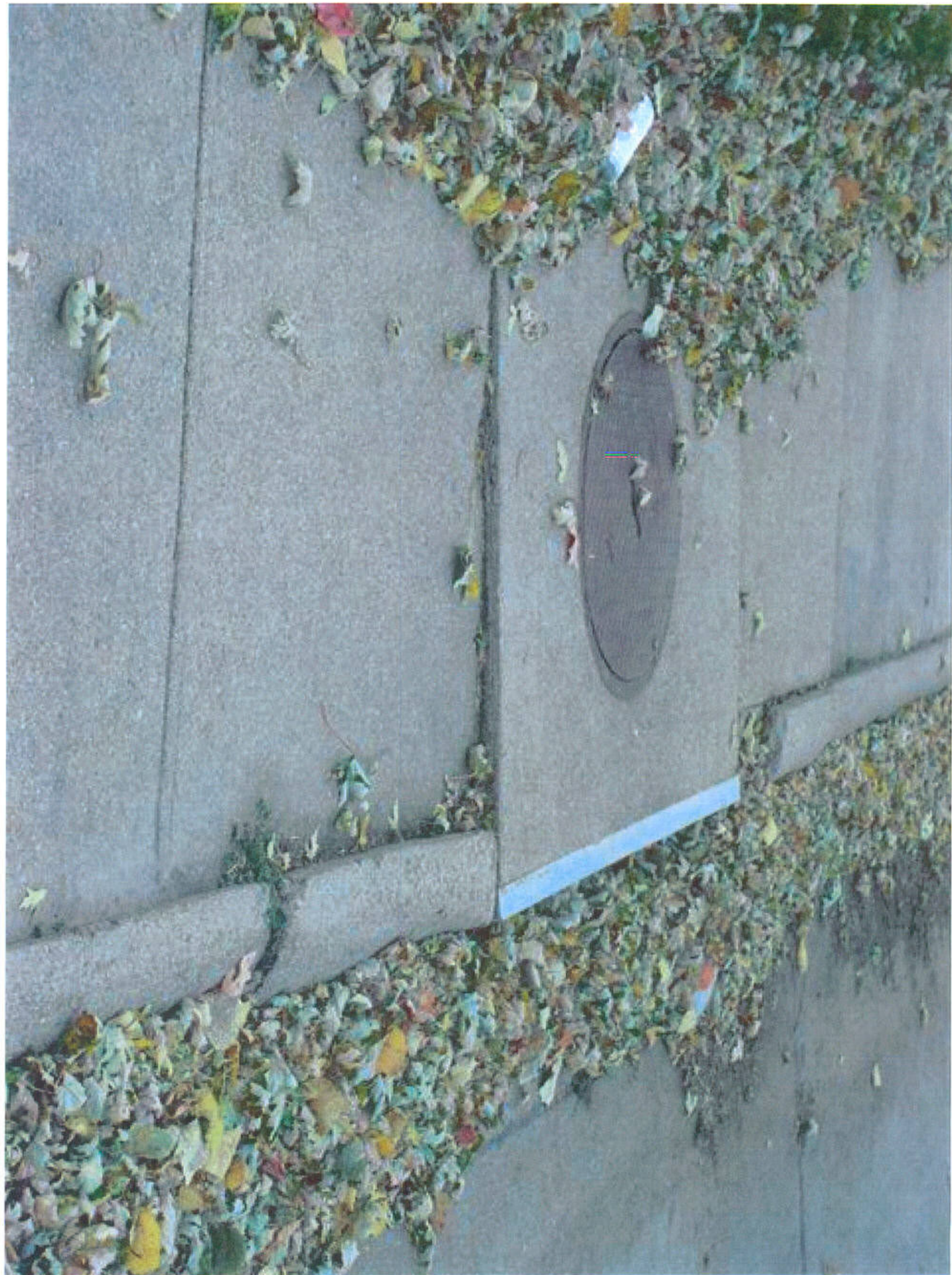
Move to approve a resolution directing Suzanne F. Swanson to obtain a sidewalk permit within 15 days and within 15 days of such permit issuance to complete the necessary repairs to the sidewalk located at 2605 - 2611 Forrest Street (Lot 1, Block 10, University Place, City of Grand Island, Hall County, Nebraska) and if the property owner fails to do so, the City will have the work done and assess the property.























RESOLUTION 2009-93

WHEREAS, the City has the authority under Neb. Rev. Stat., § 16-662, to direct the repair and replacement of sidewalks by owners of the abutting property; and

WHEREAS, the sidewalk abutting 2605 – 2611 Forrest Street, legally described as Lot 1, Block 10, University Place, City of Grand Island, Hall County, Nebraska, has been determined to be in need of repair and replacement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that notice be sent to Suzanne F. Swanson to obtain a sidewalk permit within 15 days and within 15 days of such permit issuance to make the necessary repairs to the sidewalk abutting the property located at 2605 – 2611 Forrest Street (Lot 1, Block 10, University Place, City of Grand Island, Hall County, Nebraska). If the property owner fails to either obtain the sidewalk permit in the 15 day timeframe or complete the necessary repairs within 15 days of such permit issuance, the City will cause the work to be done and assess the cost against the property at a later date.

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Adopted by the City Council of the City of Grand Island, Nebraska, April 14, 2009.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk

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April 8, 2009	☐ City Attorney



# City of Grand Island

Tuesday, April 14, 2009

Council Session

## Item J1

### **Approving Payment of Claims for the Period of March 25, 2009 through April 14, 2009**

*The Claims for the period of March 25, 2009 through April 14, 2009 for a total amount of \$3,441,888.64. A MOTION is in order.*

Staff Contact: David Springer