
City of Grand Island



Tuesday, August 25, 2009

Council Session Packet

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

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

Call to Order

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

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

Invocation

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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

MAYOR COMMUNICATION

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



City of Grand Island

Tuesday, August 25, 2009

Council Session

Item E1

**Public Hearing on Request from Tycoon Ltd., LLC dba Empire,
123 East South Front Street for a Class “C” Liquor License**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: August 25, 2009

Subject: Public Hearing on Request from Tycoon Ltd., LLC dba Empire, 123 East South Front Street for a Class “C” Liquor License

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

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

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

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

Discussion

Tycoon Ltd., LLC dba Empire, 123 East South Front Street has submitted an application for a Class “C” Liquor License. A Class “C” Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city.

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 a Liquor Manager Designation for David Karmazin, 2981 Highway 4, Lawrence, Nebraska.

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 Tycoon Ltd., LLC dba Empire, 123 East South Front Street for a Class "C" Liquor License contingent upon final inspections and the request from David Karmazin, 2981 Highway 4, Lawrence, Nebraska for a Liquor Manager Designation contingent upon Mr. Karmazin completing a state approved alcohol server/seller training program.

08/20/09
16:15

Grand Island Police Dept.
LAW INCIDENT TABLE

Page: 450
1

City : Grand Island
Occurred after : 10:20:03 08/20/2009
Occurred before : 10:20:03 08/20/2009
When reported : 10:20:03 08/20/2009
Date disposition declared : 08/20/2009
Incident number : L09083101
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License Investigation
Incident address : 123 South Front St E
State abbreviation : NE
ZIP Code : 68801
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitara D
How received : T Telephone
Agency code : GIPD Grand Island Police Department
Responsible officer : Vitara D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number : e-mail
Geobase address ID : 11235
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status : NCI Non-criminal Incident

=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
----	----------	------	-------------	--------------

LAW INCIDENT NARRATIVE:

Liquor License Investigation for Empire and Liquor Manager Designation for Mark Karmazin

LAW INCIDENT RESPONDERS DETAIL:

Se	Responding offi	Unit n	Unit number
1	Vitara D	318	Vitara D

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitara D	15:15:49 08/20/2009

08/20/09
16:15

Grand Island Police Dept.
LAW INCIDENT TABLE

450
Page: 2

Grand Island Police Department
Supplemental Report

I received a copy of a liquor license application for a bar called the Empire and a liquor manager application for David Karmazin. David Karmazin is listed as the sole owner. David has lived in Nebraska most of his life but also lived in Florida for a couple of years.

David does not have any outstanding warrants, and his license is valid. He does not have any criminal history outside the State of Nebraska. I checked David through Spillman and could not find an entry for him. I checked him through NCJIS and found the following convictions: Speeding (11/7/99), Driving During Suspension (1/27/01), Speeding & No seat belt (10/10/01), Speeding (11/19/01), and Speeding (7/16/04).

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." David disclosed a conviction for MIP in October of 2000.

David's failure to disclose his traffic convictions technically makes the application false according to the Nebraska Liquor Control Act (Part II Chapter 2 Section 010.01). The undisclosed 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.

On 8/20/09, I met with David at the Empire. He told me that the bar is going to be a dance club Thursday through Saturday night. He said he would have DJ's most of the time with a live band maybe once a month. He also said it would be kind of a sports bar with college football games on Saturday, and NFL football on Sunday and Monday night. He also plans on having pool and dart leagues, and some theme nights mixed in once or twice a month. The Empire will serve lunch Monday-Friday 11-2 and have happy hour 4-7 (weekdays). With all of that variety, he said the establishment will have a Mid-Evil theme.

I shared with David some of the more common violations that can have an adverse affect on his liquor license. I also stressed the importance of cooperating with law enforcement. David assured me that he is a no nonsense kind of guy who wants to own a bar where people feel safe. He said that if anyone ever starts a fight in his bar, they will never be allowed back in his bar. He has a one strike and you're out policy. No hats, sunglasses, or jerseys can be worn on "Club nights [Thursday-Saturday]." On those same nights, he plans on having two doormen and five or six bouncers circulating through the crowd.

While I spoke with David, two other people were cleaning and doing maintenance in the bar. He kept referring to them as Jared and Kristina. He called them owners. He then clarified and said that they don't have any monetary ownership in the bar at this time, but he wants them to take ownership in the work they do at the Empire. Before leaving, I spoke to Jared Peirce. Jared said that Kristina Svendsen is his fiance and neither one of them have any monetary ownership in the bar at this time. He said they would like to be part owners when they can afford it.

In summary, the Grand Island Police Department does not object to the Empire

08/20/09
16:15

Grand Island Police Dept.
LAW INCIDENT TABLE

Page: 450
3

receiving a liquor license and David Karmazin being the liquor manager.

Date, Time: Thu Aug 20 15:50:07 CDT 2009
Reporting Officer: Vitera
Unit #: 865



City of Grand Island

Tuesday, August 25, 2009

Council Session

Item E2

**Public Hearing on Request from Mosaic Group Home for a
Conditional Use Permit for a Mosaic Group Home Located at 2905
West 5th Street**

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig Lewis, Building Department Director

Meeting: August 25, 2009

Subject: Request of Mosaic Group Home for Approval of a Conditional Use Permit to Allow Construction of a Group Care Home at 2905 West 5th Street

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 construction of a group home facility at 2905 West 5th Street. The property is currently zoned R-2 Low Density Residential and as such group home facilities are listed in the zoning matrix as a permitted conditional use requiring approval of the City Council.

Discussion

The proposal is to construct a six bedroom facility for individuals with disabilities providing health and custodial care on a 24 hour basis from a residential setting. The facility will be constructed in conformance with the International Building Code as an institutional occupancy classification, that classification provides life safety requirements in addition to those required in a residential dwelling.

A conditional use by definition is a use where allowed by the district regulations, that would not be appropriate generally throughout the zoning district without restrictions, but which, if controlled as to number, size, area, location, relationship to the neighborhood or other minimal protective characteristics would not be detrimental to public health, safety, and general welfare.

The submitted drawing identifying the location of the proposed building appears to utilize three of the adjacent lots for the development. Either an administrative subdivision combining these lots into one needs to be presented and approved or the building needs to be constructed across the property lines of these three lots to tie the lots together as one

lot, or the applicable setbacks need to be provided from the existing property lines. Any approvals should as a condition require compliance with zoning setback requirements.

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 Permit finding that the proposed application is and will continue to be in conformance with the purpose of the zoning regulations.
2. Disapprove or /Deny the Request, finding that the proposed application does not conform to the purpose of the zoning regulations.
3. Approve the request with additional or revised conditions and a finding of fact.
4. Refer the matter to special committee for a determination of a finding of fact.

Recommendation

Approve the request, finding that the proposed use and application promotes the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Sample Motion

Move to approve the request for a conditional use permit, finding that the application conforms with the purpose of the zoning regulations.

Conditional Use Permit Application


pc: Building, Legal, Utilities
Planning, Public Works

1. The specific use/construction requested is: Mosaic Group Home, www.mosaic.org
2. The owner(s) of the described property is/are: Vacant lot owned by Mosaic.
3. The legal description of the property is: Lot 20 thru 22. Kallos Second Subdivision
4. The address of the property is: Address has not been assigned yet.
5. The zoning classification of the property is: R2
6. Existing improvements on the property is: Vacant Lot
7. The duration of the proposed use is: Perpetuity
8. Plans for construction of permanent facility is: Group Home for the Disabled
9. The character of the immediate neighborhood is: Residential
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: _____
Mosaic would like to build a 6 bedroom group home for the disabled. The architecture of the proposed structure would be residential style to compliment the surrounding homes. Zoning section 36-64 does not allow Group Homes in the permitted principle use.

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

7/22/09
Date

402-896-3884
Phone Number


Owners(s)

4980 S. 118th St.
Address

Omaha NE 68137
City State Zip

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

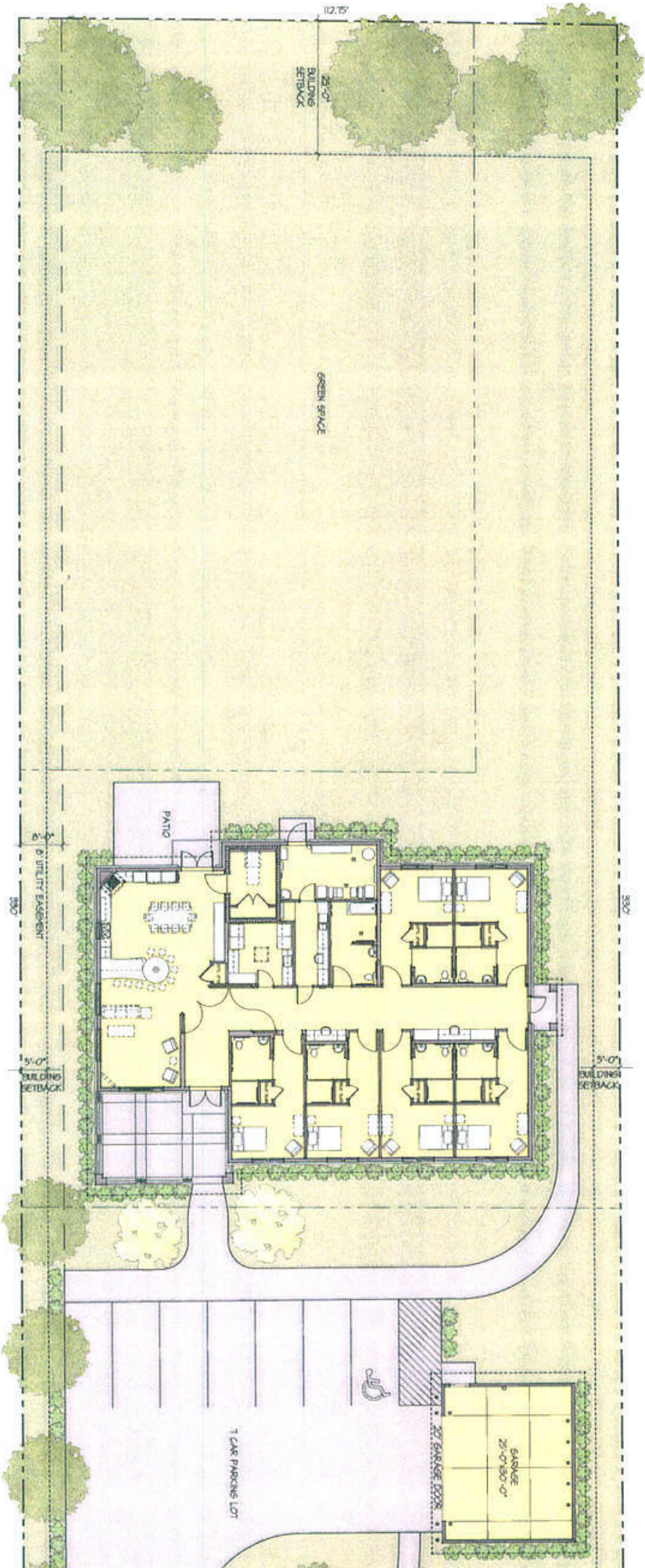
LOT 20, 21 & 22 KALLIS 2ND SUBDIVISION GRAND ISLAND, NEBRASKA
R2 ZONING - CONDITIONAL USE PERMIT NEEDED
37 365 60 57

R2 ZONING - CONDITIONAL USE PERMIT NEEDED
SITE 50 FT 31,254 SQ FT

ADDITIONAL USE
37.254 SQ FT
66.400 SQ FT

HEIGHT:	WEIGHT:	PROVIDED:
INTERVIEWS COVERAGE:	25 FEET MAXIMUM	11/4" x 5/8"
PERIODS COVERAGE:	25 PERCENT MAXIMUM	11/4" x 5/8"
	10'0" x 17' MAX	
	65 PERCENT MAXIMUM	
	24'0" x 50' FT MIN.	25' x 45' x 5' FT
BUILDING SETBACKS:		
FRONT YARD:	25 FEET	11/4" x 5/8"
SIDE YARD:	12.5 FEET	10' x 17'
REAR YARD:	5 FEET	10' x 17'
	20 FEET	10' x 17'

BUILDING SQ FT: 4,344 SQ FT
PARKING REQUIREMENTS:
1 SPACE PER 4 PEOPLE
2 SPACES FOR LOADING



0 1 10' 20'

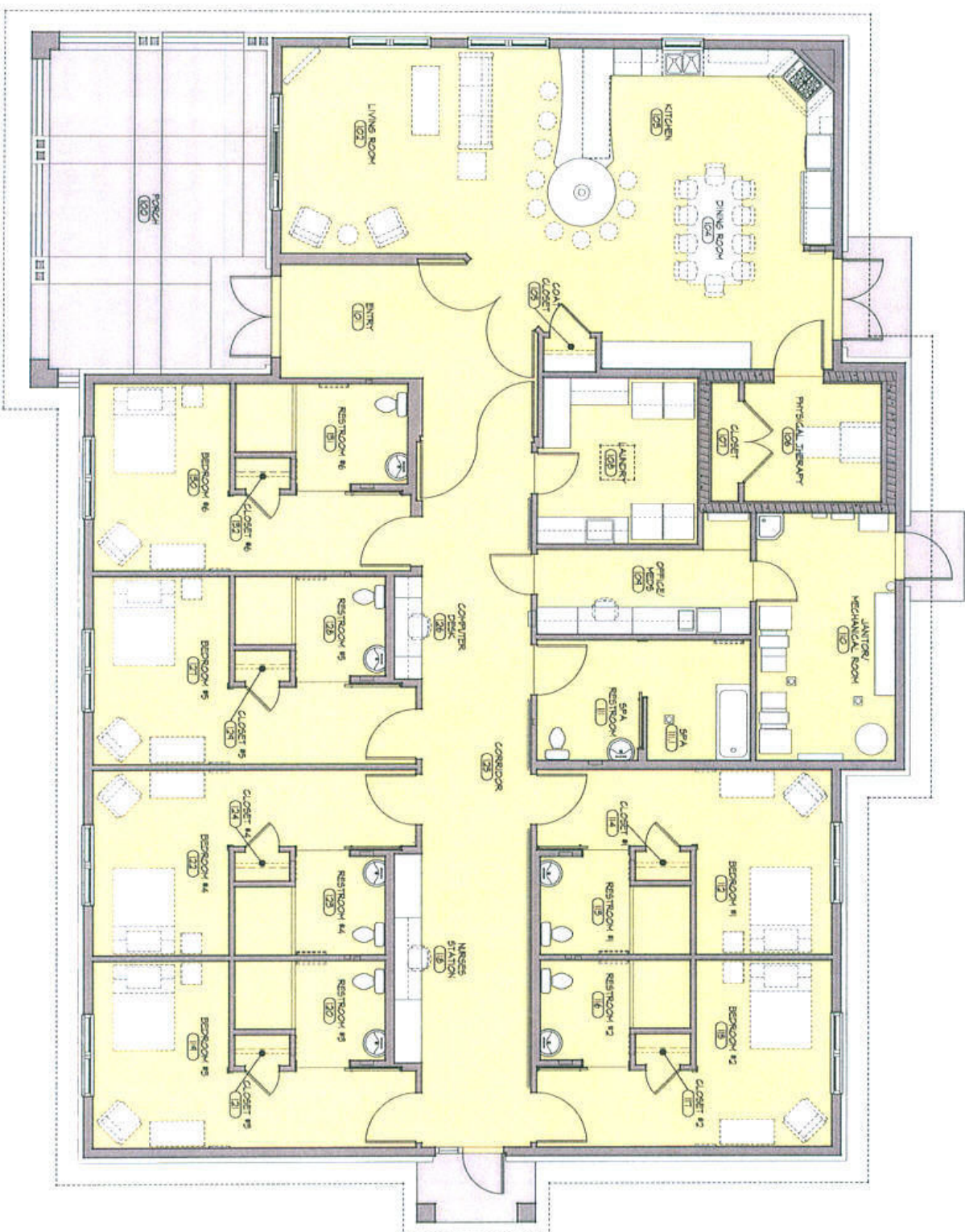


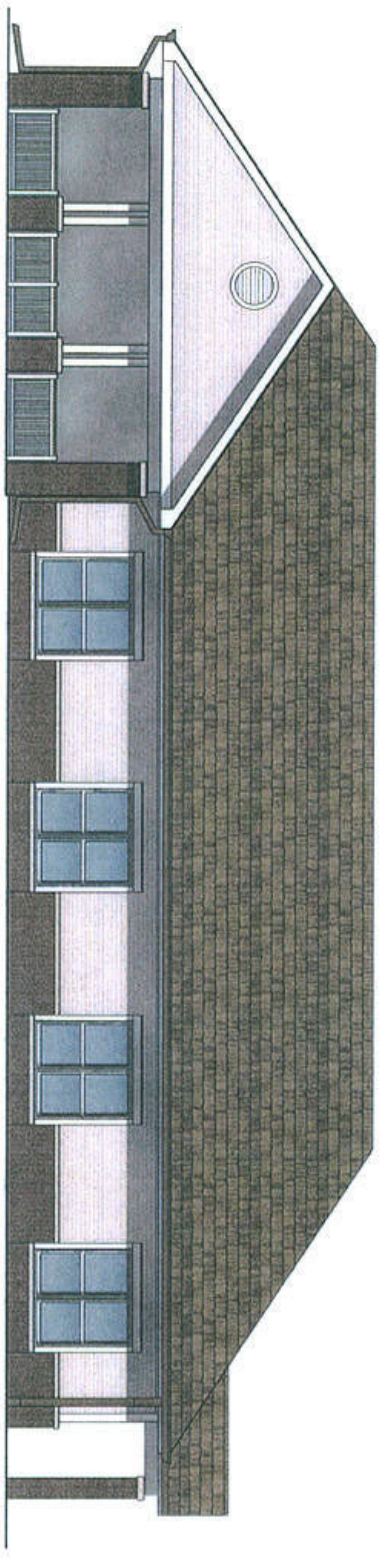
MOSAIC
ICF/MR - CDD-MSU

0
4
8

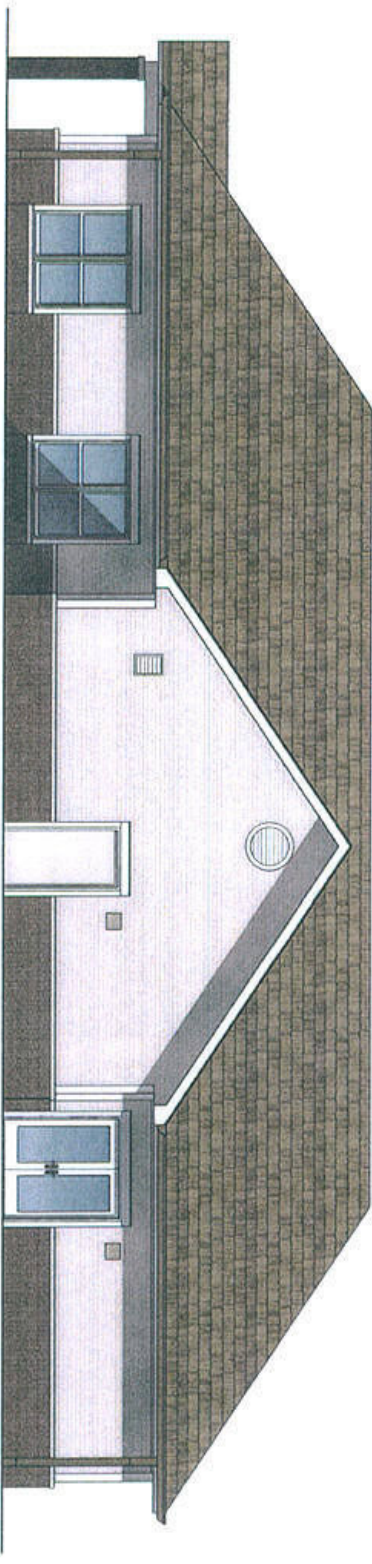


MOSAIC
ICF/MR - CDD-MSU





FRONT ELEVATION

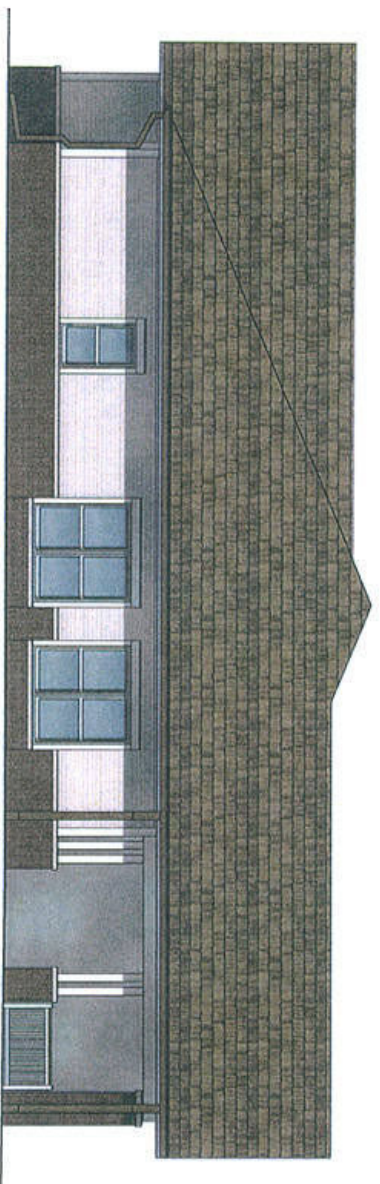


BACK ELEVATION

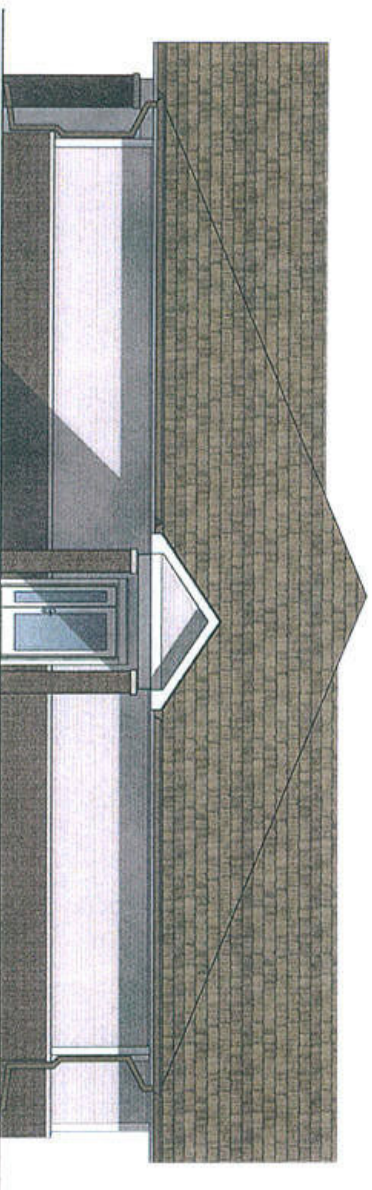
EXTERIOR ELEVATIONS

0 1 1 1
4 4 8

MOSAIC
ICF/MR - CDD-MSU



SIDE ELEVATION



SIDE ELEVATION

EXTERIOR ELEVATIONS

0 4 8

MOSAIC
ICF/MR - CDD-MSU



City of Grand Island

Tuesday, August 25, 2009

Council Session

Item E3

**Public Hearing on Amendments to Chapter 36-96 Off-Street
Parking Requirements**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: August 25, 2009

Subject: Amendments to be Considered Pertain to §36-96 Off-Street Parking Requirements. (C-21-2009GI)

Item #'s: E-3 & F-1

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

Background

Concerning amendments to the Zoning Ordinance for the City of Grand Island and its 2 mile extra-territorial jurisdiction. Amendments to be considered pertain to §36-96 Off-Street Parking Requirements.

Discussion

At the regular meeting of the Regional Planning Commission, held August 5th, 2009, the above item was considered following a public hearing.

From the Planning Commission Meeting:

O'Neill opened the Public Hearing.

Nabity explained the changes proposed here were suggested by City of Grand Island Staff in response to the relocation of the Nebraska State Fair to Fonner Park. While these changes will address issues that will arise during the State Fair, the changes are not specific to the State Fair or the Fonner Park grounds; they also address issues for similar events at other locations in the city and its 2 mile ETJ. All areas with changes are highlighted. Additions are *Italicized and underlined* and deletions are in ~~strike-out~~.

§36-96. Off-Street Parking Requirements

(A) Purposes:

(1) It is the intent of this section that all buildings and uses shall provide off-street parking and loading facilities in a minimum amount as required herein to meet the needs of such buildings and uses on private property and under the same ownership as such buildings or uses. The accommodations may consist of lots, garages, or other buildings, and accessories; they may be surface facilities or facilities above or under the ground.

(2) It is the further intent of this section that all off-street parking and loading spaces and facilities shall be sited and built according to the requirements contained in this section, and shall require an application for and issuance of a building permit pursuant to §8-22.

(B) Application. Each building or use hereafter constructed, and each addition to or altered building or use shall be provided with off-street parking and loading spaces as required herein. Each off-street parking space or loading facility and space hereafter constructed, upon proper application and permit being granted shall be sited and constructed pursuant to the requirements of this section. No application for a building permit for such building, addition, alteration, or use shall be approved unless accompanied by a plot plan showing the location and amount of off-street parking and loading spaces as required herein for the existing or proposed building or use and including all such additions or alterations. No occupancy or use permit shall be issued unless the required parking and loading facilities shall have been provided in accordance with the approved plot plan. Requirements shall be applicable to all zones and districts but not to include the following business districts or tracts of land as identified below:

(1) *Central Business District* as identified and described in Chapter 13 of this code as the Downtown Improvement and Parking District No. 1.

(2) *Fourth Street Business District*. Beginning at the intersection of Eddy Street and the alley in the block between Fourth and Fifth Streets; thence easterly on the alley to the intersection of the alley with Sycamore Street; thence southerly on Sycamore Street to 100 feet south of the south right-of-way line of North Front Street; thence westerly on the aforesaid line to its intersection with Eddy Street; thence northerly on Eddy Street to the point of beginning.

(3) tracts of land ten acres or more used for seasonal events(1 event every 3 months) of not more than 14 consecutive days in duration and a minimum of 14 days between events..

Nabity further stated Fonner Park appears to have sufficient hard surface parking to accommodate the existing buildings and the new buildings to be placed on site for the State Fair. Areas that have improved parking will be used for the Midway, food vendors and possibly display areas during the State Fair. These areas will not be available for parking during the fair. The current regulations do not make any provisions for parking on unimproved surfaces. These proposed changes would allow Fonner Park and others such as the Heartland Shooting Park, Grand Island Airport and even Stuhr Museum to use unimproved parking for seasonal events lasting not longer than 14 days.

As long as these events are temporary in nature and seasonal they are unlikely to create regular and significant issues with dust. It is not the intent of this change to permit the development of parking areas with gravel, crushed rock, asphalt millings or other non-dust free surfaces.

If the parking were required to be improved it would increase the likelihood of drainage problems in the area as paved surfaces shed more water and shed water faster than unpaved surfaces. For events that are held regularly it is appropriate to find some other means of handling the drainage; for events that are sporadic or seasonal it is more appropriate to allow grassed areas that will not shed water quickly.

O'Neill asked for any questions or comments from the audience, David Plautz, 4063 Manchester, Grand Island, spoke about the need for some type of surfacing other than grass. He stated grass doesn't give the right impression. Snodgrass stated gravel eventually works into the soil, recycled asphalt or crushed rock may be an option. Aguilar stated people from out of town don't expect hard paving; it will not come as a shock, many events across the state have their parking needs met with parking on grass. Aguilar mentioned the State Fair in Lincoln and College World Series as examples. Nabity stated gravel is not a dust free surface, with the water park nearby grass would be the better choice. Heineman noted she would like to see a strategic plan for the parking layout.

O'Neill closed the Public Hearing and asked for motions regarding the proposed change to the Text Amendment. A motion was made by Eriksen and seconded by Haskins, to recommend approval to amend the parking regulations pertaining to the §36-96 Off-Street Parking Requirements as presented. With the concurrence of Eriksen and Haskins, O'Neill added the following findings of fact: a parcel of more than 10 acres would house large events a smaller parcel less would pose special problems for parking and the event; these provisions will minimize issues with runoff and stormwater on the site; these provision will reduces infrastructure costs. Haskins added the 14 day restriction would help prevent further problems.

Attached you will find the Planning Directors report to the Planning Commission on this item with a summary of the changes.

Alternatives

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

1. Approve the Text Amendment request as presented
2. Modify the Text Amendment request to meet the wishes of the Council
3. Postpone the issue

Recommendation

A motion was made by Eriksen and seconded by Haskins, to recommend approval to amend the parking regulations pertaining to the §36-96 Off-Street Parking Requirements as presented.

A roll call vote was taken and the motion passed with 10 members present, 10 voting in favor (Aguilar, O'Neill, Ruge, Haskins, Reynolds, Monter, Eriksen, Bredthauer, Heineman, Snodgrass) and no member present voting against.

Sample Motion

Move to approve the ordinance to approve the Amendment change to §36-96 Off-Street Parking Requirements.



City of Grand Island

Tuesday, August 25, 2009

Council Session

Item F1

**#9229 - Consideration of Amendments to Chapter 36-96 of the
Grand Island City Code Relative to Off-Street Parking
Requirements**

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9229

An ordinance to amend Chapter 36 of the Grand Island City Code specifically, to amend Section 36-96 to add an exception to off-street parking requirements for seasonal events held on parcels of land at least ten acres in size; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication in pamphlet form and the effective date of this ordinance.

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

SECTION 1. Section 36-96 of the Grand Island City Code is hereby amended to read as follows:

§36-96. Off-Street Parking Requirements

(A) Purposes:

(1) It is the intent of this section that all buildings and uses shall provide off-street parking and loading facilities in a minimum amount as required herein to meet the needs of such buildings and uses on private property and under the same ownership as such buildings or uses. The accommodations may consist of lots, garages, or other buildings, and accessories; they may be surface facilities or facilities above or under the ground.

(2) It is the further intent of this section that all off-street parking and loading spaces and facilities shall be sited and built according to the requirements contained in this section, and shall require an application for and issuance of a building permit pursuant to §8-22.

(B) **Application.** Each building or use hereafter constructed, and each addition to or altered building or use shall be provided with off-street parking and loading spaces as required herein. Each off-street parking space or loading facility and space hereafter constructed, upon proper application and permit being granted shall be sited and constructed pursuant to the requirements of this section. No application for a building permit for such building, addition, alteration, or use shall be approved unless accompanied by a plot plan showing the location and amount of off-street parking and loading spaces as required herein for the existing or proposed building or use and including all such additions or alterations. No occupancy or use permit shall be issued unless the required parking and loading facilities shall have been provided in accordance with the approved plot plan. Requirements shall be applicable to all zones and districts but not to include the following business districts or tracts of land as identified below:

- (1) *Central Business District* as identified and described in Chapter 13 of this code as the Downtown Improvement and Parking District No. 1.

- (2) *Fourth Street Business District.* Beginning at the intersection of Eddy Street and the alley in the block between Fourth and Fifth Streets; thence easterly on the alley to the intersection of the alley with Sycamore Street; thence southerly on Sycamore Street to 100 feet south of the south right-of-way line of North Front Street; thence westerly on the aforesaid line to its intersection with Eddy Street; thence northerly on Eddy Street to the point of beginning.

(3) Tracts of land ten acres or more used for seasonal events (one event every three months) of not more than fourteen consecutive days in duration and a minimum of fourteen days between events.

(C) **Area and Computation:** An off-street parking space shall be of appropriate dimensions of not less than 180 square feet exclusive of access or maneuvering area, ramps, columns, etc., and shall have a vertical clearance of not less than seven feet. An off-street loading space shall be of appropriate dimensions of not less than 360 square feet exclusive of access or maneuvering area, ramps, columns, etc., and shall have a vertical clearance of not less than fourteen feet. When determination of the number of off-street parking or loading spaces required by this chapter

ORDINANCE NO. 9229 (Cont.)

results in a requirement of a fractional space, any fraction of one-half or less may be disregarded while a fraction in excess of one-half shall be counted as one parking space.

(D) Location: All off-street parking spaces shall be on the same lot as the building or within 300 feet of the lot. Permanent off-street parking spaces shall not be permitted within the required front yard setback, provided, however, that for a building containing three dwelling units or less, one space per unit may be placed within the front yard setback if such space is not directly in front of the building excluding garages or carports. Parking facilities located separate from the building or use as listed shall have a substantial portion of same within a specified distance of the building or use which it serves. All off-street loading spaces shall be on the same lot as the building or use served.

(E) Collective Facilities: Off-street parking facilities for separate or mixed buildings or uses may be provided collectively so long as the total number of spaces is not less than the sum of the separate required spaces, and provided further, that the requirement concerning location of such facility with respect to distance from the building or use served shall be complied with. In order to eliminate a multiplicity of entrances and exits and diminish traffic hazards to conserve space where space is at a premium and to promote orderly development generally, the city council is hereby authorized to plan and group parking facilities collectively for a number of businesses in a given area, and especially in the central business district, in such a manner as to obtain a maximum of efficiency and capacity in parking and traffic movement.

(F) Employee Parking: Parking spaces required on an employee basis shall be based on the maximum number of employees on duty on the premises at any one time.

(G) Design Standards. All off-street parking and loading facilities shall be designed with appropriate means of vehicular access to a street or alley and contain adequate and safe maneuvering areas. No driveway or curb cuts shall exceed twenty-six feet in width in residential districts, or thirty-five feet in width in business or industrial/manufacturing districts, and detailed plans shall be submitted to the public works director for approval of all curb cuts or driveway openings before a permit may be obtained therefor. No signs shall be displayed except such signs as required for the orderly use of the facilities. All facilities shall be provided with a permanent type, dust-free surface meaning asphaltic cement concrete, Portland cement concrete, or paving brick.

All parking lots containing five or more parking spaces, which are within 30 feet of property occupied by a residential use in a Large Lot Residential Zoning District or of property within a Suburban Residential Zoning District, Low Density Residential Zoning District, Medium Density Residential Zoning District, High Density Residential Zoning District or Residential Development Zoning District, shall provide a sight-obscuring fence or screen not less than six feet nor more than eight feet in height along the boundary of the parking lot adjacent to such districts. No fence or screen shall be required between abutting parking lots or adjacent to an alley. The height of any fence or screen shall be subject to other restrictions provided by the City Code.

(H) Maintenance: The parking and loading facilities required by this section shall be provided and maintained so long as the use exists which the facilities are designed to serve. Reasonable precautions must be taken by the owners of particular uses to assure the use of the parking facilities only by the employees or the social or business visitors of the premises for which the facilities are provided. The facilities must be so designed and maintained as not to constitute a nuisance at any time and must not be used in such a manner as to constitute a hazard or unreasonable impediment to traffic.

(I) Reduction of Number of Spaces: Off-street parking or loading facilities shall not be reduced in total extent, after their provision required hereunder, except upon the approval of the Board of Adjustment, and then only after proof that the parking or loading spaces are no longer required by reason of a change in use of the premises of which the facilities are adjunct.

(J) Requirement for Uses Not Listed: For any use not listed, the Board of Adjustment shall determine the proper requirement by classifying the proposed use among the uses specified herein so as to assure equal treatment.

(K) Administration and Enforcement: The off-street parking and loading provisions of this section shall be administered by the zoning official and enforced by the chief building official, who shall also serve in advisory capacity to the city council on matters relative to any phase of such provisions.

(L) Penalty for Violation: The provisions of parking and loading facilities as required by this section shall be a continuing obligation of the owner or sponsor of a given building or use so long as the building or use is in existence and so long as parking and loading facilities are required hereunder in connection therewith, and it shall be unlawful to discontinue, change, or dispense with such facilities without establishing alternate facilities that meet the requirements herein. Penalty provisions applicable to this chapter as a whole shall apply to the violations of these provisions. In addition, at such time as the facilities required hereunder shall fail to continue to be available for the

ORDINANCE NO. 9229 (Cont.)

purpose, the building permit for the structures to which the facilities are adjunct and the use or occupancy permits issued for the premises shall be canceled and become null and void.

Amended by Ordinance No. 8976, effective 06-08-2005

Amended by Ordinance No. 9151, effective 12-18-2007

Amended by Ordinance No. _____, effective _____

SECTION 2. Section 36-96 as existing prior to this amendment, and any ordinances or parts of ordinances in conflict herewith, are repealed.

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

SECTION 4. That this ordinance shall be in force and take effect from and after its passage and publication in pamphlet form within 15 days according to law.

Enacted: August 25, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 25, 2009

Council Session

Item F2

**#9230 - Consideration of Vacation of Alley in Block 9 of Rollins
Addition (Bank of Doniphan at 518 North Eddy Street)**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: August 11, 2009

Subject: Consideration of Vacation of Alley Between 5th and 6th Streets from Clark Street to Eddy Street in Block 9 of Rollins Addition (Bank of Doniphan at 518 North Eddy Street)

Item #'s: F-2

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

Background

Council action is required for vacation of a public alley through the passing of an Ordinance. Five Points Bank is considering purchase of the property at 518 North Eddy Street. The Bank of Doniphan has requested the vacation of the public alley to help with traffic flow from the drive thru area of the bank.

Customers generally exit the drive thru of the bank and head east towards Eddy Street. This eastbound traffic in the alley backs up while waiting to turn onto Eddy Street causing conflicts with the drive thru. The volume of eastbound traffic at the alley is significant during the hours the bank is open and conflicts with westbound motorists that want to use the alley creating traffic safety concerns on Eddy Street.

Discussion

The bank has worked with their consulting engineer and city staff for possible solutions to the traffic concerns. All parties agree that it would be desirable for drive thru customers to exit via 5th Street, but we've not been able to come up with a reasonable way to direct traffic towards 5th Street.

Possible solutions with discussion include:

1. Do Nothing: The existing traffic safety concerns will not be addressed. The traffic safety concerns will continue as long as the drive thru window is in-use.

2. Signage or Driveway Changes: Signage and/or modifications to the banks driveway are not believed to be adequate to direct drive thru customers south towards 5th Street.
3. Vacate Alley: The Bank is proposing that the existing alley be vacated and a utility easement be retained for existing utilities in the alley. The adjacent property owners were notified of the banks request to vacate the alley in July. Representatives of the Public Works Department as well as Five Points Bank made personal contact with 5 of the 6 properties adjacent to the alley that would be impacted by the vacation of the alley. They were given a letter advising that the council would consider the bank's request to vacate the alley at the August 25th council meeting. All were asked if they had any objections to the vacation of the alley and none stated objections.

City Staff is concerned with the request for vacating the alley. Although abutting property owners appear to be in support of the vacation, the only public benefit to vacating the alley appears to be for addressing safety concerns.

Alternatives

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

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

Recommendation

Public Works, Building, Planning and Utility Administration recommend that the Council deny the request for the vacation of the public alley.

Sample Motion

If council does not believe the public interest is served by vacating the alley:

- Move to deny the request for the vacation of the public alley.

If council believes adequate measures are being taken to allow public use of the alley:

- Move to approve the request to vacate the alley.

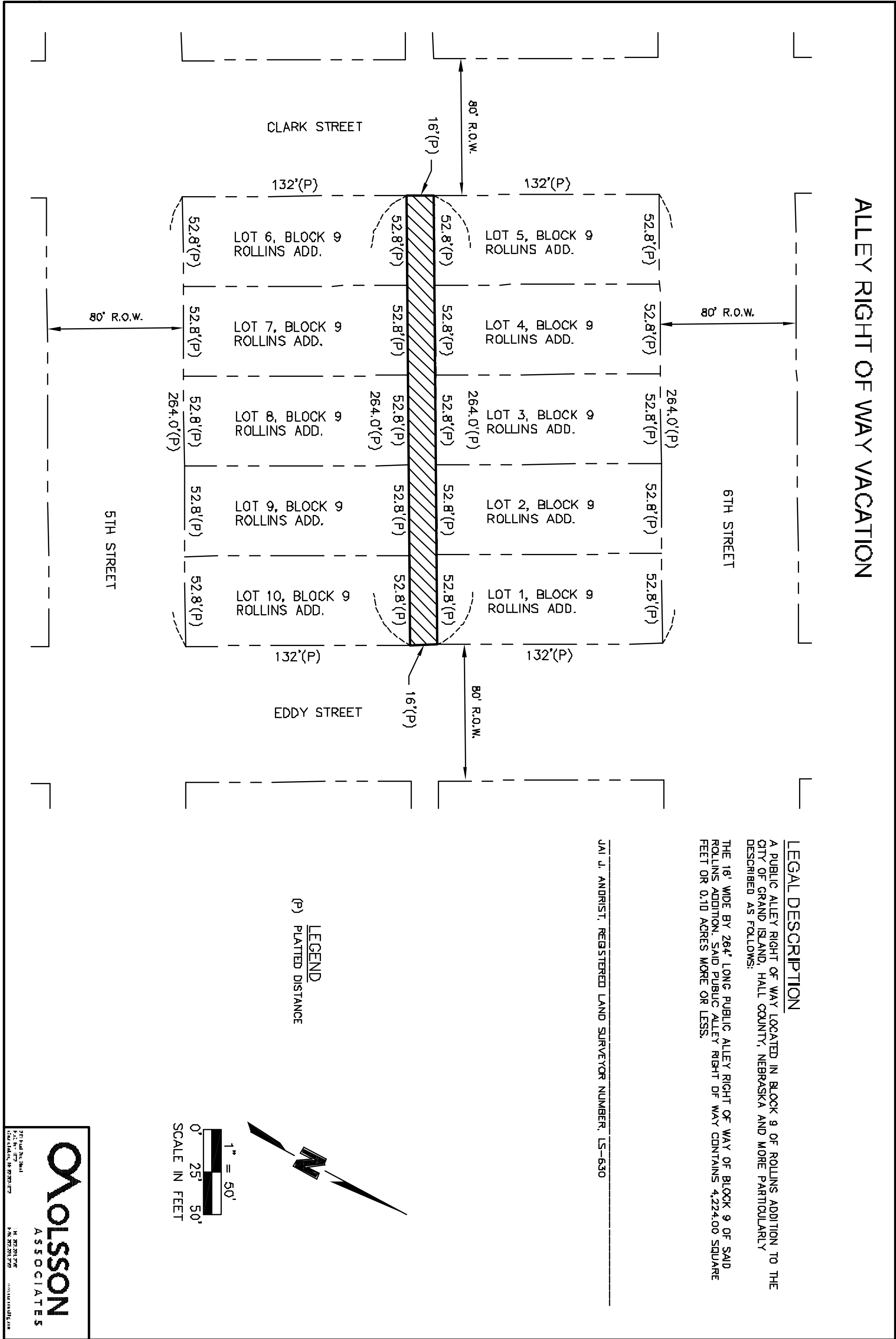
ALLEY RIGHT OF WAY VACATION

LEGAL DESCRIPTION

A PUBLIC ALLEY RIGHT OF WAY LOCATED IN BLOCK 9 OF ROLLINS ADDITION TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE 16' WIDE BY 264' LONG PUBLIC ALLEY RIGHT OF WAY OF BLOCK 9 OF SAID ROLLINS ADDITION. SAID PUBLIC ALLEY RIGHT OF WAY CONTAINS 4,224.00 SQUARE FEET OR 0.10 ACRES MORE OR LESS.

JAN J. ANDRIST, REGISTERED LAND SURVEYOR NUMBER, LS-630



• THIS SPACE RESERVED FOR REGISTER OF DEEDS •

ORDINANCE NO. 9230

An ordinance to vacate the public alley between Lot One (1), Block Nine (9) and Lot Ten (10), Block Nine (9) in Rollins Addition to Grand Island, Hall County, Nebraska and to provide for filing this ordinance in the office of the Register of Deeds of Hall County; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. That the public alley located in Block Nine (9) in Rollins Addition to Grand Island, Hall County, Nebraska is hereby vacated. A public utility easement shall be retained in the area where the alley is vacated. Such public alley to be vacated is shown and more particularly described on Exhibit A attached hereto.

SECTION 2. The title to the property vacated by Section 1 of this Ordinance shall revert to the abutting properties.

SECTION 3. This Ordinance is directed to be filed in the office of the Register of

Approved as to Form	☐ _____
August 21, 2009	☐ City Attorney

ORDINANCE NO. 9230 (Cont.)

Deeds of Hall County, Nebraska.

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

Enacted: August 25, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 25, 2009

Council Session

Item F3

#9231 - Consideration of Approving Salary Ordinance

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: August 25, 2009

Subject: Salary Ordinance

Item #'s: F-3

Presenter(s): Brenda Sutherland, Human Resources Director

Background

The Human Resources Department prepares and brings forward for consideration a salary ordinance each year at budget time that sets forth wages for employees for the upcoming fiscal year. The wages being presented are a reflection of wages that have been previously agreed to by the City Council when labor agreements were entered into. In addition to wages, certain benefits that are part of labor agreements or personnel rules that are paid to employees are also outlined in the salary ordinance. Another salary ordinance will be brought forward once a labor agreement is approved by the City Council for the new IBEW Service and Clerical group.

Discussion

The following changes are being presented to the Council for consideration in preparation for the next fiscal year which will begin on October 1, 2009. The wages addressed in this document will not be paid until the first full pay period in October which will commence on October 12, 2009.

Employees covered by the AFSCME labor agreement will receive a 4% increase per contract, employees covered by the FOP labor agreement will receive a 3.5% increase per contract, employees covered by the IAFF labor agreement will receive a 3.5% increase per contract, and employees covered by the IBEW Wastewater labor agreement will receive a 3.5% increase per contract. Employees covered by the IBEW Utilities labor agreement will receive 3.75% and employees covered by the IBEW Finance labor agreement will receive 3.75%.

After discussion with the City Council through the budget process the recommendation being brought forward for the increase to the non-union employees is 3%. The City Administrator and I believe that this increase is sufficient to allow that group of

employees to at least maintain its aggregate position of comparability with employees from other cities in the array.

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 Salary Ordinance # 9231.

Sample Motion

Move to approve Salary Ordinance #9231.

ORDINANCE NO. 9231

An ordinance to amend Ordinance 9179 known as the Salary Ordinance which lists the currently occupied classifications of officers and employees of the City of Grand Island, Nebraska and established the ranges of compensation of such officers and employees; to move the non union and IBEW-Information Technology positions listed below to the new IBEW-Clerical/Service group; to amend the job classifications of Maintenance Worker I – Golf and Maintenance Worker II – Golf to Maintenance Worker – Golf; to amend the salary ranges of non-union employees; to amend the salary ranges of the employees covered under the AFSCME labor agreement; IBEW-Utilities and IBEW-Finance labor agreements; the IBEW-WWTP labor agreement; the FOP labor agreement; and the IAFF labor agreement; ~~to remove the non union Senior Maintenance Worker position;~~ and to repeal those portions of Ordinance No. ~~9170-9179~~ and any parts of other ordinances in conflict herewith; to provide for severability; to provide for the effective date thereof; and to provide for publication of this ordinance in pamphlet form.

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

SECTION 1. The currently occupied classifications of officers and general employees of the City of Grand Island, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain officers and general employees shall work prior to overtime eligibility are as follows:

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
Accountant	1617.06/2276.10 <u>1665.57/2344.38</u>	Exempt
Accounting Technician – Solid Waste; Streets	1093.44/1538.67 <u>1126.24/1584.83</u>	40 hrs/week

Approved as to Form	☐ _____
August 21, 2009	☐ City Attorney

ORDINANCE NO. 9231 (Cont.)

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
Administrative Assistant	1180.58/1662.19	40 hrs/week
Assistant to the City Administrator	1539.07/2166.77 1585.24/2231.77	Exempt
Assistant Utility Director – Administration	3005.32/4229.13 3095.48/4356.00	Exempt
Assistant Utility Director – PGS & PCC	3255.46/4581.33 3353.12/4718.77	Exempt
Attorney	2150.91/3026.67 2215.44/3117.47	Exempt
Audio-Video Technician	1115.35/1569.42	40 hrs/week
Biosolids Technician	1329.96/1872.14 1369.86/1928.30	40 hrs/week
Building Department Director	2452.05/3449.03 2525.62/3552.50	Exempt
Building Inspector	1415.47/1991.53	40 hrs/week
Building Secretary	999.09/1405.37	40 hrs/week
Cemetery Superintendent	1464.95/2062.42 1508.89/2124.29	Exempt
City Administrator	3967.46/5583.39 4086.48/5750.89	Exempt
City Attorney	2864.86/4032.02 2950.80/4152.98	Exempt
City Clerk	1646.54/2317.09 1695.94/2386.60	Exempt
Civil Engineering Manager – Public Works Engineering	2182.24/3071.80 2247.70/3163.96	Exempt
Civil Engineering Manager – Utility PCC	2400.12/3379.05 2472.13/3480.42	Exempt
Collection System Supervisor	1510.07/2125.10 1555.38/2188.85	40 hrs/week
Communications Specialist/EMD	1030.93/1454.21	40 hrs/week
Community Development Administrator	1245.34/1752.33	Exempt

ORDINANCE NO. 9231 (Cont.)

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
Community Service Officer	887.58/1248.55 <u>914.21/1286.01</u>	40 hrs/week
Custodian – <u>Library, Police</u>	887.08/1251.81 <u>913.70/1289.36</u>	40 hrs/week
Electric Distribution Superintendent	2403.77/3381.86 <u>2475.88/3483.31</u>	Exempt
Electric Distribution Supervisor	2030.77/2856.54 <u>2091.69/2942.23</u>	40 hrs/week
Electric Underground Superintendent	2140.60/3011.97 <u>2204.82/3102.32</u>	Exempt
Electrical Engineer I	1963.80/2764.73 <u>2022.72/2847.67</u>	Exempt
Electrical Engineer II	2276.15/3203.71 <u>2344.44/3299.82</u>	Exempt
Electrical Inspector	1415.47/1991.53	40 hrs/week
Emergency Management Coordinator	991.57/1394.84	40 hrs/week
Emergency Management Deputy Director	1580.85/2224.51 <u>1628.27/2291.25</u>	Exempt
Emergency Management Director	2249.86/3165.80 <u>2317.36/3260.78</u>	Exempt
EMS Division Chief	1990.58/2800.84 <u>2050.29/2884.86</u>	Exempt
Engineering Technician - <u>WWTP</u>	1418.74/1996.13 <u>1461.30/2056.01</u>	40 hrs/week
Engineering Technician Supervisor	1621.62/2282.65 <u>1670.27/2351.13</u>	Exempt
Equipment Operator – <u>Solid Waste</u>	1209.74/1703.66 <u>1246.04/1754.77</u>	40 hrs/week
Evidence Technician	887.58/1248.55	40 hrs/week
Finance Director	2855.05/4017.67 <u>2940.70/4138.20</u>	Exempt
Finance Secretary	999.09/1405.37	40 hrs/week

ORDINANCE NO. 9231 (Cont.)

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
Fire Chief	2601.25/3659.41 <u>2679.29/3769.19</u>	Exempt
Fire Operations Division Chief	2142.56/3014.68 <u>2206.83/3105.12</u>	Exempt
Fire Prevention Division Chief	1990.58/2800.84 <u>2050.29/2884.86</u>	Exempt
Fire Training Division Chief	1990.58/2800.84 <u>2050.29/2884.86</u>	Exempt
Fleet Services Superintendent	1630.56/2295.94 <u>1679.48/2364.82</u>	Exempt
Fleet Services Supervisor	1358.58/1911.85 <u>1399.34/1969.20</u>	40 hrs/week
Golf Course Superintendent	1824.72/2567.68 <u>1879.46/2644.71</u>	Exempt
Grounds Management Crew Chief – Cemetery	1368.25/1925.50 <u>1409.30/1983.26</u>	40 hrs/week
Grounds Management Crew Chief - Parks	1409.29/1983.25 <u>1451.57/2042.74</u>	40 hrs/week
Human Resources Director	2509.86/3530.34 <u>2585.16/3636.25</u>	Exempt
Human Resources Specialist	1300.87/1830.21 <u>1339.90/1885.11</u>	40 hrs/week
Information Technology Manager	2316.32/3259.09 <u>2385.81/3356.87</u>	Exempt
Information Technology Supervisor	1943.36/2734.93 <u>2001.66/2816.98</u>	Exempt
Legal Secretary	1142.42/1609.57 <u>1176.70/1657.86</u>	40 hrs/week
Librarian I	1281.11/1801.98 <u>1319.54/1856.04</u>	Exempt
Librarian II	1409.41/1982.94 <u>1451.70/2042.43</u>	Exempt

ORDINANCE NO. 9231 (Cont.)

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
Library Assistant I	893.83/1257.38 <u>920.65/1295.10</u>	40 hrs/week
Library Assistant II	985.94/1387.29 <u>1015.51/1428.90</u>	40 hrs/week
Library Assistant Director	1671.62/2352.10 <u>1721.77/2422.66</u>	Exempt
Library Clerk	749.19/1055.59 <u>771.66/1087.26</u>	40 hrs/week
Library Director	2262.37/3184.54 <u>2330.24/3280.07</u>	Exempt
Library Page	580.93/817.68 <u>598.35/842.21</u>	40 hrs/week
Library Secretary	999.09/1405.37 <u>1029.06/1447.53</u>	40 hrs/week
Maintenance Worker I—Building, Library	1028.34/1446.75	40 hrs/week
Maintenance Worker I—Golf	1059.18/1490.15	40 hrs/week
Maintenance Worker II—Building	1082.92/1527.18	40 hrs/week
Maintenance Worker II — Golf	1115.40/1573.00 <u>1148.86/1620.19</u>	40 hrs/week
Manager of Engineering Services	2239.98/3151.48 <u>2307.18/3246.03</u>	Exempt
Meter Reader Supervisor	1402.93/1975.75 <u>1445.02/2035.02</u>	Exempt
Office Manager – Police Department	1195.90/1683.25 <u>1231.78/1733.74</u>	40 hrs/week
Parking Monitor	594.59/837.60 <u>612.43/862.73</u>	40 hrs/week
Parks and Recreation Director	2558.81/3599.05 <u>2635.58/3707.03</u>	Exempt
Parks and Recreation Secretary	999.09/1405.37	40 hrs/week
Parks Superintendent	1707.12/2401.41 <u>1758.34/2473.45</u>	Exempt

ORDINANCE NO. 9231 (Cont.)

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
Payroll Specialist	1275.36/1794.32 <u>1313.62/1848.15</u>	40 hrs/week
Planning Director	2537.18/3569.42 <u>2613.29/3676.50</u>	Exempt
Planning Secretary	999.09/1405.37	40 hrs/week
Planning Technician	1521.35/2140.47	40 hrs/week
Plans Examiner	1415.47/1991.53	40 hrs/week
Plumbing Inspector	1415.47/1991.53	40 hrs/week
Police Captain	1979.75/2785.60 <u>2039.14/2869.16</u>	Exempt
Police Chief	2724.39/3834.86 <u>2806.13/3949.90</u>	Exempt
Police Records Clerk - <u>Part Time</u>	935.60/1317.32 <u>963.67/1356.84</u>	40 hrs/week
Power Plant Maintenance Supervisor	2244.07/3156.59 <u>2311.40/3251.28</u>	Exempt
Power Plant Operations Supervisor	2335.70/3286.31 <u>2405.77/3384.90</u>	Exempt
Power Plant Superintendent – Burdick	2558.46/3600.21 <u>2635.21/3708.22</u>	Exempt
Power Plant Superintendent – PGS	2949.50/4148.57 <u>3037.99/4273.03</u>	Exempt
Public Information Officer	1470.54/2068.91 <u>1514.66/2130.98</u>	Exempt
Public Works Director	2866.03/4033.13 <u>2952.01/4154.12</u>	Exempt
Purchasing Technician	1071.93/1507.82	40 hrs/week
Receptionist	961.79/1353.34 <u>990.65/1393.94</u>	40 hrs/week
Recreation Superintendent	1618.55/2276.68 <u>1667.10/2344.98</u>	Exempt
Regulatory and Environmental Specialist	2213.05/3112.95	Exempt

ORDINANCE NO. 9231 (Cont.)

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
Senior Accountant	2279.44/3206.34 1826.15/2568.93 <u>1880.94/2646.00</u>	Exempt
Senior Communications Specialist/EMD	1198.64/1685.98 <u>1234.60/1736.55</u>	40 hrs/week
Senior Electrical Engineer	2492.06/3506.35 <u>2566.82/3611.54</u>	Exempt
Senior Equipment Operator, Solid Waste	1270.24/1787.37 <u>1308.34/1840.99</u>	40 hrs/week
Senior Utility Secretary	1002.03/1413.19 <u>1032.10/1455.58</u>	40 hrs/week
Shooting Range Operator	1368.25/1925.50	40 hrs/week
Shooting Range Superintendent	1618.55/2276.68 <u>1667.10/2344.98</u>	Exempt
Solid Waste Division Clerk	898.54/1264.12 <u>925.50/1302.04</u>	40 hrs/week
Solid Waste Superintendent	1838.29/2586.82 <u>1893.44/2664.42</u>	Exempt
Stormwater Technician	1418.74/1996.13	40 hrs/week
Street Superintendent	1758.89/2477.35 <u>1811.65/2551.67</u>	Exempt
Street Supervisor	1396.18/1963.59 <u>1438.06/2022.50</u>	40 hrs/week
Turf Management Specialist	1415.21/1991.14 <u>1457.66/2050.87</u>	40 hrs/week
Utility Director	3896.36/5481.07 <u>4013.25/5645.50</u>	Exempt
Utility Production Engineer	2630.29/3701.68 <u>2709.20/3812.73</u>	Exempt
Utility Secretary	999.09/1405.37	40 hrs/week
Utility Services Manager	2059.48/2898.16 <u>2121.26/2985.11</u>	Exempt

ORDINANCE NO. 9231 (Cont.)

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
Utility Warehouse Supervisor	1601.66/2252.73 <u>1649.71/2320.31</u>	40 hrs/week
Victim Assistance Unit Coordinator	935.60/1317.32 <u>963.67/1356.84</u>	40 hrs/week
Wastewater Engineering/Operations Superintendent	2051.64/2887.97 <u>2113.19/2974.61</u>	Exempt
Wastewater Plant Chief Operator	1310.87/1845.26 <u>1350.20/1900.62</u>	40 hrs/week
Wastewater Plant Maintenance Supervisor	1516.01/2133.58 <u>1561.49/2197.59</u>	40 hrs/week
Wastewater Plant Process Supervisor	1572.10/2213.43 <u>1619.26/2279.83</u>	40 hrs/week
Water Superintendent	1937.68/2725.61 <u>1995.81/2807.38</u>	Exempt
Water Supervisor	1652.15/2326.74 <u>1701.72/2396.54</u>	40 hrs/week
Worker / Seasonal	580.00/1600.00	Exempt
Worker / Temporary	580.00/1600.00	40 hrs/week

SECTION 2 The currently occupied classifications of employees of the City of Grand Island included under the AFSCME labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the AFSCME labor agreement shall work prior to overtime eligibility are as follows:

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
Equipment Operator – Streets	1067.36/1500.97 <u>1110.06/1561.01</u>	40 hrs/week
Fleet Services Attendant/Clerk	970.31/1368.56 <u>1009.13/1423.30</u>	40 hrs/week

ORDINANCE NO. 9231 (Cont.)

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
Fleet Services Inventory Specialist	1064.33/1497.94 <u>1106.90/1557.86</u>	40 hrs/week
Fleet Services Mechanic	1217.58/1712.45 <u>1266.28/1780.94</u>	40 hrs/week
Horticulturist	1127.00/1587.89 <u>1172.08/1651.40</u>	40 hrs/week
Maintenance Worker – Cemetery	1059.27/1490.86 <u>1101.64/1550.50</u>	40 hrs/week
Maintenance Worker – Parks	1052.20/1481.77 <u>1094.29/1541.04</u>	40 hrs/week
Maintenance Worker – Streets	1029.96/1449.42 <u>1071.16/1507.39</u>	40 hrs/week
Senior Equipment Operator – Streets	1169.44/1646.53 <u>1216.22/1712.39</u>	40 hrs/week
Senior Maintenance Worker – Parks	1169.44/1646.53 <u>1216.22/1712.39</u>	40 hrs/week
Senior Maintenance Worker – Streets	1169.44/1646.53 <u>1216.22/1712.39</u>	40 hrs/week
Traffic Signal Technician	1169.44/1646.53 <u>1216.22/1712.39</u>	40 hrs/week

SECTION 3. The currently occupied classifications of employees of the City of Grand Island included under the IBEW labor agreements, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW labor agreements shall work prior to overtime eligibility are as follows:

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
Accounting Clerk	1071.82/1418.39 <u>1112.01/1471.52</u>	40 hrs/week

ORDINANCE NO. 9231 (Cont.)

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
Cashier	983.75/1340.53 <u>1020.64/1390.80</u>	40 hrs/week
Computer Operator	1434.40/1885.62	40 hrs/week
Computer Programmer	1703.42/2285.98	40 hrs/week
Computer Technician	1477.44/1942.22	40 hrs/week
Custodian	1148.73/1356.50 <u>1191.81/1407.37</u>	40 hrs/week
Electric Distribution Crew Chief	2098.30/2668.66 <u>2176.99/2768.73</u>	40 hrs/week
Electric Underground Crew Chief	2098.30/2668.66 <u>2176.99/2768.73</u>	40 hrs/week
Engineering Technician I	1322.31/1891.98 <u>1371.90/1962.94</u>	40 hrs/week
Engineering Technician II	1634.64/2241.32 <u>1695.94/2325.37</u>	40 hrs/week
GIS Technician	1681.79/2359.90 <u>1744.86/2448.39</u>	40 hrs/week
Instrument Technician	1972.38/2605.68 <u>2046.35/2703.39</u>	40 hrs/week
Lineworker Apprentice	1279.06/1875.51 <u>1327.03/1945.84</u>	40 hrs/week
Lineworker First Class	1938.77/2293.01 <u>2011.47/2378.99</u>	40 hrs/week
Materials Handler	1596.40/2139.93 <u>1656.26/2220.18</u>	40 hrs/week
Meter Reader	1150.20/1499.89 <u>1193.34/1556.14</u>	40 hrs/week
Meter Technician	1546.45/1911.26 <u>1604.44/1982.93</u>	40 hrs/week
Power Dispatcher I	1936.62/2692.66 <u>2009.25/2793.64</u>	40 hrs/week
Power Dispatcher II	2034.06/2827.69	40 hrs/week

ORDINANCE NO. 9231 (Cont.)

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
Power Plant Maintenance Mechanic	2110.34/2933.73 1833.22/2282.70 <u>1901.96/2368.30</u>	40 hrs/week
Power Plant Operator	2165.68/2522.65 <u>2246.90/2617.25</u>	40 hrs/week
Senior Accounting Clerk	1204.75/1578.13 <u>1249.93/1637.30</u>	40 hrs/week
Senior Engineering Technician	2068.27/2531.10 <u>2145.83/2626.02</u>	40 hrs/week
Senior Materials Handler	1838.09/2397.54 <u>1907.02/2487.45</u>	40 hrs/week
Senior Meter Reader	1362.24/1616.82 <u>1413.33/1677.46</u>	40 hrs/week
Senior Power Dispatcher	2352.96/3228.92 <u>2441.20/3350.01</u>	40 hrs/week
Senior Power Plant Operator	2135.25/2737.33 <u>2215.32/2839.98</u>	40 hrs/week
Senior Substation Technician	2514.09/2605.68 <u>2608.37/2703.39</u>	40 hrs/week
Senior Water Maintenance Worker	1493.74/1966.90 <u>1549.75/2040.66</u>	40 hrs/week
Substation Technician	2327.38/2419.78 <u>2414.66/2510.52</u>	40 hrs/week
Systems Technician	2051.09/2605.68 <u>2128.00/2703.39</u>	40 hrs/week
Tree Trim Crew Chief	1837.37/2281.74 <u>1906.27/2367.31</u>	40 hrs/week
Utilities Electrician	1841.26/2419.78 <u>1910.30/2510.52</u>	40 hrs/week
Utility Technician	1798.35/2529.64 <u>1865.79/2624.50</u>	40 hrs/week
Utility Warehouse Clerk	1328.81/1639.43	40 hrs/week

ORDINANCE NO. 9231 (Cont.)

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
Water Maintenance Worker	1244.51/1721.04 <u>1378.64/1700.91</u> <u>1291.18/1785.58</u>	40 hrs/week
Wireworker I	1398.10/1976.90 <u>1450.53/2051.04</u>	40 hrs/week
Wireworker II	1938.77/2293.01 <u>2011.47/2378.99</u>	40 hrs/week

SECTION 4. The currently occupied classifications of employees of the City of Grand Island included under the FOP labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the FOP labor agreement shall work prior to overtime eligibility are as follows:

Classification	Bi-Weekly Pay Range Min/Max
Police Officer	1329.59/1858.69 <u>1376.13/1923.74</u>
Police Sergeant	1664.12/2280.23 <u>1722.37/2360.04</u>

OVERTIME ELIGIBILITY

The City has reserved its right to the utilization of the 207(k) FLSA exemption and will implement this as the hours of work effective the first full pay period following the execution of the labor agreement. The pay period for purposes of calculating overtime shall consist of a fourteen (14) day cycle that runs concurrent with the City's current payroll cycle. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked,

ORDINANCE NO. 9231 (Cont.)

vacation, personal leave and holiday hours. Employees shall be eligible for overtime when they exceed their hours scheduled for work in the fourteen (14) day pay cycle with a minimum of eighty (80) hours. There shall also be established for each employee in the bargaining unit a Training and Special Events bank of fifty (50) hours per individual per contract year. Each employee may be scheduled for training or special event duty with a minimum of seven (7) days notice prior to the commencement of the pay period and the training and special events bank hours may be added to the eighty (80) hour, two (2) week pay period up to eighty-six (86) hours and these hours shall not be eligible for overtime. Training and special events hours worked in excess of eighty-six (86) hours in a two week pay period will be eligible for overtime, but will not be subtracted from the training and special events bank. All work completed after eighty (80) hours in a pay period that is performed for work that is funded by grants from parties outside or other than the City of Grand Island, shall be paid overtime for the time worked after eighty (80) hours, if the time is funded at overtime rates by the grant. Any such grant hours are not deducted from the training and special events bank.

SECTION 5. The currently occupied classifications of employees of the City of Grand Island included under the IAFF labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the IAFF labor agreement shall work prior to overtime eligibility are as follows:

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
Fire Captain	1739.56/2412.00 <u>1800.44/2496.42</u>	212 hrs/28 days
Firefighter / EMT	1292.40/1875.55 <u>1337.63/1941.19</u>	212 hrs/28 days

ORDINANCE NO. 9231 (Cont.)

Firefighter / Paramedic	1442.94/2037.92 <u>1493.45/2109.24</u>	212 hrs/28 days
-------------------------	--	-----------------

SECTION 6. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW-WWTP labor agreement, and the ranges of compensation salary and wages, excluding shift differential as provided by contract, to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW-WWTP labor agreement shall work prior to overtime eligibility are as follows:

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – WWTP	1067.22/1501.67 <u>1104.57/1554.23</u>	40 hrs/week
Equipment Operator – WWTP	1211.61/1704.86 <u>1254.02/1764.54</u>	40 hrs/week
Maintenance Mechanic I	1211.61/1704.86 <u>1254.02/1764.54</u>	40 hrs/week
Maintenance Mechanic II	1356.61/1908.89 <u>1404.09/1975.70</u>	40 hrs/week
Maintenance Worker – WWTP	1211.61/1704.86 <u>1254.02/1764.54</u>	40 hrs/week
Senior Equipment Operator – WWTP	1309.65/1842.81 <u>1355.49/1907.30</u>	40 hrs/week
Wastewater Clerk	911.66/1282.78 <u>943.56/1327.67</u>	40 hrs/week
Wastewater Plant Laboratory Technician	1286.17/1809.77 <u>1331.18/1873.11</u>	40 hrs/week
Wastewater Plant Operator I	1083.64/1524.80 <u>1121.57/1578.17</u>	40 hrs/week
Wastewater Plant Operator II	1211.61/1704.86 <u>1254.02/1764.54</u>	40 hrs/week

ORDINANCE NO. 9231 (Cont.)

SECTION 7. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW-Clerical/Service group are as follows:

<u>Classification</u>	<u>Bi-Weekly Pay Range</u> <u>Min/Max</u>	<u>Overtime</u> <u>Eligibility</u>
<u>Accounting Technician – Streets</u>	<u>1093.44/1538.67</u>	<u>40 hrs/week</u>
<u>Administrative Assistant</u>	<u>1180.58/1662.19</u>	<u>40 hrs/week</u>
<u>Audio Video Technician</u>	<u>1115.35/1569.42</u>	<u>40 hrs/week</u>
<u>Building Inspector</u>	<u>1415.47/1991.53</u>	<u>40 hrs/week</u>
<u>Building Secretary</u>	<u>999.09/1405.37</u>	<u>40 hrs/week</u>
<u>Community Development Administrator</u>	<u>1245.34/1752.33</u>	<u>Exempt</u>
<u>Communication Specialist/EMD</u>	<u>1030.93/1454.21</u>	<u>40 hrs/week</u>
<u>Computer Operator</u>	<u>1434.40/1885.62</u>	<u>40 hrs/week</u>
<u>Computer Programmer</u>	<u>1703.42/2285.98</u>	<u>40 hrs/week</u>
<u>Computer Technician</u>	<u>1477.44/1942.22</u>	<u>40 hrs/week</u>
<u>Electrical Inspector</u>	<u>1415.47/1991.53</u>	<u>40 hrs/week</u>
<u>Emergency Management Coordinator</u>	<u>991.57/1394.84</u>	<u>40 hrs/week</u>
<u>Engineering Technician – Public Works</u>	<u>1418.74/1996.13</u>	<u>40 hrs/week</u>
<u>Evidence Technician</u>	<u>887.58/1248.55</u>	<u>40 hrs/week</u>
<u>Finance Secretary</u>	<u>999.09/1405.37</u>	<u>40 hrs/week</u>
<u>GIS Specialist</u>	<u>1681.79/2359.90</u>	<u>40 hrs/week</u>
<u>Maintenance Worker I – Building, Library, Police</u>	<u>1028.34/1446.75</u>	<u>40 hrs/week</u>
<u>Maintenance Worker II – Building, Library, Police</u>	<u>1082.92/1527.18</u>	<u>40 hrs/week</u>
<u>Parks and Recreation Secretary</u>	<u>999.09/1405.37</u>	<u>40 hrs/week</u>
<u>Planning Secretary</u>	<u>999.09/1405.37</u>	<u>40 hrs/week</u>
<u>Planning Technician</u>	<u>1521.35/2140.47</u>	<u>40 hrs/week</u>
<u>Plans Examiner</u>	<u>1415.47/1991.53</u>	<u>40 hrs/week</u>
<u>Plumbing Inspector</u>	<u>1415.47/1991.53</u>	<u>40 hrs/week</u>
<u>Police Records Clerk – Full Time</u>	<u>935.60/1317.32</u>	<u>40 hrs/week</u>
<u>Purchasing Technician</u>	<u>1071.93/1507.82</u>	<u>40 hrs/week</u>
<u>Shooting Range Operator</u>	<u>1368.25/1925.50</u>	<u>40 hrs/week</u>
<u>Stormwater Technician</u>	<u>1418.74/1996.13</u>	<u>40 hrs/week</u>
<u>Utility Secretary</u>	<u>999.09/1405.37</u>	<u>40 hrs/week</u>

ORDINANCE NO. 9231 (Cont.)

SECTION ~~7~~8. The classification of employees included under labor agreements with the City of Grand Island, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classification, and the number of hours and work period which certain such employees shall work prior to overtime eligibility are as stated above. All employees covered by the IAFF labor agreement shall be paid a clothing and uniform allowance in addition to regular salary in the amount of \$484.00 per year, divided into twenty-four (24) pay periods. All employees of the FOP labor agreement shall be paid a clothing and uniform allowance in addition to regular salary of \$25.00 per pay period. If any such employee covered by the IAFF or FOP labor agreements shall resign, or his or her employment be terminated for any reason whatsoever, the clothing allowance shall be paid on a prorata basis, but no allowance shall be made for a fraction of a month.

Non-union employees and employees covered by the FOP labor agreement, the IBEW Utilities and Finance labor agreements, may receive an annual stipend not to exceed \$1,000 for bilingual pay.

Employees covered by the AFSCME labor agreement shall be granted a meal allowance of \$4.50 if they are required to work two (2) hours overtime consecutively with their normal working hours during an emergency situation, and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Employees covered by the IBEW - Utilities and IBEW – Finance labor agreements shall be allowed a meal allowance for actual cost, or up to \$7.00 per meal, if they are required to work two (2) hours overtime consecutively with their normal working hours and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Direct supervisors of employees who are

ORDINANCE NO. 9231 (Cont.)

covered by labor agreements which allow overtime meal allowance shall be entitled to the same meal allowance benefit.

Utilities Department personnel in the IBEW bargaining unit and the classifications of Meter Reader Supervisor, Power Plant Superintendent, Power Plant Supervisor, Electric Distribution Superintendent, Electric Distribution Supervisor, Water Superintendent, Water Supervisor, Electric Underground Superintendent, and Engineering Technician Supervisor shall be eligible to participate in a voluntary uniform program providing an allowance up to \$18.00 per month. When protective clothing is required for Utilities Department and Wastewater Treatment Plant personnel covered by the IBEW labor agreement and employees covered by the AFSCME labor agreement, except the Fleet Services Division of the Public Works Department, the City shall pay 60% of the cost of providing and cleaning said clothing and the employees 40% of said cost. Full-time Fleet Services personnel shall receive a uniform allowance of \$12 biweekly. Public Works Department personnel in the job classifications Fleet Services Supervisor, Fleet Services Superintendent, and Fleet Services Mechanic shall receive a tool allowance of \$10 biweekly.

SECTION ~~89~~. Employees shall be compensated for unused medical leave as follows:

(A) For all non-union employees the City will include in the second paycheck in January of each year, payment for an employee's unused medical leave in excess of 960 hours accrued in the preceding calendar year. The compensation will be based on 50% of the accumulated hours above 960 at the employee's current pay rate at the time of such compensation.

ORDINANCE NO. 9231 (Cont.)

~~For those employees covered by the IBEW Utilities and IBEW Finance labor agreements, the City will compensate each employee for fifty percent (50%) of unused medical leave in excess of 960 hours accumulated as of September 30, 2008, based upon his or her pay rate on the date the compensation is paid, which will be no later than the first pay period in November 2008.~~

(B) All employees covered in the IBEW Utilities and IBEW Finance labor agreements shall be paid for forty-seven percent (47%) of their accumulated medical leave at the time of their retirement, early retirement, or death, not to exceed four hundred eighty-eight and one third hours (calculated at $47\% \times 1039 \text{ hours} = 488.33 \text{ hours}$), the rate of compensation to be based on the employee's salary at the time of retirement or death. Employees covered in the IAFF labor agreement shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-eight percent (38%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred ninety-eight and eighty-eight hundredths hours (calculated at $38\% \times 1,576 \text{ hours} = 598.88 \text{ hours}$). The amount of contribution will be based upon the employee's salary at the time of retirement. Employees covered by the IBEW Wastewater labor agreement shall be paid 37.5% of their accumulated medical leave at the time of retirement or death, based on the employee's salary at the time of retirement not to exceed three hundred ninety-nine hours (calculated at $37.5\% \times 1064 \text{ hours} = 399 \text{ hours}$). Non-union employees shall have a contribution to a VEBA made on their behalf in lieu of payment for one-half of their accumulated medical leave at the time of their retirement. The amount of contribution will be based upon the employee's salary

ORDINANCE NO. 9231 (Cont.)

at the time of retirement. All employees covered by the AFSCME labor agreement shall be paid forty-five (45%) of their accumulated medical leave bank at the time of their retirement, based on the employee's salary at the time of retirement not to exceed four hundred seventy-eight and eighty hundredths hours (calculated at $45\% \times 1064 \text{ hours} = 478.80 \text{ hours}$). All employees covered under the FOP labor agreement shall be paid thirty-seven and one-half percent (37.5%) of their accumulated medical leave bank at the time of their retirement, not to exceed four hundred five hours (calculated at $37.5\% \times 1,080 \text{ hours} = 405 \text{ hrs.}$), based on the employee's salary at the time of retirement. If death occurs while in the line of duty, employees covered under the FOP labor agreement shall be paid fifty percent (50%) of their accumulated medical leave bank at the time of their death, not to exceed five hundred forty hours ($50\% \times 1,080 \text{ hours} = 540 \text{ hrs.}$), based on the employee's salary at the time of their death.

(C) The City Administrator and department heads shall have a contribution made to their VEBA for one-half of their accumulated medical leave, not to exceed 30 days of pay, upon their resignation, the rate of compensation to be based upon the salary at the time of termination. Compensation for unused medical leave at retirement shall be as provided for non-union employees.

(D) The death of an employee shall be treated the same as retirement, and payment shall be made to the employee's beneficiary or estate for one-half of all unused medical leave for non-union employees and as defined in labor agreements for all other employees.

ORDINANCE NO. 9231 (Cont.)

SECTION ~~9~~10. The City Administrator shall receive a vehicle allowance of Five Hundred Dollars (\$500.00) per month in lieu of mileage allowance, divided into two equal payments of Two Hundred Fifty Dollars (\$250.00)~~-retroactive to date of employment.~~

SECTION ~~10~~11. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

SECTION ~~11~~12. The salary adjustments identified herein shall be effective on the date of passage and publication in pamphlet form in one issue of the Grand Island Independent as provided by law the first full pay period in October, ~~2008~~2009.

SECTION ~~12~~13. Those portions of Ordinance No. ~~9170-9179~~ and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted:

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 25, 2009

Council Session

Item G1

Approving Minutes of August 11, 2009 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

August 11, 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 August 11, 2009. Notice of the meeting was given in *The Grand Island Independent* on August 5, 2009.

Mayor Hornady called the meeting to order at 7:00 p.m. The following City Council members were present: Meyer, Niemann, Gilbert, Haase, Carney, Dugan, Ramsey, Nickerson, Zapata and Gericke. The following City Officials were present: City Administrator Jeff Pederson, City Clerk RaNae Edwards, Finance Director Mary Lou Brown, Assistant City Attorney Wes Nespor, 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 Austin Witmer and Caitlynn Schwehn along with board member Elizabeth Kuta.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of Life Saving Efforts. Mayor Hornady and Fire Chief Troy Hughes gave certificates of recognition to Ashley Schmitz, Adam Pfeifer, Bob Samuelson, Tim Schirmer, and the Doniphan QRT's who helped save the life of Cale Buhr, a 17 year old male student athlete on May 12, 2009 when he suddenly collapsed and went into cardiac arrest.

Also presented were certificates of recognition to Scott Kudera and Craig Tegeler for a second event which occurred on May 15, 2009 when Adam Wright, a training officer from Meadow Grove Fire Department became unresponsive. These people were thanked for their outstanding efforts that successfully changed the destiny for two individuals.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Utility Easement Located at 4811 Gold Core Drive (Joseph & Lori Brown). Gary Mader, Utilities Director reported that a utility easement was needed at 4811 Gold Core Drive in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The easement would be used to locate underground primary cable and a pad-mounted transformer to provide electric service to a new bus storage and repair shop for Holiday Travel. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at 731 Allen Drive (Highway Motels of Nebraska, Inc.). Gary Mader, Utilities Director reported that a utility easement was needed at 731 Allen Drive in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The easement would be used to place high voltage underground cables and a pad-mounted transformer to provide electric service to the new

Holiday Inn Express currently being constructed. Staff recommended approval. No public testimony was heard.

Public Hearing on Proposed FY 2009-2010 City Single Budget. This item was pulled from the agenda at the request of the Finance Director.

Public Hearing on Community Redevelopment Authority (CRA) Budget. This item was pulled from the agenda at the request of the Finance Director.

ORDINANCES:

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

#9228 – Consideration of Amendments to Chapter 5 of the Grand Island City Code
Relative to Animals

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

Assistant City Attorney Wes Nespor reported Ordinance #9228 would amend Chapter 5 of the Grand Island City Code - Animals to update rabies observation to mirror state law and incorporate changes suggested by the Animal Advisory Board.

Motion by Meyer, second by Nickerson to approve Ordinance #9228.

City Clerk: Ordinance #9228 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9228 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Hornady: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9228 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda Item G-7 was pulled for further discussion. Motion by Zapata, second by Meyer to approve the Consent Agenda excluding item G-7.. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of July 28, 2009 City Council Regular Meeting.

Approving Re-Appointment of Doug Jensen to the Animal Advisory Board.

Approving Request from Kelsey Scoggins, 103 West 22nd Street for Liquor Manager Designation for the United Veterans Club, 1914 West Capital Avenue.

Approving Request of Fonner Park Exposition and Events Center, Inc. for Ratification of Election of Board of Directors.

#2009-188 – Approving Acquisition of Utility Easement Located at 4811 Gold Core Drive (Joseph & Lori Brown).

#2009-189 – Approving Acquisition of Utility Easement Located at 731 Allen Drive (Highway Motels of Nebraska, Inc.).

#2009-191 – Approving Bid Award for One (1) 10” Raw Sewage Pump for the Wastewater Division of the Public Works Department with Bert Gurney & Associates of Omaha, Nebraska in an Amount of \$29,095.00.

#2009-192 – Approving Contract with IES Industrial, Inc. of Grand Island, Nebraska for Project WW050 Replacement SCADA System for Waste Water Treatment Plant in an Amount of \$433,769.00.

#2009-193 – Approving Renewal of Contract for Employee Assistance Program (EAP) Services with Family Resources of Greater Nebraska, Grand Island, Nebraska in an Amount of \$14,475.00 for one year.

#2009-190 – Approving Pipeline Crossing and Encroachment Agreement at Husker Highway and Union Pacific Railroad Crossing for Water Main Project 2009-W-3 – Alda Water Main Project for a One-time lease payment of \$12,406.00. Gary Mader, Utilities Director answered questions regarding construction costs, tap fees, liability insurance, future costs, and ownership of the water line.

Motion by Ramsey, second by Carney to approve Resolution #2009-190. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Meyer to approve the Claims for the period of July 29, 2009 through August 11, 2009, for a total amount of \$2,524,456.65. Unanimously approved.

Motion by Dugan, second by Gericke to approve the Claims for the period of July 29, 2009 through August 11, 2009 for State Fair Recreational Building in the amount of \$13,700.00. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 7:30 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, August 25, 2009

Council Session

Item G2

**Approving Minutes of August 18, 19, and 20, 2009 City Council
Budget Meetings**

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL BUDGET MEETING

August 18, 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 August 18, 2009. Notice of the meeting was given in *The Grand Island Independent* on August 12, 2009.

Mayor Hornady called the meeting to order at 7:00 p.m. The following City Council members were present: Councilmember's Meyer, Niemann, Gilbert, Haase, Carney, Dugan, Ramsey, Nickerson, and Gericke. Councilmember Zapata was absent. The following City Officials were present: City Administrator Jeff Pederson, City Clerk RaNae Edwards, Finance Director Mary Lou Brown, 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 Audie Aguilar and Kiara Solorzano.

PUBLIC HEARINGS:

Public Hearing on Proposed FY 2009-2010 City Single Budget. Mary Lou Brown, Finance Director reported that Council needed to conduct a public hearing to take information from the citizens of Grand Island on the proposed FY 2009-2010 City Single Budget. Adoption of the budget and lid limit increase was scheduled for September 8, 2009. Mike McDermott, 1603 Gretchen Avenue and Lynn Widdifield, 223 South Shady Bend Road spoke in opposition to a tax increase. No further public testimony was heard.

Councilmember Zapata was present at 7:10 p.m.

Public Hearing on Community Redevelopment Authority (CRA) Budget. Chad Nabity, Regional Planning Director presented the CRA 2009-2010 Annual Budget. Presented was a PowerPoint presentation explaining the CRA programs and functions. The following budget highlights were presented: 1) \$100,000 to purchase dilapidated properties/infrastructure 2) \$150,000 for façade development and 3) \$800,000 for other projects. Total CRA request was \$425,000 for 2009-2010 which was down from \$475,000 requested in 2008-2009. No public testimony was heard.

Review of Proposed FY 2009/2010 City Single Budget. Mayor Hornady commented on the long difficult process of creating the 2009-2010 budget. Mentioned was that the department director's would present their budget and then questions would follow. The plan was to work until 9:30 p.m. with further meetings scheduled for Wednesday and Thursday.

Jeff Pederson, City Administrator commented briefly on the city budget including the Budget in Brief document, transmittal letter, and salary survey recently received by the Human Resources Department.

Council reviewed each of the following department budgets:

Administration – Paul Breseno, Assistant to the City Administrator presented the following budgets. Personnel services increase of 3.55% due to step and annual increases and a decrease in Health Insurance. Operating Expenses Increase of 2.19% due to ICMA Program Prioritization and Community Results and National Citizen Survey.

Legislative (Mayor and City Council) – City Council operating expenses increase of 8.38% includes \$3,600 for employee benefits internet stipend and \$7,000 for council laptops.

City Clerk – Decrease of 2.5% includes deletion of tuition reimbursement and decrease of election costs. One of the biggest items in the budget was legal notices in the amount of \$16,000.

Public Information – Personnel services increase of 6.59% due to increase to step and annual increases. Operating expenses decrease of 33.63% and Capital expenses decrease of 20.15%.

Council President Meyer spoke concerning travel and training, and other expenditures. His recommendation was to cut those line items in half. Jeff Pederson and Mary Lou Brown commented on the need and legitimacy for “other accounts”. Councilmember Nickerson commented on the cut of travel and training stating 50% was too drastic, but some sort of a cut was necessary. Councilmember Haase raised concerns on exceeding line items within each budget. Also mentioned were the City’s fiscal policies.

Finance – Mary Lou Brown, Finance Director presented the Finance Department budget. Sales tax was up 1.3% over prior fiscal year. The 2010 budget reflects an annual increase of 1.8% over the 2009 projected receipts. Occupation tax was to be used for only two purposes: State Fair Building lease payments of \$755,000 per year and expenses for the Veteran’s Athletic Complex. Property tax reflects the 12% proposed rate increase. Motor vehicle tax collections reflect a year-over-year growth rate of 1.9%. Total operating expense in non-departmental was \$530,600 and lease payments were \$2,197,000. Nineteen employees were represented by the Finance IBEW Union; an additional 2 would be part of the new IBEW Union. The monthly average number of customers billed in 2008 was: electric – 24,129; water – 15,270 and sewer – 14,867. 90% of the Finance Operation Expense was related to personnel and the charge for IT services. Grand Island was a leader in the use of Munis and drives many of the overall system enhancements.

Ms. Brown explained Informational Technologies (IT) was used by other City departments and each department was charged for those services. Six of these employees would be represented by the new IBEW Union. A review of the needs of the City and the current structure of IT would be completed this fall. Ms. Brown gave an overview of the IT System Support. IT revenue was received from each department within the City for a total of \$1,014,975.00. 85% of IT expense was related to personnel service and contract services. \$210,000 was the expense related to Munis and Microsoft licensing fees. Ms. Brown explained the known changes to proposed 2009-2010 Ending Cash Balances and Proposed Budget Appropriations.

Councilmember Gilbert suggested every department try to find ways to save money. Mentioned was to have a balanced budget. Councilmember Haase asked questions concerning the credit card expense for customers paying by credit card. Comments were made on the IT budget in the amount of \$1.1 million. Councilmember Carney commented on the transmittal letter relying more on debt to pay for capital improvement projects, how much the citizen’s could pay through

taxes, and if there was a limit. Councilmember Dugan commented on the growth of revenues, expenses, and government services. He stated our focus needed to be put on the core services the City needed to provide.

Legal – Dale Shotkoski, City Attorney presented the Legal Department budget. The Legal department was a small department with only three employees which provides services to the General fund departments and Enterprise fund departments. Revenues come from the Stop program and enterprise fund reimbursement. Total budget for the Legal department was \$343,228 or 0.88% of the 2009-2010 proposed budget. The department budget increase of \$17,570 represented a 5.39% increase to the department. The increase was equal to .045% of the total General fund budget. The increase was due to wage (step) increases. Operating expense for 2009-2010 proposed budget was 3.47% less than 2008-2009.

Discussion was held on travel and training. Mr. Shotkoski explained continuing education was required by the Nebraska State Bar Association. Outside legal council was discussed. Councilmember Gilbert stated continuing education should be paid by the employee.

Human Resources – Brenda Sutherland, Human Resources Department Director presented the Human Resources Department budget. Primary responsibilities were: recruitment, compliance and information management, benefit and risk management administration, labor relations, and classification and compensation. Human Resources provided support for all other departments in the City. The dollars budgeted represented 1.15% (\$454,890) of the general fund budget. 25% of the Human Resources budget was allocated to operating expenses such as: comparability surveys, EAP services, citywide training, advertising, applicant tracking system, employee evaluation system, and pre-hire testing. Ms. Sutherland explained the wellness program within the City. Medical and prescription drug claims were down by more than \$200,000 over the past twelve months. The City was recently notified by Governor Heineman that the City would be receiving the Governor's Excellence in Wellness Award in September. A new health insurance vendor was currently being negotiated and a contract would be brought before the Council at the August 25, 2009 council meeting. Risk management was mentioned with a reduction of more than \$53,000 paid by departments for work comp. insurance and work comp. claims paid from 01/09 thru 07/09 were \$114,250 less than the same time period last year.

Councilmember Gilbert stated the City paid much better than other businesses with regards to benefits. Ms. Sutherland stated this was due to the comparability study required by law. Councilmember Haase commented on health insurance and pension. Co-pay and self insurance were mentioned. Ending cash balance reserve for insurance was discussed. Pension expenses were mentioned. Ms. Brown stated annual actuarial studies would be required. Councilmember Niemann asked if percentage of salary was related to benefits. Ms. Sutherland stated the City ran around 25%. Councilmember Carney asked if we had a cap on self assurance. Ms. Sutherland stated we had a \$1 million dollar maximum coverage for medical. Legal fees for CIR were paid out of the Human Resources budget. Other legal fees were paid out of the general fund. Councilmember Haase asked about the cafeteria plan and if it was a benefit to the employee. Ms. Sutherland stated it was a great benefit to the employee because of the tax break.

Building – Craig Lewis, Building Department Director presented the Building Department budget. Two divisions made up the Building Department fund which included maintenance and

Building Inspections/Permits. Explained were the maintenance needs for the City building. Permit and inspection fees brought in approximately 70% to offset the total budget.

Councilmember Gilbert commented on the number of employees in the department compared to the number of permits, inspections, and construction. Mr. Lewis explained the need for the number of employees and what they did. Councilmember Meyer questioned insurance premium, fuel, and vehicles. Councilmember Haase commented on keeping vehicles longer and revenue sources through the plumbing inspector.

Motion by Nickerson, second by Zapata to fix the time to which to adjourn to Wednesday, August 19, 2009 at 7:00 p.m. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 9:35 p.m.

RaNae Edwards
City Clerk

City Council Budget Meeting – Cont.
August 19, 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 August 19, 2009. Notice of the meeting was given in *The Grand Island Independent* on August 12, 2009.

Mayor Hornady called the meeting to order at 7:00 p.m. The following City Council members were present: Councilmember's Meyer, Niemann, Gilbert, Haase, Carney, Dugan, Ramsey, Zapata, Nickerson, and Gericke. The following City Officials were present: City Administrator Jeff Pederson, City Clerk RaNae Edwards, Finance Director Mary Lou Brown, 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 Lauren Cantrell and Danielle Jim.

The City Council resumed review of the 2009/2010 proposed budget.

Mary Lou Brown, Finance Director answered the following questions from last night's meeting as follows:

What is the dollar amount we have budgeted for outside legal costs and where are these dollars located in the budget?

Attorney fees for outside legal costs are budgeted primarily in the Contingency Account within Non-Departmental in the General Fund. Actual amounts for 2007 and 2008 were \$89,827.75 and \$40,619.73, respectively. The 2009 projected amount is \$25,000 and the 2010 budget amount is \$30,000. Most of the actual amounts have been spent with Harding & Shultz.

In addition, \$8,000 in legal services has been budgeted within General Insurance in the Internal Service Fund. These amounts are for legal fees in conjunction with both the General Government Insurance and the Workers Compensation Program.

How much of the IT allocation of services shows up in the General Fund?

\$458,100 of the IT allocation is expense in the General Fund. Finance is the recipient of the largest allocation at \$225,000.

What percentage of customer payments is made by credit card?

Approximately 5% of customer payments are made by credit card.

What is the co-pay dollar amount contributed by employees?

The total cost of healthcare under the new rate structure is budgeted at \$5,621,098 with the employees share of that being \$725,879.

What is the reason for the insurance premium decrease within the Building Department operating expense?

An RFP that was completed in 2008 resulted in lower premiums for the general liability insurance program.

Can the Special Revenue Backflow program be brought into the Building Department General Fund account and why is the balance in the Fund negative?

The Special Revenue Backflow program could be folded into the Building Department General Fund.

The monthly fee that is included on each customer bill to support the Backflow program is \$0.35. This fee was increased from \$0.30 to \$0.35 effective with Ordinance #9181 that was effective 10/1/08. It appears that the fee at the current level is unable to offset the costs associated with the program and is therefore causing the negative Fund balance.

Can the cash reserve of the Cafeteria Plan be transferred to the General Fund?

This Fund acts as an agent which withholds elected amounts from employee payroll and then reimburses the employee as eligible expenses are incurred. The money in the Fund theoretically belongs to the employees who contributed the funds. It is possible to have either a negative or positive balance in this Fund due to the timing of employee payroll deductions and the actual usage of the Plan. If an employee uses most of their payroll deduction early in the year and then leaves his/her employment with the City, the individual account balance will be negative. The same is true in reverse which would cause a positive balance to exist.

A legal review of the Cafeteria Plan Document needs to be completed prior to making a final response to this question.

What is a good cash reserve for health insurance?

The answer to this question is not a concrete one. The level of risk that the City is willing to assume will drive the answer and is therefore open to some debate. For those with a high risk tolerance, a reserve that covers 2 – 3 months of claims may be deemed adequate. For those with a risk avoidance perspective, 6 months of claims coverage may be the response.

What is the appropriate amount of debt a city can assume?

Follow-up with outside experts is underway and a response will be provided as soon as available.

What are the current and historical debt ratings for the City?

Follow-up is being completed and will be provided as soon as available.

Fire – Troy Hughes, Fire Chief presented the Fire Department budget. Operating costs were reduced or held steady where possible with the exceptions of Fire and EMS. Some of the increases in the fire budget were: computer services, public education materials, utility services, vehicle maintenance, other, and hose line items. Increases in the EMS budget were: computer services, repair and maintenance of machinery, and ambulance refunds. Capital items impacting the 2009-2010 budget were: rescue pumper \$550,000; staff car \$35,000; cardiac defibrillators \$39,000; and concrete replacement \$50,000. GIFD programs to add value to tax dollars were: consolidated cleaning/laundry supply purchasing; installed metal roof on Station 3 and 4; hose specifications required 10 year replacement warranty; tobacco policy; began installing motion sensing light controls; and EMS collections were up.

Chief Hughes commented on the value added through grant funding: self contained breathing apparatus - \$241,000; protective clothing - \$83,000; HAZMAT - \$25,000 - \$35,000 and pending grant requests – rescue pumper, six FTEs, smoke detector program for mobile homes, protective clothing, and crossfit wellness program. The following future needs were mentioned: apparatus replacement schedule; long range – fire station in northeast part of town, and staff needs.

Councilmember Dugan asked about the \$35,000 staff car. Chief Hughes stated this would be a pickup to haul hose and other equipment. This cost would include lights, radios, etc. Councilmember Ramsey asked about travel and training. Chief Hughes stated they budgeted around \$750.00 per person. Training was important and they were partnering with other departments for training to be more efficient and cost effective. Discussion was held on mutual aid services and the sharing of equipment between towns. Councilmember Gilbert commented on overtime and asked what the Fire Department could do to keep this line item down. Chief Hughes stated they needed to be fully staffed in order to keep the overtime budget down. Councilmember Haase commented on the EMS revenues versus expenses and complimented the department on the tax subsidy. FTE's were discussed in the EMS division. Councilmember Zapata asked about the number of staff. Chief Hughes explained how the staff works and what a Kelly day was.

Police – Steve Lamken, Police Chief presented the Police Department budget. Chief Lamken stated the goal of the Police Department was a safe community. The Police Department's job was to encourage a community that feels safe, accepted and connected and protects its citizens, proactively prevents crime and enforces the law. The Police Department direction started in 2007, "Nice vs. Necessary", tasks and programs, and department tracked with council priorities. The following actions had been taken to make the department more efficient: changes in service delivery; elimination of redundant tasks; creation of patrol support unit; job task analysis of support functions; restructuring of the administration support staff; and implementation of field reports for officers. Department program changes were as follows: all administrative support services under unified supervision; implementation of filed reporting; reorganization of Gang Operation Unit; restructuring business phone and service desk operations; reducing police services dog training schedule; and new airport security contract. The following programs had been eliminated: special event and escort activities; Community Police Academy; GREAT

Summer Youth Program; and metered parking enforcement study. Department budget highlights included: personnel – increase for new officers \$170,000 in addition to annual increases; overtime – reflects two new programs assigned to the department – State Fair and State Volleyball Tournament.

Councilmember Dugan asked about the new Dodge Charger police cars and gas mileage. Chief Lamken stated they are not better on gas mileage than the Ford Impala's and the department would not be buying any more in the future. Councilmember Gilbert commented on overtime and the Humane Society contract. Councilmember Ramsey commented on discontinuing the GREAT program. Chief Lamken stated this program would continue in the school but they had eliminated the summer program. Councilmember Haase commented about the school crossing guards.

Emergency Management – Jon Rosenlund, Emergency Management Director presented the Emergency Management budget. Department activity included: CAD calls up 8% since 2004; 50,000 911 calls in 2008; 140,000 non-emergency calls; 740,000 radio traffics annually; managed nearly \$742,000 in grant funds since 2006; recent disaster events – 2005 flooding, 2006/07 ice storm, and 2008 flooding. Recent Department upgrades were: facility expansion provided 4 complete consoles, radio system upgrade, telephone system upgrade, established short term alternate 911 center, replaced back-up generator at county tower, and replaced and expanded warning sirens. The following were issues on the horizon and the department was working on them: H1N1 flu response; FCC narrow banding upgrade requirement; warning siren replacement & expansion, establish long term alternate 911 center, disaster planning by rewriting Local Emergency Operations Plan, continuity of operations/government plan, and animal disease plan.

Mr. Rosenlund stated all general fund operations were divided 50/50 with Hall County. The Special Revenue Fund was generated by 911 surcharges and supported 911 system & activities. Personnel cost was 78% of the budget.

Councilmember Meyer asked about the Citizen Corp. Mr. Rosenlund stated this line item was completely funded by grant monies. Councilmember Gilbert asked about FTE's. Mr. Rosenlund explained the change in FTE's and the switch to the general fund. Overtime was discussed. Councilmember Haase asked about an alternate 911 center in another county. Mr. Rosenlund commented on other areas not having the ability to communicate with our systems. Comments were made concerning the City being an alternate site for FEMA. Councilmember Gericke asked if we had enough funds for the narrow banding. Mr. Rosenlund stated grant funding was being looked at.

Public Works – Steve Riehle, Public Works Director presented the Public Works budget. Mr. Riehle stated the Public Works Department had the following 5 divisions: Engineering/Administration; Fleets Services; Solid Waste; Streets; and Waste Water. Mr. Riehle commented on the duties of each division. 2010 Engineering budget highlights included 89% for personnel costs and 11% for operating costs. Street Division included: 72% operating, 23% personnel, and 5% capital. Fleet services included: 67% operating, 31% personnel, and 2% capital. Waste Water included: 46% capital, 34% operating, 10% personnel, and 10% debt service.

Councilmember Gilbert asked about the quiet zone wayside horns. Mr. Riehle stated this was not included in this budget. Discussion was held regarding the fleet services possible move to the fire training ground east of town. Councilmember Haase asked questions concerning the engineering revenues. Traffic signals were discussed regarding personnel needs. Mr. Riehle stated 50% of concrete repair was contracted. Gas tax revenues were discussed. Councilmember Gericke stated he felt we could save money by closing railroad crossings and wouldn't have to spend money on the wayside horns. Councilmember Niemann asked about contract services.

Planning – Chad Nabity, Regional Planning Director presented the Regional Planning Department budget. The Planning Department was responsible for three divisions: Planning, Community Development, and Community Redevelopment Authority. The Planning Department budget was funded 50% by County and 50% by City. The director was funded 20% by CRA and 80% by Planning budget. Secretary was funded 10% by CRA and 90% by Planning budget. Technician was funded 38% by Utilities and 62% by Planning budget. The Community Development was funded by grant fees and general fund.

Councilmember Haase mentioned the CRA budget in the amount of \$425,000 and stated he was going to request a one year moratorium. Councilmember Ramsey commented on the moratorium and spoke against it. Mayor Hornady commented on the projects and benefits to the City by the CRA. Lincoln Pool was discussed concerning applying funds to projects like this. Mr. Nabity stated this could be done.

Library – Steve Fosselman, Library Director presented the Library budget. Mr. Fosselman reviewed the City's and Library's mission statements. Emphasis was on the following three strategic planning goals: 1) timely access to accurate information and a collection in a variety of formats and technologies; 2) a wide range of library programming functions in partnership with community agencies, and 3) services for an increasingly diverse community. Mr. Fosselman stated there were approximately 300,000 visitors per year. The following literacy/learning opportunities included: children, teens, adults, and diverse community. Hall County Bookmobile was mentioned as an important service for outreach.

Councilmember Dugan questioned office supplies. Mr. Fosselman stated this included office supplies, tags for books, programs for little kids needing supplies, processing, equipment supplies, and other. Councilmember Ramsey asked about contract services and security. Mr. Fosselman stated there was a need for security and the Police Department had helped in the past, however the Police Department was not able to do this on a routine basis. Councilmember Gilbert commented about the room use and revenues that could be charged. Councilmember Haase questioned the expense side of the Library budget and increase over the past three years compared to the revenue side. Jeff Pederson, City Administrator stated the revenue from the donation was used for the building expansion.

Motion by Nickerson, second by Zapata to fix the time to which to adjourn to Thursday, August 20, 2009 at 7:00 p.m. Upon roll call vote, Councilmember's Niemann, Gilbert, Haase, Carney, Gericke, Nickerson, Zapata, Ramsey, and Dugan voted aye. Councilmember Meyer voted no. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 9:25 p.m.

RaNae Edwards
City Clerk

City Council Budget Meeting – Cont.
August 20, 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 August 20, 2009. Notice of the meeting was given in *The Grand Island Independent* on August 12, 2009.

Mayor Hornady called the meeting to order at 7:00 p.m. The following City Council members were present: Councilmember's Meyer, Niemann, Gilbert, Haase, Carney, Dugan, Ramsey, Zapata, Nickerson, and Gericke. The following City Officials were present: City Administrator Jeff Pederson, City Clerk RaNae Edwards, Finance Director Mary Lou Brown, 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 member Brandon Pfeifer.

The City Council resumed review of the 2009/2010 proposed budget.

Mary Lou Brown, Finance Director answered the following questions from last night's meeting as follows:

What is the cost for the six new Fire FTE's to the General Fund?

The six new Fire Department's FTE's are dependent upon a successful grant application. These six new employees (if successfully grant funded) will not be hired until the middle of September 2010. The cost of these employees in next year's budget will be approximately \$15,000. During the 2010-2011 budget year, these employees will have a cost of about \$350,000 depending upon union negotiated wages and benefits. The first four years of the grant funding will pay nearly 100% of their costs. The fifth year (2014-2015) will be the responsibility of the city's general fund. The cost during this 5th year would be approximately \$400,000 using the 2009-2010 union pay scales. It is our belief that the increasing medical call volume (projected to reach 5,856 by 2015) will easily offset the full cost of these six new FTEs by the time the city is fully responsible for their salary and benefits.

Why are there no transfers out from the Library Trust?

Other than the fact that the interest earned by this money has dropped off by half, there is no reason that the transfers were stopped. The last transfer took place in 2005 in the amount of \$6,240.

Should Fleet Services have a negative Cash balance?

Steve has updated his projections for Fleet Services for 2009 and those revisions actually result in a positive estimated cash balance for the current fiscal year. We have also determined that it is appropriate to do a one-time allocation to the departments utilizing the services of the Fleet

Department. This allocation is for the fuel tank replacement. The allocations will impact both the General Fund and Enterprise Fund Departments.

What dollar impact will we see by lowering the non-union projected salary increase from 4.5% to 3.5 or 3.75%?

A 1% reduction to the Non-union employees, inclusive of Department Directors, would amount to approximately \$65,000 reduction to the General Fund.

What is the total of all travel & training for the year?

The total Travel and Training appropriation in the Proposed Budget for the General Fund is \$201,724.

Contractually, is there any way NOT to increase employee wages this year?

The Unions would have to agree to a request to open up the Contracts to discuss a change to the wage settlements. The Union(s) would then have to agree to any reduction.

Discussion was held concerning the City's debt/bond rating.

Parks and Recreation – Steve Paustian, Parks and Recreation presented the Parks and Recreation Department budget. There are six divisions in the Parks and Recreation Department: Administration, Park Maintenance/Greenhouse, Recreation/Aquatics, Cemetery, Heartland Public Shooting Park, and Jack Rabbit Run Golf Course. Mr. Paustian reviewed each of the Parks divisions programs and problems. Comments were made concerning revenue sources and future needs in several areas.

Councilmember Carney asked about plans for the tennis club. Mr. Paustian stated there had been a request by the tennis club to take over the racket club. Currently they were working on this request and the current contract in place. Councilmember Meyer asked about Lincoln Pool, how often they would be open, and could swimming lessons be changed to the Water Park. Paustian stated the pool was open about 50% of the time. The Heartland Public Shooting Park was discussed regarding the loss of revenue. Councilmember Haase asked about starting the new cemetery on Webb Road. Paustian stated it would be seven to eight years before we would need to start or it would be driven by the need. Pool drains were discussed and the unfunded mandate. Special events were discussed such as the GI Games. The golf course was discussed with regards to being an enterprise fund versus a general fund.

Councilmember Dugan questioned the costs of season passes for the water park. Paustian stated they would be increasing the costs of the season passes for next year. Councilmember Ramsey brought up concerns concerning Lincoln Pool safety issues. Councilmember Carney asked about the beer sales at the golf course. Paustian stated the contract had changed with the new manager.

Capital Improvement Presentations (CIP):

Public Works – Steve Riehle, Public Works Director presented the following CIP projects for the Public Works Department: drainage projects totaling \$1,819,500; street construction project –

Stolley Park Road Widening – Locust to Events Center \$200,000; bonded street and sewer projects \$463,540; miscellaneous Public Works projects \$281,000 for a total of \$2,764,040.

Councilmember Meyer asked about the quiet zones and wayside horns. Riehle stated this probably wouldn't happen until the 2010 budget year. Storm water planning was discussed. Councilmember Gilbert asked questions about the Stolley Park widening project and Wasmer detention cell. Councilmember Ramsey spoke of concerns about the Stolley Park widening project. Comments were made to extend the project to Stuhr Road. Councilmember Meyer commented on traffic to the State Fair and not knowing how the traffic would flow. He recommended we wait to see where the improvements needed to be made. Northwest drainage project in the amount of \$725,000 was discussed. Councilmember Niemann commented on Stolley Park widening and agreed with Councilmember Meyer in not doing anything until after the first year of the State Fair. Wasmer was discussed concerning culverts.

Councilmember Haase asked about the gas tax. Riehle stated gas tax could be used for street maintenance, street equipment, and street construction. Revenues and expenses for this line item were discussed. Councilmember Meyer stated he supported the project from Stolley for Fonner but not any further.

Parks & Recreation (CIP) – Steve Paustin, Parks & Recreation Director presented the following CIP projects for the Parks Department: miscellaneous park projects \$150,000; hike/bike trails \$200,000; and soccer/baseball field development – Vets Home \$1,300,000 for a total of \$1,650,000. Total Capital Projects were \$4,564,040.

Councilmember Meyer stated he was very pleased with the hike/bike trails. He suggested Council use the \$200,000 from hike/bike and put it towards Police Officers. Councilmember Gericke commented that he would like to see more hike/bike trails on the north side of the city towards the new Vets Home softball complex. Councilmember Nickerson asked about grant funding for hike/bike trail and the needs for more Police officers. Councilmember Zapata questioned Lincoln Park Pool and the cost of a wet play area. Paustian stated a wet play area would cost \$1.4 million.

Enterprise Fund Presentations:

Utilities – Gary Mader, Utilities Department Director presented the Utilities budget. The Utilities department consisted of Water and Electric. The following budget appropriation was presented for the electric department: operating expenses, taxes, & fee 15%; labor 18%; baseload fuel (coal) 21%; peaking fuel & power purchases 22%; capital – trans/dist 12%; capital – generation 3%; and debt service 9%. Mr. Mader stated fuel costs had doubled in the last few years. Pending regulatory issues consisted of carbon dioxide regulation, mercury regulation, and renewable portfolio standards.

The following budget appropriation was presented for the water department: operating expenses, taxes, & fees 36%; labor 14%; capital – reservoirs, pump stations, & wells 7%; capital – distribution 29%; debt service 7%; and power for pumping water 7%. No rate changes were expected for this fiscal year.

Councilmember Haase commented on the cash flow for the electric utilities. Costs for PGS were mentioned. Water department revenues were mentioned regarding a decrease from \$6.2 million in 2009 to \$4.6 million in 2010. This drop was because of the Alda water main. Councilmember Gilbert asked about not having meters read in the homes. Mader stated they could investigate that option.

Public Works – Wastewater – Steve Riehle, Public Works Director presented the Public Works CIP projects with regards to the Waste Water Treatment Plant. The following highlights were presented: personnel 10%; operations 25%; debt service 11%; and capital 51%.

Councilmember Meyer asked about other general supplies in the amount of \$220,000. Councilmember Gilbert asked about the odor. Riehle stated there were three sources of odor – overloading by JBS, hydrogen sulfite, and rendering or process smells from JBS.

Councilmember Dugan asked about the lottery matching fund in the amount of \$285,000 and where it was in the budget. Jeff Pederson, City Administrator stated half that amount was in the budget but he couldn't tell exactly which line item it was in. Councilmember Meyer asked what term was used for the lottery match. Mayor Hornady stated it was a lottery match but didn't know what the actual title was. Dale Shotkoski, City Attorney stated the city would only be on the hook for two quarters and Lincoln would be responsible for the other two quarters. Councilmember Haase stated it should fall under the non-departmental fund.

Mayor Hornady commented on the thorough work from the Department Director's in bringing forth a balanced budget. Specific changes council wanted needed to be brought forward in motion form so we could wrap up tonight. If not we could continue at next weeks council meeting.

Councilmember Nickerson recommended we hear from each councilmember before any motions were made.

Increasing the mill levy by 3 from .25 to .28 and the \$2 million bonding recommendation were discussed. Discussion was held concerning gathering the information before a vote was taken.

Motion by Carney, second by Gericke that we make no changes to the budget tonight. Upon roll call vote, Councilmember's Meyer, Niemann, Carney, Zapata, Nickerson, and Gericke voted aye. Councilmember's Gilbert, Haase, Dugan, and Ramsey voted no. Motion adopted.

Councilmember Meyer stated he did not want to raise the mill levy. He still wanted to cut travel & training and other expenses in the budget. Councilmember Nickerson asked the council to consider the following: reduce travel & training by 15%; wages – non-union reduce to 3.5 or 3.75; CIP projects move to next years budget – left turn lane by Northwest High School, Wasmer detention cell, and consider reallocating part of the insurance money to reinvest in hiring 4 Police Officers.

Councilmember Haase commented on the City's fiscal policy and not having a solvent budget. The following were recommended: CRA tax moratorium and no raise in property tax.

Councilmember Niemann stated the following: a tax rate increase of 1.5 was agreeable but not 3, we needed 4 new Police Officers, travel & training deduction by 25%, wait on Stolley Park Road widening project.

Councilmember Dugan stated the following: need 4 Police Officers, not sure it was necessary to increase tax rate by 3 but may have to raise it somewhat, vehicle replacement only if necessary, balancing budget – IT and fleet services have a loss and needs to be looked at, and Heartland Shooting Park, aquatics, recreation to establish a threshold on what the City would be willing to supplement.

Councilmember Carney asked Haase for a definition of budget solvency. Councilmember Haase stated there was a time to spend and a time to save.

Councilmember Gericke commented on travel and training that some departments asked for a lot and some asked for very little, an across the board cut may not be fair. What was cut this year may come back next year. He didn't want to raise taxes but may have to. Police Officers were needed even if we don't get the grant money. Grand Island is in the lower half of all first class cities in Nebraska relative to mill levy rate.

Councilmember Ramsey stated Tuesday we need to know what the dollar amount was we needed to look at. A mill levy raise if it went towards the Police Officers and safety issues was acceptable.

Councilmember Gilbert stated she would not vote for a raise in the mill levy. She asked if we could use funds from vacant fire fighters positions to be used for new Police Officers. Find a different way to fund the pumper truck. Overtime was mentioned to go back to the 2008 level. Health insurance rates, travel, and training needed to be cut; bookmobile may be a decrease if it is no longer in service, salary decreases. \$850,000 is a minimum that needed to be cut.

Councilmember Gericke commented on overtime and not having enough help.

City Administration Jeff Pederson stated staff would put some figures together and bring the budget back for approval at the August 25, 2009 City Council meeting.

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

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, August 25, 2009

Council Session

Item G3

Approving Re-Appointments of Karen Bredthauer, Scott Ericksen, and Ray Aguilar to the Interjurisdictional Planning Commission

The Mayor has submitted the re-appointments of Karen Bredthauer, Scott Ericksen, and Ray Aguilar to the Interjurisdictional Planning Commission. These appointments would become effective immediately upon approval by the City Council and would expire on May 24, 2009. Approval is recommended.

Staff Contact: Mayor Hornady



City of Grand Island

Tuesday, August 25, 2009

Council Session

Item G4

Approving Re-Appointment of Glen Murray to the Community Redevelopment Authority

The Mayor has submitted the re-appointment of Glen Murray to the Community Redevelopment Authority. This appointment would become effective August 31, 2009 upon approval by the City Council and would expire on September 30, 2014. Approval is recommended.

Staff Contact: Mayor Hornady



City of Grand Island

Tuesday, August 25, 2009

Council Session

Item G5

Approving Appointment of Judy Pederson to the Business Improvement District #6 Board

The Mayor has submitted the appointment of Judy Pederson to the Business Improvement District #6 Board. This appointment would complete the term of Dallas Kime who resigned. The appointment would become effective immediately upon approval by the City Council and would expire on September 30, 2013. Approval is recommended.

Staff Contact: Mayor Hornady



City of Grand Island

Tuesday, August 25, 2009

Council Session

Item G6

Approving Appointments of Mike Wooden and James Reed to the Business Improvement District #8 Board

The Mayor has submitted the appointments of Mike Wooden and James Reed to the Business Improvement District #8 Board. These appointments would complete the terms of Mark Tracy and K.C. Hehnke who resigned. These appointments would become effective immediately upon approval by the City Council and would expire on September 30, 2013. Approval is recommended.

Staff Contact: Mayor Hornady



City of Grand Island

Tuesday, August 25, 2009

Council Session

Item G7

**Approving Request for Reconstruction Liquor License for Casey's
Retail Company dba Casey's General Store #2737, 1814 North
Eddy Street, License "B-76265"**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: August 25, 2009

Subject: Request of Casey's Retail Company dba Casey's General Store #2737, 1814 North Eddy Street for a Reconstruction of Class "B-76265" Liquor License

Item #'s: G-7

Presenter(s): RaNae Edwards, City Clerk

Background

Casey's Retail Company dba Casey's General Store #2737, 1814 North Eddy Street has submitted an application for a Reconstruction of their Class "B-76265" Liquor License. Casey's is currently in the process of rebuilding the store at this location and anticipate opening the new store in mid to late October 2009. Attached is a drawing of the new store.

Discussion

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. Since the store is not completed, final inspection will need to be done at a later date.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the application for the reconstruction liquor license requested by Casey's Retail Company dba Casey's General Store #2737, 1814 North Eddy Street for the Class "B-76265" Liquor License contingent upon final inspections.

**APPLICATION FOR RECONSTRUCTION
TO LIQUOR LICENSE**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov

Office Use

RECEIVED
JUL 31 2009
NEBRASKA LIQUOR
CONTROL COMMISSION

Application:

- This application may be used for rebuilding due to fire or other cause having to rebuild part or all of the building
- Must include processing fee of \$45.00 made payable to Nebraska Liquor Control Commission
- Must include simple sketch showing area to be reconstructed, must include outside dimensions in feet (not square feet), direction north. No blue prints.
- May include a letter of explanation

LIQUOR LICENSE # B76265

LICENSEE NAME CASEY'S RETAIL COMPANY

TRADE NAME CASEY'S GENERAL STORE #2737

PREMISE ADDRESS 1814 N EDDY STREET

CITY GRAND ISLAND, NE 68801

CONTACT PERSON DEBBIE DOLASH, STORE OPERATIONS

PHONE NUMBER OF CONTACT PERSON 515-965-6517

ELI J. WIRTZ, SECRETARY FOR CASEY'S RETAIL COMPANY

Print Name of Signature



Signature of Licensee or Officer

State of Nebraska **IOWA**

County of POLK

The forgoing instrument was acknowledge before
me this MAY 20, 2009

Date



CHRIS MCCREADY
Commission Number 158693
MY COMM. EXP. 11/29/11

Notary Public Signature

CHRIS MCCREADY

Affix Seal Here



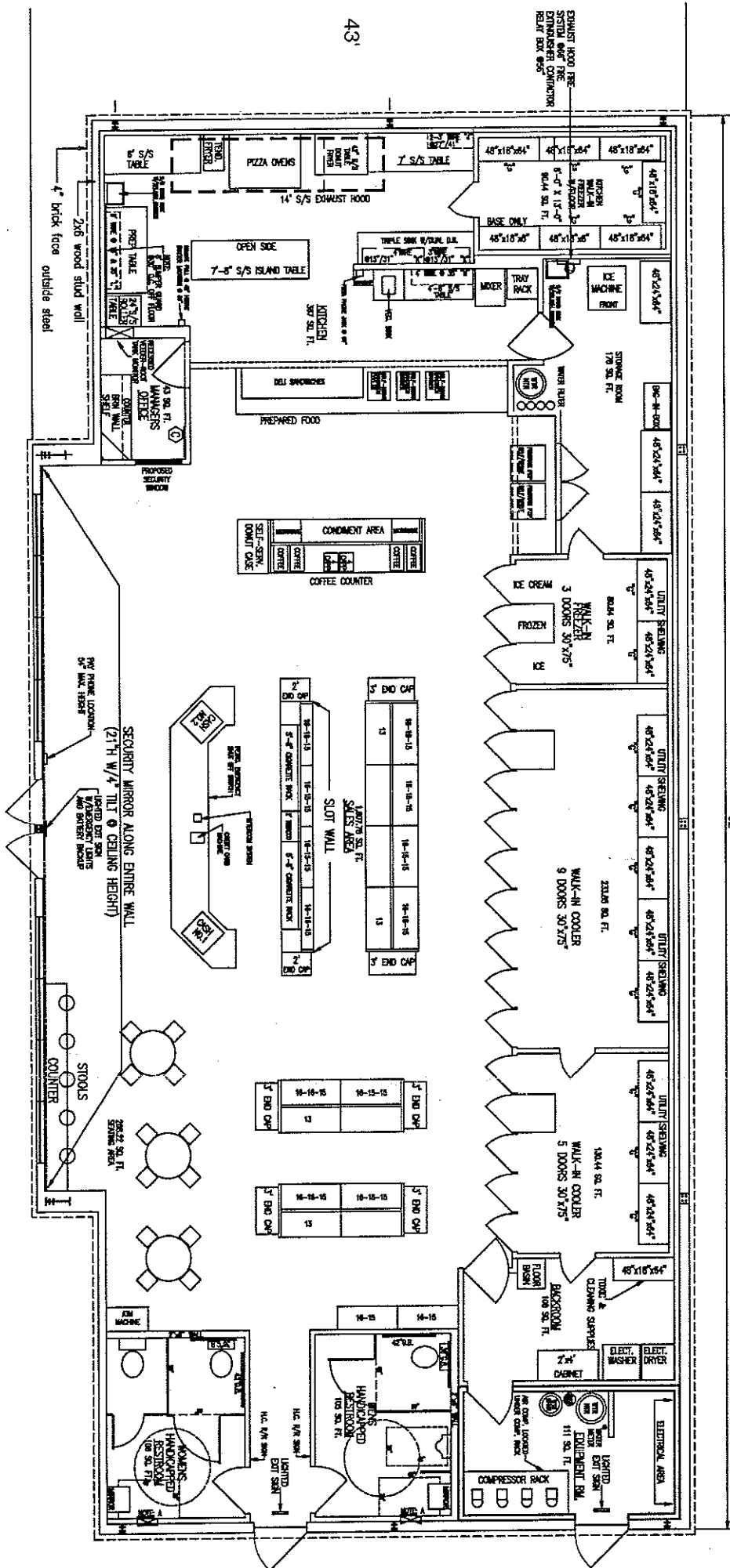
CHRIS MCCREADY
Commission Number 158693
MY COMM. EXP. 11/29/2011

BUS 1932174
\$45 -KR

sales area = 1,607.78 sq ft
walk in freezer = 80.84 sq ft
walk in cooler 9 door = 238.85 sq ft
walk in cooler 5 door = 130.44 sq ft
seating area = 268.22 sq ft

RECEIVED
JUL 31 2009
NEBRASKA LIQUOR
CONTROL COMMISSION

ONE STORY BUILDING - NO BASEMENT





City of Grand Island

Tuesday, August 25, 2009

Council Session

Item G8

Approving Preliminary Plat for Woodland Park Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: August 25, 2009

Subject: Woodland Park Subdivision Revised-Preliminary Plat

Item #'s: G-8

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

Background

This property is located east of Independence Ave. and north of Capital Ave., the Preliminary Plat proposes to create 17 lots on a tract of land consisting of part of the West Half of the Southeast Quarter (W1/2, SE1/4) of Section Two (2), Township Eleven (11) North, Range Ten (10) West of the 6th P.M. in City of Grand Island in Hall County Nebraska. This is approximately 13.491 acres.

Discussion

The revised Preliminary Plat for Woodland Park Subdivision was considered by the Regional Planning Commission at the August 5, 2009 meeting. A motion was made by Aguilar and seconded by Eriksen to approve the plat as presented on the Consent Agenda. A roll call vote was taken and the motion passed with 10 members present (Aguilar, O'Neill, Ruge, Monter, Reynolds, Haskins, Eriksen, Heineman, Bredthauer, Snodgrass) voting in favor and no member present abstaining.

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 Revised Preliminary Plat Summary

Developer/Owner

Hastings Ventures L.L.C.

429 Industrial Lane

Grand Island NE 68803

To create 17 lots east of Independence Ave and north of Capital Ave, in the City of Grand Island, in Hall County, Nebraska.

Size: 13.491 acres

Zoning: R2 – Low Density Residential Zone

Road Access: Public City Roads

Water Public: Public water is available

Sewer Public: Public sewer is available





City of Grand Island

Tuesday, August 25, 2009

Council Session

Item G9

**#2009-194 - Approving Final Plat and Subdivision Agreement for
Woodland Park Tenth Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: August 25, 2009

Subject: Woodland Park Tenth Subdivision – Final Plat

Item #'s: G-9

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

Background

This property is located east of Independence Ave and north of Capital Ave., final plat proposes to create 17 lots on a tract of land consisting of part of the West Half of the Southeast Quarter (W1/2, SE1/4) of Section Two (2), Township Eleven (11) North, Range Ten (10) West of the 6th P.M. in the City of Grand Island in Hall County Nebraska. This is approximately 13.491 acres.

Discussion

The final plat for Woodland Park Tenth Subdivision was considered by the Regional Planning Commission at the August 5, 2009 meeting. A motion was made by Aguilar and seconded by Eriksen to approve the plat as presented on the Consent Agenda. A roll call vote was taken and the motion passed with 10 members present (Aguilar, O'Neill, Ruge, Monter, Reynolds, Haskins, Eriksen, Bredthauer, Heineman, Snodgrass) voting in favor and no member present abstaining.

Alternatives

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

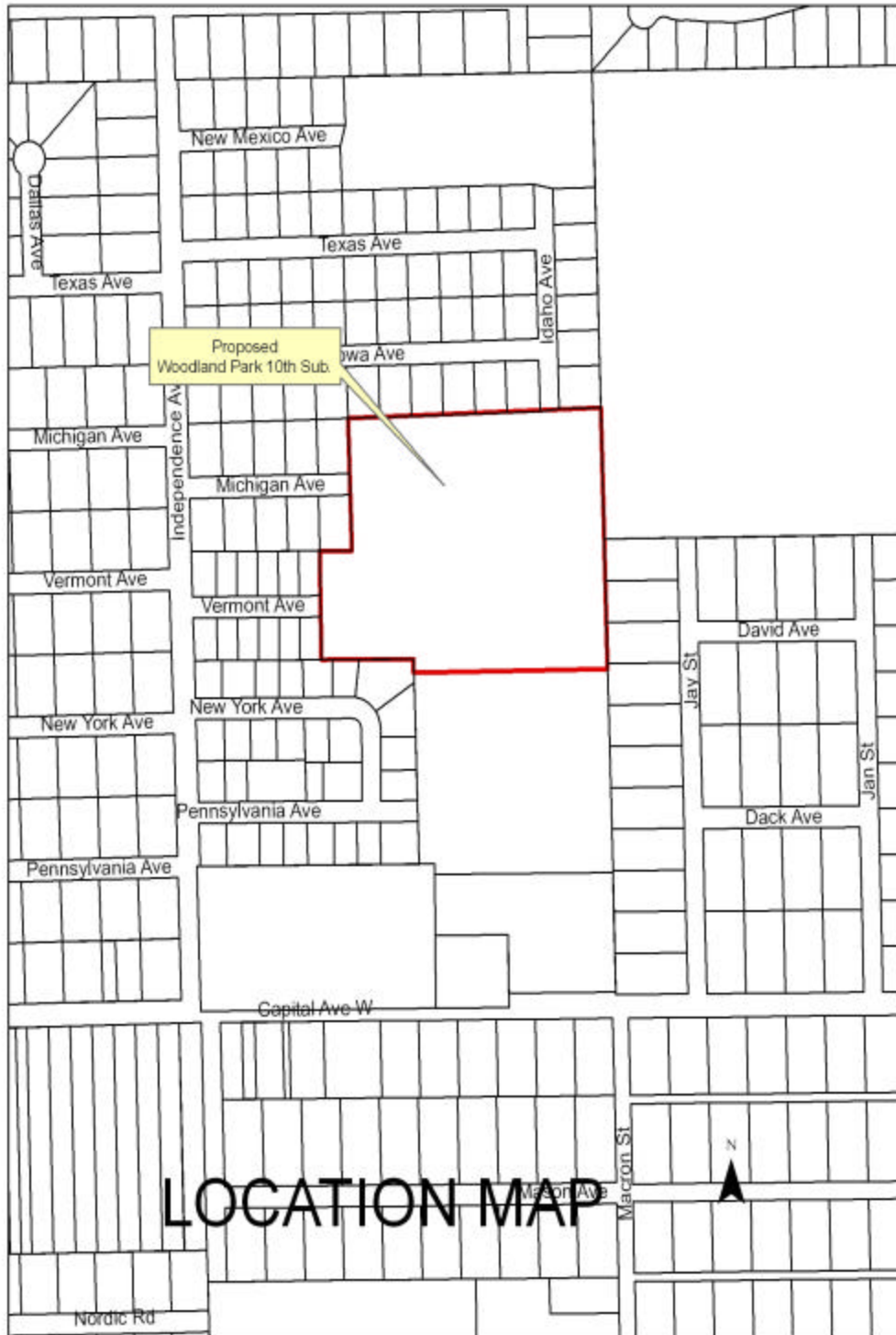
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve as recommended.



Woodland Park Tenth Final Plat Summary

Developer/Owner

Hastings Ventures

429 Industrial Lane

Grand Island NE 68803

To create 17 lots east of Independence Ave and north of Capital Ave., in the City of Grand Island, in Hall County, Nebraska.

Size: 13.491 acres

Zoning: R2 - Low Density Residential Zone

Road Access: Public City Roads

Water Public: Public water is available

Sewer Public: Public sewer is available



RESOLUTION 2009-194

WHEREAS, Hastings Ventures L.L.C. a Nebraska Limited Liability Company, being the said owner of the land described hereon have caused to be laid out into 17 lots, a tract of land comprising a part of the West Half of the Southeast Quarter (W1/2SE1/4) of Section Two (2), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in the City of Grand Island, in Hall County, Nebraska, under the name of WOODLAND PARK TENTH SUDIVISION, 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 TENTH 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, August 25, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 21, 2009	☐ City Attorney



City of Grand Island

Tuesday, August 25, 2009

Council Session

Item G10

**#2009-195 - Approving Final Plat and Subdivision Agreement for
R Quandt Subdivision**

Staff Contact: Chad Nabitv

Council Agenda Memo

From: Regional Planning Commission

Meeting: August 25, 2009

Subject: R Quandt Subdivision – Final Plat

Item #'s: G-10

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

Background

This property is located west of Quandt Rd., and north of White Cloud Rd., this final plat proposes to create 1 lot on a tract of land comprising a part of the South Half of the Northeast Quarter (S1/2NE1/4) in Section Twenty Three (23), Township Twelve North, Range Nine (9) West of the 6th P.M. in the 2-mile extraterritorial of Grand Island in Hall County Nebraska. This is approximately 4.184 acres.

Discussion

The final plat for R Quandt Subdivision was considered by the Regional Planning Commission at the August 5, 2009 meeting. A motion was made by Aguilar and seconded by Eriksen to approve the plat as presented on the Consent Agenda. A roll call vote was taken and the motion passed with 10 members present (Aguilar, O'Neill, Ruge, Reynolds, Monter, Haskins, Eriksen, Bredthauer, Heineman, Snodgrass) voting in favor and no member present abstaining.

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.

R Quandt Final Plat Summary

Developer/Owner

Jerry Quandt

416 Rosewood Circle

Grand Island NE 68803

To create 1 lot east of Quandt Rd., and north of White Cloud Rd., in the 2-mile extraterritorial jurisdiction of Grand Island, in Hall County, Nebraska.

Size: 4.184 acres

Zoning: AG-1 Primary Agriculture Zone

Road Access: County Roads

Water Public: Public water is not available

Sewer Public: Public sewer is not available



RESOLUTION 2009-195

WHEREAS, Estate of Ralph C. Quandt, Jerry Quandt, Personal Representative being the said owner of the land described hereon have caused to be laid out into 1 lot, a tract of land comprising a part of the South Half of the Northeast Quarter (S1/2NE1/4) in Section Twenty Three (23), Township Twelve (12) North, Range Nine (9) West of the 6th P.M., in the 2-mile extraterritorial jurisdiction of the City of Grand Island, in Hall County, Nebraska, under the name of R QUANDT 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 R QUANDT 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, August 25, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 21, 2009	☐ City Attorney



City of Grand Island

Tuesday, August 25, 2009

Council Session

Item G11

**#2009-196 - Approving Renewal of Boiler and Machinery
Insurance - Utilities Department**

Staff Contact: Gary R Mader; Dale Shotkoski; Mary Lou Brown

Council Agenda Memo

From: Gary R. Mader, Utilities Director
Dale Shotkoski, City Attorney
Mary Lou Brown, Finance Director

Meeting: August 25, 2009

Subject: Boiler and Machinery Insurance – Utilities Department

Item #'s: G-11

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

Background

The Utilities Department Boiler and Machinery Property Peril and Fire coverage insurance is up for renewal as of October 1, 2009. This insurance is specifically designed for Electric Utilities and is readily adaptable to the Water Utility, which is also included in the coverage. The Utilities Department's insurance provider, FM Global, provided the attached proposal for renewal of the present coverage.

Key provisions included in the proposed renewal are an increase in the insured valuation of \$605,998, increasing the total valuation for insurance coverage to \$440,304,760; and a premium reduction of \$18,010, reducing the annual premium from \$393,651 for the current year, to \$375,641 for the 2009-2010 year.

Additionally, in the proposal, there are provisions for terrorism coverage. The City Council firmly rejected the terrorism coverage several years ago, and it has not been included in subsequent renewals. Price quotes for terrorism coverages are provided in the proposal along with a Policy Holder Disclosure form for execution by the City, either accepting or rejecting terrorism coverage. The complete policy is available in the Utilities and Finance offices for review. The renewal proposal and proposed policy have been reviewed by the Legal and Finance Departments.

Discussion

The premium for the renewal of the Boiler and Machinery, Property Peril, and Fire coverage is \$375,641, which is a 4.6% decrease from the current policy premium.

Utility and Finance staff have had additional discussion regarding the Terrorism Coverage. The annual premium to add that coverage is \$21,631. The probability that a relatively remote location in the central part of the nation would be targeted for a terrorist attack is evaluated as very unlikely. However, given the demonstrated high magnitude of destruction resulting from a terrorist attack, the potential loss from such an attack could be very high. It is estimated that an attack similar to the Oklahoma City Federal Building, at a high value target such as the Platte Generating Station (PGS), could result in damages in excess of \$100,000,000. For perspective, the annual premium adder is roughly equivalent to one day's fuel use at PGS.

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 renewal of the Utilities Department's Boiler and Machinery, Property and Peril, and Fire Insurance with FM Global, and, if Council agrees, authorization of the Utilities Director to execute the Notice of Terrorism Insurance Coverage form to add that coverage.

Sample Motion

Move to approve acceptance of the FM Global insurance for the Utilities Department, with authorization to accept the Terrorism Coverage.

Proposal

City of Grand Island
August 12, 2009



Proposal



Overview

We remain committed to protecting The City of Grand Island, with strong engineering support and a stable insurance program that addresses your coverage and exposure needs. The assistance and support you will continue to receive from our loss prevention staff will only serve to increase the protection you are striving for in your programs. With this strong and secure foundation we want to continue our efforts to align and focus on your priorities and internal risk improvement programs.

Accomplishments

We want to recognize the tremendous success you have had in physical risk improvement over the last year!

The Service garage and warehouse, electrical utilities warehouse and Phelps Control Center are now protected with an automatic sprinkler system. The instrumentation room at the Platte Station has also been fitted with automatic sprinkler protection.

At the Burdick Station, the stop and control valves have been dismantled and the fuel burner combustion safety controls have been inspected and tested.

Client Service Plan /Risk Improvement Plan

As indicated above this proposal is more than a summary of coverage terms and pricing. This section summarizes future action plans to continue to improve the risk. We use the Client Service Plan as the tool to keep focus.

The cooling tower at Burdick is to be replaced in the near future. We want to continue to collaborate with you on this risk reduction and any plans you have with reducing the similar risk at the Platte station.

We want to take the opportunity to now grow with you. We can do that by taking a proactive look into the future with you concerning any new projects. It is our objective to continue to help you "enhance the Quality of Life in the Grand Island Community". .

Proposal

Insurance

As a mutual insurance company, we are committed to the best interests of our policyholders. We continually strive to improve our products and services. Later in this presentation are some enhancements that will be in the renewal policy.

Contract Certainty - an issue of utmost importance to our relationship, we pride ourselves on ensuring that documentation reflecting our agreements is provided in a timely manner. With agreement to all renewal terms, if an order to bind coverage as outlined herein is confirmed at least five business days prior to renewal, FM Global will guarantee that the policy will be delivered prior to the renewal date.

Financial Strength and Business Model

Financial Strength and Stability

Despite the tumultuous economy, FM Global maintains a solid balance sheet with ample liquidity to meet policyholder obligations. As of December 31, 2008 FM Global had cash and short-term investments of US \$1 billion. Gross Premium in force was US \$4.5 billion. With Policyholders' Surplus at US \$4.6 billion, the 9% growth of the compounded annualized rate since January 2000 compared favorably to 5% reported for the industry for this period.

FM Global's ability to provide stable capacity and meet its obligations to policyholders has been confirmed by major industry rating agencies, principally:

In December 2008 A.M. Best affirmed FM Global's A+ (Superior) rating, citing FM Global's "solid operating performance" and "extremely strong capitalization". An A+ rating is assigned to those insurers with "a very strong ability to meet their ongoing obligations to policyholders", according to A.M. Best, who also noted FM Global as a "market leader" with significant market share and policyholder retention as a result of its "stable capacity, unmatched engineering, global reach, loss prevention technology and shared commitment to property preservation . . ." for its policyholders.

In March 2009 Fitch Ratings affirmed FM Global's AA (Very Strong) rating, the highest among tier-one competitors. Fitch states that they "view FM Global's engineering capabilities and loss prevention services as key advantages that are difficult for competitors to replicate, and believe this expertise will result in sustainable underwriting results that are better than peers."



Proposal

Mutual Ownership

As a mutual company, our clients are our owners. Our difference is the ability to absorb and tolerate volatility. The value to our clients is large, stable capacity and the ability to focus on understanding the risk.

Our philosophy as a mutual company is that to meet our customers' needs we must maintain open lines of communication. Through our Board of Directors, Regional Advisory Boards and Risk Management Executive Councils, senior management receives input from a representation of major insureds. Many positive changes in our operations including the development of new products have been made as a result of these discussions.

As a mutual company, FM Global is able to share our positive results with clients instead of having to return the money to shareholders. We have been able to deliver this benefit in a number of ways including:

- Membership Credits - we have distributed four Membership Credits with a total of nearly US \$1.3 billion returned to our policyholders since 2001.

The City of Grand Island's Membership Credit for 2008 was USD51,323.

Increased Program Stability - as our capacity expands we are less reliant on facultative reinsurance and therefore overall market conditions

Proposal



Base Policy Changes

FM Global continually strives to provide market-leading products and services. This includes our policy. Our client/owners have told us that clear articulation and understanding of their policy are important. As a result, the latest standard version of our policy incorporates several changes, all aimed at increasing the understanding of coverage and contract certainty for our clients. *None of the new language will change coverage intent or the way in which claims are adjusted* – with the exception of percent deductible calculation which is now *less restrictive*:

1. Hurricane losses across the industry have demonstrated the need for the clearest possible language for coverage involving the perils of Flood and Wind. As a result, the following changes have been made:
 - a. The Flood definition has added more verbiage to make clear that Flood means all flood damage *regardless of the cause of the water's presence* at a location. For example:
 - Sea or storm surge and tides that are caused by driving wind are considered Flood, not Wind.
 - The word *tsunami* has been added, even though the event itself is caused by earthquake.
 - The release of water from a collapsed dam inundating a location is also considered Flood, rather than collapse.
 - b. The Wind definition continues to state damage caused by the direct action of wind including substance driven by wind (e.g., rain, debris, etc.), but now reinforces the intent that Wind is not considered the cause for anything included under the improved Flood definition.
2. Percent Deductible wording has been improved to further clarify the following:
 - Lead-in wording modified to make clear that no more than the single largest deductible will be taken on a loss.
 - Further clarification in how the Time Element deductible is calculated on a proportional basis for ensuing loss at locations other than where the physical loss occurred – no change in coverage, but ensures our clients understand this is a less restrictive approach than applying the full location Time Element value.
 - The reference to foundations has been removed from all deductible wordings, eliminating the associated value from percent deductible calculations. *This is an expansion of coverage.*

Proposal

3. *Logistics Extra Cost (New Coverage!)*

- This innovative new feature covers the Extra Cost you incur due to disruption to shipments resulting in additional rerouting costs between your locations, or between your location and a location of a direct customer, supplier, contract manufacturer or contract service provider.
- Coverage is triggered by physical damage of the type insured, to the transportation system moving your goods – regardless of whether or not the goods themselves are insured elsewhere under the policy.
- Extra Cost covered for 180 days, not to exceed the lesser of US\$5 million or 200 percent of the Normal Cost.

Note: The above does not replace or modify any of the actual terms and conditions stated in the policy. For the actual terms and conditions of your coverage, please refer to your FM Global policy.

Additional changes from the current Policy include:

- Civil Authority – Increased distance limit from 1,000 ft. to 5 miles.

Proposal



Schedule of Locations and Values

Loc. No.	Address	100% Values	
		Building	68,361,076
		Machinery & Equipment	371,943,684
		<u>Stock & Supplies</u>	Included
		Total Property	440,304,760

Total Insurable Value:

2008	2009
USD439,698,762	USD440,304,760

Premium

2008	2009
USD393,651 All Risk	USD375,641 All Risk
USD 0 Terrorism	USD 0 Terrorism see attached

Payment is due upon receipt of invoice or on the date coverage begins, whichever is later.
Policies will be subject to cancellation for non-payment of premium bills.

Premium does not include various fees, taxes

Premium does not include the quote for Certified Terrorism. See the optional Terrorism quote detailed elsewhere.

Proposal



U. S. Terrorism

The Terrorism Risk Insurance Act of 2002 as amended and extended in 2005 and again in 2007, requires that insurers advise clients, prior to the renewal date of their current policy, of their option to elect or reject terrorism coverage under the act as part of their property renewal policy. It also requires insurers to disclose the cost of such coverage for the policy term. As a brief reminder, the act provides licensed, admitted carriers with a substantial federal reinsurance backstop for terrorism acts that are certified by the Secretary of the Treasury of the United States as covered events (known as certified losses). Generally speaking, the act responds strictly to events that take place within the United States, its protectorates, territories, and possessions. The Act has been extended to expire on 31 December 2014.

Attached is the Policyholder Disclosure Notice of Terrorism Insurance Coverage document and the applicable certified terrorism endorsement. **Please note the following important conditions that require your action:**

The Disclosure form must be completed, signed and returned to Patrick Belding prior to the renewal policy effective date of October 1, 2009 indicating your choice to accept or decline certified coverage as part of your renewal policy.

The premium for certified coverage is USD21,631 for the term of October 1, 2009 to October 1, 2010. This premium corresponds with the annual premium stated on the Policyholder Disclosure Notice of Terrorism Insurance Coverage and does not include applicable taxes or surcharges.

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

Date: August 15, 2009

Insured Name: City of Grand Island
Account Number: 05249

Insurer Name: Factory Mutual Insurance Company

The Terrorism Risk Insurance Act of 2002, as amended and extended in 2005 and again in 2007, gives you the right as part of your property renewal policy to elect or reject insurance coverage for locations within the United States or any territory or possession of the United States for losses arising out of acts of terrorism, as defined and certified in accordance with the provisions of the act.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES GOVERNMENT GENERALLY PAYS 85% OF COVERED TERRORISM LOSSES EXCEEDING A STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER REFERENCED ABOVE.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS THE U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE PROGRAM YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE: UNDER FEDERAL LAW, YOU HAVE THE RIGHT TO ACCEPT OR REJECT THIS OFFER OF COVERAGE FOR TERRORIST ACTS COVERED BY THE ACT AS PART OF YOUR RENEWAL POLICY. IF WE DO NOT RECEIVE THIS SIGNED DISCLOSURE FORM PRIOR TO THE RENEWAL POLICY EFFECTIVE DATE OF October 1, 2009 THEN YOUR RENEWAL POLICY WILL REFLECT YOUR DECISION NOT TO PURCHASE THE TERRORISM COVERAGE PROVIDED BY THE ACT.

_____ I hereby elect to purchase coverage for terrorist acts covered by the act for an annual premium of \$21,631. This premium does not include applicable taxes or surcharges.

_____ I hereby decline this offer of coverage for terrorist acts covered by the act.

Policyholder / Applicant Signature

Print Name

Date

SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT

This Endorsement is applicable to all insured Locations in the United States, its territories and possessions and the Commonwealth of Puerto Rico.

Coverage for "Certified Act of Terrorism" Under The Terrorism Risk Insurance Act of 2002, as amended.

In consideration of a premium charged of USD21,631 this Policy, subject to the terms and conditions therein and in this Endorsement, covers direct physical loss or damage to insured property and any resulting TIME ELEMENT loss, as provided in the TIME ELEMENT section of the Policy, caused by or resulting from a Certified Act of Terrorism as defined herein.

Notwithstanding anything contained elsewhere in this Policy, any exclusion or limitation of terrorism in this Policy and any endorsement attached to and made a part of this Policy, is hereby amended to the effect that such exclusion or limitation does not apply to a "Certified Act of Terrorism" as defined herein. This amendment does not apply to any limit of liability for a Certified Act of Terrorism, if any, stated under the LIMITS OF LIABILITY clause of the DECLARATIONS section of this Policy.

With respect to any one or more Certified Act(s) of Terrorism, this Company will not pay any amounts for which the Company is not responsible under the terms of the Terrorism Risk Insurance Act of 2002 (including subsequent action of Congress pursuant to the Act) which includes a provision stating that if the aggregate insured losses exceed USD100,000,000,000 during any program year, neither the United States Government nor any insurer that has met its insurer deductible shall be liable for the payment of any portion of the amount of such losses that exceed USD100,000,000,000. If the aggregate insured losses for all insurers exceed USD100,000,000,000, your coverage may be reduced.

The coverage provided under this Endorsement for "Certified" losses caused by acts of terrorism will be partially reimbursed by the United States Government under a formula established by Federal Law. Under this formula, the United States pays 85% of covered terrorism losses exceeding a statutorily established retention by the insurer referenced in this Policy. The premium charged for this coverage is provided above.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Endorsement or the Policy.

The coverage provided by this Endorsement only applies to a Certified Act of Terrorism.

Reference and Application: The following term(s) means:

Proposal



Certified Act of Terrorism:

A "Certified Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002 as amended and extended in 2005 and in 2007. The criteria contained in that Act for a "Certified Act of Terrorism" include the following:

- a. The act resulted in aggregate losses in excess of USD5,000,000; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

RESOLUTION 2009-196

WHEREAS, the City's Utility Department subscribes to insurance for boiler and machinery, property, peril and fire coverage; and

WHEREAS, the boiler and machinery, property, peril and fire coverage insurance term expires October 1, 2009; and

WHEREAS, the insurance of electric and water utilities facilities is a specialized market with a limited number of potential providers; and

WHEREAS, valuation adjustments resulted in an increased total insured value of property from the present amount of \$439,698,762 to \$440,304,760; and

WHEREAS, a proposal was received from the current provider, Factory Mutual Insurance Company of St. Louis, Missouri, in the amount of \$375,641; and

WHEREAS, the insurance provider requires that the City either except or reject Terrorism Insurance Coverage by executing the form provided; and

WHEREAS, the City has opted to accept the Terrorism Insurance Coverage.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Factory Mutual Insurance Company of St. Louis, Missouri, with premium in the amount of \$375,641 is hereby approved, and the Utilities Director is hereby directed to execute the form to accept Terrorism Insurance Coverage, with a premium in the amount of \$21,631.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 25, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 21, 2009	☐ City Attorney



City of Grand Island

Tuesday, August 25, 2009

Council Session

Item G12

**#2009-197 - Approving Release Form For Repairs Made to Solid
Waste Division Transfer Station Door**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: August 25, 2009

Subject: Approving Release Form for Repairs Made to Solid Waste Division Transfer Station Door

Item #'s: G-12

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

Background

On June 27th, 2009 at approximately 10:30 a.m., a Central Waste Disposal rear-load garbage truck was unloading inside the City's transfer station building. As the driver proceeded to exit the building, the tail section of the truck struck door #4 and the surrounding frame of the building. Solid Waste Division personnel contacted Central Waste Disposal management to discuss the situation. Central Waste Disposal agreed to procure and pay for the services and materials necessary to restore the door and frame to the original condition. On August 4th, 2009, all of the necessary repairs were completed and approved by Solid Waste Division staff.

Discussion

Waste Connections of Nebraska, Inc., d/b/a Central Waste Disposal, a Delaware Corporation, requests that the attached release form be signed by the City of Grand Island now that satisfactory repairs have been made.

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 release form be signed as presented.

Sample Motion

Move to approve the signing of the release form.

RELEASE

The, City of Grand Island, for, and in consideration and acknowledgement of the payment of repair of damage, does hereby fully release and forever discharge Waste Connections of Nebraska, Inc., d/b/a Central Waste Disposal, a Delaware Corporation, and their employees, representatives and agents, from any and all claims, demands, liens, agreements, contracts, covenants, actions, suit, and causes of any kind arising from property damage suffered on or about June 29th, 2009, including all injuries, damages, losses and expenses, financial loss of any kind, liquidated damages, mental distress and anguish, attorneys fees and litigation costs. This Release shall be binding on the City of Grand Island, its assigns, and successors however enumerated.

(Signature)

Margaret Hornady, Mayor

(Printed Name)

(Date)

RESOLUTION 2009-197

WHEREAS, on June 27, 2009 a Central Waste Disposal rear-load garbage truck struck door #4 and the surrounding frame of the building, causing extensive damage; and

WHEREAS, Central Waste Disposal management was contacted immediately by Solid Waste Division personnel; and

WHEREAS, Central Waste Disposal agreed to procure and pay for the services and materials necessary to restore the door and frame to the original condition; and

WHEREAS, on August 4, 2009 all of the necessary repairs were completed and approved by Solid Waste Division personnel.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, the Mayor is hereby authorized, and directed, to sign the release form provided by Central Waste Disposal for said damages and repairs on behalf of the City Of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 25, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 21, 2009	☐ City Attorney



City of Grand Island

Tuesday, August 25, 2009

Council Session

Item G13

**#2009-198 - Approving Certificate of Final Completion for
Sanitary Sewer Project No. 2009-S-2; Saint Patrick Avenue -
Manhole and Valve**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: August 25, 2009

Subject: Approving Certificate of Final Completion for Sanitary Sewer Project No. 2009-S-2; Saint Patrick Avenue - Manhole and Valve

Item #'s: G-13

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

Background

General Excavating Company of Lincoln, Nebraska was awarded a \$43,250.50 contract on March 10, 2009. The contract was for the installation of a sanitary sewer manhole and valve for Lift Station #19.

In May of 2005 and June of 2008 Lift Station #19 at Diers and Capital Avenue was overwhelmed by infiltration and inflow into the sanitary sewer system. The homes in the O'Flannagan, O'Grady, Kelly and St. Patrick area (commonly referred to as Irish Acres) experienced sanitary sewer backups.

Lift Station #19 is scheduled to be replaced with a new and larger station in the future. To protect the Irish Acres neighborhood against future sanitary sewer backups, an isolation valve and manhole was designed to be installed along St. Patrick Avenue just south of Kelly Street. If Lift Station #19 becomes overloaded the valve will be shut and a pump installed to pump around the valve. The system is temporary and will provide significant protection to homes in the Irish Acres area.

Work commenced on April 8, 2009 and was completed on May 13, 2009.

Discussion

The project was completed in accordance with the terms, conditions and stipulations of the contract, plans and specifications. It was completed with an overrun of \$6,044.25 because of additional concrete pavement that needed to be removed, for a total cost of \$49,294.75.

Due to some sections of pavement needing to be replaced the Streets Division of the Public Works Department is going to be paying \$5,100.00 towards this project for street repair.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Certificate of Final Completion for Sanitary Sewer Project No. 2009-S-2.

Sample Motion

Move to approve the Certificate of Final Completion for Sanitary Sewer Project No. 2009-S-2.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Sanitary Sewer Project No. 2009-S-2; St. Patrick Avenue
CITY OF GRAND ISLAND, NEBRASKA
August 25, 2009

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

This is to certify that Sanitary Sewer Project No. 2009-S-2; St. Patrick Avenue- Manhole and Valve has been fully completed by General Excavating of Lincoln, Nebraska under the contract dated March 10, 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 Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

Sanitary Sewer Project No. 2009-S-2; St. Patrick Avenue-Manhole & Valve

<u>No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Unit</u>	<u>Total Quantity</u>	<u>Total Cost</u>
1.	Remove P.C. Concrete Pavement	\$ 11.00	s.y.	199.00	\$ 2,189.00
2.	Build 7" P.C. Concrete Pavement	\$ 74.00	s.y.	199.00	\$14,726.00
3.	Build Integral Curb	\$ 26.00	l.f.	97.50	\$ 2,535.00
4.	Remove 4" P.C. Concrete Sidewalk	\$ 1.25	s.f.	125.00	\$ 156.25
5.	Build 4" P.C. Concrete Sidewalk	\$ 8.40	s.f.	125.00	\$ 1,050.00
6.	Remove Existing 12" Sanitary Sewer Pipe	\$ 79.00	l.f.	14.00	\$ 1,106.00
7.	Build 12" D.I.P. Sanitary Sewer Pipe	\$ 195.00	l.f.	14.00	\$ 2,730.00
8.	12" Joint Encasement	\$ 460.00	ea.	2.00	\$ 920.00
9.	Install 12" Sanitary Sewer Gate Valve on 12" D.I.P. Pipe; Gate Valve Supplied by WWTP (Stainless Steel)	\$ 600.00	l.s.	1.00	\$ 600.00
10.	Build 5' Diameter Standard Manhole with Traffic Loading Flat Top	\$3,440.00	ea.	1.00	\$ 3,440.00
11.	Build 5' Diameter M.H. Extra Depth	\$ 350.00	v.f.	12.67	\$ 4,434.50
12.	Pavement Sawcut	\$ 7.00	l.f.	0.00	\$ 0.00
13.	Furnish and Place Type "B" Bedding	\$ 14.00	l.f.	22.00	\$ 308.00
14.	Sheet Piling	\$6,100.00	l.s.	1.00	\$ 6,100.00
15.	Constructing Dewatering	\$9,000.00	l.s.	1.00	\$ 9,000.00
Original Project Total					\$49,294.75

Summary of Other Costs

Engineering – Public Works Department	\$ 4,929.48
Advertising	\$ 54.36
Platte Valley Laboratories	\$ 100.00
Island Sprinkler Supply	\$ 29.47
Kelly Supply	\$ 49.92
Precision Industries	\$ 19.79

Total of Other Costs	\$ 5,183.02

TOTAL COSTS OF SANITARY SEWER PROJECT NO. 2009-S-2; ST. PATRICK AVE-MANHOLE AND VALVE	\$54,477.77
--	--------------------

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 Sanitary Sewer Project No. 2009-S-2; St. Patrick Avenue-Manhole and Valve be approved.

I further recommend that the Costs of Engineering be credited to Account No. 10033001.74516 from Account No. 53030055.85213.53009 in the amount of \$4,929.48.

I further recommend that the costs of Concrete Pavement Repair be credited to Account No. 53030055.85213.53009 from Account No. 10033506-85351 in the amount of \$5,100.00.

Respectfully submitted,

Margaret Hornady
Mayor

I hereby recommend that the Engineer's Certificate of Final Completion for Sanitary Sewer Project No. 2009-S-2; St. Patrick Avenue-Manhole and Valve be approved.

Steven P. Riehle – City Engineer/Public Works Director

Margaret Hornady – Mayor

RESOLUTION 2009-198

WHEREAS, the City Engineer/Public Works Director for the City of Grand Island has issued a Certificate of Completion for Sanitary Sewer Project No. 2009-S-2; Saint Patrick Avenue – Manhole & Valve, certifying that General Excavation Company of Lincoln, Nebraska, under contract, has completed the installation of the sanitary sewer manhole & valve; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Completion for Sanitary Sewer Project No. 2009-S-2, Saint Patrick Avenue – Manhole & Valve, is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 25, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 21, 2009	☐ City Attorney



City of Grand Island

Tuesday, August 25, 2009

Council Session

Item G14

**#2009-199 - Approving Certificate of Final Completion for
Sanitary Sewer District No. 76 Replacement; Vine Street, Between
Ashton Avenue and Koenig Street**

Staff Contact: Steven R. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: August 25, 2009

Subject: Approving Certificate of Final Completion for Sanitary
Sewer District No. 76 Replacement; Vine Street,
Between Ashton Avenue and Koenig Street

Item #'s: G-14

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

Background

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$211,322.19 contract at the June 23, 2009 regular City Council meeting. Change Order #1 for this project was approved by City Council on July 28, 2009 in the amount of \$4,000.00 to a sanitary sewer manhole. This project was necessary due to the deterioration and collapse of the sanitary sewer line that serves this area. Work commenced on June 29, 2009 and was completed on August 7, 2009.

Discussion

The project was completed in accordance with the terms, conditions and stipulations of the contract, plans and specifications. There was an overrun on the excavation of unsuitable material because the soil under the pipe was unacceptable and had to be excavated and replaced with suitable soil. The entire project was completed with a net overrun of \$4,166.15 for a total construction contract cost of \$219,488.34.

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 Sanitary Sewer District No. 76 Replacement; Vine Street, between Ashton Avenue and Koenig Street.

Sample Motion

Move to approve the Certificate of Final Completion for Sanitary Sewer District No. 76.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Sanitary Sewer District No. 76 Replacement
CITY OF GRAND ISLAND, NEBRASKA
August 25, 2009

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

This is to certify that Sanitary Sewer District No. 76 Replacement has been fully completed by The Diamond Engineering Company of Grand Island, Nebraska under the contract dated June 23, 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 Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

Sanitary Sewer District No. 76 Replacement

<u>No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Unit</u>	<u>Plan Quantity</u>	<u>Total Quantity</u>	<u>Total Cost</u>
1.	Remove 15" Sanitary Sewer	\$ 12.80	I.f.	527.10	507.00	\$ 6,489.60
2.	Build 15" P.V.C. Sanitary Sewer	\$ 132.19	I.f.	527.10	507.00	\$67,020.33
3.	Remove Existing Services & Replace With 4" or 6" P.V.C. Services	\$ 1,371.52	ea.	8.00	9.00	\$12,343.68
4.	Remove Existing Storm Sewer Manhole At Sta. 0+06.25 (if needed)	\$ 652.27	ea.	1.00	0.00	\$ 0.00
5.	Build 5' Diameter Storm Sewer Manhole	\$ 2,609.45	ea.	1.00	0.00	\$ 0.00
6.	Build 5' Diameter Manhole Extra Depth	\$ 371.13	v.f.	.82	0.00	\$ 0.00
7.	Construct San. Sewer M.H. Entrance	\$ 1,804.89	ea.	2.00	1.00	\$ 1,804.89
8.	Remove P.C. Conc. Pavement	\$ 6.00	s.y.	1,206.00	1,279.78	\$ 7,678.68
9.	Replace 7" P.C. Conc. Pavement	\$ 46.17	s.y.	1,206.00	1,279.78	\$59,087.44
10.	Pavement Sawcut	\$ 3.80	I.f.	41.00	0.00	\$ 0.00
11.	Remove 12", 15" & 18" Conc. St. S. Pipe	\$ 11.97	I.f.	37.50	8.00	\$ 95.76
12.	Build 12" Concrete Storm Sewer Pipe	\$ 48.25	I.f.	22.50	8.00	\$ 386.00
13.	Build 15" Concrete Storm Sewer Pipe	\$ 52.00	I.f.	7.50	0.00	\$ 0.00
14.	Build 18" Concrete Storm Sewer Pipe	\$ 59.45	I.f.	7.50	0.00	\$ 0.00
15.	15" Joint Encasement w/ Furnco San. S.	\$ 612.74	ea.	1.00	1.00	\$ 612.74
16.	Furnish and Place Type "B" Bedding	\$ 19.98	I.f.	527.10	507.00	\$10,129.86
17.	Construction Dewatering	\$26,338.56	I.s.	1.00	1.00	\$26,338.56
18.	Unsuitable Material Excavation	\$ 23.04	c.y.	600.00	1,020.00	\$23,500.80
19.	Build 4' Diameter Manhole (Change Order #1)	\$ 4,000.00	I.s.	1.00	1.00	\$ 4,000.00
Original Project Total						\$219,488.34

Summary of Other Costs

Engineering – Public Works Department	\$21,948.84
Advertising	\$ 67.78
Platte Valley Laboratories	\$ 750.00

Total of Other Costs	\$22,766.62
TOTAL COSTS OF SANITARY SEWER DISTRICT NO. 76 REPLACEMENT	\$242,254.96

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 Sanitary Sewer District No. 76 Replacement be approved.

I further recommend that the Costs of Engineering be credited to Account No. 10033001.74516 from Account No. 53030055-85213.53009 in the amount of \$21,948.84.

Respectfully submitted,

Margaret Hornady
Mayor

I hereby recommend that the Engineer's Certificate of Final Completion for Sanitary Sewer District No. 76 Replacement be approved.

Steven P. Riehle – City Engineer/Public Works Director

Margaret Hornady – Mayor

RESOLUTION 2009-199

WHEREAS, the City Engineer/Public Works Director for the City of Grand Island has issued a Certificate of Completion for Sanitary Sewer District No. 76 Replacement; Vine Street, between Ashton Avenue and Koenig Street, certifying that The Diamond Engineering Company of Grand Island, Nebraska, under contract, has completed the repair; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Completion for Sanitary Sewer District No. 76 Replacement, Vine Street, between Ashton Avenue and Koenig Street, is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 25, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 21, 2009	☐ City Attorney



City of Grand Island

Tuesday, August 25, 2009

Council Session

Item G15

#2009-200 - Approving Contract for Health and Dental Plan

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: August 25, 2009

Subject: Health and Dental Insurance Contract

Item #'s: G-15

Presenter(s): Brenda Sutherland, Human Resources Director

Background

The City of Grand Island has had a contract with Mutual of Omaha and Coventry Health and Life Insurance Company to provide administrative services for the City's health and dental plan. The City has a partially self-funded plan, meaning that claims are actually paid for by the premium dollars generated through the plan to a certain limit. The City has paid a third party, in this case Coventry, to administer and pay claims and provide stop loss coverage.

The City's current "specific deductible" or stop loss is \$150,000 per participant. This means that the first \$150,000 of claims for a plan participant is paid for by the premium dollars generated and then the reinsurance carrier picks up the claims that go over that amount.

Discussion

As a part of routine practice, the City advertises through the RFP process to shop its various benefit packages on a three year cycle. As it has been three years since the health insurance was shopped, it seemed prudent to take a look at the market to see if there was the ability to retain same or similar benefits at a better price. The City has a health insurance committee that has been in place for several years that is comprised of union, non-union, management, non-management Human Resources personnel, Finance and Legal personnel. The City retained Phares Financial Services, Inc. as a consultant to assist with the breakdown of the proposals, compilation of the information and contract negotiations.

The committee held interviews with finalists based on the proposals that were submitted. Negotiations ensued and the committee has a recommendation before the Council for the administration of the health and dental plan. The committee is proposing Regional Care,

Inc. of Scottsbluff, Nebraska as the new plan administrator. After careful review and consideration, the insurance committee has determined that the proposal from Regional Care, Inc. provided the best package for the price. The City will have a lower overall cost than it has with its current vendor. The contract will commence on October 1, 2009.

Regional Care, Inc. has guaranteed their administrative fees for a three year term. Strong Financial Services has been chosen to act as the broker to assist the City and its employees with their daily needs and to provide professional assistance in an ever changing market. The reinsurance will be provided by American National Life Insurance Company of Texas and the transplant policy will be provided by National Union Fire Insurance Company of Pittsburgh, PA.

The plan structure will remain much the same as it is today with a few of the following changes; Gastric bypass surgery will no longer be covered, infertility will have a \$10,000 lifetime limit, allergy injections will be subject to deductible and then 80/20 co pay, the limit for annual physicals provided in a doctor's office will be increased to \$500, out of pocket limits will increase to \$1600 for single coverage and \$3200 for family coverage, RX co pays will be \$10 for generic, \$25 for formulary, \$40 for non-formulary and \$50 plus 20% with a maximum of \$100 for specialty drugs, and a smoking cessation benefit will be added to include one course of medication as long as it is combined with counseling.

After discussion with Council through the budget process, the employee's share of the monthly premium will be increased from 15% to 16% unless otherwise specified in a labor agreement.

The contract with RCI (Regional Care, Inc.) specifies administrative fees of \$21.65 per employee per month for three years. Currently the City pays \$34.83 per month per employee for administrative fees. The fixed cost for the new contract which includes all insurance and administrative fees will have a net reduction of nearly \$125,000.

The contracts are on file at the City Clerk's office for review.

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 contracts with Regional Care, Inc, Strong Financial, National Union Fire Insurance Company of Pittsburgh and American National Life Insurance Company of Texas to provide the health and dental insurance benefits for the City of Grand Island employees.

Sample Motion

Move to approve the contracts administered by Regional Care Inc, of Scottsbluff Nebraska to provide medical and dental insurance benefits for the employees of the City of Grand Island.



Wes Nespor, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
HEALTH AND DENTAL PLAN**

RFP DUE DATE: May 29, 2009 at 4:00 p.m.

DEPARTMENT: Human Resources

PUBLICATION DATE: April 13, 2009

NO. POTENTIAL BIDDERS: 11

SUMMARY OF PROPOSALS RECEIVED

A+ Brokerage, Inc. Lincoln, NE – Tammy Buffington
Blue Cross/Blue Shield – Omaha

Mutual of Omaha – Omaha, NE – Christy Lemmers
Dental Bid Only

Strong Financial Services – Aurora, NE – Cal Strong
Aetna
Blue Cross/Blue Shied – Omaha
Regional Care, Inc. – Scottsbluff
Principal Financial Group
CNIC Health Solutions
UMR

Primark - Grand Island, NE – Tom Strand and Dennis McCarty
American Administrators

Blue Cross/Blue Shield – Omaha - Brad Utoft
Blue Cross/Blue Shield direct quote

Ryder, Rosacker, McCue and Huston – Grand Island, NE - Ryan Hansen

Blue Cross/Blue Shield
UMR
Cypress
American Administrators
Principal Financial Group

Coventry Health Care – Omaha, NE – Brian Bergman

Coventry quote

Krull Agency – Hastings, NE – Dan Schwartzkopf

Mid American Benefits
Blue Cross/Blue Shield
Principal Financial Group

Regional Care, Inc. – Scottsbluff, NE

RCI Bid

National Insurance Services, Omaha, NE – Mike Boden

Dental and Stop Loss Bid

Wilcox Financial Services – McCook, NE

Blue Cross/Blue Shield
MMSI – Mayo Clinic
Mid American Benefits
Three Rivers Benefits Corporation
First Administrators
Great West – Cigna
UMR
Wellness Partners (Wellness piece)

cc: Brenda Sutherland, Human Resources Director
Jeff Pederson, City Administrator
Dale Shotkoski, City Attorney

Tami Herald, HR Specialist
David Springer, Finance Director
Wes Nespor, Purchasing Agent

RESOLUTION 2009-200

Whereas, the City subscribes to health and dental insurance for its employees and other eligible participants, as authorized by the City of Grand Island Personnel Rules and federal regulation; and

WHEREAS, the City of Grand Island invited proposals for a Health and Dental Plan, according to the City's Request for Proposal on file with the City Clerk; and

WHEREAS, an Insurance Committee consisting of union and non-union, management, and non-management employees, along with the Human Resources Director, the Finance Director, and the Attorney/Purchasing Agent to review and evaluate the proposals, interview vendors and select the most favorable vendor; and

WHEREAS, Phares Financial Services, Inc. of North Platte was retained by the City in a consulting capacity to assist City staff with specialized knowledge in this area; and

WHEREAS, Regional Care, Inc. of Scottsbluff, Nebraska submitted a proposal for Administration of the Health and Dental Insurance Coverage in accordance with the terms of the advertisement for proposals and the plans and specifications and all other statutory requirements contained therein, such proposals being in the amount of \$21.65 per employee per month from October 1, 2009 through September 30, 2012 or administrative fees; and

WHEREAS, The reinsurance coverage is provided under a contract with American National Life Insurance Company of Texas and the transplant coverage is provided under a contract with National Union Fire Insurance Company of Pittsburgh, PA, and the broker is Strong Financial Services, however all contracts would be administered by Regional Care, Inc; and

WHEREAS, contracts necessary for the provision of such services and associated stop loss and transplant coverage; and

WHEREAS, a Business Associate Agreement and a Administrative Service Agreement will be entered into with Regional Care, Inc. in addition to the aforementioned contracts for other insurance services; and

WHEREAS, such contracts also require the City of Grand Island to designate a plan administrator to provide routine administration of the plan documents; and

WHEREAS, it is recommended that the Human Resources Director be designated as such plan administrator; and

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Regional Care, Inc. for the administration of health and dental insurance as set out by the contracts is hereby approved.

Adopted by the City Council of the City of Grand Island, Nebraska, August 25, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 25, 2009

Council Session

Item G16

**#2009-201 - Approving Keno Satellite Location and Agreement for
A. Meier, Inc. dba Bandits, 1016 North Diers Avenue, Suite 118**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: August 25, 2009

Subject: Approving Keno Satellite Location and Agreement for A. Meier, Inc. dba Bandits, 1016 North Diers Avenue, Suite 118

Item #'s: G-16

Presenter(s): RaNae Edwards, City Clerk

Background

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

Discussion

A. Meier, Inc. dba Bandits, 1016 North Diers Avenue, Suite 118 has submitted a request for approval of a satellite location at the premises of Bandits, 1016 North Diers Avenue, Suite 118. This request was approved by Hall County at their August 18, 2009 meeting. Approval of the Satellite Agreement between A. Meier, Inc. and Fonner Keno, Inc. is required along with approval for the satellite location. The Agreement has been reviewed by the Legal and Building Departments.

Alternatives

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

1. Move to approve the request of The Chicken Coop of Grand Island, Inc.
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the request for a Keno Satellite Location and Agreement for A. Meier, Inc. 1016 North Diers Avenue, Suite 118.

Sample Motion

Move to approve the request for a Keno Satellite Location and Agreement for A. Meier, Inc. dba Bandits, 1016 North Diers Avenue, Suite 118.

APPLICATION FOR HALL COUNTY KENO SALES OUTLET APPROVAL

1. Business name and location of proposed sales outlet location: BANDZTS
1016 N. DICKS AVE STE #118

2. Address of proposed sales outlet location: SAME

3. Applicant's name: ANDREW MEZER

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

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

ANDREW MEZER 100% OWNER
4039 CRAIG DR.
G.I. NG 68803
12/30/78

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

<u>ANDREW MEZER</u>	<u>TIM MCWILLIN</u>
<u>4039 CRAIG DR</u>	<u>819 W. 12th ST</u>
<u>G.I. NG 68803</u>	<u>G.I. NG 68801</u>
<u>12/30/78</u>	<u>4/28/69</u>

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

SAME AS #6

WILL ALSO HIRE ONE OR TWO MORE
PEOPLE TO WRITE KENO IN THE FUTURE

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

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

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

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

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

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

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

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

14. Seating capacity of sales outlet location: 87

15. Parking capacity of sales outlet location: ~~100~~ 200

Date: 7/30/09

Signature: Anders

Title: OWNER

SATELLITE AGREEMENT

THIS SATELLITE AGREEMENT made this 31st day of July, 2009, by and between FONNER KENO, INC., a Nebraska Corporation (herein referred to as "Contractor") and A. Meier, Inc. d/b/a Bandits (hereinafter referred to as "Satellite Owner").

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

WHEREAS, the Contractor has entered into a Lottery Operator Agreement dated the 23rd day of March, 1993 (hereinafter referred to as "the Lottery Operator Agreement") with the County for the operation of a keno-type lottery game, the term of which Lottery Operator Agreement was extended by a Modification and Extension of Lottery Operator Agreement dated October 14, 1997; and

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

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

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

1. The Satellite Owner agrees to permit the Contractor to establish a keno-type lottery game at the premises of the Contractor described on Exhibit "A" attached hereto and made a part hereof by reference (hereinafter referred to as "the Satellite Location") upon the following terms and conditions.
2. The Contractor may commence a keno-type lottery game at the Satellite Location by providing equipment at the Satellite Location which displays the winning numbers which are displayed at the main or primary location of the Contractor as provided in the Lottery Operator Agreement. The contractor shall provide the equipment necessary for the keno-type lottery game limited to one monitor and the necessary cable, terminals and printers. The Satellite Owner shall, however, provide at the expense of the Satellite Owner a cabinet and counter area for such equipment and an adequate electrical power supply to operate such equipment. The Contractor shall pay for the cost of the telephone and data line installation and applicable monthly fees. The Contractor shall reserve the right, in the sole discretion of Contractor, to provide equipment at the Satellite

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

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

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

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

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

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

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

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

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

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

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

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

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

10. The Satellite Owner shall use its best efforts to detect efforts to cheat the keno-type lottery game or tamper with the equipment for the keno-type lottery game provided by the Contractor and promptly notify the Contractor of any such matters.
11. The Satellite Owner shall promptly notify the contractor of any malfunction of the equipment for the keno-type lottery game provided by the Contractor for the Satellite Location.
12. The Contractor will provide all supplies for the operation of the keno-type lottery game at the Satellite Location and the Satellite Owner shall not use any supplies for the operation of the Keno-type lottery game at the Satellite Location except as provided by Contractor. The Satellite Owner will reimburse the Contractor for the cost of supplies provided to the Satellite Owner by the Contractor.
13. The Satellite Owner shall be solely responsible for all expenses incurred at the Satellite Location in connection with the operation of the keno-type lottery game except for the costs relating to the equipment for the keno-type lottery game provided by the Contractor. The Satellite Owner shall be solely responsible for the payment of all expenses incurred by the Satellite Owner including, but not limited to, taxes, insurance except as provided in Paragraph 7, rent, supplies, fees, salaries and all other such expenses incurred by the Satellite Owner in the operation of the keno-type lottery game at the Satellite Location.
14. The daily net proceeds from the keno-type lottery game at the Satellite Location shall be deposited by the Satellite Owner not later than noon of the next banking day following the date of receipt in an account maintained by the Contractor in a bank designated by the Contractor, consistent with any instruction of the Contractor. The daily net proceeds shall be the aggregate amount wagered at the Satellite Location less prizes paid by the Satellite Location in accordance with the rules and regulations of the Contractor and the Nebraska Department of Revenue.
15. The Satellite Owner will use its best efforts to maximize the gross proceeds from the keno-type lottery game at the Satellite Location.
16. The Contractor may terminate this Satellite Agreement if the gross proceeds from the operation of the keno-type lottery game at the Satellite Location are One Hundred Twenty Thousand Dollars (\$120,000.00) or less for any previous period of three (3) months; provided, however, that the Contractor shall have no right to terminate this Satellite Agreement for a period of six (6) months after the establishment of the keno-type lottery game at the Satellite Location.
17. The Satellite Owner shall sell concessions, including alcoholic and non-alcoholic beverages, and may conduct other legitimate business operations at the Satellite Location; provided, however, that the Satellite Owner shall comply with all applicable federal, state and local laws in selling concessions at the Satellite Location. Concessions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32.1 Insolvency of the Satellite Owner;

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

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

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

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

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

32.7 Any breach of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

44.1 To the Contractor:

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

44.2 To the Satellite Owner:

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

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

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

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

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

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

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

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

FONNER KENO, INC. A Nebraska
Corporation

By: 

Treasurer Gen Manager

"Contractor"

A. MEIER, INC., d/b/a Bandits

By: 

Andrew Meier, President

EXHIBIT "A"

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

Premises of The Chicken Coop of Grand Island, a Nebraska Corporation, 120 East 3rd Street, Grand Island, Nebraska 68801.

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

Mr. Andrew Meier
A. Meier, Inc., d/b/a Bandits
1016 N Diers Avenue Suite 118
Grand island, NE 68803

OPTION

The undersigned hereby grants to Fonner Keno, Inc., ("Fonner Keno"), a Nebraska corporation, the option to establish a keno-type lottery game at the premises of A. Meier, Inc. d/b/a Bandits, 1016 N Diers Avenue Suite 118, Grand Island, Nebraska 68803, upon the following terms and conditions:

1. The undersigned acknowledges that Fonner Keno has entered into a Lottery Operator Agreement dated the 23rd day of March, 1993 ("Lottery Operator Agreement") with the County of Hall, Nebraska ("County") for the establishment of a keno-type lottery game and that the term of such Lottery Operator Agreement was extended by a Modification and Extension of Lottery Operator Agreement dated October 14, 1997.

2. The undersigned further acknowledges that Fonner Keno may operate any number of Satellite locations within the boundaries of the County, subject to approval of the County, consistent with Paragraph 3.3 of the Lottery Operator Agreement. If any such satellite location is located within the boundaries of the City of Grand Island, Nebraska ("City"), Fonner Keno may not operate such satellite location before obtaining the approval of the City.

3. The undersigned desires to be designated as an additional satellite location, consistent with the Lottery Operator Agreement, and further desires to enter into the Satellite Agreement with Fonner Keno, attached hereto as Exhibit "A" and made a part hereof by reference.

4. The undersigned agrees to complete the Sales Outlet Application, attached hereto as Exhibit "B" and made a part hereof by reference, and any other materials requested by the County, and deliver same to Fonner Keno for submission to the County.

5. The undersigned acknowledges that the sole consideration for this Option shall be the submission of the Sales Outlet Application and this Option by Fonner Keno to the County and the City, if applicable, consistent with the provisions of Paragraph 3.3 of the Lottery Operator Agreement.

6. The undersigned acknowledges that Fonner Keno will rely on this Option in submitting the Sales Outlet Application of the undersigned and this Option to the County and the City, if applicable, consistent with the provisions of the Lottery Operator Agreement, and may incur expense in regard to the submission to the County of the Sales Outlet Application of the undersigned and this Option, consistent with the provision of the Lottery Operator Agreement.

7. Fonner Keno may exercise this option to establish a keno-type lottery game at the premises of the undersigned, as described in this Option, in the sole discretion of Fonner Keno and, upon the exercise of such option by Fonner Keno, the

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

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

9. This Option shall terminate if the Sales Outlet Application of the undersigned and this Option are not approved by the County and the City, if applicable, consistent with Paragraph 3.3 of the Lottery Operator Agreement. If the undersigned has not entered into the Satellite Agreement attached hereto as Exhibit "A" and made a part hereof by reference on or before October 31, 2009 this Option shall be considered terminated.

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

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

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

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

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

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

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

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

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

Dated this 31 day of July, 2009.

A. Meier, Inc.
d/b/a Bandits

By: 
Andrew Meier, President

RECEIPT

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

Dated this 31st day of July, 2009.

FONNER KENO, INC., A Nebraska
Corporation

By: 

RESOLUTION 2009-201

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

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

WHEREAS, the County of Hall has selected an additional satellite location for approval for the operation of keno, such location being the premises at 1016 North Diers Avenue, Suite 118 in Grand Island, Nebraska, owned by A. Meier, Inc. dba Bandits, a Nebraska corporation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that A. Meier, Inc. dba Bandits, a Nebraska corporation, located at 1016 North Diers Avenue, Suite 118, Grand Island, Nebraska is hereby approved as an additional satellite location for the operation of keno, subject to entering into the proper agreement.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 25, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 21, 2009	☐ City Attorney



City of Grand Island

Tuesday, August 25, 2009

Council Session

Item G17

#2009-202 - Approving Keno Satellite Location and Agreement for Sluggers, Inc. dba Sluggers Sports Bar and Grill, 707 West Anna Street

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: August 25, 2009

Subject: Approving Keno Satellite Location and Agreement for Sluggers, Inc. dba Sluggers Sports Bar and Grill, 707 West Anna Street

Item #'s: G-17

Presenter(s): RaNae Edwards, City Clerk

Background

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

Discussion

Sluggers, Inc. dba Sluggers Sports Bar and Grill, 707 West Anna Street has submitted a request for approval of a satellite location at the premises of Sluggers Sport Bar and Grill, 707 West Anna Street. This request was approved by Hall County at their August 18, 2009 meeting. Approval of the Satellite Agreement between Sluggers, Inc. and Fonner Keno, Inc. is required along with approval for the satellite location. The Agreement has been reviewed by the Legal and Building Departments.

Alternatives

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

1. Move to approve the request of The Chicken Coop of Grand Island, Inc.
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the request for a Keno Satellite Location and Agreement for Sluggers, Inc. 707 West Anna Street.

Sample Motion

Move to approve the request for a Keno Satellite Location and Agreement for Sluggers, Inc. dba Sluggers Sports Bar and Grill, 707 West Anna Street.

APPLICATION FOR HALL COUNTY KENO SALES OUTLET APPROVAL

1. Business name and location of proposed sales outlet location: SLUGGERS SPORTS BAR
707 WEST ANNA ST, GRAND ISLAND, NE 68801

2. Address of proposed sales outlet location: 707 WEST ANNA ST. GRAND ISLAND NE
68801

3. Applicant's name: BOB BUCK

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

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

BOB BUCK 504 E 18TH GRAND ISLAND NE 68801

OWNER - 100% OWNERSHIP

DOB 5/16/1956

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

BOB BUCK 504 E 18TH ST GRAND ISLAND NE 68801

DOB 5/16/1956

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

Bob Buck 504 E 18th ST. GRAND ISLAND, NE 68801
DOB: 5/16/1956

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

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

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

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

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

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

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

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

14. Seating capacity of sales outlet location: 99

15. Parking capacity of sales outlet location: 35

Date: 8/30/09

Signature: Bob Buck

Title: OWNER

SATELLITE AGREEMENT

THIS SATELLITE AGREEMENT made this 31st day of July, 2009, by and between FONNER KENO, INC., a Nebraska Corporation (herein referred to as "Contractor") and Sluggers, Inc. d/b/a Slugger Sports Bar and Grill (hereinafter referred to as "Satellite Owner").

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

WHEREAS, the Contractor has entered into a Lottery Operator Agreement dated the 23rd day of March, 1993 (hereinafter referred to as "the Lottery Operator Agreement") with the County for the operation of a keno-type lottery game, the term of which Lottery Operator Agreement was extended by a Modification and Extension of Lottery Operator Agreement dated October 14, 1997; and

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

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

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

1. The Satellite Owner agrees to permit the Contractor to establish a keno-type lottery game at the premises of the Contractor described on Exhibit "A" attached hereto and made a part hereof by reference (hereinafter referred to as "the Satellite Location") upon the following terms and conditions.
2. The Contractor may commence a keno-type lottery game at the Satellite Location by providing equipment at the Satellite Location which displays the winning numbers which are displayed at the main or primary location of the Contractor as provided in the Lottery Operator Agreement. The contractor shall provide the equipment necessary for the keno-type lottery game limited to one monitor and the necessary cable, terminals and printers. The Satellite Owner shall, however, provide at the expense of the Satellite Owner a cabinet and counter area for such equipment and an adequate electrical power supply to operate such equipment. The Contractor shall pay for the cost of the telephone and data line installation and applicable monthly fees. The Contractor shall reserve the right, in the sole discretion of Contractor, to provide equipment at the Satellite

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32.1 Insolvency of the Satellite Owner;

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

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

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

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

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

32.7 Any breach of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

44.1 To the Contractor:

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

44.2 To the Satellite Owner:

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

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

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

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

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

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

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

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

FONNER KENO, INC. A Nebraska
Corporation

By: 

Treasurer

Gen Manager

"Contractor"

Sluggers, Inc.
d/b/a Sluggers Sports Bar and Grill

By: 

EXHIBIT "A"

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

Premises of The Chicken Coop of Grand Island, a Nebraska Corporation, 120 East 3rd Street, Grand Island, Nebraska 68801.

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

Robert Buck
Sluggers Sports Bar and Grill
707 W Anna
Grand Island, NE 68801

OPTION

The undersigned hereby grants to Fonner Keno, Inc., ("Fonner Keno"), a Nebraska corporation, the option to establish a keno-type lottery game at the premises of Sluggers, Inc. d/b/a Sluggers Sports Bar and Grill, 707 W Anna, Grand Island, Nebraska 68801, upon the following terms and conditions:

1. The undersigned acknowledges that Fonner Keno has entered into a Lottery Operator Agreement dated the 23rd day of March, 1993 ("Lottery Operator Agreement") with the County of Hall, Nebraska ("County") for the establishment of a keno-type lottery game and that the term of such Lottery Operator Agreement was extended by a Modification and Extension of Lottery Operator Agreement dated October 14, 1997.

2. The undersigned further acknowledges that Fonner Keno may operate any number of Satellite locations within the boundaries of the County, subject to approval of the County, consistent with Paragraph 3.3 of the Lottery Operator Agreement. If any such satellite location is located within the boundaries of the City of Grand Island, Nebraska ("City"), Fonner Keno may not operate such satellite location before obtaining the approval of the City.

3. The undersigned desires to be designated as an additional satellite location, consistent with the Lottery Operator Agreement, and further desires to enter into the Satellite Agreement with Fonner Keno, attached hereto as Exhibit "A" and made a part hereof by reference.

4. The undersigned agrees to complete the Sales Outlet Application, attached hereto as Exhibit "B" and made a part hereof by reference, and any other materials requested by the County, and deliver same to Fonner Keno for submission to the County.

5. The undersigned acknowledges that the sole consideration for this Option shall be the submission of the Sales Outlet Application and this Option by Fonner Keno to the County and the City, if applicable, consistent with the provisions of Paragraph 3.3 of the Lottery Operator Agreement.

6. The undersigned acknowledges that Fonner Keno will rely on this Option in submitting the Sales Outlet Application of the undersigned and this Option to the County and the City, if applicable, consistent with the provisions of the Lottery Operator Agreement, and may incur expense in regard to the submission to the County of the Sales Outlet Application of the undersigned and this Option, consistent with the provision of the Lottery Operator Agreement.

7. Fonner Keno may exercise this option to establish a keno-type lottery game at the premises of the undersigned, as described in this Option, in the sole discretion of Fonner Keno and, upon the exercise of such option by Fonner Keno, the

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

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

9. This Option shall terminate if the Sales Outlet Application of the undersigned and this Option are not approved by the County and the City, if applicable, consistent with Paragraph 3.3 of the Lottery Operator Agreement. If the undersigned has not entered into the Satellite Agreement attached hereto as Exhibit "A" and made a part hereof by reference on or before October 31, 2009 this Option shall be considered terminated.

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

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

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

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

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

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

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

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

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

Dated this ____ day of July, 2009.

Sluggers, Inc.
d/b/a Sluggers Sports Bar and Grill

By: Bob Bud

RECEIPT

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

Dated this 31st day of July, 2009.

FONNER KENO, INC., A Nebraska
Corporation

By: [Signature]

RESOLUTION 2009-202

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

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

WHEREAS, the County of Hall has selected an additional satellite location for approval for the operation of keno, such location being the premises at 707 West Anna Street in Grand Island, Nebraska, owned by Sluggers, Inc. dba Sluggers Sports Bar and Grill, a Nebraska corporation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Sluggers, Inc. dba Sluggers Sports Bar and Grill, a Nebraska corporation, located at 707 West Anna Street, Grand Island, Nebraska is hereby approved as an additional satellite location for the operation of keno, subject to entering into the proper agreement.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 25, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 21, 2009	☐ City Attorney



City of Grand Island

Tuesday, August 25, 2009

Council Session

Item G18

**#2009-203 - Approving Amendment Number 3 to Agreement with
CH2MHill for Waste Water Comprehensive Plan Update**

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: August 25, 2009

Subject: Approving Amendment Number 3 to Agreement for Waste Water Comprehensive Plan Update

Item #'s: G-18

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

Background

CH2M Hill, Inc. of Englewood, Colorado was hired to update the Waste Water Comprehensive Plan under an agreement for \$346,200 that was approved by the council on October 11, 2005.

Amendment number 1 to the agreement was approved by the council on September 11, 2007. The amendment provided for changes in the scope of work including regulatory review, alternative analysis and odor evaluation. The agreement included no change in cost.

Amendment number 2 to the agreement was approved by the council on April 28, 2009. The amendment provided for budget and schedule modifications. The cost of the agreement was \$35,038.

Discussion

The loadings to the treatment plant have changed significantly in the last year with the new JBS lagoon coming on-line in July of 2008 and the old lagoon coming back on-line in February of 2009. The Biochemical Oxygen Demand (BOD) loading on the plant has reduced significantly, changing the carbon to nitrogen ratio of the plant's waste water, reducing the plant's ability to de-nitrify, and increasing the difficulty of treatment. Future cost savings options to deal with this loading change were discussed during an alternatives evaluation workshop on July 14, 2009.

Amendment number 3 with CH2M Hill, Inc. provides for consulting services to evaluate those options and make recommendations that will be used in the comprehensive plan as

well as the upcoming design of aeration basin improvements. The services include analysis of split streams of waste water flows from JBS, future regulatory requirements regarding nutrient loadings, and modeling the impact of the options. The possible options are important because they can result in a capital improvements plan that can save millions of dollars.

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 resolution authorizing the Mayor to execute the Amendment.

Sample Motion

Move to approve Amendment Number 3 with CH2M Hill, Inc. of Englewood, Colorado under the Standard Agreement for Professional Services dated October 18, 2005.

**AMENDMENT NO. 3 to STANDARD AGREEMENT FOR
PROFESSIONAL SERVICES DATED 18 OCTOBER 2005**

CH2M HILL's Office Address: 9193 S. Jamaica St., Englewood, CO 80112

Project Name: Wastewater Collection and Treatment System – Comprehensive Plan Update CH2M HILL Project: 335802
No.:

Client: City of Grand Island, NE

Address: 100 East First Street, Box 1968, Grand Island, NE 68802-1968

CLIENT requests and authorizes CH2M HILL to perform the following services:

Scope:

AMENDMENT NO. 3 will hereby modify the original Standard Agreement for Professional Services, dated 18 October 2005, as amended through AMENDMENT NO. 1, dated 11 September 2007, and AMENDMENT NO. 2, dated 28 April 2009. AMENDMENT NO. 3 represents scope, budget, and schedule modifications for ENGINEER to perform additional analysis to explore opportunities to utilize a split stream of wastewater flow from JBS in an effort to minimize capital improvement program project needs to meet existing and anticipated future regulatory requirements through the project planning horizon. The scope of services will hereby be amended to add the following work.

ENGINEER will prepare a request for information to be distributed by the CITY to JBS to request information relative to the JBS facility and wastewater sources from unit processes within the JBS facility. ENGINEER will review the information provided to evaluate potential wastewater split stream sources from within the JBS facility. The intent of the evaluation is to attempt to identify a highly concentrated split stream wastewater source that will increase the carbon to nitrogen ratio of the wastewater influent into the CITY's wastewater treatment plant to promote denitrification.

ENGINEER will organize and participate in up to a one-day site visit to tour the JBS facility with CITY and JBS staff to support the aforementioned evaluation. ENGINEER participants in the site visit will be limited to the Project Manager, Lead Engineer, and Senior Technical Consultant. Following the site visit, ENGINEER will prepare protocols for the collection and laboratory analyses of wastewater samples from potential split stream sources. It is assumed that the samples will be collected by JBS staff who will provide these samples to the CITY who will perform the laboratory analysis and provide results to the ENGINEER.

ENGINEER will evaluate the results of the laboratory analysis of samples collected and provide recommendations for wastewater split stream supply sources and flow quantity from JBS. ENGINEER will perform PRO2D modeling to support the evaluation and assess impacts to CITY's wastewater treatment plant unit processes and compliance with existing and anticipated future regulatory requirements. ENGINEER will estimate the size of recommended improvements necessary to convey the split stream to the CITY's wastewater treatment plant for the preferred split stream supply source.

The results of the AMENDMENT NO. 3 evaluation will be incorporated into the alternatives evaluation and prioritized capital improvement program (CIP) project list being prepared as part of the originally contracted scope of services as amended through AMENDMENT NO. 1 and AMENDMENT NO. 2. This AMENDMENT NO. 3 scope of services does not include assistance in negotiating with JBS regarding the split stream source nor industrial permitting support.

Compensation by CLIENT to CH2M HILL will be on the basis of:

Per conditions of the original contract dated 18 October 2005.

Original Contract value:	\$346,200
AMENDMENT NO. 1:	No cost change – Incorporated Scope and Schedule Modifications
AMENDMENT NO. 2:	\$35,038
AMENDMENT NO. 3:	\$24,880
Total Revised Contract Amount:	\$406,118

Other Terms:

The project schedule shall be extended to December 31, 2009. The schedule assumes that Amendment No. 3 will be approved by City Council at the regularly scheduled August 11, 2009 City Council meeting. A detailed schedule to complete this project will be prepared by ENGINEER and forwarded to the CITY following receipt of the AMENDMENT NO. 3 notice to proceed. It is further assumed that delays in receipt of requested information may result in the need to request future schedule modifications through a formal amendment.

Services covered by this AMENDMENT NO. 3 will be performed in accordance with the Provisions of the original Standard Agreement for Professional Services dated 18 October 2005 and any attachments or schedules. AMENDMENT NO. 3 shall supplement the previously executed AMENDMENT NO. 1 and AMENDMENT NO. 2 understandings and may only be changed by written amendment executed by both parties.

CLIENT:

CH2M HILL, INC.:

Signature _____

Signature _____

Name (printed) _____

Name (printed) _____

Title _____

Title _____

Date _____

Date _____

R E S O L U T I O N 2009-203

WHEREAS, on October 11, 2005, by Resolution No. 2005-293, the City Council of the City of Grand Island approved an agreement with CH2M Hill, Inc. of Englewood, Colorado, in the amount of \$346,200, to perform engineering services for the Waste Water Comprehensive Plan Update; and

WHEREAS, on September 11, 2007 the City Council approved Amendment Number 1 with CH2M Hill, Inc. which modified the scope of the original contract without the appropriation of additional funds; and

WHEREAS, on April 28, 2009 the City Council approved Amendment Number 2 with CH2M Hill, Inc which accounts for schedule modifications and the associated fee adjustments , for a cost not to exceed \$35,038.00,

WHEREAS, city staff has negotiated Amendment Number 3 with CH2M Hill, Inc. which represents scope, budget and schedule modifications to perform additional analysis in order to minimize capital improvement program project needs, at an additional cost not to exceed \$24,880.00, for a revised total agreement price of \$406,118.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the 3rd amendment to the agreement with CH2M Hill, Inc. of Englewood, Colorado is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 25, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form <input type="checkbox"/> _____	
August 21, 2009	<input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, August 25, 2009

Council Session

Item H1

**Consideration of Request from Mosaic Group Home for a
Conditional Use Permit for a Mosaic Group Home Located at 2905
West 5th Street**

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

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, August 25, 2009

Council Session

Item I1

#2009-204 - Consideration of Request from Tycoon Ltd., LLC dba Empire, 123 East South Front Street for a Class “C” Liquor License and Liquor Manger Designation for David Karmazin, 2981 Highway 4, Lawrence, Nebraska

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

Staff Contact: RaNae Edwards

RESOLUTION 2009-204

WHEREAS, an application was filed by Tycoon Ltd., LLC, doing business as Empire, 123 East South Front Street for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on August 15, 2009; such publication cost being \$14.73; and

WHEREAS, a public hearing was held on August 25, 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 David Karmazin, 2981 highway 4, Lawrence, Nebraska as liquor manager of such business upon the completion of a state approved alcohol server/seller training program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 25, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 21, 2009	☐ City Attorney



City of Grand Island

Tuesday, August 25, 2009

Council Session

Item I2

#2009-205 - Consideration of Requesting the Nebraska Liquor Control Commission to Require Club 69, 106 East 3rd Street to Complete a Long Renewal Form

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: August 25, 2009

Subject: Club 69 Liquor License Application

Item #'s: I-2

Presenter(s): Steven Lamken, Police Chief

Background

The Police Department is requesting the City Council to vote to require the owner of the Club 69 Liquor Establishment to make a new application for a liquor license to the Nebraska Liquor Commission. The Police Department is making this request based upon the call history; lack of cooperation by the owner; and lack of control of the establishment by the owner. A twelve page call history has been provided outlining the Police Department contacts at Club 69 since November of 2006.

Discussion

The Police Department recommends that the City Council vote to recommend to the Nebraska Liquor Commission that the owner of Club 69 liquor establishment be require to submit a new application for the renewal of the liquor license. The Police Department bases this request upon several factors.

The Department has responded to 295 calls at Club 69 since November 23, 2006. Many of these calls involve disturbances, intoxicated persons and violence. Many of the calls involve assaults. The vast majority of these calls required multiple officers to respond. The call volume and number of officers needed creates a disproportionate demand for law enforcement services and negatively affects the Police Department's ability to provide other law enforcement services in the community. A twelve page report from Sergeant Vitera provides documentation on the number and nature of calls for service and comparisons with other on sale liquor establishments in the City.

Mr. Nickie Kallos, the Club 69 owner, has demonstrated that he is not fit, willing or able to properly provide the service proposed within the City. There are numerous instances where Mr. Kallos is argumentative and confrontational with officers responding to calls at Club 69. There are numerous instances where Mr. Kallos confronts officers, interferes

with their efforts and uses profanity towards the officers as they are attempting to respond to violent or difficult situations. The report provides documentation of many instances that demonstrate Mr. Kallos is not fit, willing, or able to provide the proposed service.

Mr. Kallos has demonstrated that the management and control of Club 69 does not conform to all provisions and requirements of the rules and regulations governing liquor licenses. Mr. Kallos has demonstrated that he lacks management ability. He does not enforce standards. Patrons are allowed to become intoxicated. Patrons are not checked for proper identification. Patrons are allowed to create disturbances, commit assaults and other acts without efforts to control them. Mr. Kallos often escalates situations or interferes with officers when they have to respond to calls at Club 69. Mr. Kallos has demonstrated that he does not have control of his establishment as evidenced by the number of disturbances, crimes and calls responded to by the Police at Club 69. The report provides documentation of instances where Mr. Kallos does not uphold rules and regulations and is not in control of the liquor establishment.

The Police Department is facing staffing difficulties. Calls and demands for service are creating more and more critical times when there are no officers available to respond to calls. The high service demand and nature of calls at Club 69 puts a strain on the adequacy of existing law enforcement resources. The majority of calls for service at Club 69 require multiple officers due to the nature of the calls and the history of violence. Club 69 is creating a strain on the resources of the Police Department. The report documents the high demand for police services generated from the Club 69 license.

The Club 69 business is not consistent with the public interest in Grand Island. The business creates an environment where people will not come to the area or use the sidewalk in front of the business. The business breeds crime and violence. Club 69 generates high demands for limited Police Department resources. The owner does not manage or control the business and frequently contributes to the problems associated with the liquor license.

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 request to require Club 69 to make a new application for a liquor license with the Nebraska Liquor Commission.

Sample Motion

Move to approve that the City of Grand Island request that the Nebraska Liquor Commission require the owner of the Club 69 liquor license to make application for a new license for the following reasons:

1. The owner, Mr. Kallos, has not demonstrated that he is fit, willing and able to properly provide the service proposed within the City.
2. The owner, Mr. Kallos has not demonstrated the type of management and control in owning the licensed premise to be sufficient to insure that the licensed business conforms to the provisions and requirements of the license.
3. There are multiple on sale liquor establishments in Grand Island of which none demand the level of law enforcement services that Club 69 requires. Club 69 requires the use of additional law enforcement resources because of high calls for service and crimes generated from the liquor license.
4. The Grand Island Police Department frequently lacks adequate resources to police Club 69 and respond to the calls for service and crimes generated by the liquor license.
5. The Club 69 liquor license is not consistent with the public interest.



*Working Together for a
Better Tomorrow. Today*

7/22/09

The Grand Island Police Department has had to spend a significant amount of time, manpower, and resources dealing with problems and criminal activity occurring at or spilling out of Club 69. According to the Nebraska Liquor Control Commission website, Club 69 obtained a liquor license on 5/17/06. I searched our database from the time the license was issued until the present. I located 315 calls for service. Twenty-five of the calls were police-initiated bar checks. The following information is a list of select law enforcement calls and contacts involving Club 69 which illustrates what law enforcement has been dealing with for the past three years and two months.

On 11/23/06, police responded to a fight in front of Club 69. A bouncer observed two males in a physical altercation in the middle of the street. He was able to detain one of them who attempted to get away. One of the men had exited Club 69 just before the assault occurred. Neither party wanted to press charges. I don't know where the call originated from.

On 11/25/06, a Club 69 bouncer was arrested inside the bar on a local misdemeanor warrant.

On 12/2/06, officers took an assault complaint that occurred inside Club 69. It was determined to be a shoving match between two females. The complaint was unfounded. Also, an officer observed a fight break out as people exited Club 69 on 12/2/06. Gang members were assaulting another male. The victim said that he heard one of the people yell out "East Side" as he was being assaulted. The East Side Locos are a gang in Grand Island. The victim did not wish to press charges. This assault occurred about one hour before the other one and was not related.

On 12/9/06, an officer observed a Club 69 bouncer physically removing a patron from the bar. The officer stopped to help and identified the patron as a documented gang member. The bouncer told the officer that the patron had used a prison I.D. card to enter the bar. The officer spoke to the owner about letting people in the bar with an improper I.D. card.

On 12/16/06, officers did a "bar check" at Club 69. They observed several gang members inside the bar. One of the gang members could not produce any form of identification. He was told to leave the bar. The officers warned "security personnel" about letting people in the bar without identification.

On 12/24/06, an officer saw a man standing in front of Club 69 with a bottle of beer. The man was extremely intoxicated. The officer got a BAC of .224 using his PBT. The man said he had taken the beer out of Club 69 by concealing it in his jacket pocket. The officer noted that it was impossible to completely conceal the bottle in the pocket.

On 12/30/06, Club 69 called to have an intoxicated patron removed from the bar. The male refused to leave and was arrested for obstruction and trespassing.



*Working Together for a
Better Tomorrow. Today*

On 1/1/07, officers were detailed to Club 69 for an assault. One assault took place just outside the bar. A female was referred to the County Attorney for that assault. Officers also found a gang member inside the bar who had been involved in a fight. He didn't wish to file a report. Officers were also later called to the hospital to speak to yet a different assault victim from Club 69, but he didn't want to make a report either. It's unknown if he had been fighting with the gang member who didn't want to make a report.

On 1/5/07, an officer was flagged down by people running out of Club 69. The officer was told that an assault had just occurred inside the bar. A female had hit another female over the head with a beer bottle. The suspect was referred to the County Attorney.

On 1/19/07, officers performed an alcohol compliance check. One man was arrested on an outstanding warrant. Another man was arrested for false reporting. PBT's were given to some of the customers. Results were: .166, .215, .217, .239, .261, .263. The two highest tests still had drinks in their hands. One of them had to be told to quit drinking, and the drink had to be taken out of his hands. A 20 year old girl was encountered inside the bar. She didn't have any I.D. on her. She advised that she walked into the bar without being carded.

On 2/23/07, a group of 15 to 25 people came out of Club 69 and two or three of them began to actively fight. One man was bitten by another man. The man who got bitten also got stabbed by a different man. He underwent surgery at the hospital. One suspect was arrested, and the other was referred to the County Attorney. **While investigating the crime, an officer spoke to the owner of Club 69. He asked the officer where the assault took place. Before the officer could answer, the owner stated that if it didn't occur on his sidewalk, it wasn't his responsibility.**

On 2/25/07, an officer observed a male carrying beer out of Club 69 at 0106 hours. At 0121, the same officer observed another male carrying beer out of the bar. **The officer contacted Nickie Kallos who got very angry and said the officer was picking on him. When asked about people carrying out beer after hours, he said "What the fuck do you want me to do?" When told that he would be referred for charges, Nickie said, "I don't care, I will just pay the fucking fine!!"**

On 3/3/07, officers responded to Club 69 to investigate a domestic assault. One of the parties involved in the assault made the call. One person was jailed, and the other person was referred to the County Attorney. After officers finished the assault complaint, they observed the bouncer escorting a male out of the bar. One of the officers spoke to the man who had been escorted out. He was extremely intoxicated. He tested .217 on a PBT. The man said that he was drunk before he got to Club 69. He also said that he been at Club 69 for an hour or an hour and a half and been served while he was there. He would not identify the bartender.

On 3/10/07, officers were looking for a vehicle that someone had taken without permission. The vehicle was located parked directly in front of Club 69. A man exited the bar and said he had been driving the car. The officer asked him for I.D. The man said that he didn't have any I.D. They just let him in the bar. The officer searched the man, and didn't find any I.D. The man had a marijuana pipe in his pocket along with a half full bottle of vodka in the car. He was eventually cited for unauthorized use of a motor vehicle, possession of drug paraphernalia, and an open container violation. He was 23 years old.

On 3/11/07, officers were looking for a subject in Club 69. When they found him inside the bar, he had methamphetamine and drug paraphernalia on his person. He was arrested.



*Working Together for a
Better Tomorrow. Today*

On 3/24/07, an officer was conducting a bar check when he observed a male leave the bar carrying and drinking a beer. The man was arrested. A subsequent search of the man revealed that he had meth on him and prescription pills that weren't in their original bottle.

On 3/31/07, officers responded to a complaint of a stabbing at Club 69. It turned out to be a false report. The subject who made the call was located in the same block as the bar. He was arrested for making a false report.

On 4/29/07, an officer spotted a male with an outstanding warrant standing outside of Club 69. The male resisted arrest, and a Taser had to be used on him. While dealing with the male, a female walked by the officer. She was also arrested for an outstanding warrant and false reporting.

On 5/12/07, an officer drove by Club 69 at closing time and observed a large crowd standing in the middle of the street. A female was assaulting a male. The female was arrested for assault and resisting arrest.

On 5/20/07, an officer observed some gang members exit Club 69 and then get into a fight across the street. One man was arrested, and one man was referred to the County Attorney.

On 6/15/07, officers were doing a bar check and arrested a woman inside Club 69. She had a local misdemeanor warrant.

On 6/22/07, officers were detailed to a disturbance at Club 69. One officer observed a woman standing in front of the bar yelling. She went back inside the bar before the officer could contact her. No further action was taken.

On 6/30/07, the police received an anonymous call about a man with a warrant inside Club 69. Officers located the man inside the bar and arrested him on a local misdemeanor warrant.

On 7/8/07, officers were detailed to Club 69 on a report of a male bleeding from the head. Officers found a subject inside the bar bleeding from his head with a broken beer bottle beside him. Two known gang members were referred to the county attorney for prosecution.

On 7/14/07, officers were detailed to Club 69 for an assault. One female assaulted another on the dance floor giving her a bloody nose. A referral was done to the county attorney. The report was marked with a "gang affiliation" designation.

On 7/15/07, a female was assaulted by two other females inside Club 69. The two suspects were referred to the county attorney for assault.

Also on 7/14/07, officers were called to Club 69 for a domestic disturbance inside the bar. Parties left prior to officers' arrival. No further action was taken.

On 7/20/07, a bouncer at Club 69 was arrested there on a warrant.

On 7/21/07, a gang member was arrested on a warrant inside Club 69.

On 7/23/07, officers responded to several intoxicated subjects arguing outside the bar. No enforcement action was taken.



*Working Together for a
Better Tomorrow. Today*

On 7/29/07, officers responded to a complaint of an assault that occurred at Club 69. Two females assaulted another female. Referrals were done to the county attorney.

Also on 7/29/07, while officers were investigating the assault listed above, another fight broke out in the crowd outside the bar. Two females were punching and kicking each other in front of officers. Citations were issued.

On 7/30/07, officers investigated a domestic assault which occurred inside Club 69. A male was later arrested at a different location.

On 8/12/07, officers were detailed to Club 69 for a physical fight. The following information is copied from one of the responding officer's report. **It details Club 69's owner, Nickie Kallos Jr.'s lack of cooperation with law enforcement.**

On 08/12/07 at approximately 0010, I responded to a report of a physical fight at Club 69, 106 3rd St. E. Upon arrival, I observed several people running away from the area of the bar. I did was not able to contact any suspects at the scene.

The owner of Club 69, Nickie J. Kallos Jr., asked to speak with me. Nickie advised the fight was not his fault and the people involved left. He is tired of extra attention from police for small fights at his bar. He did not think the police involvement was necessary because he has his own security crew take care of the incidents. He was confident that fighting at his bar has been significantly reduced in the past few months. I advised him to contact 911 immediately any time a physical fight breaks out. I told him, "Let us handle it." Nickie said, "I'm not going to call 911 for little misdemeanor assault shit. I'll call on felonies." I warned him of the importance of notifying police in the event of an assault at his bar. I spoke with him about civil liability and potential for serious injury. He again advised, "I'll call on felonies." I told him it was our job to determine if an assault is a felony, so he needs to notify police.

On 9/6/07, an officer found a man who staggered across the railroad tracks while the arms were flashing and in the down position. The officer said the man just missed being struck by a train by about 5 feet. The man was so intoxicated that he didn't hear or see the train and didn't remember the arms being down. The man said he had been drinking at Club 69. Officers relocated to Club 69 and were told that the man had been in the bar from about 1900 until 2230. Personnel from Club 69 were warned about serving intoxicated customers.

On 9/14/07, a gang member was arrested on a warrant at Club 69.

On 9/16/07, officers responded to a disturbance at Club 69. The owner was struck with a beer bottle after he allegedly punched one of the patrons. Two people were arrested, and three people were referred to the county attorney (including the owner). It appears that the county attorney declined to prosecute the owner.



*Working Together for a
Better Tomorrow. Today*

On 9/17/07, an officer made a DUI arrest across the street from Club 69. The person arrested had been drinking at Club 69. One of the bouncers approached the officer and asked if he could take her back to the bar and arrange a ride for her. The female was subsequently arrested for DUI, possession of marijuana, possession of drug paraphernalia, and possession of methamphetamine.

On 9/21/07, officers were detailed to a large disturbance outside of Club 69. Two males were fighting. They both went to jail after one had to be subdued with a Taser.

On 9/24/07, an officer took a report where the victim claimed that his cell phone was lost or stolen while he was at Club 69.

On 9/28/07, officers responded to a fight in the area of Club 69. One subject who had just left Club 69 got into a knife fight with another subject. Both subjects were treated at the hospital for puncture wounds.

On 9/29/07, officers investigated a domestic assault that originated inside Club 69. A man was jailed, and a woman was referred to the county attorney.

On 9/30/07, officers were detailed to a fight outside of Club 69. One person was jailed and another person was referred to the county attorney.

On 10/7/07, officers observed a disturbance in front of Club 69. One of the participants had just come out of Club 69. A man was jailed for 3rd degree domestic assault, possession of drug paraphernalia, and a Lancaster County warrant. Another male was jailed for obstructing an officer after they had to use the Taser on him.

Also on 10/7/07, a woman was referred to the county attorney for assaulting two other women in the parking lot across the street from Club 69 after they left the bar.

On 10/13/07, a man with a warrant was arrested at Club 69.

On 10/14/07, an officer referred a female to the county attorney for assaulting a male inside of Club 69.

On 10/20/07, the owner of Club 69 was verbally warned for a noise violation.

On 10/21/07, an employee of Club 69 informed a police officer that two men had brought alcohol into the bar. The alcohol was poured out, and the men left.

Also on 10/21/07, two men were involved in a "shoving match" outside Club 69. No action taken.

On 11/03/07, a man was jailed for a felony assault, using a weapon to commit a felony, possession of marijuana less than an ounce, and trespassing after he stabbed another man in the neck with a hair pick inside Club 69.

Also on 11/3/07, a bouncer at Club 69 requested law enforcement assistance to help him check three men for weapons. No weapons were found.



*Working Together for a
Better Tomorrow. Today*

On 11/4/07, a man was referred to the county attorney for criminal mischief after he knocked another man off of his motorcycle (cycle tipped over) in front of Club 69.

On 11/8/07, a man was jailed for an assault that occurred in front of Club 69. The man was also arrested for carrying a concealed weapon (knife).

On 11/10/07, the owner of Club 69 requested law enforcement assistance to help remove an intoxicated male from the bar.

On 11/16/07, officers spotted a man with a warrant in front of Club 69. The man was jailed.

On 11/18/07, an officer observed two men fighting in front of Club 69, one man was jailed for assault after a Taser was used on him.

On 11/24/07, a man was jailed for trespassing and obstructing an officer at Club 69.

On 12/6/07, officer responded to Club 69 to investigate an assault. One man was bleeding from his face and vomiting. The man said he fell down. The owner of the bar advised that another male punched the bleeding man because he was causing problems inside the bar. The assailant fled the scene. The victim did not make a report.

On 12/8/07, a man reported that he was assaulted at Club 69, but he didn't want to make a formal report.

On 12/17/07, an officer took a report where Club 69 had a damaged window. A customer threw a piece of ice and broke the window.

On 12/30/07, a man got assaulted outside of Club 69 after a confrontation between several males inside the bar. The injured male did not make a report.

On 12/31/07, a female at Club 69 was arrested on a warrant.

On 1/6/08, a man was referred to the county attorney for assaulting a bouncer at Club 69.

On 1/12/08, a pregnant woman was struck in the stomach when a fight broke out on the dance floor at Club 69. No criminal report taken.

On 1/13/08, Club 69 requested help removing someone from the bar.

On 1/27/08, officers helped escort a man out of the bar at the request of Club 69.

On 2/5/08, a man with a black eye advised he was assaulted inside Club 69, but he didn't wish to file a report.

On 2/22/08, a female subject was arrested inside the bar for drinking and violating the terms of her probation.

On 2/23/08, Officers were flagged down at Club 69. A man was lying on the ground in front of the entrance. He had a large bump on his head that was bleeding. A bouncer told officers that the man was inappropriately touching women inside the bar. The bouncer pushed him out the door. The man fell down



*Working Together for a
Better Tomorrow. Today*

and hit his head. Another man tried to pick up the injured man. The man trying to move the injured man was jailed for assaulting an officer, obstructing an officer, and resisting arrest.

Also, on 2/23/08, a man inside Club 69 was arrested on a warrant.

On 3/9/08, two men were jailed for assaulting each other in front of Club 69 after police had tried to break them up.

On 3/22/08, officers were detailed to Club 69 for a disturbance. Officers learned that two men assaulted another man while he was dancing because they thought he was "throwing gang signs." One man was referred to the county attorney.

On 3/23/08, Officers investigated an assault at Club 69. No action was taken because the victim was uncooperative.

On 3/30/08, an officer saw a young man walk into Club 69. The officer knew the man did not have any I.D. because the officer had recently seized it. The following is an excerpt from the officer's report:

While patrolling the downtown area on 3-30-08, I observed D.B. walk into Club 69. I knew D.B. did not have any form of identification on his person because I had seized his license earlier on that date because of a license pick up order. I stopped and made contact with D.B. at the front door, who appears to be younger than twenty one years old. I advised D.B. that he could not be in the bar without any form of identification, unless he had gotten one on Saturday. D.B. confirmed that he had not gotten an ID card.

While I was speaking with D.B. Nickie Kallos, bar owner of Club 69, came out and asked "What's wrong now?" I advised Kallos that D.B. did not have any form of identification on his person (and the reason that I knew he did not) and Kallos got agitated and said "he is my girlfriend's brother" and "he just got here". I advised him that it could easily appear to law enforcement (other than me) that D.B. was not old enough to be in the bar and ask for verification of age, which D.B. would not be able to provide. **Kallos became more agitated and said "You fuckers are always trying to pin stuff on me, but how many times have you been able to do it, huh?? One fucking time was all". Kallos also stated "I know the fucking laws and the liquor commission isn't going to do a fucking thing to me and neither can you!" At this point I was convinced that Kallos was not going to be cooperative with me so I left after I advised I would document the incident and he said "Go right ahead, I don't give a fuck". I later saw D.B. standing by the front door still.**

On 4/13/08, an employee of Club 69 called and requested that a male be arrested for trespassing. The customer was causing problems inside the bar and refused to leave. The man was jailed.



*Working Together for a
Better Tomorrow. Today*

Also on 4/13/08, officers responded to a fight at Club 69. Three people were jailed. One was jailed for 3rd degree assault on a police officer and obstructing a police officer. The second person was jailed for 3rd degree assault on a police officer, terroristic threats (to a police officer), obstructing a police officer, resisting arrest, strangulation, 3rd degree assault, and a Hall County warrant. This subject is a Blood gang member. The third subject was jailed for 3rd degree assault, prohibited acts, and resisting arrest.

On 4/18/08, two men at Club 69 agreed to fight. After punching each other several times, one of the men fell backwards into a brick wall. This man had a broken "nasal bone." This man was referred to the county attorney for 3rd degree mutual assault. The other man was referred for 1st degree assault.

On 4/19/08, after a formal noise complaint was made, the owner of the bar was cited for disturbing the peace.

On 4/20/09 at 0135, a male was arrested for DUI. The car was parked and running with the male sitting behind the driver's seat in front of Club 69.

On 4/25/08, officers got an anonymous complaint from someone at Club 69 saying that a female with a warrant was inside the bar. Contact was made with the owner and a bouncer. They said that they hadn't seen the person in question since other officers had searched the bar. An officer then found the person with the warrant. She was hiding in the DJ booth.

On 5/18/08, three gang members were jailed for fighting in front of Club 69.

On 6/5/08, officers were conducting a bar check at Club 69 and removed three people from the bar because they were in violation of the City's smoking ban.

On 6/17/08, officers were detailed to Club 69 to arrest a man with a warrant. The man was located and jailed.

On 6/29/08, two woman were jailed for 3rd degree assault and disturbing the peace by fighting while they fought inside Club 69.

On 7/4/08, after an altercation inside the bar, one man was jailed for 2nd degree assault, and a woman was referred to the county attorney for a 3rd degree assault.

On 7/6/08, officers responded to a complaint of a protection order violation at Club 69. The suspect was not located.

On 7/16/08, while an officer was investigating an assault complaint at Club 69, he observed a woman leave the bar who had an arrest order for a probation violation. The officer jailed the woman.

On 8/3/08, one of the Club 69 bouncers was arrested on 3 Hall County warrants.

On 8/10/08, A male was arrested for 3rd Degree Assault and Refusal to Sign Citation at Club 69 following an investigation in which the male subject struck a female inside the club.

On 8/12/08, an officer was flagged down regarding subjects with motorcycles on sidewalk doing power stands in front of the bar. Suspects departed prior to arrival.



*Working Together for a
Better Tomorrow. Today*

On 8/17/08, an officer reported a large group fighting in the street in front of the bar.

On 8/23/08, an officer witnessed two females fighting in front of Club 69. One female was arrested for a domestic assault.

Also on 8/23/08, a female was arrested for assault in the 2nd degree, willful reckless driving, and driving under the influence of alcohol. Officers were called to Club 69. The arrest was made in the parking lot across the street.

On 9/6/08, an officer reported a large verbal disturbance in front of club 69 at 0018. Another one was reported at 0123.

On 9/13/08, an officer determined there had been a verbal and possibly physical altercation; no persons identified.

Also on 9/13/08, an officer contacted a male who was sitting behind the wheel of his van in a parking stall by Club 69. The keys were in the ignition, and he appeared to be sleeping. He had the smell alcoholic beverage coming from his person. He failed SFST'S and refused a PBT. A sword was found inside a walking stick in his van upon a search. He was arrested for DUI and carrying a concealed weapon.

On 9/21/08, an officer took a theft report from a male who said that he lost his wallet while he was fighting at Club 69.

On 9/26/08, an officer responded to an indecent exposure report at Club 69. He was unable to locate/identify the suspect.

On 9/27/08, officers were called to Club 69 by an anonymous female about another female in the bar who had a warrant. The suspect female was located and arrested.

On 10/4/08, officers responded to Club 69 on a disturbance call. Two males were in the parking lot across the street were referred to the county attorney for a mutual assault. Another male was briefly detained and told to leave when it was determined he wasn't involved. He came back and caused problems. A female living above Club 69 complained about the noise from that man. He was arrested for disturbing the peace.

On 10/19/08 at 0114, an officer responded to a disturbance at Club 69. The only documentation from him was a statement that said "usual weekend problems."

On 11/8/08, officers were detailed to Club 69 reference an assault. They contacted and spoke with a male, who stated he had been assaulted by two males inside the bar.

On 11/27/08, bouncers kicked three intoxicated males out of the bar. He watched them as they got into a confrontation outside. While the males were in a vehicle they hit the bouncer with the car. The driver was eventually arrested. Another DUI arrest was made as a result of this investigation.

On 12/19/08, officers were dispatched to Club 69 regarding two males with outstanding arrest warrants. The men had been hiding in a car parked in front of the bar. They walked away from the bar and were both arrested.



*Working Together for a
Better Tomorrow. Today*

On 12/24/08, officers received information about a male with an outstanding arrest warrant out of Montana in the bar. He was located and arrested.

On 12/27/08, a documented gang member was arrested for assaulting another male inside the bar. He also had a small amount of marijuana on his person.

On 1/1/09, a male was arrested for physically obstructing a stabbing investigation at Club 69. Another male was arrested for terroristic threats. One victim was assaulted with a knife by an unknown individual. No weapon was recovered.

On 1/10/09, an officer saw a female outside of Club who had an outstanding arrest warrant. The woman was arrested.

Also on 1/10/09, a known gang member was referred to the county attorney for a felony assault for striking another subject with a plastic pitcher of beer inside Club 69.

Also on 1/10/09, three males were refused entrance into the bar. As one of them was leaving, he told the bouncer that he was coming back with a Glock.

On 1/16/09, a male and female were fighting inside the bar. The female was arrested.

On 2/22/09, five people were arrested following a disturbance at Club 69. Three were arrested for fighting in front of the officers, and two were arrested for failing to obey the officers' orders.

On 3/7/09, a female reported that her boyfriend had assaulted her inside Club 69. The male was referred to the county attorney for the assault.

On 3/8/09, several subjects were arrested stemming from an incident at Club 69. Subjects involved in the disturbance failed to disperse when ordered by Police. Three people were arrested and one was cited for the following charges: Obstructing a Police Officer (x 3), Resisting Arrest, Assault on a Police Officer, Possession of Marijuana < 1oz, Possession of Drug Paraphernalia, Terroristic Threats, and Failing to Disperse. **Nickie Kallos was interviewed and said that one of the suspects had threatened him with a knife. Kallos clarified that he had actually seen the knife during the threat. He later changed his story and said he didn't see the knife, he was just told the knife was involved. He changed his story yet a third time and said that he was actually never threatened at all.**

On 4/12/09, Officers were standing outside of Club 69 monitoring the crowd when a female came out of the bar shouting there was a fight going on inside. As an officer approached the front door, several males came falling out of the door. There was a lot of pushing and shoving going on. One male was arrested for assault. One of the Club 69 bouncers was referred to the county attorney for assaulting a customer.

On 6/7/09, officers got called to Club 69 regarding an unconscious, bleeding male who was lying on the ground in front of the bar. One witness saw the male get punched by another male. She and another witness then saw one of the Club 69 bouncers kick the male on the ground and tell him to get up. He bent over an attempted to pick the man up. When the man didn't move, the bouncer left.



*Working Together for a
Better Tomorrow. Today*

On 6/13/09, an officer documented her contact with Nickie Kallos at closing time at Club 69. She wrote the following, "While dispersing the bar crowd at Club 69, the owner, Nick Kallos approached officers, being very belligerent. Kallos was yelling that the officers are liars and something about the liquor commission. Kallos appeared to be intoxicated. He wasn't steady on his feet and he was having a difficult time keeping his eyes focused on the officers present. Kallos' eyes were barely open. Kallos was told to go back into the bar. He did so, but continued to yell at officers.

On 6/21/09, an officer documented what he thought was excessive force by the bouncers at Club 69. He gave the following account: While performing an Agency Assist outside Club 69, Nikki Kallos came outside and advised there was a disturbance inside the bar. When I walked into the bar I observed two bouncers dragging a male subject on the floor inside the bar. The force used appeared to be in excess of what was needed since the subject was not fighting back or struggling in any way other than trying to get up and walk on his own and in one bouncer's words, the man was "just inside the bar when he is not supposed to be." I advised the bouncer that he did not need to use the force used. The male subject was advised to leave the bar and not return.

Also on 6/21/09, an ambulance was attending to a patient in front of Club 69. The ambulance was parked in the street blocking the westbound lane. A pickup and pedestrian were stopped blocking traffic in the eastbound lane. An officer told them to move. They moved a little bit and then went back to impeding traffic. One male was cited and the other one was referred for impeding traffic.

On 7/18/09, an officer observed a couple of men fighting in the street in front of Club 69. The officer eventually learned that one of the men had assaulted a different man inside the bar and chipped his tooth. The suspect had also threatened Nickie Kallos with a pool cue, according to the bouncer. The suspect was arrested for assault for chipping the one man's tooth.

In conclusion, Club 69 keeps the Grand Island Police Department very busy. As of 7/20/09, I located 315 calls for service at Club 69 with the first documented call occurring on 12/19/06. There were several calls to Club 69 that were not documented (but included in the numeric total) in this report because the people involved couldn't be located, the event couldn't be directly related or attributed to Club 69, or the officer didn't do a report. Of the 315 calls, only 25 were routine, police-initiated bar checks.

I checked on some other bars in the area of Club 69 and documented their liquor license issue date and the number of law enforcement calls from that date until the present time. I chose the Las Vegas Bar and Grill which is located at 316 E. 2nd, The Upper Deck which is located at 2110 W. 2nd, The Chicken Coop which is located at 120 E. 3rd, and Slugger's Sports Bar which is located at 707 W. Anna.

The Las Vegas Bar and Grill had their license issued on 9/5/06. Since then, the Grand Island Police Department has had 93 calls there. Seven of those were bar checks.

The Upper Deck has had a liquor license since November 2001. They changed ownership in 2005. Since the original license was issued, the Grand Island Police Department has received a total of 107 calls. Two of those were bar checks.

The Chicken Coop was issued a liquor license on 2/2/04. The Grand Island Police Department has a total of 49 calls there. None of the those calls were bar checks.



*Working Together for a
Better Tomorrow. Today*

Sluggers received a liquor license on 1/3/2000. Since then, the Grand Island Police Department has documented only 10 calls for service.

I believe this report not only details the frequency and nature of the activities that law enforcement encounters at Club 69, but it also shows some examples of the attitude and **lack of cooperation** from the owner and his **inability to manage and control the premises**. Considering the number of bars in Grand Island and the **many options available for citizens to choose from**, the activity occurring at Club 69 **is not consistent with the public interest**. Club 69 accounts for a disproportionate amount of time, manpower, and **resources spent there by law enforcement** when officers could be working proactively to prevent other crimes that plague our community.

Sincerely,

Sgt. Dave Vitera

RESOLUTION 2009-205

WHEREAS, Club 69 is located at 106 East 3rd Street and has obtained a Class “C” Liquor License No. “C-70885” on May 17, 2006 which will expire on October 31, 2009; and

WHEREAS, the Nebraska Liquor Control Act 53-135. Retail licenses; automatic renewal; conditions; licensed premises within annexed area; effect. States in part: “The commission may at any time require a licensee to submit an application, and the commission shall at any time require a licensee to submit an application if requested in writing to do so by the local governing body”; and

WHEREAS, Police records report the Police Department has responded to 295 calls for service at this location since November 23, 2006, many of these calls involving disturbances, intoxicated person, violence, and assaults requiring multiple officers to respond, and

WHEREAS: the owner, Mr. Nickie Kallos being argumentative and confrontational with officers responding to calls at Club 69 has demonstrated he is not fit, willing or able to properly provide the service proposed within the city.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a written request be sent to the Nebraska Liquor Control Commission requiring the owner of Club 69 liquor license to make application for a new license for the following reasons:

1. The owner, Mr. Kallos, has not demonstrated that he is fit, willing and able to properly provide the service proposed within the City.
2. The owner, Mr. Kallos has not demonstrated the type of management and control in owning the licensed premise to be sufficient to insure that the licensed business conforms to the provisions and requirements of the license.
3. There are multiple on sale liquor establishments in Grand Island of which none demand the level of law enforcement services that Club 69 requires. Club 69 requires the use of additional law enforcement resources because of high calls for service and crimes generated from the liquor license.
4. The Grand Island Police Department frequently lacks adequate resources to police Club 69 and respond to the calls for service and crimes generated by the liquor license.
5. The Club 69 liquor license is not consistent with the public interest.

- - -

Approved as to Form	☐ _____
August 21, 2009	☐ City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, August 25, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 25, 2009

Council Session

Item J1

Approving Payment of Claims for the Period of August 12, 2009 through August 25, 2009

The Claims for the period of August 12, 2009 through August 25, 2009 for a total amount of \$4,625,276.40. A MOTION is in order.

Staff Contact: Mary Lou Brown



City of Grand Island

Tuesday, August 25, 2009

Council Session

Item -1

**#2009-206 - Discussion Concerning Settlement of Demolition Costs
for Merrick County Case No. CI 08-40**

Staff Contact: Dale Shotkoski

Council Agenda Memo

From: Wesley D. Nespor, Legal Department

Meeting: August 25, 2009

Subject: Authorize Settlement of Demolition Costs

Item #'s: SP-1

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

Background

The City demolished a structure in the two-mile extra territory jurisdiction pursuant to a court order in case No. CI 08-40 in Merrick County District Court. A lien was granted in the real estate for the demolition costs. The matter is still in controversy.

Discussion

The City Council has authority to resolve disputes and settle claims of this nature. After discussing the matter in executive session, a resolution would be needed if Council wishes to settle the matter and authorize the legal department to file a satisfaction of lien upon receipt of the funds.

Alternatives

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

1. Move to executive session to discuss litigation and to accept or reject settlement after returning to open session.
2. Take no action.
3. Postpone the issue to future date

Recommendation

City Administration recommends that the Council discuss the matter in executive session and take such action as the Council deems appropriate in open session.

Sample Motion

1. Move to meet in executive session for the purpose of discussing pending litigation and potential settlement in Case No. CI 08-40 in Merrick County District Court.
2. After returning to regular session: move to accept settlement in Case No. CI 08-40 in Merrick County District Court and authorizing the legal department to file a satisfaction of lien upon receipt of funds.

or

3. After returning to regular session: move to reject settlement in Case No. CI 08-40 in Merrick County District Court.

RESOLUTION 2009-206 (A)

WHEREAS, the City Council has authority to settle disputes and claims;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to accept the offer to settle the judgment lien against Lot 5, Block 3, Schwarz Subdivision in Section 7, Township 11 North, Range 8 West of the 6th P.M. in Merrick County, Nebraska and to authorize the City Attorney to file a satisfaction of judgment upon receipt of the funds.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 25, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

RESOLUTION 2009-206 (B)

WHEREAS, the City Council has authority to settle disputes and claims;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to reject the offer to settle the judgment lien against Lot 5, Block 3, Schwarz Subdivision in Section 7, Township 11 North, Range 8 West of the 6th P.M. in Merrick County, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 25, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 25, 2009

Council Session

Item X1

Review of Proposed 2009/2010 City Single Budget and Community Redevelopment Authority (CRA) Budget

The Mayor and City Council will continue to review the 2009/2010 City Single Budget along with the Community Redevelopment Authority (CRA) budget. A public hearing was held on August 18, 2009 for the public to comment on these budgets. The Mayor and Council continued discussions on the budgets on August 19 & 20, 2009. Final changes to the budgets need to be made by August 26, 2009 so the Council can approve the final budget at their September 8, 2009 City Council meeting.

Staff Contact: Jeff Pederson