

---

# City of Grand Island



**Tuesday, March 07, 2006**  
**Special/Council Session Packet**

---

**City Council:**

**Carole Cornelius**  
**Peg Gilbert**  
**Joyce Haase**  
**Margaret Hornady**  
**Robert Meyer**  
**Mitchell Nickerson**  
**Don Pauly**  
**Jackie Pielstick**  
**Scott Walker**  
**Fred Whitesides**

**Mayor:**

**Jay Vavricek**

**City Administrator:**

**Gary Greer**

**City Clerk:**

**RaNae Edwards**

---

**5:30:00 PM**  
**Council Chambers - City Hall**  
**100 East First Street**

## **Call to Order**

**Invocation - Evangelist Gary Bennett, Stolley Park Church of Christ, 2822 West Stolley Park Road**

**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, March 07, 2006**

**Special/Council Session**

## **Item -1**

**SPECIAL JOINT MEETING WITH HALL COUNTY BOARD  
OF SUPERVISORS - Public Safety Facility Review**

**Staff Contact: Steve Lamken**

# **Council Agenda Memo**

**From:** Gary D. Greer, City Administrator

**Meeting:** City/County Special Meeting, March 7<sup>th</sup>, 2006

**Subject:** Public Safety Center

**Item #'s:** 1

**Presenter(s):** Steve Lamken, Police Chief  
Jerry Watson, Sheriff  
Doug Walker, City Attorney  
Steven Riehle, Public Works Director

## **Background**

The City voters passed a ½ percent sales tax for the purpose of financing capital improvements in 2004. One of the identified capital improvement projects for the sales tax is a Public Safety Center for the Police and Sheriff's Departments. Since the tax was passed the City and County, through the Law Enforcement Facility Committee, has been involved in the planning and design process for the new facility. The County has generously donated the land for the center. At this time, the design has been completed and bids are being taken for the construction of the state of the art building.

Last November, Hall County voters also approved bonds for the construction of a new Jail to be developed on the same site as the Public Safety Center. This allowed an opportunity to jointly develop the two facilities and create economies for both the City and County.

It is prudent to move forward with an inter-local agreement to set out the arrangement between the City and County for joint use of the proposed facility. Additionally, it is appropriate to move forward with the needed infrastructure to allow for development activities. The City and County have planned the joint meeting to allow for joint discussion on the inter-local agreement and infrastructure plan.

## **Discussion**

Attached is the negotiated inter-local agreement as prepared by the City and County Attorney's offices. This agreement has been shared with the County Building Committee

and City Administration as it was being developed. The City Attorney will be on hand to discuss the agreement and answer any questions concerning its construction.

Additionally, documents are attached concerning the shared infrastructure cost for the two facilities. The design of the road, storm sewer, water and sewer for the entire site was completed to maximize joint use and drive the costs down for both the City and County. Working together has resulted in less cost for both entities. Steve Riehle, Public Works Director will be on hand to answer any questions about the process of comprehensively designing the infrastructure or any other questions concerning the project.

### **Recommendation**

It is recommended that the City Council and the County Board review the information presented and ask any questions needed to clarify the inter-local agreement and the infrastructure plan. After discussing the issue it is requested that the City Council and County Board pass a resolution approving these items at a meeting in the near future. The City is planning on putting these items before the City Council on March 28<sup>th</sup>, 2006.

**INTERLOCAL AGREEMENT  
FOR  
THE CO-LOCATED CITY/COUNTY PUBLIC SAFETY CENTER  
BY AND BETWEEN THE  
COUNTY OF HALL AND THE CITY OF GRAND ISLAND**

WHEREAS, it is in the best interest of Hall County, Nebraska, hereinafter referred to as “Hall County” or “County” to participate in a joint law enforcement center with the City of Grand Island, Nebraska, hereinafter referred to as “City” or “Grand Island”; and

WHEREAS, it is in the best interest of Grand Island to participate in a joint law enforcement center with the County; and

WHEREAS, the County and the City wish to enter into such an agreement pursuant to the terms of the Interlocal Cooperation Act, Neb. Rev. Stat., §13-801 through §13-827, as authorized under the laws of the State of Nebraska; and

WHEREAS, the Hall County Board of Supervisors has reviewed this agreement and has passed a resolution approving the same and authorizing the chairman thereof to execute this agreement; and

WHEREAS, the Grand Island City Council has reviewed this agreement and passed a resolution approving the same and authorizing the Mayor of the City to execute this agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, each of the parties hereby intend to be bound by this document and agrees as follows:

**I.  
GENERAL TERMS**

- A. **Term of Agreement.** The term of this agreement shall be perpetual, unless terminated as provided in this document hereafter.
- B. **Purpose of Agreement.** The purpose of this agreement is to provide the terms for the shared use of a public safety center building. The City of Grand Island shall construct a joint law enforcement facility which shall be occupied by members of the Hall County Sheriff’s Office and the Grand Island Police Department. The County and City hereby agree that law enforcement information management services and law enforcement property and evidence services shall be provided for both agencies in a combined manner as set forth in Interlocal Agreements between the parties hereto.

**II.  
LAW ENFORCEMENT CO-LOCATION COMMITTEE**

- A. **Establishment of Committee.** Combined services will be regulated by a board to be known as Law Enforcement Co-Location Committee (hereinafter referred to as “Committee”), which shall be responsible for advising the cooperative undertaking of the combined services. The Committee shall consist of six (6) members, one from the Hall County Board of Supervisors, one from the City Council of Grand Island, the Hall

County Sheriff (hereinafter referred to as “Sheriff”), the Grand Island Chief of Police (hereinafter referred to as “Chief”) and one citizen at large to be appointed by the Mayor of Grand Island and one citizen at large appointed by the Chairman of the Hall County Board of Supervisors.

- B. **Committee Responsibilities.** The Committee shall be advisory in nature and shall have the responsibility to make recommendations to the governing bodies of the City and County regarding policies for the use of the shared facility.
- C. **Legal Entity.** There shall be no separate legal entity formed to conduct this cooperative undertaking.

### III.

#### LAW ENFORCEMENT INFORMATION MANAGEMENT SYSTEM

- A. **Administration.** Hall County shall be responsible for the administration of combined law enforcement information management systems for the Hall County Sheriff’s Office and the Grand Island Police Department.
- B. **Interlocal Agreement.** The duties and responsibility of Hall County to provide law enforcement information management systems shall be in accordance with the Interlocal Agreement signed on August 6, 2001, or as hereinafter revised or amended from time to time, between Hall County and the City of Grand Island as attached hereto and incorporated herein by reference as Exhibit “1”.

### IV.

#### LAW ENFORCEMENT EVIDENCE AND PROPERTY SERVICES

- A. **Administration.** The City of Grand Island shall be responsible for administration of combined law enforcement evidence and property services.
- B. **Interlocal Agreement.** The duties and responsibilities of the City of Grand Island shall include, but not be limited to the provisions of an Interlocal Agreement to be signed at a later date.

### V.

#### FACILITY USE AGREEMENT

- A. **Conveyance of Real Estate.** The City of Grand Island and Hall County agree to locate law enforcement operations in a public safety center building to be located on a tract of land currently owned by the County and which shall be conveyed to the City on East Highway 30 as describe in Exhibit “3” as attached to this agreement and incorporated herein by reference. This real estate shall be conveyed to the City of Grand Island for One Dollar (\$1.00) and in consideration of the benefits granted to the County for the use of the facility as set forth in this agreement which provides for the City to make space available for the Hall County Sheriff’s Department. The real estate shall be conveyed by the County prior to the City beginning construction of the public safety center building. The County agrees that its Board of Supervisors shall pass all necessary resolutions and

take any other action required by Nebraska Statutes to legally transfer this real estate to the City by warranty deed, conveying a marketable fee simple title free and clear of liens and encumbrances. City shall obtain and pay for title insurance prior to accepting this real estate to verify that it is receiving a marketable title.

- B. **Surveying.** Grand Island shall retain and pay for a surveyor to survey the real estate that it is to receive from Hall County for the Public Safety Center. Grand Island's employees and contractors shall have access to this property for surveying and performing soil tests to determine that the land is suitable to use for constructing a public safety center building.
- C. **Construction of Building.** The City of Grand Island hereby agrees to construct a building of approximately 44,700 square feet to be used as a law enforcement public safety center on the land conveyed to the City of Grand Island as set forth in V(A) above. The City of Grand Island will finance and pay for this facility.
- D. **Ownership of Building.** The City of Grand Island shall be the owner of the public safety center building and in the event that this agreement is terminated pursuant to the terms of paragraph VIII(A), Hall County shall not have any right, title or interest in the real estate.
- E. **Furnishings.** The City of Grand Island shall provide the Hall County Sheriff's Office furnished office and work space to include, but not necessarily be limited to administration, supervision, civil process, crime prevention, education and investigation services. Furnishings shall be defined as items such as desks, chairs, tables, filing cabinets, bookcases, and systems furnishings. Existing furnishings moved to the new facility shall continue to be owned by that agency. New furnishings purchased by the City for the facility shall be owned by the City.
- F. **Equipment.** Equipment shall be defined as electronic, information technology, or other office equipment such as computers, printers, typewriters, cash registers, etc. Equipment shall be owned by the individual agency and be the responsibility of the individual agency except for jointly used equipment such as photocopiers. The City shall be responsible for providing and paying for the operations of joint use equipment including purchase and or lease, supplies, maintenance and paper. The County shall pay thirty percent (30%) of the costs for the operations of joint use equipment. The City shall bill the County on a quarterly basis for the cost of joint use equipment.
- G. **Telephone Equipment.** The City shall provide equipment and telephone lines in the facility to provide telephone and voice mail services to both agencies. This equipment shall be maintained and replaced with funds from the annual renovation and replacement reserve fees. The County shall pay thirty percent (30%) of the regular reoccurring telephone billing costs for lines and services. Each agency shall be responsible for their individual long distance service charges. This agreement does not cover cellular, mobile, or other phone services that are not provided through transmission lines into the facility.
- H. **Shared Facility Video and A/V Equipment.** The City shall be responsible for providing video and A/V equipment in the common use rooms of the facility. These rooms shall include the conference rooms, briefing room, lounge, physical fitness room, and the multipurpose/training rooms. The equipment for these rooms shall be maintained and replaced with funds from the Annual Renovation and Replacement Fees in V(J) of this



agreement and any additional monies needed to maintain and replace this equipment shall be paid by the City.

- I. **Common Areas/Shared Space.** The City of Grand Island shall further provide the Hall County Sheriff with the use of other space in the facility on a shared use basis between the Hall County Sheriff's Office and the Grand Island Police Department. Shared space shall be used in a cooperative manner. Shared space shall include but not necessarily be limited to lockers, lounge and break area, briefing, training, report preparation, interview and interrogations, storage, evidence and property, exercise and physical fitness, conference and meeting rooms, restrooms, lobby and hallways, garage and parking.
- J. **Annual Renovation and Replacement Reserve Fee.** The County and the City shall each pay an annual fee of Twenty Five Thousand Dollars (\$25,000.00) Which shall be due on October 1, 2006 and on October 1<sup>st</sup> of each year thereafter into a Renovation and Replacement Reserve Fund. The annual payment shall be reduced by an equal amount for both the County and the City if said payment causes the reserve fund to exceed Five Hundred Thousand Dollars (\$500,000). This fund shall be used by the City for equipment, furnishings and renovation to the law enforcement facility building. Any fees in the Renovation and Reserve Fund upon the termination of this agreement shall be retained by the City of Grand Island.
- K. **Adjustment of Annual Fee.** The annual fee as set forth in V(J) above may be adjusted by the City of Grand Island on an annual basis if approved by the law enforcement co-location committee. The City shall be allowed to adjust the annual renovation and replacement reserve fee by increments of not to exceed 10%. Grand Island shall notify Hall County in writing by August 1<sup>st</sup> of each year of any changes in the annual renovation and replacement reserve fee for the next year. The City shall provide information pertaining to the reasons for any adjustment in the fee.
- L. **Maintenance and Operational Expenses.** The City of Grand Island shall be responsible for the maintenance of the law enforcement center building. Grand Island shall provide the Hall County Sheriff building maintenance, including maintenance of the structure and all systems of the building, housekeeping, remodeling and Utilities, excluding long distance telephone services. Maintenance and operation expenses shall be divided with the City paying 70% of these expenses and the County paying 30%. The projected operating budget for the first fiscal for the county's 30% share is estimated to be \$58,000.00.
- M. **Quarterly Operating Expense Statement and Requirements for Payment.** Grand Island shall provide the County with costs of maintenance and operation of combined services as set forth in V(L) above, on a quarterly basis. Hall County agrees to make payments to Grand Island on a quarterly basis. The first quarter shall begin on the first day of October. Each quarter shall consist of three calendar months in length based upon the first quarters beginning date. The initial payment for combined services shall be based upon that portion of any quarter in which the combined service begins to be provided. Payments will be made for the first three quarters based upon the budgeted amount for the first fiscal year of \$58,000, which will be \$14,500 for each of the first three quarters; the fourth quarter payment will be adjusted based upon actual expenditures for that fiscal year. Payments shall be made by the County to the City within forty-five (45) days of the completion of any quarter.

- N. **Adjustment of Cost Sharing.** The City of Grand Island or Hall County may initiate a review and adjustment of the percentages and costs of combined services as set forth in paragraph V(L) above. The initial term of this agreement shall be in effect for the two (2) fiscal years after the beginning of combined service before a review and adjustment may be made. The City or the County may initiate a review and adjustment every two (2) years thereafter. A review and adjustment must be made and completed by June 1 of the year preceding completion of the above two year period.

## VI. ACCESS AND DRIVEWAY

- A. **Private Driveway Construction and Acknowledgement of Easement.** A private driveway and ancillary storm sewer infrastructure will be constructed from the south side of U.S. Highway 30 into the Luzenac Fourth Subdivision of the City of Grand Island. This driveway will be located on an Ingress and Egress Easement shown on the plat for the Luzenac Fourth Subdivision in the City of Grand Island, Nebraska, as filed October 14, 2005. The City and the County each acknowledge that this Ingress and Egress Easement as shown on the plat is partially on Lot One (1), Luzenac Fourth Subdivision which will be conveyed by the County to the City; and that a portion of this Ingress and Egress Easement is on Lot Two (2), Luzenac Fourth Subdivision which is owned by the County. City and County each accept and acknowledge this easement as a valid perpetual Ingress and Egress Easement to provide access to their respective properties.
- B. **Cost Sharing for Driveway Construction.** The private driveway to be constructed on the Ingress and Egress Easement referenced in paragraph VI(A) above will provide equal access to the City and County properties in Luzenac Fourth Subdivision in the City of Grand Island, Nebraska. The City and County hereby agree to share equally the expense of installing water and sanitary sewer mains, the concrete road, curb, gutter and storm sewer that serves the driveway, as well as all ancillary expenses of connecting the driveway to U.S. Highway 30, including, but not limited to, the cost of any traffic light or other traffic control measures. Said driveway and infrastructure shall be engineered to specifications established by the City of Grand Island Public Works Department.

## VII. DUPLICATION OF COMBINED SERVICES PROHIBITED

There shall be no duplication of combined services as set forth in this agreement by any party subject to this Interlocal Agreement.

## VIII. TERMINATION

- A. **Notice of Termination.** Hall County or the City of Grand Island may terminate this agreement effective on the 1<sup>st</sup> day of October in any year after 2011; provided however, written notice of such termination must be delivered to the other party not less than three hundred sixty (360) days before said termination is to become effective.

- B. **Property Ownership.** There shall be no jointly held property acquired pursuant to this agreement. Any property in this facility shall be held by the acquiring party and shall belong to said party upon termination of this agreement.

PASSED and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Attest:

HALL COUNTY BOARD OF SUPERVISORS,

\_\_\_\_\_  
Marla Conley, County Clerk

By: \_\_\_\_\_  
James M. Eriksen, Chairman

PASSED and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Attest:

CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,

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

By: \_\_\_\_\_  
Jay Vavricek, Mayor

## **Civil Infrastructure Costs to Public Safety Center / Hall County Jail Complex**

	<b><u>Public Safety Center</u></b>	<b><u>Jail</u></b>	<b><u>TOTAL</u></b>
Driveway and Storm Sewer	\$ 201,301	\$147,276	\$348,577
Traffic Signal	\$ 52,236	\$ 52,236	\$104,472
Watermain	\$ 70,314	\$ 70,314	\$140,628
Sanitary Sewer Main	\$ 83,250	\$ 83,249	\$166,499

The Public Safety Center/Hall County Jail Complex is located on the south side of U.S. Highway 30 between the elevated Burlington Northern Santa Fe Railroad tracks and the Union Pacific Railroad spur. The land is subdivided as Luzenac Fourth Subdivision. Lot #1, (6.934 acres), is to the east and will be the site of the Public Safety Center housing the Grand Island Police and Hall County Sheriff Departments. Lot #2, (18.357 acres), is generally to the west and south and will house the Hall County Jail.

The Engineering Division of the Public Works Department is coordinating the installation of the Civil Infrastructure to serve the complex.

### **Shared Driveway**

An 8" Portland Cement Concrete curb and gutter driveway will be built along the lot lines between the two facilities. The driveway will be 41' wide at the intersection with U.S. Highway 30 to allow for one southbound lane and two northbound lanes (one for left turning vehicles and one for right turning vehicles). The driveway will transition to 37' wide at the first driveways to the parking lots at approximately 160' south of U.S. Highway 30. The driveway will be approximately 640' long.

### **Storm Sewer**

Some of the storm sewer for the Hall County Jail parking lot drains into the storm sewer for the shared driveway. The storm sewer for the jail will be built by the contractor for the jail. Since the storm sewer for the shared driveway drains through the Public Safety Center parking lot, the storm sewer for the Public Safety Center will be constructed with the Civil Infrastructure Projects. The costs for the storm sewer serving the Public Safety Center parking lot will be charged to the Public Safety Center.

### **Sanitary Sewer Main**

Public sanitary sewer is located at the southeast corner of the subdivision. To avoid constructing long and parallel sewer services, a 10" public main is being extended to serve the buildings. The project will extend private sanitary services to 30' from the centerline of the driveway.

### **Watermain**

A public water main will be built along the east side of the shared driveway. The main will be looped to tie into an existing main on Talc Drive to provide adequate fire flow. The project will install a tee and a valve off the main for private services to the buildings.

# PUBLIC SAFETY CENTER / HALL COUNTY JAIL

## DRIVEWAY AND STORM SEWER ESTIMATE

Item	Description	Bid Price	Unit	Police Facility		Both Facilities		Total
				Share	Cost	Shared Cost	Cost	
				Quantity		Quantity		
1	Remove & Replace PCC Ditch Liner	\$5,000.00	ls	0	\$-	1	\$5,000.00	\$5,000.00
2	24" Flared End Section	\$550.00	ea	0	\$-	1	\$550.00	\$550.00
3	24" RCP Cls. III	\$40.00	lf	0	\$-	1045.35	\$41,814.00	\$41,814.00
4	18" RCP Cls. IV	\$36.00	lf	0	\$-	246.17	\$8,862.12	\$8,862.12
5	15" RCP Cls. IV	\$31.00	lf	0	\$-	258.75	\$8,021.25	\$8,021.25
6	12" RCP Cls. IV	\$25.00	lf	828.28	\$20,707.00	38	\$950.00	\$21,657.00
7	Std. Junction Box	\$3,000.00	ea	0	\$-	2	\$6,000.00	\$6,000.00
8	Type "D" Modified Inlet	\$2,000.00	ea	11	\$22,000.00	7	\$14,000.00	\$36,000.00
9	18" CM Culvert Pipe	\$25.00	lf	0	\$-	26.5	\$662.50	\$662.50
10	Remove Existing Culvert	\$10.00	sy	0	\$-	24	\$240.00	\$240.00
11	Rem., Salvage, & Reinstall 18" CM FES	\$150.00	ea	0	\$-	2	\$300.00	\$300.00
12	Sawcut & Remove Concrete Median	\$10.00	sy	0	\$-	316.2	\$3,162.00	\$3,162.00
13	Sawcut & Remove Concrete Surfacing	\$10.00	sy	0	\$-	380.3	\$3,803.00	\$3,803.00
14	Sawcut & Remove Concrete Sidewalk	\$0.60	sf	0	\$-	496.2	\$297.72	\$297.72
15	10" Portland Cement Concrete Surfacing	\$42.00	sy	0	\$-	316.2	\$13,280.40	\$13,280.40
16	8" Portland Cement Concrete Surfacing	\$37.00	sy	0	\$-	2836.4	\$104,946.80	\$104,946.80
17	6" Portland Cement Concrete Surfacing	\$33.00	sy	0	\$-	472.8	\$15,602.40	\$15,602.40
18	6" Portland Cement Concrete Integral Curb	\$2.00	lf	0	\$-	1384	\$2,768.00	\$2,768.00
19	4" Portland Cement Concrete For Median	\$27.00	sy	0	\$-	11.6	\$313.20	\$313.20
20	4" Portland Cement Concrete Sidewalk	\$3.75	sf	0	\$-	393.3	\$1,474.88	\$1,474.88
21	4" x 60' Conduit with caps	\$200.00	ea	0	\$-	4	\$800.00	\$800.00
Estimated Construction Cost					\$42,707.00		\$232,848.27	\$275,555.27
Contingencies-15 %					\$6,406.05		\$34,927.24	\$41,333.29
Sub-Total					\$49,113.05		\$267,775.50	\$316,888.55
Engineering-10%					\$4,911.31		\$26,777.55	\$31,688.86
Total Estimated Project Cost					\$54,024.35		<b>\$294,553.06</b>	\$348,577.41
Estimated County Jail Share (50% of the above <b>\$294,553.06</b> )							<b>\$147,276.53</b>	
Estimated Public Safety Center Share (\$54,024.35 is for Storm Sewer for the PSC Parking Lot only)							<b>\$201,300.88</b>	

**PUBLIC SAFETY CENTER / HALL COUNTY JAIL**

**TRAFFIC SIGNAL ESTIMATE**

ITEM	DESCRIPTION	ESTIMATED UNIT PRICE	ESTIMATED QUANTITY	UNIT	TOTAL ESTIMATED PRICE
	1 Controller	\$13,000.00		1 EA	\$13,000.00
	2 Combo Mast Arm Signal Pole	\$8,300.00		3 EA	\$24,900.00
	3 Signal Heads	\$1,300.00		8 EA	\$10,400.00
	4 Ped Heads	\$700.00		6 EA	\$4,200.00
	5 Push Buttons	\$160.00		6 EA	\$960.00
	6 Video Detection	\$5,900.00		3 EA	\$17,700.00
	7 Pull Boxes	\$550.00		6 EA	\$3,300.00
	8 Conduit in Trench	\$7.00		190 FT	\$1,330.00
	9 Conduit - Jacked	\$17.00		310 FT	\$5,270.00
	10 Signal Cable	\$6,000.00		1 LS	\$6,000.00
				SUBTOTAL	\$87,060.00
	10 % Contingency				\$8,706.00
	10 % Engineering & Administration				\$8,706.00
				GRAND TOTAL	\$104,472.00

Safety Center - Hall Co Jail  
 10" Water Main - Preliminary Estimate

2/16/2006

<b>E HWY 30 - ADD FIRE HYDRANT</b>	<b>QUANTITY EST</b>		<b>EST UNIT \$</b>	<b>TOTAL EST \$</b>
10"x10"x6" Tapping Sleeve	1.0	EA	2,000.00	2,000.00
6" D I Pipe (sj)	10.0	LF	17.00	170.00
6" RS Tapping Valve	1.0	EA	800.00	800.00
6"x90° Ell	1.0	EA	150.00	150.00
Valve Box	1.0	EA	200.00	200.00
Fire Hydrant	1.0	EA	2,000.00	2,000.00
Thrust Block	3.0	EA	200.00	600.00
				<u>\$5,920.00</u>
<b>10" LOOPED MAIN</b>	<b>QUANTITY EST</b>		<b>EST UNIT \$</b>	<b>TOTAL EST \$</b>
10" D I Pipe (sj)	1,295.0	LF	32.00	41,440.00
10" x 10" x10" Tapping Sleeve	2.0	EA	3,000.00	6,000.00
10" x 10" x10" Tee mj)	2.0	EA	900.00	1,800.00
10" x 10" x 6" Tee (mj)	6.0	EA	600.00	3,600.00
10" RS Tapping Valve	2.0	EA	1,300.00	2,600.00
10" RS Gate Valve	1.0	EA	2,500.00	2,500.00
10" x 22.5° Ell (mj)	1.0	EA	500.00	500.00
10" Plug	1.0	EA	150.00	150.00
6" D I Pipe (sj)	155.0	LF	17.00	2,635.00
Valve Box	3.0	EA	200.00	600.00
Fire Hydrant Assembly - Complete	6.0	EA	3,500.00	21,000.00
8 Mil Polyethylene	1,355.00	LF	1.00	1,355.00
Thrust Block	11.0	EA	200.00	2,200.00
Remove & Replace Roadway	13.7	SY	75.00	1,027.50
Seeding	0.2	AC	2,000.00	400.00
20" Dia x .38" Casing	65.0	LF	200.00	13,000.00
				<u>\$100,807.50</u>
10" x 6" Service Connection for PSC	1.0	ea	2,000.00	2,000.00
10" x 6" Service Connection for HCJ	1.0	ea	2,000.00	2,000.00
				<u>\$4,000.00</u>
Easement				100.00
Rail Road Permit / Fees / Insurance				5,000.00
10% Contingency				12,000.00
10% Engineering & Administration				12,800.00
TOTAL PROJECT ESTIMATE				<u>\$140,627.50</u>

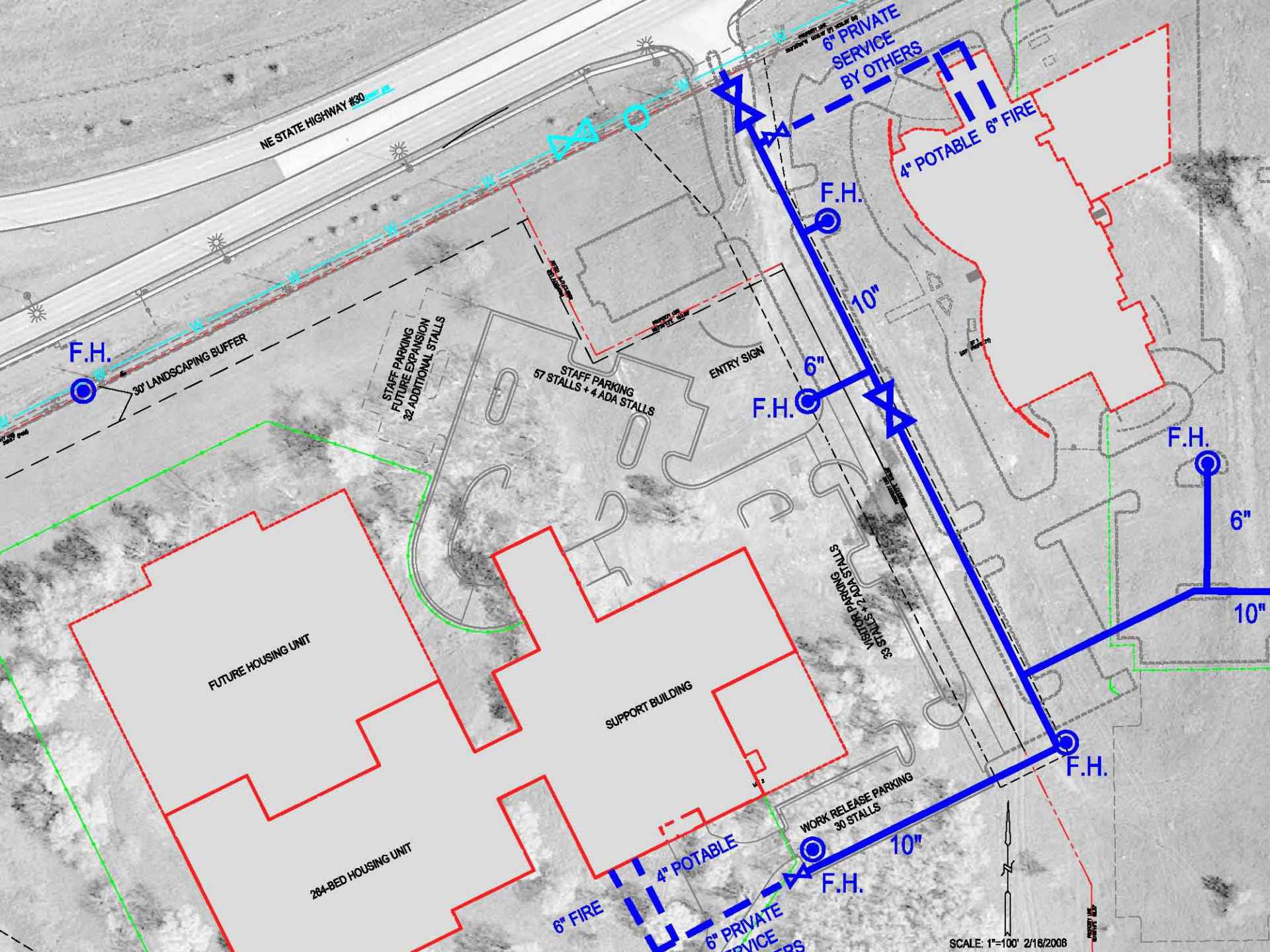
Estimate Does NOT include service lines to Safety Center nor Hall Co Jail

**PUBLIC SAFETY CENTER / HALL COUNTY JAIL**

**SANITARY SEWER SERVICE**

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>ESTIMATED UNIT PRICE</u></b>	<b><u>ESTIMATED QUANTITY</u></b>	<b><u>UNIT</u></b>	<b><u>TOTAL ESTIMATED PRICE</u></b>
<b>1</b>	Construct 10" PVC Sanitary Sewer	\$26.75	1700	l.f	\$45,475.00
<b>2</b>	Construct STD 4' Diameter Manhole	\$2,335.00	5	EA	\$11,675.00
<b>3</b>	Construct Manhole Extra Depth	\$215.00	30	v.f.	\$6,450.00
<b>4</b>	Construct Service per Std. Plan 132A	\$815.00	2	EA	\$1,630.00
<b>5</b>	Dry Bore & Install 18" Tunnel Liner	\$275.00	100	l.f.	\$27,500.00
<b>6</b>	Tree Removal	\$2,740.00	1	LS	\$2,740.00
<b>7</b>	De-Watering	\$25.00	1700	ft	\$42,500.00
<b>SUBTOTAL</b>					<b>\$137,970.00</b>
10 % Contingency					\$13,797.00
10 % Engineering & Administration					\$13,797.00
<b><u>OTHER COSTS</u></b>					
	T.V. Inspection	\$0.55	1700	l.f.	\$935.00
<b>GRAND TOTAL</b>					<b>\$166,499.00</b>







# Sanitary Sewer to Serve Public Safety Center & Hall County Jail



US HWY 30

Burlington Northern

Jail Service

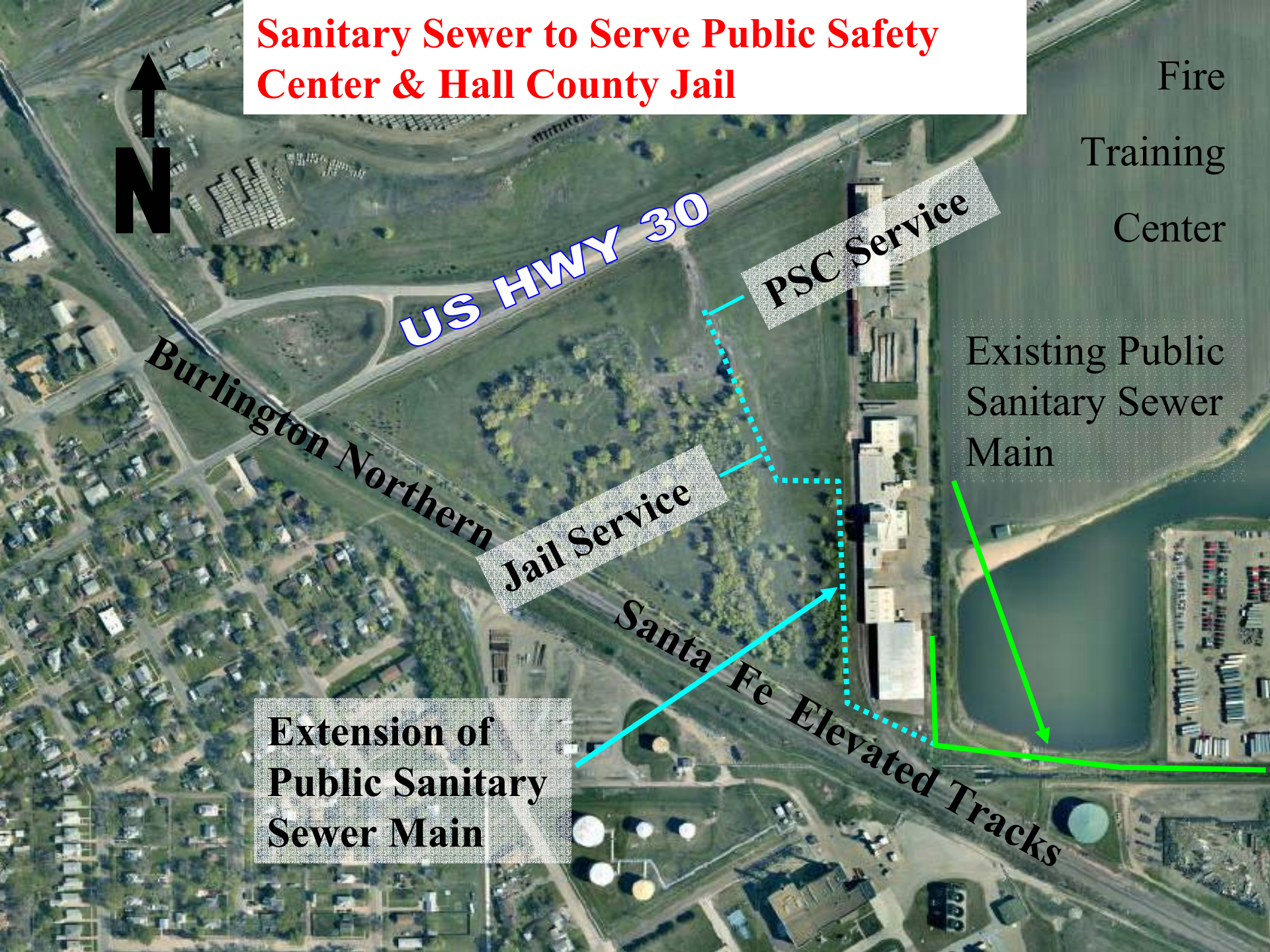
PSC Service

Santa Fe Elevated Tracks

Extension of  
Public Sanitary  
Sewer Main

Fire  
Training  
Center

Existing Public  
Sanitary Sewer  
Main





# City of Grand Island

Tuesday, March 07, 2006

Special/Council Session

## Item C1

### **Proclamation "Patient Safety Awareness Week" March 5-11, 2006**

*March 5th - 11th has been designated National Patient Safety Awareness Week. Observance of "Patient Safety Awareness Week" encourages patients to "Speak Up" about their healthcare. This year's theme is Patient Safety: "Our Patient-Our Partners, One Team, One Goal. St. Francis Medical Center recognizes that partnering with physicians, patients and the public will help to even further promote safety. The Mayor has proclaimed the week of March 5-11, 2006 as "Patient Safety Awareness Week". See attached PROCLAMATION.*

Staff Contact: Mayor Vavricek

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

PROCLAMATION

- WHEREAS, medical errors receive national attention in the media from time to time; and
- WHEREAS, the public has grown increasingly concerned about recent media reports of medical errors at some of the nation's major hospitals; and
- WHEREAS, the Patient Safety Program at St. Francis Medical Center involves all departments working together in promoting patient safety; and
- WHEREAS, St. Francis Medical Center recognizes that partnering with physicians, patients and the public will help to even further promote safety; and
- WHEREAS, "Patient Safety Awareness Week" gives hospitals a chance to educate the patients and families they serve about the steps they are taking to reduce medical errors and to prevent errors at their hospitals; and
- WHEREAS, hospitals are informing patients about what they can do to participate effectively in the delivery of health care.

NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the week of March 5-11, 2006 as

***"PATIENT SAFETY  
AWARENESS WEEK"***

in the City of Grand Island, and encourage all citizens to "speak up" about their healthcare.

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

---

Jay Vavricek, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, March 07, 2006

Special/Council Session

## Item C2

### Recognition of Class "A" State Wrestling Winners

*The Mayor and City Council will recognize the following students for their hard work and accomplishments in Class "A" State Wrestling:*

*Senior High: Coach Mike Schadwinkel*

*Brandon Hudiburg - State Champion*

*Isaiah Aguilar - 6th Place*

*Northwest: Coach Brian Sybrandts*

*Brett Mills - 4th Place*

*Hadley Cooksley - 5th Place*

*Central Catholic: Coach Matt Coufal*

*Justin Kelly - 5th Place*

*Congratulations on a job well done!!*

Staff Contact: Mayor Vavricek



# City of Grand Island

Tuesday, March 07, 2006

Special/Council Session

## Item C3

### **Recognition of Class "A" Bowling Team 3rd Place Winners at State**

*The Mayor and City Council will recognize the following girls for their 3rd Place win in Class "C" State Bowling Competition:*

*Amy Glover*

*Kristen Ruzicka*

*Candi Glover*

*Kayla Johnson*

*Kayla Brixius*

*Jeanna Bruener*

*Coach: Jason Price*

*Congratulations on a job well done, keep up the good work!*

Staff Contact: Mayor Vavricek





# City of Grand Island

Tuesday, March 07, 2006

Special/Council Session

## Item C4

### **Presentation by Shonesy Associates for FY 2005 City Single Audit and General Purpose Financial Statements**

*Terry Galloway of Shonsey & Associates will present the City Single Audit and General Purpose Financial Statements for Fiscal Year 2005.*

Staff Contact: David Springer



# City of Grand Island

Tuesday, March 07, 2006

Special/Council Session

## Item C5

### **Presentation by BKD, LLP Relative to Fiscal Year 2005 Electric and Water Audit Reports**

*Roger Watton, representing BKD, LLP, will present the Independent Auditors' Report of the Financial Statements relative to the City of Grand Island's Electric Department and Water Department for the year ended September 30, 2005.*

Staff Contact: David Springer





# City of Grand Island

Tuesday, March 07, 2006

Special/Council Session

## Item E1

**Public Hearing on Request of Casey's Retail Company dba Casey's  
General Store #2707, 806 N. Eddy Street for a Class "D" Liquor  
License**

Staff Contact: RaNae Edwards

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** March 7, 2006

**Subject:** Public Hearing on Request of Casey's Retail Company  
dba Casey's General Stores for Liquor Licenses

**Item #'s:** E-1, E-2, E-3, E-4, E-5 & I-1, I-2, I-3, I-4, I-5

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

## **Background**

Casey's Retail Company has submitted the following applications for the following five (5) Casey's General Stores Liquor Licenses:

Casey's General Store #2707, 806 N. Eddy Street	Class "D"
Casey's General Store #2727, 1219 West 2 <sup>nd</sup> Street	Class "B"
Casey's General Store #2732, 4150 West U.S. Highway 30	Class "B"
Casey's General Store #2737, 1814 N. Eddy Street	Class "D"
Casey's General Store #2742, 2223 South Locust Street	Class "B"

A Class "B" Liquor License allows for the sale of beer off sale only inside the corporate limits of the city. A Class "D" Liquor License allows for the sale of spirits, wine, and beef off sale only inside the corporate limits of the city.

## **Discussion**

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all licenses. These applications have been reviewed by the Clerk, Building, Fire, Health, and Police Departments. These licenses if approved will replace those licenses currently held by Gas 'N Shop. Attached is the Police Department memo and recommendation.

## **Alternatives**

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

1. Approve the applications.
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 these requests with the stipulation that the manager complete a state approved alcohol server/seller training program.

### **Sample Motion**

Move to approve the Resolutions for the five (5) requests of Casey's Retail Company dba Casey's General Stores Liquor Licenses with the stipulation that the manager complete a state approved alcohol server/seller training program.

**CITY OF GRAND ISLAND  
LIQUOR APPLICATION CHECKLIST**

     **Retail: Individual \*\***

- OK    Applicant is Nebraska Resident.
- OK    Applicant is of good character and reputation in the community in which he or she resides.
- OK    Applicants is citizen of the United States.
- OK    Applicant has no Felony or Class I Misdemeanor convictions or guilty pleas.
- OK    Applicants has had no prior liquor licenses issued under the Nebraska Liquor Control Act revoked.
- OK    Applicant's spouse must qualify the same as applicant.
- OK    Applicant owns premise or has a lease of premise for the full period for which the license is issued.
- Premise meets State Fire Marshal codes.
- OK    Applicant is not a law enforcement officer.
- OK    Applicant is at least 21 years of age.

     **Retail: Partnership \*\***

- One partner must be a resident of Nebraska.
- All partners and spouses must be citizens of the United States.
- All partners must be of good character and reputation in the community.
- All partners must not have been convicted or plead guilty to a Felony or Class I Misdemeanor.
- All partners must not have had a liquor license issued under the Nebraska Liquor Control Act revoked.

**Retail: Limited Liability Company \*\***

     One of the members must be a resident of Nebraska.

     All members of such company must qualify to above individual restrictions.

     **Retail: Corporation \*\***

OK Any officer, manager, or director of the corporation or any stockholder owning more than 25% of the stock must qualify to above individual restrictions.

OK The manager and spouse of the corporation must be a resident of Nebraska and qualify to above individual restrictions.

OK Corporation must be registered with the Secretary of State.

OK Corporation owned by a corporation, the owning corporation must register with the Secretary of State.

     **Manufacturer, Wholesaler, Railroad, Airline, Boat, Nonbeverage**

     Application filed in duplicate.

     Beer Wholesaler must file sales territory of their brands.

     Must file a bond.

     Must pay registration fee and license fee.

     No Manufacturer or Wholesaler may have interest as owner, part owner, lessee, or lessor in any retail establishment.

**\*\*All Retail Licenses:**

OK Premise is not within 150' from any church, school, hospital, or home for aged or indigent persons or for veterans, their wives or children.

OK Premise is not within 300' from any college campus.

**Other Comments or Concerns:**

See Investigative Report  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

02/10/06  
10:00

Grand Island Police Dept.  
LAW INCIDENT TABLE

334  
Page: 1

City : Grand Island  
Occurred after : 10:00:00 02/08/2006  
Occurred before : 09:00:00 02/10/2006  
When reported : 10:00:00 02/08/2006  
Date disposition declared : 02/10/2006  
Incident number : L06021185  
Primary incident number :  
Incident nature : Liquor Lic Inv Liquor License Investigation  
Incident address : 806 N Eddy St  
State abbreviation : NE  
ZIP Code : 68801  
Contact or caller :  
Complainant name number :  
Area location code : PAO Police - Within limits of GI  
Received by : Falldorf R  
How received : T Telephone  
Agency code : GIPD Grand Island Police Department  
Responsible officer : Falldorf R  
Offense as Taken :  
Offense as Observed :  
Disposition : INA Inactive  
Misc. number : Printed  
Geobase address ID :  
Long-term call ID :  
Clearance Code : CL Case Closed  
Judicial Status : NCI Non-criminal Incident  
=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	110559		Pinkham, Charles Scott	Store Manager
NM	110560		Pinkham, Lorie A	Spouse
NM	110562		Handley, Terry W	President/CEO

LAW INCIDENT CIRCUMSTANCES:

Se Circu Circumstance code                      Miscellaneous  
-----

1 LT07 Convenience Store

LAW INCIDENT NARRATIVE:

Liquor License background investigation for Caseys General Store, 806 N. Eddy Street.

LAW INCIDENT OFFENSES DETAIL:

Se Offe Offense code	Arson Dama
1	0.00

02/10/06  
10:00

Grand Island Police Dept.  
LAW INCIDENT TABLE

334  
Page: 2

LAW INCIDENT RESPONDERS DETAIL:

Se	Responding offi	Unit n	Unit number
----	-----------------	--------	-------------

1	Falldorf R	104	Falldorf R
---	------------	-----	------------

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Falldorf R	09:20:58 02/10/2006

Grand Island Police Department  
Supplemental Report

On the date of 2-8-06 I received a liquor license application for Caseys General Store from the City Clerk to complete an investigation on. This application was listed as a retail corporation with the president of the corporation listed as Terry Handley of Bondurant, Iowa and the local store manager listed as Charles Pinkham. Charles' wife was also listed on the application as Lorie Anne (Mathies) Pinkham. There were no other stockholders listed in the application as owning 25% or more of stock in the corporation.

I checked through the Nebraska Criminal Justice Information System data base for Nebraska criminal or traffic violations involving Terry Handley, Charles Pinkham, and Lorie Pinkham. I also ran a driving history on Terry Handley, since he had listed an out of state address. Terry Handley and Lorie Pinkham both came back with clean records. I was able to locate two traffic related charges for Charles Pinkham, which he plead guilty to by waiver on both. The first was for Speeding, Infraction, in Adams County in 2002 and the second violation was also for Speeding, Infraction, in Adams County in 1997. I noted that on question #1 of the application for a corporate manager, the form asks the applicants to indicate all convictions or any charges that the applicants plead guilty to, to include a felony, misdemeanor, violation of a federal or state law, a violation of a local law, ordinance, or resolution. I also noted that the box was checked "NO" by Mr. Pinkham to indicate that the applicant(s) had no convictions or guilty pleas to list. The two speeding guilty pleas would be considered violations of local law or ordinance.

I don't feel that this omission of the guilty pleas on the part of Charles Pinkham should disqualify the corporation for their liquor license and all parties investigated appear to have good character and reputation in their respective communities. Mr. Pinkham just needs to read carefully all paperwork involved in the application process and assume the reporting responsibilities that go along with every process within obtaining a liquor license.

The Grand Island Police Department has no objection to the corporate liquor license for Caseys General Store being issued, with the understanding that all requested forms in the future should be thoroughly read and requested information supplied.

Date, Time: 2-10-06, 9:00 AM  
Reporting Officer: Captain Robert Falldorf



# City of Grand Island

Tuesday, March 07, 2006

Special/Council Session

## Item E2

**Public Hearing on Request of Casey's Retail Company dba Casey's General Store #2727, 1219 West 2nd Street for a Class "B" Liquor License**

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

Staff Contact: RaNae Edwards





# City of Grand Island

Tuesday, March 07, 2006

Special/Council Session

## Item E3

**Public Hearing on Request of Casey's Retail Company dba Casey's  
General Store #2732, 4150 West U.S. Highway 30 for a Class "B"  
Liquor License**

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

Staff Contact: RaNae Edwards



# City of Grand Island

Tuesday, March 07, 2006

Special/Council Session

## Item E4

**Public Hearing on Request of Casey's Retail Company dba Casey's General Store #2737, 1814 N. Eddy Street for a Class "D" Liquor License**

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

Staff Contact: RaNae Edwards



# City of Grand Island

Tuesday, March 07, 2006

Special/Council Session

## Item E5

**Public Hearing on Request of Casey's Retail Company dba Casey's  
General Store #2742, 2223 South Locust Street for a Class "B"  
Liquor License**

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

Staff Contact: RaNae Edwards



# **City of Grand Island**

**Tuesday, March 07, 2006**

**Special/Council Session**

## **Item E6**

**Public Hearing on Request of Perez, Inc. dba Tucanaso, 410 East  
4th Street for a Class "C" Liquor License**

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** March 7, 2006

**Subject:** Public Hearing on Request of Perez, Inc. dba Tucanaso, 410 East 4<sup>th</sup> Street for a Class “C” Liquor License

**Item #’s:** E-6 & I-6

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

## **Background**

Silvia Perez, owner of Perez, Inc. dba Tucanaso, 410 East 4<sup>th</sup> Street has submitted an application for a Class “C” Liquor License. A Class “C” Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city.

## **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. Attached is the Police Department’s background investigation and recommendation.

Concerns have arisen with Anastacio Jacobo, spouse of the applicant as to his character and reputation with past liquor licenses. Mr. Jacobo has filed an affidavit of non-participation. (See attached.)

## **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 either:

- 1) deny this request based on the character and reputation of Anastacio Jacobo, spouse of the applicant; or
- 2) approve the application with the stipulations that Anastacio Jacobo, spouse of the applicant have no interest in the operation or profit of the business, to include tending bar, making sales, serving patrons, stocking shelves, writing checks, signing invoices, paying distributors, working in the establishment in any capacity, or to patronize the business.

## **Sample Motion**

Move to either:

- 1) deny this request based on the character and reputation of Anastacio Jacobo, spouse of the applicant; or
- 2) approve the application with the stipulations that Anastacio Jacobo, spouse of the applicant have no interest in the operation or profit of the business, to include tending bar, making sales, serving patrons, stocking shelves, writing checks, signing invoices, paying distributors, working in the establishment in any capacity, or to patronize the business.

for the Class "C" Liquor License of Perez, Inc. dba Tucanaso, 410 East 4<sup>th</sup> Street.

---

BUTLER, GALTER,  
O'BRIEN & BOEHM  
LAW FIRM

---

Paul E. Galter  
Patrick T. O'Brien (pto@neb.rr.com)  
John M. Boehm (jboehm9460@aol.com)

811 South 13th Street  
Lincoln, Nebraska 68508  
(402) 475-0811  
Fax (402) 475-6416

Hal W. Bauer (1927-1993)  
Richard J. Butler (1951-2000)

**RECEIVED**

JAN 26 2006

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

Hobart Rupe, Executive Director  
Nebraska Liquor Control Commission  
P O Box 95046  
Lincoln, NE 68509-5046

RE: Application by Perez, Inc. for Tucanaso

Dear Mr. Rupe:

Attached is the application by Perez, Inc. for the Tucanaso grocery store and restaurant. Since this is the second application for this location by Perez, Inc., it is important to note some substantial differences between this application and the last application.

The last application by Perez, Inc. for this location was denied because of the spouse's record, who was also listed as the manager applicant for the Tucanaso location. The first application was submitted in that way because Silvia Perez, the owner of Perez, Inc., was already the full time manager for El Rodeo, the initial location for this corporation. Since that application, Perez, Inc. has lost its El Rodeo location because the landlord for that location chose not to renew the lease and submitted an application for a liquor license at that allocation on his own behalf.

Perez, Inc. has in the meantime continued to operate at the Tucanaso location as a grocery store and restaurant without a liquor license. Silvia Perez now devotes her full time to this location. The Tucanaso premises have also been completely remodeled from the original layout as a bar, to reconfigure it as a grocery store and restaurant. That is how the operation is being run and how it will continue to be run with the addition of a liquor license for sale of packaged beverages to the grocery store customers and on-sale to the restaurant patrons. It will therefore no longer be a bar, which was the source of the attendant problems associated with the operation at the location under the prior operator and holder of the liquor license, Ramos, Inc. The operation of a grocery store and restaurant at this location should thus lower the potential threshold for the types of problems experienced at this location in the past under the previous operator.

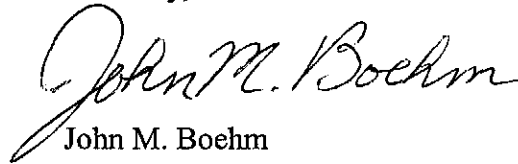
Perhaps more importantly for purposes of this application, Ms. Perez who was the manager at El Rodeo, will now be the manager at this location. Additionally, her husband, with whom the Commission had some concerns in the last application, is submitting an affidavit of nonparticipation, as he will be employed full time elsewhere.

January 26, 2006

Page 2

I would ask that the Commission keep these substantial changes and differences in mind when processing this application. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "John M. Boehm". The signature is fluid and elegant, with the first letters of each name being capitalized and prominent. The ink is black and the background is white.

John M. Boehm

JMB/nw  
Enclosure





**INTEROFFICE  
MEMORANDUM**  
*Police Department*

*Working Together for a  
Better Tomorrow. Today.*

DATE: March 1, 2006

TO: RaNae Edwards, City Clerk

FROM: Robert Falldorf, Captain, Police Department *Robert Falldorf*

RE: Application for Liquor License – Tucanaso – 410 E 4<sup>th</sup> St,  
Grand Island, Nebraska

The Grand Island Police Department has received an application for a Liquor License for Tucanaso, 410 East 4<sup>th</sup> Street, Grand Island, Nebraska.

I recommend that this application be denied or stipulations as to spouse's non-participation in the business as listed in my investigative report.

RLP/rkk

**CITY OF GRAND ISLAND  
LIQUOR APPLICATION CHECKLIST**

     **Retail: Individual \*\***

OK Applicant is Nebraska Resident.

NOT  
SPOUSE Applicant is of good character and reputation in the community in which he or she resides.

OK Applicants is citizen of the United States.

OK Applicant has no Felony or Class I Misdemeanor convictions or guilty pleas.

OK Applicants has had no prior liquor licenses issued under the Nebraska Liquor Control Act revoked.

NO Applicant's spouse must qualify the same as applicant.

OK Applicant owns premise or has a lease of premise for the full period for which the license is issued.

     Premise meets State Fire Marshal codes.

OK Applicant is not a law enforcement officer.

OK Applicant is at least 21 years of age.

     **Retail: Partnership \*\***

     One partner must be a resident of Nebraska.

     All partners and spouses must be citizens of the United States.

     All partners must be of good character and reputation in the community.

     All partners must not have been convicted or plead guilty to a Felony or Class I Misdemeanor.

     All partners must not have had a liquor license issued under the Nebraska Liquor Control Act revoked.

\_\_\_ **Retail: Limited Liability Company \*\***

\_\_\_ One of the members must be a resident of Nebraska.

\_\_\_ All members of such company must qualify to above individual restrictions.

\_\_\_ **Retail: Corporation \*\***

Denial or  
Restrict.

Any officer, manager, or director of the corporation or any stockholder owning more than 25% of the stock must qualify to above individual restrictions.

O.K. The manager and spouse of the corporation must be a resident of Nebraska and qualify to above individual restrictions.

O.K. Corporation must be registered with the Secretary of State.

O.K. Corporation owned by a corporation, the owning corporation must register with the Secretary of State.

\_\_\_ **Manufacturer, Wholesaler, Railroad, Airline, Boat, Nonbeverage**

\_\_\_ Application filed in duplicate.

\_\_\_ Beer Wholesaler must file sales territory of their brands.

\_\_\_ Must file a bond.

\_\_\_ Must pay registration fee and license fee.

\_\_\_ No Manufacturer or Wholesaler may have interest as owner, part owner, lessee, or lessor in any retail establishment.

**\*\*All Retail Licenses:**

O.K. Premise is not within 150' from any church, school, hospital, or home for aged or indigent persons or for veterans, their wives or children.

O.K. Premise is not within 300' from any college campus.

**Other Comments or Concerns:**

---

---

---

---

03/01/06  
11:21

Grand Island Police Dept.  
LAW INCIDENT TABLE

334  
Page: 1

City : Grand Island  
Occurred after : 15:28:21 02/28/2006  
Occurred before : 15:28:21 02/28/2006  
When reported : 15:28:21 02/28/2006  
Date disposition declared : 02/28/2006  
Incident number : L06023500  
Primary incident number :  
Incident nature : Liquor Lic Inv Liquor License Investigation  
Incident address : 410 E 4th St  
State abbreviation : NE  
ZIP Code : 68801  
Contact or caller :  
Complainant name number :  
Area location code : PAO Police - Within limits of GI  
Received by : Falldorf R  
How received : T Telephone  
Agency code : GIPD Grand Island Police Department  
Responsible officer : Falldorf R  
Offense as Taken :  
Offense as Observed :  
Disposition : ACT Active  
Misc. number :  
Geobase address ID :  
Long-term call ID :  
Clearance Code :  
Judicial Status :

= = = = =

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	13235		Jacobo, Anastacio	Spouse of owner
NM	27822		Perez, Silvia	Owner
NM	111094		Tucanaso,	Business

LAW INCIDENT CIRCUMSTANCES:

Se Circu	Circumstance code	Miscellaneous
1		

LAW INCIDENT NARRATIVE:

Liquor License Investigation for Tucanaso, 410 E. 4th Street.

LAW INCIDENT OFFENSES DETAIL:

Se Offe	Offense code	Arson Dama
1		0.00

03/01/06  
11:21

Grand Island Police Dept.  
LAW INCIDENT TABLE

334  
Page: 2

LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number

1 Falldorf R 104 Falldorf R

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Falldorf R	15:30:03 02/28/2006

Grand Island Police Department  
Supplemental Report

On the date of 2-16-06 I received a liquor license application from Grand Island City Clerk RaNae Edwards for Perez Inc. dba Tucanaso, 410 E. 4th Street, Grand Island, to do a background investigation on.

The application was for a corporation and listed Silvia Perez Cervantes as the manager and Chief Executive Officer for the corporation. I did a background check on Silvia Perez and was unable to locate any violations of law.

The main concern for the Police Department is Silvia's husband, Anastacio Jacobo, who is listed in the application. Jacobo did submit an affidavit of non-participation that he signed and was dated 1-25-06. This affidavit states that Jacobo will have no interest, directly or indirectly, in the operation or profit of the business. Jacobo has applied as manager on two liquor establishments in the past, Derenger and Tucanaso, and has been denied for both because of his criminal record. I did have a recent conversation with City Clerk, RaNae Edwards, in reference to part of the application process. She advised that Craig Lewis with the building department did a recent inspection at Tucanaso and Jacobo was present and appeared to be involved in the daily operation of the business. She advised that he was sweeping and was the person that answered most of the questions during the inspection. This doesn't appear to be non-participation in the business. Even though the business is now going to be ran as a grocery and restaurant, there are concerns about Jacobo's involvement in the business with a liquor license because of his background.

The application does ask for criminal record for the spouse of the manager and the following was reported for Jacobo's criminal record convictions on the application:

10/88 Second Degree Assault, Grand Island (conviction set aside in 1998).  
05/89 Child Restraint Violation, Grand Island.  
05/90 No vehicle registration, Grand Island.  
07/91 No vehicle registration, fictitious plates, child restraint violation, Grand Island.  
09/91 Driving under the influence of alcohol, Grand Island.  
08/92 No vehicle registration, Grand Island.

I did run a driving history check and checked criminal history on Jacobo through the Nebraska Criminal Justice Information System (NCJIS) and determined that he had been arrested on 5-18-05 for driving under the influence of alcohol, 2nd offense, however plead guilty to willful reckless driving pertaining to this arrest and also plead guilty to drinking in public,

03/01/06  
11:21

Grand Island Police Dept.  
LAW INCIDENT TABLE

334  
Page: 3

misdemeanor, with an offense date of 4-17-99. These offenses wasn't listed, as required, on the liquor license application. I also viewed a Nebraska Liquor Control Commission Order dated 2-5-04 that mentioned that Jacobo had been cited two times in 2003 for selling alcohol off sale with an on sale only license, cited for selling after hours, for allowing open containers to leave the premise, and open containers after hours.

Recommendation from the police department would be either denial of the liquor license due to Jacobo's involvement with the business or add a restriction to the license that Anastacio Jacobo shall have no interest in the operation or profit of the business, to include tending bar, making sales, serving patrons, stocking shelves, writing checks, signing invoices, paying distributors, or working in the establishment in any capacity.

Date, Time: 3-1-06, 11:00 AM  
Reporting Officer: Captain Robert Falldorf

03/01/06  
11:21

Grand Island Police Dept.  
LAW INCIDENT TABLE

334  
Page: 4

INVOLVEMENT DETAIL: Main Names Table

Name Number	:	13235
Last name	:	Jacobo
First name	:	Anastacio
Middle name	:	
Suffix name	:	
Street address	:	411 E 4th St Apt 1
Birth Date	:	07/17/1961
Weight	:	165
City of residence	:	Grand Island
State abbreviation	:	NE
ZIP Code	:	68801
Driver's license number	:	G08043912
Driver's license state	:	NE
Home phone number	:	(308) 383-4866
Work telephone number	:	(308) 382-3234
Soc sec number	:	506-08-8444
State ID number	:	NB264758
FBI number	:	316289AA1
Height	:	5'05"
Sex	:	M
Race category	:	L White/Hispanic Latin
Hair color	:	BLK Black
Eye color	:	BRO Brown
Facial hair	:	F Full Beard
Glasses (corrective lenses)	:	N No Glasses/Cont
Physical build	:	MCLR Muscular
Skin complexion	:	DARK Dark
Teeth condition	:	DCLR Discolored
Ethnic group	:	HISP Hispanic
Hair style	:	SHRT Short
Speech type	:	HALT Halting
Death Date	:	**/**/****
Alias name number	:	
Geobase address ID	:	
Soundex name	:	ssf
Name Type	:	INDIVN Individual (Non-Resident)
Real Name (y/n):	:	N

=====

03/01/06  
11:21

Grand Island Police Dept.  
LAW INCIDENT TABLE

334  
Page: 5

INVOLVEMENT DETAIL: Main Names Table

Name Number	:	27822
Last name	:	Perez
First name	:	Silvia
Middle name	:	
Suffix name	:	
Street address	:	411 E 4th St #1
Birth Date	:	11/14/1961
Weight	:	170
City of residence	:	Grand Island
State abbreviation	:	NE
ZIP Code	:	68801
Driver's license number	:	V03359510
Driver's license state	:	NE
Home phone number	:	(308)389-4508
Work telephone number	:	( ) -
Soc sec number	:	505-23-2547
State ID number	:	
FBI number	:	
Height	:	5'02"
Sex	:	F
Race category	:	W White/Non Hispanic
Hair color	:	BLK Black
Eye color	:	BRO Brown
Facial hair	:	
Glasses (corrective lenses)	:	
Physical build	:	
Skin complexion	:	
Teeth condition	:	
Ethnic group	:	
Hair style	:	
Speech type	:	
Death Date	:	**/**/****
Alias name number	:	
Geobase address ID	:	
Soundex name	:	frs
Name Type	:	INDIVR Individual (Resident)
Real Name (y/n):	:	N

=====



03/01/06  
11:21

Grand Island Police Dept.  
LAW INCIDENT TABLE

334  
Page: 6

INVOLVEMENT DETAIL: Main Names Table

Name Number	:	111094
Last name	:	Tucanaso
First name	:	
Middle name	:	
Suffix name	:	
Street address	:	410 E 4th St
Birth Date	:	**/**/****
Weight	:	0
City of residence	:	Grand Island
State abbreviation	:	NE
ZIP Code	:	68801
Driver's license number	:	
Driver's license state	:	
Home phone number	:	( ) -
Work telephone number	:	( ) -
Soc sec number	:	- -
State ID number	:	
FBI number	:	
Height	:	' "
Sex	:	
Race category	:	
Hair color	:	
Eye color	:	
Facial hair	:	
Glasses (corrective lenses)	:	
Physical build	:	
Skin complexion	:	
Teeth condition	:	
Ethnic group	:	
Hair style	:	
Speech type	:	
Death Date	:	**/**/****
Alias name number	:	
Geobase address ID	:	
Soundex name	:	tsns
Name Type	:	
Real Name (y/n):	:	N

= = = = =

**RECEIVED**

**NEBRASKA LIQUOR CONTROL COMMISSION  
AFFIDAVIT OF NON PARTICIPATION**

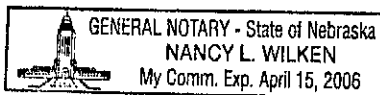
JAN 26 2006

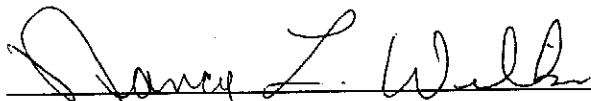
**NEBRASKA LIQUOR  
CONTROL COMMISSION**

The undersigned individual acknowledges that he/she will have no interest, directly or indirectly, in the operation or profit of the business, as prescribed in Section §53-125(13) of the Liquor Control Act. Such individual shall not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent themselves as owner or in any way participate in the day to day operations in any capacity. Undersigned will also be waived of filing fingerprint cards, however, has disclosed any violation(s) on application.

  
\_\_\_\_\_  
Signature of Spouse

**SUBSCRIBED** in my presence and sworn to before me this 25 day  
of January, 2006.



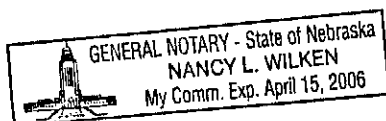
  
\_\_\_\_\_  
Signature of Notary Public


The licensee/applicant understands that he/she is responsible for compliance with the conditions set out above, and that if such terms are violated, the Commission may cancel or revoke the license.

  
\_\_\_\_\_  
Signature of licensee/applicant

Silvia Perez Cervantes  
Print name of licensee/applicant

**SUBSCRIBED** in my presence and sworn to before me this 25 day  
of January, 2006.



  
\_\_\_\_\_  
Signature of Notary Public



# **City of Grand Island**

**Tuesday, March 07, 2006**

**Special/Council Session**

## **Item E7**

**Public Hearing on Request of Sarah R. Tjaden dba The Roadhouse  
Garage, 2710-B Diers Avenue for a Class "C" Liquor License**

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** March 7, 2006

**Subject:** Public Hearing on Request of Sarah R. Tjaden dba The Roadhouse Garage, 2710-B Diers Avenue for a Class "C" Liquor License

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

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

## **Background**

Sarah R. Tjaden dba The Roadhouse Garage, 2710-B Diers Avenue 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.

## **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. Attached is the Police Department's background investigation and recommendation.

Concerns have arisen with Jeff Leo, roommate of the applicant as to his character and reputation with the past liquor license request of Bud's Roadhouse which was denied by City Council on November 8, 2005.

## **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 either:

- 1) deny this request based on the character and reputation of Jeff Leo, roommate of the applicant; or
- 2) approve the application with the stipulations that Jeff Leo, roommate of the applicant have no interest in the operation or profit of the business, to include tending bar, making sales, serving patrons, stocking shelves, writing checks, signing invoices, paying distributors, working in the establishment in any capacity, or to patronize the business.

### **Sample Motion**

Move to either:

- 1) deny this request based on the character and reputation of Jeff Leo, roommate of the applicant; or
- 2) approve the application with the stipulations that Jeff Leo, roommate of the applicant have no interest in the operation or profit of the business, to include tending bar, making sales, serving patrons, stocking shelves, writing checks, signing invoices, paying distributors, working in the establishment in any capacity, or to patronize the business.

for the Class "C" Liquor License of Sarah R. Tjaden dba The Roadhouse Garage, 2710-B Diers Avenue.



**INTEROFFICE  
MEMORANDUM**  
*Police Department*

*Working Together for a  
Better Tomorrow. Today.*

**DATE:** March 2, 2006

**TO:** RaNae Edwards, City Clerk

**FROM:** Robert Falldorf, Captain, Police Department *Robert B. Falldorf*

**RE:** Application for Liquor License – The Roadhouse Garage – 2710 Diers Ave. #B,  
Grand Island, Nebraska

The Grand Island Police Department has received an application for a Liquor License for The Roadhouse Garage, 2710 Diers Ave. #B, Grand Island, Nebraska.

I recommend that this application be denied or stipulations as to Jeff Leo's non-participation in the business as listed in my investigative report.

RF/sjs

**CITY OF GRAND ISLAND  
LIQUOR APPLICATION CHECKLIST**

     **Retail: Individual \*\***

O.K. Applicant is Nebraska Resident.

*Issues about applicants  
Boyfriend/Roommate*

     Applicant is of good character and reputation in the community in which he or she resides.

O.K. Applicants is citizen of the United States.

O.K. Applicant has no Felony or Class I Misdemeanor convictions or guilty pleas.

O.K. Applicants has had no prior liquor licenses issued under the Nebraska Liquor Control Act revoked.

O.K. Applicant's spouse must qualify the same as applicant.

O.K. Applicant owns premise or has a lease of premise for the full period for which the license is issued.

     Premise meets State Fire Marshal codes.

O.K. Applicant is not a law enforcement officer.

O.K. Applicant is at least 21 years of age.

     **Retail: Partnership \*\***

     One partner must be a resident of Nebraska.

     All partners and spouses must be citizens of the United States.

*Issues about hidden  
Partnership.*

     All partners must be of good character and reputation in the community.

     All partners must not have been convicted or plead guilty to a Felony or Class I Misdemeanor.

     All partners must not have had a liquor license issued under the Nebraska Liquor Control Act revoked.

\_\_\_ **Retail: Limited Liability Company \*\***

\_\_\_ One of the members must be a resident of Nebraska.

\_\_\_ All members of such company must qualify to above individual restrictions.

\_\_\_ **Retail: Corporation \*\***

\_\_\_ Any officer, manager, or director of the corporation or any stockholder owning more than 25% of the stock must qualify to above individual restrictions.

\_\_\_ The manager and spouse of the corporation must be a resident of Nebraska and qualify to above individual restrictions.

\_\_\_ Corporation must be registered with the Secretary of State.

\_\_\_ Corporation owned by a corporation, the owning corporation must register with the Secretary of State.

\_\_\_ **Manufacturer, Wholesaler, Railroad, Airline, Boat, Nonbeverage**

\_\_\_ Application filed in duplicate.

\_\_\_ Beer Wholesaler must file sales territory of their brands.

\_\_\_ Must file a bond.

\_\_\_ Must pay registration fee and license fee.

\_\_\_ No Manufacturer or Wholesaler may have interest as owner, part owner, lessee, or lessor in any retail establishment.

**\*\*All Retail Licenses:**

o.k Premise is not within 150' from any church, school, hospital, or home for aged or indigent persons or for veterans, their wives or children.

o.k Premise is not within 300' from any college campus.

**Other Comments or Concerns:**

---

---

---

---



03/02/06  
09:35

Grand Island Police Dept.  
LAW INCIDENT TABLE

334  
Page: 1

City : Grand Island  
Occurred after : 13:00:00 02/17/2006  
Occurred before : 15:46:42 03/01/2006  
When reported : 13:00:00 02/17/2006  
Date disposition declared : 03/01/2006  
Incident number : L06030056  
Primary incident number :  
Incident nature : Liquor Lic Inv Liquor License Investigation  
Incident address : 2710 Diers Ave #B  
State abbreviation : NE  
ZIP Code : 68801  
Contact or caller :  
Complainant name number :  
Area location code : PAO Police - Within limits of GI  
Received by : Falldorf R  
How received : T Telephone  
Agency code : GIPD Grand Island Police Department  
Responsible officer : Falldorf R  
Offense as Taken :  
Offense as Observed :  
Disposition : ACT Active  
Misc. number :  
Geobase address ID :  
Long-term call ID :  
Clearance Code :  
Judicial Status :  
=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	111123		Tjaden, Sarah R	Liq. Lic. Applicant
NM	111124		Leo, Jeff D	Mentioned
NM	111125		The Roadhouse Garage,	Liq.Lic. Applicatio

LAW INCIDENT NARRATIVE:

Liquor License Application background check for The Roadhouse Garage, 2710 Diers

LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number

1 Falldorf R 104 Falldorf R

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1		**:**:** **/**/****

03/02/06  
09:35

Grand Island Police Dept.  
LAW INCIDENT TABLE

334  
Page: 2

Grand Island Police Department  
Supplemental Report

On the date of 2-17-06 I received a liquor license application from Grand Island City Clerk, RaNae Edwards, to do a background investigation on. The application was under the name of Sarah R. Tjaden, dba The Roadhouse Garage. I was familiar with this address because I had completed a previous liquor license background investigation for this same address in October of 2005. At that time a Jeff Leo was attempting to obtain a liquor license for a business called Buds Roadhouse. The lease for the building was initially in Jeff Leo's name and then was transferred into Tjaden's name.

Through that previous investigation on Mr. Leo I learned that he once owned a bar in Hadar, Nebraska and had nude dancers at that location. I received reports from the Pierce County Sheriff's Department that indicated that they had written numerous citations to Mr. Leo for Village of Hadar violations for exploitation of human nudity, premises open to view, and a refusal or delayed entry to law enforcement. Sheriff Eberhardt with the Pierce County Sheriff's Department advised that Mr. Leo had an attitude of complete disregard for the law.

I also learned from the Pierce County Sheriff's Department that Mr. Leo had a previous conviction for carrying a concealed weapon, which is an automatic disqualifier for him to obtain a liquor license. Mr. Leo did eventually also plead guilty to two counts of exploitation of human nudity for having the nude dancers at his Hadar bar. I did testify at the Liquor Commission Hearing on behalf of the city for Mr. Leo's request for a liquor license and his request was denied.

When I initially received the liquor license application for Sarah Tjaden, dba The Roadhouse Garage, I was suspicious that this case was a silent partner or hidden ownership case since the name of her establishment closely matched the name of Buds Roadhouse. I ran a background check on Sarah Tjaden and determined that she did disclose her traffic offenses on her liquor license application as required. I then did a utilities check on Tjaden for her residence and business. The residential utilities for the check on Tjaden showed Jeff and Sarah Tjaden, 3720 W. State Street #J9. The business utilities check on Tjaden showed Sarah Tjaden dba Bud's Roadhouse (not The Roadhouse Garage as listed on her application).

On 3-1-06 I responded to the Nebraska State Patrol office in Grand Island and made contact with NSP Liquor Division Investigator Lorri Rogers. Investigator Rogers advised that she had ran driving history checks on Sarah Tjaden and Jeff Leo and discovered that they both listed 3720 W. State Street #J9 as their addresses on their licenses. She also advised that she compared Jeff Leo's liquor license application which was denied and Sarah Tjaden's and discovered that they both listed on their respective applications that they worked at The Depot in Norfolk, Nebraska during the same time frame as each other. She also noted that on page 5 question 16 of Jeff Leo's application that was denied he put down that the main nature of the business and hours of operation would be Dancing and comedy, approximate hours 7:00 PM to 1:00 AM, Tuesday through Saturday. Tjaden's application for the same question stated Dancing, Comedy, Socializing, approximate hours 7:00 PM to 1:00 AM, Tuesday through Saturday.

Investigator Rogers and I then responded to 2710 Diers Avenue #B and made contact with Sarah Tjaden. I had previously called Sarah and arranged the

03/02/06  
09:35

Grand Island Police Dept.  
LAW INCIDENT TABLE

334  
Page: 3

meeting. When we arrived at the business and stepped inside I noticed Jeff Leo inside doing some work on the business. We then found a booth in the business to sit at to speak with Tjaden. Tjaden advised that she now has a business account set up at Five Points Bank in Grand Island under her name only and doing business as The Roadhouse Garage. She did advise that the building was going to have an outside beer garden attached to it; however she didn't know what the size of the beer garden was going to be. Investigator Rogers asked Tjaden about her background and how she met Jeff Leo. She advised that she used to work at The Depot in Norfolk and Jeff was her supervisor. She advised that they have been friends for a long time. She also advised that they were currently living together as roommates.

Investigator Rogers asked Tjaden who was going to run the day to day business of the bar and she advised that she was. She asked Tjaden how she came across this opportunity and she advised that she knew that Jeff Leo was denied his license so she stated that she made an agreement with him to take over all of the bar. She advised that she has made one monthly payment of \$1,213 so far and that she had purchased the majority of the items/furnishings in the bar up to this point. She did point out the half shell of an old truck in the business that she indicated belonged to Jeff Leo and she was going to use for the Disc Jockey set.

Investigator Rogers asked Tjaden if Jeff Leo had approached her to get the license since he was denied and she advised that she just agreed to take over all of the bar. Investigator Rogers asked Tjaden what role Jeff Leo was involved in with the bar and she advised that she is paying him \$300 a week to work on the bar (she advised that she has paid him \$900 so far). Investigator Rogers asked Tjaden if she had any documentation to show that she was paying Mr. Leo and she advised that she didn't and that she was dealing in cash with paying him. Tjaden also advised that she was planning on keeping Mr. Leo on as an employee/security as an hourly employee after the bar opens because of his vast knowledge of the bar business. Tjaden advised that she hasn't hired any additional employees at this time. We then thanked Ms. Tjaden for her time and left the business.

The police department's recommendation is to deny this application because of Mr. Leo's obvious involvement with this establishment and his previous denial for a liquor license in the past by the Liquor Commission. Had Mr. Leo not been prohibited from obtaining a license because of his carrying a concealed weapon conviction the city still would have pursued a denial due to his poor character and reputation shown in past dealings as a liquor license holder.

If the city does send in a recommendation of approval, the police department would suggest that a restriction be placed on the license that Mr. Leo will have no interest in the operation or profit of the business, to include tending bar, making sales, serving patrons, stocking shelves, writing checks, signing invoices, paying distributors, working in the establishment in any capacity, or to patronize the business.

Date, Time: 3-2-06, 9:00 AM  
Reporting Officer: Captain Robert Falldorf



# **City of Grand Island**

**Tuesday, March 07, 2006**

**Special/Council Session**

## **Item E8**

**Public Hearing on Redevelopment Plan for Blight and  
Substandard Area #5 for Ann's Pet Salon to be Located at 1303  
Geddes Street**

**Staff Contact: Chad Nabity**

# **Council Agenda Memo**

**From:** Chad Nabity, AICP CRA Director

**Meeting:** March 7, 2006

**Subject:** TIF Application from Anne Bruns

**Item #'s:** E-8 & G-6

**Presenter(s):** Chad Nabity, AICP CRA Director

## **Background**

Anne Bruns, has applied for tax increment financing for the development of and expansion of a pet grooming business and kennel operation on Lots 2 of Bruns Subdivision in the City of Grand Island. To extend tax increment financing through a redevelopment contract, the developer must obtain the approval of the Community Redevelopment Authority and obtain the approval of the Planning Commission prior to coming before the City Council for final approval. Anne Bruns has obtained the approval of the Community Redevelopment Authority and has also obtained approval from the Regional Planning Commission at their February 1, 2006 meeting. This project now comes before the City Council for final consideration for authorizing tax increment financing.

## **Discussion**

Anne Bruns of Ann's Pet Salon has submitted a redevelopment contract in a timely manner to the Community Redevelopment Authority for consideration. The Community Redevelopment Authority has prepared the redevelopment contract for use in extending tax increment financing assistance to Ms. Bruns. Ms. Bruns proposes to construct a building on her property for the expansion of her pet grooming business to include additional groomers and pet daycare and kenneling facilities. This project will be built on a previously undeveloped site in northeast Grand Island, located along the south side of the east side of Geddes Street in blight and substandard area number 5, adjacent to the Central Nebraska Humane Society. Subsequent to receiving CRA approval, the Hall County Planning Commission reviewed the amendment to the redevelopment plan for blight and substandard area number 5 and determined that the proposed development was consistent with the existing zoning a future land use planned for the City of Grand Island and recommended approval. This proposed redevelopment contract, which would extend

tax increment financing for fifteen years to this project is now before the City Council for consideration.

### **Alternatives**

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

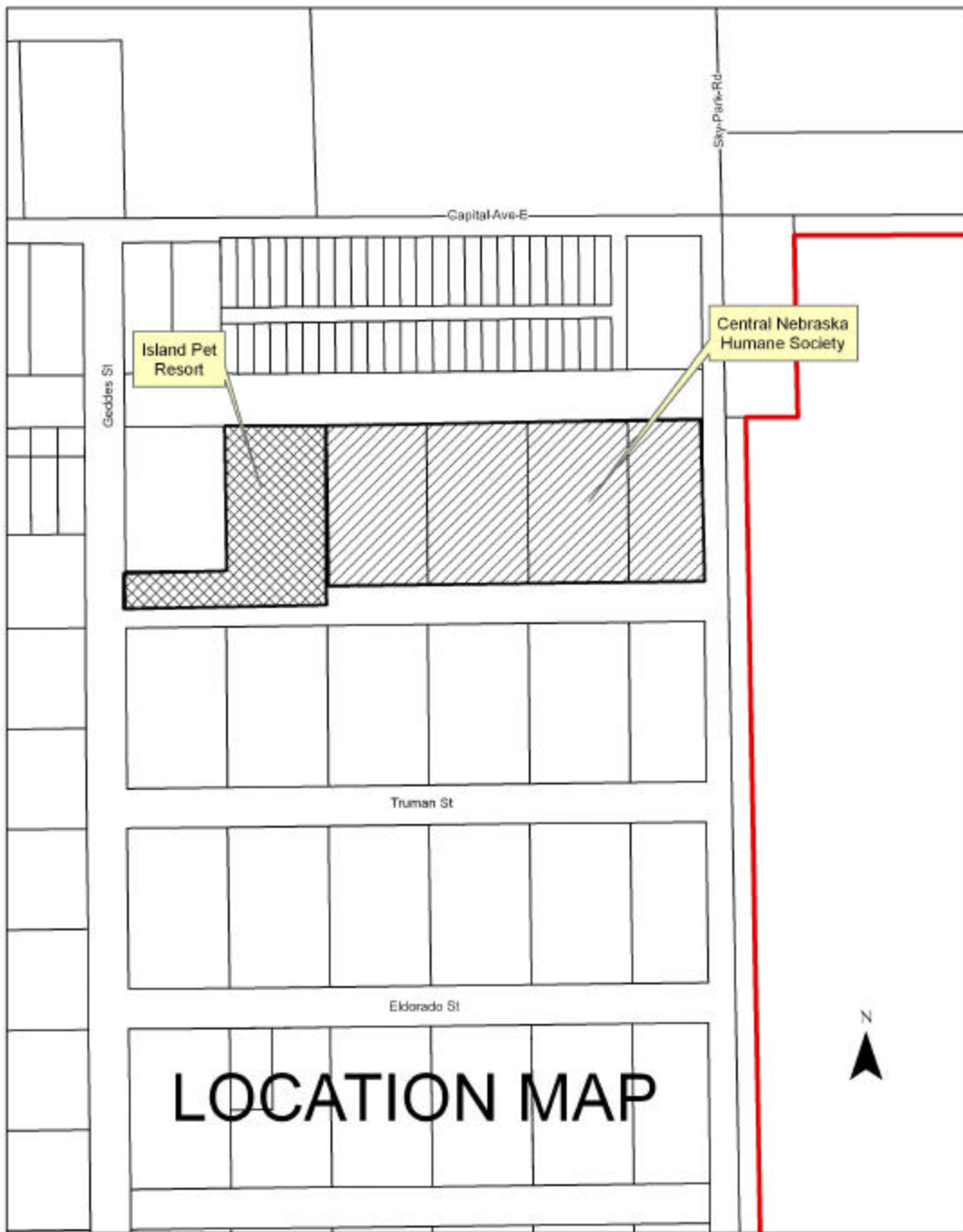
1. Move to approve the resolution authorizing the use of tax increment financing for the proposed project.
2. Not approve the use of tax increment financing for this project.
3. Postpone the issue to future date.
4. Take no action on the issue.

### **Recommendation**

City Administration recommends that the Council approve the use of tax increment financing for this project.

### **Sample Motion**

Motion to approve a resolution to use tax increment financing for the redevelopment project of Anne Bruns.



COMMUNITY REDEVELOPMENT AUTHORITY  
OF THE CITY OF GRAND ISLAND, NEBRASKA  
RESOLUTION #\_\_\_\_\_

A RESOLUTION RECOMENDING AN AMENDMENT TO A REDEVELOPMENT PLAN OF THE AUTHORITY, APPROVING A REDEVELOPMENT CONTRACT AND GIVING NOTICE OF INTENT TO ENTER INTO A REDEVELOPMENT CONTRACT, AND APPROVAL OF RELATED ACTIONS (ANN BRUNS PROJECT).

WITNESSETH:

WHEREAS, the Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), in furtherance of the purposes and pursuant to the provisions of Section 18-2101 to 18-2154, Reissue of Revised Statutes of Nebraska, 1997, as amended (the "Act") has recommended and the City of Grand Island ("City") has adopted a Redevelopment Plan for a blighted and substandard area designated by the City designated Redevelopment Area no. 5 (the "Redevelopment Area"); and

WHEREAS, pursuant to any furtherance of the Act, the Authority published notice of a Request for Proposals for redevelopment of the blighted and substandard area targeted for redevelopment pursuant to the Redevelopment Plan, and received a proposal from Ann E. Bruns ("Redeveloper") to enter into a Redevelopment Contract in substantially the form attached hereto as Exhibit A, the terms and conditions of which are herein incorporated by reference ("Redevelopment Contract"), hereby Authority would agree to rebate taxes for purposes specified in the Redevelopment Contract pursuant to the Act (the "Project");

WHEREAS, the Authority has made certain findings and pursuant thereto has determined that it is in the best interests of the Authority and the City as expressed in the Redevelopment Plan to enter into the Redevelopment Contract and to carry out the transactions contemplated thereby.

NOW, THEREFORE, be it resolved by the Community Redevelopment Authority of the City of Grand Island, Nebraska as follows:

1. The Authority has determined that the proposed land uses and building requirements in the Redevelopment Project area are designed with the general purposes of accomplishing, and in conformance with the general plan of the City, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency in economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provisions for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and communitive facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient



expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

2. The Authority has conducted a cost benefit analysis for the Project in accordance with the Act, and has found and hereby finds that the Project would not be economically feasible without the use of tax increment financing; the Project would not occur in the Area without the use of tax increment financing and the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed and have been found to be in the long term best interests of the community impacted by the Project.

3. The Authority hereby gives the City notice of its intent to enter into the Redevelopment Contract, and hereby recommends to the City approval of the Redevelopment Contract as an Amendment to the Redevelopment Plan, following publication of notice of and a public hearing with respect to the proposed Redevelopment Contract pursuant to the Act.

4. Subject to approval of the Redevelopment Contract by the City, the Authority hereby authorizes and approves the Redevelopment Contract between the Authority and the Redeveloper for the redevelopment of the Project area, and hereby authorizes and approves the execution, delivery, and performance of the documents and transactions contemplated by the Redevelopment Project.

5. The Chair and Secretary of the Authority are hereby authorized and directed to execute and deliver the Redevelopment Contract, in substantially the form presented at this meeting, but with such changes, additions or deletions as they deem reasonable or necessary, together with all documents, certificates or instruments contemplated thereby or necessary in connection therewith, and carry out all transactions and take all actions contemplated by the foregoing.

IN WITNESS WHEREOF, the undersigned members of the Community Redevelopment Authority of the City of Grand Island, Nebraska, hereby pass and adopt this Resolution and is in force this 1st day of March, 2006.

COMMUNITY REDEVELOPMENT AUTHORITY  
OF THE CITY OF GRAND ISLAND, NEBRASKA

Chair \_\_\_\_\_

ATTEST:

Secretary \_\_\_\_\_

**EXHIBIT A**  
**REDEVELOPMENT CONTRACT**

## REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the Community Redevelopment Authority of the City of Grand Island, Nebraska (“Authority”) and Dennis W. Bruns and Ann E. Bruns, husband and wife, (“Redeveloper”), whether one or more.

### WITNESSETH:

WHEREAS, Authority is a duly organized and existing community redevelopment authority, a body politic and corporate under the law of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Contract, acting by and through its Chair or Vice Chair and Members;

WHEREAS, the City of Grand Island, Nebraska (the “City”), in furtherance of the purposes and pursuant to the provisions of Section 2 of Article VIII of the Nebraska Constitution and Sections 18-2101 to 18-2154, Reissue Revised Statutes of Nebraska, 1999, as amended (collectively the “Act”), has adopted a Redevelopment Plan for a blighted and substandard area designated by the City; and

WHEREAS, Authority and Redeveloper desire to enter into this Redevelopment Contract for acquisition and redevelopment of the redevelopment area;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Authority and Redeveloper do hereby covenant, agree and bind themselves as follows:

### ARTICLE I

#### DEFINITIONS AND INTREPRETATION

##### Section 1.01 Terms Defined in this Redevelopment Contract.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Contract, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

“Act” means Section 12 of Article VIII of the Nebraska Constitution, Sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, 1943, as amended, and acts amendatory thereof and supplemental thereto.

“City” means the City of Grand Island, Nebraska.

“Completion” means substantial completion of the Project as described on the attached Exhibit B.

“Governing Body” means the Mayor and City Council of the City, of Grand Island, Nebraska.

“Premises” or “Redevelopment Area” means all that certain real property situated in the City of Grand Island, Hall County, Nebraska, more particularly described as Exhibit A attached hereto and incorporated herein by this reference.

“Project” means the improvements to the Premises, as further described in Exhibit B attached hereto and incorporated herein by reference.

“Project Costs” means only costs or expenses incurred by Redeveloper to acquire, construct and equip the Project pursuant to the Act as identified on Exhibit C.

“Redevelopment Contract” means this redevelopment contract between Authority and Redeveloper dated \_\_\_\_\_, 2006, with respect to the Project.

“Redevelopment Plan” means the Redevelopment Plan for Area No. 5, prepared by the Authority and approved by the City pursuant to the Act, as amended from time to time.

“Resolution” means the Resolution of the Authority dated March 1, 2006, as supplemented from time to time, approving this Redevelopment Contract.

“TIF” Revenues” means incremental ad valorem taxes generated by the Project which are allocated to and paid to the Authority pursuant to the Act.

## ARTICLE II

### REPRESENTATIONS

#### Section 2.01 Representations by Authority.

Authority makes the following representations and findings;

(a) Authority is a duly organized and validly existing community redevelopment authority under the Act.

(b) The Redevelopment Plan has been duly approved and adopted by the City pursuant to Section 18-2116 and 18-2117 of the Act.

(c) The Authority deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper as specified herein.

(d) The Redevelopment Project will achieve the public purposes of the Act by, among other things, increasing employment, improving public infrastructure, increasing the tax base, and lessening conditions of blight and substandard in the Redevelopment Area.

## Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

(a) The Redeveloper is a Nebraska resident having the power to enter into this Redevelopment Contract and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Contract.

(b) The execution and delivery of the Redevelopment Contract and the consummation of the transactions therein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Contract or, except as disclosed in writing to the Authority, as to any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

(d) Any financial statements of the Redeveloper delivered to the Authority prior to the date hereof are true and correct in all respects and fairly present the financial condition of the Redeveloper and the Project as of the dates thereof; no materially adverse change has occurred in the financial condition reflected therein since the respective dates thereof; and no additional borrowings have been made by the Redeveloper since the date thereof except in the ordinary course of business, other than the borrowing contemplated hereby or borrowings disclosed to or approved by the Authority.

## ARTICLE III

### OBLIGATIONS OF THE AUTHORITY

## Section 3.01 Division of Taxes

In accordance with Section 18-2147 of the Act, the Authority hereby amends the Redevelopment Plan of the Authority by providing that any ad valorem tax on real property in the Project for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as provided in Section 18-2147 of the Act. The effective date of this provision shall be April 1, 2006.

### Section 3.02 TIF Pledge of Revenues.

Authority shall not incur TIF indebtedness in the form of a principal amount bearing interest but, rather, hereby pledges to the Redeveloper and its Lender that the Authority will pay, semi-annually, the TIF Revenues to Redeveloper's Lender as additional security for the payment of the indebtedness incurred by Redeveloper for funding the Redevelopment Project.

### Section 3.03 Payment.

Authority will pay to Redeveloper's Lender the proceeds of the TIF Revenues derived from Redeveloper's semi-annual payment of ad valorem taxes on the real property included in the Redevelopment Project. If such real estate taxes are not paid by Redeveloper, no TIF Revenues will be generated to enable the Authority to pay TIF Revenues to the Redeveloper.

### Section 3.04 Creation of Fund.

Authority will create a special fund to collect and hold the TIF Revenues. Such special fund shall be used for no purpose other than to pay TIF Revenues pursuant to Sections 3.02 and 3.03 above.

## ARTICLE IV

### OBLIGATIONS OF REDEVELOPER

#### Section 4.01 Construction of Project; Insurance

(a) Redeveloper will complete the Project and install all equipment necessary to operate the Project. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Project. Until construction of the Project has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the Authority as to the actual progress of Redeveloper with respect to construction of the Project. Promptly after completion by the Redeveloper of the Project, the Redeveloper shall furnish to the Authority a Certificate of Completion. The certification by the Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Contract with respect to the obligations of Redeveloper and its successors and assigns to construct the Project.

(b) Any contractor chosen by the Redeveloper or the Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations and a penal bond as required by the Act. The Authority and the Redeveloper shall be named as additional insureds. Any contractor chosen by the Redeveloper or the Redeveloper itself, as an

owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage shall include "All Risk" insurance for physical loss or damage. The contractor or the Redeveloper, as the case may be, shall furnish the Authority with a Certificate of Insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the Authority prior written notice in the event of cancellation of or material change in any of the policies.

#### Sections 4.02 Reserved.

#### Section 4.03 Redeveloper to Operate Project.

Except as provided in Section 4.08 hereof, Redeveloper will operate the Project for not less than 15 years from the effective date of the provision specified in Section 3.01 of this Redevelopment Contract.

#### Section 4.04 Authority Costs.

Redeveloper shall pay to Authority on the date of execution of this Redevelopment Contract, the sum of \$1,000.00 to reimburse the Authority for its fees incurred in connection with this Redevelopment Contract.

#### Section 4.05 No Discrimination.

Redeveloper agrees and covenants for itself, its successors and assigns that as long as this Redevelopment Contract is in effect, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

#### Section 4.06 Pay Real Estate Taxes.

Redeveloper intends to create a taxable real property valuation of the Project of \$436,001.00 no later than as of January 1, 2007. During the term of this contract, Redeveloper will (1) not protest a real estate property valuation on the Premises of \$497,960.00 or less after substantial completion or occupancy; (2) not convey the Premises or structures thereon to any

entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes; and (3) cause all real estate taxes and assessments levied on the Premises to be paid prior to the time such become delinquent.

Section 4.07 Reserved.

Section 4.08 No Assignment or Conveyance.

Redeveloper shall not convey, assign or transfer the Premises, the Project or any interest therein prior to the termination of the 15 year period commencing on the effective date specified in Section 3.01 hereof, without the prior written consent of the Authority, which shall not be unreasonably withheld and which the Authority may make subject to any terms or conditions it deems appropriate, except for the following conveyances, which shall be permitted without consent of Authority:

- (a) any conveyance as security for indebtedness (i) previously incurred by Redeveloper or incurred by Redeveloper after the effective date for Project Costs or any subsequent physical improvements to the premises with the outstanding principal amount of all such indebtedness (whether incurred prior to or after the effective date of this Agreement) secured by the Premises (ii) any additional or subsequent conveyance as security for indebtedness incurred by Redeveloper for Project Costs or any subsequent physical improvements to the premises provided that any such conveyance shall be subject to the obligations of the Redeveloper pursuant to this Redevelopment Contract;
- (b) if Redeveloper is an individual, any conveyance to Redeveloper's spouse, or to Redeveloper's spouse or issue pursuant to bequest or the laws of intestacy upon the death of Redeveloper;
- (c) any conveyance to a limited partnership or limited liability company so long as Redeveloper is general partner or manager of the entity.

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

Redeveloper shall pay all Project Costs, and prior to commencing Redeveloper shall provide Authority with evidence satisfactory to the Authority that private funds have been committed to the Redevelopment Project in amounts sufficient to complete the Redevelopment Project.



Section 5.02 Encumbrances.

Redeveloper shall not create any lien, encumbrance or mortgage on the Project or the Premises except encumbrances which secure indebtedness incurred to acquire, construct and equip the Project or for any other physical improvements to the Premises.

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of Authority and Redeveloper.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Contract or any of its terms or conditions, by either party hereto or any successor such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Contract shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Contract, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations.

Section 6.02 Additional Remedies of Authority.

In the event that:

(a) The Redeveloper, or successor in interest, shall fail to complete the construction of the Project on or before January 1, 2007, or shall abandon construction work for any period of 90 days;

(b) The Redeveloper, or successor in interest, shall fail to pay real estate taxes or assessments on the Premises or any part thereof when due, and such taxes or assessments shall not have been paid, or provisions satisfactory to the Authority made for such payment within 30 days following written notice from Authority; or

(c) There is, in violation of Section 4.08 of this Redevelopment Contract, transfer of the Premises or any part thereof, and such failure or action by the Redeveloper has not been cured within 30 days following written notice from Authority, then the Redeveloper shall be in default of this Redevelopment Contract.

In the event of such failure to perform, breach or default occurs and is not cured in the period herein provided, the parties agree that the damages caused to the Authority would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the unpaid TIF payment remaining pursuant to Section 3.03 of this Redevelopment Contract plus interest as provided herein (the "Liquidated Damages Amount"). The Liquidated Damages Amount shall be paid by Redeveloper to Authority within 30 days of demand from Authority.

Interest shall accrue on the Liquidated Damages Amount at the rate of one percent (1%) over the prime rate as published and modified in the Wall Street Journal from time to time and interest shall commence from the date that the Authority gives notice to the Redeveloper demanding payment.

Payment of the Liquidated Damages Amount shall not relieve Redeveloper of its obligation to pay real estate taxes or assessments with respect to the Project.

#### Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

In the event the Redeveloper fails to perform any other provisions of this Redevelopment Contract (other than those specific provisions contained in Section 6.02), the Redeveloper shall be in default. In such an instance, the Authority may seek to enforce the terms of this Redevelopment Contract or exercise any other remedies that may be provided in this Redevelopment Contract or by applicable law; provided, however, that the default covered by this Section shall not give rise to a right of rescission or termination of this Redevelopment Contract, and shall not be covered by the Liquidated Damages Amount.

#### Section 6.04 Enforced Delay Beyond Party's Control.

For the purposes of any of the provisions of this Redevelopment Contract, neither the Authority nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the conveyance or preparation of the Premises for redevelopment, or the beginning and completion of the construction of the Project, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes; it being the purpose and intent of this provision that in the event of this occurrence of any such enforced delay, the time

or times for performance of the obligations of the Authority or of the Redeveloper with respect to construction of the Project, as the case may be, shall be extended for the period of the enforced delay: Provided, that the party seeking the benefit of the provisions of this section shall, within thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and requested an extension for the period of the enforced delay.

Section 6.05 Limitation of Liability; Indemnification.

Notwithstanding anything in this Article VI or this Redevelopment Contract to the contrary, neither Authority, City, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. The obligation of the Authority shall be limited solely to the TIF Revenues pledged as security for the Redeveloper's financing. Specifically, but without limitation, neither City nor Authority shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. The Redeveloper releases the Authority and the City from, agrees that the Authority and the City shall not be liable for, and agrees to indemnify and hold the Authority and the City harmless from any liability for any loss or damage to property or any injury to or death of any persons that may be occasioned by any cause whatsoever pertaining to the Project.

The Redeveloper will indemnify and hold each of the Authority and the City and their directors, officers, agents, employees and members of their governing bodies free and harmless from any loss, claim, damage, demand, tax, penalty, liability disbursement, expense, including litigation expenses, attorneys' fees and expenses, or court costs arising out of any damage or injury, actual or claimed, of whatsoever kind or character, to property (including loss of use thereof) or persons, occurring or allegedly occurring in, on or about the Project during the term of this Redevelopment Contract or arising out of any action or inaction of Redeveloper, injury, actual or claimed, of whatsoever kind or character, to property (including loss of use thereof) or persons, occurring or allegedly occurring in, on or about the Project during the term of this Redevelopment Contract or arising out of any action or inaction of Redeveloper, whether or not related to the Project, or resulting from or in any way related to the enforcement of this Redevelopment Contract or any other cause pertaining to the Project.

ARTICLE VII  
MISCELLANEOUS

Section 7.01 Notice Recording.

A notice memorandum of this Redevelopment Contract shall be recorded with the County Register of Deeds in which the Premises is located.

Section 7.02 Governing Law.

This Redevelopment Contract shall be governed by the laws of the State of Nebraska, including but not limited to the Act.

Section 7.03 Binding Effect; Amendment.

This Redevelopment Contract shall be binding on the parties hereto and their respective heirs, personal representatives, devisees, successors and assigns. This Redevelopment Contract shall run with the Premises. The Redevelopment Contract shall not be amended except by a writing signed by the party to be bound.

IN WITNESS WHEREOF, Authority and Redeveloper have signed this Redevelopment Contract as of the date and year first above written.

ATTEST:

COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF  
GRAND ISLAND, NEBRASKA

\_\_\_\_\_

By: \_\_\_\_\_  
Its Chair

STATE OF NEBRASKA     )  
                                      )ss.  
COUNTY OF HALL        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by Barry G. Sandstrom and Chad Nabity, Chair and Secretary, respectively, of the Community Redevelopment Authority of the City of Grand Island, Nebraska, on behalf of the Authority.

(SEAL)

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

STATE OF NEBRASKA     )  
                                      )ss.  
COUNTY OF HALL         )

                  The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2006 by Dennis W. Bruns and Ann E. Bruns, husband and wife.

(SEAL)

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

## EXHIBIT A

### DESCRIPTION OF PREMISES

Lot Two (2) Bruns Subdivision, in the City of Grand Island, Hall County, Nebraska.

## EXHIBIT B

### DESCRIPTION OF PROJECT

Construction of an approximately 4,704 square feet one story wood and brick building located on a .5 acre site to be utilized primarily for pet boarding and daycare plus grooming and training.

EXHIBIT C  
(Estimated)

1.     Construction Costs:

A. Renovation or Building Costs:	\$325,000.00
B. On-Site Improvements:	\$ 25,000.00

2.     Soft Costs:

A. Architectural & Engineering Fees:	\$ <u>NA</u>
B. Financing Fees:	\$ <u>2,500.00</u>
C. Legal/Developer/Audit Fees:	\$ <u>2,500.00</u>
D. Contingency Reserves:	\$ <u>NA</u>
E. Other (Please Specify)	\$
<b>TOTAL</b>	<b>\$354,500.00</b>





# City of Grand Island

Tuesday, March 07, 2006

Special/Council Session

## Item E9

**Public Hearing on Change of Zoning for Land Proposed for  
Platting as Copper Creek Subdivision Located South of Old Potash  
Hwy and East of Englemand Road from TA Transitional Ag to R2  
Low Density Residential**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** March 7, 2006

**Subject:** Change of Zoning – Copper Creek Subdivision

**Item #'s:** E-9 & F-2

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

## **Background**

This application proposes to change the zoning on a tract of land proposed for platting as Copper Creek Subdivision from TA Transitional Agricultural to R2 Low Density Residential.

## **Discussion**

The developers of the Copper Creek Estates Subdivision are requesting that their property be rezoned from Transitional Agriculture to R2-Low Density Residential to accommodate their development. The preliminary plat Copper Creek Estates was approved by Council on January 10, 2006 and the lots were designed to meet the requirements of the R2 zoning district.

The Future Land Use Map from the Grand Island Comprehensive Plan shows that the Planning Commission and Council anticipated that this property would develop as low to medium density residential. The R2 zoning district is supported by the Future Land Use Map.

The approved preliminary plat for this development limits the accesses from this property to the surrounding arterial streets. This should limit traffic issues along Old Potash Highway and Engelman Road.

Drainage issues were a significant concern of neighboring property owners and people who spoke at the planning commission hearing. Staff has reviewed the photographs and video from after the storm and they show that on Friday May 13, there was very little water on this property but a substantial amount of water on the properties to the east that are not being considered for development at this time. This can be available for review by Council or concerned citizens.

The following discussions occurred at the planning commission meeting:

Commission members asked about the drainage, and city staff said they have worked on it and the preliminary plat was approved contingent upon drainage being in place for each phase before it will be given final approval.

Jim Jonak spoke, his parents live in the farmhouse on this property and he knows there is major drainage issues on this land. He said adding houses to this land will only add to the problems. He also expressed concern with the grain elevator on this property and that building a wall would only amplify the noise.

Roxy Clark spoke expressed concern with there being too much housing in Grand Island now and that the available housing was not being rented, which he said shows the City does not need any more housing.

Robert Baker said they are working directly with Public Works to fix the drainage problem to the City's specifications.

Tom Baxter said Grand Island is well overdue for a subdivision like this, his only concern is that it is in the wrong location because of drainage issues that can not be fixed. He said the water has always been there and will always be there because the land is too flat to drain.

### **Alternatives**

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

1. Approve the rezoning as presented
2. Modify the rezoning to meet the wishes of the Council
3. Table the issue

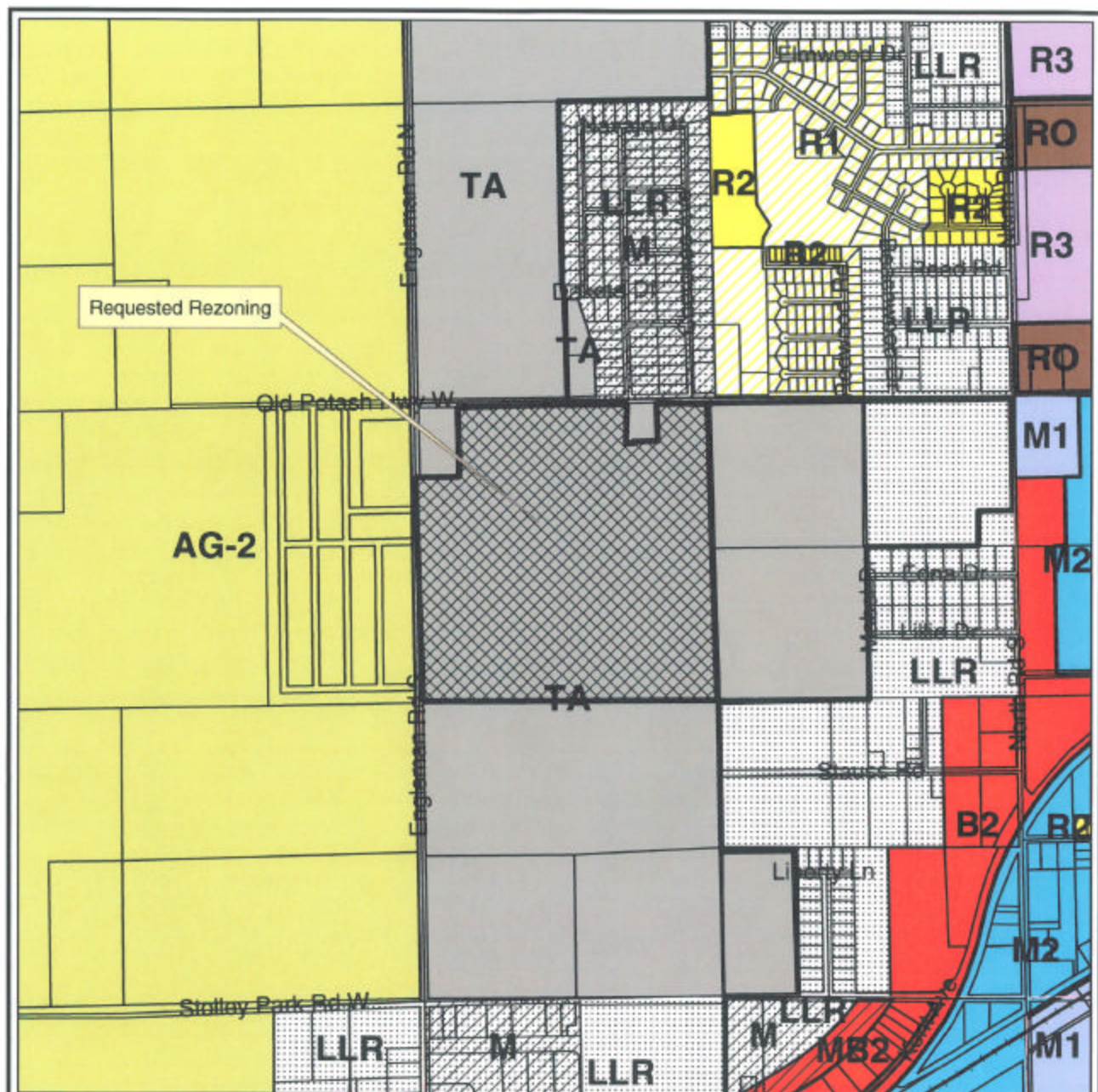
### **Recommendation**

A motion was made by Hayes 2<sup>nd</sup> by Miller to approve the rezoning as presented.


A roll call vote was taken on the motion to recommend approval with 5 members (O'Neill, Brown, Miller, Ruge, Hayes) voting in favor and 4 members (Amick, Reynolds, Niemann, Eriksen) voting against the motion.

### **Sample Motion**

Approve the rezoning for Copper Creek Subdivision as presented.



# Requested Zoning

-  From TA : Transitional Agricultural Zone
-  To R2 : Low Density Residential Zone



Scale : NONE

C-9-2006GI



THE REGIONAL PLANNING COMMISSION OF THE COUNTY OF SAN DIEGO, Board Members: Board Members and the Village of San Diego and the County of San Diego.



# **City of Grand Island**

**Tuesday, March 07, 2006**

**Special/Council Session**

## **Item E10**

### **Public Hearing on Re-Adopting the City of Grand Island Official Zoning Map**

**Staff Contact: Chad Nabity**

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** March 7, 2006

**Subject:** Re-adopt the City of Grand Island Zoning Map

**Item #'s:** E-10 & G-7

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

## **Background**

Re-adopt the City of Grand Island Zoning Map, incorporating all changes since August 1, 2004, as produced using the Hall County Geographic Information System.

## **Discussion**

At the regular meeting of the Regional Planning Commission, held February 1, 2006, the above item was considered following a public hearing. This map will be used as the official map to show zoning, the Grand Island City Limit Lines and 2 mile extraterritorial jurisdiction incorporating all annexation and zoning actions since this map became official on August 1, 2004.

Included you will find the Planning Directors report to the Planning Commission on this item with a summary of the changes since August 1, 2004.

No members of the public spoke in favor or opposed to the zoning map.

## **Alternatives**

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

1. Approve the Grand Island Zoning Map as presented
2. Modify the Grand Island Zoning Map to meet the wishes of the Council
3. Table the issue

## **Recommendation**

A motion was made by Miller 2<sup>nd</sup> by Reynolds to approve the Grand Island Zoning Map as presented.

A roll call vote was taken and the motion passed with 9 members present (Amick, Reynolds, O'Neill, Brown, Niemann, Miller, Eriksen, Ruge, Hayes) voting in favor.

**Sample Motion**

Approve the adoption of the Grand Island Zoning Map.

## Agenda Item # 14

### PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING

January 24, 2006

SUBJECT: Concerning the re-adoption of the City of Grand Island Zoning Map as produced using the Hall County Geographic Information System as the official zoning map for the City of Grand Island. (C-05-2006GI)

#### PROPOSAL:

On July 13, 2004 the Grand Island City Council approved using a map produced from the Hall County GIS as the official zoning map for the City of Grand Island based on the 2004 Comprehensive Plan for the City of Grand Island. This map was effective August 1, 2004. As a matter of course the City of Grand Island occasionally re-adopts the zoning map incorporating all changes since the last re-adoption of the entire map along with other changes as recommended by staff and the Hall County Regional Planning Commission. This will allow a newly revised and adopted copy of the map to be printed for official use by Council, staff and the general public. This hearing is being held for that purpose. This map will also serve to give notice to all parties that the Grand Island City limits and 2 mile extraterritorial jurisdiction is as shown on the map.

#### BACKGROUND:

The following chart shows the changes that have been approved by the Regional Planning Commission and the Grand Island City Council since August 1, 2004 including proposed changes through February 28th 2006.

Id	ORDINANCE	CHANGE	LEGAL	CASE
1	8975	TA to R1, R2, B2, RO	Northview Subdivision	C-24-2005GI
2	8943	R2 to RD	Via Milano	C-2-2005GI
3	8897	M2 to B2	Single House	C-32-2005GI
4	8998	RD to TA	E 1/2, NW 1/4 Sec. 10, 11, 9	C-28-2005GI
5	8975	TA to LLR	Tejak Sub, Sass' Sub, Sass' 2nd Sub, Garden 2nd Sub.	C-24-2005GI
6	9022	RD to Amended RD	Autumn Park Third Sub.	C-4-2006GI
7	8994	RD to B2	Crane Valley 7th	C-29-2005GI
8	Pending	TA to R2	Copper Creek Estates Sub	C-09-2006GI
9	8972	R2 to RD	Setwart Place Fourth Subdivision	C-20-2005GI
10	8999	LLR to RO	Part of S 1/2, NW 1/4 NE 1/4, Sec. 33, 11, 9	C-33-2005GI
11	9019	B2 with GCO to CD with GCO	Kings Crossing Sub.	C-2-2006GI
12	8950	TA to B2	Part of the SE 1/4, Sec. 26, 11, 9	C-06-2005GI

The changes shown on this chart are represented on the new version of the Grand Island Zoning map. A map of these changes is included.

The only addition to the City of Grand Island that will or did impact the city limits lines and/or the extraterritorial jurisdiction is Copper Creek Estates. This annexation should be completed concurrent with the adoption of this map. The Grand Island ETJ is being extended to include this additional property consistent with the policy statements for annexation in the Grand Island Comprehensive Plan. All additional property included in will be zoned A2-Secondary Agricultural District consistent with its current use and zoning according to Hall County. This property is shown on the Proposed Annexation Location Map as Attached.



The following areas approved for annexation by the Grand Island City Council since August 1, 2004. See Attached Map

ID	ORDINANCE	LEGAL	COMMENTS
1	8982	Part of S.E. 1/4, S.W. 1/4 Sec. 3, 11, 09	Capital Avenue west of Ord Line
2	8982	Part of S.E. 1/4, N.E. 1/4, Sec. 14, 11, 9 and Part of S.E. 1/4, N.E. 1/4, Sec. 14, 11, 9	Waste Water Plant Property
3	Pending	Copper Creek Estates	New Subdivision
4	8953	Preisendorf Subdivision	County Industrial Tract
5	8982	Part of S.W.1/4, S.E. 1/4, Sec. 14, 11, 9	Waste Water Plant Property
6	8982	Part of S.E. 1/4, S.E. 1/4, Sec. 22, 11, 9	Stuhr Road South of Fonner Park
7	8982	Part of N 1/4, N.E. 1/4, Sec. 1, 10, 10	Husker Hwy. South of Ponderosa
8	9013	Part of NW 1/4, NE 1/4, Sec. 33, 11, 9	Beverly Healthcare South

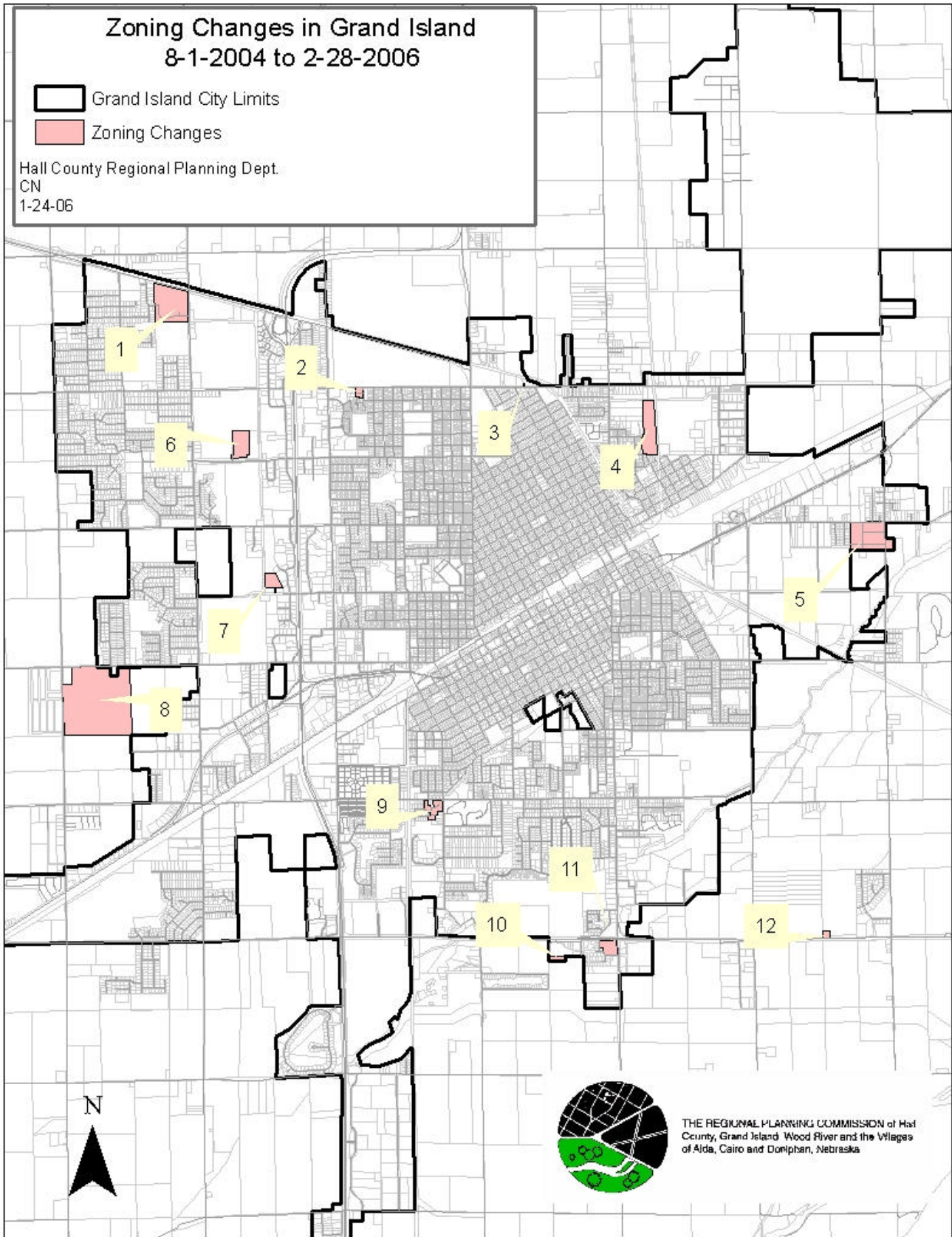
#### ANALYSIS

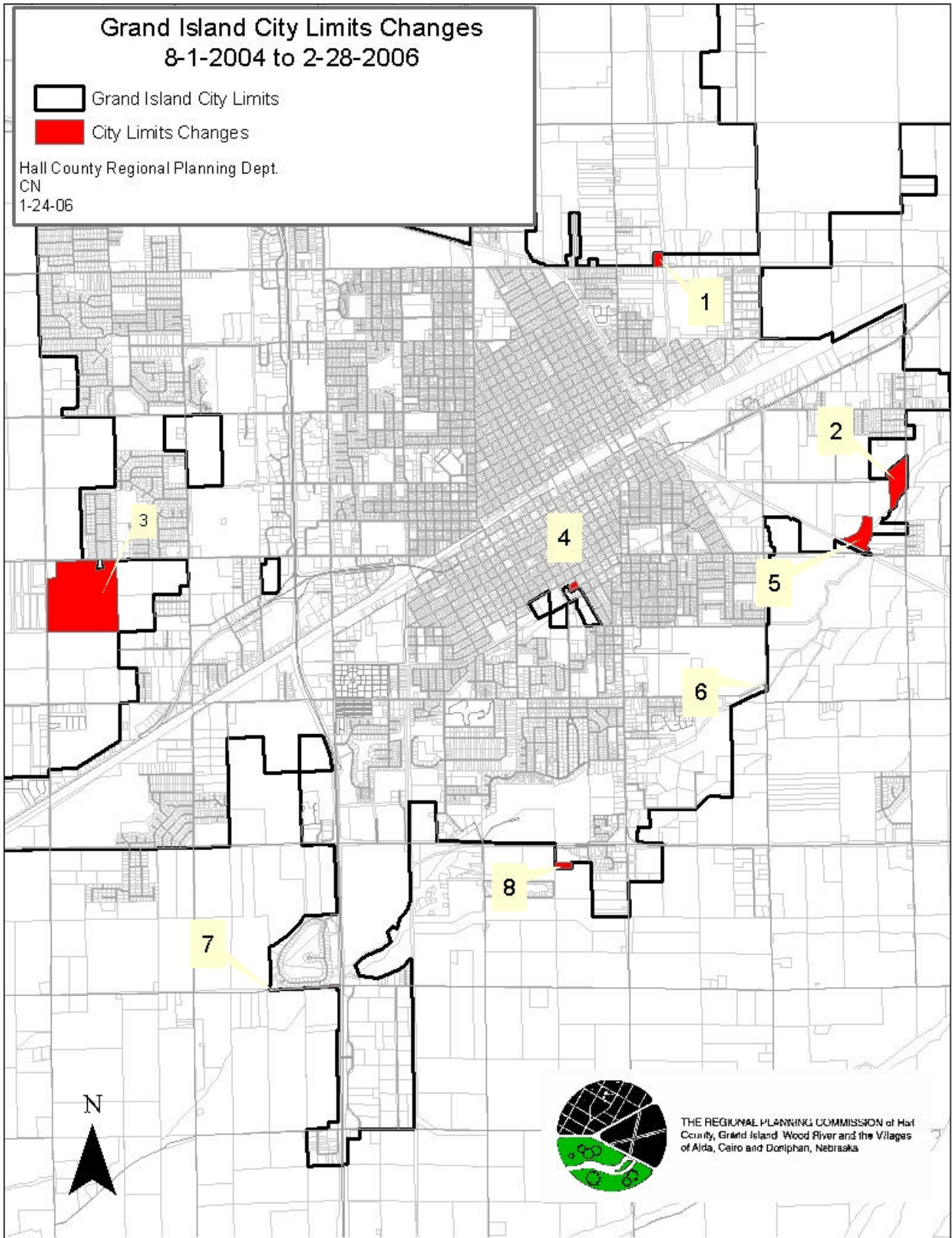
Staff is not recommending any changes to the Grand Island Zoning Map other than the one change to increase the extraterritorial jurisdiction due to the annexation of the Copper Creek Estates Development. All of the changes mentioned herein have been previously approved by the Grand Island City Council after proper notice and hearing. This map serves to notify any and all interested parties of the current boundaries of the City of Grand Island, the extents of the extraterritorial jurisdiction for the City of Grand Island and the zoning of property within the jurisdiction of the City of Grand Island.

#### RECOMMENDATION:

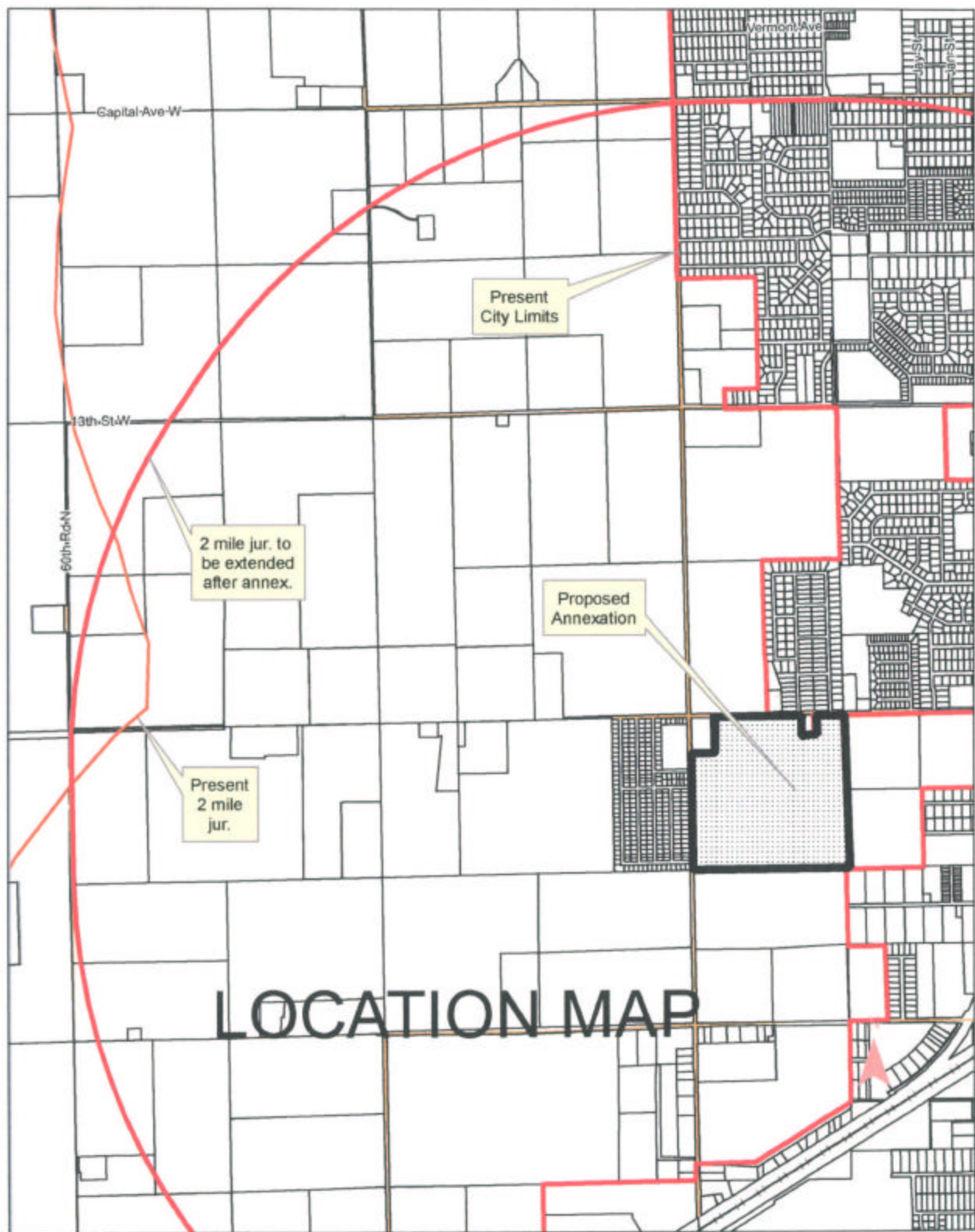
That the Regional Planning Commission recommend that the City Council of Grand Island adopt this map as presented as the official Zoning Map for the City of Grand Island.

\_\_\_\_\_ Chad Nabity AICP, Planning Director











# City of Grand Island

Tuesday, March 07, 2006

Special/Council Session

## Item F1

**#9026 - Consideration of Annexation of Property Proposed for Platting as Copper Creek Subdivision Located South of Old Potash Highway and East of Engleman Road (Final Reading)**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** February 28, 2006

**Subject:** Annexation – Copper Creek Subdivision (Third Reading)

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

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

## **Background**

Annexation of land, located in the NW ¼ 23-11-10 into the Grand Island City Limits see the attached map.

## **Discussion**

On December 7<sup>th</sup>, 2005 the Hall County Regional Planning Commission held a public hearing before considering this matter.

No members of the public testified at the hearing held by the Regional Planning Commission.

This property is adjacent to and contiguous with the Grand Island City along a portion of its northern property line.

Water is available to the property included in this annexation request. Sewer is approximately ¼ mile to the east of this project and will be extended by the developer to serve this property. This property is within the Grand Island Utilities Electrical Service District. This property is not within the Grand Island School District. Annexing these properties **will** impact the two mile extraterritorial jurisdiction of Grand Island. Proposed changes to the zoning map will be forwarded to council prior to the third reading of this ordinance as readoption of the Official Grand Island Zoning Map.

## **Alternatives**

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

1. Approve the annexation as presented
2. Modify the annexation to meet the wishes of the Council
3. Table the issue

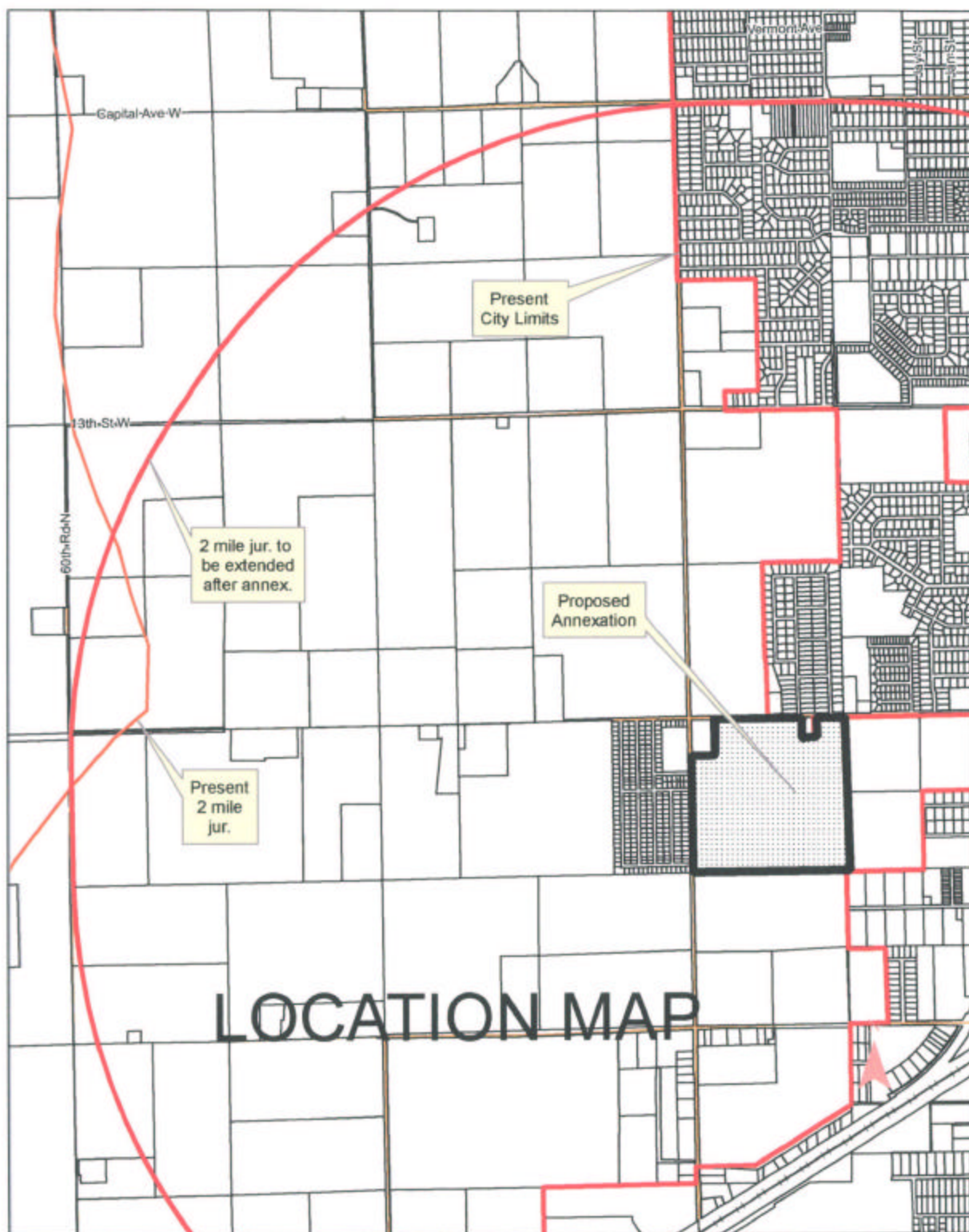
### **Recommendation**

A motion was made by Hayes 2<sup>nd</sup> by Brown to approve and recommend that the City of Grand Island **approve** this annexation and as presented.

A roll call vote was taken and the motion passed with 11 members present (Amick, Haskins, Reynolds, O'Neill, Brown, Niemann, Miller, Eriksen, Ruge, Monter, Hayes) voting in favor.

### **Sample Motion**

Approve the annexation as Submitted





\* This Space Reserved For Register of Deeds \*

### ORDINANCE NO. 9026

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land comprising the Northwest Quarter (NW1/4) of Section Twenty Three (23), Township Eleven (11) North, Range Ten (10) West of the 6<sup>th</sup> P.M. in Hall County, Nebraska; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, after public hearing on December 7, 2005, the Regional Planning Commission recommended the approval of annexing into the City of Grand Island, a tract of land comprising the Northwest Quarter (NW1/4) of Section Twenty Three (23), Township Eleven (11) North, Range Ten (10) West of the 6<sup>th</sup> P.M. in Hall County, Nebraska, excepting therefrom:

1. All of M and M Subdivision, located in part of the Northwest Quarter of the Northwest Quarter (NW1/4, NW1/4) of Section Twenty Three (23), Township Eleven (11) North, Range Ten (10) West of the 6<sup>th</sup> P.M. in Hall County, Nebraska.
2. All of Meyer's Subdivision, located in part of the Northeast Quarter of the Northwest Quarter (NE1/4, NW1/4) of Section Twenty Three (23), Township Eleven (11) North, Range Ten (10) West of the 6<sup>th</sup> P.M. in Hall County, Nebraska.

Approved as to Form	<input type="checkbox"/> _____
March 2, 2006	<input type="checkbox"/> City Attorney

ORDINANCE NO. 9026 (Cont.)

3. The easterly Thirty Five (35.0) feet of the East Half of the East Half of the Northwest Quarter (E1/2, E1/2, NW1/4) of Section Twenty Three (23), Township Eleven (11) North, Range Ten (10) West of the 6<sup>th</sup> P.M. in Hall County, Nebraska.

WHEREAS, after public hearing on January 24, 2006, the City Council of the City of Grand Island found and determined that such annexation be approved; and

WHEREAS, on January 24, 2006, the City Council of the City of Grand Island approved such annexation on first reading; and

WHEREAS, on February 14, 2006, the City Council of the City of Grand Island approved such annexation on second reading.

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

SECTION 1. It is hereby found and determined that:

(A) The above-described tract of land is urban or suburban in character, and that the subject property is contiguous or adjacent to the corporate limits of said City.

(B) The subject land will receive the material benefits and advantages currently provided to land within the City's corporate limits including, but not limited to police, fire, emergency services, street maintenance, and utilities services upon annexation to the City of Grand Island, Nebraska, and that City electric, water and sanitary sewer service is available, or will be made available, as provided by law.

(C) The various zoning classifications of the land shown on the Official Zoning Map of the City of Grand Island, Nebraska, are hereby confirmed.

ORDINANCE NO. 9026 (Cont.)

(D) There is unity of interest in the use of the said tract of land, lots, tracts, highways and streets (lands) with the use of land in the City, and the community convenience and welfare and in the interests of the said City will be enhanced through incorporating the subject land within the corporate limits of the City of Grand Island.

(E) The plan for extending City services adopted by the City Council by the passage and approval of Resolution No. 2005-349 is hereby approved and ratified as amended.

SECTION 2. The boundaries of the City of Grand Island, Nebraska, be and are hereby extended to include within the corporate limits of the said City the contiguous and adjacent tract of land located within the boundaries described above.

SECTION 3. The subject tract of land is hereby annexed to the City of Grand Island, Hall County, Nebraska, and said land and the persons thereon shall thereafter be subject to all rules, regulations, ordinances, taxes and all other burdens and benefits of other persons and territory included within the City of Grand Island, Nebraska.

SECTION 4. The owners of the land so brought within the corporate limits of the City of Grand Island, Nebraska, are hereby compelled to continue with the streets, alleys, easements, and public rights-of-way that are presently platted and laid out in and through said real estate in conformity with and continuous with the streets, alleys, easements and public rights-of-way of the City.

SECTION 5. That a certified copy of this Ordinance shall be recorded in the office of the Register of Deeds of Hall County, Nebraska and indexed against the tracts of land.

SECTION 6. Upon taking effect of this Ordinance, the services of said City shall be furnished to the lands and persons thereon as provided by law, in accordance with the Plan for Extension of City Services adopted by herein.

ORDINANCE NO. 9026 (Cont.)

SECTION 7. That all ordinances and resolutions or parts thereof in conflict herewith are hereby repealed.

SECTION 8. This ordinance shall be in full force and effect from and after its passage, approval and publication, in pamphlet form, as provided by law.

Enacted: March 7, 2006.

---

Jay Vavricek, Mayor

Attest:

---

RaNae Edwards, City Clerka



# City of Grand Island

Tuesday, March 07, 2006

Special/Council Session

## Item F2

**#9033 - Consideration of Change of Zoning for Land Proposed for Platting as Copper Creek Subdivision Located South of Old Potash Hwy and East of Englemand Road from TA Transitional Ag to R2 Low Density Residential**

*This item relates to the aforementioned Public Hearing Item E-9.*

Staff Contact: Chad Nabity

ORDINANCE NO. 9033

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land comprising of a part of the Northwest Quarter (NW1/4) of Section 23, Township 11 North, Range 10 West of the 6<sup>th</sup> P.M. in Hall County, Nebraska, from TA-Transitional Agricultural Zone to R2-Low Density Residential Zone; directing the such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; amending the provisions of Section 36-44; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on February 1, 2006, held a public hearing and made a recommendation on the proposed zoning of such area; and

WHEREAS, notice as required by Section 19-923, R.R.S. 1943, has been given to the Boards of Education of the school districts in Hall County, Nebraska; and

WHEREAS, after public hearing on March 7, 2006, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned and reclassified and changed from TA-Transitional Agricultural Zone to R2-Low Density Residential Zone:

A tract of land comprising the Northwest Quarter (NW1/4) of Section Twenty Three (23), Township Eleven (11) North, Range Ten (10) West of the 6<sup>th</sup> P.M. in Hall County, Nebraska, EXCEPTING THEREFROM the following:

1. All of M and M Subdivision, located in part of the Northwest Quarter of the Northwest Quarter (NW1/4, NW1/4) of Section Twenty Three (23), Township Eleven (11) North, Range Ten (10) West of the 6<sup>th</sup> P.M. in Hall County, Nebraska.

ORDINANCE NO. 9033 (Cont.)

2. All of Meyer's Subdivision, located in part of the Northeast Quarter of the Northwest Quarter (NE1/4, NW1/4) of Section Twenty Three (23), Township Eleven (11) North, Range Ten (10) West of the 6<sup>th</sup> P.M. in Hall County, Nebraska.
3. The easterly Thirty Five (35.0) feet of the East Half of the East Half of the Northwest Quarter (E1/2, E1/2, NW1/4) of Section Twenty Three (23), Township Eleven (11) North, Range Ten (10) West of the 6<sup>th</sup> P.M. in Hall County, Nebraska.

Said rezoned tract of land contains approximately 149.6 acres.

SECTION 2. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-51 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

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

Enacted: March 7, 2006.

---

Jay Vavricek, Mayor

Attest:

---

RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, March 07, 2006**

**Special/Council Session**

## **Item F3**

**#9034 - Consideration of Amendments to Chapter 18 of the City Code Relative to Examining Board; Membership; and Duties**

**Staff Contact: Craig Lewis**



# **Council Agenda Memo**

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

**Meeting:** March 7, 2006

**Subject:** Gas Fitters Examining Board

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

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

## **Background**

At the last meeting of the Gas Fitters Examining Board on February 8, 2006, increasing the membership on that board from four to seven was discussed and approved. That action brings this request for Council approval to increase the number of members on the Examining Board.

## **Discussion**

The Gas Fitters Examining Board is responsible for establishing standards and procedures for the qualifications, examination and licensing of master and journeyman gas fitters and shall issue the appropriate license. As this board meets to establish procedures and review applications for testing it has at times become difficult to obtain a quorum and conduct business, with the increase in membership it will become less of a burden for the members to always be present. Additionally the Board has decided to actively pursue the adoption of a Mechanical Code and the additional membership will allow for increased involvement from the heating and air conditioning industry.

## **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 ordinance #\_\_\_\_\_.

## **Sample Motion**

Motion to approve ordinance #\_\_\_\_\_.

ORDINANCE NO. 9034

An ordinance to amend Chapter 18 of the Grand Island City Code; to amend Section 18-6 pertaining to gas fitters' examining board; to repeal Section 18-6 as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 18-6 of the Grand Island City Code is hereby amended to read as follows:

**§18-6. Examining Board; Membership Duties**

There is hereby created an examining board for gas fitters which shall consist of seven members appointed annually by the Mayor and approved by a majority of the city council. The seven members shall consist of the following:

- (1) The Chief Building Official, or his/her designee
- (2) One member from the local gas company
- (3) One contracting master gas fitter
- (4) One member from the community
- (5) Three members which shall be either master gas fitters or journeyman gas fitters

Four members shall constitute a quorum. Duties of the board shall be to establish standards and procedures for the qualifications, examination, and licensing of master and journeymen Gas Fitters and shall issue the appropriate license to each person who meets the qualifications thereof and successfully passes the examination given by the Examining Board.

The duly appointed Examining Board shall act as a Board of Appeals for any appeal arising from actions of the Chief Building Official or his authorized representative as it relates to issues in this chapter of the city code.

~~There is hereby created an examining board for gas fitters which shall be comprised of the chief building official, gas inspector, two appointees from the local heating trades group, and one member from the gas company, all to be selected by the chief building official and approved by the Council. One of such appointees shall be a regularly licensed master plumber, and one shall be a gas fitter duly authorized and licensed to install central heating hot air furnaces or other gas burning equipment.~~

SECTION 2. Section 18-6 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

ORDINANCE NO. 9034 (Cont.)

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

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

Enacted: March 7, 2006.

---

Jay Vavricek, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, March 07, 2006

Special/Council Session

## Item G1

**Receipt of Official Document - Resolution from Merrick County  
Board Requesting Creation of Interjurisdictional Planning  
Commission**

Staff Contact: Doug Walker

# **Council Agenda Memo**

**From:** Douglas R. Walker, City Attorney

**Meeting:** March 7, 2006

**Subject:** Receipt of Merrick County Board of Supervisors  
Requesting Creation of Inter-Jurisdictional Planning  
Commission

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

**Presenter(s):** Douglas R. Walker, City Attorney

## **Background**

The city has received a resolution from the Merrick County Supervisors requesting the formation of an inter-jurisdictional planning commission between Merrick County and the City of Grand Island. An inter-jurisdictional planning commission may be established when a municipality has extraterritorial zoning jurisdiction outside of the city limits in another county that is not the county where that municipality is located.

## **Discussion**

Merrick County has sent a formal resolution to the City of Grand Island requesting the formation of an inter-jurisdictional planning commission which would have authority over that portion of Grand Island's zoning jurisdiction which lies within Merrick County. The city is required by Neb. Rev. Stat., §19-930 to participate with Merrick County in establishing an inter-jurisdictional planning commission since it has passed a formal resolution. Section 19-930(2) requires the governmental entity (Merrick County) requesting the formation to forward a copy of their resolution to the other jurisdiction (Grand Island) which is required by statute to formally acknowledge the resolution. This will be the first step in the process of establishing an inter-jurisdictional planning commission.

## **Alternatives**

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

1. Acknowledge receipt of the resolution from Merrick County.

2. Table the issue.

### **Recommendation**

City Administration recommends that the Council acknowledge that it has received the resolution from Merrick County.

### **Sample Motion**

Motion to acknowledge the resolution 2006-003 from Merrick County requesting an inter-jurisdictional planning commission be established.

**RESOLUTION - 2006-003**

BE IT RESOLVED by the County Board of Supervisors of Merrick County, Nebraska that pursuant to Section 19-930 of the Statutes of Nebraska, Merrick County does by this resolution request the formation of an inter-jurisdictional planning commission between Merrick County, Nebraska and the City of Grand Island, Nebraska, for that portion of the City of Grand Island zoning jurisdiction located in Merrick County, Nebraska and to exercise said jurisdiction as set forth by Nebraska Statute.

Dated this 14<sup>th</sup> day of February, 2006.

*Norman Schuett*  
Chair, Merrick County Board of Supervisors

ATTEST:

*Brian K. Blochmeier*  
County Clerk



Receipt of this Resolution was formally acknowledged this 27 day of February, 2006.

CITY OF GRAND ISLAND, NEBRASKA

By: *Ra Dee Edwards*





# **City of Grand Island**

**Tuesday, March 07, 2006**

**Special/Council Session**

## **Item G2**

**Approving Minutes of February 28, 2006 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**

## OFFICIAL PROCEEDINGS

### CITY OF GRAND ISLAND, NEBRASKA

#### MINUTES OF CITY COUNCIL REGULAR MEETING

February 28, 2006

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 February 28, 2006. Notice of the meeting was given in the *Grand Island Independent* on February 22, 2006.

Council President Margaret Hornady called the meeting to order at 7:00 p.m. The following members were present: Councilmember's Meyer, Whitesides, Pielstick, Gilbert, Nickerson, Cornelius, Pauly, Hornady, Walker, and Haase. Mayor Vavricek was absent. The following City Officials were present: City Administrator Gary Greer, City Clerk RaNae Edwards, Finance Director David Springer, Public Works Director Steve Riehle, and City Attorney Doug Walker.

INVOCATION was given by Pastor John Hayes, Grace Baptist Church, 1115 South Vine Street followed by the PLEDGE OF ALLEGIANCE.

#### PRESENTATIONS AND PROCLAMATIONS:

Proclamation "Juror Appreciation Week" February 27 through March 3, 2006. Council President Hornady presented the proclamation "Juror Appreciation Week" proclaimed by Mayor Vavricek for the week of February 27 through March 3, 2006. District Judge James Livingston; County Court Judge Philip Martin; and Court Interpreter Constanza Meier were present to receive the proclamation and spoke about the importance of serving on a jury.

#### PUBLIC HEARINGS:

Public Hearing on Acquisition of Utility Easement Located at 1215 East Highway 30. (TLK Storage, LLC) Gary Mader, Utilities Department Director reported that acquisition of a utility easement located at 1215 East Highway 30 was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, pipes, valves, and fire hydrants. The purpose of this easement would be to provide adequate water flows for fire safety at the new Public Safety Center and jail located west of the old Luzenac building. No public testimony was heard.

#### ORDINANCES:

Doug Walker, City Attorney reported Ordinance #9026 related to the Public Hearing held on January 24, 2006 and was the second of three readings.

#9032 – Consideration of Annexation of Property Proposed for Platting as Ewoldt Addition Located South of Husker Highway and West of U.S. Highway 281. (Second Reading)

Motion by Pielstick, second by Walker to approve Ordinance #9032 on second reading. Upon roll call vote, all voted aye. Motion adopted.

CONSENT AGENDA: Consent Agenda item G-9 was pulled for discussion. Motion by Gilbert, second by Cornelius to approve the Consent Agenda. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of February 14, 2006 City Council Regular Meeting.

#2006-42 – Approving Agreement with CH2M Hill for Consulting Engineering Services for Lift Station No. 19 in an Amount not to exceed \$376,018.00.

#2006-58 – Approving Agreement with Olsson Associates for Consulting Engineering Services to Conduct a Noise Study Along Capital Avenue from Moores Creek drain to Webb Road in an Amount not to exceed \$24,975.00.

#2006-59 – Approving Bid Award for Hot-Mix Asphalt Concrete for 2006 with Gary Smith Construction Co. of Grand Island, Nebraska in an Amount of \$24.97 per ton for Type “A”, \$19.40 per ton for Type “B”, and \$23.50 per ton for Type “C” asphalt hot-mix.

#2006-60 – Approving Bid Award for Concrete Ready-Mix for 2006 with Brodsky’s Ready-Mix of Grand Island, Nebraska in an Amount of \$58.00 per cubic yard.

#2006-61 – Approving Bid Award for Concrete Pavement and Storm Sewer Repairs for 2006 with The Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$433,911.50.

#2006-62 – Approving Acquisition of Utility Easement Located at 1215 East Highway 30. (TLK Storage, LLC)

#2006-63 – Approving Agreement for Construction Occupancy Located at 1215 East Highway 30. (TLK Storage, LLC)

#2006-64 – Approving Designation of Loading Zone on Oak Street, Vine Street, and Bismark Road Adjacent to Dodge School. Steve Riehle, Public Works Director reported that a loading zone was recommended along Oak Street, Vine Street, and Bismark Road adjacent to Dodge School for the children’s safety when loading and unloading. Richard Milton, 109 East Ashton spoke in support. Discussion was had concerning loading along Bismark Road.

Motion by Whitesides, second by Meyer to approve Resolution #2006-64. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Cornelius, second by Haase to approve the Claims for the period of February 15, 2006 through February 28, 2006, for a total amount of \$1,569,727.80. Motion adopted unanimously.

ADJOURNMENT: The meeting was adjourned at 7:35 p.m.

RaNae Edwards  
City Clerk



# **City of Grand Island**

**Tuesday, March 07, 2006**

**Special/Council Session**

## **Item G3**

**Approving Request of Charles Scott Pinkham, 603 N Tower,  
Minden, Nebraska for Liquor Manager Designation for (5) Casey's  
General Stores**

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** March 7, 2006

**Subject:** Request of Charles Scott Pinkham, 603 N. Tower, Minden, Nebraska for Liquor Manager Designation for Casey's General Stores

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

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

## **Background**

Charles Scott Pinkham, 603 N. Tower, Minden, Nebraska has submitted five applications with the City Clerk's Office for a Liquor Manager Designation in conjunction with the following Liquor Licenses for Casey's General Store:

Class "D"	#2707, 806 N. Eddy Street
Class "B"	#2727, 1219 West 2 <sup>nd</sup> Street
Class "B"	#2732, 4150 West U.S. Highway 30
Class "D"	#2737, 1814 N. Eddy Street
Class "B"	#2742, 2223 South Locust Street

These applications have been reviewed by the Police Department and City Clerk's Office.

## **Discussion**

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

## **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve this request for a Liquor Manager Designation with the stipulation that a state approved alcohol server/seller training program be completed.

### **Sample Motion**

Move to approve the request of Charles Scott Pinkham, 603 N. Tower, Minden, Nebraska for Liquor Manager Designation in conjunction with the five (5) Casey's General Stores Liquor Licenses with the stipulation that Mr. Pinkham complete a state approved alcohol server/seller training program..



**INTEROFFICE  
MEMORANDUM**  
*Police Department*

*Working Together for a  
Better Tomorrow. Today.*

DATE: February 10, 2006

TO: RaNae Edwards, City Clerk

FROM: Robert Falldorf, Police Captain *Robert Falldorf*

RE: Liquor License Application for Casey's #2707

The Grand Island Police Department has received a liquor license application from Casey's General Store #2707 located at 806 N Eddy Street, Grand Island, Nebraska and an application for liquor manager designation for Charles Pinkham, 603 N Tower, Minden, NE 68959 relative to the business in question.

An investigation has been completed and as a result the Grand Island Police Department has no objection to the issuance of the liquor license or the issuance of liquor manager designation to Charles Pinkham.

RLP/rkk





**INTEROFFICE  
MEMORANDUM**  
*Police Department*

*Working Together for a  
Better Tomorrow. Today.*

DATE: February 10, 2006

TO: RaNae Edwards, City Clerk

FROM: Robert Falldorf, Police Captain *Robert B. Falldorf*

RE: Liquor License Application for Casey's #2727

The Grand Island Police Department has received a liquor license application from Casey's General Store #2727 located at 1219 W 2<sup>nd</sup> Street, Grand Island, Nebraska and. an application for liquor manager designation for Charles Pinkham, 603 N Tower, Minden, NE 68959 relative to the business in question.

An investigation has been completed and as a result the Grand Island Police Department has no objection to the issuance of the liquor license or the issuance of liquor manager designation to Charles Pinkham.

RLP/rkk



**INTEROFFICE  
MEMORANDUM**  
*Police Department*

*Working Together for a  
Better Tomorrow. Today.*

**DATE:** February 21, 2006

**TO:** RaNae Edwards, City Clerk

**FROM:** Robert Falldorf, Captain, Police *Robert B. Falldorf*

**RE:** Liquor Manager Designation for  
Casey's General Store #2742, 2223 S Locust Street  
Casey's General Store #2737, 1814 N. Eddy Street  
Casey's General Store #2732, 4150 West US Highway 30

The Grand Island Police Department has received applications from Charles Pinkham, 603 N Tower, Minden, Nebraska requesting Liquor Manager Designation for the above three listed businesses.

Upon completion of investigation of Charles Pinkham, the Grand Island Police Department has no objections to the issuance of Liquor Manager Designation to Mr. Pinkham.

RBP/rkk



# **City of Grand Island**

**Tuesday, March 07, 2006**

**Special/Council Session**

## **Item G4**

**Approving Request of Silvia Perez Cevantes, 411 East 4th Street,  
Apt. 1 for Liquor Manager Designation for Tucanaso, 410 East 4th  
Street**

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** March 7, 2006

**Subject:** Request of Silvia Perez Cevantes, 411 East 4<sup>th</sup> Street, Apt. 1 for Liquor Manager Designation for Tucanoso, 410 East 4<sup>th</sup> Street

**Item #'s:** G-4

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

## **Background**

Silvia Perez Cevantes, 411 East 4<sup>th</sup> Street has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with the Class "C-71365" Liquor License for Tucanoso, 410 East 4<sup>th</sup> Street. This application has been reviewed by the Police Department and City Clerk's Office.

## **Discussion**

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

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve this request for a Liquor Manager Designation contingent upon the liquor license approval for Tucanasco and the stipulation that Ms. Perez Cevantes complete a state approved alcohol server/seller training program.

## **Sample Motion**

Contingent upon the liquor license approval for Tucanasco move to approve the request of Silvia Perez Cevantes, 411 East 4<sup>th</sup> Street, Apt. 1 for Liquor Manager Designation in conjunction with the Class "C-71365" Liquor License with the stipulation that Ms. Perez Cevantes complete a state approved alcohol server/seller training program.



**INTEROFFICE  
MEMORANDUM**  
*Police Department*

*Working Together for a  
Better Tomorrow. Today.*

**DATE:** March 2, 2006

**TO:** RaNae Edwards, City Clerk

**FROM:** Robert Falldorf, Captain, Police Department

**RE:** Request for Liquor Manager Designation - Silvia Perez Cervantes – Tucanaso, 410 E. 4<sup>th</sup> Street,  
Grand Island, Nebraska

The Grand Island Police Department has received a request for Liquor Manager designation from Silvia Perez Cervantes for Tucanaso, 410 East 4<sup>th</sup> Street, Grand Island, Nebraska.

I recommend that this application be denied or stipulations as to spouse's non-participation in the business as listed in my investigative report.

RF/sjs



# City of Grand Island

Tuesday, March 07, 2006

Special/Council Session

## Item G5

**#2006-65 - Approving Final Plat and Subdivision Agreement for  
Copper Creek Subdivision**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission  
**Meeting:** March 7, 2006  
**Subject:** Copper Creek Subdivision - Final Plat  
**Item #'s:** G-5  
**Presenter(s):** Chad Nabity AICP, Regional Planning Director

## **Background**

This subdivision proposes to create 97 lots on a parcel of land in the NW ¼ 23-11-10. This land consists of approximately 25.993 acres.

## **Discussion**

This is the first phase of the Copper Creek Development. The preliminary plat was approved at council on January 10, 2006. The preliminary plat was approved pending rezoning of this property and subject to a drainage plan that shows no increase in the flows from this property based on the development to be approved.

The developer has submitted a drainage plan that limits the post development drainage from this property to the same levels as currently drain from the property. The Grand Island Public Works department has reviewed the plans and feels they are adequate to control runoff from this property.

Based on concerns for drainage on this property after the storms in May, staff has reviewed the photographs and video from after the storm and they show that on Friday May 13, there was very little water on this property but a substantial amount of water on the properties to the east that are not being considered for development at this time.

Council will consider the rezoning of this property at this same meeting prior to consideration of the final plat. If the rezoning is approved the plat should be approved.

## **Alternatives**

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



1. Approve the final plat as presented
2. Modify the final plat to meet the wishes of the Council
3. Table the issue

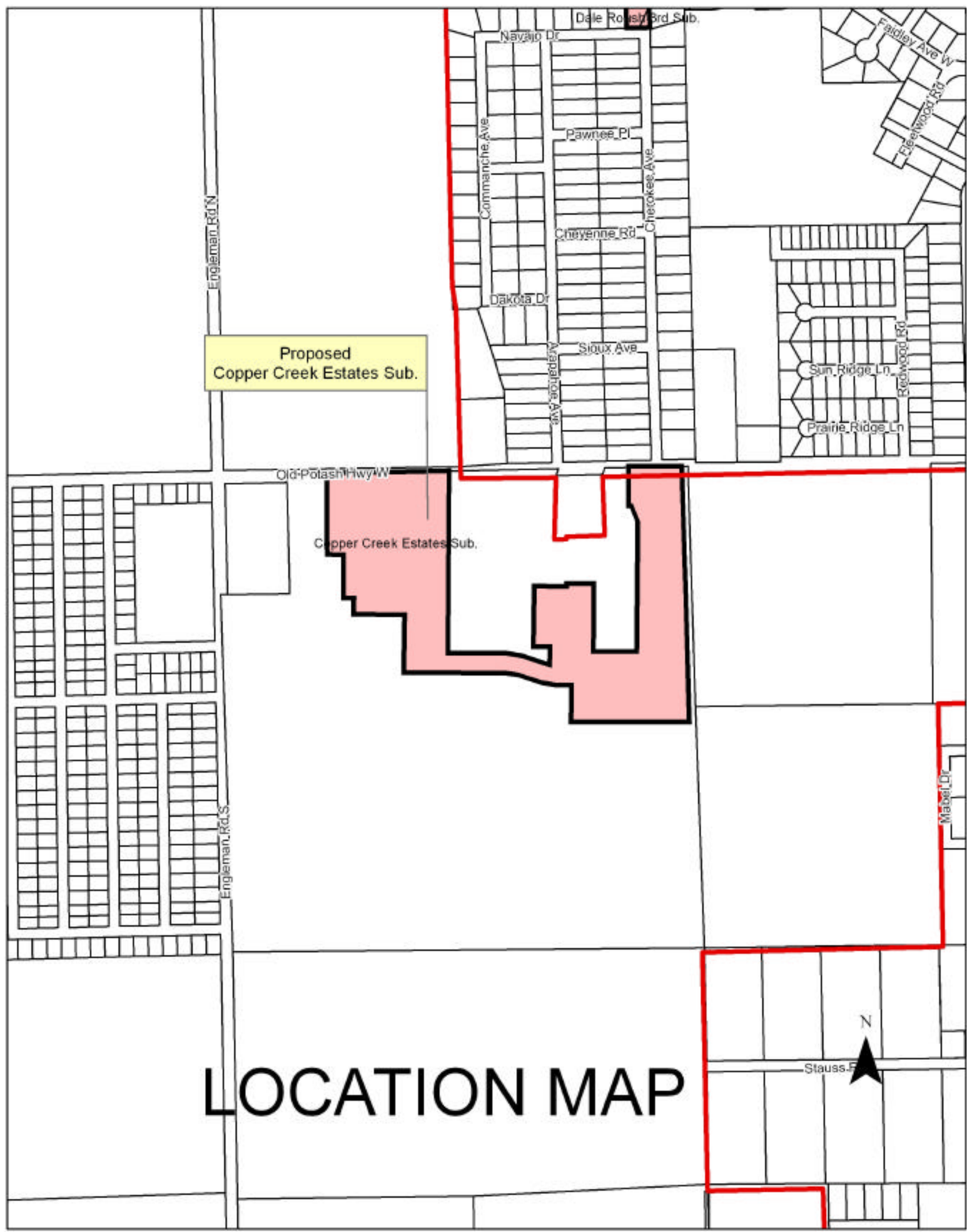
### **Recommendation**

A motion was made by Brown 2<sup>nd</sup> by Miller to approve the final plat as presented.

A roll call vote was taken on the motion to recommend approval with 5 members (O'Neill, Brown, Miller, Ruge, Hayes) voting in favor and 4 members (Amick, Reynolds, Niemann, Eriksen) voting against the motion.

### **Sample Motion**

Approve the Final Plat for Copper Creek Subdivision as presented.



RESOLUTION 2006-65

WHEREAS, Copper Creek Estates, L.L.C., a limited liability company, as owner, has caused to be laid out into lots, a tract of land comprising a part of the Northwest Quarter (NW1/4) of Section Twenty Three (23), Township Eleven (11) North, Range Ten (10) West of the 6<sup>th</sup> P.M. in Hall County, Nebraska, under the name of COPPER CREEK ESTATES 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 COPPER CREEK ESTATES 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, March 7, 2006.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	☐ _____
March 2, 2006	☐ City Attorney



# City of Grand Island

Tuesday, March 07, 2006

Special/Council Session

## Item G6

**#2006-66 - Approving Redevelopment Plan for Blight and Substandard Area #5 for Ann's Pet Salon to be Located at 1303 Geddes Street**

*This item relates to the aforementioned Public Hearing Item E-8.*

Staff Contact: Chad Nabity

## RESOLUTION 2006-66

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, has determined it be desirable to undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 1997, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has previously declared Redevelopment Area No. 5 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), has prepared a Redevelopment Plan pursuant to Section 18-2111 of the Act, and recommended the Redevelopment Plan to the Planning Commission of the City; and

WHEREAS, the Planning Commission of the City reviewed the Redevelopment Plan pursuant to the Act and submitted its recommendations, to the City, pursuant to Section 18-2114 of the Act; and

WHEREAS, following consideration of the recommendations of the Authority to the Planning Commission, the recommendations of the Planning Commission to the City, and following the public hearing with respect to the Redevelopment Plan, the City approved the Plan; and

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be the construction of a building to expand an existing pet grooming business which will include additional groomers, pet daycare, and kenneling facilities to be located adjacent to the Central Nebraska Humane Society in Grand Island, Hall County, Nebraska; and

WHEREAS, the City published notices of a public hearing and mailed notices as required pursuant to Section 18-2115 of the Act and has, on the date of the Resolution held a public hearing on the proposal to amend the Redevelopment Plan to include the Redevelopment Project described above.

NOW, THEREFORE, be it resolved by the City Council of the City of Grand Island, Nebraska:

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 5 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined, based on the analysis conducted by the Authority, that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission with respect to the Redevelopment Contract.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall be April 1, 2006 as follows:
  - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
  - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.

- c. The Mayor and City Clerk are authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.
- 4. The City hereby finds and determines that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purposes of accomplishing, in accordance with the general plan for development of the City, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity; and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of a healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreation and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 7, 2006.

---

Jay Vavricek, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, March 07, 2006

Special/Council Session

## Item G7

### **#2006-67 - Approving Re-Adopting the City of Grand Island Official Zoning Map**

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

Staff Contact: Chad Nabity



RESOLUTION 2006-67

WHEREAS, the Mayor and City Council of the City of Grand Island are committed to the orderly plan necessary to accommodate future growth and transportation needs; and

WHEREAS, on July 13, 2004, by Resolution 2004-154, the City of Grand Island approved and adopted the Official Zoning Map as prepared by the firm of JEO Consulting, Inc. of Wahoo, Nebraska; and

WHEREAS, numerous changes and amendments to the Plan have been approved since its adoption; and

WHEREAS, on February 1, 2006, the Regional Planning Commission held a public hearing on such issue, and recommended approval of such updated plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island hereby approves and adopts the Official Zoning Map incorporating changes made since its adoption in 2004.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 7, 2006.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	☐ _____
March 2, 2006	☐ City Attorney



# City of Grand Island

Tuesday, March 07, 2006

Special/Council Session

## Item G8

**#2006-68 - Approving Designating US Filter, Zimpro Products as the Sole Source Provider for the Zimpro 84" Spiral Lift Screw Pump Parts; Wastewater Division**

Staff Contact: Steven P. Riehle, Public Works Director

# **Council Agenda Memo**

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

**Meeting:** March 7, 2006

**Subject:** Designating US Filter, Zimpro Products as the Sole Source Provider for the Zimpro 84" Spiral Lift Screw Pump Parts; Wastewater Division

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

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

## **Background**

The Wastewater Treatment Plant (WWTP) has three (3) Zimpro 84" Spiral Lift Screw Pumps that lift sewage at the south end of the aeration basins. Currently one pump is down for repairs. Loss of a second pump will result in violation of the NPDES permit.

On February 22, 2006 the Wastewater Division of the Public Works Department advertised for Zimpro 84" Spiral Lift Screw Pump Parts from authorized providers.

## **Discussion**

One bid was received on March 1, 2006 from US Filter, Zimpro Products of Irondale, AL in the amount of \$21,672.89. The bid was submitted in compliance with all bid specifications with no exceptions. The estimate for the parts was \$30,000.00. Zimpro Products is the manufacturer of the spiral lift screw pumps and US Filter is the company's authorized dealer.

To streamline the process on future repairs, administration is requesting that US Filter, Zimpro Products be designated as the sole source provider. This would allow the WWTP to acquire parts for future repairs from US Filter Zimpro Products.

## **Alternatives**

1. Make a motion to approve designating US Filter, Zimpro Products as the sole source provider for parts to the Zimpro 84" Spiral Lift Screw Pumps and authorize the mayor to execute a contract.

2. Refer the issue to a committee.
3. Postpone the issue to a further date.
4. Take no action on the issue.

### **Recommendation**

City Administration recommends that the Council pass a resolution designating US Filter, Zimpro Products of Irondale, AL as the sole source provider for parts for the Zimpro 84” Spiral Lift Screw Pumps.

### **Sample Motion**

Approve the designation of the sole source provider and entering into a contract with US Filter, Zimpro Products.

*Purchasing Division of Legal Department*  
**INTEROFFICE MEMORANDUM**



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** March 1, 2006 at 11:15 p.m.

**FOR:** Zimpro 84" Spiral Lift Screw Pump Parts

**DEPARTMENT:** Public Works

**ESTIMATE:** \$30,000.00

**FUND/ACCOUNT:** 53030051-85325

**PUBLICATION DATE:** February 22, 2006

**NO. POTENTIAL BIDDERS:** 1

**SUMMARY**

**Bidder:** US Filter, Zimpro Products  
Irondale, AL

**Exceptions:** None

**Bid Price:** \$21,672.89

cc: Steve Riehle, Public Works Director  
Danelle Collins, PW Admin. Assist.  
Dale Shotkoski, Purchasing Agent

Ben Thayer, Supt. of WWTP  
Gary Greer, City Administrator  
Laura Berthelsen, Legal Assistant

**P1076**

RESOLUTION 2006-68

WHEREAS, the Waste Water Treatment Plant (WWTP) has three 84 inch spiral lift screw pumps that lift sewage to the aeration basins as part of the treatment process; and

WHEREAS, all three spiral lift screw pumps are required to be operational in order to meet the permit limits; and

WHEREAS, one pump is in need of repairs; and

WHEREAS, the City of Grand Island invited sealed bids for Zimpro 84" Spiral Lift Screw Pump Parts for the WWTP, according to plans and specifications on file with the City Engineer; and

WHEREAS, on March 1, 2006, one bid was received, opened and reviewed; and

WHEREAS, US Filter / Zimpro Products of Irondale, Alabama, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$21,672.89; and

WHEREAS, Zimpro Products is the manufacturer of the pumps and US Filter is their authorized dealer; and

WHEREAS, to streamline the process for acquisition of future repair parts, it is requested that US Filter / Zimpro Products be designated as the sole source provided for such repair parts; and

WHEREAS, US Filter / Zimpro Products' bid is less than the estimate for such parts.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of US Filter / Zimpro Products of Irondale, Alabama, in the amount of \$21,672.89 for Zimpro 84" spiral lift screw pump parts for the Waste Water Treatment Plant is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that US Filter / Zimpro Products is hereby designated as the sole source provider for repair parts to the 84 inch spiral lift screw pumps at the Waste Water Treatment Plant.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 7, 2006.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	☐ _____
March 2, 2006	☐ City Attorney



# City of Grand Island

Tuesday, March 07, 2006

Special/Council Session

## Item G9

**#2006-69 - Approving Change Order No. 1 to the Contract with  
The Diamond Engineering Company for the South Locust Street  
Bridges; Northbound Lanes North of I-80**

Staff Contact: Steven P. Riehle, Public Works Director

# **Council Agenda Memo**

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

**Meeting:** March 7, 2006

**Subject:** Approving Change Order No. 1 to the Contract with The Diamond Engineering Company for the South Locust Street Bridges; Northbound Lanes North of I-80

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

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

## **Background**

On August 23, 2005 the City Council approved awarding a contract to The Diamond Engineering Company for construction of the Northbound South Locust Street Bridges. Any changes to the contract must be approved by the city council.

## **Discussion**

The Engineering Division of the Public Works Department is submitting Change Order No. 1. The change order is to raise the approach road to the elevation of the new bridges. This is an \$18,677.00 increase to the original agreement as detailed on the attached changes order.

## **Alternatives**

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

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



## **Recommendation**

City Administration recommends that the Council approve Change Order No. 1 to the contract with The Diamond Engineering Co. for construction of Northbound South Locust Street Bridges.

## **Sample Motion**

Move to approve Change Order No.1.

PROJECT NO. STPAA-2235(4), CONTROL NO. 42169  
CITY OF Grand Island  
South Locust St. Bridges over channels of Platte River/Northbound - two bridges

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

**CHANGE ORDER NO. 1**

**Date of Issuance:**

**PROJECT:** South Locust Street Bridges  
**CONTRACTOR:** Diamond Engineering

**CONTRACT DATE:**

You are directed to make the changes in the subject contract as shown on attached sheet.

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Price Prior to This Change Order .....	\$1,179,155.59
Net Increase Resulting from this Change Order.....	\$18,677
Revised Contract Price Including this Change Order.....	\$1,197,832.59
Contract Time Prior to This Change Order -Substantial Completion .....	October 15, 2006
Net Increase Resulting from This Change Order .....	None
Current Contract Time Including this Change Order -Substantial Completion.....	October 15, 2006

**Approval Recommended:**

\_\_\_\_\_  
City of Grand Island  
Owner

By \_\_\_\_\_  
Public Works Director, City of Grand Island

Date \_\_\_\_\_

**Approval Recommended:**

\_\_\_\_\_  
TranSystems, South Locust Street Bridges

By Samar Gogoi  
Samar Gogoi, Project Manager

Date 2/10/06

**The Above Change Order Accepted:**

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

Date \_\_\_\_\_

**Approved for the City of Grand Island**

\_\_\_\_\_  
Mayor

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

(See attached sheet for description of work)

PROJECT NO. STPAA-2235(4). CONTROL NO. 42169  
CITY OF Grand Island  
South Locust St. Bridges over channels of Platte River/Northbound - two bridges

**Description of Work:**

Place fill at abutments to bring grade to required elevation. Fill will be excavated from adjacent roadbed and moved to abutments as needed. The work agreed to is described further below:

Item	Description	Quantity	Units	Unit Bid	Total Bid
1	Earthwork Measured in Embankment	4270	C.Y.	\$ 3.85	\$ 16,439.50
2	Mobilization	1	L.S.	\$ 750.00	\$ 750.00
3	Seeding and Mulching	0.25	Acre	\$ 1,150.00	\$ 287.50
4	Silt Fence	300	L.Ft.	\$ 4.00	\$ 1,200.00
					<b>\$ 18,677.00</b>

R E S O L U T I O N   2006-69

WHEREAS, on August 23, 2005, by Resolution 2005-239, the City of Grand Island awarded the bid for the Construction of Two Bridges for northbound lanes over the Platte River channels on South Locust Street north of Interstate 80 [Project No. 2235(4)] to The Diamond Engineering Company of Grand Island, Nebraska; and

WHEREAS, it has been determined that modifications to the work to be performed by The Diamond Engineering Company are necessary; and

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

WHEREAS, the result of such modification will increase the contract amount by \$18,677 for a revised contract price of \$1,197,832.59.

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

Earthwork measured in embankment.....	16,439.50
Mobilization.....	750.00
Seeding and mulching.....	287.50
Silt fence .....	1,200.00

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 7, 2006.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	☐ _____
March 2, 2006	☐ City Attorney



# **City of Grand Island**

**Tuesday, March 07, 2006**

**Special/Council Session**

## **Item G10**

**#2006-70 - Approving Bid Award for Street Improvement District  
No. 1257; Shanna Street in Western Heights 4th Subdivision**

**Staff Contact: Steven P. Riehle, Public Works Director**

# **Council Agenda Memo**

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

**Meeting:** March 7, 2006

**Subject:** Approving Bid Award for Street Improvement District No. 1257; Shanna Street in Western Heights 4<sup>th</sup> Subdivision

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

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

## **Background**

On February 15, 2006 the Engineering Division of the Public Works Department advertised for bids for Street Improvement District 1257; Shanna Street in Western Heights Fourth Subdivision.

## **Discussion**

One bid was received and on March 1, 2006. The bid was submitted in compliance with the contract, plans, and specifications with no exceptions. The bid estimate for the district was \$124,338.90. A summary of the bid is shown below.

<b><i>Bidder</i></b>	<b><i>Exceptions</i></b>	<b><i>Bid Security</i></b>	<b><i>Bid Price</i></b>
The Diamond Engineering Co. Grand Island NE	None	Universal Surety Co.	\$104,273.72

There are sufficient funds in Account No. 40033530-90061 to fund this contract. The district will be assessed with the property owners receiving credit for the width of the existing asphalt street.

## **Alternatives**

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

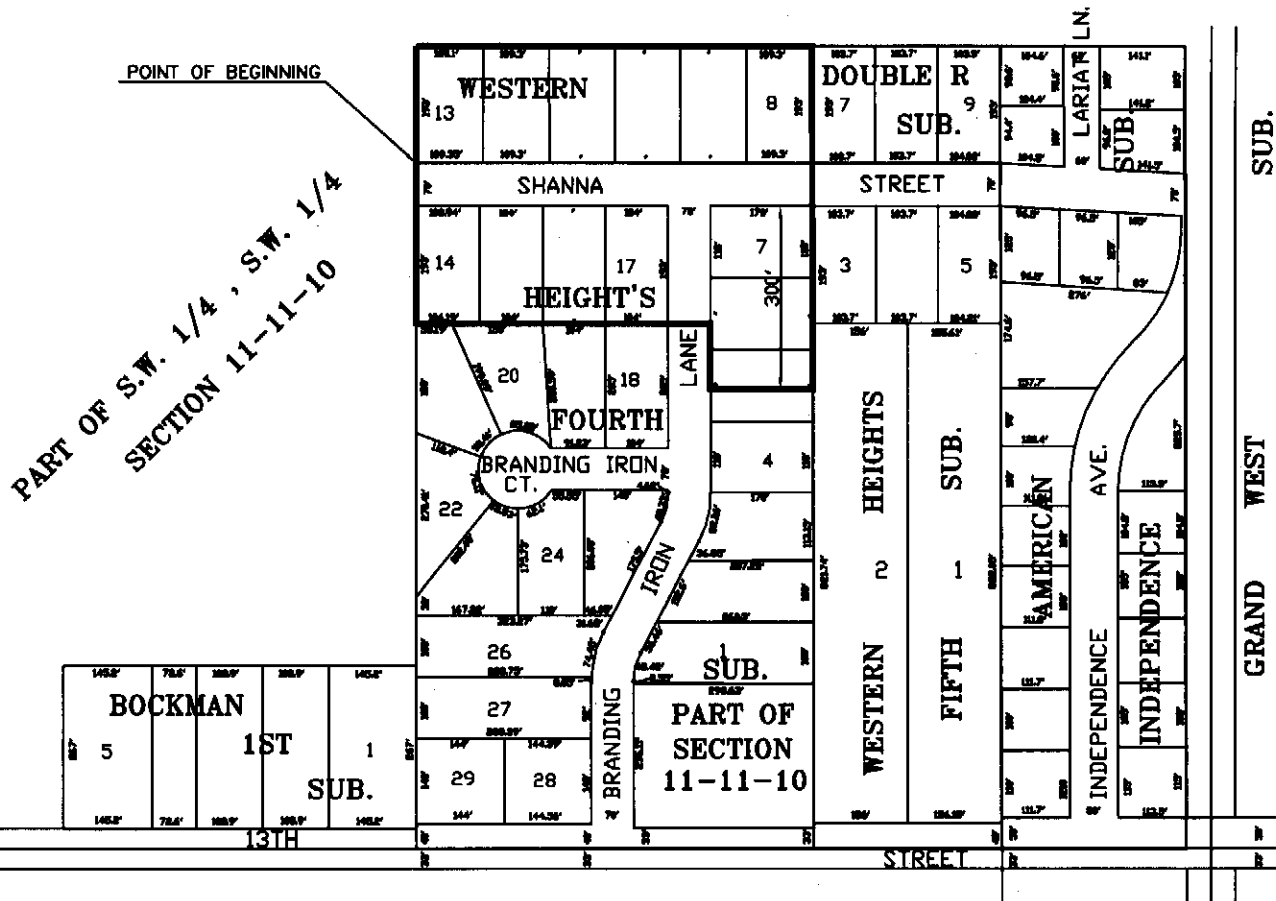
1. Make a motion to approve awarding the bid to The Diamond Engineering Company for Street Improvement District No. 1257 in the amount of \$104,273.72.
2. Refer the issue to a Committee.
3. Postpone the issue to a future date.
4. Take no action on the issue.

### **Recommendation**

City Administration recommends that the Council approve awarding the contract and pass a resolution authorizing the Mayor to sign a contract with The Diamond Engineering Company of Grand Island, NE.

### **Sample Motion**

Move to approve the award of the contract to The Diamond Engineering Company for Street Improvement District 1257.



## EXHIBIT "A"

STREET IMPROVEMENT DISTRICT NO. 1257

CITY OF  
**GRAND ISLAND**  
PUBLIC WORKS DEPARTMENT

DATE: 6/3/05  
DRN BY: L.D.C.  
SCALE: 1"=300'

PLAT ACCOMPANY ORDINANCE  
NO. 8981



*Purchasing Division of Legal Department*  
**INTEROFFICE MEMORANDUM**



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** March 1, 2006 at 11:00 a.m.

**FOR:** Street Improvement District No. 1257

**DEPARTMENT:** Public Works

**ESTIMATE:** \$124,338.90

**FUND/ACCOUNT:** 40033530-90061

**PUBLICATION DATE:** February 15, 2006

**NO. POTENTIAL BIDDERS:** 15

**SUMMARY**

**Bidder:** The Diamond Engineering Co.  
Grand Island, NE

**Bid Security:** Universal Surety Company

**Exceptions:** None

**Bid Price:** \$104,273.72

cc: Steve Riehle, Public Works Director  
Ron Underwood, Civil Eng. Manager  
Gary Greer, City Administrator  
Laura Berthelsen, Legal Assistant

Bud Buettner, Assist. PW Director  
Danelle Collins, Admin. Assist. PW  
Dale Shotkoski, Purchasing Agent

**P1073**

RESOLUTION 2006-70

WHEREAS, the City of Grand Island invited sealed bids for Street Improvement District No. 1257, according to plans and specifications on file with the City Engineer; and

WHEREAS, on March 1, 2006, one bid was received, opened and reviewed; and

WHEREAS, The Diamond Engineering Company of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$104,273.72; and

WHEREAS, The Diamond Engineering Company's bid is less than the estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Company of Grand Island, Nebraska, in the amount of \$104,273.72 for Street Improvement District No. 1257 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 7, 2006.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	☐ _____
March 2, 2006	☐ City Attorney



# **City of Grand Island**

**Tuesday, March 07, 2006**

**Special/Council Session**

## **Item G11**

**#2006-71 - Approving Certificate of Final Completion for CXT  
Transmission Line Work**

**Staff Contact: Gary R. Mader**

# **Council Agenda Memo**

**From:** Gary R. Mader, Utilities Director

**Meeting:** March 7, 2006

**Subject:** Approving Certificate of Final Completion for Contract #05-PCC-01, Transmission Line Work

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

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

## **Background**

Grand Island Utilities Department worked with CXT to support the expansion of their existing manufacturing plant in Grand Island. As part of the expansion, nearly a mile of new rail spur was constructed by CXT to serve the increased capacity of their plant. A 55' tall gantry crane is now used along the new rails to load concrete ties on to rail cars.

The CXT plant and the expansion are located in the Union Pacific rail yards on the east side of Grand Island. The Utilities Department has a 115,000 volt (115kV) transmission line crossing the area. This line needed to be raised to provide safe clearance for the new gantry crane.

## **Discussion**

Advantage Engineering was retained in February, 2005 to design the portion of the 115 kV transmission line associated with the CXT facility. This design is consistent with the current construction standards adopted for Grand Island's 115 kV loop. The line section involved in this reconstruction project is 30 years old and was planned for upgrade within the next five years to meet increasing electric loads. City electric loads have more than doubled since initial line construction. With the line rebuild being done at this time, the capacity upgrade was also included in the construction project.

Specifications for Transmission Line Work, Contract #05-PCC-01 were issued for bid in April, 2005. Bids were publicly opened on June 14, 2005; three bids were received ranging from \$655,691.37 to \$922,213.80. The Engineer's estimate for the project was \$700,000. The low bidder, Dominion Construction Company of Scottsbluff, Nebraska, was awarded the construction contract at the regular Council meeting of June 28, 2005.

The project was completed in October, 2005, with final payment made to Dominion Construction at the Council Meeting of February 6, 2006, for a total contract amount of \$656,312.41. With final structure design, the size of one steel pole concrete foundation needed to be increased slightly adding \$621.04 to the bid price, adjusted per the unit prices included in the contract.

Transmission Line Work Contract #05-PCC-01 is complete. The rebuilt portion of the 115 kV line has been place in normal service.

### **Alternatives**

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

1. Move to accept the Certificate of Final Completion for Contract #05-PCC-01, Transmission Line Work
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council accept the Certificate of Final Completion for Contract #05-PCC-01, Transmission Line Work, with Dominion Construction Company.

### **Sample Motion**

Motion to accept the Certificate of Final Completion for Contract #05-PCC-01, Transmission Line Work.

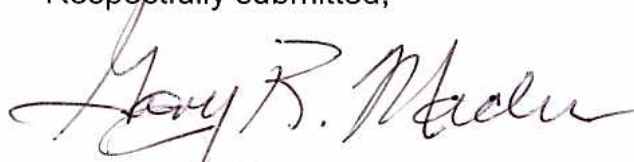
## CERTIFICATE OF FINAL COMPLETION

CXT Transmission Line Work  
Contract #05-PCC-01

February 28, 2006

Contract #05-PCC-01, Transmission Line Work, included reconstruction of an approximately one mile section of 115,000 volt transmission line north of Electric Department Substation "E". This Project is certified to be fully completed by Gary R. Mader, Utilities Director and is hereby accepted by the City of Grand Island.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Gary R. Mader", written in a cursive style.

Gary R. Mader  
Utilities Director

---

RESOLUTION 2006-71

WHEREAS, the Utilities Director of the City of Grand Island has issued a Certificate of Final Completion for Contract 05-PCC-01, Transmission Line Work, certifying that Dominion Construction Company of Scottsbluff, Nebraska, has completed such project according to the terms, conditions, and stipulations for such improvements; and

WHEREAS, the Utilities Director recommends the acceptance of the final completion; and

WHEREAS, the Mayor concurs with such recommendation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Contract 05-PCC-01, Transmission Line Work is hereby confirmed and approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 7, 2006.

---

Jay Vavricek, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, March 07, 2006

Special/Council Session

## Item G12

**#2006-72 - Approving Confidentiality Agreement with NPPD -  
Utilities Department**

Staff Contact: Gary R. Mader; Doug Walker



# **Council Agenda Memo**

**From:** Gary R. Mader, Utilities Director

**Meeting:** March 7, 2006

**Subject:** Confidentiality Agreement with NPPD

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

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

## **Background**

Grand Island Utilities and the Nebraska Public Power District (NPPD) work together on a routine, continuous basis in the electric industry. Grand Island and NPPD have several agreements in place concerning the purchase and sale of electric energy, and the joint reporting of electric resources to meet National Electric Reliability Council (NERC) requirements. These agreements require the routine exchange of information concerning the status and condition of one another's power production facilities, substations, and transmission lines.

## **Discussion**

With the federal deregulation of an electric industry without the resources in place to allow a truly open market place, the knowledge of electric system failures and weaknesses can be used to manipulate regional electric markets to produce excess profits for power marketers. The classic example of electric system manipulation to produce high profits is the Enron manipulation of California power markets in the 90's.

Because of the potential for market manipulation, the National Electric Reliability Council standards prohibit the disclosure of information that might be used to gain an unfair advantage in electric power markets. The regulation is similar to Securities and Exchange Commission regulation of insider trading in financial markets.

Since Grand Island and NPPD routinely exchange information regarding the operating status of the respective electrical utilities, a confidentiality agreement is proposed regarding the disclosure of that information, in accordance with NERC Standards.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the agreement with NPPD.

## **Sample Motion**

Motion to approve the Confidentiality Agreement with NPPD.

## CONFIDENTIALITY AGREEMENT FOR ELECTRIC SYSTEM RELIABILITY DATA

This Power System Reliability Data Exchange Agreement ("Agreement") is effective as of January 1, 2006, by and between, Nebraska Public Power District, and the City of Grand Island, Nebraska, hereinafter individually called a "Party" and collectively called the "Parties".

1. This Agreement is among the Data Recipients who are the signatories to this document.

2. This Agreement is made to authorize Nebraska Public Power District, and Grand Island Utilities - City of Grand Island, Nebraska, to disclose to one another as well as their Reliability Coordinator, as required under applicable NERC (or successor organization) Reliability Standards, the following electric system reliability data, specifically including, but not limited to, real time power system models.

[select one below]

☒ A Party's real-time Power System Reliability Data for all Points.

☐ The Parties' Power System Reliability Data for the following Points:

---

---

---

---

---

---

---

---

[attach additional sheet(s) if necessary]

3. The receiving Party agrees to use the above-designated data solely for non-competitive transmission and reliability purposes such as SCADA, EMS advanced applications, etc.

4. The receiving Party agrees to keep the above-designated data in confidence and further agrees to not disclose such data to any other entity or third party. Notwithstanding the foregoing, the receiving Party may disclose such data to its Reliability Coordinator, employees, contractors, consultants and attorneys, provided such disclosure is made solely to those persons with a legitimate need to know such data solely for the purposes set forth in Paragraph 3 of this Agreement.

5. The receiving Party may disclose the above-designated data pursuant to any requirement of law or any duly empowered government agency or court. However, if the receiving Party learns of a request or attempt, by subpoena, or governmental investigation to require disclosure of the Confidential Information, the receiving Party shall promptly notify the disclosing Party so that an appropriate protective order may be sought, unless such notification is prohibited by law. The receiving Party will cooperate with the disclosing Party in obtaining a

protective order or other reliable assurance to protect the confidentiality of the Confidential Information, and if such disclosure is sought pursuant to a subpoena issued in connection with a civil lawsuit, the receiving Party shall not disclose any Confidential Information unless and until the disclosing Party has a reasonable opportunity to challenge any such subpoena and any such challenge is finally determined including any appeals from any order of any interim court or administrative body.

6. Either party may terminate this Agreement upon written notice delivered to the other party.

7. Neither this Agreement nor any rights hereunder are assignable or otherwise transferable by either party, in whole or in part; provided, that either party may assign or transfer this Agreement and rights hereunder to any current or future successor company upon advance written notice to the other party and provided such assignee agrees in writing to the terms and conditions herein.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this Agreement as of the date written above.

**City of Grand Island, Nebraska**

By: \_\_\_\_\_  
Authorized Representative

Printed name: \_\_\_\_\_

**Nebraska Public Power District**

By: T.J. Arlt  
Authorized Representative

Printed name: Timothy J. Arlt  
SYSTEM CONTROL MANAGER

RESOLUTION 2006-72

WHEREAS, the Grand Island Utilities Department and the Nebraska Public Power District (NPPD) work together on a routine, continuous basis in the electric industry, and have several agreements in place concerning the purchase and sale of electric energy and the joint reporting of electric resources to meet National Electric Reliability Council (NERC) requirements; and

WHEREAS, the various agreements require the routine exchange of information concerning the status and condition of one another's power production facilities, substations, and transmission lines; and

WHEREAS, in order to secure the information exchanged, and to comply with the NERC standards prohibiting the disclosure of information that may be used to gain an unfair advantage in electric power markets, it is recommended that a confidentiality agreement be entered into between the parties; and

WHEREAS, the confidentiality agreement would authorize NPPD and the City's Utility Department to disclose to one another as well as their Reliability Coordinator, as required under applicable National Electric Reliability Council reliability standards, real-time power system reliability data for all points; and

WHEREAS, the proposed agreement has been reviewed and approved by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Confidentiality Agreement between the City and the Nebraska Public Power District for Electric System Reliability Data is hereby approved; and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 7, 2006.

---

Jay Vavricek, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
March 2, 2006	<input type="checkbox"/>	City Attorney



# City of Grand Island

Tuesday, March 07, 2006

Special/Council Session

## Item G13

**#2006-73 - Approving Bid Award - Water Main District 452 - Lake Street, Knott Avenue and Tri Street**

Staff Contact: Gary R. Mader; DaleShotkoski

# **Council Agenda Memo**

**From:** Gary R. Mader, Utilities Director  
Dale Shotkoski, Asst. City Attorney/Purchasing

**Meeting:** March 7, 2006

**Subject:** Bid Award – Water Main District 452 – Knott Subdivision

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

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

## **Background**

Water Main District 452 was created following the request of area property owners for City water service. The District would provide for the installation of an 8" diameter water main to serve the area along Knott Avenue, Lake Street, and Tri Street within the Knott Subdivision and Palu Subdivision. The neighborhood is located south of U.S. Highway 34 and west of Locust Street, and is a combination of single family homes and commercial properties. A map of the District is attached for reference.

The proposed construction will be done as an assessment district, which is the Utility Department's standard method for installing water lines in developed areas when requested by the neighborhood. The assessable costs of the District would be charged to the properties served by the District. The assessments may be financed over a five year period, at 7% simple interest on the unpaid balance. The proposed District passed protest period and was continued by Council at the regular meeting of January 10, 2006. The protest rate was 3.3%.

## **Discussion**

Specifications, plans and contracts were prepared for District construction. Six construction firms and five information agencies received the bid documents. In accordance with City Procurement Codes, bids were publicly opened at 11:30 a.m. on February 23, 2006. A tabulation of the bids received is listed below:

Bidder	Bid Price	Completion
Diamond Engineering Co.	\$61,786.84	90 Days
Grand Island NE		

Starostka Group, Inc. Grand Island NE	\$65,290.45	60 Days
Judds Brothers Construction Lincoln NE	\$87,226.96	120 Days
General Excavation Lincoln NE	\$91,335.31	100 Days

Four bids were received and evaluated. All bids are complete and without exceptions. The project estimate was \$88,000.00 and funds are available in the 2005-2006 Budget.

### **Alternatives**

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

1. Move to approve the Contract for Water Main District 452
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council award the construction contract to the low bidder, Diamond Engineering Company of Grand Island, Nebraska in the amount of \$61,786.84.

### **Sample Motion**

Motion to approve the award of Contract for construction of Water Main District 452 to Diamond Engineering.



**U.S. HIGHWAY 34**

SECTION LINE

NORTHEAST CORNER-  
SECTION 33, T11N, R9W

POINT OF  
BEGINNING

**PART OF NE1/4, NE1/4  
SECTION 33, T-11-N, R-9-W**  
  
(PROPOSED KINGS  
CROSSING SUBDIVISION)

**LOCUST STREET**

**PALU**

**SUB.**

**TRI STREET**

**LAKE STREET**

**LAKE STREET**

**LAKE STREET**

**ARLENE AVE.**

**KNOTT**

**KNOTT AVENUE**

**SUBDIVISION**

**VALENTINE  
MOTEL SUB.**

**WATER MAIN  
DISTRICT 452  
BOUNDARY**

**EXHIBIT "A"**

CITY OF <b>GRAND ISLAND</b>	
UTILITIES DEPARTMENT	
PLAT TO ACCOMPANY ORDINANCE NO. 9015	
DRN BY: K.J.M.	SCALE: 1"= 200'
DATE: 10/25/2005	FILE: WMD 452

*Purchasing Division of Legal Department*  
**INTEROFFICE MEMORANDUM**



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** February 23, 2006 at 11:30 a.m.  
**FOR:** Water Main District No. 452  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$88,000.00  
**FUND/ACCOUNT:** 525  
**PUBLICATION DATE:** February 6, 2006  
**NO. POTENTIAL BIDDERS:** 5

**SUMMARY**

<b>Bidder:</b>	<b><u>The Diamond Engineering Company</u></b> Grand Island, NE	<b><u>General Excavating</u></b> Lincoln, NE
<b>Bid Security:</b>	Universal Surety Company	Universal Surety Company
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>	\$61,786.84	\$91,335.31
<b>Bidder:</b>	<b><u>Judds Bros. Construction</u></b> Lincoln, NE	<b><u>Starostka Group</u></b> Grand Island, NE
<b>Bid Security:</b>	Inland Insurance Company	Merchants Bonding Company
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>	\$87,226.96	\$65,290.45

cc: Gary Mader, Utilities Director  
Tom Barnes, Utilities Eng. Manager  
Gary Greer, City Administrator  
Laura Berthelsen, Legal Assistant

Bob Smith, Assist. Utilities Director  
Pat Gericke, Adm. Assist. Utilities  
Dale Shotkoski, Purchasing Agent

**P1063**

RESOLUTION 2006-73

WHEREAS, the City of Grand Island invited sealed bids for Water Main District No. 452, according to plans and specifications on file with the Utility Engineering Office at Phelps Control Center; and

WHEREAS, on February 23, 2006, bids were received, opened and reviewed; and

WHEREAS, The Diamond Engineering Company of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$61,786.84; and

WHEREAS, The Diamond Engineering Company's bid is less than the estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Company of Grand Island, Nebraska, in the amount of \$61,786.84 for Water Main District No. 452 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 7, 2006.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	☐ _____
March 2, 2006	☐ City Attorney



# City of Grand Island

Tuesday, March 07, 2006

Special/Council Session

## Item G14

**#2006-74 - Approving Certificate of Final Completion and Setting  
BOE Meeting Date for Water Main District 449T - North Road  
and Faidley Avenue**

Staff Contact: Gary R. Mader

# **Council Agenda Memo**

**From:** Gary R. Mader, Utilities Director

**Meeting:** March 7, 2006

**Subject:** Water Main District 449T – North Road and Faidley Avenue

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

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

## **Background**

Water Main District 449T was created to extend a 24" diameter main north along North Road, from the Roger's Pumping Station to Greenwood Drive and a 12" diameter water main east, within the Faidley Avenue extended right-of-way, from North Road to Claude Road extended. A map of the District is attached for reference. The Project is part of the Water Department's master plan to provide City water service extension to developing areas in the west and northwest parts of the City, and to provide trunkline capacity for expanded capacities of the reservoir pumping station at North Road and Potash.

## **Discussion**

All construction has been completed in accordance with City standards. The new trunk lines have been tested, placed in service, and incorporated into the City system.

This trunkline construction was done as a connection district, which has been the department's standard method for completing needed system expansions through undeveloped areas. The connection fees associated with the district would not be collected until the water main is actually "tapped" to provide direct service to an adjacent property when it develops. The total cost to construct Water Main District 449T was \$349,454.36. The connection fee chargeable amount is \$188,844.29.

The chargeable amount for water service connections is based on current prices for the installation of an 8" main. The price difference between the chargeable amount and the actual construction cost is the Department's cost for over-sizing above the standard 8" diameter pipe size. The connection fees are computed by taking the total chargeable amount (\$188,844.29) and dividing it by the district's frontage (5,856.32 lf) along North Road and Faidley Avenue. This arrives at a per front foot fee of \$32.246239.

## **Alternatives**

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

1. Move to approve the Certificate of Final Completion for Water Main District 449T and set a date for the Board of Equalization
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council accept the Certificate of Final Completion and set April 11, 2006 as the date for the Board of Equalization to determine benefits and connection fees for the properties within the boundary of Water Main District 449T.

## **Sample Motion**

Motion to approve the Certificate of Final Completion for Water Main District 449T, and set the date for the Board of Equalization to meet on April 11, 2006.

# INTEROFFICE MEMORANDUM




*Working Together for a  
Better Tomorrow. Today.*

**DATE:** February 21, 2006  
**TO:** Mayor and Council Members  
**FROM:** Gary R. Mader, Utilities Director

**SUBJECT:** Water Main District 449T – North Road and east along the future Faidley Avenue right-of-way

This memo is to certify that Water Main District 449T, located along North Road, just north of Old Potash Highway and east along the future Faidley Avenue right-of-way, has been fully completed. All work was done in accordance with the terms and conditions of the contract, and complies with the plans and specifications. The water main district has been placed in service.

It is recommended that a Board of Equalization be set for April 11, 2006, to determine the benefits and connection fees for the properties within the boundaries of Water Main District 449T.

  
Gary R. Mader, Utilities Director

GRM/pag

pc: Doug Walker  
Dave Springer  
Bob Smith  
Steve Riehle  
Laura Berthelsen  
Dave Goosic  
Tom Barnes  
Yolanda Rayburn

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

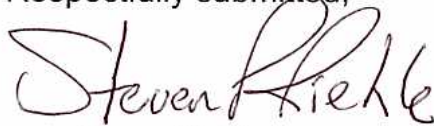
WATER MAIN DISTRICT NO. 449T

February 21, 2006

Water Main District No. 449T is located along North Road and east along the future Faidley Avenue right-of-way. The work on this main, as certified to be fully completed by Gary R. Mader, Utilities Director, is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provision on Section 16-650, R.R.S., 1943.

It is recommended that the City Council sit as Board of Equalization on April 11, 2006, to determine benefits and levy special assessments.

Respectfully submitted,

A handwritten signature in black ink that reads "Steve Riehle". The signature is written in a cursive, flowing style.

Steve Riehle,  
Public Works Director

---

WATER MAIN DISTRICT NO. 449T

February 21, 2006

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

I hereby recommend that the Engineer's Certificate of Final Completion for Water Main District 449T be approved.

I further recommend that the City Council sit as Board of Equalization on April 11, 2006, to determine benefits and levy special assessments.

Respectfully submitted,

Jay Vavricek  
Mayor



## UTILITIES DEPARTMENT

North Road and Faidley Avenue - WMD 449T

ITEM	DESCRIPTION	QUANTITIES PLACED	BID UNIT \$	TOTAL AMT COMPLETED \$	Connection Fee \$
1.01	24" D.I. Pipe (sj)	2,802.72 LF	62.30	174,609.46	60,678.89
1.02	16" D.I.. Pipe (sj)	5.00 LF	65.85	329.25	108.25
1.03	12" D.I.. Pipe (sj)	2,546.50 LF	21.65	55,131.73	55,131.73
1.04	10" D.I.. Pipe (sj)	5.50 LF	64.65	355.58	119.08
1.05	24"x24"x24" Tee (mj)	2.00 EA	2,238.00	4,476.00	773.34
1.06	24"x16" Reducer (mj)	2.00 EA	1,021.00	2,042.00	279.00
1.07	24"x24"x12" Tee (mj)	1.00 EA	1,606.00	1,606.00	386.67
1.08	24"x24"x 6" Tee (mj)	1.00 EA	1,412.00	1,412.00	386.67
1.09	24"x90 Ell (mj)	1.00 EA	1,601.00	1,601.00	249.50
1.10	24"x45 Ell (mj)	7.00 EA	1,270.00	8,890.00	1,438.71
1.11	24" Sleeve Coupling	4.00 EA	1,007.00	4,028.00	807.56
1.12	24" Retainer Gland	8.00 EA	270.00	2,160.00	764.00
1.13	16" Sleeve Coupling	2.00 EA	521.00	1,042.00	403.78
1.14	12"x10" Reducer (mj)	1.00 EA	169.00	169.00	139.50
1.15	12"x12"x 6" Tee (mj)	5.00 EA	261.00	1,305.00	1,933.35
1.16	12"x45° Ell (mj)	1.00 EA	203.00	203.00	205.53
1.17	12"x22.5° Ell (mj)	2.00 EA	204.00	408.00	411.06
1.18	24" Butterfly Valve	2.00 EA	4,351.00	8,702.00	1,856.66
1.19	16" Butterfly Valve	1.00 EA	2,023.00	2,023.00	928.33
1.20	12" R.S. Gate Valve	2.00 EA	1,278.00	2,556.00	1,856.66
1.21	6" R.S. Gate Valve	4.00 EA	437.00	1,748.00	1,748.00
1.22	6" Plug (mj)	4.00 EA	35.15	140.60	140.60
1.23	Duc Lugs & 3/4" all thread rod	12.00 SET	47.50	570.00	570.00
1.24	Valve Box	9.00 EA	127.00	1,143.00	1,143.00
1.25	Fire Hydrant Assembly	2.00 EA	1,093.00	2,186.00	2,186.00
1.26	Thrust Block	19.00 EA	246.00	4,674.00	4,674.00
1.27	8 Mil Polyethylene	0.00 LF	0.95	0.00	0.00
1.28	Remove & Replace Gravel Driveway	0.00 TN	10.40	0.00	0.00
1.29	Remove Asph/Conc Roadway	51.05 SY	30.25	1,544.26	1,544.26
1.30	Replace Asph/Conc Roadway	51.05 SY	38.70	1,975.64	1,975.64
1.31	Saw Cut	57.35 LF	2.70	154.85	154.85
1.32	Salvage & Spreading Topsoil	29,333.00 SY	0.70	20,533.10	20,533.10
1.33	Seeding & Mulching	1.99 AC	1,243.00	2,473.57	2,473.57
1.34	Dewatering	1.00 Sum	1.00	1.00	1.00
1.35	<b>CONTRACT TOTAL</b>			<b>\$310,193.04</b>	<b>\$166,002.27</b>
	PO 303861 - Labor & Materials - Oversized Thrust Blocks			6,462.00	984.00
	PO 303917 - Labor & Equipment - Cleanup from Flooding			2,754.38	2,754.38
	Water Dept Materials			1,935.98	1,935.98
	Labor			19,092.85	11,502.33
	Overhead			9,016.11	5,665.33
	<b>TOTAL for Water Main District 449T</b>			<b>\$349,454.36</b>	<b>\$188,844.29</b>

OWNER	FOOTAGE	CONNECTION FEE / FT	\$32.246239
Tract 1	956.80 LF		
Part of the SW 1/4, Sec 13, T-11-N, R-10-W	685.53 LF		
See attached description for details	213.17 LF		
T & E Cattle Co., a NE Corp	1,855.50 LF	\$59,832.89	
Tract 2	1,609.38 LF		
Part of the SW 1/4, Sec 13, T-11-N, R-10-W	955.48 LF		
See attached description for details	742.66 LF		
T & E Cattle Co., a NE Corp	357.70 LF		
c/o Tom Baxter	335.60 LF		
4444 W 13th Street	4,000.82 LF	\$129,011.40	
Grand Island, NE 68803			
<b>TOTAL</b>	<b>5,856.32 LF</b>	<b>\$188,844.29</b>	

Tract One (1)

Part of the SW 1/4, Sec. 13, T-11-N, R-10-W

1,855.5 LF - \$59,832.89

T & E Cattle Company, a Nebraska Corp.

c/o Tom Baxter

4444 W 13th Street

Grand Island, NE 68803

Commencing at the point 430.0 feet south of the northwest corner of the Southwest Quarter (SW 1/4) Section 13, T-11-N, R-10-W; thence easterly along the northerly right-of-way line of Faidley Avenue, a distance of 146.0 feet to the Actual Point Of Beginning; thence continuing easterly along the northerly right-of-way line of said Faidley Avenue, a distance of 956.80' to a point of curvature; thence running northeasterly along the arc of a curve to the left whose radius is 960.0 feet, the long cord of which deflects 20°55'08" left from the last described course, a long cord distance of 685.53 feet, to a point of reverse curvature; thence running northeasterly along the arc of a curve to the right whose radius is 1,040.0 feet, the long cord of which deflects 11°18'35" left from the last described course, a long chord distance of 213.17 feet, to a point on the southerly right-of-way line of the Moores Creek Outfall Ditch; thence westerly along the southerly right-of-way line of said Moores Creek Outfall Ditch, a distance of 1,775.7 feet, to the easterly right-of-way line of said Moores Creek Outfall Ditch; thence southerly along easterly right-of-way line of said Moores Creek Outfall Ditch, a distance of 370.0 feet to the said point of beginning.

Tract Two (2)

Part of the SW 1/4, Sec. 13, T-11-N, R-10-W

4,000.82 LF - \$129,011.40

T & E Cattle Company, a Nebraska Corp.

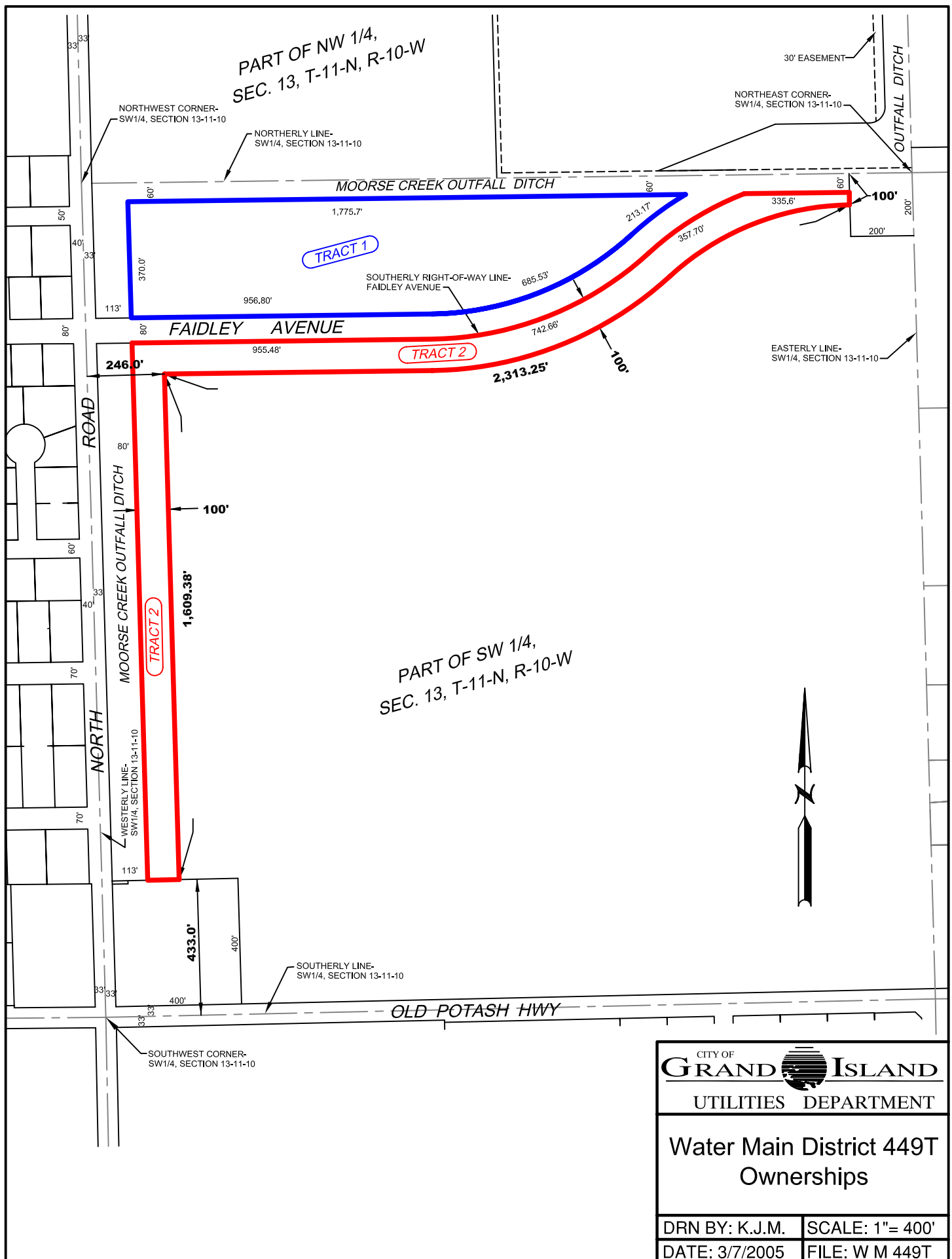
c/o Tom Baxter

4444 W 13th Street

Grand Island, NE 68803

Commencing at the northeast corner of the Southwest Quarter (SW 1/4) Section 13, T-11-N, R-10-W; thence westerly along the northerly of said Southwest Quarter (SW 1/4) a distance of 200.0 feet; thence southerly and parallel with the easterly line of said Southwest Quarter (SW 1/4), a distance of 60.0 feet to a point on the southerly right-of-way line of the Moorese Creek Outfall Ditch, being the Actual Point Of Beginning; thence continuing southerly along the last described course, a distance of 40.0 feet; thence westerly on a line that is parallel with and offset southerly one hundred (100.0) feet from the southerly right-of-way line of Faidley Avenue, a distance of two thousand three hundred thirteen and twenty five hundredths (2,313.25) feet, to a point two hundred forty six (246.0) feet easterly of the westerly line of the said Southwest Quarter (SW 1/4); thence southerly and parallel with the westerly line of said Southwest Quarter (SW 1/4), a

distance of one thousand six hundred nine and thirty eight (1,609.38) feet, to a point four hundred thirty three (433.0) feet north of the southerly line of the said Southwest Quarter (SW 1/4); thence westerly and parallel with the southerly line of said Southwest Quarter (SW 1/4), a distance of 100.0 feet, to a point on the easterly right-of-way line of the Moose Creek Outfall Ditch; thence northerly along the easterly right-of-way line of said Moose Creek Outfall Ditch, a distance of 1,709.38 feet to a point of the southerly right-of-way line of said Faidley Avenue; thence easterly along the southerly right-of-way line of said Faidley Avenue, a distance of 955.48 feet to a point of curvature; thence running northeasterly along the arc of a curve to the left whose radius is 1,040.0 feet, the long cord of which deflects  $20^{\circ}55'08''$  left from the last described course, a long cord distance of 742.66 feet, to a point of reverse curvature; thence running northeasterly along the arc of a curve to the right whose radius is 960.0 feet, the long cord of which deflects  $11^{\circ}18'35''$  left from the last described course, a long chord distance of 357.7 feet, to a point on the southerly right-of-way line of said Moores Creek Outfall Ditch; thence easterly along the southerly right-of-way line of said Moores Creek Outfall Ditch, a distance of 335.6 feet to the said point of beginning.



RESOLUTION 2006-74

WHEREAS, the City Engineer and the Utilities Director of the City of Grand Island have issued a Certificate of Final Completion for Water Main District 449T along North Road and Faidley Avenue in Grand Island, Nebraska, certifying that Starostka Group Unlimited, Inc. of Grand Island, Nebraska, has completed such project according to the terms, conditions, and stipulations for such improvements; and

WHEREAS, the City Engineer and the Utilities Director recommend the acceptance of the final completion; and

WHEREAS, the Mayor concurs with such recommendations.

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

1. The Certificate of Final Completion for Water Main District 449T is hereby confirmed and approved.
2. The City Council will sit as a Board of Equalization on April 11, 2006 to determine benefits and set connection fees for Water Main District 449T.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 7, 2006.

---

Jay Vavricek, Mayor

Attest:

---

RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, March 07, 2006**

**Special/Council Session**

## **Item G15**

**#2006-75 - Approving Fiscal and Investment Policies for the City of Grand Island**

**Staff Contact: Dave Springer**

# **Council Agenda Memo**

**From:** David Springer, Finance Director

**Meeting:** March 7, 2006

**Subject:** Approving the Update of the City's Fiscal Policies and Approving Investment Policies

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

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

## **Background**

The fiscal policies for the City of Grand Island were last presented to Council in January of 1992 and approved by Resolution No.92-009. The City's outside auditors have recommended that this policy be updated and submitted to Council for review and approval. They also recommended that an investment policy be formalized by Council.

## **Discussion**

The goals and objectives as stated in the 1992 fiscal policy are still pertinent today and provided the basis for the update. There was an effort to condense language, expand the clarity, and bring the concepts up to date, while maintaining the policy substance. The intent here is for council to review the Fiscal and Investment Policies and approve as recommended or provide input to Administration to make changes as they may direct.

## **Alternatives**

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

1. Approve the Fiscal and Investment Policies.
2. Disapprove or deny the policies.
3. Modify the Resolution to meet the wishes of the Council
4. Table the issue

## **Recommendation**

City Administration recommends that the Council approve the policies.

## **Sample Motion**

Approve the update of the City's Fiscal Policies and the Investment Policies.



# **CITY OF GRAND ISLAND**

---

## **FISCAL POLICIES MANUAL**

---

### **I. INTRODUCTION:**

The fiscal policies outlined in this document and the supplements are intended to be:

1. Fully consistent with the Mission and Purpose Statement for the City Of Grand Island. "Enhance the quality of life in the Grand Island Community, to recognize the vitality and diversity of our neighborhoods, and to promote development by providing effective and responsive services through vision, respect and courtesy."
2. Enhance quality of life for Grand Island citizens by providing needed services while limiting growth in government budget and size.
3. Make City government clearly and directly accountable to its citizens within the framework of inter-governmental rights and responsibilities.

Fiscal Policies are used here to mean the combined policies of Grand Island City government with respect to taxes and other fiscal resources, spending and debt management used in support of the City's public services program. The budget process is the major vehicle for determining and implementing the relevant policies. Fiscal policy applies management principles to social and economic data in meeting budgetary objectives. Its purpose is to provide guidance for good public practice in the planning and financing of public expenditures. Fiscal policy which is both realistic and consistent provides useful guidance for the long-term programming of services and facilities. It provides a set of assumptions under which budget and tax decisions should be made. While established for the best management of governmental resources, fiscal policy also helps set the parameters for governments' role in the broader economy of the community.

Policy formulation is the dual responsibility of the City Administrator, who develops policy recommendations, Mayor, and the City Council, who reviews the recommendations and establishes policy through the adoption of appropriate Ordinances and Resolutions.

The current fiscal policy is presented on the following pages under six broad policy headings: General Financial Objectives, Accounting, Auditing, and Financial Reporting Policies, Investment Policies, Capital Improvement Policies, Debt management Policies, and Communication and Disclosure Policies.

### **II. GENERAL FINANCIAL OBJECTIVES**

The City of Grand Island's general financial goals are stated as follows:

- 1) To maintain an adequate financial base for purposes of sustaining a prescribed level of services as determined by the State, Mayor, and City Council.

2) To adhere to accounting and management practices as set by the Government Finance Officers' Association (GFOA), statements issued by the Governmental Accounting Standards Board (GASB), National Council of Government Accounting (NCGA) Statements, and American Institute of Certified Public Accountants (AICPA) guidelines.

3) To have the ability to respond to local and regional economic conditions, to adjust to changes in the service requirements of our community, and to respond to changes in State and Federal priorities and funding.

4) To maintain a maximum degree of financial flexibility by ensuring that the City is in a position to respond to changes in the economy or new service challenges without an undue amount of financial stress.

5) To promote fiscal conservation and to obtain the highest credit rating possible by insuring that the City is at all times in a solid financial condition. This can be defined as:

- a. Cash Solvency - the ability to pay current bills in a timely fashion.
- b. Budgetary Solvency - the ability to balance the budget.
- c. Long-run Solvency - the ability to pay future costs.
- d. Service Level Solvency - the ability to provide needed and desired services

6) To assure taxpayers that City government is well managed by using prudent financial management practices and maintaining a sound fiscal condition.

### **III. ACCOUNTING, AUDITING AND FINANCIAL REPORTING**

The goals of the Finance Department are fully consistent with the following stated budget and accounting policies of the Grand Island City government. That is, to provide the best financial data possible to allow Administrative and the general citizenry an understanding of the complete financial circumstances surrounding public decision-making so the financial consequences of those decisions can be properly assessed and the rational allocation of City resources be enhanced.

#### **A. Accounting and Reporting Capabilities:**

The City of Grand Island's governmental accounting system must make it possible:

- to present fairly and with full disclosure the financial position and results of financial operations of the funds and account groups of the city in conformity with generally accepted accounting principles as defined by the GASB, and
- To determine and demonstrate compliance with finance-related legal and contractual requirements.

#### **B. Fund Accounting:**

The accounting system shall be organized and operated on a fund basis. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual balances, and changes therein, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations or restrictions.

While conforming to legal requirements, only enough funds shall be established to provide for efficient operations.

**C. Fixed Assets and Long-Term Liabilities:**

Fixed assets shall be accounted for at cost or, if the cost is not practicably determinable, at estimated cost. Donated fixed assets shall be recorded at their estimated fair market value at the time received. Depreciation of general fixed assets shall be recorded in the accounts of individual funds.

**D. Basis of Accounting**

The basis of accounting will be determined to most efficiently measure financial position and operating results.

**E. Financial Reporting:**

Appropriate interim financial statements and reports of financial position, operating results, and other pertinent information shall be prepared to facilitate oversight, and where necessary or desired, for external reporting purposes.

An annual financial report covering all funds of the reporting entity will be prepared following GASB Statements and Standards set by FASB, and Government Auditing Standards set by the United States General Accounting Office.

An independent public accounting firm shall perform an annual audit and will publicly issue an opinion concerning the City's finances.

**F. Budgeting:**

The City of Grand Island shall prepare a comprehensive annual budget using the basis of accounting determined in Section II-D covering all funds for each ensuing fiscal period.

The annual General Appropriations Act, when signed into law, establishes revenue, expenditure/expense and obligation authority at the summary control level of total appropriations for all funds. The City Administrator and the Finance Director shall exercise supervision and control of all budgeted expenditures within these limits, holding expenses below appropriations or allowing over-runs in individual line-items providing that at no time shall the net expenditures exceed the total appropriation for that fund as originally authorized or amended by the Mayor and City Council.

The City Administrator may submit to the Mayor and City Council, a request for a supplemental appropriation. This additional appropriation may be based on the receipt of funds unforeseen at the time of the original budget or based upon emergency service needs required of the City.

No appropriations measure shall be submitted to or adopted by the Mayor and City Council in which estimated total expenditures, including an accrued deficit, exceed estimated total revenues, including an available surplus.

There are five appropriation types unless regulated otherwise by other statutes; Personnel costs which include all employee compensation and benefit related expenses; Operating expenses which are all expenses that are required for operations; capital expenditures for assets falling within the Capitalization threshold; Debt Service which includes all debt related payments; and fund transfers.

No obligation shall be incurred against, and no payment shall be made from, any appropriation type unless there is sufficient unencumbered balance in the appropriation and sufficient funds are or will be available to meet the obligation.

The Finance Director, after the end of each month, shall transmit to the Mayor and City Council a report depicting the financial condition of budgeted operations, including, but not limited to:

- 1) A report of actual revenues by General Fund departments compared with budgeted revenues.
- 2) A report of actual expenditures by General Fund departments compared with authorized appropriations.
- 3) A statement of Cash Position for all funds with sources and uses of funds compared to prior year and fiscal year end.
- 4) A Sales Tax Analysis report with historical monthly receipts and annual projection.

All appropriations are annual as authorized by the General Appropriations Act and the unexpended portion shall lapse at year end. Encumbrances and appropriations carried forward shall be recorded as a reservation of fund balance and the subsequent year's budget amended to provide authority to complete these transactions, as defined in NCGA, Statement No. 1.

Budgeting comparisons shall be presented in the financial statements as required by GASB and all budgetary procedures shall conform to existing State Law.

The budget shall provide for adequate maintenance of the capital plant and equipment, and for their orderly replacement.

The budget shall provide for adequate funding of the City's retirement programs.

The operating budget shall describe the major program goals to be achieved, and the services and programs to be delivered for the level of funding provided.

#### **IV. PURCHASING POLICIES:**

The City Council establishes purchasing policies as detailed in the City Code.

Through the Procurement Code, the City of Grand Island is protected by various safeguards. The Code sets requirements at certain cost levels for bidder security, payment and performance bonding. Ethics for City officials and employees are also clearly established to prevent the

acceptance of gratuities and kickbacks, as well as, preventing any City official or employee financial gains from a procurement contract.

The competitive bidding procedure for larger purchases defines any exceptions outlined by the Code and gives basic instructions to user departments for day to day purchasing.

## **V. REVENUE AND INVESTMENT POLICIES:**

Administration of Revenue and Investment Policies is the responsibility of the City Treasurer (Finance Director) and the Finance Department. The two main objectives of the Finance Director in the role of City Treasurer are the custodian of all City funds and the collector of receipts.

The goals and objectives of the Treasurer's Office include:

- To guarantee the safety of City funds by adhering to statutory requirements regarding bonding and placement of funds and maintaining a system of controls to monitor such activities.
- To maximize earnings on temporarily available funds by seeking the best available combination of safety, interest rates, and lengths of short term investments.
- To conform to the guidelines and objectives as detailed in the Investment Policy document as approved by council.

## **A. REVENUE POLICIES:**

When exercising the City's tariff and taxing powers, the City will comply with the following principles:

**1) Stability** - A diversified and stable revenue system shall be maintained to ensure fiscal health and absorb short run fluctuations in any one revenue source. Ongoing operating costs should be supported by ongoing, stable revenue sources.

a. Cash balances should be used only for one-time capital expenditures, such as capital equipment and improvements, or contingency accounts.

b. Ongoing maintenance costs should be financed through recurring operating revenues.

**2) Sufficiency** - Fees should cover the full cost of issuance, administration and enforcement.

**3) Efficiency** - A fee should be levied in a way which can be easily and inexpensively administered by the City and complied with by the taxpayer. A minimum of the revenue raised through a fee or tax should be consumed in the process of raising it.

**4) Simplicity** - Charges and levies should be readily understood by the taxpayer and the official. The amount of the charge or levy should be easily computed and verified.

**5) Equitability** - No arbitrary distinctions should be made among taxpayers or classes of taxpayers. However, distinctions will be made when the City believes that such distinctions

are appropriate and will not have a disproportionate impact on taxpayers or a class of taxpayers.

**6) Growth** - Fees, charges or levies should not be excessive, so as to either discourage reasonable economic growth or to place the City of Grand Island in a position of comparative disadvantage with other communities. Revenues from growth or development should be targeted to costs related to development or invested in improvements that will benefit future residents or make future services provision more efficient.

**7) Reliability and Continuity** - Fluctuating federal and state grants should not be used to fund ongoing programs. Grant applications to fund new service programs with State or Federal funds shall be reviewed by the City, with significant consideration given to whether locally generated funds will be required to support these programs when original funding is no longer available. A minimum of locally generated revenues will be used to replace funding for activities which are or have traditionally been the responsibilities of the Federal and State governments.

**8) Full Cost Recovery** - Where the City of Grand Island provides services on behalf of other governmental jurisdictions, the City shall establish and maintain agreements and contracts with those jurisdiction - including the Federal Government, the State of Nebraska, Hall County, joint agencies, other counties and incorporated cities, and taxing districts - to ensure the City of Grand Island is reimbursed for the full cost of those services.

**9) Maximization** - In order to maximize revenues, the City shall, to the fullest extent possible:

- a. Aggressively collect revenues.
- b. Establish all fees and use charges at levels related to recovery of full costs incurred in providing the related services.
- c. Review fees and user charges annually so as to provide for changes in rates to keep pace with changes in the costs of providing services.
- d. Charge fees for all services that benefit limited interests within the community, except for human needs services to persons with limited ability to pay.
- e. Make revenue projections for three years and revise them annually.

## **B. INVESTMENT POLICIES:**

Consistent with the Treasurers' Office stated goals and objectives, the City operates under the following general investment policies:

- 1) The City analyzes the cash flow of all funds on a regular basis to ensure maximum cash availability.

2) Market conditions and investment securities are reviewed on a regular basis to determine the maximum yield to be obtained.

3) The City will invest as much of its idle cash as possible on a continuous basis. These investments shall be in quality issues and in compliance with Council Resolutions and State Statutes regarding investment requirements.

## **VI. CAPITAL IMPROVEMENT POLICIES:**

### **A. General**

1) A Fixed Asset Inventory of the City's physical assets and their conditions shall be developed and maintained.

2) The Department Directors, in conjunction with the City Administrator, shall develop a multi-year plan for capital improvements and update it annually. The Capital Improvement Program shall identify estimated costs and funding sources for each capital project, as well as the City Administrator's relative priority, before it is submitted to the Mayor and City Council for review, modification and approval.

3) City operating budgets shall provide for adequate facility maintenance and operations. Ongoing maintenance funds shall be estimated and identified prior to making the decision to undertake capital improvements.

4) The City shall make improvements to existing facilities and adopt non-capital strategies to increase capacity prior to making recommendations for new facilities.

5) The City shall rehabilitate or replace structures which have service problems, safety concerns, or are economically inefficient to operate.

B. Financing Capital Projects is categorized as follows, with financing as noted for each category:

1) **Replacement** - Capital expenditures relating to normal replacement of worn or obsolete capital plant should be financed on a pay-as-you-go basis, with debt financing considered where appropriate.

2) **Expansion** - Capital expenditures relating to the construction of new or expanded facilities necessitated by growth should be financed primarily on a pay-as-you-go basis, but when the new improvements can be determined to benefit the overall population in the future, debt financing may be appropriate.

3) **Unusual** - Some capital expenditures for improvements enhance the quality of life in the City of Grand Island and are consistent with the City's goals but cannot be categorized as essential for the provision of basic services or maintenance of the useful life of existing facilities. Source of funding shall be determined by looking to the ultimate beneficiary of each capital improvement.

C. Prioritization of Capital Projects - Capital improvement needs are to be identified, categorized and prioritized as follows:

- 1) First Priority: Essential Basic Services.
- 2) Second Priority: Essential Maintenance of Effort Services.
- 3) Third Priority: Essential Quality of Life Services.
- 4) Fourth Priority: Desirable Basic Services.
- 5) Fifth Priority: Desirable Maintenance of Effort Services
- 6) Sixth Priority: Desirable Quality of Life Services.

## **VII. DEBT MANAGEMENT POLICIES:**

A. The following debt management policies shall be used to provide the general framework for planning and reviewing debt proposals. The City recognizes that there are no absolute rules or easy formulas that can substitute for a thorough review of all information affecting the City 's debt position. Debt decisions should be the result of deliberate consideration of all factors involved.

B. The City of Grand Island will use debt financing when it is appropriate. It shall be judged appropriate only when the following conditions exist:

- 1) When non-continuous capital improvements are desired.
- 2) When it can be determined that future citizen's will receive a benefit from the improvement.

C. The City may use short-term borrowing (Notes) to finance operating needs as a bridge between maturity dates of long term investments, but reasonable forecasting should minimize this need. However, interim financing in anticipation of a definite fixed source of revenue such as property taxes, an authorized but unsold bond issue, or a grant is acceptable. Such tax, bond or grant anticipation notes and warrants shall not:

- 1) Have maturities greater than 2 1/2 years;
- 2) Be rolled over for a period greater than one year;or
- 3) Be issued solely on the expectation that interest rates will decline from current levels.

D. Uses of Debt Financing:

- 1) Bond proceeds shall be limited to financing the costs of planning, design, land acquisition, buildings, permanent structures, attached fixtures or equipment, and infrastructures
- 2) Non-capital furnishings and supplies shall not be financed from bond proceeds.



3) Refunding bond issues designed to restructure currently outstanding debt is an acceptable use of bond proceeds.

E. Taxpayer Equity - A significant proportion of the City's property tax payers and citizens should benefit from projects financed by limited general obligation bonds. This principle of taxpayer equity shall be a primary consideration in determining the type of projects selected for financing.

F. When the City of Grand Island utilizes long-term debt financing it shall ensure that the debt is soundly financed by conservatively projecting the revenue sources that will be utilized to pay the debt.

## **VIII. COMMUNICATION AND DISCLOSURE POLICIES:**

The City of Grand Island's primary financial reporting objectives are keyed to open communication and full disclosure.

A. Financial reporting shall assist in fulfilling the City's duty to be publicly accountable and enable users to assess that accountability.

B. Financial reporting shall assist users in evaluating the operating results of the City of Grand Island for the year.

C. Financial reporting shall assist users in assessing the level of services that can be provided by the City and its ability to meet its obligations as they become due.

D. These primary objectives are divided further into six basic objectives; financial reporting shall:

1) Provide information to determine whether current-year revenues were sufficient to pay for current-year services.

2) Demonstrate whether resources were obtained and used in accordance with the City's legally adopted budget; it shall also demonstrate compliance with other finance-related legal or contractual requirements.

3) Provide information to assist users in assessing the service efforts, costs and accomplishments of the City of Grand Island.

4) Provide information about sources and uses of financial resources and how the City financed its activities and met its cash requirements.

5) Provide information necessary to determine whether the City's financial position improved or deteriorated as a result of the year's operations.

6) Disclose legal or contractual restrictions on resources and risks of potential loss of resources.

E. The City of Grand Island shall maintain good communications with bond rating agencies to inform them about the City's financial condition. Each bond prospectus shall follow the Governmental Finance Officers Association disclosure guidelines.

F. These objectives are not considered to be static. Revisions are to be expected as needs change or as requirements for additional financial reporting information emerges.

## **IX. CODE OF PROFESSIONAL ETHICS:**

A. City officials and employees are enjoined to adhere to legal, moral and professional standards of conduct in the fulfillment of their professional responsibilities.

### **1) Personal Standards --**

a. City officials and employees shall demonstrate and be dedicated to the highest ideals of honor and integrity in all public and personal relationships to merit the respect, trust and confidence of governing officials, other public officials, employees, and of the public.

b. They shall abide by approved professional practices and recommended standards.

**2) Responsibility as Public Officials** City officials and employees shall recognize and be accountable for their responsibilities as officials in the public sector.

a. They shall be sensitive and responsive to the rights of the public and its changing needs.

b. They shall strive to provide the highest quality of performance and counsel.

c. They shall exercise prudence and integrity in the management of funds in their custody and in all financial transactions.

d. They shall uphold both the letter and the spirit of the constitution, legislation and regulations governing their actions and report violations of the law to the appropriate authorities.

**3) Professional Development** The City shall emphasize and support a program of professional development. City officials and employees are expected to support programs to enhance their competence and that of their colleagues. Public officials shall promote excellence in the public service.

**4) Professional Integrity Information -** City officials and employees shall demonstrate professional integrity in the issuance and management of information.

a. They shall not knowingly sign, subscribe to, or permit the issuance of any statement or report which contains any misstatement or which omits any material fact.

b. They shall prepare and present statements and financial information pursuant to applicable law and generally accepted practices and guidelines.

c. They shall respect and protect privileged information to which they have access by virtue of their office.

d. They shall be sensitive and responsive to inquiries from the public and the media, within the framework of state or local government policy.

**5) Professional Integrity- Relationships**

a. They shall exhibit loyalty and trust in the affairs and interests of the government they serve, within the confines of this Code of Ethics.

b. They shall not knowingly be a party to or condone any illegal or improper activity.

c. They shall respect the rights, responsibilities and integrity of their colleagues and other public officials with whom they work and associate.

d. They shall manage all matters of personnel within the scope of their authority so that fairness and impartiality govern their decisions.

e. They shall promote equal employment opportunities, and in doing so, oppose any discrimination, harassment or other unfair practices.

**6) Conflict of Interest** - City officials and employees shall actively avoid the appearance of or fact of conflicting interest.

a. They shall discharge their duties without favor and shall refrain from engaging in any outside matters of financial or personal interest incompatible with the impartial and objective performance of their duties.

b. They shall not, directly or indirectly, seek or accept personal gain which would influence, or appear to influence, the conduct of their official duties.

c. They shall not use public property or resources for personal or political gain.

---

# CITY OF GRAND ISLAND

## Investment Policy

---

### **I. Governing Authority**

#### ***Legality***

The investment program shall be operated in conformance with federal, state, and other legal requirements.

### **II. Scope**

This policy applies to the investment of all funds, excluding the investment of employees' retirement funds.

#### ***Pooling of Funds***

Except for cash in certain restricted and special funds, the City will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

### **III. General Objectives**

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

#### **1. Safety**

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

##### **a. Credit Risk**

The City will minimize credit risk, which is the risk of loss due to the failure of the security issuer or backer, by:

- Limiting investments to the types listed in Section VII of this Investment Policy
- Pre-qualifying the financial institutions, brokers/dealers, intermediaries, and advisors with which the City will do business in accordance with Section V
- Diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.

##### **b. Interest Rate Risk**

The City will minimize interest rate risk which is the risk that the market value of securities in the portfolio will fall due to changes in market interest rates, by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity

- Investing operating funds primarily in shorter term securities, money market mutual funds, or similar investment pools and limiting the average maturity of the portfolio.

## **2. Liquidity**

The investment portfolio shall remain sufficiently liquid to meet reasonably anticipated operating requirements. This is accomplished by structuring the portfolio so that securities mature concurrently with anticipated cash needs and a portfolio makeup that consists largely of securities with active resale markets. Alternatively, a portion of the portfolio may be placed in money market mutual funds or other short term funds.

## **3. Yield**

The investment portfolio shall be designed with the objective of attaining a market rate of return, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above.

Securities shall generally be held until maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal.
- A security swap to improve the quality, yield, or target duration in the portfolio.
- Liquidity needs of the portfolio require that the security be sold.

The City's cash management portfolio shall be designed with the objective of meeting or exceeding the average return on three month U.S. Treasury bills, the state investment pool, or the average rate on Fed funds. These indices are considered benchmarks for lower risk investments. The investment program shall seek to augment returns above this threshold, consistent with risk limitations identified herein.

# **IV. Standards of Care**

## **1. Prudence**

The standard of prudence to be used by investment officials shall be the "prudent person" standard. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

The "prudent person" standard states that, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived".

## **2. Ethics and Conflicts of Interest**

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business and further disclose any personal

financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.

### **3. *Delegation of Authority***

Authority to manage the investment program is granted to the Finance Director or Designee and derived from City Code Section 2-34. Responsibility for the operation of the investment program is hereby delegated to the City Treasurer, who shall act in accordance with established written procedures and internal controls consistent with this investment policy. No person may engage in any investment transaction except as provided under the terms of this policy and the procedures established by the City Treasurer. The City Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

## **V. Authorized Financial Institutions, Depositories, and Broker/Dealers**

### **1. *Authorized Financial Institutions, Depositories and Broker/Dealers***

A list will be maintained of financial institutions and depositories authorized to provide investment services. All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

- Audited financial statement demonstrating compliance with state and federal capital adequacy guidelines
- Proof of National Association of Securities Dealers (NASD) certification (not applicable to Certificate of Deposit counterparties)
- Proof of state registration
- Evidence of adequate insurance coverage

An annual review of the financial condition and registration of all qualified financial institutions and broker/dealers will be conducted by the investment officer.

### **2. *Minority and Community Financial Institutions***

From time to time, the investment officer may choose to invest in instruments offered by minority and community financial institutions. In such situations, a waiver to certain parts of the criteria under Paragraph 1 may be granted. All terms and relationships will be fully disclosed and reported prior to purchase and be approved by the appropriate legislative or governing body in advance and be consistent with state or local law.

## **VI. Safekeeping and Custody**

### **1. *Delivery vs. Payment***

All trades of marketable securities will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds.

### **2. *Safekeeping***

Securities will be held by an independent third party custodian selected by the entity as

evidenced by safekeeping receipts in the City's name.

### **3. Internal Controls**

The City Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. Details of the internal controls system shall be documented in an investment procedures manual and shall be reviewed and updated annually. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management.

The internal controls structure shall address the following points:

- Development of a wire transfer agreement with the lead bank and third party custodian
- Control of collusion
- Separation of transaction authority from accounting and recordkeeping
- Custodial safekeeping
- Clear delegation of authority to subordinate staff members
- Written confirmation of transactions for investments and wire transfers

Accordingly, the investment officer shall assure compliance with policies and procedures through the City's annual independent audit.

## **VII. Suitable and Authorized Investments**

### **1. Investment Types**

Consistent with the GFOA Policy Statement on State and Local Laws Concerning Investment Practices, the following investments will be permitted by this policy and are those defined by state and local law where applicable:

- U.S. Treasury obligations which carry the full faith and credit guarantee of the United States government;
- U.S. government agency and instrumentality obligations that have a liquid market with a readily determinable market value;
- Certificates of deposit and other evidence of deposit at financial institutions,
- Bankers' acceptances
- Commercial paper, rated in the highest tier (e.g., A-1, P-1, F-1 or D-1 or higher) by a nationally recognized rating agency;
- Investment-grade obligations of state, provincial and local governments and public authorities;
- Repurchase agreements whose underlying purchased securities consist of the aforementioned instruments;
- Money market mutual funds regulated by the Securities and Exchange Commission whose portfolios consist only of dollar denominated securities; and
- Local government investment pools either state administered or developed through joint powers statutes and other intergovernmental agreement legislation.

Investments in derivatives of the above instruments shall not be entered into.

## **2. Collateralization**

Where allowed by state law and in accordance with the GFOA Recommended Practices full collateralization will be required on all demand deposit accounts, including checking accounts and non negotiable certificates of deposit.

# **VIII. Investment Parameters**

## **1. Diversification**

Investments shall be diversified by:

- Limiting investments to avoid an over concentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities).
- Limiting investment in securities that have higher credit risks,
- Investing in securities with varying maturities, and

For cash management funds:

- Liquidity shall be assured through practices ensuring that the next distribution date and payroll date are covered through maturing investments.
- Positions in commercial paper shall be limited in case of default.
- Risk of market price volatility shall be controlled through maturity diversification.
- The investment officer shall establish strategies and guidelines for that portion of the total portfolio that may be invested in securities other than repurchase agreements, Treasury bills or certificates of deposit. These guidelines shall be reviewed periodically.

## **2. Maximum Maturities**

To the extent possible, the City shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than five (5) years from the date of purchase.

## **3. Competitive Bids**

The investment office shall obtain competitive bids from at least two brokers or financial institutions on purchases of investment instruments purchased on the secondary market.

# **IX. Reporting**

The investment officer shall prepare a quarterly investment report that provides a status of the current investment portfolio. The report should be provided to the City Administrator and Mayor and include a listing of securities held at the end of the reporting period by maturity date, their rate of return, and securities pledged on their behalf.

An annual report on the investment program and investment activity should be included within the annual Financial Audit Report.

# **X. Policy Considerations**

Any investment currently held that does not meet the guidelines of this policy shall be temporarily exempted from the requirements of this policy. Investments must come in conformance with the



policy within six months of the policy's adoption or the governing body must be presented with a plan through which investments will come into conformance.

#### **XI Approval of Investment Policy**

The investment policy shall be formally approved and adopted by the governing body of the City.

RESOLUTION 2006-75

WHEREAS, on January 27, 1992, by Resolution 92-009, the City Council of the City of Grand Island approved and adopted a Fiscal Policies Manual; and

WHEREAS, the City's auditors have recommended that this policy be updated and that an investment policy be implemented as well; and

WHEREAS, such policy manuals include the following topics:

- \* General Financial Goals of the City
- \* Accounting and Budget Policies
- \* Purchasing Policies
- \* Revenue and Investment Policies
- \* Capital Improvement Policies
- \* Debt Management Policies
- \* Communication and Disclosure Policies
- \* Code of Professional Ethics
- \* Investment Parameters
- \* Suitable and Authorized Investments

WHEREAS, City administration recommends adoption of the proposed fiscal policies and investment policies.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Fiscal Policies Manual and the Investment Policy for the City of Grand Island is hereby approved and adopted; and that the city administration be responsible for implementation of the policies outlined therein.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 7, 2006.

---

Jay Vavricek, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 2, 2006	☐ City Attorney



# **City of Grand Island**

**Tuesday, March 07, 2006**

**Special/Council Session**

## **Item G16**

**#2006-76 - Approving Business Continuity and Recovery Services Agreement with IBM**

**Staff Contact: Dave Springer**

# **Council Agenda Memo**

**From:** David Springer, Finance Director

**Meeting:** March 7, 2006

**Subject:** Approving Business Continuity and Recovery Services Agreement with IBM

**Item #'s:** G-16

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

## **Background**

The City's IBM AS400 computer system on which resides the Utilities Department's customer base and billing software, has routinely been backed up for disaster recovery purposes by a business recovery contract with IBM.

## **Discussion**

The current contract with IBM at \$309 per month is expiring. A new three year contract with IBM at \$282 per month is proposed to provide business continuity and recovery services. Sufficient funds have been budgeted for this contract within the Information Technology operating budget.

## **Alternatives**

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

1. Approve the three year contract with IBM.
2. Disapprove or deny the contract.
3. Modify the Resolution to meet the wishes of the Council
4. Table the issue

## **Recommendation**

City Administration recommends that the Council approve the contract with IBM.

## **Sample Motion**

Approve the three year Agreement for Business Continuity and Recovery Services with IBM.

IBM BUSINESS CONTINUITY & RECOVERY SERVICES

MULTIVENDOR INFORMATION TECHNOLOGY RECOVERY SERVICES  
CONTRACT DOCUMENTS

FOR

CITY OF GRAND ISLAND

100 E 1ST

GRAND ISLAND, NE 68801-5971

SUBMITTED BY:

Attn: BCRS Contract Operations  
IBM Corporation  
PO Box 700  
Suffern, NY 10901-0700

Supplement Number: P09208  
Sequence Number/Version: 5C09208-22  
Date Generated: 02/03/06  
This offer is good until 05/04/06.

**Supplement for Multivendor Information Technology Recovery Services**

The terms of the IBM Customer Agreement and its Attachment for Multivendor Information Technology Recovery Services (or an equivalent agreement signed by both parties) apply to this transaction.

**Customer Name and Address:**

CITY OF GRAND ISLAND

100 E 1ST

GRAND ISLAND, NE 68801-5971

**IBM Address for Notices:**

Attn: BCRS Contract Operations

IBM Corporation

PO Box 700

Suffern, NY 10901-0700

**Covered Address:**

100 E 1ST

GRAND ISLAND, NE 68801-5971

**REFERENCE NUMBERS**

Agreement: HQ12291

Customer: 3871230

Enterprise: 3871230

**CONTRACT PERIOD**

Start Date: 03/01/06

End Date: 02/28/09

**SUPPLEMENT**

Number: P09208

Effective Date: 03/01/06

Revision (yes/no): No

Renewal (yes/no): Yes

Primary Recovery Site

Chicago, IL

**MONTHLY CHARGES**

Total Monthly Charge: \$ 282

Minimum Total Monthly Charge: \$ 282

**RECOVERY CHARGES**

Initial Recovery Charge: \$ 3,380

Day(s) Included in Initial Recovery Charge: 2

Daily Recovery Charge per day thereafter: \$ 338

**RECOVERY EXERCISE**

Initial Contract Period Year 1 - Total Hours: 0

Number of Exercises: 0

Each subsequent twelve-month period - Total Hours: 0

Number of Exercises: 0

Additional Recovery Exercise time, per 4-hr block: \$ 548

Additional Recovery Exercises, per exercise: \$ 2,704

**TELECOMMUNICATIONS**

One-Time Charge: N/A

Usage charges are billed separately.

**GENERAL**

Temporary Transfer of Configuration for Recovery: Y

Work area space allocated at time of Event.

Agreed to: CITY OF GRAND ISLAND

Agreed to: International Business  
Machines Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Name (print): \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Supplement for Multivendor Information Technology Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: CITY OF GRAND ISLAND

Configuration

Number: 3871230

Processor: 9406/2396 820T

Address: 100 E 1ST

GRAND ISLAND, NE 68801-5971

Recovery Site: Chicago, IL

System Storage: 2048MB

Supplement Number: P09208

DASD Gigabytes: 121.52GB

Minimum OS Level: OS/400 5.2.0

Quantity or Units	Machine or Product	Model	Product Description
=====			

IBM Equipment:

1	9406/2396	820T	iSeries CPU Server Model
8	940XMS	820	Main Storage-256MB Increments
1	940X/1522	8XX	AS/400 8XX Interactive Featr.
1	940XCDROM	8XX	CD-ROM Drive
1	940XDVDRA	8XX	DVD-RAM Drive
Note: Minimum OS/400 level required is V5R1M0			
71	940XHAD	820	High Availability DASD
This quantity depicts the number of SMA High Availability Dasd units used to obtain the customer dasd requirement. This is not to be confused with the total usable dasd in gigabytes which is listed at the top of the Proposal.			
1	940X/4487	XXX	50GB .25" Cartidge Tape Unit
Prerequisite: OS/400 V5R1 or later			
1	6XXX	X12	1200 LPM Line Printer
4	318X/319X	000	Operator Console
A PC with Operations Console - LAN Connect/direct connect may be substituted instead of a Twinax WkStn for the primary System Console or partition (LPAR) console on iSeries (8xx) contracts			
When system is LPAR-ed a maximum of one (318X/319X 000 or RMT/CONS LPAR) per LPAR is supported.			
1	940XTWIN	8XX	Twinax WkStn Cntrlr
A 100/10 Ethernet IOA may be substituted for Twinax WkStn Cntrlr to support Operations Console - LAN Connect			
1	940X/COMM	8XX	Comm Adapter-Port RS232/V.24
1	940X/V.35	8XX	Comm. Adapter-Port V.35
2	940X/2838	XXX	PCI 100/10Mbps Ethernet IOA
2	7855	010	Modem V.32/V.42 1.2-12.0Kbps

Network Lines:

8	Line	000	Analog Dial Line
---	------	-----	------------------

Non-IBM Equipment: NONE

**Amendment to IBM Customer Agreement  
Attachment for Multivendor Information Technology Recovery Services**

Name and Address of Customer:

CITY OF GRAND ISLAND

100 E 1ST

GRAND ISLAND, NE 68801-5971

Referenced Agreement No.: HQ12291

Supplement No.: P09208

Customer No.: 3871230

Enterprise No.: 3871230

IBM Address:

Attn: BCRS Contract Operations

IBM Corporation

PO Box 700

Suffern, NY 10901-0700

Additional Supplement Numbers:

CITY OF GRAND ISLAND (you) and International Business Machines Corporation (IBM) agree that the following terms and conditions amend the IBM Customer Agreement Attachment for Multivendor Information Technology Recovery Services specifically for the above Supplement Number(s) as follows:

1. In Section 7, "Other Terms", after the subsection "Notification", insert the following new subsection:

**State & Local Government Terms**

Notwithstanding the foregoing, for the Subscription(s) identified by the above Supplement Number(s), IBM will:

- 1) allow you to terminate such Subscription(s) before the start of any fiscal year because funds have not been appropriated by the applicable legislative body; and
- 2) defer any applicable increases in rates and charges until the first invoice cycle of your next twelve-month fiscal year.

2. In Section 7, "Other Terms", at the end of the section, add the following new subsection:

**Temporary Transfer of Configurations or Equipment**

You have selected a Configuration or certain items of equipment ("TTC" and "TTE" respectively, "TT" collectively) that IBM will, on your request, transfer to a location you choose, within the United States (except Alaska and Hawaii), for your temporary use during an Event. Eligibility of TT for transfer by type of Event is specified in a Supplement. If such Event is associated with your declaration of an Outage Emergency, the Initial Recovery Charge will apply once you provide IBM the address of the location to which TT is to be shipped.



IBM Responsibilities - Temporary Transfer: IBM will:

- 1) after you Declare and at your request, ship eligible TT to arrive at the location you specify within forty-eight (48) hours of such request;
- 2) in advance of your scheduled Recovery Exercise, at your request, ship eligible TT to the location you specify;
- 3) provide service and support, at no additional charge, to enable TT to operate according to specifications; and
- 4) bear the risk of loss except for theft or vandalism of TT at the location you specified, unless such loss is caused by IBM's employee(s).

Your Responsibilities - Temporary Transfer: When IBM transfers TT to you, you agree to:

- 1) use TT for Event purposes only;
- 2) return TT to the IBM-designated location promptly at the end of a Recovery Exercise, or no later than six weeks from the time you Declare, whichever applies;
- 3) furnish all labor for unpacking and packing the TT;
- 4) obtain IBM's written consent prior to moving TT to a location other than the location to which it was delivered;
- 5) provide written notice to IBM before you make an alteration to any part of the TT. You may make an attachment without notifying IBM.

An attachment is the connection of any other product or device to the TT. An alteration is any change made which deviates from the physical, mechanical, electrical, or electronic design, whether or not additional devices or parts are used. You may not make an alteration or attachment that creates a safety hazard or renders maintenance of the TT impractical. You are responsible for the results obtained from both alterations and attachments made by you;

- 6) remove attachments and restore TT to an unaltered condition, before returning the TT to IBM; and
- 7) return TT to IBM in the same condition as when the TT was delivered to you, normal wear and tear excepted.

Temporary Transfer - Charges: If, on your request, IBM transfers TT to a location you choose, in addition to other charges you may incur under this Attachment, you agree to pay:

- 1) all shipping charges, taxes, tariffs and insurance charges incurred for shipment to such location and return to IBM; and
- 2) daily or other usage or Event charges specified in a Supplement and identified as applicable to Temporary Transfer Configurations or Equipment; and
- 3) other charges you incur by your use of TT at the location you chose.

If there is a conflict between the terms and conditions of this Amendment including its attached Addendum, Supplements, and Statement of Work and the 1) IBM Customer

Agreement, 2) its Attachment for Multivendor Information Technology Recovery Services, or 3) its Supplement(s) for Multivendor Information Technology Recovery Services, those of this Amendment and its attached Addendum, Supplements, and Statement of Work prevail. Except as modified by this Amendment and such attached documents, the terms and conditions of such Agreement, Attachment, and Supplement(s) for Multivendor Information Technology Recovery Services remain in full force and effect.

Each party acknowledges that it has read this Amendment and any applicable attached Addenda, Supplements, and Statements of Work, understands them, and agrees to be bound by their terms and conditions. Further, both parties agree that the complete agreement between the parties about Multivendor Information Technology Recovery Services will consist of 1) this Amendment including its applicable Addendum(a), Supplement(s), and Statement(s) of Work, and 2) the IBM Customer Agreement and its applicable Attachment and Supplement(s) for Multivendor Information Technology Recovery Services. This statement of the agreement supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to the subject.

Agreed to:  
CITY OF GRAND ISLAND

Agreed to:  
International Business Machines  
Corporation

By \_\_\_\_\_  
Authorized Signature

By \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (Type or Print)      Date

\_\_\_\_\_  
Name (Type or Print)      Date

RESOLUTION 2006-76

WHEREAS, the City of Grand Island has an IBM AS400 computer system which contains the Utility Department's customer base and billing software; and

WHEREAS, such computer system is routinely backed up for disaster recovery purposes by a business recovery contract with IBM; and

WHEREAS, such contract is scheduled to expire soon; and

WHEREAS, a new contract has been negotiated with IBM to continue providing such business recovery services at a lower monthly rate; and

WHEREAS, the City Attorney's office has reviewed and approved the proposed agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the three-year contract with IBM to provide business continuity and recovery services for the City's AS400 computer system is hereby approved; and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 7, 2006.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	☐ _____
March 2, 2006	☐ City Attorney



# **City of Grand Island**

**Tuesday, March 07, 2006**

**Special/Council Session**

## **Item G17**

**#2006-77 - Approving Interlocal Agreement with Kearney,  
Nebraska for Cable Consultant Services**

**Staff Contact: Doug Walker**

# **Council Agenda Memo**

**From:** Dale M. Shotkoski, Assistant City Attorney  
David Springer, Finance Director

**Meeting:** March 7, 2006

**Subject:** Interlocal Agreement with the City of Kearney;  
Contract Award for Consulting Services for Cable  
Television Franchise Review

**Item #'s:** G-17 & G-18

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

## **Background**

The City of Grand Island currently has in place a franchise agreement for cable television services. The franchise is set to expire in 2007. Federal regulations allow for the review and renewal process of a cable television franchise agreement.

The City of Kearney, Nebraska, also has a cable television franchise, which is also set to expire within the near future. Officials from the City of Grand Island and the City of Kearney have discussed and found that it would be beneficial to both communities to jointly agree to contract with a consultant to assist with the cable television franchise review and have proposed an interlocal agreement for the two cities to jointly work on a cable franchise review process.

Proposals were sought from consultants to assist with the cable franchise review process. A Mayor's Advisory Committee was appointed to assist with the cable franchise review process.

## **Discussion**

A Request for Proposal was prepared and proposals were sought. Three proposals were received and all three proposals were researched and found to be from credible consultants. The Mayor's Advisory Committee reviewed the proposals with staff assistance and it is the recommendation of the Mayor's Advisory Committee and staff that Moss & Barnett of Minneapolis, Minnesota, be awarded the contract for services.

The City of Kearney, wishes to enter into an interlocal agreement to assist in the cost share of the consultant services. The consultant services proposed total is \$87,500. Based upon the level of services to be provided, the fees will be billed at the hourly rates set out in the proposal and costs specific to the City of Grand Island will be invoiced to the City of Grand Island and costs specific to the City of Kearney will be invoiced to the City of Kearney. Joint costs will be split between the City of Kearney and the City of Grand Island so that the City of Grand Island will pay for 60% of joint costs and the City of Kearney will pay 40%. The percentages were arrived at by taking the current subscriber numbers for each community and assigning the appropriate percentages to each. Funds are available for the services in the 2005/2006 budget.

### **Alternatives**

It appears the Council has the following alternatives concerning the issue at hand:

1. The Council may move to approve the Interlocal Agreement and the consulting services contract.
2. Refer the issue to a committee.
3. Postpone the issue to a future date.
4. Take no action at this time on the issue.

### **Recommendation**

City administration recommends that the council approve the interlocal agreement with the City of Kearney to share the cost of services of the cable franchise review consultant and that council approve the contract with the Moss & Barnett to provide their consultant services in the amount of \$87,500, which amount may be increased or decreased based upon the hourly billing rates for services provided as outlined in the scope of work/fees and costs submitted by Brian Grogan of Moss & Barnett.

### **Sample Motion**

Motion to approve the interlocal agreement with the City of Kearney to share the cost and services of the cable franchise review consultant. Motion to approve the contract of Moss & Barnett for cable consulting services which contains the hourly rate to be charged for said services.

**INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF GRAND ISLAND, NEBRASKA  
AND  
THE CITY OF KEARNEY, NEBRASKA  
  
FOR  
JOINT SERVICES OF CONSULTANT  
FOR CABLE FRANCHISE RENEWAL**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the CITY OF GRAND ISLAND, NEBRASKA, and the CITY OF KEARNEY, NEBRASKA, being bodies politic and corporate and political subdivisions of the State of Nebraska, hereinafter referred to as "parties" and individually as a "party".

WITNESSETH:

WHEREAS, local television cable services are a regulated service provided by local governments to the residents of each of the parties; and,

WHEREAS, the cable service franchisee for each of the parties is currently Charter Communications; and,

WHEREAS, the franchises of each of the respective parties is set to renew in 2007, thus necessitating the need for each party to review and evaluate its cable needs and franchise agreements; and,

WHEREAS, Neb. Rev. Stat., §13-801 provides that any one or more public agency may contract with any one or more public agencies to perform in a governmental service, activity or other undertaking which each public agency entering into the contract is authorized by law to perform; and,

WHEREAS, the cities of Grand Island and Kearney are public agencies as defined in Neb. Rev. Stat., §13-801; and,

WHEREAS, both parties, being municipalities, are authorized and empowered to have cable franchise agreements to provide for cable television services for its citizens; and,

WHEREAS, the parties agree to continue to provide for regulated cable television services for its citizens and to work together to provide for expert consultant services for the technical review of each of the respective parties cable franchises.

NOW, THEREFORE, the parties mutually covenant and agree as follows:

1. **PURPOSE.** The purpose of this agreement shall be to establish a joint agreement with Brian T. Grogan , attorney at law, of the firm of Moss & Barnett, of Minneapolis, Minnesota to share his expertise and knowledge, to assist each of the respective parties in the review and assessment of needs and negotiations for the renewal of each of the parties' respective cable franchises.

2. **EXERCISE OF GOVERNMENTAL FUNCTIONS.** It is understood and agreed by the parties that this agreement provides for the joint use of the services of Brian T. Grogan to assist each in the cable franchise renewal process, but, does not establish a separate legal entity to do so, nor does this agreement establish an employee of any party as an agent of any other party for any purpose whatsoever. This agreement shall provide only for the sharing of the consultant services and costs by the parties towards the renewal of the respective parties' cable television franchises.

3. **TERM.** This agreement shall remain in effect until each of the respective parties' cable television franchises have been renewed, with the renewal of each set to be in the year 2007, however, if negotiations extend, said agreement shall continue until each of the respective parties' franchise renewals have been completed.

4. **TERMINATION.** This agreement may be terminated at any time, with or without cause, upon thirty (30) days prior written notice given to the non-terminating party by the terminating party.

5. **GOVERNMENT.** The activities of this cooperative undertaking shall be governed by the City Administrator for the City of Grand Island and the City Manager for the City of Kearney.

6. **COOPERATIVE POWERS AND AUTHORITY.** The parties agree, subject to the limitations herein set forth, to aid and assist the other, by cooperatively working with Brian T. Grogan and any people working under his direction to assist in the steps necessary for the successful cable television franchise renewals. The anticipated services to be provided by the consultant may include, but are not limited to, a consultant meeting with city staff to develop a work plan and negotiation strategy. The review of each of the city's existing cable franchise documents and analysis of the degree to which Charter Communication complies with the franchise requirements for each shall be performed. The consultant shall also develop and implement a survey to obtain input from all demographic and geographic stake holders within each of their respective cities to this agreement. The consultant shall further complete a community needs assessment. The consultant shall conduct a review of the financial history and financial qualifications of Charter Communications, including a review of the company's financial projections, and a review of the past franchise fees paid by the company to each of the respective cities. The consultant shall consult with city staff to prioritize items for inclusion in a new franchise agreement and assist in drafting new versions of each of the cities' franchise documents as required. Assistance shall be provided by the consultant to counsel each of the cities during informal and/or formal franchise renewal negotiations with Charter Communications. It is anticipated that the total consultant fees for the services to be performed for the cities shall not exceed \$87,500. It is furthermore anticipated that for specialized services



to be performed for one or the other respective parties, that can be clearly identified as being specific to one or the other parties, said fees shall be identified in the billing and paid by such party. All other fees for joint services shall be divided between the parties to this agreement based upon the same ratio as cable customers that are currently subscribing for each of their respective cities. The current number of cable subscribers for the City of Grand Island is 10,000 and the current number of cable subscribers for the City of Kearney is 7,000. Joint costs shall thus be shared by the parties with the City of Grand Island responsible for 60% and the City of Kearney responsible for 40%.

7. **MODIFICATION.** This agreement may be modified by written agreement of the parties.

8. **NO SEPARATE ENTITY.** This agreement provides for the joint use of consultant services by the parties as provided herein, but does not establish a separate legal entity to do so, nor does this agreement establish any employee of either party as an agent or employee of the other party for any purpose whatsoever. This agreement shall provide only for the sharing of consultant services and costs by the parties toward the establishment of cable franchises for each of the said parties.

9. **PROPERTY.** It is not anticipated that any property shall be acquired by either party by entering into this agreement.

10. **FINANCES.** This agreement shall be financed by funds made available by the parties hereto.

11. **PROVISION OF ASSISTANCE.** Pursuant to the Interlocal Cooperation Act, any party to this agreement, and at the parties' sole discretion, may appropriate funds and/or provide assistance, including personnel and services, as may be within the parties legal power to furnish.

12. **ADDITIONAL AGREEMENTS.** It is understood and agreed by the parties that if any party, term or provision of this agreement is held by a court of competent jurisdiction to be illegal or in conflict with any laws of the State of Nebraska, the validity of the remaining portions or provisions shall not be effected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain a particular part, term or provision held to be invalid. It is further agreed that:

- a. It is expressly understood and agreed that the enforcement of the terms and conditions of this agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the named parties hereto, and nothing contained in this agreement shall give or allow any such claim or right of action by any third person not expressly a party to this agreement. It is the intention of the parties that any person other than the named parties receiving services or benefits under this agreement shall be deemed to be an incidental beneficiary only;

- b. This agreement shall become effective for each party when that party by ordinance, motion or resolution adopts and approves this agreement and authorizes the proper official to execute this agreement; and,
- c. Each party agrees not to allow any other person or entity to join in this agreement except with approval by the other party.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Attest:

CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,

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

By: \_\_\_\_\_  
Jay Vavricek, Mayor

Approved as to Form:

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

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Attest:

CITY OF KEARNEY, NEBRASKA,  
A Municipal Corporation,

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

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

Approved as to Form:

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

RESOLUTION 2006-77

WHEREAS, the City of Grand Island has a franchise agreement for cable television services which is set to expire in 2007; and

WHEREAS, federal regulations allow for the review and renewal process of a cable television franchise agreement; and

WHEREAS, the City of Kearney also has a cable franchise agreement which is set to expire in the near future; and

WHEREAS, it is suggested that both communities work together to contract with a consultant to assist with the cable television franchise review process for their respective communities; and

WHEREAS, an Interlocal Agreement has been prepared setting out the cost to each community for such cable franchise review consultant; and

WHEREAS, the City Attorney's office has reviewed and approved the proposed Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Interlocal Agreement between the City of Grand Island and the City of Kearney for joint services of consultant for cable franchise renewal is hereby approved; and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 7, 2006.

---

Jay Vavricek, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 2, 2006	☐ City Attorney



# City of Grand Island

Tuesday, March 07, 2006

Special/Council Session

## Item G18

**#2006-78 - Approving Contract for Cable Consultant Services**

*This item relates to Consent Item G-17.*

Staff Contact: Dave Springer

R E S O L U T I O N    2006-78

WHEREAS, the City of Grand Island invited proposals for Cable Television Franchise Review and Consulting Services in accordance with a Request for Proposal on file with the City Attorney's Office; and

WHEREAS, proposals were due on July 28 2005; and

WHEREAS, three proposals were received, reviewed and evaluated in accordance with established criteria; and

WHEREAS, Moss & Barnett of Minneapolis, Minnesota, submitted a proposal in accordance with the terms of the request for proposals and all statutory requirements contained therein and the City Procurement Code, such proposal being for actual costs not to exceed \$87,500; and

WHEREAS, the City of Kearney is working with the City of Grand Island to conduct its own cable franchise review; and

WHEREAS, the consulting services proposed by Moss & Barnett would benefit both communities; and

WHEREAS, each community will be responsible for the costs associated with the consulting services attributable to its community as more specifically identified in an Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Moss & Barnett of Minneapolis, Minnesota, for cable television franchise review and consulting services for actual costs not to exceed \$87,500 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 7, 2006.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	☐ _____
March 2, 2006	☐ City Attorney



# City of Grand Island

Tuesday, March 07, 2006

Special/Council Session

## Item G19

**#2006-79 - Approving Bid Award for Logging Recorder**

Staff Contact: Lela Lowry

# **Council Agenda Memo**

**From:** Lela L. Lowry, Emergency Management/911 Director

**Meeting:** March 7, 2006

**Subject:** Approve bid award for Logging Recorder.

**Item #'s:** G-19

**Presenter(s):** Lela L. Lowry, EM/911 Director

## **Background**

The current logging recorder in the 911 center operates at an average of 50%. The logging recorder is used to record information from 911 calls and radio dispatch. Information from these recordings are periodically used for court for both the city and the county.

## **Discussion**

Bid information was sent to 6 vendors with response from two local vendors; Midland Telecom and Platte Valley Communications. Each of these vendors had exceptions towards the bid specifications. After careful review of specifications, Emergency Management has selected Midland Telecom as the vendor for the purchase of the Logging Recorder.

## **Alternatives**

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

1. Move to approve the bid award of the logging recorder
2. Not approve the bid award of the logging recorder
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve the bid award for the logging recorder.

## **Sample Motion**

Motion to approve the bid award for the purchase of the logging recorder in the 911 center to Midland Telecom of Grand Island, Nebraska in the amount of \$26,995.00.

*Purchasing Division of Legal Department*  
**INTEROFFICE MEMORANDUM**



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** February 24, 2006 at 11:00 a.m.

**FOR:** Logging Recorder

**DEPARTMENT:** Emergency Management

**ESTIMATE:** \$35,000.00

**FUND/ACCOUNT:** 215

**PUBLICATION DATE:** February 17, 2006

**NO. POTENTIAL BIDDERS:** 5

**SUMMARY**

<b>Bidder:</b>	<b><u>Midland Telecom, Inc.</u></b> Grand Island, NE	<b><u>Platte Valley Communications, Inc.</u></b> Grand Island, NE
<b>Bid Security:</b>	<b>\$1,350.00</b>	<b>Nationwide Mutual Insurance Co.</b>
<b>Exceptions:</b>	<b>Noted</b>	<b>Noted</b>
<b>Bid Price:</b>	<b>\$26,995.00</b>	<b>\$33,660.00</b>

cc: Lela Lowry, Emergency Management Director  
Dale Shotkoski, Purchasing Agent

Gary Greer, City Administrator  
Laura Berthelsen, Legal Assistant

**P1074**



RESOLUTION 2006-79

WHEREAS, the City of Grand Island invited sealed bids for one (1) Digital Voice Logging Recorder System for the Emergency Management Department – 911 Division, according to plans and specifications on file with the Emergency Management Department / Communications Division; and

WHEREAS, on February 24, 2006, bids were received, opened and reviewed; and

WHEREAS, Midland Telecom, Inc. of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$26,995.00; and

WHEREAS, Midland Telecom, Inc.'s bid is less than the estimate for such equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Midland Telecom, Inc. of Grand Island, Nebraska, in the amount of \$26,995.00 for one digital voice logging recorder system is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 7, 2006.

---

Jay Vavricek, Mayor

Attest:

---

RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, March 07, 2006**

**Special/Council Session**

## **Item G20**

**#2006-87 - Approving Termination of SWAT Interlocal Agreement  
with Hall County**

**Staff Contact: Steve Lamken**

# **Council Agenda Memo**

**From:** Steven Lamken, Police Chief  
**Meeting:** March 7, 2006  
**Subject:** SWAT Team Interlocal Agreement  
**Item #'s:** G-20  
**Presenter(s):** Steven Lamken, Police Chief

## **Background**

The City entered into an Interlocal Agreement with Hall County to form a joint Special Weapons and Tactics Team in March of 2004. The concept was to have officers from both agencies serving on the joint team. The team would respond to incidents in both the City and County as needed. Since inception, the Team has trained and prepared to function as a full service SWAT Team; however, has never been deployed as a fully operational team. Concerns have been voiced by the Council and others that this is a duplication of services with the Nebraska State Patrol SWAT Team in the Troop C area. There have been additional concerns relevant to the costs of training and equipping the team to become a fully operational SWAT team.

## **Discussion**

The Police Department management team is recommending that the City Council resolve to dissolve the Interlocal SWAT Team agreement with Hall County. We further recommend that the Grand Island Police Department be permitted to reorganize the structure of the existing team to the limited scope of warrant service and perimeter security.

The recommendation to dissolve the Interlocal agreement is based upon:

- The long term direction of the role and services of the team have not been in accordance with the direction of the City Council.
- The long term direction of the role and services of the team were not in agreement with the Hall County Sheriff. This has led to a reduction in involvement of the HCSO in the team.

- The Nebraska State Patrol has a full service SWAT team in Troop C which has been responsive to requests for service from the Grand Island Police Department.
- The training being received by the Interlocal team has been directed more towards a full service SWAT team and not just a warrant service team.
- The command and control of the Interlocal SWAT team has been held jointly under two supervisor/coordinators who are members of the team. The level of command and control exercised independently over the team by the Chief of Police and or the Hall County Sheriff is not clearly defined.

The management team recommendation to reorganize the structure of the team and create a Police Department warrant service team is based upon:

- The Grand Island Police Department is frequently called upon to serve arrest and search warrants that have an elevated level of risk to the safety of officers.
- The Grand Island Police Department is called upon to handle calls for service where a despondent person is barricaded in a building. The person will not initiate contact for help and the department is responsible to secure the perimeter around the building and negotiate with the person.
- The Nebraska State Patrol has specific protocols for the activation of their SWAT teams.
- The Nebraska State Patrol protocols limits when they will respond to warrant service calls and or barricaded suspects.
- The safe execution of building entry warrants and the securing of perimeters requires specialized training. The use of police officers who have not received specialized training to perform such services increases the risk of harm to themselves and others.
- A unit with specialized training in the limited areas of warrant service and perimeter security can provide improved safety for officers of the department as well as the people of the City.

The reorganized warrant service unit will be under the direct command of the Chief of Police and his designated commander. The Chief of Police will ensure the strategies, training, supervision and deployment of the unit fall within the limited scope of services recommended.

## **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 termination of the Interlocal Agreement with Hall County and restructure the program into a warrant service team.

## **Sample Motion**

Motion to approve the termination of the Interlocal Agreement with Hall County and restructure the program into a warrant service team.

RESOLUTION 2006-87

WHEREAS, the City of Grand Island (City) entered into a "Interlocal Agreement By and Between the County of Hall and the City of Grand Island for Joint Special Weapons and Tactics Team," with the County of Hall (County) dated March 9, 2004; and

WHEREAS, the term of this agreement is for five years with renewals for successive one year periods; and

WHEREAS, the agreement permits the City or the County to terminate the agreement upon thirty days prior written notice; and

WHEREAS, the Nebraska State Patrol has a full service SWAT team located in the City which is available to assist law enforcement as needed; and

WHEREAS, the City's Police Department is seeking to avoid duplication of services and reallocate personnel in a more effective manner; and

WHEREAS, the City Police Department is recommending that it would be in the best interest of the Police Department to terminate the interlocal agreement for a SWAT team with Hall County.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the "Interlocal Agreement By and Between the County of Hall and the City of Grand Island for Joint Special Weapons and Tactics Team" dated March 9, 2004, shall be terminated and the Mayor is authorized to sign a thirty day notice which shall be given to the County of such termination pursuant to paragraph "4" of the agreement.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 7, 2006.

---

Jay Vavricek, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 2, 2006	☐ City Attorney



# City of Grand Island

Tuesday, March 07, 2006

Special/Council Session

## Item G21

**#2006-88 - Approving the State Bid Contract for System Furniture  
at the Public Safety Facility**

Staff Contact: Steve Lamken

# **Council Agenda Memo**

**From:** Steven Lamken, Police Chief

**Meeting:** March 7, 2006

**Subject:** Systems Furnishings for New Law Enforcement Center

**Item #'s:** G-21

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

## **Background**

The Police Department and Sheriff's Office will require furnishings for the new law enforcement center. Most of the current furnishings in the Public Safety Center are worn out, or of low quality. The current plan is to use systems furnishings for many of the work areas of the new center.

## **Discussion**

The Police Department requests to use the State of Nebraska contract 10628(OC)REN(13) for systems furnishings with Surroundings, LLC of Lincoln, Nebraska. The State bid product (Knoll Furniture) is of good quality and heavily discounted in pricing. The Police Department lacks the expertise to develop specification to bid systems furnishings. The Police Department and Sheriff's Office will have the ability to work directly with the State bid vendor's systems designers to identify products and design work stations. The Police Department plans to bid all other office furnishings, tables, and chairs on a competitive basis.

## **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 use of the State of Nebraska contract for systems furnishings.

## **Sample Motion**

Motion to approve the use of the State of Nebraska contract 10628(OC)REN(13) for systems furnishings with Surroundings, LLC of Lincoln, Nebraska.

R E S O L U T I O N   2006-88

WHEREAS, the Police Department is progressing with the construction of the new public safety center, and in particular the system furniture to be used in the building; and

WHEREAS, such furniture can be obtained from the State contract holder; and

WHEREAS, purchasing the furniture from the State contract holder meets all statutory bidding requirements; and

WHEREAS, purchasing the furniture in this manner also allows the department to use the services of the state bid vendor's systems designers to identify products and to design work stations which is an area that the department lacks expertise in developing specifications for a formal bid process; and

WHEREAS, the exact amount to be expended for such systems furniture is not known at this time, and will not be known until the construction is nearing completion.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Police Department is hereby authorized to pursue the purchase of system furniture for the new public safety center from the State contract holder, Surroundings, LLC of Lincoln, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 7, 2006.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	<input type="checkbox"/>	_____
March 2, 2006	<input type="checkbox"/>	City Attorney



# City of Grand Island

Tuesday, March 07, 2006

Special/Council Session

## Item I1

**#2006-80 - Approving Request of Casey's Retail Company dba  
Casey's General Store #2707, 806 N. Eddy Street for a Class "D"  
Liquor License**

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

Staff Contact: RaNae Edwards

RESOLUTION 2006-80

WHEREAS, an application was filed by Casey's Retail Company, doing business as Casey's General Store #2707 at 806 N. Eddy Street for a Class "D" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on February 25, 2006; such publication cost being \$6.24; and

WHEREAS, a public hearing was held on March 7, 2006, 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.

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 7, 2006.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	<input type="checkbox"/> _____
March 2, 2006	<input type="checkbox"/> City Attorney



# City of Grand Island

Tuesday, March 07, 2006

Special/Council Session

## Item I2

**#2006-81 - Approving Request of Casey's Retail Company dba  
Casey's General Store #2727, 1219 West 2nd Street for a Class "B"  
Liquor License**

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

Staff Contact: RaNae Edwards

RESOLUTION 2006-81

WHEREAS, an application was filed by Casey's Retail Company, doing business as Casey's General Store #2727 at 1219 W. 2<sup>nd</sup> Street for a Class "B" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on February 25, 2006; such publication cost being \$6.24; and

WHEREAS, a public hearing was held on March 7, 2006, 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.

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 7, 2006.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	<input type="checkbox"/> _____
March 2, 2006	<input type="checkbox"/> City Attorney



# City of Grand Island

Tuesday, March 07, 2006

Special/Council Session

## Item I3

**#2006-82 - Approving Request of Casey's Retail Company dba  
Casey's General Store #2732, 4150 West U.S. Highway 30 for a  
Class "B" Liquor License**

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

Staff Contact: RaNae Edwards

RESOLUTION 2006-82

WHEREAS, an application was filed by Casey's Retail Company, doing business as Casey's General Store #2732 at 4150 W. U. S. Highway 30 for a Class "B" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on February 25, 2006; such publication cost being \$6.24; and

WHEREAS, a public hearing was held on March 7, 2006, 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.

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 7, 2006.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	<input type="checkbox"/> _____
March 2, 2006	<input type="checkbox"/> City Attorney





# City of Grand Island

Tuesday, March 07, 2006

Special/Council Session

## Item I4

**#2006-83 - Approving Request of Casey's Retail Company dba  
Casey's General Store #2737, 1814 N. Eddy Street for a Class "D"  
Liquor License**

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

Staff Contact: RaNae Edwards

RESOLUTION 2006-83

WHEREAS, an application was filed by Casey's Retail Company, doing business as Casey's General Store #2737 at 1817 N. Eddy Street for a Class "D" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on February 25, 2006; such publication cost being \$6.24; and

WHEREAS, a public hearing was held on March 7, 2006, 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.

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 7, 2006.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	<input type="checkbox"/> _____
March 2, 2006	<input type="checkbox"/> City Attorney



# City of Grand Island

Tuesday, March 07, 2006

Special/Council Session

## Item I5

**#2006-84 - Approving Request of Casey's Retail Company dba  
Casey's General Store #2742, 2223 South Locust Street for a Class  
"B" Liquor License**

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

Staff Contact: RaNae Edwards

RESOLUTION 2006-84

WHEREAS, an application was filed by Casey's Retail Company, doing business as Casey's General Store #2742 at 2223 S. Locust Street for a Class "B" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on February 25, 2006; such publication cost being \$6.24; and

WHEREAS, a public hearing was held on March 7, 2006, 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.

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 7, 2006.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	<input type="checkbox"/> _____
March 2, 2006	<input type="checkbox"/> City Attorney



# City of Grand Island

Tuesday, March 07, 2006

Special/Council Session

## Item I6

**#2006-85 - Approving Request of Perez, Inc. dba Tucanaso, 410  
East 4th Street for a Class "C" Liquor License**

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

Staff Contact: RaNae Edwards

RESOLUTION 2006-85

WHEREAS, an application was filed by Perez, Inc., doing business as Tucanaso at 410 East 4<sup>th</sup> Street for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on February 25, 2006; such publication cost being \$12.73; and

WHEREAS, a public hearing was held on March 7, 2006, 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.

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 7, 2006.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	<input type="checkbox"/> _____
March 2, 2006	<input type="checkbox"/> City Attorney



# City of Grand Island

Tuesday, March 07, 2006

Special/Council Session

## Item I7

**#2006-86 - Approving Request of Sarah R. Tjaden dba The Roadhouse Garage, 2710-B Diers Avenue for a Class "C" Liquor License**

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

Staff Contact: RaNae Edwards

RESOLUTION 2006-86

WHEREAS, an application was filed by Sarah R. Tjaden, doing business as The Roadhouse Garage at 2710-B Diers Avenue 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 February 25, 2006; such publication cost being \$14.03; and

WHEREAS, a public hearing was held on March 7, 2006, 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.

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 7, 2006.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	<input type="checkbox"/> _____
March 2, 2006	<input type="checkbox"/> City Attorney





# City of Grand Island

Tuesday, March 07, 2006

Special/Council Session

## Item J1

**Approving Payment of Claims for the Period of February 29, 2006 through March 7, 2006**

*The Claims for the period of February 29, 2006 through March 7, 2006 for a total amount of \$1,048,152.35. A MOTION is in order.*

Staff Contact: RaNae Edwards



# City of Grand Island

Tuesday, March 07, 2006

Special/Council Session

## Item J2

### **Approving Payment of Claims for the Library Expansion for the Period of February 29, 2006 through March 7, 2006**

*The Claims for the Library Expansion for the period of February 15, 2006 through March 7, 2006 for the following requisitions.*

#21    \$92,844.07

#22    \$    504.00

*A MOTION is in order.*

Staff Contact: RaNae Edwards

EXHIBIT B  
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 21

TO: Wells Fargo Bank, National Association, Trustee  
1248 O Street, 4th Floor  
Lincoln, NE 68501  
Attention: Trust Department


As Trustee under that Mortgage, Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the Construction Fund (and/or Costs of Issuance Fund) pursuant to Article VI of said Indenture of the following amounts to the persons or firms indicated:

<u>Payee</u>	<u>Dollar Amount</u>	<u>Reason for Payment</u>
Mid Plains Construction Co.	\$92,844.07	Design/Build Contract

Pursuant to said Indenture, the undersigned Project Manager does hereby certify the following:

1. The above requested payments represent obligations incurred in the amounts shown by or on behalf of the Corporation with respect to the Project (or for costs of issuance for the Building Bonds) and have not previously been paid from the Construction Fund (and/or Costs of Issuance Fund).
2. The payments requested above represent disbursements permitted to be made from the Construction Fund (and/or Costs of Issuance Fund) under the terms of the Indenture and the Agreement (as defined in the Indenture), by and between said Corporation and the City of Grand Island, Nebraska.
3. Attached to this Requisition are copies of the invoices in the case of payment to third parties for services or materials. In the case of payments to the contractor under the Construction Contract (as defined in the Indenture) such contractor's application (and/or architect's certificate for payment).

IN WITNESS WHEREOF, the undersigned has caused this disbursement requisition to be executed pursuant to the terms of said Indenture this 2nd day of March, 2006.

  
\_\_\_\_\_  
Project Manager

**MID PLAINS CONSTRUCTION CO.**1319 W. North Front St.  
GRAND ISLAND, NE 68801**(308) 382-2760**Grand Island Facilities Corporation  
PO Box 1968  
Grand Island, NE 68802

TERMS: net 10 days

PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

\$ \_\_\_\_\_

**STATEMENT**DATE  
February 27, 2006NUMBER  
50175

DATE	CHARGES AND CREDITS	BALANCE
	BALANCE FORWARD	
	Re: Edith Abbott Memorial Library 2005 Expansion/Remodel Project	
	Mid Plains Labor & Materials to Date	\$305,389.17
	Cannon Moss Brygger & Assoc.	328,673.28
	Diamond Engineering Co.	184,864.70
	Subtotal	\$818,927.15
	Management Fee (6.1%)	49,954.56
	Total Costs to Date	\$868,881.71
	Less 5% retainage	-43,444.09
	Subtotal	\$825,437.62
	Less previous billings	-732,593.55
	Balance Due this Invoice	\$92,844.07

**MID PLAINS CONSTRUCTION CO.***Thank You*PAY LAST AMOUNT  
IN THIS COLUMN

EXHIBIT B  
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 22

TO: Wells Fargo Bank, National Association, Trustee  
1248 O Street, 4th Floor  
Lincoln, NE 68501  
Attention: Trust Department

As Trustee under that Mortgage, Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the Construction Fund (and/or Costs of Issuance Fund) pursuant to Article VI of said Indenture of the following amounts to the persons or firms indicated:

<u>Payee</u>	<u>Dollar Amount</u>	<u>Reason for Payment</u>
Olsson Associates	\$504.00	One proctor curve and nuclear density tests for library addition pad.

Pursuant to said Indenture, the undersigned Project Manager does hereby certify the following:

1. The above requested payments represent obligations incurred in the amounts shown by or on behalf of the Corporation with respect to the Project (or for costs of issuance for the Building Bonds) and have not previously been paid from the Construction Fund (and/or Costs of Issuance Fund).
2. The payments requested above represent disbursements permitted to be made from the Construction Fund (and/or Costs of Issuance Fund) under the terms of the Indenture and the Agreement (as defined in the Indenture), by and between said Corporation and the City of Grand Island, Nebraska.
3. Attached to this Requisition are copies of the invoices in the case of payment to third parties for services or materials. In the case of payments to the contractor under the Construction Contract (as defined in the Indenture) such contractor's application (and/or architect's certificate for payment).

IN WITNESS WHEREOF, the undersigned has caused this disbursement requisition to be executed pursuant to the terms of said Indenture this 2nd day of March, 2006.

  
\_\_\_\_\_  
Project Manager



(402) 474-6311  
Fax (402) 474-5160

**OLSSON ASSOCIATES**  
ENGINEERS • PLANNERS • SCIENTISTS • SURVEYORS

1111 Lincoln Mall  
Suite 111  
P.O. Box 84608  
Lincoln, NE 68501-4608

Edith Abbott Memorial Library  
211 N Washington St  
Grand Island, NE 68801

Invoice number 83501  
Date 2/16/2006

Contract: 2-2006-0141  
Edith Abbott Mem Library GI  
Scope of Work: OA Project No. 2-2006-0141.01

Client ID: 4338

Professional services rendered through January 28, 2006 for work completed in accordance with our verbal agreement. Services completed this period include one (1) proctor curve and nuclear density tests for the library addition building pad.

#### 1-12-411 E Abbott Mem Lib Cons Test

##### Testing

<u>Vendor / Activity</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
Std. Proctor Comp, - 4" Mold	1.00	120.00	120.00
Troxler Nuclear Density Test	12.00	27.00	324.00
Trip Charge - 30-mile Radius	6.00	10.00	60.00
Testing subtotal	19.00		504.00
Item subtotal			504.00
Invoice total			504.00

Approved by

  
Jeffery R. Palik

**INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS**

Jen