

---

# City of Grand Island



## Tuesday, June 22, 2021 Council Session Agenda

---

### City Council:

Jason Conley  
Michelle Fitzke  
Bethany Guzinski  
Chuck Haase  
Maggie Mendoza  
Vaughn Minton  
Mitchell Nickerson  
Mike Paulick  
Justin Scott  
Mark Stelk

### Mayor:

Roger G. Steele

### City Administrator:

Jerry Janulewicz

### City Clerk:

RaNae Edwards

---

**7:00 PM**

**Council Chambers - City Hall  
100 East 1st Street, Grand Island, NE 68801**

## **Call to Order**

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

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

---

**Invocation - Pastor Ray Stone, First Faith United Methodist Church, 4190 West Capital Avenue**

**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.



# City of Grand Island

Tuesday, June 22, 2021

Council Session

## Item E-1

**Public Hearing on Blighted and Substandard Study for CRA Area #32, (Josh Rhoads with Horizon Builders) located west of North Road on either side of Old Potash Highway, Grand Island, Nebraska**

*Council action will take place under Resolutions item I-1.*

Staff Contact: Chad Nabity

# Council Agenda Memo

**From:** Chad Nabity, Regional Planning Commission

**Meeting:** June 22, 2021

**Subject:** Josh Rhoads Study (Proposed Area #32)  
C-16-2021GI

**Presenter(s):** Chad Nabity, Regional Planning Commission

## Background

Josh Rhoads has commissioned a Blight and Substandard Study for Proposed Redevelopment Area No. 32. This study is approximately 43 acres of property located west of North Road and including property both north and south of Old Potash Highway in western Grand Island (See the attached map) On May 11, 2021, Council referred the attached study to the Planning Commission for its review and recommendation. The study as prepared and submitted indicates that this property could be considered blighted and substandard. The full study is attached for your review and consideration.

The decision on whether to declare an area substandard and blighted is entirely within the jurisdiction of the City Council.

## Discussion

The Statutory authority and direction to the Planning Commission is referenced below to explain the Planning Commission purpose in reviewing the study:

**18-2109. Redevelopment plan; preparation; requirements; planning commission or board; public hearing; notice; governing body; public hearing; notice.**

(1) An authority shall not prepare a redevelopment plan for a redevelopment project area unless the governing body of the city in which such area is located has, by resolution adopted after the public hearings required under this section, declared such area to be a substandard and blighted area in need of redevelopment.

(2) Prior to making such declaration, the governing body of the city shall conduct or cause to be conducted a study or an analysis on whether the area is substandard and blighted and shall submit the question of whether such area is substandard and blighted to the planning commission or board of the city for its review and recommendation. The planning

commission or board shall hold a public hearing on the question after giving notice of the hearing as provided in section 18-2115.01. Such notice shall include a map of sufficient size to show the area to be declared substandard and blighted or information on where to find such map and shall provide information on where to find copies of the substandard and blighted study or analysis conducted pursuant to this subsection. The planning commission or board shall submit its written recommendations to the governing body of the city within thirty days after the public hearing.

(3) Upon receipt of the recommendations of the planning commission or board, or if no recommendations are received within thirty days after the public hearing required under subsection (2) of this section, the governing body shall hold a public hearing on the question of whether the area is substandard and blighted after giving notice of the hearing as provided in section 18-2115.01. Such notice shall include a map of sufficient size to show the area to be declared substandard and blighted or information on where to find such map and shall provide information on where to find copies of the substandard and blighted study or analysis conducted pursuant to subsection (2) of this section. At the public hearing, all interested parties shall be afforded a reasonable opportunity to express their views respecting the proposed declaration. After such hearing, the governing body of the city may make its declaration.

(4) Copies of each substandard and blighted study or analysis conducted pursuant to subsection (2) of this section shall be posted on the city's public web site or made available for public inspection at a location designated by the city.

~Reissue Revised Statutes of Nebraska 7-19-18

A flow chart of the blight declaration process is shown in Figure 2.

At this time, the Council is only concerned with determining if the property is blighted and substandard. Figure 3 is an overview of the differences between the blight and substandard declaration and the redevelopment plan. If a declaration as blighted and substandard is made by Council then the Community Redevelopment Authority (CRA) can consider appropriate redevelopment plans. The redevelopment plans must also be reviewed by the Planning Commission and approved by Council prior to final approval.

The City of Grand Island, as a City of the First Class, is permitted to designate an area of up to 35% of the municipal limits as blighted and substandard. As of May 25, 2021, 22.74% of the City has been declared blighted and substandard. Proposed Area 32 would add 43 acres (0.23%) bringing total to 22.96%. This study for area 33 would add 205 acres or 1.05%. The total area declared blighted and substandard if both areas 32 and 33 are approved is 24.02%.

Redevelopment Area 32

**Study Area**

**Figure 1: Study Area Map**



Source: Google Earth, Marvin Planning Consultants 2021

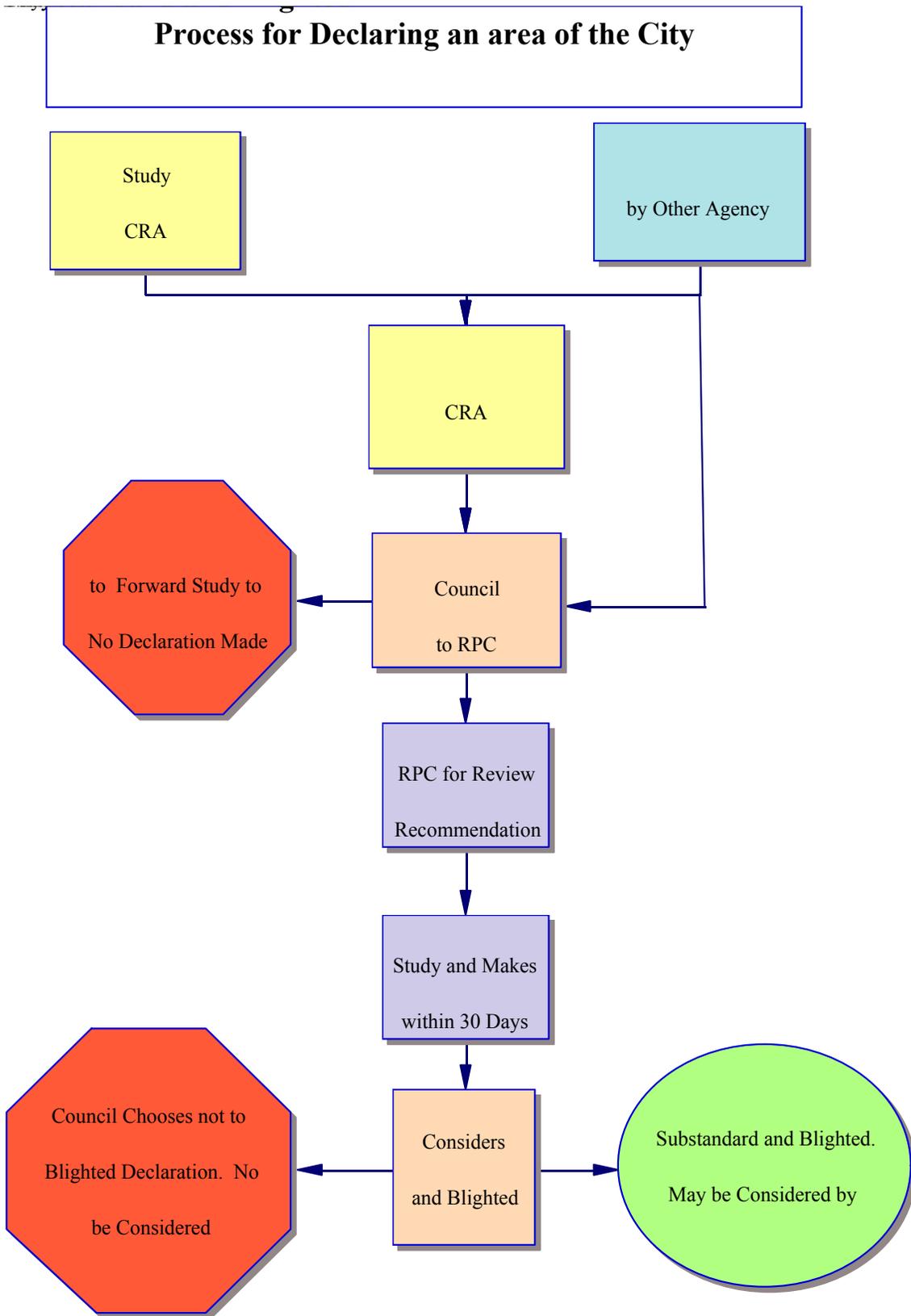


Figure 1 Blight Declaration Process (Planning Commission Recommendation is the second purple box).

# Substandard and Blighted Declaration vs. Redevelopment Plan



- **Substandard and Blighted Declaration**
  - A Study of the Existing Conditions of the Property in Question
  - Does the property meet one or more Statutory Conditions of Blight?
  - Does the Property meet one or more Statutory Conditions of Substandard Property?
  - Is the declaration in the best interest of the City?
- **Redevelopment Plan**
  - What kinds of activities and improvements are necessary to alleviate the conditions that make the property blighted and substandard?
  - How should those activities and improvements be paid for?
  - Will those activities and improvements further the implementation of the general plan for the City?

Figure 2 Blight and Substandard Declaration compared to a Redevelopment Plan

It is appropriate for the Council in conducting its review and considering its decision regarding the substandard and blighted designation to:

1. Review the study,
2. Take testimony from interested parties,
3. Review the recommendation and findings of fact identified by the Planning Commission (Planning Commission did not identify any findings with their motion so none are available.)
4. Make findings of fact, and
5. Include those findings of fact as part of its motion to approve or deny the request to declare this area blighted and substandard. Council can make any findings they choose regarding the study and the information presented during the public hearing to support the decision of the Council members regarding this matter.

### **Blighted and Substandard Defined**

The terms blighted and substandard have very specific meanings within the context of the Community Redevelopment Statutes. Those terms as defined by Statute are included below:

#### **Section 18-2103**

*Terms, defined.*

For purposes of the Community Development Law, unless the context otherwise requires:

(3) **Blighted area means** an area (a) which, by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted. A redevelopment

project involving a formerly used defense site as authorized under section 18-2123.01 shall not count towards the percentage limitations contained in this subdivision;

(31) **Substandard area means** an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare; and

~Reissue Revised Statutes of Nebraska 7-19-18

## **ANALYSIS-Blight and Substandard Study**

The following findings are copied directly from the Study. The analysis of the substandard and blighted factors is conducted on pages 6 – 13 of the study.

### **FINDINGS FOR GRAND ISLAND**

Study Area 32 has several items contributing to the Blight and Substandard Conditions. These conditions include:

#### **Blighting Summary**

These conditions are contributing to the blighted conditions of the study area.

- **Substantial number of deteriorating structures**
  - Within the study area 100.00% of the structures were deemed to be in normal condition or worse.
- **Deterioration of site or other improvements**
  - Curb and gutter are missing throughout the study area.
  - The study area has what is considered rural section (ditches) and the drainage areas appear to be silting in.
  - Streets through most of the study area were an average or excellent condition.
  - Sidewalks are missing within the entire study area.
- **Diversity of Ownership**
  - There are many different property owners within the study area including the City of Grand Island.
  - The diversity of ownership may be a barrier to future development.

#### **Criteria under Part B of the Blight Definition**

- **The average age of the residential or commercial units in the area is at least forty years.**
  - 8 (80.0%) buildings or improvements were determined to be 40 years of age or older.
  - 2 (20.0%) buildings or improvements were determined to be less than 40 years of age.
  - The average age based upon a cumulative age calculation is 41.8 years.

**The other criteria for Blight were not present in the area, these included:**

- Factors Which Are Impairing And/or Arresting Sound Growth
- Insanitary and Unsafe Conditions
- Dangerous conditions to life or property due to fire or other causes
- Faulty Lot Layout

- Improper Subdivision or Obsolete Platting
- Stable or decreasing population based on the last two decennial censuses.
- Tax or special assessment delinquency exceeding fair value of the land.
- Defective or unusual condition of title,
- Unemployment in the designated area is at least 120% of the state or national average.
- One-half of unimproved property is over 40 years old.
- The per capita income of the area is lower than the average per capita income of the city or village in which the area is designated.

These issues were either not present or were limited enough as to have little impact on the overall condition of the study area.

### **Substandard Summary**

Nebraska State Statute requires that “...an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, **age** or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;”

This Study Area meets the definition of Substandard as defined in the Revised Nebraska State Statutes.

### **FINDINGS FOR BLIGHT AND SUBSTANDARD STUDY AREA #32**

Blight Study Area #32 has several items contributing to the Blight and Substandard Conditions. These conditions include:

#### **Blighted Conditions**

- **Substantial number of deteriorated or deteriorating structures.**
- **Condition of Structures**
- **Diversity of Ownership**
- **Average age of the residential or commercial units in the area is at least 40 years.**

#### **Substandard Conditions**

- **Average age of the structures in the area is at least forty years.**

## **Recommendation**

Staff recommends considering the following questions as a starting point in the analysis of this Study and in making a determination. The City Council is ultimately responsible for answering the question of whether the property included in the study is blighted and substandard **and** whether making such a designation is in the **best interest** of the City.

### **Recommend Questions for City Council**

- Does this property meet the statutory requirements to be considered blighted and substandard? (See the prior statutory references.)
- Are the blighted and substandard factors distributed throughout the Redevelopment Area, so basically good areas are not arbitrarily found to be substandard and blighted simply because of proximity to areas which are substandard and blighted? Is development of adjacent property necessary to eliminate blighted and substandard conditions in the area?
- Is public intervention appropriate and/or necessary for the redevelopment of the area?
- Will a blight declaration increase the likelihood of development/redevelopment in the near future and is that in the best interest of the City?
- What is the policy of the City toward increasing development and redevelopment in this area of the City?

Findings of fact must be based on the study and testimony presented including all written material and staff reports. The recommendation must be based on the declaration, not based on any proposed uses of the site. All of the testimony, a copy of the study and this memo along with any other information presented at the hearing should be entered into the record of the hearing.

## **Planning Commission Recommendation**

The Regional Planning Commission held a public hearing and took action on the blight and substandard study proposed Area 32 during its meeting on June 2, 2021. This study is approximately 43 acres of located on both sides of Old Potash Highway west of North Road. (C-16-2021GI)

O'Neill opened the public hearing:

Nabity stated the property is approximately 45 acres and is located west of North Road and including property both north and south of Old Potash Highway in western Grand Island. The study as prepared and submitted indicates that this property could be considered blighted and substandard.

Zach Butz, Keith Marvin and Josh Rhoads all testified in favor of declaring the area blighted and substandard and made themselves available to questions from

the commission.

O'Neill closed the hearing:

A motion was made by Robb and second by Rainforth to approve CRA Area #32 located west of North Road on either side of Old Potash Highway.

The motion tied with four members voting yes (Ruge, Olson, Robb and Rubio) and four members voting no (O'Neill, Rainforth, Hendricksen and Randone).

Discussion was held on whether to make a motion to recommend that council deny the request to approve the study area. No member of the commission wished to make that motion. Director Nabity suggested that someone make a motion to forward this item back to Council with a motion of no recommendation regarding approval of the study.

A motion was made by Robb and second by Rainforth to forward to city council with a recommendation of no recommendation.

The motion was carried with six members voting yes (Ruge, Olson, Robb, Rainforth, Rubio and Hendricksen) and two members voting no (O'Neill and Randone).

### **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

### **Sample Motion**

If Council wishes to approve the designation of this property as blighted and substandard, an action required if Tax Increment Financing is to be used for the redevelopment of properties in this area, a motion should be made to approve the Substandard and Blight Designation for Redevelopment Area No. 32 in Grand Island, Hall County, Nebraska finding the information in the study to be factual and supporting such designation. A resolution authorizing the approval of this study has been prepared for Council consideration.

**City of Grand Island, NE**  
**Blight and Substandard Study**  
**Area #32**  
May 2021

Google Earth

**PURPOSE OF THE BLIGHT AND SUBSTANDARD STUDY**

The purpose of completing this Blight and Substandard study is to examine existing conditions within Study Area 32 of the city of Grand Island. This study has been commissioned by the Rhoads Enterprises, Inc. in order to analyze the possibility of declaring the area as blighted and substandard within this specific study area.

The City of Grand Island, when considering conditions of Blight and Substandard, will be looking at those issues and definitions provided for in the Nebraska Community Redevelopment Law as found in Chapter 18, Section 2104 of the Revised Nebraska State Statutes, as follows:

*“The governing body of a city, to the greatest extent it deems to be feasible in carrying out the provisions of the Community Development Law, shall afford maximum opportunity, consistent with the sound needs of the city as a whole, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises. The governing body of a city shall give consideration to this objective in exercising its powers under the Community Development Law, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations, relating to the use of land and the use and occupancy of buildings and improvements, the disposition of any property acquired, and the providing of necessary public improvements.”*

The Nebraska Revised Statutes §18-2105 continues by granting authority to the governing body for formulation of a workable program; disaster assistance; effect. The statute reads,

*“The governing body of a city or an authority at its direction for the purposes of the Community Development Law may formulate for the entire municipality a workable program for utilizing appropriate private and public resources to eliminate or prevent the development or spread of urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of substandard and blighted areas, or to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program. Such workable program may include, without limitation, provision for the prevention of the spread of blight into areas of the municipality which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards; the rehabilitation or conservation of substandard and blighted areas or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted areas or portions thereof.”*

*“Notwithstanding any other provisions of the Community Development Law, where the local governing body certifies that an area is in need of redevelopment or rehabilitation as a result of flood, fire, hurricane, earthquake, storm, or other catastrophe respecting which the Governor of the state has certified the need for disaster assistance under federal law, the local governing body may approve a redevelopment plan and a redevelopment project with respect to such area without regard to the provisions of the Community Development Law requiring a general plan for the municipality and notice and public hearing or findings other than herein set forth.”*

Based on the Nebraska Revised Statutes §18-2103 the following definitions shall apply:

**“Blighted area** means an area (a) which, by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the

sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the platted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted. A redevelopment project involving a formerly used defense site as authorized under section 18-2123.01 shall not count towards the percentage limitations contained in this subdivision;"

**“Extremely blighted area** means a substandard and blighted area in which: (a) The average rate of unemployment in the area during the period covered by the most recent federal decennial census is at least two hundred percent of the average rate of unemployment in the state during the same period; and (b) the average poverty rate in the area exceeds twenty percent for the total federal census tract or tracts or federal census block group or block groups in the area;"

**“Substandard area** means an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare; and"

**“Workforce housing** means:

- (a) Housing that meets the needs of today's working families;
- (b) Housing that is attractive to new residents considering relocation to a rural community;
- (c) Owner-occupied housing units that cost not more than two hundred seventy-five thousand dollars to construct or rental housing units that cost not more than two hundred thousand dollars per unit to construct. For purposes of this subdivision (c), housing unit costs shall be updated annually by the Department of Economic Development based upon the most recent increase or decrease in the Producer Price Index for all commodities, published by the United States Department of Labor, Bureau of Labor Statistics;
- (d) Owner-occupied and rental housing units for which the cost to substantially rehabilitate exceeds fifty percent of a unit's assessed value; and
- (e) Upper-story housing."

This Blight and Substandard Study is only for a portion of the corporate limits of the city which has not previously been so designated. The Study is intended to give the Grand Island CRA, Hall County Regional Planning Commission and Grand Island City Council the basis for identifying and declaring Blighted and Substandard conditions existing within the City's jurisdiction and as allowed under Chapter 18, Section 2123.01. Through this process, the City and property owners will be attempting to address economic and/or social liabilities which are harmful to the well-being of the entire community.

The study area can be seen in Figure 1 of this report. A Redevelopment Plan to be submitted in the future will contain, in accordance with the law, definite local objectives regarding appropriate land uses, improved traffic, public transportation, public utilities and other public improvements, and the proposed land uses and building requirements in the redevelopment area and shall include:

- The boundaries defining the blighted and substandard areas in question (including existing uses and conditions of the property within the area), and
- A list of the conditions present, which qualify the area as blighted and substandard.

### **BLIGHT AND SUBSTANDARD ELIGIBILITY STUDY**

This study targets the specified area indicated in Figure 1 of this report. The existing uses in this area includes several uses including, residential, commercial, industrial, and public uses.

Through the redevelopment process, the City of Grand Island can guide future development and redevelopment throughout the area. The use of the Community Redevelopment Act by the City is intended to redevelop and improve areas of the community. Using the Community Redevelopment Act, the City of Grand Island can assist in the elimination of negative conditions and implement different programs/projects identified for the City.

The following is the description of the designated area within the City of Grand Island. Point of beginning is the intersection of the centerlines of Old Potash Road and North Road; thence, northerly along the centerline of North Road to the extended north property line of a tract referred to as Miscellaneous Tracts 14-11-10 PT SE 1/4 SE 1/4 2.72 AC (124 North Road North; thence, westerly along the said north property line and continuing along the north property of a tract referred to as Pontious Sub Part Lot 1 100' X 185.47' & All of Lot 2, at the northwest corner of said lot, thence boundary turns south along the west property line of said lot and continuing to the intersection with the centerline of Old Potash Street; thence westerly along the centerline of Old Potash Road to the intersection with the extended west line of the NE 1/4 of the NE1/4 of 23-11-10; thence, southerly along said west line of the NE 1/4 of the NE1/4 of 23-11-10 to the southwest corner of a tract referred to as Misc tract to the City of Grand Island S 1/2 NE 1/4 NE 1/4 23-11-10; thence, easterly along said south property line and continuing onto the south property line of a tract referred to as Misc Tracts 23-11-10 Pt NE 1/4 NE 1/4 2.29 AC and continuing to the intersection with the centerline of North Road; thence, Northerly along said centerline to the POB. A total of 43.29+/- acres

### **Study Area**

**Figure 1: Study Area Map**



Source: Google Earth, Marvin Planning Consultants 2021

**Figure 2: Existing Land Use Map**

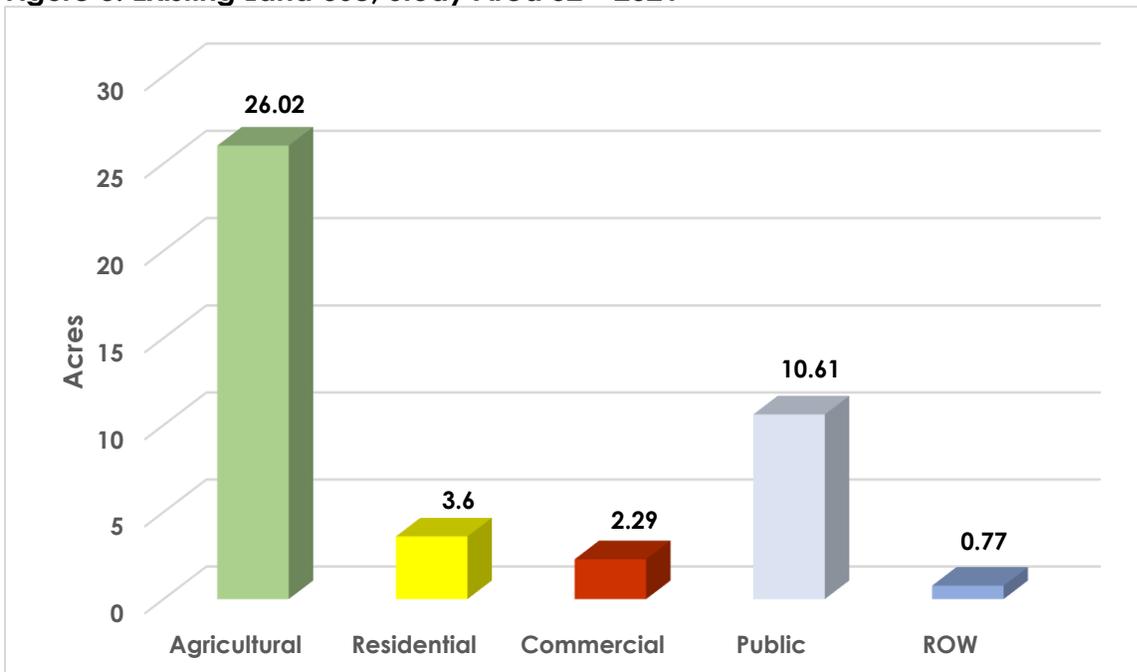


Source: Hall County Assessor's Office, Marvin Planning Consultants 2021

**EXISTING LAND USES**

The term "Land Use" refers to the developed uses in place within a building or on a specific parcel of land. The number and type of uses are constantly changing within a community and produce a number of impacts either benefitting or detracting from the community. Because of this, the short and long-term success and sustainability of the community is directly contingent upon available resources utilized in the best manner given the constraints the City faces during the course of the planning period. Existing patterns of land use are often fixed in older communities and neighborhoods, while development in newer areas is often reflective of current development practices.

**Figure 3: Existing Land Use, Study Area 32 – 2021**



Source: Marvin Planning Consultants 2021

**Existing Land Use Analysis within Study Area**

As part of the planning process, a survey was conducted through both in-field observations, as well as data collection online using the Hall County Assessors website. This survey noted the use of each parcel of land within the study area. These data from the survey are analyzed in the following paragraphs. Figures 2 and 3 shows the different uses present within the corporate limits of the during development of the Comprehensive Plan. The different uses also have the overall percent of the total area.

**FINDINGS OF BLIGHT AND SUBSTANDARD CONDITIONS ELIGIBILITY STUDY**

This section of the study examines the conditions found in the study area. The Findings Section will review the conditions based upon the statutory definitions.

**CONTRIBUTING FACTORS**

There were a number of conditions examined and evaluated in the field and online. There are a number of conditions to be reviewed in detail, on the following pages, while some of the statutory conditions are not present.

**Structural Conditions**

Structural conditions were evaluated, structures were either rated as: Excellent, Very Good, Above Normal, Normal, Below Normal, Poor or Very Poor. The data and rating system come from the Hall County Assessor's database and is the same database used to value properties in the area. According to the data there are 10 structures in the study area.

Based upon the data provided to the planning team, the following is the breakdown for structures in the study area:

- **0 (0.00%) structures rated as Excellent**
- **0 (0.00%) structure rated as Very Good**
- **0 (0.00%) structures rated as Above Normal**
- **10 (100.00%) structures rated Normal**
- **0 ( 0.00%) structures rated Below Normal**
- **0 ( 0.00%) structures rated Poor**
- **0 ( 0.00%) structure rated as Very Poor**

Based upon these data, an assumption has been made that normal conditions in combination with the age of structures or a condition less than normal may constitute the possibility of some or considerable deterioration. It is common for older structures to need more maintenance and upkeep in order to maintain a good or higher condition. Even a structure rated as normal will show some signs of deteriorating which in turn can become a dilapidated structure in the future if it is not addressed over time. Overall, 100.00% of the structures in this study area are considered as a normal condition.

Due to the stated conditions found in the Hall County Assessor's data, the condition of the structure is a contributing factor.

**Deterioration of Site or Other Improvements****Sidewalk Conditions**

Sidewalks, regardless of the area and uses within a community, should provide a safe means of movement for pedestrians. Sidewalks become increasingly more important along transportation routes considered to be arterials and highways. A sidewalk allows for pedestrian movement while keeping people off heavily traveled streets.

**Figure 4: Structure Conditions, Study Area 32 – 2021**



Source: Hall County Assessor's Office, Marvin Planning Consultants 2021

The sidewalk conditions were analyzed in the Study Area. The sidewalks were rated on five categories: Excellent, Good, Average, Fair, Poor, and missing completely.

Within the study area there is approximately 3,000 lineal feet or .57 miles of area where sidewalk could or should be located. After reviewing the conditions in the field, the following is how the sidewalk conditions breakdown within the study area:

- **0 (0.00%) lineal feet of Excellent sidewalk**
- **0 (0.00%) lineal feet of Good sidewalk**
- **0 (0.00%) lineal feet of Average sidewalk**
- **0 (0.00%) lineal feet of Fair sidewalk**
- **3,000 (100.00%) lineal feet of Poor or Missing sidewalk**

The study area does not contain any sidewalks either along Old Potash Road or North Road. Sidewalk is critical to the overall pedestrian movement of an area, long-term. Even sidewalk constructed which at present goes nowhere will eventually connect to several portions of the community.

Due to the lack of sidewalk, sidewalks are considered a direct contributing factor.



Source: Grand Island GIS/Street View, Marvin Planning Consultants 2021

Figure 5: Sidewalk Conditions, Study Area 32 – 2021



Source: Marvin Planning Consultants 2021

Figure 6: Curb and Gutter Conditions



Source: Marvin Planning Consultants 2021



**Figure 7: Street Conditions**

Source: Marvin Planning Consultants 2021

**Curb and Gutter**

Curb and Gutters have a number of direct and indirect roles in communities. Their primary function is to be a barrier to collect and direct water to be drained away. On a secondary level, they can help define where the streets start and stop, and they act as a physical barrier between pedestrian and vehicular traffic.

Curb and gutter for the Study Area were examined similarly to sidewalks. The curb and gutter were graded as either Excellent, Good, Average, Fair, Poor and Missing. There is no curb and gutter within the study area. And is considered rural section drainage.

Within the study area there is approximately 3,000 lineal feet of curb and gutter possible. After reviewing the conditions in the field, the following is how the curb and gutter conditions breakdown within the corporate limits:

- **0 ( 0.0%) lineal feet of Excellent curb and gutter**
- **0 ( 0.00%) lineal feet of Good curb and gutter**
- **0 (0.00%) lineal feet of Average curb and gutter**
- **0 (0.00%) lineal feet of Fair curb and gutter**
- **3,000 (100.00%) lineal feet of Poor or Missing curb and gutter**

The majority of the community's streets and drainage have been designed and constructed in a manner referred to as rural section. A rural section street/road is one where water drains directly from the driving surface into ditches paralleling the street. This approach is adequate; however, this design typically sees the ditches begin to silt in and/or have tall grass growing in them. These factors quickly deteriorate the ability of the ditch to adequately drain away water from the driving surface and this typically leads to localized flooding and ponding.

Due to the large amount of deteriorating and missing curb and gutter, the curb and gutter conditions would be a direct contributing factor.

**Streets**

Streets within a community are essential to moving people and vehicles from place to place. Their condition and construction have an impact on the appearance of a community, which leads directly to how a community is perceived by the outside world.

Within the study area there is approximately 2,630 lineal feet or .49 miles of street possible. After reviewing the conditions in the field, the following is how the street conditions breakdown within the corporate limits:

- **425 (16.2%) lineal feet of Excellent street**
- **0 ( 0.0%) lineal feet of Good street**
- **2,205 (83.8%) lineal feet of Average street**
- **0 ( 0.0%) lineal feet of Fair street**
- **0 ( 0.0%) lineal feet of Poor street**

The streets within the Study Area are in either excellent condition or average condition. Overall, 83.8% are considered to be in average condition; thus, making streets a contributing factor. Similar to sidewalks and curb and gutter, a rating of average is considered the beginning of deterioration and may continue to decline over the next few years.

**Age of Structure**

Age of structures can be a contributing factor to the blighted and substandard conditions in an area. Statutes allow for a predominance of structures 40 years of age or older to be a contributing factor regardless of their condition. The following paragraphs document the structural age of the structures within the Study Area. Note the age of structure was determined from the Appraisal data within the Hall County Assessor's website data.

**Table 1: Average Structural Age, By Method – 2021**

Number	Year	Age		Cumulative
2	1950	61	122	122
1	1975	46	46	168
5	1979	42	210	378
1	1989	32	32	410
1	2013	8	8	418
<b>10</b>				<b>418</b>
				<b>41.8</b>

Source: Hall County Assessor's and Marvin Planning Consultants 2021

**Age of Structure**

Within the study area there are 10 structures. After researching the structural age on the Hall County Assessor's website, the following breakdown was determined:

- 8 (80.0%) unit was determined to be 40 years of age or older.
- 2 (20.0%) unit was determined to be less than 40 years of age.

However, when examining the age based upon a cumulative approach, as in Table 1 the average age of the primary structures is equal to 41.8 years; thus, meeting the requirements of the statutes.

The age of the structures would be a direct contributing factor.

**Figure 8: Age of Structures**



Source: Hall County Assessor's Office, Marvin Planning Consultants 2021

**Blighting Summary**

These conditions are contributing to the blighted conditions of the study area.

- **Substantial number of deteriorating structures**
  - Within the study are 100.00% of the structures were deemed to be in normal condition or worse.
- **Deterioration of site or other improvements**
  - Curb and gutter are missing throughout the study area.
  - The study area has what is considered rural section (ditches) and the drainage areas appear to be silting in.
  - Streets through most of the study area were an average or excellent condition.
  - Sidewalks are missing within the entire study area.
- **Diversity of Ownership**
  - There are many different property owners within the study area including the City of Grand Island.
  - The diversity of ownership may be a barrier to future development.

**Criteria under Part B of the Blight Definition**

- **The average age of the residential or commercial units in the area is at least forty years.**
  - 8 (80.0%) buildings or improvements were determined to be 40 years of age or older.
  - 2 (20.0%) buildings or improvements were determined to be less than 40 years of age.
  - The average age based upon a cumulative age calculation is 41.8 years.

**The other criteria for Blight were not present in the area, these included:**

- Factors Which Are Impairing And/or Arresting Sound Growth
- Insanitary and Unsafe Conditions
- Dangerous conditions to life or property due to fire or other causes
- Faulty Lot Layout
- Improper Subdivision or Obsolete Platting
- Stable or decreasing population based on the last two decennial censuses.
- Tax or special assessment delinquency exceeding fair value of the land.
- Defective or unusual condition of title,
- Unemployment in the designated area is at least 120% of the state or national average.

- One-half of unimproved property is over 40 years old.
- The per capita income of the area is lower than the average per capita income of the city or village in which the area is designated.

These issues were either not present or were limited enough as to have little impact on the overall condition of the study area.

## Substandard Conditions

### Average age of the residential or commercial units in the area is at least 40 years.

Age of structures can be a contributing factor to the blighted and substandard conditions in an area. Statutes allow for a predominance of structures 40 years of age or older to be a contributing factor regardless of their condition. The following paragraphs document the structural age of the structures within the Study Area. Note the age of structure was determined from the Appraisal data within the Hall County Assessor's website data.

**Table 2: Average Unit Age, By Method – 2021**

Number	Year	Age		Cumulative
2	1950	61	122	122
1	1975	46	46	168
5	1979	42	210	378
1	1989	32	32	410
1	2013	8	8	418
<b>10</b>				<b>418</b>
				<b>41.8</b>

Source: Hall County Assessor's and Marvin Planning Consultants 2021

### Age of Structure

Within the study area there are 10 structures. After researching the structural age on the Hall County Assessor's website, the following breakdown was determined:

- 8 (80.0%) units were determined to be 40 years of age or older.
- 2 (20.0%) units were determined to be less than 40 years of age.

However, when examining the age based upon a cumulative approach, as in Table 2 the average age of the units is equal to 41.8 years; thus, meeting the requirements of the statutes.

The age of the structures would be a direct contributing factor.

**Figure 8: Age of Structures**



Source: Hall County Assessor's Office, Marvin Planning Consultants 2021

---

## **Substandard Summary**

Nebraska State Statute requires that “...an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, **age** or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;”

This Study Area meets the definition of Substandard as defined in the Revised Nebraska State Statutes.

## **FINDINGS FOR BLIGHT AND SUBSTANDARD STUDY AREA #32**

Blight Study Area #32 has several items contributing to the Blight and Substandard Conditions. These conditions include:

### **Blighted Conditions**

- **Substantial number of deteriorated or deteriorating structures.**
- **Condition of Structures**
- **Diversity of Ownership**
- **Average age of the residential or commercial units in the area is at least 40 years.**

### **Substandard Conditions**

- **Average age of the structures in the area is at least forty years.**



# City of Grand Island

Tuesday, June 22, 2021

Council Session

## Item E-2

### **Public Hearing on Changes to Chapter 36 of the Grand Island City Code Relative to (B-3) Heavy Business Zone and the Zoning Matrix**

*Council action will take place under Ordinances item F-3.*

Staff Contact: Chad Nabity

# Council Agenda Memo

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

**Meeting:** June 22, 2021

**Subject:** Concerning Proposed Amendments to Section §36-70 (B-3) Heavy Business Zone and the Zoning Matrix Attachment A

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

## Background

The Railside Business Improvement district has requested changes to the B-3 Heavy Business Zone to allow out door sales on property in the district. The B-3 Zone is only located in and around the Railside District. Staff has also reviewed the district regulations and is making additional changes to the district to further refine the allowed uses in the district. The changes proposed by staff will also be reflected in the Zoning Matrix.

## Discussion

The proposed changes are attached with the memo sent to the planning commission. ~~Strikeouts~~ will be removed from the regulation and underlined will be added to the regulations. All changes are shown in red typeface. The proposed change removes some permitted uses and requirements of those uses: Country clubs, Hospitals; nursing homes and convalescent or rest homes; Retail activities of a prescriptive service, the requirement that all business be conducted inside the retail space; and Truck, bush and tree farming. The changes also permit Outdoor retail sales and display of goods on up to 10% of the lot area and specifically permit Restaurants, Bars and Nightclubs.

These changes are also reflected in the Zoning Matrix Attachment A removing some uses from the B3 zone and adding Bars and Nightclubs to the list as permitted in the B1, B2, B2, AC, CD, TD, M2 and M3 zoning districts.

### **From the October 7, 2020 Regional Planning Commission Meeting Minutes:**

**Public Hearing – Zoning Text Change- Grand Island.** Concerning proposed amendments to Section 36-70 (B-3) Heavy Business Zone and the Zoning Matrix (Attachment A)

O’Neill opened the public hearing:

Nabity stated the Railside Business Improvement District has requested changes to the B-3 Heavy Business Zone to allow outdoor sales on property in the district. Staff has reviewed the district regulations and is making additional changes to the district to further refine the allowed uses in the district. The changes proposed by staff will also be reflected in the Zoning Matrix.

O'Neill closed the hearing:

A motion was made by Rainforth and second by Ruge to approve proposed amendments to Section 36-70 (B-3) Heavy Business Zone and the Zoning Matrix.

Amos Anson, representing the Railside Business Improvement District confirmed that their board was supportive of these changes.

The motion carried with eight members voting yes (O'Neill, Ruge, Olson, Robb, Rainforth, Rubio, Hendricksen and Randone) and no members voting no.

### **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 proposed changes as presented.

### **Sample Motion**

Move to approve as recommended.

**§36-70. (B-3) Heavy Business Zone**

*Intent:* The intent of this zoning district is to provide for the multiple uses within the central business district. Residential uses are permitted at the density of the (RO) Residential Office Zone.

(A) Permitted Principal Uses: The following principal uses are permitted in the (B-3) Heavy Business Zoning District.

- (1) Agencies as found in the Zoning Matrix [Attachment A hereto]
- (2) Boarding and lodging houses, fraternity and sorority houses
- (3) Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature
- (4) Colleges offering courses of general instruction, including convents, monasteries, dormitories, and other related living structures when located on the same site as the college
- ~~(5) Country clubs~~
- (6) Dwelling units
- (7) Elderly Home, Assisted Living
- (8) Group Care Home with less than eight (8) individuals
- ~~(9) Hospitals, nursing homes, convalescent or rest homes~~
- (10) Hotel and motel uses
- (11) Mortuaries, funeral homes, and funeral chapels
- (12) Nonprofit community buildings and social welfare establishments
- (13) Office and office buildings for professional and personal services as found in the Zoning Matrix [Attachment A hereto]
- (14) Parking Lots
- (15) Preschools, nursery schools, day care centers, children's homes, and similar facilities
- (16) Public parks and recreational areas
- (17) Public, parochial and private schools having a curriculum equivalent to an elementary or higher educational level
- (18) Public and quasi-public buildings for cultural use
- (19) Radio and television stations (no antennae), private clubs and meeting halls
- (20) Railway right-of-way but not including railway yards or facilities
- ~~(21) Retail activities of a prescriptive service provided it is limited to being secondary to said use. Retail space is limited to 25% of the total floor area~~ **Restaurants, Bars, Nightclubs**
- (22) Stores and shops that conduct retail business, ~~provided, all activities and display goods are carried on within an enclosed building except that~~ **outdoor retail activities and display of good may occupy not more than 10% of the lot area,** ~~green plants and shrubs may be displayed in the open,~~ as per the Zoning Matrix [Attachment A hereto]
- ~~(23) Truck, bush and tree farming, provided, there is no display or sale at retail of such products on the premises~~
- (24) Utility substations necessary to the functioning of the utility, but not including general business offices, maintenance facilities and other general system facilities, when located according to the yard space rules set forth in this section for dwellings and having a landscaped or masonry barrier on all sides. Buildings shall be of such exterior design as to harmonize with nearby properties
- (25) Vocational or trade schools, business colleges, art and music schools and conservatories, and other similar uses
- (26) Other uses as indicated in the Zoning Matrix [Attachment A hereto]

(B) Conditional Uses: The following uses are subject to any conditions listed in this chapter and are subject to other conditions relating to the placement of said use on a specific tract of ground in the (B-3) Heavy Business Zoning District as approved by City Council.

- (1) Manufacture, fabrication or assembly uses incidental to wholesale or retail sales wherein not more than 20% of the floor area is so used
- (2) Outdoor sales and rental lots for new or used automobiles, boats, motor vehicles, trailers, manufactured homes, farm and construction machinery
- (3) Stores and shops for the conduct of wholesale business, including sale of used merchandise.
- (4) Towers
- (5) Automobile body repair; subject to the following minimum standards:
  - No storage of parts or unlicensed vehicles outside of an enclosed building.

The facility shall meet or exceed all building and fire code requirements.

(6) Other uses as indicated in the Zoning Matrix [Attachment A hereto]

(C) Permitted Accessory Uses:

(1) Buildings and uses accessory to the permitted principal use.

(D) Space Limitations:

Uses		Minimum Setbacks						
		A	B	C	D	E		
	Minimum Parcel Area (feet)	Minimum Lot Width (feet)	Front Yard (feet)	Rear Yard (feet)	Side Yard (feet)	Street Side Yard (feet)	Maximum Ground Coverage	Maximum Building Height (feet)
<b>Permitted Uses</b>	3,000	30	10	0 <sup>1</sup>	0 <sup>2</sup>	10	100%	
<b>Conditional Uses</b>	3,000	30	10	0 <sup>1</sup>	0 <sup>2</sup>	10	100%	

<sup>1</sup> No rear yard setback is required if bounded by an alley, otherwise a setback of 10 feet is required.

<sup>2</sup> No side yard setback is required, but if provided, not less than 5 feet or unless adjacent to a parcel whose zone requires a side yard setback, then 5 feet.

(E) Miscellaneous Provisions:

(1) Supplementary regulations shall be complied with as defined herein.

(2) Only one principal building shall be permitted on one zoning lot except as otherwise provided

Amended by Ordinance No. 8947, effective 1-5-2005

Amended by Ordinance No. 9166, effective 5-13-2008

Amended by Ordinance No. 9738, effective 7-10-2019

GRAND ISLAND LAND USE MATRIX

Land Use Categories (as of Oct-2018-June 2021)	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3
Abrasive, asbestos, & miscellaneous non-metallic mineral products - manufacturing					P																	C			P
Abstracting services													P			P	P	P	P	P		P	P	P	P
Accounting & bookkeeping services													P			P	P	P	P	P		P	P	P	P
Accounting, computing & office machines - manufacturing																							P	P	P
Advertising displays & signs - manufacturing																						C	P	P	P
Advertising services, direct mail													P				P	P	P	P		P	P	P	P
Advertising services, general													P			P	P	P	P	P		P	P	P	P
Agricultural, business and personal credit services including credit union													P			P	P	P	P	P		P	P	P	P
Agricultural chemicals & fertilizers - manufacturing	C	C			P																				C
Agricultural chemical & fertilizers - wholesale	C	C			P													C							P
Agricultural fertilizers, hazardous & non hazardous - retail																	P	P	P		P			P	P
Agricultural operations	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Air conditioning, heating & plumbing contracting services																	P	P	P					P	P
Air conditioning, refrigerated equipment & supplies - wholesale					P																	P	P	P	P
Aircraft & accessories - retail					P																				P
Aircraft storage & equipment maintenance																									P
Airports & flying fields																									P
Alcoholic beverages, beer & wine - wholesale					P																	P	P	P	P
Alteration, pressing & garment repair services																	P	P	P	P	P				P
Ambulance services																		P	P					P	P
Ammunition manufacturing & complete assembly of guided missiles & space vehicles					P																	P			P
Ammunition, small arms - manufacturing					P																	P			P
Amphitheaters																		C			C				C
Amusement, athletic & sporting goods & toys - manufacturing					P																		P	P	P
Animal & marine fats & oils including grease & tallow, rendering - manufacturing					C																				C
Animal hospital services	C	C					C	C									P	P	P		P			P	P
Antiques - retail																	P	P	P	P	P			P	P
Apiary farms & processing	P	P	P	P	P		P																		
Apparel & accessories - manufacturing					P																	P	P	P	P
Apparel & accessories - retail																	P	P	P	P	P			P	P
Apparel & accessories - wholesale					P														P					P	P
Apparel belts - manufacturing																									P
Apparel findings & related products - manufacturing					P																				P

P = Permitted Use      C = Conditional Use

GRAND ISLAND LAND USE MATRIX

Attachment "A"  
Chapter 36  
Grand Island City Code

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3	
Appliances (household) - manufacturing					P																	P		P	P	
Appliances (household) - retail																P	P	P	P	P				P	P	
Appliances (electrical), television phonographs, tape players, radio sets - wholesale					P																	P	P	P	P	
Appliance repair services																P	P	P	P	P			P	P	P	
Aquariums						P															P	P				
Arboretums & botanical gardens						P															P					
Architectural, engineering & planning - professional services					P								P			P	P	P	P	P		P	P	P	P	
Arenas & fieldhouses	C					C												C						C		
Armateur rewinding services																		C						P	P	
Armed forces reserve center																		C						P		
Art galleries, publicly owned						P												P			P	P			P	
Artists - painters, sculptors, composers, & authors	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Asbestos, abrasive & miscellaneous non-metallic mineral products - manufacturing					P																	C		P		
Asphalt felts & coating - manufacturing					P																				P	
Asphalt mixing plants	C	C			C																			C		
Athletic, amusement & sporting goods & toys - manufacturing					P																		P	P	P	P
Athletic field or playfield	C	C	C	C	C	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	C	P	P	P	
Auditing, accounting & bookkeeping services													P			P	P	P	P	P			P	P	P	
Auditoriums, public						P										P	P	P	P	P			P	P	P	
Automatic temperature controls - manufacturing					P																	P	P	P	P	
Automobile & other motor vehicle & equipment - manufacturing					P																		P	P		
Automobile & other motor vehicle repair services																P	P	P	C		P			P	P	
Automobile & other motor vehicles - retail																	P	P	C					P	P	
Automobile & other motor vehicles - wholesale																								C		
Automobile & truck rental services																	P	P						P	P	
Automobile equipment - wholesale																	P							P	P	
Automobile parts & supplies - retail																P	P	P	P	P	P			P	P	
Automobile wash services																P	P	P	C	P	P		P	P	P	

P = Permitted Use

C = Conditional Use

GRAND ISLAND LAND USE MATRIX

Attachment "A"  
Chapter 36  
Grand Island City Code

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3	
<b>B</b>																										
Bags except textile bags - manufacturing					P																				P	P
Bait shops																	P	P	P	P	P	P			P	P
Bakeries non-manufacturing - retail																P	P	P	P	P	P			P	P	
Banking services													P			P	P	P	P	P	P			P	P	
<b>Bar or Nightclub</b>																<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>			<b>P</b>	<b>P</b>	
Barber services													P			P	P	P	P	P	P			P	P	
Batch Plants - temporary	C	C			P												C					C		P		
Beauty services													P			P	P	P	P	P	P			P	P	
Bed and breakfast residence								C	C	C	C	C	P			P	P	P							P	
Beer, wine & alcoholic beverages - wholesale																	P					P	P	P	P	
Bicycles - retail																P	P	P	P	P			P	P	P	
Biological products - manufacturing					P																	C		P		
Blacksmith & welding services																								P	P	
Blankbooks, loose leaf binders & devices-manuf. of					P																	P		P	P	
Blast furnaces, steel works & rolling of ferrous metals					C																			C		
Blueprinting & photocopying services																P	P	P	P	P				P	P	
Boarding & rooming houses											C	P	P			P	P		P						P	
Boat building & repair services					P																	P		P	P	
Boat sales, service and rentals																	P	P						P	P	
Boat building & repair, fiberglass					P																	P		P	P	
Bookbinding & misc. related work - manufacturing					P																	P		P	P	
Bookkeeping, auditing & accounting services													P			P	P	P	P	P			P	P	P	
Books, magazines & newspapers distributing - wholesale					P												P	P	P			P		P	P	
Books - publishing & printing					P												P					P	P	P	P	
Books - retail																P	P	P	P	P				P	P	
Boot & shoe cut stock & findings - manufacturing					P																	P		P	P	
Botanical gardens & arboretums						P									P						P					
Bottled gas - retail																P	P	P	P	P	P			P		
Bottling & canning soft drinks & carbonated waters					P																	P		P	P	
Bowling alleys																P	P	P	C	P				P	P	
Boxes and paperboard containers - manufacturing					P																	P		P		
Brandy, brandy spirits & wine - manufacturing	C	C	C	C	P		C																	P	P	
Brick & structural clay tile manufacturing					P																	P		P		
Brooms & brushes - manufacturing					P																	P		P	P	
Building construction - general contracting services																								P	P	
Building materials - retail																	P	P		P				P	P	
Building materials & lumber - wholesale																	P			P				P	P	
Building paper & building board - manufacturing					P																	P		P		
Bulk petroleum stations & terminals - wholesale					C																			C		
Bus garaging & equipment maintenance																						P			P	
Business & management consulting services													P			P	P	P	P	P				P	P	
Business offices not elsewhere listed													P			P	P	P	P	P				P	P	
Business associations																										

P = Permitted Use      C = Conditional Use

GRAND ISLAND LAND USE MATRIX

Attachment "A"  
Chapter 36  
Grand Island City Code

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3		
Business forms - manufacturing																											
Butter - manufacturing					P												P					P		P	P		
<b>C</b>																											
Cabinet making - manufacturing					P																	P		P	P		
Cable TV maintenance yard																	C							P	P		
Cameras & photographic supplies - retail																P	P	P	P	P	P			P	P		
Camp grounds, general	C	C				P	C										C				C			C			
Camp grounds, group	C	C				P	C										C				C			C			
Candy & other confectionery products - manufacturing					P																	P		P	P		
Candy, nut, & confectionery - retail																P	P	P	P	P				P	P		
Canes, parasols & umbrellas - manufacturing					P																	P		P	P		
Canning & preserving of fruits, vegetables & seafood's - manufacturing					P																			P			
Canvas products - manufacturing					P																	P		P			
Carbon black - manufacturing					C																	P			C		
Cardboard, paperboard & die-cut paper - manufacturing					P																	P			P		
Carpentry & wood flooring services																	P	P	P	P	P				P	P	
Carpet & rug cleaning & repair service													P			P	P	P	P	P			P	P	P		
Carpet & rug - manufacturing					P																	P		P	P		
Cement (hydraulic) - manufacturing					C																				P		
Cemeteries							P	P																	P		
Ceramic wall & floor tile - manufacturing					P																	P		P	P		
Cereal preparations - manufacturing					P																	P		P	P		
Charitable & welfare services													P			P	P	P	P	P				P	P		
Cheese (natural & processed) - manufacturing					P																			P	P		
Chemicals & fertilizers -mining																											
Chemicals, agricultural, nonhazardous, wholesale	C	C			C																	C	C	C			
Chemicals, industrial, nonhazardous, wholesale					C																			C	C		
Chemicals, industrial organic & inorganic - manufacturing					C																	C			C		
Chiropractors, optometrists, & other similar health services													P			P	P	P	P	P				P	P		
Churches , synagogues & temples	C	C					C	P	P	P	P	P	P		P	P	P	P	P	P					P		
Cigarettes & cigars - manufacturing					P																	P		P	P		
Civic, social & fraternal associations													C			P	P	P	P	P				P	P		
Civil Defense & related activities																										P	
Clay, ceramic & refractory minerals - mining	C	C	C	C	C		C																		C		
Clay refractories - manufacturing					P																				P		
Clock, watch & jewelry repair services																P	P	P	P	P					P	P	
Clocks, watches, clockwork operated devices & parts - manufacturing					P																	P		P	P		
Commercial & industrial machinery, equipment & supplies - wholesale																	P					P		P	P		

P = Permitted Use      C = Conditional Use

GRAND ISLAND LAND USE MATRIX

Attachment "A"  
Chapter 36  
Grand Island City Code

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3	
Commodity & securities brokers, dealers & exchanges & services													P			P	P	P	P	P					P	P
Communication equipment - manufacturing					P																	P			P	P
Composting plants					C																					
Concrete brick & block - manufacturing					P																				P	
Concrete products - manufacturing					P																				P	
Concrete, ready-mix plants					P																				P	
Concrete construction & paving services					P																				P	
Confectionery, nut & candy - retail																P	P	P	P	P					P	P
Confectionery - wholesale					P																P	P			P	P
Construction & lumber materials - wholesale																	P			P		P			P	P
Construction, mining, & materials handling machinery & equipment - manufacturing					P																	P			P	
Construction equipment - retail																		P				P			P	
Construction services - temporary					C								C			C	C	C	C	C	C	C	C	C	C	C
Convalescent, nursing & rest home services										C	C		P		P	P	P	P	P	P						
Convents								P	P	P	P	P	P	P	P	P	P	P	P	P						
Convenience store															P	P	P	P	P	P	P	P			P	P
Cosmetics, perfumes, & other toiletries - manufacturing					P																	P			P	P
Cottage services																										
Country club							P	P	P	P	P	P	P		P	P	P	P			P					
Crating & packing services					P																	P			P	P
Credit reporting, adjustment & collection services													P			P	P	P	P	P				P	P	P
Credit unions & agricultural, business & personal credit services													P			P	P	P	P	P				P	P	P
Crematory, funeral & mortuary services													P			P	P	P	P	P					P	
Curtains, draperies & upholstery - retail																P	P	P	P	P					P	P
Cut stone & stone products - manufacturing					P																	P			P	
<b>D</b>																										
Dairy products - retail																P	P	P	P	P					P	P
Dairy products - wholesale					P												P								P	P
Day care centers							C	C	C	C	C	P	P	C	C	P	P	P	P	P					C	P
Dental equipment & supplies - manufacturing					P																	P			P	P
Dental laboratory services					P											P	P	P	P	P		P	P		P	P
Dental services													P			P	P	P	P	P					P	P
Department stores - retail																P	P	P	P	P					P	P
Detective & protective services													P			P	P	P	P	P				P	P	P
Diaper services																							P		P	P
Direct mail advertising services																P	P	P	P	P				P	P	P
Direct selling organizations - retail																P	P	P	P	P					P	P
Discount & variety stores - retail																P	P	P	P	P					P	P
Disinfecting & exterminating services																	P	P	P						P	P
Disposal site - commercial construction	C	C			C																					C
Disposal site - hazardous waste					C																					C

P = Permitted Use      C = Conditional Use

GRAND ISLAND LAND USE MATRIX

Attachment "A"  
Chapter 36  
Grand Island City Code

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3		
Disposal site - nuclear waste					C																						
Distilling, rectifying, & blending liquors					P																				P		
Dormitories, college								P	P	P	P	P	P	P	P	P	P										
Draperies, curtains & upholstery - retail																P	P	P	P	P					P	P	
Drawing, rolling & extrusion of non-ferrous metals - manufacturing					P																				P		
Drug & proprietary - retail													P			P	P	P	P	P					P	P	
Drugs, drug proprietaries, & druggist sundries - wholesale																							P	P	P		
Dry cleaning & laundering pickup services																							P	P	P		
Dry cleaning & laundering, self service																	P	P	P	P	P				P	P	
Dry cleaning, laundering & dyeing services, except rugs																	P	P	P	P	P			P	P	P	
Dry goods & general merchandise - retail																	P	P	P	P	P				P	P	
Dry goods & notions - wholesale																		P		P				P	P	P	
Dude ranches	C	C					C																				
Duplicating, mailing, & stenographic services																	P	P	P	P	P				P	P	
Dwelling, elderly								P																			
Dwelling, mobile home not on permanent foundation														P													
Dwelling, mobile home on permanent foundation														P													
Dwelling, multi-family								P	P	P	P	P	P		P	P	P	P	P							P	
Dwelling, single-family	P	P					P	P	P	P	P	P	P	P	P	P	P	P	P							P	
Dwelling, two-family								P	P	P	P	P	P	P	P	P	P	P	P							P	
Dyeing & finishing of textiles					P																		P		P	P	
Dyeing, dry cleaning & laundry services, except rugs																	P	P	P	P	P				P	P	
<b>E</b>																											
Earthenware, table & kitchen articles - manufacturing					P																		P		P	P	
Educational & scientific research services					P																		P	P	P	P	
Egg & poultry - retail																		P							P		
Electrical apparatus & equipment, wiring supplies, & construction materials - wholesale																		P							P	P	
Electrical contractor services																		P						P	P	P	
Electrical appliances, phonographs, televisions, tape players & radio sets - wholesale																		P							P	P	
Electrical industrial apparatus - manufacturing					P																		P		P	P	
Electrical repair services, except radio & television																	P	P	P	P	P				P	P	
Electrical supplies - retail																		P		P					P	P	
Electrical transmission & distribution equipment - manufacturing					P																		P		P	P	
Electric generation plants	C	C	C	C	C																					C	
Electric utility maintenance yard																										P	P
Electricity regulating substations	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Electric lighting & wiring equipment - manufacturing					P																		P		P	P	
Electrometallurgical products & processing - manufacturing					P																				P		
Electronic components & accessories - manufacturing					P																		P		P	P	

P = Permitted Use      C = Conditional Use

GRAND ISLAND LAND USE MATRIX

Attachment "A"  
Chapter 36  
Grand Island City Code

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3
Electronic parts & equipment - wholesale					P																			P	P
Electrotyping and stereotyping					P																			P	P
Employment services													P			P	P	P	P	P				P	P
Engineering, planning architectural professional services													P			P	P	P	P	P		P	P	P	P
Engineering, laboratory, & scientific & research instruments & associated equipment - manufactured					P																	P		P	P
Engines & turbines - manufacturing					P																	P		P	
Envelope - manufacturing					P																	P		P	P
Equipment & supplies for service establishments - wholesale					P												P					P	P	P	P
Equipment rental & leasing services																	P					P		P	P
Ethanol plants & mills	C	C			C																				C
Exhibition halls																	P	P	P	P				P	P
Explosives - manufacturing					C																	C		C	
Exterminating																	P	P					P	P	P
Extracts & flavoring syrups - manufacturing					P																	P		P	P
Extrusion, drawing, & rolling of non-ferrous metals - manufacturing					P																	P		P	
<b>F</b>																									
Fabricated structural metal products - manufacturing					P																	P		P	
Fabricated wire products - manufacturing					P																	P		P	
Fairgrounds	C	C		P													P							P	
Farm machinery & equipment - retail																	P					P		P	
Farm machinery & equipment - manufacturing					P																	P		P	
Farm machinery & equipment - wholesale																						P	P	P	
Farm products warehousing & storage excluding stockyards - nonhazardous																	P					P	P	P	P
Farm supplies - retail																	P							P	P
Farms & ranches - livestock	P	P	P	P	P		P																		
Farms, commercial forestry	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Farms, grain crops	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Farms, hay & alfalfa	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Farms, fiber crops	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Farms, fruits, nuts or vegetables	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Farms, nursery stock	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Feeding operation - confined	C	C	C	C	C		C																		
Feed preparation for animals & fowls					P																				P
Feeds, grains & hay - retail					P												P								P
Felt goods - manufacturing					P																				P
Fertilizers, agricultural hazardous - retail																									P
Fertilizers, agricultural nonhazardous - retail																	P								P
Fertilizers & chemicals - mining	C	C	C	C	C																				

P = Permitted Use      C = Conditional Use

GRAND ISLAND LAND USE MATRIX

Attachment "A"  
Chapter 36  
Grand Island City Code

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3		
Fieldhouses & arenas						P											C								C		
Fire protection & related activities																	P							P	P	P	
Fish & seafood's - retail																P	P	P	P	P					P	P	
Fish & seafood's - wholesale																	P								P	P	
Fish farms	P	P	P	P			P																				
Fish hatcheries	P	P	P	P			P																				
Fishing & hunting clubs	P	P	P	P		P	P																				
Flat glass - manufacturing					P																	P			P		
Floor covering - retail																	P	P	P	P					P	P	
Florists - retail																P	P	P	P	P					P	P	
Flour & other grain mill products - manufacturing					P																	P			P	P	
Flour blending & preparing - manufacturing					P																	P			P	P	
Food lockers & storage services																P	P	P	P	P				P	P	P	
Foundries, iron & steel - manufacturing					P																				P		
Foundries, nonferrous metals - manufacturing					P																	P			P		
Fraternal, civic & social associations													C			P	P	P	P	P					P	P	
Fraternity & sorority houses													P		C	P	P	P	P								
Freight forwarding services					P																			P	P	P	
Frozen desserts & ice cream - manufacturing					P																				P	P	
Fruits & vegetables (fresh) - wholesale					P												P							P	P	P	
Fruits & vegetables - retail																P	P	P	P	P					P	P	
Fuel, except fuel oil & bottled gas - retail																P	P	P	P	P	P				P	P	
Fuel oil - retail																	P							P	P		
Funeral, mortuary & crematory services													P			P	P	P	P	P					P	P	
Fur dressing & dyeing - manufacturing					P																	P			P	P	
Fur goods - manufacturing					P																	P			P	P	
Fur repair & storage services																	P	P	P	P				P	P	P	
Furniture & home furnishings - wholesale																	P					P	P		P	P	
Furniture (household) - manufacturing					P																	P			P	P	
Furniture - retail																	P	P	P	P					P	P	
Furniture repair & reupholstery services																P	P	P	P	P					P	P	
Furries & fur apparel - retail																	P	P	P	P					P	P	
Furs (raw), hides & skins - wholesale					P																				P		
<b>G</b>																											
Garden supplies & landscape nursery - retail																	P	P	P	P					P	P	
Garment repair, alteration & pressing services																P	P	P	P	P					P	P	
Gas & petroleum (crude) drilling	C	C	C	C	C																						
Gas & petroleum (crude) field services					P																				P		
Gasoline service stations - retail																P	P	P	P	P					P	P	
Gas pressure control stations																											
Gas & ethanol production plants					C																						
Gas storage & distribution points																											
Gas utility maintenance yard																									P		
Gelatin & glue - manufacturing					C																				C		

P = Permitted Use

C = Conditional Use

GRAND ISLAND LAND USE MATRIX

Attachment "A"  
Chapter 36  
Grand Island City Code

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3								
General contracting & building construction services					P																			P	P								
General stores - retail																P	P	P	P	P					P	P							
Gifts, novelties & souvenirs - retail																P	P	P	P	P	P				P	P							
Glass & glassware, pressed or blown - manufacturing					P																		P		P								
Glass containers - manufacturing					P																		P		P								
Glass, flat - manufacturing					P																		P		P								
Glass, paint & wallpaper - retail																P	P	P	P	P					P	P							
Glue & gelatin - manufacturing					C																				C								
Go-cart tracks						C	C														C				C								
Golf courses, public							P	P	P	P	P	P	P	P	P																		
Golf driving ranges																		P	P							P							
Gravel & sand quarrying	C	C	C	C	C	C	C	C															C	C	C								
Grain - wholesale					P																		P		P	P							
Grains, feeds & hay - retail																		P	P	P	P					P							
Grain mill products & flour - manufacturing					P																					P							
Greases & lubricating oils - manufacturing					P																					P	P						
Green houses	P	P	P	P	P		P	C									P	P		P						P	P						
Greeting card - manufacturing					P																		P			P	P						
Grist milling services					P																		P			P	P						
Groceries - retail																P	P	P	P	P							P						
Groceries - wholesale					P													P									P	P					
Group Home-(Small)								P	P	P	P	P	P	P	P	P	P	P	P									P					
Group Home-(Medium)									C	C	C	C	P		P	C	P	P	P										P				
Group Home-(Large)													P		P	C	P	P	P											P			
Group care home								C	C	C	C	P	P		C		P	P	P														
Gum and wood chemicals - manufacturing					C																								C				
Guns, howitzers, mortars & re. equipment - manufacturing					C																								C				
Gymnasiums & athletic clubs																		P	P		P										P		
Gypsum products - manufacturing					P																			P					P				
<b>H</b>																																	
Handbags & other personal leather goods - manufacturing					P																			P					P	P			
Hardware - retail																	P	P	P	P	P								P	P			
Hardware - wholesale					P													P												P	P		
Hardwood dimension & flooring - manufacturing					P																		P							P	P		
Harvesting services	P	P	P	P			P																										
Hats, caps, & millinery - manufacturing					P																			P						P	P		
Hay, grains & feeds - retail																		P												P			
Health resorts														C				P	P	P		P			C	C			P				
Health & exercise spas																	P	P	P	P	P	P								P	P		
Hearing aids, optical goods, orthopedic appliances & other similar devices - retail														P			P	P	P	P	P									P	P		

P = Permitted Use      C = Conditional Use

GRAND ISLAND LAND USE MATRIX

Attachment "A"  
Chapter 36  
Grand Island City Code

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3	
Heating, air conditioning & plumbing contracting services																	P						P	P	P	
Heating & plumbing equipment & supplies - retail																	P		P	P				P	P	
Heating apparatus (except electrical) and plumbing fixtures - manufacturing					P																	P	P	P	P	
Heliport pads																									P	
Hides, skins, & raw furs - wholesale					P																				P	
Hobby supplies - retail																P	P	P	P	P					P	P
Holding & investment services													P			P	P	P	P	P				P	P	P
Hospital services													P				P	P	P	P						
Hotels, tourist courts, & motels																	P	P	P	P	P			C	C	P
House Furnishings, textile (except curtains & draperies) - manufacturing					P																		P		P	P
Household appliances - retail																	P	P	P	P					P	P
Hunting & fishing clubs						P																				
<b>I</b>																										
Ice cream & frozen desserts - manufacturing					P																		P	P	P	P
Ice - manufacturing					P																		P	P	P	P
Ice - retail																P	P	P	P	P	P					P
Ice skating rinks, indoor						P											P				P					P
Industrial laundry & linen supply services					P																			P	P	P
Industrial leather belting & packing - manufacturing					P																		P		P	P
Industrial & commercial machinery, equipment & supplies - wholesale					P																		P	P	P	P
Industrial machinery equipment - manufacturing					P																		P	P	P	P
Industrial waste disposal					C																					C
Instruments for mechanical measuring & controlling except automatic temperature controls - manufacturing					P																		P	P	P	P
Insurance agents & brokers services													P			P	P	P	P	P						P
Insurance carriers													P			P	P	P	P	P						P
Internet service													P			P	P	P	P	P			P	P	P	P
Investment & holding services													P			P	P	P	P	P						P
<b>J</b>																										
Janitorial services																	P		P							P
Jewelry & precious metals - manufacturing					P																		P	P	P	P
Jewelry - retail																	P	P	P	P	P					P
Jewelry, watch & clock repair services																	P	P	P	P	P					P
<b>K</b>																										
Kennels-commercial																										P
Kennels-private																										P
Knit goods - manufacturing					P																		P	P	P	P
Kennels-animal shelter non-commercial																								P	P	P

P = Permitted Use

C = Conditional Use

GRAND ISLAND LAND USE MATRIX

Attachment "A"  
Chapter 36  
Grand Island City Code

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3	
<b>L</b>																										
Labor unions & similar labor organizations													P				P	P	P	P				P	P	P
Lace goods - manufacturing					P																	P	P	P	P	
Lamp shades - manufacturing					P																	P	P	P	P	
Landscape contracting services					P												P				P				P	
Landscape nursery & garden supplies - retail																P	P	P	P	P					P	
Lapidary work																P	P	P	P	P					P	P
Laundering & dry cleaning pickup service																							P	P	P	
Laundering & dry cleaning, self-service																P	P	P	P	P					P	P
Laundering, dry cleaning & dyeing services, except rugs																P	P	P	P	P					P	P
Lawn care - services																	P	P						P	P	P
Leather & fleece lined clothing - manufacturing					P																	P	P	P	P	
Leather gloves & mittens - manufacturing					P																	P	P	P	P	
Leather tanning & finishing - manufacturing					C																				C	
Legal services													P			P	P	P	P	P					P	P
Libraries								P	P	P	P	P	P	P	P	P	P	P	P	P						
Lime products - manufacturing					C																					C
Linen supply & industrial laundry services					P																		P	P	P	
Linoleum, asphalt-felt-base, and other hard surface floor cover - manufacturing					P																				P	
Liquid petroleum gas - wholesale					P																					P
Liquor - retail																P	P	P	P	P					P	P
Livestock feeding operations	C	C	C	C	C		C																			
Livestock-wholesale																										C
Locksmith services																P	P	P	P	P					P	P
Lubricating oils & greases - manufacturing					P																					C
Luggage - manufacturing					P																	P	P	P	P	
Lumber & building materials - wholesale																	P								P	P
Lumber yards - retail																	P	P	P	P					P	P
<b>M</b>																										
Machine shop - manufacturing					P																		P	P	P	P
Magazines & newspapers - retail																P	P	P	P	P		P	P	P	P	
Magazines, books, & newspapers distributing - wholesale																		P	P			P	P	P	P	
Mail order houses - retail																									P	P
Mailing, duplicating, & stenographic services																	P	P	P	P					P	P
Malt liquors - manufacturing					P																					P
Management & business consulting services													P			P	P	P	P	P					P	P
Masonry, stonework, tile setting & plastering services																	P	P	P	P					P	P
Massage services																	P	P	P	P	P				P	P
Matches - manufacturing					C																					C
Mausoleums																										
Meat & meat packing products - wholesale																	P		P						P	
Meat packing - manufacturing					C																					C

P = Permitted Use      C = Conditional Use

GRAND ISLAND LAND USE MATRIX

Attachment "A"  
Chapter 36  
Grand Island City Code

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3
Meats - retail																P	P	P	P	P				P	P
Medical & surgical instruments & apparatus - manufacturing					P																	P	P	P	P
Medical clinics, out-patient services													P			P	P	P	P	P				P	P
Medical laboratory services																	P					P	P	P	P
Medical chemicals - manufacturing					C																			C	
Metal cans - manufacturing					P																	P		P	
Metal coating, engraving, and allied services - manufacturing					P																	P		P	
Metal mining services																									P
Metal ore mining	C	C	C																						C
Metal products, fabricated structural - manufacturing					P																	P	P	P	
Metals & minerals, except petroleum products & scrap - wholesale					P																	P		P	
Metals, nonferrous, rolling, drawing, & extrusion - manufacturing					P																	P		P	
Metal stamping - manufacturing					P																	P		P	
Metal working machinery & equipment - manufacturing					P																	P		P	P
Millwork - manufacturing					P																	P	P	P	P
Milk processing, fluid only																									P
Miniature golf																	P	P	P	P	P				P
Mining	C	C	C				C	C																C	C
Mobile home parks														P											
Mobile homes - manufacturing					P																	P	P	P	
Mobile homes not on permanent foundation														P											
Manufactured homes on permanent foundation	P	P					P	P	P	P	P	P	P	P	P	P	P	P	P						P
Mobile homes & accessories - retail																	P							P	
Monasteries								P	P	P	P	P	P	P	P	P	P	P							
Monuments - retail																P	P							P	P
Mortician's goods - manufacturing					P																	P	P	P	P
Motels, hotels, & tourist courts																	P	P	P	P	P		C	C	P
Motion picture distribution services					P													P		P		P	P	P	P
Motion picture production studios					P													P				P	P	P	P
Motorcycle & bicycle sales, rental & service																	P	P	P	P	P			P	P
Motor freight garaging & equipment maintenance					P																			P	P
Motor freight terminals																						P		P	P
Mortuary, funeral & crematory services													P			P	P	P	P	P				P	P
Museums						P	C						P			P	P	P	P	P	P			P	P
Musical instruments & supplies - retail																P	P	P	P	P				P	P
Musical instruments & parts - manufacturing																						P	P	P	P
N																									
Newspaper & magazines - retail																P	P	P	P	P				P	P
Newspapers, books & magazines distribution - wholesale																	P		P			P	P	P	P
Newspapers publishing & printing																	P		P			P	P	P	P

P = Permitted Use

C = Conditional Use

GRAND ISLAND LAND USE MATRIX

Attachment "A"  
Chapter 36  
Grand Island City Code

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3
Nightclub or Bar																P	P	P	P	P	P			P	P
News syndicate services													P				P	P	P	P		P	P	P	P
Nonmetallic mining, except fuel - services					P																			P	
Noodles, macaroni, spaghetti & vermicelli - manufacturing					P																	P	P	P	P
Notions, dry goods - wholesale					P												P					P	P	P	P
Novelties, gifts & souvenirs - retail																P	P	P	P	P	P			P	P
Nursery stock farms	P	P	P	P	P		P	P	P	P	P	P	P			P	P	P	P	P	P	P	P	P	P
Nursing, convalescent & rest home services											C	C	P		C	P	P	P	P	C					
Nuts, bolts, screws, rivets, & washers, & screw machine products - manufacturing					P																	P	P	P	P
<b>O</b>																									
Office & store fixtures, partitions, shelving, & lockers - manufacturing					P																	P	P	P	P
Office, computing & accounting machines - manufacturing					P																	P	P	P	P
Office furniture - manufacturing					P																	P	P	P	P
Oilcloth, plastic fabric & vinyl products - manufacturing					C																				C
Ophthalmic goods - manufacturing					P																	P	P	P	P
Optical goods, hearing aids, orthopedic appliances & other similar devices - retail													P			P	P	P	P	P				P	P
Optical instruments & lenses - manufacturing					P																	P	P	P	P
Optometrists, chiropractors & other similar health services													P			P	P	P	P	P				P	P
Ornamental iron works - manufacturing					P																	P	P	P	P
Orphanages										C	C	P	P			P	P		P						
Orthopedic, prosthetic & surgical appliances & supplies - manufacturing					P																	P	P	P	P
Outdoor advertising services																	P				P		P	P	P
<b>P</b>																									
Packing & crating services					P																	P		P	P
Padding & upholstery filling - manufacturing					P																	P	P	P	
Paint, glass, & wallpaper - retail																P	P	P	P	P				P	P
Painting & paper hanging services																	P	P	P					P	P
Paints, varnishes, lacquers, enamels, and allied products - manufactured					C																				C
Paper & paper products - wholesale					P												P					P	P	P	P
Paperbound containers & boxes - manufacturing					P																	P	P	P	
Paperboard - manufacturing					P																	P	P	P	
Paper coating & glazing - manufacturing					P																	P	P	P	
Paper, except building paper - manufacturing					P																	P	P	P	
Paper hanging & painting services																	P	P	P					P	P
Parasols, umbrellas & canes - manufacturing					P																				P

P = Permitted Use      C = Conditional Use

GRAND ISLAND LAND USE MATRIX

Attachment "A"  
Chapter 36  
Grand Island City Code

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3	
Parks, public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Partitions, shelving, lockers & office & store fixtures - manufacturing					P																	P	P	P	P	
Paunch manure - application, incorporation, stockpiling, disposal	C		C	C	C																					
Periodicals, publishing & printing					P												P		P			P	P	P	P	
Petroleum bulk stations & terminal - wholesale					C																				C	
Petroleum pipeline R/W	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Petroleum pressure control stations																										
Petroleum (crude) & gas field services					P																				P	
Petroleum (crude) & natural gas drilling	C	C	C		C																				C	
Petroleum refining					C																					C
Pets & pet grooming - retail																P	P	P	P	P					P	P
Pharmaceutical preparations - manufacturing					P																				P	P
Photocopying & blue printing services																P	P	P	P	P					P	P
Photoengraving																	P	P	P	P					P	P
Photofinishing services																P	P	P	P	P					P	P
Photographic equipment & supplies - manufacturing					P																	P	P		P	P
Photographic studios & services																P	P	P	P	P					P	P
Photographic supplies & cameras - retail																P	P	P	P	P	P				P	P
Physicians' services													P			P	P	P	P	P					P	P
Planetarium																	P	P		P	P	P			P	P
Planing mills, general - manufacturing					P																	P	P	P	P	
Planning, architectural & engineering professional services													P				P	P	P	P	P			P	P	P
Plastering, masonry, stone work & tile setting services																	P	P	P	P					P	P
Plastic fabric, vinyl products & oilcloth - manufacturing					P																	P	P	P		
Plastic materials & synthetic resins, synthetic rubber, synthetic & other manmad materials - manufacturing					C																				C	
Plastic products - manufacturing					P																				P	
Playfields & athletic fields	C	C	C	C	C	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	C	P	P	P	P
Playgrounds						P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P					P
Play lot or tot lot						P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P					P
Pleating, decorative & novelty stitching & tucking for the trade - manufacturing					P																	P	P	P	P	
Plumbing & heating equipment & supplies - retail																	P		P	P					P	P
Plumbing fixtures & heating apparatus (except electrical) - manufacturing					P																	P	P	P	P	
Plumbing, heating, & air conditioning contracting services																	P						P	P	P	
Plywood & veneer - manufacturing					P																	P	P	P		
Porcelain electrical supplies - manufacturing					P																	P	P	P	P	
Pottery - manufacturing					P																	P	P	P	P	
Poultry & eggs - retail																		P		P					P	
Poultry & poultry products - wholesale																		P						P	P	

P = Permitted Use      C = Conditional Use

GRAND ISLAND LAND USE MATRIX

Attachment "A"  
Chapter 36  
Grand Island City Code

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3		
Poultry & small game dressing & packing					P												C								P		
Poultry hatchery services				P	P																				P		
Prefabricating wooden buildings & structural members - manufacturing																						P	P	P	P		
Preserving & canning of fruits, vegetables & seafood's - manufacturing					P																	P	P	P			
Pressed & molded pulp goods - manufacturing					P																	P	P	P			
Pressing, alteration & garment repair services																P	P	P	P	P					P	P	
Primary smelting & refining of nonferrous metals - manufacturing					C																				C		
Printing ink - manufacturing					P																				P	P	
Printing, commercial																	P	P	P	P		P	P	P	P	P	
Printing & publishing of books					P																	P	P	P	P	P	
Printing & publishing of newspapers					P												P		P			P	P	P	P	P	
Printing & publishing of periodicals					P												P		P			P	P	P	P	P	
Private Prisons					C																					C	
Private clubs							C	C									P	P	P	P	P				P	P	
Processing waste & recovering fibers & flock - manufacturing					C																				C		
Professional equipment & supplies - wholesale																	P	P	P	P		P	P	P	P	P	
Professional membership organizations													P			P	P	P	P	P			P	P	P	P	
Professional offices not elsewhere listed													P			P	P	P	P	P			P	P	P	P	
Pulp - manufacturing					P																		P	P	P		
<b>Q</b>																											
Quarrying, gravel, sand & dirt	C	C	C	C	C	C	C	C								C	C	C	C	C	C	C	C	C	C	C	
Quarrying, stone	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
<b>R</b>																											
Race tracks & courses - animals																									P		
Race tracks & courses - vehicle	C			C		C																			C		
Radioactive materials processing & storage - manufacturing					C																				C		
Radioactive waste materials disposal					C																						
Radio broadcasting studios													P			P	P	P	P	P			P	P	P		
Radios, television, phonographs, recorders & tape players - manufacturing					P																	P	P	P	P		
Radios, televisions, phonographs, recorders, & tape players repair services																P	P	P	P	P					P	P	
Radios, televisions, phonographs, recorders & tape players - retail																P	P	P	P	P						P	
Radio transmitting stations & towers	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Railroad equipment & maintenance yard					P																				P		
Railroad - equipment - manufacturing					P																				P		
Railroad freight terminals					P														P						P	P	

P = Permitted Use

C = Conditional Use

GRAND ISLAND LAND USE MATRIX

Attachment "A"  
Chapter 36  
Grand Island City Code

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3	
Railroad passenger terminals					P														P					P		
Railroad right-of-way	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Railroad switching yards					P																			P	P	
Raincoats & other waterproof outer garments - manufacturing					P																	P	P	P	P	
Real estate agents, brokers & management services													P			P	P	P	P	P				P	P	
Reclaiming rubber					C																			C		
Recreational vehicles & equipment - manufacturing					P																	P	P	P	P	
Recreational vehicles & equipment - retail					P												P			P				P		
Recreation centers						P							P			P	P	P	P	P				P	P	
Rectories								P	P	P	P	P	P	P	P	P	P	P	P							
Recycling center					C																			C	C	
Refining & smelting (primary) of nonferrous metals					C																			C		
Refining of petroleum																								C		
Refrigerated warehousing (except food lockers)					P												P		P			P	P	P	P	
Refuse incineration					C																			C		
Religious camps & retreats	C	C				C	C	C																		
Research, development & testing services					P																	P	P	P	P	
Resorts (general)	C	C					C	C									P	P	P					C		
Rest, nursing, & convalescent home services											C	C	P		C	P	P	P	P	P	C					
Restaurants																P	P	P	P	P	P	P		P	P	
Restaurants, drive-in																P	P	P	P	P	P			P	P	
Retirement homes											C	C	P		C	P	P	P	P	C						
Reupholstery & furniture repair services					P												P	P	P	P			P	P		
Rice milling					P																				P	
Riding stables & academies	C	C				C	C	C													C			C		
Roadside stands offering agricultural products for sale on the premises	P	P	P	P	P	P	P	P																		
Roller skating rinks - indoor																P	P	P	P	P				P	P	
Rolling, drawing, & extrusion of nonferrous metals - manufacturing					P																	P	P	P		
Rolling of ferrous metals, blast furnaces & steel works					C																	C	C	C		
Roofing & sheet metal contracting services					P												P						P	P	P	
Rooming & boarding houses											C	P			C	P	P	P	P						P	
Rubber footwear - manufacturing					P																	P	P	P		
Rug & carpet cleaning & repair services																P	P	P	P	P				P	P	
Rug & carpet - manufacturing					P																	P	P	P		
S																										
Salvage yard																								C	C	
Sand & gravel quarrying	C	C	C	C	C	C	C	C														C	C	C		
Sanitary landfill					C																			C		
Sanitary paper products - manufacturing					P																			P		
Sausages & other prepared meat products - manufacturing																	P						P	P		

P = Permitted Use      C = Conditional Use

GRAND ISLAND LAND USE MATRIX

Attachment "A"  
Chapter 36  
Grand Island City Code

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3	
Savings & loan associations													P			P	P	P	P	P	P			P	P	
Sawmills, general - manufacturing	C				P																			P		
Schools, art													P					P	P	P	P				P	
Schools, barber													P					P	P	P	P				P	
Schools, beauty													P					P	P	P	P				P	
Schools, business													P					P	P	P	P				P	
Schools, colleges													P					P	P	P	P				P	
Schools, computer													P					P	P	P	P				P	
Schools, correspondence													P					P	P	P	P				P	
Schools, dancing													P					P	P	P	P				P	
Schools, day care												P	P		C			P	P	P	P		C	C	C	P
Schools, driving													P					P	P	P	P				P	
Schools, junior college													P					P	P	P	P				P	
Schools, music													P					P	P	P	P				P	
Schools, nursery												P	P		C			P	P	P	P				P	
Schools, pre-primary	C	C					C	C	C	C	C	P	P		P	P	P	P	P	P				P		
Schools, primary	P	P					P	P	P	P	P	P	P	P	P	P	P	P	P	P				P		
Schools, professional												P	P					P	P	P	P				P	
Schools, secondary							P	P	P	P	P	P	P	P	P	P	P	P	P	P				P		
Schools, stenographic													P					P	P	P	P				P	
Schools, technical													P					P	P	P	P				P	
Schools, trade																		P	P	P	P			P	P	
Schools, universities													P					P	P	P	P				P	
Schools, vocational																		P	P	P	P			P	P	
Scientific & educational research services																		P	P	P	P	P	P	P	P	
Scrap & waste materials, nonmetallic - wholesale					C																			C		
Screw machine products & bolts, nuts, screws, rivets, & washers - manufacturing					P																	P	P	P	P	
Secondary smelting & refining of nonferrous metals - manufacturing					C																			C		
Second hand merchandise - retail																P	P	P	P	P				P	P	
Seed treating	P				P																			P		
Seed and feed sales																		P	P	P	P			P		
Sewage sludge drying beds					C																			P		
Sewage treatment facilities																						C	C	P		
Shades & venetian blinds - manufacturing					P																	P	P	P	P	
Sheet metal & roofing contracting services																		P					P	P	P	
Shelving, partitions, lockers, & office & store fixture - manufacturing					P																	P	P	P	P	
Shoe repair, shoe shining, & hat cleaning services																P	P	P	P	P	P			P	P	
Shoes - manufacturing					P																	P	P	P	P	
Shoes - retail																P	P	P	P	P				P		
Shoes - wholesale					P													P	P	P		P	P	P	P	
Shortening, table oils, margarine, & other edible fats & oils - manufacturing					P																	P	P	P		

P = Permitted Use      C = Conditional Use

GRAND ISLAND LAND USE MATRIX

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3
Signs & advertising displays - manufacturing					P																		P	P	P
Silverware & plated ware - manufacturing					P																		P	P	P
Skeet & trap shooting ranges	C	C				P	C																	C	
Sludge, municipal waste - application, incorporation, stockpiling, disposal	C	C	C	C	C	C	C																	C	
Smelting & refining (primary) of nonferrous metals					C																			C	
Smelting & refining (secondary) of nonferrous metals					C																			C	
Soaps & detergents (except specialty cleaners) - manufacturing					P																		P	P	
Social, civic & fraternal associations								C					P		C	P	P	P	P	P	P		P	P	P
Social correctional, treatment & counseling services					P								P		C		P	P	P	P	P			P	P
Solid waste transfer stations	C	C			C		C																	C	
Sorority & fraternity houses												P	P		C	P	P	P	P						
Souvenirs, gifts, novelties - retail																P	P	P	P	P	P			P	P
Soybean oil milling					P																	P	P	P	
Sporting, toys, amusement & athletic goods - manufacturing					P																	P	P	P	P
Sporting goods - retail																P	P	P	P	P					P
Stadiums																	C			C		C		P	
Stationery - retail																P	P	P	P	P				P	P
Steel pipe & tubes - manufacturing					P																	P	P	P	
Steel wire drawing, steel nails & spikes - manufacturing					P																	P	P	P	
Steel works, blast furnaces & the rolling of ferrous metals					C																			C	
Stenographic, duplicating, & mailing services																	P	P	P	P				P	P
Stock yards	C	C	C	C	C		C																	C	
Stone products & cut stone - manufacturing					P																	P	P	P	
Stone - quarrying	C	C	C	C	C		C															C	C	C	
Stone work, masonry, tile setting, & plastering services																	P	P	P	P				P	P
Storage - mini																	P	P	P	P			P	P	P
Storage & warehousing of nonhazardous products					P												P	P	P			P	P	P	P
Storage & warehousing of hazardous products					C																	C	C	C	
Storage & warehousing of household goods					P												P	P	P			P	P	P	P
Store & office fixtures, lockers, partitions & shelving - manufacturing					P																	P	P	P	P
Sugar refining - manufacturing					C																			C	
Surgical & medical instruments & apparatus - manufacturing					P																	P	P	P	P
Swimming clubs																	P	P	P	P				P	
Synagogues, churches, & temples	C	C					C	P	P	P	P	P	P	P	P	P	P	P	P	P					P
Synthetic, resins, synthetic rubber, plastic materials, synthetic & other manmade fibers (except glass) - manufacturing					C																		C	C	
T																									

P = Permitted Use      C = Conditional Use

GRAND ISLAND LAND USE MATRIX

Attachment "A"  
Chapter 36  
Grand Island City Code

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3		
Tailoring (custom)																P	P	P	P	P					P	P	
Taverns																P	P	P	P	P	P				P	P	
Taxicab dispatch																	P	P	P	P				P	P	P	
Taxicab garaging & maintenance																		P	P						P	P	
Telegraph communications													P			P	P	P	P	P	P				P	P	
Telephone business office													P			P	P	P	P	P	P				P	P	
Telephone exchange stations																	P		P					P	P	P	
Telephone maintenance yard																	P		P						P	P	
Telephone relay towers (microwave)	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Television broadcasting studios																		P	P	P	P					P	P
Television, radios, phonographs, recorders & tape players - manufacturing					P																		P	P	P	P	
Television, radios, phonographs, recorders & tape players repair services																P	P	P	P	P					P	P	
Television, radios, phonographs, recorders, & tape players - retail																P	P	P	P	P					P	P	
Television transmitting stations & relay towers	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Temples, churches, & synagogues	C	C					C	P	P	P	P	P	P	P	P	P	P	P	P	P						P	
Tennis clubs						P											P	P								P	
Textile bags - manufacturing					P																		P	P	P		
Testing, research, & development services					P																	P	P	P	P		
Theaters, legitimate																P	P	P	P	P	P				P	P	
Theaters, motion picture, indoor																P	P	P	P	P	P				P	P	
Theaters, motion picture, outdoor							C									P									P	P	
Threads & yarns - manufacturing					P																		P	P	P		
Tile setting, masonry, plastering & stone work services																	P	P	P	P					P	P	
Tire cord & fabric - manufacturing					P																		P	P	P		
Tire & inner tubes - manufacturing					C																		C	C	C		
Tires & inner tubes - wholesale					P												P	P	P	P			P	P	P		
Title abstracting services													P			P	P	P	P	P					P	P	
Tobacco & tobacco products - wholesale																	P		P				P	P	P	P	
Tobacco & snuff - manufacturing					P																		P	P	P		
Tobacco leaf - wholesale					P																			P	P		
Tobacco stemming & redrying					C																				C		
Tot lot or play lot						P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P					P	
Tourist courts, hotels, & motels																	P	P	P	P	P			C	C	P	
Toys, amusement, sporting & athletic goods - manufacturing					P																		P	P	P	P	
Transportation equipment and supplies (except motor vehicles)																										P	
Trap & skeet shooting ranges	C	C				P	C																		C		
Travel arranging services													P			P	P	P	P	P	P				P	P	
Truck & automobile rental services																	P	P	P	P	P				P	P	
Truck wash services					P																	P	P	P	P	P	
Turbines & engines - manufacturing					P																		P	P	P	P	

P = Permitted Use      C = Conditional Use

GRAND ISLAND LAND USE MATRIX

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3	
<b>U</b>																										
Utility substations, pumping station, water reservoir & telephone exchange	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Upholstery, draperies, & curtains - retail																	P	P	P	P					P	P
Upholstery filling & padding - manufacturing					P																		P	P	P	P
<b>V</b>																										
Variety & discount stores - retail																P	P	P	P	P					P	P
Vegetable oil milling (except cottonseed & soybean)					P																	P	P	P	P	
Veneer & plywood - manufacturing					P																	P	P	P	P	
Vending machine operations - retail																	P	P	P	P			P	P	P	P
Venetian blinds & shades - manufacturing					P																	P	P	P	P	
Veterinarian services	C	C			C		C	C					P			P	P	P	P	P				P	P	
Vinyl products, plastic fabric & oilcloth - manufacturing					P																	P	P	P	P	
Vitreous china plumbing fixtures, china, earthenware fillings & bathroom accessories - manufacturing					P																	P	P	P	P	
Vitreous china, table & kitchen articles - manufacturing					P																	P	P	P	P	
<b>W</b>																										
Wallpaper - manufacturing					P																	P	P	P	P	
Wallpaper, paint & glass - retail																P	P	P	P	P				P	P	
Warehousing & storage of hazardous products					C																	C	C	C	C	
Warehousing & storage of nonhazardous products					P																	P	P	P	P	
Warehousing & storage of household goods					P												P		P	P		P	P	P	P	
Watch, clock, & jewelry repair services																P	P	P	P	P				P	P	
Watches, clocks, clock work operated devices & parts - manufacturing					P																	P	P	P	P	
Water well drilling services					P												P					P	P	P	P	
Welding & blacksmith services					P												P							P	P	
Welfare & charitable services													P			P	P	P	P	P				P	P	
Wet corn milling					P																		P	P	P	
Wind energy installation		C																				C	C	C	C	
Wine, beer, & alcoholic beverages - wholesale					P												P		P			P	P	P	P	
Wine, brandy, & brandy spirits - manufacturing					P																	P	P	P	P	
Wire products (fabricated) - manufacturing					P																	P	P	P	P	
Wooden containers - manufacturing					P																	P	P	P	P	
Wool preserving - manufacturing																										
Wool & mohair - wholesale					P												P		P			P	P	P	P	
Worm farms	P	P	P	P	P		P	P																		
<b>Y</b>																										
Yarn & threads - manufacturing					P																	P	P	P	P	
<b>Z</b>																										

P = Permitted Use

C = Conditional Use

GRAND ISLAND LAND USE MATRIX

Attachment "A"  
 Chapter 36  
 Grand Island City Code

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3	
Zoos						P														P	P					
<b>ADDITIONAL LAND USE CATEGORIES</b>																										

P = Permitted Use

C = Conditional Use

21 of 21



# City of Grand Island

Tuesday, June 22, 2021

Council Session

## Item E-3

### **Public Hearing on Acquisition of Utility Easement - 3234 West Schimmer Drive (GIG Ventures, LLC)**

*Council action will take place under Consent Agenda item G-4.*

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

**From:** Tim Luchsinger, Utilities Director  
Stacy Nonhof, Interim City Attorney

**Meeting:** June 22, 2021

**Subject:** Acquisition of Utility Easement – 3234 West Schimmer Drive – GIG Ventures

**Presenter(s):** Timothy Luchsinger, Utilities Director

## **Background**

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire utility easement relative to the property of GIG Ventures, LLC, located through a part of the South Half of the Southwest Quarter (S ½, SW ¼) of Section Thirty-Two (32), Township Eleven (11) North, Range Nine (9) West of the 6<sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska (3234 West Schimmer Drive), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

GIG Ventures, LLC, has requested a new electrical service to accommodate the upgrade to their building located at 3234 West Schimmer Drive. A new 150 kVA 3-phase pad-mount transformer and approximately 230 linear feet of 1/0 cable inside of a 4” conduit will be installed to accommodate the service upgrade. The proposed easement will allow the Utilities Department to install, access, operate, and maintain the electrical infrastructure at this location.

## **Alternatives**

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

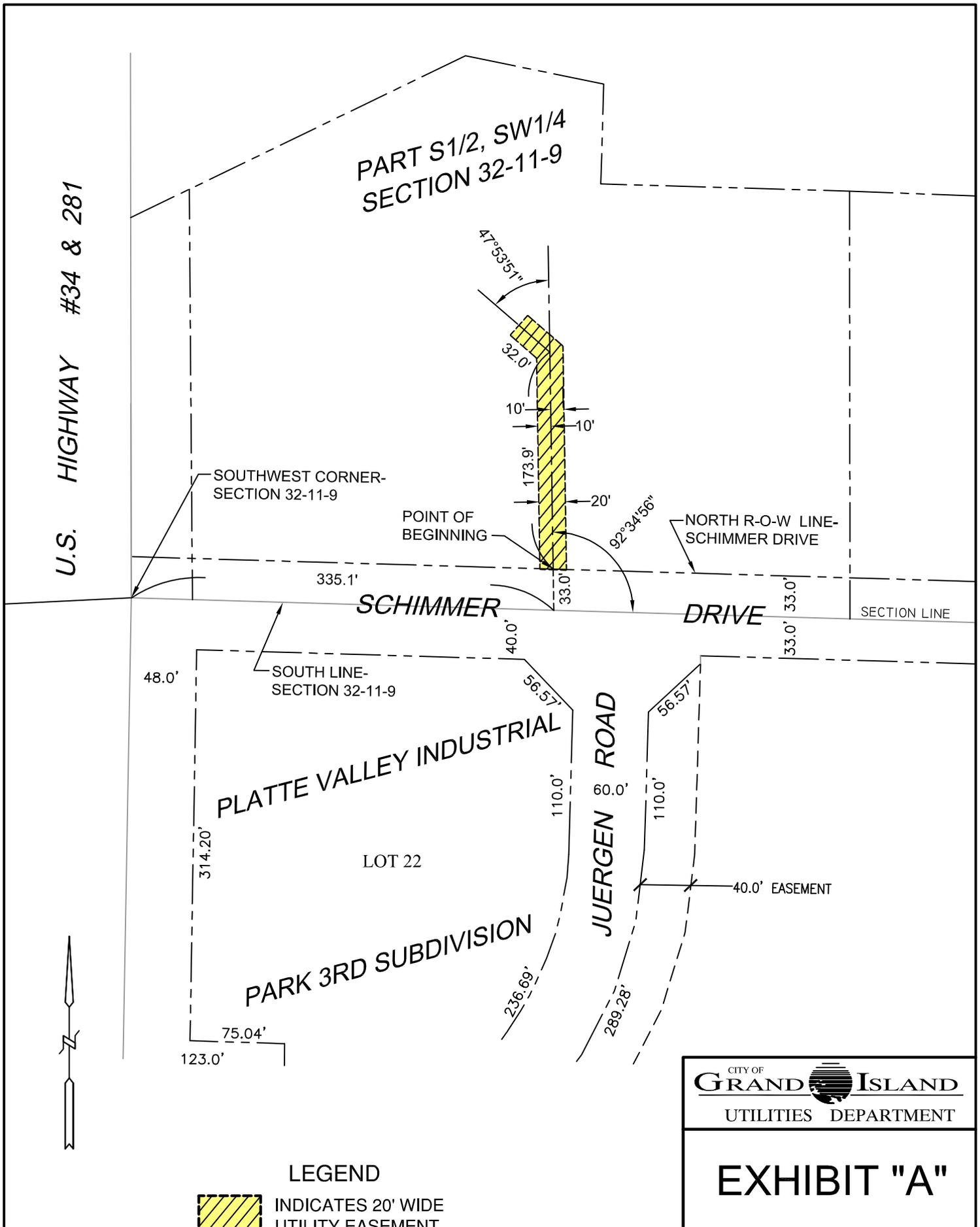
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

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

## **Sample Motion**

Move to approve acquisition of the Utility Easement.



CITY OF  
**GRAND ISLAND**  
 UTILITIES DEPARTMENT

**EXHIBIT "A"**



# City of Grand Island

Tuesday, June 22, 2021

Council Session

## Item E-4

### **Public Hearing on Acquisition of Utility Easement - 1814 N. Eddy (Casey's Retail Co.)**

*Council action will take place under Consent Agenda item G-5.*

Staff Contact: Tim Luchsinger, Stacy Nonhof

# Council Agenda Memo

**From:** Tim Luchsinger, Utilities Director  
Stacy Nonhof, Interim City Attorney

**Meeting:** June 22, 2021

**Subject:** Acquisition of Utility Easement – 1814 N. Eddy Street –  
Casey’s Retail Co. a/k/a Casey’s General Store

**Presenter(s):** Timothy Luchsinger, Utilities Director

## Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire utility easement relative to the property Casey’s Retail Company, located through a part of the Park Reserve of Gilbert’s Subdivision of Block One (1), Gilbert’s 2<sup>nd</sup> Addition to the City of Grand Island, Hall County, Nebraska (1814 N. Eddy Street), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## Discussion

Casey’s Retail company constructed a new store located at 1814 North Eddy Street in 2008. An 8” water main (Water Main Project 2008-W-7) was relocated to accommodate the construction of the new gas canopy. Due to some construction in the Five Points area, Utility Engineering discovered the original document was never signed or filed. This easement will allow the Utilities Department to access, operate, and maintain the water infrastructure previously installed at this location.

## Alternatives

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

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

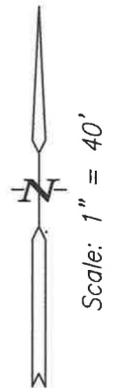
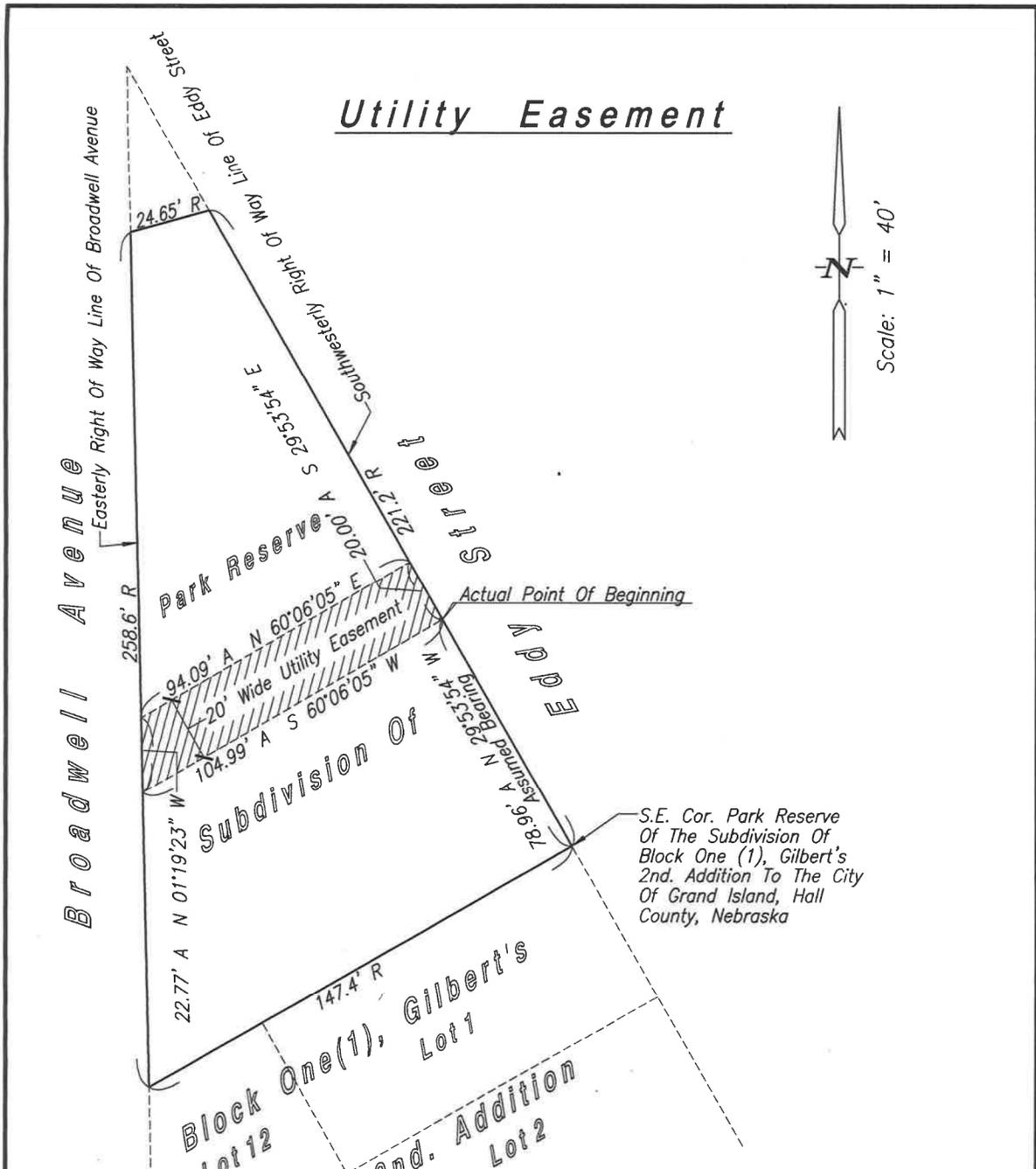
## **Recommendation**

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

## **Sample Motion**

Move to approve acquisition of the Utility Easement.

# Utility Easement



**Description**

A tract of land comprising a part of the Park Reserve of the Subdivision of Block One (1), Gilbert's 2nd. Addition to the City of Grand Island, Hall County, Nebraska, more particularly described as follows:  
 Beginning at the southeast corner of said Park Reserve of the Subdivision of Block One (1), Gilbert's 2nd. Addition, said point also being on the southwesterly right of way line of Eddy Street; thence running northwesterly along the northeasterly line of said Park Reserve of the Subdivision of Block One (1), Gilbert's 2nd. Addition, and the southwesterly right of way line of Eddy Street, on an Assumed Bearing of N29°53'54"W, a distance of Seventy Eight and Ninety Six Hundredths (78.96) feet, to the ACTUAL point of beginning; thence running S60°06'05"W, a distance of One Hundred Four and Ninety Nine Hundredths (104.99) feet, to a point on the westerly line of said Park Reserve of the Subdivision of Block One (1), Gilbert's 2nd. Addition and to a point on the easterly right of way line of Broadwell Avenue; thence running N01°19'23"W, along the west line of said Park Reserve of the Subdivision of Block One (1), Gilbert's 2nd. Addition and the easterly right of way line of Broadwell Avenue, a distance of Twenty Two and Seventy Seven Hundredths (22.77) feet; thence running N60°06'05"E a distance Ninety Four and Nine Hundredths (94.09) feet, to a point on the easterly line of said Park Reserve of the Subdivision of Block One (1), Gilbert's 2nd. Addition and to a point on the westerly right of way line of Eddy Street; thence running S29°53'54"E, along the easterly line of said Park Reserve of the Subdivision of Block One (1), Gilbert's 2nd. Addition and the westerly right of way line of Eddy Street, a distance of Twenty (20.00) feet, to the ACTUAL point of beginning and containing 0.046 acres more or less.

EXHIBIT "A"

**ROCKWELL AND ASSOC.** ENGINEERING & SURVEYING

2510 NORTH WEBB ROAD, GRAND ISLAND, NEBRASKA 68802 P.O. BOX 549  
 E-MAIL: [surveyor@computer-concepts.com](mailto:surveyor@computer-concepts.com) PHONE (308) 382-1472 FAX (308) 382-1423

DATE: 4/28/2021



# City of Grand Island

Tuesday, June 22, 2021

Council Session

## Item E-5

**Public Hearing on the Semi-Annual Report by the Grand Island Area Economic Development Corporation/Citizens Advisory Review Committee on the Economic Development Program Plan**

*Council action will take place under Resolutions item I-2.*

Staff Contact: Jerry Janulewicz

# **Council Agenda Memo**

**From:** Jerry Janulewicz, City Administrator

**Meeting:** June 22, 2021

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

**Presenter(s):** Dave Taylor, Executive Director

## **Background**

The voters of the City of Grand Island approved an economic development plan at the November 6, 2012 election. Subsequent to the election, the city has adopted an ordinance that establishes the economic development plan and a Citizen Advisory Review Committee to oversee the process of approving applications for economic development incentives. The Citizen Advisory Review Committee is required by State Statute and the Grand Island City Code to make a semi-annual report to the City Council.

## **Discussion**

The Citizen Advisory Review Committee has been conducting regular meetings during the last six months as required by the City Code and the Nebraska Statutes. The committee looks forward to receiving and reviewing meritorious applications for consideration in the future. The committee received the semi-annual report from the Economic Development Corporation at its meeting of June 3, 2021 and voted to forward it on to the City Council for its review and acceptance.

## **Alternatives**

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

1. Accept the semi-annual report of the Citizen Advisory Review Committee.
2. Do not accept the semi-annual report of the Citizen Advisory Review Committee.

## **Recommendation**

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

## **Sample Motion**

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



## Semi- Annual Review



# Eligible Business Activities:

1. The manufacturer of articles of commerce
2. The conduct of research and development
3. The processing, storage, transport, or sale of goods or commodities which are sold or traded in interstate commerce
4. The sale of services in interstate commerce
5. Headquarter facilities relating to eligible activities as listed in this section
6. Telecommunication activities
7. End destination tourism-related activities



# LB840 Projects

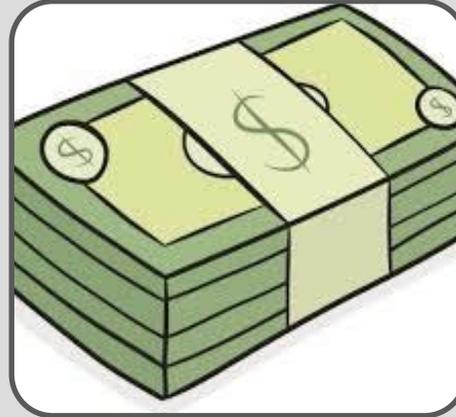
## Active:

- ▶ **Hendrix Genetics**
  - ▶ 43 new jobs
- ▶ **GIX Logistics**
  - ▶ 12 new jobs
- ▶ **Zabuni Specialty Coffee Auction**
  - ▶ 10 new jobs
- ▶ **Amur Equipment Finance**
  - ▶ 15 new jobs
- ▶ **Dramco Tool Company**
  - ▶ 7 new jobs





<b>LB840 Balance as of 5/24/21</b>	<b>\$1,459,793</b>
Amur Equipment Finance	(\$56,000)
Zabuni Specialty Coffee	(\$51,666)
GIX Logistics	(\$93,334)
Dramco Tool	(\$17,142)
<b>Ending LB840 Balance</b>	<b>\$1,241,649</b>



LB840 Funds  
Invested:

\$5,994,100

Jobs Created:

1048

Annual Wages  
Created:

\$33,836,296

2015-2020  
Average Wage:

\$19.07



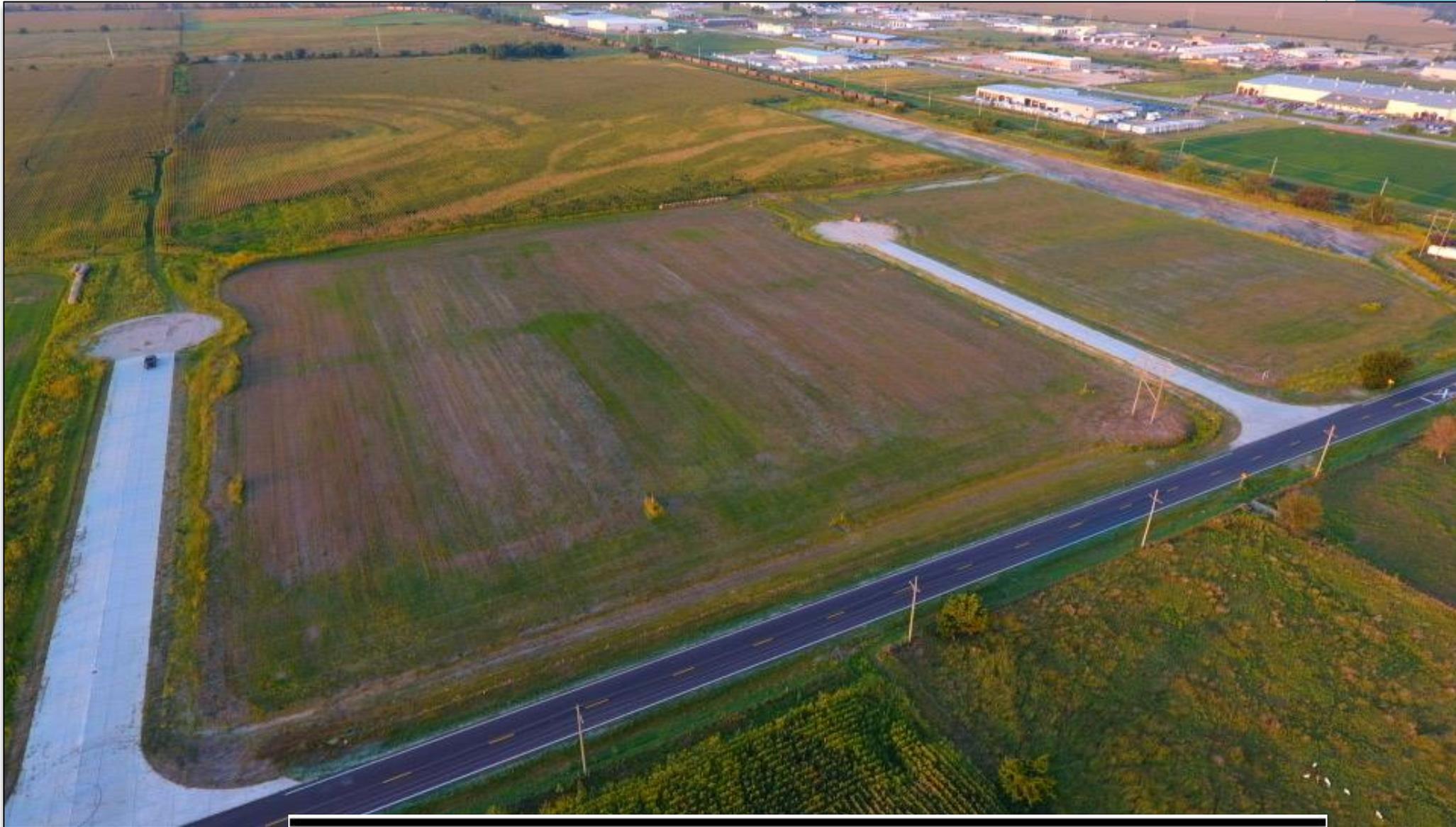
# 2021 Project Pipeline

## Business Recruitment Projects:

- ▶ Green Thumb
- ▶ EX
- ▶ Ice Age
- ▶ Lee
- ▶ Rex
- ▶ Scale
- ▶ Hexagon
- ▶ Stern
- ▶ French Fry
- ▶ BNPET
- ▶ Curl



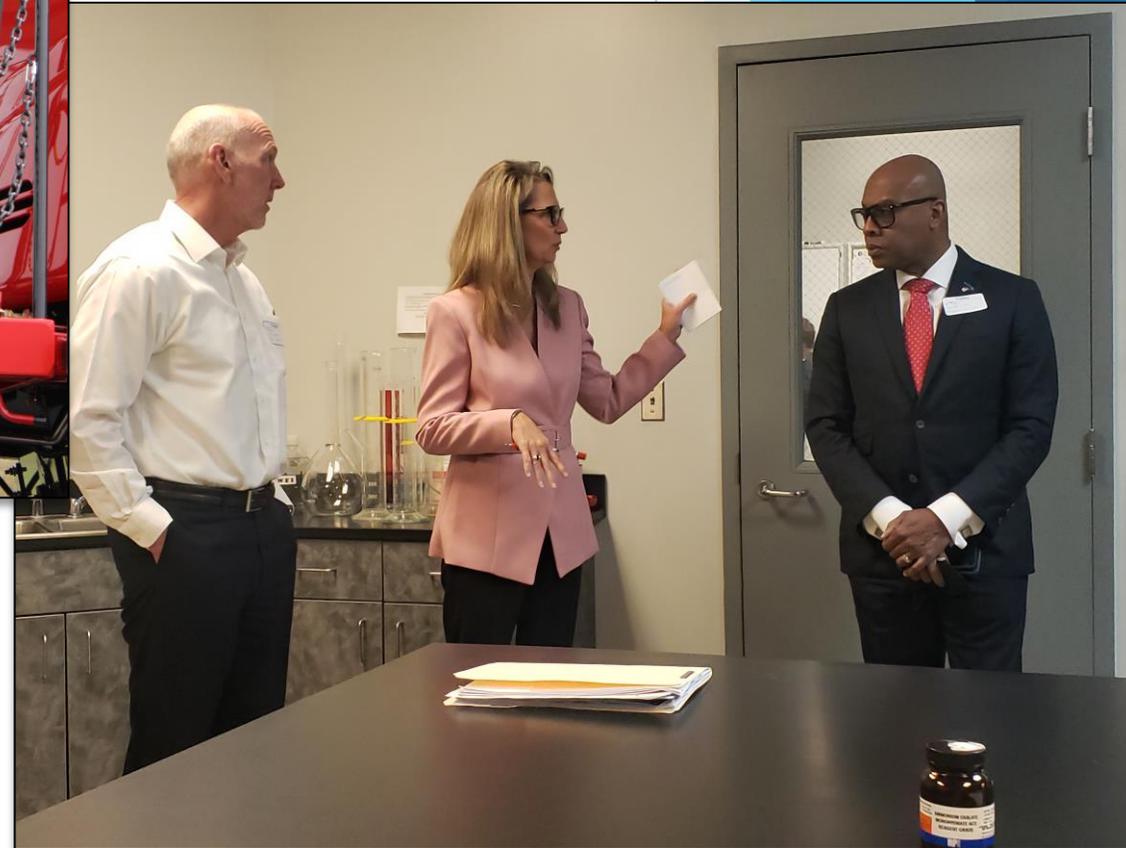
# Platte Valley- East





# Spring 2021

- ▶ Nebraska Tech Collaborative
- ▶ SCEDD Economic Development Forum
- ▶ Invest Nebraska
- ▶ Tony Goins, NE DED Director
- ▶ Rural Workforce Housing Grant Award
- ▶ Land Bank Seminar
- ▶ Site Visits x2





# CALL **GRAND ISLAND** HOME

Live where your **paycheck goes farther.**

Our houses are affordable. Our schools are great. We have opportunities for career advancement. Oh, and we have things to do. All that in a great location.

Great people, better opportunities. It is all waiting for you in Grand Island, Nebraska.

# MovetoGrandIsland.com



<input type="checkbox"/>	Posts		Date Published	Reach ⓘ	Engagement ⓘ	Reactions/Likes ⓘ	Comments ⓘ	Shares ⓘ
<input type="checkbox"/>	 Is it time to focus on family? Perhaps i... <span>Boost Post</span>		May 18, 2021 at 3:20 PM	4 People Reached	0 Post Engagements	0 Reactions	0 Comments	0 Shares
<input type="checkbox"/>	 This post has no text <span>Boost Unavailable</span>		May 6, 2021 at 5:11 PM	127 People Reached	0 Post Engagements	0 Reactions	0 Comments	0 Shares
<input type="checkbox"/>	 This post has no text <span>Boost Unavailable</span>		May 6, 2021 at 5:10 PM	118 People Reached	0 Post Engagements	0 Reactions	0 Comments	0 Shares
<input type="checkbox"/>	 Tired of traffic? Perhaps it's time to cal... <span>Boost Post</span>		May 6, 2021 at 1:38 PM	825 People Reached	121 Post Engagements	29 Reactions	1 Comments	5 Shares
<input type="checkbox"/>	 This post has no text <span>Boost Unavailable</span>		May 5, 2021 at 3:48 PM	0 People Reached	1 Post Engagements	1 Reactions	0 Comments	0 Shares
<input type="checkbox"/>	 This post has no text <span>Boost Unavailable</span>		May 5, 2021 at 3:42 PM	103 People Reached	0 Post Engagements	0 Reactions	0 Comments	0 Shares

# 2021 Annual Meeting



## Strokes of Genius

We are ready to celebrate the community's successes of the past year. Whether you prefer golf strokes or brush strokes, all folks are welcome at our annual meeting.

## INDIANHEAD GOLF CLUB

4100 W Husker Hwy, Grand Island, NE

### THURSDAY, JUNE 17

11:00 am – Check-in and luncheon

12:00 pm – EDC annual business meeting

12:30 pm – Tee up or brush up



### GOLF

- 18-hole scramble with a shotgun start.
- We'll have limited teams, so get signed up today.
- **\$100 per 4-person team**



### PAINT

- Not a golfer? Not a problem. Relax, network and get creative with a self-guided paint buffet.
- Painters begin at the same time as golfers.
- **\$10 per painter**

# Questions?

Thank YOU for your dedication to Grand Island.



## LB840 Application

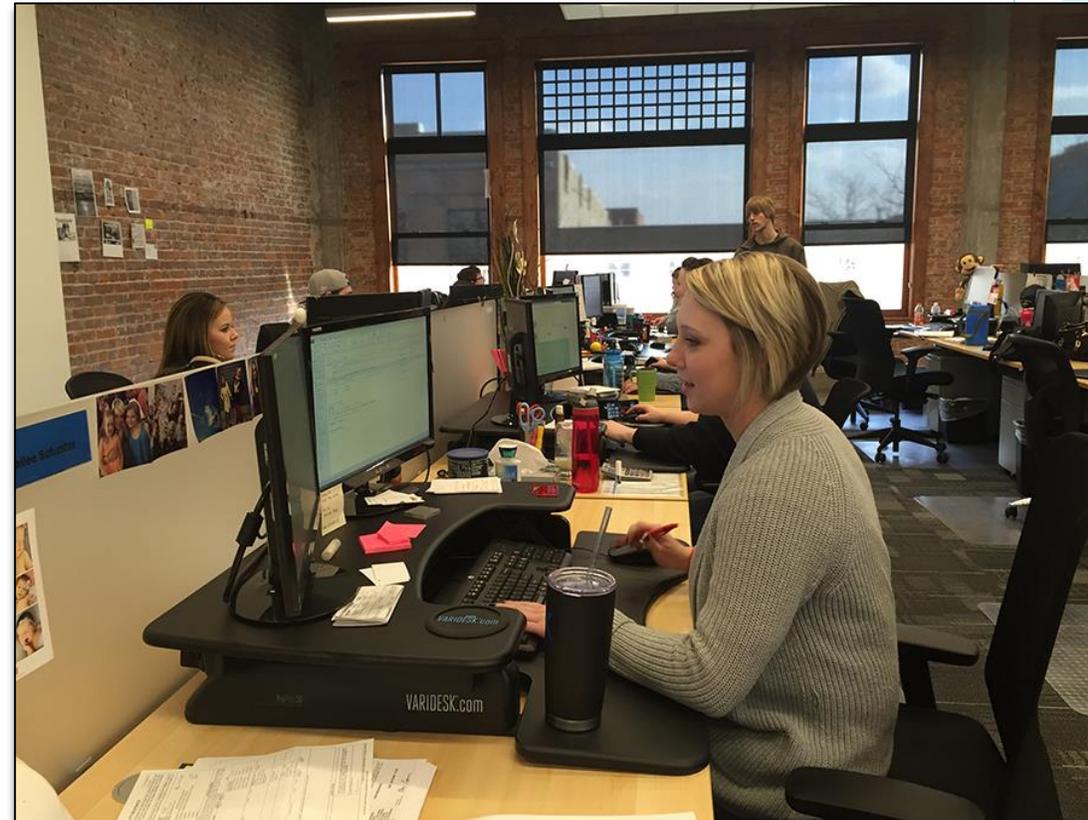
Located @ 308 West Third Street

GIX Logistics is in the business of transportation, logistics, and distribution across the country.

75% of GIX's customers are located outside the State of Nebraska, thus increasing interstate commerce in to the community.



- ▶ 2015: Added 26 new jobs
- ▶ 2019: Added 12 new jobs
  - ▶ Have exceeded job growth contract requirements
- ▶ 2021: Adding 15 new jobs





- ▶ Adding 15 new positions
  - ▶ Inside Sales Representatives
  - ▶ Increase employee count to 94 in Railside office
  
- ▶ Average of \$29.50 / hour

▶ Proposed LB840 Incentive

- ▶ Job Creation:           \$247,500
- ▶ Job Training:           \$40,000
- ▶ Infrastructure:           \$22,500
- ▶ **TOTAL:**               **\$310,000**
  - ▶ Disbursed incrementally through 2024
  - ▶ After completion of workforce audits

# Proposed LB840 Distribution Schedule

Year	LB840 Category	LB840 Funds Distributed
2021	Job Training Infrastructure	\$20,833
2022	Job Training Job Creation Infrastructure	\$86,833
2022	Job Training Job Creation Infrastructure	\$119,834
2023	Job Creation	\$82,500
<b>TOTAL</b>		<b>\$310,000</b>

## Eligible Business Activities:

1. The manufacturer of articles of commerce
2. The conduct of research and development
3. The processing, storage, transport, or sale of goods or commodities which are sold or traded in interstate commerce
4. **The sale of services in interstate commerce**
5. Headquarter facilities relating to eligible activities as listed in this section
6. Telecommunication activities
7. End destination tourism-related activities



- ▶ Request to approve GIX Logistics' LB840 application for \$310,000 over a four-year contract period.



# City of Grand Island

Tuesday, June 22, 2021

Council Session

## Item E-6

### **Public Hearing on Acquisition of Permanent Utility Easement for Sanitary Sewer District No. 287; 18th Street from Walnut Street to Wheeler Avenue**

*Council action will take place under Consent Agenda item G-13.*

Staff Contact: John Collins, P.E. - Public Works Director

# Council Agenda Memo

**From:** Keith Kurz PE, Assistant Public Works Director

**Meeting:** June 22, 2021

**Subject:** Public Hearing on Acquisition of Permanent Utility Easement for Sanitary Sewer District No. 287; 18<sup>th</sup> Street from Walnut Street to Wheeler Avenue

**Presenter(s):** John Collins PE, Public Works Director

## Background

In the process of cleaning up sanitary sewer records within the Public Works Department it has been discovered that sanitary sewer easements in Sanitary Sewer District No. 287; 18<sup>th</sup> Street from Walnut Street to Wheeler Avenue were not acquired at the time of the public sanitary sewer main installation. This matter dates back to 1955. Without the necessary easement the City does not have proper authority to maintain the existing public sanitary sewer main.

The public utility easement will allow for the construction, operation, maintenance, extension, repair, replacement, and removal of sanitary sewer within the easement.

## Discussion

Public utility easements are needed to accommodate the construction, operation, maintenance, extension, repair, replacement, and removal of sanitary sewer in Sanitary Sewer District No. 287; 18<sup>th</sup> Street from Walnut Street to Wheeler Avenue. The property owners have signed the necessary document to grant the property, as shown on the attached drawings, at no cost.

<i>Property Owner</i>	<i>Legal Description</i>
Anh Huynh Nguyen	THE NORTHERN 12.00 FEET OF A TRACT OF LAND MORE PARTICULARLY DESCRIBED IN INSTRUMENT #201608342 OF THE HALL COUNTY REGISTER OF DEEDS OFFICE LOCATED IN GRAND ISLAND, HALL COUNTY, NEBRASKA; EXCEPTING THEREFROM ANY AND ALL BUILDING STRUCTURES ERECTED PRIOR TO DATE HEREIN. SAID PERMANENT SANITARY SEWER EASEMENT CONTAINS APPROXIMATELY 737 SQUIRE FEET; MORE OR LESS.
Phillip R. Pickering and Margaret A. Pickering	THE NORTHERN 12.00 FEET OF A TRACT OF LAND MORE PARTICULARLY DESCRIBED IN INSTRUMENT #202002516 OF THE HALL COUNTY REGISTER OF DEEDS OFFICE LOCATED IN GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID PERMANENT SANITARY SEWER EASEMENT CONTAINS APPROXIMATELY 840 SQUARE FEET, MORE OR LESS.

Thomas Ziller  
and  
Angela J. Ziller

THE NORTHERN 12.00 FEET OF A TRACT OF LAND MORE PARTICULARLY DESCRIBED IN INSTRUMENT #200102312 OF THE HALL COUNTY REGISTER OF DEEDS OFFICE LOCATED IN GRAND ISLAND, HALL COUNTY, NEBRASKA; EXCEPTING THEREFROM ANY AND ALL BUILDING STRUCTURES ERECTED PRIOR TO DATE HEREIN. SAID PERMANENT SANITARY SEWER EASEMENT CONTAINS APPROXIMATELY 911 SQUARE FEET, MORE OR LESS.

### **Alternatives**

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

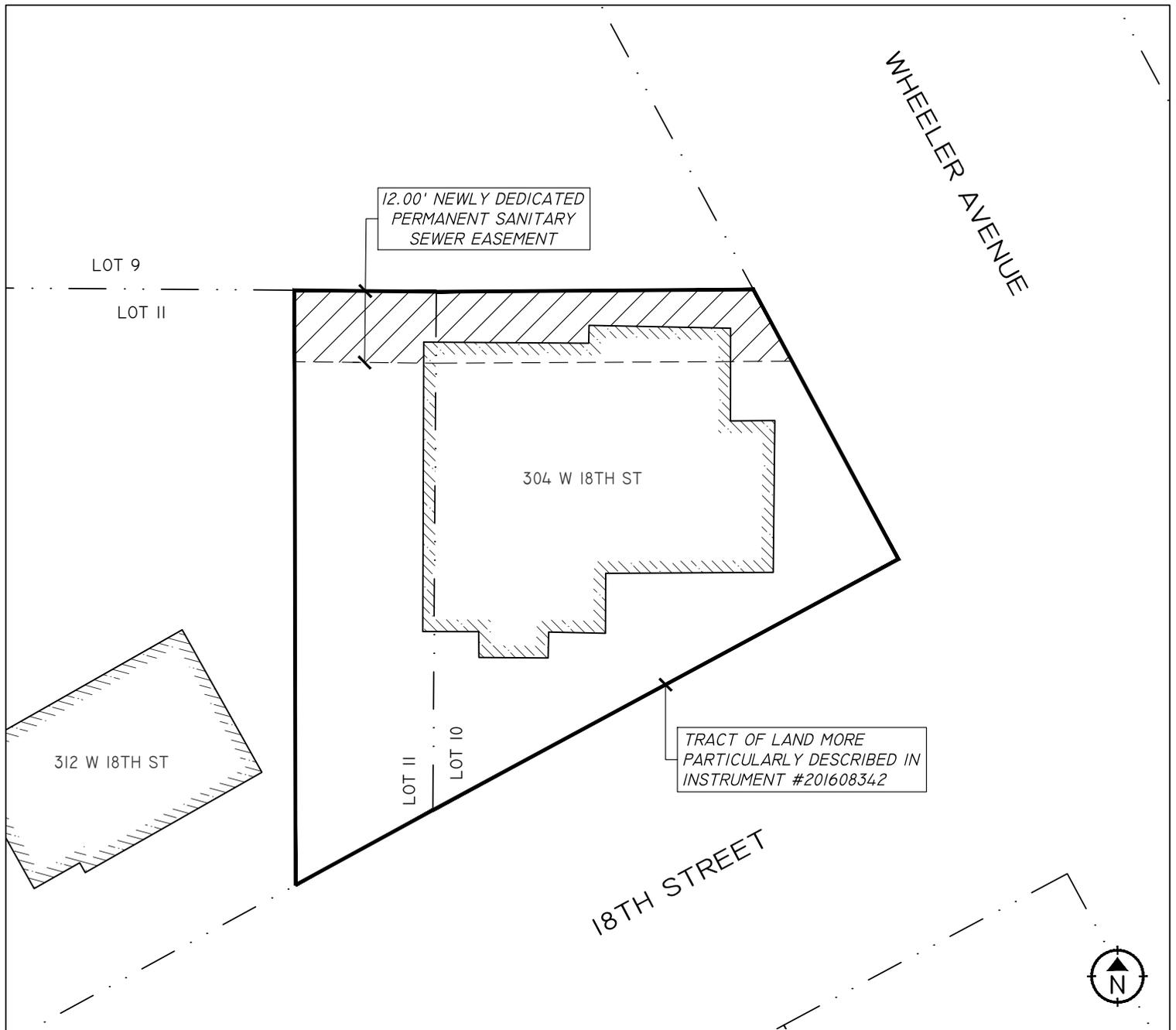
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve acquisition of the necessary permanent utility easements.

### **Sample Motion**

Move to approve the acquisition of the necessary permanent utility easements.



**LEGAL DESCRIPTION**

A PERMANENT SANITARY SEWER EASEMENT LOCATED IN PART OF LOT 10 & PART OF LOT II, HOME SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS :

THE NORTHERN 12.00 FEET OF A TRACT OF LAND MORE PARTICULARLY DESCRIBED IN INSTRUMENT #201608342 OF THE HALL COUNTY REGISTER OF DEEDS OFFICE LOCATED IN GRAND ISLAND, HALL COUNTY, NEBRASKA; EXCEPTING THEREFROM ANY AND ALL BUILDING STRUCTURES ERECTED PRIOR TO DATE HEREIN.

SAID PERMANENT SANITARY SEWER EASEMENT CONTAINS APPROXIMATELY 737 SQUARE FEET, MORE OR LESS.

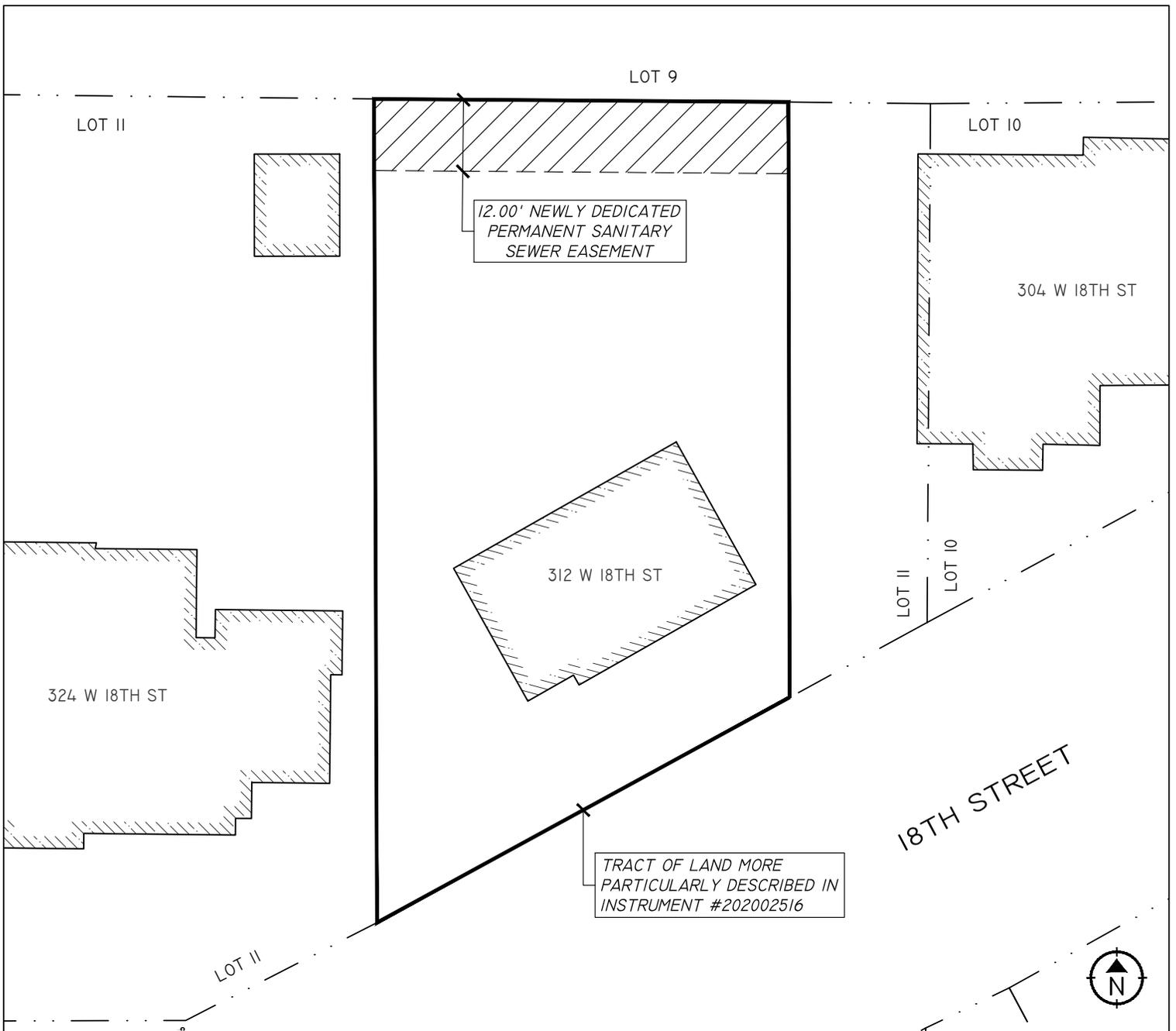
**LEGEND**

- · — · — LOT LINE
-  BUILDING ENVELOPE
- INSTRUMENT #201608342 BOUNDARY
-  NEWLY DEDICATED PERMANENT SANITARY SEWER EASEMENT

**EXHIBIT A**

PERMANENT SANITARY SEWER EASEMENT  
304 WEST 18TH STREET, GRAND ISLAND, NEBRASKA





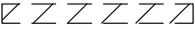
**LEGAL DESCRIPTION**

A PERMANENT SANITARY SEWER EASEMENT LOCATED IN PART OF LOT 11, HOME SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS :

THE NORTHERN 12.00 FEET OF A TRACT OF LAND MORE PARTICULARLY DESCRIBED IN INSTRUMENT #202002516 OF THE HALL COUNTY REGISTER OF DEEDS OFFICE LOCATED IN GRAND ISLAND, HALL COUNTY, NEBRASKA.

SAID PERMANENT SANITARY SEWER EASEMENT CONTAINS APPROXIMATELY 840 SQUARE FEET, MORE OR LESS.

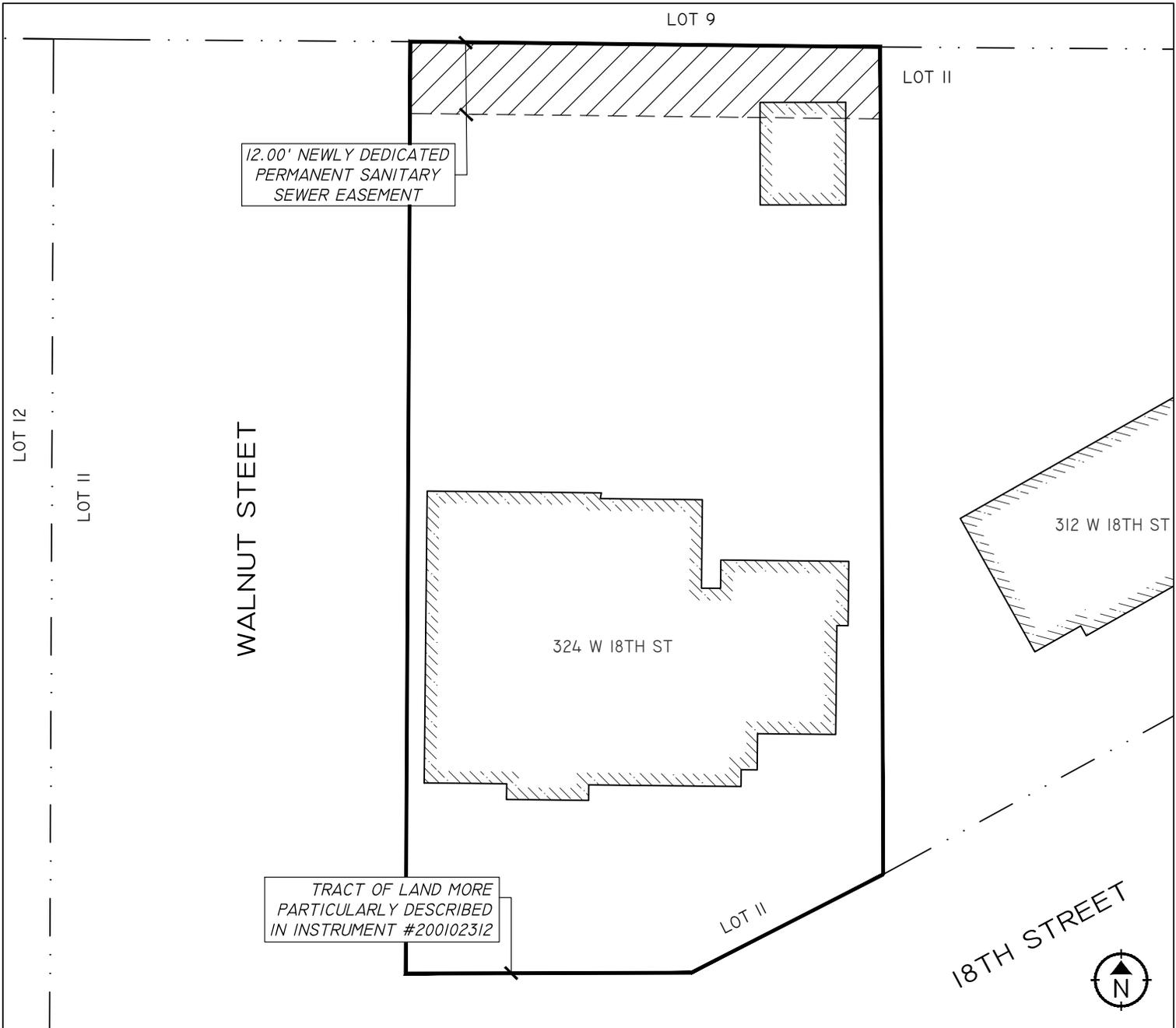
**LEGEND**

- · · — LOT LINE
-  BUILDING ENVELOPE
- INSTRUMENT #202002516 BOUNDARY
-  NEWLY DEDICATED PERMANENT SANITARY SEWER EASEMENT

**EXHIBIT A**

PERMANENT SANITARY SEWER EASEMENT  
312 WEST 18TH STREET, GRAND ISLAND, NEBRASKA





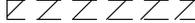
**LEGAL DESCRIPTION**

A PERMANENT SANITARY SEWER EASEMENT LOCATED IN PART OF LOT II, HOME SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS :

THE NORTHERN 12.00 FEET OF A TRACT OF LAND MORE PARTICULARLY DESCRIBED IN INSTRUMENT #200102312 OF THE HALL COUNTY REGISTER OF DEEDS OFFICE LOCATED IN GRAND ISLAND, HALL COUNTY, NEBRASKA; EXCEPTING THEREFROM ANY AND ALL BUILDING STRUCTURES ERECTED PRIOR TO DATE HEREIN.

SAID PERMANENT SANITARY SEWER EASEMENT CONTAINS APPROXIMATELY 911 SQUARE FEET, MORE OR LESS.

**LEGEND**

-  LOT LINE
-  BUILDING ENVELOPE
-  INSTRUMENT #200102312 BOUNDARY
-  NEWLY DEDICATED PERMANENT SANITARY SEWER EASEMENT

**EXHIBIT A**

PERMANENT SANITARY SEWER EASEMENT  
324 WEST 18TH STREET, GRAND ISLAND, NEBRASKA





# City of Grand Island

Tuesday, June 22, 2021

Council Session

## Item F-1

**#9830 - Consideration of Vacation of Utility Easements - 3625 Old Potash Highway - Hornady Manufacturing**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# Council Agenda Memo

**From:** Timothy Luchsinger, Utilities Director  
Stacy Nonhof, Interim City Attorney

**Meeting:** June 22, 2021

**Subject:** Ordinance #9830 - Consideration of Vacation of Utility Easements – 3625 Old Potash Highway

**Presenter(s):** Timothy Luchsinger, Utilities Director

## Background

Two utility easement tracts were acquired by the City of Grand Island located in part of the Northwest Quarter of the Northeast Quarter (NW ¼, NE ¼) of Section Twenty-Four (24), Township Eleven (11) North, Range Ten (10) West, as described in Miscellaneous Book W-1, page 297, recorded in the Hall County Register of Deeds Office on August 23, 1972. Hornady Manufacturing has requested the vacation of two unoccupied utility easements located at their manufacturing plant located at 3625 Old Potash Highway.

## Discussion

Hornady Manufacturing has added on to their existing building and has relocated their existing electrical service into a newly acquired easement. The old electrical service has been removed from the two easement tracts to be vacated. The vacation of these two easements will allow the owner/developer to proceed with future development.

## Alternatives

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

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

## **Recommendation**

City Administration recommends that the Council approve the Ordinance, and that the described easement tracts be vacated.

## **Sample Motion**

Move to approve the Ordinance and vacate the utility easements as described.

ORDINANCE NO. 9830

This ordinance is to vacate two easement tracts that were acquired by the City of Grand Island located in part of the Northwest Quarter of the Northeast Quarter (NW1/4, NE1/4) of Section Twenty Four (24), Township Eleven (11) North, Range Ten (10) West, as described in Miscellaneous Book W-1, page 297, recorded in the Hall County Register of Deeds Office on August 23, 1972, and to provide for filing this ordinance in the office of the Register of Deeds of Hall County, Nebraska; and to provide for the publication and the effective date of this ordinance.

Easement Tract No. 1 of the previously described document shall be retained. Easement Tract No. 2 and Easement Tract No. 3 to be vacated being more particularly described as follows:

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

SECTION 1. That the two utility easements and right-of-way acquired by the City of Grand Island located in part of the Northwest Quarter of the Northeast Quarter (NW1/4, NE1/4) of Section Twenty Four (24), Township Eleven (11) North, Range Ten (10) West, Hall County, Nebraska, as described in Miscellaneous Book W-1, page 297, recorded in the Hall County, Register of Deeds Office on August 23 to be vacated being more particularly described as follows:

Approved as to Form	☐ _____
June 17, 2021	☐ City Attorney

TRACT NO. 2

A tract of land lying eight (8.0) feet to the right and left of a line described as beginning at a point one hundred eighty three (183.0) feet south of and three hundred forty (340.0) feet east of the northwest corner of the Northwest Quarter of the Northeast Quarter (NW1/4, NE1/4) of Section Twenty Four (24), Township Eleven (11) North, Range Ten (10) West; thence southerly on a line parallel with and three hundred forty (340.0) feet east of the west line of said Northwest Quarter of the Northeast Quarter (NW1/4, NE1/4), a distance of five hundred six and five tenths (506.5) feet, said point being six hundred eighty nine and five tenths (689.5) feet south of the north line of said Northwest Quarter of the Northeast Quarter (NW1/4, NE1/4); thence deflecting right and running westerly on a line six hundred eighty nine and five tenths (689.5) feet south of and parallel with the north line of said Northwest Quarter of the Northeast Quarter (NW1/4, NE1/4) to a point sixty five (65.0) feet east of the west line of the said Northwest Quarter of the Northeast Quarter (NW1/4, NE1/4), said Tract No. 2 containing 0.28 acres, more or less.

TRACT NO. 3

A tract of land beginning at a point sixty five (65.0) feet east of and two hundred thirty seven and five tenths (237.5) feet south of the northwest corner of the Northwest Quarter of the Northeast Quarter (NW1/4, NE1/4); thence easterly on a line two hundred thirty seven and five tenths (237.5) feet south of and parallel with the north line of said Northwest Quarter of the Northeast Quarter (NW1/4, NE1/4) to a point two hundred sixteen and twenty five hundredths (216.25) feet east of the west line of said Northwest Quarter of the Northeast Quarter (NW1/4, NE1/4); thence deflecting right and running southerly on a line two hundred sixteen and twenty five hundredths (216.25) feet east of and parallel with the west line of the said Northwest Quarter of the Northeast Quarter (NW1/4, NE1/4) for a distance of thirty two (32.0) feet; thence deflecting right and running westerly on a line two hundred sixty nine and five tenths (269.5) feet south of and parallel with the north line of the said Northwest Quarter of the Northeast Quarter (NW1/4, NE1/4) for a distance of nineteen (19.0) feet; thence deflecting right and running northerly on a line one hundred ninety seven and five tenths (197.5) feet east of and parallel with the west line of said Northwest Quarter of the Northeast Quarter (NW1/4, NE1/4) for a distance of sixteen (16.0) feet; thence deflecting left and running westerly on a line two hundred fifty three and five tenths (253.5) feet south of and parallel with the north line of the said Northwest Quarter of the Northeast Quarter (NW1/4, NE1/4) to a point sixty five (65.0) feet east of the west line of said Northwest Quarter of the Northeast Quarter (NW1/4, NE1/4); thence northerly on a line sixty five (65.0) feet east of and parallel with the west line of said Northwest Quarter of the Northeast Quarter (NW1/4, NE1/4) to the said Point of Beginning, said Tract No. 3 containing 0.06 acres, more or less.

Such Utility Easements to be vacated as shown on Exhibit "A" attached hereto dated 6/2/2021 and incorporated herein by reference.

SECTION 2. This Ordinance is hereby directed to be recorded in the office of the Register of Deeds of Hall County, Nebraska.

ORDINANCE NO. 9830 (Cont.)

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. This Ordinance shall be in force and take effect from and after its passage and publication within fifteen (15) days in one issue of the Grand Island Daily Independent as provided by law.

Enacted: June 22, 2021.

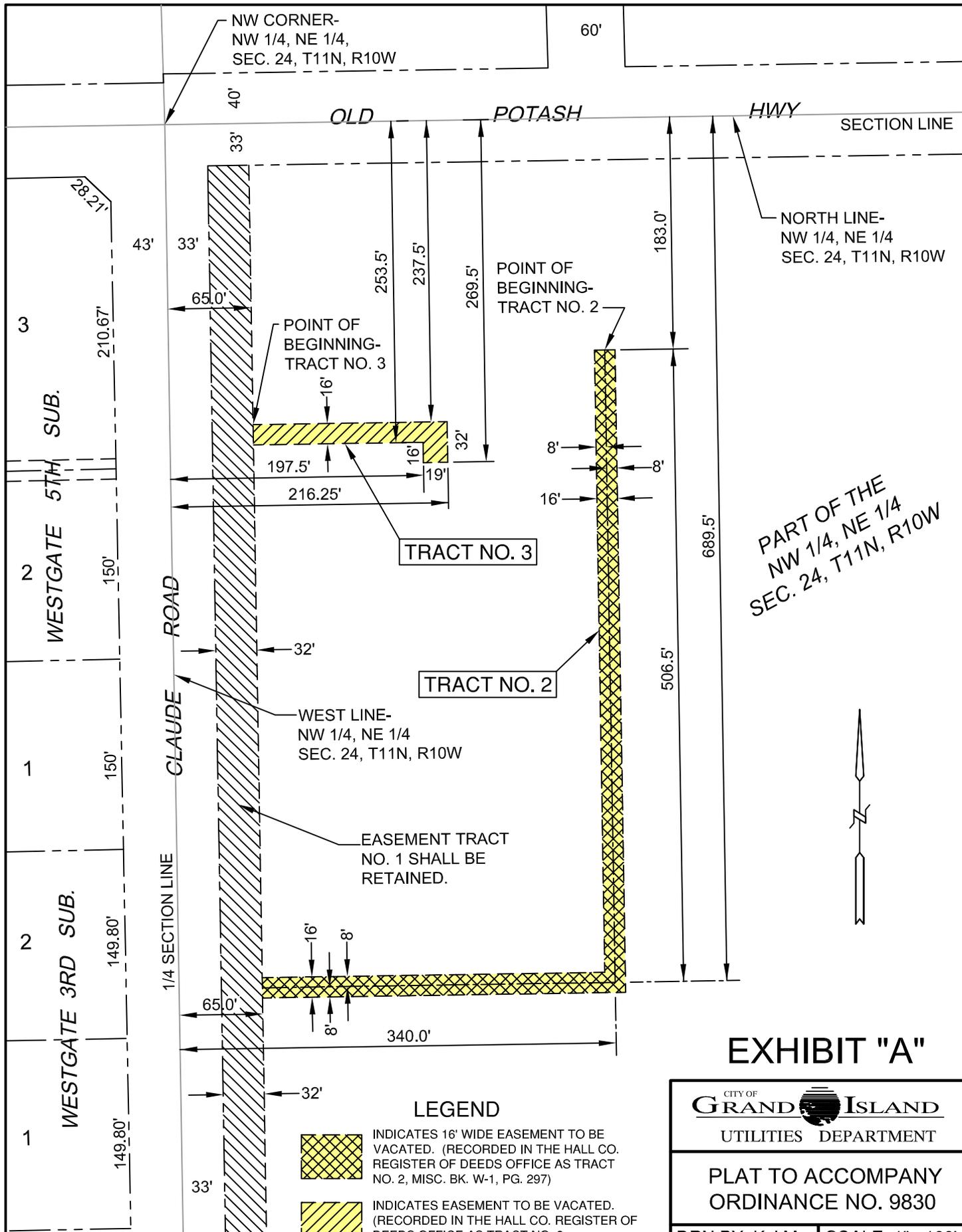
---

Roger G. Steele, Mayor

Attest:

---

RaNae Edwards, City Clerk





# City of Grand Island

Tuesday, June 22, 2021

Council Session

## Item F-2

**#9831 - Consideration of Approving Changes to Chapter 27 of the Grand Island City Code Relative to Procurement**

Staff Contact: Stacy Nonhof, Interim City Attorney

# Council Agenda Memo

**From:** Stacy R. Nonhof, Interim City Attorney  
**Meeting:** June 22, 2021  
**Subject:** Amend City Code Chapter 27 Purchasing  
**Presenter(s):** Stacy R. Nonhof, Interim City Attorney

## Background

Periodically it is a good idea to review City Code sections to make sure that they reflect the state of the law and purchasing power in today's world. The changes proposed to Chapter 27 regarding purchasing are the result of review by the City Attorney's Office and the Finance Department. Once a draft document was created, all department directors were given the chance to propose any changes or updates to Chapter 27.

## Discussion

The purpose of this ordinance is to update Chapter 27 of the Grand Island City Code and bring it into compliance with State Statute. Some of the major changes to Chapter 27 are:

- 27-4 – The bidder claiming confidential or proprietary information must provide an explanation of that claim when making the claim.
- 27-7 – It updates the minimum amount of a contract that requires Council approval to \$30,000.00 and is in compliance with the amount set in state purchasing statutes.
- 27-8 – Competitive Sealed Bidding will now need to be advertised for 15 days instead of 7. This will be the same duration as Requests for Proposals and Qualifications.
- 27-11 – Small Purchases will now be allowed up to the amount of \$10,000.00 without a requirement for quotations. Currently, the amount for goods is \$2,500.00 and the amount for work requiring labor is \$7,500.00 – this change makes it a uniform amount across the board without the distinction of labor being involved or not. Quotes will be required for purchases between \$10,000 but equal to or less than \$30,000.00. Anything over \$30,000 will require a public letting that is approved by Council. Municipal electric utility enlargements or improvements will require three quotes between the amounts of \$10,000 and \$120,000. This amount is set by State Statute.

- 27-12 – Sole Source Procurement is updated to only be a valid sole source for a period of ten years. After ten years, the department will be required to re-solicit bids and present another Sole Source designation to the Council.
- 27-13 – Emergency Procurements has been updated to reflect the language of State Statute.
- 27-32 – Performance and Payment Bonds – the amount has been updated to reflect the amount triggering the requirement under State Statute to contracts in the amount of \$10,000 or more for the erecting, furnishing, or repairing of any public building, bridge, roadway, or other public structure or improvement.
- 27-34 – Fiscal Responsibility has been changed to reflect a more realistic number requiring prior Council approval for a contract modification, change order, or contract price adjustment from \$300 to an amount of five percent or more than the original contract amount.
- 27-62 Business Travel has been removed to make a requirement for a travel policy manual that will be subject to approval by the Finance Director and City Administrator. All travel will be in compliance with that manual.

### **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 No. 9831.

### **Sample Motion**

Move to approve Ordinance No. 9831.

ORDINANCE NO. 9831

An ordinance to amend Chapter 27 of Grand Island City Code; to amend Sections 27-3 thru 27-5, 27-7 thru 27-13, 27-32, 27-34, 27-35, and 27-60 thru 27-64; to clarify and/or make general corrections to various code sections, to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Sections 27-3 thru 27-5, 27-7 thru 27-13, 27-32, 27-34, 27-35, and 27-60 thru 27-64 of the Grand Island City Code is hereby amended to read as follows:

**§27-3. Definitions**

*Architect, Engineer and Land Surveying Services.* Those professional services within the scope of the practice of architecture, professional engineering, or land surveying, as defined by the laws of the State of Nebraska.

*Blind Trust.* An independently managed trust in which the employee-beneficiary has no management rights and in which the employee beneficiary is not given notice of alterations in, or other dispositions of, the property subject to the trust.

*Brand Name or Equal Specification.* A specification limited to one or more items by manufacturers' names or catalogue numbers to describe the standard of quality, performance, and other salient characteristics needed to meet City requirements, and which provides for the submission of equivalent products.

*Brand Name Specification.* A specification limited to one or more items by manufacturers' names or catalogue numbers.

*Business.* Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

*Change Order.* ~~A written order signed and issued by the purchasing agent, directing the contractor to make changes which the "Changes" clause of the contract authorizes the purchasing agent to order without the consent of the contractor.~~ Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.

*Contract Modification (bilateral change).* ~~Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.~~ A written order signed and issued by the purchasing agent, directing the contractor to make changes which the "Changes" clause of the contract authorizes the purchasing agent to order without the consent of the contractor.

Approved as to Form <sup>□</sup> _____ June 17, 2021                      □ City Attorney
--

Confidential Information. Any information which is available to an employee only because of the employee's status as an employee of the City and is not a matter of public knowledge or available to the public on request.

Construction. The process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.

Contract. All types of City agreements, regardless of what they may be called, for the procurement of supplies, services, or construction.

Contractor. Any person having a contract with the City or a using agency thereof.

Cost Analysis. The evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed.

Cost Data. Factual information concerning the cost of labor, material, overhead, and other cost elements which are expected to be incurred or which have been actually incurred by the contractor in performing the contract.

Cost-Reimbursement Contract. A contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and the provisions of this chapter, and a fee or profit, if any.

Direct or Indirect Participation. Involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

Disadvantaged Business. A small business which is owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages.

Employee. An individual drawing a salary or wages from the City, whether elected or not; any noncompensated individual performing personal services for the City, or any department, agency, commission, council, board, or any other entity established by the executive or legislative branch of the City; and any noncompensated individual serving as an elected official of the City.

Financial Interest. (a) Ownership of any interest or involvement in any relationship from which, or as a result of which, a person within the past year has received, or is presently or in the future entitled to receive, more than \$100 per year, or its equivalent; (b) ownership of 1% of any property or business; or (c) holding a position in a business such as officer, director, trustee, partner, employee, or the like, or holding any position of management.

Gratuity. A payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

Immediate Family. A spouse, children, parents, brothers, and sisters.

Invitation for Bids. All documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.

Person. Any business, individual, union, committee, club, other organization, or group of individuals.

Price Analysis. The evaluation of price data, without analysis of the separate cost components and profit as in cost analysis, which may assist in arriving at prices to be paid and costs to be reimbursed.

Pricing Data. Factual information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered or proposed selling prices, historical selling prices and current selling prices. The definition refers to data relevant to both prime and subcontract prices.

Procurement. The buying, purchasing, renting, leasing, or otherwise acquiring of any supplies, services, or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction, including description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration.

Public Agency. A public entity subject to or created by the City.

Qualified Products List. An approved list of supplies, services, or construction items described by model or catalogue numbers, which, prior to competitive solicitation, the City has determined will meet the applicable specification requirements.

Request for Proposals. A document, whether attached or incorporated by reference, utilized for soliciting proposals.

Responsible Bidder or Offeror. A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Responsive Bidder. A person who has submitted a bid which conforms in all material respects to the requirements set forth in the invitation for bids.

Services. The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. The term shall not include employment agreements or collective bargaining agreements.

Small Business. A United States business which is independently owned and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field of operation.

Specification. Any description of the physical or functional characteristics or of the nature of a supply, service, or construction item. It may include a description of a requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

Supplies. All property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.

Using Agency. Any department, commission, board, or public agency requiring supplies, services, or construction procured pursuant to this chapter.

#### **§27-4. Public Access To Information**

Procurement information shall be a public record to the extent provided in Neb. R.R.S. §84-712 to §84-712.09, as amended, and shall be available to the public as provided in such statutes. Any material marked as confidential, proprietary and/or as a trade secret will only be withheld pursuant to these statutes if the bidder includes an explanation of why this information should be withheld.

**§27-5. Purchasing Agent**

~~There is hereby created an Office of the Purchasing Agent, headed by the Chief Purchasing Agent.~~ The Chief Purchasing Agent shall be a person with demonstrated executive and organizational ability with knowledge of public procurement law and contracts.

The City Attorney, or their designee, shall perform the duties of Purchasing Agent ~~during any period that such office shall be vacant.~~ The Purchasing Agent may establish rules and procedures regarding purchases, purchase orders and use of City credit cards.

**§27-7. Delegation To Other Officials**

With the approval of the City Council and the Mayor, the Purchasing Agent may delegate authority to purchase certain supplies, services, or construction items to other City officials, if such delegation is deemed necessary for the effective procurement of those items. Procurement authority with respect to certain supplies, services, or construction may be delegated to other City officials by the Mayor with the approval of the City Council, when such delegation is deemed necessary for the effective procurement of these supplies, services, or construction. Procurement authority with respect to purchases of materials, supplies, equipment, services and professional services under §27-11 is delegated to the department directors. City Council approval shall be required for all contracts for the purchase of materials, supplies, equipment, services and professional services of more than \$30,000.00.

**§27-8. Competitive Sealed Bidding**

Conditions for Use. ~~All contracts of the City shall be awarded by competitive sealed bidding.~~ Except as otherwise provided in §27-9 (Competitive Sealed Proposals), §27-10 (Designated Professional Services), §27-11 (Small Purchases), §27-12 (Sole Source Procurement), §27-13 (Emergency Procurements), and §27-35 (Architects, Engineers, Surveyors) of this chapter, all contracts of the City shall be awarded by competitive sealed bidding.

Invitation for Bids. An invitation for bids shall be issued and shall include specifications, and all contractual terms and conditions applicable to the procurement. Invitations for bids on public works contracts shall require a statement of compliance with fair labor standards as required by Neb. R.R.S. 73-102.

Public Notice. ~~Adequate~~ Public notice of the invitation for bids shall be given a ~~reasonable time~~, not less than ~~seven (7)~~ fifteen (15) calendar days prior to the date set forth therein for the opening of bids. Such notice must be posted on the City's website under the Business tab, specifically the bids and request for proposals sections. Such notice ~~may~~ shall also include publication in a newspaper of general circulation a ~~reasonable time~~ no less than fifteen (15) calendar days prior to bid opening. The public notice shall state the place, date, and time of bid opening.

Bid Opening. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid, and such other relevant information as the purchasing agent deems appropriate, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection in accordance with §27-4 (Public Access to Information).

Bid Acceptance and Bid Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this chapter. Bids shall be evaluated based on the

requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that are not set forth in the invitation for bids.

Correction or Withdrawal of Bids; Cancellation of Awards. Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

- (A) The mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
- (B) The bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the purchasing agent.

Award. The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids, subject to the requirements of Neb. R.R.S. 73-101.01 for resident bidder preference. In the event the low responsive and responsible bid for a construction project exceeds available funds as certified by the city treasurer, and such bid does not exceed such funds by more than five percent, the purchasing agent is authorized, when time or economic considerations preclude resolicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the low responsive and responsible bidder, in order to bring the bid within the amount of available funds. Negotiated adjustments shall be based upon eliminating independent deductive items specified in the invitation for bids or upon adjustments to unit prices or project prices.

~~——— Multi-Step Sealed Bidding. When it is considered impractical to prepare initially a purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.~~

Local Bidder Preference. In case of tied low bids, all other things being equal, preference shall be given in the following order:

- (A) To those bidders who manufacture their products within the limits of the City of Grand Island;
- (B) To those bidders who manufacture their products within the limits of the County of Hall;

- (C) To those bidders who package, process, or through some other substantial operation have employees and facilities for these purposes in the City of Grand Island;
- (D) To those bidders who package, process, or through some other substantial operation have employees and facilities for these purposes in the County of Hall;
- (E) To those bidders who maintain a bona fide business office in the City of Grand Island, whose products may be made outside the confines of the County of Hall;
- (F) To those bidders who maintain a bona fide business office in the County of Hall, whose products may be made outside of the confines of the County of Hall;
- (G) To those bidders whose commodities are manufactured, mined, produced, or grown within the State of Nebraska, and to all firms, corporations, or individuals doing business as Nebraska firms, corporations, or individuals when quality is equal or better and delivered price is the same or less than the other bids received;
- (H) To those bidders whose commodities are manufactured, mined, produced, or grown within the United States of America, and to all firms, corporations, or individuals doing business as firms registered in states other than Nebraska, when quality is equal or better and delivered price is the same or less than the other bids received.

**§27-9. Competitive Sealed Proposals**

Conditions for Use. When the purchasing agent determines in writing that the use of competitive sealed bidding is either not practicable or not advantageous to the City, a contract may be entered into by use of the competitive sealed proposals method.

Request for Proposals. Proposals shall be solicited through a request for proposals.

Public Notice. ~~Adequate~~ Public notice of the request for proposals shall be given in the same manner as provided in §27-8 (Competitive Sealed Bidding); ~~provided, the minimum time shall be fifteen (15) calendar days.~~

Receipt of Proposals. No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal during the process of negotiation including meetings and interviews with any of the offerors. The register of proposals containing the name and address of the offerors shall be open for public inspection. All proposals shall be open for public inspection after the award of the contract.

Evaluation Factors. The request for proposals shall state the relative importance of price and other evaluation factors.

Discussion with Responsible Offerors and Revisions to Proposals. As provided in the request for proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussion, there shall be no disclosure of the identity of competing offerors or of any information derived from proposals submitted by competing offerors.

Award. Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made.

**§27-10. Designated Professional Services**

*Authority.* For the purpose of procuring the services of accountants, ~~elergy~~, physicians, lawyers, or dentists, as defined by the laws of the State of Nebraska, any using agency requiring such services may procure them on its own behalf, in accordance with the selection procedures specified in this section. A using agency procuring such services shall consult with the purchasing agent. ~~No contract for the services of legal counsel may be awarded without the approval of the city council.~~

*Selection Procedure:*

(A) *Conditions for Use.* Except as provided under §27-12 (Sole Source Procurement) or §27-13 (Emergency Procurements), the professional services designated in this section shall be procured in accordance with this section.

(B) *Statement of Qualifications.* Persons engaged in providing the designated types of professional services may submit statements of qualifications and expressions of interest in providing such professional services. A using agency using such professional services may specify a uniform format for statements of qualifications. Persons may amend these statements at any time by filing a new statement.

(C) *Public Announcement and Form of Request for Proposals.* Adequate public notice of the need for such services shall be given by the using agency requiring the services through a request for proposals. Public notice of the request for proposals shall be given in the same manner as provided in §27-8 (Competitive Sealed Bidding). ~~Such notice may include publication in a newspaper of general circulation not less than seven (7) days prior to the final date for receipt of proposals.~~ The request for proposals shall describe the services required, list the types of information and data required of each offeror, and state the relative importance of particular qualifications.

(D) *Discussions.* The head of a using agency procuring the required professional services or a designee of such officer may conduct discussions with any offeror who has submitted a proposal to determine such offeror's qualifications for further consideration. Discussions shall not disclose any information derived from proposals submitted by other offerors.

(E) *Award.* Award shall be made to the offeror determined in writing by the head of the using agency procuring the required professional services or a designee of such officer to be best qualified based on the evaluation factors set forth in the request for proposals, and negotiation of compensation determined to be fair and reasonable. If compensation cannot be agreed upon with the best qualified offeror, then negotiations will be formally terminated with the selected offeror. If proposals were submitted by one or more other offerors determined to be qualified, negotiations may be conducted with such other offeror or offerors, in the order of their respective qualification ranking, and the contract may be awarded to the offeror then ranked best qualified if the amount of compensation is determined to be fair and reasonable.

**§27-11. Small Purchases**

*General.* The Purchasing Agent shall adopt operational procedures for making small purchases of materials, supplies, equipment, services or labor in the amount of \$10,000 or less. Such operational procedures shall provide for obtaining adequate and reasonable competition for the supply, service, or construction being purchased. Purchases shall not be artificially divided so as to constitute a purchase by quotation or general purchase under this section.

ORDINANCE NO. 9831 (Cont.)

~~*General.* Any contract not exceeding \$20,000, or in the case of utility power plant fuel contracts, any contract not exceeding \$40,000, or for the purchase of equipment used for such enlargement or improvement of the electric system, any contract not exceeding \$40,000, may be made in accordance with the purchase by quotation and small purchase procedures authorized in this section. Contract requirements shall not be artificially divided so as to constitute a purchase by quotation or a small purchase under this section.~~

~~*Public Works General Improvement Projects.* In any contract not exceeding \$20,000 for enlargement or general improvements, such as water extensions, sewers, public heating systems, bridges, work on streets, or any other work or improvement when the cost of such enlargement or improvement is assessed to the property, no less than three businesses shall be solicited to submit quotations. Award shall be made to the business offering the lowest acceptable quotation. The names of businesses submitting quotations, and the date and amount of each quotation shall be recorded and maintained as a public record.~~

~~*Utility Power Plant Fuel Contracts.* In all purchases of utility power plant fuel not exceeding \$40,000 per contract, no less than three businesses shall be solicited to submit quotations. Award shall be made to the business offering the lowest acceptable quotation. The names of businesses submitting quotations and the date and amount of each quotation shall be recorded and maintained as a public record.~~

~~*Municipal Electric Utility Enlargement or Improvement.* In any contract by the municipal electric utility for the enlargement or improvement of the electric system or for the purchase of equipment used for such enlargement or improvement, when said contract does not exceed \$40,000, no less than three businesses shall be solicited to submit quotations. Award shall be made to the business offering the lowest acceptable quotation. The names of businesses submitting quotations and the date and amount of each quotation shall be recorded and maintained as a public record.~~

~~*Purchases by Quotation.* Insofar as it is practical for materials, supplies, equipment and services or labor purchases in excess of \$2,500 10,000 but equal to or less than \$30,000, and services and services/materials purchases in excess of \$7,500 10,000, no less than three (3) businesses shall be solicited to submit quotations. For contracts by the municipal electric utility for the enlargement or improvement of the electric system or for the purchase of equipment used for such enlargement or improvement, the amount for three (3) quotes shall be between \$10,000 and \$120,000. Award shall be made to the business offering the lowest acceptable quotation. The names of the businesses submitting quotations, and the date and amount of each quotation, shall be recorded and maintained as a public record. Purchase requirements shall not be artificially divided so as to constitute a purchase by quotation or general purchase under this section.~~

~~*Small Purchases.* The purchasing agent shall adopt operational procedures for making small purchases of materials, supplies and equipment, in an amount of \$2,500 or less, and for making purchases of services and labor, including materials in an amount of \$7,500 10,000 or less. Such operational procedures shall provide for obtaining adequate and reasonable competition for the supply, service, or construction being purchased. Further, such operational procedures shall require the preparation and maintenance of written records adequate to document the competition obtained, properly account for the funds expended, and facilitate an audit of the small purchase made.~~

**§27-12. Sole Source Procurement**

A contract may be awarded without competition when after advertising for bids the city council determines that there is only one source for the required supply, service, or construction. The purchasing agent shall conduct negotiations, as appropriate, as to price, delivery, and terms. A record of sole source procurements shall be maintained as a public record and shall list each contractor's name, the amount and type of each contract, a listing of the items procured under each contract, and the identification number of each contract file. Such sole source designation shall only be valid for ten (10) years. After ten (10) years, the using department shall resolicit bids for said item(s).

**§27-13. Emergency Procurements**

Notwithstanding any of the provisions of this chapter, the city council may as authorized by State Statutes make or authorize the Purchasing Agent or others to make emergency procurements of supplies, services, or construction when there exists a threat from infectious or contagious diseases, destructive windstorms, floods, snow, war, or an exigency or pressing necessity or unforeseen need calling for immediate action or remedy to prevent a serious loss of, or serious injury or damage to life, public health, welfare, or safety, endangering property, or cause disruption of public utility services; provided, that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. ~~As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the items procured under the contract, and the identification number of the contract file.~~ A copy of the contract and department justification of the emergency shall be provided to the Purchasing Agent within three (3) business days after the contract approval. A copy of the justification shall be kept with the contract in the contract file.

**§27-32. Performance And Payment Bonds**

When Required; Amounts. When a ~~construction~~ contract is awarded in excess of \$2510,000, for the erecting, furnishing, or repairing of any public building, bridge, roadway, or other public structure or improvement, the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract:

- (A) A performance bond satisfactory to the City, executed by a surety company authorized to do business in the State of Nebraska or otherwise secured in a manner satisfactory to the City, in an amount equal to 100% of the price specified in the contract; and
- (B) A payment bond satisfactory to the City, executed by a surety company authorized to do business in the State of Nebraska or otherwise secured in a manner satisfactory to the City, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to 100% of the price specified in the contract.

Reduction of Bond Amounts. After ten (10) days written notice to the Mayor and City Council, the purchasing agent is authorized to reduce the amount of performance and payment bonds to 50% of the contract price for each bond when a written determination is made that it is in the best interests of the City to do so.

*Authority to Require Additional Bonds.* Nothing in this section shall be construed to limit the authority of the City to require a performance bond or other security in addition to those bonds, or in circumstances other than specified in this section.

*Suits on Payment Bonds; Right to Institute.* Unless otherwise authorized by law, any person who has furnished labor or material to the contractor or subcontractors for the work provided in the contract, for which a payment bond is furnished under this section, and who has not been paid in full within 90 days from the date on which that person performed the last of the labor or supplied the material, shall have the right to sue on the payment bond for any amount unpaid at the time the suit is instituted and to prosecute the action for the amount due that person. However, any person having a contract with a subcontractor of the contractor, but no express or implied contract with the contractor furnishing the payment bond, shall have a right of action upon the payment bond upon giving written notice to the contractor within 90 days from the date on which that person performed the last of the labor or supplied the material. That person shall state in the notice the amount claimed and the name of the party to whom the material was supplied or for whom the labor was performed. The notice shall be served personally or by registered or certified mail, postage prepaid, in an envelope addressed to the contractor at any place the contractor maintains an office or conducts business.

*Suits on Payment Bonds; Where and When Brought.* Unless otherwise authorized by law, every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction for the county or district in which the construction contract was to be performed.

#### **§27-34. Fiscal Responsibility**

Every contract modification, change order, or contract price adjustment ~~under a construction contract with the City in excess of \$300~~ in an amount less than five percent (5%) of the original contract amount may be approved by the department director and Purchasing Agent. Every contract modification, change order, or contract price adjustment in an amount of five percent (5%) or more than the original contract amount is shall be subject to prior written certification by the head of the department responsible for the project or the contract, or other official responsible for monitoring and reporting upon the status of the costs of the total project budget or contract budget, as to the effect of the contract modification, change order, or adjustment in contract price on the total project budget or the total contract budget. In the event that the certification discloses a resulting increase in the total project budget and/or the total contract budget, the purchasing agent shall not execute or make such contract modification, change order, or adjustment in contract price unless sufficient funds have been appropriated therefor, or the scope of the project or contract is adjusted so as to permit the degree of completion that is feasible within the total project budget and/or total contract budget as it existed prior to the contract modification, change order, or adjustment in contract price under consideration; provided, however, that with respect to the validity, as to the contractor, of any executed contract modification, change order, or adjustment in contract price which the contractor has reasonably relied upon, it shall be presumed that there has been compliance with the provisions of this section.

Notwithstanding the above, every contract modification, change order, or contract price adjustment in excess of \$10,000 more than 5% of the contract price shall require prior approval of the City Council unless the delay necessitated by such prior approval would: endanger public health, welfare, or safety; endanger property; cause or prolong disruption of public utility

service, or result in increased costs to the City. If prior council approval is not obtained, such approval shall be requested within thirty (30) days of approval by the department director.

**§27-35. Architects; Engineers; Surveyors**

*Public Announcement.* It is the policy of the City to announce publicly all requirements for architects, engineers, and land surveying services and to negotiate such contracts on the basis of demonstrated competence and qualifications at fair and reasonable prices. In the procurement of architect, engineer, and land surveying services, the purchasing agent shall request firms to submit a statement of qualifications and performance data.

*Selection Process.* A selection committee shall be appointed by the director of the department requesting such services. ~~composed of the purchasing agent, the director of public works and the head of a using agency in need of the architect, engineer, or land surveying services~~ The selection committee shall conduct discussions with no less than three firms regarding the proposed contract and the relative utility of alternative methods of approach for furnishing the required services and shall select from among them no less than three of the firms deemed most qualified to provide the required services. The selection shall be made in order of preference, based on criteria established and published by the selection committee.

*Negotiation.* The purchasing agent shall negotiate a contract with the firm considered to be the most qualified for architect, engineer, or land surveying services at compensation which the purchasing agent determines in writing to be fair and reasonable to the City. In making this decision, the purchasing agent shall take into account the estimated value, the scope, the complexity, and the professional nature of the services to be rendered. Should the purchasing agent be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the purchasing agent determines to be fair and reasonable to the City, negotiations with that firm shall be formally terminated. The purchasing agent shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the purchasing agent shall formally terminate negotiations. The purchasing agent shall then undertake negotiations with the third most qualified firm. Should the purchasing agent be unable to negotiate a contract at a fair and reasonable price with any of the selected firms, the selection committee shall select additional firms in order of their competence and qualifications, and the purchasing agent shall continue negotiations in accordance with this section until an agreement is reached.

**§27-60. Authorized Expenditures**

The mayor and city council shall be authorized to approve the expenditure of funds in accordance with the Local Government Miscellaneous Expenditure Act, subject to the following:

(A) Authorized expenses may include:

- (i) Registration costs, tuition costs, fees, or charges;
- (ii) Mileage at the then current rate allowed by Neb. R.R.S. §81-1176, or actual travel expense if travel is by commercial or charter means. When travel mode is optional, the lower of the reimbursable cost is authorized; and
- (iii) Meals and incidental (M&I) expense at the then current rate of the applicable federal (GSA) per diem for M&I when searching for the specific Primary Destination; and
- (iv) When travel is a partial day as defined in the City's Travel Policy Manual, the federal per diem rate for meals will apply at the rate of 20% for breakfast, 30% for lunch and 50%

for supper. Departures must occur prior to 6:00 a.m. for breakfast and return must be after 8:00 p.m. for supper; and

(v) Lodging at a rate not exceeding the then current applicable federal per diem rate unless lodging is at a location hosting the function in which case the actual lodging rate is allowed but no additional transportation costs shall be paid for commuting during the lodging stay.

(B) Authorized expenditures shall not include expenditures for meals of city council members provided while attending a public meeting of the city council unless such meeting is a joint meeting with one or more other governing bodies.

(C) Authorized expenditures shall not include expenditures for any expenses incurred by a spouse of an elected or appointed official, employee, or volunteer unless the spouse is also an elected or appointed official, employee, or volunteer of the City.

**§27-61. Beverages; Service Recognition**

The expenditure of public funds is hereby authorized for the following purposes:

(A) Nonalcoholic beverages provided to individuals attending public meetings of the city council.

(B) Nonalcoholic beverages and meals:

(i) Provided for any individuals while performing or immediately after performing relief, assistance, or support activities in emergency situations, including but not limited to, tornado, severe storm, fire or accident;

(ii) Provided for any volunteers during or immediately following their participation in any activity approved by the city council, including but not limited to, mowing parks, picking up litter, removing graffiti, or snow removal;

(iii) Provided at one recognition dinner each year held for elected and appointed officials, employees, or volunteers. The maximum cost per person for such dinner shall be nineteen dollars (\$19.00). The annual recognition dinner may be held separately for employees of each department or separately for volunteers, or any of them in combination.

(C) Upon retirement, plaques, certificates of achievement, or items of value (does not include gift cards) may be awarded to elected or appointed officials, employees, or volunteers, including persons serving on local government boards or commissions, subject to the following dollar limit on value:

Volunteer Service	\$50.00			
Board, Commission, Council Service	\$100.00			
Award Ceremony/Farewell Tribute Party	\$150.00			
1 year employment	0.00	plus	service	pin
5 years employment	0.00	plus	service	pin/clip
10 years employment	50.00	plus	service	pin
15 years employment	75.00	plus	service	pin
20 years employment	100.00	plus	service	pin
25 years employment	125.00	plus	service	pin
30 years employment	150.00			
35 or more years employment	175.00			

**§27-62. Business Travel**

The following procedures shall be used for business travel:

**(A) Transportation Method**

- I. When travel is by air, advance ticketing by purchase order will be utilized whenever possible to obtain the lowest available coach fare.
- II. All refunds, travel coupons, and other promotions in connection with business travel shall be returned to the City.
- III. When ground travel is required, City vehicles shall be used whenever possible.

**(B) Lodging**

- I. Reimbursement for non-commercial lodging is not permitted.
- II. When personnel are accompanied by non-City personnel, only the costs attributed to the City personnel are reimbursable.

**(C) Expenses**

- I. The following expenses are reimbursable upon affidavit of expenditure and receipts are not required: parking fees; taxi and bus fares; and highway tolls.
- II. The following expenses are reimbursable upon submission of paid receipts:
  - (a) registration, tuition, and fees for official functions related to the travel;
  - (b) supplies or equipment required for travel or training;
  - (c) rental cars; and
  - (d) traveler's checks fees.
- III. The following expenses are not reimbursable:
  - (a) entertainment, including television rentals;
  - (b) personal expenses, e.g. hygiene items, magazines;
  - (c) travel insurance; and
  - (d) alcoholic beverages.

**(D) Travel Advances.** Travel advances are not authorized, except under special circumstances with written prior approval of the finance director. The use of credit cards and advance purchase order payment of lodging and transportation expenses are encouraged.

**(E) Expense Claims.** Personnel on authorized travel must submit expense claims to the Finance Department immediately upon return, but not later than four (4) work days after return to duty. All receipts, unexpended City funds and funds due the City, shall be returned at that time. All expenses (including prepaid expenses) shall be summarized and accounted for.

Travel for business shall be in accordance with the Travel Policy Manual as approved by the City Administrator and Finance Director.

**§27-63. Nebraska State Contract List**

City departments are not required to advertise for bids nor request quotes when purchasing items from the Nebraska State Contract list, as developed by the Nebraska Department of Administrative Services Materials Division, as all statutory bidding requirements have been met in approving this list.

**§27-64. Cooperative Purchasing Agreements**

City departments will be allowed to use local, state, national Cooperative Purchasing Agreements, or cooperative purchase agreements with governmental entities whose procurement policies and procedures meet or exceed those applicable to the City.

ORDINANCE NO. 9831 (Cont.)

The Chief Purchasing Agent shall review all agreements to determine that they meet statutory bidding requirements ~~before approval by the City Council.~~

~~The City Council shall approve all said agreements prior to use.~~

Use of approved Cooperative Purchasing will preclude the requirement of advertising for bids or solicitation of quotes.

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

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

Enacted: June 22, 2021.

---

Roger G. Steele, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, June 22, 2021

Council Session

## Item F-3

### **#9832 - Consideration of Approving Changes to Chapter 36 of the Grand Island City Code Relative to (B-3) Heavy Business Zone and the Zoning Matrix**

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9832

An ordinance to amend Chapter 36 of the Grand Island City Code specifically, to amend Sections 36-70 B-3 Heavy Business Zone and Attachment A; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication in pamphlet form and the effective date of this ordinance.

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

SECTION 1. Section 36-70, shown below, and Attachment A Zoning Matrix, shown in Appendix A of this ordinance, of Grand Island City Code are hereby amended to read as follows:

**§36-70. (B-3) Heavy Business Zone**

*Intent:* The intent of this zoning district is to provide for the multiple uses within the central business district. Residential uses are permitted at the density of the (RO) Residential Office Zone.

(A) Permitted Principal Uses: The following principal uses are permitted in the (B-3) Heavy Business Zoning District.

- (1) Agencies as found in the Zoning Matrix [Attachment A hereto]
- (2) Boarding and lodging houses, fraternity and sorority houses
- (3) Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature
- (4) Colleges offering courses of general instruction, including convents, monasteries, dormitories, and other related living structures when located on the same site as the college
- (5) ~~Country clubs~~
- (65) Dwelling units
- (76) Elderly Home, Assisted Living
- (87) Group Care Home with less than eight (8) individuals
- (9) ~~Hospitals, nursing homes, convalescent or rest homes~~
- (108) Hotel and motel uses
- (119) Mortuaries, funeral homes, and funeral chapels
- (1210) Nonprofit community buildings and social welfare establishments
- (1311) Office and office buildings for professional and personal services as found in the Zoning Matrix [Attachment A hereto]
- (1412) Parking Lots
- (1513) Preschools, nursery schools, day care centers, children's homes, and similar facilities
- (1614) Public parks and recreational areas
- (1715) Public, parochial and private schools having a curriculum equivalent to an elementary or higher educational level
- (1816) Public and quasi-public buildings for cultural use
- (1917) Radio and television stations (no antennae), private clubs and meeting halls
- (2018) Railway right-of-way but not including railway yards or facilities

Approved as to Form	□	_____
June 17, 2021	□	City Attorney

~~(2119) Retail activities of a prescriptive service provided it is limited to being secondary to said use. Retail space is limited to 25% of the total floor area Restaurants, Bars and Nightclubs~~

~~(2220) Stores and shops that conduct retail business, provided, all activities and display goods are carried on within an enclosed building except that green plants and shrubs may be displayed in the open, as per the Zoning Matrix [Attachment A hereto]. Outdoor retail activities and display of goods may occupy not more than 10% of the lot area.~~

~~(23) Truck, bush and tree farming, provided, there is no display or sale at retail of such products on the premises~~

(2421) Utility substations necessary to the functioning of the utility, but not including general business offices, maintenance facilities and other general system facilities, when located according to the yard space rules set forth in this section for dwellings and having a landscaped or masonry barrier on all sides. Buildings shall be of such exterior design as to harmonize with nearby properties

(2522) Vocational or trade schools, business colleges, art and music schools and conservatories, and other similar uses

(2623) Other uses as indicated in the Zoning Matrix [Attachment A hereto]

(B) Conditional Uses: The following uses are subject to any conditions listed in this chapter and are subject to other conditions relating to the placement of said use on a specific tract of ground in the (B-3) Heavy Business Zoning District as approved by City Council.

(1) Manufacture, fabrication or assembly uses incidental to wholesale or retail sales wherein not more than 20% of the floor area is so used

(2) Outdoor sales and rental lots for new or used automobiles, boats, motor vehicles, trailers, manufactured homes, farm and construction machinery

(3) Stores and shops for the conduct of wholesale business, including sale of used merchandise.

(4) Towers

(5) Automobile body repair; subject to the following minimum standards:

No storage of parts or unlicensed vehicles outside of an enclosed building.

The facility shall meet or exceed all building and fire code requirements.

(6) Other uses as indicated in the Zoning Matrix [Attachment A hereto]

(C) Permitted Accessory Uses:

(1) Buildings and uses accessory to the permitted principal use.

(D) Space Limitations:

Uses		Minimum Setbacks						
		A	B	C	D	E		
	Minimum Parcel Area (feet)	Minimum Lot Width (feet)	Front Yard (feet)	Rear Yard (feet)	Side Yard (feet)	Street Side Yard (feet)	Maximum Ground Coverage	Maximum Building Height (feet)
<b>Permitted Uses</b>	3,000	30	0	0 <sup>1</sup>	0 <sup>2</sup>	0	100%	
<b>Conditional Uses</b>	3,000	30	0	0 <sup>1</sup>	0 <sup>2</sup>	0	100%	

<sup>1</sup> No rear yard setback is required if bounded by an alley, otherwise a setback of 10 feet is required.

<sup>2</sup> No side yard setback is required, but if provided, not less than 5 feet or unless adjacent to a parcel whose zone requires a side yard setback, then 5 feet.

(E) Miscellaneous Provisions:

(1) Supplementary regulations shall be complied with as defined herein.

(2) Only one principal building shall be permitted on one zoning lot except as otherwise provided

ORDINANCE NO. 9832 (Cont.)

SECTION 2. Sections 36-70 and Attachment A Zoning Matrix as existing prior to this amendment, and any ordinances or parts of ordinances in conflict herewith, are repealed.

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

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

Enacted: June 22, 2021

---

Roger G. Steele, Mayor

Attest:

---

RaNae Edwards, City Clerk

Appendix A

Chapter 36 Attachment "A" Zoning Matrix  
As Amended 6-22-2021

GRAND ISLAND LAND USE MATRIX

Land Use Categories (as of Oct-2018-June 2021)	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3
Abrasive, asbestos, & miscellaneous non-metallic mineral products - manufacturing					P																	C			P
Abstracting services													P			P	P	P	P	P		P	P	P	P
Accounting & bookkeeping services													P			P	P	P	P	P		P	P	P	P
Accounting, computing & office machines - manufacturing																							P	P	P
Advertising displays & signs - manufacturing																						C	P	P	P
Advertising services, direct mail													P				P	P	P	P		P	P	P	P
Advertising services, general													P			P	P	P	P	P		P	P	P	P
Agricultural, business and personal credit services including credit union													P			P	P	P	P	P		P	P	P	P
Agricultural chemicals & fertilizers - manufacturing	C	C			P																				C
Agricultural chemical & fertilizers - wholesale	C	C			P													C							P
Agricultural fertilizers, hazardous & non hazardous - retail																	P	P	P		P			P	P
Agricultural operations	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Air conditioning, heating & plumbing contracting services																	P	P	P					P	P
Air conditioning, refrigerated equipment & supplies - wholesale					P																	P	P	P	P
Aircraft & accessories - retail					P																				P
Aircraft storage & equipment maintenance																									P
Airports & flying fields																									P
Alcoholic beverages, beer & wine - wholesale					P																	P	P	P	P
Alteration, pressing & garment repair services																	P	P	P	P	P				P
Ambulance services																		P	P					P	P
Ammunition manufacturing & complete assembly of guided missiles & space vehicles					P																	P			P
Ammunition, small arms - manufacturing					P																	P			P
Amphitheaters																	C				C				C
Amusement, athletic & sporting goods & toys - manufacturing					P																	P	P	P	P
Animal & marine fats & oils including grease & tallow, rendering - manufacturing					C																				C
Animal hospital services	C	C					C	C									P	P	P		P			P	P
Antiques - retail																	P	P	P	P	P			P	P
Apiary farms & processing	P	P	P	P	P		P																		
Apparel & accessories - manufacturing					P																	P	P	P	P
Apparel & accessories - retail																	P	P	P	P	P			P	P
Apparel & accessories - wholesale					P														P					P	P
Apparel belts - manufacturing																									P
Apparel findings & related products - manufacturing					P																				P

P = Permitted Use      C = Conditional Use

GRAND ISLAND LAND USE MATRIX

Attachment "A"  
Chapter 36  
Grand Island City Code

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3	
Appliances (household) - manufacturing					P																	P		P	P	
Appliances (household) - retail																P	P	P	P	P				P	P	
Appliances (electrical), television phonographs, tape players, radio sets - wholesale					P																	P	P	P	P	
Appliance repair services																P	P	P	P	P			P	P	P	
Aquariums						P															P	P				
Arboretums & botanical gardens						P															P					
Architectural, engineering & planning - professional services					P								P			P	P	P	P	P		P	P	P	P	
Arenas & fieldhouses	C					C																		C		
Armateur rewinding services																		C						P	P	
Armed forces reserve center																		C						P		
Art galleries, publicly owned						P												P			P	P			P	
Artists - painters, sculptors, composers, & authors	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Asbestos, abrasive & miscellaneous non-metallic mineral products - manufacturing					P																	C		P		
Asphalt felts & coating - manufacturing					P																				P	
Asphalt mixing plants	C	C			C																				C	
Athletic, amusement & sporting goods & toys - manufacturing					P																		P	P	P	P
Athletic field or playfield	C	C	C	C	C	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	C	P	P	P	
Auditing, accounting & bookkeeping services													P			P	P	P	P	P			P	P	P	
Auditoriums, public						P										P	P	P	P	P			P	P	P	
Automatic temperature controls - manufacturing					P																	P	P	P	P	
Automobile & other motor vehicle & equipment - manufacturing					P																		P	P		
Automobile & other motor vehicle repair services																P	P	P	C		P			P	P	
Automobile & other motor vehicles - retail																	P	P	C					P	P	
Automobile & other motor vehicles - wholesale																									C	
Automobile & truck rental services																	P	P							P	P
Automobile equipment - wholesale																	P								P	P
Automobile parts & supplies - retail																P	P	P	P	P	P				P	P
Automobile wash services																P	P	P	C	P	P		P	P	P	

P = Permitted Use

C = Conditional Use

GRAND ISLAND LAND USE MATRIX

Attachment "A"  
Chapter 36  
Grand Island City Code

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3	
<b>B</b>																										
Bags except textile bags - manufacturing					P																				P	P
Bait shops																	P	P	P	P	P	P			P	P
Bakeries non-manufacturing - retail																P	P	P	P	P	P			P	P	
Banking services													P			P	P	P	P	P	P			P	P	
Bar or Nightclub																P	P	P	P	P	P			P	P	
Barber services													P			P	P	P	P	P	P			P	P	
Batch Plants - temporary	C	C			P												C					C		P		
Beauty services													P			P	P	P	P	P	P			P	P	
Bed and breakfast residence								C	C	C	C	C	P			P	P	P							P	
Beer, wine & alcoholic beverages - wholesale																	P					P	P	P	P	
Bicycles - retail																P	P	P	P	P			P	P	P	
Biological products - manufacturing					P																	C		P		
Blacksmith & welding services																								P	P	
Blankbooks, loose leaf binders & devices-manuf. of					P																	P		P	P	
Blast furnaces, steel works & rolling of ferrous metals					C																			C		
Blueprinting & photocopying services																P	P	P	P	P				P	P	
Boarding & rooming houses											C	P	P			P	P		P						P	
Boat building & repair services					P																	P		P	P	
Boat sales, service and rentals																	P	P						P	P	
Boat building & repair, fiberglass					P																	P		P	P	
Bookbinding & misc. related work - manufacturing					P																	P		P	P	
Bookkeeping, auditing & accounting services													P			P	P	P	P	P			P	P	P	
Books, magazines & newspapers distributing - wholesale					P												P	P	P			P		P	P	
Books - publishing & printing					P												P					P	P	P	P	
Books - retail																P	P	P	P	P				P	P	
Boot & shoe cut stock & findings - manufacturing					P																	P		P	P	
Botanical gardens & arboretums						P									P						P					
Bottled gas - retail																P	P	P	P	P	P			P		
Bottling & canning soft drinks & carbonated waters					P																	P		P	P	
Bowling alleys																P	P	P	C	P				P	P	
Boxes and paperboard containers - manufacturing					P																	P		P		
Brandy, brandy spirits & wine - manufacturing	C	C	C	C	P		C																	P	P	
Brick & structural clay tile manufacturing					P																	P		P		
Brooms & brushes - manufacturing					P																	P		P	P	
Building construction - general contracting services																								P	P	
Building materials - retail																	P	P			P			P	P	
Building materials & lumber - wholesale																	P				P			P	P	
Building paper & building board - manufacturing					P																	P		P		
Bulk petroleum stations & terminals - wholesale					C																			C		
Bus garaging & equipment maintenance																						P			P	
Business & management consulting services													P			P	P	P	P	P				P	P	
Business offices not elsewhere listed													P			P	P	P	P	P				P	P	
Business associations																										

P = Permitted Use      C = Conditional Use

GRAND ISLAND LAND USE MATRIX

Attachment "A"  
Chapter 36  
Grand Island City Code

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3		
Business forms - manufacturing																											
Butter - manufacturing					P												P					P		P	P		
<b>C</b>																											
Cabinet making - manufacturing					P																	P		P	P		
Cable TV maintenance yard																	C							P			
Cameras & photographic supplies - retail																P	P	P	P	P	P			P	P		
Camp grounds, general	C	C				P	C										C				C			C			
Camp grounds, group	C	C				P	C										C				C			C			
Candy & other confectionery products - manufacturing					P																	P		P	P		
Candy, nut, & confectionery - retail																P	P	P	P	P				P	P		
Canes, parasols & umbrellas - manufacturing					P																	P		P	P		
Canning & preserving of fruits, vegetables & seafood's - manufacturing					P																			P			
Canvas products - manufacturing					P																	P		P			
Carbon black - manufacturing					C																			C			
Cardboard, paperboard & die-cut paper - manufacturing					P																	P		P			
Carpentry & wood flooring services																	P	P	P	P	P			P	P		
Carpet & rug cleaning & repair service													P			P	P	P	P	P			P	P	P		
Carpet & rug - manufacturing					P																	P		P	P		
Cement (hydraulic) - manufacturing					C																			P			
Cemeteries							P	P																P			
Ceramic wall & floor tile - manufacturing					P																	P		P	P		
Cereal preparations - manufacturing					P																	P		P	P		
Charitable & welfare services													P			P	P	P	P	P				P	P		
Cheese (natural & processed) - manufacturing					P																			P	P		
Chemicals & fertilizers -mining																											
Chemicals, agricultural, nonhazardous, wholesale	C	C			C																	C	C	C			
Chemicals, industrial, nonhazardous, wholesale					C																		C	C			
Chemicals, industrial organic & inorganic - manufacturing					C																	C		C			
Chiropractors, optometrists, & other similar health services													P			P	P	P	P	P				P	P		
Churches , synagogues & temples	C	C					C	P	P	P	P	P	P		P	P	P	P	P	P				P	P		
Cigarettes & cigars - manufacturing					P																	P		P	P		
Civic, social & fraternal associations													C			P	P	P	P	P				P	P		
Civil Defense & related activities																									P		
Clay, ceramic & refractory minerals - mining	C	C	C	C	C		C																	C			
Clay refractories - manufacturing					P																			P			
Clock, watch & jewelry repair services																P	P	P	P	P				P	P		
Clocks, watches, clockwork operated devices & parts - manufacturing					P																	P		P	P		
Commercial & industrial machinery, equipment & supplies - wholesale																	P					P		P	P		

P = Permitted Use      C = Conditional Use

GRAND ISLAND LAND USE MATRIX

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3	
Commodity & securities brokers, dealers & exchanges & services													P			P	P	P	P	P				P	P	
Communication equipment - manufacturing					P																	P		P	P	
Composting plants					C																					
Concrete brick & block - manufacturing					P																			P		
Concrete products - manufacturing					P																			P		
Concrete, ready-mix plants					P																			P		
Concrete construction & paving services					P																			P		
Confectionery, nut & candy - retail																P	P	P	P	P				P	P	
Confectionery - wholesale					P																	P	P	P	P	
Construction & lumber materials - wholesale																	P				P			P	P	
Construction, mining, & materials handling machinery & equipment - manufacturing					P																		P		P	
Construction equipment - retail																			P				P		P	
Construction services - temporary					C								C			C	C	C	C	C	C	C	C	C	C	
Convalescent, nursing & rest home services											C	C	P		P	P	P	P	P	P						
Convents								P	P	P	P	P	P	P	P	P	P	P	P	P						
Convenience store															P	P	P	P	P	P	P	P			P	P
Cosmetics, perfumes, & other toiletries - manufacturing					P																		P		P	P
Cottage services																										
Country club							P	P	P	P	P	P	P		P	P	P	P			P					
Crating & packing services					P																		P		P	P
Credit reporting, adjustment & collection services													P			P	P	P	P	P	P			P	P	P
Credit unions & agricultural, business & personal credit services													P			P	P	P	P	P	P			P	P	P
Crematory, funeral & mortuary services													P			P	P	P	P	P	P				P	P
Curtains, draperies & upholstery - retail																P	P	P	P	P	P				P	P
Cut stone & stone products - manufacturing					P																		P		P	
<b>D</b>																										
Dairy products - retail																P	P	P	P	P	P				P	P
Dairy products - wholesale					P												P								P	P
Day care centers							C	C	C	C	C	P	P	C	C	P	P	P	P	P	P				C	P
Dental equipment & supplies - manufacturing					P																		P		P	P
Dental laboratory services					P											P	P	P	P	P	P		P	P	P	P
Dental services													P			P	P	P	P	P	P				P	P
Department stores - retail																P	P	P	P	P	P				P	P
Detective & protective services													P			P	P	P	P	P	P			P	P	P
Diaper services																								P	P	P
Direct mail advertising services																P	P	P	P	P	P			P	P	P
Direct selling organizations - retail																P	P	P	P	P	P				P	P
Discount & variety stores - retail																P	P	P	P	P	P				P	P
Disinfecting & exterminating services																	P	P	P						P	P
Disposal site - commercial construction	C	C			C																				C	
Disposal site - hazardous waste					C																				C	

P = Permitted Use      C = Conditional Use

GRAND ISLAND LAND USE MATRIX

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3	
Disposal site - nuclear waste					C																					
Distilling, rectifying, & blending liquors					P																				P	
Dormitories, college								P	P	P	P	P	P	P	P	P	P									
Draperies, curtains & upholstery - retail																P	P	P	P	P					P	P
Drawing, rolling & extrusion of non-ferrous metals - manufacturing					P																				P	
Drug & proprietary - retail													P			P	P	P	P	P					P	P
Drugs, drug proprietaries, & druggist sundries - wholesale																							P	P	P	
Dry cleaning & laundering pickup services																							P	P	P	
Dry cleaning & laundering, self service																	P	P	P	P	P			P	P	P
Dry cleaning, laundering & dyeing services, except rugs																	P	P	P	P	P			P	P	P
Dry goods & general merchandise - retail																	P	P	P	P	P				P	P
Dry goods & notions - wholesale																		P		P				P	P	P
Dude ranches	C	C					C																			
Duplicating, mailing, & stenographic services																	P	P	P	P	P				P	P
Dwelling, elderly								P																		
Dwelling, mobile home not on permanent foundation														P												
Dwelling, mobile home on permanent foundation														P												
Dwelling, multi-family								P	P	P	P	P	P		P	P	P	P	P							P
Dwelling, single-family	P	P					P	P	P	P	P	P	P	P	P	P	P	P	P							P
Dwelling, two-family								P	P	P	P	P	P	P	P	P	P	P	P							P
Dyeing & finishing of textiles					P																		P		P	P
Dyeing, dry cleaning & laundry services, except rugs																	P	P	P	P	P				P	P
<b>E</b>																										
Earthenware, table & kitchen articles - manufacturing					P																		P		P	P
Educational & scientific research services					P																		P	P	P	P
Egg & poultry - retail																		P							P	
Electrical apparatus & equipment, wiring supplies, & construction materials - wholesale																		P							P	P
Electrical contractor services																		P						P	P	P
Electrical appliances, phonographs, televisions, tape players & radio sets - wholesale																		P							P	P
Electrical industrial apparatus - manufacturing					P																		P		P	P
Electrical repair services, except radio & television																	P	P	P	P	P				P	P
Electrical supplies - retail																		P		P					P	P
Electrical transmission & distribution equipment - manufacturing					P																		P		P	P
Electric generation plants	C	C	C	C	C																				C	
Electric utility maintenance yard																									P	P
Electricity regulating substations	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Electric lighting & wiring equipment - manufacturing					P																		P		P	P
Electrometallurgical products & processing - manufacturing					P																				P	
Electronic components & accessories - manufacturing					P																		P		P	P

P = Permitted Use      C = Conditional Use

GRAND ISLAND LAND USE MATRIX

Attachment "A"  
Chapter 36  
Grand Island City Code

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3
Electronic parts & equipment - wholesale					P																			P	P
Electrotyping and stereotyping					P																			P	P
Employment services													P			P	P	P	P	P				P	P
Engineering, planning architectural professional services													P			P	P	P	P	P		P	P	P	P
Engineering, laboratory, & scientific & research instruments & associated equipment - manufactured					P																	P		P	P
Engines & turbines - manufacturing					P																	P		P	
Envelope - manufacturing					P																	P		P	P
Equipment & supplies for service establishments - wholesale					P												P					P	P	P	P
Equipment rental & leasing services																	P					P		P	P
Ethanol plants & mills	C	C			C																				C
Exhibition halls																	P	P	P	P				P	P
Explosives - manufacturing					C																	C		C	
Exterminating																	P	P					P	P	P
Extracts & flavoring syrups - manufacturing					P																	P		P	P
Extrusion, drawing, & rolling of non-ferrous metals - manufacturing					P																	P		P	
<b>F</b>																									
Fabricated structural metal products - manufacturing					P																	P		P	
Fabricated wire products - manufacturing					P																	P		P	
Fairgrounds	C	C		P													P							P	
Farm machinery & equipment - retail																	P					P		P	
Farm machinery & equipment - manufacturing					P																	P		P	
Farm machinery & equipment - wholesale																						P	P	P	
Farm products warehousing & storage excluding stockyards - nonhazardous																	P					P	P	P	P
Farm supplies - retail																	P							P	P
Farms & ranches - livestock	P	P	P	P	P		P																		
Farms, commercial forestry	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Farms, grain crops	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Farms, hay & alfalfa	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Farms, fiber crops	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Farms, fruits, nuts or vegetables	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Farms, nursery stock	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Feeding operation - confined	C	C	C	C	C		C																		
Feed preparation for animals & fowls					P																				P
Feeds, grains & hay - retail					P												P								P
Felt goods - manufacturing					P																				P
Fertilizers, agricultural hazardous - retail																									P
Fertilizers, agricultural nonhazardous - retail																	P								P
Fertilizers & chemicals - mining	C	C	C	C	C																				

P = Permitted Use      C = Conditional Use

GRAND ISLAND LAND USE MATRIX

Attachment "A"  
Chapter 36  
Grand Island City Code

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3		
Fieldhouses & arenas						P											C								C		
Fire protection & related activities																	P							P	P	P	
Fish & seafood's - retail																P	P	P	P	P					P	P	
Fish & seafood's - wholesale																	P								P	P	
Fish farms	P	P	P	P			P																				
Fish hatcheries	P	P	P	P			P																				
Fishing & hunting clubs	P	P	P	P		P	P																				
Flat glass - manufacturing					P																	P			P		
Floor covering - retail																	P	P	P	P					P	P	
Florists - retail																P	P	P	P	P					P	P	
Flour & other grain mill products - manufacturing					P																	P			P	P	
Flour blending & preparing - manufacturing					P																	P			P	P	
Food lockers & storage services																P	P	P	P	P				P	P	P	
Foundries, iron & steel - manufacturing					P																				P		
Foundries, nonferrous metals - manufacturing					P																	P			P		
Fraternal, civic & social associations													C			P	P	P	P	P					P	P	
Fraternity & sorority houses													P		C	P	P	P	P								
Freight forwarding services					P																			P	P	P	
Frozen desserts & ice cream - manufacturing					P																				P	P	
Fruits & vegetables (fresh) - wholesale					P												P							P	P	P	
Fruits & vegetables - retail																P	P	P	P	P					P	P	
Fuel, except fuel oil & bottled gas - retail																P	P	P	P	P	P				P	P	
Fuel oil - retail																	P							P	P		
Funeral, mortuary & crematory services													P			P	P	P	P	P					P		
Fur dressing & dyeing - manufacturing					P																	P			P	P	
Fur goods - manufacturing					P																	P			P	P	
Fur repair & storage services																	P	P	P	P				P	P	P	
Furniture & home furnishings - wholesale																	P					P	P		P	P	
Furniture (household) - manufacturing					P																	P			P	P	
Furniture - retail																	P	P	P	P					P	P	
Furniture repair & reupholstery services																P	P	P	P	P					P	P	
Furries & fur apparel - retail																	P	P	P	P					P	P	
Furs (raw), hides & skins - wholesale					P																				P		
<b>G</b>																											
Garden supplies & landscape nursery - retail																	P	P	P	P					P	P	
Garment repair, alteration & pressing services																P	P	P	P	P					P	P	
Gas & petroleum (crude) drilling	C	C	C	C	C																						
Gas & petroleum (crude) field services					P																				P		
Gasoline service stations - retail																P	P	P	P	P					P	P	
Gas pressure control stations																											
Gas & ethanol production plants					C																						
Gas storage & distribution points																											
Gas utility maintenance yard																									P		
Gelatin & glue - manufacturing					C																				C		

P = Permitted Use      C = Conditional Use

GRAND ISLAND LAND USE MATRIX

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3
General contracting & building construction services					P																			P	P
General stores - retail																P	P	P	P	P				P	P
Gifts, novelties & souvenirs - retail																P	P	P	P	P	P			P	P
Glass & glassware, pressed or blown - manufacturing					P																	P		P	
Glass containers - manufacturing					P																	P		P	
Glass, flat - manufacturing					P																	P		P	
Glass, paint & wallpaper - retail																P	P	P	P	P				P	P
Glue & gelatin - manufacturing					C																			C	
Go-cart tracks						C	C														C			C	
Golf courses, public							P	P	P	P	P	P	P	P	P										
Golf driving ranges																		P	P					P	
Gravel & sand quarrying	C	C	C	C	C	C	C	C														C	C	C	
Grain - wholesale					P																	P		P	P
Grains, feeds & hay - retail																	P	P	P	P				P	
Grain mill products & flour - manufacturing					P																			P	
Greases & lubricating oils - manufacturing					P																			P	P
Green houses	P	P	P	P	P		P	C									P	P		P				P	P
Greeting card - manufacturing					P																	P		P	P
Grist milling services					P																	P		P	P
Groceries - retail																P	P	P	P	P					P
Groceries - wholesale					P													P						P	P
Group Home-(Small)								P	P	P	P	P	P	P	P	P	P	P	P						P
Group Home-(Medium)									C	C	C	C	P		P	C	P	P	P						P
Group Home-(Large)													P		P	C	P	P	P						P
Group care home								C	C	C	C	P	P		C		P	P	P						
Gum and wood chemicals - manufacturing					C																				C
Guns, howitzers, mortars & re. equipment - manufacturing					C																				C
Gymnasiums & athletic clubs																	P	P		P					P
Gypsum products - manufacturing					P																	P		P	
<b>H</b>																									
Handbags & other personal leather goods - manufacturing					P																	P		P	P
Hardware - retail																P	P	P	P	P				P	P
Hardware - wholesale					P												P							P	P
Hardwood dimension & flooring - manufacturing					P																P			P	P
Harvesting services	P	P	P	P			P																		
Hats, caps, & millinery - manufacturing					P																	P		P	P
Hay, grains & feeds - retail																	P							P	
Health resorts													C				P	P	P		P		C	C	P
Health & exercise spas																P	P	P	P	P	P			P	P
Hearing aids, optical goods, orthopedic appliances & other similar devices - retail													P			P	P	P	P	P				P	P

P = Permitted Use      C = Conditional Use

GRAND ISLAND LAND USE MATRIX

Attachment "A"  
Chapter 36  
Grand Island City Code

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3
Heating, air conditioning & plumbing contracting services																	P						P	P	P
Heating & plumbing equipment & supplies - retail																	P		P	P				P	P
Heating apparatus (except electrical) and plumbing fixtures - manufacturing					P																	P	P	P	P
Heliport pads																								P	
Hides, skins, & raw furs - wholesale					P																			P	
Hobby supplies - retail																P	P	P	P	P				P	P
Holding & investment services													P			P	P	P	P	P			P	P	P
Hospital services													P				P	P	P	P				P	P
Hotels, tourist courts, & motels																	P	P	P	P	P		C	C	P
House Furnishings, textile (except curtains & draperies) - manufacturing					P																	P		P	P
Household appliances - retail																	P	P	P	P				P	P
Hunting & fishing clubs						P																			
<b>I</b>																									
Ice cream & frozen desserts - manufacturing					P																	P	P	P	P
Ice - manufacturing					P																	P	P	P	P
Ice - retail																P	P	P	P	P	P	P	P	P	P
Ice skating rinks, indoor						P											P			P				P	P
Industrial laundry & linen supply services					P																		P	P	P
Industrial leather belting & packing - manufacturing					P																	P		P	P
Industrial & commercial machinery, equipment & supplies - wholesale					P																	P	P	P	P
Industrial machinery equipment - manufacturing					P																	P	P	P	P
Industrial waste disposal					C																			C	
Instruments for mechanical measuring & controlling except automatic temperature controls - manufacturing					P																	P	P	P	P
Insurance agents & brokers services													P			P	P	P	P	P				P	P
Insurance carriers													P			P	P	P	P	P				P	P
Internet service													P			P	P	P	P	P		P	P	P	P
Investment & holding services													P			P	P	P	P	P				P	P
<b>J</b>																									
Janitorial services																	P		P					P	P
Jewelry & precious metals - manufacturing					P																	P	P	P	P
Jewelry - retail																	P	P	P	P	P			P	P
Jewelry, watch & clock repair services																	P	P	P	P	P			P	P
<b>K</b>																									
Kennels-commercial																									P
Kennels-private																									P
Knit goods - manufacturing					P																	P	P	P	P
Kennels-animal shelter non-commercial																							P	P	P

P = Permitted Use      C = Conditional Use

GRAND ISLAND LAND USE MATRIX

Attachment "A"  
Chapter 36  
Grand Island City Code

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3	
<b>L</b>																										
Labor unions & similar labor organizations													P				P	P	P	P				P	P	P
Lace goods - manufacturing					P																	P	P	P	P	
Lamp shades - manufacturing					P																	P	P	P	P	
Landscape contracting services					P												P				P				P	
Landscape nursery & garden supplies - retail																P	P	P	P	P					P	
Lapidary work																P	P	P	P	P					P	P
Laundering & dry cleaning pickup service																							P	P	P	
Laundering & dry cleaning, self-service																P	P	P	P	P					P	P
Laundering, dry cleaning & dyeing services, except rugs																P	P	P	P	P					P	P
Lawn care - services																	P	P						P	P	P
Leather & fleece lined clothing - manufacturing					P																	P	P	P	P	
Leather gloves & mittens - manufacturing					P																	P	P	P	P	
Leather tanning & finishing - manufacturing					C																				C	
Legal services													P			P	P	P	P	P					P	P
Libraries								P	P	P	P	P	P	P	P	P	P	P	P	P						
Lime products - manufacturing					C																					C
Linen supply & industrial laundry services					P																		P	P	P	
Linoleum, asphalt-felt-base, and other hard surface floor cover - manufacturing					P																				P	
Liquid petroleum gas - wholesale					P																				P	
Liquor - retail																P	P	P	P	P					P	P
Livestock feeding operations	C	C	C	C	C		C																			
Livestock-wholesale																										C
Locksmith services																P	P	P	P	P					P	P
Lubricating oils & greases - manufacturing					P																					C
Luggage - manufacturing					P																	P	P	P	P	
Lumber & building materials - wholesale																	P								P	P
Lumber yards - retail																	P	P	P	P					P	P
<b>M</b>																										
Machine shop - manufacturing					P																		P	P	P	P
Magazines & newspapers - retail																P	P	P	P	P		P	P	P	P	
Magazines, books, & newspapers distributing - wholesale																		P	P			P	P	P	P	
Mail order houses - retail																									P	P
Mailing, duplicating, & stenographic services																	P	P	P	P					P	P
Malt liquors - manufacturing					P																					P
Management & business consulting services													P			P	P	P	P	P					P	P
Masonry, stonework, tile setting & plastering services																	P	P	P	P					P	P
Massage services																	P	P	P	P	P				P	P
Matches - manufacturing					C																					C
Mausoleums																										
Meat & meat packing products - wholesale																	P		P						P	
Meat packing - manufacturing					C																					C

P = Permitted Use      C = Conditional Use

GRAND ISLAND LAND USE MATRIX

Attachment "A"  
Chapter 36  
Grand Island City Code

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3
Meats - retail																P	P	P	P	P				P	P
Medical & surgical instruments & apparatus - manufacturing					P																	P	P	P	P
Medical clinics, out-patient services													P			P	P	P	P	P				P	P
Medical laboratory services																	P					P	P	P	P
Medical chemicals - manufacturing					C																			C	
Metal cans - manufacturing					P																	P		P	
Metal coating, engraving, and allied services - manufacturing					P																	P		P	
Metal mining services																								P	
Metal ore mining	C	C	C																					C	
Metal products, fabricated structural - manufacturing					P																	P	P	P	
Metals & minerals, except petroleum products & scrap - wholesale					P																	P		P	
Metals, nonferrous, rolling, drawing, & extrusion - manufacturing					P																	P		P	
Metal stamping - manufacturing					P																	P		P	
Metal working machinery & equipment - manufacturing					P																	P		P	P
Millwork - manufacturing					P																	P	P	P	P
Milk processing, fluid only																								P	
Miniature golf																	P	P	P	P	P			P	
Mining	C	C	C				C	C																C	C
Mobile home parks														P											
Mobile homes - manufacturing					P																	P	P	P	
Mobile homes not on permanent foundation														P											
Manufactured homes on permanent foundation	P	P					P	P	P	P	P	P	P	P	P	P	P	P	P						P
Mobile homes & accessories - retail																	P							P	
Monasteries								P	P	P	P	P	P	P	P	P	P	P							
Monuments - retail																P	P							P	P
Mortician's goods - manufacturing					P																	P	P	P	P
Motels, hotels, & tourist courts																	P	P	P	P	P		C	C	P
Motion picture distribution services					P													P		P		P	P	P	P
Motion picture production studios					P													P				P	P	P	P
Motorcycle & bicycle sales, rental & service																	P	P	P	P	P			P	P
Motor freight garaging & equipment maintenance					P																			P	P
Motor freight terminals																						P		P	P
Mortuary, funeral & crematory services													P			P	P	P	P	P				P	P
Museums						P	C						P			P	P	P	P	P	P			P	P
Musical instruments & supplies - retail																P	P	P	P	P				P	P
Musical instruments & parts - manufacturing																						P	P	P	P
N																									
Newspaper & magazines - retail																P	P	P	P	P				P	P
Newspapers, books & magazines distribution - wholesale																	P		P			P	P	P	P
Newspapers publishing & printing																	P		P			P	P	P	P

P = Permitted Use

C = Conditional Use

GRAND ISLAND LAND USE MATRIX

Attachment "A"  
Chapter 36  
Grand Island City Code

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3
<b>Nightclub or Bar</b>																P	P	P	P	P	P			P	P
News syndicate services													P				P	P	P	P		P	P	P	P
Nonmetallic mining, except fuel - services					P																			P	
Noodles, macaroni, spaghetti & vermicelli - manufacturing					P																	P	P	P	P
Notions, dry goods - wholesale					P												P					P	P	P	P
Novelties, gifts & souvenirs - retail																P	P	P	P	P	P			P	P
Nursery stock farms	P	P	P	P	P		P	P	P	P	P	P	P			P	P	P	P	P	P	P	P	P	P
Nursing, convalescent & rest home services											C	C	P		C	P	P	P	P	C					
Nuts, bolts, screws, rivets, & washers, & screw machine products - manufacturing					P																	P	P	P	P
<b>O</b>																									
Office & store fixtures, partitions, shelving, & lockers - manufacturing					P																	P	P	P	P
Office, computing & accounting machines - manufacturing					P																	P	P	P	P
Office furniture - manufacturing					P																	P	P	P	P
Oilcloth, plastic fabric & vinyl products - manufacturing					C																			C	
Ophthalmic goods - manufacturing					P																	P	P	P	P
Optical goods, hearing aids, orthopedic appliances & other similar devices - retail													P			P	P	P	P	P				P	P
Optical instruments & lenses - manufacturing					P																	P	P	P	P
Optometrists, chiropractors & other similar health services													P			P	P	P	P	P				P	P
Ornamental iron works - manufacturing					P																	P	P	P	P
Orphanages										C	C	P	P			P	P		P						
Orthopedic, prosthetic & surgical appliances & supplies - manufacturing					P																	P	P	P	P
Outdoor advertising services																	P				P		P	P	P
<b>P</b>																									
Packing & crating services					P																	P		P	P
Padding & upholstery filling - manufacturing					P																	P	P	P	
Paint, glass, & wallpaper - retail																P	P	P	P	P				P	P
Painting & paper hanging services																	P	P	P					P	P
Paints, varnishes, lacquers, enamels, and allied products - manufactured					C																			C	
Paper & paper products - wholesale					P												P					P	P	P	P
Paperbound containers & boxes - manufacturing					P																	P	P	P	
Paperboard - manufacturing					P																	P	P	P	
Paper coating & glazing - manufacturing					P																	P	P	P	
Paper, except building paper - manufacturing					P																	P	P	P	
Paper hanging & painting services																	P	P	P					P	P
Parasols, umbrellas & canes - manufacturing					P																				P

P = Permitted Use      C = Conditional Use

GRAND ISLAND LAND USE MATRIX

Attachment "A"  
Chapter 36  
Grand Island City Code

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3	
Parks, public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Partitions, shelving, lockers & office & store fixtures - manufacturing					P																	P	P	P	P	
Paunch manure - application, incorporation, stockpiling, disposal	C		C	C	C																					
Periodicals, publishing & printing					P												P		P			P	P	P	P	
Petroleum bulk stations & terminal - wholesale					C																				C	
Petroleum pipeline R/W	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Petroleum pressure control stations																										
Petroleum (crude) & gas field services					P																				P	
Petroleum (crude) & natural gas drilling	C	C	C		C																				C	
Petroleum refining					C																				C	
Pets & pet grooming - retail																P	P	P	P	P					P	P
Pharmaceutical preparations - manufacturing					P																				P	P
Photocopying & blue printing services																P	P	P	P	P					P	P
Photoengraving																	P	P	P	P					P	P
Photofinishing services																P	P	P	P	P					P	P
Photographic equipment & supplies - manufacturing					P																	P	P		P	P
Photographic studios & services																P	P	P	P	P					P	P
Photographic supplies & cameras - retail																P	P	P	P	P	P				P	P
Physicians' services													P			P	P	P	P	P					P	P
Planetarium																	P	P		P	P	P			P	P
Planing mills, general - manufacturing					P																	P	P		P	P
Planning, architectural & engineering professional services													P				P	P	P	P	P			P	P	P
Plastering, masonry, stone work & tile setting services																	P	P	P	P					P	P
Plastic fabric, vinyl products & oilcloth - manufacturing					P																		P	P	P	
Plastic materials & synthetic resins, synthetic rubber, synthetic & other manmad materials - manufacturing					C																				C	
Plastic products - manufacturing					P																				P	
Playfields & athletic fields	C	C	C	C	C	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	C	P	P	P	P
Playgrounds						P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P					P
Play lot or tot lot						P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P					P
Pleating, decorative & novelty stitching & tucking for the trade - manufacturing					P																	P	P		P	P
Plumbing & heating equipment & supplies - retail																	P		P	P					P	P
Plumbing fixtures & heating apparatus (except electrical) - manufacturing					P																	P	P		P	P
Plumbing, heating, & air conditioning contracting services																	P						P	P	P	
Plywood & veneer - manufacturing					P																	P	P		P	
Porcelain electrical supplies - manufacturing					P																	P	P		P	P
Pottery - manufacturing					P																	P	P		P	P
Poultry & eggs - retail																		P		P					P	P
Poultry & poultry products - wholesale																		P						P	P	

P = Permitted Use      C = Conditional Use

GRAND ISLAND LAND USE MATRIX

Attachment "A"  
Chapter 36  
Grand Island City Code

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3		
Poultry & small game dressing & packing					P												C								P		
Poultry hatchery services				P	P																				P		
Prefabricating wooden buildings & structural members - manufacturing																						P	P	P	P		
Preserving & canning of fruits, vegetables & seafood's - manufacturing					P																	P	P	P			
Pressed & molded pulp goods - manufacturing					P																	P	P	P			
Pressing, alteration & garment repair services																P	P	P	P	P					P	P	
Primary smelting & refining of nonferrous metals - manufacturing					C																				C		
Printing ink - manufacturing					P																				P	P	
Printing, commercial																	P	P	P	P		P	P	P	P	P	
Printing & publishing of books					P																	P	P	P	P	P	
Printing & publishing of newspapers					P												P		P			P	P	P	P	P	
Printing & publishing of periodicals					P												P		P			P	P	P	P	P	
Private Prisons					C																					C	
Private clubs							C	C									P	P	P	P	P				P	P	
Processing waste & recovering fibers & flock - manufacturing					C																				C		
Professional equipment & supplies - wholesale																		P	P	P	P		P	P	P	P	
Professional membership organizations													P			P	P	P	P	P			P	P	P	P	
Professional offices not elsewhere listed													P			P	P	P	P	P			P	P	P	P	
Pulp - manufacturing					P																		P	P	P		
<b>Q</b>																											
Quarrying, gravel, sand & dirt	C	C	C	C	C	C	C	C								C	C	C	C	C	C	C	C	C	C	C	
Quarrying, stone	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
<b>R</b>																											
Race tracks & courses - animals																		P							P		
Race tracks & courses - vehicle	C			C		C																			C		
Radioactive materials processing & storage - manufacturing					C																				C		
Radioactive waste materials disposal					C																						
Radio broadcasting studios													P			P	P	P	P	P			P	P	P		
Radios, television, phonographs, recorders & tape players - manufacturing					P																	P	P	P	P		
Radios, televisions, phonographs, recorders, & tape players repair services																P	P	P	P	P					P	P	
Radios, televisions, phonographs, recorders & tape players - retail																P	P	P	P	P						P	
Radio transmitting stations & towers	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Railroad equipment & maintenance yard					P																				P		
Railroad - equipment - manufacturing					P																				P		
Railroad freight terminals					P														P						P	P	

P = Permitted Use

C = Conditional Use

GRAND ISLAND LAND USE MATRIX

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3
Railroad passenger terminals					P														P					P	
Railroad right-of-way	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Railroad switching yards					P																			P	P
Raincoats & other waterproof outer garments - manufacturing					P																	P	P	P	P
Real estate agents, brokers & management services													P			P	P	P	P	P				P	P
Reclaiming rubber					C																			C	
Recreational vehicles & equipment - manufacturing					P																	P	P	P	P
Recreational vehicles & equipment - retail					P												P				P			P	
Recreation centers						P							P			P	P	P	P	P				P	P
Rectories								P	P	P	P	P	P	P	P	P	P	P							
Recycling center					C																			C	C
Refining & smelting (primary) of nonferrous metals					C																			C	
Refining of petroleum																								C	
Refrigerated warehousing (except food lockers)					P												P		P			P	P	P	P
Refuse incineration					C																			C	
Religious camps & retreats	C	C				C	C	C																	
Research, development & testing services					P																	P	P	P	P
Resorts (general)	C	C					C	C									P	P	P					C	
Rest, nursing, & convalescent home services											C	C	P		C	P	P	P	P	C					
Restaurants																P	P	P	P	P	P			P	P
Restaurants, drive-in																P	P	P	P	P	P			P	P
Retirement homes											C	C	P		C	P	P	P	P	C					
Reupholstery & furniture repair services					P												P	P	P	P			P	P	
Rice milling					P																			P	
Riding stables & academies	C	C				C	C	C													C			C	
Roadside stands offering agricultural products for sale on the premises	P	P	P	P	P	P	P	P																	
Roller skating rinks - indoor																P	P	P	P	P				P	P
Rolling, drawing, & extrusion of nonferrous metals - manufacturing					P																	P	P	P	
Rolling of ferrous metals, blast furnaces & steel works					C																	C	C	C	
Roofing & sheet metal contracting services					P												P						P	P	P
Rooming & boarding houses											C	P			C	P	P	P	P						P
Rubber footwear - manufacturing					P																	P	P	P	
Rug & carpet cleaning & repair services																P	P	P	P	P				P	P
Rug & carpet - manufacturing					P																	P	P	P	
S																									
Salvage yard																								C	C
Sand & gravel quarrying	C	C	C	C	C	C	C	C														C	C	C	
Sanitary landfill					C																			C	
Sanitary paper products - manufacturing					P																			P	
Sausages & other prepared meat products - manufacturing																	P						P	P	

P = Permitted Use

C = Conditional Use

GRAND ISLAND LAND USE MATRIX

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3		
Savings & loan associations													P			P	P	P	P	P	P			P	P		
Sawmills, general - manufacturing	C				P																			P			
Schools, art													P					P	P	P	P				P		
Schools, barber													P					P	P	P	P				P		
Schools, beauty													P					P	P	P	P				P		
Schools, business													P					P	P	P	P				P		
Schools, colleges													P					P	P	P	P				P		
Schools, computer													P					P	P	P	P				P		
Schools, correspondence													P					P	P	P	P				P		
Schools, dancing													P					P	P	P	P				P		
Schools, day care												P	P		C			P	P	P	P		C	C	C	P	
Schools, driving													P					P	P	P	P				P		
Schools, junior college													P					P	P	P	P				P		
Schools, music													P					P	P	P	P				P		
Schools, nursery												P	P		C			P	P	P	P				P		
Schools, pre-primary	C	C					C	C	C	C	C	P	P		P	P	P	P	P	P	P				P		
Schools, primary	P	P					P	P	P	P	P	P	P	P	P	P	P	P	P	P	P				P		
Schools, professional												P	P					P	P	P	P				P		
Schools, secondary							P	P	P	P	P	P	P	P	P	P	P	P	P	P	P				P		
Schools, stenographic													P					P	P	P	P				P		
Schools, technical													P					P	P	P	P				P		
Schools, trade																		P	P	P	P				P	P	
Schools, universities													P					P	P	P	P				P		
Schools, vocational																		P	P	P	P				P	P	
Scientific & educational research services																		P	P	P	P		P	P	P	P	
Scrap & waste materials, nonmetallic - wholesale					C																				C		
Screw machine products & bolts, nuts, screws, rivets, & washers - manufacturing					P																		P	P	P	P	
Secondary smelting & refining of nonferrous metals - manufacturing					C																				C		
Second hand merchandise - retail																P	P	P	P	P	P				P	P	
Seed treating	P				P																				P		
Seed and feed sales																		P	P	P	P				P		
Sewage sludge drying beds					C																				P		
Sewage treatment facilities																						C	C		P		
Shades & venetian blinds - manufacturing					P																	P	P		P	P	
Sheet metal & roofing contracting services																		P						P	P	P	
Shelving, partitions, lockers, & office & store fixture - manufacturing					P																	P	P		P	P	
Shoe repair, shoe shining, & hat cleaning services																P	P	P	P	P	P				P	P	
Shoes - manufacturing					P																		P	P		P	P
Shoes - retail																P	P	P	P	P						P	
Shoes - wholesale					P													P	P	P			P	P		P	P
Shortening, table oils, margarine, & other edible fats & oils - manufacturing					P																		P	P		P	

P = Permitted Use      C = Conditional Use

GRAND ISLAND LAND USE MATRIX

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3
Signs & advertising displays - manufacturing					P																		P	P	P
Silverware & plated ware - manufacturing					P																		P	P	P
Skeet & trap shooting ranges	C	C				P	C																	C	
Sludge, municipal waste - application, incorporation, stockpiling, disposal	C	C	C	C	C	C	C																		C
Smelting & refining (primary) of nonferrous metals					C																				C
Smelting & refining (secondary) of nonferrous metals					C																				C
Soaps & detergents (except specialty cleaners) - manufacturing					P																		P	P	
Social, civic & fraternal associations								C					P		C	P	P	P	P	P	P		P	P	P
Social correctional, treatment & counseling services					P								P		C		P	P	P	P	P			P	P
Solid waste transfer stations	C	C			C		C																		C
Sorority & fraternity houses												P	P		C	P	P	P	P						
Souvenirs, gifts, novelties - retail																P	P	P	P	P	P			P	P
Soybean oil milling					P																	P	P	P	
Sporting, toys, amusement & athletic goods - manufacturing					P																	P	P	P	P
Sporting goods - retail																P	P	P	P	P					P
Stadiums																	C			C		C		P	
Stationery - retail																P	P	P	P	P				P	P
Steel pipe & tubes - manufacturing					P																	P	P	P	
Steel wire drawing, steel nails & spikes - manufacturing					P																	P	P	P	
Steel works, blast furnaces & the rolling of ferrous metals					C																				C
Stenographic, duplicating, & mailing services																	P	P	P	P				P	P
Stock yards	C	C	C	C	C		C																		C
Stone products & cut stone - manufacturing					P																	P	P	P	
Stone - quarrying	C	C	C	C	C		C															C	C	C	
Stone work, masonry, tile setting, & plastering services																	P	P	P	P				P	P
Storage - mini																	P	P	P	P			P	P	P
Storage & warehousing of nonhazardous products					P												P	P	P			P	P	P	P
Storage & warehousing of hazardous products					C																	C	C	C	
Storage & warehousing of household goods					P												P	P	P			P	P	P	P
Store & office fixtures, lockers, partitions & shelving - manufacturing					P																	P	P	P	P
Sugar refining - manufacturing					C																				C
Surgical & medical instruments & apparatus - manufacturing					P																	P	P	P	P
Swimming clubs																	P	P	P	P				P	
Synagogues, churches, & temples	C	C					C	P	P	P	P	P	P	P	P	P	P	P	P	P					P
Synthetic, resins, synthetic rubber, plastic materials, synthetic & other manmade fibers (except glass) - manufacturing					C																		C	C	
T																									

P = Permitted Use      C = Conditional Use

GRAND ISLAND LAND USE MATRIX

Attachment "A"  
Chapter 36  
Grand Island City Code

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3
Tailoring (custom)																P	P	P	P	P				P	P
Taverns																P	P	P	P	P	P			P	P
Taxicab dispatch																	P	P	P				P	P	P
Taxicab garaging & maintenance																		P	P					P	P
Telegraph communications													P			P	P	P	P	P	P			P	P
Telephone business office													P			P	P	P	P	P	P			P	P
Telephone exchange stations																	P		P				P	P	P
Telephone maintenance yard																	P		P					P	P
Telephone relay towers (microwave)	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Television broadcasting studios																	P	P	P	P				P	P
Television, radios, phonographs, recorders & tape players - manufacturing					P																	P	P	P	P
Television, radios, phonographs, recorders & tape players repair services																P	P	P	P	P				P	P
Television, radios, phonographs, recorders, & tape players - retail																P	P	P	P	P				P	P
Television transmitting stations & relay towers	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Temples, churches, & synagogues	C	C					C	P	P	P	P	P	P	P	P	P	P	P	P	P					P
Tennis clubs						P											P	P						P	
Textile bags - manufacturing					P																	P	P	P	
Testing, research, & development services					P																	P	P	P	P
Theaters, legitimate																P	P	P	P	P	P			P	P
Theaters, motion picture, indoor																P	P	P	P	P	P			P	P
Theaters, motion picture, outdoor							C									P								P	P
Threads & yarns - manufacturing					P																	P	P	P	
Tile setting, masonry, plastering & stone work services																	P	P	P	P				P	P
Tire cord & fabric - manufacturing					P																	P	P	P	
Tire & inner tubes - manufacturing					C																	C	C	C	
Tires & inner tubes - wholesale					P												P	P	P	P		P	P	P	
Title abstracting services													P			P	P	P	P	P				P	P
Tobacco & tobacco products - wholesale																	P		P			P	P	P	P
Tobacco & snuff - manufacturing					P																	P	P	P	
Tobacco leaf - wholesale					P																		P	P	
Tobacco stemming & redrying					C																			C	
Tot lot or play lot						P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P				P
Tourist courts, hotels, & motels																	P	P	P	P	P		C	C	P
Toys, amusement, sporting & athletic goods - manufacturing					P																	P	P	P	P
Transportation equipment and supplies (except motor vehicles)																									P
Trap & skeet shooting ranges	C	C				P	C																	C	
Travel arranging services													P			P	P	P	P	P	P			P	P
Truck & automobile rental services																	P	P	P	P	P			P	P
Truck wash services					P																	P	P	P	P
Turbines & engines - manufacturing					P																	P	P	P	P

P = Permitted Use      C = Conditional Use

GRAND ISLAND LAND USE MATRIX

Attachment "A"  
Chapter 36  
Grand Island City Code

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3	
<b>U</b>																										
Utility substations, pumping station, water reservoir & telephone exchange	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Upholstery, draperies, & curtains - retail																	P	P	P	P					P	P
Upholstery filling & padding - manufacturing					P																		P	P	P	P
<b>V</b>																										
Variety & discount stores - retail																P	P	P	P	P					P	P
Vegetable oil milling (except cottonseed & soybean)					P																	P	P	P	P	
Veneer & plywood - manufacturing					P																	P	P	P	P	
Vending machine operations - retail																	P	P	P	P			P	P	P	P
Venetian blinds & shades - manufacturing					P																	P	P	P	P	
Veterinarian services	C	C			C		C	C					P			P	P	P	P	P				P	P	
Vinyl products, plastic fabric & oilcloth - manufacturing					P																	P	P	P	P	
Vitreous china plumbing fixtures, china, earthenware fillings & bathroom accessories - manufacturing					P																	P	P	P	P	
Vitreous china, table & kitchen articles - manufacturing					P																	P	P	P	P	
<b>W</b>																										
Wallpaper - manufacturing					P																	P	P	P	P	
Wallpaper, paint & glass - retail																P	P	P	P	P				P	P	
Warehousing & storage of hazardous products					C																	C	C	C	C	
Warehousing & storage of nonhazardous products					P																	P	P	P	P	
Warehousing & storage of household goods					P												P		P	P		P	P	P	P	
Watch, clock, & jewelry repair services																P	P	P	P	P				P	P	
Watches, clocks, clock work operated devices & parts - manufacturing					P																	P	P	P	P	
Water well drilling services					P												P					P	P	P	P	
Welding & blacksmith services					P												P							P	P	
Welfare & charitable services													P			P	P	P	P	P				P	P	
Wet corn milling					P																		P	P	P	
Wind energy installation		C																				C	C	C	C	
Wine, beer, & alcoholic beverages - wholesale					P												P		P			P	P	P	P	
Wine, brandy, & brandy spirits - manufacturing					P																	P	P	P	P	
Wire products (fabricated) - manufacturing					P																	P	P	P	P	
Wooden containers - manufacturing					P																	P	P	P	P	
Wool preserving - manufacturing																										
Wool & mohair - wholesale					P												P		P			P	P	P	P	
Worm farms	P	P	P	P	P		P	P																		
<b>Y</b>																										
Yarn & threads - manufacturing					P																	P	P	P	P	
<b>Z</b>																										

P = Permitted Use

C = Conditional Use

GRAND ISLAND LAND USE MATRIX

Attachment "A"  
Chapter 36  
Grand Island City Code

	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3	
Zoos						P														P	P					
<b>ADDITIONAL LAND USE CATEGORIES</b>																										

P = Permitted Use

C = Conditional Use

21 of 21



# City of Grand Island

Tuesday, June 22, 2021

Council Session

## Item F-4

**#9833 - Consideration of Vacation of Public Right-of-Way in Baker's Addition; Between 3rd Street and US Highway 30, from Garfield Avenue to US Highway 30**

Staff Contact: John Collins, P.E. - Public Works Director

# Council Agenda Memo

**From:** Keith Kurz PE, Assistant Public Works Director

**Meeting:** June 22, 2021

**Subject:** Consideration of Vacation of Public Right-of-Way in Baker's Addition; Between 3<sup>rd</sup> Street and US Highway 30, from Garfield Avenue to US Highway 30

**Presenter(s):** John Collins PE, Public Works Director

## Background

The section between 3<sup>rd</sup> Street and US Highway 30, from Garfield Avenue to US Highway 30 has been requested for vacation by the adjacent property owner.

## Discussion

The adjacent property owner plans to replat the five (5) lots they own in the area of 3<sup>rd</sup> Street and US Highway 30, from Garfield Avenue to US Highway 30 into two (2) lots. The alley serves no useful purpose as it has no destination points. Due to several utilities being in this area a public utility easement will be retained over the complete section. The attached sketch details the referenced area.

Ownership of the vacated alley will revert to the adjacent property owner.

## Alternatives

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

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

## **Recommendation**

City Administration recommends that the Council pass an ordinance vacating the public right-of-way in Baker's Addition; 3<sup>rd</sup> Street and US Highway 30, from Garfield Avenue to US Highway 30, with easement retained.

## **Sample Motion**

Move to pass an ordinance vacating the public right-of-way and retaining easement.

ORDINANCE NO. 9833

An ordinance to vacate a portion of an existing right-of-way and to provide for filing this ordinance in the office of the Register of Deeds of Hall County; to repeal any ordinance or parts of ordinance in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. That a portion of an existing right-of-way between 3<sup>rd</sup> Street and US Highway 30, from Garfield Avenue to US Highway 30, more particularly described as follows:

THAT PORTION OF ALLEY LOCATED GENERALLY BETWEEN LOTS 1, 2, 9 AND 10 OF BLOCK 9, BAKER'S ADDITION TO THE CITY OF GRAND ISLAND EXCEPTING THEREFROM TRACTS PREVIOUSLY DEDICATED FOR CITY RIGHT-OF-WAY PURPOSES BEING MORE PARTICULARLY DESCRIBED AND RECORDED IN MISCELLANEOUS BOOK P- PAGE 651 & INSTRUMENT 89-105183 OF THE HALL COUNTY, NEBRASKA REGISTER OF DEEDS OFFICE.

is hereby vacated. Such right-of-way to be vacated is shown and more particularly described on Exhibit A attached hereto.

SECTION 2. The property vacated by Section 1 shall be retained as public utility easement by City of Grand Island, Nebraska.

Approved as to Form	☐ _____
June 17, 2021	☐ City Attorney

ORDINANCE NO. 9833 (Cont.)

SECTION 3. The title to the property vacated by Section 1 of this Ordinance shall revert to City of Grand Island, Nebraska.

SECTION 4. This ordinance is directed to be filed in the office of the Register of Deeds of Hall County, Nebraska.

SECTION 5. This ordinance shall be in force and take effect from and after its passage and publication, without the plat, within fifteen (15) days in one issue of the Grand Island Independent as provided by law.

Enacted: June 22, 2021.

---

Roger G. Steele, Mayor

Attest:

---

RaNae Edwards, City Clerk



**LEGEND**

- PORTION OF ALLEY TO BE VACATED
- PROPERTY LINES
- LOT LINES

**VACATION OF ALLEY LEGAL DESCRIPTION**

THAT PORTION OF ALLEY LOCATED GENERALLY BETWEEN LOTS 1, 2, 9 AND 10 OF BLOCK 9, BAKER'S ADDITION TO THE CITY OF GRAND ISLAND EXCEPTING THEREFROM TRACTS PREVIOUSLY DEDICATED FOR CITY RIGHT-OF-WAY PURPOSES BEING MORE PARTICULARLY DESCRIBED AND RECORDED IN MISCELLANEOUS BOOK P - PAGE 65I & INSTRUMENT 89-105183 OF THE HALL COUNTY, NEBRASKA REGISTER OF DEEDS OFFICE.

**VACATION OF ALLEY**

PART OF BLOCK 9, BAKER'S ADDITION  
 GRAND ISLAND, NEBRASKA





# City of Grand Island

Tuesday, June 22, 2021

Council Session

## Item F-5

### #9834 - Consideration of Approving Salary Ordinance

Staff Contact: Robert Falldorf, Police Chief

# Council Agenda Memo

**From:** Police Department

**Meeting:** June 22, 2021

**Subject:** Consideration of Approving Salary Ordinance No. 9834 to Include Lateral Hiring Incentive Package for Certified Police Officer Applicants.

**Presenter(s):** Robert Falldorf, Police Chief

## Background

The salary ordinance for employees of the City of Grand Island comes before Council when changes are proposed. The following explains the proposed changes to the salary ordinance.

Over the past several years the Police Department's officer applicant numbers have decreased substantially. The Police Department did start to offer a lateral hiring incentive program two years ago, which would allow for certified Nebraska or certified out of state officers to start on a pay step with the City that would be equal to the pay from their former agency. Without added benefits with this current program, we are still not attracting certified and qualified applicants.

Over the past couple of years, we have had officers retiring or resigning from our agency faster than we can replace them with qualified new hires, which is requiring excessive overtime and affecting the morale of current officers.

All non-certified new officer hires at the Police Department are required to attend the 15-week certification basic class at the Nebraska Law Enforcement Training Center (NLETC) within one year of being hired.

## Discussion

The Police Department would like to implement a new lateral hiring incentive program that will still allow Nebraska and out of state certified applicants to start on an equal pay step with the City, as our current program does, along with two additional added incentives.

The first added incentive that we would like to offer is a \$1,500 certification credit to be paid upon hire to a Nebraska certified applicant or to an out of state certified applicant upon completion of Nebraska's Reciprocity Certification process through the NLETC.

The second added incentive would be the issuance of 50 hours of comp time to be given upon hire of a Nebraska certified applicant or to an out of state certified applicant upon completion of Nebraska's Reciprocity Certification process. We understand that certified applicants that choose to apply with our agency will more than likely have vacation or comp leave built up with the agency they come from. By offering the 50 hours of comp leave to certified new hires with the City, we feel that this incentive would make the decision easier for a certified applicant to join our department.

We have estimated that the cost of offering the two additional incentives to newly hired certified applicants (\$1,500 certification credit and 50 hours of comp time) would be a cost of approximately \$3,000.

The cost savings to the City for not sending a new hire to the NLETC is approximately a \$21,127 savings when considering the wages to attend the NLETC (\$14,412), overtime (\$4,500), meals while at the training center (\$1,395), training center entrance fees (\$300) and ammunition use while at the training center (\$520).

This would equate to an approximate total cost savings for the City of \$18,127 after implementing our new lateral hiring program that allows for the hire of qualified and certified applicants without the need to send them through an entire basic class at the NLETC.

With the implementation of this new program, we will still require certified applicants to apply with our agency and would still require a polygraph and psychological evaluation during the hiring process to assure that we are still getting quality new officers.

### **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 implementation of the proposed Lateral Hiring Program for the Police Department. City Administration recommends that the Council approve proposed Salary Ordinance No. 9834.

### **Sample Motion**

Move to approve the implementation of the proposed Lateral Hiring Program for the Police Department. Move to approve Salary Ordinance No. 9834.

ORDINANCE NO. 9834

An ordinance to amend Ordinance 9818 known as the Salary Ordinance which lists the currently occupied classifications of officers and employees of the City of Grand Island, Nebraska and established the ranges of compensation of such officers and employees; to provide a lateral hiring incentive for the Police Department, namely for certified applicants, a one-thousand five hundred dollars (\$1,500) certification credit and fifty (50) hours of compensatory time; rename the non-union position of Wastewater Plant Engineer to Assistant Public Works Director of Wastewater and to amend the salary range of such position; to amend the salary range of non union position of Wastewater Plant Operations Engineer; to remove obsolete language regarding payment of FOP clothing allowance at end of employment; and to repeal those portions of Ordinance No. 9818 and any parts of other ordinances in conflict herewith; to provide for severability; to provide for the effective date thereof; and to provide for publication of this ordinance in pamphlet form.

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

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accountant	27.2753/39.7703	Exempt
Accounting Technician – Solid Waste	20.4135/25.9519	40 hrs/week

Approved as to Form  \_\_\_\_\_  
 June 15, 2021  City Attorney

ORDINANCE NO. 9834 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Administrative Coordinator – Public Works	22.8587/33.1114	40 hrs/week
Assistant Finance Director	35.8655/52.7923	Exempt
Assistant Public Works Director/Engineering	42.5573/64.9788	Exempt
Assistant Public Works Director of Wastewater	51.4654/71.8784	Exempt
Assistant Utilities Director – Engineering/Business Operations	56.5770/81.7800	Exempt
Assistant Utilities Director – Production	56.5770/81.7800	Exempt
Assistant Utilities Director – Transmission	56.5770/81.7800	Exempt
Attorney	36.6260/54.3186	Exempt
Building Department Director	41.2900/63.6719	Exempt
Cemetery Superintendent	26.9488/39.2419	Exempt
City Administrator	79.6073/92.3328	Exempt
City Attorney	53.4735/74.0871	Exempt
City Clerk	34.8928/46.6248	Exempt
Civil Engineer I	31.3740/44.5826	Exempt
Civil Engineer II	35.6038/51.2718	Exempt
Collection System Supervisor	26.9863/39.7405	40 hrs/week
Community Development Administrator	23.8318/35.0429	40 hrs/week
Community Service Officer – Part time	17.0793/24.1383	40 hrs/week
Custodian – Library, Police	15.9716/21.8376	40 hrs/week
Customer Service Representative	10.9565/15.0674	40 hrs/week
Customer Service Team Leader	22.1770/31.2188	Exempt
Deputy City Clerk	27.8516/36.0609	40 hrs/week
Electric Distribution Superintendent	41.4935/56.1900	Exempt
Electric Distribution Supervisor	38.8735/53.7222	40 hrs/week
Electric Underground Superintendent	41.2596/55.8015	Exempt
Electrical Engineer I	30.8629/43.4826	Exempt
Electrical Engineer II	34.9698/50.3248	Exempt
Emergency Management Deputy Director	29.7703/43.7618	Exempt
Emergency Management Director	42.3700/62.6845	Exempt
Engineer I – Public Works	34.6000/48.9839	Exempt
Engineer I – WWTP	34.6000/48.9839	Exempt
Engineering Technician - WWTP	23.0135/32.6882	40 hrs/week
Equipment Operator - Solid Waste	21.0174/28.4284	40 hrs/week
Finance Director	48.1188/72.6675	Exempt

ORDINANCE NO. 9834 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Finance Operations Supervisor	26.2374/36.7783	Exempt
Fire Chief	49.1054/71.7403	Exempt
Fire EMS Division Chief	41.6635/57.7228	Exempt
Fire Operations Division Chief	41.6635/57.7228	Exempt
Fire Prevention Division Chief	41.6635/57.7228	Exempt
Fleet Services Shop Foreman	26.9164/39.9637	40 hrs/week
GIS Coordinator - PW	29.9969/44.7633	Exempt
Golf Course Superintendent	26.6261/38.6184	Exempt
Grounds Management Crew Chief – Cemetery	22.0764/32.9595	40 hrs/week
Grounds Management Crew Chief – Parks	23.9225/34.1470	40 hrs/week
Human Resources Director	42.9253/64.3310	Exempt
Human Resources Benefits/Risk Mgmt Coordinator	25.8799/38.7634	40 hrs/week
Human Resources Recruiter	25.8799/38.7634	40 hrs/week
Human Resources Specialist	25.8799/38.7634	40 hrs/week
Information Technology Manager	40.8291/ 61.7054	Exempt
Legal Secretary	22.1785/32.0608	40 hrs/week
Librarian I	25.5266/34.3460	Exempt
Librarian II	29.2331/38.1074	Exempt
Library Assistant I	16.7718/24.2389	40 hrs/week
Library Assistant II	20.7268/29.3423	40 hrs/week
Library Director	46.6055/70.5936	Exempt
Library Page	11.9236/16.4491	40 hrs/week
Library Secretary	18.0415/25.1461	40 hrs/week
Maintenance Worker – Golf	17.2547/26.3686	40 hrs/week
Meter Reader – Part Time	20.8602/27.9301	40 hrs/week
Meter Reader Supervisor	25.6121/33.1084	Exempt
MPO Program Manager	28.5770/42.3743	Exempt
Office Manager – Police Department	21.7587/31.9004	40 hrs/week
Parks and Recreation Director	46.3285/69.8100	Exempt
Parks Superintendent	34.4120/50.7128	Exempt
Payroll Specialist	22.7591/33.2227	40 hrs/week
Planner I	25.5954/37.4524	40 hrs/week
Planning Director	43.4884/64.8205	Exempt
Police Captain	40.0990/58.2043	Exempt
Police Chief	48.3429/74.3303	Exempt

ORDINANCE NO. 9834 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Power Plant Maintenance Supervisor	38.6540/53.3943	Exempt
Power Plant Operations Supervisor	39.7709/56.1244	Exempt
Power Plant Superintendent – Burdick	47.5455/67.4591	Exempt
Power Plant Superintendent – PGS	51.7940/74.6985	Exempt
Public Works Director	49.2356/74.0023	Exempt
Public Works Engineer	35.3710/52.2789	Exempt
Receptionist	17.5507/26.3534	40 hrs/week
Recreation Coordinator	25.3045/36.0068	Exempt
Recreation Superintendent	33.7756/50.4243	Exempt
Regulatory and Environmental Manager	41.1493/57.4829	Exempt
Senior Civil Engineer	39.2996/58.2610	Exempt
Senior Electrical Engineer	41.5808/59.1449	Exempt
Senior Public Safety Dispatcher	22.1951/29.2994	40 hrs/week
Senior Utility Secretary	19.6160/27.1369	40 hrs/week
Shooting Range Superintendent	30.5494/45.9846	Exempt
Solid Waste Division Clerk - Full Time	20.8570/26.3146	40 hrs/week
Solid Waste Division Clerk - Part Time	18.7713/23.6831	40 hrs/week
Solid Waste Foreman	25.3065/35.3275	40 hrs/week
Solid Waste Superintendent	35.2956/52.3214	Exempt
Street Superintendent	33.1310/48.6936	Exempt
Street Foreman	26.1261/38.5768	40 hrs/week
Transit Program Manager	29.2590/43.3301	Exempt
Turf Management Specialist	23.9298/34.0439	40 hrs/week
Utilities Director	75.7041/103.5558	Exempt
Utility Production Engineer	40.1500/58.6175	Exempt
Utility Warehouse Supervisor	29.1077/40.1601	40 hrs/week
Victim Assistance Unit Coordinator	17.8650/25.3267	40 hrs/week
Victim/Witness Advocate	16.3791/23.2112	40 hrs/week
Wastewater Plant Chief Operator	26.3768/37.5014	40 hrs/week
Wastewater Plant Operations Engineer	49.0144/68.4615	Exempt
Wastewater Plant Maintenance Supervisor	27.3606/39.6934	40 hrs/week
Wastewater Plant Regulatory Compliance Manager	33.9519/41.4294	Exempt
Water Superintendent	34.2741/50.4840	Exempt
Water Supervisor	27.8126/41.6191	40 hrs/week
Worker / Seasonal	9.0000/20.0000	Exempt

ORDINANCE NO. 9834 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Worker / Seasonal	9.0000/20.0000	40 hrs/week
Worker / Temporary	9.0000/20.0000	40 hrs/week
Worker / Parks & Recreation Part time	9.0000/20.0000	40 hrs/week

Aquatics staff who refer new lifeguards will receive a stipend for the referral, upon meeting the following criteria:

- The referral cannot have worked as a City of Grand Island lifeguard in the past.
- The referral must pass a background check, complete and pass a free lifeguard class, and work for at least 80 hours.
- Aquatics staff shall be paid for their referral as follows:
  - 1 referral – \$50.00
  - 2 referrals - \$75.00
  - 3 or more referrals - \$100.00

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Equipment Operator – Streets	20.8650/30.9087	40 hrs/week
Fleet Services Mechanic	23.3145/34.5422	40 hrs/week
Horticulturist	23.8961/35.4669	40 hrs/week
Maintenance Worker – Cemetery	19.7275/29.2485	40 hrs/week
Maintenance Worker – Parks	19.4596/28.8679	40 hrs/week
Maintenance Worker – Streets	19.4506/28.8342	40 hrs/week

ORDINANCE NO. 9834 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Senior Equipment Operator – Streets	22.3929/33.2126	40 hrs/week
Senior Maintenance Worker – Streets	22.2384/32.9835	40 hrs/week
Traffic Signal Technician	22.0846/32.7555	40 hrs/week

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

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Administrative Assistant-Utilities	21.9201/31.1427	40 hrs/week
Custodian	17.3168/21.4065	40 hrs/week
Electric Distribution Crew Chief	38.9666/50.8883	40 hrs/week
Electric Underground Crew Chief	38.9666/50.8883	40 hrs/week
Engineering Technician I	25.6354/33.5904	40 hrs/week
Engineering Technician II	32.4212/42.0591	40 hrs/week
Instrument Technician	34.3553/45.2280	40 hrs/week
Lineworker Apprentice	26.6079/36.6610	40 hrs/week
Lineworker First Class	33.0441/41.8296	40 hrs/week
Materials Handler	31.0007/38.0597	40 hrs/week
Meter Reader	20.8602/27.9301	40 hrs/week
Meter Technician	31.3285/36.6107	40 hrs/week
Power Dispatcher I	33.7325/40.5910	40 hrs/week
Power Dispatcher II	40.1796/48.0800	40 hrs/week
Power Plant Maintenance Mechanic	31.9732/42.0591	40 hrs/week
Power Plant Operator	34.5848/41.9279	40 hrs/week
Senior Engineering Technician	33.2735/43.6982	40 hrs/week
Senior Materials Handler	33.4702/43.5889	40 hrs/week
Senior Meter Reader	22.0869/28.7680	40 hrs/week

ORDINANCE NO. 9834 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Senior Power Dispatcher	46.4846/54.8986	40 hrs/week
Senior Power Plant Operator	40.6167/48.5947	40 hrs/week
Senior Substation Technician	39.6994/44.7362	40 hrs/week
Senior Water Maintenance Worker	25.8211/35.9365	40 hrs/week
Substation Technician	39.5895/41.3051	40 hrs/week
Systems Technician	38.9776/45.0094	40 hrs/week
Tree Trim Crew Chief	30.7493/41.4471	40 hrs/week
Utility Electrician	31.9513/42.3869	40 hrs/week
Utility Groundman	20.0188/28.0000	40 hrs/week
Utility Secretary	21.0568/29.3725	40 hrs/week
Utility Technician	34.2461/42.5617	40 hrs/week
Utility Warehouse Clerk	23.8324/30.1483	40 hrs/week
Water Maintenance Worker	24.6738/32.5960	40 hrs/week
Wireworker I	23.8324/36.0600	40 hrs/week
Wireworker II	33.0441/41.8296	40 hrs/week

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

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	
Police Officer	23.3228/37.0317	
Police Sergeant	32.3082/43.9408	
Police Lieutenant	35.6380/50.0806	

OVERTIME ELIGIBILITY

The City has reserved its right to the utilization of the 207(k) FLSA exemption. The pay period for purposes of calculating overtime shall consist of a fourteen (14) day cycle that runs

ORDINANCE NO. 9834 (Cont.)

concurrent with the City’s current payroll cycle. For purposes of calculating eligibility for overtime, “hours worked” shall include actual hours worked, vacation, personal leave and holiday hours. Employees shall be eligible for overtime when they exceed their hours scheduled for work in the fourteen (14) day pay cycle with a minimum of eighty (80) hours. All work completed after eighty (80) hours in a pay period that is performed for work that is funded by grants from parties outside or other than the City of Grand Island, shall be paid overtime for the time worked after eighty (80) hours, if the time is funded at overtime rates by the grant.

A lateral hiring incentive is provided, namely for certified applicants, One-Thousand Five Hundred Dollars (\$1,500) certification credit and fifty (50) hours of compensatory time if eligible.

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

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Fire Captain	22.5794/29.0516	212 hrs/28 days
Firefighter / EMT	17.0215/23.7540	212 hrs/28 days
Firefighter / Paramedic	18.4007/25.9286	212 hrs/28 days
Life Safety Inspector	25.9675/33.8573	40 hrs/week
Battalion Chief	29.0231/33.4381	212 hrs/28 days

IAFF employees, with the exception of the Life Safety Inspector, will be eligible for overtime pay for hours worked in excess of 212 hours in each 28-day pay period, unless recall or mandatory overtime is required as specified in the IAFF labor agreement. When an

ORDINANCE NO. 9834 (Cont.)

employee is assigned as an Apparatus Operator (not including ambulance or service vehicles) the employee will receive an additional fifty cents (\$.50) per hour.

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – WWTP	18.7045/27.6313	40 hrs/week
Biosolids Technician	22.2523/33.0104	40 hrs/week
Equipment Operator – WWTP	20.5975/28.8856	40 hrs/week
Lead Maintenance Mechanic	23.0360/33.1170	40 hrs/week
Lead Maintenance Worker	21.9425/30.8754	40 hrs/week
Lead Wastewater Plant Operator	24.4149/34.0004	40 hrs/week
Maintenance Mechanic I	19.6844/29.1284	40 hrs/week
Maintenance Worker – WWTP	19.8164/28.9993	40 hrs/week
Stormwater Program Manager	23.9575/35.4030	40 hrs/week
Wastewater Plant Laboratory Technician	22.1861/30.8417	40 hrs/week
Wastewater Plant Operator I	20.0035/28.1013	40 hrs/week
Wastewater Plant Operator II	22.6395/31.9878	40 hrs/week

SECTION 7. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW Service/Clerical/Finance labor agreement, and the ranges of compensation salary and wages to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW Service/Clerical/Finance labor agreement shall work prior to overtime eligibility are as follows:

ORDINANCE NO. 9834 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Accounting Clerk	17.7758/25.7665	40 hrs/week
Accounting Technician – Streets	21.2972/27.9410	40 hrs/week
Accounts Payable Clerk	20.0515/28.3453	40 hrs/week
Administrative Assistant-Bldg, Fire, Parks, Planning	20.0426/28.7466	40 hrs/week
Administrative Assistant – Public Works	21.1770/30.6510	40 hrs/week
Audio Video Technician	24.0072/32.3010	40 hrs/week
Building Inspector	23.5373/35.2842	40 hrs/week
Cashier	18.2595/25.0890	40 hrs/week
Community Service Officer	17.0793/24.1383	40 hrs/week
Computer Operator	23.8896/32.7818	40 hrs/week
Computer Technician	25.0125/35.9070	40 hrs/week
Crime Analyst	24.6410/31.8421	40 hrs/week
Electrical Inspector	23.7012/35.2077	40 hrs/week
Emergency Management Coordinator	21.1661/30.6510	40 hrs/week
Engineering Technician – Public Works	23.6944/33.4167	40 hrs/week
Evidence Technician	19.8439/28.8589	40 hrs/week
GIS Coordinator	30.4621/45.8945	40 hrs/week
Maintenance Worker I – Building, Library, Police	16.8177/23.8105	40 hrs/week
Maintenance Worker II – Building, Library, Police	19.7674/26.6079	40 hrs/week
Payroll Clerk	20.5214/28.7387	40 hrs/week
Plans Examiner	23.4608/35.2842	40 hrs/week
Plumbing/Mechanical Inspector	23.7122/34.8689	40 hrs/week
Police Records Clerk	17.7268/25.1785	40 hrs/week
Public Safety Dispatcher	21.3628/28.2361	40 hrs/week
Senior Accounting Clerk	19.8876/28.3016	40 hrs/week
Shooting Range Operator	26.1052/35.1312	40 hrs/week
Wastewater Secretary	19.9641/28.1814	40 hrs/week

The hourly rates for Community Service Officers training new Community Service Officers shall increase three percent (3%) during the training period.

SECTION 8. A shift differential of twenty-five cents (\$0.25) per hour shall be added to the base hourly wage for persons in the non-union employee classification of Senior

ORDINANCE NO. 9834 (Cont.)

Public Safety Dispatcher who work any hours or portion thereof between 3:00 p.m. and 11:00 p.m. Employees who work any hours or portion thereof from 11:00 p.m. to 7:00 a.m. will receive a shift differential of thirty-five cents (\$0.35) per hour. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay.

A shift differential of twenty-five cents (\$0.25) per hour shall be added to the base hourly wage for persons covered by the IBEW Service/Clerical/Finance labor agreement in the employee classification Public Safety Dispatcher who work a complete shift between 3:00 p.m. and 11:00 p.m. A shift differential of thirty-five cents (\$0.35) per hour shall be added to the base hourly wage for persons covered by the IBEW Service/Clerical/Finance labor agreement in the employee classification of Public Safety Dispatcher who work a complete shift between 11:00 p.m. to 7:00 a.m. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay. A shift differential of \$0.25 per hour shall be added to the base hourly wage for persons who work rotating shifts covered by the IBEW Utilities labor agreement in the employee classifications of Power Dispatcher I, Power Dispatcher II, Power Plant Operator, Senior Power Dispatcher and Senior Power Plant Operator. All employees covered under the FOP labor agreement and are regularly assigned to a shift whose majority of hours occur between 1800 hours and 0600 hours, shall be paid an additional forty-five cents (\$0.45) per hour. Full time employees covered in the AFSCME labor agreement normally assigned to a work schedule commencing between 4 a.m. and 11 a.m., who are temporarily assigned to a work schedule commencing before 4 a.m. or after 11 a.m., shall receive a shift differential of twenty-five cents (\$0.25) per hour added to the base hourly rate for the hours worked during such temporary assignment. Full time employees

ORDINANCE NO. 9834 (Cont.)

covered in the IBEW Wastewater Treatment Plant labor agreement who are regularly scheduled to work swing shift will receive an additional twenty-five cents (\$0.25) per hour; employees who are regularly schedule to work graveyard shift will receive an additional thirty-five cents (\$0.35) per hour for wages attributable to those shifts. Employees working twelve (12) or ten (10) hour shifts will receive an additional twenty-five cents (\$0.25) per hour for wages attributable to the evening shift.

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

Each employee covered by the IAFF labor agreement after their first year, except Life Safety Inspector, will be credited Five Hundred Twenty-five dollars (\$525.00) annual credit to be used for the purchase of the uniform item purchases as needed. New hires will receive Four Hundred dollars (\$400.00) credit for the purchase of initial uniforms. After probation they shall receive an additional Five Hundred dollars (\$500.00) for the purchase of a Class A uniform or other items as necessary. All employees of the FOP labor agreement shall be paid a clothing and uniform allowance in addition to regular salary at the rate of Three Hundred Twenty-five dollars (\$325.00) semi-annually. New employees covered by the IBEW Utilities labor agreement who are required to wear full fire retardant (FR) clothing will be eligible for a one-time reimbursement up to One Thousand Two Hundred dollars (\$1,200.00) to purchase or rent required uniforms. All other employees required to wear full FR clothing will be eligible for reimbursement up to Seven Hundred (\$700.00) in Years 1 and 2; in Year 3 eligible up to One Thousand dollars (\$1,000.00). The non-union position of Meter Reader Supervisor who are

ORDINANCE NO. 9834 (Cont.)

required to wear full fire retardant clothing will be eligible for an annual stipend of Seven Hundred dollars (\$700.00) in Years 1 and 2; in Year 3 eligible up to One Thousand dollars (\$1,000.00) to purchase or rent required uniforms. Those employees who are required to wear partial fire retardant clothing will be eligible for an annual stipend of Three Hundred Fifty dollars (\$350.00). Employees will be reimbursed for said purchases with a receipt showing proof of purchase. Employees in the non-union Community Service Officer Part Time position shall be paid a prorated uniform allowance based on hours worked, not to exceed Twenty-five dollars (\$25.00) per pay period. Full-time Community Services Officers shall be paid a uniform allowance at the rate of Twenty-five dollars (\$25.00) per pay period.

Fire Chief and Fire Division Chiefs shall be paid a clothing allowance of Four Hundred Eighty-four dollars and eight cents (\$484.08) per year, divided into twenty-four (24) pay periods. Police Chief and Police Captains shall be paid a clothing allowance of Six hundred Fifty dollars (\$650.00) per year, divided into twenty-six (26) pay periods.

Non-union employees and employees covered by the AFSCME labor agreement, FOP labor agreement, IAFF labor agreement, IBEW Service/Clerical/Finance and Wastewater Treatment Plant labor agreements may receive an annual stipend not to exceed One Thousand Five Hundred dollars (\$1,500.00) for bilingual pay.

Employees covered by the AFSCME labor agreement shall be granted a meal allowance of Ten Dollars (\$10.00) if they are required to work two (2) hours overtime consecutively with their normal working hours during an emergency situation, and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Employees covered by the IBEW - Utilities labor agreement and the IBEW-Wastewater Treatment Plant labor agreement shall be allowed a meal allowance for actual cost, or up to

ORDINANCE NO. 9834 (Cont.)

Twelve dollars (\$12.00) per meal, if they are required to work two (2) hours overtime consecutively with their normal working hours and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Direct supervisors of employees who are covered by labor agreements which allow overtime meal allowance shall be entitled to the same meal allowance benefit. Non-exempt direct supervisors of employees who are covered by labor agreements which allow stand-by pay shall be entitled to the same stand-by pay benefit.

Utilities Department personnel in the IBEW bargaining unit and the classifications of Meter Reader Supervisor, Power Plant Superintendent, Power Plant Supervisor, Electric Distribution Superintendent, Electric Distribution Supervisor, Water Superintendent, Water Supervisor, and Electric Underground Superintendent shall be eligible to participate in a voluntary uniform program providing an allowance up to Eighteen dollars (\$18.00) per month. When protective clothing is required for personnel covered by the IBEW Utilities, the non-union position of Meter Reader – Part Time, and IBEW Wastewater Treatment Plant labor agreements and employees covered by the AFSCME labor agreement, except the Fleet Services Division of the Public Works Department, the City shall pay sixty percent (60%) of the actual cost of providing and cleaning said clothing and the employees forty percent (40%) of said cost. Full-time Fleet Services personnel shall receive a uniform allowance of Twelve Dollars (\$12) biweekly. Public Works Department personnel in the job classifications of Fleet Services Shop Foreman and Fleet Services Mechanic shall receive a tool allowance of Thirty dollars (\$30.00) biweekly.

SECTION 9. Employees shall be compensated for unused medical leave as follows:

ORDINANCE NO. 9834 (Cont.)

1. (A) All employees covered in the IBEW Utilities labor agreement shall have a contribution to a VEBA made on their behalf for fifty-three percent (53%) of their accumulated medical leave at the time of their retirement, early retirement, or death, not to exceed five hundred eighty-six and eighteen hundredths (586.18) hours [calculated at 53% x 1,106 hours], the rate of compensation to be based on the employee's salary at the time of retirement or death. Employees covered in the IAFF labor agreement, with the exception of Life Safety Inspector, shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-eight percent (38%) of their accumulated medical leave at the time of their retirement, not to exceed six hundred five and thirty-four hundredths hours (605.34) [calculated at 38% x 1,593 hours]. The Life Safety Inspector shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two (542) hours [calculated at 50% x 1,084 = 542]. The amount of contribution will be based upon the employee's salary at the time of retirement. Employees covered by the IBEW Service/Clerical/Finance labor agreements shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-five percent (35%) of their accumulated medical leave at the time of retirement, early retirement, or death, based on the employee's salary at the time of retirement, not to exceed four-hundred sixty-eight and sixty-five-hundredths (468.65) hours [calculated at 35% x 1,339 hours]. Employees covered by the IBEW Wastewater labor agreement shall have a contribution to a VEBA made

ORDINANCE NO. 9834 (Cont.)

on their behalf in lieu of payment for thirty-six percent (36%) of their accumulated medical leave at the time of retirement, early retirement, or death, based on the employee's salary at the time of retirement not to exceed four-hundred eighty-two and four-hundredths hours (482.04) [calculated at 36% x 1,339 hours]. Non-union employees shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty-three percent (53%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred eighty-six and eighteen-hundredths (586.18) hours [calculated at 53% x 1,106 hours]. The amount of contribution will be based upon the employee's salary at the time of retirement. Employees covered by the AFSCME labor agreement shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-five percent (35%) of their accumulated medical leave bank at the time of their retirement, based on the employee's salary at the time of retirement not to exceed four hundred sixty-eight and sixty-five hundredths hours (468.65) [calculated at 35% x 1,339 hours]. Employees covered under the FOP labor agreement shall be paid twenty percent (20%) for their accumulated medical leave at separation of employment after twenty (20) years of service; forty percent (40%) for their accumulated medical leave at separation of employment after twenty-five (25) years of service; fifty percent (50%) of accumulated medical leave for a death not occurring in the line of duty and one hundred percent (100%) of accumulated medical leave for a death occurring in the line of duty. The rate of compensation is based on the employee's salary at the time of separation.

ORDINANCE NO. 9834 (Cont.)

The payout for medical leave shall be made to a VEBA made on their behalf in lieu of payment.

(B) The City Administrator and department heads shall have a contribution made to their VEBA for one-half (1/2) of their accumulated medical leave, not to exceed thirty (30) days of pay, upon their resignation, the rate of compensation to be based upon the salary at the time of termination. Compensation for unused medical leave at retirement shall be as provided for non-union employees.

(C) The death of an employee shall be treated the same as retirement, and payment shall be made to the employee's beneficiary or estate for one-half (1/2) of all unused medical leave for non-union employees and as defined in labor agreements for all other employees.

SECTION 10. Non-union employees shall have a contribution made on their behalf to their VEBA account in the amount of Thirty dollars (\$30.00) per pay period. Employees represented by the IBEW Utilities labor agreement, IBEW Service/Clerical/Finance labor agreement, IBEW Wastewater Treatment Plant labor agreement and the FOP labor agreement, shall have a contribution made on their behalf to their VEBA account in the amount of Twenty Dollars (\$20.00) per pay period. Employees represented by the IAFF labor agreement shall have a contribution made on their behalf to the VEBA account of Ten Dollars (\$10.00) per pay period.

SECTION 11. An employee, who is represented by the following labor agreements, shall annually receive longevity pay based upon the total length of service with the City. Such pay shall be effective beginning with the first full pay period following completion of the specified years of service. Payment shall be made on a prorated basis on each regular pay

ORDINANCE NO. 9834 (Cont.)

day. The following rate schedule shall apply for those employees who are represented by the FOP labor agreement:

Five (5) years (beginning 6 <sup>th</sup> year	\$ 350.00
Ten (10) years (beginning 11 <sup>th</sup> year)	\$ 645.50
Fifteen (15) years (beginning 16 <sup>th</sup> year)	\$ 870.00
Twenty (20) years (beginning 21 <sup>st</sup> year)	\$1,096.00
Twenty-five (25) years (beginning 26 <sup>th</sup> year)	\$1,270.00

Those employees who are represented by the AFSCME labor agreement shall annually receive longevity pay as follows:

Five (5) years (beginning 6 <sup>th</sup> year)	\$ 226.00
Ten (10) years (beginning 11 <sup>th</sup> year)	\$ 443.00
Fifteen (15) years (beginning 16 <sup>th</sup> year)	\$ 624.00
Twenty (20) years (beginning 21 <sup>st</sup> year)	\$ 796.00
Twenty-five (25) years (beginning 26 <sup>th</sup> year)	\$ 994.00

Those employees who are represented by the IBEW-Wastewater Treatment Plant and IBEW Service/Clerical/Finance labor agreements shall annually receive longevity pay as follows:

Five (5) years (beginning 6 <sup>th</sup> year)	\$ 226.00
Ten (10) years (beginning 11 <sup>th</sup> year)	\$ 443.00
Fifteen (15) years (beginning 16 <sup>th</sup> year)	\$ 624.00
Twenty (20) years (beginning 21 <sup>st</sup> year)	\$ 796.00
Twenty-five (25) years (beginning 26 <sup>th</sup> year)	\$ 994.00
Forty (40) years (beginning 41 <sup>st</sup> year)	\$1,174.00

Those employees who are represented by the IAFF labor agreement shall annually receive longevity pay, beginning with the first full pay period in October 2019, as follows:

Ten (10) years (beginning 11 <sup>th</sup> year)	\$ 645.50
Fifteen (15) years (beginning 16 <sup>th</sup> year)	\$ 830.50

ORDINANCE NO. 9834 (Cont.)

Twenty (20) years (beginning 21<sup>st</sup> year) \$1,032.50

Twenty-five (25) years (beginning 26<sup>th</sup> year) \$1,247.50

SECTION 12. 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 13. The adjustments identified herein shall be effective on the date of passage and publication in pamphlet form in one issue of the Grand Island Independent as provided by law.

SECTION 14. Those portions of Ordinance No. 9818 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted: June 22, 2021

---

Roger G. Steele, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, June 22, 2021

Council Session

## Item F-6

**#9835 - Consideration of Approving Changes to Chapter 2 of the Grand Island City Code Relative to Public Works Director Job Description**

Staff Contact: Stacy Nonhof, Interim City Attorney

# **Council Agenda Memo**

**From:** Stacy R. Nonhof, Interim City Attorney  
**Meeting:** June 22, 2021  
**Subject:** Amend City Code §2-41  
**Presenter(s):** Stacy R. Nonhof, Interim City Attorney

## **Background**

Currently, the City Engineer/Public Works Director is not required by City Code to be a licensed professional engineer with the State of Nebraska.

## **Discussion**

The purpose of this ordinance is to bring Section 2-41 of City Code into compliance with State Statute. State Statute requires that the duties of the City Engineer/Public Works Director be done by a licensed professional engineer. The changes proposed will bring City Code into compliance with State Statute and require that the Public Works Director create the engineering standards for the City of Grand Island.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends approval of Ordinance No. 9835.

## **Sample Motion**

Move to approve Ordinance No. 9835.

ORDINANCE NO. 9835

An ordinance to amend Chapter 2 of Grand Island City Code; to amend Section 2-41; to clarify and/or make general corrections to various code sections, to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 2-41 of the Grand Island City Code is hereby amended to read as follows:

**§2-41. City Engineer / Public Works Director; Duties; Compensation**

There is hereby created the office and position of City Engineer / Public Works Director, hereafter referred to as "Public Works Director". This position shall be a licensed professional engineer with the State of Nebraska appointed by the mayor, with the approval of a majority of the city council.

Among the duties required of the Public Works Director shall be making estimates of the cost of labor and material which may be done or furnished by contract with the city and make all surveys, estimates and calculations necessary to be made for the establishment of grades, the building of culverts, sewers, bridges, curbing, gutters, and the repair and improvement of streets.

The Public Works Director shall make a record of the minutes of their surveys and of all work done for the city, including sewers and sewerage systems and accurately make such plats, sections, profiles and maps as may be necessary in the prosecution of any public work, which shall be public records and belong to the city and be turned over to his or her successor.

The Public Works Director shall establish standards, ensure enforcement of those standards and may make any exceptions to those standards as warranted in their professional opinion. The standards shall be on file with the Public Works Department.

In addition to the duties specifically set forth above, the Public Works Director shall perform such other duties as the city council may require or are required by law.

The salary of the position of Public Works Director shall be established by ordinance.

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

Approved as to Form	☐ _____
June 17, 2021	☐ City Attorney

ORDINANCE NO. (Cont.)

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

Enacted: June 22, 2021.

---

Roger G. Steele, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, June 22, 2021

Council Session

## Item G-1

### Approving Minutes of June 8, 2021 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

June 8, 2021

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 June 8, 2021. Notice of the meeting was given in *The Grand Island Independent* on June 2, 2021.

Mayor Roger G. Steele called the meeting to order at 7:00 p.m. The following City Council members were present: Mike Paulick, Justin Scott, Michelle Fitzke, Mark Stelk, Jason Conley, Vaughn Minton, Bethany Guzinski, Maggie Mendoza, Mitch Nickerson, and Chuck Haase. The following City Officials were present: City Administrator Jerry Janulewicz, City Clerk RaNae Edwards, Finance Director Patrick Brown, Interim City Attorney Stacy Nonhof and Public Works Director John Collins.

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

PRESENTATION:

Central Nebraska Regional Airport Sanitary Sewer Project Presentation. Public Works Director John Collins and Assistant Public Works Director Keith Kurz reported that the Central Nebraska Regional Airport Collection System originated with the Army Air Corp Base built during World War II and is currently owned by Hall County and operated by the Airport Authority. This infrastructure is estimated to be between 50 and 75 years old and in need of replacement. This project is ready for bid solicitation, with funding to be determined beforehand. Discussion was held regarding the cost and the use of American Rescue Plan (ARP) funds. City Administrator Jerry Janulewicz commented on the funding and the importance of this project.

Central Nebraska Regional Airport Director Mike Olson, 35 Sky Park Road answered questions regarding funding available through the airport.

Transfer Station Operations and Facility Improvement Presentation. Public Works Director John Collins introduced Joel Stenberg representing SCS Engineers. He reported that the current Solid Waste Transfer Station building, which is located at 5050 West Old Potash Highway, was constructed in 1983 and is no longer large enough to handle the current traffic and/or waste flows. Presented was the Transfer Station Evaluation Study that had been completed to look at traffic patterns, investigate potential improvement/expansion ideas to enhance operations and allow for present business as well as projected future conditions. Solid Waste Superintendent Jeff Wattier answered questions regarding out-of-county trash collections, rates, funding sources, grants, additional employees, safety equipment, and expanded hours.

PUBLIC HEARINGS:

Public Hearing on Zoning Change for Property located South of Brookline Drive and East of Bellwood Drive from R2 Low Density Residential to B2 General Business. (Richard Larson). Regional Planning Director Chad Nability reported that an application has been made by Richard Larson to rezone a tract of land consisting of Lot 31 of Matthew's Subdivision in Grand Island, Hall County, Nebraska from R2 Low Density Residential to B2 General Business Zone. This property was located south of Brookline Drive and east Bellwood Drive. This property was planned for commercial development. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement - 5620 N. Quandt Road (Darlene Ann Niemoth) Utilities Director Tim Luchsinger reported that a utility easement was needed at 5620 N. Quandt Road in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. Darlene Niemoth and Jared Leiser had requested to have the 13.8 KV 3-phase overhead power line relocated to accommodate a prvot location. The proposed easement would allow the Utilities Department to install, access, operate and maintain the electrical infrastructure at this location. Staff recommended approval. No public testimony was heard.

ORDINANCES:

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

- #9827 - Consideration of Approving Zoning Change for Property located South of Brookline Drive and East of Bellwood Drive from R2 Low Density Residential to B2 General Business. (Richard Larson)
- #9828 – Consideration of Amending Chapter 22-103 of the Grand Island City Code Relative to Parking Fines
- #9829 – Consideration of Amending Chapter 16 of the Grand Island City Code Relative to Fireworks

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

- #9827 - Consideration of Approving Zoning Change for Property located South of Brookline Drive and East of Bellwood Drive from R2 Low Density Residential to B2 General Business. (Richard Larson)

This item was related to the aforementioned Public Hearing. Staff recommended approval.

Motion by Haase, second by Minton to approve Ordinance #9827.

City Clerk: Ordinance #9827 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9827 on second and final reading. All those in favor of this passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9827 is declared to be lawfully adopted upon publication as required by law.

#9828 – Consideration of Amending Chapter 22-103 of the Grand Island City Code Relative to Parking Fines

Interim City Attorney Stacy Nonhof reported that the minimum fine under the City's Waiver Fine Schedule was currently twenty-five (\$25.00) dollars. The Grand Island Police Department had asked that the parking fine be made the same as the minimum fine of all other City Code violations. This ordinance amends Chapter 22 of City Code, Parking Fines to increase the fine from \$20.00 to \$25.00. Staff recommended approval.

Motion by Paulick, second by Guzinski to approve Ordinance #9828.

City Clerk: Ordinance #9828 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9828 on second and final reading. All those in favor of this passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9828 is declared to be lawfully adopted upon publication as required by law.

#9829 – Consideration of Amending Chapter 16 of the Grand Island City Code Relative to Fireworks

Fire Prevention Division Chief Fred Hotz reported that the Governor signed into legislation LB 152 which made changes to the allowed fireworks sales. With the emergency clause, it became law on May 10. The ordinance language for the sale of fireworks in Grand Island immediately became outdated. Chapter 16 ordinance language currently references permissible fireworks. This Ordinance would amend Chapter 16 of City Code to coincide with the State of Nebraska new fireworks sales statutes. Staff recommended approval.

Motion by Scott, second by Conley to approve Ordinance #9829.

City Clerk: Ordinance #9829 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9829 on second and final reading. All those in favor of this passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9829 is declared to be lawfully adopted upon publication as required by law.

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

Approving Minutes of May 25, 2021 City Council Regular Meeting.

Approving Appointment of Bart Qualset to the Community Redevelopment Authority (CRA) Board.

#2021-129 - Approving Generation Study - Engineering Services with Sargent & Lundy of Chicago, Illinois in an Amount not to exceed \$116,000.00.

#2021-130 - Approving Acquisition of Utility Easement - 5620 N. Quandt Road (Darlene Ann Niemoth).

#2021-131 - Approving Renewal of Agreement for Enterprise Asset Management System for the Public Works Department with Cartegraph System, Inc. of Dubuque, Iowa in an Amount of \$255,000.00 for three years.

#2021-132 - Approving Award of Professional Engineering Consulting Services for Lift Station No. 17 Improvements; Project No. 2021-S-9 with Olsson, Inc. of Grand Island, Nebraska in an Amount not to exceed \$121,000.00.

#2021-133 - Approving Amendment No. 2 to Engineering Consulting Agreement for North Road- Old Potash Highway to 13th Street Roadway Improvements; Project No. 2019-P-6 with Alfred Benesch & Company of Lincoln, Nebraska for an Increase of \$376,401.00 and a Revised Agreement Amount of \$606,697.00.

#2021-134 - Approving Amendment No. 2 to Engineering Consulting Agreement for Custer Avenue- Forrest Street to Old Potash Highway Roadway Rehabilitation; Project No. 2019-P-13 with Olsson, Inc. of Grand Island, Nebraska for an Increase of \$43,000.00 and a Revised Agreement Amount of \$170,900.00.

#2021-135 - Approving Tri-City Drug and Safe Streets Task Force (TCDSSTF) New Location Office Set Up.

#2021-136 - Approving Final Plat and Subdivision Agreement for Bolanos Second Subdivision. It was noted that Edwin Bolanos, owner, had submitted the Final Plat and Subdivision Agreement for Bolanos Second Subdivision located south of 4<sup>th</sup> Street and west of St. Paul Road for the purpose of creating 5 lots on 2.799 acres.

REQUESTS AND REFERRALS:

Consideration of Referring Blighted and Substandard Study for Area #33 to the Regional Planning Commission (Innate Development, LLC). Regional Planning Director Chad Nabity reported that Innate Development had submitted this study. The study is approximately 205 acres of property north of Husker Highway and west of Prairieview Street. The study was prepared and submitted indicated this property could be considered blighted and substandard. Staff recommended approval.

Ron Depue, 308 No. Locust Street, attorney for the applicant and Scott Rief, 160 Ponderosa Court, owner, spoke in support.

Motion by Nickerson, second by Conley to approve. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Guzinski to approve the payment of claims for the period of May 26, 2021 through June 8, 2021 for a total amount of \$3,886,015.72. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 8:27 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, June 22, 2021

Council Session

## Item G-2

### **Approving Re-Appointments of Todd Enck, Marv Webb, Brad Kissler and Justin Oseka to the Building Code Advisory Board**

*Mayor Steele has submitted the re-appointments of Todd Enck, Marv Webb, Brad Kissler and Justin Oseka to the Building Code Advisory Board. These appointments would become effective August 1, 2021 upon approval by the City Council and would expire on August 1, 2023.*

Staff Contact: RaNae Edwards

DATE: June 6, 2021  
TO: Mayor Steele  
FROM: Craig A. Lewis, Building Department Director *CA*  
RE: Appointments to the Building Code Advisory Board

The following people have expressed their willingness to serve on the Building Code Advisory Board.

Todd Enck, Contractor	T.C. Enck Construction 4133 Fleetwood Rd Grand Island NE 68803	08/01/21 - 08/01/23
Marv Webb, Architect	Webb & Company Architects 387 N Walnut St Grand Island NE 68801	08/01/21 - 08/01/23
Brad Kissler, Architect	Cannon Moss Brygger Architects 208 N Pine St Ste 301 Grand Island NE 68801	08/01/21 - 08/01/23
Justin Oseka, Contractor	Oseka Construction 3825 Farnstead Rd Grand Island NE 68801	08/01/21 - 08/01/23

These individuals will complete a seven-member board of knowledgeable professionals empowered to rule on appeals of orders, decisions, or determinations made by the Building Department relative to the application and interpretation of the building code. The Board of Appeals shall have no authority relative to interpretation of administrative provisions of the code, nor shall the Board be empowered to waive requirements of the building code.

I would request your appointment and the Councils' approval of these qualified individuals as I feel they have and will continue to provide a valuable service to the city.



# City of Grand Island

Tuesday, June 22, 2021

Council Session

## Item G-3

### **Approving Re-Appointment of Karl Kostbahn to the Occupation Tax Oversight Committee (Food & Beverage)**

*Mayor Steele has submitted the re-appointment of Karl Kostbahn to the Occupation Tax Oversight Committee (Food & Beverage). This appointment would become effective July 1, 2021 upon approval by the City Council and would expire on June 20, 2025.*

Staff Contact: RaNae Edwards



# City of Grand Island

Tuesday, June 22, 2021

Council Session

## Item G-4

**#2021-137 - Approving Acquisition of Utility Easement - 3234 West Schimmer Drive (GIG Ventures, LLC)**

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2021-137

WHEREAS, a public utility easement is required by the City of Grand Island from GIG Ventures, LLC, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including power lines and;

WHEREAS, a public hearing was held on June 22, 2021, for the purpose of discussing the proposed acquisition of a twenty (20.0) foot utility easement located through a part of the South Half of the Southwest Quarter (S ½, SW ¼) of Section Thirty-Two (32), Township Eleven (11) North, Range Nine (9) West of the 6<sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

Commencing at the Southwest corner of Section Thirty-Two (32), Township Eleven (11) North, Range Nine (9) West of the 6<sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska; thence easterly along the southerly line of said Section Thirty-Two (32), a distance of three hundred thirty-five and one tenth (335.10) feet; thence deflecting left 92°34'56" and running in a northerly direction, a distance of thirty-three (33.0) feet to a point on the northerly right-of-way line of Schimmer Drive, said point being the ACTUAL Point of Beginning; thence continuing in a northerly direction, a distance of one hundred seventy-three and nine tenths (173.9) feet; thence deflecting left 47°53'51" and running in a northwesterly direction, a distance of thirty-two (32.0) feet to the point of termination. The side lines of the above described tract shall be prolonged or shortened as required to terminate on the boundary of Grantor's property.

The above-described easement and right-of-way containing a total of 0.095 acres, more or less, as shown on the plat dated 5/12/2021, marked Exhibit "A", attached hereto and incorporated herein by reference.

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

- - -

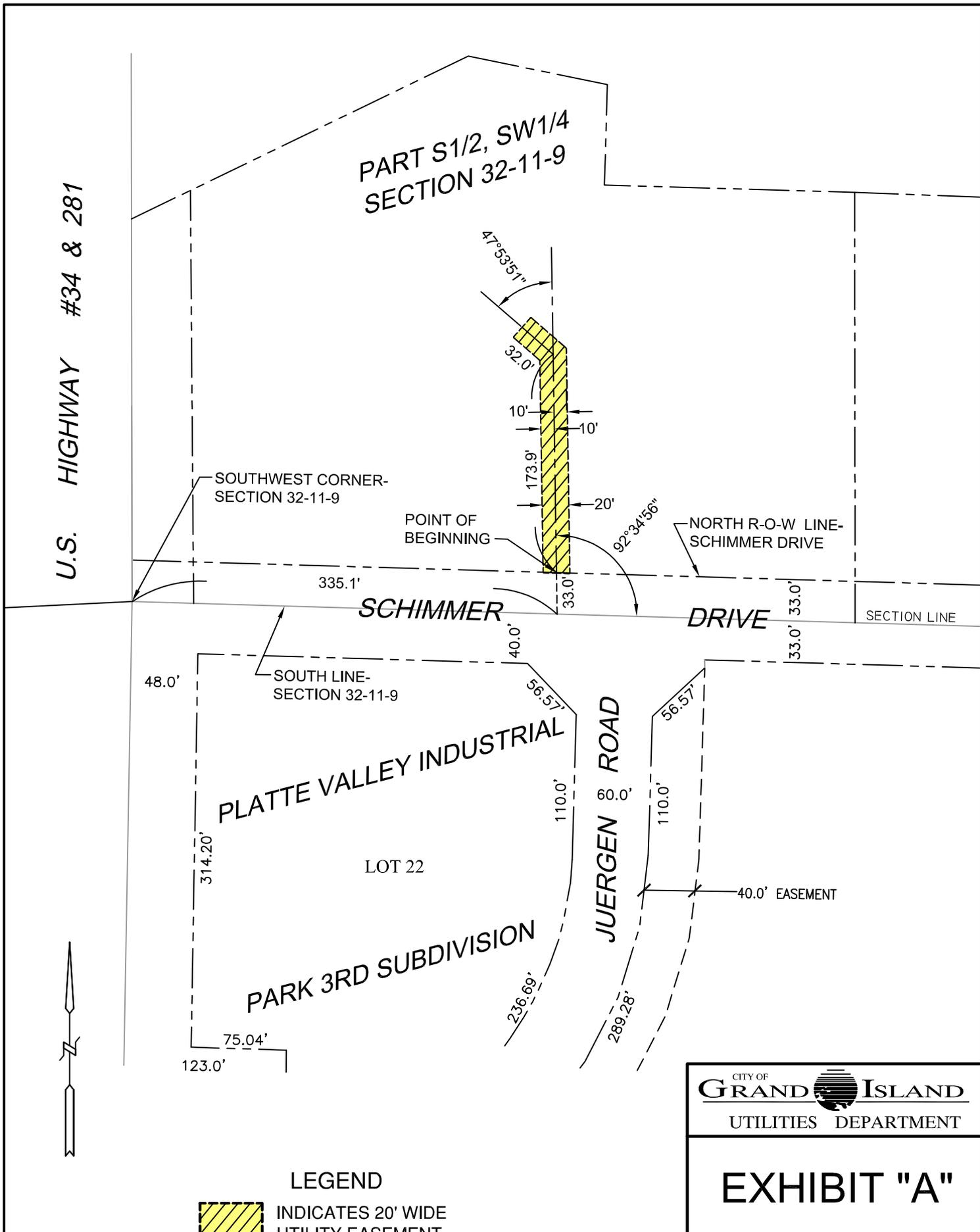
Adopted by the City Council of the City of Grand Island, Nebraska, June 22, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☐ _____
June 17, 2021	☐ City Attorney



CITY OF  
**GRAND ISLAND**  
 UTILITIES DEPARTMENT

**EXHIBIT "A"**



# City of Grand Island

Tuesday, June 22, 2021

Council Session

## Item G-5

**#2021-138 - Approving Acquisition of Utility Easement - 1814 N. Eddy Street (Casey's Retail Co.)**

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2021-138

WHEREAS, a public utility easement is required by the City of Grand Island from Casey's Retail Co. a/k/a Casey's General Store, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including water lines and mains and;

WHEREAS, a public hearing was held on June 22, 2021, for the purpose of discussing the proposed acquisition of a twenty (20.0) foot utility easement located through a part of the Park Reserve of Gilbert's Subdivision of Block One (1), Gilbert's 2<sup>nd</sup> Addition to the City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

Beginning at the southeast corner of the Park Reserve of Gilbert's Subdivision of Block One (1), Gilbert's 2<sup>nd</sup> Addition, said point also being on the southwesterly right-of-way line of Eddy Street; thence running northwesterly along the northeasterly line of said Park Reserve of Gilbert's Subdivision of Block One (1), Gilbert's 2<sup>nd</sup> Addition, and the southwesterly right-of-way line of Eddy Street, on an assumed bearing of N29°53'54"W, a distance of seventy eight and ninety six hundredths (78.96) feet to the ACTUAL Point of Beginning; thence running S60°06'05"W, a distance of one hundred four and ninety nine hundredths (104.99) feet, to a point on the westerly line of said Park Reserve of Gilbert's Subdivision of Block One (1), Gilbert's 2<sup>nd</sup> Addition and to a point on the easterly right-of-way line of Broadwell Avenue; thence running N01°19'23"W, along the west line of said Park Reserve of Gilbert's Subdivision of Block One (1), Gilbert's 2<sup>nd</sup> Addition and the easterly right-of-way line of Broadwell Avenue, a distance of twenty two and seventy seven hundredths (22.77) feet; thence running N60°06'05"E, a distance of ninety four and nine hundredths (94.09) feet, to a point on the easterly line of said Park Reserve of Gilbert's Subdivision of Block One (1), Gilbert's 2<sup>nd</sup> Addition and to a point on the westerly right-of-way line of Eddy Street; thence running S29°53'54"E, along the easterly line of said Park Reserve of Gilbert's Subdivision of Block One (1), Gilbert's 2<sup>nd</sup> Addition and the westerly right-of-way line of Eddy Street, a distance of twenty (20.0) feet, to the ACTUAL Point of Beginning.

The above-described easement and right-of-way containing 0.046 acres, more or less, as shown on the plat dated 4/28/2021, marked Exhibit "A", attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from Casey's Retail Co. a/k/a Casey's General Store, on the above-described tract of land.

---

Approved as to Form	☐ _____
June 17, 2021	☐ City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, June 22, 2021.

---

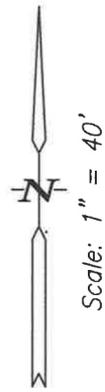
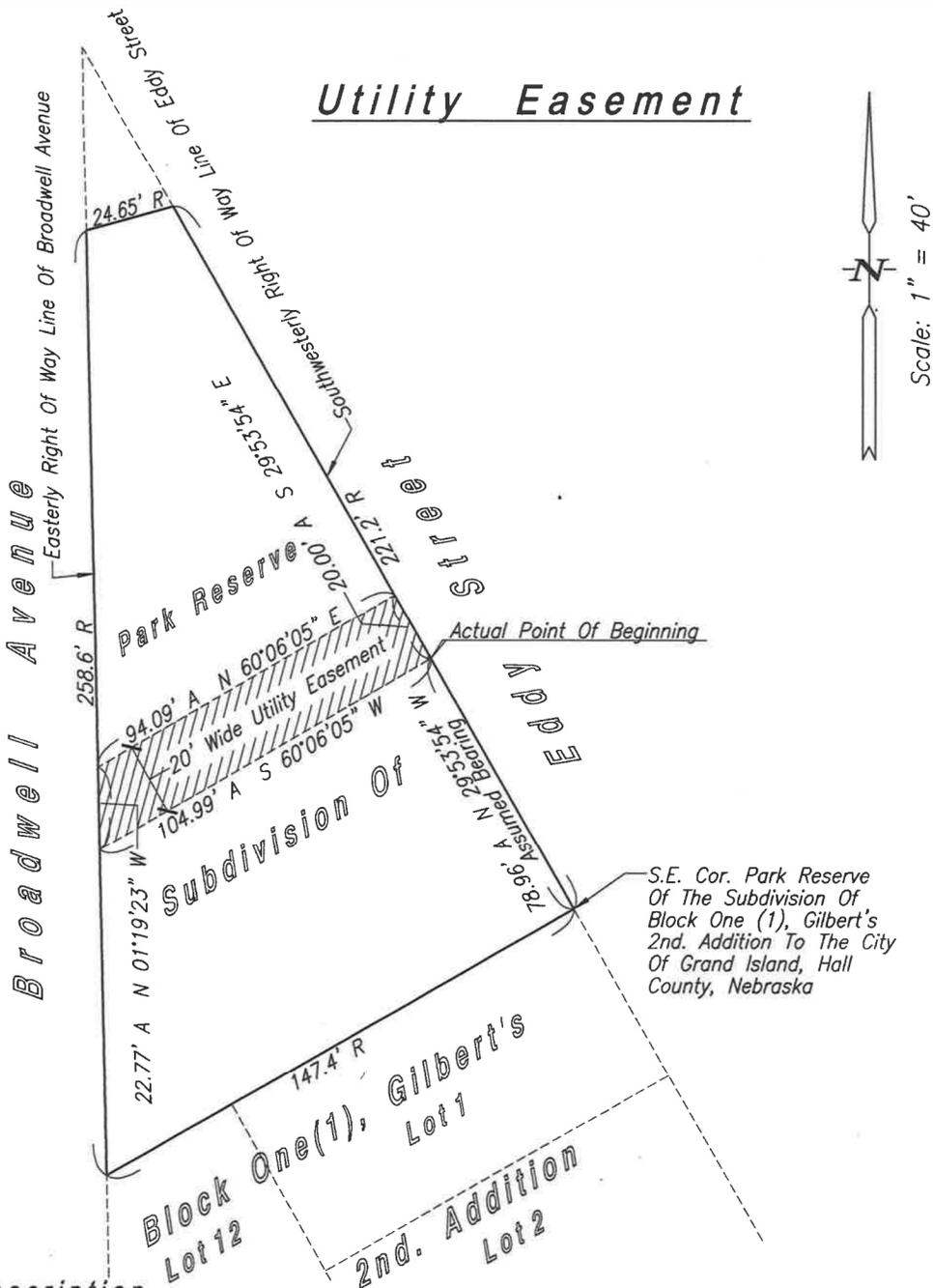
Roger G. Steele, Mayor

Attest:

---

RaNae Edwards, City Clerk

# Utility Easement



**Description**

A tract of land comprising a part of the Park Reserve of the Subdivision of Block One (1), Gilbert's 2nd. Addition to the City of Grand Island, Hall County, Nebraska, more particularly described as follows:  
 Beginning at the southeast corner of said Park Reserve of the Subdivision of Block One (1), Gilbert's 2nd. Addition, said point also being on the southwesterly right of way line of Eddy Street; thence running northwesterly along the northeasterly line of said Park Reserve of the Subdivision of Block One (1), Gilbert's 2nd. Addition, and the southwesterly right of way line of Eddy Street, on an Assumed Bearing of N29°53'54"W, a distance of Seventy Eight and Ninety Six Hundredths (78.96) feet, to the ACTUAL point of beginning; thence running S60°06'05"W, a distance of One Hundred Four and Ninety Nine Hundredths (104.99) feet, to a point on the westerly line of said Park Reserve of the Subdivision of Block One (1), Gilbert's 2nd. Addition and to a point on the easterly right of way line of Broadwell Avenue; thence running N01°19'23"W, along the west line of said Park Reserve of the Subdivision of Block One (1), Gilbert's 2nd. Addition and the easterly right of way line of Broadwell Avenue, a distance of Twenty Two and Seventy Seven Hundredths (22.77) feet; thence running N60°06'05"E a distance Ninety Four and Nine Hundredths (94.09) feet, to a point on the easterly line of said Park Reserve of the Subdivision of Block One (1), Gilbert's 2nd. Addition and to a point on the westerly right of way line of Eddy Street; thence running S29°53'54"E, along the easterly line of said Park Reserve of the Subdivision of Block One (1), Gilbert's 2nd. Addition and the westerly right of way line of Eddy Street, a distance of Twenty (20.00) feet, to the ACTUAL point of beginning and containing 0.046 acres more or less.

EXHIBIT "A"

2510 NORTH WEBB ROAD, GRAND ISLAND, NEBRASKA 68802 P.O. BOX 549  
 E-MAIL [surveyor@computer-concepts.com](mailto:surveyor@computer-concepts.com) PHONE (308) 382-1472 FAX (308) 382-1423

DATE: 4/28/2021



# City of Grand Island

Tuesday, June 22, 2021

Council Session

## Item G-6

**#2021-139 - Approving Bid Award - 115 kV Relay Setting - 2021**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# Council Agenda Memo

**From:** Timothy Luchsinger, Utilities Director  
Stacy Nonhof, Interim City Attorney

**Meeting:** June 22, 2021

**Subject:** 115kV Relay Setting - 2021

**Presenter(s):** Timothy Luchsinger, Utilities Director

## Background

The Grand Island Electric System utilizes a 115,000-volt transmission loop that connects eight substations around the city. This transmission loop is protected by relaying that monitors the power flowing on these lines. The Utilities Department is in the process of replacing aging relaying around the loop. These relays use internal calculations in real time to determine if the power is flowing safely. These calculations can vary greatly based on the length and construction of the line, and all electrical equipment connected to that line. When correctly configured, these relays are capable of isolating faulted lines quickly and without outages on unaffected equipment.

The Utilities Department does not have the software or personnel available to model the system and determine the proper relay settings. When considering reliability as the primary driver, it is desirable to have someone with extensive specialized experience perform this modeling and develop the settings for the new relays.

## Discussion

Bids were received by the City of June 1, 2021, for the contract labor and materials for the 115kV Settings – 2021. The two bids received were:

Bidder	Bid Price
Mesa Associates, Inc. Knoxville, Tennessee	\$ 77,140.00
SynchroGrid College Station, Texas	\$107,000.00

The engineer's estimate for this contract is \$85,000.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the bid from Mesa Associates, Inc., of Knoxville, Tennessee, for 115kV Relay Setting – 2021, in the amount of \$77,140.00.

## **Sample Motion**

Move to approve the bid from Mesa Associates, Inc., for the 115kV Relay Setting – 2021, in the amount of \$77,140.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** June 1, 2021 at 2:00 p.m.  
**FOR:** 115 kV Relay Setting Proposal 2021  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$85,000.00  
**FUND/ACCOUNT:** 52001092-59200  
**PUBLICATION DATE:** May 4, 2021  
**NO. POTENTIAL BIDDERS:** 6

**SUMMARY**

<b>Bidder:</b>	<u>Mesa Associates, Inc.</u> Knoxville, TN	<u>SynchroGrid</u> College Station, TX
<b>Bid Security:</b>	Cashier Check	Cashier's Check
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>	\$77,140.00	\$107,000.00

cc: Tim Luchsinger, Utilities Director  
Jerry Janulewicz, City Administrator  
Stacy Nonhof, Purchasing Agent

Pat Gericke, Utilities Admin. Assist.  
Patrick Brown, Finance Director  
Travis Spiehs, Electrical Engineer

**P2281**

RESOLUTION 2021-139

WHEREAS, the City of Grand Island invited bids for 115kV Relay Setting - 2021, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on June 1, 2021, bids were received, opened and reviewed; and

WHEREAS, Mesa Associates, Inc., of Knoxville, Tennessee, 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 \$77,140.00; and

WHEREAS, the bid of Mesa Associates, Inc., is than the estimate for 115 Relay Setting – 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Mesa Associates, Inc., the amount of \$77,140.00 for 115 kV Relay Setting - 2021, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 22, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☒ _____
June 17, 2021	☒ City Attorney



# City of Grand Island

Tuesday, June 22, 2021

Council Session

## Item G-7

### **#2021-140 - Approving Bid Award - Water Storage Tank Maintenance Program**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# Council Agenda Memo

**From:** Timothy G. Luchsinger, Utilities Director  
Stacy Nonhof, Interim City Attorney

**Meeting:** June 22, 2021

**Subject:** Water Storage Tank Maintenance Program

**Presenter(s):** Timothy G. Luchsinger, Utilities Director

## Background

The City water system has five water storage tanks used to store water for daily use and emergencies. The tanks require periodic maintenance of interior and exterior washes, and painting to maintain the appearance and structural integrity of the tanks. In the past, department staff have performed washes and hired contractors to complete painting renovations. This method of maintenance requires special budgeting when inspections determined when repainting would need to be completed. By contracting with a tank maintenance contractor, the annual budget can be leveled for complete maintenance of the storage tanks. All cleanings, repairs, and repainting will be included in the tank maintenance program.

Engineering staff developed a specification for proposals on tank maintenance programs for each of the five tanks, Burdick Reservoir, Rogers #1 Reservoir, Rogers #2 Reservoir, Kimball Reservoir, and Olson Tower.

## Discussion

A Request for Proposal was advertised and sent to three potential vendors. Three proposals were received and opened on April 8, 2021.

Bidder	Total Annual Proposal
SUEZ Atlanta, Georgia	\$257,728.00
Viking Industrial Painting Omaha, Nebraska	\$169,651.00
Maguire Iron, Inc. Sioux Falls, South Dakota	\$160,569.00

The proposals were evaluated by engineering staff on multiple criteria. All evaluations found Maguire Iron, Inc., to have the best proposal for the Water System Tank Maintenance Program.

### **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 presented in this motion

### **Recommendation**

City Administration recommends that the Council award the proposal for the Water Tank Maintenance Program to Maguire Iron, Inc., of Sioux Falls, South Dakota, for all five tanks for a period of no less than ten years with an annual sum of \$160,569.00, adjusted annually.

### **Sample Motion**

Move to approve the proposal from Maguire Iron, Inc., of Sioux Falls, South Dakota, for the Water Tank Maintenance program in the annual amount of \$160,569.00, adjusted annually, for a period of no less than ten years.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
WATER STORAGE TANK MAINTENANCE PROGRAM**

**RFP DUE DATE:** April 8, 2021 at 4:00 p.m.

**DEPARTMENT:** Utilities

**PUBLICATION DATE:** March 6, 2021

**NO. POTENTIAL BIDDERS:** 3

**PROPOSALS RECEIVED**

**Maguire Iron, Inc.**  
Sioux Falls, SD

**Utility Service Co., Inc.**  
Perry, GA

**Viking Industrial Painting**  
Omaha, NE

cc: Tim Luchsinger, Utilities Director  
Jerry Janulewicz, City Administrator  
Stacy Nonhof, Purchasing Agent  
Karen Nagel, Utilities Secretary

Pat Gericke, Utilities Admin. Assist.  
Patrick Brown, Finance Director  
Lynn Mayhew, Assist. Utilities Director

**P2262**

## Grand Island, NE

Tank	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
Burdick Reservoir Estimated Scheduled of Work	Washout / ROV Inspection Any Needed Repairs Emergency Service	Visual Inspection and emergency repairs	Visual Inspection and emergency repairs	Washout / ROV Inspection Any Needed Repairs Emergency Service	Exterior Pressure Wash Cleaning	Visual Inspection and emergency repairs	Washout / ROV Inspection Any Needed Repairs Emergency Service	Visual Inspection and emergency repairs	Visual Inspection and emergency repairs	Washout / ROV Inspection Any Needed Repairs Emergency Service	Exterior Renovations and Interior Renovation	Visual Inspection and emergency repairs	Washout / ROV Inspection Any Needed Repairs Emergency Service	Visual Inspection and emergency repairs	Visual Inspection and emergency repairs	Exterior Pressure Wash Cleaning and Interior Cleaning	Visual Inspection and emergency repairs	No Service	Washout / ROV Inspection Any Needed Repairs Emergency Service	No Service
Olson Estimated Scheduled of Work	Visual Inspection and emergency repairs	Visual Inspection and emergency repairs	Washout / ROV Inspection Any Needed Repairs Emergency Service	Visual Inspection and emergency repairs	Visual Inspection and emergency repairs	Exterior Pressure Wash Cleaning and Interior Cleaning	Visual Inspection and emergency repairs	Visual Inspection and emergency repairs	Washout / ROV Inspection Any Needed Repairs Emergency Service	Visual Inspection and emergency repairs	Visual Inspection and emergency repairs	Washout / ROV Inspection Any Needed Repairs Emergency Service	Exterior Renovations and Interior Renovation	Visual Inspection and emergency repairs	Washout / ROV Inspection Any Needed Repairs Emergency Service	Visual Inspection and emergency repairs	Visual Inspection and emergency repairs	Washout / ROV Inspection Any Needed Repairs Emergency Service	Visual Inspection and emergency repairs	Visual Inspection and emergency repairs
Rogers Reservoir #2 Estimated Scheduled of Work	Exterior Pressure Wash Cleaning	Visual Inspection and emergency repairs	Visual Inspection and emergency repairs	Washout / ROV Inspection Any Needed Repairs Emergency Service	Visual Inspection and emergency repairs	Visual Inspection and emergency repairs	Washout / ROV Inspection Any Needed Repairs Emergency Service	Exterior Renovation	Visual Inspection and emergency repairs	Washout / ROV Inspection Any Needed Repairs Emergency Service	Visual Inspection and emergency repairs	Visual Inspection and emergency repairs	Exterior Pressure Wash Cleaning and Interior Cleaning	Visual Inspection and emergency repairs	Visual Inspection and emergency repairs	Washout / ROV Inspection Any Needed Repairs Emergency Service	Visual Inspection and emergency repairs	Visual Inspection and emergency repairs	Exterior Renovation	Visual Inspection and emergency repairs
Rogers Reservoir #1 Estimated Scheduled of Work	Washout / ROV Inspection Any Needed Repairs Emergency Service	Visual Inspection and emergency repairs	Visual Inspection and emergency repairs	Exterior Renovation with Washout	Visual Inspection and emergency repairs	Visual Inspection and emergency repairs	Washout / ROV Inspection Any Needed Repairs Emergency Service	Visual Inspection and emergency repairs	Exterior Renovations and Interior Renovation	Visual Inspection and emergency repairs	Visual Inspection and emergency repairs	Washout / ROV Inspection Any Needed Repairs Emergency Service	Visual Inspection and emergency repairs	Visual Inspection and emergency repairs	Exterior Pressure Wash Cleaning and Interior Cleaning	Visual Inspection and emergency repairs	Visual Inspection and emergency repairs	Washout / ROV Inspection Any Needed Repairs Emergency Service	Visual Inspection and emergency repairs	Visual Inspection and emergency repairs
Kimball Reservoir Estimated Schedule of Work	Washout / ROV Inspection Any Needed Repairs Emergency Service	No Service	No Service	Washout / ROV Inspection Any Needed Repairs Emergency Service	No Service	No Service	Washout / ROV Inspection Any Needed Repairs Emergency Service	No Service	No Service	Washout / ROV Inspection Any Needed Repairs Emergency Service	No Service	No Service	Washout / ROV Inspection Any Needed Repairs Emergency Service	No Service	No Service	Washout / ROV Inspection Any Needed Repairs Emergency Service	No Service	No Service	Washout / ROV Inspection Any Needed Repairs Emergency Service	No Service

RESOLUTION 2021-140

WHEREAS, the City of Grand Island invited proposals for a Water Storage Maintenance Program, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on April 8, 2021, proposals were received, opened and reviewed; and

WHEREAS, Maguire Iron, Inc., of Sioux Falls, South Dakota, submitted a proposal in accordance with the terms of the advertisement and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$160,569.00, adjusted annually, for a period of ten years; and

WHEREAS, the proposal of Maguire Iron, Inc., has been evaluated by engineering staff to be the best proposal for the Water Storage Maintenance Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from Maguire Iron, Inc., in the amount of \$160,569.00, adjusted annually for the next ten years, for the Water Storage Maintenance Program, is hereby approved as the lowest responsible proposal, and the Mayor is authorized to sign the contracts on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 22, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☒ _____
June 17, 2021	☒ City Attorney



# City of Grand Island

Tuesday, June 22, 2021

Council Session

## Item G-8

**#2021-141 - Approving Bid Award - Electrostatic Precipitator  
Transformer-Rectifier**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# Council Agenda Memo

**From:** Timothy G. Luchsinger, Utilities Director  
Stacy Nonhof, Interim City Attorney

**Meeting:** June 22, 2021

**Subject:** Electrostatic Precipitator Transformer-Rectifier Replacement

**Presenter(s):** Timothy G. Luchsinger, Utilities Director

## Background

Platte Generating Station operates with an electrostatic precipitator designed to remove fly ash from the flue gas of a coal-fired boiler. The system, implemented in 1983, is designed such that an electric potential is created onto collecting plates and discharge electrodes. These plates and electrodes then attract particulate matter to them. After collecting the particulate matter, a system of rappers is used to “shake” the collected particulate off into a collecting chamber. In order to abide by the EPA regulations, the electrostatic precipitator needs to be running at optimal efficiency.

The transformer-rectifier is the main component that creates the high electric potential needed to attract the fly ash. After being in service for almost 40 years, three need to be replaced. The tanks that hold the insulating oil, rectifier, and the high step-up transformer are showing signs of severe rust near the bottom. At some point the rust could cause the oil to leak through and cause the transformer to overheat and fail.

## Discussion

Specifications for the Electrostatic Precipitator Transformer-Rectifier Replacement were advertised and issued for bid in accordance with the City purchasing code. Bids were publicly opened on June 8, 2021. The engineer’s estimate for this project was \$150,000.00.

Bidder	Bid Price
The Babcock & Wilcox Company Newport News, Virginia	\$270,337.00
Redkoh Industries Hillsborough, New Jersey	\$162,000.00
NWL, Inc. Bordentown, New Jersey	\$161,950.00

Bids were reviewed by plant engineering staff. During the site inspection, a couple of the tanks were found to be severely rusted. The contractors added the cost to fabricate a containment in the event the bottoms of the tanks give out during removal. This cost was not included in the engineers estimate, however, is needed for safe removal of the transformer-rectifier.

The cost to perform this work is included in the annual operational and maintenance budget and within the annual budget for maintenance of this type. Since this project is not a capital construction project and rather an operation and maintenance expense that has sufficient funding budgeted, the engineering staff recommends an adjustment to the engineer's estimate by the department head. The Department can show that these funds have been appropriated for this work and that this decision will be fiscally responsible.

Redkoh and The Babcock & Wilcox Company could not comply with the required schedule constraints. NWL Inc., was otherwise found compliant with the specifications and approximately 7.4% higher than the engineer's estimate.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that Council award the contract for the Electrostatic Precipitator Transformer-Rectifier Replacement to NWL Inc., of Bordentown, New Jersey, as the low responsive bidder, with the bid in the amount of \$161,950.00.

### **Sample Motion**

Move to approve the bid in the amount of \$ 161,950.00 for the Electrostatic Precipitator Transformer-Rectifier Replacement to NWL Inc.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** June 8, 2021 at 2:00 p.m.  
**FOR:** Electrostatic Precipitator Transformer-Rectifier  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$150,000.00  
**FUND/ACCOUNT:** 520  
**PUBLICATION DATE:** May 19, 2021  
**NO. POTENTIAL BIDDERS:** 3

**SUMMARY**

<b>Bidder:</b>	<u>NWL Transformers, Inc.</u> Bordentown, NJ	<u>Redkoh Industries, Inc.</u> Hillsborough, NY
<b>Bid Security:</b>	Check	Check
<b>Exceptions:</b>	None	Noted
<b>Bid Price:</b>		
<b>Materials:</b>	\$125,500.00	\$86,500.00
<b>Installation:</b>	\$ 24,057.00	\$15,000.00
<b>Labor:</b>	\$ 12,393.00	\$60,500.00
<b>Sales Tax:</b>	\$ -0-	-0-
<b>Total Bid:</b>	\$161,950.00	\$162,000.00

<b>Bidder:</b>	<u>Babcock &amp; Wilcox</u> Akron, OH
<b>Bid Security:</b>	Berkley Insurance Co.
<b>Exceptions:</b>	Noted
<b>Bid Price:</b>	
<b>Materials:</b>	\$ 70,422.00
<b>Installation:</b>	\$192,015.00
<b>Labor:</b>	Included Above
<b>Sales Tax:</b>	\$ 5,280.00
<b>Total Bid:</b>	\$270,337.00

cc: Tim Luchsinger, Utilities Director

Pat Gericke, Utilities Admin. Assist.

Jerry Janulewicz, City Administrator  
Stacy Nonhof, Purchasing Agent  
Karen Nagel, Utilities Secretary

Patrick Brown, Finance Director  
Ryan Kruse, Production Engineer

**P2286**

RESOLUTION 2021-141

WHEREAS, the City of Grand Island invited sealed bids Electrostatic Precipitator Transformer-Rectifier Replacement, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on June 8, 2021, bids were received, opened and reviewed; and

WHEREAS, NWL, Inc., of Bordentown, New Jersey, 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 \$161,950.00; and

WHEREAS, during the site inspection, a couple of the tanks were found to be severely rusted, and the contractors added the cost to fabricate a containment in the event the bottoms of the tanks give out during removal; and

WHEREAS, the cost of the containment was not included in the Engineer's Estimate, it is needed for the safe lowering of the Transformer-Rectifier; and

WHEREAS, the cost to perform this work is included in the annual Operational and Maintenance budget and within the annual budget for maintenance of this type.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of NWL, Inc., in the amount of \$161,950.00, is hereby approved as the lowest responsible bid.

---

Adopted by the City Council of the City of Grand Island, Nebraska, June 22, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☐ _____
June 17, 2021	☐ City Attorney



# City of Grand Island

Tuesday, June 22, 2021

Council Session

## Item G-9

**#2021-142 - Approving Bobcat Excavator Lease Agreement for the Utilities Underground Division**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

**From:** Tim Luchsinger, Utilities Director  
Stacy Nonhof, Interim City Attorney

**Meeting:** June 22, 2021

**Subject:** Approving Lease Agreement for Bobcat Excavator

**Presenter(s):** Tim Luchsinger, Utilities Director

## **Background**

The Grand Island Utilities Department Underground Division routinely installs new underground electrical infrastructure for new residential, commercial and industrial developments. Oftentimes, crews are installing infrastructure in multiple locations at once. Up until a couple of years ago, the Division was able to keep up with the amount of work with a single backhoe that is owned by the Department, however, the last several years have been exceptionally busy and required the rental of a small excavator to allow more crew flexibility. During calendar year 2020, approximately \$14,000 was spent on weekly and monthly rental charges for this unit. A less costly option was presented as an annual lease of the unit for \$5,800.00.

## **Discussion**

The pricing of the lease is based upon Sourcewell, a government pricing organization. Bobcat is responsible for any repairs to the unit. Grand Island Utilities would only need to perform routine maintenance such as oil changes. The annual cost is significantly lower than the charges incurred during 2020 for the rental of the unit.

## **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 a future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve the lease agreement with Hometown Leasing for the amount of \$5,800.00.

## **Sample Motion**

Move to approve the lease agreement with Hometown Leasing for the amount of \$5,800.00.

## GOVERNMENT OBLIGATION CONTRACT

**Obligor**

City of Grand Island Utilities Department  
1116 W.N. Front ST  
Grand Island, NE 68801

**Obligee**

Hometown Leasing  
P.O. Box 908  
Grand Island NE 68802

Dated as of April 1, 2021

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above, Obligee desires to finance the purchase of the Equipment described in Exhibit A of Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract, which are set forth below.

### I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“Additional Schedule” refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee, all of which relate to the financing of additional Equipment.

“Budget Year” means the Obligor’s fiscal year.

“Commencement Date” Is the date when Obligor’s obligation to pay Contract Payments begins.

“Contract” means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

“Contract Payments” means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

“Contract Term” means the Original Term and all Renewal Terms.

“Exhibit” includes all Exhibits attached hereto, and any “Additional Schedule”, whether now existing or subsequently created.

“Equipment” means all of the items of Equipment listed of Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

“Government” as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended (“Code”), or a constituted authority or district authorized to Issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

“Obligee” means the entity originally listed above as Obligee or any of its assignees.

“Obligor” means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

“Original Term” means the period from the Commencement Date until the end of the Budget Year of Obligor.

“Renewal Term” means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor’s Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

“State” means the state which Obligor is located.

### II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

- (a) Obligor Is an “issuer of tax exempt obligations” because Obligor is the State or a political subdivision of the state within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the “Code”) or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the constitution and Laws of the State to enter into this Contract and have used and followed all proper procedure of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the obligor cease to be an issuer of tax exempt obligations, or should the obligation of the Obligor created under this contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after-tax

yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.

- (f) Obligor has never non-appropriated funds under a contract similar to this Contract.
- (g) Obligor will submit to the Secretary of Treasury an information reporting statement as required by the Code.
- (h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. as amended and supplemented.
- (j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (m) Obligor owns free and clear of any liens any additional collateral pledged, subject only to the lien described herein; Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment and any additional collateral except those created by the Contract.

Section 2.02 Escrow Agreement in the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for the credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

### **III. Acquisition of Equipment, Contract Payments and the Purchase Option Price**

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Execution of the Certificate of Acceptance or, alternatively, Payment Request and Equipment Acceptance Form, by a duly authorized representative of Obligor, shall constitute acceptance of the Equipment on behalf of the Obligor.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer or ACH. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

Section 3.03 CONTRACT PAYMENTS UNCONDITIONAL. Except as provided under Section 4.01 THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition, to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee, the Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Terms. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.d.1 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this contract then the contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the contract payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT

A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT, NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

**IV. Non-Appropriation**

**Section 4.01 Non-Appropriation.** If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contact Payments for the next Renewal Term, such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligee as provided herein and conveyed to Obligee or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligee as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Obligee as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Obligee as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligee, then Obligee may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred. If Obligor non-appropriates under this section, then Obligor shall not purchase, lease, or rent Equipment performing same or similar functions to those performed by the Equipment for a period of 360 days unless otherwise prohibited by public policy considerations.

**V. Insurance, Damage, Insufficiency of Proceeds**

**Section 5.01 Insurance.** Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the Insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligee with a certificate of Insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard, extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed, such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Terms.

**Section 5.02 Damage to or Destruction of Equipment.** Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all Insurance proceeds. At the option of Obligee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

**Section 5.03 Insufficiency of Net Proceeds.** If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement

and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any Possession, use, operation, condition or shortage of any Equipment by Obligor, which is proximately caused by the negligent, conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligee that in anyway relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

#### **VI. Title and Security Interest**

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contact, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligee, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

#### **VII. Assignment**

Section 7.01 Assignment by Obligee. All of Obligee's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligee or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligee approves of such assignment in writing before such assignment occurs.

#### **VIII. Maintenance of Equipment**

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligee shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligee is listed as first lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act 42, U.S.C. 6901 et. seq. Obligor agrees that Obligee or its Assignee may execute any additional documents including financing statements, affidavits, notices and similar instruments, for and on behalf of Obligor which Obligee deems necessary or appropriate to protect Obligee's interest in the Equipment and in this Contract. Obligor shall allow Obligee to examine and inspect the Equipment at all reasonable times.

#### **IX. Default**

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligees that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligees may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is to Obligor by Obligees, unless Obligees agrees in writing to an extension of time. Obligees will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligees under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligees.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Obligees shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligees may declare all Contract payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Obligees may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligees as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligees may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligees has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligees may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligees for all costs incurred by Obligees in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligees is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

- (a) Surrender: The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligees in the event of a default or a non-appropriation by delivering the Equipment and any additional collateral to the Obligees to a location accessible by common carrier and designated by Obligees. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligees all tangible items constituting such software. At Obligees's request, Obligor shall also certify in a form acceptable to Obligees that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligees and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) Delivery: The Equipment and any additional collateral shall be delivered to the location designated by the Obligees by a common carrier unless the Obligees agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligees's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligees. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligees the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer at vendor and the

Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.

- (c) Condition: When the Equipment is surrendered to the Obligees it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligees to sell or lease it to a third party and be free of all liens. If Obligees reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligees may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligees for all amount is reasonably expended in connection with the foregoing.
- (d) Storage: Upon written request by the Obligees, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed sixty (60) days after the expiration of the Contract Term before returning it to the Obligees. The Obligor shall arrange for the Insurance described to continue in full force and effect with respect to such item during its storage period and the Obligees shall reimburse the Obligor on demand for the incremental premium cost of providing such Insurance.

#### **X. Miscellaneous**

Section 10.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective place of business at first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligees or its assigns unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligees's satisfaction, and Obligees has executed the Contract. Thereafter, this Contract shall insure to the benefit of and shall be binding upon Obligees and Obligor and their respective successors and assigns.

Section 10.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement by Obligees and Obligor. Furthermore, Obligees reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligees for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 10.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 10.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligees and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligees. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 10.08 Entire Writing. This Contract constitutes the entire writing between Obligees and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties; and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligees and will not apply to this Contract.

Section 10.09 Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(1) of the Internal Revenue Code of 1986 as amended (the "Code"), the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265 (b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligation issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations". In compliance with the requirements of Section 265 (b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265 (b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

Section 10.10 Acceptance of Equipment Certification. By signing and attesting directly below, Obligor hereby certifies that the Equipment described directly below in Exhibit A has been delivered and installed in accordance with Obligor's specifications. Obligor further certifies that they have conducted such inspection and/or testing of the Equipment as it deems necessary and hereby acknowledges that it accepts the Equipment for all intended purposes.

Section 10.11 Resolution and Authorization. By signing and attesting directly below, Obligor hereby warrants and certifies that the Governing Body of the Obligor at either a special or regular meeting or through some other approved method of authorization has determined that this Contract is in the best interests of the Obligor and the Governing Body did at such meeting or through some other approval method approve the entering into the Contract by the Obligor and specifically designated and authorized the individual(s) who have signed directly below to execute this Contract on Obligor's behalf along with any related documents (including any Escrow Agreement) necessary to the consummation of the transaction contemplated by the Contract.

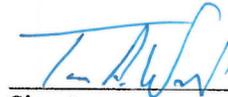
Section 10.12 Equipment Usage. Obligor hereby warrants a maximum of 300 hours or usage. Overage may be charged at \$15/machine hour, or partial hour.

City of Grand Island Utilities Department,  
Grand Island, NE (Obligor)

Hometown Leasing

\_\_\_\_\_  
Signature

Roger Steele, Mayor  
Printed Name and Title



\_\_\_\_\_  
Signature

Tim Wojcik, President  
Printed Name and Title

\_\_\_\_\_  
Attested by Authorized Individual:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

RESOLUTION 2021-142

WHEREAS, the Grand Island Utilities Department, Underground Division routinely installs new underground electrical infrastructure for new residential, commercial and industrial developments; and

WHEREAS, crews are installing infrastructure in multiple locations at one time, and more than one backhoe excavator is needed; and

WHEREAS, the last several years have been exceptionally busy requiring the occasional rental of a small excavator to allow for more crew flexibility, and during 2020, approximately \$14,000.00 was spent on weekly and monthly rental charges for this unit; and

WHEREAS, a less expensive option would be an annual lease of the equipment for \$5,800.00 based upon Sourcewell, a government pricing organization.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Lease for the Bobcat Excavator for the Utilities Department, Underground Division is approved, and the Mayor is hereby authorized to sign the lease on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 22, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☒ _____
June 17, 2021	☒ City Attorney



# City of Grand Island

Tuesday, June 22, 2021

Council Session

## Item G-10

**#2021-143 - Approving Resolution Directing Property Owner to Repair Sidewalk at 1208 N Broadwell Avenue**

Staff Contact: John Collins, P.E. - Public Works Director

# Council Agenda Memo

**From:** Keith Kurz PE, Assistant Public Works Director

**Meeting:** June 22, 2021

**Subject:** Resolution Directing Property Owner to Repair Sidewalk at 1208 N Broadwell Avenue

**Presenter(s):** John Collins PE, Public Works Director

## Background

On June 8, 2020, Public Works Administration received a Sidewalk Cost Share Program Application from Sofia A. Montanez for the property at 1208 N Broadwell Avenue. Such application was reviewed and deemed eligible for the program, with an Engineering Technician marking out the sidewalk panels that do not comply with the Americans with Disabilities Act (ADA). On June 16, 2020 an approval letter was emailed to Ms. Montanez, noting the amount the City would contribute to the necessary sidewalk repairs.

As of February 4, 2021 the necessary sidewalk repairs had not been made, therefore the matter was referred to Code Enforcement. A thirty (30) day letter was sent to the property owner on February 4, 2021 with no action taken during the given timeframe and attempts to reach the property owner in person and by phone unsuccessful. On March 12, 2021 the Code Enforcement Officer issued another notice at the property, which received a reply from the owner's daughter. There was confusion on the part of the property owner, with the thought that the City would make the necessary sidewalk repairs. The Code Enforcement Officer explained that the City doesn't do such work and it would need to be privately contracted. On March 25, 2021 the property owner's daughter notified the Code Enforcement Officer that they have not been able to find anyone to complete the work. As of April 4, 2021 the necessary repairs have not been made. Other properties have been awarded sidewalk cost share funds and have completed the necessary repairs in the time this case has been worked.

April 19, 2021 a letter was sent to the property owner concerning necessary repairs to the sidewalk at 1208 N Broadwell Avenue (Lot 16, Block 1, Boggs and Hill's Addition to the City of Grand Island, Hall County, Nebraska). The letter stated the matter of uncompleted sidewalk repairs at 1208 N Broadwell Avenue would be presented to City Council on May 11, 2021 to prevent accident or injury to citizens using the sidewalk. Section 32-58 of the City Code and Section 16-662 R.S. Nebraska Statues, make the property owner responsible for repairing sidewalks adjacent to their property.

To allow further time for the property owner to make contact with the Public Works Department for a plan regarding the sidewalk repairs a letter was sent stating the matter was rescheduled for the June 22, 2021 City Council meeting.

### **Discussion**

The Public Works Department is requesting that a resolution be passed giving the property owner 15 days to obtain the sidewalk permit and 15 days from issuance of such permit to complete the repairs of the sidewalk at 1208 N Broadwell Avenue (Lot 16, Block 1, Boggs and Hill's Addition to the City of Grand Island, Hall County, Nebraska), as this is a public safety concern.

If the property owner fails to either obtain the sidewalk permit in the 15 day timeframe or complete the necessary repairs 15 days after such permit is issued, the City of Grand Island will take steps to make the necessary repairs with all costs being the responsibility of the property owner.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve a resolution directing the property owner to obtain a permit and repair the sidewalk located at 1208 N Broadwell Avenue (Lot 16, Block 1, Boggs and Hill's Addition to the City of Grand Island, Hall County, Nebraska).

### **Sample Motion**

Move to approve a resolution directing the property owner to obtain a sidewalk permit and repair the sidewalk.



*Working Together for a  
Better Tomorrow, Today*

June 15, 2020

Ms. Sofia A. Montanez  
1208 N Broadwell Avenue  
Grand Island, NE 68803

RE: Sidewalk Cost Share Program @ 1208 N Broadwell Avenue

The City of Grand Island is pleased to inform you that your application for the Sidewalk Cost Share Program has been approved.

Enclosed you will find an aerial exhibit showing the area deemed as non-compliant with the American with Disabilities Act (ADA), which the City will cost share in repairing. When you are ready to obtain quotes, or begin work, please contact our office and removals will be marked on the sidewalk showing the City cost share portion of the repairs, if desired. Below you will find the City's estimate of such work to be done, which will be reimbursed to you at 50%, or \$822.50, within thirty (30) days of completion of the project and final approved inspection.

Cost Estimate:

Description	Quantity	Unit Price	Total Price
Remove Sidewalk	235.0 s.f.	\$2.75/ s.f.	\$646.25
Build 4" Sidewalk	235.0 s.f.	\$4.25/ s.f.	\$998.75

Total= \$1,645.00

Please remember you are required to obtain a Right-of-Way permit from the Public Works Administration office prior to commencement of sidewalk work. The fee for such permit is \$25.00.

If you have any questions, or to obtain the necessary permit, please call our office at 308-385-5455.

Sincerely,

Keith Kurz, P.E.  
Assistant Public Works Director

KK/CD/cd

Enclosures



3 PANELS ELIGIBLE  
FOR CITY COST SHARE  
(APPROXIMATELY 52 SF)

11 PANELS ELIGIBLE  
FOR CITY COST SHARE  
(APPROXIMATELY 183 SF)

DRIVEWAY APRONS  
OUTSIDE OF PUBLIC  
WALKWAYS INELIGIBLE

12TH STREET

BROADWELL AVENUE



### CITY SIDEWALK COST SHARE PROGRAM

1208 NORTH BROADWELL AVENUE  
GRAND ISLAND, NEBRASKA



RESOLUTION 2021-143

WHEREAS, the City has the authority under Neb. Rev. Stat., §16-662 and Section 32-58 of the City Code, to direct the repair and replacement of sidewalks by owners of the abutting property; and

WHEREAS, the sidewalk abutting 1208 N Broadwell Avenue, legally described as Lot 16, Block 1, Boggs and Hill's Addition to the City of Grand Island, Hall County, Nebraska, has been determined to be in need of repair and replacement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that notice be sent to the property owner to obtain a sidewalk permit within 15 days and within 15 days of such permit issuance to make the necessary repairs to the sidewalk abutting the property located at 1208 N Broadwell Avenue (Lot 16, Block 1, Boggs and Hill's Addition to the City of Grand Island, Hall County, Nebraska). If the property owner fails to either obtain the sidewalk permit in the 15 day timeframe or complete the necessary repairs within 15 days of such permit issuance, the City will cause the work to be done and assess the cost against the property.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 22, 2021.

---

Roger G. Steele, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
June 17, 2021	☒ City Attorney



# City of Grand Island

Tuesday, June 22, 2021

Council Session

## Item G-11

### **#2021-144 - Approving Agreement for the Nebraska Public Transportation Assistance Program**

Staff Contact: John Collins, P.E. - Public Works Director

# Council Agenda Memo

**From:** Charley Falmlen, Transit Program Manager

**Meeting:** June 22, 2021

**Subject:** Approving Agreement for the Nebraska Public Transportation Assistance Program

**Presenter(s):** John Collins PE, Public Works Director

## Background

On June 25, 2019 via Resolution No. 2019-197 City Council approved the agreement between the City and Senior Citizens Industries, Inc. of Grand Island, Nebraska for public transit services. Such approval consisted of an agreement providing compensation to Senior Citizens Industries, Inc (SCI.) in the total amount of \$697,213.17 for the period of July 1, 2019 to June 30, 2020. The City has the option to renew the agreement beyond June 30, 2022 on an annual basis for a two (2) year period, after which time proposals will be solicited. Compensation for the extended service is at the following rates, billed monthly: July 1, 2020 through June 30, 2021- \$718,129.57 annually and July 1, 2021 through June 30, 2022– \$739,673.46 annually. Service will be provided both in the City of Grand Island and County of Hall via a unified system operated by Senior Citizens Industries, Inc.

The Federal Transit Authority's (FTA) 5307 Urbanized Area Formula Grants reimburse a portion of the City of Grand Island's contract with SCI. Additionally, 5307 Urbanized Area Formula Grants reimburse the City for a portion of the public transit project administration conducted by the Public Works Transit Division. FTA reimburses the City for capital expenses at a ratio of 80/20, and operating expenses at a ratio of 50/50.

Funds are available through the State of Nebraska Public Transportation Assistance Program to aid the City in meeting the required matching funds. If awarded, these State funds will be used towards the City's local matching obligation for 5307 Urbanized Area Formula Grants.

Funds from the Nebraska Public Transportation Assistance Program are competitive, and the City must complete a new application every year. On April 14, 2020, via Resolution No. 2020-91, City Council approved applications to be submitted administratively, with the agreement being present to City Council for approval.

Last year, the City of Grand Island was awarded Nebraska Public Transportation Assistance Program funding in the amount \$187,101 for the period of July 1, 2020 to June 30, 2021.

### **Discussion**

On May 17, 2021 the Mayor signed the application requesting State funds in the amount of \$200,820.00 from the Nebraska Public Transportation Assistance Program.

Public Works Transit Division is requesting a resolution to enter into the agreement for matching funds under the Nebraska Public Transportation Assistance program in the amount of \$200,820.00.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the Application for the Nebraska Public Transportation Assistance Program to aid the City in providing public transit services.

### **Sample Motion**

Move to approve the Application for the Nebraska Public Transportation Assistance Program.

# Application for the Nebraska Public Transportation Assistance Program

<b>I</b>	Project Name: <b>Public Transit - Grand Island, Nebraska</b>						
<b>II</b>	<b>SPONSORING CONTRACTOR</b>				<b>VI</b>	<b>DUNS NUMBER</b>	
Legal Name: <b>City of Grand Island</b>					47-6006205		
Address: 100 E 1 <sup>st</sup> Street PO Box 1968 Grand Island, NE 68802					<b>VIII</b>	<b>BUDGET SUMMARY</b>	
					<b>COSTS</b>		
Telephone: <b>308-385-5444</b>					<b>1</b>	Personnel <i>(Enter from Page 6)</i>	\$ 627,300.00
Executive Officer's Name: <b>Roger G. Steele</b>					<b>2</b>	Administrative <i>(Enter from Page 7)</i>	154,440.00
Title: <b>Mayor</b>					<b>3</b>	Special Services <i>(Enter from Page 7)</i>	0.00
<b>III</b>	<b>SUBCONTRACTOR (if any)</b>				<b>4</b>	Building Space and Utilities <i>(Enter from Page 8)</i>	62,500.00
Legal Name: <b>Senior Citizens Industries, Inc</b>					<b>5</b>	Fuel <i>(Enter from Page 8)</i>	78,000.00
Address: 1016 Diers Avenue Suite 119 Grand Island, NE 68803					<b>6</b>	Lubrication, Maintenance, Parts and Supplies <i>(Enter from Page 9)</i>	70,000.00
Telephone: <b>308-646-0069</b>					<b>7</b>	Other <i>(Enter from Page 9)</i>	85,400.00
Executive Officer's Name: <b>Bob McFarland</b>					<b>8</b>	<b>Total Operating Costs</b> <i>(Total of Lines 1-7 above)</i>	<b>\$ 1,077,640.00</b>
Title: <b>Executive Director</b>							
<i>(Check one below)</i>							
<input type="checkbox"/> Private for Profit <input checked="" type="checkbox"/> Private Nonprofit <input type="checkbox"/> Public					<b>INCOME</b>		
<b>IV</b>	Name of Person to be Responsible for Daily Operation of Project: <b>Bob McFarland</b>				<b>9</b>	Project Income <i>(Enter from Page 10)</i>	\$ 0.00
<b>V</b>	<b>IDENTIFY THE PERIOD FOR WHICH FUNDS ARE BEING REQUESTED</b>				<b>10</b>	Net Operating Deficit <i>(Line 8 minus Line 9, if any)</i>	1,077,640.00
<b>FROM</b>			<b>UNTIL</b>				
MONTH	DAY	YEAR	MONTH	DAY	YEAR		
July	1	2021	June	30	2022		
<b>VI</b>	<b>PERSON WHO PREPARED THIS APPLICATION</b>				<b>11</b>	Federal Contribution <i>(Enter from Page 10)</i>	676,000.00
Name: <b>Charley Falmlen</b>					<b>12</b>	Net Eligible Operating Deficit <i>(Line 10 minus Line 11, if any)</i>	\$ 401,640.00
Address: 1016 Diers Avenue Suite 119 Grand Island, NE 68803					<b>13</b>	Local Matching Revenue <i>(Enter from Page 10)</i>	200,820.00
Telephone: <b>308-646-6571</b>					<b>14</b>	<b>State Funds Requested</b>	<b>\$ 200,820.00</b>
<b>NAME AND TITLE OF INDIVIDUAL AUTHORIZED TO COMMIT LOCAL FUNDS TO THIS APPLICATION ON BEHALF OF SPONSORING CONTRACTOR</b>							
Name: <b>Roger G. Steele</b>				Title: <i>(Mayor, City Administrator, Chairman of County Board, or Chairman of Governing Board)</i> <b>Mayor</b>			
Signature: 						Date: <b>5/17/2021</b>	
<b>FOR STATE OFFICE USE ONLY</b>							
Project No.:					Project Period: <b>7/1/21 – 6/30/2022</b>		Project Year: <b>22</b>

## Transportation Service

**Give total number of vehicles in operation. Give type and capacity of vehicles. Also, list whether or not vehicles have wheelchair lifts or ramps for wheelchairs. (Examples of type of vehicle include: transit bus, school bus, van, etc.)**

TYPE OF VEHICLE	NUMBER OF VEHICLES	VEHICLE CAPACITY	VEHICLES WITH WHEELCHAIR LIFTS	VEHICLES WITH WHEELCHAIR RAMPS	VEHICLES WITHOUT LIFTS OR RAMPS
2020 Ford Small Bus	2	14	2	0	0
2014 Dodge Caravan	2	2	0	2	0
2013 Ford Small Bus	1	14	1	0	0
2009 Chevy Small Bus	1	14	1	0	0
2014 Ford Small Bus	1	14	1	0	0
2015 Senator II Small Bus	2	1	4	2	0
2010 Ford Small Bus	3	14	3	0	0
2012 Chevy Van	1	12	0	0	1
Senior Citizens Industries, Inc dba CRANE Public Transit is a portal-to-portal, demand-					

Define the geographical boundaries of the area being provided transportation service. Describe the type and frequency of service (*Dial-a-Ride, scheduled route, etc.*).

Senior Citizens Industries, Inc dba CRANE Public Transit is a portal-to-portal, demand-response service that operates within the city limits of Grand Island while serving the remainder of Hall County including the communities of Alda, Wood River, Cairo, and Doniphan. 24-hour notice is required from an individual needing transportation.

Office hours for CRANE Public Transit are Monday-Friday 7:00 a.m. to 5:30 p.m and Saturdays 9:00 a.m.-3:00 p.m. Buses run from Monday-Friday, 6:00 a.m. to 5:30 p.m., and Saturdays 9:00 a.m. - 3:00 p.m.

## Transportation Service

If your transportation service makes trips outside the geographical boundaries, whether on a regular or irregular basis, please identify the route, destination, and estimated frequency of these trips.

CRANE Public Transit operates demand response service for all of Hall County, including areas outside the Urbanized Area of Grand Island such as Wood River, Cairo, Doniphan, and rural Hall County.

Trips are scheduled 24 hours in advance and upon review of ridership statistics, it is estimated that the rural portion of transit services comprises approximately 8-11% of ridership. Reimbursement for trips outside of the Urbanized Area of Grand Island, are administered by Senior Citizens Industries directly to the State of Nebraska. No funding for trips or service outside of the Urbanized Area of Grand Island are included in this application budget.

What other transportation services exist in the immediate area to be served? *(Include intracity and intercity bus, taxi, AMTRAK service, air transportation, existing special transportation programs and subsidies for elderly, handicapped, low income, or other special groups. Exclude school bus systems.)*

**Burlington Trailways** - Burlington Trailways provides intercity service seven days a week from Grand Island. The bus station is co-located with Arrow Stage Lines in Grand Island. The buses are at the station in Grand Island at 12:50 am, 3:05 am, and 5:30 pm. Agency staff estimates approximately 50 boardings and deboardings occur in Grand Island each month. Popular destinations include Lincoln, Omaha, Des Moines, and Indianapolis. Agency staff report 18 buses are on the road during peak travel periods. The company has 39 vehicles in its fleet. Passengers on Burlington Trailways include many students, elderly, and people on fixed incomes

**Central City Mini Bus - Merrick County** - The Mini Bus operates demand response, curb-to-curb service Monday through Friday from 7:00 am to 4:00 pm. Reservations are required 24-hour in advance. To travel to/from Grand Island, it is \$10 round trip. The agency travels to Grand Island the first Monday of every month. The primary purpose of most passengers traveling from Central City to Grand Island are for medical appointments.

**Ryde Transit**- Ryde Transit is based out of Kearney, operates buses in Buffalo, Adams, Dawson, Franklin, Hamilton, Kearney and Gosper Counties. Ryde provides services from some of said counties to/from Grand Island on a weekly basis. The agency estimates approximately 10,000 annual trips to Grand Island. The majority of trips are for medical appointments in Grand Island. The one-way fare to Grand Island is \$8.00 per person.

**Private Transit Providers** - Other transportation providers within Hall County and Grand Island are private companies such as Camelot Transportation, Action Cab & Courier, and Uber.

### Transportation Service

How will the transportation service which you provide be coordinated with these other transportation systems?

At this point and time, CRANE Public Transit provides a very specific service to Grand Island and the surrounding area. There is little to no coordination taking place between CRANE Public Transit and the other listed organizations, other than on a referral basis.

In the past, CRANE Public Transit partnered with local cab companies and offered taxi vouchers. The funding for said vouchers is no longer available.

In 2017 the Grand Island Area Metropolitan Planning Organization (GIAMPO) along with the City of Grand Island, finished a Transit Needs Analysis. The Transit Needs Analysis pointed to several service addition options, such as ride-share, and vanpool programs, which would be coordinated with the City of Grand Island, and were intended to address some of the shortcomings of the current demand-response system. The City of Grand Island also collaborated with the State of Nebraska for the State's Intercity Study. Rollout of the Intercity Program has been tabled indefinitely.

Describe the fare structure of your transportation system:

CRANE Public Transit operates on a fare structure of \$2.00 per one-way trip.

## Transportation Service

In what way does your system provide for the transportation needs of the elderly and disabled?

CRANE Public Transit offers a service that is public transportation, which includes elderly patrons and persons with disabilities. A wheelchair-accessible vehicle is used for riders in wheelchairs or other mobility devices. The vehicle fleet includes nine lift-equipped buses with a capacity for two wheelchairs each and two lowered floor mini-vans equipped with wheelchair ramps.

CRANE Public Transit offers portal-to-portal service, and therefore drivers are available to help disabled and elderly persons onto and off of the bus. In addition to this, the City of Grand Island maintains a process for riders to request reasonable modifications, which allows for drivers to offer additional assistance as needed.

ITEMIZED BUDGET	<b>PERSONNEL COSTS</b>					
<b>a</b>	<b>b</b>	<b>c</b>	<b>d</b>	<b>e</b>	<b>f</b>	
PERSONNEL JOB TITLE OR CLASSIFICATION	NUMBER OF EMPLOYEES	PROJECT SALARIES  <i>Yearly</i>	EMPLOYER'S SHARE OF FICA  <i>Yearly</i>	FRINGE BENEFITS <i>(Detail in Budget Narrative or Notes)</i>  <i>Yearly</i>	TOTAL PERSONNEL COSTS <i>(Total of Items C, D, &amp; E for each line entry)</i>  <i>Yearly</i>	
Senior Citizens Industires, Inc	17	\$450,100.0 0	\$42,400.00	\$7,500.00	\$500,000.00	
City of Grand Island	2	\$98,000.00	\$6,300.00	\$23,000.00	\$127,300.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
<b>Totals</b>		<b>\$548,100.0 0</b>	<b>\$48,700.00</b>	<b>\$30,500.00</b>	<b>\$627,300.00</b>	
<b>Grand Total of Personnel Costs</b> <i>(Enter on Line VIII-1 of Page 1)</i>					<b>\$627,300.00</b>	

Fringe Benefits include total payment by Senior Citizens Industries of unemployment and worker's compensation benefits.

Project Name:	Public Transit - Grand Island, Nebraska	Fiscal Year:	22
---------------	---	--------------	----

ITEMIZED BUDGET	ADMINISTRATIVE COSTS	
	ITEMIZED DESCRIPTION	COST
	Senior Citizens Industries, Inc	\$148,440.00
	City of Grand Island	\$6,000.00
	<b>Total Administrative Costs</b> (Enter on Line VIII-2 of Page 1)	<b>\$154,440.00</b>

Administrative Costs Budget Narrative or Notes:

Senior Citizens Industries - Training, Office Support, Compliance Support, Administrative Support

City of Grand Island - Travel & Training, Office Supplies, Legal Notices

ITEMIZED BUDGET	SPECIAL SERVICES COSTS	
	ITEMIZED DESCRIPTION	COST
	<b>Total Special Services Costs</b> (Enter on Line VIII-3 of Page 1)	<b>\$0.00</b>

Special Services Costs Budget Narrative or Notes:

Project Name:	Public Transit - Grand Island, Nebraska	Fiscal Year:	22
---------------	---	--------------	----

ITEMIZED BUDGET	BUILDING SPACE AND UTILITIES COSTS	
	ITEMIZED DESCRIPTION	COST
	Senior Citizens Industries, Inc	\$54,000.00
	City of Grand Island	\$8,500.00
	<b>Total Building Space and Utilities Costs</b> (Enter on Line VIII-4 of Page 1)	<b>\$62,500.00</b>

Building Space and Utilities Costs Budget Narrative or Notes:

Senior Citizens Industries - Rent & Utilities

City of Grand Island - Utilities

ITEMIZED BUDGET	FUEL	
	ITEMIZED DESCRIPTION	COST
	Senior Citizens Industries, Inc	\$78,000.00
	<b>Total Fuel</b> (Enter on Line VIII-5 of Page 1)	<b>\$78,000.00</b>

Fuel and Lubrication Costs Budget Narrative or Notes:

Project Name:	Public Transit - Grand Island, Nebraska	Fiscal Year:	22
---------------	---	--------------	----

ITEMIZED BUDGET	LUBRICATION, MAINTENANCE, PARTS AND SUPPLIES COSTS	
	ITEMIZED DESCRIPTION	COST
Maintenance		\$70,000.00
	<b>Total Lubrication, Maintenance, Parts and Supplies Costs</b> <i>(Enter on Line VIII-6 of Page 1)</i>	<b>\$70,000.00</b>

Maintenance, Maintenance Parts and Supplies Costs Budget Narrative or Notes:

ITEMIZED BUDGET	OTHER COSTS <i>(Including Equipment Rental)</i>	
	ITEMIZED DESCRIPTION	COST
	Senior Citizens Industris, Inc	\$80,000.00
	City of Grand Island	\$5,400.00
	<b>Total Other Costs</b> <i>(Enter on Line VIII-7 of Page 1)</i>	<b>\$85,400.00</b>

Other Costs Budget Narrative or Notes:

Senior Citizens Industries - Equipment & Supplies, various operating costs

City of Grand Island - Equipment, Supplies, various operating costs

Project Name: <b>Public Transit - Grand Island, Nebraska</b>	Fiscal Year: <b>22</b>
---	---------------------------

ITEMIZED BUDGET	ESTIMATED PROJECT INCOME			
SOURCES	UNIT DESCRIPTION	NO. OF UNITS	UNIT RATE	AMOUNT
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Total Project Income</b> (Enter on Line VIII-9 of Page 1)				<b>\$0.00</b>

ITEMIZED BUDGET	FEDERAL CONTRIBUTION	
SOURCES	AMOUNT	
FTA Operating Assistance	\$508,000.00	
FTA Preventative Maintenance	\$54,000.00	
FTA Support Equipment	\$2,000.00	
FTA City Program Admin	\$112,000.00	
<b>Total Federal Contribution</b> (Enter on Line VIII-11 of Page 1)	<b>\$676,000.00</b>	

ITEMIZED BUDGET	LOCAL MATCHING REVENUE	
SOURCES	AMOUNT	
City of Grand Island	\$200,820.00	
<b>Total Matching Revenue</b> (Enter on Line VIII-13 of Page 1)	<b>\$200,820.00</b>	

# AGREEMENT

THIS AGREEMENT made and entered into by the State of Nebraska, Department of Transportation, hereinafter referred to as "Department," and the City of Grand Island, hereinafter referred to as "Contractor," is for the purpose of providing partial funding of Contractor's Public Transportation System (hereinafter referred to as "Project"), from July 1, 2020 until June 30, 2021.

WHEREAS, the Nebraska Public Transportation Act as provided by Neb.Rev.Stat. §13-1201 through 13-1214 (Reissue 2016), established a public transportation assistance program to provide State financial assistance to qualified eligible recipients, and

WHEREAS, the Contractor qualifies as an eligible recipient of public transportation assistance, and

WHEREAS, the Contractor has agreed to operate, or contract for the operation of, a public transportation system for the duration of this Agreement; and

WHEREAS, the Contractor has the capability to provide local matching funds of an amount equal to that provided by the Department;

NOW THEREFORE, in consideration of these facts the parties agree as follows:

## Section 1 PROJECT SCOPE

The Contractor shall undertake and complete the Project as described in its Application for the Nebraska Public Transportation Assistance Program, hereinafter referred to as "Project Application", filed with and approved by the Department, and in accordance with the terms and conditions of this Agreement.

## Section 2 REDUCED FARES

The Contractor agrees to offer, on city bus systems included in this Project and operating over regularly scheduled routes, a reduced fare to the elderly and handicapped not to exceed one-half of

City of Grand Island  
RPT-M401(2022)  
CN 42845F

Page 1

the rates generally applicable to other persons at peak hours for each one way trip. The Contractor may designate certain peak hours during which this section shall not apply.

### Section 3            AGREEMENT PERFORMANCE TERM

The Agreement performance term shall be from July 1, 2021 until June 30, 2022.

### Section 4            FUNDING

The Department's share shall not exceed State funds of \$200,820 or 50% of net eligible operating costs whichever is smaller. The fulfillment of this dollar amount will be contingent upon the availability of State funds during the Agreement performance term referred in Section 3.

### Section 5            PROJECT COST

The Department shall subsidize a percentage of the eligible operating deficit and the Contractor agrees to provide, from local sources, funds in an amount equal to the Department subsidy. The Contractor shall initiate and pursue to completion all actions necessary to enable the Contractor to provide its share of the Project costs at or prior to the time that such funds are needed to meet Project costs. The Contractor further agrees no refund or reduction of the amount so provided will be made, unless there is at the same time, a refund to the Department of a proportionate amount.

### Section 6            PROJECT EQUIPMENT USES

The Contractor agrees the Project equipment shall be used as described in the approved Project Application for the duration of its useful life. If, during such useful life, any Project equipment is not used in this manner or is withdrawn from service, the Contractor shall immediately notify the Department and shall dispose of such equipment in accordance with procedures acceptable to the Department.

Section 7           LEASES OR SUBCONTRACTS

Anytime the Contractor leases or subcontracts with a third party for the operation of public transportation, the requirements and stipulations contained herein shall be held applicable to the third party. All third party subcontracts shall be approved by the Department, prior to execution by the Contractor.

Section 8           RECORDS AND REPORTS

(a)     ESTABLISHMENT AND MAINTENANCE OF ACCOUNTING RECORDS

The Contractor shall keep and maintain satisfactory records with regard to the use of the property in accordance with the Accounting Manual and submit to the Department upon request such information as is required in order to assure compliance with this Section and shall immediately notify the Department in all cases where the service offered is changed substantially from that described in the Project Application. The Contractor shall establish and maintain, in accordance with requirements established by the Department in the Accounting Manual, separate accounts for the Project, either independently or within its existing accounting system, to be known as the Project Account.

(b)     PROJECT COSTS DOCUMENTATION

All charges to the Project Account shall be supported by properly executed invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges, in accordance with the Accounting Manual.

(c)     CHECKS, ORDERS AND VOUCHERS

Any check or order drawn by the Contractor with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Contractor stating in proper detail the purpose for which such check or order is drawn. All checks, invoices, contracts, vouchers, orders or other accounting documents

pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

(d) REPORTS

The Contractor shall advise the Department regarding the progress of the Project at such times and in such manner as the Department may require, including, but not limited to meetings and monthly reports. The Contractor shall submit to the Department, at such time as may be required, such financial statements, data, records, contracts and other documents related to the Project as may be deemed necessary by the Department, and shall permit extracts and copies thereof to be made, during the Agreement period and for three (3) years after the date of final payment.

Section 9 PAYMENTS

(a) The Department shall pay for the eligible costs incurred under the terms of this Agreement and only those costs properly documented and itemized on the Contractor's invoice.

(b) Payments shall be made once each month and shall be for costs incurred within the scope of this Agreement. The Contractor shall submit monthly invoices and such invoices, or supplements thereto, shall be the basis of payment. The final invoice (for the month of June) must be submitted to the Department no later than August 15<sup>th</sup> following the close of the Agreement performance term. Any invoices received after that date will be paid from funds authorized for the following fiscal year's agreement. The invoices shall be signed by a duly authorized representative of the Contractor, certifying that all of the items therein are true and correct. Payment shall be made subject to pre-audit processes by duly authorized representative(s) of the Department. The Department, upon receipt of the proper invoices, will make every reasonable effort to provide payment to the Contractor within (15) calendar days.

Section 10           INSPECTIONS AND AUDIT

The Contractor shall permit the Department, or its duly authorized representative(s), to inspect all vehicles, facilities and equipment engaged by the Contractor as part of the Project, all transportation services rendered by the Contractor by the use of such vehicles, facilities and equipment and all relevant Project data and records. The Contractor shall also permit the Department or its duly authorized representative(s) to conduct audit procedures of the financial records and accounts of the Contractor pertaining to the Project.

Section 11           TERMINATION

Either party may, by written notice to the other party, terminate the Project and cancel this Agreement after thirty (30) days' notice for any of the following reasons:

- (1) The Contractor discontinues providing the transportation services as agreed;
- (2) The Contractor takes any action pertaining to this Agreement without the approval of the Department and which under the procedures of this Agreement would have required the approval of the Department;
- (3) The commencement, prosecution or timely completion of the Project by the Contractor is, for any reason, rendered improbable, impossible or illegal;
- (4) The Contractor shall be in default under any provision of this Agreement;
- (5) The Contractor fails to provide sufficient matching funds as defined in its Project Application; or
- (6) The Contractor desires termination for any reason.

Section 12           AGREEMENT CHANGES

Any proposed change in this Agreement shall be submitted to the Department for its prior approval.

Section 13            PROHIBITED INTERESTS

Any member, officer, or employee of the Contractor shall comply with appropriate State Statutes concerning any interest, direct or indirect in this Agreement or the proceeds thereof.

Section 14            NONDISCRIMINATION

The Contractor agrees to abide by the provisions of the Nebraska Fair Employment Practice Act as provided by Neb.Rev.Stat. §48-1101 through 48-1126 (Reissue 2010), and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in Exhibit "A" attached hereto and hereby made a part of this Agreement.

Section 15            CLAIMS

The Contractor indemnifies, saves and holds harmless the Department and all its agents and employees of and from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the work to be performed by the Contractor hereunder and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any such claim of whatever character arising as a result of the action taken hereunder by the Contractor. It is further agreed that any and all employees of the Contractor and all other employees except employees of the Department while engaged in the performance of any work or services required or provided for herein to be performed by the Contractor shall not be considered employees of the Department, and that any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska on behalf of said employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the Department.

Section 16           INSURANCE

The Contractor shall maintain in amount and form satisfactory to the Department such insurance or, if permitted by law, Contractor shall maintain a self-insurance program as will be adequate to protect it and the subcontractor, if any, in case of accident. As a minimum, the coverage shall consist of not less than the following amounts:

- 1.   Workers' Compensation - Statutory
  
- 2.   Bodily Injury and Property Damage - with  
      a combined single limit of liability of           \$500,000 each occurrence
  
- or   Bodily Injury
- General and Automobile                         \$250,000 each person
- General and Automobile                         \$500,000 each occurrence
  
- Property Damage
- General and Automobile                         \$250,000 each occurrence
- General   \$500,000 each aggregate

The insurance referred to in Number 2 above shall be written under Comprehensive General and Comprehensive Automobile Liability Policy Forms, including coverage for all owned, hired, and non-owned automobiles. The Contractor may at his option provide the limits of liability as set out above by a combination of the above-described policy forms and excess liability policies. Contractor shall verify compliance with this section by submitting a copy of its Certificate of Insurance, or if self-insured, a letter to this effect.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representative of the Contractor and Department effective the day and year below written.

EXECUTED by the Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 2021

CITY OF GRAND ISLAND

BY \_\_\_\_\_

TITLE \_\_\_\_\_

EXECUTED by the Department this \_\_\_\_\_ day of \_\_\_\_\_, 2021

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Jodi Gibson  
Local Assistance Division Manager

# EXHIBIT A

## NONDISCRIMINATION CLAUSES

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

(1) Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of handicap, race, color or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A", "B" and "C" of Part 21 of the Regulations.

(3) Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontractor, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of handicap, race, color or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

City of Grand Island  
RPT-M401(2022)  
CN 42845F

Page 1

(6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions of noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the Department, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

RESOLUTION 2020-91

WHEREAS, funds are available through the State of Nebraska Public Transportation Assistance Program to aid the City financially in providing public transit services; and

WHEREAS, the City of Grand Island is in contract with Senior Citizens Industries, Inc, for implementation of a Transit Program using 5307 Urbanized Area Formula Grants, and thereby eligible for State of Nebraska Public Transportation Assistance Program funds; and

WHEREAS, such State funds will be used towards the City's local matching obligation for 5307 Urbanized Area Formula Grants; and

WHEREAS, the Nebraska Public Transportation Assistance Program application shall be submitted each year administratively, with the agreement being presented to City Council for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign the application and subsequent agreement for the Nebraska Public Transportation Assistance Program in an amount not to exceed \$187,101.00.

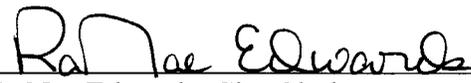
BE IT FURHTER RESOLVED, all future applications shall be submitted administratively, with the Agreement being presented to City Council for approval.

---

Adopted by the City Council of the City of Grand Island, Nebraska, April 14, 2020.

  
\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form    
April 13, 2020  City Attorney

RESOLUTION 2021-144

WHEREAS, funds are available through the State of Nebraska Public Transportation Assistance Program to aid the City financially in providing public transit services; and

WHEREAS, the City of Grand Island is in contract with Senior Citizens Industries, Inc, for implementation of a Transit Program using 5307 Urbanized Area Formula Grants, and thereby eligible for State of Nebraska Public Transportation Assistance Program funds; and

WHEREAS, such State funds will be used towards the City's local matching obligation for 5307 Urbanized Area Formula Grants; and

WHEREAS, on April 14, 2020, via Resolution No. 2020-91, City Council approved applications to be submitted administratively, with the agreement being present to City Council for approval; and

WHEREAS, the Nebraska Public Transportation Assistance Program application was signed by the Mayor on May 17, 2021 requesting State funds in the amount of \$200,820.00 from the Nebraska Public Transportation Assistance Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign the agreement for the Nebraska Public Transportation Assistance Program in the amount of \$200,820.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 22, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☒ _____
June 17, 2021	☒ City Attorney



# City of Grand Island

Tuesday, June 22, 2021

Council Session

## Item G-12

**#2021-145 - Approving Change Order No. 2 for Capital Avenue  
Drainage Improvements- North Road to Moores Creek; Project  
No. 2020-D-2**

Staff Contact: John Collins, P.E. - Public Works Director

# Council Agenda Memo

**From:** Keith Kurz PE, Assistant Public Works Director

**Meeting:** June 22, 2021

**Subject:** Approving Change Order No. 2 for Capital Avenue Drainage Improvements- North Road to Moores Creek; Project No. 2020-D-2

**Presenter(s):** John Collins PE, Public Works Director

## Background

Van Kirk Sand and Gravel, Inc. d/b/a Van Kirk Bros. Contracting of Sutton, Nebraska was awarded a \$215,348.70 contract on November 24, 2020, via Resolution No. 2020-313, for Capital Avenue Drainage Improvements- North Road to Moores Creek; Project No. 2020-D-2.

On May 25, 2021, via Resolution No. 2021-120, City Council approved Change Order No. 1 at no additional cost to extend the completion date from May 15, 2021 to June 14, 2021.

This project will build a portion of drainage associated with the Capital Avenue- Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1. It also allows for better drainage from the North Road improvement project and future paving & drainage improvements west of North Road. The proposed route is shown on the attached exhibit.

## Discussion

After the agenda deadline for the May 25, 2021 City Council meeting Van Kirk Sand and Gravel, Inc. d/b/a Van Kirk Bros. Contracting requested the date extension to July 9, 2021, a change from the original extension request of June 14, 2021. While the Public Works Department had no issue with the revised extension date, based on adverse weather conditions for grading operations this spring, it was made at such a time that the council documents were unable to be changed. As such, Van Kirk Sand and Gravel, Inc. d/b/a Van Kirk Bros. Contracting has requested a time extension for Capital Avenue Drainage Improvements- North Road to Moores Creek; Project No. 2020-D-2 from the June 14, 2021 to July 9, 2021. There will not be any contract amount modification with this change order.

## **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 extending the completion date to July 9, 2021, as noted in Change Order No. 2.

## **Sample Motion**

Move to approve the resolution.



**CONTRACT TIME EXTENSION**

**PROJECT:** Capital Avenue Drainage Improvements - North Road to Moores Creek; Project No. 2020-D-2

**CONTRACTOR:** Van Kirk Sand and Gravel, Inc. d/b/a Van Kirk Bros. Contracting

**AMOUNT OF CONTRACT:** \$215,348.70

**CONTRACT DATE:** December 15, 2020

Notice to Proceed Date ----- December 16, 2020

Original Completion Date ----- May 15, 2021

Revised Completion Date ----- June 14, 2021

Revised Completion Date ----- July 9, 2021

**The Above Change Order Accepted:**

Van Kirk Sand and Gravel, Inc. d/b/a Van Kirk Bros. Contracting

**By** \_\_\_\_\_ **Date** \_\_\_\_\_

**Approval Recommended:**

**By** \_\_\_\_\_ **Date** \_\_\_\_\_  
John Collins PE, Public Works Director/City Engineer

**Approved for the City of Grand Island, Nebraska**

**By** \_\_\_\_\_ **Date** \_\_\_\_\_  
Mayor

**Attest** \_\_\_\_\_  
City Clerk

RESOLUTION 2021-145

WHEREAS, on November 24, 2020, via Resolution 2020-313, the City of Grand Island awarded Van Kirk Sand and Gravel, Inc. d/b/a Van Kirk Bros. Contracting of Sutton, Nebraska the bid in the amount of \$215,348.70 for Capital Avenue Drainage Improvements- North Road to Moores Creek; Project No. 2020-D-2; and

WHEREAS, on May 25, 2021, via Resolution No. 2021-120, City Council approved Change Order No. 1 at no additional cost to extend the completion date from May 15, 2021 to June 14, 2021; and

WHEREAS, the completion of such project has been delayed due to other commitments; and

WHEREAS, Van Kirk Sand and Gravel, Inc. d/b/a Van Kirk Bros. Contracting has requested an extension from June 14, 2021 to July 9, 2021 in order to complete the project; and

WHEREAS, there will not be any contract amount modification with such time extension; and

WEREAS, the Public Works Department supports such contract extension.

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. 2 between the City of Grand Island and Van Kirk Sand and Gravel, Inc. d/b/a Van Kirk Bros. Contracting of Sutton, Nebraska to provide the requested time extension for Capital Avenue Drainage Improvements- North Road to Moores Creek; Project No. 2020-D-2.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 22, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☒ _____
June 17, 2021	☒ City Attorney



# City of Grand Island

Tuesday, June 22, 2021

Council Session

## Item G-13

**#2021-146 - Approving Acquisition of Permanent Utility Easement for Sanitary Sewer District No. 287; 18th Street from Walnut Street to Wheeler Avenue**

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

Staff Contact: John Collins, P.E. - Public Works Director

RESOLUTION 2021-146

WHEREAS, in the process of cleaning up sanitary sewer records within the Public Works Department it has been discovered that sanitary sewer easements in Sanitary Sewer District No. 287; 18<sup>th</sup> Street from Walnut Street to Wheeler Avenue were not acquired at the time of the public sanitary sewer main installation; and

WHEREAS, this matter dates back to 1955; and

WHEREAS, without the necessary easement the City does not have proper authority to maintain the existing public sanitary sewer main; and

WHEREAS, the public utility easement will allow for the construction, operation, maintenance, extension, repair, replacement, and removal of sanitary sewer within the easement.

WHEREAS, acquisition of the public utility easements is as follows:

<i>Property Owner</i>	<i>Legal Description</i>
Anh Huynh Nguyen	THE NORTHERN 12.00 FEET OF A TRACT OF LAND MORE PARTICULARLY DESCRIBED IN INSTRUMENT #201608342 OF THE HALL COUNTY REGISTER OF DEEDS OFFICE LOCATED IN GRAND ISLAND, HALL COUNTY, NEBRASKA; EXCEPTING THEREFROM ANY AND ALL BUILDING STRUCTURES ERECTED PRIOR TO DATE HEREIN. SAID PERMANENT SANITARY SEWER EASEMENT CONTAINS APPROXIMATELY 737 SQUIRE FEET; MORE OR LESS.
Phillip R. Pickering and Margaret A. Pickering	THE NORTHERN 12.00 FEET OF A TRACT OF LAND MORE PARTICULARLY DESCRIBED IN INSTRUMENT #202002516 OF THE HALL COUNTY REGISTER OF DEEDS OFFICE LOCATED IN GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID PERMANENT SANITARY SEWER EASEMENT CONTAINS APPROXIMATELY 840 SQUARE FEET, MORE OR LESS.
Thomas Ziller and Angela J. Ziller	THE NORTHERN 12.00 FEET OF A TRACT OF LAND MORE PARTICULARLY DESCRIBED IN INSTRUMENT #200102312 OF THE HALL COUNTY REGISTER OF DEEDS OFFICE LOCATED IN GRAND ISLAND, HALL COUNTY, NEBRASKA; EXCEPTING THEREFROM ANY AND ALL BUILDING STRUCTURES ERECTED PRIOR TO DATE HEREIN. SAID PERMANENT SANITARY SEWER EASEMENT CONTAINS APPROXIMATELY 911 SQUARE FEET, MORE OR LESS.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire such public utility easements from the listed property owners, on the above-described tracts of land.

- - -

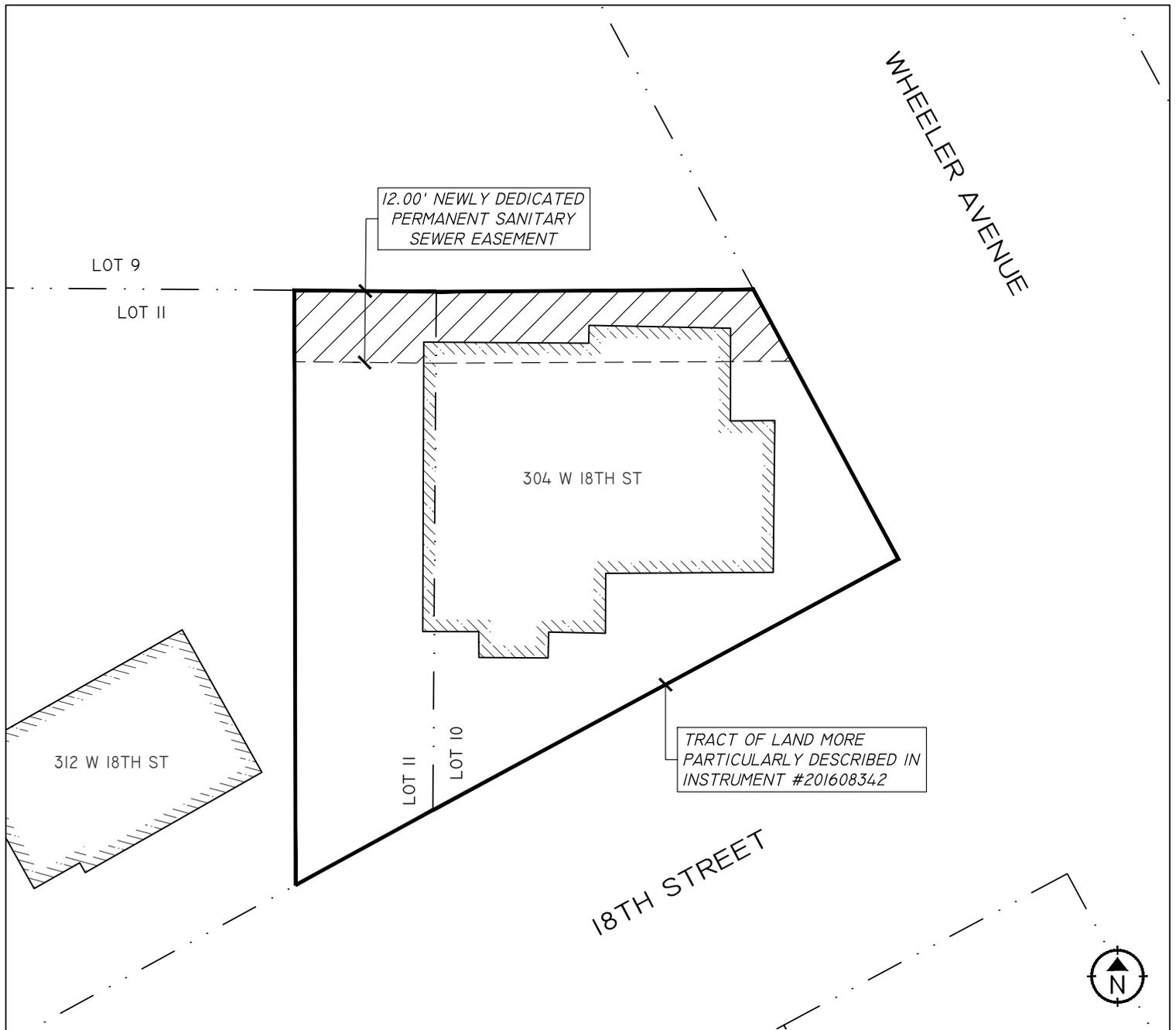
Adopted by the City Council of the City of Grand Island, Nebraska, June 22, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form    ✕ _____ June 17, 2021                    ✕ City Attorney
--



**LEGAL DESCRIPTION**

A PERMANENT SANITARY SEWER EASEMENT LOCATED IN PART OF LOT 10 & PART OF LOT II, HOME SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS :

THE NORTHERN 12.00 FEET OF A TRACT OF LAND MORE PARTICULARLY DESCRIBED IN INSTRUMENT #201608342 OF THE HALL COUNTY REGISTER OF DEEDS OFFICE LOCATED IN GRAND ISLAND, HALL COUNTY, NEBRASKA; EXCEPTING THEREFROM ANY AND ALL BUILDING STRUCTURES ERECTED PRIOR TO DATE HEREIN.

SAID PERMANENT SANITARY SEWER EASEMENT CONTAINS APPROXIMATELY 737 SQUARE FEET, MORE OR LESS.

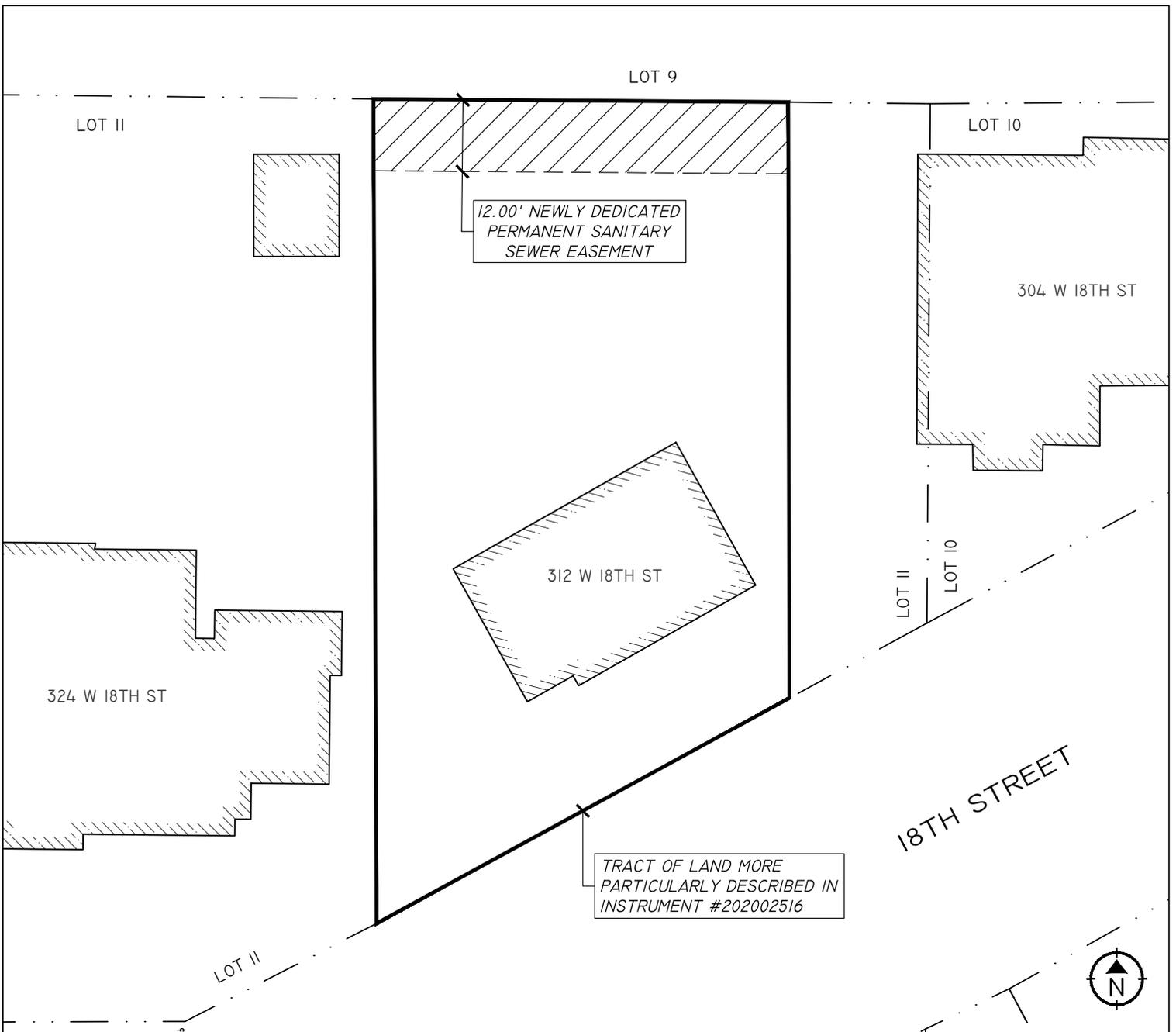
**LEGEND**

- · — · — LOT LINE
-  BUILDING ENVELOPE
- INSTRUMENT #201608342 BOUNDARY
-  NEWLY DEDICATED PERMANENT SANITARY SEWER EASEMENT

**EXHIBIT A**

PERMANENT SANITARY SEWER EASEMENT  
304 WEST 18TH STREET, GRAND ISLAND, NEBRASKA





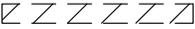
**LEGAL DESCRIPTION**

A PERMANENT SANITARY SEWER EASEMENT LOCATED IN PART OF LOT 11, HOME SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS :

THE NORTHERN 12.00 FEET OF A TRACT OF LAND MORE PARTICULARLY DESCRIBED IN INSTRUMENT #202002516 OF THE HALL COUNTY REGISTER OF DEEDS OFFICE LOCATED IN GRAND ISLAND, HALL COUNTY, NEBRASKA.

SAID PERMANENT SANITARY SEWER EASEMENT CONTAINS APPROXIMATELY 840 SQUARE FEET, MORE OR LESS.

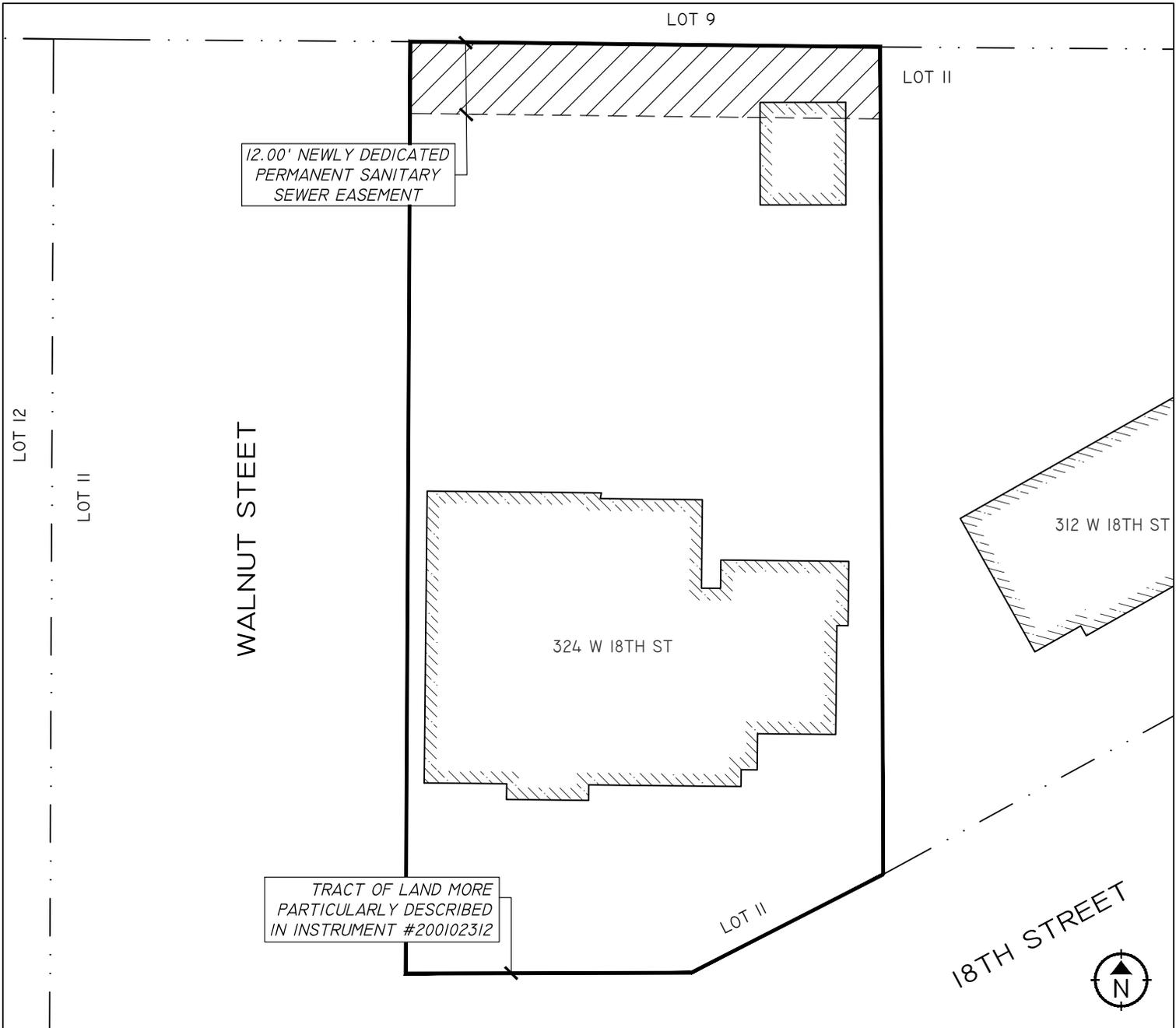
**LEGEND**

- · · — LOT LINE
-  BUILDING ENVELOPE
- INSTRUMENT #202002516 BOUNDARY
-  NEWLY DEDICATED PERMANENT SANITARY SEWER EASEMENT

**EXHIBIT A**

PERMANENT SANITARY SEWER EASEMENT  
312 WEST 18TH STREET, GRAND ISLAND, NEBRASKA





**LEGAL DESCRIPTION**

A PERMANENT SANITARY SEWER EASEMENT LOCATED IN PART OF LOT II, HOME SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS :

THE NORTHERN 12.00 FEET OF A TRACT OF LAND MORE PARTICULARLY DESCRIBED IN INSTRUMENT #200102312 OF THE HALL COUNTY REGISTER OF DEEDS OFFICE LOCATED IN GRAND ISLAND, HALL COUNTY, NEBRASKA; EXCEPTING THEREFROM ANY AND ALL BUILDING STRUCTURES ERECTED PRIOR TO DATE HEREIN.

SAID PERMANENT SANITARY SEWER EASEMENT CONTAINS APPROXIMATELY 911 SQUARE FEET, MORE OR LESS.

**LEGEND**

-  LOT LINE
-  BUILDING ENVELOPE
-  INSTRUMENT #200102312 BOUNDARY
-  NEWLY DEDICATED PERMANENT SANITARY SEWER EASEMENT

**EXHIBIT A**

PERMANENT SANITARY SEWER EASEMENT  
324 WEST 18TH STREET, GRAND ISLAND, NEBRASKA





# City of Grand Island

Tuesday, June 22, 2021

Council Session

## Item G-14

**#2021-147 - Approving Unified Planning Work Program (UPWP) for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2022 Fiscal Year Transportation Planning Program**

Staff Contact: John Collins, P.E. - Public Works Director

# Council Agenda Memo

**From:** John Collins PE, Public Works Director

**Meeting:** June 22, 2021

**Subject:** Approving Unified Planning Work Program (UPWP) for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2022 Fiscal Year Transportation Planning Program

**Presenter(s):** John Collins PE, Public Works Director

## Background

All agreements must be approved by the City Council and will be acted on when agreements are received from the Nebraska Department of Transportation. In March 2013 the City of Grand Island was designated as an urbanized area with a population over 50,000 which require the metropolitan area to establish a transportation planning process in accordance to Title 23 CFR 450 of the current federal transportation bill. As a requirement in this process, the Metropolitan Planning Organization (MPO) develops annually a Unified Planning Work Program (UPWP) describing the work activities and funding required by the Grand Island Area Metropolitan Planning Organization (GIAMPO) to carry-out these mandates.

The total cost of the Eligible Planning Activities under the agreement is currently estimated to be \$110,235.00, with the federal share estimated to be \$88,188.00, and the MPO's share estimated to be \$22,047.00.

## Discussion

The Grand Island Area Metropolitan Planning Organization (GIAMPO) has drawn up a Unified Planning Work Program with the City of Grand Island for the purpose of assisting the Local Public Agency (LPA) in obtaining Federal approval and financial assistance to ensure a continued, comprehensive, and cooperative transportation planning process between the state and local governments for the Grand Island Metropolitan Planning Area for fiscal year 2022 (July 1, 2021- June 30, 2022).

The attached Exhibit "A" Grand Island Area Metropolitan Planning Organization (GIAMPO), Unified Planning Work Program describes the work to be carried out in accordance with 23 U.S.C. Section 134 of the Fixing America's Surface Transportation Act (FAST Act), Transportation Bill and has been reviewed and approved by the GIAMPO Policy Board, Nebraska Department of Transportation, Federal Highway Administration, and Federal Transit Administration.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve a resolution authorizing the Mayor to sign the agreement.

## **Sample Motion**

Move to approve authorization for the Mayor to sign the agreement.

Agreement No.	UL2112
Funding Period? Fiscal year?	July 1, 2021 through June 30, 2022
Agreement Amount	\$110,235

## PROGRAM AGREEMENT FEDERAL PLANNING FUNDS METROPOLITAN PLANNING ORGANIZATIONS

GRAND ISLAND AREA METROPOLITAN PLANNING ORGANIZATION  
STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION  
PROJECT NO. PLG-1 (59), STATE CONTROL NO. 01033G  
FY 2022 PLANNING (PL) AGREEMENT

**THIS AGREEMENT** is between the Grand Island Area Metropolitan Planning Organization (GIAMPO) who is a Metropolitan Planning Organization ("MPO"), and the State of Nebraska, Department of Transportation ("State"), collectively referred to as "Parties".

**WITNESSETH:**

**WHEREAS**, federal law requires that MPO establish and maintain a continuing, comprehensive transportation planning process in cooperation with state and local governments in urban areas of over 50,000 population, and

**WHEREAS**, MPO has established and maintains a planning process that complies with federal law, and

**WHEREAS**, there are Federal-aid Planning Funds (PL Funds or PL Funding) available to provide pro-rata reimbursement to MPO for its Eligible Planning Activities, and

**WHEREAS**, MPO has been designated as the recipient agency for the Grand Island metropolitan area for PL Funds, and

**WHEREAS**, Federal law provides that State will be a representative for the Federal Highway Administration (FHWA) in reviewing requests for reimbursement of MPO Eligible Planning Activities, and that reimbursements will be made through State, and

**WHEREAS**, MPO has developed and submitted a Unified Planning Work Program document ("UPWP") which is attached hereto as **Exhibit "A"**; it has been reviewed and approved by FHWA, and

**WHEREAS**, this Agreement applies only to the part of MPO's UPWP Eligible Planning Activities overseen by FHWA, and

**WHEREAS**, this Agreement governs the reimbursement of Eligible Planning Activities conducted between July 1, 2021, and June 30, 2022, and

**WHEREAS**, for this Agreement, if a non-federal entity expends \$750,000 or more in total federal awards in a fiscal year, must be addressed as explained further in this Agreement, and

**WHEREAS**, the total cost reimbursable under this Agreement is currently estimated to be \$110,235; the federal share is estimated to be \$ 88,188, and MPO's share is estimated to be \$22,047, and

**WHEREAS**, MPO's UPWP has been approved and MPO desires to incur costs for eligible tasks and activities that will be reimbursed with PL Funds under the designation of Project No. PLG-1 (59), and has authorized the City of Grand Island's Mayor to sign this Agreement, as evidenced by the Resolution of City Council, attached as **Exhibit "B"**.

**NOW THEREFORE**, in consideration of these facts, MPO and State agree as follows:

**SECTION 1. DEFINITIONS**

**WHEREVER** in this Agreement the following terms are used, they mean the following:

**"CFDA"** means Catalog of Federal Domestic Assistance.

**"CFR"** means the Code of Federal Regulations.

**"ELIGIBLE PLANNING ACTIVITIES"** means tasks or activities performed by MPO or its consultants, subconsultants, agents, or representatives which are eligible for reimbursement with PL Funds and that have been identified in MPO's approved UPWP.

**"FHWA"** means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

**"MPO"** means a Metropolitan Planning Organization qualified under federal law.

**"NEB. REV. STAT"** means the Nebraska Revised Statutes as set forth in Nebraska law.

**"OMB"** means the Federal Office of Management and Budget.

**"RESPONSIBLE CHARGE" or "RC"** means the employee of MPO or of a city/county within MPO, or elected official of a city/county within MPO, who has been empowered by MPO to represent MPO on planning issues and has actual day-to-day working knowledge and responsibility for significant aspects of MPO's planning program and process. The RC works regularly with planning issues and is MPO's point-of-contact for planning activities. Responsible charge does not mean merely delegating the various tasks; it means active day-to-day

UL

Page 2 of 20  
Agreement No. UL2112

involvement in identifying options, working directly with stakeholders, making decisions, and actively monitoring the planning activities. It is understood that RC may delegate or contract certain technical tasks associated with the planning activities so long as RC actively manages and represents MPO's interests in the delegated technical tasks.

**“UNIFIED PLANNING WORK PROGRAM (UPWP)”** means a document of transportation planning activities performed within the metropolitan planning areas, or urbanized areas with populations of 50,000 or more. The UPWP describes planning activities to be completed, estimates the cost for the planning activities, and indicates the lead agency. Transportation activities to design and build transportation infrastructure are usually not included in the UPWP; however, all federally funded studies should be included in the UPWP. This Agreement applies only to the part of MPO's UPWP related to highway, road, street or other planning activities overseen by FHWA. This Agreement does not apply to transit planning activities of MPO's UPWP overseen by the Federal Transit Administration. State and MPO will enter into a separate agreement for reimbursement of transit planning activities.

**“STATE”** means the Nebraska Department of Transportation in Lincoln, Nebraska, its Director, or authorized representative. State is a funding liaison between MPO and the United States.

## **SECTION 2. DURATION OF THIS AGREEMENT** (specific to PL agreements)

- 2.1 **Effective Date** – This Agreement is effective when executed by the Parties.
- 2.2 **Expiration Date** – This Agreement will expire when the last of the following events is completed: The expiration of the Initial Duration, the expiration of any Extension of the Initial Duration, and the waiver or completion of the project financial audit and cost settlement.
- 2.3 **Initial Duration** – The benefits and obligations of this Agreement, though binding when signed, are operative for activities beginning July 1, 2021, and ending June 30, 2022.
- 2.4 **Extension of the Agreement** - State may, in its sole discretion, extend the duration of this Agreement in writing, for an additional period of time up to, but not to exceed, one-half of the Initial Duration of the Agreement. State will notify MPO of the State's exercise of its right to extend this Agreement approximately one month prior to the expiration of the Initial Duration of the Agreement.
- 2.5 **Identifying Date** – For convenience, this Agreement's identifying date will be the date State signed the agreement.
- 2.6 **Termination or suspension** – State reserves the right to terminate or suspend this Agreement at any time for any of the reasons provided herein.

UL

Page 3 of 20  
Agreement No. UL2112

### **SECTION 3. PURPOSE OF AGREEMENT AND RESPONSIBILITIES OF THE PARTIES**

**WHEREAS**, MPO desires that MPO's attached UPWP be developed under the designation of Project No. PLG-1 (59), and has authorized the City of Grand Island's Mayor to sign this Agreement, as evidenced by the Resolution of City Council, attached as **Exhibit "B"**, and incorporated herein by this reference.

#### **3.3 Purpose**

MPO wishes to be reimbursed with PL Funds for Eligible Planning Activities. MPO understands that FHWA will not provide funding directly to MPO; but will provide reimbursement by State with Federal funds for Eligible Planning Activities. State, pursuant to Neb. Rev. Stat. § 39-1305, will act under this Agreement as a steward of federal funds and as a liaison between MPO and FHWA. The purpose of this Agreement is to set forth the understanding of MPO and State concerning their respective duties to enable the planning activities to be eligible for federal-aid funding. Under this Agreement, MPO shall continue to have all duties concerning any aspect of the planning processes. Nothing in this Agreement shall be construed to create any duty of State to MPO concerning such matters. In the event that State or FHWA find that the planning activities are ineligible for PL Funding, MPO will repay State all previously paid federal funds, as determined by State, and any costs or expenses State has incurred under this Agreement. MPO further agrees that MPO shall have no claim or right of action against State under this Agreement if FHWA determines that planning activities are not eligible in whole or in part, for Federal-aid funding. The following sections of this Agreement include the eligibility requirements and other conditions State believes in good faith that MPO must meet for MPO to be reimbursed with PL Funding. MPO acknowledges that many conditions must be met by MPO in order to receive Federal-aid reimbursement. MPO agrees to develop its UPWP in an effort to meet all federal eligibility requirements so the planning activities may be determined eligible for PL Funding.

#### **3.4 MPO RESPONSIBILITIES**

- 3.4.1 MPO shall meet all federal transportation planning requirements and shall select and manage necessary committees and staff, and consult, collaborate and coordinate with State to accomplish the Eligible Planning Activities.
- 3.4.2 MPO shall select qualified personnel as needed to complete the Eligible Planning Activities, and oversee any consultants selected to perform such activities. MPO shall submit to State a listing of all qualified personnel that may be selected or

UL

Page 4 of 20  
Agreement No. UL2112

assigned to the work contemplated therein prior to submitting the first invoice to State. Said listing shall indicate each person's job title or classification, qualifications, and salary range. MPO may make occasional temporary changes to qualified personnel. However, MPO shall submit an updated list to reflect permanent changes to qualified personnel.

- 3.4.3 MPO, when choosing to use a consultant to complete Eligible Planning Activities under this Agreement, shall follow all guidelines and requirements outlined in State's LPA Guidelines Manual for Federal Aid Projects ("LPA Guidelines Manual") in regard to the method of procurement, evaluation, selection, and contract types. The selected consultant must be certified to provide Transportation Planning Services by State. MPO shall be responsible to determine that the consultant is qualified to provide the expertise and experienced personnel to accomplish the required work product. Price cannot be a selection factor when hiring for professional engineering or architectural services. MPO shall follow any applicable requirements including, but not limited to, requirements defined in Chapter 4 of LPA Guidelines Manual.
- 3.4.4 MPO shall arrange for and conduct meetings and conferences to review working details and make presentations to the principals, participants and other interested groups and bodies as will best promote and effect cooperation, coordination and understanding in the UPWP.
- 3.4.5 MPO shall obtain written approval from State and FHWA when, after consultation with State, MPO determines that amendments to the UPWP are necessary. MPO shall obtain written concurrence from State when, after consultation with State, MPO determines that administrative modifications to the UPWP are necessary.
- 3.4.6 MPO shall only seek reimbursement for actual costs incurred for Eligible Planning Activities. The salaries and expenses of the Chair or members of GIAMPO's Board will not be reimbursed as an Eligible Planning Activity.
- 3.4.7 MPO shall submit accurate and complete invoices in accordance with SECTION 8. FINANCIAL RESPONSIBILITY of this Agreement, and shall provide additional documentation when requested by State. MPO shall be solely responsible for all costs not reimbursed under this Agreement.
- 3.4.8 MPO shall keep signed time records detailing time spent on Eligible Planning Activities, including the date and hours worked. When requested by State, MPO shall submit time records to State.

3.4.9 MPO agrees that it is ultimately responsible for complying with all Federal and State requirements and policies applicable to Federal-aid planning activities. MPO understands that failure to meet any eligibility requirements for PL Funding may result in the loss of all PL Funds. In the event that the acts or omissions of the RC, MPO or its agents or representatives result in a finding that planning activities are ineligible for PL Funds, MPO will repay State all previously paid PL Funds, as determined by State, including but not limited to, any costs reimbursed for the time and expenses of the RC.

**3.5 STATE RESPONSIBILITIES**

- 3.5.1 Complete the duties assigned to State in this Agreement.
- 3.5.2 Determine and notify MPO of the estimate of PL Funding availability, including carry-over and annual allocation target.
- 3.5.3 Provide technical assistance to MPO regarding PL Funding eligibility issues, when requested by MPO.
- 3.5.4 Verify all invoices submitted by MPO are complete, accurate, and represent actual costs for Eligible Planning Activities.
- 3.5.5 Pay MPO the federal share of the actual costs of Eligible Planning Activities as reflected on an approved invoice.
- 3.5.6 Bill and collect from MPO any previously paid funds determined to be ineligible by FHWA.

**3.6 PARTIES RESPONSIBILITY**

- 3.6.1 Parties agree to cooperatively review and adjust, when necessary, the scope, schedules, funding, priorities, or staffing of MPO's work to make sure the UPWP needs and goals are accomplished by MPO in accordance with the federal requirements for use of PL Funds.
- 3.6.2 Parties will supplement this Agreement to reflect any changes necessary to accomplish 3.6.1, with advance approval of the Federal Highway Administration.

**SECTION 4. RESPONSIBLE CHARGE (RC) REQUIREMENTS**

- 4.1 MPO hereby designates Andres Gomez as the RC for the Eligible Planning Activities.
- 4.2 Duties and Assurances of MPO concerning its designated RC for the Eligible Planning Activities.
  - 4.2.1 MPO understands the duties and responsibilities of MPO and RC as outlined in the LPA Guidelines Manual.

- 4.2.2 MPO has authorized and fully empowered the RC to be responsible for day-to-day Eligible Planning Activities; this requirement does not mean merely supervising, overseeing or delegating various tasks, it means active day-to-day involvement in the Eligible Planning Activities including identifying issues, investigating options, working directly with stakeholders, and decision making.
- 4.2.3 The RC is a full-time public employee or elected official of MPO, or a full-time employee of another entity as defined in “Public Employee” above.
- 4.2.4 MPO agrees to take all necessary actions and make its best good faith efforts to ensure the RC’s work meets the same standards that State must meet under federal law.
- 4.2.5 If, for whatever reason, the designated RC is no longer assigned to the Eligible Planning Activities, MPO shall, within one day or sooner if possible, notify verbally and in writing State’s Highway Planning Manager; after such notification MPO shall replace the RC no later than thirty (30) calendar days or sooner if possible. With advance written approval by State, MPO may use a Provisional RC in accordance with State’s Provisional RC Policy.

**SECTION 5. FEDERAL AID PROJECT REQUIREMENTS**

- 5.1 MPO agrees to comply with all Federal-aid procedures and requirements applicable to this Agreement, including federal laws, and when applicable, state and local laws, and the LPA Guidelines Manual.
- 5.2 **The Applicable Legal and Contract Requirements.**
  - 5.2.1 **Title 23 U.S.C., and 23 CFR,** – The primary provisions of law applicable to this Agreement are generally found in 23 U.S.C. Section 134; and 23 CFR Part 420, subpart A, and Part 450, subpart C.
  - 5.2.2 **LPA Guidelines Manual** - MPO also agrees to comply with applicable provisions of the LPA Guidelines Manual for Federal Aid Projects, which is incorporated herein by this reference. The LPA Guidelines Manual is a document drafted in part, and formally approved, by FHWA as a document setting out requirements for LPA’s or MPO’s Eligible Planning Activities funded with PL Funds. A current version of the LPA Guidelines Manual can be found in its entirety at the following internet address: <http://dot.nebraska.gov/media/6319/lpa-guidelines.pdf>. In the event MPO believes that the LPA Guidelines Manual doesn’t clearly address a particular aspect of the planning activities work, MPO shall seek guidance or clarification from State’s Local Project Section Engineer or State’s Highway

Planning Manager, and shall make its best effort to comply with such guidelines or clarification.

- 5.3 **Loss of Funding.** In order for MPO to receive federal funds for any part of the Eligible Planning Activities under this Agreement, MPO shall perform the services for all aspects of the Eligible Planning Activities, according to federal procedures and requirements. Although federal funds may be allocated to the Eligible Planning Activities, all or certain such activities may become ineligible for federal funds, if federal procedures and requirements are not met.

## **SECTION 6. SUSPENSION OR TERMINATION**

State may suspend or terminate this Agreement in the event federal funds are not available, for any reason, to make reimbursements under this Agreement.

## **SECTION 7. FEDERAL AUDIT REQUIREMENT**

- 7.1 The funding for the Eligible Planning Activities under this Agreement includes federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 and the implementing regulations contained in 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F (hereinafter Part 200), the Part 200 Audit is required if the non-federal entity expends \$750,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.
- 7.2 MPO shall comply with the Single Audit mandate as described in Section 7.1. Any federal funds for MPO Eligible Planning Activities paid directly to contractors or consultants by State, on behalf of MPO, will be reported on State's schedule of expenditures of federal awards (SEFA) and need not be reported by MPO (as per FHWA's February 16, 2012, letter and State's February 24, 2012, letter). If a Part 200 audit is necessary, the expenditures related to the federal funds expended for the Eligible Planning Activities should be shown in the report's Schedule of Expenditures of the Federal Awards (SEFA).
- 7.3 If necessary, the Federal award information needed for the SEFA includes:
- Federal Grantor:** U.S. Department of Transportation – Federal Highway Administration
  - Pass-Through Grantor:** Nebraska Department of Transportation
  - Program Title:** Highway Planning and Construction (Federal-Aid Highway Program)
  - CFDA Number:** 20.205

**Project Number: PLG-1 (59)**

- 7.4 If a Part 200 Audit is submitted by MPO, MPO shall notify the Nebraska Department of Transportation, Highway Audits Manager, at P.O. Box 94759, Lincoln, NE 68509-4759 when the audit reporting package and the data collection form have been submitted to the Federal Audit Clearinghouse (FAC) website.

**SECTION 8. FINANCIAL RESPONSIBILITY**

**8.1 TOTAL COSTS AND FUNDING COMMITMENTS**

The total cost of the Eligible Planning Activities is \$110,235. The federal share \$88,188 is the sum of the carryover PL Funds and PL Funds from the upcoming Fiscal Year. The amount of new and carryover PL Funds are estimated based on information available at the time of the agreement and are subject to change. The availability of the PL Funds is based on the continuation of existing funding levels. MPO has earmarked and has placed in its fiscal budget at least the amount of the local match. MPO's share may include both in kind services and a local match. This Agreement may be supplemented if additional funding becomes available.

**8.2 MPO'S FINANCIAL RESPONSIBILITY**

MPO understands that payment for the costs of the Eligible Planning Activities, are the sole responsibility of MPO when Federal participation is not allowable or available or if the planning activities are subsequently determined to be ineligible for Federal-aid funding. Therefore, when the Federal government refuses to participate in the costs of the planning activities, MPO is responsible for all costs with no reimbursement under this Agreement.

**8.3 REIMBURSEMENT OF ACTUAL COSTS INCURRED BY MPO**

8.3.1 MPO incurred costs of Eligible Planning Activities may be reimbursed with federal funds at actual costs if:

- a. MPO submits an UPWP budget and FHWA approves such budget
- b. State has obtained federal funds obligation
- c. Eligible Planning Activities performed prior to July 1, 2021, and after June 30, 2022, are ineligible for Federal-aid reimbursement
- d. MPO obtains the approval of State and of FHWA prior to the purchase of any specialized equipment over \$5,000. Specialized equipment is equipment not ordinarily used or required in the regular administrative or planning operations of MPO. Such equipment must be required for and

used primarily for Eligible Planning Activities. The cost of this specialized equipment must be reasonable as determined by State or FHWA

- e. MPO agrees to certify that items of equipment included in direct costs have been excluded from the indirect costs
- f. MPO submits invoices no more frequently than monthly and no less often than quarterly and in accordance with this Agreement. MPO is responsible for submitting for reimbursement the total actual costs expended that are eligible for Federal-aid. State, on behalf of FHWA, will review the costs submitted and determine what costs are eligible for reimbursement. State will reimburse MPO for the Federal share of the eligible actual costs. MPO shall retain detailed cost records supporting all invoices for three (3) years after final cost settlement by FHWA and project closeout by the State. MPO shall submit those records to State upon request.
- g. All Invoices are submitted on or before August 29, 2022.

8.3.2 MPO is required to submit their reimbursement requests of actual costs incurred to State's Highway Planning Manager. All reimbursement requests (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through State's invoice workflow system OnBase, for review, approval, and payment. The user guide for the OnBase system along with training videos can be found at <http://dot.nebraska.gov/business-center/consultant/onbase-help/>.

The reimbursement request package must include the following:

1. Invoice: The invoice must include the following:
  - a. MPO name and address
  - b. Invoice number
  - c. Invoice date
  - d. Invoicing period (beginning date and ending dates of services)
  - e. Agreement Number
  - f. Project identification (Project Number, Control Number, and Project Location/Description)
  - e. Contact person for questions about the invoice
  - f. Breakdown of MPO's expenses
    - i. Direct Labor Costs (hours worked multiplied by the actual labor rate)
    - ii. Labor Fringe Benefits and/or if appropriate Indirect (Overhead) Costs

- iv. Direct Non-Labor Costs
  - v. Subcontractors/subconsultant expenses
  - g. Federal share and Local share to match the federal amount breakdown of expense.
2. Cost Breakdown Form: Each reimbursement request package must include a completed “Cost Breakdown Form” (NDOT Form 162) properly prepared, signed and dated. This form is available on the State’s website at <http://dot.nebraska.gov/business-center/consultant/>.
  3. Progress Report: A Progress Report must accompany the reimbursement request and, in accordance with 23 CFR 420.117, must include the following:
    - a. Comparison of actual performance with established goals
    - b. Progress in meeting schedules
    - c. Comparison of budgeted (approved) amounts and actual costs incurred.
      - Cost overruns and underruns
    - e. Approved planning program revisions, and
    - f. Other pertinent supporting data
  4. Breakdown of subcontractors/subconsultant expenses
    - a. Must be noted as paid and signed by appropriate representative
- 8.3.3 It is understood that when utilizing PL Funds for travel expenses related to Eligible Planning Activities outside MPO area, MPO will submit detailed travel information to State either prior to the travel, or submitted with the PL billing statement. The reimbursement for meal and lodging rates shall be actual costs limited to the prevailing standard rate as indicated in the current website address for U.S. General Services Administration’s (GSA) rates which is indicated below:  
<http://www.gsa.gov/portal/category/100120>
- 8.3.4 State will perform an initial check to verify that all necessary documentation is accurate and complete. State will reimburse MPO for the Federal share of the actual costs of Eligible Planning Activities and will make a reasonable effort to pay MPO within thirty (30) days of State’s receipt of MPO’s reimbursement request.
- 8.3.5 The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine whether the costs incurred by MPO are allowable under this agreement, including any subcontractor/subconsultant agreements.

8.3.6 Oversight costs include: direct costs, such as compensation of MPO employees for their time devoted and related directly to the performance of the Eligible Planning Activities for which the federal-aid was approved; cost of materials consumed for the Eligible Planning Activities; and indirect costs, with an approved Indirect Cost Allocation Plan as outlined in the LPA Guidelines Manual.

#### **8.4 AUDIT AND FINAL COST SETTLEMENT**

8.4.1 The final settlement between State and MPO will be made after final funding review and approval by State and after an audit, if deemed necessary, has been performed to determine eligible actual costs.

8.4.2 If deemed necessary, an audit will be performed by State to determine whether the actual costs incurred for Eligible Planning Activities are eligible for reimbursement with federal funds. The Parties understand that the audit may require an adjustment of the reimbursement made under this Agreement. MPO agrees to reimburse State for any overpayments identified in the audit review, and State agrees to reimburse MPO for underpayments when appropriate.

8.4.3 If MPO's calculated share is more than the amount of local funds previously paid to State, State will bill MPO for the difference. MPO agrees to pay the amount due State within thirty (30) days of receipt of invoice.

8.4.4 If MPO's calculated share is less than the amount of local funds previously paid to State, State will reimburse MPO for the difference and will make a reasonable effort to pay MPO within thirty (30) days of the completion of the audit.

#### **SECTION 9. PROCUREMENT OF ENGINEERING AND DESIGN RELATED SERVICES**

MPO shall procure engineering design related services (as defined in 23 CFR 172.3) using the Qualifications Based Selection process set out in the LPA Guidelines Manual.

#### **SECTION 10. PROFESSIONAL PERFORMANCE**

It is understood by the Parties that MPO is solely responsible for all work product generated as part of the Eligible Planning Activities completed under this Agreement. Any review or examination by State, or acceptance or use of the work product of MPO or its consultant will not be considered to be a full and comprehensive review or examination and will not be considered an approval, for funding or for any other purpose, of the work product of MPO and its consultant which would relieve MPO from any expense or liability that would be connected with MPO's sole responsibility for the propriety and integrity of the work product to be accomplished by MPO or its consultant.

UL

Page 12 of 20  
Agreement No. UL2112

## **SECTION 11. INDEMNITY**

MPO agrees to hold harmless, indemnify, and defend State and FHWA against all liability, loss, damage, or expense, including reasonable attorney's fees and expert fees, that State or FHWA may suffer as a result of claims, demands, costs, or judgments arising out of MPO's work and the terms of this Agreement.

## **SECTION 12. CONFLICT OF INTEREST LAWS**

- 12.1 MPO shall review the Conflict of Interest provisions of 23 CFR 1.33, 49 CFR 18.36(b)(3) and 2 CFR, and agrees to comply with all the Conflict of Interest provisions (including applicable State and local provisions) in order for the Eligible Planning Activities to remain fully eligible for State or Federal funding. MPO should review, understand and follow the instructions provided in the **NDOR CONFLICT OF INTEREST GUIDANCE DOCUMENT FOR LPA OFFICIALS, EMPLOYEES & AGENTS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS** located on State's website at the following location: <http://dot.nebraska.gov/media/7349/coi-guidance-doc-lpa.pdf>
- 12.2 MPO must also complete, sign and submit to State's Highway Planning Manager, the **NDOR CONFLICT OF INTEREST DISCLOSURE FORM FOR LPAS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS**. This form is located on State's website at the following location: <http://dot.nebraska.gov/media/7323/coi-disclosure-doc-lpa.pdf>
- 12.3 Consultants, subconsultants, agents, or representatives providing services for MPO's, or submitting proposals for services, shall submit to MPO and State's Highway Planning Manager a Conflict of Interest Disclosure Form for Consultants. Consultants, subconsultants, agents, or representative shall submit a revised form for any changes in circumstances, or discovery of any additional facts that could result in someone employed by, or who has an ownership, personal, or other interest with such entity or individual(s) having a real or potential conflict of interest on MPO federal-aid transportation planning activities.

## **SECTION 13. DRUG FREE WORKPLACE**

MPO shall have an acceptable and current drug-free workplace policy on file with State.

## **SECTION 14. RECORDS RESPONSIBILITY**

- 14.1 MPO shall maintain all correspondence, files, books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such material available at its office. These records shall be available at all reasonable times during the

contract period and for at least three years from the date of final cost settlement by FHWA and project closeout by the State. Such records must be available for inspection by State and the FHWA, Federal Transit Administration, or any authorized representatives of the Federal government, and MPO shall furnish copies to those mentioned in this section when requested to do so.

- 14.2 Papers, interim reports, forms or other materials which are a part of the work under contract will not be copyrighted without written approval of State and Federal Highway Administration.
- 14.3 Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.
- 14.4 Publication by either party shall give credit to the other party and to the Federal Highway Administration. However, if State or Federal Highway Administration does not wish to subscribe to the findings or conclusions of the Study the following statement shall be included on the credit sheet: "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of State or Federal Highway Administration."
- 14.5 In the event of failure of agreement between State and MPO relative to the publication of any reports during the period of the contract, each party reserves the right to publish independently, in which event the nonoccurrence of the other party shall be set forth, if requested.
- 14.6 Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with participants in the Transportation Planning Program, small technical groups or lectures to employees or students. Lectures to other groups which describe the plans are permissible.
- 14.7 Neither party shall publish nor otherwise disclose, nor permit to be disclosed or published, the results of the investigation herein contemplated, during the period of the Agreement, without notifying the other party.
- 14.8 When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, a statement must be included in the paper and in the presentation of the effect that the paper had not been reviewed by the appropriate other party.

## **SECTION 15. FAIR EMPLOYMENT PRACTICES**

If MPO performs any Eligible Planning Activities itself, MPO shall abide by the provisions of the

Nebraska Fair Employment Practices Act as provided by Neb.Rev.Stat. § 48-1101 to 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in the SECTION 19. TITLE VI NONDISCRIMINATION CLAUSES of this Agreement. The reference to “Contractor” in this section also means “MPO”.

**SECTION 16. DISABILITIES ACT**

MPO agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this Agreement by reference.

**SECTION 17. LAWFUL PRESENCE IN USA AND WORK ELIGIBILITY STATUS**

**PROVISIONS**

MPO agrees to comply with the requirements of Neb.Rev.Stat. § 4-108 to 4-114 with the Eligible Planning Activities, including, but not limited to, the requirements of § 4-114(2) to place in any contract it enters into with a public contractor a provision requiring the public contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

**SECTION 18. DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

**18.1 Policy**

MPO shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this Agreement.

**18.2 Disadvantaged Business Enterprises (DBEs) Obligation**

MPO and State shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this Agreement. In this regard, MPO shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. MPO shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted contracts.

**SECTION 19. TITLE VI NONDISCRIMINATION CLAUSES**

During the performance of this Agreement, MPO, for itself, its assignees and successors in

interest agrees as follows:

**19.1 Compliance with Regulations:**

MPO shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

**19.2 Nondiscrimination:**

MPO, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, age, disability, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. MPO shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.

**19.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment:**

In all solicitations either by competitive bidding or negotiation made by MPO for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by MPO of MPO's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

**19.4 Information and Reports:**

MPO shall provide all information and reports required by the federal regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by State or FHWA to be pertinent to ascertain compliance with such federal regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, MPO shall so certify to State, or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

**19.5 Sanctions for Noncompliance:**

In the event of MPO's noncompliance with the nondiscrimination provisions of this Agreement, State will impose such contract sanctions as it or FHWA may determine to be

appropriate, including but not limited to,

- (a) Withholding of payments to MPO under this Agreement until MPO complies, and/or
- (b) Cancellation, termination or suspension of this Agreement, in whole or in part.

**19.6 Incorporation of Provisions:**

MPO shall include the provisions of sections 19.1 through 19.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. MPO shall take such action with respect to any subcontract or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, MPO may request State to enter into such litigation to protect the interests of State, and in addition, MPO may request the United States to enter into such litigation to protect the interests of the United States.

**SECTION 20. ENTIRE AGREEMENT**

This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this Agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

**SECTION 21. CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

21.1 The undersigned certifies, to the best of his or her knowledge and belief, that:

21.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

21.1.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract,

grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

21.1.3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, subgrants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

21.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **SECTION 22. PAPERWORK REDUCTION ACT PUBLIC BURDEN STATEMENT**

A Federal agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a current valid OMB control number. The OMB Control No. for this information collection is 2105-0555. The information requested on this form is being collected and disseminated by the U.S. Department of Transportation, Office of the Secretary as a courtesy to the public. Public burden reporting for this collection of information is estimated to be 15 minutes per response, including time for reviewing instructions, and completing and reviewing the collection of information. All responses to this collection are mandatory. Send comments regarding the burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to: Information Collection Clearance Office, US Department of Transportation, Office so Small and Disadvantaged Business Utilization, Financial Assistance Division, 1200 New Jersey Ave., S.E., 5th Floor, W56-448, Washington, DC 20590.

## **SECTION 23. PRIVACY ACT STATEMENT**

The Privacy Act requires that we provide you with the following information regarding our use of your Personally Identifiable Information. The information on this form is solicited under the authority of Title 49 U.S.C. 332(b)(3)(4)(5) which authorizes DOT OSDBU to assist Disadvantage Business Enterprises and Small and Disadvantaged Businesses in acquiring access to working capital and to debt financing, in order to obtain transportation related contracts funded by DOT. STLP loans are provided through lenders that serve as STLP Participating Lenders (PL). The PLs enter into a Cooperative Agreement with DOT's OSDBU.

UL

Page 18 of 20  
Agreement No. UL2112

The STLP is subject to budgeting and accounting requirements of the Federal Credit Reform Act of 1990 (FCRA). The PL must carry out processes to activate, monitor, service and close out STLP loans. To fulfill the requirements of FCRA, the PL submits reports and the forms to OSDBU. Provisions of the requested information are voluntary; however it is a requirement of the Cooperative Agreement.

UL

Page 19 of 20  
Agreement No. UL2112

**IN WITNESS WHEREOF**, the Parties hereby execute this agreement pursuant to lawful authority as of the date signed by each party.

**EXECUTED** by the MPO this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

WITNESS:

MPO

RaNae Edwards

Roger G. Steele

\_\_\_\_\_  
Grand Island City Clerk

\_\_\_\_\_  
Mayor for City of Grand Island

**EXECUTED** by the State this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION  
Ryan Huff, P.E.

\_\_\_\_\_  
Chief Strategy Officer  
Strategic Planning Division

RESOLUTION 2021-147

WHEREAS, the Grand Island Area Metropolitan Planning Organization (GIAMPO) in cooperation with the Nebraska Department of Transportation has prepared a Unified Planning Work Program (UPWP) for the purpose of assisting the Local Planning Agency (LPA) in obtaining Federal approval and financial assistance to ensure a continued, comprehensive, and cooperative transportation planning process between the state and local governments for the Grand Island Metropolitan Planning Area for Fiscal Year 2022; and

WHEREAS, the total cost of the Eligible Planning Activities under such agreement is currently estimated to be \$110,235.00, with the federal share estimated at \$88,188.00 and the MPO share estimated at \$22,047.00 for Fiscal Year 2022, which begins July 1, 2021 and ends June 30, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Unified Planning Work Program (UPWP) for the Grand Island Metropolitan Planning Area for Fiscal Year 2022 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 22, 2021.

---

Roger G. Steele, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
June 17, 2021	☒ City Attorney



# City of Grand Island

Tuesday, June 22, 2021

Council Session

## Item G-15

**#2021-148 - Approving Relocation Compensation to Construction Rental, Inc. in Connection with Old Potash Highway Roadway Improvements; Project No. 2019-P-1**

Staff Contact: John Collins, P.E. - Public Works Director

# Council Agenda Memo

**From:** Keith Kurz PE, Assistant Public Works Director

**Meeting:** June 22, 2021

**Subject:** Approving Relocation Compensation to Construction Rental, Inc. in Connection with Old Potash Highway Roadway Improvements; Project No. 2019-P-1

**Presenter(s):** John Collins PE, Public Works Director

## Background

On October 8, 2019, via Resolution No. 2019-306, City Council approved the acquisition of 3505 W Old Potash Highway from Reece Construction Co., Inc., in the amount of \$696,000.00, to allow for improvements along the Old Potash Highway corridor. The driveway that served 3505 W Old Potash Highway was too close to the intersection of Old Potash Highway and US Highway 281, with the proposed improvements not allowing for the driveway to remain and still provide a safe roadway.

The business, Construction Rental, previously located at 3505 W Old Potash Highway has relocated to 3974 Westgate Road.

## Discussion

The Construction Rental property at the corner of Old Potash and Highway 281 was acquired in December of 2019. At the time of the negotiation and purchase of the property, a relocation report was generated by Midwest ROW. Similar to an appraisal of the value of the property, this report outlines the cost of relocating the business due to the purchase of the property. Nebraska Department of Transportation has guidelines in this process and these guidelines were followed in generating this report. Relocation expenses were mentioned with the council action on purchasing the property.

There was an extensive amount of personal property within the business location that was relocated from 3505 W Old Potash Highway to 3974 Westgate Road. Efforts were made to identify all items to be moved through the business relocation study. A replacement site had not been identified when the business relocation study was prepared and therefore estimates to move some items could not be anticipated. The business relocation study noted that additional costs would be incurred in order to move to the replacement property. This displaced business has submitted paid receipts for reimbursement for the following incurred expenses associated with their relocation. These expenses are qualified under the NDOT guidelines mentioned above.

<b>Relocation Assistance</b>	
Payment for actual reasonable moving and related expenses- Nonresidential moves- self move	\$75,912.00
Disconnecting and reinstalling equipment- Vice	\$5,152.35
Disconnecting and reinstalling equipment- Computer Equipment	\$1,791.30
Disconnecting and reinstalling equipment- Alarm Security System	\$7,795.45
Disconnecting and reinstalling equipment- Air Compressor System	\$2,525.00
Disconnecting and reinstalling equipment- Pressure Wash System	\$963.00
Utility Connections and modifications necessary to adapt the utilities at the replacement site- electricity connections for work benches	\$1,143.96
Professional services necessary- soils testing	\$6,000.00
Reletterings signs and replacing stationery on hand at the time of displacement that are made obsolete as a result of the move	\$380.63
Relettering and purchase of substitute personal property- move and transport existing signs, purchase of signs, installation of signs and electrical connection of signs	\$16,123.40
Direct loss of tangible personal property and purchase of substitute personal property- jib crane	\$25,959.26
Purchase and connection of substitute personal property- oil/sand separator system, catch basin materials, installation of the oil/sand separator system	\$21,883.74
Searching expenses	\$2,500.0
Reestablishment expenses- purchase and installed an updated fuel tank system, concrete pad needed for the fuel tanks, 6" concrete paving to support heavy construction equipment traffic, required landscaping at replacement site	\$25,000.00
<b>TOTAL</b>	<b>\$193,130.09</b>

### **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 relocation expenses of Construction Rental, Inc. in the amount of \$193,130.09.

### **Sample Motion**

Move to approve the resolution.

RESOLUTION 2021-148

WHEREAS, On October 8, 2019, via Resolution No. 2019-306, City Council approved the acquisition of 3505 W Old Potash Highway from Reece Construction Co., Inc., in the amount of \$696,000.00, to allow for improvements along the Old Potash Highway corridor; and

WHEREAS, the driveway that served 3505 W Old Potash Highway was too close to the intersection of Old Potash Highway and US Highway 281, with the proposed improvements not allowing for the driveway to remain and still provide a safe roadway; and

WHEREAS, the business, Construction Rental, previously located at 3505 W Old Potash Highway has relocated to 3974 Westgate Road; and

WHEREAS, there was an extensive amount of personal property within the business location that was relocated from 3505 W Old Potash Highway to 3974 Westgate Road; and

WHEREAS, Efforts were made to identify all items to be moved through the business relocation study; and

WHEREAS, a replacement site had not been identified when the business relocation study was prepared and therefore estimates to move some items could not be anticipated; and

WHEREAS, the business relocation study noted that additional costs would be incurred in order to move to the replacement property; and

WHEREAS, this displaced business has submitted paid receipts for reimbursement for the following incurred expenses associated with their relocation

<b>Relocation Assistance</b>	
Payment for actual reasonable moving and related expenses- Nonresidential moves- self move	\$75,912.00
Disconnecting and reinstalling equipment- Vice	\$5,152.35
Disconnecting and reinstalling equipment- Computer Equipment	\$1,791.30
Disconnecting and reinstalling equipment- Alarm Security System	\$7,795.45
Disconnecting and reinstalling equipment- Air Compressor System	\$2,525.00
Disconnecting and reinstalling equipment- Pressure Wash System	\$963.00
Utility Connections and modifications necessary to adapt the utilities at the replacement site- electricity connections for work benches	\$1,143.96
Professional services necessary- soils testing	\$6,000.00
Reletterings signs and replacing stationery on hand at the time of displacement that are made obsolete as a result of the move	\$380.63
Relettering and purchase of substitute personal property- move and transport existing signs, purchase of signs, installation of signs and electrical connection of signs	\$16,123.40

Approved as to Form    ✕ _____ June 17, 2021                    ✕ City Attorney
--

Direct loss of tangible personal property and purchase of substitute personal property- jib crane	\$25,959.26
Purchase and connection of substitute personal property- oil/sand separator system, catch basin materials, installation of the oil/sand separator system	\$21,883.74
Searching expenses	\$2,500.0
Reestablishment expenses- purchase and installed an updated fuel tank system, concrete pad needed for the fuel tanks, 6" concrete paving to support heavy construction equipment traffic, required landscaping at replacement site	\$25,000.00
<b>TOTAL</b>	<b>\$193,130.09</b>

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the relocation expenses of Construction Rental, Inc. in the amount of \$193,130.09 are hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 22, 2021.

---

Roger G. Steele, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, June 22, 2021

Council Session

## Item G-16

**#2021-149 - Approving Temporary Construction Easements for Sanitary Sewer Rehabilitation- Various Locations; Project No. 2020-S-8**

Staff Contact: John Collins, P.E. - Public Works Director

# Council Agenda Memo

**From:** Keith Kurz PE, Assistant Public Works Director

**Meeting:** June 22, 2021

**Subject:** Approving Temporary Construction Easements for Sanitary Sewer Rehabilitation- Various Locations; Project No. 2020-S-8

**Presenter(s):** John Collins PE, Public Works Director

## Background

Public Works is taking a proactive approach in rehabilitating sanitary sewer throughout the City to avoid failures. This project will fix known pipe breaks on sewer mains in difficult to access locations.

Temporary construction easements are needed to accommodate the rehabilitation of sanitary sewer at four (4) locations in the City, which must be approved by City Council.

## Discussion

Temporary construction easements are needed for Sanitary Sewer Rehabilitation- Various Locations; Project No. 2020-S-8.

The affected property owners have signed the necessary documents for the temporary construction easements, with no cost to the City.

<i>Property Owner</i>	<i>Legal Description</i>
Daniel C Morse and Kassie L Morse	A PARCEL OF LAND LOCATED IN LOT 4, BLOCK 1, SECOND ADDITION TO HOLCOMB’S HIGHWAY HOMES SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE N89°26’05”W (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 8.03 FEET TO THE WEST LINE OF AN EXISTING UTILITY EASEMENT AS PLATTED IN SAID SECOND ADDITION TO HOLCOMB’S HIGHWAY HOMES SUBDIVISION AND TO THE POINT OF BEGINNING; THENCE CONTINUING N89°26’05”W ON SAID NORTH LINE, A DISTANCE OF 27.56 FEET; THENCE S00°01’05”W, A DISTANCE OF 20.00 FEET; THENCE S89°26’05”E, PARALLEL WITH AND 20.00 FEET DISTANT FROM SAID NORTH LINE, A DISTANCE OF 25.60 FEET TO SAID WEST LINE; THENCE

	N05°36'53"E ON SAID WEST LINE, A DISTANCE OF 20.08 FEET TO THE POINT OF BEGINNING, CONTAINING 531 SQUARE FEET, MORE OR LESS.
Amalia Ramirez Madueno	THE EAST 20 FEET OF THE NORTH 27 FEET OF LOT 18, BLOCK 24, COLLEGE ADDITION TO WEST LAWN IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 540 SQUARE FEET, MORE OR LESS.
Nathan W Murdoch and Tiffany M Murdoch	THE EAST 20 FEET OF THE WEST 28 FEET OF THE NORTH 50 FEET OF THE SOUTH 60 FEET OF LOT 21, BLOCK 4, REPLAT OF RIVERSIDE ACRES, AN ADDITION TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 1000 SQUARE FEET, MORE OR LESS.
Yolanda Alvarez	THE EAST 20 FEET OF THE SOUTH 21 FEET OF LOT 16, BLOCK 24, COLLEGE ADDITION TO WEST LAWN IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 420 SQUARE FEET, MORE OR LESS.
Opal Eggers Nester	THE WEST 20 FEET OF THE EAST 28 FEET OF THE NORTH 50 FEET OF THE SOUTH 60 FEET OF LOT 10, BLOCK 4, REPLAT OF RIVERSIDE ACRES, AN ADDITION TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 1000 SQUARE FEET, MORE OR LESS.
Randall L Rawlings and Jody S Rawlings	A PARCEL OF LAND LOCATED IN LOT 2, BLOCK 1, SECOND ADDITION TO HOLCOMB'S HIGHWAY HOMES SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE S00°16'31"E (ASSUMED BEARING) ON THE WEST LINE OF SAID LOT 2, A DISTANCE OF 84.00 FEET TO THE NORTH LINE OF AN EXISTING UTILITY EASEMENT AS PLATTED IN SAID SECOND ADDITION TO HOLCOMB'S HIGHWAY HOMES SUBDIVISION; THENCE S89°26'05"E ON SAID NORTH LINE, A DISTANCE OF 25.00 FEET; THENCE N00°16'31"W, PARALLEL WITH AND 25.00 FEET DISTANCE FROM SAID WEST LINE, A DISTANCE OF 10.00 FEET; THENCE N89°26'05"W, PARALLEL AND 10.00 FEET DISTANCE FROM SAID NORTH LINE, A DISTANCE OF 19.00 FEET; THENCE N00°16'31"W, PARALLEL WITH AND 6.00 FEET DISTANCE FROM SAID WEST LINE, A DISTANCE OF 74.00 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE N89°26'19"W ON SAID NORTH LINE, A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING, CONTAINING 649 SQUARE FEET, MORE OR LESS.

### 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 Temporary Construction Easements between the City of Grand Island and the affected property owners for Sanitary Sewer Rehabilitation- Various Locations; Project No. 2020-S-8.

## **Sample Motion**

Move to approve the temporary construction easements.

**RIGHT OF ENTRY FOR SANITARY SEWER REPAIR CONSTRUCTION**

Project No. 2020-S-8  
2021 Sanitary Sewer Repairs

Tract No. 1

THIS AGREEMENT entered into this 14<sup>TH</sup> day of MAY, 2021, by and between The City of Grand Island, Nebraska, hereinafter called the "Acquiring Agency" and Opal Eggers Nester, hereinafter called the "Owner", whether one or more.

WHEREAS, the Acquiring Agency is in the process of preparing to construct the sanitary sewer repair and this Right of Entry Agreement is outside of the Construction Easement limits of the Project, and the Acquiring Agency needs the right to enter upon the owner's property for the purpose of the sanitary sewer repairs and restoration. These tasks are required in order for the Acquiring Agency to prepare the plans to repair the sanitary sewer.

Upon execution of this Agreement, the Acquiring Agency, its agents, employees and all persons contracting with the Acquiring Agency and their employees, may make entry upon said premises on or after May 1, 2021. Such entry shall include the right to construct the sanitary sewer repair and restoration work within the limits of this Right of Entry Agreement.

This Right of Entry Agreement terminates thirty (30) days after all field work is complete, and is granted upon the condition that the Acquiring Agency will cause the area disturbed under this agreement to be restored upon completion of construction.

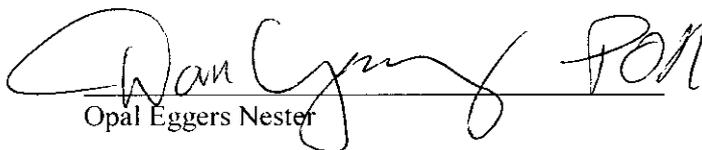
No claim for damages for wrongful entry or trespass shall be made by the owner against the Acquiring Agency on the Real Property which is the subject of this Agreement and is described as follows:

**See Attached Temporary Construction Easement Exhibit  
"Tract 1 – Lot 10, Block 4, Replat of Riverside Acres"**

That said Owner for himself, itself or themselves and his or their heirs, executives, administrators and assigns, does or do confirm upon said Acquiring Agency and its assigns, that he, they or it is or are the Owners of the above described property and that he, they or it has or have the right to grant and convey this Right of Entry in the manner and form aforesaid and that he, they or it will and his or their heirs, executives, administrators and assigns shall warrant and defend this Right of Entry to aid Acquiring Agency and its assigns against the lawful claims and demands of all persons except none.

This instrument contains the entire agreement of the parties, except the Right of Way Acquisition Contract, Permanent Easement Contract, or Temporary Easement Contract. There are no other or different agreements or understandings.

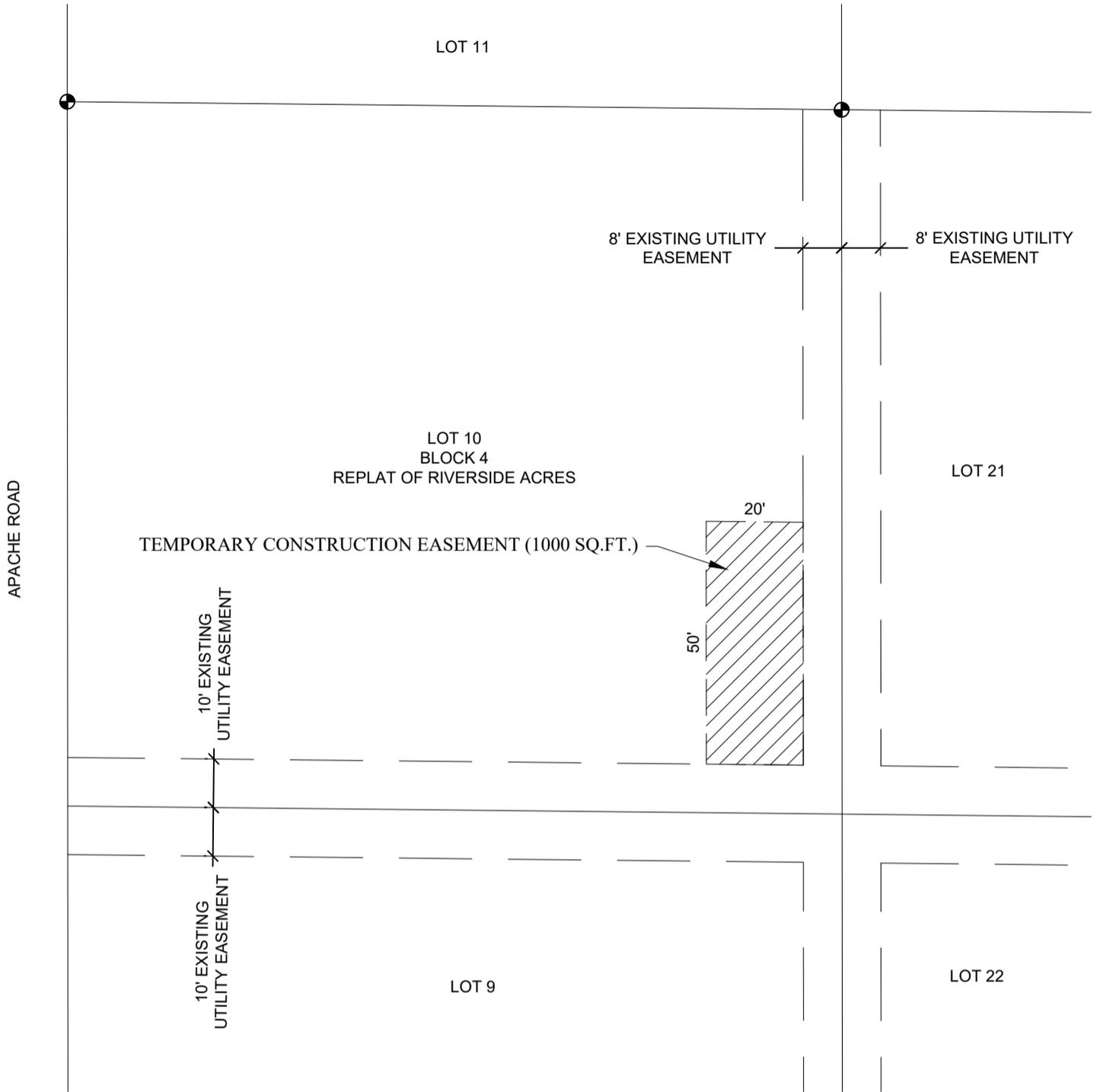
OWNER(S)

  
Opal Eggers Nester

City of Grand Island, Nebraska

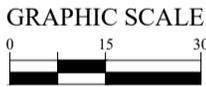
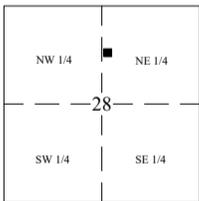
  
Representative

# TEMPORARY CONSTRUCTION EASEMENT EXHIBIT



**VICINITY SKETCH**

HALL COUNTY  
NEBRASKA  
R9W



**TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:**

THE WEST 20 FEET OF THE EAST 28 FEET OF THE NORTH 50 FEET OF THE SOUTH 60 FEET OF LOT 10, BLOCK 4, REPLAT OF RIVERSIDE ACRES, AN ADDITION TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 1000 SQUARE FEET, MORE OR LESS.

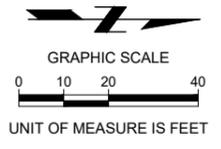
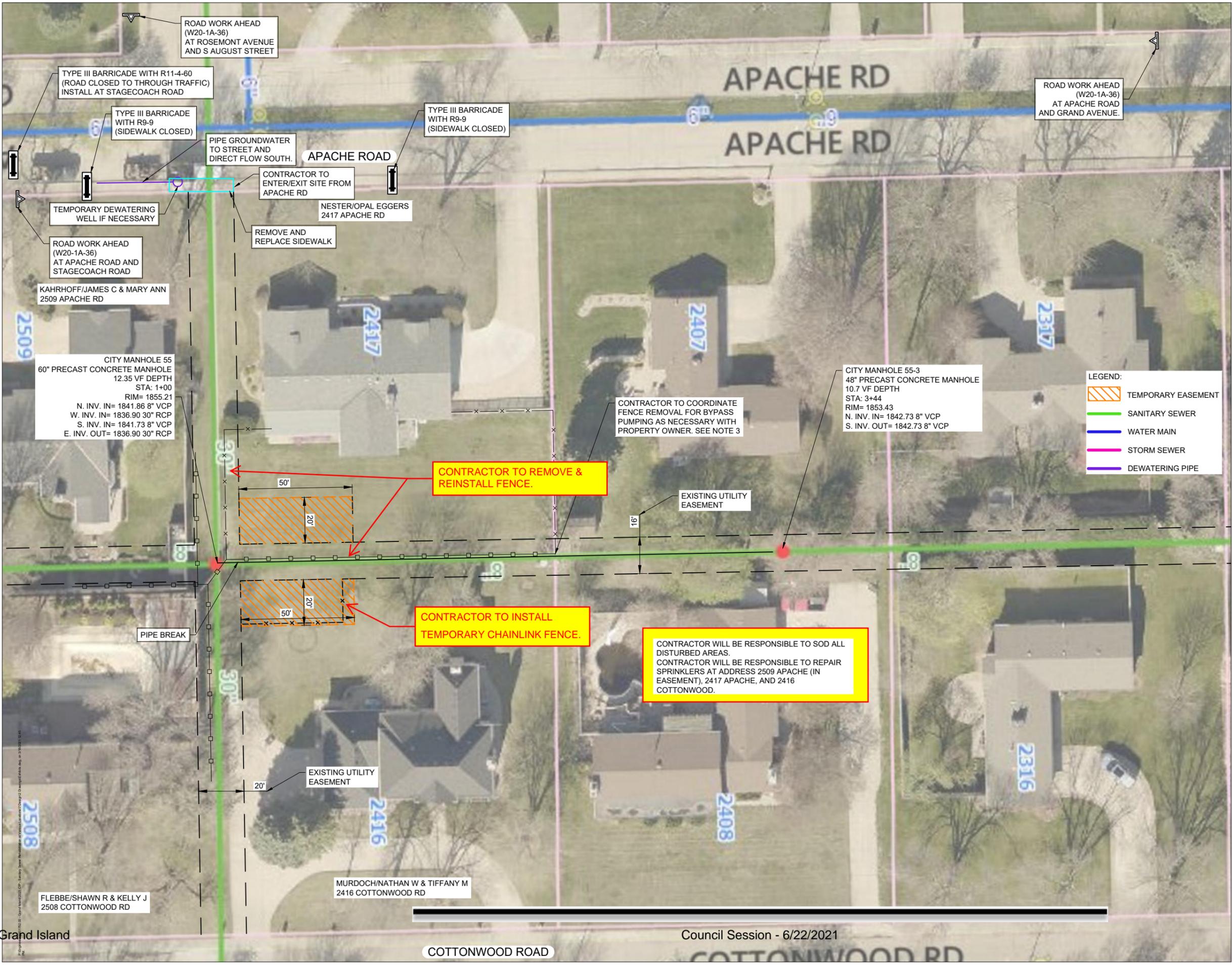
NOTE: ALL BEARINGS ARE ASSUMED.

**LEGEND**

- ⊕ MONUMENT FOUND
- MONUMENT SET
- CALCULATED POINT
- D DEEDED DISTANCE
- G GOVERNMENT DISTANCE
- M MEASURED DISTANCE
- P PLATTED DISTANCE
- R RECORDED DISTANCE
- — — — — EXISTING EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT AREA

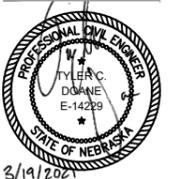
DATE	2/8/2021
SCALE	1" = 30'
DRAWN	AG
JOB NO.	R201752
FIELD BOOK	GRAND ISLAND #9
FIELD WORK	BS/AG
SHEET	1 OF 1
TRACT NO.	1

P:\Engineering\201752.00 - Grand Island 2021 CIP - Sanitary Sewer Rehabilitation at Various Locations\6 Survey\Drawings\SV-201752 Easement.dwg, on 2/12/2021 12:16 PM.



2021  
 SANITARY SEWER REHABILITATION  
 GRAND ISLAND, NEBRASKA

PIPE REPAIR 22930 - AERIAL



3/19/2021

PROJECT NO.	201752.00
DATE	3/18/2021
DRAWN BY	TAH
FILE NAME	Exhibits.dwg
FIELD BOOK	
FIELD CREW	
SURVEY FILE NO.	
PLAN IN HAND	
INITIALS	
DATE	
70 PERCENT REVIEW	
INITIALS	
DATE	
95 PERCENT REVIEW	
INITIALS	
DATE	
REVISIONS	



**RIGHT OF ENTRY FOR SANITARY SEWER REPAIR CONSTRUCTION**

Project No. 2020-S-8  
2021 Sanitary Sewer Repairs

Tract No. 2

THIS AGREEMENT entered into this 20<sup>th</sup> day of MAY, 2021, by and between The City of Grand Island, Nebraska, hereinafter called the "Acquiring Agency" and Nathan + Tiffany Murdoch hereinafter called the "Owner", whether one or more.

WHEREAS, the Acquiring Agency is in the process of preparing to construct the sanitary sewer repair and this Right of Entry Agreement is outside of the Construction Easement limits of the Project, and the Acquiring Agency needs the right to enter upon the owner's property for the purpose of the sanitary sewer repairs and restoration. These tasks are required in order for the Acquiring Agency to prepare the plans to repair the sanitary sewer.

Upon execution of this Agreement, the Acquiring Agency, its agents, employees and all persons contracting with the Acquiring Agency and their employees, may make entry upon said premises on or after May 1, 2021. Such entry shall include the right to construct the sanitary sewer repair and restoration work within the limits of this Right of Entry Agreement.

This Right of Entry Agreement terminates thirty (30) days after all field work is complete, and is granted upon the condition that the Acquiring Agency will cause the area disturbed under this agreement to be restored upon completion of construction.

No claim for damages for wrongful entry or trespass shall be made by the owner against the Acquiring Agency on the Real Property which is the subject of this Agreement and is described as follows:

**See Attached Temporary Construction Easement Exhibit  
"Tract 2 – Lot 21, Block 4, Replat of Riverside Acres"**

That said Owner for himself, itself or themselves and his or their heirs, executives, administrators and assigns, does or do confirm upon said Acquiring Agency and its assigns, that he, they or it is or are the Owners of the above described property and that he, they or it has or have the right to grant and convey this Right of Entry in the manner and form aforesaid and that he, they or it will and his or their heirs, executives, administrators and assigns shall warrant and defend this Right of Entry to aid Acquiring Agency and its assigns against the lawful claims and demands of all persons except none.

This instrument contains the entire agreement of the parties, except the Right of Way Acquisition Contract, Permanent Easement Contract, or Temporary Easement Contract. There are no other or different agreements or understandings.

OWNER(S)

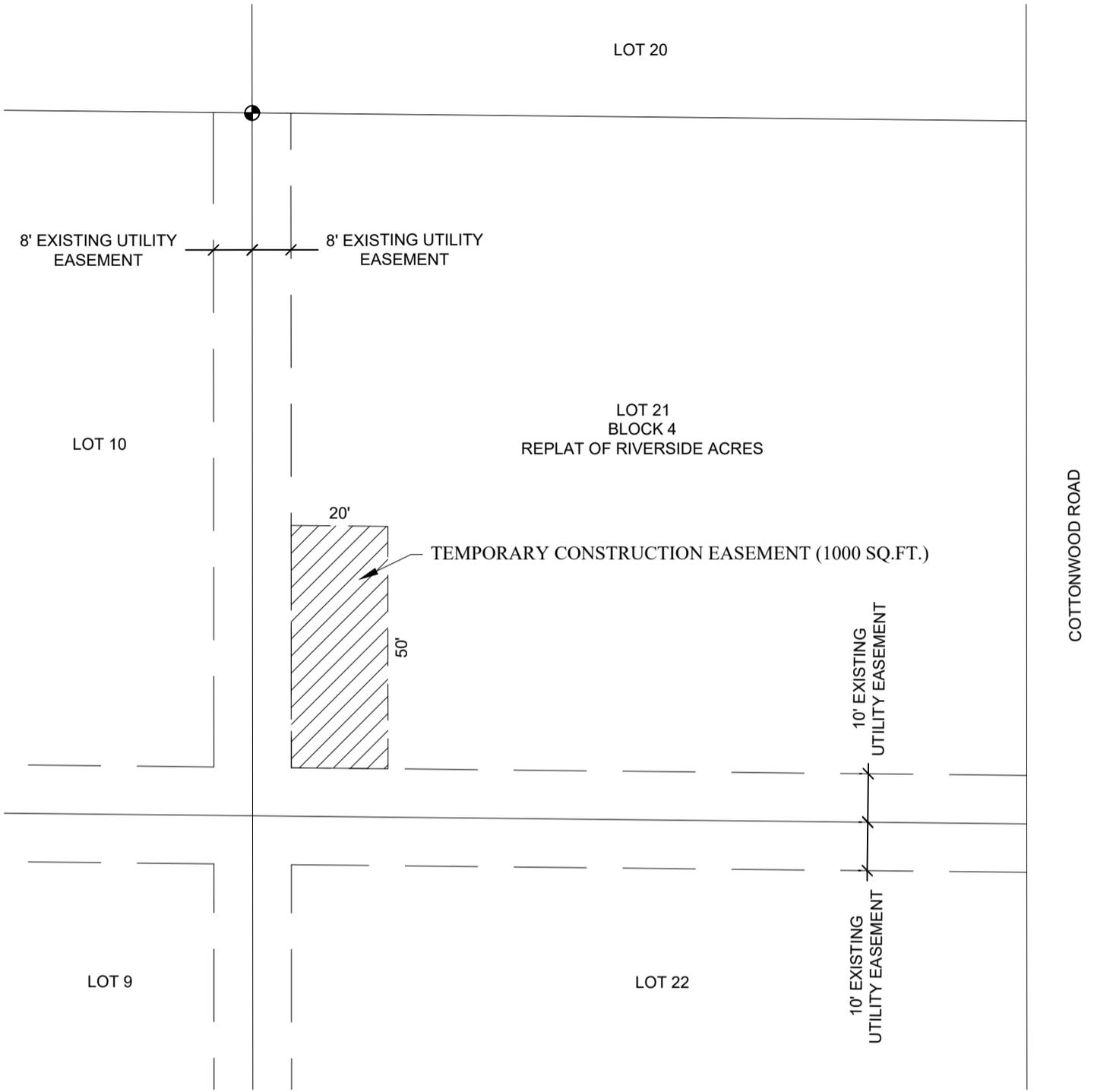
  
Nathan W Murdoch

  
Tiffany M Murdoch

City of Grand Island, Nebraska

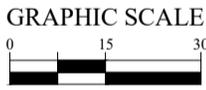
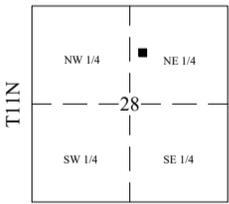
  
Representative

# TEMPORARY CONSTRUCTION EASEMENT EXHIBIT



**VICINITY SKETCH**

HALL COUNTY  
NEBRASKA  
R9W



**TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:**

THE EAST 20 FEET OF THE WEST 28 FEET OF THE NORTH 50 FEET OF THE SOUTH 60 FEET OF LOT 21, BLOCK 4, REPLAT OF RIVERSIDE ACRES, AN ADDITION TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 1000 SQUARE FEET, MORE OR LESS.

NOTE: ALL BEARINGS ARE ASSUMED.

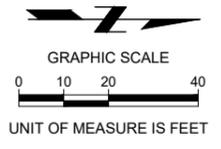
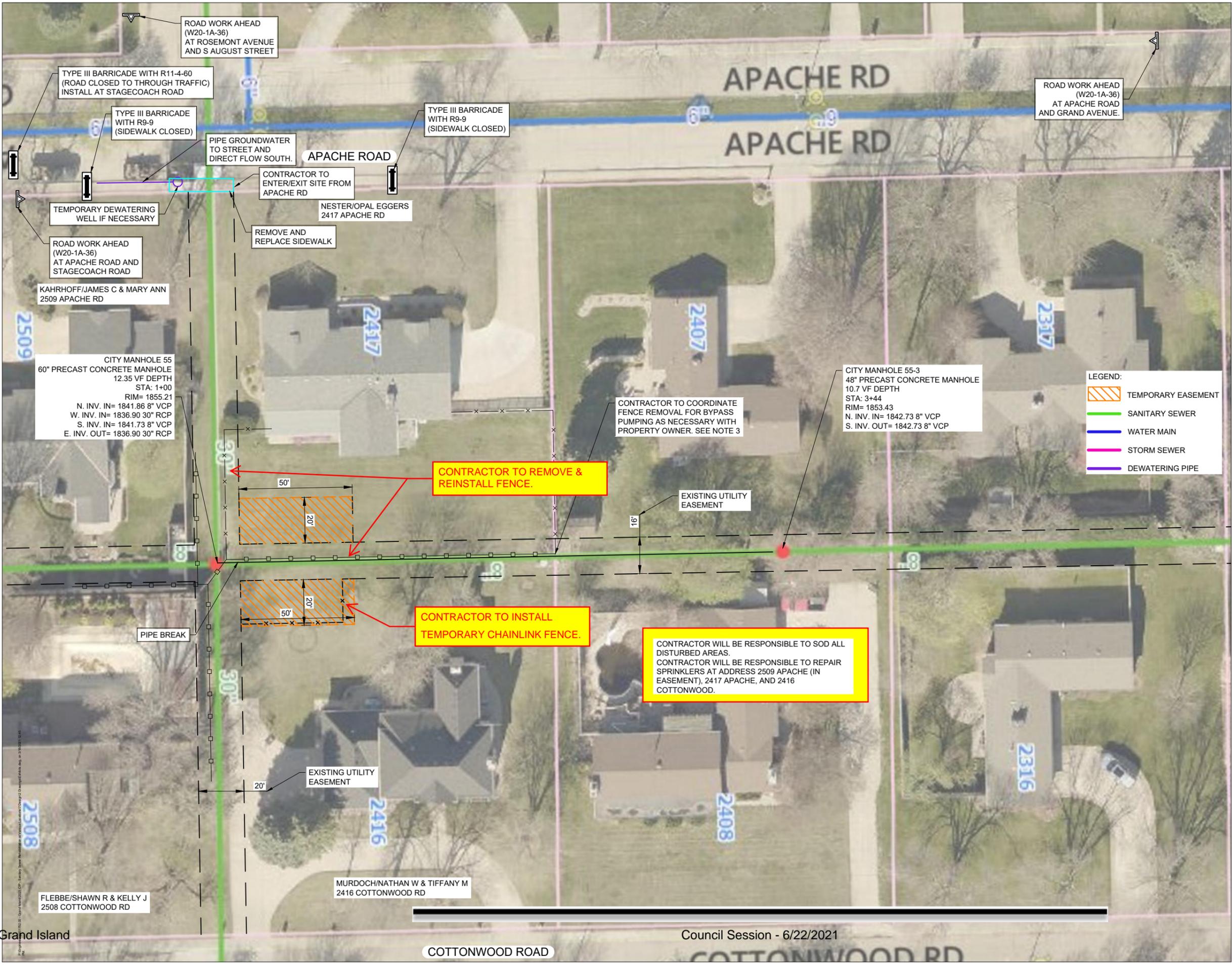
**LEGEND**

- MONUMENT FOUND
  - MONUMENT SET
  - CALCULATED POINT
  - D DEEDED DISTANCE
  - G GOVERNMENT DISTANCE
  - M MEASURED DISTANCE
  - P PLATTED DISTANCE
  - R RECORDED DISTANCE
- — — — — EXISTING EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT AREA

DATE	2/8/2021
SCALE	1" = 30'
DRAWN	AG
JOB NO.	R201752
FIELD BOOK	GRAND ISLAND #9
FIELD WORK	BS/AG
SHEET	1 OF 1
TRACT NO.	2

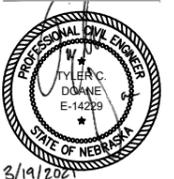
**JEO CONSULTING GROUP**

800.723.8567  
Grand Island, NE 308.381.7428  
www.jeo.com



2021  
 SANITARY SEWER REHABILITATION  
 GRAND ISLAND, NEBRASKA

PIPE REPAIR 22930 - AERIAL



3/19/2021

PROJECT NO.	201752.00
DATE	3/18/2021
DRAWN BY	TAH
FILE NAME	Exhibits.dwg
FIELD BOOK	
FIELD CREW	
SURVEY FILE NO.	
PLAN IN HAND	
INITIALS	
DATE	
70 PERCENT REVIEW	
INITIALS	
DATE	
95 PERCENT REVIEW	
INITIALS	
DATE	
REVISIONS	



**RIGHT OF ENTRY FOR SANITARY SEWER REPAIR CONSTRUCTION**

Project No. 2020-S-8  
2021 Sanitary Sewer Repairs

Tract No. 3

THIS AGREEMENT entered into this 13 day of MAY, 2021, by and between The City of Grand Island, Nebraska, hereinafter called the "Acquiring Agency" and MARY J REAB hereinafter called the "Owner", whether one or more.

WHEREAS, the Acquiring Agency is in the process of preparing to construct the sanitary sewer repair and this Right of Entry Agreement is outside of the Construction Easement limits of the Project, and the Acquiring Agency needs the right to enter upon the owner's property for the purpose of the sanitary sewer repairs and restoration. These tasks are required in order for the Acquiring Agency to prepare the plans to repair the sanitary sewer.

Upon execution of this Agreement, the Acquiring Agency, its agents, employees and all persons contracting with the Acquiring Agency and their employees, may make entry upon said premises on or after May 1, 2021. Such entry shall include the right to construct the sanitary sewer repair and restoration work within the limits of this Right of Entry Agreement.

This Right of Entry Agreement terminates thirty (30) days after all field work is complete, and is granted upon the condition that the Acquiring Agency will cause the area disturbed under this agreement to be restored upon completion of construction.

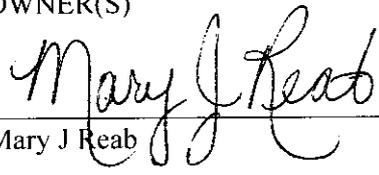
No claim for damages for wrongful entry or trespass shall be made by the owner against the Acquiring Agency on the Real Property which is the subject of this Agreement and is described as follows:

**See Attached Temporary Construction Easement Exhibit**  
**"Tract 3 – Lot 3, Block 1, Second Addition to Holcomb's Highway Homes Subdivision"**

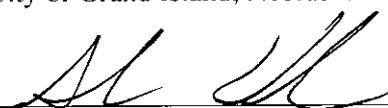
That said Owner for himself, itself or themselves and his or their heirs, executives, administrators and assigns, does or do confirm upon said Acquiring Agency and its assigns, that he, they or it is or are the Owners of the above described property and that he, they or it has or have the right to grant and convey this Right of Entry in the manner and form aforesaid and that he, they or it will and his or their heirs, executives, administrators and assigns shall warrant and defend this Right of Entry to aid Acquiring Agency and its assigns against the lawful claims and demands of all persons except none.

This instrument contains the entire agreement of the parties, except the Right of Way Acquisition Contract, Permanent Easement Contract, or Temporary Easement Contract. There are no other or different agreements or understandings.

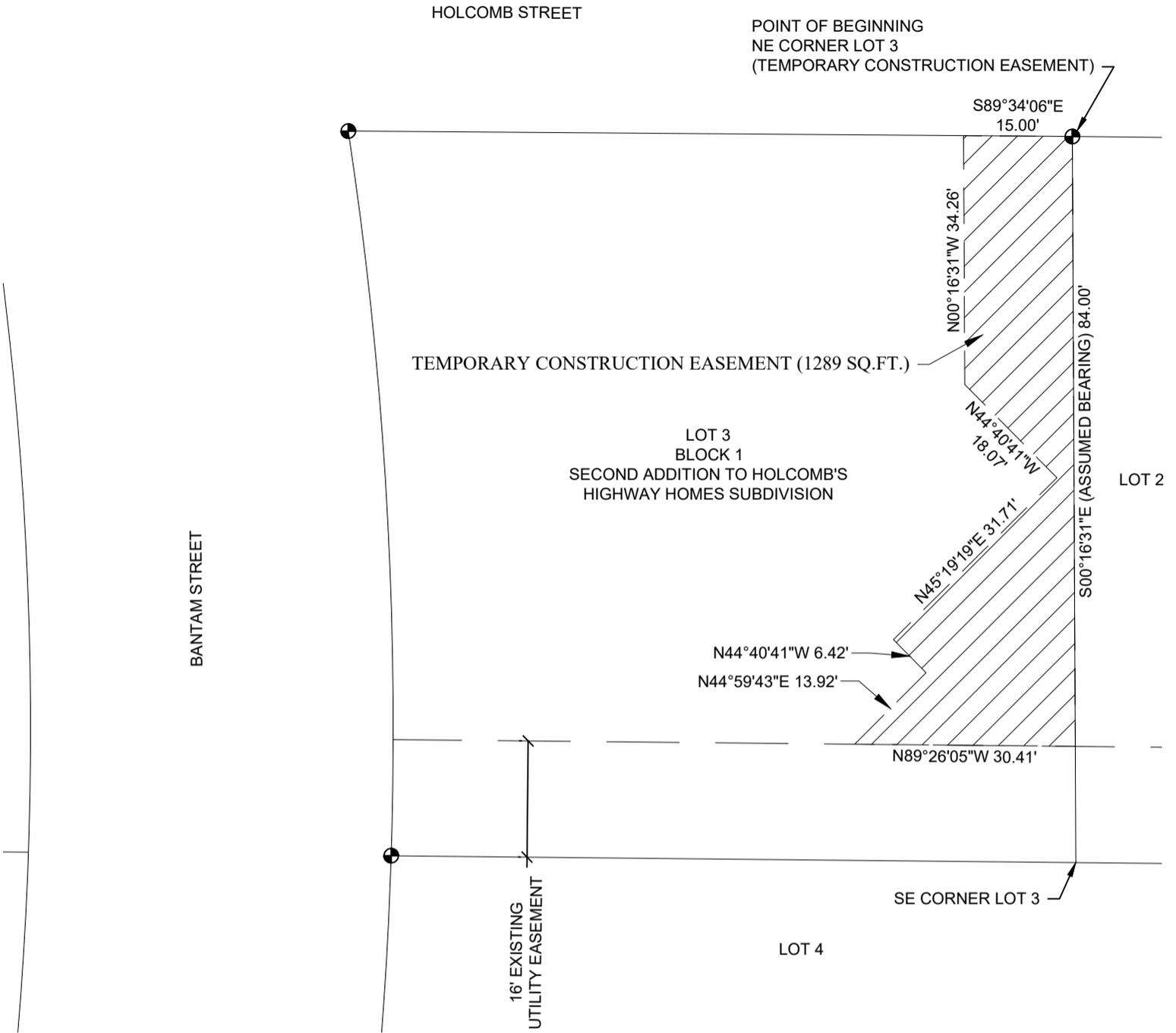
OWNER(S)

  
\_\_\_\_\_  
Mary J Reab

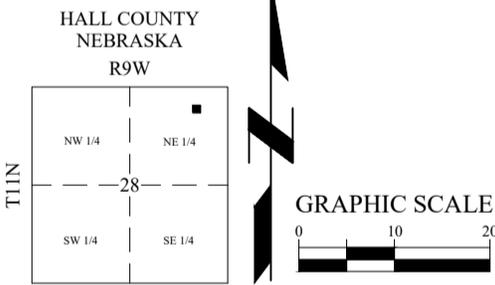
City of Grand Island, Nebraska

  
\_\_\_\_\_  
Representative

# TEMPORARY CONSTRUCTION EASEMENT EXHIBIT



**VICINITY SKETCH**



**TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 3, BLOCK 1, SECOND ADDITION TO HOLCOMB'S HIGHWAY HOMES SUBDIVISION IN THE CITY GRAND ISLAND, HALL COUNTY, NEBRASKA BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE S00°16'31"E (ASSUMED BEARING) ON THE EAST LINE OF SAID LOT 3, A DISTANCE OF 84.00 FEET TO THE NORTH LINE OF AN EXISTING UTILITY EASEMENT AS PLATTED IN SAID SECOND ADDITION TO HOLCOMB'S HIGHWAY HOMES SUBDIVISION; THENCE N89°26'05"W ON SAID NORTH LINE, A DISTANCE OF 30.41 FEET; THENCE N44°59'43"E, A DISTANCE OF 13.92 FEET; THENCE N44°40'41"W, A DISTANCE OF 6.42 FEET; THENCE N45°19'19"E, A DISTANCE OF 31.71 FEET; THENCE N44°40'41"W, A DISTANCE OF 18.07 FEET; THENCE N00°16'31"W, PARALLEL WITH AND 15.00 FEET DISTANT FROM SAID EAST LINE, A DISTANCE OF 34.26 FEET TO THE NORTH LINE OF SAID LOT 3; THENCE S89°34'06"E ON SAID NORTH LINE, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1289 SQUARE FEET, MORE OR LESS.

NOTE: ALL BEARINGS ARE ASSUMED.

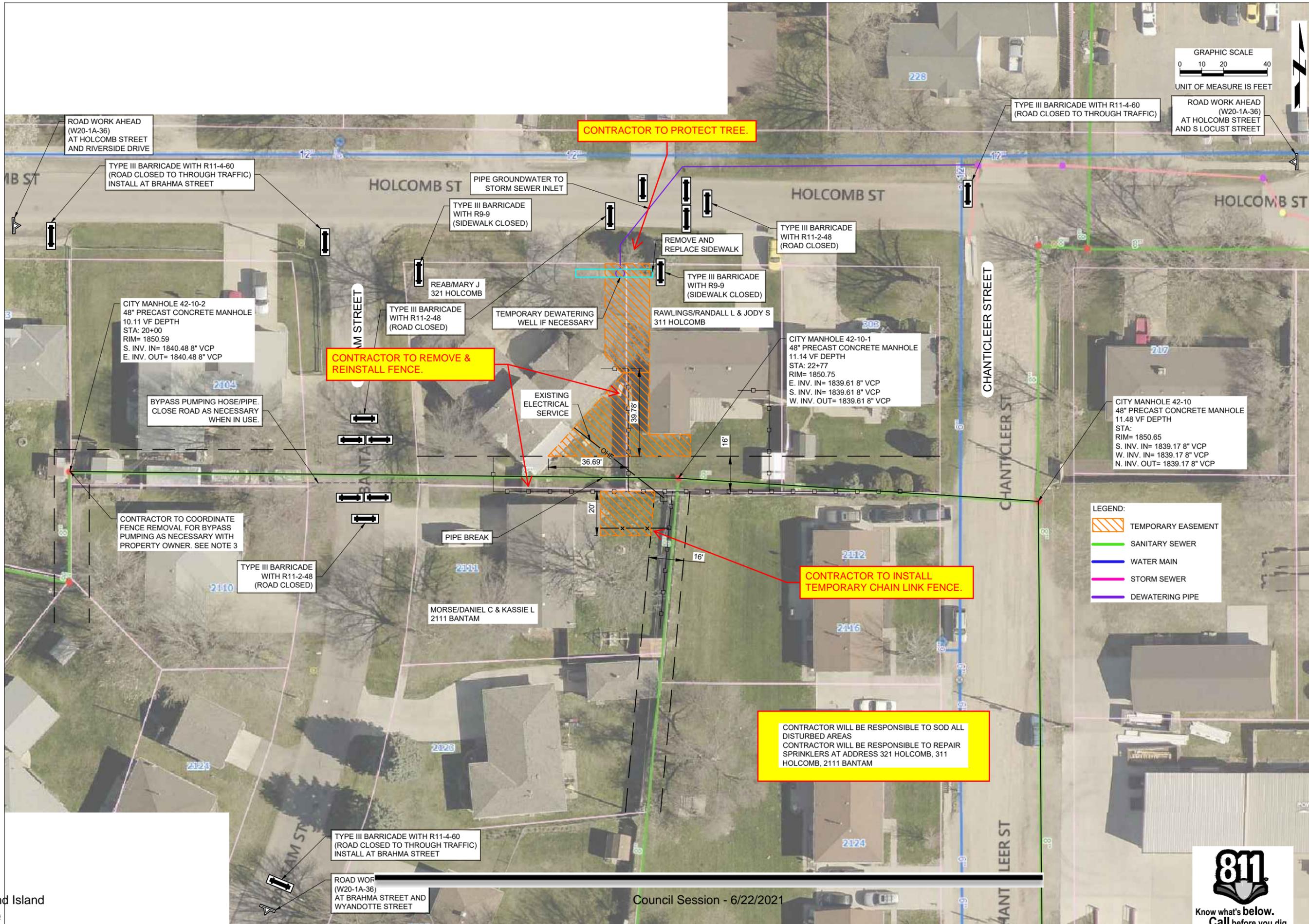
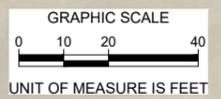
**LEGEND**

- MONUMENT FOUND
  - MONUMENT SET
  - CALCULATED POINT
  - D DEEDED DISTANCE
  - G GOVERNMENT DISTANCE
  - M MEASURED DISTANCE
  - P PLATTED DISTANCE
  - R RECORDED DISTANCE
- EXISTING EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT AREA

DATE	2/8/2021
SCALE	1" = 20'
DRAWN	AG
JOB NO.	R201752
FIELD BOOK	GRAND ISLAND #9
FIELD WORK	BS/AG
SHEET	1 OF 1
TRACT NO.	3

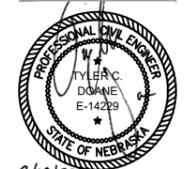
800.723.8567  
Grand Island, NE 308.381.7428  
www.jeo.com

P:\Engineering\201752.00 - Grand Island 2021 CIP - Sanitary Sewer Rehabilitation at Various Locations\6 Survey\Drawings\SV-201752 Easement.dwg, on 2/12/2021 12:16 PM.



2021  
SANITARY SEWER REHABILITATION  
GRAND ISLAND, NEBRASKA

PIPE REPAIR 22083 - AERIAL



3/19/2021  
PROJECT NO. 201752.00  
DATE 3/18/2021  
DRAWN BY TAH  
FILE NAME Exhibits.dwg  
FIELD BOOK  
FIELD CREW  
SURVEY FILE NO.  
PLAN IN HAND INITIALS DATE  
70 PERCENT REVIEW INITIALS DATE  
95 PERCENT REVIEW INITIALS DATE  
REVISIONS



**RIGHT OF ENTRY FOR SANITARY SEWER REPAIR CONSTRUCTION**

Project No. 2020-S-8  
2021 Sanitary Sewer Repairs

Tract No. 4

THIS AGREEMENT entered into this 20<sup>th</sup> day of May, 2021, by and between The City of Grand Island, Nebraska, hereinafter called the "Acquiring Agency" and Randall + Jody Rawlings hereinafter called the "Owner", whether one or more.

WHEREAS, the Acquiring Agency is in the process of preparing to construct the sanitary sewer repair and this Right of Entry Agreement is outside of the Construction Easement limits of the Project, and the Acquiring Agency needs the right to enter upon the owner's property for the purpose of the sanitary sewer repairs and restoration. These tasks are required in order for the Acquiring Agency to prepare the plans to repair the sanitary sewer.

Upon execution of this Agreement, the Acquiring Agency, its agents, employees and all persons contracting with the Acquiring Agency and their employees, may make entry upon said premises on or after May 1, 2021. Such entry shall include the right to construct the sanitary sewer repair and restoration work within the limits of this Right of Entry Agreement.

This Right of Entry Agreement terminates thirty (30) days after all field work is complete, and is granted upon the condition that the Acquiring Agency will cause the area disturbed under this agreement to be restored upon completion of construction.

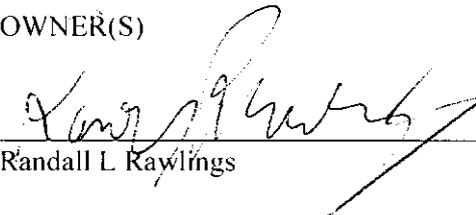
No claim for damages for wrongful entry or trespass shall be made by the owner against the Acquiring Agency on the Real Property which is the subject of this Agreement and is described as follows:

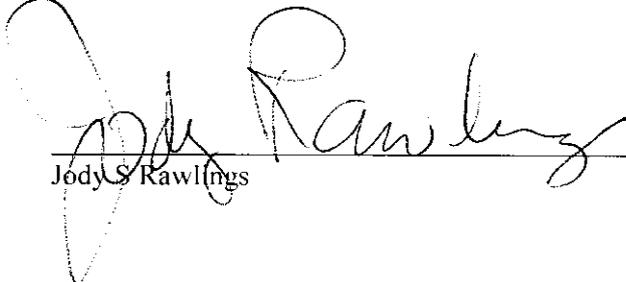
**See Attached Temporary Construction Easement Exhibit**  
**"Tract 4 – Lot 2, Block 1, Second Addition to Holcomb's Highway Homes Subdivision"**

That said Owner for himself, itself or themselves and his or their heirs, executives, administrators and assigns, does or do confirm upon said Acquiring Agency and its assigns, that he, they or it is or are the Owners of the above described property and that he, they or it has or have the right to grant and convey this Right of Entry in the manner and form aforesaid and that he, they or it will and his or their heirs, executives, administrators and assigns shall warrant and defend this Right of Entry to aid Acquiring Agency and its assigns against the lawful claims and demands of all persons except none.

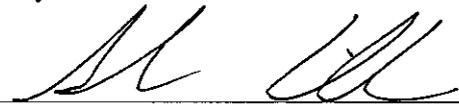
This instrument contains the entire agreement of the parties, except the Right of Way Acquisition Contract, Permanent Easement Contract, or Temporary Easement Contract. There are no other or different agreements or understandings.

OWNER(S)

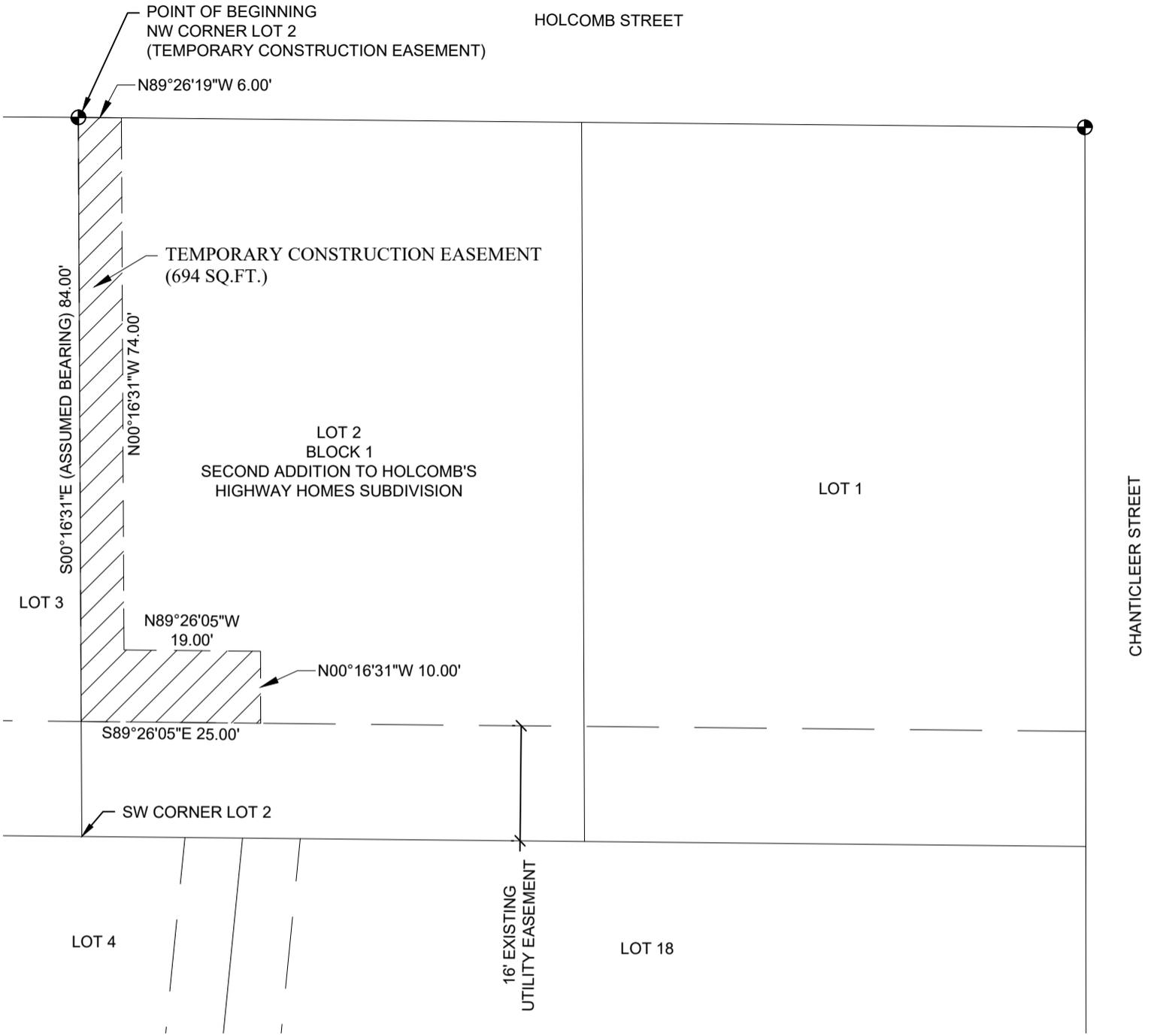
  
\_\_\_\_\_  
Randall L. Rawlings

  
\_\_\_\_\_  
Jody S. Rawlings

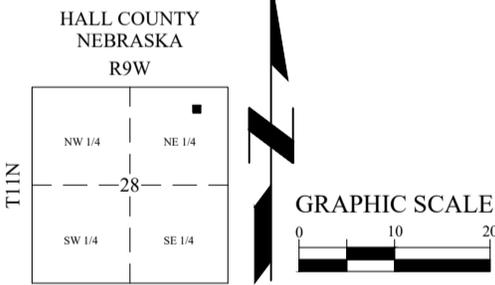
City of Grand Island, Nebraska

  
\_\_\_\_\_  
Representative

# TEMPORARY CONSTRUCTION EASEMENT EXHIBIT



**VICINITY SKETCH**



**TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 2, BLOCK 1, SECOND ADDITION TO HOLCOMB'S HIGHWAY HOMES SUBDIVISION IN THE CITY GRAND ISLAND, HALL COUNTY, NEBRASKA BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE S00°16'31"E (ASSUMED BEARING) ON THE WEST LINE OF SAID LOT 2, A DISTANCE OF 84.00 FEET TO THE NORTH LINE OF AN EXISTING UTILITY EASEMENT AS PLATTED IN SAID SECOND ADDITION TO HOLCOMB'S HIGHWAY HOMES SUBDIVISION; THENCE S89°26'05"E ON SAID NORTH LINE, A DISTANCE OF 25.00 FEET; THENCE N00°16'31"W, PARALLEL WITH AND 25.00 FEET DISTANT FROM SAID WEST LINE, A DISTANCE OF 10.00 FEET; THENCE N89°26'05"W, PARALLEL AND 10.00 FEET DISTANT FROM SAID NORTH LINE, A DISTANCE OF 19.00 FEET; THENCE N00°16'31"W, PARALLEL WITH AND 6.00 FEET DISTANT FROM SAID WEST LINE, A DISTANCE OF 74.00 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE N89°26'19"W ON SAID NORTH LINE, A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING, CONTAINING 649 SQUARE FEET, MORE OR LESS.

NOTE: ALL BEARINGS ARE ASSUMED.

**LEGEND**

- MONUMENT FOUND
  - MONUMENT SET
  - CALCULATED POINT
  - D DEEDED DISTANCE
  - G GOVERNMENT DISTANCE
  - M MEASURED DISTANCE
  - P PLATTED DISTANCE
  - R RECORDED DISTANCE
- — — — — EXISTING EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT AREA

DATE	2/8/2021
SCALE	1" = 20'
DRAWN	AG
JOB NO.	R201752
FIELD BOOK	GRAND ISLAND #9
FIELD WORK	BS/AG
SHEET	1 OF 1
TRACT NO.	4



800.723.8567  
Grand Island, NE 308.381.7428  
www.jeo.com

P:\Engineering\201752.00 - Grand Island 2021 CIP - Sanitary Sewer Rehabilitation at Various Locations\6 Survey\Drawings\SV-201752 Easement.dwg, on 2/12/2021 12:16 PM.

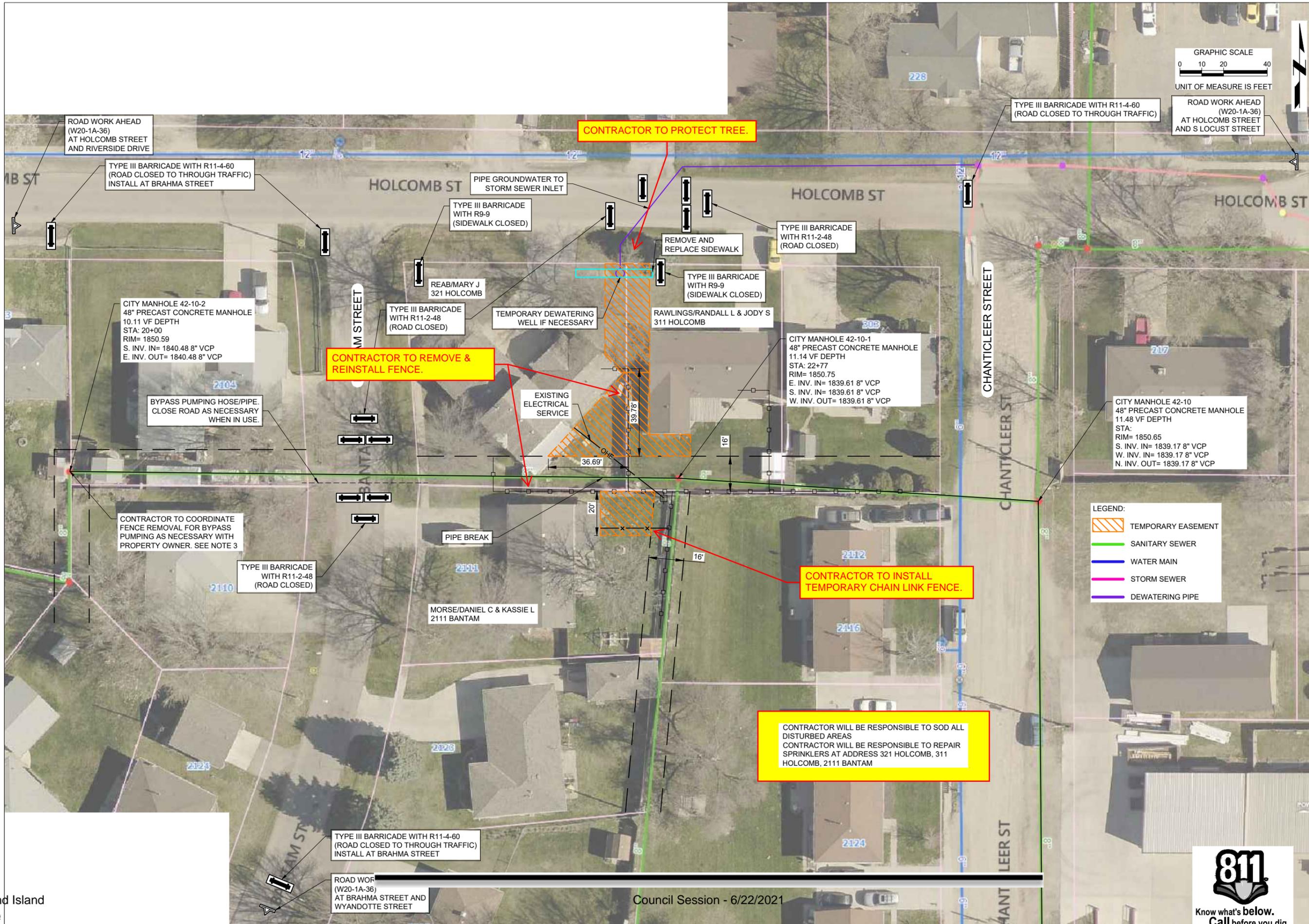
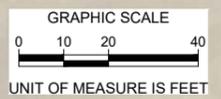


2021  
SANITARY SEWER REHABILITATION  
GRAND ISLAND, NEBRASKA

PIPE REPAIR 22083 - AERIAL



3/19/2021  
PROJECT NO. 201752.00  
DATE 3/18/2021  
DRAWN BY TAH  
FILE NAME Exhibits.dwg  
FIELD BOOK  
FIELD CREW  
SURVEY FILE NO.  
PLAN IN HAND  
INITIALS DATE  
70 PERCENT REVIEW  
INITIALS DATE  
95 PERCENT REVIEW  
INITIALS DATE  
REVISIONS



ROAD WORK AHEAD (W20-1A-36) AT HOLCOMB STREET AND RIVERSIDE DRIVE

TYPE III BARRICADE WITH R11-4-60 (ROAD CLOSED TO THROUGH TRAFFIC) INSTALL AT BRAHMA STREET

CONTRACTOR TO PROTECT TREE.

TYPE III BARRICADE WITH R11-4-60 (ROAD CLOSED TO THROUGH TRAFFIC)

ROAD WORK AHEAD (W20-1A-36) AT HOLCOMB STREET AND S LOCUST STREET

CITY MANHOLE 42-10-2  
48" PRECAST CONCRETE MANHOLE  
10.11 VF DEPTH  
STA: 20+00  
RIM= 1850.59  
S. INV. IN= 1840.48 8" VCP  
E. INV. OUT= 1840.48 8" VCP

CONTRACTOR TO REMOVE & REINSTALL FENCE.

BYPASS PUMPING HOSE/PIPE. CLOSE ROAD AS NECESSARY WHEN IN USE.

CONTRACTOR TO COORDINATE FENCE REMOVAL FOR BYPASS PUMPING AS NECESSARY WITH PROPERTY OWNER. SEE NOTE 3

TYPE III BARRICADE WITH R11-2-48 (ROAD CLOSED)

MORSE/DANIEL C & KASSIE L  
2111 BANTAM

CONTRACTOR TO INSTALL TEMPORARY CHAIN LINK FENCE.

CONTRACTOR WILL BE RESPONSIBLE TO SOD ALL DISTURBED AREAS  
CONTRACTOR WILL BE RESPONSIBLE TO REPAIR SPRINKLERS AT ADDRESS 321 HOLCOMB, 311 HOLCOMB, 2111 BANTAM

TYPE III BARRICADE WITH R11-4-60 (ROAD CLOSED TO THROUGH TRAFFIC) INSTALL AT BRAHMA STREET

ROAD WOF (W20-1A-36) AT BRAHMA STREET AND WYANDOTTE STREET



**RIGHT OF ENTRY FOR SANITARY SEWER REPAIR CONSTRUCTION**

Project No. 2020-S-8  
2021 Sanitary Sewer Repairs

Tract No. 5

THIS AGREEMENT entered into this 7<sup>th</sup> day of June, 2021, by and between The City of Grand Island, Nebraska, hereinafter called the "Acquiring Agency" and Daniel & Kassie Morse hereinafter called the "Owner", whether one or more.

WHEREAS, the Acquiring Agency is in the process of preparing to construct the sanitary sewer repair and this Right of Entry Agreement is outside of the Construction Easement limits of the Project, and the Acquiring Agency needs the right to enter upon the owner's property for the purpose of the sanitary sewer repairs and restoration. These tasks are required in order for the Acquiring Agency to prepare the plans to repair the sanitary sewer.

Upon execution of this Agreement, the Acquiring Agency, its agents, employees and all persons contracting with the Acquiring Agency and their employees, may make entry upon said premises on or after May 1, 2021. Such entry shall include the right to construct the sanitary sewer repair and restoration work within the limits of this Right of Entry Agreement.

This Right of Entry Agreement terminates thirty (30) days after all field work is complete, and is granted upon the condition that the Acquiring Agency will cause the area disturbed under this agreement to be restored upon completion of construction.

No claim for damages for wrongful entry or trespass shall be made by the owner against the Acquiring Agency on the Real Property which is the subject of this Agreement and is described as follows:

**See Attached Temporary Construction Easement Exhibit**  
**"Tract 5 – Lot 4, Block 1, Second Addition to Holcomb's Highway Homes Subdivision"**

That said Owner for himself, itself or themselves and his or their heirs, executives, administrators and assigns, does or do confirm upon said Acquiring Agency and its assigns, that he, they or it is or are the Owners of the above described property and that he, they or it has or have the right to grant and convey this Right of Entry in the manner and form aforesaid and that he, they or it will and his or their heirs, executives, administrators and assigns shall warrant and defend this Right of Entry to aid Acquiring Agency and its assigns against the lawful claims and demands of all persons except none.

This instrument contains the entire agreement of the parties, except the Right of Way Acquisition Contract, Permanent Easement Contract, or Temporary Easement Contract. There are no other or different agreements or understandings.

OWNER(S)

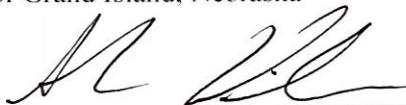


Daniel C Morse



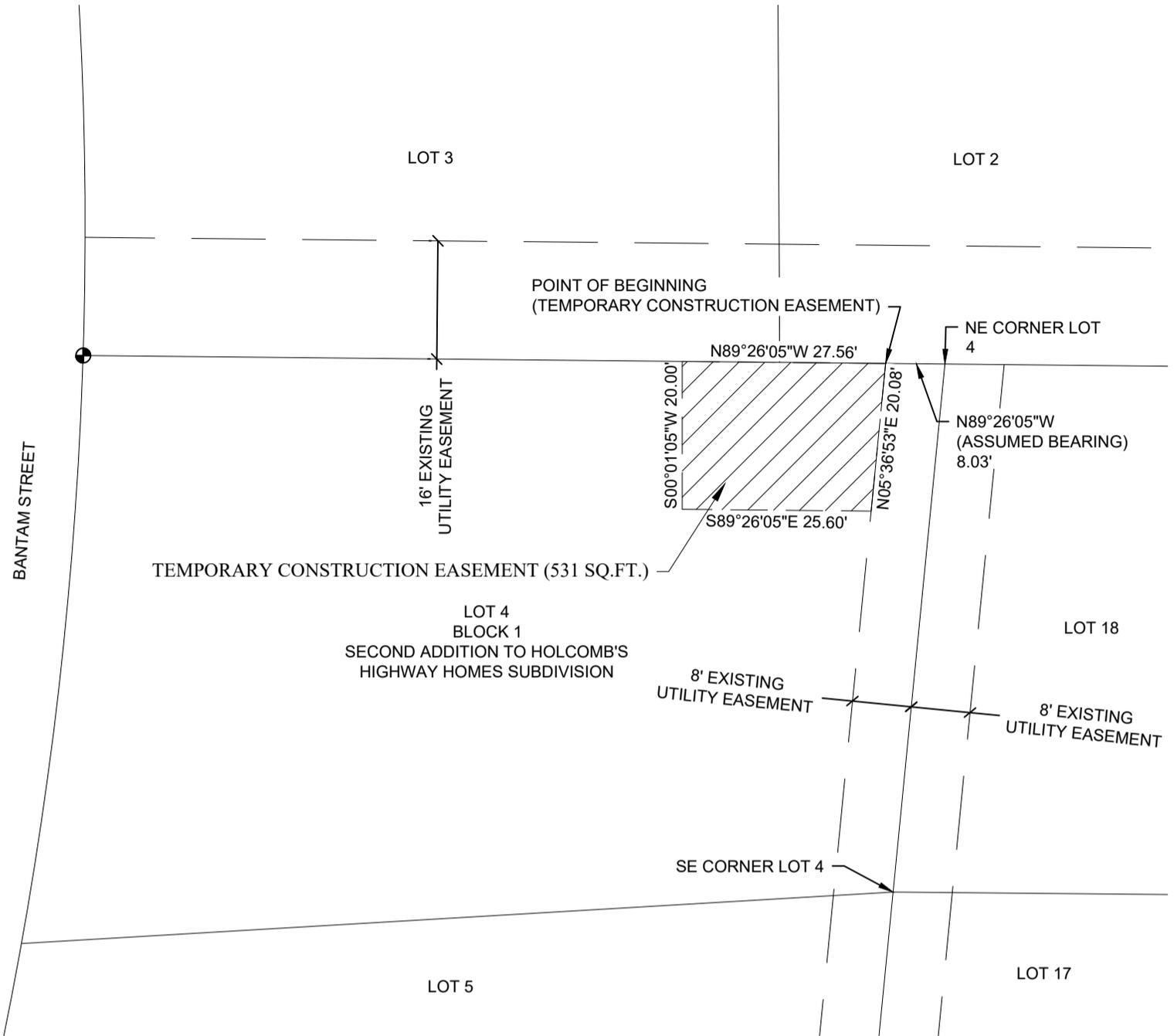
Kassie L Morse

City of Grand Island, Nebraska

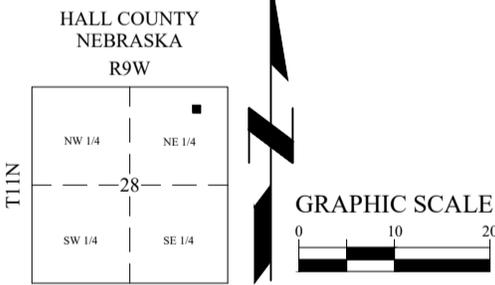


Representative

# TEMPORARY CONSTRUCTION EASEMENT EXHIBIT



**VICINITY SKETCH**



**TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 4, BLOCK 1, SECOND ADDITION TO HOLCOMB'S HIGHWAY HOMES SUBDIVISION IN THE CITY GRAND ISLAND, HALL COUNTY, NEBRASKA BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE N89°26'05"W (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 8.03 FEET TO THE WEST LINE OF AN EXISTING UTILITY EASEMENT AS PLATTED IN SAID SECOND ADDITION TO HOLCOMB'S HIGHWAY HOMES SUBDIVISION AND TO THE POINT OF BEGINNING; THENCE CONTINUING N89°26'05"W ON SAID NORTH LINE, A DISTANCE OF 27.56 FEET; THENCE S00°01'05"W, A DISTANCE OF 20.00 FEET; THENCE S89°26'05"E, PARALLEL WITH AND 20.00 FEET DISTANT FROM SAID NORTH LINE, A DISTANCE OF 25.60 FEET TO SAID WEST LINE; THENCE N05°36'53"E ON SAID WEST LINE, A DISTANCE OF 20.08 FEET TO THE POINT OF BEGINNING, CONTAINING 531 SQUARE FEET, MORE OR LESS.

NOTE: ALL BEARINGS ARE ASSUMED.

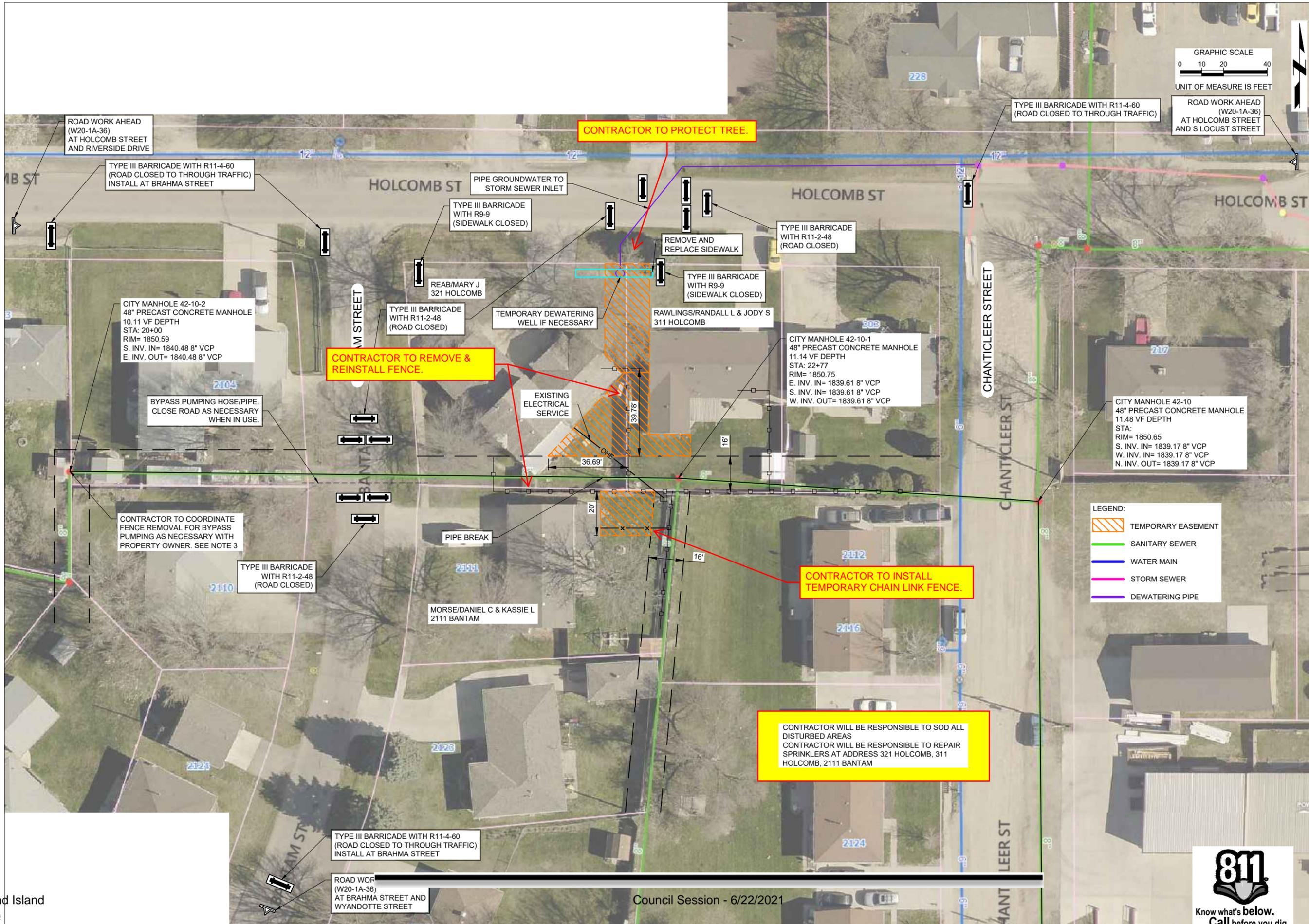
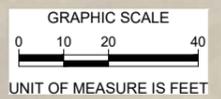
**LEGEND**

- MONUMENT FOUND
- MONUMENT SET
- CALCULATED POINT
- D DEEDED DISTANCE
- G GOVERNMENT DISTANCE
- M MEASURED DISTANCE
- P PLATTED DISTANCE
- R RECORDED DISTANCE
- EXISTING EASEMENT LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT AREA

DATE	2/12/2021
SCALE	1" = 20'
DRAWN	AG
JOB NO.	R201752
FIELD BOOK	GRAND ISLAND #9
FIELD WORK	BS/AG
SHEET	1 OF 1
TRACT NO.	5

**JEO CONSULTING GROUP**  
 800.723.8567  
 Grand Island, NE 308.381.7428  
 www.jeo.com

P:\Engineering\201752.00 - Grand Island 2021 CIP - Sanitary Sewer Rehabilitation at Various Locations\6 Survey\Drawings\SV-201752 Easement.dwg, on 2/12/2021 12:16 PM.



CONTRACTOR TO PROTECT TREE.

CONTRACTOR TO REMOVE & REINSTALL FENCE.

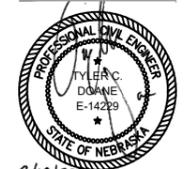
CONTRACTOR TO INSTALL TEMPORARY CHAIN LINK FENCE.

CONTRACTOR WILL BE RESPONSIBLE TO SOD ALL DISTURBED AREAS  
CONTRACTOR WILL BE RESPONSIBLE TO REPAIR SPRINKLERS AT ADDRESS 321 HOLCOMB, 311 HOLCOMB, 2111 BANTAM

- LEGEND:
- TEMPORARY EASEMENT
  - SANITARY SEWER
  - WATER MAIN
  - STORM SEWER
  - DEWATERING PIPE

2021 SANITARY SEWER REHABILITATION GRAND ISLAND, NEBRASKA

PIPE REPAIR 22083 - AERIAL



3/19/2021  
 PROJECT NO. 201752.00  
 DATE 3/18/2021  
 DRAWN BY TAH  
 FILE NAME Exhibits.dwg  
 FIELD BOOK  
 FIELD CREW  
 SURVEY FILE NO.  
 PLAN IN HAND INITIALS DATE  
 70 PERCENT REVIEW INITIALS DATE  
 95 PERCENT REVIEW INITIALS DATE  
 REVISIONS



**RIGHT OF ENTRY FOR SANITARY SEWER REPAIR CONSTRUCTION**

Project No. 2020-S-8  
2021 Sanitary Sewer Repairs

Tract No. 6

THIS AGREEMENT entered into this 6 day of April, 2021, by and between The City of Grand Island, Nebraska, hereinafter called the "Acquiring Agency" and Amalia Ramirez Madueno hereinafter called the "Owner", whether one or more.

WHEREAS, the Acquiring Agency is in the process of preparing to construct the sanitary sewer repair and this Right of Entry Agreement is outside of the Construction Easement limits of the Project, and the Acquiring Agency needs the right to enter upon the owner's property for the purpose of the sanitary sewer repairs and restoration. These tasks are required in order for the Acquiring Agency to prepare the plans to repair the sanitary sewer.

Upon execution of this Agreement, the Acquiring Agency, its agents, employees and all persons contracting with the Acquiring Agency and their employees, may make entry upon said premises on or after May 1, 2021. Such entry shall include the right to construct the sanitary sewer repair and restoration work within the limits of this Right of Entry Agreement.

This Right of Entry Agreement terminates thirty (30) days after all field work is complete, and is granted upon the condition that the Acquiring Agency will cause the area disturbed under this agreement to be restored upon completion of construction.

No claim for damages for wrongful entry or trespass shall be made by the owner against the Acquiring Agency on the Real Property which is the subject of this Agreement and is described as follows:

**See Attached Temporary Construction Easement Exhibit**  
**"Tract 6 – Lot 18, Block 24, College Addition To West Lawn"**

That said Owner for himself, itself or themselves and his or their heirs, executives, administrators and assigns, does or do confirm upon said Acquiring Agency and its assigns, that he, they or it is or are the Owners of the above described property and that he, they or it has or have the right to grant and convey this Right of Entry in the manner and form aforesaid and that he, they or it will and his or their heirs, executives, administrators and assigns shall warrant and defend this Right of Entry to aid Acquiring Agency and its assigns against the lawful claims and demands of all persons except none.

This instrument contains the entire agreement of the parties, except the Right of Way Acquisition Contract, Permanent Easement Contract, or Temporary Easement Contract. There are no other or different agreements or understandings.

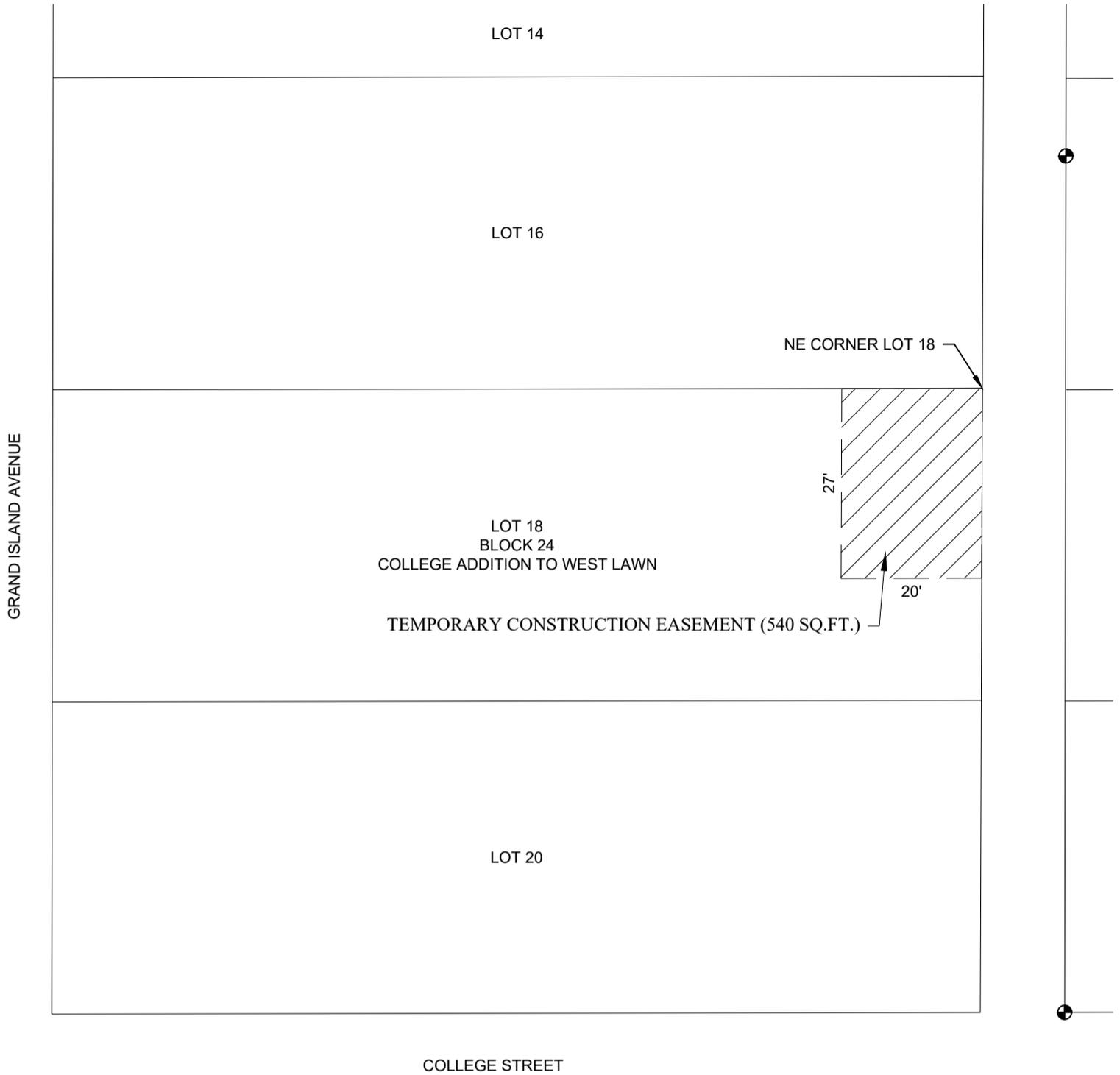
OWNER(S)

Benjamin Molina 308) 9300204  
Amalia Ramirez Madueno

City of Grand Island, Nebraska

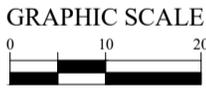
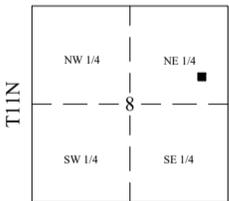
  
Representative

# TEMPORARY CONSTRUCTION EASEMENT EXHIBIT



**VICINITY SKETCH**

HALL COUNTY  
NEBRASKA  
R9W



**TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:**

THE EAST 20 FEET OF THE NORTH 27 FEET OF LOT 18, BLOCK 24, COLLEGE ADDITION TO WEST LAWN IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 540 SQUARE FEET, MORE OR LESS.

NOTE: ALL BEARINGS ARE ASSUMED.

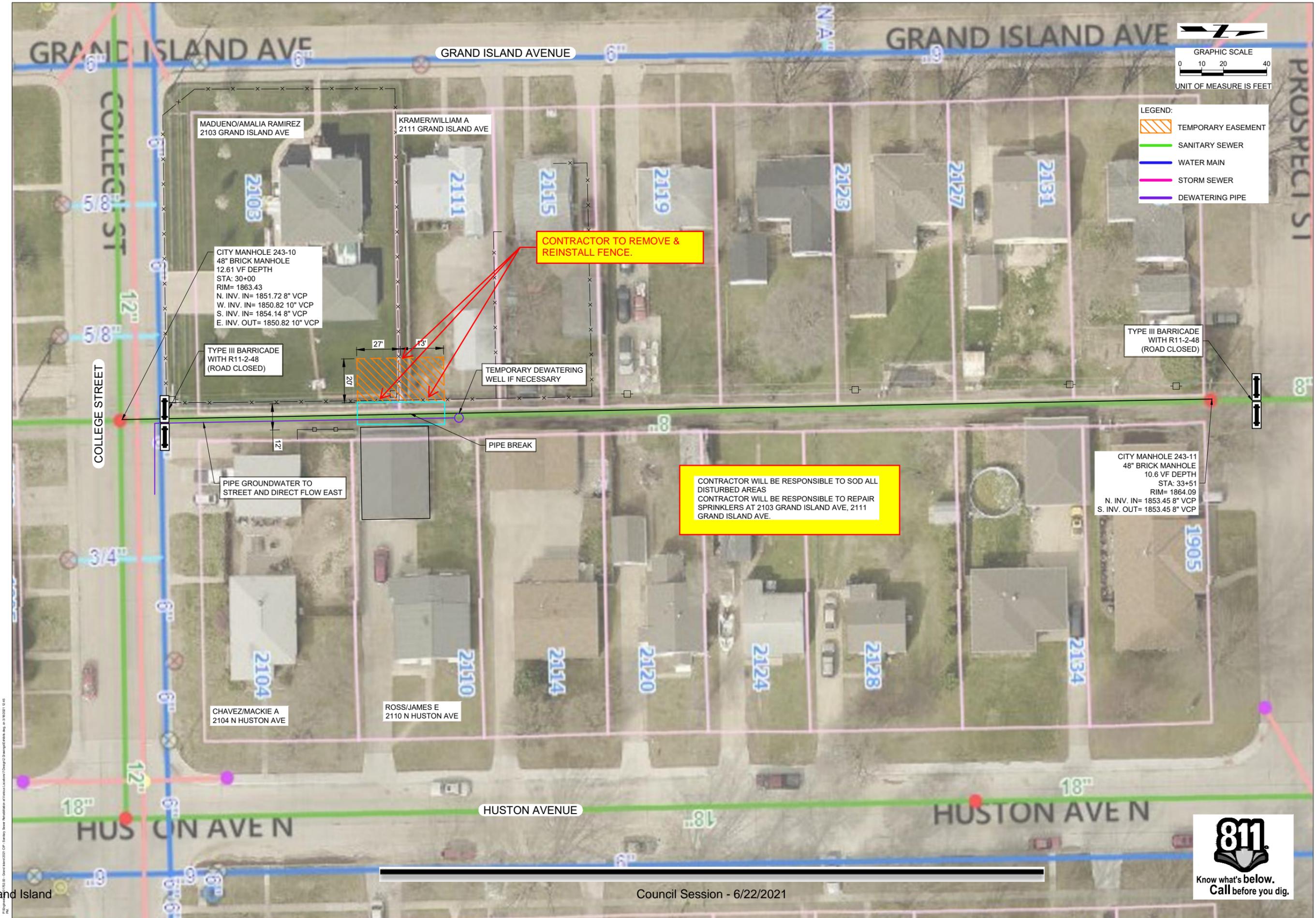
**LEGEND**

- MONUMENT FOUND
- MONUMENT SET
- CALCULATED POINT
- D DEEDED DISTANCE
- G GOVERNMENT DISTANCE
- M MEASURED DISTANCE
- P PLATTED DISTANCE
- R RECORDED DISTANCE
- TEMPORARY CONSTRUCTION EASEMENT AREA

DATE	2/8/2021
SCALE	1" = 20'
DRAWN	AG
JOB NO.	R201752
FIELD BOOK	GRAND ISLAND #9
FIELD WORK	BS/AG
SHEET	1 OF 1
TRACT NO.	6

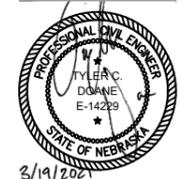
**JEO CONSULTING GROUP**  
800.723.8567  
Grand Island, NE 308.381.7428  
www.jeo.com

P:\Engineering\201752.00 - Grand Island 2021 CIP - Sanitary Sewer Rehabilitation at Various Locations\6 Survey\Drawings\SV-201752 Easement.dwg, on 2/12/2021 12:16 PM.



2021  
**SANITARY SEWER REHABILITATION  
 GRAND ISLAND, NEBRASKA**

**PIPE REPAIR 21049 - AERIAL**



3/19/2021

PROJECT NO.	201752.00
DATE	3/18/2021
DRAWN BY	TAH
FILE NAME	Exhibits.dwg
FIELD BOOK	
FIELD CREW	
SURVEY FILE NO.	
PLAN IN HAND INITIALS DATE	
70 PERCENT REVIEW INITIALS DATE	
95 PERCENT REVIEW INITIALS DATE	
REVISIONS	



**CONTRACTOR TO REMOVE & REINSTALL FENCE.**

**CONTRACTOR WILL BE RESPONSIBLE TO SOD ALL DISTURBED AREAS  
 CONTRACTOR WILL BE RESPONSIBLE TO REPAIR SPRINKLERS AT 2103 GRAND ISLAND AVE, 2111 GRAND ISLAND AVE.**

MADUENO/AMALIA RAMIREZ  
 2103 GRAND ISLAND AVE

KRAMER/WILLIAM A  
 2111 GRAND ISLAND AVE

CITY MANHOLE 243-10  
 48" BRICK MANHOLE  
 12.61 VF DEPTH  
 STA: 30+00  
 RIM= 1863.43  
 N. INV. IN= 1851.72 8" VCP  
 W. INV. IN= 1850.82 10" VCP  
 S. INV. IN= 1854.14 8" VCP  
 E. INV. OUT= 1850.82 10" VCP

TYPE III BARRICADE  
 WITH R11-2-48  
 (ROAD CLOSED)

TEMPORARY DEWATERING  
 WELL IF NECESSARY

TYPE III BARRICADE  
 WITH R11-2-48  
 (ROAD CLOSED)

PIPE GROUNDWATER TO  
 STREET AND DIRECT FLOW EAST

PIPE BREAK

CITY MANHOLE 243-11  
 48" BRICK MANHOLE  
 10.6 VF DEPTH  
 STA: 33+51  
 RIM= 1864.09  
 N. INV. IN= 1853.45 8" VCP  
 S. INV. OUT= 1853.45 8" VCP

CHAVEZ/MACKIE A  
 2104 N HUSTON AVE

ROSS/JAMES E  
 2110 N HUSTON AVE

**RIGHT OF ENTRY FOR SANITARY SEWER REPAIR CONSTRUCTION**

Project No. 2020-S-8  
2021 Sanitary Sewer Repairs

Tract No. 7

THIS AGREEMENT entered into this 6 day of April, 2021, by and between The City of Grand Island, Nebraska, hereinafter called the "Acquiring Agency" and Yolanda Alvarez, hereinafter called the "Owner", whether one or more.

WHEREAS, the Acquiring Agency is in the process of preparing to construct the sanitary sewer repair and this Right of Entry Agreement is outside of the Construction Easement limits of the Project, and the Acquiring Agency needs the right to enter upon the owner's property for the purpose of the sanitary sewer repairs and restoration. These tasks are required in order for the Acquiring Agency to prepare the plans to repair the sanitary sewer.

Upon execution of this Agreement, the Acquiring Agency, its agents, employees and all persons contracting with the Acquiring Agency and their employees, may make entry upon said premises on or after May 1, 2021. Such entry shall include the right to construct the sanitary sewer repair and restoration work within the limits of this Right of Entry Agreement.

This Right of Entry Agreement terminates thirty (30) days after all field work is complete, and is granted upon the condition that the Acquiring Agency will cause the area disturbed under this agreement to be restored upon completion of construction.

No claim for damages for wrongful entry or trespass shall be made by the owner against the Acquiring Agency on the Real Property which is the subject of this Agreement and is described as follows:

**See Attached Temporary Construction Easement Exhibit**  
**"Tract 7 – Lot 18, Block 24, College Addition To West Lawn"**

That said Owner for himself, itself or themselves and his or their heirs, executives, administrators and assigns, does or do confirm upon said Acquiring Agency and its assigns, that he, they or it is or are the Owners of the above described property and that he, they or it has or have the right to grant and convey this Right of Entry in the manner and form aforesaid and that he, they or it will and his or their heirs, executives, administrators and assigns shall warrant and defend this Right of Entry to aid Acquiring Agency and its assigns against the lawful claims and demands of all persons except none.

This instrument contains the entire agreement of the parties, except the Right of Way Acquisition Contract, Permanent Easement Contract, or Temporary Easement Contract. There are no other or different agreements or understandings.

OWNER(S)

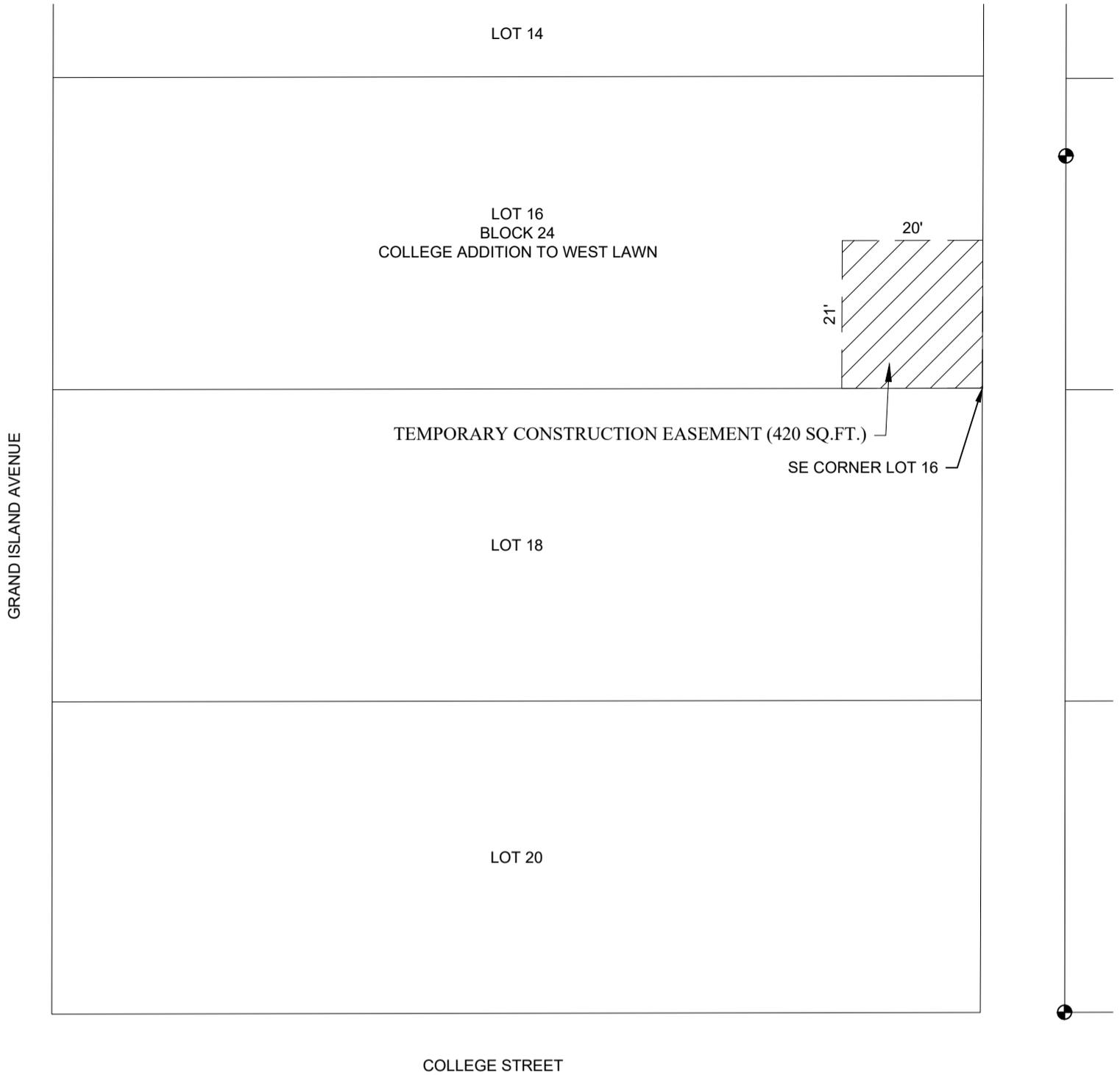
Yolanda Alvarez  
Yolanda Alvarez

308-930-9257

City of Grand Island, Nebraska

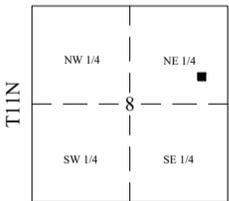
[Signature]  
Representative

# TEMPORARY CONSTRUCTION EASEMENT EXHIBIT



**VICINITY SKETCH**

HALL COUNTY  
NEBRASKA  
R9W



**TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:**

THE EAST 20 FEET OF THE SOUTH 21 FEET OF LOT 16, BLOCK 24, COLLEGE ADDITION TO WEST LAWN IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 420 SQUARE FEET, MORE OR LESS.

NOTE: ALL BEARINGS ARE ASSUMED.

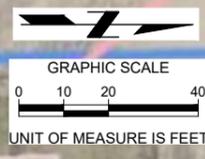
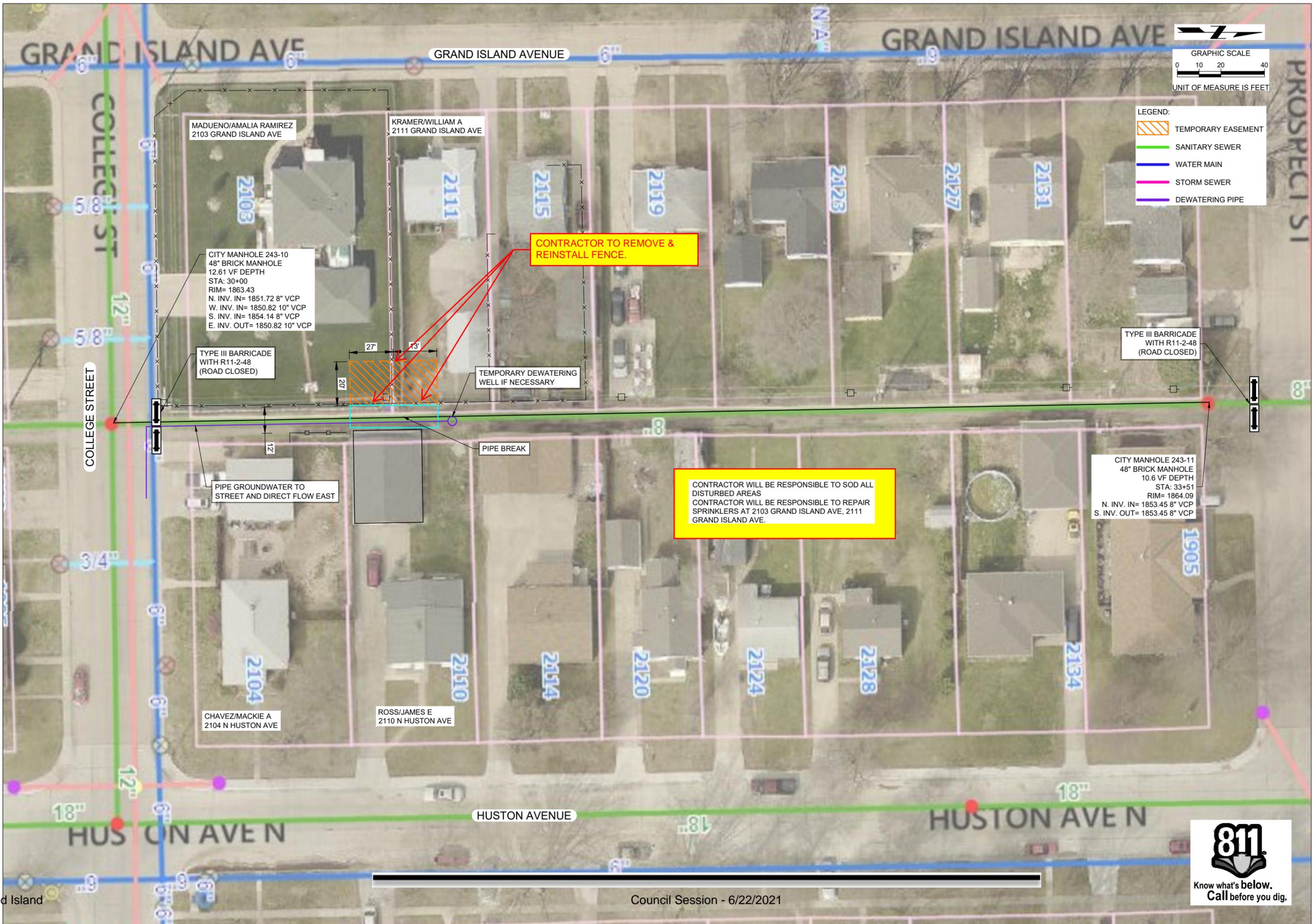
**LEGEND**

- MONUMENT FOUND
- MONUMENT SET
- CALCULATED POINT
- D DEEDED DISTANCE
- G GOVERNMENT DISTANCE
- M MEASURED DISTANCE
- P PLATTED DISTANCE
- R RECORDED DISTANCE
- TEMPORARY CONSTRUCTION EASEMENT AREA

DATE	2/12/2021
SCALE	1" = 20'
DRAWN	AG
JOB NO.	R201752
FIELD BOOK	GRAND ISLAND #9
FIELD WORK	BS/AG
SHEET	1 OF 1
TRACT NO.	7

**JEO CONSULTING GROUP**

800.723.8567  
Grand Island, NE 308.381.7428  
www.jeo.com



- LEGEND:**
- TEMPORARY EASEMENT
  - SANITARY SEWER
  - WATER MAIN
  - STORM SEWER
  - DEWATERING PIPE

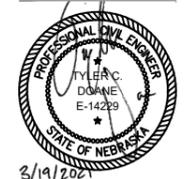
CONTRACTOR TO REMOVE & REINSTALL FENCE.

CONTRACTOR WILL BE RESPONSIBLE TO SOD ALL DISTURBED AREAS  
CONTRACTOR WILL BE RESPONSIBLE TO REPAIR SPRINKLERS AT 2103 GRAND ISLAND AVE, 2111 GRAND ISLAND AVE.



2021  
SANITARY SEWER REHABILITATION  
GRAND ISLAND, NEBRASKA

PIPE REPAIR 21049 - AERIAL



3/19/2021

PROJECT NO.	201752.00
DATE	3/18/2021
DRAWN BY	TAH
FILE NAME	Exhibits.dwg
FIELD BOOK	
FIELD CREW	
SURVEY FILE NO.	
PLAN IN HAND INITIALS DATE	
70 PERCENT REVIEW INITIALS DATE	
95 PERCENT REVIEW INITIALS DATE	
REVISIONS	



RESOLUTION 2021-149

WHEREAS, temporary construction easements are required by the City of Grand Island for Sanitary Sewer Rehabilitation- Various Locations; Project No. 2020-S-8, to perform rehabilitation of the infrastructure; and

WHEREAS, acquisition of the temporary easements is as follows:

<i><b>Property Owner</b></i>	<i><b>Legal Description</b></i>
Daniel C Morse and Kassie L Morse	A PARCEL OF LAND LOCATED IN LOT 4, BLOCK 1, SECOND ADDITION TO HOLCOMB'S HIGHWAY HOMES SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE N89°26'05"W (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 8.03 FEET TO THE WEST LINE OF AN EXISTING UTILITY EASEMENT AS PLATTED IN SAID SECOND ADDITION TO HOLCOMB'S HIGHWAY HOMES SUBDIVISION AND TO THE POINT OF BEGINNING; THENCE CONTINUING N89°26'05"W ON SAID NORTH LINE, A DISTANCE OF 27.56 FEET; THENCE S00°01'05"W, A DISTANCE OF 20.00 FEET; THENCE S89°26'05"E, PARALLEL WITH AND 20.00 FEET DISTANT FROM SAID NORTH LINE, A DISTANCE OF 25.60 FEET TO SAID WEST LINE; THENCE N05°36'53"E ON SAID WEST LINE, A DISTANCE OF 20.08 FEET TO THE PONT OF BEGINNING, CONTAINING 531 SQUARE FEET, MORE OR LESS.
Amalia Ramirez Madueno	THE EAST 20 FEET OF THE NORTH 27 FEET OF LOT 18, BLOCK 24, COLLEGE ADDITION TO WEST LAWN IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 540 SQUARE FEET, MORE OR LESS.
Nathan W Murdoch and Tiffany M Murdoch	THE EAST 20 FEET OF THE WEST 28 FEET OF THE NORTH 50 FEET OF THE SOUTH 60 FEET OF LOT 21, BLOCK 4, REPLAT OF RIVERSIDE ACRES, AN ADDITION TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 1000 SQUARE FEET, MORE OR LESS.
Yolanda Alvarez	THE EAST 20 FEET OF THE SOUTH 21 FEET OF LOT 16, BLOCK 24, COLLEGE ADDITION TO WEST LAWN IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 420 SQUARE FEET, MORE OR LESS.
Opal Eggers Nester	THE WEST 20 FEET OF THE EAST 28 FEET OF THE NORTH 50 FEET OF THE SOUTH 60 FEET OF LOT 10, BLOCK 4, REPLAT OF RIVERSIDE ACRES, AN ADDITION TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 1000 SQUARE FEET, MORE OR LESS.

Approved as to Form    ✕ _____ June 17, 2021                    ✕ City Attorney
--

<p>Randall L Rawlings and Jody S Rawlings</p>	<p>A PARCEL OF LAND LOCATED IN LOT 2, BLOCK 1, SECOND ADDITION TO HOLCOMB'S HIGHWAY HOMES SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE S00°16'31"E (ASSUMED BEARING) ON THE WEST LINE OF SAID LOT 2, A DISTANCE OF 84.00 FEET TO THE NORTH LINE OF AN EXISTING UTILITY EASEMENT AS PLATTED IN SAID SECOND ADDITION TO HOLCOMB'S HIGHWAY HOMES SUBDIVISION; THENCE S89°26'05"E ON SAID NORTH LINE, A DISTANCE OF 25.00 FEET; THENCE N00°16'31"W, PARALLEL WITH AND 25.00 FEET DISTANCE FROM SAID WEST LINE, A DISTANCE OF 10.00 FEET; THENCE N89°26'05"W, PARALLEL AND 10.00 FEET DISTANCE FROM SAID NORTH LINE, A DISTANCE OF 19.00 FEET; THENCE N00°16'31"W, PARALLEL WITH AND 6.00 FEET DISTANCE FROM SAID WEST LINE, A DISTANCE OF 74.00 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE N89°26'19"W ON SAID NORTH LINE, A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING, CONTAINING 649 SQUARE FEET, MORE OR LESS.</p>
---	---

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire such temporary easements from the listed property owners, on the above-described tracts of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 22, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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



# City of Grand Island

Tuesday, June 22, 2021

Council Session

## Item G-17

**#2021-150 - Approving Acceptance of 2021 High Intensity Drug Trafficking Area (HIDTA) Grant**

Staff Contact: Robert Falldorf, Police Chief

# Council Agenda Memo

**From:** Robert Falldorf, Police Chief

**Meeting:** June 22, 2021

**Subject:** Approval of High Intensity Drug Trafficking Area (HIDTA) Grant Funding

**Presenter(s):** Robert Falldorf, Police Chief

## Background

The Police Department has been a member of the Central Nebraska Drug and Safe Streets Task Force for many years. The City acts as the fiscal agent for a portion of the funds used by the Task Force to include off site facility maintenance, vehicle leases and operational funds. The 2021 HIDTA award, 21HD06, is for \$63,814.50 and does not require matching funds. Acceptance of the award will provide funding needed for the operations of the Task Force.

## Discussion

The Grand Island Police Department has been a participating member of the regional High Intensity Drug Trafficking Area, HIDTA, Central Nebraska Drug and Safe Streets Task Force for many years. The Task Force serves a valuable role in the investigation and prosecution of drug offenders and violent criminals. The HIDTA designation provides Federal funding for the investigative operations of the Task Force.

The City serves as the fiscal agent for part of the task force funding that supports the operation and maintenance of the off-site facility, vehicle and cell phone use, and operational funds that are used to buy drugs/weapons and pay informants. The 2021 HIDTA award to the Task Force is \$63,814.50. Approval and acceptance of the funding will support the Task Force during a two-year period. The funding does not require a local match.

## Alternatives

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

1. Move to approve

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

### **Recommendation**

City Administration recommends that the Council approve acceptance of the 2021 HIDTA Grant award 21HD06 for \$63,814.50 for the Central Nebraska Drug and Safe Streets Task Force.

### **Sample Motion**

Move to approve acceptance of the 2021 HIDTA Grant award 21HD06 for \$63,814.50 for the Central Nebraska Drug and Safe Streets Task Force.



NEBRASKA STATE PATROL

GRANT AGREEMENT

RECIPIENT NAME AND ADDRESS (including zip code)

Grand Island Police Department  
111 Public Safety Drive  
Grand Island, NE 68801

SUBAWARD NUMBER

21HD06

PROJECT PERIOD

January 1, 2021 to December 31, 2022

AWARD DATE

March 22, 2021

PROJECT TITLE

Central Nebraska Drug and Safe Streets Task Force

TOTAL FEDERAL AWARD

\$1,174,861.00

TOTAL AMOUNT OBLIGATED BY THIS SUBAWARD: \$63,814.50

FEDERAL GRANT TITLE

High Intensity Drug Trafficking Area (HIDTA) Initiative

FEDERAL GRANT AWARD NUMBER

G21MW0007A

CFDA NUMBER

95.001

SPECIAL CONDITIONS

The above grant project is approved subject to such conditions or limitations as set forth on the attached page(s).

METHOD OF PAYMENT

Primary method is reimbursement through submission of form NSP 161, Cash Report/Cash Request.

APPROVED BUDGET

Category	Federal	Match	Total
Facilities- Support	\$7,800.00	\$0.00	\$7,800.00
Facilities- Utilities	\$8,100.00	\$0.00	\$8,100.00
Services- Vehicle Lease- Passenger	\$6,000.00	\$0.00	\$6,000.00
Supplies- Office	\$500.00	\$0.00	\$500.00
Other- PE/PI/PS	\$41,414.50	\$0.00	\$41,414.50
<b>Total Project Cost</b>	<b>\$63,814.50</b>	<b>\$0.00</b>	<b>\$63,814.50</b>

AGENCY APPROVAL

TYPED NAME AND TITLE OF APPROVING OFFICIAL

Colonel John A. Bolduc  
Superintendent of Law Enforcement and Public Safety

SIGNATURE OF APPROVING OFFICIAL

State Use Only

Billing Code  
21-SP-12

Business Unit  
64904958

Date Signed

6-8-21

GRANTEE ACCEPTANCE

TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Roger G. Steele, Mayor-City of Grand Island

SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL

I read and understand the attached Terms and Special Conditions.

Enter Grantee Employer ID Number (EIN)/Federal Tax ID Number:

47-6006205

Enter Grantee DUN & Bradstreet Number:

040919607

Date Signed

\_\_\_\_ Authorized Official Initials



NEBRASKA STATE PATROL

AWARD NUMBER 21HD06

AWARD DATE March 22, 2021

SPECIAL CONDITIONS

A. General Terms and Conditions

- 1. This grant is subject to The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200 (the "Part 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 CFR Part 3603. For this 2018 award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 CFR Parts 66 and 70, as well as those of 2 CFR Parts 215, 220, 225, and 230.

For more information on the Part 200 Uniform Requirements, see https://cfo.gov/cofar/. For specific, award related questions, subrecipients should contact the Nebraska State Patrol Grants Section promptly for clarification.

- 2. This award is subject to the following additional regulations and requirements:
- 28 CFR Part 69 - "New Restrictions on Lobbying"
- 2 CFR Part 25 - "Universal Identifier and System of Award Management"
- Conflict of Interest and Mandatory Disclosure Requirements, set out in #6 of these terms and conditions
3. Audits conducted pursuant to CFR Part 200, Subpart F, "Audit Requirements" must be submitted no later than nine (9) months after the close of the subrecipient's audited fiscal year to the Federal Audit Clearinghouse at https://harvester.census.gov/facweb. The Nebraska State Patrol will monitor subrecipient compliance with this requirement.
4. The subrecipient gives the ONDCP, the Nebraska State Patrol, or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the grant.
5. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, subrecipients, their fiscal agent(s), employees, contractors, as well as state, local and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive office of the President or ONDCP.
6. Subrecipients are prohibited from using HIDTA funds to purchase certain telecommunication and video surveillance services or equipment in alignment with §889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. § 200.216. See also, HIDTA PPBG, § 7.20, Prohibited Uses of HIDTA Funds.
7. Subrecipients should provide a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States. See 2 C.F.R. § 200.322.
8. Subrecipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 C.F.R. §180, dealing with all contracts issued under the grant.
9. Federal Funding Accountability and Transparency (FFATA) / Digital Accountability and Transparency Act (DATA Act). Each subrecipient is required to (i) be registered in the System for Award Management (SAM); (ii) provide a valid DUNS number on its subaward contract; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active federal award; and (iv) provide all relevant subgrantee information required for the Nebraska State Patrol to collect for reporting related to FFATA and DATA Act requirements.
10. Conflict of Interest and Mandatory Disclosures

A. Conflict of Interest Requirements

Subrecipients must disclose in writing any potential conflict of interest to the Nebraska State Patrol. This disclosure must take place immediately.

The ONDCP conflict of interest policies apply to subrecipients and contracts, and are as follows:

- i. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of contracts.
ii. None of your employees may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to contracts.
iii. If you have a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization,

\_\_\_\_ Authorized Official Initials

you are unable or appear to be unable to be impartial in conducting a procurement action involving a related organization.

**B. Mandatory Disclosure Requirement**

As a non-federal entity, you must disclose, in a timely manner, in writing to the Nebraska State Patrol all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award that includes the term and condition outlined in 2 CFR Part 200, Appendix XII "Award Term and Condition for Recipient Integrity and Performance Matters," are required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM). Failure to make required disclosures can result in remedies such as: temporary withholding of payments pending correction of the deficiency, disallowance of all or part of the costs associated with noncompliance, suspension, termination of award, debarment, or other legally available remedies outlined in 2 CFR 200.338 "Remedies for Noncompliance".

11. As specified in the HIDTA Program Policy and Budget Guidance, recipient must:
  - a. Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that Federal award funds are managed in compliance with Federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
  - b. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
  - c. Evaluate and monitor compliance with applicable statutes and regulations, and the terms and conditions of the Federal award.
  - d. Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
  - e. Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or the recipient designates consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.
12. Subawards are not allowed under this grant subaward.
13. Subrecipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180.

**B. HIDTA Program Specific Terms and Conditions**

The following special conditions are incorporated into each award document.

1. This grant is awarded for above program. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with the reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance.
2. This award is subject to the requirements in ONDCP's HIDTA Program Policy and Budget Guidance.
3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.
4. The requirements of 28 CFR Part 23, which pertains to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.
5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e., the purchase of information, evidence, and services for undercover operations. Those procedures are described in Section 6 of the HIDTA Program Policy and Budget Guidance.
6. Property acquired with these HIDTA grant funds is to be used for activities of the Midwest HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, this equipment must be made available to the HIDTA's Executive Board for use by other HIDTA participants.
7. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

**C. Payment Basis**

1. A request for reimbursement shall be made by using the Nebraska State Patrol Cash Report/Cash Request form NSP161 by the 15<sup>th</sup> of each month. Copies of invoices, payroll registers, receipts and/or canceled checks must accompany the NSP161 to provide documentation for the reimbursement request.
2. Payments will be made by check or via Electronic Fund Transfer to the award recipient's bank account. The bank must be FDIC insured.

**RECIPIENT ACCEPTANCE OF SPECIAL CONDITIONS:**

John A. Bolduc  
Typed Name

Superintendent  
Title

J.A. Bolduc  
Signature/Project Director

6-8-21  
Date

*Please keep a signed copy for your records.*

\_\_\_\_ Authorized Official Initials

**CONFLICT OF INTEREST CERTIFICATION**  
**Federal Grant Award: G21MW0007A**  
**Sub-Recipient Grant Award: 21HD05**

**NOTE:**

A potential or actual 'conflict of interest' exists when commitments and obligations are likely to be compromised by a Subrecipient or a Subrecipient Governing Board's private material interests, or relationships (especially economic), particularly if those interests or commitments are not disclosed. In accordance with CFR200.112, which states: "... The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy."

**INSTRUCTIONS:**

This form is to be completed by all Sub-Recipients or Sub-Recipient's Governing Board Members whether or not there is a real or perceived conflict of interest, no conflict of interest, or a potential conflict of interest in undertaking their duties as sub-recipients of Office of National Drug Control Policy/HIDTA grant funds. A copy of the completed and signed form is to be submitted to the Nebraska State Patrol and a copy should be kept for the sub-recipient's files. Should there be a change in leadership for the sub-recipient, those new individuals would need to complete this form and submit it to the Nebraska State Patrol.

**FORM:**

Please describe below any relationships, transactions, positions, you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest.

- I have no conflict of interest to report.
- I have the following conflict of interest to report (please specify other non-profit and for-profit entities you (and your spouse) are involved with). If a for-profit business, for which you or any of your immediate family members are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own. Should you need more room to write, you may attach additional pieces of paper.

---

---

---

---

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Roger G. Steele, Mayor-City of Grand Island

City, County or Agency Representing City of Grand Island Police Department

## Confidential Funds Certification

This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the ONDCP Financial and Administrative Guide.

Date: 6/14/2021

Signature: Robert B. Falldorf

Project Director: Robert B. Falldorf

Grant No: 21HD06

**CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Statement for Loan Guarantees and Loan Insurance**

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<b>* APPLICANT'S ORGANIZATION</b> City of Grand Island-Police Department		
<b>* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</b>		
Prefix: Mr.	* First Name: Roget	Middle Name: G.
* Last Name: Steele	Suffix:	
* Title: Mayor-City of Grand Island		
* SIGNATURE:		* DATE:

### ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Mayor-City of Grand Island
APPLICANT ORGANIZATION City of Grand Island Police Department	DATE SUBMITTED 

Standard Form 424B (Rev. 7-97) Back

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009  
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

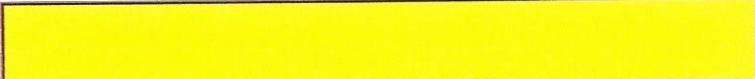
1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

Previous Edition Usable

Authorized for Local Reproduction

Standard Form 424D (Rev. 7-97)  
Prescribed by OMB Circular A-102

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Mayor, City of Grand Island
APPLICANT ORGANIZATION City of Grand Island Police Department	DATE SUBMITTED 

SF-424D (Rev. 7-97) Back

## FY21 Transparency Act Information Form

Nebraska State Patrol – Grants Section

<b>FY21 Transparency Act Information Form</b>				
Nebraska State Patrol – Grants Section				
DUNS# Legal Name	City of Grand Island			
Physical Address	111 Public Safety Dr.			
Mailing Address	111 Public Safety Dr.			
City, State, Zip + 4	Grand Island, NE 68801			
Congressional District	3rd District			
Business/Agency Data Universal Numbering (DUNS) Number			040919607	
Business/Agency Annual Gross Revenue from Prior Fiscal Year Exceeded 80% or more in Federal Funds			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Business/Agency Annual Gross Revenue from Prior Fiscal Year Equal or Exceed \$25 Million in Federal Funds			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If "NO" was selected for either of the above boxes, DO NOT COMPLETE THE FOLLOWING				
Business/Agency's Five (5) Highest Compensated Officers		Name	Compensation	
Only complete if 'YES' was selected for both annual gross revenue boxes.				
Comments				
Signature of Authorized Official			Date	
Typed/Printed Name		Roger G. Steele		
Typed/Printed Title		Mayor-City of Grand Island		
Typed/Printed E-Mail		mayorsteele@grand-island.com		
Mail to Nebraska State Patrol Grants Section, P O Box 94907, Lincoln, NE 68509-4907				
Or e-mail <a href="mailto:nsp.grants@nebraska.gov">nsp.grants@nebraska.gov</a> or fax 402-471-4088				
The following is for NSP Grants Use Only				
Grant Award Title	Grant Award Number	Amount	CFDA #	Date Received

RESOLUTION 2021-150

WHEREAS, The Grand Island Police Department is a member of the Central Nebraska Drug and Safe Streets Task Force; and

WHEREAS, The Task Force has been approved for \$63,814.50 of High Intensity Drug Trafficking Area (HIDTA) funding for the operations of the Task Force; and

WHEREAS, The Task Force serves an effective role in the investigation and apprehension of drug dealers and violent criminals, and

WHEREAS, The City serves as the fiscal agent for the Task Force operational funds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve award 21HD06 of \$63,814.50 of Federal HIDTA funding for the operation of the Central Nebraska Drug and Safe Streets Task Force.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 22, 2021.

---

Roger G. Steele, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
June 17, 2021	☒ City Attorney



# City of Grand Island

Tuesday, June 22, 2021

Council Session

## Item G-18

**#2021-151 - Approving Recruiting Firm for Search to Fill Assistant Public Works Director of Wastewater and Wastewater Plant Operations Engineer**

Staff Contact: Aaron Schmid, Human Resources Director

# Council Agenda Memo

**From:** Aaron Schmid, Human Resources Director

**Meeting:** June 22, 2021

**Subject:** Approving Recruiting Firm for Search to Fill Assistant Public Works Director of Wastewater and Wastewater Plant Operations Engineer

**Presenter(s):** Aaron Schmid, Human Resources Director

## Background

The Wastewater Treatment Plant has experienced challenges over the years in recruiting and retaining leadership positions.

The treatment plant has been searching for an Operations Engineer since September of 2020. To date, only 12 applicants have applied and none of them have met the education and/or experience qualifications. The pay scale was increased in February of 2021, however, it has resulted in no new candidates.

The Assistant Public Works Director of Wastewater position has experienced similar challenges. The current Assistant Director has been with us since December of 2017 and expects to retire in July of this year. This pay scale was also increased in February of 2021, however, it has resulted in no new candidates.

As a next step to source candidates Administration has performed an RFP for an external recruiter.

## Discussion

The Administration is seeking approval to utilize the services of ADK Consulting and Executive Search for the Wastewater positions. ADK is based in Jacksonville, FL. They provide expertise in the airport and public sector. ADK is experienced in the recruitment of engineering professionals. Their client list includes municipalities and airports across the US.

ADK's fee is \$22,600 per search. Billing is done in 3 installments consisting of 40% immediately, 40% after 30 days of recruitment and 20% after contract completion. ADK offers a 5% discount for multiple searches.

## **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 proposal to utilize the services of ADK for the Wastewater vacancies.

## **Sample Motion**

Move to approve the request to utilize ADK for the Wastewater vacancies.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
RECRUITING FIRM FOR SEARCH TO FILL  
ASSISTANT PUBLIC WORKS DIRECTOR OF WASTEWATER AND  
WASTEWATER PLANT OPERATIONS ENGINEER**

**RFP DUE DATE:** June 10, 2021 at 4:00 p.m.  
**DEPARTMENT:** Public Works  
**PUBLICATION DATE:** May 8, 2021  
**NO. POTENTIAL BIDDERS:** 4

**PROPOSALS RECEIVED**

**Baker Tilly US, LLP**  
St. Paul MN

**ADK Consulting, Inc.**  
Atlantic Beach, FL

cc: John Collins, Public Works Director  
Jerry Janulewicz, City Administrator  
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Coordinator  
Patrick Brown, Finance Director  
Aaron Schmid, HR Director

**P2284**

RESOLUTION 2021-151

WHEREAS, the City of Grand Island requested proposals for a Recruiting Firm for search to fill the Assistant Public Works Director of Wastewater and Wastewater Plant Engineer positions; and

WHEREAS, on June 10, 2021, proposals were received, opened and reviewed; and

WHEREAS, ADK Consulting and Executive Search, of Omaha, Nebraska, submitted a proposal in accordance with the terms of the advertisement of request for proposal.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of ADK Consulting and Executive Search, in the amount of \$22,600.00 per search and a 5% discount for multiple searches, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 22, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☐ _____
June 17, 2021	☐ City Attorney



## PROFESSIONAL SERVICES AGREEMENT

### Services

This Professional Services Agreement (hereinafter referred to as “Agreement”), is made and entered on this \_\_\_\_ day of June 2021 between the City of Grand Island, NE (Client) and ADK Consulting, Inc. (ADK) to conduct two HR Assisted executive searches for a new Assistant Public Works Director of Wastewater and a Wastewater Plant Operations Engineer.

ADK agrees to provide executive search services to Client in accordance with ADK’s Proposal for Executive Search Services (Exhibit A) dated June 10, 2021 (hereinafter referred to as “Proposal”), and other services that may be requested from time to time and agreed upon in writing signed by the Parties.

### Compensation

The professional fee to be paid to ADK by the Client for each HR Assist search is **\$22,600.00**. If Client chooses to perform both searches under the same Agreement, Client is entitled to a 5% discount on each search, or **\$21,470.00** for each search. Any additional staff placements by the Client that occur within 12 months of contract completion whereby the placed candidate was identified in this specific recruitment shall incur a referral fee of **\$7,000.00**.

In addition to the HR Assist search process defined in the Proposal, Client has the option to have ADK selectively perform telephone interviews, conduct reference checks, or perform background / internet checks, for example. If there is a potential for additional services, Client may want to add an additional **\$5000.00** for additional services that they may request. Additional work may be requested by the Client in writing, signed by an authorized representative, which can either be bid or alternately billed at a rate of **\$150.00** per hour.

Installments of fees for ADK’s fulfillment of the Proposal will be paid by the Client, as follows:

Installment 1: 40% due upon recruitment brochure posting date per search.

Installment 2: 40% due after recruitment brochure posting date per search.

Installment 3: 20% due after contract completion per search.

- We do not add *any* overhead fees to the fees described above.
- ADK’s fees are non-contingent and consistent with the standards of the retained search profession.
- An additional charge will be incurred if ADK’s Search Manager is requested to visit Client.
- Out-of-pocket expenses, as approved and requested by Client in writing, for ADK travel, lodging, and search committee meeting expenses are billed separately at cost.

- There is no charge for video recordings.
- We do not charge an additional fee for administrative and clerical support, teleconferencing, office copies, and computer/telephone usage.
- We do charge for reproduction, binding, and courier services if requested by Client.
- All deliverables are provided to Client at no cost electronically.
- Reimbursement of candidate travel expenses *is the responsibility of Client*.

### **Contract Completion**

For purposes of this Agreement, “contract completion” means a job offer has been communicated to and accepted by the selected finalist for the position, for each search.

### **Insurance**

ADK hereby certifies that it possesses a Commercial Liability policy and Worker’s Compensation policy with The Hartford and a Professional Services Liability policy with the Philadelphia Insurance Companies. Upon request, ADK will provide evidence of insurance to Client.

### **Principal Consultant**

ADK hereby designates Mr. Blake Astran, VP Business Operations, as your Principal Search Manager upon execution of this agreement. Blake shall have the authority to act on behalf of ADK. Client has the right to approve or not approve any proposed replacement of the Principal Search Manager. Mr. Doug Kuelpmann, President / CFO will be the Client Manager for contractual or financial matters.

### **Termination**

Both Parties retain the right to terminate this Agreement at any time. Upon termination notice, ADK will cease work and provide documentation of work completed to date of termination. ADK will be compensated for all activity (professional fees) that has been performed at the date of termination per the terms of this Agreement, on a pro-rata basis.

### **Indemnification**

ADK shall indemnify and hold harmless Client and their respective officials, board members, employees, associates, and representatives from any and all liabilities, costs or damages (including reasonable attorneys’ fees) that may arise from any action or inaction of ADK’s officials, employees, associates, and representatives in connection with the performance of the services outlined herein.

### **Applicable Law and Venue**

This Agreement will be construed in accordance with the laws of the State of Nebraska. Venue for any action brought pursuant to this Agreement will be in Holt County, NE.

**Notices**

Any and all notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, and addressed as follows:

**City of Grand Island**  
100 E. First St.  
Grand Island, NE 68801

**ADK Consulting, Inc.**  
PO Box 330906  
Atlantic Beach, FL 32233

**Agreed:**

**Signature:** \_\_\_\_\_  
\_\_\_\_\_  
City of Grand Island

**Signature:** Douglas R. Kuelpman  
Douglas R. Kuelpman,  
President / CEO  
ADK Consulting, Inc.

**Date:** \_\_\_\_\_

**Date:** 06/16/2021



# City of Grand Island

Tuesday, June 22, 2021

Council Session

## Item I-1

**#2021-152 - Consideration of Approving Blighted and Substandard Designation for CRA Area #32, (Josh Rhoads with Horizon Builders) located west of North Road on either side of Old Potash Highway, Grand Island, Nebraska**

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

Staff Contact: Chad Nabity

RESOLUTION 2021-152

WHEREAS, on June 27, 1994, the City of Grand Island enacted Ordinance No. 8021 creating the Community Redevelopment Authority of the City of Grand Island, Nebraska, to address the need for economic development opportunities through the vehicles provided in the Nebraska Community Development law at Neb. Rev. Stat. §18-2101, et seq., as amended; and

WHEREAS, Josh Rhoads has caused to be prepared a Blight and Substandard Study for an area of referred to as Area No. 32; and

WHEREAS, Marvin Planning Associates completed such Blight and Substandard Study and has determined that the area should be declared as substandard or blighted area in need of redevelopment; and

WHEREAS, such study was presented to the Grand Island City Council on May 11, 2021, and

WHEREAS, on May 11, 2021, the Grand Island City Council referred such study to the Hall County Regional Planning Commission for review and recommendation; and

WHEREAS, the Regional Planning Commission held a public hearing and made a recommendation regarding the study at its June 2, 2021 meeting; and

WHEREAS, a public hearing to consider approval of a Blighted and Substandard designation was held on June 22, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Blight and Substandard Study for Redevelopment Area No. 32 as identified above is hereby approved, and those areas identified in said study are declared to be blighted and substandard and in need of redevelopment as contemplated in the Community Development law.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 22, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☒ _____
June 17, 2021	☒ City Attorney



# City of Grand Island

Tuesday, June 22, 2021

Council Session

## Item I-2

**#2021-153 - Consideration of Approving the Semi-Annual Report by the Grand Island Area Economic Development Corporation/Citizens Advisory Review Committee on the Economic Development Program Plan**

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

Staff Contact: Jerry Janulewicz

RESOLUTION 2021-153

WHEREAS, Neb. Rev. Stat. §18-2715(3) and Grand Island City Code §38-5 requires a report by the Citizens Advisory Review Committee to the City Council at least once every six months on its findings and suggestions on the administration of the Economic Development Plan; and

WHEREAS, a public hearing on the report submitted by the Citizens' Advisory Review Committee was held at a regular session of the Grand Island City Council on June 22, 2021; and

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 22, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☐ _____
June 17, 2021	☐ City Attorney



# City of Grand Island

Tuesday, June 22, 2021

Council Session

## Item I-3

**#2021-154 - Consideration of Approving Economic Development Incentive Agreement with GIX Logistics, Inc.**

Staff Contact: Jerry Janulewicz

# Council Agenda Memo

**From:** Jerry Janulewicz, City Administrator

**Meeting:** June 22, 2021

**Subject:** Approving Economic Development Incentive Agreement with GIX Logistics Inc.

**Presenter(s):** Jerry Janulewicz, City Administrator

## Background

At the November 6, 2012 General Election, the voters of the City of Grand Island approved LB840 funding to enable the City to extend economic development incentives through the Grand Island Area Economic Development Corporation (GIAEDC). The Economic Development Corporation has received an application from GIX Logistics, Inc., located at 308 West 3<sup>rd</sup> Street, Suite 3 for job creation, job training and infrastructure. On May 27, 2021, the Executive Board of the GIEDC approved submission of the attached Economic Development Agreement to the Citizens Advisory Review Committee (CARC) for consideration and recommendation. The CARC met on June 3, 2021 and approved the request and Agreement for recommendation to the City Council for final action and approval.

## Discussion

GIX Logistics, Inc. has submitted the required LB-840 application (see attached) for a forgivable loan in the amount of \$310,000.00. Proposed is the creation of 15 full-time equivalent (FTE) employees with an average hourly wage of \$29.50. Requested is \$310,000.00 for job creation, job training and infrastructure to be paid over three years.

GIX Logistics, Inc. currently has 79 employees. This company is in the business of transportation, logistics, and distribution across the country. 75% of GIX's customers are located outside the State of Nebraska, thus increasing interstate commerce in to the community.

## **Alternatives**

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

1. Move to approve the Economic Development Agreement with GIX Logistics, Inc.
2. Do not approve the Economic Development Agreement with GIX Logistics, Inc.
3. Postpone the issue to future date.
4. Take no action on the issue.

## **Recommendation**

City Administration recommends that the Council consider the resolution authorizing the City to enter into the Economic Development Agreement with GIX Logistics, Inc.

## **Sample Motion**

Move to approve the resolution authorizing the City to enter into the Economic Development Agreement with GIX Logistics, Inc.



## Grand Island Area Economic Development Corporation LB-840 Application

The Grand Island Area Economic Development Corporation's mission is to facilitate the creation of jobs and economic opportunities for the regional trade area.

### Part I. GENERAL INFORMATION

#### APPLICANT IDENTIFICATION

Company Name: GIX Logistics, Inc.

Mailing Address: PO Box 1845

City: Grand Island                      State: NE                      Zip Code: 68802

Phone: 800-444-9008

Applicant Website: [www.gixlogistics.com](http://www.gixlogistics.com)

Business Classification (select all that apply):

New Business                       Expansion of Existing Business                       Spec Building                       Other

Corporation                       Partnership                       Proprietor                       Other

Is this the business's first venture in Grand Island / Hall County? Yes  No

Is this the business's first venture in Nebraska?                      Yes  No

Does the business have a parent or subsidiaries?                      Yes  No

If yes, Name of Parent or Subsidiary Company: HERE

Mailing Address: HERE

City: HERE State: HERE Zip Code: HERE

#### MAIN CONTACT INFORMATION

Name: Mike Young                      Connection to Business: Vice President

Mailing Address: PO Box 1845

City: Grand Island                      State: NE                      Zip Code: 68802

Email Address: [myoung@gixlogistics.com](mailto:myoung@gixlogistics.com)                      Phone Number: 308-398-8582

Company Name: GIX Logistics

**Part II. PROJECT INFORMATION**

**LOCATION**

Address of proposed project: 308 W. 3rd Street Suite 3

The proposed project is located:

- Within Grand Island city limits
- Outside of city limits, but within a two (2) mile jurisdiction
- Outside the zoning jurisdiction of Grand Island

Do you currently own the land of proposed project: Yes  No

Do you currently own the building of the proposed project: Yes  No

**JOB CREATION**

Current number of full time employees at Grand Island location: 79

Number of new positions being created at Grand Island location:

On a separate document, identify the employment positions being added, number of employees per position and wage per position.

Supporting documentation submitted: Yes  No

Describe any benefit packages available to new employees: GIX provides health, dental and vision insurance, paying on average 68% of the premium. Employees also have options between two different health insurance options. GIX also provides options for a payflex health spending account, life and disability insurance. GIX also offers a 401K plan with a 10% contribution match, and profit sharing after their first year of employment. Company paid vacation is earned each year on their anniversary with the amount of time accrued coinciding with their length of employment.

**PROJECT SUMMARY**

On a separate document, provide a brief narrative describing the project for which LB-840 funds are being requested.

Narrative provided: Yes  No

Company Name: GIX Logistics

Date Application Submitted: 5/11/2021

**PROJECT INVESTMENT**

Land purchase price:	\$0
New facility construction expense:	\$0
Building purchase / renovation expense:	\$0
Other infrastructure improvements: (parking lot, curb & gutter, landscaping, etc.)	\$0
New machinery / equipment expense:	\$ 60,000
Other:	\$
<b>TOTAL INVESTMENT:</b>	<b>\$ 60,000</b>

**SUPPORTING DOCUMENTATION**

Please include the following documents as attachments to the LB-840 application. The documents below must be submitted with your application to be considered complete. These documents will only be viewed by the GIAEDC President, Executive Board, Citizen's Review Committee Chairperson, city Finance Director, and the City Administrator.

- Business plan outlining product supply chain
- Articles/certificate of formation/incorporation
- Bylaws/operating agreement/partnership agreement
- 3 year pro forma
- Profit/ loss summary
- Balance sheet
- Cash flow statement
- Projected sales
- Brief resume of management team to be placed in Grand Island
- Other impacts on the area's economy
- Grand Island Area Economic Development membership application

**PART III. SIGNATURES**

Company Name: GIX Logistics

Date Application Submitted: 5/11/2021

I hereby represent, this application and supporting information is accurate, and may be relied upon by representatives of the Grand Island Area Economic Development Corporations and the City of Grand Island.

I further represent that there is no legal action underway or being contemplated that would impact the capacity of this company to effectively proceed with this project.

Dated this 11<sup>th</sup> day of May, 2021.

By: 

Its: VICE PRESIDENT

As the President of the Grand Island Area Economic Development Corporation, I hereby represent that I have received and reviewed this application and its supporting information requesting the City of Grand Island's LB-840 funds.

Dated this 17 day of May, 2021.

By: 

Its: PRESIDENT

Company Name: GIX Logistics

Date Application Submitted: 5/11/2021

**PART IV. APPROVAL OF AREA AGENCIES**

***Reviewed by the Grand Island Area Economic Development Elected Trustees***

---

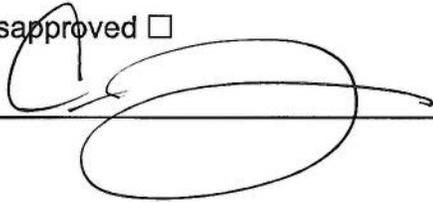
Date of review: 5.27.2021

Comments:

Approved

Disapproved

Signature of Chairman: \_\_\_\_\_



***Reviewed by the Citizen's Review Committee***

---

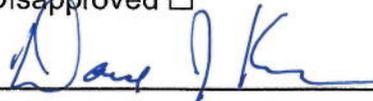
Date of Review: June 3 2021

Comments:

Approved

Disapproved

Signature of Chairman: \_\_\_\_\_



***Referred to the Grand Island City Council***

---

Date of Review:

Comments:

Approved

Disapproved

Signature of Mayor: \_\_\_\_\_

Mayor Roger Steele

Company Name: GIX Logistics



## Grand Island Area Economic Development Corporation Job Creation- Supporting Documentation

The Grand Island Area Economic Development Corporation's mission is to facilitate the creation of jobs and economic opportunities for the regional trade area.

Use the template below to identify and describe new jobs your company plans to create through the use of LB-840 funds.

**Job Classification:** Sales Representative New Employee

Number of added employees: 15

Starting wage per new employee: \$29.50

Benefits percentage: Yes

**Job Classification:** HERE

Number of added employees: HERE

Starting wage per new employee: HERE

Benefits percentage:

**Job Classification:** HERE

Number of added employees: HERE

Starting wage per new employee:

Benefits percentage: HERE

**Company Name:** GIX Logistics

**Projected Completion Date:** 2023

## ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into effective as of the 11<sup>th</sup> day of May, 2021 (the "Effective Date"), by and among the City of Grand Island, Nebraska ("City"), the Grand Island Economic Development Corporation ("GIAEDC") and GIX Logistics Inc., a Nebraska corporation, doing business as GIX Logistics, Inc ("Company") (City, GIAEDC and Company, each a "Party" and collectively, the "Parties").

### WITNESSETH:

WHEREAS, on May 11, 2021, Company filed an Application for Economic Development Incentives (the "Application") with City and GIAEDC;

WHEREAS, Company is expanding its operations in Grand Island;

WHEREAS, in connection with the Grand Island expansion, Company agrees to continue to employ its current seventy-nine (79) full-time equivalent employees in Grand Island for at least three years after the Effective Date and to add an additional fifteen (15) full-time equivalent employees in Grand Island;

WHEREAS, City and GIAEDC find Company derives its principal source of income from the sale of services in interstate commerce and is a qualifying business under City's Economic Development Program, that Company's project qualifies for economic development incentives under the Program, that Company's project will be of substantial economic benefit to the people of Grand Island and the surrounding area, and the economic development incentive plan set forth in this Agreement contributes to the fulfillment of the major objectives of City's Economic Development Plan;

WHEREAS, City and GIAEDC are willing to provide Company with up to \$40,000 in job training assistance, up to \$247,500 in job creation incentives, and up to \$22,500 in infrastructure funds at the times and upon the fulfillment of the conditions set forth in this Agreement provided that Company complies with the terms of this Agreement; and

WHEREAS, in furtherance of the foregoing recitals, the Parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the respective meanings ascribed to them in this Section 1:

(a) "Employment Certificate" shall mean a certificate for the defined period containing the sworn statement of a duly authorized representative of Company specifically setting forth compliance with the terms of this Agreement. The Employment Certificate shall contain the following information and adhere to the following terms: (i) the total number of hours which FTE's worked and total gross compensation received by FTE's for hours worked at Company's facilities in Grand Island during the twelve (12) successive calendar months immediately preceding the date of the Employment Certificate; and (ii) the hourly rate for all FTE's which shall meet or exceed the Minimum Hourly Rate. Company agrees that upon receipt of written notice pursuant to the terms

of this Agreement, Company shall allow the City Administrator or his designee to personally inspect Company's employment records as confirmation of the statements contained in the Employment Certificate.

(b) "Full-Time Equivalent" or "FTE's" shall mean persons currently employed by Company and persons hired by Company as part of the expansion of its operations to Grand Island as detailed in the recitals to this Agreement. The total number of FTE's shall be determined by dividing the total number of hours Company employees worked at its facilities located in Grand Island by two thousand eighty (2,080).

(c) "Minimum Hourly Rate" shall mean a minimum hourly rate of \$29.50 per hour for each FTE employed as part of Company's expansion of its operations in Grand Island. The hourly rate shall be determined by dividing the total wages and salaries paid to FTE's by two thousand eighty (2,080).

2. Employment Requirements. Company shall meet each of the following employment requirements:

(a) Company shall have a minimum of seventy-nine (79) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate as of the Effective Date;

(b) Company shall have a minimum of eighty-three (83) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate as of the first (1<sup>st</sup>) anniversary of the Effective Date;

(c) Company shall have a minimum of eighty-nine Rate as of the second (2<sup>nd</sup>) anniversary of the Effective Date; and

(d) Company shall have a minimum of ninety-four (94) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate as of the third (3<sup>rd</sup>) anniversary of the Effective Date.

3. Disbursement of LB 840 Funds for Job Training. Disbursement of the economic incentive funds for job training shall be paid to Company by City in accordance with the following schedule:

(a) A disbursement for training FTE's in the amount of Thirteen Thousand Three Hundred Thirty-three and no/100 Dollars (\$13,333) shall be paid by City to Company within sixty (60) days of the approval this Agreement by the City Council.

(b) A disbursement for training FTE's in the amount of Thirteen Thousand Three Hundred Thirty-three and no/100 Dollars (\$13,333) shall be paid by City to Company within thirty (30) days of the first (1<sup>st</sup>) anniversary of the Effective Date provided that Company has delivered an Employment Certificate to City and GIAEDC evidencing that Company has at least eighty-three (83) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate.

(c) A disbursement for training FTE's in the amount of Thirteen Thousand Three Hundred Thirty-four and no/100 Dollars (\$13,334) shall be paid by City to Company within thirty (30) days of the second (2<sup>nd</sup>) anniversary of the Effective Date provided that Company has delivered an Employment Certificate to City and GIAEDC

evidencing that Company has at least eighty-nine (89) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate.

(d) The maximum amount City shall disburse to Company for job training shall be Forty Thousand and No/100 Dollars (\$40,000.00).

4. Disbursement of LB 840 Funds for Job Creation. Company shall be eligible for disbursements of up to Sixteen Thousand Five Hundred and 00/100 Dollars (\$16,500) per FTE for fifteen (15) FTE's for a total disbursement of Two Hundred Fourty-Seven Thousand Five Hundred and No/100 Dollars (\$247,500.00). Disbursement of the economic incentive funds for job creation shall be paid to Company by City in accordance with the following schedule:

(a) A disbursement of Sixty-Six Thousand and No/100 Dollars (\$66,000) shall be paid by City to Company within thirty (30) days of the first (1<sup>st</sup>) anniversary of the Effective Date provided that Company has delivered an Employment Certificate to City and GIAEDC evidencing that Company has at least eighty-three (83) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate.

(b) A disbursement of Ninety-Nine Thousand and No/100 Dollars (\$99,000) shall be paid by City to Company within thirty (30) days of the second (2<sup>nd</sup>) anniversary of the Effective Date provided that Company has delivered an Employment Certificate to City and GIAEDC evidencing that Company has at least eighty-nine (89) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate.

(c) A disbursement of Eighty-Two Thousand Five Hundred and No/100 Dollars (\$82,500) incentives shall be paid by City to Company within thirty (30) days of the Third (3<sup>rd</sup>) anniversary of the Effective Date provided that Company has delivered an Employment Certificate to City and GIAEDC evidencing that Company has at least ninety-four (94) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate.

(d) The maximum amount City shall disburse to Company for job creation shall be Two Hundred Forty-Seven Thousand Five Hundred and No/100 Dollars (\$247,500.00).

5. Disbursement of LB 840 Funds for Infrastructure. Company shall be eligible for disbursements of up to Twenty-Two Thousand Five Hundred and 00/100 Dollars (\$22,500) for a total disbursement of infrastructure funds. Disbursement of the economic incentive funds for infrastructure shall be paid to Company by City in accordance with the following schedule:

(a) A disbursement of Seven Thousand Five Hundred and No/100 Dollars (\$7,500) shall be paid by City to Company within sixty (60) days of the approval this Agreement by the City Council.

(b) A disbursement of Seven Thousand Five Hundred and No/100 Dollars (\$7,500) shall be paid by City to Company within thirty (30) days of the first (1<sup>st</sup>) anniversary of the Effective Date provided that Company has delivered an Employment Certificate to City and GIAEDC evidencing that Company has at least eighty-three (83) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate.

(c) A disbursement of Seven Thousand Five Hundred and No/100 Dollars (\$7,500) shall be paid by City to Company within thirty (30) days of the second (2<sup>nd</sup>) anniversary of the Effective Date provided that Company has delivered an Employment Certificate to City and GIAEDC evidencing that Company has at least eighty-nine (89) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate.

6. Company's Representations and Warranties. Company represents and warrants to City and GIAEDC as follows:

(a) Organization, Standing and Power. Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Nebraska and has the legal power to carry on its business as it is now being conducted.

(b) Authority. The execution, delivery and performance of this Agreement by Company has been duly and validly authorized and approved by all necessary legal action on the part of Company.

(c) Binding Agreement. This Agreement, when executed and delivered, will constitute the legal, valid and legally binding agreement of Company, enforceable against Company in accordance with its terms.

(d) No Conflict with Other Instruments or Agreements. The execution, delivery and performance of this Agreement by Company will not result in a breach or violation of, or constitute a default under any agreement to which Company is bound, and will not be in violation of any statute, judgment, order, rule or regulation of any court, or any federal, state or other regulatory authority or governmental body having jurisdiction over Company in effect as of the Effective Date.

(e) No Brokers. Company has not retained or agreed to compensate any broker or finder in connection with the transactions contemplated by this Agreement.

(f) Operations. During the term of this Agreement, Company shall maintain operations in Grand Island, Nebraska.

In the event that Company breaches any of the foregoing representations and warranties, all amounts distributed by City to Company pursuant to this Agreement shall immediately become due and owing by Company to City and if unpaid shall accrue interest at the rate of eight percent (8%) per annum until such amounts are repaid in full.

7. Company's Obligation to Repay Funds. The Parties acknowledge and agree that the funds to be provided by City to Company pursuant to this Agreement are being provided in the form of an economic development loan and are subject to repayment in accordance with the terms and conditions of this Agreement if Company fails to perform its obligations under this Agreement. The Parties further acknowledge and agree that City shall forgive the entire economic development loan disbursed to Company representing a total of Three Hundred Ten Thousand and No/100 Dollars (\$310,000.00) upon Company meeting the following conditions:

(a) Company shall have complied with the terms and provisions of Sections 2 through 7 of this Agreement in all respects; and

(b) If Company remains in compliance with the terms and provisions of Sections 2 through 7 of this Agreement in all respects, the economic development loan will be forgiven pursuant to the following schedule:

(i) On the first anniversary of the Effective Date, Twenty Thousand Eight Hundred Thirty-three and no/100 Dollars (\$20,833.00) of the economic development loan shall be forgiven;

(ii) On the second anniversary of the Effective Date, Eighty-six Thousand Eight Hundred Thirty-three and No/100 Dollars (\$86,833) of the economic development loan shall be forgiven; and

(iii) On the third anniversary of the Effective Date, Two Hundred Two Thousand Three Hundred Thirty-four and No/100 Dollars (\$202,334.00) of the economic development loan shall be forgiven.

8. Default. In the event that Company fails to comply with any of the terms of this Agreement, City may declare Company to be in breach. Any such declaration shall be in writing and sent by US Mail or courier to Company at its last known address. In the event that City declares Company to be in breach, City may immediately terminate this Agreement by providing written notice of termination sent by US Mail or courier to Company at its last known address whereupon all amounts distributed by City to Company pursuant to this Agreement shall immediately become due and owing by Company to City and if unpaid shall accrue interest at the rate of eight percent (8%) per annum until such amounts are repaid in full.

9. Actions after Effective Date. From time to time after the Effective Date, without further consideration, each of the Parties will execute and deliver such documents and instruments as any other Party shall reasonably request to give full effect to the transactions contemplated by this Agreement.

10. Term. This Agreement (and all representations, covenants, agreements, obligations and warranties of Company, City and GIAEDC contained in this Agreement), shall remain in full force and effect until the earlier of the date that (a) the entire economic development loan has been forgiven pursuant to Section 7, or (b) Company has repaid all amounts provided to Company pursuant to this Agreement (in the event Company breaches its obligations under this Agreement) (such date, the "Termination Date"). From and after the Termination Date, this Agreement shall be of no further force or effect and no Party shall have any further obligations pursuant to this Agreement.

11. Amendment. No amendment or modification of this Agreement shall be binding on any Party unless the same shall be in writing and signed by all Parties.

12. Communication. Company agrees to inform City and GIAEDC of any changes in Company's address, telephone number, email address or leadership within three (3) business days of such changes. Company also agrees to fully respond within fifteen (15) calendar days to any request for information from City and/or GIAEDC related to Company's compliance with the terms of this Agreement. All responses to inquiries shall be in writing and provided to City and GIAEDC at the following addresses:

Grand Island City Administrator  
100 East First Street  
P.O. Box 1968  
Grand Island, NE 68802-1968  
Cityadministrator@grand-island.com

Grand Island Area Economic Development Corporation

123 North Locust Street, Suite 201B  
P.O. Box 1151  
Grand Island, NE 68802  
mberlie@grandisland.org

13. Indemnification. Company agrees to indemnify, defend and hold City, GIADEC and their employees, officers, directors, agents, attorneys, affiliates and their respective successors and assigns (collectively, the "Indemnified Parties") harmless from and against any and all loss, liability, obligation, damage, penalty, judgment, claim, deficiency and expense (including interest, penalties, attorneys' fees and amounts paid in settlement) to which the Indemnified Parties may become subject arising out of or based upon a breach or default by Company of this Agreement.

14. Expenses. The Parties shall all pay their respective expenses incident to the preparation, execution and consummation of this Agreement.

15. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and assigns (including, without limitation, any purchaser of, or successor to, Company whether by purchase, merger, consolidation, reorganization, liquidation or any other type of transaction).

16. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

17. Non-Waiver. Waiver of or acquiescence by City and/or GIAEDC in any default by Company, or any failure of City and/or GIAEDC to insist upon strict performance by Company of any warranties, agreements or other obligations contained in this Agreement shall not constitute a waiver of any subsequent or other default, failure or waiver of strict performance, whether similar or dissimilar.

18. Relationship of Parties. The Parties have entered into this Agreement solely for the purposes set forth in this Agreement. Nothing contained in this Agreement shall be construed to create or imply any (a) partnership or joint venture by or among of the Parties, or (b) any principal and agency relationship by or among the Parties.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Nebraska, without giving effect to its conflict of laws principles.

20. Entire Agreement. This Agreement and the documents referred to in this Agreement constitute the entire agreement of the Parties respecting the subject matter contained in this Agreement and supersede any prior offers, understandings, agreements or representations by and between the Parties, written or oral, which may have related to the subject matter of this Agreement in any way.

21. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first above written.

GIX Logistics, Inc., a Nebraska corporation

By: James A. Krum  
Its: \_\_\_\_\_

City of Grand Island, Nebraska

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

Grand Island Area Economic Development Corporation

By: Dave T. [Signature]  
Its: President

RESOLUTION 2021-154

WHEREAS, on November 6, 2012, the City of Grand Island adopted an Economic Development Program and a Citizens Advisory Review Committee to oversee the process of approving applications for economic development incentives; and

WHEREAS, GIX Logistics, Inc. has applied for a forgivable loan for job creation, job training and infrastructure in the amount of \$310,000.00 from the Grand Island Area Economic Development Corporation in accordance with the Economic Development Program; and

WHEREAS, such application has been approved by the executive committee of the Economic Development Corporation on May 27, 2021 and was approved on June 3, 2021 by the Citizens Advisory Review Committee; and

WHEREAS, GIX Logistics, Inc. will be required to meet or exceed employment numbers and employee salary levels as outlined in the Economic Development Agreement to retain all of the economic incentives granted under the agreement; and

WHEREAS, it is in the best interests of the City to provide economic development funding to GIX Logistics, Inc. as provided by the Grand Island Economic Development Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Economic Development Agreement by and between the City, the Grand Island Area Economic Development Corporation and GIX Logistics, Inc., to provide \$310,000.00 in economic assistance to GIX Logistics, Inc. to be used for job creation, job training and infrastructure in Grand Island, is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 22, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☐ _____
June 17, 2021	☐ City Attorney



# City of Grand Island

Tuesday, June 22, 2021

Council Session

## Item J-1

### **Approving Payment of Claims for the Period of June 9, 2021 through June 22, 2021**

*The Claims for the period of June 9, 2021 through June 22, 2021 for a total amount of \$5,207,956.44. A MOTION is in order.*

Staff Contact: Patrick Brown, Finance Director