
City of Grand Island



Tuesday, January 14, 2014
Council Session Packet

City Council:

Linna Dee Donaldson
John Gericke
Peg Gilbert
Chuck Haase
Julie Hehnke
Vaughn Minton
Mitchell Nickerson
Mike Paulick

Mayor:

Jay Vavricek

City Administrator:

Mary Lou Brown

City Clerk:

RaNae Edwards

7:00 PM
Council Chambers - City Hall
100 East 1st Street

Call to Order

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

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

Invocation - Interim Pastor Gary Harris, Messiah Lutheran Church, 708 North Locust Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, January 14, 2014

Council Session

Item C-1

Presentation of Purple Hands Campaign by Vikki Deuel

Introducing The Hands Project: Bringing Even More Respect To Our "City of Kindness" will be presented by Vikki Deuel.

Staff Contact: Mary Lou Brown



City of Grand Island

Tuesday, January 14, 2014

Council Session

Item E-1

**Public Hearing on Request to Rezone Property Located at 815-823
Orleans Drive from RD Residential Development to RO
Residential Office**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: January 14, 2014

Subject: To Rezone Properties from RD Residential Development Zone to RO Residential Office

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

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

Background

Concerning an application that has been made to rezone .43 acres along Orleans Drive north of Faidley Ave and west of St Francis Hospital from RD Residential Development Zone to RO Residential Office Zone.

Discussion

At the regular meeting of the Regional Planning Commission, held December 4, 2013 the above item was considered following a public hearing.

O'Neill opened the Public Hearing.

Nabity explained an application has been made to rezone 0.43 acres along Orleans Drive north of Faidley Avenue and west St. Francis Hospital from RD Residential Development Zone to RO Residential Office. The apartments that were originally built on the site in conformance with the approved development plan have been demolished and the Hospital owns the property and would like to use the existing garages as accessory buildings to the Hospital. Rezoning the property is necessary prior to allowing this use to continue.

O'Neill closed the Public Hearing.

A motion was made by Haskins and seconded by Connelly to approve the rezone request by St. Francis to rezone the property from RD – Residential Development Zone to RO Residential Office Zone.

A roll call vote was taken and the motion passed with 9 members present and voting in favor (O'Neill, Ruge, Hayes, Reynolds, Heckman, Haskins, Bredthauer, Connelly and Snodgrass) and no one voting against.

Alternatives

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

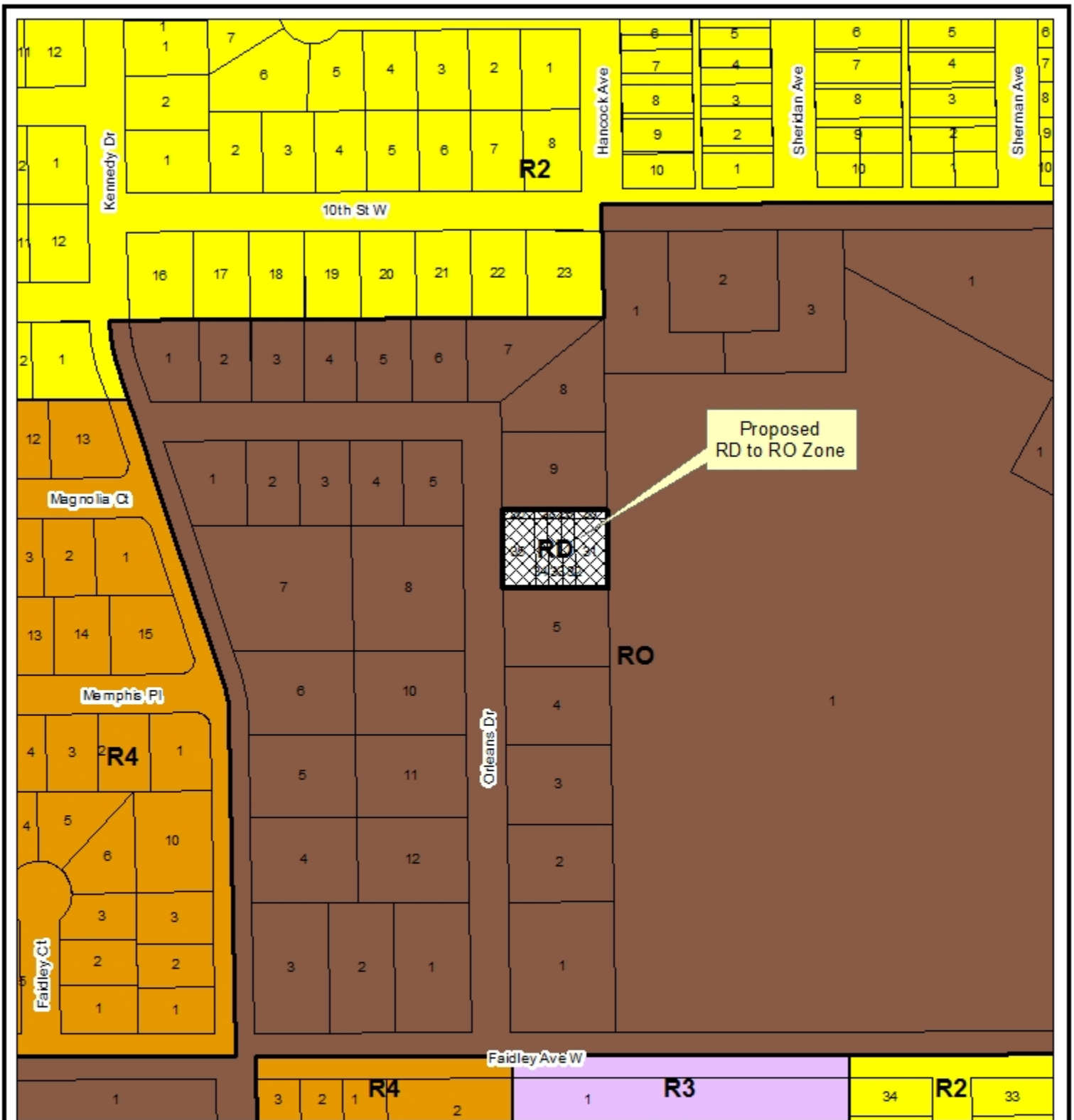
1. Approve the rezoning request as presented
2. Modify the rezoning request to meet the wishes of the Council
3. Postpone the issue

Recommendation

City Administration recommends that the Council approve the proposed changes as recommended.



Sample Motion

Move to approve the ordinance and amended development and easement vacation as presented.



Requested Zoning



-  From RD : Residential Development Zone
-  to RO : Residential Office Zone

Scale : NONE
C-01-2014GI





City of Grand Island

Tuesday, January 14, 2014

Council Session

Item E-2

Public Hearing on Declaration of a Site Known as Redevelopment Area 15 Located between Webb Road and US Hwy 281, North of Old US Hwy 30 and South of Old Potash Hwy

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: January 14, 2014

Subject: Tim Plate & Doug Luth (Proposed CRA Area No. 15)
(C-02-2014GI)

Item #'s: E-2 & I-1

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

Background

Tim Plate and Doug Luth commissioned a Blight and Substandard Study for Proposed Redevelopment Area No. 15 to be prepared by Marvin Planning Consultants of David City, Nebraska. The study area includes approximately 65 acres referred to as CRA Area No. 15. The study focused on property bounded by the west Old Potash Highway on the north, Old Highway 30 to the south, US Highway 281 to the west and Webb Road to the east in northwest Grand Island. (See the attached map) On November 12, 2013, Council referred the attached study to the Planning Commission for its review and recommendation.

The decision on whether to declare an area substandard and blighted is entirely within the jurisdiction of the City Council with a recommendation from the Planning Commission.

Discussion

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

Section 18-2109

Redevelopment plan; preparation; requirements.

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 a public hearing with notice provided as specified in section 18-2115, declared such area to be a substandard and blighted area in need of redevelopment. The governing body of the city shall submit the question of whether an area is substandard and blighted to the planning commission or board of the city for its review and recommendation prior to making its declaration. The

planning commission or board shall submit its written recommendations within thirty days after receipt of the request. Upon receipt of the recommendations or after thirty days if no recommendation is received, the governing body may make its declaration.

~Reissue Revised Statutes of Nebraska

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

At this time, the Planning Commission and Council are 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.



Figure 1 Redevelopment Area 15 includes all properties within the hatched area.

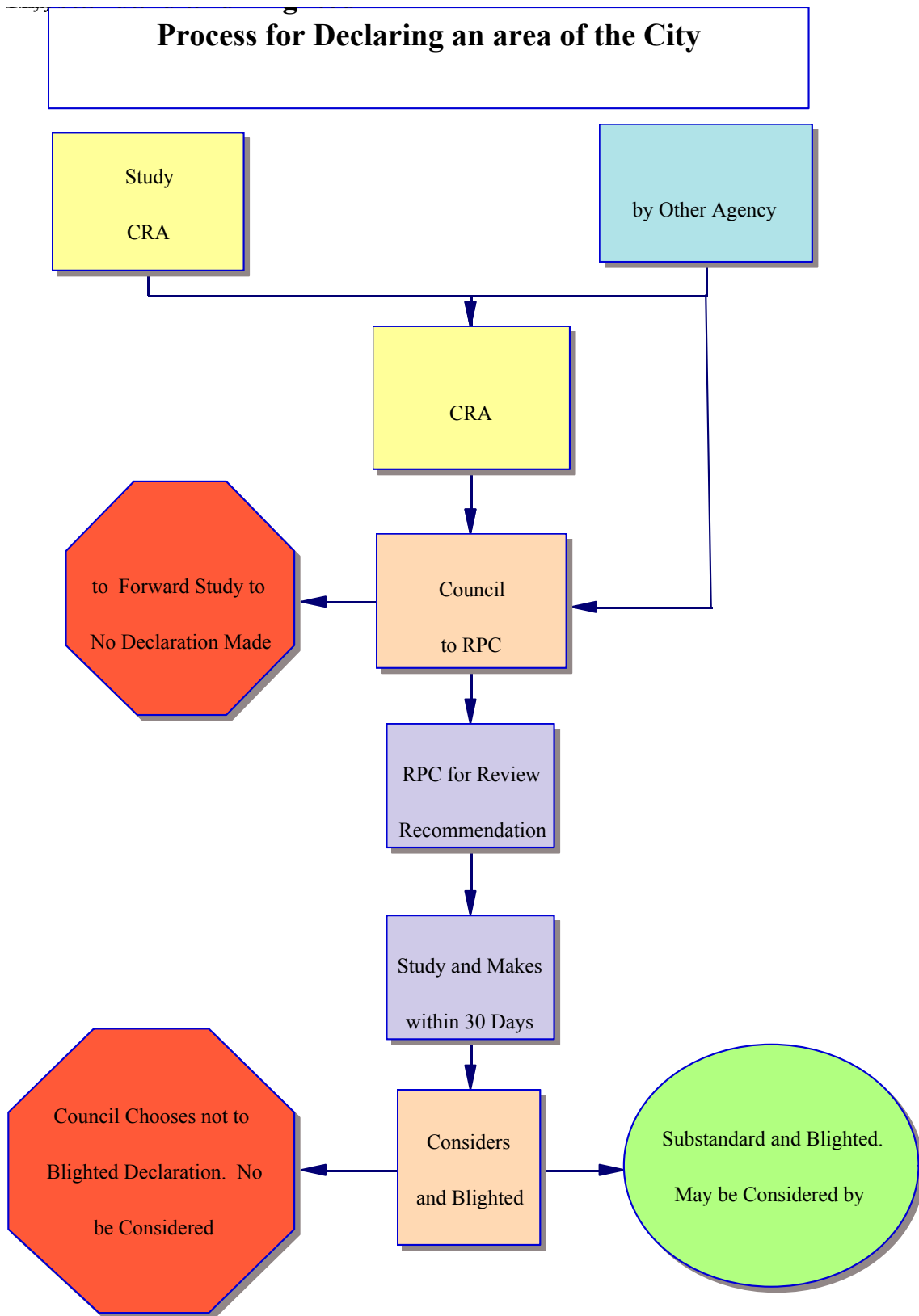


Figure 2 Blight Declaration Process (Planning Commission Recommendation is the second purple box).

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 3 Blight and Substandard Declaration compared to a Redevelopment Plan

OVERVIEW Continued

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 finding of fact identified by the Planning Commission
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.

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:

(10) **Substandard areas** shall mean 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;

(11) **Blighted area** shall mean an area, which (a) 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;

~Reissue Revised Statutes of Nebraska

ANALYSIS

The following findings are copied directly from the Study. The analysis of the substandard and blighted factors is conducted on pages 7 to 20 of the study.

FINDINGS FOR GRAND ISLAND

Study Area #15 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.

- **Average age of structures is over 40 years of age**
 - Within the Study Area 58.5% of the structures meet the criteria of 40 years of age or older.
- **Deterioration of site or other improvements**
 - There are no sidewalks located along the public streets in the area.
 - The area is considerably flat and standing water is a concern.
 - Within the study area, curb and gutter existing only on 37.6% of the right-of-way and it has been determined to be in a deteriorating state.
 - In addition to a small percentage of curb and gutter, the remaining 62.4% has no curb and gutter to control stormwater runoff or to define the driving surface from other portions of the right-of-way.
 - Several properties within the study area have deteriorated or substandard site improvements including parking lots, fencing, etc.
- **Faulty Lot Layout**
 - Size of certain lots is an issue
 - Adequacy of some lots is a concern
 - Accessibility to some lots could be a problem since these lots could become land locked in the future
- **Insanitary or Unsafe Conditions**
 - Lack of sidewalk in the Study Area
 - Junk and junk vehicles are present throughout the study area
 - Utility pole locations

- Stormwater catchment west of study area is a contributing factor
 - Unsecured materials storage
 - Standing water
 - Deteriorating barbed wire fencing
 - Vacant and neglected property
- **Diversity of Ownership**
 - Within the Study Area 22 properties are owned by 18 different property owners.
- **Dangerous conditions to life or property due to fire or other causes**
 - Junk and junk vehicles
 - The proximity of the stormwater catchment
 - Unsecured materials
 - Lack of sidewalk within the Study Area
- **Combination of factors which are impairing and/or arresting sound growth**
 - The location of the Nebraska Department of Roads Maintenance yard and the Nebraska State Patrol facility.
 - US Highways 30 and 281
 - Old US Highway 30 and Webb Road
 - Union Pacific Railroad
- **Stable or decreasing population based on the last two decennial censuses**
 - The population of the Study Area has remained stable over the past 22 years.

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

- Improper Subdivision or obsolete platting
- Substantial number of deteriorated or deteriorating structure
- Defective/Inadequate street layouts,
- 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 in Grand Island meets the definition of Substandard as defined in the Revised Nebraska State Statutes.

This Study Area in Grand Island meets the definition with the average age of the structures being more than 40 years of age.

FINDINGS FOR GRAND ISLAND BLIGHT STUDY AREA #15

Blight Study Area #15 has several items contributing to the Blight and Substandard Conditions. These conditions include:

Blighted Conditions

- Average age of structures is over 40 years of age
- Deterioration of site or other improvements
- Faulty Lot Layout
- Insanitary and Unsafe Conditions
- Diversity of Ownership
- Combination of factors which are impairing and/or arresting sound growth
- Stable or decreasing population based on the last two decennial censuses

Substandard Conditions

- Average age of the structures in the area is at least forty years
- Dangerous conditions to life or property due to fire or other causes

Based on the study these areas meet the thresholds to qualify as blighted and substandard.

All of this property is located inside the Grand Island City Limits. Tax increment financing would potentially be available for redevelopment projects on any of the property included in the study.

RECOMMENDATION:

Planning Commission and staff recommend 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 Planning Commission and 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 public intervention appropriate and/or necessary for the redevelopment of the area?

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.

The Regional Planning Commission concluded that the area in question meets the definition of blighted and substandard and supports such conclusion with findings of fact. Some **findings of fact** are degradation of infrastructure, deterioration of building and the need for drainage infrastructure.

They recommend **approval** of the declaration as blighted and substandard based on the facts presented, identified and discussed at their meeting.

The Planning Commission held a Public Hearing on this proposal at their meeting on December 4, 2013. Keith Marvin, with Marvin Planning Consultants, spoke in favor of the designation and answered Planning Commission questions about the study. Ron Depue representing Mr. Plate and Mr. Luth spoke in favor of approving the study. No members of the public spoke in opposition of the designation.

Grand Island has 13 areas that have been declared blighted and substandard for a total of 3,482 acres. This represents 18.24% of the area of the City. Grand Island can declare up to 35% of its municipal area blighted and substandard. If Council approves the declaration of this area as blighted and substandard, 64.8 acres would be added to the blighted and substandard area in Grand Island increasing the percentage by 0.34% to 18.58%, well below the 35% limitation.

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

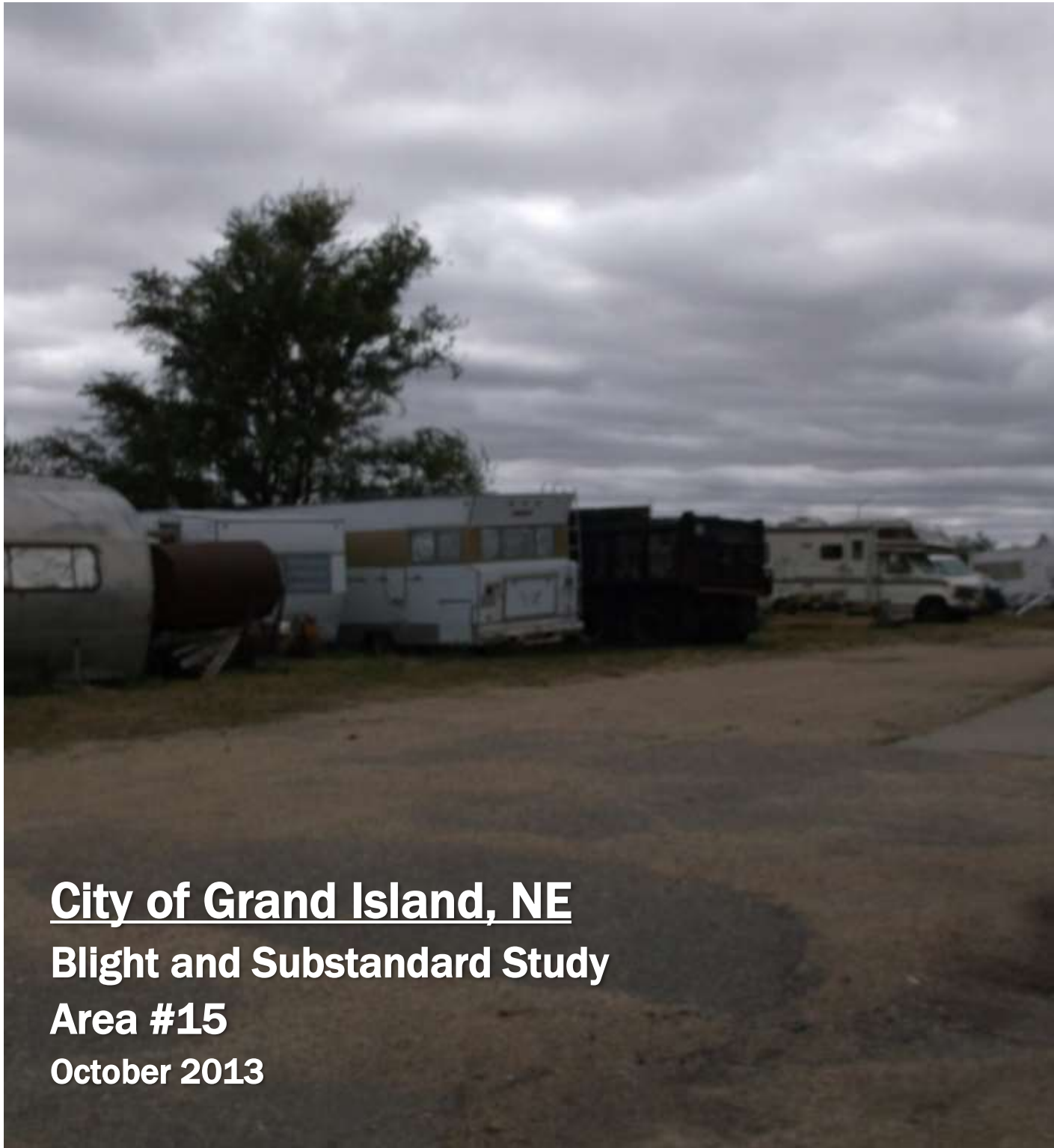
Recommendation

A motion was made by Bredthauer and seconded by Ruge to approve the adoption of Blight and Substandard Study Area #15, based on the study prepared by Marvin Planning Consultants.

A roll call vote was taken with 9 members present and all voting in favor (O'Neill, Ruge, Hayes, Reynolds, Heckman, Haskins, Bredthauer, Connelly and Snodgrass) and no members voting against.

Sample Motion

Move to approve the Substandard and Blight Designation for Redevelopment Area No. 15 in Grand Island, Hall County, Nebraska finding the information in the study to be factual supporting such designation.



City of Grand Island, NE
Blight and Substandard Study
Area #15
October 2013



PURPOSE OF THE BLIGHT AND SUBSTANDARD STUDY

The purpose of completing this Blight and Substandard study is to examine existing conditions within the city of Grand Island. This study has been commissioned by individual property owners within the community with the hope the City will consider the study area for future redevelopment activity. The area is bordered on all sides by major transportation routes and the portions adjacent to the area has seen considerable new development on the northern perimeter of the area but limited redevelopment activities.

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 Sections 18-2101 to 18-2144, shall afford maximum opportunity, consistent with 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 sections 18-2101 to 18-2144, 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 and occupancy of buildings and improvements, the disposition of any property acquired, and 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. 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.”

Blight and Substandard are defined as the following:

“Substandard areas 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;”

“Blighted area means an area, which (a) 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 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 shall not designate an area larger than one hundred percent of the as blighted;”

This Blight and Substandard Study is intended to give the 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. 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. The Redevelopment Plan portion of this report 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 a specific area within an established part of the community for evaluation. The area is indicated in Figure 1 of this report. The existing uses in this area include commercial, commercial/office, public and industrial.

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 of Grand Island is intended to redevelop and improve the area. 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 Grand Island.

Study Area

POINT OF BEGINNING IS THE INTERSECTION OF THE CENTERLINES OF NORTH US HIGHWAY 281 AND W. OLD POTASH HIGHWAY; THENCE EASTERLY ALONG SAID CENTERLINE OF W. OLD POTASH HIGHWAY TO THE INTERSECTION WITH THE CENTERLINE OF N. WEBB ROAD; THENCE SOUTHERLY ALONG SAID CENTERLINE OF N. WEBB ROAD (ACROSS US HIGHWAY 30 WHERE N. WEBB ROAD TURNS INTO S. WEBB ROAD) TO THE INTERSECTION WITH THE CENTERLINE OF OLD US HIGHWAY 30; THENCE, SOUTHWESTERNLY ALONG SAID CENTERLINE OF OLD US HIGHWAY 30 TO THE EXTENDED WEST PROPERTY LINE OF MISCELLANEOUS TRACTS 24-11-10 PT E ½; THENCE NORTHWESTERLY ALONG SAID EXTENDED WEST PROPERTY LINE TO THE INSECTION WITH THE SOUTHWEST CORNER OF A LOT DESCRIBED AS SPELTS-SCHULTZ INDUSTRIAL SUB PT LT 1; THENCE, NORTHERLY ALONG THE WEST PROPERTY LINE OF A LOT DESCRIBED AS SPELTS-SCHULTZ INDUSTRIAL SUB PT LT 1 TO THE NORTHWEST CORNER OF SAID LOT; THENCE, NORTHEASTERLY ALONG THE NORTH PROPERTY LINE OF THE SAME SAID LOT TO THE NORTHEAST CORNER OF SAID LOT; THENCE, CONTINUING NORTHEASTERLY ALONG THE NORTH PROPERTY LOT OF A LOT DESCRIBED AS LACY THIRD SUB LT 1 TO THE NORTHEAST CORNER OF SAID LOT; THENCE, NORTHERLY ALONG THE NORTH PORTION OF THE WEST PROPERTY LINE TO THE NORTHWEST CORNER OF A LOT DESCRIBED AS LACY THIRD SUB LT 1; THENCE CONTINUING NORTHERLY ALONG THE WEST PROPERTY LINES OF LOTS DESCRIBED AS LACY SUB LOT 4, STALKER PLAZA SUB LOT 2, AND STALKER PLAZA SUB LOT 1; THENCE, CONTINUING NORTHERLY ALONG THE EXTENDED WEST PROPERTY LINES TO THE POINT OF INTERSECTION WITH THE SOUTH PROPERTY LINE OF THE STATE OF NEBRASKA PROPERTY (CONTAINING THE NEBRASKA DEPARTMENT OF ROADS MAINTENANCE YARD AND THE NEBRASKA STATE PATROL FACILITIES; THENCE, WESTERLY ALONG A LINE TO A POINT ON THE CENTERLINE OF US HIGHWAY 281 BEING 700.9969 FEET SOUTH OF THE POINT OF BEGINNING; THENCE, NORTHERLY ALONG SAID CENTERLINE OF US HIGHWAY 30 TO THE POINT OF BEGINNING.

Figure 1
Study Area Map



Source: Olsson Associates 2013

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 that either benefit or detract 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.

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.

Table 1 includes the existing land uses for the entire study area. The table contains the total acres determined per land use from the survey; next is the percentage of those areas compared to the total developed land; and finally, the third set of data compare the all land uses to the total area within the Study Area.

The Study Area is predominately industrial uses with 43.9% of land in this use. The remaining 56.1% is either Commercial, Commercial/office or vacant, public right-of-way and streets.

TABLE 1: EXISTING LAND USE, GRAND ISLAND - 2013

Type of Use	Acres	Percent of Developed land within the Study Area	Percent of Study Area
Residential	0	0.0%	0.0%
Single-family	0	0.0%	0.0%
Multi-family	0	0.0%	0.0%
Manufactured Housing	0	0.0%	0.0%
Commercial	10.63	18.3%	17.0%
Industrial	27.50	47.4%	43.9%
Quasi-Public/Public	11.37	19.6%	18.2%
Parks/Recreation	0	0.0%	0.0%
Transportation	8.49	14.6%	13.6%
Total Developed Land	57.99	100.0%	
Vacant/Agriculture	4.64		7.4%
Total Area	62.63		100.0%

Source: 2013 Grand Island Blight Study Area 15, Marvin Planning Consultants and Olsson Associates

Figure 2
Existing Land Use Map



Source: Marvin Planning Consultants and Olsson Associates, 2013

FINDINGS OF BLIGHT AND SUBSTANDARD CONDITIONS ELIGIBILITY STUDY

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

CONTRIBUTING FACTORS

There are a number of conditions examined and evaluated in the field and online. After review several factors discussed in the Revised Statutes of Nebraska were found to be present in this specific study area. In addition, there were some of the statutory conditions that were either not present or not evaluated due to the small area in the report.

Average Age of the Residential or Commercial Units

Age of Structure

Age of structures can be one of the contributing factors to blighted and substandard conditions in an area. Statutes allow for a predominance of units that are 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 that the age of structure was determined from the Appraisal data within the Hall County Assessor's website data.

Within the study area there is a total of 41 structures. After researching the structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 24 (58.5%) units were determined to be 40 years of age or older
- 17 (41.5%) were newer than 40 years.

Based upon this data, the age of the structures would be a direct 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 of heavily traveled streets.

The sidewalk conditions were analyzed in the Study Area. The sidewalks were rated on four categories; adequate, deteriorating, dilapidating, and missing completely.

Within the study area there is approximately 5,743 lineal feet 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 (0.0%) lineal feet of adequate sidewalk
- 0 (0.0%) lineal feet of deteriorating sidewalk
- 5,743 (100.0%) lineal feet of no sidewalk.

There is no sidewalk present within the entire study area accessible to pedestrian traffic. Considering the uses along Old Potash Highway and Webb Road, there should be sidewalk in place.

In addition to the missing sidewalk indicated in Figure 4, there are other locations where sidewalk is missing, along US Highways 30 and 281. These are indicated with a red dashed line. These areas are not included in the totals, since the city and state policies are not to encourage walking and biking along major highways.

Figure 3
Unit Age Map



Source: Marvin Planning Consultants and Olsson Associates, 2013

Figure 4
Sidewalk Conditions



Source: Marvin Planning Consultants and Olsson Associates, 2013

Figure 5
Curb and Gutter Conditions



Source: Marvin Planning Consultants and Olsson Associates, 2013

Due to the large amount of missing sidewalk, the lack of sidewalk would be a direct contributing factor.

Drainage Conditions

Grand Island has a long history of drainage issues due to the extreme flatness of the area, as well as the high water table. Topography and soils can have a major impact on how a given portion of the city drains. The area designated in this Study Area is nearly flat or has an extremely small slope.

The field survey examined the entire area for potential drainage problems. One field survey was completed during and a day after a rain event. During both field visits there was standing water throughout the entire area. Water was standing in large potholes, in drainage ditches, along areas that were supposed to drain the water away.

Another item of note deals with the actual number of stormwater inlets in the study area. There are only two stormwater inlets within the entire study area. One is located at the southwest corner of W. Old Potash Highway and N. Webb Road; the other is located along Island Circle. All of the water, south of US Highway 30 has to surface drain or be absorbed into the soils. Along the west edge of this study area there is a large stormwater catchment; however, runoff in the study area must find a path along very flat topography to get to the catchment.

The primary way for stormwater runoff to reach the catchment is through a series ditches along S. Webb Road and Old US Highway 30. This type of stormwater infrastructure typically works only when there is some topographic drop-off and the ditches remained mowed. In case of the ditches in the study area, the grass appeared to be longer than it should be to allow for water movement.

Figure 6 is an existing topographic map from the City of Grand Island's website. The map confirms the flatness of the area between US Highway 30 on the north and Old Highway 30 on the south. The most common contour identified on the map is the 1880 contour.

Standing water from poor drainage can be a catalyst for health issues like West Nile due to the potential mosquito breeding during the summer months.

Drainage also can be tied directly to the next issue, curb and gutter conditions.



Standing water during a recent rain event



Water same location 24 hours later



Standing water on the north end of study area – 24-hours after rain event

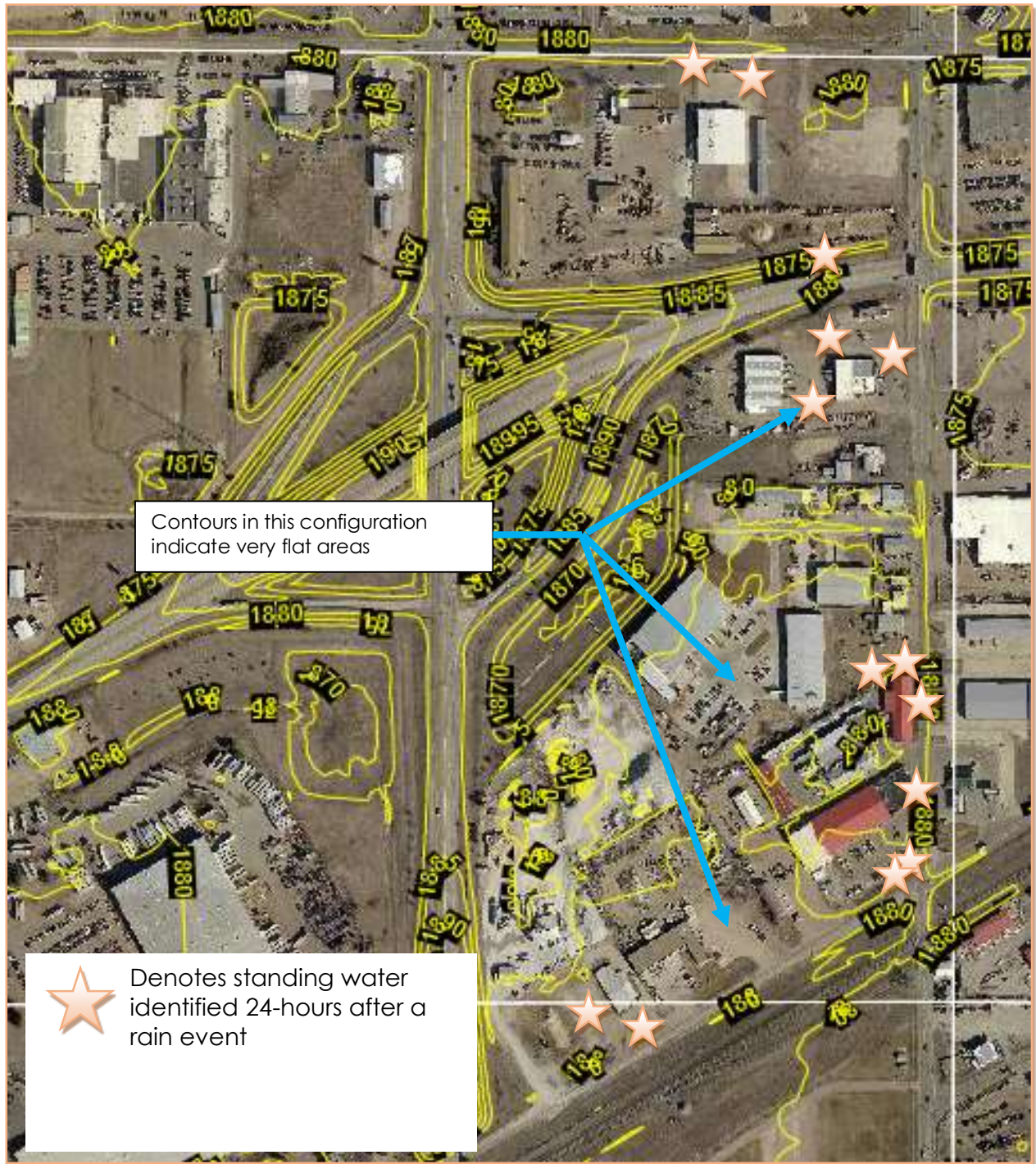


Catchment on west edge of study area



Drainage ditch along N. Webb Road

Figure 6
Topographic Map of Study Area



Curb and Gutter

Curb and Gutters have direct and indirect roles in communities. Their primary functions is to be a barrier that collects and directs water, drainage. 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.

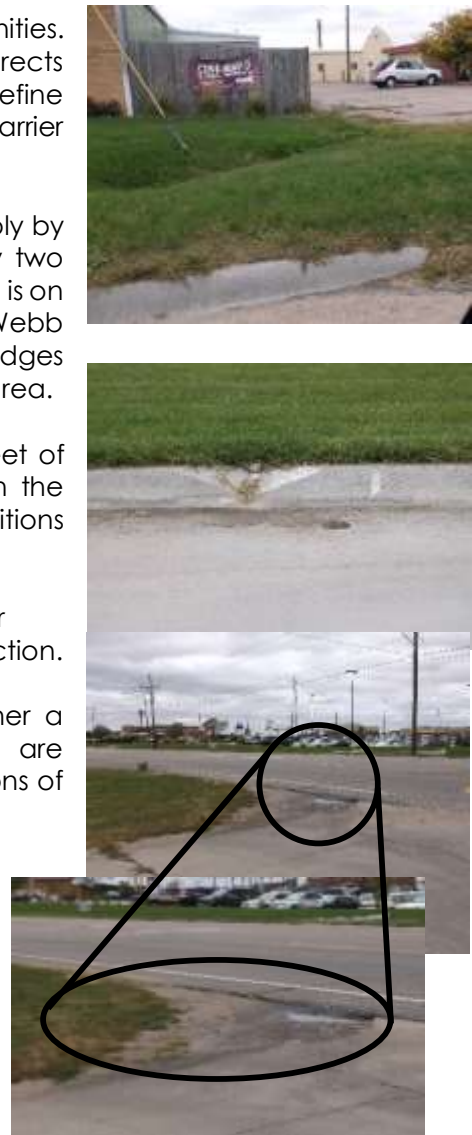
Curb and gutter for the Study Area can be summed up simply by stating it is deteriorating and completely lacking. The only two locations curb and gutter can be found within the study area is on the southwest corner of W. Old Potash Highway and N. Webb Road (where the only storm inlet is located) and along the edges of Island Circle located in the southern portion of the study area.

Within the study area there is approximately 5,700 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 study area:

- 0 (0.0%) lineal feet of adequate curb and gutter
- 2,166 (37.6%) lineal feet of deteriorating curb and gutter
- 3,586 (62.4%) lineal feet of no curb and gutter or rural section.

The study area has 100% of the curb and gutters in either a deteriorating state or not constructed and the streets are designed as rural section streets. See Figure 5 for the locations of these curb and gutter.

The photo to the immediate right shows the deteriorating conditions that tend to occur at driveways and streets where there is no curb and gutter to define a solid edge. Motor vehicles tend to cut corners when pulling in and out of the parking areas which then lead to pot holes and standing water after rain events.



In addition to the missing curb and gutter indicated in Figure 4, there are other locations where curb and gutter are missing, along US Highways 30 and 281. These are indicated with a red dashed line. Even though this is considered an urban area, the Nebraska Department of Roads typically surface drains major highways to grassy areas.

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

Site Improvements Conditions

The different properties throughout the study area have less than average site improvements. A large portion of the properties have gravel/dirt drives and parking lots and in some cases they may have been concreted or asphalted in the past but it is difficult to determine due to the level of deterioration. Some properties have paved/improved parking areas and drives were found to be in a state of deterioration.



Figure 7
Site Improvement Conditions



Source: Marvin Planning Consultants and Olsson Associates 2013

Figure 7 identifies the different properties in the study area that have deteriorating parking areas and drives, as well as those properties that have been hard surfaced and are showing signs of deteriorating and in need of repair/rehabilitation. Even though most of the land uses in this area are heavier commercial to industrial uses, the lack of hard surfacing or the deterioration of the existing hard surfacing has a major impact on the perception of the area as well as the value of the area.

Based upon the field analysis, there are sufficient elements present to meet the definition of deterioration of site and other improvements in the Study Area.

Faulty Lot Layout

Faulty lot layout can lead to a number of issues including size of a lot, adequacy of the lot for the use, accessibility to the lot and/or the usefulness of the lot. There are a number of factors to examine within this particular study area.

Size of Lot

Throughout the study area there are lots that are too small for the use and buildings located on the site. This is specifically true on the north and south sides of Island Circle.

Figure 8 to the right identifies the lots in the study area deemed to be either too narrow, too shallow, or both (resulting in an overall small lot). Considering the current land use plan and zoning for this area, these lots have the potential to undesirable or overcrowded with building in the future; in some cases these lots are already overcrowded.

The lot on the north end of Figure 8 is an extremely awkward shape and likely was platted this way when US Highway 30 was relocated to its present alignment. However, this still creates an odd development/redevelopment condition.

Adequacy of the Lots

Based upon the discussion regarding lot size and shape above, the lots in Figure 8 are not adequate for the type of land use and zoning designated for this area. Parking and deliveries opportunities are somewhat limited on these lots.

Some of the other lots, the lumber yard on the southeast corner of the study, appear to have fit their different structures onto the site with a shoe horn; movement on this site is very tight considering larger pick-ups and semi-trailers are arriving and departing from the site.

Accessibility of the Lots

Accessibility of some lots in the southern portion of the study currently do not appear to be an issue. However, there could be two very different issues arise in the future.

First, the lot to the north end has two primary uses on one lot. At present they are owned by the same company. If in the future these uses are split apart, the area to the west has the potential to become a landlocked parcel. At present all of the uses and structures gain access from the points on the property; there are no adjacent streets, except for S. Webb Road.



Figure 8: Small Lot Sizes

Source:
Marvin Planning Consultants and
Olsson Associates



Figure 9: Accessibility

Source:
Marvin Planning Consultants
and Olsson Associates

The lots identified on the very south end of the study area have a similar but different issue, the lots along Old US Highway 30 are designated as different parcels than the lots to the north. Currently, the frontage lots are owned by the same individuals/companies that own the lots in the back. This creates an issue with faulty lot layouts in the area.

Insanitary or Unsafe Conditions

There are a number of factors tending to fall under this category. The study area was found to have several factors falling into insanitary and unsafe. The following will outline the conditions found.

Junk and junk vehicles

There are locations where property owners have junk and/or junk vehicles located on their property within the study area.



Aerial of junk and junk vehicles
Source: <http://grandislandne.map.beehere.net/>

The most specific location for this condition is shown at the right. In one case, the property owner has some of the junk vehicles contained in a “security” fence with aging and sagging barbed wire along the top edge. However, in other situations junks vehicles, old campers and other items are left in the open and not secured from access by individuals. In addition to people being capable of directly access these vehicles, trailers, etc., these conditions are also very attractive places for vermin to congregate.



Photos of the area above

Utility Poles

Utility poles in this area, although it is not the direct concern of individual property owners, are an unsafe condition in various locations within the study area. The property shown above has a power pole located in between the buildings on the lot. This creates a potential hazard for vehicular movement, especially semi-trailers.



Another area with junk vehicles and trees

In another case near the southern edge of the study area, there are utility poles within two feet of the driving surface of S. Webb Road. In addition, one of these poles is also located less than one foot from the edge of a property driveway that accesses S. Webb Road (this specific pole is also a visual distraction for vehicles turning onto S. Webb Road); see photo to the right.



Stormwater Catchment

The topography found in Grand Island creates the need for unique engineering solutions to catch, store, and release stormwater. Immediately west of the study there is a large stormwater catchment facility, not in the area. This catchment could be considered an unsafe condition that is contributing to the potential blighted and substandard conditions of the area. This major catchment is very deep and is designed to handle a massive amount of water; however, there are no security measures to keep individuals both purposely or accidentally from entering this area. If the city has had a major rain event and the catchment is even partially full it could be a hazard to someone's safety.



Unsecured materials

The field investigation of this study area identified one item that presents a possible unsafe condition. Within the study area there is one location where individuals can access the material stockpiles of the concrete plant. This would require an individual to go through the property occupied by Anixter Fasteners/Hastings Foods. Along the southwest edge of the Anixter/Hastings Foods site there is not a security fence on any type to keep someone from accessing the gravel stockpile and other items on the plant site.



Standing Water

As discussed in detail in the drainage section of this report, standing water can be an insanitary and unsafe condition due to the potential for this to be a breeding ground for mosquitoes and their ability to spread the West Nile virus.



Barbed Wire Fencing

There are several properties within the study area being protected with barbed wire along the top of the fence line. The use of this material within the area is a proper security measure depending on the need. However, in multiple locations in the study area it appears that the barbed wire has been allowed to deteriorate, thus indicating a lack of need. It is these locations that are considered unsafe. If the barbed wire is allowed to continue to deteriorate it is likely to come loose from the fence and be in the direct path of pedestrians and others.



Vacant Property

One property near the southwest corner of the site, the old Weldon Parts store that is vacant. At the time of the field work for this study, the property appeared to be in a state of neglect. There were several old pallets laying around, as well as other items left behind. In addition, along the east wall of the building the weeds were growing out of control and in need of being cut and destroyed.



Based upon the field analysis, there are sufficient elements present to meet the definition of insanitary and unsafe conditions within the Study Area.

Diversity of Ownership

After reviewing the information on the Hall County Assessor's website, the study area was found to have 18 different property owners. In order for future redevelopment to occur it may require some of these tracts to get into common ownership.



Based upon the fact that 18 different individuals, corporations, etc. own property in this area, it is determined that the high diversity of property ownership could easily be a barrier to redevelopment.

Existence of Conditions endangering life or property due to fire or other causes

Located within the study area there are factors present that are a danger to life or property due to fire or other causes. A number of these factors have been previously discussed in this report. These factors include:

- The junk vehicles and other junk laying around on a number of properties
- The old Weldon Truck Parts store along Old US Highway 30
- The close proximity of the power poles along S. Webb Road
- The proximity of the unsecured stormwater catchment
- The unsecured access to the materials stockpile for the concrete plant



Based upon the field analysis, there are sufficient elements present to meet the definition of dangerous conditions within the Study Area.

Combination of factors which are impairing and/or arresting sound growth

Within this small study area there are a number of factors that are impairing or arresting sound growth. A couple of these include:

- The location of the Nebraska Department of Roads Maintenance Yard and Nebraska State Patrol facility; there has been an ongoing demand for larger scale commercial along US Highway 281. The Hy-Vee property immediately north of the study area was purchased for \$1,790,000 or \$205,747 per acre in 2005.
- Even though the existence of US Highways 281 and 30 as well as Webb Road and Old US Highway 30 are traffic generators in what is considered a commercial and industrial corridor, these thoroughfares have a tendency to impair and arrest sound growth practices.
- The Union Pacific Railroad mainline lies immediately to the south of the study area and also impairs sound growth practices.

Based upon the review of the area, there are sufficient elements present to meet the definition of combination of factors which are impairing and/or arresting sound growth within the Study Area.

Stable or decreasing population based on the last two decennial censuses

Over the past 20 years the population within the study area has been stable. The population within the Study Area has been 0 residents for the past two decennial censuses. Therefore, it meets the criteria for a stable or decreasing population.

Blighting Summary

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

- **Average age of structures is over 40 years of age**
 - Within the Study Area 58.5% of the structures meet the criteria of 40 years of age or older.
- **Deterioration of site or other improvements**
 - There are no sidewalks located along the public streets in the area.
 - The area is considerably flat and standing water is a concern.
 - Within the study area, curb and gutter existing only on 37.6% of the right-of-way and it has been determined to be in a deteriorating state.
 - In addition to a small percentage of curb and gutter, the remaining 62.4% has no curb and gutter to control stormwater runoff or to define the driving surface from other portions of the right-of-way.
 - Several properties within the study area have deteriorated or substandard site improvements including parking lots, fencing, etc.

- **Faulty Lot Layout**
 - Size of certain lots is an issue
 - Adequacy of some lots is a concern
 - Accessibility to some lots could be a problem since these lots could become land locked in the future
- **Insanitary or Unsafe Conditions**
 - Lack of sidewalk in the Study Area
 - Junk and junk vehicles are present throughout the study area
 - Utility pole locations
 - Stormwater catchment west of study area is a contributing factor
 - Unsecured materials storage
 - Standing water
 - Deteriorating barbed wire fencing
 - Vacant and neglected property
- **Diversity of Ownership**
 - Within the Study Area 22 properties are owned by 18 different property owners.
- **Dangerous conditions to life or property due to fire or other causes**
 - Junk and junk vehicles
 - The proximity of the stormwater catchment
 - Unsecured materials
 - Lack of sidewalk within the Study Area
- **Combination of factors which are impairing and/or arresting sound growth**
 - The location of the Nebraska Department of Roads Maintenance yard and the Nebraska State Patrol facility.
 - US Highways 30 and 281
 - Old US Highway 30 and Webb Road
 - Union Pacific Railroad
- **Stable or decreasing population based on the last two decennial censuses**
 - The population of the Study Area has remained stable over the past 22 years.

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

- Improper Subdivision or obsolete platting
- Substantial number of deteriorated or deteriorating structure
- Defective/Inadequate street layouts,
- 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 units that are 40 years of age or older to be a contributing factor regardless of their condition. Note that the age of structure was determined from the Appraisal data within the Hall County Assessor's website data.

Within the study area there is a total of eight structures. After researching the structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 17 (41.5%) units were determined to be less than 40 years of age
- 24 (58.5%) units were determined to be 40 years of age or older

There is a predominance of units 40 years of age or older.

Existence of Conditions endangering life or property due to fire or other causes

Located within the study area there are factors present that are a danger to life or property due to fire or other causes. A number of these factors have been previously discussed in this report. These factors include:

- The junk vehicles and other junk laying around on a number of properties
- The old Weldon Truck Parts store along Old US Highway 30
- The close proximity of the power poles along S. Webb Road
- The proximity of the unsecured stormwater catchment
- The unsecured access to the materials stockpile for the concrete plant



Based upon the field analysis, there are sufficient elements present to meet the definition of dangerous conditions within 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 in Grand Island meets the definition of Substandard as defined in the Revised Nebraska State Statutes.

FINDINGS FOR GRAND ISLAND BLIGHT STUDY AREA #15

Blight Study Area #15 has several items contributing to the Blight and Substandard Conditions. These conditions include:

Blighted Conditions

- **Average age of structures is over 40 years of age**
- **Deterioration of site or other improvements**
- **Faulty Lot Layout**
- **Insanitary and Unsafe Conditions**
- **Diversity of Ownership**
- **Combination of factors which are impairing and/or arresting sound growth**

- **Stable or decreasing population based on the last two decennial censuses**

Substandard Conditions

- **Average age of the structures in the area is at least forty years**
- **Dangerous conditions to life or property due to fire or other causes**



City of Grand Island

Tuesday, January 14, 2014

Council Session

Item E-3

Public Hearing on Request from G.E. Enterprises Trust, Gerald Sweley, Co-Trustee on behalf of Viaero Wireless for a Conditional Use Permit for a Wireless Communication Tower located ½ Mile East of Gunbarrel Road and North of A Road (Merrick County)

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig Lewis, Building Department Director

Meeting: January 14, 2014

Subject: Request of Chris Riha, Representing Viaero Wireless for Approval of a Conditional Use Permit to Construct a Telecommunication Tower at 149 A Road, Merrick Co.

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

Presenter(s): Craig Lewis, Building Department Director

Background

This is a request to allow for the construction of a 110 foot lattice telecommunication tower at 149 A Rd. Merrick County to facilitate their cellular service area. The property is currently zoned AG-2, Secondary Agricultural Zone. The Grand Island Zoning Code requires that all telecommunication towers receive the approval of City Council in the form of a conditional use permit prior to construction.

The intent of the tower and telecommunication facilities and antenna regulations are to protect residential areas and land uses from the potential adverse impact of the installation of towers and antennas through careful design, siting, and camouflaging, to promote and encourage shared use/collocation of towers, and to ensure that towers and antennas are compatible with the surrounding land uses.

Discussion

The City code specifies eight items to be submitted with the application for a tower development permit, all of those items have been submitted, with the exception of 1). the engineering of the tower and foundation design, and 2). a building permit application for the proposed tower. It appears reasonable to delay the submittal of these two items until after the City Council has approved the location. At the time of a request for a building permit then the engineering for the construction needs to be submitted before a building permit would be issued.

Information attesting to a diligent effort to collocate with any towers within a one mile radius has been submitted by the applicant. There is one tower identified within the one

mile radius of the proposed site, at 440 2nd Road, Merrick County. This tower has been determined by the applicant as impractical for collocation.

The proposed site is within the airport approach zone and a letter from the Federal Aviation Administration dated December 2, 2013 has been submitted along with the application stating the proposal does not exceed obstruction standards and would not be a hazard to air navigation. The letter further states that based on the evaluation, marking and lighting are not necessary for aviation safety.

Landscaping of the site is not required as landscape regulations are not applicable within the AG-2 zoning classification.

Alternatives

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

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

Recommendation

City Staff recommends that the Council approve the request for a conditional use permit to construct this telecommunication tower, finding that the request does promote the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Sample Motion

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



Non-Refundable Fee: \$1,000.00
Return by: _____
Council Action on: _____

Conditional Use Permit Application

pc: Building, Legal, Utilities
Planning, Public Works

1. The specific use/construction requested is: Wireless Communication Tower for VIAERO WIRELESS.

2. The owner(s) of the described property is/are: Land: G.E. ENTERPRISES TRUST
**See Enclosed 5-Page Option Agreement For Permanent Easement - EXHIBIT A.* Tower & Misc. Improvements: VIAERO WIRELESS

3. The legal description of the property is: Pt. SE $\frac{1}{4}$ SW $\frac{1}{4}$ 7-11N-8W of the 6th P.M.,
**See Enclosed Survey - EXHIBIT B.* Merrick County, Nebraska.

4. The address of the property is: East of 135 A Road, Grand Island, NE 68801
**See Enclosed Address of Property Map - EXHIBIT C.*

5. The zoning classification of the property is: Agricultural (AG-2)
**See Enclosed Zoning District Map - EXHIBIT D.* Livestock

6. Existing improvements on the property is: N/A - Cool/Warm Season Grasses for/Grazing.
**See Enclosed (4) Tower Site Pictures - EXHIBIT E1. & EXHIBIT E2.*

7. The duration of the proposed use is: Unknown

8. Plans for construction of permanent facility is: 2014

9. The character of the immediate neighborhood is: Agriculture
**See Enclosed (4) Tower Site Pictures - EXHIBIT E1 & EXHIBIT E2.*

10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
**See Enclosed 200-FT Radius Map - EXHIBIT F1 & Property Owners within 200 Feet - EXHIBIT F2.*

11. Explanation of request: VIAERO WIRELESS is proposing to construct a 110-FT Self-Support Lattice Tower with accompanying Improvements to help improve their Frequency Strength on the East Side of Grand Island & surrounding County Townships.

**See Enclosed Colored Photo Simulation from "A" Road - EXHIBIT G.*
**See Enclosed Supporting Material for Justification of Site - EXHIBITS H1 & H2.*

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

Gerald Sweley Co-Trustee, Land: G.E. ENTERPRISES TRUST, Gerald Sweley, Co-Trustee.

12/30/13

Date

Tower & Misc. Improvements: MOUNTAIN TOWER & LAND, LLC, Owners(s) (d/b/a VIAERO WIRELESS)

Chris R. Rida Site Acquisition Specialist for VIAERO WIRELESS.
(Sweley) 308-382-0381 (Sweley) 127 A. Road, Grand Island, NE 68801.

Phone Number

Address

(VIAERO WIRELESS) 970-867-6767 (VIAERO WIRELESS) 1224 W. Platte Avenue, Fort Morgan, CO 80701

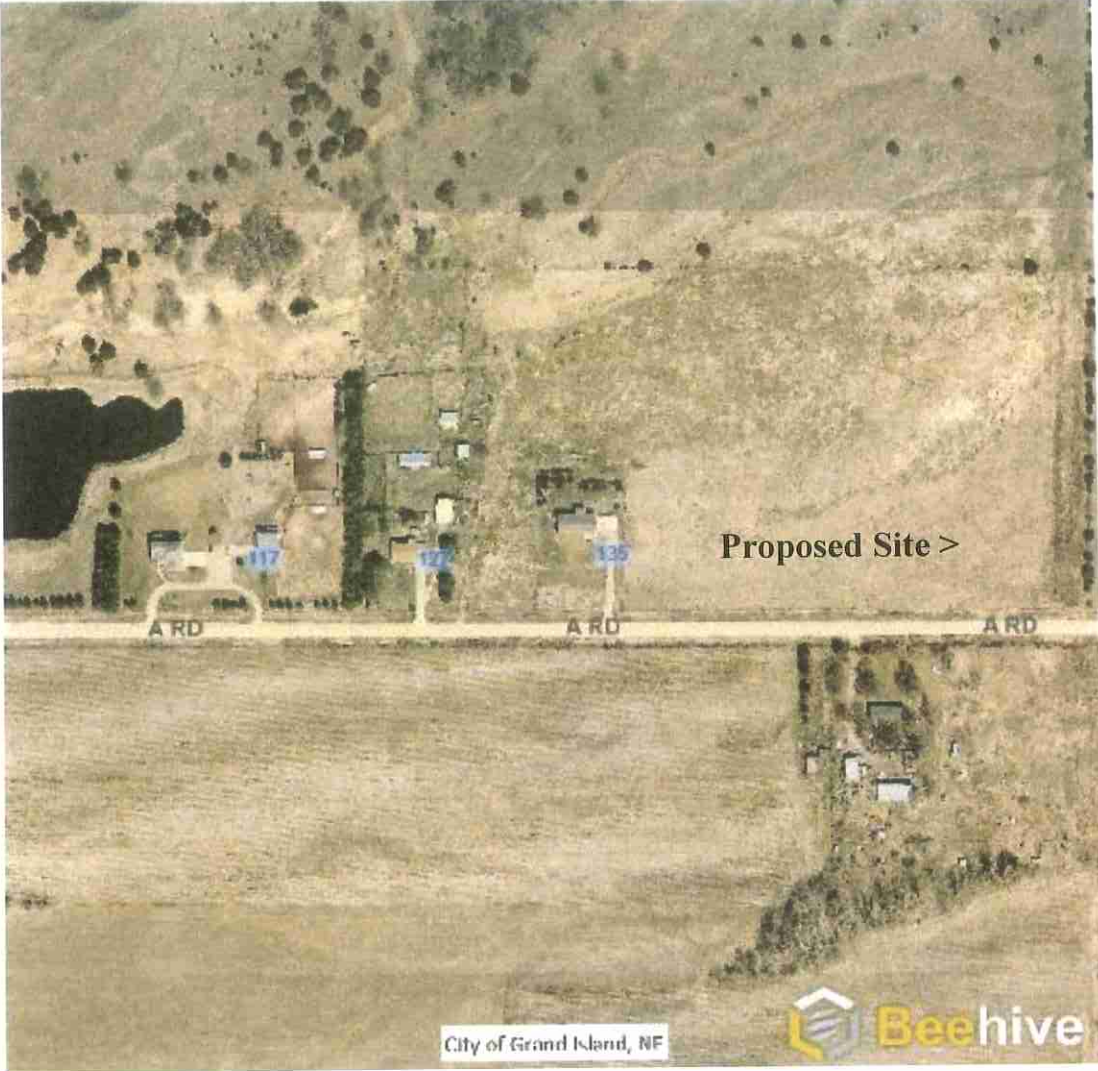
City

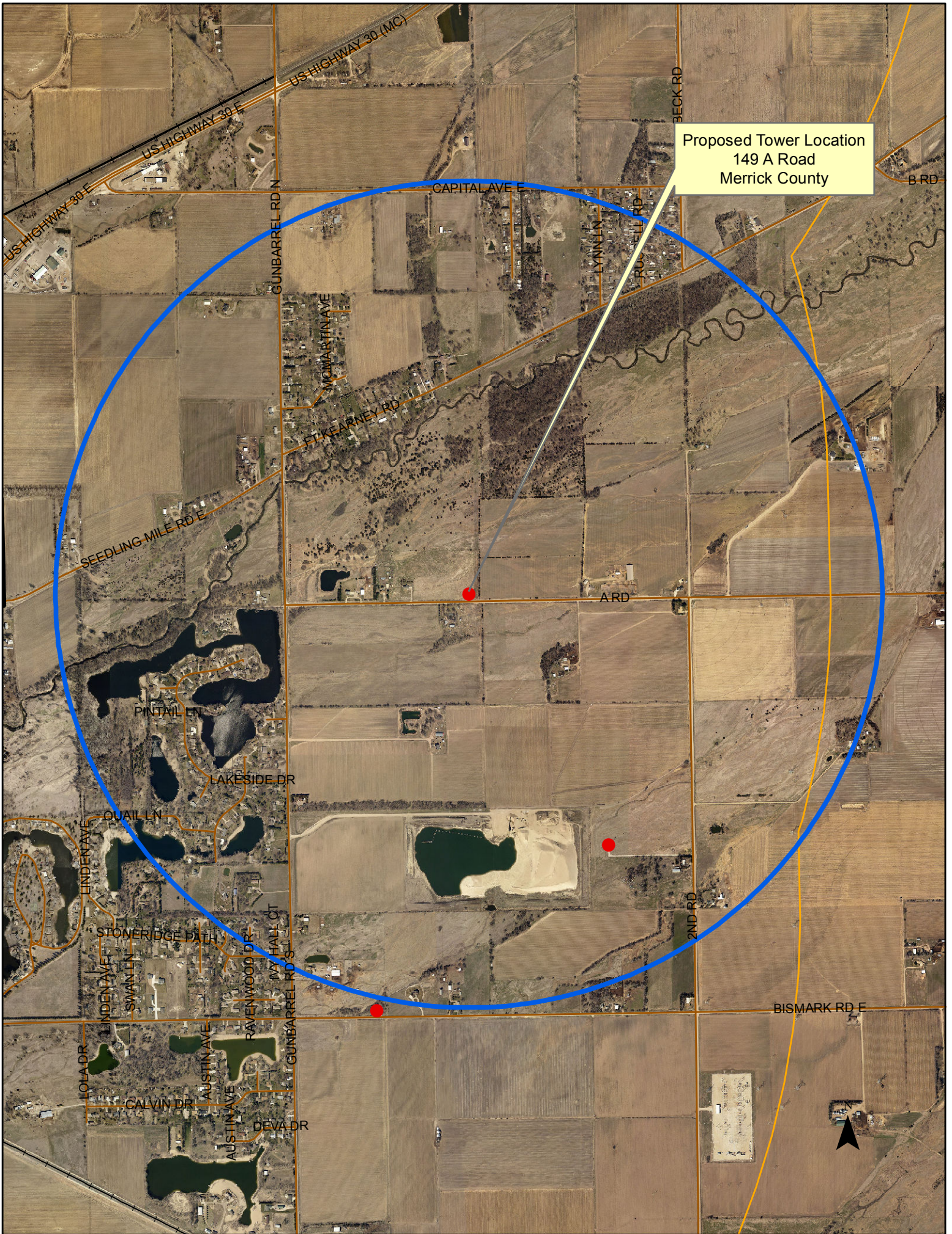
State

Zip

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

Address of Property





Proposed Tower Location
149 A Road
Merrick County



City of Grand Island

Tuesday, January 14, 2014

Council Session

Item F-1

#9468 – Consideration of Request to Rezone Property Located at 815-823 Orleans Drive from RD Residential Development to RO Residential Office

This item relates to the aforementioned Public Hearing item E-1.

Staff Contact: Chad Nabity

ORDINANCE NO. 9468

An ordinance rezoning certain tracts of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land comprising all of Lots Thirty One (31) to Thirty Five (35) inclusive of Lafayette Park Subdivision in the City of Grand Island, Hall County, Nebraska, from RD-Residential Development Zone to RO-Residential Office Zone; directing such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; amending the provisions of Section 36-44; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on December 4, 2013, held a public hearing and made a recommendation on the proposed zoning of such area; and

WHEREAS, notice as required by Section 19-923, R.R.S. 1943, has been given to the Board of Education of School District No. 2 in Hall County, Nebraska; and

WHEREAS, after public hearing on January 14, 2014, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned and reclassified and changed from RD-Residential Development Zone to RO-Residential Office Zone:

all of Lots Thirty One (31) to Thirty Five (35) inclusive of Lafayette Park Subdivision in the City of Grand Island, Hall County, Nebraska,

SECTION 2. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-44 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

Approved as to Form	☐ _____
January 22, 2014	☐ City Attorney

ORDINANCE NO. 9468 (Cont.)

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

Enacted: January 14, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, January 14, 2014

Council Session

Item G-1

Approving Minutes of December 30, 2013 City Council Special Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL SPECIAL MEETING
December 30, 2013

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 December 30, 2013. Notice of the meeting was given in *The Grand Island Independent* on December 24, 2013.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following City Council members were present: Bob Niemann, Linna Dee Donaldson, Chuck Haase, Julie Hehnke, Mitch Nickerson, Peg Gilbert, John Gericke, Mike Paulick and Vaughn Minton. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, Treasurer and Finance Director Jaye Monter, City Attorney Robert Sivick, and City Engineer and Public Works Director John Collins.

PLEDGE OF ALLEGIANCE was said.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Drainage Easements in Pleasant View 14th Subdivision (Bosselman). Public Works Director John Collins reported that acquisition of drainage easements located in Pleasant View 14th Subdivision were needed in order to accommodate adequate drainage of the area. These easements would allow for the construction, operation, maintenance, extension, repair, replacement, and removal of utilities within the easements. Staff recommended approval. No public testimony was heard.

ORDINANCE:

City Attorney Bob Sivick explained the statutory requirements regarding suspending the rules for ordinances. He recommended council suspend the rules for these ordinances.

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

- #9463 – Consideration to Amend and Restate the City of Grand Island, Nebraska Police Officers’ Retirement System Plan and Trust
- #9464 – Consideration to Amend and Restate the City of Grand Island, Nebraska Firefighters’ Retirement System Plan and Trust

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 Haase seconded the motion. Upon roll call vote, all voted aye. Motion adopted.

Finance Director Jaye Monter reported these ordinances had been referred to this meeting from the December 17, 2013 Council meeting. In order to stay in compliance with all federal and state

retirement plan laws the City of Grand Island's Police Officers' and Firefighters' Retirement System Plan and Trust plans needed to be restated.

Motion by Haase, second by Nickerson to approve Ordinances #9463 and #9464.

City Clerk: Ordinances #9463 and #9464 on first reading. All those in favor of the passage of these ordinances on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinances #9463 and #9464 on second and final reading. All those in favor of the passage of these ordinances on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinances #9463 and #9464 are declared to be lawfully adopted upon publication as required by law.

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

Approving Minutes of December 17, 2013 City Council Regular Meeting.

Approving Appointment of Brent Lindner to the Downtown Business Improvement District 2013 Board.

#2013-412 – Approving Safety Glass Contract for the Utilities, Public Works and Parks Divisions for 2014 & 2015 with Heartland Optical of Lincoln, NE Dispensing Safety Glasses for Pearle Vision Center of Grand Island, NE.

#2013-413 – Approving the Certificate of Compliance with the Nebraska Department of Roads for Maintenance Agreement No. 12; Calendar Year 2013.

#2013-414 – Approving Acquisition of Drainage Easements in Pleasant View 14th Subdivision (Bosselman).

#2013-415 – Approving Public Highway At-Grade Crossing Maintenance & Use Agreement with Union Pacific Railroad Company for the North Road Crossing.

PAYMENT OF CLAIMS:

Motion by Gericke, second by Minton to approve the Claims for the period of December 18, 2013 through December 30, 2013, for a total amount of \$3,474,668.16. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 5:44 p.m.

Nicki Stoltenberg
Assistant to the City Administrator



City of Grand Island

Tuesday, January 14, 2014

Council Session

Item G-2

Approving Appointment of Vikki Deuel to the Community Development Advisory Board

Mayor Vavricek has submitted the appointment of Vikki Deuel to the Community Development Advisory Board. The appointment would become effective immediately upon approval by the City Council and would expire on July 31, 2016.

Staff Contact: Mayor Jay Vavricek



City of Grand Island

Tuesday, January 14, 2014

Council Session

Item G-3

#2014-1 - Approving State Bid Awards to Purchase Police Fleet Vehicles

Staff Contact: Steven Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: January 14, 2014

Subject: Vehicle Purchases

Item #'s: G-3

Presenter(s): Steven Lamken, Police Chief

Background

The Police Department has received pricing for the purchase of several fleet vehicles that were budgeted in the 2013/2014 year. The Department is purchasing six Ford Taurus Police Interceptors, two Ford Explorer Police Interceptors, two Ford Fusions and one Ford Transit Connect minivan. The total cost of the 11 vehicles is \$258,260 which is under the amount budgeted. All vehicle purchases are being made under State contract bids and are being purchased from Anderson Ford of Lincoln. State contract pricing cannot be transferred to Anderson Ford of Grand Island.

Discussion

The Police Department budgeted for several vehicles in the 2013/2014 budget to replace current fleet vehicles. All of the vehicles are being purchased under the State of Nebraska contract pricing system. Anderson Ford of Lincoln was awarded the State contract for the vehicles. The vehicles being requested are:

Six, 6, Ford Taurus All Wheel Drive Police Interceptors.

Replacing five Ford Crown Victoria patrol cars in the Patrol Fleet

Adding one patrol car in the Patrol Fleet based upon the increase in Patrol Division staff

State Contract # 13623.

Price Each - \$ 24,912.00

Total \$149,472.00

Two, 2, Ford Utility All Wheel Drive Police Interceptors

Replacing two Ford Crown Victoria Patrol Cars for the Police Service Dog Teams

State Contract # 13632

Price Each - \$ 26,925.00

Total \$ 53,850.00

Two, 2, Ford Fusion Sedans

Replacing two sedans in the fleet

State Contract # 13672
Price Each - \$ 16,257.00

Total \$ 32,514.00

One Ford Transit Connect Van
Replacing one Code Enforcement vehicle
State Contract # 13674
Price Each \$ 22,424.00

Total \$ 22,424.00

The total purchase cost of the eleven vehicles is \$258,260.00. The purchase price includes delivery of the vehicles to Grand Island. The cost of the eleven vehicles is under the Department's estimated cost of \$293,000. The vehicles being replaced will be sold at auction.

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 purchase of eleven vehicles under State contract to include six Ford Taurus Police Interceptor vehicles at a cost of \$24,912.00 each, two Ford Utility Police Interceptor vehicles at a cost of \$26,925.00 each, two Ford Fusion sedans at a cost of \$16,257.00 each and one Ford Transit Connect Van at a cost of \$22,424.00 from Anderson Ford of Lincoln.

Sample Motion

Move to approve the purchase of eleven vehicles under State contract to include six Ford Taurus Police Interceptor vehicles at a cost of \$24,912.00 each, two Ford Utility Police Interceptor vehicles at a cost of \$26,925.00 each, two Ford Fusion sedans at a cost of \$16,257.00 each and one Ford Transit Connect Van at a cost of \$22,424.00 from Anderson Ford of Lincoln.



December 17th, 2013

Sergeant Danny Dubbs, #319

111 Public Safety Drive

Grand Island, NE 68801

Pho: 308.385.5400 ext 2230

Fax:308.385.5410

Cell:308.391-3199

Email: ddubbs@gipolice.org

1. State contract #13623—Total price: \$149,472
 - 6 Police Sedans
 - White exterior/black interior
 - Center hub-covers
 - Delivered to Grand Island
 - Price includes all items in previous quote

2. State Contract #13632—Total price: \$53,850
 - 2 Police utility vehicles
 - White Exterior/black interior
 - Center hub-covers
 - Delivered to Grand Island
 - Price includes all items in previous quote

3. State Contract #13672—Total price: \$32,514
 - 2 Ford Fusions
 - 1 sterling gray and 1 sunset
 - Stone interior
 - Delivered to Grand Island

4. State Contract #13674—Total Price: \$22,424
- 1 Ford Transit
 - White exterior/cloth interior
 - Delivered to Grand Island
 - Price includes all items in previous quote

Total price for all 11 vehicles: \$258,260

****Vehicles will be ordered once a purchase order is received****
Bobby Colclasure

Bobby Colclasure

*Anderson Auto Group
Commercial & Fleet Director
2500 Wildcat Dr
Lincoln, NE 68521
Work-402-323-4013
Cell-402-617-4521
Fax-402-458-9805
bobbyc@andersonautogroup.com
www.andersonautogroup.com*

Because People Matter...we will serve your needs by always doing what is right

Because People Matter...

We will serve your needs by always doing what is right.



LINCOLN NORTH

2500 Wildcat Drive
Lincoln, NE 68521
402 458 9800

LINCOLN SOUTH

3201 Yankee Hill Road
Lincoln, NE 68512
402 464 0661
(Opening Fall 2011)

GRAND ISLAND

120 Diers Avenue
Grand Island, NE 68803
308 384 1700

ST. JOSEPH

2207 North Belt Highway
St. Joseph, MO 64506
816 383 8000

Sergeant Danny Dubbs, #319

111 Public Safety Drive

Grand Island, NE 68801

Pho: [308.385.5400](tel:308.385.5400) ext 2230

Fax: [308.385.5410](tel:308.385.5410)

Cell: [308.391-3199](tel:308.391-3199)

Email: ddubbs@gipolice.org

State Contract # 13623

- Line 1 base price: \$26,096
- Line 4 cloth front/cloth rear—standard
- Line 9 courtesy lamp inoperable—standard
- Line 11 floor carpet—standard
- Line 14 driver side spotlight—standard
- Line 19 deduct for no led's in push bumper--(-\$109)
- Line 20 deduct for no led's in rear license--(-\$109)
- Line 21 wig-wag—standard
- Line 22 deduct for no rear trunk tray--(-\$200)
- Line 23 siren speaker—standard
- Line 24 deduct for no push bumper--(-\$289)
- Line 25 rear deck led—standard
- Line 26 deduct for no extra antenna--(-\$24)
- Line 27 deduct for no extra antenna--(-\$24)
- Line 28 deduct for no blue tree antenna--(-\$79)
- Line 29 deduct for no auxilliary battery--(-\$450)

Total state price: \$24,812

Bobby Colclasure

Anderson Auto Group

Commercial & Fleet Director

2500 Wildcat Dr

Lincoln, NE 68521

Work-402-323-4013

Cell-402-617-4521

Fax-402-458-9805

bobbyc@andersonautogroup.com

Sergeant Danny Dubbs, #319

111 Public Safety Drive

Grand Island, NE 68801

Pho: [308.385.5400](tel:308.385.5400) ext 2230

Fax: [308.385.5410](tel:308.385.5410)

Cell: [308.391-3199](tel:308.391-3199)

Email: ddubbs@gipolice.org

State Contract # 13632

- Line 1 base price: \$27,514
- Line 4 cloth front/cloth rear—standard
- Line 7 courtesy lamp inoperable--standard
- Line 9 all wheel drive—standard
- Line 11 deep tint glass--\$395
- Line 12 driver side spotlight—standard
- Line 18 deduct for no led's in push bumper--(-\$109)
- Line 19 deduct for no led's in rear license--(-\$109)
- Line 20 100 watt siren speaker--standard
- Line 21 deduct for no push bumper--(-\$289)
- Line 22 deduct for no extra antenna--(-\$24)
- Line 23 deduct for no extra antenna--(-\$24)
- Line 24 deduct for no blue tree antenna--(-\$79)
- Line 25 deduct for no auxilliary battery--(-\$450)

Total state price: \$26,825

Bobby Colclasure

Anderson Auto Group

Commercial & Fleet Director

2500 Wildcat Dr

Lincoln, NE 68521

Work-402-323-4013

Cell-402-617-4521

Fax-402-458-9805

bobbyc@andersonautogroup.com

Sergeant Danny Dubbs, #319

111 Public Safety Drive

Grand Island, NE 68801

Pho: [308.385.5400](tel:308.385.5400) ext 2230

Fax: [308.385.5410](tel:308.385.5410)

Cell: [308.391-3199](tel:308.391-3199)

Email: ddubbs@gipolice.org

State Contract # 13672

- Line 1 base price: \$16,157
- Fusion s package
- 2.5 L 4 cyliner automatic
- 1 sterling gray and 1 sunset

Total state price: \$16,157 each

State contract #13674

- Line 1 base price: \$21,829
- Transit connect S7E
- 2.5L 4 cylinder automatic
- Line 5 full crash screen: \$495

Total state price: \$22,324

Bobby Colclasure

Anderson Auto Group

Commercial & Fleet Director

2500 Wildcat Dr

Lincoln, NE 68521

Work-402-323-4013

Cell-402-617-4521

Fax-402-458-9805

bobbyc@andersonautogroup.com

RESOLUTION 2014-1

WHEREAS, the Police Department budgeted for the purchase of new vehicles for the Police fleet in the 2013/2014 budget; and

WHEREAS, Anderson Ford of Lincoln is awarded the State of Nebraska contract for Ford Police Interceptor sedans, Ford Police Interceptor SUVs, Ford Fusion sedans and the Ford Transit van; and

WHEREAS, the Police Department desires to purchase eleven vehicles under State contract to include six Ford Taurus Police Interceptor vehicles at a cost of \$24,912.00 each, two Ford Utility Police Interceptor vehicles at a cost of \$26,925.00 each, two Ford Fusion sedans at a cost of \$16,257.00 each and one Ford Transit Connect Van at a cost of \$22,424.00 from Anderson Ford of Lincoln; and

WHEREAS, the total cost of the eleven vehicles is \$258,260.00 which is under the estimated cost of the vehicles.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, approve the purchase of eleven vehicles under State contract to include six Ford Taurus Police Interceptor vehicles at a cost of \$24,912.00 each, two Ford Utility Police Interceptor vehicles at a cost of \$26,925.00 each, two Ford Fusion sedans at a cost of \$16,257.00 each and one Ford Transit Connect Van at a cost of \$22,424.00 from Anderson Ford of Lincoln.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 14, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 22, 2014	☐ City Attorney



City of Grand Island

Tuesday, January 14, 2014

Council Session

Item G-4

#2014-2 - Approving 2013 State Bid Award for (1) 2013 Chevrolet Silverado 2500HD 4x4 Extended Cab Pickup for the Wastewater Division of the Public Works Department

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

Council Agenda Memo

From: Marvin Strong PE, Wastewater Plant Engineer

Meeting: January 14, 2014

Subject: Approving 2013 State Bid Award for (1) 2013 Chevrolet Silverado 2500HD 4x4 Extended Cab Pickup for the Wastewater Division of the Public Works Department

Item #'s: G-4

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

Background

The Wastewater Division of the Public Works Department budgeted for a pickup to be used in the daily operations of lift station maintenance. The approved FY 2014 Wastewater Division budget includes \$40,000.00 for this purchase.

Discussion

The vehicle specifications awarded under State of Nebraska Contract #13404 OC meet all of the requirements for the Wastewater Division vehicle. Husker Auto Group of Lincoln, Nebraska submitted a bid in the amount of \$30,384.00. There are sufficient funds for this purchase in Account No. 53030054-85625. This pickup will replace a 2002 Chevrolet pickup with 121,000 miles (pictured below), which will be sold at auction.



Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council approve the State Bid Award to Husker Auto Group of Lincoln, Nebraska in the amount of \$30,384.00 for the 2013 Chevrolet Silverado 2500 HD 4x4 Extended Cab Pickup for the Wastewater Division of the Public Works Department.

Sample Motion

Move to approve the resolution.

RESOLUTION 2014-2

WHEREAS, the Wastewater Division of the Public Works Department of the City of Grand Island budgeted for a vehicle in the 2013/2014 fiscal year; and

WHEREAS, said vehicle, a 2013 Chevrolet Silverado 2500HD 4x4 Extended Cab Pickup, can be obtained from the 2013 State Contract Holder; and

WHEREAS, purchasing the vehicle from the 2013 State Contract Holder meets all statutory bidding requirements; and

WHEREAS, the funding for such vehicle is provided in the 2013/2014 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of a 2013 Chevrolet Silverado 2500HD 4x4 Extended Cab Pickup in the amount of \$30,384.00 from the 2013 State Contract Holder, Husker Auto Group of Lincoln, Nebraska, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 14, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 22, 2014	☐ City Attorney



City of Grand Island

Tuesday, January 14, 2014

Council Session

Item G-5

**#2014-3 - Approving Bid Award for One (1) 2014 Model 90,000
GVW Conventional Truck-Tractor for the Solid Waste Division**

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

Council Agenda Memo

From: Jeff Wattier, Solid Waste Superintendent

Meeting: January 14, 2014

Subject: Approving Bid Award for One (1) 2014 Model 90,000 GVW Conventional Truck-Tractor for the Solid Waste Division

Item #'s: G-5

Presenter(s): John Collins, P.E., Public Works Director

Background

On November 20, 2013 the Solid Waste Division of the Public Works Department advertised the request for bids for a 2014 Model 90,000 GVW Conventional Truck-Tractor. Funds for the truck-tractor are in the approved 2013/2014 budget.

Discussion

Ten (10) bids were received and opened on December 11, 2013. The Solid Waste Division of the Public Works Department and the Purchasing Division reviewed the bids that were received. The alternate bid #1 truck-tractor bid by Nebraska Truck Center of Grand Island, NE meets all of the specifications. This truck-tractor is a front-line piece of equipment that is utilized on a daily basis for hauling solid waste from the Transfer Station to the Landfill for disposal.

Bidder	Base Price	Trade-In	Net Cost
Nebraska Truck Center of Grand Island, NE	\$99,600	\$30,000	\$69,600
Nebraska Truck Center of Grand Island, NE (Alternate Bid #1)*	\$101,500	\$30,000	\$71,500
Nebraska Truck Center of Grand Island, NE (Alternate Bid #2)	\$101,500	\$30,000	\$71,500
NMC, Inc. of Doniphan, NE	\$114,066.04	\$37,500	\$76,566.04
NMC, Inc. of Doniphan, NE (Alternate Bid #1)	\$112,705.18	\$37,500	\$75,205.18
Peterbilt of Norfolk, NE	\$108,164	\$30,000	\$78,164
Hansen International of Grand Island, NE	\$103,300	\$20,000	\$83,300
Nebraska Truck & Equipment of Lincoln, NE	\$108,300.79	\$25,000	\$83,300.79
Nebraska Peterbilt of Grand Island, NE	\$104,850	\$15,000	\$89,850
Volvo Trucks of Omaha, NE	\$105,300	\$10,000	\$95,300

*Alternate bid #1 from Nebraska Truck Center simply includes larger cab dimensions which provide 4” of additional knee/leg room for the driver.

This 2014 model truck-tractor will replace the 2006 model truck-tractor (pictured below) that is being traded in as part of this net purchase price. The 2006 model truck tractor currently has approximately 7,500 operating hours and approximately 192,000 miles on it.



Public Works Department staff is recommending the purchase of the alternate bid #1 by Nebraska Truck Center of Grand Island, NE. The additional knee/leg room provided in the alternate bid will better accommodate the taller Solid Waste Division equipment operators during the daily operations of this truck-tractor.

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 purchase of the alternate bid #1 for the 2014 Model 90,000 GVW Conventional Truck-Tractor from Nebraska Truck Center of Grand Island, NE for the net amount of \$71,500.00.

Sample Motion

Move to approve the purchase of the alternate bid #1 for the 2014 Model 90,000 GVW Conventional Truck-Tractor from Nebraska Truck Center of Grand Island, NE for the net amount of \$71,500.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: December 11, 2013 at 2:00 p.m.
FOR: 2014 Model 90,000 GVW Conventional Truck-Tractor
DEPARTMENT: Public Works
ESTIMATE: \$115,000.00
FUND/ACCOUNT: 50530040-85625
PUBLICATION DATE: November 21, 2013
NO. POTENTIAL BIDDERS: 6

SUMMARY

Bidder:	<u>Volvo Trucks of Omaha</u> Omaha, NE	<u>Peterbilt of Norfolk</u> Norfolk, NE
Bid Security:	Western Surety Company	Cashier's Check
Exceptions:	Noted	Noted
Make:	Volvo	Peterbilt 567
Base Price:	\$105,300.00	\$108,164.00
Trade-In:	<u>\$ 10,000.00</u>	<u>\$ 30,000.00</u>
Total Bid:	<u>\$ 95,300.00</u>	<u>\$ 78,164.00</u>
Delivery Date:	3/1/14	3/15/14
Bidder:	<u>NMC, Inc.</u> Doniphan, NE	<u>NMC, Inc.</u> Doniphan, NE
Bid Security:	Travelers Casualty & Surety Co.	Travelers Casualty & Surety Co.
Exceptions:	Noted	Noted
Make:	Cat	Cat
Base Price:	\$114,066.04	\$112,705.18
Trade-In:	<u>\$ 37,500.00</u>	<u>\$ 37,500.00</u>
Total Bid:	<u>\$ 76,566.04</u>	<u>\$ 75,205.18</u>
Delivery Date:	7 weeks	14 weeks

Bidder:	<u>Nebraska Truck Center, Inc.</u>			<u>Nebraska Peterbilt</u>
	Grand Island, NE			Grand Island, NE
Bid Security:	Universal Surety Company			Cashier's Check
Exceptions:	Noted			Noted
Make:	Freightliner	Freightliner	Western Star	\$104,850.00
Base Price:	\$99,600.00	\$101,500.00	\$101,500.00	\$ 15,000.00
Trade-In:	<u>\$30,000.00</u>	<u>\$ 30,000.00</u>	<u>\$ 30,000.00</u>	<u>\$ 89,850.00</u>
Total Bid:	\$69,600.00	\$ 71,500.00	\$ 71,500.00	
Delivery Date:	90 days	90 days	90 days	60 days

Bidder:	<u>Hansen International Truck, Inc.</u>		<u>Nebraska Truck & Equip. Co., Inc.</u>
	Grand Island, NE		Lincoln, NE
Bid Security:	Cashier's Check		Inland Insurance Company
Exceptions:	Noted		Noted
Make	International		Mack
Base Price:	\$103,300.00		\$108,300.79
Trade-In:	<u>\$ 20,000.00</u>		<u>\$ 25,000.00</u>
Total Bid:	\$ 83,300.00		\$ 83,300.79
Delivery Date:	75 – 90 days		120 days

cc: John Collins, Public Works Director
Mary Lou Brown, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Jaye Monter, Finance Director
Jeff Wattier, Solid Waste Supt.

P1693

RESOLUTION 2014-3

WHEREAS, the City of Grand Island invited sealed bids for one (1) 2014 Model 90,000 GVW Conventional Truck-Tractor for the Solid Waste Division of the Public Works Department, according to specifications on file with the Public Works Department; and

WHEREAS, on December 11, 2013 bids were received, opened and reviewed;
and

WHEREAS, Nebraska Truck Center of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, such bid being in the amount of \$71,500.00; and

WHEREAS, Nebraska Truck Center's bid is fair and reasonable for such item.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Nebraska Truck Center of Grand Island, Nebraska in the amount of \$71,500.00 for one (1) 2014 Model 90,000 GVW Conventional Truck-Tractor is hereby approved as the lowest responsive and responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 14, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 22, 2014	☐ City Attorney



City of Grand Island

Tuesday, January 14, 2014

Council Session

Item G-6

#2014-4 - Approving Bid Award for One (1) 2014 Solid Waste Transfer Trailer (Solid Waste Division)

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

Council Agenda Memo

From: Jeff Wattier, Solid Waste Superintendent

Meeting: January 14, 2014

Subject: Approving Bid Award for One (1) 2014 Solid Waste Transfer Trailer (Solid Waste Division)

Item #'s: G-6

Presenter(s): John Collins, P.E., Public Works Director

Background

On December 2, 2013 the Solid Waste Division of the Public Works Department advertised for a 2014 Model Solid Waste Transfer Trailer. There were nine (9) potential bidders for this piece of equipment. Funds for the transfer trailer are in the approved 2013/2014 budget.

Discussion

One (1) bid was received and opened on December 19, 2013. The Solid Waste Division of the Public Works Department and the Purchasing Division reviewed the bid that was received. The transfer trailer bid by Wilkens Industries of Morris, MN meets all of the specifications. This transfer trailer is a front-line piece of equipment that is utilized on a daily basis for hauling solid waste from the Transfer Station to the Landfill for disposal.

This transfer trailer will replace the 2006 model transfer trailer that is being traded in with this purchase. The 2006 model year transfer trailer that is being traded is eight years old and is in need of new tires, hydraulic hoses and lines, brakes, and several other repairs due to years of severe use in Transfer Station and Landfill operations. A picture of the 2006 model transfer trailer to be traded in is below.



Bidder	Base Price	Trade-In	Net Cost
Wilkens Industries of Morris, MN	\$73,388	\$19,698	\$53,690

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 purchase of the solid waste transfer trailer from Wilkens Industries of Morris, MN for the net cost of \$53,690.

Sample Motion

Move to approve the purchase of the solid waste transfer trailer from Wilkens Industries of Morris, MN for the net cost of \$53,690.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: December 19, 2013 at 2:15 p.m.
FOR: (1) 2014 Solid Waste Transfer Trailer
DEPARTMENT: Public Works
ESTIMATE: \$80,000.00
FUND/ACCOUNT: 50530040-85625
PUBLICATION DATE: December 6, 2013
NO. POTENTIAL BIDDERS: 9

SUMMARY

Bidder: Wilkens Industries, Inc.
Morris, MN
Bid Security: Cashier's Check
Exceptions: None

Bid Price: \$73,388.00
Trade-In: \$19,698.00
Total Bid: \$53,690.00

Delivery Date: 90-120 days

cc: John Collins, Public Works Director
Mary Lou Brown, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Jaye Monter, Finance Director
Jeff Wattier, Solid Waste Supt.

P1697

RESOLUTION 2014-4

WHEREAS, the City of Grand Island invited sealed bids for one (1) 2014 Model Solid Waste Transfer Trailer for the Solid Waste Division of the Public Works Department, according to specifications on file with the Public Works Department; and

WHEREAS, on December 19, 2013 bids were received, opened and reviewed; and

WHEREAS, Wilkens Industries of Morris, Minnesota submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, such bid being in the net amount of \$53,690.00; and

WHEREAS, Wilkens Industries' bid is fair and reasonable for such item.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Wilkens Industries of Morris, Minnesota in the net amount of \$53,690.00 for one (1) 2014 Model Solid Waste Transfer Trailer is hereby approved as the lowest responsive and responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 14, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 22, 20142	☐ City Attorney



City of Grand Island

Tuesday, January 14, 2014

Council Session

Item G-7

#2014-5 - Approving Purchase of Cooling Tower Chemicals for Platte Generating Station

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting Date: January 14, 2014

Subject: Purchase of Cooling Tower Chemicals

Item #'s: G-7

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

Background

The Platte Generating Station utilizes a cooling tower, condenser and circulating piping as part of the plant's cooling water system. The system cooling water impurities are concentrated through an evaporative cooling process and requires chemical treatment to prevent scaling, corrosion, fouling, and microbiological contamination, therefore, the plant staff developed specifications for the purchase of the chemicals used for treatment of the water.

Discussion

The specifications for the Purchase of Cooling Tower Chemicals were advertised and issued for bid in accordance with the City purchasing code. The specifications require a firm unit price for the product to maintain the guaranteed dose rate. Bids were publicly opened on December 19, 2013 at 2:00 p.m. Specifications were sent to nine potential bidders and responses were received as listed below. The engineer's estimate for this project was \$120,000.00.

Bidder	Bid Price
Veolia Water Solutions and Technologies, Vandalia, OH	\$ 95,216.00
WaterLink, Inc., Omaha, NE	\$ 95,602.36

Plant staff reviewed the bids for compliance with the City's detailed specifications and were evaluated based upon the total cooling inhibitor cost for an annual average water treatment. The products proposed by the suppliers are similar in chemical composition with another product successfully used in the past. Based on using the same dosage rates, Veolia Water Solutions and Technologies is compliant with specifications and less than the engineer's estimate.

Alternatives

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

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

Recommendation

City Administration recommends that the purchase of cooling tower chemicals be awarded to Veolia Water Solutions and Technologies from Vandalia, Ohio, as the low responsive bidder, for a not-to-exceed price of \$.93 per pound of solution; an annual estimate of \$95,216.00. The actual annual amount will depend on City water usage.

Sample Motion

Move to approve award for the purchase of cooling tower chemicals in the amount of \$.93 per pound of solution, be awarded to Veolia Water Solutions and Technologies from Vandalia, Ohio.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: December 19, 2013 at 2:00 p.m.
FOR: Purchase of Cooling Tower Chemicals
DEPARTMENT: Utilities
ESTIMATE: \$120,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: December 4, 2013
NO. POTENTIAL BIDDERS: 9

SUMMARY

Bidder:	<u>Veolia Water Solutions & Tech.</u> Overland Park, KS	<u>WaterLink, Inc.</u> Omaha, NE
Bid Security:	American Home Assurance Co.	Cashier's Check
Exceptions:	None	None
Bid Price:	\$.93	\$1.50
Cooling Inhibitor:	\$95,216.00	\$95, 602.36

cc: Tim Luchsinger, Utilities Director
Mary Lou Brown, City Administrator
Stacy Nonhof, Purchasing Agent
Emily Muth, Utilities Dept.

Bob Smith, Assist. Utilities Director
Jaye Monter, Finance Director
Pat Gericke, Utilities Admin. Assist.
Karen Nagel, Utilities Secretary

P1696

RESOLUTION 2014-5

WHEREAS, the City of Grand Island invited sealed bids for the purchase of Cooling Tower Chemicals for the Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on December 19, 2013, bids were received, opened and reviewed; and

WHEREAS, Veolia Water Solutions and Technologies of Vandalia, Ohio, 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 a not to exceed price of \$.93 per pound of solution, an annual estimate of \$95,216.00, depending on City water usage; and

WHEREAS, the bid of Veolia Water Solutions and Technologies, is less than the estimate for Cooling Tower Chemicals for the Platte Generating Station.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Veolia Water Solutions and Technologies, in the amount of \$0.93 per pound of solution , for Cooling Tower Chemicals is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 14, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 22, 2014	☐ City Attorney



City of Grand Island

Tuesday, January 14, 2014

Council Session

Item G-8

#2014-6 - Approving License Agreement between the City of Grand Island and Hamilton Long Distance dba Hamilton Telecommunications

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
Stacy Nonhof, Assistant City Attorney

Meeting: January 14, 2014

Subject: License Agreement with Hamilton Long Distance dba
Hamilton Telecommunications, for Power Pole
Attachments

Item #'s: G-8

Presenter(s): Tim Luchsinger, Utilities Director

Background

Hamilton Telecommunications is a telecommunications company that wishes to attach fiber optic cables to City owned utility poles.

Discussion

A License Agreement is the form used in the past to allow cables owned by others to be placed on City utility poles. Charter, Unite Private Networks (UPN), CenturyLink, and NebraskaLink, LLC are currently attached to utility poles in the City.

The National Electric Safety Code (Code) prescribes the methods and clearances required for installation of multiple wire strand utility company facilities and equipment on power poles. The proposed agreement includes requirements to meet the Code specifications for clearances between utility facilities, which will require some work by the Utilities Department and the other utilities currently using the poles.

The proposed contract requires Hamilton Telecommunications to pay for any “make ready” work that is required to provide the needed space on the pole to allow them to attach in accordance with the Code. The proposed contract is essentially the same as the current Contracts with Charter Communications, CenturyLink, Unite Private Networks, and NebraskaLink, LLC. Hamilton Telecommunications will also pay the same \$4.00 per pole annual fee that is received from CenturyLink, Charter, Unite Private Networks, and NebraskaLink LLC.

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 License Agreement with Hamilton Long Distance dba Hamilton Telecommunications, and authorize the Mayor to sign the Agreement on behalf of the City.

Sample Motion

Move to approve the License Agreement between the City of Grand Island and Hamilton Long Distance, dba Hamilton Telecommunications, and authorize the Mayor to sign the agreement on behalf of the City of Grand Island.



License Agreement Between

The City Of Grand Island

&

Hamilton Long Distance
dba

Hamilton Telecommunications

LICENSE AGREEMENT

THIS AGREEMENT, made as of December 18, 2013, between the City of Grand Island, hereinafter called Licensor, and Hamilton Long Distance dba Hamilton Telecommunications, hereinafter called Licensee.

WITNESSETH

WHEREAS, Licensee provides communication and education services in the territory in which Licensor provides electric power.

WHEREAS, Licensor owns all poles to be used jointly by the parties.

WHEREAS, the parties wish to provide for Licensee's use of Licensor's utility poles.

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

As used in this Agreement:

(A) Licensor's "poles" means poles owned by Licensor and poles owned by third parties, to which Licensor is authorized to permit Licensee to attach its facilities.

(B) "Attachments" means messengers, guy strands, aerial wires, cables, amplifiers, associated power supply equipment and other transmission apparatus necessary for the proper operation of Licensee's telecommunications system.

ARTICLE II

SCOPE OF AGREEMENT

(A) Subject to the provisions of the Agreement, including the proper execution of APPENDIX 1 and 2, Licensor hereby issues to Licensee, for any lawful communication/educational purpose, revocable nonexclusive authorization for the attachment of Licensee's cables, equipment and facilities to Licensor's poles within the territory in which both parties now or hereafter operate.

(B) No use, however extended, of Licensor's poles or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in said poles, but Licensee's rights therein shall be and remain a mere license. Nothing herein contained shall be construed to compel Licensor to construct, retain, extend, place or maintain any facilities not needed for its own service requirements, nor to reconstruct, replace or substitute any facilities damaged, destroyed or discontinued.

(C) Licensee acknowledges that Licensor has heretofore entered into, and may in the future enter into, agreements and arrangements with third parties allowing the attachment of their facilities to the poles covered by this Agreement. Licensor agrees that no such agreement or arrangement will, in any way, diminish the scope of the license granted hereby or Licensee's rights hereunder.

(D) Licensee's attachment to poles belonging to a third party shall be subject to any restrictions in the Agreement between that third party and licensor authorizing the attachment.

ARTICLE III

FEES AND CHARGES

(A) Licensee shall pay to Licensor the fees and charges specified in and in accordance with the terms and conditions of APPENDIX 1.

(B) Nonpayment of any amount due under this Agreement shall constitute a default of this Agreement.

(C) At the expiration of One(1) year from the date of this Agreement and at the end of every one (1) year period thereafter, Licensor may adjust the fees and charges specified in APPENDIX 1 after notice made in writing to Licensee not later than sixty (60) days before the end of the one (1) year period or the end of any subsequent one (1) year period thereafter. Any such adjustment shall reflect only changes in Licensor's costs, determined in a manner consistent with the determination of the fees and charges specified in APPENDIX 1.

ARTICLE IV

SPECIFICATIONS

(A) Licensee's fiber, cable, equipment and facilities shall be placed and maintained in accordance with the requirements and specifications of APPENDIX 2. Licensors shall have the right, upon reasonable notice to Licensee, to make reasonable changes and amendments to APPENDIX 2. Unless different standards are specified herein, the provisions of the National Electrical Code and the National Electrical Safety Code, and any amendments thereto or replacements thereof, shall be applicable.

ARTICLE V

LEGAL AUTHORITY

(A) The parties shall at all times observe and comply with, and the provisions of this Agreement are subject to all laws, ordinances and regulations which in any manner affect the rights and obligations of the parties under this Agreement, so long as such laws, ordinances or regulations remain in effect.

ARTICLE VI

ISSUANCE OF LICENSES

(A) Upon execution of this Agreement, the parties will prepare a list indicating to which of the Licensor's poles Licensee's facilities are then attached; Licensee shall be deemed to have a license hereunder for attachment to all such poles. Before attaching to additional poles of Licensor, Licensee must make application for and receive license therefore in the form of Exhibit A, hereto.

(B) Licensor shall have the right at any time to issue reasonable rules and regulations concerning submission of applications and attachments to poles of Licensor, which rules and regulations shall be binding upon submission of a copy thereof to Licensee.

ARTICLE VII

POLE REPLACEMENTS, RESTRICTIONS AND REARRANGEMENTS

(A) In the event Licensor determines that the space on any pole to which Licensee wishes to make attachment is required for its exclusive use or that the pole may not reasonably be rearranged or replaced, Licensor may refuse attachment to that pole.

(B) In the event Licensor determines that any pole to which Licensee wishes to make attachments is inadequate or otherwise needs rearrangement of the existing facilities thereon to support or accommodate the additional facilities of Licensee in accordance with the specifications set forth in APPENDIX 2, Licensor will indicate on the application (Exhibit A) the changes necessary to provide adequate pole space and the estimated cost thereof to Licensee and return the application to Licensee. If Licensee wishes that such changes be made and returns the application marked to so indicate, Licensor will make such changes, including the replacement of inadequate poles, and Licensee shall pay Licensor in accordance with the terms of APPENDIX 1. Licensee shall also reimburse the owner or owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities to accommodate Licensee's attachments.

(C) Should Licensor need for its own service requirements the space occupied

by Licensee's attachments on any of Licensor's poles, Licensee will be notified that it shall either surrender its license for that pole and, at its own expense, vacate the space by removing its attachments, or it shall authorize Licensor to replace the pole at the expense of Licensee, in the same manner as stated in the preceding Paragraph (B) covering the replacement or rearrangement of poles when required to accommodate Licensee's attachments; or, if Licensor advises Licensee that Licensee's desired attachments can be accommodated on present poles of Licensor by rearranging Licensor's facilities thereon, Licensee shall authorize Licensor to make such arrangements at the expense of Licensee. Licensee shall also reimburse the owner or owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities to accommodate Licensee's attachments. Any strengthening of poles will be provided at the expense of Licensee in accordance with the specifications in APPENDIX 2.

(D) When Licensor receives multiple applications for attachment to any pole that must be replaced or rearranged to provide sufficient space, Licensor will, to the extent that it is practical to do so, prorate the common expenses of engineering, rearrangement and replacement, if any, among all the applicants. Licensee shall be bound by Licensor's determination as to any such proration of costs to Licensee.

(E) Whenever it is necessary for Licensor to make pole replacements or rearrangements in order to accommodate Licensee's cable, equipment and facilities, Licensor will endeavor to have such work performed as soon as is practicable upon consideration of Licensor's service requirements, but only after issuance of the license to, and acceptance of responsibility for costs by, Licensee.

(F) Licensee shall provide all anchors and guying necessary for its facilities. If the presence of Licensee's facilities on Licensor's poles make it necessary for Licensor to modify its existing guying or add new guying to its poles, then the cost of such modifications or additions shall be reimbursed by Licensee.

(G) When Licensor's facilities occupy space on a pole owned by a third party, Licensee shall reimburse Licensor for any expense incurred in transferring or rearranging its facilities thereon, if such transfer or rearrangement is the result of Licensee's use or proposed use of said pole.

ARTICLE VIII

CONSTRUCTION AND MAINTENANCE OF FACILITIES

(A) Licensee shall, at its own expense, make and maintain its pole attachments in a safe condition and in thorough repair, and in a manner reasonably acceptable to Licensor, and so as not to conflict with the use of Licensor's poles by Licensor or by other authorized users thereof, or interfere with other facilities thereon or which may from time to time be placed thereon. If reasonably necessary to satisfy any of the above conditions, Licensee shall, upon 30 days' notice from Licensor and at its own expense, relocate or replace its facilities on Licensor's poles, or transfer them to substituted poles, or perform any other work in connection with its facilities that may reasonably be required by Licensor; provided, however, that in cases of emergency, Licensor may arrange to relocate or replace the attachments placed on its poles by Licensee, transfer them to substituted poles or perform any other work in connection with Licensee's facilities that may be required in the maintenance, replacement, removal or relocation of Licensor's poles or of the facilities thereon, or which may be placed

thereon, or for the service needs of Licensor, and Licensee shall reimburse Licensor for the expense thereby incurred; provided further, however, that Licensee shall have no obligation to relocate, replace, or transfer its facilities solely to accommodate the service needs of any person other than Licensor, unless such person shall make arrangements, satisfactory to Licensee, to reimburse Licensee for such work.

(B) All tree trimming required on account of Licensee's attachments shall be done by Licensee at its sole risk and expense and in a manner satisfactory to Licensor. The parties may agree that Licensor shall conduct tree trimming and be reimbursed by Licensee.

ARTICLE IX

TERMINATION OF LICENSES

(A) Upon notice from Licensor to Licensee that the use of any pole is not authorized by Federal, State, County or Municipal authorities or private property owners, the license covering the use of such pole shall immediately terminate and shall be surrendered and Licensee shall remove its fiber, cables, equipment and facilities at once from the affected pole or poles at Licensee's expense.

(B) Licensee may at any time remove its facilities from any pole of Licensor, but shall immediately give Licensor written notice of such removal and surrender of License in the form of Exhibit B attached hereto and made a part hereof. If Licensee surrenders its license for a pole but fails to remove its facilities from that pole, Licensor shall have the right, upon reasonable notice, to remove Licensee's facilities at Licensee's expense and without any liability on the part of Licensor for damage or injury to Licensee's facilities. In the event that Licensee's fiber, cables, equipment and

facilities shall be removed from any pole as provided by this Article, no attachment shall again be made to such pole unless Licensee shall have first complied with all of the provisions of this Agreement as though no such attachment had previously been made.

(C) Licensors shall have the right, upon written notice, to terminate the license for a particular pole:

- (1) If, in Licensor's sole judgment, its service needs require full utilization of that pole; or
- (2) If changes in the physical facilities, space or location requirements or service requirements of Licensor render such poles inadequate to support the facilities of Licensee; provided, however, that in such event Licensee may request the substitution of suitable poles upon the same terms and conditions as would be applicable under ARTICLE VII.

ARTICLE X

INSPECTIONS OF LICENSEE'S INSTALLATIONS

(A) Licensor reserves the right to make periodic inspections of any part of the fiber, cable, equipment and facilities of Licensee on its poles, and Licensee shall reimburse Licensor for the expense of such inspections. Inspections will be made no more than once a year and only upon notice to Licensee unless, in Licensor's judgment, such inspections are required for reasons involving safety or are required because of Licensee's violation of the terms of this Agreement. The charge for the inspection shall be in accordance with the terms and conditions of APPENDIX 1. The making of such

inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.

(B) If any fiber, cable, equipment and facilities of Licensee shall be found on a pole for which no license is outstanding, Licensor, without prejudice to its other rights or remedies under this Agreement or otherwise, may (1) impose a charge, and (2) require Licensee to remove such fiber, cable, equipment and facilities forthwith or Licensor may remove them without liability and the expense of removal shall be borne by Licensee; provided, however, that if Licensee shall forthwith make application for a license in the form of Exhibit A hereto, Licensor will not require such removal unless necessary for Licensor's service requirements and, except in the case of an emergency, will not remove Licensee's facilities without first giving 30 days notice to Licensee. For the purpose of determining the charge, absent satisfactory evidence to the contrary, the unlicensed use shall be treated as having existed for a period of two (2) years prior to its discovery or for the period beginning with the date of this Agreement, whichever period shall be the shorter; and the fee, at the appropriate rate as shown in APPENDIX 1, for each year and for any portion of a year contained in such period, shall be due and payable forthwith. Any such fee imposed by Licensor shall be in addition to its rights to any other sums due and payable and to any claims or damages under this Agreement or otherwise. No act or failure to act by Licensor with regard to said fee or said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement or otherwise.

ARTICLE XI

LIABILITY AND DAMAGES

(A) Licensor shall exercise precaution to avoid damaging the communication/education fiber of the Licensee and shall make an immediate report to the Licensee of the occurrence of any such damage caused by its employees, agents or contractors. Licensor agrees to reimburse the Licensee for all reasonable costs incurred by the Licensee for the physical repair of such facilities damaged by the negligence of Licensor; provided, however, Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's communication/education fiber, or for any special, indirect, or consequential damages.

(B) Licensee shall exercise precaution to avoid damaging the facilities of Licensor and of others attached to poles or anchors, and shall make an immediate report to the owner of facilities so damaged; and Licensee assumes all responsibility for any and all direct loss and from such damage caused by Licensee's employees, agents or contractors.

(C) Licensee shall indemnify, protect and save harmless the Licensor from any and all damages and costs, including reasonable attorney fees, incurred by the Licensor as a result of acts by the Licensee, its employees, agents or contractors, including but not limited to the cost of relocating poles, anchors or guys resulting from a loss of right-of-way or property owner consents and/or the cost of defending those rights and/or consents.

(D) The Licensee shall indemnify, protect and save harmless the Licensor from any and all claims, demands, causes of actions and costs, including attorney fees, for damages to property and injury or death to persons, including but not limited to

payments under any Workmen's Compensation Law or under any plan for employee's disability and death benefits, which may arise out of or be caused by the erection, maintenance, presence, or use or removal of Licensee's facilities or by their proximity to the facilities of other parties attached to a pole or anchor, or by any act or omission of the Licensee's employees, agents or contractors on or in the vicinity of the Licensor's poles, anchors or guys.

(E) The Licensee shall indemnify, protect and save harmless the Licensor from any and all claims, demands, causes of action and costs, including attorney fees, which arise directly or indirectly from the construction and operation of Licensee's facilities, including but not limited to taxes, special charges by others and from and against all claims, demands and costs, including attorney fees, for infringement of patents with respect to the manufacture, use and operation of Licensee's facilities in combination with poles, anchors, guys or otherwise.

(F) Licensee shall promptly advise the Licensor of all claims relating to damage of property of injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, from the erection, maintenance, repair, replacement, presence, use or removal of the Licensee's facilities. Copies of all accident reports and statements made by the Licensee or others shall be furnished promptly to the Licensor.

ARTICLE XII

INSURANCE

(A) Licensee shall obtain and maintain insurance, including endorsements insuring the indemnification provisions of this Agreement, issued by an insurance carrier satisfactory to Licensor to protect the Licensor and joint user from and against all

claims, demands, causes of actions, judgments, costs, including attorney fees, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in this Agreement including ARTICLE XI preceding.

(B) The amount of such insurance:

<u>Insurance Coverage</u>	<u>Limits</u>
1. Worker's Compensation	Statutory
Employer's Liability:	
a. Bodily Injury by Accident	\$ 500,000 each accident
b. Bodily Injury by Disease	\$1,000,000 policy limit
c. Bodily Injury by Disease	\$ 500,000 each employee
2. Comprehensive Automobile	
a. Bodily Injury and Property Damage Combined Single Limit	\$1,000,000
3. Comprehensive General Liability	
a. Bodily Injury and Property Damage Combined	\$1,000,000 each person \$2,000,000 aggregate
(C) Licensee shall submit to Licensor certificates by each company insuring	

Licensee upon each new issuance or renewal to the effect that is has insured Licensee for all liabilities of Licensee covered by this Agreement and that it will not cancel or change any such policy of insurance issued to Licensee except after 60 days written notice to Licensor.

(D) All insurance required in accordance with (B) and (C) preceding must be effective before Licensor will authorize attachment to a pole and/or anchor, utilization of an anchor/guy strand or occupancy of a conduit system and shall remain in force until such Licensee's facilities have been removed from all such poles, anchors, or conduit systems. In the event that the Licensee shall fail to maintain the required insurance

coverage, Licensor may pay any premium thereon falling due, and the Licensee shall forthwith reimburse the Licensor for any such premium paid.

ARTICLE XIII

LICENSE NOT EXCLUSIVE

Nothing herein contained shall be construed as a grant of any exclusive license, right or privilege to Licensee. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any poles covered by this Agreement.

ARTICLE XIV

ASSIGNMENT OF RIGHTS

(A) Licensee shall not assign or transfer the privileges contained in this Agreement without the prior consent in writing of Licensor. Licensor shall not unreasonably withhold such consent.

(B) Subject to the provisions of Paragraph (A) hereof, this Agreement shall extend to and bind the successors and assigns of the parties hereto.

ARTICLE XV

TERMINATION OF AGREEMENT

(A) If licensee shall fail to comply with any of the terms or conditions of this Agreement or default in any of its obligations under this Agreement and shall fail within thirty (30) days after written notice from Licensor to correct such default or noncompliance, Licensor may, at its option, forthwith terminate this Agreement and all

licenses granted hereunder, or the licenses covering the poles as to which such default or noncompliance shall have occurred.

(B) Licensor shall have the right to terminate this entire Agreement or individual licenses granted hereunder, without notice

- (1) If the Licensee's facilities are maintained or used in violation of any law or in aid of any unlawful act or understanding; or
- (2) If any permit or other authorization which may be required by any governmental authority for the operation or maintenance of Licensee's fiber, cables, wire, equipment and facilities on Licensor's poles is revoked, denied, or not granted before the date when possession of such permit or authorization becomes a condition of continued operations; or
- (3) If Licensee defaults under ARTICLE IV.

(C) Licensee may terminate this Agreement at any time by removing its facilities from all of Licensor's poles, as provided in ARTICLE IX (B).

ARTICLE XVI

TERM OF AGREEMENT

This Agreement shall, unless terminated in accordance with its provisions, continue in effect for an initial term of five years. Licensor may terminate this Agreement at the end of the initial term by notifying Licensee in writing at least one (1) year prior to the end of that term. If not so terminated, this Agreement shall continue in force upon the same terms and conditions for a further term of five (5) years, and for successive one (1) year terms thereafter, until terminated by Licensor at the end of any

such term upon not less than one (1) year's written notice to Licensee. Upon termination of the Agreement in accordance with any of its terms, all outstanding licenses shall terminate and Licensee shall immediately remove its fiber, cables, equipment and facilities from all poles of Licensor. Upon Licensee's failure to do so, Licensor shall have the right to remove Licensee's fiber, cable, equipment and facilities at the cost and expense of Licensee and without any liability therefore.

ARTICLE XVII

NOTICES

Notices under this Agreement may be given by posting the same in first class mail to the Licensee as follows:

Hamilton Long Distance dba Hamilton Telecommunications
ATTN: John Nelson, Vice President
1001 12th Street
Aurora, NE 68818

and to the Licensor as follows:

Mayor
City of Grand Island
P.O. Box 1968
Grand Island, NE 68802-1968

ARTICLE XVIII

RECORDS

The Licensee shall file a complete set of as-built records for its communication/education system, including all extensions and modification in the Grand Island Electric Utilities Department for the area where the Licensor provides electric power.

ARTICLE XIX

SERVICE AREA

The Licensee shall provide service to all properties within the service area shown on Exhibit No. C, attached hereto and made a part hereof by reference.

ARTICLE XX

WAIVER OF LIABILITY

Because the Licensor may annex all or part of the Licensee's service area and may install utility services some time in the future, the Licensee waives all liability, claims or causes of action which it may have against the Licensor for damages caused to its communication/education system in connection with the installation of utility services within designated utility easements, streets, alleys or rights-of-way except where such damages are the result of gross negligence or intentional acts on the part of the Licensor, its employees, agents or officers.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the day and year first written above.

WITNESS (ATTEST)

Maria K. Gutter
Pat Moran

WITNESS (ATTEST)

Hamilton Long Distance dba Hamilton
Telecommunications

BY [Signature]

Title Vice President

CITY OF GRAND ISLAND, NEBRASKA,

A Municipal Corporation

BY _____

Title: Mayor

APPLICATION AND POLE ATTACHMENT LICENSE

*Pole Attachment

Application No. _____

Date _____

(Licensee)

(Street Address)

(City and State)

CITY OF GRAND ISLAND UTILITIES DEPARTMENT:

In accordance with the terms and conditions of the License Agreement between us, dated December 18, 2013, application is hereby made for a nonexclusive license to attach communications facilities to _____ poles, _____ anchors, and/or utilize _____ anchor/guy strands.

Pole Location: _____

Equipment to be attached: _____

Description of requested attachment: _____

Pole Location: _____

Equipment to be attached: _____

Description of requested attachment: _____

Pole Location: _____

Equipment to be attached: _____

Description of requested attachment: _____

USE REVERSE SIDE FOR ADDITIONAL LOCATIONS

(Licensee)

By: _____

Title: _____

Phone Number: _____

* Individual applications to be numbered in sequential ascending order by License.

Pole Attachment License Number _____ is hereby granted to attach the communications facilities described in this application to _____ poles, _____ anchors, utilize _____ anchor/guy strands.

CITY OF GRAND ISLAND UTILITIES DEPARTMENT

(Licensor)

By: _____

Title: _____

Phone Number: _____

Pole Location: _____
Equipment to be attached: _____
Description of requested attachment: _____

Pole Location: _____
Equipment to be attached: _____
Description of requested attachment: _____

Pole Location: _____
Equipment to be attached: _____
Description of requested attachment: _____

Pole Location: _____
Equipment to be attached: _____
Description of requested attachment: _____

Pole Location: _____
Equipment to be attached: _____
Description of requested attachment: _____

Pole Location: _____
Equipment to be attached: _____
Description of requested attachment: _____

Pole Location: _____
Equipment to be attached: _____
Description of requested attachment: _____

Pole Location: _____
Equipment to be attached: _____
Description of requested attachment: _____

Pole Location: _____
Equipment to be attached: _____
Description of requested attachment: _____

NOTIFICATION OF POLE ATTACHMENT ABANDONMENT

* Abandonment Notice No. _____

Date _____

(Licensee)

(Street Address)

(City and State)

CITY OF GRAND ISLAND UTILITIES DEPARTMENT:

In accordance with the terms and conditions of the License Agreement between us, dated December 18, 2013, notification is hereby made of abandonment of pole attachments of communications equipment as listed below:

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

(Use reverse side for additional locations)

(Licensee)

By: _____

Title: _____

Phone Number: _____

CITY OF GRAND ISLAND UTILITIES DEPARTMENT
(Licensor)

By: _____

Title: _____

Phone Number: _____

*Individual abandonment notifications to be numbered in sequential ascending order by Licensee.

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

Pole Location: _____

APPENDIX 1

SCHEDULE OF FEES AND CHARGES

THIS APPENDIX 1 is, from the effective date hereof, an integral part of the License Agreement between the City of Grand Island, herein called Licensor, and Hamilton Long Distance dba Hamilton Telecommunications, therein called Licensee, dated December 18, 2013, (hereinafter called the Agreement), and contains the fees and charges governing the use of Licensor's poles to accommodate the fiber, cable, wire equipment and facilities of Licensee in the territory in which both parties hereto now or hereafter operate. The effective date of this APPENDIX 1 is December 18, 2013.

POLE ATTACHMENTS

1. ATTACHMENT FEE: \$4.00 per pole per annum.

a. Computation:

For the purpose of computing the total attachment fees due hereunder, the total fee shall be based upon the number of poles to which attachments are actually made, on the first day of June and the first day of December of each year. The first advance payment of the annual charge for Licenses granted under this Agreement shall be prorated from the date that the attachment is made to the pole to the first regular payment date.

b. Payment Date:

Attachment fees shall be due and payable semiannually, in advance, on the first day of January for the first half of the calendar year next preceding, and on the first day of July for the last half of the calendar year.

Failure to pay such fees within 20 days after presentment of the bill therefore or on the specified payment date, whichever is later, shall constitute a default of this Agreement.

c. Termination of License:

Upon termination or surrender of a license granted hereunder, the applicable attachment fee shall be prorated for the period during which the attachment was made to Licensor's pole during the final semiannual period and shall be credited to Licensee; provided, however, that there shall be no proration of an attachment fee if the license is terminated as a result of any act or omission of Licensee in violation of this Agreement.

2. OTHER CHARGES

a. Computation:

(1) All charges incurred by Licensor as a result of inspections, engineering, rearrangements, removals of Licensee's facilities from Licensor's poles and any other work performed for Licensee shall be based upon the full cost and expense to Licensor for performing such work plus the appropriate current overhead rate on the costs incurred in performing such work for Licensee. The cost to Licensor shall be determined in accordance with the regular and customary methods used by Licensor in determining such costs.

(2) The charge for replacement of poles shall include the entire non-betterment cost to Licensor, including the increased cost of larger poles, sacrificed life value of the poles removed, cost of removal less any salvage recovery and the cost of transferring Licensor's facilities from the old to the new poles.

b. Payment Date:

All bills for such other charges shall be payable upon presentment to Licensee, and shall be deemed delinquent if not paid within 30 days after presentment to Licensee.

DATED: 12/18/2013

WITNESS (ATTEST)

Hamilton Long Distance dba Hamilton
Telecommunications

Lucia K. Ginter

BY [Signature]

Title: Vice President

WITNESS (ATTEST)

CITY OF GRAND ISLAND, NE
A Municipal Corporation

BY _____

Title: Mayor

APPENDIX 2
ATTACHMENTS TO POLES

THIS APPENDIX 2 is, from the effective date hereof, an integral part of the License Agreement (hereinafter called the Agreement) between the City of Grand Island, therein called Licensor, and Hamilton Long Distance dba Hamilton Telecommunications, therein called Licensee, dated December 18, 2013 and contains certain minimum requirements and specifications governing the attachment of fiber, cables, equipment and facilities of Licensee (sometimes called Attachments in this Appendix) to poles of Licensor in the territory in which both parties hereto now or hereafter operate. The effective date of this Appendix 2 is December 18, 2013.

GENERAL

1. The Licensee is responsible for the proper design, construction and maintenance of its Attachments. Attachments generally will be limited to strand support cable, wire, service drops, terminals and necessary appurtenances deemed by Licensor to be suitable for pole mounting.
2. Any rearrangement of Licensor's facilities or replacement of poles required to accommodate Licensee's Attachments shall be done by Licensor or a contractor authorized by Licensor.
3. The fees and charges specified in APPENDIX 1 shall be applicable, (to all licenses granted to Licensee hereunder) without regard to the methods of attachment used.

4. Licensee's Attachments shall be plainly identified by appropriate marking, satisfactory to Licensor.

5. Licensee's workmen shall assure themselves that any pole to be climbed has sufficient strength or is adequately braced or guyed to support the weight of the workmen.

6. All requirements of the National Electrical Safety Code referred to herein shall mean the 2007 Edition of such code, or any later amendment or replacement thereof, and shall include any additional requirements of any applicable Federal, State, County or Municipal Code. References to simply the Safety Code, or to N.E.S.C., have the same meaning.

7. While many of the standards and technical requirements for Licensee's cable, equipment and facilities are set forth herein, Licensor reserves the right to specify the type of construction required in situations not otherwise covered in this Appendix. In such cases, Licensor will in its discretion furnish to Licensee written material which will specify and explain the required construction.

8. Licensee's Attachments shall not use or carry voltages or currents in excess of the limits prescribed for cable television conductors by the National Electrical Safety Code Section 230 F1 & F2. However, all parts of the Licensee's Attachments carrying voltages in excess of 60 volts AC (rms) to ground or 135 volts DC to ground, except for momentary signaling or control voltages, shall be enclosed in an effectively grounded sheath or shield. All energized parts of Licensee's Attachments shall be suitably covered to prevent accidental contact to the general public, Licensor's workmen or workmen of another licensee having facilities on the same pole.

9. Licensor shall determine whether Licensee's Attachments cause or may cause electrical interference with Licensor's or any other Licensee's communication/education facilities. Licensee shall, on demand of the Licensor, correct immediately at Licensee's expense any such interference including, if necessary, removal of the Attachments causing the interference.

10. No Attachment shall use the earth as the sole conductor for any part of the circuit.

11. Licensee shall not circumvent Licensor's or any other licensee's corrosion mitigation measures (e.g., short circuit insulating joints).

GROUNDING AND BONDING

12. All power supplies shall be grounded. The neutral side of the power drop shall be continuous and not fused. The neutral line shall also be bonded to any power supply cabinet. Any cabinet shall be connected to an earth ground at the pole. In areas where the Licensor has a ground wire (which is connected to the Licensor's neutral) running down the pole, the cabinet can be connected to it. Where a Licensor vertical ground wire is not available, the Licensee must place a ground rod. All cabinets, housings and metal socket bases on a common pole shall be bonded to each other, to the Licensor's strand and to the Licensee's strand.

13. Where two or more aerial suspension strands are located on the same pole, the suspension strands shall be bonded together. Licensee shall attach the bonding wire to its strand and leave a sufficient length of wire to complete the bond. Where the strands of two or more licensees are to be bonded together, the licensee

placing the last strand, if authorized to do so by the other licensees, shall make both connections. Where such authorization is not granted by the licensee owning the existing strand, Licensee shall attach the bonding wire to its strand and leave enough wire to permit making a connection and shall be responsible for completing the bonding. Licensee may bond its cable sheath to Licensor's common neutral, vertical ground wires, and ground rods at whatever frequency Licensee desires. All vertical ground wires shall be covered by a molding. Ground rods installed by Licensee shall be in accordance with National Electrical Safety Code.

14. Suspension strands at trolley feeders and trolley contact wires located on the same street shall be bonded at the first, last and every intermediate fifth poles until the remaining section between bonds is not more than eight or less than four spans. At other locations, the strands shall be bonded at the first, last and every intermediate tenth poles until the remaining section between bonds is not more than thirteen or less than four spans. Strands shall be bonded at or near the first pole on each side of underground dips or trolley wire crossovers.

15. Strands attached to the same bolt do not have to be bonded.

16. Where a Licensee's strand leaves a pole which carries other strands supporting cable television cables, and Licensee's strand continues to a pole carrying power facilities of Licensor, Licensee's fiber cable shall be:

- (A) Bonded to other cable television strands on the pole that it leaves;
- (B) Bonded to an effective ground preferably within two spans but not greater than ten (10) spans after leaving said pole, and;

(C) Bonded with a No. 6 solid, soft-drawn copper wire. The wire must be attached to the strand with an approved clamp, such as a lashing wire clamp, designed for attachment to each specific size of strand involved (for example, Chance Lashing Wire Clamp, Catalog Number 9000, or equivalent).

17. Strands supporting drop wire shall be bonded to the cable suspension strand.

18. Any connecting or bonding to Licensor's facilities shall be done by Licensor and the connecting or bonding wire shall be sufficient length to allow Licensor to complete the connection or bond.

CLEARANCES

19. Licensee's Attachments are subject to cable television facilities clearances and shall meet all of the pertinent clearance requirements of the National Electric Safety Code. Safety Code rules covering the most commonly encountered conditions are listed below:

	<u>NESC 2007 Edition General Rule</u>
(A) Vertical clearance on poles jointly occupied by communication fiber, cable television facilities, and power facilities	235
(B) Mid-span clearance between communication fiber, cable television facilities, and power facilities	235

(C)	Crossing clearances of facilities carried on different supports	233
(D)	Clearances from street light brackets and associated wiring	238
(E)	Clearances of conductors from another line	233
(F)	Clearances of vertical and lateral conductors from other wires and surfaces on the same support	239
(G)	Clearances in any direction from line conductors and supports, and to vertical or lateral conductors, span or guy wires, attached to the same support	235
(H)	Vertical clearance of wires above ground or rails	232
(I)	Structures for overhead lines	280
	1. Supporting structure items one (1) thru five (5)	
	2. Unusual conductor supports	

LOCATION AND SPACING

20. Licensor shall specify the location of Licensee's Attachments on each pole, including the location of Licensee's riser cables. Where Licensor has installed its own communication circuits (supervisory control circuits) for operation of its electric system, clearance of Licensee's facilities from these communication circuits shall be the same as from Licensor's common neutral conductor.

21. The minimum vertical separation between Licensee's strand, and the strand of another licensee when located on same side of pole shall be twelve (12) inches. Licensee's strand shall be located at a point on the pole that provides the minimum clearance allowed by the National Electric Safety Code from the ground. Licensee may, however, agree with another licensee to reduce the separation between their respective strands. Separation between the bolt holes must be in any event at least four (4) inches.

22. Licensee shall be required to place all of its Attachments, so not to interfere with climbing space, as defined in the National Electrical Safety Code.

23. Through bolts may not be placed less than ten inches from the top of the pole. When through bolts present a hazard to climbing; i.e., extend more than two inches beyond the nut, they shall be trimmed to a safe length.

24. Pole steps will not be allowed on any Licensor pole, except to specific cases judged to be in the interest of safety by the Licensor.

LOADING

25. The Licensee shall furnish to Licensor as a part of Exhibit A to this Agreement the details as to the ultimate strength, tension at 60F, and maximum tension in its suspension strand or conductor under the applicable storm loading specifications in Code.

26. Licensee shall furnish to Licensor as a part of Exhibit A to this Agreement details as to the weight and size of its fiber/cables, suspension strands and/or conductors, with and without the ice loading, as specified by the National Electrical Safety Code (Rule 251) or appropriate local code for the loading area concerned. NESC Rule 250 covers the degree of loading (light, medium, heavy) appropriate in different sections of the country. Where a local code designates a heavier degree of loading than the NESC, the local requirements shall govern.

27. Licensee may lash its fiber/cable to the strand of another licensee, where this is acceptable to all other licensees involved and to Licensor. Maximum tension of Licensee's strand shall not exceed 60% of the breaking strength under applicable storm loading, as defined by the National Electrical Safety Code (Rule 251). Where local codes designate a heavier degree of loading than the NESC, the local requirements shall govern.

GUYING

28. Guying will be required on poles where the total unbalanced load, including the tension due to Licensee's Attachments under the appropriate storm loading prescribed by the National Electrical Safety Code (Rule 251), exceed 200

pounds unless the pole was designed as an unguyed corner pole and the pole has adequate strength and stability, in the opinion of Licensor, to withstand the additional load.

29. Guys, when required, shall be of such material and dimensions as to provide adequate strength to withstand the transverse loads specified in the National Electrical Safety Code (Rule 252B), and the longitudinal load assumed in the Code (Rule 252C). Guys on poles which also support power facilities shall be in compliance with the National Electrical Safety Code (Rule 261C and 282).

30. Guy guards shall be installed in compliance with NESC (Rule 282E).

31. Licensee may attach its guy to Licensor's anchor rods only where Licensor specifically authorizes it in writing. Should it be necessary to replace the anchor at a later date to provide added strength for Licensor's requirements, the anchor shall be replaced at Licensee's expense if the existing anchor rod would support Licensor's Attachments without regard to Licensee's guy.

32. More than one licensee may use a common guy to sustain their combined load.

33. Guys shall be insulated as specified in the Safety Code (Rules 215 and 283) and at any location where Licensee's guy parallels Licensor's guy with insulator. Licensee's guys shall not short circuit Licensor's guy insulators.

34. Cross guying of Licensee's guys with Licensor's guys is not allowed.

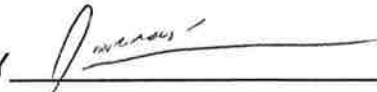
35. Material used for guys shall be compatible from a corrosion standpoint with the hardware to which it is attached.

DATED: 12/18/2013

WITNESS (ATTEST)

Lucia K. Gaffner

Hamilton Long Distance dba Hamilton
Telecommunications

BY 
Title: VICE PRESIDENT

WITNESS (ATTEST)

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

BY _____
Title: Mayor

RESOLUTION 2014-6

WHEREAS, Hamilton Long Distance dba Hamilton Telecommunications, is a telecommunications company that wishes to attach fiber optic cables to City owned utility poles; and

WHEREAS, a License Agreement is needed to allow the cable to be placed on City utility poles; and

WHEREAS, the National Electric Safety Code prescribes methods and clearances required for installation of multiple wire strand utility company facilities and equipment on power poles; and

WHEREAS, the proposed License Agreement requires Hamilton Telecommunications, to pay for any "make ready" work that is required to provide the needed space on the pole to allow them to attach in accordance with the Code; and

WHEREAS, Hamilton Telecommunications, will pay the same \$4.00 per pole annual fee that is received from other companies that utilize this service.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to, on behalf of the City, execute the License Agreement between the City of Grand Island and Hamilton Long Distance dba Hamilton Telecommunications.

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Adopted by the City Council of the City of Grand Island, Nebraska, January 14, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 22, 2014	☐ City Attorney



City of Grand Island

Tuesday, January 14, 2014

Council Session

Item G-9

#2014-7 - Approving Request that Hall County Review the County Industrial Tracts within the City Limits

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP
Meeting: January 14, 2014
Subject: County Industrial Tract Resolution
Item #'s: G-9
Presenter(s): Chad Nabity, AICP

Background

In 1957 the State of Nebraska allowed for the creation of County Industrial Tracts near municipalities for the purpose of encouraging industrial development. Under the original law it was not possible for cities to annex property designated as a County Industrial Tract as long as the property was used for industrial purposes. Nebraska Statute §13-1111 identifies those allowed uses:

13-1111. Terms, defined; application for designation; exceptions.

As used in sections 13-1111 to 13-1120, unless the context otherwise requires: (1) Industrial area shall mean a tract of land used or reserved for the location of industry, except that such land may be used for agricultural purposes until the use is converted for the location of industry as set forth in sections 13-1111 to 13-1120; and (2) industry shall mean (a) any enterprise whose primary function is to manufacture, process, assemble, or blend any agricultural, manufactured, mineral, or chemical products; (b) any enterprise that has as its primary function that of storing, warehousing, or distributing, and specifically excluding those operations whose primary function is to directly sell to the general public; or (c) any enterprise whose primary function is research in connection with any of the foregoing, or primarily exists for the purpose of developing new products or new processes, or improving existing products or known processes. The owner or owners of any contiguous tract of real estate containing twenty acres or more, no part of which is within the boundaries of any incorporated city or village, except cities of the metropolitan or primary class, may file or cause to be filed with the county clerk of the county in which the greater portion of such real estate is situated if situated in more than one county, an application requesting the county board of such county to designate such contiguous tract as an industrial area.

Two County Industrial Tract Areas were approved by Hall County in 1958. The first is an area near Adams Street and Anna Street; the remaining portions of this area include

the property where Diamond Engineering, Platte Valley Construction, Dennis Supply and Island Supply are located. The second area includes the location of Hornady Manufacturing at Old Potash Highway and Claude Road.

Statutes were amended to include §13-1121 so that beginning in 1980 counties could review County Industrial Tracts for compliance with §13-1111 or that cities could request that counties conduct this review in March of even numbered years.

13-1121. Designation; review by county board; notice; hearing; removal of designation.

Beginning in 1980 and every even-numbered year thereafter during the month of March, the appropriate county board may, of its own volition or shall, at the request of the municipal governing body having zoning jurisdiction over the designated industrial tract, review any or all industrial areas in its jurisdiction. When the review is at the request of the municipal governing body having zoning jurisdiction over the designated industrial tract, the county board shall notify such municipal governing body of the date, time, and location of the review. If the county board determines during the review that there is a problem with the industrial area designation of any tract, or a portion of such tract, the county board shall give notice of a hearing by registered or certified mail to the owners of the tract, or a portion of such tract, if such owners are known, within ninety days prior to the hearing, and if the owners are not known or cannot be located, then by publishing a notice three successive weeks in some newspaper published and of general circulation in the county or counties in which the real estate is located, and if no newspaper is published in the county, such notice shall be published in some newspaper having a general circulation in such county. If after the hearing the county board finds that the industrial area or a portion thereof is no longer suitable for industrial purposes, or is being used for nonindustrial enterprises, or has had no improvements or industrial buildings thereon within seven years from the date of original industrial designation, or is not in compliance with the zoning ordinances of any city or village exercising zoning control of it, or is not platted in accordance with such zoning ordinances or is no longer in compliance with the definition of industry as set forth in section 13-1111, such county board shall remove the designation of industrial area from such tract or portion of such tract. Any tract or portion of such tract used or reserved for industry prior to August 24, 1979, shall not be removed from the industrial area designation against the wishes of its owners as long as the use of such tract or portion continues to be in compliance with the definition of industry as set forth in section 13-1111. A certified copy of such order shall be filed with the register of deeds and the county assessor of the county or counties in which the real estate is located.

Hall County conducted a review in March of 2012. One property was removed from the County Industrial Tract. The next time that Hall County can conduct this review is in March of 2014.

Discussion

The City does not have any authority to annex these properties but can request that Hall County review the uses in the County Industrial Tracts to confirm that they are still consistent with the intent of the law. If the County finds that the uses are not consistent they are required to hold a hearing, make finding and if they find that the property is not being used in a manner consistent with §13-1111, remove the County Industrial Tract designation. At that point the property becomes eligible for annexation.

The attached resolution is a formal request from the City of Grand Island asking Hall County to conduct this review in March of 2014.

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 resolution.

Sample Motion

Move to approve Resolution 2014-7 requesting that Hall County review the County Industrial Tracts adjacent to the City of Grand Island in March of 2014.

RESOLUTION 2014-7

WHEREAS, there are five areas within the City of Grand Island that have been designated by Hall County as County Industrial Tracts; and

WHEREAS, all five of these County Industrial Tract areas are surrounded by the municipal limits of the City of Grand Island; and

WHEREAS, the City of Grand Island desires to provide municipal services throughout the City in an efficient and cost effective manner; and

WHEREAS, these County Industrial Tracts are holes in the middle of the city that may cause confusion about who is responsible for providing services; and

WHEREAS, the Nebraska Revised State Statutes §13-1121 gives the City the authority to request that Hall County review these County Industrial Tracts to insure that they comply with the use limitation as defined in §13-1111 in March of even numbered years.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, DO HEREBY REQUEST THAT HALL COUNTY CONDUCT A REVIEW OF THE FIVE AREAS DESIGNATED AS COUNTY INDUSTRIAL TRACTS AS SHOWN ON THE ATTACHED MAP TO DETERMINE IF THEY SHOULD STILL QUALIFY AS COUNTY INDUSTRIAL TRACTS IN MARCH OF 2014.

- - -

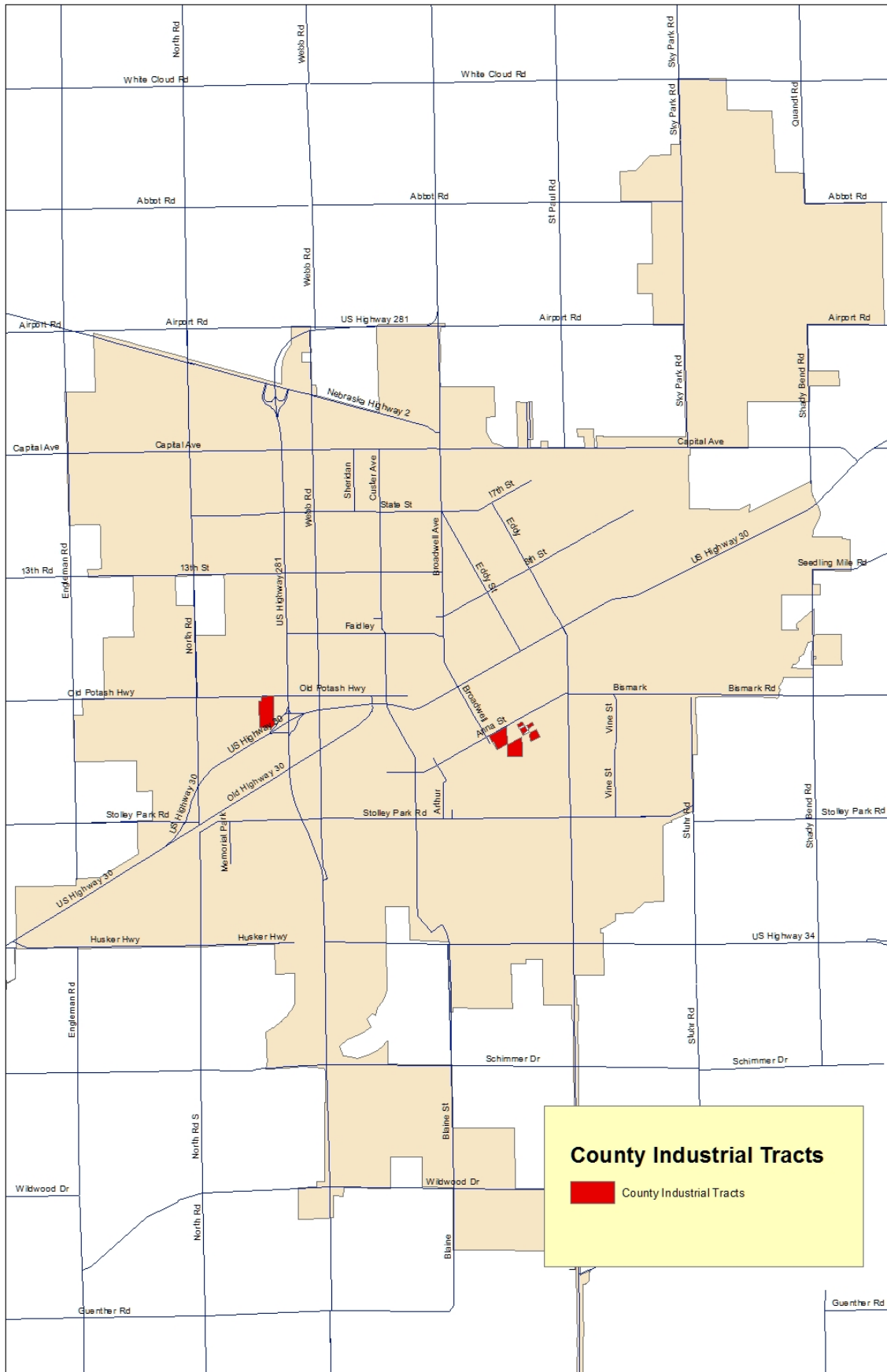
Adopted by the City Council of the City of Grand Island, Nebraska, January 14, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____
January 22, 2014 ✕ City Attorney





City of Grand Island

Tuesday, January 14, 2014

Council Session

Item G-10

#2014-8 – Approving Purchase of Braun Type III Ambulance

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Russ Blackburn, GIFD EMS Division Chief
Meeting: January 14, 2014
Subject: Purchase Braun Type III Ambulance
Item #'s: G-10
Presenter(s): Russ Blackburn, GIFD EMS Division Chief

Background

The city council approved the purchase of an ambulance in the 2014 budget for a budgeted amount of \$205,000. The Fire Department would like to replace an 18 year old 1995 Ford type III ambulance. That ambulance has 107,660 miles on it and 7372 hours of operation.

We would like to purchase a 2014 Braun Chief XL on a Chevy 4500 chassis for \$199,922 from Braun Manufacturing of Mt. Prospect, Illinois. The ambulance will be purchased through BuyHGAC so it is already pre-bid through them. The ambulance will come with radio wiring already installed, in addition to graphics. These two things are usually additional expenses after the ambulance is delivered. The ambulance meets all current standards and could be considered a candidate for re-chassis in the future.

Discussion

The Grand Island Fire Department maintains a fleet of seven ambulances at this time; two ambulances each at Stations 1, 2, and 4, one ambulance at Station 3. Station 1 and 2 ambulances are manned every day to respond to medical calls. If manning allows, a third ambulance is manned at Station 4. If medical calls exceed the number of manned ambulances, every fire truck can break its crew down to man a back-up ambulance. This is possible because every truck has a paramedic on it. During 2013 the highest number of ambulances we had out on calls simultaneously was five. Every month we hit multiple days that 3 to 4 ambulances are out at the same time. Those numbers do not take into account other units out on fire calls at the same time.

This purchase allows us to maintain a goal of an ambulance purchase every two years. This means that an ambulance will be used for 8 years as a primary ambulance and then

rotated to back-up duty for an additional 6 years. Then when ambulances reach 14 years of service they are retired and replaced.

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 purchase of the 2014 Chevy 4500 Type III Braun ambulance for use by the GIFD for emergency service use.

Sample Motion

Move to approve the purchase of the 2014 Chevy 4500 Type III Braun ambulance for use by the GIFD for emergency service use.

RESOLUTION 2014-8

WHEREAS, the City Council approved the purchase of a Braun Chief XL ambulance in the 2014 budget; and

WHEREAS, the Fire Department needs to replace a 1995 ambulance with 107,660 miles to make the fleet of ambulances and emergency response more reliable; and

WHEREAS, Braun Manufacturing of Mt. Prospect, IL has submitted a cost through BuyHGAC for a 2014 Chevy 4500 Type III ambulance for less than the budgeted amount for the replacement of an ambulance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to allow the Fire Department to purchase the 2014 Braun Chief XL, Chevy 4500 Type III ambulance from Braun Manufacturing of Mt. Prospect, IL for the price of \$199,922.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 14, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____
January 22, 2014 ✕ City Attorney



City of Grand Island

Tuesday, January 14, 2014

Council Session

Item G-11

**#2014-9 – Approving Agreement for Advanced EMS Training
Field Experience with Iowa Western Community College**

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Russ Blackburn, GIFD EMS Division Chief
Meeting: January 14, 2014
Subject: Training Contract
Item #'s: G-11
Presenter(s): Russ Blackburn, GIFD EMS Division Chief

Background

The City of Grad Island has been asked to provide in-field training and experience for students of the emergency medical training program with Iowa Western Community College. We have provided this opportunity to other educational institutions in the past and this agreement will allow us to continue this program.

Discussion

This program allows students to receive field training and experience that allows them to apply what they have learned in the class room. Under the supervision of an experienced paramedic the student has the opportunity to learn from real world experiences. This contract is the standard contract used with all other training agencies that send student to ride-along with the Fire Department.

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 this contract.

Sample Motion

Move to approve the training contract with Iowa Western Community College.

**AGREEMENT
ADVANCED EMS TRAINING
FIELD EXPERIENCE**

THIS AGREEMENT made this ___th day of _____ by and between Iowa Western Community College; hereinafter referred to as "**College**," and the City of Grand Island, a municipal corporation hereinafter referred to as "**City**", 100 East First Street, PO Box 1968, Grand Island, Nebraska 68802.

WHEREAS, the parties of the Agreement wish to provide adequate instruction as well as field training experience and observation for the students of Union College registered in the EMS Training Program; and

WHEREAS, the **City** maintains facilities suitable for said instruction and experience.

NOW THEREFORE BE IT RESOLVED, that this Agreement is entered into under the following conditions:

General Conditions:

- (1) This agreement does not contemplate the payment of any fees or remuneration by either party to the other.
- (2) Neither the students nor the **College** instructors shall be deemed employees of the **City** and are not eligible for compensation or benefits. There shall be no monetary consideration paid by the **College** or to the **City** for the services of said students or instructors.
- (3) The assigned personnel of the **City** and the faculty of the **College** assigned to teach in the programs shall cooperate in providing a sound educational environment for effective patient care. Such persons may confer at such times as may be mutually agreed upon to evaluate the education program.
- (4) The **City**, in consultation with the faculty responsible for the Advanced EMS Training program shall schedule and arrange for times when students shall be present and the number of students present in such a manner so as not to interfere with the day-to-day operation of the **City**.
- (5) Neither the **College** nor the **City** shall discriminate against any employee, applicant or student for employment or registration in its course of study because of race, color, religion, sex, national origin, handicap, special disabled veteran's status or Vietnam era veteran's status. Both parties

agree to comply with the Educational Rights and Privacy Act of 1974, as amended governing the privacy of student records.

- (6) Students shall be subject to the **City** policies and to the same obligations to maintain confidentiality of the **City** patient records as applies to the **City** staff. A determination that a student has violated the confidentiality requirements of the **City** will be grounds for immediate termination of their service at the **City**. **College** will provide students with basic instruction regarding HIPAA privacy rules.
- (7) The **College** reserves the right and discretion to withdraw those students whose work or conduct may have a detrimental effect on the program or whose program and achievement, in the opinion of the **College**, do not justify their continuance in the program. The **City** reserves the right to prohibit a student from training at the **City** whose conduct may have detrimental effect on patients or who does not adhere to existing rules and regulations of the **City**, and to all reasonable rules and regulation of the **City**.

Responsibilities of the College:

- (1) The **College** shall use proper administrative procedure in planning for observation and/or field training experience and to have qualified instructors for the Advanced EMS Training program. The **City** will have the right to refuse the program instructor's participation in the training, and the **City** will have this right of rejection without cause.
- (2) The **College** shall adhere to existing rules and regulations of the **City** and to insure that its students and faculty at all times adhere to those rules and regulations.
- (3) The **College** shall contact the **City** at least fourteen (14) days prior to the arrival of students in order to properly plan for their training.
- (4) The **College** shall provide requested demographic, academic and health information, including proof of basic life support certification (CPR), current immunizations and/or testing for measles, mumps, rubella, skin test for tuberculosis (proof of negative chest x-ray when indicated) and Hepatitis B (or a signed waiver) for all students scheduled for field training experience with the **City**.
- (5) The **College** shall provide proof of Bloodborne Pathogen and Infection Control training within the past twelve (12) months for all students scheduled for field training experience with the **City**. If a blood/body fluid exposure occurs to a student while caring for a patient, the **College** is

responsible for the follow-up procedures for the students defined by state/federal OSHA regulations.

- (6) (a) The **College** agrees to indemnify and hold harmless the **City** against any and all loss and expense, including attorneys' fees and other legal expenses, by reason of liability imposed or claimed to be imposed by law upon the **City** for damage because of bodily injuries, including, but not limited to, death at any time resulting there from, or on account of damage to property, sustained by any person or persons, arising out of or in consequence of the performance of the terms of this Agreement. However, this hold harmless and indemnification agreement by the **College** does not extend to instances and consequences in which the **City** employees, in the course of supervision and instruction, are solely negligent, engage in intentional torts or any intentional misconduct not covered by the **College's** liability insurance policy.
- (b) The **City** shall not be called upon to assume charge of the settlement or defense of any claim made or suit, brought or pending, instituted by the **College**, but the **City** shall have the right and shall be given the opportunity to associate with the **College** in the defense and control of any suit or proceeding relative to an occurrence where the claim or suit involves, or appears reasonably likely to involve, the **City**, in which event the **College** shall cooperate in all things in the defense of such claim, suit or proceeding. But this paragraph shall not apply to instances and harm caused by the intentional torts or willful misconduct of **City** employees when such is not covered by the **College's** liability insurance policy.
- (c) It is agreed that neither any termination of this Agreement nor completion of the acts to be performed under this Agreement shall release the **College** from the obligation to indemnify the **City** as to any claim or cause of action asserted against the **City** so long as the even upon which said claim or cause of action is predicted shall have occurred prior to the effective date of such termination or completion.
- (d) The **College** shall provide and maintain worker's compensation insurance for its employees and general liability insurance, professional liability insurance and/or self-insurance coverage in the amount of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate for students and faculty through a combination of insurance and qualification under and participating in the Nebraska Hospital Medical Liability Act for bodily injury or death on account of alleged errors, omissions and/or negligent acts in the performance of professional services.
- (7) The **College** or its students shall provide necessary textbooks and classroom supplies, if needed, in conjunction with the field training internship practice. The **City** assumes no responsibility for any loss or

theft of personal belongings of the **College** or the students enrolled in the **College's** courses.

- (8) The **College** will keep the **City** informed of changes in policy which may affect the students training at the **City**.

Responsibilities of the City:

- (1) The **City** shall provide training appropriate for learning experience by the students. Both parties will agree upon those patient care activities in which students may participate during the field experience.
- (2) The **City** will provide on-site supervision of the student and has the right to determine the level of participation in such patient care activities.
- (3) The **City** will provide orientation for the **College** staff so as to enable the **College** staff to coordinate their inner-classroom instruction.
- (4) The **City** shall provide emergency health care to students for any accident or illness occurring on the **City's** premises at the cost of the student. The **City** requires that a report be filed immediately with the **City** and **College** if the student has an accident or becomes ill while receiving training.
- (5) The **City** shall permit **College** students and members of the **College** faculty connected with the education program to use, at their own expense, the cafeteria and/or dining facilities available to **City** employees.
- (6) The **City** will keep the **College** faculty informed of changes in policy, which affect faculty and student.

Termination of Agreement:

This Agreement shall commence upon execution by both parties, and shall continue indefinitely until terminated by either party upon sixty (60) days advance written notice to the other. In the event that either party reasonably determines, based on the advice of legal counsel or otherwise, that the continuation of the Agreement will subject a party to liability for violation of federal or state law, then either party may terminate this Agreement immediately upon written notice to the other.

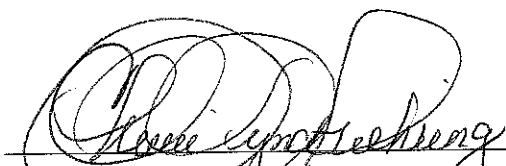
Miscellaneous Provisions:

- (1) Neither party shall be liable under any contracts or obligations of the other, except as otherwise provided pursuant to the Agreement or for any

act or omission of the other party or its officers, employees or agents, and both parties agree to indemnify and hold the other harmless from any and all losses, damages, costs and expenses (including reasonable attorney's fees) that are caused or arise out of their own omission, fault, negligence or other misconduct by their employees, independent contractors or volunteers in connection with the Agreement.

- (2) This Agreement may not be assigned or transferred by either party without written consent of the other.

IN WITNESS WHEREOF, under the authority of their governing bodies, the parties have hereto set their hands and seals on this _____ day of _____, 2014.

By: 

Sherri Lynch-Fuehr (Name)

Director of EMS Educ. (Title)

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: _____

Attest: _____

RESOLUTION 2014-9

WHEREAS, a training contract has to be in place for Emergency Medical students from a training agency to get field experience with Grand Island Fire Department; and

WHEREAS, a student from Iowa Western Community College would like to do his paramedic internship with the Grand Island Fire Department; and

WHEREAS, this is a standard contract we use with all of the training agencies that send us students for field experience.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to sign the training contract between Iowa Western Community College and the City of Grand Island so their student may do his paramedic ride-time with the Grand Island Fire Department.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 14, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 22, 2014	☐ City Attorney



City of Grand Island

Tuesday, January 14, 2014

Council Session

Item H-1

Consideration of Request from G.E. Enterprises Trust, Gerald Sweley, Co-Trustee on behalf of Viaero Wireless for a Conditional Use Permit for a Wireless Communication Tower located ½ Mile East of Gunbarrel Road and North of A Road (Merrick County)

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

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, January 14, 2014

Council Session

Item I-1

#2014-10 - Consideration of Approving Declaration of a Site Known as Redevelopment Area 15 Located between Webb Road and US Hwy 281, North of Old US Hwy 30 and South of Old Potash Hwy.

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

Staff Contact: Chad Nabity

RESOLUTION 2014-10

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, Tim Plate and Doug Luth have caused to be prepared a Blight and Substandard Study for an area referred to as Area No. 15; and

WHEREAS, Marvin Planning Consultants completed such Blight and Substandard Study and has determined that the area should be declared as a substandard or blighted area in need of redevelopment; and

WHEREAS, Mr. Plate and Mr. Luth presented such study to the Grand Island City Council on November 12, 2013; and

WHEREAS, on November 12, 2013 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 recommended approval of such study at its December 4, 2013 meeting; and

WHEREAS, a public hearing to consider approval of a Blighted and Substandard designation was held on January 14, 2014.

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. 15 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, January 14, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____
January 22, 2014 ✕ City Attorney



City of Grand Island

Tuesday, January 14, 2014

Council Session

Item J-1

Approving Payment of Claims for the Period of December 31, 2013 through January 14, 2014

The Claims for the period of December 31, 2013 through January 14, 2013 for a total amount of \$5,542,093.59. A MOTION is in order.

Staff Contact: Jaye Monter, Finance Director