
City of Grand Island



Tuesday, July 13, 2004

Council Session Packet

City Council:

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

Mayor:

Jay Vavricek

City Administrator:

Gary Greer

City Clerk:

RaNae Edwards

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

Call to Order

**Pledge of Allegiance /Invocation - Pastor Daniel Bremer, Grace Lutheran Church, 545
East Memorial Drive**

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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

MAYOR COMMUNICATION

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



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item C1

Bi-Annual State of the City Address

Mayor Vavricek will give his bi-annual "State of the City" address.

Staff Contact: Mayor Vavricek



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item C2

Update by Hugh Miner Concerning Heartland Events Center Campaign

Hugh Miner, CEO of Fonner Park will update the Mayor and City Council on the Heartland Events Center Campaign.

Staff Contact:



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item D1

#2004-BE-10 - Consideration of Determining Benefits for Street Improvement District 1243, Downtown Alley North of 3rd Street from Elm Street to Cleburn Street

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

Council Agenda Memo

From: Steven P. Riehle, P.E., Director of Public Works

Meeting: July 13, 2004

Subject: Board of Equalization Hearing to Determine Benefits and an Ordinance Levying Assessments for Street Improvement District No. 1243, Downtown Alley North of 3rd Street from Elm Street to Cleburn Street

Item #'s: D-1 & F-2

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

Background

The Certificate of Final Completion for Street Improvement District No. 1243, was approved on June 8, 2004 with July 13, 2004 set as the date for Council to sit as the Board of Equalization. All work has been completed and special assessments have been calculated for the District.

Discussion

Street Improvement District No. 1243 is part of the Downtown Alley Phase IV project. The contract for Street Improvement District No. 1243 was awarded to The Diamond Engineering Company of Grand Island, Nebraska on July 9, 2002. Work on the project was completed on schedule, in May 2004, at a construction price of \$43,768.20. Total cost of the project, including engineering, is \$48,145.02. The City's costs were for removal and replacement of the concrete. The assessable costs are for Storm Sewer. Costs for the project break down as follows:

Construction Price	\$ 43,768.20
City Costs	(\$ 23,623.36)
<hr/>	
Assessable Amount	\$ 20,144.84

Alternatives

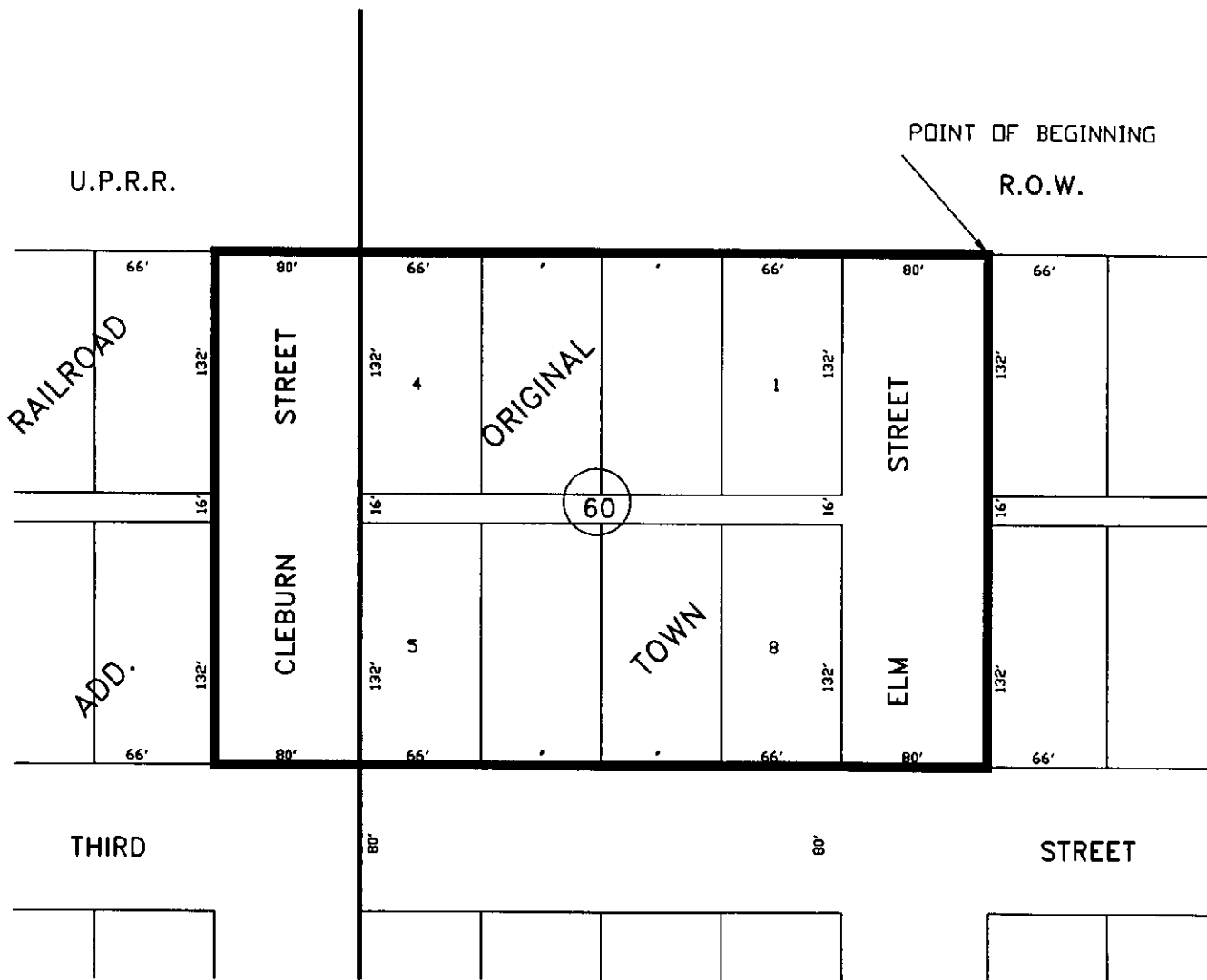
1. Approve the recommendation to allow the Board of Equalization to determine benefits for Street Improvement District No. 1243 and pass an ordinance allowing the City to recover some of the District costs and assess the benefiting owners.
2. Disapprove or /Deny the recommendation to allow the Board of Equalization to determine benefits for Street Improvement District No. 1243.
3. Modify the recommendation to meet the wishes of the Council.
4. Table the issue.

Recommendation

City Administration recommends that the Council, sitting as a Board of Equalization, determine the benefits and pass an ordinance to levy Special Assessments to individual properties.

Sample Motion

Move to approve the recommendation, allowing the Board of Equalization to determine benefits for Street Improvement District No. 1243, and pass an ordinance to levy assessments.



ALLEY IMPROVEMENT DISTRICT 1243

R E S O L U T I O N 2004-BE-10

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Street Improvement District No. 1243 located in the downtown alley of Third Street between Elm Street and Cleburn Street, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$20,144.84; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within such Street Improvement District No. 1243, such benefits are the sums set opposite the several descriptions as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
CKP LLC	Lot 1, Block 60, Original Town	1,200.58
CKP LLC	Lot 2, Block 60, Original Town	6,681.74
CKP LLC	Lot 3, Block 60, Original Town	1,200.58
William & Beverly Livengood	Lot 4, Block 60, Original Town	2,078.38
618 West 3 rd Street LLC	Lot 5, Block 60, Original Town	1,200.58
618 West 3 rd Street LLC	Lot 6, Block 60, Original Town	3,061.91
DOAX Investment Co.	Lot 7, Block 60, Original Town	1,880.38
DOAX Investment Co.	Lot 8, Block 60, Original Town	2,840.69
TOTAL		\$20,144.84

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on July 13, 2004.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 8, 2004	☐ City Attorney



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item D2

#2004-BE-11 - Consideration of Determining Benefits for Street Improvement District 1245, James Road Located North of Husker HWY

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

Council Agenda Memo

From: Steven P. Riehle, P.E., Director of Public Works

Meeting: July 13, 2004

Subject: Board of Equalization Hearing to Determine Benefits and Consideration of an Ordinance Levying Assessments for Street Improvement District No. 1245, James Road Located North of Husker HWY

Item #'s: D-2 & F-3

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

Background

The Certificate of Final Completion for Street Improvement District No. 1245, was approved on June 8, 2004 with July 13, 2004 set as the date for Council to sit as the Board of Equalization. All work has been completed and special assessments have been calculated for the District.

Discussion

The contract for Street Improvement District No. 1245 was awarded to The Diamond Engineering Company of Grand Island, Nebraska on December 9, 2003. Work on the project was completed on schedule, on May 20, 2004, at a construction price of \$100,859.00. Total cost of the project, including engineering, is \$110,944.90. The estimated cost of the District at the time of creation was \$128,675.00. Costs for the project break down as follows:

Original Bid	\$ 99,481.35
Change Order No. 1	\$ 1,310.00
Overruns	\$ 67.65
Sub Total (Construction Price)	\$ 100,859.00
Additional Costs	
<u>Engineering and Publication</u>	<u>\$ 10,085.90</u>
Total Cost	\$ 110,944.90

Alternatives

1. Approve the recommendation to allow the Board of Equalization to determine benefits for Street Improvement District No. 1245 and pass an ordinance allowing the City to recover the majority of the District costs and assess the benefiting owners.
2. Disapprove or /Deny the recommendation to allow the Board of Equalization to determine benefits for Street Improvement District No. 1245.
3. Modify the recommendation to meet the wishes of the Council.
4. Table the issue.

Recommendation

City Administration recommends that the Council, sitting as a Board of Equalization, determine the benefits and pass an ordinance to levy Special Assessments to individual properties.

Sample Motion

Move to approve the recommendation, allowing the Board of Equalization to determine benefits for Street Improvement District No. 1245, and pass an ordinance to levy assessments.

R E S O L U T I O N 2004-BE-11

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Street Improvement District No. 1245 located in James Road north of Husker Highway, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$110,944.90; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within such Street Improvement District No. 1245, such benefits are the sums set opposite the several descriptions as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Pedcor Investments, LLC	East 300 feet of Lot 1, Pedcor Subdivision	53,619.97
Pedcor Investments, LLC	Lot 2, Pedcor Subdivision	29,045.73
Pedcor Investments, LLC	East 300 feet of South 279.89 feet of Lot 3, Pedcor Subdivision	28,279.20
TOTAL		\$110,944.90

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on July 13, 2004.

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item E1

Public Hearing Concerning the City's Proposed Subdivision Regulations

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity AICP
Hall County Regional Planning Director

Meeting: July 13, 2004

Subject: Subdivision Regulations

Item #'s: E1 & F4

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

Background

In March of 2002 the Hall County Regional Planning Department began working with JEO Consulting Inc. of Wahoo Nebraska to update the comprehensive development plans, zoning and subdivision regulations for Grand Island, Hall County, Wood River, Alda, Doniphan and Cairo.

The process for Grand Island, over the course of the last two years, included four town hall meetings, eight subcommittees that comprised of over 130 citizens suggesting goals, objectives and policies for their committee, as well as monthly meetings with a steering committee. The steering committee was made up of more than 25 citizens and city of Grand Island staff.

In June of 2004 the Hall County Regional Planning Commission reviewed the regulations in their entirety in Grand Island City Code format. They held a public hearing, no members of the public spoke at the hearing or brought any concerns about the new regulations. The Planning Commission recommended that the City Council adopt the regulations.

Discussion

The updated regulations are not significantly different from subdivision regulations currently in place for Grand Island. Definitions have been modernized. No changes were made or recommended for the development standards of the City. The subdivision regulations have been modified with updated definitions and a requirement that final plats

need to be tied into three approved known points, and a requirement for submission of final plats in electronic format with specified layers.

The document has been reformatted and is in city code format. It will replace the current version of chapter 32 and go into effect August 1, 2004 if adopted by council.

Alternatives

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

1. Approve the subdivision regulations as presented.
2. Discuss the proposed regulation and direct staff to make specific modifications to the subdivision regulations and bring the modified regulations forward for approval at a future date.
3. Discuss the proposed subdivision regulations and direct staff to make specific modifications to the regulations and send the modified regulations back to the planning commission for a new hearing and recommendation.

Recommendation

City Administration recommends that the Council approve the proposed subdivision regulations as presented.

June 3, 2004

Honorable Jay Vavricek, Mayor
And Members of the Council
City Hall 100 E. 1st Street
Grand Island, NE 68801

Dear Members of the Council:

RE: ZONING REGULATIONS, SUBDIVISION REGULATIONS.

At the meeting of the Regional Planning Commission, held June 2, 2004, a public hearing regarding the regulations was held and the above items were considered .

No members of the public spoke at the public hearing.

After discussion of the proposed changes a motion was made by Miller and seconded by Ruge to **approve** and recommend that the Grand Island City Council **approve** the Zoning and Subdivision Regulations, and Official Zoning Map as presented.

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

Yours truly,

Chad Nabity AICP
Planning Director



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item E2

**Public Hearing Concerning the City's Proposed Zoning
Regulations and Revised Zoning Map**

Staff Contact: Chad Nabitv

Council Agenda Memo

From: Chad Nabity AICP
Hall County Regional Planning Director

Meeting: July 13, 2004

Subject: Zoning Regulations

Item #'s: E-2 & F-5

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

Background

In March of 2002 the Hall County Regional Planning Department began working with JEO Consulting Inc. of Wahoo Nebraska to update the comprehensive development plans, zoning and subdivision regulations for Grand Island, Hall County, Wood River, Alda, Doniphan and Cairo.

The process for Grand Island, over the course of the last two years, included four town hall meetings, eight subcommittees that comprised of over 130 citizens suggesting goals, objectives and policies for their committee, as well as monthly meetings with a steering committee. The steering committee was made up of more than 25 citizens and city of Grand Island staff.

In March of 2004 the new plan and regulations were submitted to the Grand Island City Council for approval. After testimony by citizens council directed staff to make some changes to the Transitional Agriculture zone regarding livestock and send the regulations back to the planning commission.

In June of 2004 the Hall County Regional Planning Commission reviewed the changes to the proposed regulations and the regulations in their entirety in Grand Island City Code format. They held a public hearing, no members of the public spoke at the hearing or brought any concerns about the new regulations and map forward. The Planning Commission recommended that the City Council adopt the regulations.

Discussion

The Comprehensive Plan and updated regulations are not significantly different from the plan and regulations currently in place for Grand Island. Definitions have been modernized and language in some of the districts has been clarified to make it consistent with interpretation and enforcement of the current regulations.

Per instructions from the Grand Island City Council the TA Transitional Agriculture district has been modified regarding animal agriculture in the is zoning district.

The proposed regulations still allow animal agriculture in the TA Transitional Agriculture district but will limit it as follows:

The raising of livestock up to 300 animals as defined in Section 5-18 of this code provided that the owner has one-half (1/2) acre for each animal, and provided that the shelters, pens, enclosures for such animals are located no closer than 300 feet to a neighboring residential structure. The acres used for calculating the maximum number of animals must be capable of supporting pasture for grazing said animal.

This is a merger of what would be allowed farther out in the jurisdiction in the AG1 and AG2 Agricultural Zones and what we allow within the city limits. These changes are designed to address the concerns expressed by Council and the community at the meeting in March.

The document has been reformatted and is in city code format. It will replace the current version of chapter 36 and go into effect August 1, 2004 if adopted by council. We have expanded the TA zone to include areas around all of the outlying residential. This will provide a buffer for any of our outlying residential uses from intensive animal agriculture.

All other changes since March were in formatting and clarification to avoid contradictions with other parts of City Code. These changes have been reviewed and recommended for approval by the Hall County Regional Planning Commission.

Alternatives

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

1. Approve the zoning regulations as presented.
2. Discuss the proposed regulation and direct staff to make specific modifications to the zoning regulations and bring the modified regulations forward for approval at a future date.

3. Discuss the proposed plan and regulation and direct staff to make specific modifications to the regulations and send the modified regulations back to the planning commission for a new hearing and recommendation.

Recommendation

City Administration recommends that the Council approve the proposed regulations as presented.

Section 36-60 from Proposed Chapter 36 of Grand Island City Code

§36-60. (TA) Transitional Agriculture Zone

Intent: To provide for a transition from rural to urban uses, and is generally located on the fringe of the urban area. This zoning district permits both farm and non-farm dwellings at a maximum density of two dwelling units per acre, as well as other open space and recreational activities. The intent of the zoning district also would allow the raising of livestock to a limit and within certain density requirements.

(A) Permitted Principal Uses. The following principal uses are permitted in the (TA) Transitional Agriculture Zoning District.

- (1) Dwelling units
- (2) Raising of field crops, and horticulture
- (3) Country clubs as defined in §36-8 of this chapter
- (4) Recreational camps, public parks, and recreational areas
- (5) Greenhouses and the raising of trees and nursery stock
- (6) Utility substations necessary to the functioning of the utility (but not including general business offices, maintenance facilities) when located according to the yard space rules set forth in this section for dwellings and having a ten foot landscaped or masonry barrier on all sides. Buildings shall be of such exterior design as to harmonize with nearby properties. Installation shall not be subject to minimum area or width regulations.
- (7) Railway right-of-way, but not including railway yards or facilities
- (8) The raising of live stock up to 300 animals as defined in Section 5-18 of this code provided that the has one-half (1/2) acre for each animal, and provided that the shelters, pens, enclosures for such animals are located no closer than 300 feet to a neighboring residential structure. The acres used for calculating the maximum number of animals must be capable of supporting pasture for grazing said animal.**
- (9) All other Permitted Principal Uses indicated as permitted within the Zoning Matrix [Attachment A hereto]

(B) Conditional Uses: The following uses are subject to any conditions listed in this chapter and are subject to conditions relating to the placement of said use on a specific tract of ground in the (TA) Transitional Agriculture Zoning District.

- (1) Cemeteries, memorial parks, crematories, mausoleums, and columbariums
- (2) Commercial mines, quarries, sand and gravel pits and accessory uses
- (3) Public and quasi-public buildings and uses of an administrative, educational, religious, cultural, or public service facility, but not including hospitals, sanitoriums or corrective institutions
- (4) Riding academies
- (5) Recreational Vehicle Parks
- (6) Preschools, nursery schools, day care centers, children's homes, and similar facilities
- (7) Towers
- (8) Veterinary clinics and animal hospitals
- (9) All other Conditional Uses indicated as conditional within the Zoning Matrix [Attachment A hereto]

(C) Permitted Accessory Uses:

- (1) Living quarters for persons regularly employed on the premises but not including labor camps or dwellings for transient labor
- (2) Guest building
- (3) Customary home occupations
- (4) Buildings, corrals, stables or pens in conjunction with the permitted uses
- (5) Buildings for the display and sale of products grown or raised on the premises, provided, the floor area does not exceed 500 square feet
- (6) Offices incidental to and necessary for a permitted use
- (7) Other buildings and uses accessory to the permitted principal uses

(D) Space Limitations:

Uses		Minimum Setbacks						
		A	B	C	D	E		
	Minimum Parcel Area (acres)	Minimum Lot Width (feet)	Front Yard (feet)	Rear Yard (feet)	Side Yard (feet)	Street Side Yard (feet)	Maximum Ground Coverage	Maximum Building Height (feet)
Permitted Uses	20	100	30	25	15	20	20%	-
Conditional Uses	20	100	30	25	15	20	20%	-

(E) Miscellaneous Provisions:

- (1) Supplementary regulations shall be complied with as defined herein
- (2) Only one principal building shall be permitted on one zoning lot except as otherwise provided herein
- (3) The following requirements are allowed in specific situations within the jurisdiction of Grand Island:
 - (i) Any person or persons who:
 - (1) owns a tract of 80 acres or more may sell one tract per 80 acres for a single family dwelling, providing such sale has not been previously exercised on the large tract; and/or
 - (2) owns an existing ranch or farm dwelling that is ten years old or more may sell a tract containing such dwelling;
 - (3) providing the following space limitations are complied with:

		Setbacks				
Min Lot Area (sq. ft.)	Min. Lot Width (feet)	Front Yard (feet)	Rear Yard (feet)	Side Yard (feet)	Max. Lot Coverage	Max. Building Height (feet)
20,000	100	30	25	15	25%	35 ¹

¹ for structures intended for human occupancy, all others no restrictions.

Planning Commission Agenda Memo

From: Chad Nabity AICP

Meeting: June 2, 2004

Subject: New Zoning and Subdivision Regulations and Zoning Map

Item #'s: 4

Presenter(s): Chad Nabity, Regional Planning Director

Background

In February of 2004, the Regional Planning Commission recommended that the Grand Island City Council adopt new zoning and subdivision regulations and a new zoning map as presented by staff and JEO Consulting Inc. Council held a hearing on the new regulations and directed staff to send them back to planning commission with some changes to the regulations and zoning map. One suggested change included extension of the Transitional Agriculture (TA) District around residential areas. Another request was to change the way animals are dealt with on farm properties in the TA District. Other changes included map corrections.

Staff has made the requested changes to the zoning regulations and is presenting these regulations in Grand Island City Code format.

Discussion

Enclosed you will find a complete copy of the zoning and subdivision regulations and the new proposed zoning map. The consultants and staff have extended the TA zoning district around residential areas throughout the jurisdiction and made corrections to the map.

Language changes have been made to the TA district involving raising animals on farm ground in those districts. Staff has attempted to provide for a transition from the AG1 and AG2 agricultural districts (allowing more intensive agricultural uses including confined feeding) into the animal regulations that are in effect for properties in the municipal limits of Grand Island (allowing animals but not at a scale that could be considered confined feeding). These limitations allow a maximum of 300 animals on a farm based on the amount and character of the property owned, (1 animal per ½ acre of

property capable of supporting pasture for grazing). All pens and enclosures would have to be located at least 300 feet from a neighboring residence. This would impact new operations but would not impact those operations already in existence.

There are a number of hand written notes and strikeouts throughout the proposed code. These notes and strikeouts will be incorporated into the final version of the code to be sent to City Council. Planning Commission should review these changes and feel free comment on any these changes. Staff from the legal, planning, building and public works departments have spent a great deal of time reviewing the proposed regulations to minimize conflicts within the Grand Island code.

Alternatives

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

1. Recommend that Council Approve the regulations and map as presented
2. Recommend that Council Disapprove or /Deny the proposed regulations and map
3. Recommend that Council approve the proposed regulations and map to meet with suggested modifications
4. Table the issue

Recommendation

Planning Commission staff recommends that the Commission recommend approval of the regulations and map as presented.

Sample Motion

Move to recommend that the Grand Island City Council approve the regulations and map as presented.



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item E3

Public Hearing on Request of Myriam Ramos dba Latin American Grocery Store, 602 West 4th Street for a Class "D" Liquor License

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: July 13, 2004

Subject: Public Hearing on Request of Myriam Ramos dba Latin American Grocery Store, 602 West 4th Street for a Class “D” Liquor License

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

Presenter(s): RaNae Edwards, City Clerk

Background

Myriam Ramos dba Latin American Grocery Store located at 602 West 4th Street has submitted an application with the City Clerk’s Office for a Class “D” Liquor License. The application for the Class “D” Liquor License has been filed with the Liquor Control Commission and received by the City on June 14, 2004. A Class “D” Liquor License allows for the sale of alcoholic beverages off sale only within the corporation limits of the city.

Discussion

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all licenses. This application has been reviewed by the Building, Fire, Health, and Police Departments. There have been several building and safety code violations for this business, as referred to in the attached letter to Latin American Grocery Store from the Building Department Director.

Alternatives

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

1. Approve the request of Myriam Ramos dba Latin American Grocery Store for a Class “D” Liquor License.
2. Disapprove or /Deny the request.

3. Forward to the Nebraska Liquor Control Commission with no recommendation.
4. Table the issue.

Recommendation

City Administration recommends that the Council deny this request as set out in the attached letter from the Building Department.

Sample Motion

Deny the request of Myriam Ramos dba Latin American Grocery Store, 602 West 4th Street for a Class “D” Liquor License.



*Working Together for a
Better Tomorrow. Today.*

July 2, 2004

Latin American Grocery Store
Attn: Myriam Ramos
602 West 4th Street
Grand Island, NE. 68801

RE: Request for Liquor License at 602 West 4th Street

Dear Ms. Ramos,

On June 29, 2004 a walk through inspection was made at the above referenced property to verify compliance with building and safety codes. Based upon that inspection and existing and ongoing code violations of the electrical and plumbing codes a recommendation to deny your request for a liquor license will be forwarded to the City Council.

A permit was issued to construct an apartment in the building on February 10, 2003 and of this writing that construction appears to be completed and occupied without all of the required inspections being completed. Additionally, a meat counter has been installed in the back partition of the building complete with a hand sink and a three compartment sink installed without any permits, licensed plumbers, and in violation of plumbing codes. The permit mentioned above for the construction of the apartment was also issued after an inspection had revealed you had begun construction and installed a dwelling unit in the building in violation of city codes.

This letter is to inform you that a favorable recommendation on your request for a liquor license will not be forwarded from this office and request that the existing code violation be corrected. Either obtain the required permits and inspection or remove the newly constructed meat counters and plumbing within thirty days or by August 6, 2004.

If you have any questions, comments, or need any additional information please contact me.

Sincerely


Craig A. Lewis
Building Department Director
385-5325



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item E4

Public Hearing on Request of We Aim to Please, Inc., dba We Aim to Please You, 700 East Stolley Park Road for a Class "CK" Catering Liquor License

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: July 13, 2004

Subject: Public Hearing on Request of We Aim to Please, Inc. dba We Aim to Please You, 700 East Stolley Park Road for a Class “CK” Catering Liquor License.

Item #'s: E-4 & G-4

Presenter(s): RaNae Edwards, City Clerk

Background

We Aim to Please, Inc. dba We Aim to Please You located at 700 East Stolley Park Road has submitted an application with the City Clerk’s Office for a Class “CK” Catering Liquor License. The application for the Class “CK” Catering Liquor License has been filed with the Liquor Control Commission and received by the City on June 15, 2004. A Class “CK” Liquor License allows for the sale of alcoholic beverages on and off sale only within the corporate limits of the city. This license will replace Liquor License “CK-57251” for Heartland Catering, Inc., 700 East Stolley Park Road.

Discussion

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all licenses. This application has been reviewed by the Building, Fire, Health, and Police Departments.

Alternatives

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

1. Approve the request of We Aim to Please You, 700 East Stolley Park Road for a Class “CK” Catering Liquor License.
2. Disapprove or /Deny the request.
3. Forward to the Nebraska Liquor Control Commission with no recommendation.

4. Table the issue.

Recommendation

City Administration recommends that the Council approve this request.

Sample Motion

Approve the request of We Aim to Please, Inc. dba We Aim to Please You, 700 East Stolley Park Road for a Class “CK” Catering Liquor License.



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item E5

**Public Hearing on Request of AYR, Inc. dba El Toro Mexican
Restaurant, 3425 West State Street for Addition to Class "I-61118"
Liquor License**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: July 13, 2004

Subject: Public Hearing on Request of AYR, Inc. dba El Toro Mexican Restaurant, 3425 West State Street for Addition to Class "I-61118" Liquor License.

Item #'s: E-5 & G-6

Presenter(s): RaNae Edwards, City Clerk

Background

AYR, Inc. dba El Toro Mexican Restaurant located at 3425 West State Street has submitted an application with the City Clerk's Office for an addition to their Class "I-61118" Liquor. The application for the addition to their Class "I-61118" Liquor License has been filed with the Liquor Control Commission and received by the City on June 15, 2004. Their request is to add an 8' x 32' addition to the east side and an 8' x 36' addition to the north side of their business.

Discussion

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all licenses. This application has been reviewed by the Building, Fire, Health, and Police Departments.

Alternatives

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

1. Approve the request for AYR, Inc. dba El Toro Mexican Restaurant, 3425 West State Street for an addition to their Class "I-61118" Liquor License.
2. Disapprove or /Deny the request.
3. Forward to the Nebraska Liquor Control Commission with no recommendation.
4. Table the issue.

Recommendation

City Administration recommends that the Council approve this request.

Sample Motion

Approve the request of AYR, Inc. dba El Toro Mexican Restaurant, 3425 West State Street for an addition to their Class "I-61118" Liquor License.



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item E6

**Public Hearing on Acquisition of Utility Easement Located East of
Independence Avenue and North of Utah Avenue - Calvary
Assembly of God**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: July 13, 2004

Subject: Acquisition of Utility Easement – East of Independence Avenue, north of Utah Avenue – Calvary Assembly of God

Item #'s: E-6 & G-10

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

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of the Calvary Assembly of God, located east of Independence Avenue, north of Utah Avenue, in the City Of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used to locate underground high-voltage electrical cable and a pad-mounted transformer to serve the new church.

Alternatives

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

1. Approve the acquisition of the easement
2. Disapprove or /Deny the easement
3. Modify the request to meet the wishes of the Council
4. Table the issue

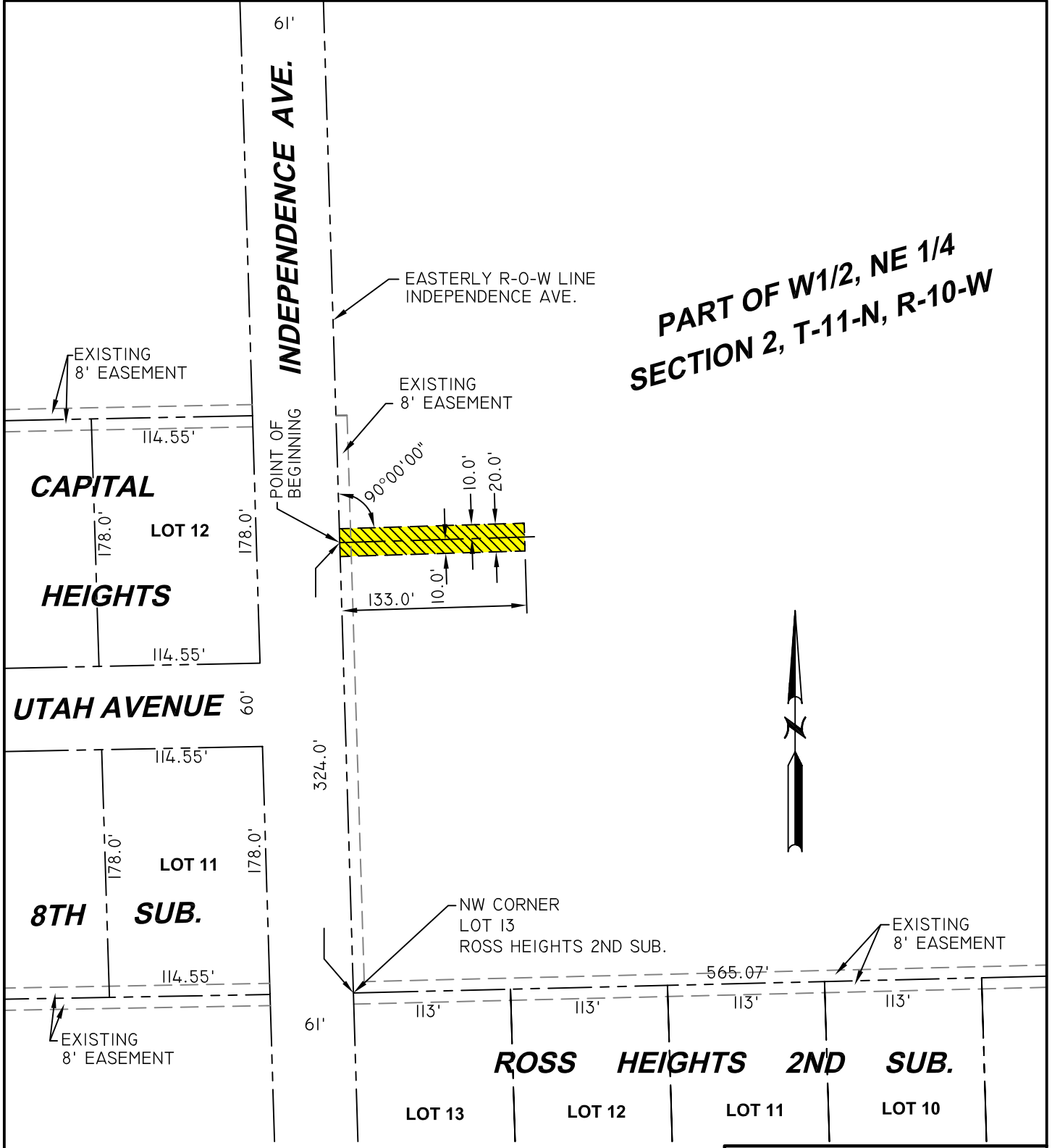
Recommendation

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


Sample Motion

Approve the acquisition of the Utility Easement.

**PART OF W1/2, NE 1/4
SECTION 2, T-11-N, R-10-W**



LEGEND

 INDICATES 20' WIDE
UTILITY EASEMENT

 <p>CITY OF GRAND ISLAND UTILITIES DEPARTMENT</p>	
<p>EXHIBIT "A"</p>	
<p>DRN BY: K.J.M.</p>	<p>SCALE: 1"= 100'</p>
<p>DATE: 6/25/2004</p>	<p>FILE: SEC 2.11.10</p>



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item E7

**Public Hearing on Acquisition of Utility Easement Located North
of Bismark Road, East of Stuhr Road - Nienhueser**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: July 13, 2004

Subject: Acquisition of Utility Easement – North of Bismark Road, East of Stuhr Road - Nienhueser

Item #'s: E-7 & G-11

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

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Margaret A. and Kenneth Nienhueser, located north of Bismark Road, and east of Stuhr Road, in Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used to construct an overhead power line to serve the property. All of the surrounding area is served overhead.

Alternatives

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

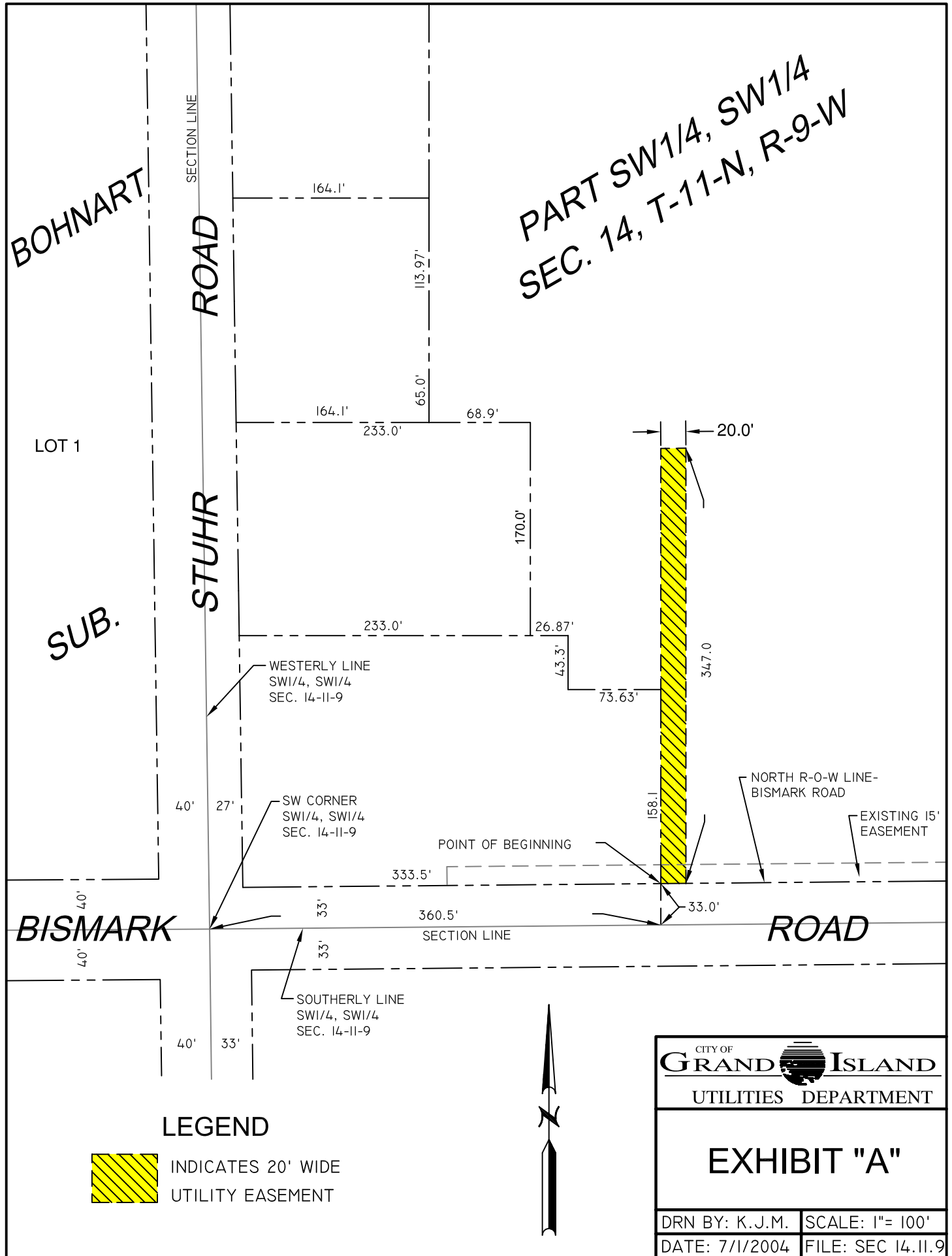
1. Approve the acquisition of the easement
2. Disapprove or /Deny the easement
3. Modify the request to meet the wishes of the Council
4. Table the issue

Recommendation

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

Sample Motion

Approve the acquisition of the Utility Easement.





City of Grand Island

Tuesday, July 13, 2004

Council Session

Item F1

**#8915 - Consideration of Creation of Street Improvement District
No. 1254; Dale Roush Subdivision (Indian Acres)**

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

Council Agenda Memo

From: Steven P. Riehle, P.E., Director of Public Works

Meeting: July 13, 2004

Subject: Consideration of Creation of Street Improvement District No. 1254; Dale Roush and Dale Roush 2nd Subdivisions (Indian Acres)

Item #'s: F-1

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

Background

Council action is needed to create a Street Improvement District. A petition was received from residents requesting the creation of a Street Improvement District within Indian Acres. However, City staff recommended that a sanitary sewer district be created and passed before creating a paving district. On April 13, 2004 the City Council created Sanitary Sewer District 515, within the Dale Roush and Dale Roush 2nd Subdivisions (Indian Acres). The district passed and was approved for continuation at the June 8, 2004 council meeting.

As a result of the creation and continuation of Sanitary Sewer District 515, City staff will proceed with the request to create a paving district within the above named subdivisions. Arapahoe Avenue, Cherokee Avenue, Sioux Avenue, Dakota Avenue, Cheyenne Road, Comanche Avenue, Pawnee Place and Navajo Drive will be included in the District. If the District is created, a notice will be mailed to all affected property owners and a 20-day protest period will begin. The City will bid, construct, and levy special assessments for the work if the district passes the protest period. Special assessments would be levied to each property in the district.

Discussion

All streets that are included in the District are currently gravel roads. The residents have petitioned for the construction of an asphalt roadway in lieu of a concrete curb and gutter street.

A Resolution, approved by Council on April 20, 1992, allows gravel roads to be hard paved without curb and gutter if the segment of the road is surrounded by unpaved roads or by paved roads without curb, gutter, or storm sewer. Because Old Potash HWY is an asphalt roadway without curb and gutter and the other streets in the area are gravel the streets in the proposed district meet the conditions of this Resolution. The asphalt roadway in this district would be 24 feet wide.

Alternatives

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

1. Approve the creation of Street Improvement District 1254.
2. Disapprove or/Deny the creation of the district.
3. Modify the request to meet the wishes of the Council.
4. Table the issue.

Recommendation

City Administration recommends that the Council approve the creation of Street Improvement District 1254.

Sample Motion

Move to approve the creation of Street Improvement District 1254.

WESTWOOD
PARK FOURTH
SUB.

WESTWOOD
PARK SIXTH
SUB.

REDWOOD
FAIDLEY AVENUE
ROAD

PART N.W. 1/4,
S.E. 1/4
SECTION 14-11-10

PART S.W. 1/4,
S.E. 1/4
SECTION 14-11-10

PART S.E. 1/4,
N.W. 1/4
SECTION 14-11-10

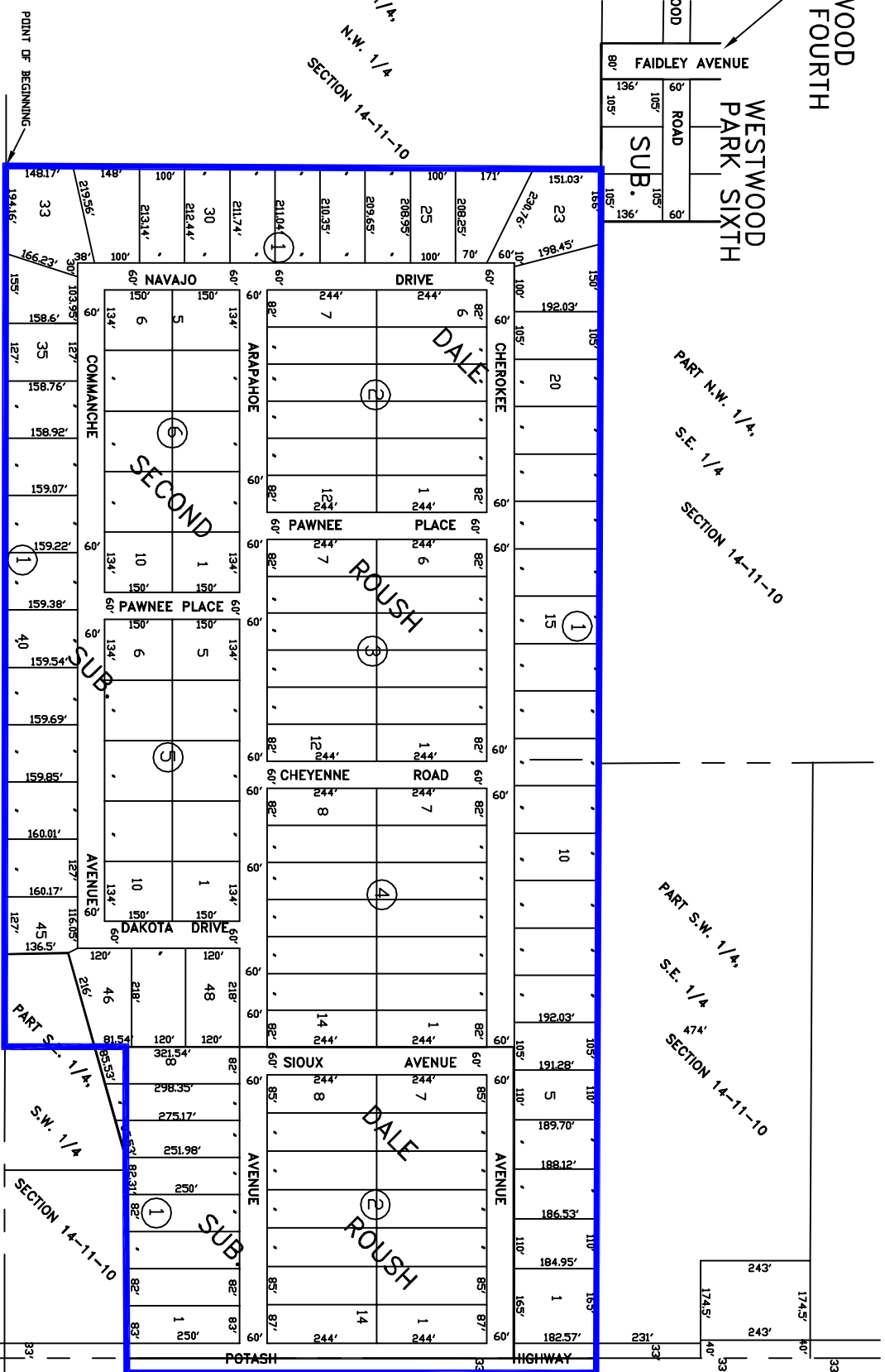


EXHIBIT "A"

GRAND ISLAND
PUBLIC WORKS DEPARTMENT

PLAT TO ACCOMPANY ORDINANCE
NO. 8915

STREET IMPROVEMENT DISTRICT 1254

SCALE 1" = 200' L.D.C. 4/15/04

• This Space Reserved for Register of Deeds •

ORDINANCE NO. 8915

An ordinance to create Street Improvement District No. 1254 for Dale Roush Subdivision and Dale Roush Second Subdivision (Indian Acres); to define the boundaries of the district; to provide for the improvement of a street within the district by paving, curbing, guttering, storm drainage, sidewalks, and other incidental work in connection therewith; to provide for the filing of this ordinance with the Hall County Register of Deeds; and to provide the publication and effective date of this ordinance.

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

SECTION 1. Street Improvement District No. 1254 in the City of Grand Island, Nebraska, is hereby created.

SECTION 2. The boundaries of the district shall be as follows:

Beginning at the northwest corner of Lot Thirty Three (33), Block One (1), Dale Roush Second Subdivision; thence east on the north line of Dale Roush Second Subdivision to the northeast corner of Lot Twenty Three (23) Dale Roush Second Subdivision; thence south on the east line of Dale Roush Second Subdivision and a prolongation thereof to a point Thirty Three (33.0) feet south of the south line of Section 14-11-10; thence west on a line Thirty Three (33.0) feet south of and

Approved as to Form	☐ _____
July 8, 2004	☐ City Attorney

ORDINANCE NO. 8915 (Cont.)

parallel to the south line of Section 14-11-10 to a point where a prolongation of the west line of Block One (1) Dale Roush Subdivision intersects; thence north on said prolongation and the west line of Lots One (1), Two (2), Three (3), and Four (4), Block One (1) to a point on the south line of Lot Forty Six (46), Block One (1) Dale Roush Second Subdivision; thence west on the south line of Lot Forty Six (46), Block One (1) Dale Roush Second Subdivision and a prolongation thereof to the west line of the Southeast Quarter of the Southwest Quarter (SE1/4, SW1/4) of Section 14-11-10; thence north on said west line of the Southeast Quarter of the Southwest Quarter (SE1/4, SW1/4) of Section 14-11-10 and the west line of Dale Roush Second Subdivision to the point of beginning, as shown on the plat dated April 15, 2004, marked Exhibit 'A', attached hereto and incorporated herein by reference.

SECTION 3. The following streets in the district shall be improved by paving and other incidental work in connection therewith:

Commanche Avenue from Dakota Drive to Navajo Drive; Arapahoe Avenue from Old Potash Highway to Navajo Drive; Cherokee Avenue from Old Potash Highway to Navajo Drive; Navajo Drive from Commanche Avenue to Cherokee Avenue; Pawnee Place from Commanche Avenue to Cherokee Avenue; Cheyenne Road from Arapahoe Avenue to Cherokee Avenue; Dakota Drive from Commanche Avenue to Arapahoe Avenue, and Sioux Avenue from Arapahoe Avenue to Cherokee Avenue, all in the City of Grand Island, Hall County, Nebraska.

Said improvements shall be made in accordance with plans and specifications approved by the Engineer for the City of Grand Island.

SECTION 4. All improvements shall be made at public cost, but the cost thereof shall be assessed upon the lots and lands in the district specially benefited thereby as provided by law.

SECTION 5. This ordinance, with the plat, is hereby directed to be filed in the office of the Register of Deeds, Hall County, Nebraska.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication, without the plat, as provided by law.

ORDINANCE NO. 8915 (Cont.)

SECTION 7. After passage, approval and publication of this ordinance, without the plat, notice of the creation of said district shall be published in the Grand Island Independent, a legal newspaper published and of general circulation in said City, as provided by law.

Enacted: July 13, 2004.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item F2

**#8919 - Consideration of Assessments for Street Improvement
District 1243, Downtown Alley North of 3rd Street from Elm Street
to Cleburn Street**

This item relates to the aforementioned Board of Equalization Item D-1.

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

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 8919

An ordinance to assess and levy a special tax to pay the cost of construction of Street Improvement District No. 1243 of the City of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provision of the Grand Island City Code, ordinances, and parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts and parcels of land specially benefited, for the purpose of paying the cost of construction of said Street Improvement District No. 1243 located in the downtown alley of Third Street between Elm Street and Cleburn Street, as adjudged by the Council of said City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such improvement, after due notice having been given thereof as provided by law; and a special tax for such cost of construction is hereby levied at one time upon such lots, tracts and land as follows:

Approved as to Form	<input type="checkbox"/> _____
July 8, 2004	<input type="checkbox"/> City Attorney

ORDINANCE NO. 8919 (Cont.)

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
CKP LLC	Lot 1, Block 60, Original Town	1,200.58
CKP LLC	Lot 2, Block 60, Original Town	6,681.74
CKP LLC	Lot 3, Block 60, Original Town	1,200.58
William & Beverly Livengood	Lot 4, Block 60, Original Town	2,078.38
618 West 3 rd Street LLC	Lot 5, Block 60, Original Town	1,200.58
618 West 3 rd Street LLC	Lot 6, Block 60, Original Town	3,061.91
DOAX Investment Co.	Lot 7, Block 60, Original Town	1,880.38
DOAX Investment Co.	Lot 8, Block 60, Original Town	2,840.69
TOTAL		\$20,144.84

SECTION 2. The special tax shall become delinquent as follows: One-tenth of the total amount shall become delinquent in fifty days; one-tenth in one year; one-tenth in two years; one-tenth in three years; one-tenth in four years, one-tenth in five years; one-tenth in six years; one-tenth in seven years; one-tenth in eight years; and one-tenth in nine years respectively, after the date of such levy; provided, however, the entire amount so assessed and levied against any lot, tract or parcel of land may be paid within fifty days from the date of this levy without interest, and the lien of special tax thereby satisfied and released. Each of said installments, except the first, shall draw interest at the rate of seven percent (7.0%) per annum from the time of such levy until they shall become delinquent. After the same become delinquent, interest at the rate of fourteen percent (14.0%) per annum shall be paid thereon, until the same is collected and paid.

SECTION 3. The treasurer of the City of Grand Island, Nebraska, is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "Paving District Assessment Fund" for Street Improvement District No. 1243.

ORDINANCE NO. 8919 (Cont.)

SECTION 5. Any provision of the Grand Island City Code, and any provision of any ordinance, or part of ordinance, in conflict herewith is hereby repealed.

SECTION 6. 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: July 13, 2004.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item F3

**#8920 - Consideration of Assessments for Street Improvement
District 1245, James Road Located North of Husker HWY**

This item relates to the aforementioned Board of Equalization Item D-2.

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

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 8920

An ordinance to assess and levy a special tax to pay the cost of construction of Street Improvement District No. 1245 of the City of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provision of the Grand Island City Code, ordinances, and parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts and parcels of land specially benefited, for the purpose of paying the cost of construction of said Street Improvement District No. 1245 located in James Road north of Husker Highway, as adjudged by the Council of said City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such improvement, after due notice having been given thereof as provided by law; and a special tax for such cost of construction is hereby levied at one time upon such lots, tracts and land as follows:

Approved as to Form	<input type="checkbox"/> _____
July 8, 2004	<input type="checkbox"/> City Attorney

ORDINANCE NO. 8920 (Cont.)

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Pedcor Investments, LLC	East 300 feet of Lot 1, Pedcor Subdivision	53,619.97
Pedcor Investments, LLC	Lot 2, Pedcor Subdivision	29,045.73
Pedcor Investments, LLC	East 300 feet of South 279.89 feet of Lot 3, Pedcor Subdivision	28,279.20
TOTAL		\$110,944.90

SECTION 2. The special tax shall become delinquent as follows: One-tenth of the total amount shall become delinquent in fifty days; one-tenth in one year; one-tenth in two years; one-tenth in three years; one-tenth in four years, one-tenth in five years; one-tenth in six years; one-tenth in seven years; one-tenth in eight years; and one-tenth in nine years respectively, after the date of such levy; provided, however, the entire amount so assessed and levied against any lot, tract or parcel of land may be paid within fifty days from the date of this levy without interest, and the lien of special tax thereby satisfied and released. Each of said installments, except the first, shall draw interest at the rate of seven percent (7.0%) per annum from the time of such levy until they shall become delinquent. After the same become delinquent, interest at the rate of fourteen percent (14.0%) per annum shall be paid thereon, until the same is collected and paid.

SECTION 3. The treasurer of the City of Grand Island, Nebraska, is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "Paving District Assessment Fund" for Street Improvement District No. 1245.

SECTION 5. Any provision of the Grand Island City Code, and any provision of any ordinance, or part of ordinance, in conflict herewith is hereby repealed.

ORDINANCE NO. 8920 (Cont.)

SECTION 6. 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: July 13, 2004.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item F4

#8921 - Consideration of Amending Chapter 33 of the Grand Island City Code Relative to Subdivision Regulations

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

Staff Contact: Chad Nabity

Electronic Subdivision Requirements

Layer Name	Description	Font Size
Subdivision Boundary	The outer boundary of the subdivision	
Existing Easement	Easements dedicated prior to this plat	
New Easements	Easements dedicated with this plat	
Section Line	Section and quarter section lines	
Lot Line	New lot lines	
Measurement	Distances, angles, bearings	0.1
Subdivision Name	Subdivision Name	0.5
	Governing Body	0.3
	Surveyor	0.15
Street Name	Street names	0.25
Lot Number	Lot numbers	0.2
Block Number	Block numbers	0.2
Text	Certificates	0.2
	Dedications	0.1
Adjacent Property	Surrounding property lines, subdivision, lot number, block number, unplatted ground, rights-of-way, easements	

ORDINANCE NO. 8921

An ordinance to amend Chapter 33 of the Grand Island City Code; to amend Sections 33-1, 33-7, 33-8, 33-9, and 33-14 pertaining to subdivision regulations; to add Addendum "A" to Chapter 33 of the Grand Island City Code; to repeal Sections 33-1, 33-7, 33-8, 33-9, and 33-14 as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 33-1 of the Grand Island City Code is hereby amended to read as follows:

§33-1. Definitions

Applicant shall mean the titleholder of record, his agent, or a person holding a notarized letter authorizing the person to represent the legal owner of the property, or an appropriate purchase agreement.

Alley shall mean a minor public service street or public thoroughfare 20 feet or less in width, through a block of lots primarily for vehicular service access to the rear or side of properties otherwise abutting on another street and to provide access to utility services located therein. Buildings facing an alley shall not be construed as satisfying the requirements of this code related to frontage on a dedicated street.

Block shall mean a parcel of land platted into lots and bounded by public streets or by waterways, right-of-ways, unplatted land, City-County boundaries, or adjoining property lines.

Bond shall mean any form of security including a cash deposit, security bond, or instrument of credit in an amount and form satisfactory to the City Council which meets the intent of such security required by this chapter.

Boundary Adjustment shall mean the transfer of property by deed to a respective owner or owners of contiguous property for the purpose of adjusting a boundary line and not for the purpose of creating an additional lot or parcel.

Building Line shall mean a line parallel, or nearly parallel, to the street line at a specified distance from the street line which marks the minimum setback distance a building may be erected. In the case of a cul-de-sac, the building line shall be measured around the curvature of the street line and shall be located at the required front yard setback where the lot width shall meet the minimum lot width required in the zoning district.

Chief Building Official(s) shall mean the individual(s) appointed and/or employed by the City to enforce the prescribed and adopted building codes for the City.

City shall mean the City of Grand Island, Nebraska. Also, City Council or governing body.

City Council shall mean the governing body for the City of Grand Island, Nebraska.

City Engineer shall mean the City Engineer of the City of Grand Island utilized for the recommendation, advice, and implementation of engineering work as requested by the City or such other engineer as the City may assign in the particular matter.

Clerk shall mean the City Clerk of the City of Grand Island, Nebraska.

Comprehensive Development Plan shall mean the master plan for the improvement and development of Grand Island, Nebraska, as adopted by the Hall County Regional Planning Commission and the City in accordance with the laws of the State of Nebraska and the ordinances of Grand Island.

County Control Point shall mean any point identified as such within the Grand Island/Hall County Geographic Information System (GIS) by the GIS Committee. County control points may include but are not limited to township corners, section corners, quarter section corners, subdivision corners, and block corners.

ORDINANCE NO. 8921 (Cont.)

Cul-de-Sac shall mean a short public way that has only one outlet for vehicular traffic and terminates in a vehicular turn-around.

Dead End Street shall mean a public way that has only one outlet for vehicular traffic and does not terminate in a vehicular turn-around.

Dedication shall mean the intentional appropriation of land by the owner to some public use.

Developer see "Subdivider".

Easement shall mean a right to use a parcel of land, granted to the general public, utility, corporation or person(s) for a specific purpose or purposes.

Flood Plain shall mean any land area susceptible to being inundated by water from any source (see also definition of "flooding" in §36-128).

Floodway shall mean the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Frontage Road shall mean minor streets parallel to and adjacent to arterial streets and highways, which reduce the number of access points to the arterial street or highway for the purpose of increased traffic safety.

Grading Plan shall mean a drawing of a proposed subdivision with plans and specifications for grading which is intended to represent the layout which will be approved for construction by the Planning Commission and the City Council.

Hall County Regional Planning Commission shall mean the Hall County Regional Planning Commission of Grand Island, Nebraska.

Improvements shall mean street grading, street surfacing and paving, curbs and gutters, street lights, street signs, sidewalks, crosswalks, water mains and lines, water meters, fire hydrants, sanitary sewers, storm drainage facilities, culverts, bridges, public utilities, or other such installation as designated by the City Council or its specific approving authority.

Landscaped shall mean landscaping improvements which include but are not limited to screen plantings, lawn area, pools, trees, shrubs, fences, and walls. Crushed rock, gravel, bark chips, etc., shall not substitute for lawn area. Landscaping shall be provided within two years of issuance of occupancy permit for the principal structure on each lot, and thereafter be properly maintained.

Lot shall mean a parcel, tract or area of land created in conformance with this chapter that may be separately owned, used, developed or built upon.

Lot Consolidation shall mean a method for approval of lot boundary adjustments which reduces the number of lots to not greater than two.

Lot, Corner shall mean a lot located at the intersection of two (2) or more streets at an angle of not more than one hundred thirty-five (135) degrees. If the angle is greater than one hundred thirty-five (135) degrees, the lot shall be considered an "interior lot".

Lot, Depth of shall mean the mean horizontal distance between the front and rear lot lines. Corner lots shall provide at least one dimension equal to the required lot depth prescribed in the affected zoning district.

Lot, Double Frontage shall mean a lot having a frontage of two non-intersecting streets.

Lot, Flag shall mean a lot with frontage and access provided to the bulk of the lot by means of a narrow corridor. The measurement of the actual lot frontage shall be made along the widest portion of the lot along the line parallel to the street.

Lot, Frontage shall mean that portion of a lot abutting a street. For purposes of determining yard requirements of corner lots and through lots, all sides of a lot abutting a street shall be considered frontage.

Lot, Interior shall mean a lot other than a corner lot.

Lot Line shall mean the boundary line of a lot.

Lot Minimum Area shall mean the minimum square footage of land area within the boundaries of the platted lot lines, as applicable to designated zoning districts.

Lot, Nonconforming shall mean a lot having less area or dimension than that required in the district in which it is located and which was lawfully created prior to the zoning thereof whereby the larger area or dimension requirements were established, or any lot, other than one shown on a plat recorded in the office of the Hall County Register of Deeds, which does not abut a public road or public road right-of-way and which was lawfully created.

Lot, Platted shall mean a lot which is part of a subdivision of the plat of which, or the appropriate permit for which, has been legally approved by the City and recorded in the office of the Register of Deeds for Hall County.

ORDINANCE NO. 8921 (Cont.)

Lot of Record shall mean a lot held in separate ownership as shown on the records of the Hall County Register of deeds at the time of the passage of a regulation or regulation establishing the zoning district in which the lot is located.

Lot Split shall mean a subdivision involving the division of one or more lots with the end result not be greater than the two lots.

Lot, Through shall mean a lot having frontage on two (2) dedicated streets, not including a corner lot.

Lot, Width of shall mean the average horizontal distance between the side lot line, measured at right angles to the lot depth at a point midway between the front and rear lot lines.

Master Plan see "Comprehensive Development Plan".

Monument shall mean an identification marker established by certified land survey and set by a registered land surveyor at each section corner, angle point, block corner, street centerline, or other point.

Outlot shall mean a lot remnant or parcel of land left over after platting, which is intended as open space or other use, for which no building permit shall be issued for any private structure. Typically uses are limited within the subdivision agreement and/or plat.

Owner shall mean an individual, firm, association, syndicate, or corporation having sufficient proprietary interest in the land sought to be subdivided to commence and maintain such proceedings.

Pedestrian Way shall mean a tract of land dedicated to public use, which cuts across a block to facilitate pedestrian access to adjoining streets or properties.

Person shall mean an individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver, syndicate, City, County, special district or any other group or combination acting as an entity, except that it shall not include Grand Island, Nebraska.

Planned Unit Development shall mean a development designed to provide for an unusual or different arrangement of residential, business, or industrial uses in accordance with an approved development plan.

Plat shall mean a map showing the location, boundaries, and legal description of individual properties, including street rights-of-way, public utility easements, etc.

Plat, Administrative shall provide for lot combinations and boundary adjustments which result in reconfigured lots with new lot boundaries.

Plat, Final shall mean the final plan of the plat, subdivision or dedication of land prepared for filing or recording in conformance with this chapter. Substantial conformance to an approved preliminary plat, prepared by a registered professional engineer or a registered land surveyor in accordance with this chapter is required.

Plat, Preliminary shall mean the preliminary plan of the plat, subdivision or dedication prepared in accordance with the requirements of this chapter.

Plat, Revised Preliminary shall mean a revised plat or map of a previously approved preliminary plat, including supporting data, indicating a proposed subdivision development, prepared in accordance with this chapter.

Preliminary Study shall mean a drawing of a proposed subdivision to be approved by the Planning Commission and City Council before proceeding with a final plat.

Property Line Adjustment shall mean the relocation of a single common property line between two abutting lots, parcels or other units of land where an additional lot, parcel or unit of land is not created and the existing lot, parcel or unit of land reduced in size by the adjustment must comply with the applicable zoning requirements. A property line adjustment does not alter the location of utility services and hook-ups. Property line adjustments are accomplished through an administrative plat.

Sidewalk or Walkway shall mean that portion of a dedicated right-of-way or easement improved and intended for pedestrian use only.

Replat shall mean the act of platting the lots, parcels and easements in a recorded subdivision to achieve a reconfiguration of an existing subdivision or to increase or decrease the number of lots in the subdivision.

Street shall include public streets, highways, avenues, boulevards, parkways, roads, lanes, alleys, viaducts, subways, tunnels, bridges, public easements and right-of-way. Where explicitly authorized by the City Council, private streets may be authorized as part of planned developments.

Street, Arterial shall mean a street of considerable continuity connecting various sections of the City, designated as an arterial street on the official street plan of the City.

Street, Collector shall mean a street or highway that is intended to carry traffic from minor streets to major streets. Collector streets are usually the principal entrance streets to residential developments and the streets for circulation within the development as designated in the Comprehensive Development Plan.

ORDINANCE NO. 8921 (Cont.)

Street, Frontage Access shall mean a street parallel and adjacent to a major street, major inter-regional highway, or major collection road and primarily for service to the abutting properties, and being separated from the major street by a dividing strip.

Street, Local shall mean a street which is used primarily for access to the abutting properties.

Street, Major shall mean a street or highway used primarily for fast or high volume traffic, including expressways, freeways, boulevards, and arterial streets as designated in the Comprehensive Development Plan.

Street, Minor shall mean a street intended primarily to provide pedestrian and vehicular access to the abutting properties.

Subdivider shall mean any person, group, corporation, partnership, or other entity, or any agent thereof, dividing or proposing to divide land so as to constitute a subdivision.

Subdivision shall mean the division of a lot, tract, or parcel of land into two (2) or more lots, sites, or other divisions of land for the purpose, whether immediate or future, of transfer of ownership or building development, provided that the smallest lot created by the division is less than ten (10) acres in size.

Subdivision, Administrative shall mean the re-subdivision of existing subdivided lots and blocks, involving the adjustment of existing lot boundaries or the consolidation of lots, in a manner consistent with zoning regulations concerning minimum area and dimensions of lots; but not creating additional lots nor necessitating the dedication of additional public right-of-way or easements.

Subdivision Agreement shall mean an agreement between the City of Grand Island and a subdivider whereby the subdivider agrees to construct any required public street, drainage, and other improvements, for a subdivision and to provide security for completion of the subdivision improvements and in situations involving public financing, the relative cost be borne by the subdivider and by the public entity. Conditions involving lot frontage, use, annexation, landscaping, sidewalks, flood plain, utilities and similar concerns specific to the development of the property may also be addressed.

Water Course, Drainage Way, Channel or Stream shall mean a current of water usually flowing in a definite channel, having a bed and side or banks, and discharging itself into some other stream or body of water.

Zoning District shall mean an area delineated on a zoning map for which uniform use regulations are specified.

~~**Alley:** A tract of land, dedicated to public use, which affords a secondary means of vehicular access to the back or the side of properties otherwise abutting on a street.~~

~~**Block:** A tract of land which has been designated as such on a plat for description purposes.~~

~~**City Council, City Administrator, Mayor, Director of Utilities Operations, Public Works Director, Planning Commission, Director of Planning, City Treasurer, City Clerk:** The respective official or officials of, or empowered to act for, the City of Grand Island, Nebraska.~~

~~**Comprehensive Development Plan:** The plan or series of plans for the future development of the City recommended by the Planning Commission and adopted by the City Council.~~

~~**Cul de sac:** A street having one end open to traffic and being terminated by a vehicular turn-around.~~

~~**Easement:** A grant by the property owner to the public, a corporation, or persons of the use of a tract of land for a specific purpose or purposes.~~

~~**Grading Plan:** A drawing of a proposed subdivision with plans and specifications for grading which is intended to represent the layout which will be approved for construction by the Planning Commission and the City Council.~~

~~**Improvements:** Changes and additions to land necessary to prepare it for building sites, and including street paving and curbing, grading, survey, monuments, drainage ways, sewers, fire hydrants, water mains, sidewalks, pedestrian ways, and other public works and appurtenances.~~

~~**Landscaped:** Landscaping improvements which include but are not limited to screen plantings, lawn area, pools, trees, shrubs, fences, and walls. Crushed rock, gravel, bark chips, etc., shall not substitute for lawn area. Landscaping shall be provided within two years of issuance of occupancy permit for the principal structure on each lot, and thereafter be properly maintained.~~

~~**Lot:** A tract of land which is a portion of a subdivision, or other parcel of land, intended as a unit for transfer of ownership or for development.~~

~~**Owner:** Individual, firm, association, syndicate, or corporation having sufficient proprietary interest in the land sought to be subdivided to commence and maintain such proceedings.~~

ORDINANCE NO. 8921 (Cont.)

~~Pedestrian Way: A tract of land dedicated to public use, which cuts across a block to facilitate pedestrian access to adjoining streets or properties.~~

~~Plat, Final: A map drawn to scale from an accurate survey and including items set forth herein, along with all certificates and statements set forth herein for the purpose of recording as a subdivision of land.~~

~~Preliminary Study: A drawing of a proposed subdivision to be approved by the Planning Commission and City Council before proceeding with a final plat.~~

~~Replat, Resubdivision: A plat representing land which has previously been included in a recorded plat.~~

~~Street: A tract of land, dedicated to public use, which affords a primary means of access to the abutting property.~~

~~Street, Arterial: A street of considerable continuity connecting various sections of the City, designated as an arterial street on the official street plan of the City.~~

~~Street, Collector: A street which carries traffic from a local street to an arterial street or regional arterial street designated as a collector street on the official street plan of the City.~~

~~Street, Local: A street which is used primarily for access to the abutting properties.~~

~~Street, Frontage: A street which is approximately parallel to and adjacent to or part of a controlled access street and provides access to the abutting properties on one side only and protection from through traffic.~~

~~Subdivider or Developer: Any person, partnership, group, corporation, or other entity acting as a unit, or any agent thereof, dividing land so as to constitute a subdivision as defined herein.~~

~~Subdivision: The division of a lot, tract, or parcel of land into two or more parts for the purpose, whether immediate or future, of transfer of ownership or building development.~~

~~Subdivision, Administrative: The re-subdivision of existing subdivided lots and blocks, involving the adjustment of existing lot boundaries or the consolidation of lots, in a manner consistent with zoning ordinance requirements concerning minimum area and dimensions of lots; but not creating additional lots nor necessitating the dedication of additional public right of way or easements.~~

~~Water Course, Drainage Way, Channel or Stream: A current of water usually flowing in a definite channel, having a bed and side or banks, and discharging itself into some other stream or body of water.~~

SECTION 2. Section 33-7 of the Grand Island City Code is hereby amended to

read as follows:

§33-7. Preliminary Study and Data

(1) The subdivider shall prepare and file with the Planning Commission ~~twenty-five (25)~~ ~~twenty-two (22)~~ copies of the proposed preliminary study and required data at least twenty (20) days prior to the date of the next regular Planning Commission meeting at which approval of the preliminary study is requested for standard preliminary plat requests. Twenty-five (25) copies of preliminary study or plat approval requests for planned developments including: Commercial Development Zone, Residential Development Zone, Travel Development Zone, Gateway Corridor (Overlay) District, and Mobile Home Residential Zone; shall be submitted at least forty (40) days prior to the next regular Planning Commission meeting at which approval of the preliminary study is requested.

(2) The director of Planning shall, at least ten (10) days prior to the Planning Commission meeting ~~within five days from the date of filing~~, transmit a copy of the proposed preliminary study to the Board of Education of the school district or districts involved, the public works director, director of utilities operations, and any other department or agency that may be affected by the plat and as the commission may designate. Such department or agency except said Board of Education shall have five days to review the referred preliminary study and report back to the director of Planning any requirements or recommendation pertinent to approval of the study. The director of Planning shall examine the preliminary study as to compliance with laws and ordinances of the approved master plan, other official plans and good planning principles; analyze the recommendations submitted by other departments and agencies; coordinate these recommendations and submit his recommendations to the Planning Commission at the next regular meeting.

(3) The Planning Commission shall consider all evidence presented by the subdivider, the director of Planning, and others, and shall approve or disapprove the preliminary study, and shall ~~within two days of the~~

ORDINANCE NO. 8921 (Cont.)

~~meeting,~~ transmit its recommendation along with all supporting papers to the City Council. A copy of the recommendation shall be sent to the subdivider, and one copy shall be retained in the permanent files of the Planning Commission.

(4) The city council shall consider and act upon the Planning Commission's recommendation, and shall approve or disapprove the preliminary study. In the event of disapproval, the council shall notify the Planning Commission and state specific reasons for disapproval, a copy of which shall be transmitted to the subdivider. Approval by the council shall be effective for a period of twelve months, after which if the final plat has not been submitted to the Planning Commission for approval, reapproval of the preliminary study by the Planning Commission and council shall be required.

(5) The preliminary study shall be made from an accurate survey made by a licensed land surveyor in the State of Nebraska. The minimum acceptable scale shall be 100 feet to the inch. All preliminary studies shall provide the following information:

- (a) Proposed name and acreage of the subdivision.
- (b) Name and address of owner, subdivider, and engineer or land surveyor.
- (c) A legal description sufficient to define the location and boundaries of the subdivision and evidence of ownership of the property proposed to be subdivided.
- (d) A map indicating plans for the development of the entire area if the proposed plat is a portion of a larger holding intended for subsequent development. Preliminary engineering plans for all improvements for the entire holding shall be a part of the requirement. Positive drainage from easements shall be included in the drainage plan.
- (e) Location, width, and name (if any) of all highways, streets, easements, right-of-way or railroad, whether public or private, parks, or other open spaces within and adjacent to the proposed subdivision. Tentative grades and direction of flow in streets and easements shall be shown.
- (f) Location, grade, and size of existing and proposed storm drainage facilities, sanitary sewers, water mains, electric, CATV, telephone, and gas mains within and adjacent to the proposed subdivision.
- (g) Contours at intervals of six inches.
- (h) If any portion of the land within the boundary of the proposed subdivision is subject to flood or storm water overflow, that fact and location shall clearly be shown. Areas covered by water and trees shall also be shown.
- (i) Layout, approximate dimensions, proposed use, number of each lot, and number of each block shall be indicated.
- (j) Location and outline to scale of each existing building or structure.
- (k) Date, north point, and scale shall be shown.
- (l) All areas not a part of the proposed plat due to other ownership shall be clearly shown and marked "Not a Part."
- (m) If the lots within the proposed subdivision are to be served by individual water supply and sanitary sewage systems, then the general location of such facilities on each lot shall be shown.

SECTION 3. Section 33-8 of the Grand Island City Code is hereby amended to read as follows:

§33-8. Final Plat

(1) The subdivider shall prepare and file with the Planning Commission ~~twenty-five (25) twenty-two (22)~~ copies of the proposed final plat at least twenty (20) days prior to the date of the next regular Planning Commission meeting at which approval of the final plat is requested for standard final plats. Twenty-five (25) copies of final plat approval requests for planned developments including: Commercial Development Zone, Residential Development Zone, Travel Development Zone, Gateway Corridor (Overlay) District, and Mobile Home Residential Zone; shall be submitted at least forty (40) days prior to the next regular Planning Commission meeting at which approval of the final plat is requested.

ORDINANCE NO. 8921 (Cont.)

(2) At the time of filing of the final plat with the Planning Commission the subdivider shall pay to the city treasurer a filing fee, as provided by a fee schedule approved by the City Council, which shall not be refundable unless such final plat is withdrawn by the subdivider prior to consideration by the Planning Commission.

(3) The director of Planning shall, ~~at least ten (10) days prior to the Planning Commission meeting, within five days from the date of filing,~~ transmit a copy of the proposed final plat to the Board of Education of the school district or districts involved, the public works director, the director of utilities operations, and any other department or agency that may be affected by the plat and as the Commission may designate. Such department or agency except said Board of Education shall have five days to review the referred final plat and report back to the director of Planning any requirements or recommendations pertinent to approval of the final plat. The director of Planning shall examine the final plat as to compliance with laws and ordinances of the master plan; other official plans and good planning principles and compliance with the approved preliminary study if submitted; analyze the recommendations submitted by other departments and agencies; coordinate these recommendations and submit his recommendation to the Planning Commission at the next regular meeting.

(4) The Planning Commission shall review the recommendation of the director of Planning and either approve or disapprove the final plat. If the Planning Commission finds that the final plat has been prepared in compliance with these regulations and in substantial conformance with the approved preliminary study, such plat shall be approved. In the event of disapproval, specific points of variance with aforesaid requirements shall be a part of the Planning Commission's recommendation. The Planning Commission shall ~~within two (2) days of the meeting~~ transmit its recommendation, along with a copy of the final plat, to the city council. A copy of the recommendation shall be sent to the subdivider, and one copy shall be retained in the permanent files of the Planning Commission.

(5) The city council shall consider and act upon the Planning Commission's recommendation and shall approve or disapprove the final plat. If it finds that the final plat has been prepared in compliance with these regulations and in substantial conformance with the approved preliminary study, such plat shall be approved. In the event of disapproval, specific points of variance with aforesaid requirements shall be a part of the official record. Upon approval of the final plat, the subdivider shall, within twelve months, furnish the following departments the data as shown or such approval shall become null and void:

(a) Register of Deeds

- (i) Approved final plat
- (ii) Protective covenants, restrictions and conditions, if any.
- (iii) Approved drainage plan.

(b) City Clerk

- (i) Print of approved plat.
- (ii) Approved subdivision agreement.
- (iii) Print of approved drainage plan.

(c) Public Works Director

- (i) Reproducible of approved final plat.
- (ii) Reproducible of approved drainage plan.
- (iii) Copy of approved erosion control plan unless the subdivision contains less than five acres in size.

(6) The final plat shall be in permanent black lettering and lines on high grade linen or mylar which is reproducible with dimensions of 18 inches by 24 inches. The minimum acceptable scale shall be 100 feet to the inch. In the event that the entire plat cannot be one sheet, it shall be submitted in two or more sheets of the same dimensions along with an index sheet showing the entire development at a smaller scale. All final plats shall portray the following information.

- (a) Name of subdivision, north arrow, scale, date, and names of subdivider, owner, and land surveyor.
- (b) Legal description of the property, including location of boundary lines in relation to section, township, range, county, and state. The perimeter of the subdivision shall be clearly and distinctly indicated.
- (c) The lines of all streets and alleys and other lands to be dedicated with their widths and names.
- (d) All lot lines and dimensions and numbering of lots and blocks according to a uniform system.
- (e) Location, use, and width of all easements for public use, drainage, services, and utilities.
- (f) All dimensions in feet and decimals of feet, both linear and angular, interior angles, length of radii and/or arcs of all curves, with all other information necessary to reproduce the plat on the ground.

ORDINANCE NO. 8921 (Cont.)

- (g) The perimeter and blocks of the plat shall have a closure to an allowable unadjusted error of 1 to 7500. Latitudes and departure computations shall be submitted.
- (h) The location and description of all permanent monuments in the subdivision.
- (i) The description, location, and elevation of all benchmarks.
- (j) Names in dotted lettering of adjacent plats with the location and widths of adjoining streets shown by dashed lines.
- (k) Certificate, seal, and signature of land surveyor.
- (l) Notarized certificate and signature of all parties having title interest in the land being subdivided consenting to dedication and recording of the final plat as submitted.
- (m) Certificates to be signed by the chairman of the Planning Commission, mayor, and city clerk.
- (n) All areas not a part of the plat due to other ownerships shall be clearly shown as "Not a Part."
- (o) Electronic subdivision requirements as provided in Addendum "A" of this chapter.
- (p) References to a minimum of three established points, such as section comers, section quarter corners, block or subdivision corners, at least one of which shall be a County Control Point.
- (q)(e) The following supplementary engineering data and plans:
 - (i) Paving design, including alignment, grades, and a typical cross-section.
 - (ii) Public sidewalks design and location.
 - (iii) Location of telephone, electric, and CATV facilities, if underground.
 - (iv) Location, grade, and size of existing and proposed storm drainage facilities, sanitary sewers, water mains, and gas mains within the proposed subdivision.
 - (v) Location and outline to scale of each existing building or structure which is not to be removed in the final development.
 - (vi) Final approved drainage plan including the location, grade, and direction of flow of easements, and showing the proposed general locations of individual water supply and sanitary sewer systems on each lot, if applicable.
 - (vii) An approved erosion control plan to prevent wind and water erosion during any activity that will remove natural surface cover from within the subdivision boundary. This plan shall not be required for any subdivision containing less than five acres in size unless such subdivision is a phase of a larger development of five acres or more.
 - (viii) Final approved drainage plans shall be required with the submission of all final plats. A drainage plan may be submitted with the paving and storm water plans, but the paving plan will not be signed off until the drainage plan is approved by the Director of Public Works and proof of its filing at the Register of Deeds office is submitted to the Director of Public Works.

SECTION 4. Section 33-9 of the Grand Island City Code is hereby amended to

read as follows:

§33-9. Procedure

No approved final plat shall be released by the ~~planning director city clerk~~ until a subdivision agreement shall have been entered into between the subdivider and the City. Approval of an administrative subdivision shall not be contingent upon the requirement of a subdivision agreement between the subdivider and the City. The city attorney shall prepare such agreement with assistance of the director of Planning, the public works director, and the director of utilities operations. The agreement shall provide for the needs of the subdivision, including but not limited to pavement, water mains, sanitary sewers, storm sewers, sidewalks, grading, waste treatment, and open space requirements. Security may be required to assure performance under the agreement.

SECTION 5. Section 33-14 of the Grand Island City Code is hereby amended to

read as follows:

ORDINANCE NO. 8921 (Cont.)

§33-14. Lots

(1) Minimum Dimensions: The minimum width of lots shall be as required by the Zoning Chapter of the Grand Island City Code. Side lot lines should be at right angles to straight street lines and radial to curved street lines. Lots having a depth of less than 100 feet should be avoided. Lot sizes shall meet or exceed the requirement of the Zoning Chapter and should as near as practical meet or exceed the typical lot size for building sites in the immediate vicinity. Each lot shall be a buildable site after taking into account all yard spaces required by the Zoning Chapter. Excessive lot depth in relation to width should be avoided.

(2) Corner Lots Wider: Corner lots in residential areas shall be of sufficient size to comply with the requirements of the Zoning Chapter.

(3) Double Frontage: Lots with street frontage at both front and rear shall be avoided except when backing on a controlled access thoroughfare.

(4) Street Frontage: Each lot shall have frontage (minimum width of twenty (20) feet) on a street that will allow for practical, physical vehicular ingress/egress, and allow for the proper provision of present or future municipal services to the lot.

(5) Reversed Frontages and Key Lots: Reversed frontages at cross street intersections should be avoided except where it will match existing development. Key lots, being those inside lots fronting on side streets, should be avoided except where they are matching existing development and other lots are excessively deep. Key lots shall be prohibited where they disrupt utility or drainage easements. Reverse frontage and normal corner lots when adjacent to a key lot shall have additional width to allow front yard setbacks on both streets.

(6) Septic Tanks: In subdivisions within city jurisdiction outside of corporate limits where buildings are to be served by septic tanks, the size of lots shall be sufficiently large to accommodate adequate drainage fields. Standards set forth by the appropriate County and State or other agencies ~~Grand Island Hall County Department of Health and the State Department of Health~~ shall be met.

(7) Flag Lots: Flag lots, being those lots landlocked from public right-of-way except for a narrow tract of land of less width than minimum frontage as required by the Zoning Chapter should be discouraged except where development cannot reasonably be accomplished without their use. When such lots are platted, it shall be a requirement of the developer, builder, and owner to direct and maintain storm water drainage from the flag lot to the public right-of-way without directing the flow to adjoining property, i.e., drainage shall be by means of that strip of land connecting the area of the structure to the public right-of-way unless other drainage facilities are approved by the public works director.

SECTION 6. Addendum "A" attached hereto and incorporated herein by this reference, is hereby added to Chapter 33 of the Grand Island City Code.

SECTION 7. Sections 33-1, 33-7, 33-8, 33-9, and 33-14 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 8. That this ordinance shall be in force and take effect from and after its passage and publication, in pamphlet form, within fifteen days in one issue of the Grand Island Independent as provided by law.

ORDINANCE NO. 8921 (Cont.)

Enacted: July 13, 2004.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item F5

#8922 - Consideration of Amending Chapter 36 of the Grand Island City Code Relative to Zoning Regulations and Revised Zoning Map

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

Staff Contact: Chad Nabity

ORDINANCE NO. 8922

An ordinance to amend Chapter 36 of the Grand Island City Code pertaining to zoning regulations; to adopt a new Official Zoning Map as provided in Section 36-44; to add Addendum "A" to Chapter 36 of the Grand Island City Code; to add Addendum "B" to Chapter 36 of the Grand Island City Code; to repeal Chapter 36 of the Grand Island City Code as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

WHEREAS, the Regional Planning Commission contracted with JEO Consulting Group to update the zoning regulations for the City of Grand Island, Nebraska; and

WHEREAS, public hearings were held on February 18, 2004 and on June 2, 2004 before the Regional Planning Commission to discuss the proposed changes to the zoning regulations; and

WHEREAS, a public hearing was held on July 13, 2004 before the City Council of the City of Grand Island to discuss the proposed changes to the zoning regulations.

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

SECTION 1. Chapter 36 of the Grand Island City Code is hereby amended to read as identified in Exhibit "A". Such exhibit is available for public inspection at the City Clerk's office.

SECTION 2. The Official Zoning Map dated August 1, 2004, is hereby adopted in accordance with the provisions of Section 36-44 of the Grand Island City Code.

Approved as to Form	<input checked="" type="checkbox"/> _____
July 8, 2004	<input checked="" type="checkbox"/> City Attorney

ORDINANCE NO. 8922 (Cont.)

SECTION 3. Addendum "A" entitled "Grand Island Land Use Matrix" and Addendum "B" pertaining to landscaping area are incorporated herein by this reference, and are hereby added to Chapter 36 of the Grand Island City Code.

SECTION 4. Chapter 36 of the Grand Island City Code as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 5. That this ordinance shall be in force and take effect on August 1, 2004, after its passage and publication, in pamphlet form, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: July 13, 2004.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item F6

#8923 - Consideration of Refinancing Revenue Bonds

Staff Contact: David Springer

Council Agenda Memo

From: David Springer, Finance Director

Meeting: July 13, 2004

Subject: Consideration of Refinancing Revenue Bonds

Item #'s: F-6 & I-4

Presenter(s): David Springer, Finance Director

Background

On November 22, 1999, \$3,025,000 in Various Purpose bonds were issued by the City to partially finance the construction of the Wood River Flood Control Project(\$1,100,000) and the South Locust Street Improvements – Highway #34 to ½ mile south(\$1,925,000).

Discussion

\$2,415,000 is still outstanding through December 15, 2014 at an average interest rate of 5.3425% and is callable by the City on December 15, 2004. Series 2004 Refunding Bonds can be issued to mature on the same December 15, 2014 date, with an average interest rate of 3.6075. The 1999 Bonds maturing December 12, 2004 and 2005 do not provide sufficient debt service savings to justify their inclusion, so the new issue would be sized at \$2,125,000. The debt service savings from the refinancing totals \$186,315 over the remaining life of the bonds. Those savings are net of issuance expenses associated with the refunding bonds; so, reflect true cash flow savings to the City.

Alternatives

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

1. Approve the issuance of 2004 Refunding Bonds and retiring \$2,065,000 in 1999 Various Purpose Bonds.
2. Disapprove or /Deny the refinancing
3. Modify the Resolution to meet the wishes of the Council
4. Table the issue

Recommendation

City Administration recommends that the Council approve the issuance of 2004 Refunding Bonds of \$2,125,000 and the retirement of \$2,065,000 of 1999 Various Purpose Bonds.

Sample Motion

Approve the issuance of 2004 Refunding Bonds of \$2,125,000 and the retirement of \$2,065,000 of 1999 Various Purpose Bonds.

ORDINANCE NO. 8923

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF GRAND ISLAND, NEBRASKA, IN THE PRINCIPAL AMOUNT OF TWO MILLION ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$2,125,000) FOR THE PURPOSE OF PAYING AND REDEEMING THE CITY'S GENERAL OBLIGATION VARIOUS PURPOSE BONDS, SERIES 1999, DATE OF ORIGINAL ISSUE – DECEMBER 15, 1999, BONDS MATURING DECEMBER 15, 2006 THROUGH DECEMBER 15, 2014, INCLUSIVE, PRESENTLY OUTSTANDING IN THE PRINCIPAL AMOUNT OF \$2,065,000; DIRECTING THE APPLICATION OF THE PROCEEDS OF SAID BONDS; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF TAXES TO PAY THE SAME; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

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

Section 1. The Mayor and City Council hereby find and determine that there have been heretofore issued and are now outstanding and unpaid valid and interest bearing bonds of the City of Grand Island, Nebraska, as follows:

General Obligation Various Purpose Bonds, Series 1999, date of original issue - December 15, 1999, in the principal amount of Two Million Sixty-five Thousand Dollars (\$2,065,000), bonds maturing December 15, 2006 through December 15, 2014, inclusive, numbered as shown on the books of the Paying Agent and Registrar becoming due and bearing interest as follows:

<u>Principal Amount</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
\$185,000	December 15, 2006	4.85%	385622 LL 7
195,000	December 15, 2007	4.95	385622 LM 5
205,000	December 15, 2008	5.05	385622 LN 3
215,000	December 15, 2009	5.15	385622 LP 8
225,000	December 15, 2010	5.20	385622 LQ 6
240,000	December 15, 2011	5.30	385622 LR 4
255,000	December 15, 2012	5.40	385622 LS 2
265,000	December 15, 2013	5.50	385622 LT 0
280,000	December 15, 2014	5.60	385622 LU 7

Said bonds are hereinafter referred to as the "Refunded Bonds."

Said bonds are subject to redemption at any time on or after December 15, 2004, at par and accrued interest, and said interest is payable semiannually.

Said Refunded Bonds were issued for the purpose of paying the costs of improving streets and alleys, intersections and areas formed by the crossing of streets, avenues or alleys and streets adjacent to real estate owned by the City in Street Improvement District No. 1222, and paying the costs of flood control improvements in the Wood River Flood Control Project.

Since the issuance of the Refunded Bonds, the rates of interest available in markets have declined so that the City of Grand Island can effect a savings in interest costs by providing for payment in full of the Refunded Bonds prior to and as called for redemption on December 15, 2004 (the "Redemption Date") through the issuance of its refunding bonds. The Refunded Bonds are valid interest-bearing obligations of the City of Grand Island. Said Refunded Bonds maturing December 15, 2004 and December 15, 2005 in the principal amount of \$170,000 and \$180,000 respectively shall be paid off as they mature and Refunded Bonds maturing December 15, 2006 through December 15, 2014, inclusive, have been called for redemption on December 15, 2004; that for the purpose of making said payments and redemption, it is for the best interest of the City to issue refunding bonds of the City in the principal amount of \$2,125,000, pursuant to Section 10-142, Reissue Revised Statutes of Nebraska, 1997, and all laws amendatory thereof or supplementary thereto, and that all conditions, acts and things required by law to exist or to be done precedent to the issuance of such refunding bonds do exist and have been done as required by law.

Section 2. For the purpose described in Section 1 hereof, there shall be and there are hereby ordered issued general obligation Refunding Bonds, Series 2004, of the City of Grand Island, Nebraska, in the principal amount of Two Million One Hundred Twenty Five Thousand Dollars (\$2,125,000) (the "Series 2004 Bonds") with said bonds bearing interest at the rates per annum (said interest to be computed on the basis of a 360-day year consisting of twelve 30-day months) and maturing on December 15 of each year in the principal amounts as follows:

<i><u>Principal Amount</u></i>	<i><u>Date of Maturity</u></i>	<i><u>Rate of Interest</u></i>
\$ 15,000	December 15, 2004	1.50%
30,000	December 15, 2005	1.75
205,000	December 15, 2006	2.20
210,000	December 15, 2007	2.65
215,000	December 15, 2008	2.95
220,000	December 15, 2009	3.20
225,000	December 15, 2010	3.45
240,000	December 15, 2011	3.65
250,000	December 15, 2012	3.80
250,000	December 15, 2013	4.00
265,000	December 15, 2014	4.10

The Series 2004 Bonds shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. The date of original issue for the Series 2004 Bonds shall be the date of delivery thereof. Interest on the Series 2004 Bonds, at the respective rates for each maturity, shall be payable on December 15, 2004, and semiannually thereafter on June 15 and December 15 of each year (each of said dates an "Interest Payment Date") and the Series 2004 Bonds shall bear such interest from the date of original issue or the most recent Interest Payment Date, whichever is later. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the close of business on the last business day of the month immediately preceding the month in which the Interest Payment Date occurs (the "Record Date"), subject to the provisions of Section 4 hereof. The Series 2004 Bonds shall be numbered from 1 upwards in the order of their issuance. No Series 2004 Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the Series 2004 Bonds issued shall be designated by the City's Treasurer as directed by the initial purchaser thereof. Payments of interest due on the Series 2004 Bonds prior to maturity or date of redemption shall be made by the Paying Agent and Registrar, as designated pursuant to Section 3 hereof, by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of each Series 2004 Bond, as of the Record Date for such Interest Payment Date, to such owner's registered address as shown on the books of registration as required to be maintained in Section 3 hereof. Payments of principal and accrued interest thereon due at

maturity or at any date fixed for redemption prior to maturity shall be made by said Paying Agent and Registrar to the registered owners upon presentation and surrender of the Series 2004 Bonds to said Paying Agent and Registrar. The City and said Paying Agent and Registrar may treat the registered owner of any Series 2004 Bond as the absolute owner of such Series 2004 Bond for the purpose of making payments thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary, whether such Series 2004 Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Series 2004 Bond in accordance with the terms of this Ordinance shall be valid and effectual and shall be a discharge of the City and said Paying Agent and Registrar, in respect of the liability upon the Series 2004 Bonds or claims for interest to the extent of the sum or sums so paid.

Section 3. Cornerstone Bank, National Association, York, Nebraska, is hereby designated as Paying Agent and Registrar for the Series 2004 Bonds. Said Paying Agent and Registrar shall serve in such capacities under the terms of an agreement entitled "Paying Agent and Registrar's Agreement" between the City and said Paying Agent and Registrar, the form of which is hereby approved. The Mayor and City Clerk are hereby authorized to execute said agreement in substantially the form presented but with such changes as they shall deem appropriate or necessary. The Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Series 2004 Bonds at its principal corporate trust office. The names and registered addresses of the registered owner or owners of the Series 2004 Bonds shall at all times be recorded in such books. Any Series 2004 Bond may be transferred pursuant to its provisions at the principal corporate trust office of said Paying Agent and Registrar by surrender of such Series 2004 Bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to said Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar on behalf of the City will deliver at its office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of such transferee owner or owners, a new Series 2004 Bond or Series 2004 Bonds of the same interest rate, aggregate principal

amount and maturity. To the extent of the denominations authorized for the Series 2004 Bonds by this Ordinance, one such bond may be transferred for several such bonds of the same interest rate and maturity, and for a like aggregate principal amount, and several such bonds may be transferred for one or several such bonds, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Series 2004 Bond, the surrendered Series 2004 Bond or Bonds shall be canceled and destroyed. All Series 2004 Bonds issued upon transfer of the Series 2004 Bonds so surrendered shall be valid obligations of the City evidencing the same obligations as the Series 2004 Bonds surrendered and shall be entitled to all the benefits and protection of this Ordinance to the same extent as the Series 2004 Bonds upon transfer of which they were delivered. The City and said Paying Agent and Registrar shall not be required to transfer any Series 2004 Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Series 2004 Bond called for redemption for a period of 30 days next preceding the date fixed for redemption.

Section 4. In the event that payments of interest due on the Series 2004 Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Series 2004 Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 5. If the date for payment of the principal of or interest on the Series 2004 Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent and Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 6. Series 2004 Bonds maturing December 15, 2009, and thereafter shall be subject to redemption, in whole or in part, prior to maturity at any time on or after the fifth anniversary of the date of original issue thereof at par plus accrued interest on the principal amount redeemed to the date fixed for

redemption. The City may select the Series 2004 Bonds to be redeemed in its sole discretion but the Series 2004 Bonds shall be redeemed only in amounts of \$5,000 or integral multiples thereof. Series 2004 Bonds redeemed in part only shall be surrendered to said Paying Agent and Registrar in exchange for new Series 2004 Bonds evidencing the unredeemed principal thereof. Notice of redemption of any Series 2004 Bond called for redemption shall be given at the direction of the City by said Paying Agent and Registrar by mail not less than 30 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such Series 2004 Bond at said owner's registered address. Such notice shall designate the Series 2004 Bond or Series 2004 Bonds to be redeemed by maturity or otherwise, the date of original issue and the date fixed for redemption and shall state that such Series 2004 Bond or Series 2004 Bonds are to be presented for prepayment at the principal corporate trust office of said Paying Agent and Registrar. In case of any Series 2004 Bond partially redeemed, such notice shall specify the portion of the principal amount of such Series 2004 Bond to be redeemed. No defect in the mailing of notice for any Series 2004 Bond shall affect the sufficiency of the proceedings of the City designating the Series 2004 Bonds called for redemption or the effectiveness of such call for Series 2004 Bonds for which notice by mail has been properly given and the City shall have the right to further direct notice of redemption for any such Series 2004 Bond for which defective notice has been given.

Section 7. The Series 2004 Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF HALL
REFUNDING BOND OF
THE CITY OF GRAND ISLAND, NEBRASKA
SERIES 2004

No. _____ \$ _____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP No.</u>
	December 15, ____	_____, 2004	

Registered Owner:

Principal Amount: _____ Dollars (\$ _____)

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Grand Island, in the County of Hall, in the State of Nebraska, hereby acknowledges itself to owe and for value received promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above in lawful money of the United States of America on the date of maturity specified above with interest thereon to maturity (or earlier redemption) from the date of original issue or most recent Interest Payment Date, whichever is later, at the rate per annum specified above, payable on December 15, 2004, and on June 15 and December 15 of each year thereafter (each of said dates an "Interest Payment Date"). Said interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The principal hereof and unpaid accrued interest thereon due at maturity or upon redemption prior to maturity are payable upon presentation and surrender of this bond at the principal corporate trust office of Cornerstone Bank, National Association, the Paying Agent and Registrar, in York, Nebraska. Interest on this bond due prior to maturity or earlier redemption will be paid on each Interest Payment Date by a check or draft mailed by the Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the last business day of the month immediately preceding the month in which the Interest Payment Date occurs, to such owner's registered address as shown on such books and records. Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available. For the prompt payment of this bond, principal and interest, as the same become due, the full faith, credit and resources of said City are hereby irrevocably pledged.

This bond is one of an issue of fully registered bonds of the total principal amount of Two Million One Hundred Twenty Five Thousand Dollars (\$2,125,000), of even date and like tenor except as to date of maturity, rate of interest and denomination which were issued by the City for the purpose of paying and redeeming the City's General Obligation Various Purpose Bonds, Series 1999, Date of Original Issue - December 15, 1999, bonds maturing December 15, 2006 through December 15, 2014, inclusive, all in strict compliance with Section 10-142, R.R.S. Neb. 1997, as amended. The issuance of said bonds has

been authorized by proceedings duly had and an ordinance legally passed, approved and published by the Mayor and Council of said City.

Bonds of this issue maturing December 15, 2009 and thereafter are subject to redemption at the option of the City, in whole or in part, at any time on or after the fifth anniversary of the date of original issue thereof, at par plus interest accrued on the principal amount redeemed to the date fixed for redemption. Notice of redemption shall be given by mail to the registered owner of any bond to be redeemed at said registered owner's address in the manner specified in the ordinance authorizing said issue of bonds. Individual bonds may be redeemed in part but only in \$5,000 amounts or integral multiples thereof.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the principal corporate trust office of the Paying Agent and Registrar upon surrender and cancellation of this bond, and thereupon a new bond or bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the ordinance authorizing said issue of bonds, subject to the limitations therein prescribed. The City, the Paying Agent and Registrar and any other person may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

If the date for payment of the principal of or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent and Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond and in the issuance of the bonds refunded hereby did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of said City, including this bond and the bonds refunded hereby, does not exceed any limitation imposed by law. The City agrees that it will cause to be levied and collected annually a tax by valuation on all the taxable property in the City, in addition to all other taxes, sufficient in rate and amount to fully pay the principal and interest of this bond and the other bonds of this issue as the same become due.

AS PROVIDED IN THE ORDINANCE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE ORDINANCE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE ORDINANCE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT AND REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE ORDINANCE.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE PAYING AGENT AND REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE

OR (B) TO THE PAYING AGENT AND REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREOF IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSONS IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

This bond shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

IN WITNESS WHEREOF, the Mayor and Council of the City of Grand Island, Nebraska, have caused this bond to be executed on behalf of the City with the facsimile signatures of the Mayor and the City Clerk and by causing the official seal of the City to be imprinted hereon or affixed hereto, all as of the date of original issue specified above.

CITY OF GRAND ISLAND, NEBRASKA

Mayor

ATTEST:

City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds authorized by the Ordinance of the Mayor and City Council of the City of Grand Island, in the State of Nebraska, described in the foregoing bond.

Cornerstone Bank, National Association,
York, Nebraska
Paying Agent and Registrar

By: _____
Authorized Signature

(Form of Assignment)

For value received hereby sells, assigns and transfers unto _____
_____ (Social Security or Taxpayer I.D. No. _____
_____) the within bond and hereby irrevocably constitutes and appoints
_____, attorney, to transfer the same on
the books of registration in the principal corporate trust office of the within mentioned Paying Agent and
Registrar with full power of substitution in the premises.

Dated: _____

Registered Owner(s)

Signature Guaranteed

By _____

Authorized Officer(s)

Note: The signature(s) on this assignment MUST CORRESPOND with the name(s) as written on the face of the within bond in every particular, without alteration, enlargement or any change whatsoever, and must be guaranteed by a commercial bank or a trust company or by a firm having membership on the New York, Midwest or other stock exchange.

Section 8. Each of the Series 2004 Bonds shall be executed on behalf of the City with the facsimile signatures of the Mayor and the City Clerk and shall have imprinted thereon the City's seal. The

Series 2004 Bonds shall be issued initially as "book-entry-only" bonds under the services of The Depository Trust Company (the "Depository"), with one typewritten bond per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a Letter of Representations (the "Letter of Representations") in the form required by the Depository (which may be in the form of a blanket letter, including any such letter previously executed and delivered), for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Series 2004 Bonds. With respect to the issuance of the Series 2004 Bonds as "book-entry-only" bonds, the following provisions shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Series 2004 Bonds as securities depository (each, a "Bond Participant") or to any person who is an actual purchaser of a Series 2004 Bond from a Bond Participant while the Series 2004 Bonds are in book-entry form (each, a "Beneficial Owner") with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Series 2004 Bonds,

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Series 2004 Bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Series 2004 Bonds. The Paying Agent and Registrar shall make payments with respect to the Series 2004 Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Series 2004 Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange Series 2004 Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Series 2004 Bonds or (ii) to make available Series 2004 Bonds registered in whatever name or names as the Beneficial Owners transferring or exchanging such Series 2004 Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the Series 2004 Bonds be delivered to the ultimate beneficial owners of the Series 2004 Bonds and so notifies the

Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the Series 2004 Bonds. In such event, the Paying Agent and Registrar shall issue, transfer and exchange bond certificates representing the Series 2004 Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Series 2004 Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Series 2004 Bond and all notices with respect to such Series 2004 Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the Series 2004 Bonds may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the Series 2004 Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee; or

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section and the terms of the Paying Agent and Registrar's Agreement.

(f) In the event of any partial redemption of a Series 2004 Bond unless and until such partially redeemed bond has been replaced in accordance with the provisions of this Ordinance, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such bond as is then outstanding and all of the Series 2004 Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository is terminated or resigns and is not replaced, the City shall immediately provide a supply of printed bond certificates for issuance upon the transfers from the Depository and subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement certificates upon transfer or partial redemption, the City agrees to order printed an additional supply of such certificates and to direct their execution by manual or facsimile signatures of its then duly qualified and acting Mayor and City Clerk and by imprinting thereon or affixing thereto the City's seal. In case any officer whose signature or facsimile thereof shall appear on any Series 2004 Bond shall cease to be such officer before the delivery of such bond (including such certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or

officers had remained in office until the delivery of such bond. The Series 2004 Bonds shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The Series 2004 Bonds shall be delivered to the Paying Agent and Registrar for registration and authentication. Upon execution, registration and authentication of the Series 2004 Bonds, they shall be delivered to the City Treasurer, who is authorized to deliver them to Ameritas Investment Corp., as initial purchaser thereof, upon receipt of _____% of the principal amount of the Series 2004 Bonds plus accrued interest thereon, if any, to date of payment for the Series 2004 Bonds. Such purchaser and its agents, representatives and counsel (including its bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Series 2004 Bonds, including without limitation, authorizing the release of the Series 2004 Bonds by the Depository at closing. The officers of the City (or any one of them) are hereby authorized to execute and deliver the Bond Purchase Agreement for and on behalf of the City. Said initial purchaser shall have the right to direct the registration of the Series 2004 Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. The City Clerk shall make and certify a transcript of the proceedings of the Mayor and Council with respect to the Series 2004 Bonds which shall be delivered to said purchaser.

Section 9. Accrued interest, if any, received from the sale of the Series 2004 Bonds shall be applied to pay interest falling due on December 15, 2004. Expenses of issuance of the Series 2004 Bonds may be paid from the proceeds of the Series 2004 Bonds. The remaining proceeds of the Series 2004 Bonds, together with other available City funds as required for such purpose, shall be set aside and held and invested in a special trust account which is hereby ordered established. Cornerstone Bank, National Association, York, Nebraska, is hereby designated to serve as the escrow agent ("Escrow Agent"), to have custody and safekeeping of the funds and investments which are to be set aside for the payment of the Refunded Bonds. For purposes of governing such escrow account and the holding and application of such funds and investments, the City shall enter into a contract entitled "Escrow Agreement" with the Escrow Agent. The Mayor, City Clerk or City Treasurer are hereby authorized and directed to execute and deliver on behalf of the City said Escrow Agreement, including necessary counterparts, in substantially the form and content as presented to the meeting at which this ordinance is adopted, but with such changes and modifications therein as to them seem necessary, desirable, or appropriate for and on behalf of the City. Said Mayor and City Clerk or City Treasurer are further authorized to approve the investments provided for in said Escrow Agreement, and to make any necessary subscriptions for United States Treasury Securities, State and Local Government Series, or to contract for the purchase of securities in the open market. Said proceeds shall be invested in obligations of the United States Government, direct or guaranteed, including United States Treasury Securities, State and Local Government Series. To the extent that such proceeds are held in a bank depository account, such deposits shall be insured by insurance of the Federal Deposit Insurance Corporation or, to the extent not fully insured, fully collateralized in the same manner as is required for deposit of public funds. Any investment from the proceeds of the Series 2004 Bonds herein authorized shall mature at such times as are required to pay principal of and interest on the Refunded Bonds and in any event not later than December 15, 2004. As provided in said Escrow Agreement, a portion of the proceeds of the Series 2004 Bonds herein authorized and investment earnings thereon shall be applied to the payment of the principal of and interest on the Refunded

Bonds as the same become due on and prior to December 15, 2004, and as called for redemption on the Redemption Date. The Mayor and Council hereby covenant and agree to take all steps necessary and appropriate to provide for the payment, calling and redemption of the Refunded Bonds on the Redemption Date. The Mayor and Council further agree that the City will make no investment of any of the investment proceeds receivable by the City under the Escrow Agreement which would cause the total amount of such proceeds receivable to exceed an amount equal to 1% of the net sale proceeds of the Series 2004 Bonds which are actually issued and delivered pursuant to the terms of this ordinance.

Section 10. The holders of the Series 2004 Bonds shall be subrogated to all rights of the holders of the Refunded Bonds including the right to have special assessments set aside as a sinking fund for the payment of principal thereof and interest thereon, from and after their payment and redemption on December 15, 2004. The City agrees that it shall cause to be levied and collected annually a special levy of taxes on all the taxable property in this City, in addition to all other taxes, sufficient in rate and amount to fully pay the principal of and interest on the Series 2004 Bonds when and as such principal and interest become due.

Section 11. The City hereby covenants to the purchasers and holders of the Series 2004 Bonds hereby authorized that it will make no use of the proceeds of said bond issue, including monies held in any sinking fund for the Series 2004 Bonds, which would cause the Series 2004 Bonds to be arbitrage bonds within the meaning of Sections 103(b) and 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and further covenants to comply with said Sections 103(b) and 148 and all applicable regulations thereunder throughout the term of said bond issue. The City hereby covenants and agrees to take all actions necessary under the Code to maintain the tax exempt status (as to taxpayers generally) of interest payable on the Series 2004 Bonds. The City hereby designates the Series 2004 Bonds as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not reasonably expect to issue tax-exempt bonds or other tax-exempt interest bearing

obligations aggregating in principal amount more than \$10,000,000 during calendar year 2004 (taking into consideration the exception for current refunding issues).

Section 12. The City's obligations under this Ordinance with respect to any or all of the Series 2004 Bonds herein authorized shall be fully discharged and satisfied as to any or all of such Series 2004 Bonds and any such Series 2004 Bond shall no longer be deemed to be outstanding hereunder if such Series 2004 Bond has been purchased by the City and canceled or when the payment of the principal of and interest thereon to the respective date of maturity or redemption (a) shall have been made or caused to be made in accordance with the terms thereof or (b) shall have been provided for by depositing with the Paying Agent and Registrar, or with a national or state bank having trust powers, or trust company, in trust, solely for such payment (i) sufficient money to make such payment and/or (ii) direct general obligations (including obligations issued or held in book entry form on the books of the Department of Treasury of the United States of America) of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America (herein referred to as "U.S. Government Obligations") in such amount and bearing interest payable and maturing or redeemable at stated fixed prices at the option of the holder as to principal, at such time or times, as will ensure the availability of sufficient money to make such payment; provided, however, that with respect to any Series 2004 Bond to be paid prior to maturity, the City shall have duly called such bond for redemption and given notice of such redemption as provided by law or made irrevocable provision for the giving of such notice. Any money so deposited with a bank or trust company or the Paying Agent and Registrar may be invested or reinvested in U.S. Government Obligations at the direction of the City, and all interest and income from U.S. Government Obligations in the hands of such bank or trust company or Paying Agent and Registrar in excess of the amount required to pay principal of and interest on the Series 2004 Bonds for which such monies or U.S. Government Obligations were deposited shall be paid over to the City as and when collected.

Section 13. In accordance with the requirements of Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission, the City hereby agrees that it will provide the following continuing disclosure information:

(a) to each nationally recognized municipal securities information repository (a “NRMSIR”) and to the Underwriter, the City shall provide annual financial and operating information generally consistent with the information set forth under the heading “FINANCIAL STATEMENT” in the Official Statement for said bonds and its audited financial statements; such information is expected to be available not later than seven months after the end of each fiscal year for the City. Audited financial information shall be provided for governmental and fiduciary fund types based on the modified accrual basis of accounting and as to proprietary fund types on an accrual basis in accordance with generally accepted accounting principles;

(b) in a timely manner to each NRMSIR or to the Municipal Securities Rulemaking Board (“MSRB”), notice of the occurrence of any of the following events with respect to the Series 2004 Bonds, if in the judgment of the City, such event is material:

- (1) principal and interest payment delinquencies,
- (2) non-payment related defaults,
- (3) unscheduled draws on debt service reserves reflecting financial difficulties (there are no debt service reserves established for the Series 2004 Bonds under the terms of the Ordinance),
- (4) unscheduled draws on credit enhancements reflecting financial difficulties (there is no credit enhancement on the Series 2004 Bonds),
- (5) substitution of credit or liquidity providers, or their failure to perform (not applicable to the Series 2004 Bonds),
- (6) adverse tax opinions or events affecting the tax-exempt status of the Series 2004 Bonds,
- (7) modifications to rights of the Bondholders,
- (8) bond calls,
- (9) defeasances,
- (10) release, substitution, or sale of property securing repayment of the Series 2004 Bonds, and
- (11) rating changes (the Series 2004 Bonds are not rated and no rating for the Series 2004 Bonds is expected to be requested).

The City has not undertaken to provide notice of the occurrence of any other material event, except the events listed above.

(c) in a timely manner to each NRMSIR or to the MSRB notice of any failure on the part of the City to provide required annual financial information not later than seven months from the close of the City's fiscal year.

The City reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the City, so long as such modification is consistent with the Rule. The City hereby agrees that such covenants are for the benefit of the registered owners of the Series 2004 Bonds (including Beneficial Owners) and that such covenants may be enforced by any registered owner or Beneficial Owner, provided that any such right to enforcement shall be limited to specific enforcement of such undertaking and any failure shall not constitute an event of default under the Ordinance. The continuing disclosure obligations of the City under the Ordinance, as described above, shall cease when none of the Series 2004 Bonds remain outstanding.

Section 14. The Preliminary Official Statement for the Series 2004 Bonds is hereby approved and the Mayor and City Clerk are hereby authorized to approve on behalf of the City a final Official Statement with any changes deemed appropriate by them.

Section 15. This Ordinance shall be in force and take effect from and after its passage and publication in pamphlet form as provided by law.

PASSED AND APPROVED this _____ day of _____, 2004.

City Clerk
(SEAL)

Mayor



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item G1

Receipt of Official Document - Community Redevelopment Authority Resolution No. 54

*Receipt of Official Document - Community Redevelopment Authority Resolution No. 54
dated June 28, 2004. See attached Resolution No. 54.*

Staff Contact:

COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF GRAND ISLAND, NEBRASKA
RESOLUTION #54

A RESOLUTION RECOMMENDING AN AMENDMENT TO A REDEVELOPMENT PLAN OF THE AUTHORITY, APPROVING A REDEVELOPMENT CONTRACT AND GIVING NOTICE OF INTENT TO ENTER INTO A REDEVELOPMENT CONTRACT, AND APPROVAL OF RELATED ACTIONS (WALNUT HOUSING, LTD. PROJECT).

WITNESSETH:

WHEREAS, the Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), in furtherance of the purposes and pursuant to the provisions of Section 18-2101 to 18-2154, Reissue of Revised Statutes of Nebraska, 1997, as amended (the "Act") has recommended and the City of Grand Island ("City") has adopted a Redevelopment Plan for a blighted and substandard area designated by the City designated Redevelopment Area No. 1 (the "Redevelopment Area"); and

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

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

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

1. The Authority has determined that the proposed land uses and building requirements in the Redevelopment Project area are designed with the general purposes of accomplishing, and in conformance with the general plan of the City, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency in economy in the process of development; including,

among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provisions for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and communitive facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

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

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

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

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

IN WITNESS WHEREOF, the undersigned members of the Community Redevelopment Authority of the City of Grand Island, Nebraska, hereby pass and adopt this Resolution and is in force this 28th day of June, 2004.

COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF GRAND ISLAND, NEBRASKA

Chair Barry A. Sullivan

ATTEST:

Secretary Cindy K. Johnson

Member Susan D. Pineda

Member Lee Elliott

Member Tom Gdowski

Member Glen A. Murray

EXHIBIT A
REDEVELOPMENT CONTRACT



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item G2

Approving Minutes of June 22, 2004 City Council Regular Meeting

The Minutes of June 22, 2004 City Council Regular Meeting are submitted for approval. See attached MINUTES.

Staff Contact: RaNae Edwards

OFFICIAL PROCEEDINGS

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

June 22, 2004

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on June 22, 2004. Notice of the meeting was given in the Grand Island Independent on June 16, 2004.

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

PLEDGE OF ALLEGIANCE was said followed by the INVOCATION given by Pastor Onamae Waddel, Trinity United Methodist Church, 511 North Elm Street. Pastor Waddel then sang "God Bless America".

RESERVE TIME TO SPEAK ON AGENDA ITEMS: Fifteen individuals reserved time to speak on agenda items.

ADJOURN TO BOARD OF EQUALIZATION: Motion by Hornady, second by Cornelius, carried unanimously to adjourn to Board of Equalization.

#2004-BE-9 – Consideration of Determining Benefits for Street Improvement District No. 1248, Faidley Avenue from Moore's Creek Drainway Easterly Towards Diers Avenue. Public Works Director Steve Riehle stated that work had been completed on Street Improvement District No. 1248 and action was required by the Council to set the assessments for this district. Motion by Pielstick, second by Hornady, to approve Resolution #2004-BE-9, carried unanimously.

RETURN TO REGULAR SESSION: Motion by Hornady, second by Cornelius, carried unanimously to return to Regular Session.

PUBLIC HEARINGS:

Public Hearing on a Change to the Grand Island Zoning Map for Property Being Proposed for Platting as Wal-Mart South Subdivision Located South of Highway 34 and East of South Locust Street from TA Transitional Agricultural to CD Commercial Development. Chad Nabity, Regional Planning Director reported that this change in zoning was for the Wal-Mart Super Center to be located on 36.19 acres at the southeast corner of U.S. Highway 34 and South Locust Street proposed for platting as Wal-Mart South Subdivision. Mentioned was that this item related to the Preliminary Plat and the Final Plat and Development Agreement for Wal-Mart South

Subdivision before council. Mr. Nabity explained two changes to the Development Agreement that City Administration recommended. Recommended changes were: a 10' Hike/Bike Trail instead of 5' and a 20" water main instead of 10" to be paid by Wal-Mart.

Ken Bunker, Attorney representing Wal-Mart spoke in support of the zoning change, annexation, and plat, but was opposed to the extra expense to Wal-Mart for the 20" water main. Mike Morrow and Gary Franz representing the owners at this location requested that if the development agreement were not approved, that Council wait with the annexation of this property. Don Day and Brett Martinez representing Olsson Associates on behalf of Wal-Mart were present to answer questions and encourage the city to pay for the increased size of the water main. No further public testimony was heard.

Public Hearing on Request of Mongolian Grill of Omaha, LLC dba Mongolian Grill Restaurant, 1816 Webb Road for a Class "J" Liquor License. City Clerk RaNae Edwards reported that Mongolian Grill of Omaha, LLC dba Mongolian Grill Restaurant, 1816 Webb Road had submitted an application with the City Clerk's Office for a Class "J" Liquor License which allows for the sale of wine and beer, on sale only within the corporate limits of the city. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on June 7, 2004; notice to applicant of date, time, and place of hearing mailed on June 7, 2004; notice to the general public of date, time, and place of hearing published on June 12, 2004; and Chapter 4 of the City Code. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at 2719 South Locust Street. (William and Sandra Lawrey) Tim Lusinger, Utilities Assistant Director reported that acquisition of a utility easement located at 2719 South Locust Street was required in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. This easement would be used to locate underground electrical cables and a pad-mounted transformer to serve the new Harley Davidson Central Store. No public testimony was heard.

Public Hearing on Request of CXT/LB Foster Company for Renewal of Conditional Use Permit for Temporary Buildings Located at 710 East Highway 30. Craig Lewis, Building Department Director reported that CXT/LB Foster Company had submitted a request for renewal of a Conditional Use Permit for temporary buildings located at 710 East Highway 30. Mr. Lewis stated these buildings were initially intended for a five year period, but have extended to eight. It was recommended that Council approve the two year renewal as requested, but no future approvals were recommended. No public testimony was heard.

Public Hearing on Acquisition of all Real Estate Property Located in the Block Bordered by Walnut, Cedar, Koenig, and Charles Streets. Doug Walker, City Attorney reported that this was the site for construction of Fire Station #1 as discussed at the June 15, 2004 Study Session. This public hearing was required for Council approval to proceed with the acquisition of the real estate.

Jerry Benker, 1710 West Oklahoma Avenue stated that he realized that a new station was needed and that if this was the only location for Fire Station #1, he wanted to be treated fairly. Gene

McIntosh, 424 West Charles spoke regarding response times and coverage areas. No further public testimony was heard.

Public Hearing on Acquisition of Approximately 90 Acres of Real Estate Located South of Capital Avenue, East of Nebraska Central Railroad, North of Lincoln View Estates Subdivision, and West of Geddes Street. Doug Walker, City Attorney reported that this was the site for construction of the Fire Training Facility as discussed at the June 15, 2004 Study Session. This public hearing was required for Council approval to proceed with the acquisition of the real estate.

Doug Petersen, 1414 Capital Avenue and Brad Petersen, 2020 East Capital Avenue commented on a piece of property they owned north of Capital Avenue and east of McCain Foods that they would rather have the city look at for the fire training center. Bob Hines, 1304 North Geddes spoke in opposition. No further public testimony was heard.

ORDINANCES:

Councilmember Pielstick made the motion that the statutory rules requiring ordinances to be read by title on three different days be suspended and that ordinance numbered:

#8916 – Consideration of Change to the Grand Island Zoning Map for Property Being Proposed for Platting as Wal-Mart South Subdivision Located South of Highway 34 and East of South Locust Street from TA Transitional Agricultural to CD Commercial Development

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

Mayor: Is there any one in the audience interested in this Ordinance? Ken Bunger, Attorney for Wal-Mart commented on the unfairness of having Wal-Mart pay for the increased water main and hike/bike trail. He stated that Wal-Mart would pay for the 10' hike/bike trail, but felt it was not fair to have them pay for the 20" water main. No further public comment was heard.

City Clerk: Ordinance #8916 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #8916 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor: By reason of the roll call votes on first reading and then upon final passage, Ordinance #8916 is declared to be lawfully passed and adopted upon publication as required by law.

Motion by Pielstick, second by Nickerson to defer Ordinance #8888 to a later time to work out the Development Agreement.

#8888 – Consideration of Annexation of Property Located South of U.S. Highway 34 and East of South Locust Street – Proposed Wal-Mart South Subdivision an Addition to the City of Grand Island (Final Reading)

Ken Bunger, Attorney for Wal-Mart requested that approval be given at this meeting so the project could move forward. Mike Morrow representing the owners of the property stated that if the Development Agreement were not approved by Council, the owners would not want to annex this property at this time. Discussion was held with regards to the development agreement and the 20" water main.

Upon roll call vote, Councilmembers Meyer, Pielstick, Nickerson, Pauly, and Walker voted aye. Councilmembers Whitesides, Gilbert, Cornelius, Hornady, and Haase voted no. Mayor Vavricek exercised his Mayoral right to break the tie vote by casting his vote against referring this matter to a later time. Motion failed.

Motion by Whitesides, second by Gilbert to approve Ordinance #8888 on Final Reading.

Mike Morrow requested that Resolution #2004-150 the Development Agreement for Wal-Mart South Subdivision be approved before the vote on Ordinance #8888. City Attorney Doug Walker stated that Council could repeal this Ordinance if the Development Agreement was not approved.

Upon roll call vote, Councilmembers Whitesides, Pielstick, Gilbert, Cornelius, Pauly, Hornady, Walker, and Haase voted aye. Councilmembers Meyer and Nickerson voted no. Motion adopted.

Motion by Pielstick, second by Hornady, to approve Ordinance #8912 on Final reading.

#8912 – Consideration of Annexation of Property South of Airport Road and East of Shady Bend Road being Platted as Frauen Subdivision (Final Reading)

Upon roll call vote, Councilmembers Whitesides, Pielstick, Nickerson, Cornelius, Pauly, Hornady, Walker, and Haase voted aye. Councilmembers Meyer and Gilbert voted no. Motion adopted.

Councilmember Pielstick made the motion that the statutory rules requiring ordinances to be read by title on three different days be suspended and that ordinances numbered:

#8914 – Consideration of Creation of Street Improvement District No. 1253, Island Circle – West of Webb Road in Lacy Subdivision

#8917 – Consideration of Assessments for Street Improvement District No. 1248, Faidley Avenue from Moore's Creek Drainway Easterly Towards Diers Avenue

#8918 – Consideration of the Sale of Excess Right-of-Way to Menard, Inc., Adjacent to the South Side of Menard's Property

be considered for passage on the same day upon reading by number only and that the City Clerk be permitted to call out the number of these ordinances on first reading and then upon final

passage and call for a roll call vote on each reading and then upon final passage. Councilmember Haase seconded the motion. Upon roll call vote, all voted aye. Motion adopted.

Mayor: Is there any one in the audience interested in these Ordinances? No public comment was heard.

City Clerk: Ordinances #8914, #8917 and #8918 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 #8914, #8917 and #8918 on final passage. All those in favor of the passage of these ordinances on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor: By reason of the roll call votes on first reading and then upon final passage, Ordinances #8914, #8917 and #8918 are declared to be lawfully passed and adopted upon publication as required by law.

CONSENT AGENDA: Item G-13 was pulled from the consent agenda. Motion by Hornady, second by Walker, to approve the Consent Agenda excluding item G-13. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of June 8, 2004 City Council Regular Meeting. Councilmember Pielstick abstained.

Approving Minutes of June 15, 2004 City Council Study Session. Councilmember Cornelius abstained.

Approving Request of Mongolian Grill of Omaha, LLC dba Mongolian Grill Restaurant, 1816 Webb Road for a Class "J" Liquor License.

Approving Request of Tri Nguyen, 3122 North 168th Street, Omaha, Nebraska for a Liquor Manager Designation for Mongolian Grill Restaurant, 1816 Webb Road.

Approving Request of CXT/LB Foster Company for Renewal of Conditional Use Permit for Temporary Buildings Located at 710 East Highway 30.

Approving Preliminary Plat for Wal-Mart South Subdivision

#2004-142 – Final Plat and Subdivision Agreement for Frauen Subdivision. It was noted that Karen Frauen had submitted a final plat for Frauen Subdivision, located on a parcel of land in the W1/2 NW1/4 of Section 1-11-9 South of Airport Road, west of Shady Bend Road for the purpose of creating 2 lots from an 80 acre tract of land. Councilmember Meyer voted no.

#2004-143 – Approving Acquisition of Utility Easement Located at 2719 South Locust Street. (William and Sandra Lawrey)

#2004-144 – Approving Discontinuation of Water Main District No. 448 – Stolley Park Road, Bellwood to Kingwood.

#2004-145 – Approving Bid Award for Horizontal Split-Case Pump with Electric Motor for Roger's Pumping Station Pump #3 Installation with Patterson Pump Company of Toccoa, Georgia in an Amount of \$113,00.00 Plus Sales Tax.

#2004-146 – Approving Discontinuation of Sanitary Sewer District No. 516, Along Stolley Park Road from Bellwood Drive to East of Kingswood Drive (Roush Subdivision).

#2004-147 – Approving Amendment to the Grand Island Employees Pension Plan.

#2004-149 – Approving Warranty Work for Burdick Station Combustion Turbines 2 and 3 with Donaldson Company, Inc. of Bloomington, Minnesota.

#2004-148 – Approving State Contract Award for Purchase of 20 Computers for the Public Library with Dell Computers of Round Rock, Texas in an Amount of \$24,971.08. Motion by Walker, second by Whitesides to approve Resolution #2004-148. Tim Victor, 4228 Springview Drive spoke in opposition. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2004-150 – Approving Final Plat and Development Agreement for Wal-Mart South Subdivision. Motion by Nickerson, second by Cornelius to approve Resolution #2004-150 with the modification that Wal-Mart pay for a 20" water main and a 10' hike/bike trail.

Ken Bunger, Attorney for Wal-Mart commented concerning the fairness of making Wal-Mart pay for the increased size of water main and hike/bike trail and requested that this item be deferred to a later date if the council were to require Wal-Mart to pay the full costs.

Upon roll call vote, Councilmembers Meyer, Whitesides, Gilbert, Nickerson, Cornelius, Pauly, Hornady, Walker, and Haase voted aye. Councilmember Pielstick voted no. Motion adopted.

#2004-151 – Approving Resolution Proposing a Ballot Measure Banning Smoking from all Enclosed Public Places and Places of Employment within the City of Grand Island. City Attorney Doug Walker reported that at the June 1, 2004 Study Session, representatives of Tobacco Free Hall County made a presentation requesting a ordinance banning smoking in all public places within the City of Grand Island. The consensus of Council was to place this issue on the ballot for voters to decide at the next general election. With further study from City Administration, it was recommended that this issue be referred to the Central District Health Department for further study.

A lengthy discussion by council followed with comments made with regards to health issues, business owner's rights, and ballot issues. Teresa Anderson, Central District Health Department Director supported further study of a smoking ban and the establishment of smoke free policies.

Collette Shaughnessy representing Tobacco Free Hall County commented that they had not been notified or had any input in what was being presented to council, but stated they would support a ballot issue. Ms. Shaughnessy read a letter from Dr. Richard Fruehling supporting the smoking ban.

The following people spoke regarding this issue:

Russell Wing, 3125 Westside Street	opposed ballot – supported ordinance
Dean Burch, 407 East 18 th Street	opposed smoking ban
Robert Mahood, 123 North Locust	opposed smoking ban
Dean Pegg, 120 East 3 rd Street	opposed smoking ban
Richelle Cellar, 4258 Nevada Avenue	opposed smoking ban
Gene Dominick, 221 East 1 st Street	supported smoking ban
Cory Cameron, 3009 W. Stolley Park Road	opposed smoking ban

Motion by Nickerson, second by Meyer to refer this matter to the Central District Health Department for further study.

Upon roll call, Councilmembers Meyer, Nickerson, and Walker voted aye. Councilmembers Whitesides, Pielstick, Gilbert, Cornelius, Pauly, Hornady, and Haase voted no. Motion failed.

Motion by Whitesides to deny Resolution #2004-151. Motion died due to lack of a second.

Motion by Whitesides, second by Pauly to take the time necessary for further study of this issue and address ballot and/or ordinance language with the possibility of bringing this to an election. Upon on roll call vote, all voted aye. Motion adopted.

Council took a recess at 10:40 p.m. and reconvened at 10:50 p.m.

#2004-153 – Approving Acquisition of Approximately 90 Acres of Real Estate Located South of Capital Avenue, East of Nebraska Central Railroad, North of Lincoln View Estates Subdivision, and West of Geddes Street.

City Administrator Gary Greer commented on a discussion with the Petersen's of an alternate site. Mr. Greer recommended looking at the alternate site located north of Capital Avenue and east of McCain Foods. Doug Petersen, 1414 Capital Avenue commented on a preference for that site.

Motion by Pielstick, second by Meyer to approve Resolution #2004-153. Upon roll call vote, all voted no. Motion failed.

#2004-152 – Approving Acquisition of all Real Estate Property Located in the Block Bordered by Walnut, Cedar, Koenig, and Charles Streets.

Councilmember Gilbert stated she felt we were rushing this decision. Councilmember Haase supported the proposed site but had concerns about cost. Councilmember Meyer commented that

a Fire Station at Fonner Park solved no problems. Jerry Benker, 1710 West Oklahoma Avenue and Elaina Barber, 417 West Koenig Street spoke in opposition. Paul Jakubowski, 1511 Stagecoach Road commented on the lack of communication with regards to this issue.

Motion by Gilbert, second by Haase to refer Resolution #2004-152 to the July 20, 2004 Study Session meeting. Upon roll call, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Cornelius, second by Hornady, carried unanimously to approve the Claims for the period of June 9, 2004 through June 22, 2004, for a total amount of \$3,451,550.11. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 11:30 p.m.

Respectfully submitted,

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item G3

**Approving Request of Myriam Ramos dba Latin American
Grocery Store, 602 West 4th Street for a Class "D" Liquor License**

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

Staff Contact: RaNae Edwards



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item G4

Approving Request of We Aim to Please, Inc., dba We Aim to Please You, 700 East Stolley Park Road for a Class "CK" Catering Liquor License

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

Staff Contact: RaNae Edwards



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item G5

**Approving Request of Ronald Bodie, 204 North Grace, for Liquor
Manager Designation for We Aim to Please You, 700 East Stolley
Park Road**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: July 13, 2004

Subject: Request of Ronald Bodie, 204 North Grace for Liquor Manager Designation for We Aim to Please You, 700 East Stolley Park Road

Item #'s: G-5

Presenter(s): RaNae Edwards, City Clerk

Background

Ronald Bodie, 204 North Grace has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with the Class "CD-64257" Liquor License for We Aim to Please You located at 700 East Stolley Park Road. This application has been reviewed by the Police Department and City Clerk's Office.

Discussion

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

Alternatives

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

1. Approve the request of Ronald Bodie, 204 North Grace for Liquor Manager Designation in conjunction with the Class "CK-64257" Liquor License for We Aim to Please You, 700 East Stolley Park Road.
2. Disapprove or /Deny the request.
3. Table the issue

Recommendation

City Administration recommends that the Council approve this request.

Sample Motion

Approve the request of Ronald Bodie, 204 North Grace for Liquor Manager Designation for We Aim to Please You, 700 East Stolley Park Road.



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item G6

**Approving Request of AYR, Inc. dba El Toro Mexican
Restaurant, 3425 West State Street for Addition to Class "I-61118"
Liquor License**

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

Staff Contact: RaNae Edwards



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item G7

#2004-154 - Approving the Adoption of the Comprehensive Development Plan

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity AICP
Hall County Regional Planning Director

Meeting: July 13, 2004

Subject: Comprehensive Plan

Item #'s: G-7

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

Background

In March of 2002 the Hall County Regional Planning Department began working with JEO Consulting Inc. of Wahoo Nebraska to update the comprehensive development plans, zoning and subdivision regulations for Grand Island, Hall County, Wood River, Alda, Doniphan and Cairo.

The process for Grand Island, over the course of the last two years, included four town hall meetings, eight subcommittees that comprised of over 130 citizens suggesting goals, objectives and policies for their committee, as well as monthly meetings with a steering committee. The steering committee was made up of more than 25 citizens and city of Grand Island staff.

Council has received copies of the comprehensive plan.

Discussion

The Hall County Regional Planning Commission held public hearings on the plan and proposed regulations on February 18, 2004. The planning commission has recommended that the Grand Island City Council approve the plan and regulations as presented. A copy of the planning commission recommendation is attached.

The Comprehensive Plan is has been updated and modified to recognize the growth of Grand Island since the 1992 plan. This plan projects population growth, land, transportation, and infrastructure needs, and land use patterns into the next 20 years.

Alternatives

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

1. Approve the proposed plan as presented.
2. Discuss the proposed plan and direct staff to make specific modifications to the plan and/or regulations and bring the modified plan and regulations forward for approval at a future date.
3. Discuss the proposed plan and direct staff to make specific modifications to the plan and/or regulations and send the modified plan and regulations back to the planning commission for a new hearing and recommendation.

Recommendation

City Administration recommends that the Council approve the proposed plan as presented.

February 19, 2004

Honorable Jay Vavricek, Mayor
And Members of the Council
City Hall 100 E. 1st Street
Grand Island, NE 68801

Dear Members of the Council:

**RE: COMPREHENSIVE PLAN, ZONING REGULATIONS, SUBDIVISION
REGULATIONS.**

At the meeting of the Regional Planning Commission, held February 18, 2004, the above items were considered.

Keith with JEO Consulting Group gave a brief summary of the Comprehensive Plan, he said it is based on the needs and desires of the community. He said the plan tries to minimize conflicts between land uses. Keith said the zoning was looked at they tried to keep what was working and change what was not working. He noted one of the major changes being to create a large lot residential zone, for the areas of town that currently have houses built on larger lots like ½ acres.

Keith said they have changed a few things in the 2 mile zoning jurisdiction into Merrick County, to the people living in this area do not have to meet the strictest of the two regulations between Grand Island and Merrick County anymore, they will only have to comply with the Grand Island regulations.

Nabity explained that Merrick County has requested that an Inter-jurisdictional Planning Commission be created between Merrick County Planning Commission, and Hall County Planning Commission, with 3 members from each Merrick County & Hall County. The newly created Planning Commission would only make decisions on property located in the area of Merrick County that also falls within the Grand Island 2 mile zoning jurisdiction, and would then make a recommendation to the Grand Island City Council.

Randy Stueven gave the Planning Commission members copies of a few letters concerning the concurrent jurisdiction. He said they would like us to hold off on making a decision on this until the Inter-jurisdictional Planning Commission is created and in place. He said the people that live in the concurrent jurisdiction deserve representation from Merrick County as well.

Gary Mathis Merrick County Planning & Zoning Administrator said he also would like to see no action taken on the concurrent jurisdiction until the Inter-jurisdictional Planning Commission is created so there is no lapse in representation.

Greg Baxter asked for clarification on the zoning his cattle operation would be located in under this new plan, and if it would be allowed to operate as it is now, and also on the taxable value that the tax levy would not change until the land was platted, and not because it is in a different zoning classification.

Nabity said the taxable value would continue as it does now and not change until the land was platted. He said Baxters will be allowed to operate as they are today with not problems or conditional uses, they would be grandfathered in as a nonconforming use. He said if they wanted to expand their operation they would need to apply for an expansion of a non conforming use..

Following further discussion a motion was made by Ruge and 2nd by Brown to **approve**, and recommend the City of Grand Island **approve** the Comprehensive Plan for the City Of Grand Island.

A roll call vote was taken and the motion passed by a unanimous vote of the 10 members present (Amick, Haskins, Lechner, O'Neill, Brown, Niemann, Miller, Ruge, Monter, Hayes).

Following further discussion a motion was made by Niemann 2nd by Amick to **approve** and recommend the City of Grand Island **approve** the Subdivision and Zoning Regulations for the City of Grand Island.

A roll call vote was taken and the motion passed by a unanimous vote of the 10 members present (Amick, Haskins, Lechner, O'Neill, Brown, Niemann, Miller, Ruge, Monter, Hayes).

Yours truly,

Chad Nabity AICP
Planning Director

RESOLUTION 2004-154

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

WHEREAS, on August 24, 1992, by Resolution 92-215, the City of Grand Island approved and adopted the Comprehensive Land Use and Transportation Plan and associated figures and maps as prepared by the firm of BRW, Inc. of Minneapolis, Minnesota; and

WHEREAS, numerous changes and amendments to the Plan have been approved since its initial adoption in 1992; and

WHEREAS, JEO Consulting Group, Inc. of Wahoo, Nebraska, recently prepared a new and updated Comprehensive Development Plan; and

WHEREAS, on February 18, 2004 and on June 2, 2004, the Regional Planning Commission held public hearings on such issue, and recommended approval of such plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island hereby approves and adopts the 2004 Comprehensive Development Plan prepared by JEO Consulting Group, Inc.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2004.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 8, 2004	☐ City Attorney



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item G8

#2004-155 - Approving Final Plat and Subdivision Agreement for 5-T Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: July 13, 2004
Subject: 5-T Subdivision - Final Plat
Item #'s: G-8
Presenter(s): Chad Nabity AICP, Regional Planning Director

Background

This final plat proposes to create 1 lot on a currently unplatted parcel of land in the NE ¼ of Section 35, Township 12, Range 10. This property consists of .971 acres. This will split an existing farmstead from a tract of more than 20 acres.

Discussion

This is a legal subdivision within the jurisdiction of the City of Grand Island. This will be permitted with a well and septic system as city services are not available at this location. This property is not adjacent to the Grand Island City Limits.

Alternatives

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

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

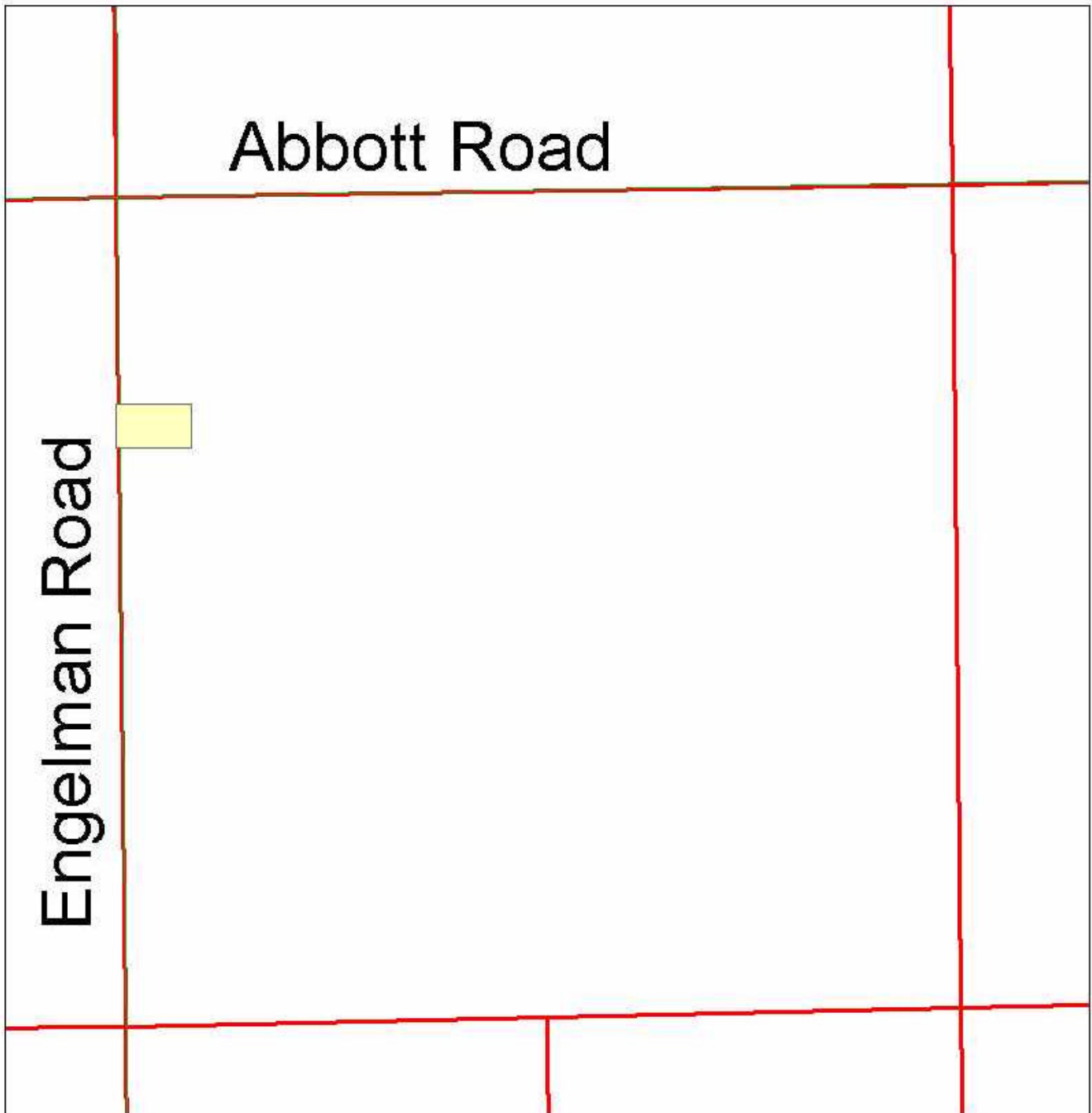
Recommendation

A motion was made by Amick and seconded by Haskins to **approve** and recommend that the Grand Island City Council **approve** the final plat of 5-T Subdivision.

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

Sample Motion

Approve the Final Plat for 5-T Subdivision as presented.



Proposed 5-T Subdivision
Zoning AG
Grand Island 2-Mile ETJ
Existing Farmstead Split
June 22, 2004

RESOLUTION 2004-155

WHEREAS, Donald E. Stoltenberg and R. Marie Stoltenberg, husband and wife, as owners, have caused to be laid out into a lot, a tract of land comprising a part of the Northwest Quarter (NW1/4) of Section Thirty Five (35), Township Twelve (12) North, Range Ten (10) West of the 6th P.M. in Hall County, Nebraska, under the name of 5-T SUBDIVISION, and have caused a plat thereof to be acknowledged by them; and

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

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

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

BE IT FURTHER RESOLVED that the final plat of 5-T SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2004.

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item G9

**#2004-156 - Approving Final Plat and Subdivision Agreement for
Bockmann South Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: July 13, 2004
Subject: Bockmann South Subdivision - Final Plat
Item #'s: G-9
Presenter(s): Chad Nabity AICP, Regional Planning Director

Background

This final plat proposes to create 1 lot on a currently unplatted parcel of land in the E ½ SE ¼ of Section 14, Township 10, Range 10. This property consists of 2.581 acres. This will split an existing farmstead from a tract of more than 20 acres.

Discussion

This is a legal subdivision within the jurisdiction of the City of Grand Island. This will be permitted with a well and septic system as city services are not available at this location. This property is not adjacent to the Grand Island City Limits.

Alternatives

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

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

Recommendation

A motion was made by Hayes and seconded by Haskins to **approve** and recommend that the Grand Island City Council **approve** the final plat of Bockmann South Subdivision.

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

Sample Motion

Approve the Final Plat for Bockmann South Subdivision as presented.



Proposed Bockman South Subdivision
Zoning AG
Grand Island 2-Mile ETJ
Existing Farmstead Split
June 22, 2004

RESOLUTION 2004-156

WHEREAS, Dale L. Bockman and Marilyn J. Bockman, husband and wife, as owners, have caused to be laid out into a lot, a tract of land comprising a part of the East Half of the Southeast Quarter (E1/2, SE1/4) of Section Fourteen (14), Township Ten (10) North, Range Ten (10) West of the 6th P.M. in Hall County, Nebraska, under the name of BOCKMAN SOUTH SUBDIVISION, and have caused a plat thereof to be acknowledged by them; and

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2004.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 8, 2004	☐ City Attorney



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item G10

**#2004-157 - Approving Acquisition of Utility Easement Located
East of Independence Avenue and North of Utah Avenue - Calvary
Assembly of God**

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

Staff Contact: Gary R. Mader

RESOLUTION 2004-157

WHEREAS, a public utility easement is required by the City of Grand Island, from Calvary Assembly of God, a non-profit corporation, to install, upgrade, maintain, and repair public utilities and appurtenances; and

WHEREAS, a public hearing was held on July 13, 2004, for the purpose of discussing the proposed acquisition of an easement and right-of-way through a part of the West Half of the Northeast Quarter (W1/2, NE1/4) of Section Two (2), Township Eleven (11) North, Range Ten (10) West of the 6th P.M. in the City of Grand Island, Hall County, Nebraska, the centerline of the twenty (20.0) foot wide utility easement and right-of-way being more particularly described as follows:

Referring to the northwest corner of Lot Thirteen (13) Ross Heights Second Subdivision; thence northerly along the easterly right-of-way line of Independence Avenue, a distance of Three Hundred Twenty Four (324.0) feet to the ACTUAL Point of Beginning; thence deflecting right 90°00'00" and running in an easterly direction, a distance of One Hundred Thirty Three (133.0) feet.

The above-described easement and right-of-way containing 0.061 acres, more or less, as shown on the plat dated June 25, 2004, marked Exhibit "A" attached hereto and incorporated herein by reference.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2004.

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
July 8, 2004	<input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item G11

**#2004-158 - Approving Acquisition of Utility Easement Located
North of Bismark Road, East of Stuhr Road - Nienhueser**

This item relates to the aforementioned Public Hearing Item E-7.

Staff Contact: Gary R. Mader

RESOLUTION 2004-158

WHEREAS, a public utility easement is required by the City of Grand Island, from Margaret A. Meyer, n/k/a Margaret A. Nienhueser and Kenneth Nienhueser, wife and husband, to install, upgrade, maintain, and repair public utilities and appurtenances; and

WHEREAS, a public hearing was held on July 13, 2004, for the purpose of discussing the proposed acquisition of an easement and right-of-way through a part of the Southwest Quarter of the Southwest Quarter (SW1/4, SW1/4) of Section Fourteen (14), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. in Hall County, Nebraska, the westerly line of the twenty (20.0) foot wide utility easement and right-of-way being more particularly described as follows:

Referring to the southwest corner of the Southwest Quarter of the Southwest Quarter (SW1/4, SW1/4) of Section Fourteen (14), Township Eleven (11) North, Range Nine (9) West; thence easterly along the southerly line of said Southwest Quarter of the Southwest Quarter (SW1/4, SW1/4), Section Fourteen (14), Township Eleven (11) North, Range Nine (9) West, a distance of three hundred sixty and five tenths (360.5) feet; thence northerly parallel with the westerly line of said Southwest Quarter of the Southwest Quarter (SW1/4, SW1/4), Section Fourteen (14), Township Eleven (11) North, Range Nine (9) West, a distance of thirty three (33.0) feet to the ACTUAL Point of Beginning; thence continuing northerly and parallel with the westerly line of the said Southwest Quarter of the Southwest Quarter (SW1/4, SW1/4), Section Fourteen (14), Township Eleven (11) North, Range Nine (9) West, a distance of three hundred forty seven (347.0) feet.

The above-described easement and right-of-way containing 0.16 acres, more or less, as shown on the plat dated July 1, 2004, marked Exhibit "A" attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from Margaret A. Meyer, n/k/a Margaret A. Nienhueser and Kenneth Nienhueser, wife and husband, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2004.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 8, 2004	☐ City Attorney



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item G12

**#2004-159 - Approving Bid Award for Turbine Steam Seal
Packing - Platte Generating Station**

Staff Contact: Gary R. Mader; Dale Shotkoski

Council Agenda Memo

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

Meeting: July 13, 2004

Subject: Bid Award for Turbine Steam Seal Packing
- Platte Generating Station

Item #'s: G-12

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

Background

Plant staff has observed significant changes in the operating characteristics of the Platte Generating Station over the last few months, and has been working to determine the cause. Outside equipment engineers and testing firms have been consulted. The major source of change is excessive steam leakage between the high pressure and intermediate pressure sections of the steam turbine. This leakage causes reduced boiler reheat steam flows which affects boiler operation as it is calibrated to maintain reheat steam temperature. Steam leakage between turbine sections is controlled by labyrinth toothed shaft seals, commonly referred to as steam seal packing. The steam seal packing prevents steam leakage between the stationary turbine casings and the rotating shaft, and between turbine sections, in a severe working environment. Turbine steam inlet conditions are 1800psi at 1000⁰ F. The turbine at Platte has been in service since 1982 and the packing has never been replaced. The Utilities Department solicited bids for replacement steam seal packing, springs, and bolts. These components are planned for installation during a scheduled maintenance outage this fall.

Discussion

The specifications for the replacement turbine steam seal packing were issued for bid in accordance with the City Procurement Code. Responses were received from the following bidders. The engineer's estimate for this contract was \$170,000.

<u>Bidder</u>	<u>Bid price</u>
GE Energy Parts, Cincinnati, OH	\$ 67,402.08
TurboCare, Inc, Chicopee, MA	\$ 74,883.00
Power Generation Services, Inc., Anoka, MN	\$ 99,500.00
Turbo Parts, LLC, Ballston Spa, NY	\$139,300.00

Alternatives

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

1. Approve the award for the Turbine Steam Seal Packing.
2. Deny the purchase of the Turbine Steam Seal Packing.
3. Table the issue.

Recommendation

The Utilities Department staff reviewed the bids for compliance with the City's detailed specifications. The Utilities Department recommends that the purchase contract for this equipment be awarded to the low compliant bidder, GE Energy Parts, in the amount of \$67,402.08.

Sample Motion

I move the award for purchase of the turbine steam seal packing in the amount of \$67,402.08 be awarded to GE Energy Parts from Cincinnati, Ohio.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: June 24, 2004 at 11:00 a.m.

FOR: Turbine Steam Seal Packing

DEPARTMENT: Utilities - PGS

ESTIMATE: \$170,000.00

FUND/ACCOUNT: E-520

PUBLICATION DATE: June 10, 2004

NO. POTENTIAL BIDDERS: 6

SUMMARY

Bidder:	<u>GE Energy Parts</u> Cincinnati, OH	<u>Power Generation Service, Inc.</u> Anoka, MN
Bid Security:	Liberty Mutual Ins. Co.	United States Fidelity
Exceptions:	None	None
Bid Price:	\$68,040.96	\$99,500.00

Bidder:	<u>TurboCare, Inc.</u> Chicopee, MA	<u>Turbo Parts, LLC</u> Ballston Spa, NY
Bid Security:	Federal Insurance Co.	\$6,965.00
Exceptions:	None	None
Bid Price:	\$74,883.00 (Tax not included)	\$139,300.00 (Tax not included)

Bidder:	<u>MVP Turbine Repair, Inc.</u> Barnhart, MO
Bid Security:	\$4,787.85
Exceptions:	Non
Bid Price:	\$95,757.08

RESOLUTION 2004-159

WHEREAS, the City of Grand Island invited sealed bids for Turbine Steam Seal Packing, according to plans and specifications on file at the Platte Generating Station; and

WHEREAS, on June 24, 2004, bids were received, opened and reviewed; and

WHEREAS, GE Energy Parts of Cincinnati, Ohio, submitted a bid in accordance with the terms of the advertisement of bids and the specifications and all other statutory requirements contained therein, such bid being in the amount of \$67,402.08; and

WHEREAS, GE Energy Parts' bid is less than the engineer's estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of GE Energy Parts of Cincinnati, Ohio, in the amount of \$67,402.08 for turbine steam seal packing is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2004.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 8, 2004	☐ City Attorney



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item G13

#2004-160 - Approving Deferral of Assessments for Agricultural Property, Located within the Boundaries of Street Improvement District 1252, Lillie Drive (Steve and Connie Asche)

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

Council Agenda Memo

From: Steven P. Riehle, P.E., Director of Public Works

Meeting: July 13, 2004

Subject: Approving Deferral of Assessments for Agricultural Property, located within the Boundaries of Street Improvement District 1252, Lillie Drive and Mabel Drive.

Item #'s: G-13

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

Background

City Council action is required to approve deferral of special assessments. The City Council created Street Improvement District 1252 on May 25, 2004. Steven and Connie Asche are the owners of the agricultural land within the District.

Discussion

The owners have requested that an agricultural use deferral be granted for assessments from Street Improvement District 1252. The real estate is located within an agricultural use zone and is used exclusively for agricultural purposes. The owner is not protesting the district provided the agricultural deferment is granted. Assessment payments would begin when the property is developed or no longer eligible for an agricultural use deferral.

Alternatives

1. Approve the request for an agricultural deferment.
2. Disapprove or /Deny the request for an agricultural deferment; the Asche's would then protest the district.
3. Modify the recommendation to meet the wishes of the Council.
4. Table the issue.

Recommendation

City Administration recommends that the Council approve the request for an agricultural deferral.

Sample Motion

Move to approve the agricultural deferral.

[illegible]

EXHIBIT "A"

Entered As Instrument No
0200406059

STATE OF NEBRASKA)
COUNTY OF HALL) SS

2004 JUN 18 AM 9 06

Kathy Baack
REG OF DEEDS

CASH 5.50
CHECK _____

REFUNDS:
CASH _____
CHECK _____

200406059

This Space Reserved for Register of Deeds

**NOTICE OF FILING APPLICATION
FOR DEFERRAL FROM SPECIAL ASSESSMENTS**

5.50

An Application for an agricultural deferral from Special Assessments was filed with the Grand Island City Clerk on June 18, 2004, requesting deferral of the Special Assessment for Street Improvement District #1252, with respect to the following described Real Estate owned by Steven F. and Connie Asche, to-wit:

Part of the Southeast Quarter, Northeast Quarter (SE ¼, NE ¼), Section 23-11-10, more particularly described as beginning at the Southwest Corner of Gosda Subdivision, thence East on the South line of Gosda Subdivision for a distance of 933.05 feet, thence South on a line perpendicular to the South line of Gosda Subdivision for a distance of 228 feet, thence West on a line 228 feet South of and parallel to the South line of Gosda Subdivision to a point where a prolongation of the West line of Gosda Subdivision intersects, thence North on the prolongation of the West line of Gosda Subdivision to the point of beginning, all in the City of Grand Island, Nebraska.

By: *Steven F. Asche*
Steven F. Asche

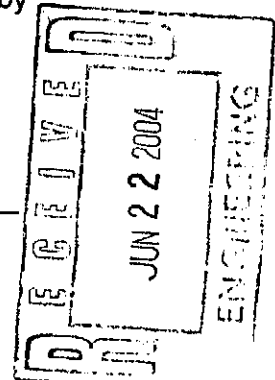
By: *Connie Asche*
Connie Asche

STATE OF NEBRASKA)
COUNTY OF HALL) SS:

The foregoing was acknowledged before me on June 17, 2004, by Steven F. Asche and Connie Asche.



Danielle K. Collins
Notary Public



R E S O L U T I O N 2004-160

WHEREAS, on May 25, 2004, by Ordinance No. 8906, the City of Grand Island created Street Improvement District No. 1252; and

WHEREAS, such district includes land which is and continues to be, within an agricultural use zone and is used exclusively for agricultural use; and

WHEREAS, Steven F. Asche and Connie Asche own property in such district; and

WHEREAS, Steven Asche and Connie Asche have requested an agricultural deferment on the assessment for Street Improvement District No. 1252 due to the land being used exclusively for agricultural purposes; and

WHEREAS, a Notice of Filing Application for Deferral from Special Assessments was filed with the Hall County Register of Deeds on June 18, 2004 as Instrument No. 0200406059 pertaining to property owned by Steven and Connie Asche which is located within Street Improvement District No. 1252.

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

1. The special assessments to be levied against Steven and Connie Asche under Street Improvement District No. 1252 shall be deferred until terminated in accordance with Neb. Rev. Stat. §19-2430.
2. That during said deferral, no principal payments shall become due and no interest shall accrue upon the assessment.
3. That the special assessment shall be divisible upon a pro rata basis of the original assessment in the event a portion of the land shall no longer be eligible for deferral.
4. That upon termination of deferral, the principal amount of the special assessment shall be amortized over a term of ten years from that date. The first such installment shall become delinquent in fifty days after termination of deferral. Each installment except the first shall draw interest at seven percent (7%) per annum from and after the date of termination of deferral until the same shall become delinquent. Delinquent installments shall draw interest at fourteen percent (14%) per annum.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2004.

Approved as to Form <input type="checkbox"/> _____ July 8, 2004 <input type="checkbox"/> City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item G14

#2004-161 - Approving Deferral of Assessments for Agricultural Property, Located within the Boundaries of Street Improvement District 1252, Lillie Drive (Barry Niedfelt)

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

Council Agenda Memo

From: Steven P. Riehle, P.E., Director of Public Works

Meeting: July 13, 2004

Subject: Approving Deferral of Assessments for Agricultural Property, located within the Boundaries of Street Improvement District 1252, Lillie Drive and Mabel Drive (Barry Niedfelt)

Item #'s: G-14

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

Background

City Council action is required to approve deferral of special assessments. The City Council created Street Improvement District 1252 on May 25, 2004. Barry Niedfelt is an owner of agricultural land located within the District.

Discussion

The owner has requested that an agricultural use deferral be granted for assessments from Street Improvement District 1252. The real estate is located within an agricultural use zone and is used exclusively for agricultural purposes. Assessment payments would begin when the property is developed or no longer eligible for an agricultural use deferral.

Alternatives

1. Approve the request for an agricultural deferment.
2. Disapprove or /Deny the request for an agricultural deferment.
3. Modify the recommendation to meet the wishes of the Council.
4. Table the issue.

Recommendation

City Administration recommends that the Council approve the request for an agricultural deferral.

Sample Motion

Move to approve the agricultural deferral.

[illegible]

EXHIBIT "A"

Entered As Instrument No

0200406614

STATE OF NEBRASKA)
COUNTY OF HALL) ss

2004 JUL 6 AM 9 32

Kathy Braach
REG OF DEEDS

CASH 5.50
CHECK _____

REFUNDS:

CASH _____
CHECK _____

200406614

This Space Reserved for Register of Deeds

**NOTICE OF FILING APPLICATION
FOR DEFERRAL FROM SPECIAL ASSESSMENTS**

An Application for an agricultural deferral from Special Assessments was filed with the Grand Island City Clerk on July 6, 2004, requesting deferral of the Special Assessment for Street Improvement District #1252, with respect to the following described Real Estate owned by Barry W. Niedfelt, to-wit:

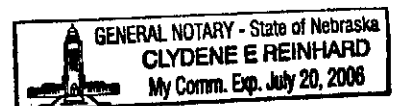
Part of the Northeast Quarter (NE ¼), Section 23-11-10, more particularly described as beginning at the Southwest Corner of Lot 8, Gosda Subdivision; thence West for a distance of 228 feet; thence South for a distance of 576 feet; thence East for a distance of 228 feet to the West line of Mabel Drive; thence North on the West line of Mabel Drive for a distance of 576 feet to the point of beginning, all in the City of Grand Island, Nebraska.

By: Barry W Niedfelt
Barry W Niedfelt

STATE OF NEBRASKA)
COUNTY OF HALL) ss:

The foregoing was acknowledged before me on 6/25, 2004, by Barry W. Niedfelt

Clydene E Reinhard
Notary Public



Return to:
Larry Cornelius, Sr. Eng. Tech.
Public Works Department
City of Grand Island
P.O. Box 1968
Grand Island, NE 68802

R E S O L U T I O N 2004-161

WHEREAS, on May 25, 2004, by Ordinance No. 8906, the City of Grand Island created Street Improvement District No. 1252 along Lillie Drive and Mabel Drive; and

WHEREAS, such district includes land which is and continues to be, within an agricultural use zone and is used exclusively for agricultural use; and

WHEREAS, Barry W. Niedfelt owns property in such district; and

WHEREAS, Barry W. Niedfelt has requested an agricultural deferment on the assessment for Street Improvement District No. 1252 due to the land being used exclusively for agricultural purposes; and

WHEREAS, a Notice of Filing Application for Deferral from Special Assessments was filed with the Hall County Register of Deeds on July 6, 2004 as Instrument No. 0200406614 pertaining to property owned by Barry W. Niedfelt which is located within Street Improvement District No. 1252.

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

1. The special assessments to be levied against Barry W. Niedfelt under Street Improvement District No. 1252 shall be deferred until terminated in accordance with Neb. Rev. Stat. §19-2430.
2. That during said deferral, no principal payments shall become due and no interest shall accrue upon the assessment.
3. That the special assessment shall be divisible upon a pro rata basis of the original assessment in the event a portion of the land shall no longer be eligible for deferral.
4. That upon termination of deferral, the principal amount of the special assessment shall be amortized over a term of ten years from that date. The first such installment shall become delinquent in fifty days after termination of deferral. Each installment except the first shall draw interest at seven percent (7%) per annum from and after the date of termination of deferral until the same shall become delinquent. Delinquent installments shall draw interest at fourteen percent (14%) per annum.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2004.

Approved as to Form <input type="checkbox"/> _____ July 8, 2004 <input type="checkbox"/> City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item G15

**#2004-162 - Approving Continuation of Street Improvement
District 1252; Lillie Drive from North Road to Mabel Drive and
Mabel Drive North to Edna Drive**

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

Council Agenda Memo

From: Steven P. Riehle, P.E., Director of Public Works

Meeting: July 13, 2004

Subject: Continuation of Street Improvement District 1252; Lillie Drive from North Road to Mabel Drive and Mabel Drive North to Edna Drive

Item #'s: G-15

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

Background

Street Improvement District 1252, Lillie Drive from North Road to Mabel Drive and Mabel Drive North to Edna Drive, for asphalt paving, was created by the City Council on May 25, 2004. Legal notice of the district creation was published in the *Grand Island Daily Independent* on June 1, 2004. Notification was also mailed to the property owners on that date, stating that the construction would take place unless more than 50% of the abutting landowners submitted written protests during the protest period.

Discussion

The District completed the 20-day protest period at 5:00 p.m. on June 21, 2004. There were two protest filed against this district by abutting property owners. These owners represented 1,317.05 front feet, or 36.86% of the total district frontage of 3,573.09 feet. However, one owner with 933.05 front feet has filed for an Ag Deferment and has indicated in their protest letter that they will not protest if the deferment is granted by City Council at the July 13, 2004 meeting. This protest will not be considered, assuming that Council will grant this request. The other protesting owner has 384 feet of footage, 299 feet of which the right to protest has been waived due to stipulations in the subdivision agreement. Accordingly, the remaining 85 feet of frontage is considered a valid protest and represents 2.38 % of the total district frontage of 3,573.09 feet.

Alternatives

1. Approve the continuation of Street Improvement District 1252.
2. Disapprove or /Deny the continuation of the District.
3. Modify the recommendation to meet the wishes of the Council.
4. Table the issue.

Recommendation

City Administration recommends that the Council pass a resolution for continuation of the district.

Sample Motion

Move to approve the continuation of Street Improvement District 1252.

[illegible]

EXHIBIT "A"

RESOLUTION 2004-162

WHEREAS, Street Improvement District No. 1252 (Lillie Drive) was created by Ordinance No. 8906 on May 25, 2004; and

WHEREAS, notice of the creation of such street improvement district was published in the Grand Island Independent in accordance with the provisions of Section 16-619, R.R.S. 1943; and

WHEREAS, Section 16-620, R.R.S. 1943, provides that if the owners of record title representing more than 50% of the front footage of the property abutting upon the streets, avenues, or alleys, or parts thereof which are within such proposed district shall file with the City Clerk within twenty days from the first publication of said notice written objections to such street improvement district, said work shall not be done and the ordinance shall be repealed; and

WHEREAS, the protest period ended on June 21, 2004, and protests were filed with the City Clerk against the creation of Street Improvement District 1252 by abutting property owners representing 2.38% of the total district frontage.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that insufficient protests having been filed with the City Clerk against the creation of Street Improvement District No. 1252, such district shall be continued and constructed according to law.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2004.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 8, 2004	☐ City Attorney



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item G16

**#2004-163 - Approving Bid Award for the U.S. HWY 281 Traffic
Signal Project, 2004-TS-1**

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

Council Agenda Memo

From: Steven P. Riehle, P.E., Director of Public Works
Dale Shotkoski, Assistant City Attorney

Meeting: July 13, 2004

Subject: Approving Bid Award for the U.S. HWY 281
Traffic Signal Project, 2004-TS-1

Item #'s: G-16

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

Background

On June 14, 2004 the Engineering Division of the Public Works Department advertised for bids for the U.S. HWY 281 Traffic Signal Project, 2004-TS-1.

Discussion

Three bids were received and opened on June 29, 2004. The Engineering Division of the Public Works Department and the Purchasing Division of the City Attorney's Office have reviewed the bids that were received. All bids were submitted in compliance with the contract, plans, and specifications with no exceptions. A summary of the bids is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Bid Security</i>	<i>Total Bid</i>
Ensley Electric Grand Island, NE	None	Inland Insurance Company	\$41,993.30
Dominion Construction Co. Grand Island, NE	None	Travelers Casualty	\$47,179.36
Kayton Electric Grand Island, NE	None	Federal Insurance Company	\$53,493.75

The engineer's opinion of cost for this project is \$46,107.47. There are sufficient funds available in the Public Works account No. 40033535-90075.

Alternatives

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

1. Approve awarding the contract for the U.S. HWY 281 Traffic Signal Project, 2004-TS-1 to the lowest bidder.
2. Disapprove or/Deny awarding the contract.
3. Modify the contract to meet the wishes of the Council.
4. Table the issue, however, the contractor may withdraw their bid if it is not awarded within 45 days of bid opening.

Recommendation

City Administration recommends that the Council approve awarding the contract to Ensley Electric of Grand Island, Nebraska, for the amount of \$41,993.30.

Sample Motion

Move to approve the award of the contract to the lowest bidder, Ensley Electric of Grand Island, Nebraska for the U.S. HWY 281 Traffic Signal Project, 2004-TS-1.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

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Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: June 29, 2004 at 11:00 a.m.

FOR: U.S. Highway Signal Project 2004-TS-1

DEPARTMENT: Public Works

ESTIMATE: \$46,107.47

FUND/ACCOUNT: 40033535-90075

PUBLICATION DATE: June 14, 2004

NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder:	<u>Ensley Electric</u> Grand Island, NE	<u>Dominion Construction Co.</u> Grand Island, NE	<u>Kayton Electric</u> Grand Island, NE
Bid Security:	Inland Insurance Co.	Travelers Casualty	Federal Ins. Co.
Exceptions:	None	None	None
Bid Price:	\$41,993.30	\$47,179.36	\$53,493.75

cc: Steve Riehle, Public Works Director
Gary Greer, City Administrator
Dale Shotkoski, Purchasing Agent
Laura Berthelsen, Legal Assistant

P914

RESOLUTION 2004-163

WHEREAS, the City of Grand Island invited sealed bids for the U.S. Highway 281 Signal Project 2004-TS-1, according to plans and specifications on file with the City Engineer; and

WHEREAS, on June 29, 2004, bids were received, opened and reviewed; and

WHEREAS, Ensley Electric of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$41,993.30; and

WHEREAS, Ensley Electric's bid is less than the engineer's estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Ensley Electric of Grand Island, Nebraska, in the amount of \$41,993.30 for the U.S. Highway Signal 281 Project 2004-TS-1 is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2004.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 8, 2004	☐ City Attorney



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item G17

#2004-164 - Approving Bid Award for Sanitary Sewer District No. 513, Gosda Subdivision Along Lillie Drive West of North Road

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

Council Agenda Memo

From: Steven P. Riehle, P.E., Director of Public Works

Meeting: July 13, 2004

Subject: Approving Bid Award for Sanitary Sewer District No. 513, Gosda Subdivision Along Lillie Drive West of North Road

Item #'s: G-17

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

Background

On March 23, 2004 the Engineering Division of the Public Works Department advertised for bids for Sanitary Sewer No. 513; Gosda Subdivision along Lillie Drive West of North Road.

Discussion

Two bids were received and opened on July 1, 2004. The Engineering Division of the Public Works Department and the Purchasing Division of the City Attorney's Office have reviewed the bids that were received. Both bids were submitted in compliance with the contract, plans, and specifications with no exceptions. A summary of the bids is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Bid Security</i>	<i>Total Bid</i>
The Diamond Engineering Company Grand Island, NE	None	Travelers Casualty and Surety Co.	\$23,394.50
Judds Brothers Grand Island, NE	None	Union Insurance Co.	\$31,677.50

The engineers estimate for this project was \$31,188.75. There are sufficient funds in Account No. 53030055-85213 to fund this contract.

Alternatives

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

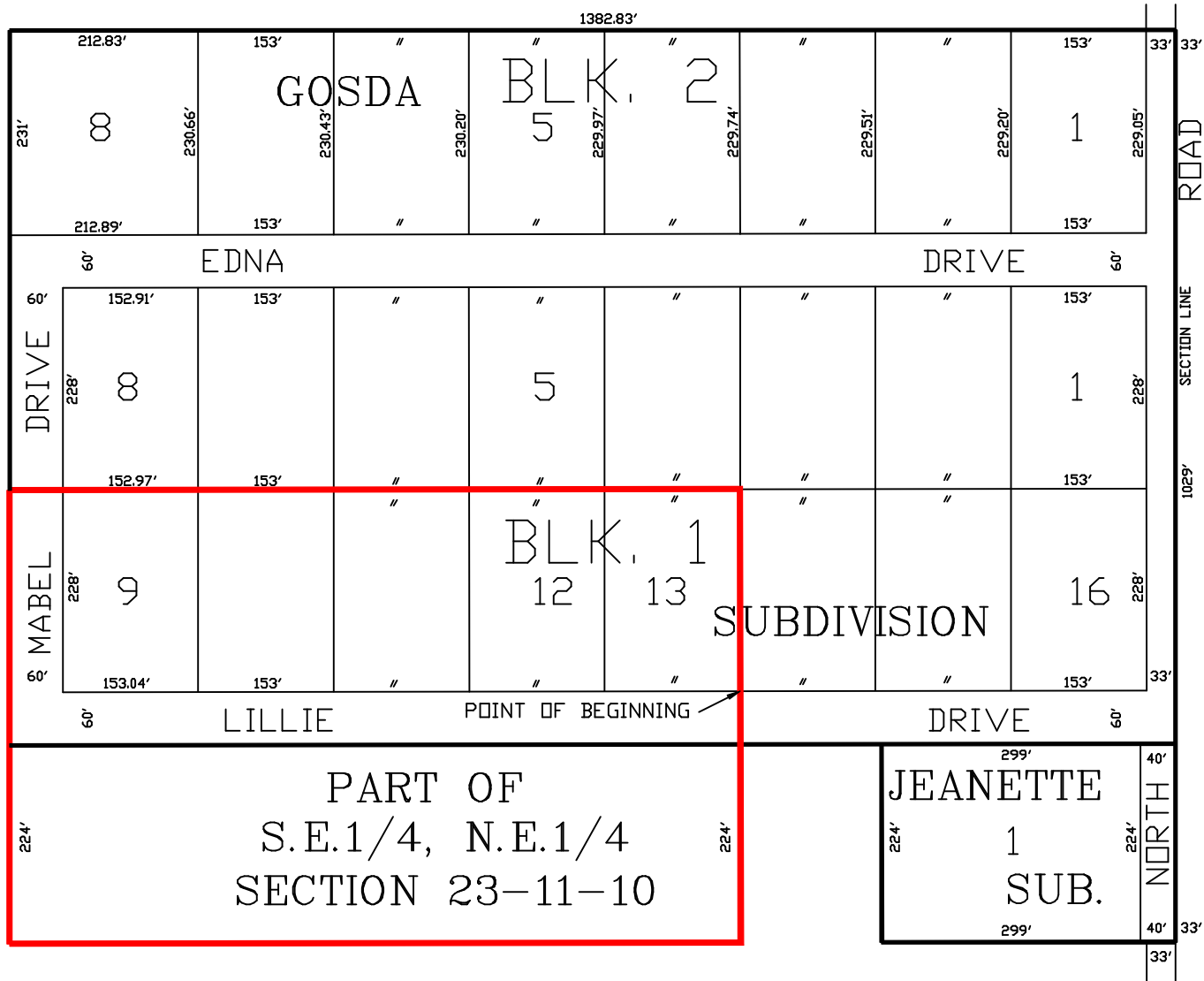
1. Approve awarding the contract for Sanitary Sewer District 513 to the lowest bidder.
2. Disapprove or/Deny awarding the contract.
3. Modify the contract to meet the wishes of the Council.
4. Table the issue, however, the contractor may withdraw their bid if there is not a contract awarded within 45 days of bid opening.

Recommendation

City Administration recommends that the Council approve awarding the contract and passing a resolution authorizing the Mayor to sign a contract with The Diamond Engineering Company of Grand Island, Nebraska, for the amount of \$23,394.50.

Sample Motion

Move to approve the award of the contract to the lowest bidder, The Diamond Engineering Company of Grand Island, Nebraska for Sanitary Sewer District 513.



SANITARY SEWER DISTRICT NO. 513

EXHIBIT "A"

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

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BID OPENING

BID OPENING DATE: July 1, 2004 at 11:00 a.m.

FOR: Sanitary Sewer District #513

DEPARTMENT: Public Works

ESTIMATE: \$31,188.75

FUND/ACCOUNT: 53030055-85213

PUBLICATION DATE: June 16, 2004

NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder:	<u>Diamond Engineering Co.</u> Grand Island, NE	<u>Judds Brothers</u> Grand Island, NE
Bid Security:	Travelers Casualty	Union Insurance Co.
Exceptions:	None	None
Bid Price:	\$23,394.50	\$31,677.50

cc: Steve Riehle, Public Works Director
Gary Greer, City Administrator
Dale Shotkoski, Purchasing Agent
Laura Berthelsen, Legal Assistant

RESOLUTION 2004-164

WHEREAS, the City of Grand Island invited sealed bids for Sanitary Sewer District No. 513 located in Gosda Subdivision, along Lillie Drive west of North Road, according to plans and specifications on file with the City Engineer; and

WHEREAS, on July 1, 2004, bids were received, opened and reviewed; and

WHEREAS, The Diamond Engineering Company of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$23,394.50; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Company of Grand Island, Nebraska, in the amount of \$23,394.50 for Sanitary Sewer District No. 513 is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2004.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 8, 2004	☐ City Attorney



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item G18

**#2004-165 - Approving Agreement with CH2MHill for
Engineering Consulting Services for a Water Balance and Nutrient
Source Study**

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

Council Agenda Memo

From: Steven P. Riehle, P.E., Director of Public Works

Meeting: July 13, 2004

Subject: Approving Agreement with CH2MHill for Engineering Consulting Services for a Water Balance and Nutrient Source Study

Item #'s: G-18

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

Background

On June 16, 2004 the Waste Water Division of the Public Works Department advertised to receive proposals to conduct a site water balance and nutrient source study in the vicinity of the City's Waste Water Treatment Plant.

Discussion

A single proposal was received from CH2M Hill on June 24, 2004. An agreement has been negotiated for the scope and the cost of the study. CH2M Hill has performed the majority of the engineering consulting work for the improvements to the Waste Water Treatment Plant for the last ten years. The scope of the agreement, schedule, and fee were negotiated in conformance with the procedures set out in the city code. The agreement for the first phase of the work is in the amount of \$15,272.00

The work will be performed on an actual cost basis with a maximum dollar amount of \$15,272.00. There are sufficient funds in account 53030001-85207 to fund this study. The scope of the initial phase of the work will identify and collect available information, identify data gaps, and conduct a limited water balance analysis using the available data. A second phase and possibly a third phase to the study will follow. The costs and the scope of the additional phases will be negotiated upon obtaining results of the Phase I and Phase II studies.

Alternatives

1. Approve a resolution authorizing the Mayor to sign an agreement to conduct the study.
2. Disapprove or /Deny the Mayor authorization to sign an agreement for the study.

3. Modify the agreement to meet the wishes of the Council.
4. Table the issue.

Recommendation

City Administration recommends that the Council approve a resolution authorizing the Mayor to sign an agreement with CH2M Hill to perform a water balance and nutrient source study.

Sample Motion

Move to approve entering into an agreement with CH2M Hill.

Proposed Approach

Introduction

The Nebraska Department of Environmental Quality (NDEQ) conducted a surface water and groundwater sampling investigation during July and November 2002 of two privately owned sandpit lakes, two private domestic groundwater wells and the Utility Ditch located near the Grand Island Wastewater Treatment Plant (WWTP). The investigation was conducted by NDEQ after reports of fish kills in the Arends sandpit lake during the Spring of 2002. The report prepared by NDEQ (dated March 26, 2003) that summarizes the findings of the investigation indicated that water quality problems are present in the two sandpit lakes adjacent to the Utility Ditch. The investigation concluded that the source of the contamination is most likely from the Utility Ditch. Adequate data was not presented in the report to support the conclusion on the primary source of phosphorus.

A memo was prepared by CH2M HILL (dated August 18, 2003) to evaluate the findings of the NDEQ report. The memo concluded that additional information is needed before the cause or source of the problem in the Arends and Millers lakes can be determined and before a suitable remedy is proposed.

The overall objective of this proposal is to conduct a site water balance and nutrient source investigation, and to qualitatively evaluate the following:

- ◆ Potential causes for the reported algal bloom in the Arends and Miller Lake
- ◆ Potential for the current and past operation at the wastewater treatment facility to be linked to the reported algal bloom
- ◆ Potential future impact of the current and past wastewater treatment facility operation on other water bodies in the neighborhood

It is anticipated that the objectives specified above may not be attainable with the available information and additional information may need to be collected or obtained to support the analyses needed to meet the overall objectives. Therefore, a phased approach to this project is proposed and presented in the methodology section of this proposal. The main objectives of the initial Phase (Phase I) of the work outlined in this proposal are as follows:

- ◆ Identify and collect available information to be used in the water balance and nutrient source investigation
- ◆ Identify data gaps required to conduct the site water balance
- ◆ Conduct a limited water balance analysis using the available information

Site Setting

The "site" identified in this proposal may potentially extend from upstream of the Burdick Station to the west to 6000 feet further east along the Wood River. The north and the south of the site could potentially extend from Hwy 34 to the lake southwest of the WWTP. Within this area, primary sources of nutrients (e.g. nitrogen and phosphorus) may include agricultural activities, stormwater discharge, WWTP discharge, Swift Foods plant discharge, Burdick Station discharge, subsurface septic tanks, and upstream surface and groundwater inputs.

The current definition and extent of the site is for the purpose of streamlining data or information collection activities.

Methodology

A water balance assessment for the area will be conducted to evaluate the water inputs, outputs and flow conditions within the area. This effort will help identify the contributory water sources (surface water and groundwater) in the area and potentially help identify the fate of water within the site. In addition, a historical baseline and potential seasonal variation will also be qualitatively identified.

The primary water resource components within the site include infiltration, evapotranspiration, groundwater and surface water inflow from upstream areas of Burdick Station (including possible inflow of deeper "regional" groundwater), input from agricultural lands in the neighborhood, discharge of city stormwater, discharges from the WWTP and meat packing facility, sand pit lakes, and potential groundwater extraction from the area.

Based on the available information, and in addition to the water balance assessment, potential sources and fate of water quality parameters (primarily nutrients) also will be identified which will contribute towards achieving the overall objectives of this project.

It is recommended that the water balance and nutrient source investigation be conducted using a phased approach. Therefore, further effort may be needed beyond this scope of work to quantify the parameters and also may require field sample collection and analysis to determine water chemistry and collect water resource related information from relevant state and federal agencies. This initial phase (Phase I) of the work will focus on data search, data gaps, identification and collection of available information from State and Federal agencies and a limited analysis. A second phase (Phase II) could be considered later to refine the available information by collecting field-specific data and thereby refining the water balance for the site. A more localized approach (or third phase) could be launched (not anticipated at this time) to concentrate on the Arends and Miller ponds and downstream lakes.

Scope of Work

Assessing Site Water Balance and Water Quality

Groundwater and surface water are often closely connected. River flow and lake water affect the supply of groundwater and the groundwater affects the amount of river flow and lake storage. In order to achieve the project objectives, a clear picture of the groundwater surface water interactions and their quantification is critical.

The objective of this scope is to establish water resource inflow, outflow, storage, and flow distribution within the site and also qualitatively assess flow paths for both surface water and groundwater including their seasonal variability. The specific items may include:

- ◆ Flow conditions within the Utility Ditch and Wood River
- ◆ Local and regional groundwater flow conditions, including changes in water levels and influences of extraction wells
- ◆ Potential contribution to groundwater from surface water systems including irrigation from agricultural areas
- ◆ Potential recharge of the shallow groundwater system from a deeper aquifer
- ◆ Potential water inputs/outputs from or to the Miller and Arends and other sand pit lakes
- ◆ Characterizing groundwater flow
- ◆ Collection of existing and historical groundwater water quality information for both shallow and deep aquifers

- ◆ Collection of existing information regarding water quality for the following: stormwater, WWTP effluent, Swift effluent, or Burdick Stations discharge, Wood River, Utility Ditch, or other lakes.

It is expected that information from both surface water and groundwater systems will be necessary to conduct the proposed evaluation. Existing water quality data, specifically regarding major cations and anions will be gathered if available. This data will be used to assess potential different, same or mixed water sources.

It is recognized that a reasonable amount of information is currently available to initiate the work and it is expected that additional information may be necessary to address data gaps that exist. Some of the monitoring and hydrogeological data needs were identified in the CH2M HILL technical memorandums to the City of Grand Island (June and November 2003).

The scope of this task is to qualitatively conduct a water balance assessment and nutrient source investigation using the existing information and identify potential data gaps to address objectives identified in this memo. It is assumed that CH2M HILL will not be collecting additional sampling data under this effort and that, in some instances, City staff will be able to provide support in collecting available information from local agencies.

Outcome

The scope presented above will potentially be able to establish linkages between activities and recent water quality related observations and qualitatively present the site-specific issues in perspective. A schematic diagram will be prepared to present interactions between water resource components, qualitative flow and nutrient conditions. In addition, recommendations will be put forward for the City of Grand Island to address current and future potential water quality impact and their data needs.

The evaluation summary will be presented to the City in a Technical Memorandum (TM), including a summary figure that illustrates the water balance and potential sources of nutrients.

Schedule

We proposed the work to be accomplished within twelve weeks from the date of notice to proceed.

The proposed schedule assumes that:

- ◆ Travel to Nebraska for CH2M HILL personnel will not be necessary
- ◆ Level of effort does not include collection of field data
- ◆ Proposed evaluations are based on available information alone. This may include information CH2M HILL currently has, new additional data collected by City staff, and available information from the United States Geological Survey, NDEQ, the Nebraska Department of Natural Resources, and Central Platte NRD. It is assumed that if the information is not directly downloadable electronically, CH2M HILL will need City's support in collecting, potentially copying, and sending the information to CH2M HILL. The current scope does not include expenses related to travel, labor, and other miscellaneous expenses related to compiling agency information.
- ◆ Well information, if available, is available in electronic format and will not include more than ten wells
- ◆ Water quality and stream flow information is available electronically
- ◆ Significant delays (not more than two weeks) are anticipated to collect information from the proposed State and Federal agencies.
- ◆ Cost for a meeting or a presentation of the TM to the City is not included in the proposed scope

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT is between CH2M HILL INC., ("ENGINEER"), and .

("OWNER")

for a PROJECT generally described as:

ARTICLE 1. SCOPE OF SERVICES

ENGINEER will perform vthe Scope of Services set forth in Attachment A.

ARTICLE 2. COMPENSATION

OWNER will compensate ENGINEER as set forth in Attachment B. Work performed under this AGREEMENT may be performed using labor from affiliated companies of ENGINEER. Such labor will be billed to OWNER under the same billing terms applicable to ENGINEER's employees.

ARTICLE 3. TERMS OF PAYMENT

OWNER will pay ENGINEER as follows:

3.1 Invoices and Time of Payment

ENGINEER will issue monthly invoices pursuant to Attachment B. Invoices are due and payable within 30 days of receipt.

3.2 Interest

3.2.1 OWNER will be charged interest at the rate of 1-1/2% per month, or that permitted by law if lesser, on all past-due amounts starting 30 days after receipt of invoice. Payments will first be credited to interest and then to principal.

3.2.2 In the event of a disputed billing, only the disputed portion will be withheld from payment, and OWNER shall pay the undisputed portion. OWNER will exercise reasonableness in disputing any bill or portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

3.2.3 If OWNER fails to make payment in full within 30 days of the date due for any undisputed billing, ENGINEER may, after giving 7 days' written notice to OWNER, suspend services under this AGREEMENT until paid in full, including interest. In the event of suspension of services, ENGINEER will have no liability to OWNER for delays or damages caused by OWNER because of such suspension.

ARTICLE 4. OBLIGATIONS OF ENGINEER

4.1 Standard of Care

The standard of care applicable to ENGINEER's Services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar Services at the time said services are performed. ENGINEER will reperform any services not meeting this standard without additional compensation.

4.2 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of ENGINEER.

4.3 ENGINEER's Personnel at Construction Site

4.3.1 The presence or duties of ENGINEER's personnel at a construction site, whether as onsite representatives or otherwise, do not make ENGINEER or ENGINEER's personnel in any way responsible for those duties that belong to OWNER and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

4.3.2 ENGINEER and ENGINEER's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except ENGINEER's own personnel.

4.3.3 The presence of ENGINEER's personnel at a construction site is for the purpose of providing to OWNER a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). ENGINEER neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

For this AGREEMENT only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

4.4 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, ENGINEER makes no warranty that OWNER's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER's opinions, analyses, projections, or estimates.

If OWNER wishes greater assurance as to any element of PROJECT cost, feasibility, or schedule, OWNER will employ an independent cost estimator, contractor, or other appropriate advisor.

4.5 Construction Progress Payments

Recommendations by ENGINEER to OWNER for periodic construction progress payments to the construction contractor(s) will be based on ENGINEER's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by ENGINEER to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that ENGINEER has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to OWNER free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between OWNER and the construction contractors that affect the amount that should be paid.

4.6 Record Drawings

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

4.7 Access to ENGINEER's Accounting Records

ENGINEER will maintain accounting records, in accordance with generally accepted accounting principles. These records will be available to OWNER during ENGINEER's normal business hours for a period of 1 year after ENGINEER's final invoice for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder. OWNER may only audit

accounting records applicable to a cost-reimbursable type compensation.

4.8 ENGINEER's Insurance

ENGINEER will maintain throughout this AGREEMENT the following insurance:

- (a) Worker's compensation and employer's liability insurance as required by the state where the work is performed.
- (b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, nonowned, or hired vehicles, with \$1,000,000 combined single limits.
- (c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of ENGINEER or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and in the aggregate.
- (d) Professional liability insurance of \$1,000,000 per occurrence and in the aggregate.
- (e) OWNER will be named as an additional insured with respect to ENGINEER's liabilities hereunder in insurance coverages identified in items (b) and (c) and ENGINEER waives subrogation against OWNER as to said policies.

ARTICLE 5. OBLIGATIONS OF OWNER

5.1 OWNER-Furnished Data

OWNER will provide to ENGINEER all data in OWNER's possession relating to ENGINEER's services on the PROJECT. ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER.

5.2 Access to Facilities and Property

OWNER will make its facilities accessible to ENGINEER as required for ENGINEER's performance of its services and will provide labor and safety equipment as required by ENGINEER for such access. OWNER will perform, at no cost to ENGINEER, such tests of equipment, machinery, pipelines, and other components of OWNER's facilities as may be required in connection with ENGINEER's services.

5.3 Advertisements, Permits, and Access

Unless otherwise agreed to in the Scope of Services, OWNER will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for ENGINEER's services or PROJECT construction.

5.4 Timely Review

OWNER will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as OWNER deems appropriate; and render in writing decisions required by OWNER in a timely manner.

5.5 Prompt Notice

OWNER will give prompt written notice to ENGINEER whenever OWNER observes or becomes aware of any

development that affects the scope or timing of ENGINEER's Services, or of any defect in the work of ENGINEER or construction contractors.

5.6 Asbestos or Hazardous Substances

5.6.1 If asbestos or hazardous substances in any form are encountered or suspected, ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

5.6.2 If asbestos is suspected, ENGINEER will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated.

5.6.3 If hazardous substances other than asbestos are suspected, ENGINEER will, if requested, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated.

5.6.4 Client recognizes that CH2M HILL assumes no risk and/or liability for a waste or hazardous waste site originated by other than CH2M HILL.

5.7 Contractor Indemnification and Claims

5.7.1 OWNER agrees to include in all construction contracts the provisions of Article 4.3, ENGINEER's Personnel at Construction Site, and provisions providing contractor indemnification of OWNER and ENGINEER for contractor's negligence.

5.7.2 OWNER shall require construction contractor(s) to name OWNER and ENGINEER as additional insureds on the contractor's general liability insurance policy.

5.7.3 OWNER agrees to include the following clause in all contracts with construction contractors, and equipment or materials suppliers:

"Contractors, subcontractors, and equipment and material suppliers on the PROJECT, or their sureties, shall maintain no direct action against ENGINEER, ENGINEER's officers, employees, affiliated corporations, and subcontractors for any claim arising out of, in connection with, or resulting from the engineering services performed. OWNER will be the only beneficiary of any undertaking by ENGINEER."

5.8 OWNER's Insurance

5.8.1 OWNER will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.

5.8.2 OWNER will provide for a waiver of subrogation as to all OWNER-carried property damage insurance, during construction and thereafter, in favor of ENGINEER, ENGINEER's officers, employees, affiliates, and subcontractors.

5.8.3 OWNER will provide (or have the construction contractor(s) provide) a Builders Risk All Risk insurance policy for the full replacement value of all PROJECT work including the value of all onsite OWNER-furnished equipment and/or materials associated with ENGINEER's services. Such policy will include coverage for loss due to defects in materials and workmanship and errors in design, and will provide a waiver of subrogation as to ENGINEER and the construction contractor(s) (or OWNER), and their respective officers, employees, agents, affiliates, and

subcontractors. OWNER will provide ENGINEER a copy of such policy.

5.9 Litigation Assistance

The Scope of Services does not include costs of ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by OWNER. All such Services required or requested of ENGINEER by OWNER, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as mutually agreed.

5.10 Changes

OWNER may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

ARTICLE 6. GENERAL LEGAL PROVISIONS

6.1 Authorization to Proceed

Execution of this AGREEMENT by OWNER will be authorization for ENGINEER to proceed with the work, unless otherwise provided for in this AGREEMENT.

6.2 Reuse of PROJECT Documents

All reports, drawings, specifications, documents, and other deliverables of ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. OWNER agrees to indemnify ENGINEER and ENGINEER's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the unauthorized reuse, change or alteration of these PROJECT documents.

6.3 Force Majeure

ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of ENGINEER. In any such event, ENGINEER'S contract price and schedule shall be equitably adjusted.

6.4 Limitation of Liability

6.4.1 To the maximum extent permitted by law, ENGINEER's liability for OWNER's damages will not, in the aggregate, exceed \$1,000,000.

6.4.2 This article takes precedence over any conflicting article of this AGREEMENT or any document incorporated into it or referenced by it.

6.4.3 This limitation of liability will apply whether ENGINEER's liability arises under breach of contract or warranty; tort; including negligence; strict liability; statutory liability; or any other cause of action, and shall include ENGINEER's officers, affiliated corporations, employees, and subcontractors.

6.5 Termination

6.5.1 This AGREEMENT may be terminated for convenience on 30 days' written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter.

6.5.2 On termination, ENGINEER will be paid for all authorized services performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

6.6 Suspension, Delay, or Interruption of Work
OWNER may suspend, delay, or interrupt the Services of ENGINEER for the convenience of OWNER. In such event, ENGINEER's contract price and schedule shall be equitably adjusted.

6.7 No Third-Party Beneficiaries
This AGREEMENT gives no rights or benefits to anyone other than OWNER and ENGINEER and has no third-party beneficiaries.

6.8 Indemnification

6.8.1 ENGINEER agrees to indemnify OWNER for any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of ENGINEER, ENGINEER's employees, affiliated corporations, and subcontractors in connection with the PROJECT.

6.8.2 OWNER agrees to indemnify ENGINEER from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of OWNER, or its employees or contractors in connection with the PROJECT.

6.9 Assignment

This is a bilateral personal Services AGREEMENT. Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors, and assigns of the parties hereto.

6.10 Consequential Damages

To the maximum extent permitted by law, ENGINEER and ENGINEER's affiliated corporations, officers, employees, and subcontractors shall not be liable for OWNER's special, indirect, or consequential damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action. In order to protect ENGINEER against indirect liability or third-party proceedings, OWNER will indemnify ENGINEER for any such damages.

6.11 Waiver

OWNER waives all claims against ENGINEER, including those for latent defects, that are not brought within 2 years of substantial completion of the facility

designed or final payment to ENGINEER, whichever is earlier.

6.12 Jurisdiction

The substantive law of the state of the PROJECT site shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

6.13 Severability and Survival

6.13.1 If any of the Provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

6.13.2 Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

6.14 Materials and Samples

Any items, substances, materials, or samples removed from the PROJECT site for testing, analysis, or other evaluation will be returned to the PROJECT site within 60 days of PROJECT close-out unless agreed to otherwise. OWNER recognizes and agrees that ENGINEER is acting as a bailee and at no time assumes title to said items, substances, materials, or samples.

6.15 Engineer's Deliverables

Engineer's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by ENGINEER are for OWNER or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

6.16 Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

6.17 Ownership of Work Product and Inventions

All of the work product of the ENGINEER in executing this PROJECT shall remain the property of ENGINEER. OWNER shall receive a perpetual, royalty-free, non-transferable, non-exclusive license to use the deliverables for the purpose for which they were intended. Any inventions, patents, copyrights, computer software, or other intellectual property developed during the course of, or as a result of, the PROJECT shall remain the property of the ENGINEER.

ARTICLE 7. ATTACHMENTS, SCHEDULES, AND SIGNATURES

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment A--Scope of Services
Attachment B--Compensation

IN WITNESS WHEREOF, the parties execute below:

For OWNER, _____

dated this _____ day of _____, _____

Signature _____

Name (printed) _____

Title _____

Signature _____

Name (printed) _____

Title _____

For ENGINEER, CH2M HILL INC.,

dated this _____ day of _____, _____

Signature _____

Name (printed) _____

Title _____

Signature _____

Name (printed) _____

Title _____

RESOLUTION 2004-165

WHEREAS, the City of Grand Island invited proposals for Engineering Consulting Services for the Wastewater Division of the Public Works Department relative to a site water balance and nutrient source investigation, according to Request for Proposals on file with the Public Works Department; and

WHEREAS, proposals were due on June 24, 2004; and

WHEREAS, CH2M Hill, Inc. of Englewood, Colorado, submitted a proposal in accordance with the terms of the Request for Proposals and all other statutory requirements contained therein at a not to exceed cost of \$15,272.00; and

WHEREAS, the proposed Professional Services Agreement with CH2M Hill, Inc. for such services has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of CH2M Hill, Inc. of Englewood, Colorado, for engineering consulting services relative to a site water balance and nutrient source investigation near the Wastewater Treatment Plant at a not to exceed cost of \$15,272.00 is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute the Professional Services Agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2004.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 8, 2004	☐ City Attorney



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item G19

**#2004-166 - Approving Bid Award for Grand Generation Addition
and Renovation**

Staff Contact: Joni Kuzma

Council Agenda Memo

From: Joni Kuzma/Jerene Garrouette
Meeting: July 13, 2004
Subject: Senior Center renovation/expansion contract award
Item #'s: G-19
Presenter(s): Joni Kuzma

Background

In July 2003, the City of Grand Island was awarded a \$350,000 grant from the Nebraska Department of Economic Development for the renovation and expansion of the Grand Generation Center, d/b/a Senior Citizen's Industries, Inc. Phase I of the project includes a 4,300 square foot expansion of the existing building and a 300 square foot renovation of the kitchen, as designated in the DED grant. The grant provides \$332,500 of CDBG funding toward the project. Another \$120,256 is committed in matching funds from Senior Citizen's Industries, Inc. This Base Bid contract award pertains to Phase 1 only, which includes the grant and the grant committed Senior Center cash match, an amount not to exceed \$452,756. The first Phase of the project must be complete no later than July 9, 2005.

Discussion

The project was bid in three parts: the Base Bid (as defined in the grant), Alternate #1, and Alternate #2. This contract award is only for the Base Bid, submitted by Starostka Group, Inc., for the amount of \$615,985.00. The grant/matching share of the Base Bid award may not exceed \$452,756. The Base Bid balance of \$163,229 will be paid by Senior Citizens Industries, Inc. Any costs incurred above this amount, including Alternate #1 (\$155,644) and Alternate #2 (\$189,333), will be the sole responsibility of the Senior Center.

Alternatives

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

1. Approve the contract for Phase 1 expansion and renovation of the Senior Center with Starostka Group, Inc. in the amount of \$615,985.00 (\$452,756 grant committed/\$163,229 Senior Citizens Industries, Inc. share).
2. Disapprove or /Deny the contract award to Starostka Group, Inc.
3. Modify the contract award to meet the wishes of the Council
4. Table the issue

Recommendation

City Administration recommends that the Council approve the contract and award the bid for Senior Center expansion and Renovation Phase I to Starostka Group, Inc.

Sample Motion

Approve the contract award for \$615,985 for Phase I expansion and renovation of the Senior Center with Starostka Group, Inc.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

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Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: July 1, 2004 at 11:15 a.m. (Re-Bid)

FOR: Addition & Renovation to the Grand Generation Center

DEPARTMENT: Community Development

ESTIMATE: \$989,850.00

FUND/ACCOUNT: Grant Fund/CRA/Private

PUBLICATION DATE: June 24, 2004

NO. POTENTIAL BIDDERS: 5

SUMMARY

Bidder:	<u>Lacy Construction Co.</u>	<u>Starostka Group</u>
	Grand Island, NE	Grand Island, NE
Bid Security:	Universal Surety Company	Merchants Bonding Co.
Base Bid Price:	\$629,500.00	\$615,985.00
Alternate No. 1:	\$154,000.00	\$155,644.00
Alternate No. 2:	\$204,000.00	\$189,333.00

cc: Jeri Garrouette, Community Development Director
Gary Greer, City Administrator
Dale Shotkoski, Purchasing Agent
Laura Berthelsen, Legal Assistant

RESOLUTION 2004-166

WHEREAS, the City of Grand Island invited sealed bids for Addition and Renovation of the Grand Generation Center at 304 East Third Street, according to plans and specifications on file with the City Clerk's office; and

WHEREAS, on July 1, 2004, bids were received, opened and reviewed; and

WHEREAS, Starostka Group, Inc. of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$615,985.00 for Phase I of the project; and

WHEREAS, the City of Grand Island was awarded a \$350,000 grant from the Nebraska Department of Economic Development of which \$332,500 can be used for the funding of this project; and

WHEREAS, Senior Citizen's Industries, Inc. has committed matching funds in the amount of \$236,819.00 for such project; and

WHEREAS, the remaining costs of the base bid and any additional costs of the projects, including Alternate #1 and Alternate #2 will be the sole responsibility of the Senior Center; and

WHEREAS, a contribution may be made in the next fiscal year to the Grand Generation Center from funds derived from the recently approved 1/2 cent sales tax proceeds which can be utilized for this project; and

WHEREAS, city funds in excess of \$332,500.00 are contingent upon the City of Grand Island approving and adopting a fiscal year 2004-2005 budget with sufficient and appropriate appropriations to perform the City's duties and responsibilities of such renovation project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Starostka Group, Inc. of Grand Island, Nebraska, in the amount of \$615,985.00 for the Phase I addition and renovation of the Grand Generation Center at 304 East Third Street is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement with Starostka Group, Inc. and Senior Citizens Industries, Inc. on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2004.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 8, 2004	☐ City Attorney



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item G20

#2004-167 - Approving Bid Award for Housing Rehabilitation Services

Staff Contact: Joni Kuzma

Council Agenda Memo

From: Joni Kuzma
Meeting: July 13, 2004
Subject: Contract Award for Housing Rehabilitation Services
Item #'s: G-20
Presenter(s): Joni Kuzma

Background

In September 2003, the City of Grand Island was awarded a \$270,400.00 grant for the rehabilitation of 10 owner-occupied homes in the Community Development Block Grant Project Area. To date, 22 rehab pre-applications and full applications have been received, three homes have been approved for the rehab program and lead inspections have been completed by a Certified Lead Hazard Risk Assessor on each property. The next step in the rehab process is to complete work write-ups for the improvements required for each home and to bid the work for each project. Community Development staff will work with the Housing Rehabilitation Services consultant in completion of no less than 10 rehab projects.

Discussion

Due to Community Development staff changes and responsibility reassignments, it is the recommendation of Community Development to hire a Rehabilitation Services Consultant to manage, supervise and coordinate the rehabilitation of no less than 10 homes, which have been pre-approved by the Community Development Division for the Owner-occupied Rehabilitation program.

A Request for Proposals was published on June 20, 2004. The proposals were opened on June 30, 2004. Based on the qualifications in the Proposals, Community Development staff recommends that the contract be awarded to Community Development Services, LLC, owned and operated by Randy and Leigh Alexander.

Alternatives

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

1. Approve the contract award for Rehabilitation Services Consultant to Community Development Services, LLC, for a total amount not to exceed the grant allowance of 7% of the total award amount (or \$17,500).
2. Disapprove or /Deny the contract award for Rehabilitation Services management.
3. Modify the contract award for Rehabilitation Services management to meet the wishes of the Council
4. Table the issue

Recommendation

City Administration recommends that the Council approve the contract award for Rehabilitation Services Consultant to Community Development Services, LLC, for a total amount not to exceed the grant allowance of 7% of the total award amount (or \$17,500).

Sample Motion

Approve the contract award for Rehabilitation Services Consultant to Community Development Services, LLC, for a total amount not to exceed the grant allowance of 7% of the total award amount (or \$17,500).



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
HOUSING REHABILITATION SERVICES**

RFP DUE DATE: June 30, 2004 at 4:00 p.m.

DEPARTMENT: Planning Department

PUBLICATION DATE: June 20, 2004

NO. POTENTIAL BIDDERS: 5

SUMMARY OF PROPOSALS RECEIVED

Nelson Contracting
Grand Island, NE

Community Development Services, LLC
Plainview, NE

Housing Development Corporation
Grand Island, NE

cc: Chad Nabity, Regional Planning Director
Jerenne Garrouette, Planning Department
Gary Greer, City Administrator
David Springer, Finance Director
Dale Shotkoski, Purchasing Agent
Laura Berthelsen, Legal Assistant

COMMUNITY DEVELOPMENT SERVICES, LLC
SERVICE / CONSULTANT AGREEMENT
FOR HOUSING ADMINISTRATION

THIS AGREEMENT made and entered into by and between the City of Grand Island, Nebraska, hereinafter referred to as the "City" and Community Development Services, LLC, hereinafter referred to as the "Consultant."

WITNESSES THAT:

WHEREAS, the City and the Consultant are desirous of entering into a contract to formalize their relationship, and

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981, the State of Nebraska Department of Economic Development (DED) is authorized by the federal Department of Housing and Urban Development (HUD) to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State Community Development Block Grant Program in compliance with all applicable local, state and federal laws, regulations and policies, and

WHEREAS, the City has been notified of CDBG funds reservation as a result of a CDBG application #03-HO-404 for the purposes set forth herein, and

WHEREAS, the Scope of Work included in this contract is authorized as part of the City's approved CDBG program, and

WHEREAS, it would be beneficial to the City to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

1. Services to be Provided by the Parties

- a. The Consultant shall complete in a satisfactory and proper manner as determined by the City the work activities described in the Scope of Work (Attachment #1 to the contract).
- b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

2. Time of Performance

The effective date of this contract shall be the date of selection by the City. The termination date of the contract shall be upon the end of the required monitoring period as determined later by DED.

3. Consideration

The City shall reimburse the Consultant for all allowable expenses agreed upon by the parties to complete the Scope of Work. In no event shall the total amount reimbursed by the City exceed the grant allowance of 7% of total award amount (or \$17,500). It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

It is also understood that this contract is funded in whole with CDBG funds through the State of Nebraska Community Development Block Grant Program as administered by DED and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the state may prescribe.

4. Records

The Consultant agrees to maintain such records and follow such procedures as may be required under OMB Circular A102 and any such procedures that the City and DED may prescribe. In general such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant for a period of four years after the final audit of the City's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the City shall request a longer period for record retention.

The City, DED and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions to this local program and contract.

5. Relationship

The relationship of the Consultant to the City shall be that of an independent Consultant rendering professional services. The consultant shall have no authority to execute contracts or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and the Consultant.

6. Suspension, Termination and Close Out

If the Consultant fails to comply with the terms and conditions of this contract the City may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

- a. **Suspension.** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the City may suspend the contract pending corrective actions or investigate effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the City and is able to substantiate its full compliance with these terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except;
 - i. Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.
 - ii. If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.
 - iii. In the event all or any portion of work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the City shall pay the Consultant for work performed to the satisfaction of the City, in accordance with the percentage of the work completed.

- b. **Termination for Cause.** If the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist:
- i. The lack of compliance with the provisions of this contract is of such scope and nature that the City deems continuation of the contract to be substantially detrimental to the interests of the City.
 - ii. The consultant has failed to take satisfactory action as directed by the City or its authorized representative within the time specified by same.
 - iii. The consultant has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then, the City may terminate this contract in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.
- c. **Termination for Other Grounds.** This contract may also be terminated in whole or in part:
- i. By the City, with the consent of the Consultant, or by the Consultant with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination in part, that portion to be terminated.
 - ii. If the funds allocated by the City via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
 - iii. In the event the City fails to pay the Consultant promptly or within 60 days after invoices are rendered, the City agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the City shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.
 - iv. The City may terminate this contract at any time giving at least 10 days notice in writing to the Consultant. If the contract is terminated for convenience of the City as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications

The City may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agree upon by the City and the Consultant shall be incorporated in written amendments to this contract.

8. Personnel

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the City.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

9. Assignability

The Consultant shall not assign any interest on this contract, and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the City thereto; provided, however, that claims for money by the Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

10. Reports and Information

The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

11. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the City.

12. Copyright

No reports, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

13. Compliance With Local Laws

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall hold the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract and from failure to comply with any condition or term of this contract.

14. Executive Order 11246* (APPLICABLE TO CONSTRUCTION CONTRACTORS ONLY)

15. Title VI of the Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity receiving federal financial assistance.

16. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work

in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- b. The parties to this contract will comply with the provision of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
- c. The Consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative or his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

18. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6161, et.seq.)

The law provides that no person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

19. Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794)

The law provides that no otherwise qualified individual will, solely by reason of his other handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

20. Executive Order 11246, As Amended

This Order applies to all federally assisted construction contracts and subcontracts. The Grantee and subcontractors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Grantee and subcontractors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin.

21. Conflict of Interest

No officer, employee or agent of the Grantee who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one

year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exception may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by DED.

22. Audits and Inspections

The City, DED, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this contract, by whatever legal and reasonable means are deemed expedient by the City, DED, the State Auditor and HUD.

23. Hold Harmless

The Consultant agrees to indemnify and hold harmless the City, its appointed and elective officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

This agreement contains all terms and conditions agreed to by the City and the Consultant. The attachments to this agreement are identified as follows:

Attachment #1, Scope of Work, consisting of one page.

WITNESS WHEREOF, the City and the Consultant have executed this contract agreement as of the date and year last written below.

CITY OF GRAND ISLAND, NEBRASKA

BY _____

TITLE _____

DATE _____

COMMUNITY DEVELOPMENT SERVICES, LLC

BY _____

TITLE _____

DATE _____

ATTACHMENT 1

SCOPE OF WORK

THE CONTRACTOR WILL AS FOLLOWS:

1. Provide housing administrative services for CDBG housing rehabilitation program.
2. Serve as the representative between homeowners, building contractors and the City for rehabilitation projects.
3. Assist city staff in maintaining housing rehabilitation project files.
4. Conduct preliminary inspections of homes pre-approved by city staff.
5. Prepare all work write-ups.
6. Perform ongoing construction monitoring inspections. City staff may shadow during inspections.
7. Ensure compliance with HUD's Lead-Based Paint Regulations, and provide or arrange for Lead-Based Paint Inspections, Risk Assessments and Clearance Testing as needed.
8. Verify work completed and provide payment requests to city staff.
9. Perform final inspections and certify completion of work.
10. Provide progress reports to the City of Grand Island as requested.
11. Perform other related work necessary for NAHP housing rehabilitation program completion.
12. Maintain records as required by NDED and/or the City of Grand Island.

RESOLUTION 2004-167

WHEREAS, the City of Grand Island invited proposals for Housing Rehabilitation Services Consultant to manage, supervise and coordinate the rehabilitation of no less than 10 homes for the Owner-Occupied Rehabilitation Program, according to plans and Request for Proposals on file with the Community Development Division; and

WHEREAS, proposals were due on June 30, 2004; and

WHEREAS, Community Development Services, LLC of Plainview, Nebraska, submitted a proposal in accordance with the terms of the Request for Proposals and all other statutory requirements contained therein at a not to exceed cost of \$17,500; and

WHEREAS, the proposed Service / Consultant Agreement for Housing Administration with Community Development Services, LLC for such services has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Community Development Services, LLC of Plainview, Nebraska, for rehabilitation services management for housing administration at an amount not to exceed \$17,500 is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2004.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 8, 2004	☐ City Attorney



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item G21

**#2004-168 - Approving Contract for Police/Sheriff Headquarters
Facility Needs Study**

Staff Contact: Kyle Hetrick

Council Agenda Memo

From: Kyle L. Hetrick, Chief of Police

Meeting: July 13, 2004

Subject: Contract approval for needs assessment study
Police/Sheriff facility.

Item #'s: G-21

Presenter(s): Kyle L. Hetrick, Chief of Police

Background

The Police/Sheriff Law Enforcement Facility planning committee consisting of Mayor Vavricek, City Administrator Gary Greer, County Board members, Pamela Lancaster and Jim Erickson, Director of the Nebraska Law Enforcement Training Center, Steve Lamken, Sheriff Jerry Watson, Chief Deputy Chris Rea, Captain Robert Falldorf and Chief Kyle L. Hetrick of the Grand Island Police Department, after publishing an RFP, on July 1, 2004 interviewed two highly capable firms, the DLR Group and Wilson Estes Police Architects. The committee recommended Wilson Estes to move forward with the needs assessment and site analysis for the combined police/sheriffs facility.

Discussion

Professional references from previous law enforcement projects from Kearney, Hastings, Papillion, and others came back with glowing recommendations for the Wilson Estes firm. Cost analysis showed that Wilson Estes was average to below average with similar architectural firms costs. The scope of services on the needs assessment will include: 1. On-site information gathering; 2. Growth Analysis; 3. Work Station Standards Development; 4. Square Footage Development; 5. Program Development; 6. Conceptual Design floor plates / Building Configuration; 7. Hypothetical Site Configuration; 8. Cost Estimate; 9. Develop site selection criteria; 10. Site evaluation and other services (e.g. Reporting to council and committee.) The city legal department has reviewed the contract and recommends approval.

Alternatives

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

1. Approve the contract with Wilson Estes Police Architects for the needs assessment and site analysis for the combined Police/Sheriffs law enforcement facility.
2. Disapprove or /Deny the Wilson Estes contract.
3. Modify the Wilson Estes needs assessment contract to meet the wishes of the Council
4. Table the issue

Recommendation

City Administration recommends that the Council approve the needs assessment contract with the architectural firm of Wilson Estes.

Sample Motion

Approve the services contact with the architectural firm of Wilson Estes for the needs assessment / site analysis for the combined Police/Sheriff law enforcement facility.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
NEEDS STUDY FOR NEW POLICE/SHERIFF
HEADQUARTERS FACILITY**

RFP DUE DATE: June 15, 2004 at 5:00 p.m.

DEPARTMENT: Police

PUBLICATION DATE: May 30, 2004

NO. POTENTIAL BIDDERS: 4

SUMMARY OF PROPOSALS RECEIVED

Voorhis Associates, Inc.
Lafayette, CO

Wilson Estes Police Architects
Mission, KS

DLR Group
Omaha, NE

cc: Kyle Hetrick, Police Chief
Gary Greer, City Administrator
David Springer, Finance Director
Dale Shotkoski, Purchasing Agent
Laura Berthelsen, Legal Assistant

P910

Wilson Estes Police Architects



5799 Broadmoor
Suite 520
Mission, Kansas 66202
www.policearchitects.com

July 8, 2004

Kyle Hetrick
Chief of Police
131 South Locust Street
Grand Island, Nebraska 68801

Dear Chief Hetrick:

We are pleased to have been selected to participate with your firm on the Law Enforcement Center Needs Assessment Study. Our fee proposal is based upon our understanding of the goals outlined in the Owner's RFP for the project as well as our experience in achieving successful results.

As I stated in our previous discussions, site selection analysis is included in the fee. We would evaluate up to eight locations for development consideration without an affect on the stated fee.

I hope you find our proposal acceptable. We are excited about working with you on this important project.

Respectfully submitted,

James Estes



AIA® Document B727™ – 1988

Standard Form of Agreement Between Owner and Architect for Special Services

AGREEMENT made as of the Thirteenth day of July in the year of Two Thousand and Four

BETWEEN the Owner:
(Name and address)

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

and the Architect:
(Name and address)

Wilson Estes Police Architects, PA
5799 Broadmoor, Suite 520
Mission, Kansas 66202

For the following Project:
(Include detailed description of Project, location, address and scope.)

Grand Island Law Enforcement Center
Need Assessment Study for a Law Enforcement Center housing the Grand Island Police,
Hall County Sheriffs Department, Communications Center, and EOC
Grand Island, Nebraska

The Owner and the Architect agree as set forth below.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE 1 ARCHITECT'S SERVICES

(Here list those services to be provided by the Architect under the Terms and Conditions of this Agreement. Note under each service listed the method and means of compensation to be used, if applicable, as provided in Article 8.)

Service to be provided

Refer to attached "Exhibit A"

Method and means of compensation

Refer to Article 8.2

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 The Owner shall provide full information regarding requirements for the Project. The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Architect shall be entitled to rely on the accuracy and completeness thereof.

§ 2.2 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

ARTICLE 3 USE OF ARCHITECT'S DOCUMENTS

§ 3.1 The documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's documents for the Owner's information, reference and use in connection with the Project. The Architect's documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

(Paragraphs deleted)

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.2 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

§ 5.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.4.

§ 5.4 Termination Expenses shall be computed as a percentage of the compensation earned to the time of termination, as follows:

- .1 For services provided on the basis of a multiple of Direct Personnel Expense, 20 percent of the total Direct Personnel Expense incurred to the time of termination; and
- .2 For services provided on the basis of a stipulated sum, 10 percent of the stipulated sum earned to the time of termination.

ARTICLE 6 MISCELLANEOUS PROVISIONS

§ 6.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Owner.

§ 6.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date payment is due the Architect pursuant to Section 8.4.

§ 6.3 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

§ 6.4 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 6.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 6.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

ARTICLE 7 PAYMENTS TO THE ARCHITECT**§ 7.1 DIRECT PERSONNEL EXPENSE**

§ 7.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

§ 7.2 REIMBURSABLE EXPENSES

§ 7.2.1 Reimbursable Expenses are in addition to the Architect's compensation and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project for:

- .1 expense of transportation and living expenses in connection with out-of-town travel authorized by the Owner;

(Paragraph deleted)

- .2;
- .3 fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 reproductions;
- .5 postage and handling of documents;

(Paragraph deleted)

- .7 renderings and models requested by the Owner;
- .8 expense of additional coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants; and

(Paragraph deleted)

§ 7.3 PAYMENTS ON ACCOUNT OF THE ARCHITECT'S SERVICES

§ 7.3.1 Payments on account of the Architect's services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or as otherwise provided in this Agreement.

§ 7.3.2 An initial payment as set forth in Section 8.1 is the minimum payment under this Agreement.

§ 7.4 ARCHITECT'S ACCOUNTING RECORDS

§ 7.4.1 Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times if requested by the Owner.

ARTICLE 8 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

§ 8.1 AN INITIAL PAYMENT OF Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

§ 8.2 COMPENSATION FOR THE ARCHITECT'S SERVICES, as described in Article 1, Architect's Services, shall be computed as follows:

(Insert basis of compensation, including stipulated sums multiples or percentages, and identify the services to which particular methods of compensation apply, if necessary.)

A Guaranteed Lump Sum Fee of \$41,840 plus reimbursable expenses

§ 8.3 FOR REIMBURSABLE EXPENSES, as described in Article 7, and any other items included in Article 9 as Reimbursable Expenses, a multiple of One and one-tenth (1.10) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

§ 8.4 Payments are due and payable Thirty(30) days from the date of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of interest agreed upon.)

10.00% per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding other requirements such as written disclosures or waivers.)

§ 8.5 IF THE SCOPE of the Project or of the Architect's services is changed materially, the amounts of compensation shall be equitably adjusted.

ARTICLE 9 OTHER CONDITIONS

9.1 Architects shall maintain insurance in the following amounts:

Professional Liability.....\$1,000,000

Commercial General Liability.....\$1,000,000

Workers Compensation, each accident, each employee.....\$ 100,000

9.2 Completion date shall be 60 -90 days from notice to proceed. An exact date is yet to be determined.

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

Jay Vavricek, Mayor

(Printed name and title)

ARCHITECT

(Signature)

James Estes, Vice-President

(Printed name and title)

Attest:

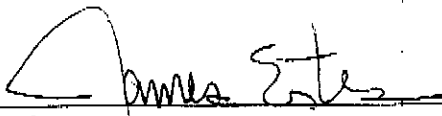
Ranae Edwards, City Clerk

Approved:

Doug Walker, City Attorney

Certification of Document's Authenticity**AIA® Document D401™ – 2003**

I, James Estes, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:02:43 on 07/09/2004 under Order No. 1000085795_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B727™ – 1988 - Standard Form of Agreement Between Owner and Architect for Special Services, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

Vice-President - Wilson Estes Architects
(Title)

7/9/04
(Dated)

Exhibit “A” – Scope of Services

Grand Island Law Enforcement Center Needs Assessment
Wilson Estes Police Architects, PA
July 8, 2004
Detailed Scope of Services

A description of the sub-tasks listed on the following page is as follows:

Task 1: Programming

- 1.1 On-Site Information Gathering:** The Architects will lead meetings with a group representing a cross-section of the departments affected. At a minimum, this group should consist of key public safety managers. Primary goals of these interactive meetings will be to understand specific details about the community and the operations of the departments, evaluate potential growth in the staffing of the departments, and determine and catalog all individual functional elements and their relationship to each other. (Functional elements are comprised of personnel, activities, and accessory support spaces. The list includes each distinct function, which in the design phase will become a room or space).
- 1.2 Growth Analysis:** Estimate facility needs out to 20 years (planning horizon) through the forecasting of department personnel for the planning horizon. Projections shall be developed by applying the City’s anticipated percentage population increase for the period (from city accepted figures) to the current year departmental personnel count. Additional personnel adjustments will be made in response to projected policing trends (if the appropriate data is available).
- 1.3 Work Station Standards Development:** One component factored into the determination of space assigned to a specific functional element (sub-task 1.4) is the use of planning standards. This can come in many forms, but is primarily related to the size of a workstation, seating, locker, or table requirement to perform a task, or multiple tasks within the functional element. It can also be a standard for a room size based on the area required to perform a known set of tasks. We will utilize our database of national averages for public safety departments to tailor planning standards for the project.
- 1.4 Square Footage Development:** Utilizing specific data obtained in the on-site group meetings, and the development of planning standards, we will apply our database of national averages for area required for public safety facilities.
- 1.5 Program Development:** Define specific requirements necessary to the development of the functional elements in the design and construction phases. (Questionnaires may be utilized in this task if the Owner desires).

Task 2: Conceptual Design

- 2.1 Floor Plates / Building Configuration:** From a determination of the functional elements in the programming task and the space required for those elements, including circulation space, walls, and all other space that composes the gross square footage of the building; determine the following:

Exhibit “A” – Scope of Services

The most probable floor level that any specific functional element, or group of functional elements may likely occupy, and the resulting number of floors and area of each floor.

The relationship of common groupings of functional elements within the separate floor plates, the circulation connecting the groupings both horizontally and vertically, and key features pertaining to the conceptual layout of a floor plan (such as indications of publicly accessible areas from secure areas). *This is not a detailed schematic floor plan.*

The resulting footprint of the building(s).

2.2 Hypothetical Site Configuration: From a determination potential footprint area requirements above, a determination of parking spaces needed, and other site requirements, provide two site diagrams indicating the building footprint, public and staff parking, access points to the building(s), and the relationship of each of these.

Task 3: Cost Estimate

3.1 Cost Estimate: Utilizing our database for facilities built around the country over a lengthy time period, we will apply typical public safety facility construction costs adjusted for the region and a projected bid date. We analyze the accuracy of the database by researching the local construction market through telephone surveys of regional contractors having recent experience in similar facility types.

Task 4: Site Selection

4.1 Develop Site Criteria: Having identified sites that meet the minimum requirements for consideration, meet with the Owner to develop criteria essential to supporting the goals of the department. Tour the identified sites assist the Owner through the application of a structured process to rank each site and establish the best site as it responds to department operational goals.

4.2 Document / Evaluate Sites: Document each site through diagrams and photographs. Analyze, through report, as to how well, overall, each site responds to the operational goals and the basic traits desirable in a quality site (such as development cost, ease of procurement, etc.).

Other Tasks

Develop a written report documenting the study process and conclusions. Submit four copies of the draft report for review and follow-up meetings between the Architect and public safety personnel.

Present the final results to City Officials.

Exhibit "A" – Fee Detail

Grand Island Law Enforcement Center Needs Assessment
Wilson Estes Police Architects, PA
July 8, 2004
Fee Proposal Detail

Task 1: Programming					
<u>Sub-task</u>	<u>Personnel</u>	<u>Rate</u>	<u>Hours</u>	<u>Cost</u>	
1.1	On-Site Information Gathering	Principals	\$95	60	\$ 5,700
1.2	Growth Analysis	Principal	\$95	16	\$ 1,520
		Ad. Assist.	\$50	6	\$ 300
1.3	Work Station Standards Development	Principal	\$95	24	\$ 2,280
		Technical	\$50	18	\$ 900
1.4	Square Footage Development	Principal	\$95	50	\$ 4,750
		Ad. Assist.	\$50	40	\$ 2,000
1.5	Program Development	Principal	\$95	90	\$ 8,550
		Technical	\$50	<u>30</u>	<u>\$ 1,500</u>
			334	\$27,500	
Task 2: Conceptual Design					
<u>Sub-task</u>	<u>Personnel</u>	<u>Rate</u>	<u>Hours</u>	<u>Cost</u>	
2.1	Floor plates / Building Configuration	Principal	\$95	16	\$ 1,520
		Proj. Arch.	\$70	8	\$ 560
		Technical	\$50	10	\$ 500
2.2	Hypothetical Site Configuration	Principal	\$95	16	\$ 1,520
		Technical	\$50	<u>8</u>	<u>\$ 400</u>
			58	\$ 4,500	
Task 3: Cost Estimate					
<u>Sub-task</u>	<u>Personnel</u>	<u>Rate</u>	<u>Hours</u>	<u>Cost</u>	
3.1	Cost Estimate	Principal	\$95	16	\$ 1,520
		Ad. Assist.	\$50	<u>4</u>	<u>\$ 200</u>
			20	\$ 1,720	
Task 4: Site Selection					
4.1	Develop Site Criteria (on-site)	Principal	\$95	20	\$ 1,900
4.2	Document / Evaluate Sites	Principal	\$95	16	\$ 1,520
		Technical	\$50	<u>16</u>	<u>\$ 800</u>
			140	\$ 4,220	
Other Tasks					
	Format Report Document	Principal	\$95	20	\$ 1,900
		Ad. Assist.	\$50	<u>40</u>	<u>\$ 2,000</u>
			80	\$ 3,900	
	TOTAL				\$41,840

RESOLUTION 2004-168

WHEREAS, the City of Grand Island invited proposals for Needs Study for New Police / Sheriff Headquarters Facility, according to plans and Request for Proposals on file at the Police Department; and

WHEREAS, proposals were due on June 15, 2004; and

WHEREAS, Wilson Estes Police Architects of Mission, Kansas, submitted a proposal in accordance with the terms of the Request for Proposals and all other statutory requirements contained therein at a cost of \$41,840 plus reimbursable expenses; and

WHEREAS, the proposed Professional Services Agreement with Wilson Estes Police Architects for such services has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Wilson Estes Police Architects of Mission, Kansas, for a Needs Study for New Police / Sheriff Headquarters Facility at a cost of \$41,840 plus reimbursable expenses is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute the Professional Services Agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2004.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 9, 2004	☐ City Attorney



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item G22

**#2004-169 - Approving Bid Award for Shoemaker Park
Playground Equipment**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Park and Recreation Director

Meeting: July 13, 2004

Subject: Bid Award – Play Structures at Shoemaker Park

Item #'s: G-22

Presenter(s): Steve Paustian

Background

Specifications were advertised and six bids received for furnishing playground equipment for the Shoemaker Park development.

Discussion

Bids were received ranging from \$42,175.00 to \$61,439.00. Churchich Recreational Design, of Omaha, NE submitted the low qualified bid of \$42,175.00.

Alternatives

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

1. Award the bid as recommended.
2. Award bid to another vendor.
3. Table the item.

Recommendation

Staff recommends that the City purchase the playground equipment from Churchich Recreational Design in the amount of \$42,175.00.

Sample Motion

Motion to allow for the purchase of playground equipment from Churchich Recreational Design in the amount of \$42,175.00.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: July 6, 2004 at 11:00 a.m.
FOR: Three (3) Play Structures
DEPARTMENT: Parks & Recreation
ESTIMATE: \$70,000.00
FUND/ACCOUNT: 40044450-90121
PUBLICATION DATE: June 26, 2004
NO. POTENTIAL BIDDERS: 5

SUMMARY

Bidder:	<u>Fry & Associates, Inc.</u> North Kansas City, MO	<u>Outdoor Recreation Products</u> Elkhorn, NE
Exceptions:	None	None
Play Structure #1:	\$22,339.00	\$22,534.00
Play Structure #2:	\$20,995.00	\$26,208.00
Play Structure #3:	<u>\$13,675.00</u>	<u>\$12,697.00</u>
Total Bid Price:	\$57,069.00	\$61,439.00
Bidder:	<u>PRS Associates – GameTime</u> Fremont, NE	<u>ABCreative, Inc.</u> Omaha, NE
Exceptions:	Noted	Noted
Play Structure #1:	\$19,572.59	\$17,790.00
Play Structure #2:	\$19,047.37	\$15,806.00
Play Structure #3:	<u>\$14,268.96</u>	<u>\$13,856.00</u>
Total Bid Price:	\$50,167.64	\$47,452.00
Bidder:	<u>Churchich Recreational Design, Inc.</u> Omaha, NE	
Exceptions:	Noted	<u>Alternate Bid:</u>
Play Structure #1:	\$19,895.00	<u>\$15,895.00</u>
Play Structure #2:	\$20,580.00	<u>\$17,580.00</u>
Play Structure #3:	<u>\$ 8,700.00</u>	<u>\$ 8,700.00</u>

Total Bid Price: **\$49,175.00** **\$42,175.00**

cc: Steve Paustian, Parks & Recreation Director
 Patti Buettner, Parks & Recreation Secretary
 Gary Greer, City Administrator
 Dale Shotkoski, Purchasing Agent
 Laura Berthelsen, Legal Assistant

P916

R E S O L U T I O N 2004-169

WHEREAS, the City of Grand Island invited sealed bids for Three (3) Play Structures, according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on July 6, 2004, bids were received, opened and reviewed; and

WHEREAS, Churchich Recreational Design, Inc. of Omaha, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$42,175.00; and

WHEREAS, Churchich Recreational Design, Inc.'s bid is less than the estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Churchich Recreational Design, Inc. of Omaha, Nebraska, in the amount of \$42,175.00 for three (3) play structures is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2004.

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item H1

**Request of Park and Recreation Department to Spend Approved
Trail Funding**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Park and Recreation Director

Meeting: July 13, 2004

Subject: Authorization to Spend Hike/Bike Trail Funds

Item #'s: H-1

Presenter(s): Steve Paustian, Park and Recreation Director

Background

The 2003-2004 budget allows for the expenditure of \$500,000.00 with the understanding that this amount was to be reimbursed through grant funds at 80% or \$400,000.00. The grant was not received this year, so the \$400,000.00 projected as grant revenue will not be received as well.

Discussion

Staff would like to move forward with trail development and use the \$100,000.00 allocated in this year's budget to jump start the trail extension toward Hall County Park from its current terminus at Central Community College. As additional funding becomes available the trail system will continue to be extended.

Alternatives

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

1. Approve moving forward with the trail extension and expenditure of \$100,000
2. Deny the trail extension and expenditure of \$100,000
3. Modify the request to meet the needs of the Council
4. Table this issue

Recommendation

Staff recommends the expenditure of the \$100,000.00 to continue the development of the trail system for the citizens of Grand Island.

Sample Motion

Motion authorizing staff to continue the development of the trail toward Hall County Park at a dollar amount not to exceed \$100,000.00 this fiscal year.

JOHN R. BROWNELL
MEDIATION SERVICES

Box 400
Grand Island, NE 68802
308-382-8010
308-382-8018 FAX

Member Nebraska
State Bar Association



June 22, 2004

Grand Island City Council
City of Grand Island, Nebraska

Honorable Council:

I am writing in support of Steve Paustian's application to you for permission to use the funds now allocated in the City Budget for an expansion of the BeltLine bike trail through Stuhr Museum to Hall County Park.

I was at the Park a few weeks ago, looking North, and realized again how fortunate we are to have the Park and how close we are to connecting the Park to the City Trail system. This would mean that we could start at Pier Park and walk or ride all the way to Hall County Park on an off-road, safe and accessible trail. This is a major addition to your accomplishments over the last few years, and I would respectfully ask for approval. Permission has been granted from Stuhr and the CNNRD, and we should try to complete this project while everything is on track.

Sincerely,


John R. Brownell



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item I1

**#2004-170 - Approving Economic Development Incentive
Agreement with Standard Iron**

Staff Contact: Doug Walker

Council Agenda Memo

From: Douglas R. Walker, City Attorney

Meeting: July 13, 2004

Subject: Authorizing the City to Enter Into an Incentive Agreement for Inducement Grants and Benefits to Standard Iron and Wire Works, Inc.

Item #'s: I-1

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

Background

The voters of the City of Grand Island approved an economic development plan at the May 6, 2003 election. Subsequent to the election, the city has adopted an ordinance that establishes the economic development plan and a Citizens Advisory Review Committee to oversee the process of approving applications for economic development incentives. Standard Iron and Wireworks, Inc. has applied for a forgivable loan from the Grand Island Area Economic Development Corporation pursuant to the Economic Development Plan. This application has been reviewed and approved by the executive committee of the Economic Development Corporation and by the Citizens Advisory Review Committee. The Standard Iron application is now being forwarded to the City Council for its approval pursuant to the city's economic development plan.

Discussion

The Economic Development Corporation has taken the application of Standard Iron and Wireworks, Inc., for a \$200,000 forgivable loan as an incentive to assist with the location of a Standard Iron Plant in the City of Grand Island. An incentive agreement for inducement grants and benefits has been prepared by the Economic Development Corporation which sets forth the terms under which Standard Iron would receive these benefits. Standard Iron would receive a \$200,000 forgivable loan which would not have to be repaid if Standard Iron meets all of the employment targets during the five year period for which the agreement would be in effect. The Incentive Agreement spells out in detail how the employment targets would be calculated and what amount of funds would be paid back if these targets are not met. The application of Standard Iron and Wireworks meets all of the criteria for extending economic incentives and the Economic Development Corporation's executive board as well as the Citizens Advisory Review

Committee have both unanimously recommended approval of the incentive agreement by the Grand Island City Council. For the above mentioned reasons, city administration is seeking City Council approval of the resolution authorizing the city to enter into the incentive agreement for inducement grants and benefits with Standard Iron and Wireworks, Inc.

Alternatives

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

1. Approve the resolution authorizing the city to enter into the incentive agreement for inducement grants and benefits.
2. Disapprove or /Deny the agreement for inducement grants and benefits.
3. Modify the agreement to meet the wishes of the Council
4. Table the issue

Recommendation

City Administration recommends that the Council approve the resolution authorizing the city to enter into the incentive agreement for inducement grants and benefits with Standard Iron and Wireworks, Inc.

Sample Motion

Approve the resolution authorizing the city to enter into the incentive agreement for inducement grants and benefits with Standard Iron and Wireworks, Inc.

INCENTIVE AGREEMENT FOR INDUCEMENT GRANTS AND BENEFITS

1. Grand Island Area Economic Development Corporation (Development Corporation), a Nebraska non-profit corporation, and the City of Grand Island (the City), hereby agrees to provide economic assistance to Standard Iron, Inc. (a Nebraska Corporation), (Employer) to be used for the purposes of Employer's locating Employer's business within Grand Island, Nebraska, and bringing a number of higher paying jobs to the Grand Island community.
2. Employer hereby accepts the economic assistance expressly set forth in paragraph 3, below, and agrees to the terms and conditions hereby, including, without limitation, the terms and conditions of repayment.
3. After Employer completes its move to and opens for business at 3554 W. Stolley Park Road, Grand Island, Nebraska, and Incentive Funds are approved thru the City of Grand Island, Nebraska, Economic Development (Local LB840) Program, the City will advance Employer Two Hundred Thousand and No/100 Dollars (\$200,000), the repayment of which will not be required if Employer meets each of the following requirements.
 - (a) During the entire term of this Agreement, Employer must continue to employ in Grand Island, Nebraska, the Targeted employee numbers at the Targeted Average Salaries (or higher) for each year as shown upon the Schedule of Estimated Employment for the Grand Island Plant (The Schedule) which is marked Exhibit A, attached hereto and made in part hereof by this reference.
 - (b) By the end of the twenty-fourth (24th) month after the month in which it receives the advance, Employer must (i) add not less than ten (10) new positions to the base 34 full time positions in the Grand Island Plant, and meet the Targeted Average Salaries for all of its employees in Grand Island.
4. If Employer does not meet each of the requirements set forth in subparagraphs 3(a) and 3(b), above, then Employer shall repay to the City the advance of Two Hundred Thousand and No/100 Dollars (\$200,000) less any reductions allowable under paragraph 5 thru 11, below.
5. If Employer does meet each of the requirements set forth in subparagraphs 3(a) and 3(b), above, the repayable amount of the advance shall be tentatively reduced by Fifty Thousand and No/100 Dollars (\$50,000) at the end of the twenty-fourth (24th) month after the advance is received.
6. If Employer continuously maintains its Grand Island employment at not less than the Targeted employee numbers and Targeted Average Salaries shown upon The Schedule through the thirty-sixth (36th) month after the advance is received then the repayable amount of the advance shall be tentatively reduced by an additional Fifty Thousand and No/100 Dollars (\$50,000).
7. If Employer continuously maintains its Grand Island employment at not less than the Targeted employee numbers and Targeted Average Salaries shown upon The Schedule through the forty-eighth (48th) month after the advance is received then the repayable amount of the advance shall be tentatively reduced by an additional Fifty Thousand and No/100 Dollars (\$50,000).

8. If Employer meets the requirements of paragraph 7 and in addition by the end of the sixtieth (60th) month after the advance received has increased the number of its employees upon The Schedule to the Targeted employee numbers and has hired persons to fill those positions and meets the Targeted Average Salaries, the repayable amount of the advance shall be tentatively reduced by the remaining Fifty Thousand and No/100 Dollars (\$50,000).

9. On each anniversary of its receipt of the advance Employer shall provide Development Corporation with its then current Schedule of Estimated and Actual Employment and Salary information for the Grand Island Plant.

10. If on the third (3rd) anniversary of each tentative reduction of the repayable amount of the advance which is allowable under each of paragraphs 5, 6, 7 and 8 the Employer's Schedule shows that Employer has continuously met the requirements of that paragraph during the three (3) year period, then the tentative reduction allowed by that paragraph shall become permanent and Employer shall not be required to repay the amount of the allowed reduction.

11. If on the third (3rd) anniversary of each tentative reduction of the repayable amount of the advance which is allowable under each of paragraphs 5, 6, 7 and 8 the Employer's Schedule shows that the Employer has not continuously met the requirement for that paragraph during the three (3) year periods, then (i) the tentative reduction allowed by that paragraph and the tentative reduction or reductions allowed by any subsequent paragraph shall be void, (ii) the amount, if any, of the reductions in the advance which have become permanent on prior anniversaries shall be deducted from the amount of the advance and (iii) Employer shall repay the balance to the City. Balance payable shall bear interest at the rate of eight percent (8%) per annum until it is paid in full.

12. Notwithstanding any other provision of this Agreement Employer agrees as follows:

(a) If Employer is merged into or with any other corporation the provisions of this Agreement shall continue in full force and effect and shall be binding upon the surviving corporation; and

(b) If Employer or its successor discontinues the primary operation of its business in Grand Island, Nebraska, by reason of the sale of its assets to another person or company or for any other reason, then immediately and without any further notice being required the entire amount of the advance which is then repayable to the City or which would become repayable after a lapse of time as provided in this Agreement, shall become immediately due and payable; provided, however, that the Development Corporation may waive the provisions of this subparagraph (b) if a buyer of all of Employer's assets which is acceptable to Development Corporation agrees in writing to assume the obligations of Employer hereunder.

13. The contents of this Incentive Agreement contain all of the agreements and understandings between the Development Corporation, the City and Employer relative to the incentives and the repayment thereof and supercedes any and all prior agreements and understandings whether written or oral.

14. The provisions of this Agreement are fully binding upon the Development Corporation and upon Employer and upon their respective successors.

GRAND ISLAND AREA ECONOMIC
DEVELOPMENT CORPORATION

STANDARD IRON, INC.

By _____
Marlan Ferguson, President

By _____
Rich Demeules, CEO

THE CITY OF GRAND ISLAND

By _____
Mayor Jay Vavricek

RESOLUTION 2004-170

WHEREAS, on July 22, 2003, the City of Grand Island adopted an Economic Development Program and a Citizens Advisory Review Committee to oversee the process of approving applications for economic development incentives; and

WHEREAS, Standard Iron and Wireworks, Inc. has applied for a forgivable loan in the amount of \$200,000 from the Grand Island Area Economic Development Corporation in accordance with the Economic Development Program; and

WHEREAS, such application has been approved by the executive committee of the Economic Development Corporation and was approved on June 21, 2004 by the Citizens Advisory Review Committee; and

WHEREAS, Standard Iron and Wireworks, Inc. will be required to meet or exceed employment numbers and employee salary levels as outlined in the Incentive Agreement for Inducement Grants and Benefits to retain all of the economic incentives granted under the agreement; and

WHEREAS, it is in the best interests of the City to provide economic development funding to Standard Iron and Wireworks, Inc. as provided by the Grand Island Economic Development Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Incentive Agreement for Inducement Grants and Benefits by and between the City and the Grand Island Area Economic Development Corporation to provide \$200,000 in economic assistance through a forgiveness loan to Standard Iron, Inc., a Nebraska corporation, to be used for relocating Standard Iron, Inc. to Grand Island, Nebraska, is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2004.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 8, 2004	☐ City Attorney



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item I2

**#2004-171 - Approving Authorization for the City to Purchase
Property from Rudy Plate Located East of Sycamore Street and
North of First Street**

Staff Contact: Doug Walker

Council Agenda Memo

From: Douglas R. Walker, City Attorney

Meeting: July 13, 2004

Subject: Purchase of Real Estate from Rudolf Plate located East of Sycamore Street and North of First Street, which is the South Half of Block 77 Original Town of Grand Island, Hall County, Nebraska

Item #'s: I-2

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

Background

At the May 25, 2004, meeting of the Grand Island City Council, a public hearing was conducted on the purchase of the real estate owned by Rudolf Plate in the South Half of Block 77, Original Town of Grand Island, Nebraska. Since the public hearing occurred, the city has received an appraisal of Mr. Plate's real estate which valued the property at \$363,000 and negotiated a purchase agreement for the acquisition of this property for the amount of \$370,000. Before the city can proceed with the purchase of the property, the Council will need to pass a resolution authorizing the Mayor to sign the purchase agreement on behalf of the city.

Discussion

The city is interested in purchasing this real estate for use either as additional parking for City Hall or possibly as a future municipal building due to its proximity across the street east from City Hall. The purchase of this property will also improve a block of real estate in downtown Grand Island near City Hall which has been designated as having blighted and substandard conditions. For the above mentioned reasons, city administration is seeking City Council approval of the resolution authorizing the city to execute a purchase agreement for the acquisition of this real estate.

Alternatives

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

1. Approve the resolution authorizing the city to execute a purchase agreement for the acquisition of this real estate.
2. Disapprove or /Deny the resolution which would prevent the city from entering into a purchase agreement for the purchase of the real estate.
3. Modify the resolution to meet the wishes of the Council
4. Table the issue

Recommendation

City Administration recommends that the Council approve the resolution authorizing the city to execute a purchase agreement for the acquisition of this real estate.

Sample Motion

Approve the resolution authorizing the acquisition of the real estate in the South Half of Block 77, Original Town of Grand Island, Nebraska.

AGREEMENT FOR WARRANTY DEED

THIS AGREEMENT made and entered into this _____ day of July, 2004, by and between the CITY OF GRAND ISLAND, NEBRASKA, A Municipal Corporation, hereinafter referred to as "City", and PLATE ENTERPRISES, L.L.C., hereinafter referred to as "Seller".

1. **STATEMENT OF PURPOSE.** This Agreement for Warranty Deed (Agreement) is made for the purpose of setting forth the terms and conditions under which the City will buy and the Seller will sell the real estate described below in accordance with the parties' respective terms and conditions set herein.

2. **REAL ESTATE TO BE CONVEYED.** The tract of real estate to be conveyed by the Seller to the City pursuant to this Agreement is described as follows:

Lots Five (5), Six (6), Seven (7) and Eight (8), Block
Seventy-Seven (77), Original Town, now City of
Grand Island, Hall County, Nebraska.

In consideration of the following payments by the City to the Seller, the Seller agrees to sell and convey to the City by warranty deed, free and clear of all liens and encumbrances except covenants, easements and restrictions of record, the above described tracts. Closing shall occur at the earliest convenience of the parties following compliance with the conditions precedent set forth in this Agreement.

3. **CONSIDERATION TO BE PAID.** The consideration for the real estate described above to be paid by the City to the Seller is as follows:

Fifty Thousand Dollars (\$50,000.00) shall be paid by the
Buyer to the Seller upon approval and execution of this
Agreement by all parties. Three Hundred Twenty
Thousand Dollars (\$320,000.00) shall be paid upon closing.

4. **TITLE INSURANCE.** As soon as practical after execution of this Agreement by all parties, but prior to closing, the City may at its own cost obtain a current commitment (commitment) for an owner's policy of title insurance for the above described tracts, in favor of the City. After receipt of the commitment, the City shall have a period of thirty (30) days thereafter to examine the commitment to ascertain whether or not there is any defect or condition which renders any of the conditions precedent in this Agreement unsatisfied. In such event, the City shall during the examination period, provide written notice to the Seller specifying the

relevant defect or condition (defect notice) and thereafter the Seller shall have a reasonable period of time, not to exceed ninety (90) days within which to cure such defect or condition and provide written notice of such cure (cure notice) to the City, or at the Seller's option, to provide the City written notice of the Seller's election to cancel this Agreement. If the City provides the Seller a defect notice in the manner and within the time specified herein, and the Seller fails to cure such defect or condition and provide the City with a cure notice, the City, at its sole discretion, may terminate this Agreement or file an action in the Hall County District Court to require specific performance of this Agreement by the Seller.

5. ENTRY PRIOR TO POSSESSION. Prior to the delivery of possession of the above described land, the City and/or its representatives shall have the right to enter upon this real estate after making an appointment with the Seller, for the purpose of making borings, surveys, studies or other tests which may assist the City in determining the suitability of this land for use as a location for development of public parking facilities and/or construction of a governmental building. The City shall indemnify and hold the Seller harmless from any injuries, liabilities or damages caused by the City's entry upon the land and shall restore the land to its original state prior to any such entry in the event closing does not occur. This undertaking of indemnity shall survive the closing and/or termination of this Agreement.

6. SURVEY. Prior to closing on this real estate, the City may at its own cost obtain a physical survey of the above described land. In the event the results of the survey disclose a defect or condition which renders any of the conditions precedent specified herein unsatisfied, the City shall provide written defect notice to the Seller and the Seller shall have a reasonable period of time, not to exceed ninety (90) days within which to cure such defect or condition and provide written cure notice to the City or, at the Seller's option, to provide the City written notice of the Seller's election to cancel this Agreement.

7. CLOSING AND POSSESSION. Closing shall occur on or about January 3, 2005, after approval and execution of this Agreement by all parties and completion of all conditions precedent. Prior to closing, Seller shall give notice to all tenants on this property that their lease will not be renewed and that the tenants will be required to vacate the premises before the date of closing so that the City will have full and complete possession of this real estate upon closing.

8. **CONDITIONS PRECEDENT.** The City's obligation to purchase this real estate and pay the purchase price for the respective tracts are subject to the following conditions precedent having been fully satisfied or waived, in writing, by the City:

- a. The Seller shall have, and be able to convey to the City at closing, marketable fee simple title to the real estate by warranty deed, free and clear of all liens, claims and encumbrances.
- b. There shall be no pending proceedings or actions of any kind whatsoever, or judgments or claims or any nature whatsoever, pending against the Seller with respect to the above described real estate.
- c. The above referenced survey of the above described real estate shall disclose that to the respective tracts which would interfere with the development or use of any of the tracts by the City as public parking facilities or a location of a governmental building; that there are no material encroachments or projections on the property structures, facilities or improvements on adjoining property other than those of the Buyer located near the northwest corner of Lot 5.
- d. There shall be no uncured violations of any state, federal, local laws, ordinances or regulations with respect to the above described real estate.
- e. The borings, studies, inspections or other tests made by the City and/or its representatives pursuant to this Agreement shall not discover the presence of, release from or storage on the above described tracts of pollutants, contaminants other hazardous substances and shall not discover that soil, drainage or subsurface conditions render the property not suitable for use of any one or more of the tracts for public parking facilities or governmental buildings.
- f. The above described tracts shall be free and clear of all leases, licenses, tenancies, and other occupancies and all adverse claims however they may be derived or claimed.
- g. The above described tracts shall be in substantially the same physical condition as they are on the date of execution of this Agreement by all parties.
- h. There shall be no unpaid bills, charges, costs or expenses of any kind which create or permit the filing of a statutory lien of any kind against any of the above described real estate.

The City shall have a period of 30 days from the date of receipt of the commitment for an owner's policy of title insurance during which to determine that the foregoing conditions precedent have been met, to the reasonable satisfaction of the City and to deliver written notice to the Seller specifying, in reasonable detail, all conditions precedent (condition notice) which have not been met. Upon receipt of such condition notice, the Seller, may at their option, elect to cancel this Agreement by written notice to the City in which event this Agreement shall be automatically canceled, or elect to undertake such action as is necessary to satisfy the conditions precedent identified in the condition notice. If the Seller elects to undertake such action as is necessary to satisfy the conditions precedent identified in a condition notice, the Seller shall have a reasonable period of time, not to exceed ninety (90) days, within which to complete such action as is necessary to meet all unsatisfied conditions precedent identified in said condition notice. If the Seller fails to satisfy such conditions precedent, the City may elect to terminate this Agreement or waive such unsatisfied condition precedent. Upon expiration of the 30 day due diligence period set forth above, unless the City has provided a condition notice to the Seller in the manner and within the time specified herein, the City shall be deemed to have waived any right to terminate this Agreement because of the non-satisfaction of any of the foregoing conditions precedent and, subject to the Seller's performance of their obligations under this Agreement, the City shall be obligated to consummate the purchase transactions described above.

9. ENVIRONMENTAL WARRANTIES. The Seller hereby represents and warranties that during its period of ownership, the Seller, its agents and employees, have complied with all federal, state and municipal environmental laws, regulations and ordinances as they relate to the above described tracts, and that the Seller has no actual notice or knowledge of any prior violations of environmental laws effecting the tracts.

10. TAXES. The Seller shall pay all real estate taxes for 2004 and all prior years which are levied on the above described real estate prior to the date of closing.

11. CLOSING EXPENSES. The City shall pay all closing costs in connection with the above described tracts.

12. SECTION 1031 EXCHANGE. The parties understand and acknowledge that the Seller intends to treat the sale of this real estate as a "like-kind" exchange pursuant to Internal Revenue Code Section 1031. Accordingly, the parties agree to cooperate further, and facilitate

the Seller's Section 1031 exchange in a manner which conforms to the rules and regulations of the Internal Revenue Service and Section 1031 of the Internal Revenue Code.

13. SELLER'S RIGHTS TO RENTS AND FIXTURES. The Seller shall receive and retain all rentals accrued prior to the date of possession as set forth above in paragraph 7. Further, the Seller shall have the right to remove any personal property and fixtures located in the structures prior to the date of possession, including, but not limited to, heating and air conditioning equipment and systems, plumbing fixtures and equipment, electrical fixtures and equipment, and other similar items.

14. NOTICES. All notices envisioned under the terms and conditions of this Agreement may be sent to the other party by first class mail, postage prepaid and addressed as follows or delivered in hand to said same addresses:

City of Grand Island
Attention: Mayor
100 East First Street
P.O. Box 1968
Grand Island, NE 68802-1968

Plate Enterprises, L.L.C.
c/o Rudolf F. Plate
2209 East Stolley Park Road
Grand Island, NE 68801

15. CHOICE OF LAWS. This Agreement shall be construed in accordance with the laws of the State of Nebraska and the United States of America.

16. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the City and Seller, notwithstanding any written or oral agreements to the contrary. This Agreement may be amended only in writing, duly reviewed, approved and executed by the respective parties.

17. BINDING EFFECT. All covenants and conditions herein contained shall extend to and be obligatory upon the successors, assigns, heirs and legal representatives of the parties hereto.

ATTEST:

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

RaNae Edwards, City Clerk

By: _____
Jay Vavricek, Mayor

STATE OF NEBRASKA)
) ss:
COUNTY OF HALL)

Before me, a notary public qualified in said county, personally came Jay Vavricek, Mayor of the City of Grand Island, Nebraska, a municipal corporation, known to me to be such officer and the identical person who signed the foregoing document and acknowledged that the foregoing signature was his voluntary act and deed pursuant to Resolution _____.

Witness my hand and notarial seal, this _____ day of July, 20____.

Notary Public

PLATE ENTERPRISES, L.L.C.,

By:_____
Rudolf F. Plate, Manager

STATE OF NEBRASKA)
) ss:
COUNTY OF HALL)

Before me, a notary public in and for said county and state, personally appeared Rudolf F. Plate, Manager of Plate Enterprises, L.L.C., to me known to be the identical person who executed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal this _____ day of July, 20____.

Notary Public

RESOLUTION 2004-171

WHEREAS, on May 25, 2004, the City of Grand Island held a public hearing and approved the purchase of Lots Five (5), Six (6), Seven (7), and Eight (8), Block Seventy Seven (77), Original Town, now City of Grand Island, Hall County, Nebraska, from Rudolf F. Plate and Jeannice R. Plate, husband and wife; and

WHEREAS, such property is located along First Street between Sycamore and Kimball Avenue; and

WHEREAS, the parties have negotiated a purchase price for the property of \$370,000, with \$50,000 to be paid by the City upon the approval and execution of an Agreement for Warranty Deed, and the remaining \$320,000 to be paid by the City at closing; and

WHEREAS, the appraised value of the property is \$363,000; and

WHEREAS, the agreement is contingent upon the City of Grand Island approving and adopting a fiscal year 2004-2005 budget with sufficient and appropriate appropriations to perform the City's duties and responsibilities under the Agreement for Warranty Deed; and

WHEREAS, the City would take possession of the property on or about January 3, 2005; and

WHEREAS, an Agreement for Warranty Deed has been prepared by the City Attorney and Plate Enterprises, L.L.C. setting out the terms and conditions for the conveyance of such property.

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

1. The acquisition of the above-described property at the purchase price of \$370,000 is hereby approved, with \$50,000 to be paid by the City upon approval and execution of the Agreement for Warranty Deed, and the balance of \$320,000 to be paid by the City at the closing.
2. The Agreement for Warranty Deed between the City and Plate Enterprises, L.L.C., is hereby approved; the City agrees to appropriate sufficient funds to complete the purchase, and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2004.

Approved as to Form	☐ _____
July 8, 2004	☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item I3

#2004-172 - Approving Memorandum of Understanding and Lease Agreement with Walnut Redevelopment and Walnut Housing LLC

Staff Contact: Doug Walker

Council Agenda Memo

From: Douglas R. Walker, City Attorney

Meeting: July 13, 2004

Subject: Memorandum of Understanding and Lease Agreement for the Redevelopment of Former Walnut Junior High School Property

Item #'s: I-3

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

Background

The City of Grand Island has been involved in negotiating a Memorandum of Understanding and a Lease Agreement wherein the City of Grand Island will lease approximately 1,000 square feet of space in the former Walnut Junior High School building that is being redeveloped by Walnut Redevelopment and Walnut Housing LLC. As part of the process of redeveloping this property, it is crucial to the developer to have tenants on the premises which will provide outreach services to the community and especially to people of various ethnic backgrounds throughout the community.

The Memorandum of Understanding provides for the various local charitable and civic organizations to use the space being leased by the city for services to people of multicultural and various ethnic backgrounds. The lease agreement is the document that formally sets forth the term of the lease and requires the City of Grand Island to lease this property for a five year period to provide space for these various organizations to provide outreach services to the community.

Discussion

The city is interested in leasing the above referenced space in the former Walnut Junior High School Building because it will enable the developer to obtain the necessary tax credits to complete the development of the project. This project is essential to the redevelopment of the neighborhood surrounding it which has many residents who are from a variety of ethnic and cultural backgrounds. By leasing this space, the city will also enable various civic organizations and charitable organizations as well as the Grand Island Public Schools to provide services to the multicultural and ethnic minority communities at a location which is convenient for them to use.

The city has also been actively involved in seeking grants and other financial assistance for this project and for the organizations involved and the city has been successful in obtaining a grant to cover the majority of the lease expense for the first year of the rental agreement which would last for five years. City staff believes that the city will have a good chance of receiving further grants throughout the term of the lease for the space in the former Walnut Junior High School building. For the above referenced reasons, city administration is seeking City Council approval of the resolution authorizing the city to lease space in the former Walnut Junior High School building and for approval of the Memorandum of Understanding between the city and the various organizations which will be using the space leased by the city.

Alternatives

After the public hearing it appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Approve the resolution authorizing the city to enter into a lease for space in the former Walnut Junior High School building and authorizing the city to execute the MOU setting forth the understanding between the city and the various charitable organizations.
2. Disapprove or /Deny the resolution and the MOU regarding the space in the former Walnut Junior High School.
3. Modify the resolution and the MOU to meet the wishes of the Council
4. Table the issue

Recommendation

City Administration recommends that the Council approve the resolution authorizing the city to enter into a lease for acquiring space in the former Walnut Junior High School building and also to sign the Memorandum of Understanding between the city and the various local organizations that will be using this space.

Sample Motion

Approve the resolution authorizing the city to enter into a lease agreement for space in the former Walnut Junior High School building and to enter into an MOU with the organizations that will use the space.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is approved and executed on this ____ day of _____, 2004, by WALNUT REDEVELOPMENT, LLC/WALNUT HOUSING LTD. (Walnut), THE CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation (City), THE GRAND ISLAND MULTICULTURAL COALITION (Coalition), THE HOUSING DEVELOPMENT CORPORATION (Development Corporation) and THE GRAND ISLAND PUBLIC SCHOOLS (Schools).

1. Project Description. The purpose of this Memorandum of Understanding is to state the general terms, conditions and commitments of the respective parties to support the development of the former Walnut Junior High School Building located at 504 North Elm Street, Grand Island, Nebraska. This document will outline the understanding between the various parties to this agreement to promote the redevelopment of this property into low income housing, office space for various governmental, charitable and other human service organizations to provide referral or direct services to the community and for an auditorium to house a theater for Hispanic and a variety of other cultural events.

2. Recitals.

WHEREAS, Walnut Redevelopment LLC is the owner of property with a street address of 504 North Elm Street in the City of Grand Island, Nebraska, which is a former school building that is in need of renovation; and,

WHEREAS, Walnut Redevelopment LLC has proposed to redevelop said school building into affordable housing, offices for providing governmental and charitable services to the community and for providing an Hispanic theater and cultural center to serve the community; and,

WHEREAS, the City of Grand Island is a Nebraska Municipal Corporation which is interested in supporting and promoting the redevelopment of the former Walnut Junior High School building and is interested in renting and using space in the building to provide some city and other governmental

services and providing office space for the Grand Island Multicultural Coalition and other such charitable and human service organizations for the benefit of the neighborhood and the community; and,

WHEREAS, the Grand Island Multicultural Coalition is interested in obtaining and utilizing space in the redeveloped Walnut Junior High School Building to provide referral and/or direct services to the Hispanic community and other individuals of various ethnic backgrounds; and,

WHEREAS, the Housing Development Corporation, a 501(c)(3) charitable corporation, proposes to obtain and utilize space in this redeveloped building to offer affordable housing services to the neighborhood residents surrounding this redevelopment project and to the Grand Island Community; and,

WHEREAS, the Grand Island Public School System proposes to obtain and utilize space in the redevelopment project to offer services to the neighborhood residents and the surrounding community to support education; and,

WHEREAS, this Memorandum of Understanding is necessary to facilitate and enable the developer of this property, Walnut Redevelopment LLC and Walnut Housing Ltd., to obtain the necessary grants and financing to complete the redevelopment project,

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Walnut Redevelopment, LLC/Walnut Housing Ltd. hereby agrees to redevelop the building formerly known as Walnut Junior High School at 504 North Elm Street, Grand Island, Nebraska, so that it provides affordable housing, office space for the delivery of governmental, charitable and human services to the community and provides an Hispanic cultural center, as well as a center for activities for people of various ethnic backgrounds, including a theater for commercial use open to the public and available to the community at reasonable rates.

2. The City will lease space in the building for the use of local government, the Multicultural Coalition and a variety of human service providers, to enhance the delivery of services to the Multicultural community in the city of Grand Island. Such space may be used on a shared basis for the implementation of services under this memorandum of understanding, commencing no later than

December 31, 2004, for a period of five (5) years, ceasing no sooner than December 31, 2009, unless an extension has been mutually agreed upon and approved by the Mayor and City Council.

3. The City may deliver services appropriate to those provided by City government, which may include but are not limited to community policing, community-based outreach programs, community development or other programs as appropriate.

4. Walnut, the City, the Multicultural Coalition, the Housing Development Corporation and the Grand Island Public School System hereby agree to work together to implement and develop a plan for delivery of governmental, educational and human services to the Grand Island community through the City office location in the former Walnut Junior High School building or theater.

5. The Coalition will use a portion of the City provided space in the former Walnut Junior High School building for the delivery of charitable services to ethnic minorities in the neighborhood surrounding the redevelopment project and the community.

6. The Housing Development Corporation will seek office space in the City provided space to deliver programming specific to their organization. This programming may include first time home owner education, tenant's rights education, information regarding rehabilitation of properties in the neighborhood, relocation services to residents to homes that will enhance quality of life, and/or other appropriate services.

7. The Grand Island Public School System will utilize the City provided space or theater in the building to deliver support services from or provide referral services to Grand Island Public Schools for children and families. Support services may include school to parent outreach programs, immunizations, health and administrative services pertinent to attendance and/or other appropriate educational services.

8. Walnut Redevelopment LLC/Walnut Housing Ltd. will make space available to the City for the services hereby required and make the auditorium/theater available for Hispanic cultural programs and a Latin theater. Nothing herein prohibits Walnut from charging reasonable rates for the space

provided. The terms of the agreement for occupancy of the Walnut building by the City will be set forth in a separate lease. In the event that Walnut and the City do not successfully negotiate the provisions of the lease, this MOU shall be null and void and shall not create any legally binding obligations on the parties hereto.

9. This document shall be binding upon the successors and assigns of the parties hereto.

10. From time to time the undersigned may jointly desire to amend the terms of this Memorandum of Understanding for any future agreement. Such consent shall not be unreasonably withheld but must be acknowledged in writing by all original parties to this Memorandum of Understanding before going into effect.

11. This agreement may be terminated by Walnut, with the agreement of the City and the other parties named in this document, if the purpose of the agreement is frustrated such that the performance of the agreement hinders or impedes the development of the building. Any party may withdraw from the agreement at the end of five (5) years from completion of construction, which shall be no later than December 31, 2009.

DATED this _____ day of _____, 2004.

WALNUT REDEVELOPMENT, LLC,

By: _____, Manager

WALNUT HOUSING, LTD.,

By: _____
Fred Hoppe, General Partner

ATTEST:

CITY OF GRAND ISLAND, NEBRASKA,
a Municipal Corporation,

RaNae Edwards, City Clerk

By: _____
Jay Vavricek, Mayor

GRAND ISLAND MULTICULTURAL
COALITION

By: _____
Steve Joel, President

HOUSING DEVELOPMENT CORPORATION
CORPORATION, A 501(c)(3) Charitable Corp.,

By: _____
Linda Addison, Executive Director

GRAND ISLAND PUBLIC SCHOOLS,

By: _____
Lynn Cronk, President
Grand Island Board of Education

(6-23-04)

COMMERCIAL LEASE

This lease is entered into by and between:

<u>Landlord:</u>	Walnut Housing, Ltd.
<u>Landlord Address:</u>	Walnut Redevelopment, LLC, General Partner
<u>Landlord Taxpayer ID No.:</u>	P.O. Box 6036, Lincoln, Nebraska 68506
<u>Tenant:</u>	City of Grand Island, Nebraska
	A Municipal Corporation
<u>Signing Deadline:</u>	
<u>Start of Term:</u>	October 1, 2004, or completion of construction, certificate of occupancy
<u>End of Term:</u>	December 31, 2009
<u>Renewal of Term:</u>	Five Years
<u>Amount, Frequency and Due dates for Base Rent Payment:</u>	\$700 monthly, due in advance on the first of each month
<u>Security Deposit:</u>	n/a
<u>Property Description:</u>	Unit B, Old Walnut, a Condominium, Grand Island, Nebraska

1. OFFER: Until this lease is signed on behalf of all parties to it, it shall be construed as an offer of the signing party to the other party. Time being of the essence, this lease must be executed by all parties before the signing deadline described above to be effective.

2. PROPERTY DEFINITION: Whenever it is used in this lease, the term "the property" shall refer to the property described above including all improvements on or to it.

3. RENT: The Tenant shall pay to the Landlord the base rent for the property as listed above for the term of this lease.

4. RENTAL PAYMENT DATE: Rent for each month shall be due and payable monthly in advance on the first day of the rental month at the office of the Landlord as stated in this lease or at such other place as the Landlord shall direct.

5. SECURITY DEPOSIT: N/A

6. UTILITIES: The property shall be separately metered for electrical and gas service and the Tenant shall pay for these utility services to the premises. Landlord shall provide water, sewer and trash removal (at locations determined by Landlord).

7. REPAIRS AND MAINTENANCE: Tenant shall keep the premises in good order and repair, reasonable wear and tear excepted. Landlord shall maintain the premises. Tenant shall be responsible for those repairs caused by the actions or omissions of Tenant or its invitees.

8. GENERAL MAINTENANCE: Tenant shall keep the premises in a clean, neat and orderly condition at its own cost and expense.

9. POSSESSION: Except as provided in this lease, the Landlord shall deliver possession of the premises on or before the commencement date of this lease, subject to unavoidable delays beyond the Landlord's control. Delivery of possession prior to commencement date shall not affect the expiration date of this lease. If the premises shall not be available to the Tenant for occupancy on the first day of the term, the Landlord shall not be liable to the Tenant for damages, but a pro-rata part of the rent shall be abated until the premises are ready for occupancy. The taking of possession of the premises by the Tenant shall be conclusive evidence that the premises are in the agreed-upon condition at the commencement of the lease term.

10. USE AND UNLAWFUL USE: The Tenant shall use the premises as offices and only as offices. Tenant shall use the property for the dispersal of services for the tenants of Old Walnut and the general public which the Tenant agrees to provide. Such services may include but not be limited to first time home buyer training and first time home buyer opportunity programs, rental housing inspection and tenant's rights assistance, code compliance office, community health and dental intake, provided, however, Tenant may change services provided from the premises so long as such services reasonably respond to the needs of the lower income or multi-culturally diverse populations of Grand Island. The Tenant agrees not to commit or permit any act to be performed on the property or any omission to occur which will be in violation of any statute, regulation, or ordinance of any governmental body.

11. OTHER OCCUPANTS: The Tenant shall not disturb other occupants of the building by making any undue noise or otherwise and shall not do or permit to be done in or about the premises anything which will be dangerous to life or limb.

12. LANDLORD'S ACCESS: The Landlord, its employees, and its agents shall have access to the property at reasonable times for the purpose of inspection, cleaning, repairing, altering, or improving the premises or to exhibit the premises to prospective tenants, purchasers or others. Landlord shall give Tenant notice at least twenty four (24) hours in advance before coming into the property other than for regularly scheduled maintenance. Nothing in this paragraph shall be interpreted as requiring the Landlord to perform any such acts independent of the requirements of the other provisions of this lease. The Landlord shall also be permitted to post notice of non-responsibility for alterations, additions and repairs.

13. LANDLORD POST SIGNS: During the last 90 days of the lease, the Landlord may post signs on the walls, windows or doors advertising that the property is for rent or for sale. The Tenant shall not take any action to prevent or interfere with the placement of the signs. The Tenant shall not remove, deface or damage any such signs.

14. IMPROVEMENTS, ALTERATIONS, AND REMODELING BY TENANT. Any improvements, alterations and remodeling during the term, shall be made only with the written consent of the Landlord.

15. WARRANTIES OF TITLE AND QUIET POSSESSION. The Landlord warrants that the Landlord has full right to make this lease subject to the terms of this lease, and the

Tenant shall have quiet and peaceable possession of the premises during the term of this lease as against the acts of all parties claiming title to, or a right to the possession of, the property.

16. RESTORE PREMISES. In the event Tenant defaults or terminates this agreement, Tenant agrees to restore the premises to substantially its present condition.

17. ASSIGNMENT AND SUBLETTING. Tenant may not assign or transfer this lease or any interest in this lease or any portion of this lease without the prior written consent of Landlord in each instance. This provision shall apply to any assignment, transfer or sublease, whether by voluntary act, operation of law, or otherwise. Consent by the Landlord to one assignment or transfer of this lease or the property shall not be a waiver to Landlord's rights under this lease as to any subsequent assignment or transfer. Landlord shall not unreasonably withhold consent to assign. No assignment, transfer or sublease shall release Tenant of its obligations under this lease. Tenant may sublet the property provided, however, no sublease shall be to a tenant that are disqualified leases within the meaning of Internal Revenue Code §168(h)(1)(B)(ii).

18. COLLECTION OF RENT FROM ASSIGNEES AND SUBTENANTS. Landlord shall collect any rents for this property directly from any assignee or may collect any rents due from a subtenant and apply the amount to the rent due under this lease. No such collection shall be a waiver of the provisions of this lease.

19. LANDLORD MAY ASSIGN. Landlord's rights to assign this lease are and shall remain unqualified. No assignment by Landlord shall release Landlord of any of its obligations under this lease for any time prior to the date of the assignment but shall release Landlord of all obligations occurring after such assignment upon assumption by new owner who shall then be obligated as Landlord hereunder. It is understood that the property shall be turned into a condominium. Landlord shall transfer its interest to a new entity to facilitate the sale of tax credits associated with the construction of the building and operation as a low income tax credit project.

20. HAZARDOUS SUBSTANCE. Tenant will not use, store, keep or permit any hazardous, toxic, explosive or flammable substances on the property without the express written consent of Landlord. Nothing in this agreement shall be interpreted as creating a partnership, joint venture or relationship of principal and agent between the parties.

21. EMINENT DOMAIN. If the premises are taken by any public authority under the power of eminent domain or sold to any public authority pursuant to threat of eminent domain, then division of damages shall be made as follows:

- a. The Landlord shall receive the full appraised value of the building (valued at the greater of the value with this lease or the value without this lease).
- b. The Landlord shall receive any other damages or other awards based upon considerations other than value of the building which were awarded to the Landlord.

- c. The Tenant shall receive any excess amount of any damages over the Landlord's full appraised value determined in this lease, which are awarded to the extent of the damages which Tenant has suffered for the loss of the remainder of its lease provided however Landlord shall receive all damages attributable to the Common Areas.
- d. The Landlord shall receive any excess damages based upon the value of the building.
- e. The Tenant shall receive any other damages or other awards based upon considerations other than value of the building which were awarded to the Tenant.
- f. The allocation of damages shall be mutually agreed upon by the governmental authorities exercising the power of eminent domain, by the Landlord and by the Tenant. In the event that there is not an agreement on allocation as provided in this paragraph, the parties may agree to an award of damages for the value of the building and the lease.

22. FIRE AND OTHER CASUALTY. If fire or other casualty shall render the premises untenantable, this lease shall terminate immediately and any prepayments of rent shall be refunded pro-rata by the Landlord; provided, however, that if the premises can be repaired within ninety (90) days from the date of such event, then at the Landlord's option, by notice in writing to the Tenant, mailed within thirty (30) days after such damage or destruction, this lease shall remain in full effect, but the rent for the period during which the premises are untenantable shall be abated pro-rata.

23. LIABILITY INSURANCE: The Tenant shall provide, at Tenant's expense, general liability coverage and any liability coverage which Landlord may require as a result of the particular use of the property. All insurers must be approved by and be satisfactory to Landlord. The liability limit shall be \$1,000,000 per incident \$2,000,000 aggregate.

24. HAZARD INSURANCE REQUIRED: Tenant, at its expense, may maintain insurance with respect to the improvements and personal property owned by it and located on the premises. Landlord, as part of Condominium Assessments, shall insure premises for fire and casualty and liability, however, Landlord's property and casualty insurance will not cover the Tenant's personal property located on the premises.

25. TERMS OF INSURANCE: Insurance policies maintained pursuant to this lease for property casualty or liability coverage, on which Landlord and Tenant both have an insurable interest, shall name Tenant and Landlord as insureds, as their respective interests may appear. All insurance policies in which both parties have an insurable interest maintained pursuant to this lease shall provide that there shall be no cancellation, non-renewal, termination for any reason, or modification without at least fifteen (15) days prior written notification to Landlord and Tenant. All policies of insurance required by this lease shall be delivered to and retained by Landlord and a copy of such policy shall be given to Tenant.

26. FAILURE TO RENEW OR HAVE INSURANCE COVERAGE: If any policy maintained pursuant to this lease in which landlord has an insurable interest is not renewed on or

before fifteen (15) days prior to its expiration date or if no insurance policy is in force at any time, the Landlord may procure such insurance, pay the premiums therefore and give Tenant notice of which shall be due and payable fourteen (14) days after notice is sent. If Tenant does not pay its share of the premium within fourteen (14) days after the notice is sent, then Landlord may charge interest at the rate set forth elsewhere in this agreement.

27. PROOF OF LOSS UPON DAMAGE TO PROPERTY: If any loss occurs which may be covered by insurance, Tenant will immediately notify Landlord of the loss and shall make the proof of loss within the earlier of seven (7) days or the time required under the insurance policy. If Tenant fails to make the proof of loss, the Landlord may make the proof of loss.

28. SETTLEMENT WITH INSURANCE CARRIER: If the hazard insurance carrier refuses to pay a claim or offers to settle for less than the full cost of repairs or on claims where Landlord and Tenant each have an insurable interest, the Tenant shall advise the Landlord. Tenant shall not make a settlement for less than the full cost of repair or replacement without the written consent of Landlord.

29. COLLECTION OF AN AMOUNT LESS THAN THE MONTHLY RENT: Payment by Tenant or receipt by Landlord of an amount less than the monthly rent under this lease shall be deemed to be a partial payment of the rent. No endorsement on any check shall be deemed an accord and satisfaction. Landlord may accept such payment without prejudice to Landlord's right to collect the balance of the rent.

30. SURRENDER: On the last day of the term of this lease or on the earlier termination of this lease, the Tenant shall peaceably surrender the premises in good condition and repair, reasonable wear and tear excepted, consistent with the Tenant's duty to make repairs as provided in this lease. The Tenant shall at its expense remove all of its equipment from the premises, and any property not removed shall be deemed abandoned. All alterations, additions, and fixtures, other than the Tenant's equipment and trade fixtures, which have been made or installed by either the Landlord or the Tenant on the premises shall remain as the Landlord's property and shall be surrendered with the premises as a part of the premises. Trade fixtures shall not include any structural components of any buildings.

31. FAILURE TO SURRENDER: If the premises are not surrendered at the end of the lease or on the earlier termination of the lease, the Tenant shall indemnify the Landlord against any loss or liability resulting from delay by the Tenant in surrendering the premises. The indemnification includes, but is not limited to, claims made by any succeeding Tenant founded on such delay. Any succeeding Tenant is authorized to take legal action against Tenant to recover its damages from Tenant. The provisions of this section shall survive the termination of this lease.

32. SURRENDER OF KEYS. The Tenant shall promptly surrender all keys for the premises to the Landlord at the place then fixed for payment of rent and shall inform the Landlord of combinations on any locks and safes on the premises. Surrender of keys before the end of the lease shall not terminate this lease unless Landlord Accepts the surrender of the lease in writing. In no event shall the Tenant be deemed to have abandoned the property or this lease during the term of this lease unless the Tenant first obtains the express written permission of the Landlord. The provisions of this section shall survive the termination of this lease.

33. HOLDING OVER. In the event that the Tenant remains in possession of the premises after the expiration of this lease without the execution of a new lease, Landlord may take any legal action to remove the Tenant. If the Landlord accepts a rent payment for a period of time after the end of the lease or otherwise acknowledges the tenancy, then Tenant is deemed to be occupying the premises as a Tenant from month-to-month. Any month-to-month tenancy is subject to all the conditions, provisions, and obligations of this lease. The base rent may then be adjusted by Landlord upon thirty (30) days notice.

34. DEFAULT OF TENANT. A default by Tenant under this lease shall occur if any of the following occur, but a default is not limited to the following:

- a. Any one or more rent payments due from the Tenant to the Landlord shall be and remain upon in whole or part after they are due and payable.
- b. The Tenant fails to provide insurance as required by this lease and the default continues for more than ten (10) days after notice from Landlord.
- c. The Tenant violates or defaults in any of the other covenants, agreements, stipulations or conditions herein and such violation or default shall continue for a period of thirty (30) days after written notice from the Landlord of such violation of default.
- d. If the Tenant shall become insolvent, make an assignment for the benefit of its creditors, or if a receiver is appointed for the Tenant.
- e. If any guarantor of this lease shall become insolvent, make an assignment for the benefit of its creditors, a receiver is appointed for the guarantor, file a voluntary bankruptcy proceeding or have an involuntary bankruptcy petition filed against the guarantor which is not dismissed within one hundred twenty (120) days.
- f. Abandonment of the property by the Tenant (any absence by Tenant for more than seven (7) days without notice to Landlord shall be presumed to be an abandonment).

35. LANDLORD'S REMEDIES UPON TENANT'S DEFAULT. The remedies provided in this paragraph are not exclusive and are in addition to any other remedies now or later allowed by law. Upon default of the Tenant:

- a. The Landlord may, at its option, declare this lease forfeited, the lease's term ended, have the right to re-enter the property and have the right to take possession of the property without any further obligation to Tenant. Landlord may remove all persons and property at the cost of Tenant.
- b. Landlord may instead elect to keep Tenant in possession and continue to have all rights and remedies under this lease. If Landlord elects to keep Tenant in possession, Landlord shall have the rights under subparagraph 21(a) for any future defaults or for any previous default which remains uncured.

36. TAXES. Landlord shall pay the real estate taxes upon the property.

37. INTEREST. If the Tenant fails to perform any of its promises contained in this lease, including the failure to pay rent, then any unpaid rent and any sum advanced by the Landlord under the terms of this agreement shall bear interest from the due date or the date of payment by the Landlord, respectively, to the date of payment to the Landlord by the Tenant at the rate of 7.15% per annum.

38. DEFAULT OF LANDLORD. The Landlord shall not be deemed to be in default under this agreement until the Tenant has given the Landlord written notice specifying the nature of the default and until the Landlord fails to cure the default within thirty (30) days after receipt of such notice or within such reasonable time thereafter as may be necessary to cure such default where such default is of such a character as to reasonably require more than thirty (30) days to cure.

39. PERSONAL PROPERTY AT TENANT'S RISK. All personal property including fixtures kept, stored or maintained on the property shall be so kept, stored or maintained at the sole risk of the Tenant.

40. TENANT TO PAY FOR WORK DONE FOR TENANT. The Tenant agrees to promptly pay all sums of money in respect to labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or on behalf of the Tenant in or about the premises. Landlord agrees to finish the premises painted drywall in accordance with the plans of the building for which a building permit has been given.

41. CONSTRUCTION LIENS. The Tenant hereby agrees that the Tenant will not permit or allow any construction, mechanic's or materialman's liens to be placed on the Landlord's interest in the premises during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the Landlord's interest, the Tenant shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that the Tenant may contest any such line, provided the Tenant first posts a surety bond in favor of and insuring the Landlord in an amount sufficient to remove the lien pursuant to the terms of the Nebraska lien law.

42. NO PARTNERSHIP, JOINT VENTURE OR PINCIPAL/AGENT RELATIONSHIP CREATED. Nothing in this agreement shall be interpreted as creating a partnership, joint venture or relationship of principal and agent between the parties.

43. CUMULATIVE RIGHTS. No right or remedy given in this lease to the Tenant or the Landlord is intended to be exclusive of any other right or remedy hereof provided by law. Each right and each remedy shall be cumulative and in addition to every other right or remedy given in this lease or now or hereafter existing at law or in equity or by statute.

44. TERMINATION BY LANDLORD. The Landlord and the Landlord's successor or assigns shall have the right to terminate this lease at the end of any calendar month, if such person has first given to the Tenant or the Tenant's assigns a written notice of termination at least six months prior to the date of termination. The written notice may only be given upon the

Landlord's intention to remodel, remove or demolish the building or upon the sale of the building. Only the purchaser of the building may give this notice in the event of the sale of the building and the notice must be given within thirty (30) days of closing.

45. REASONABLE CONSENT. Whenever the Landlord's or the Tenant's consent shall be required under this lease, such approval or consent shall not be arbitrarily or unreasonably conditioned, delayed, or withheld. The consent of Landlord or of Tenant shall be deemed to have been given, unless within twenty (20) days of the request for such approval or consent, the Landlord or the Tenant, as appropriate, notifies the requesting party that the receiving party is denying such approval or consent. The refusal must state the reasonable ground for the refusal to grant such approval or consent.

46. FURTHER ASSURANCES. In addition to any other information which may reasonably be requested, any party shall without charge, at any time and from time to time hereafter, within ten (10) days after written request from another party for the same, certify by written instrument duly executed and acknowledged to any person, firm or corporation the following information which was specified in such request:

- a. Whether this agreement has been supplemented or amended, and if so, the substance and manner of such supplement or amendment.
- b. Whether this agreement is still valid.
- c. The existence of any default under this agreement.
- d. The existence of any claims or amounts owed to such party by any other party.
- e. The commencement and expiration dates of the term of this agreement.
- f. Any such certificate may be relied on by the party who requested it and by any other person, firm or corporation to whom it may be exhibited or delivered, and the contents of the certificate shall be binding on the party executing it.

47. NOTICE. If any notice is required to be given under this agreement, it may only be given in writing and delivered by mail, personal delivery, facsimile, transmission, or electronic data transmission. Delivery of notice shall be effective as follows:

- a. Delivery by any means other than mail shall be effective upon receipt.
- b. Delivery by mail may be by first class mail, certified mail or registered mail.
- c. Delivery by first class mail is complete upon the third postal business day after mailing.
- d. Delivery by certified mail or registered mail is complete upon delivery; if the certified mail is not delivered as a result of refusal to accept, then upon the date of the refusal to accept; or if there is a failure of delivery as a result of the inability of the post office to deliver after three attempts at delivery (to the last known

address as provide in this agreement) have been made, then upon the date of the last attempt.

- e. Delivery may be made to any agent for service of process.
- f. If the party is a corporation, delivery of notice may be made to any officer. If the party is a partnership, notice may be given to any partner.

48. ADDRESSES. Each party shall supply any address changes to the other party in writing. Any party may change its address by giving notice in writing, stating its new address, to any other party as provide in paragraph 50. the newly designated address shall be that party's address for the purpose of all communications, demands, notices or objections permitted or required to be given or served under this lease.

49. SUCCESSORS AND ASSIGNS. This agreement shall be binding on and shall inure to the benefit of the parties to this agreement and their respective assigns, executors, heirs, personal representatives and successors.

50. SUBORDINATION. The Tenant agrees that at the Landlord's election, this lease shall be subordinate to any land lease, mortgages or trust deeds now on or placed on the property and to any and all advances to be made there under, and to the interest thereon, and to all renewals, replacements and extensions thereof. Tenant shall execute such subordinations as reasonably required by Landlord within ten days of request therefore. In addition, the Tenant hereby appoints the Landlord as its attorney-in-fact to execute such documents as may be required to accomplish such subordination.

51. AMENDMENT. No amendment of this agreement shall be valid unless it is in writing and is signed by the parties or by their duly authorized representatives, and unless it specifies the nature and extent of the amendment.

52. SEVERABLE PROVISIONS. Each provision, section, sentence, clause, phrase, and word of this agreement is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this lease.

53. ENTIRE AGREEMENT. This agreement contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

54. REPRESENTATIONS. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this agreement. Neither party has relied on any verbal representations, agreements, or understandings not expressly set forth in this agreement.

55. DUPLICATE ORIGINALS. This agreement may be executed in several duplicate originals, but all copies shall be only one agreement.

56. CAPTIONS, HEADINGS OR TITLES. All captions, headings, or titles in the paragraphs or sections of this agreement are inserted for convenience of reference only and shall not constitute a part of this agreement as a limitation of the scope of the particular paragraphs or sections to which they apply.

57. WAIVER. Any waiver by any party of a default of any other party of this agreement shall not affect or impair any right arising from any subsequent default. No custom or practice of the parties which varies from the terms of this agreement shall be a waiver of any party's right to demand exact compliance with the terms of this agreement.

58. GRAMMATICAL CHANGES. The use of any particular gender in this agreement shall refer to all genders. The use of the singular of an expression may be read as the plural and the use of the plural may be read as the singular.

59. JOINT AND SEVERABLE LIABILITY. If there is more than one person liable under this agreement, the liability of each shall be joint and several.

60. NEBRASKA LAW. This agreement shall be construed and enforced in accordance with the laws of the state of Nebraska.

61. SOLDIER'S AND SAILOR'S RELIEF ACT. No party is a member of the armed forces of the United States or of any of its allies. Each party states that the Soldiers and Sailors Relief Act does not apply to him, her or it.

62. OPTION TO RENEW. Provided Tenant is not at the time of exercise in default of the lease, Tenant shall have the option to renew this lease for two additional terms of five (5) years each.

EXECUTED this ____ day of _____, 2004.

WALNUT HOUSING, LTD.,

By: _____
Ward F. Hope, Manager
Walnut Redevelopment, LLC,
General Partner, Landlord

STATE OF NEBRASKA)
)SS.
COUNTY OF LANCASTER)

The foregoing Commercial Lease was acknowledged before me on _____, 2004, by Ward F. Hoppe, Manager of Walnut Redevelopment, LLC, for the company as Landlord.

Witness my hand and notarial seal, this ____ day of _____, 2004.

Notary Public

CITY OF GRAND ISLAND, NEBRASKA,
a Municipal Corporation,

RaNae Edwards, City Clerk

Jay Vavricek, Mayor

Jay Vavricek, Mayor

[illegible]

Before me, a notary public qualified in said County personally came Jay Vavricek, Mayor of the City of Grand Island, Nebraska, a municipal corporation, known to me to be such officer and the identical person who signed the foregoing document and acknowledged that the foregoing signature was his voluntary act and deed pursuant to Resolution 2003-_____.

Witness my hand and notarial seal, this _____ day of _____, 2004.

Notary Public

The Commercial Lease is in due form according to law and hereby approved.

By: _____
Dale M. Shotkoski, Assistant City Attorney

Date:_____

RESOLUTION 2004-172

WHEREAS, the City of Grand Island has been involved in the redevelopment of the former Walnut Junior High School building at 504 North Elm Street in Grand Island; and

WHEREAS, Walnut Redevelopment LLC and Walnut Housing Ltd is interested in utilizing space in the building to provide city and other governmental services and providing office space for the Grand Island Multicultural Coalition and other such charitable and human service organizations for the benefit of the neighborhood and the community; and

WHEREAS, a Memorandum of Understanding has been prepared setting out the intent of the City of Grand Island, the Grand Island Multicultural Coalition, the Grand Island Housing Development Corporation, and the Grand Island Public Schools to utilize the building to provide such services; and

WHEREAS, a Commercial Lease Agreement has been prepared setting out the terms and conditions for the City to lease approximately 1,000 square feet of the building at a rate of \$700 per month for five years to provide first time home buyer training and first time home buyer opportunity programs, rental housing inspection and tenant's rights assistance, community health and dental intake, or other programs as appropriate; and

WHEREAS, the City Attorney has reviewed and approved the Memorandum of Understanding and the Commercial Lease Agreement for this project.

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

1. The Memorandum of Understanding by and between Walnut Redevelopment, LLC / Walnut Housing Ltd., the City of Grand Island, Nebraska, the Grand Island Multicultural Coalition, the Grand Island Housing Development Corporation, and the Grand Island Public Schools regarding the redevelopment of the former Walnut Junior High School building into low income housing, office space for various governmental, charitable and human service organizations to provide referral or direct services to the community and for an auditorium to house a theatre for Hispanic and a variety of other cultural events is hereby approved.
2. The Commercial Lease Agreement by and between Walnut Housing, Ltd. and Walnut Redevelopment LLC, as landlords and the City of Grand Island, as tenant to lease approximately 1,000 square feet of space in the former Walnut Junior High School building at 504 North Elm Street in Grand Island at a cost of \$700 per month for five years is hereby approved.

3. That the Mayor is hereby authorized and directed to execute the above-identified documents on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2004.

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item I4

**#2004-173 - Approving Call Redemption for General Obligation
Various Purpose Bonds, Series 1999**

This item relates to Ordinance #8923 Item F-6.

Staff Contact: David Springer

RESOLUTION 2004-173

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

1. The following bonds of the City of Grand Island, Nebraska, in accordance with their option provisions are hereby called for payment on December 15, 2004, after which date interest on the bonds will cease:

General Obligation Various Purpose Bonds, Series 1999, date of original issue – December 15, 1999, in the principal amount of Two Million Sixty-five Thousand Dollars (\$2,065,000), bonds maturing December 15, 2006 through December 15, 2014, inclusive, numbered as shown on the books of the Paying Agent and Registrar becoming due and bearing interest as follows:

<u>Principal Amount</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
\$185,000	December 15, 2006	4.85%	385622 LL 7
195,000	December 15, 2007	4.95	385622 LM 5
205,000	December 15, 2008	5.05	385622 LN 3
215,000	December 15, 2009	5.15	385622 LP 8
225,000	December 15, 2010	5.20	385622 LQ 6
240,000	December 15, 2011	5.30	385622 LR 4
255,000	December 15, 2012	5.40	385622 LS 2
265,000	December 15, 2013	5.50	385622 LT 0
280,000	December 15, 2014	5.60	385622 LU 7

Said bonds are hereinafter referred to as the "Refunded Bonds."

Said bonds are subject to redemption at any time on or after December 15, 2004, at par and accrued interest, and said interest is payable semiannually.

Said Refunded Bonds were issued for the purpose of paying the costs of improving streets and alleys, intersections and areas formed by the crossing of streets, avenues or alleys and streets adjacent to real estate owned by the City in Street Improvement District No. 1222, and paying the costs of flood control improvements in the Wood River Flood Control Project.

2. The Refunded Bonds are to be paid off at the principal corporate trust office of Cornerstone Bank, National Association, in York, Nebraska (the "Paying Agent"), as paying agent and registrar.

3. A true copy of this resolution shall be filed immediately with the Paying Agent and said Paying Agent is hereby irrevocably instructed to mail notice to each registered owner of said bonds not less than thirty days prior to the date fixed for redemption, all in accordance with the ordinance authorizing said called bonds.

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Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2004.

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 13, 2004

Council Session

Item J1

Payment of Claims for the Period of June 23, 2004 through July 13, 2004

The Claims for the period of June 23, 2004 through July 13, 2004 for a total of \$3,070,939.83. A MOTION is in order.

Staff Contact: RaNae Edwards