
City of Grand Island



Tuesday, December 21, 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 Nancy Lambert, Trinity United Methodist Church, 511 North Elm Street

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, December 21, 2004

Council Session

Item C1

Musical Presentation by Interfaith Inspirations

The Interfaith Inspirations group under the direction of Wendy McCarty will present three Gospel selections for the enjoyment of those attending and viewing the City Council meeting of December 21, 2004. This group of 18-20 people from different faith denominations have been together for approximately 10 years performing from January to Easter of each year. This dynamic non-profit group includes ex-music teachers and educators averaging in age of 70 years. We welcome this group to our meeting to help celebrate the holiday season.

Staff Contact: RaNae Edwards



City of Grand Island

Tuesday, December 21, 2004

Council Session

Item E1

**Public Hearing on Acquisition of Property Located at 1613 West
Division Street (Old Wasmer School Property)**

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

Council Agenda Memo

From: Steven P. Riehle, P.E., Director of Public Works
Doug Walker, City Attorney

Meeting: December 21, 2004

Subject: Public Hearing on the Purchase of the Old Wasmer School Property; Located at 1613 W Division Street

Item #'s: E-1 & G-14

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

Background

A public hearing must be held and Council action must be taken by resolution for the City of Grand Island to acquire property. Grand Island Public Schools own the property at 1613 W Division Street and have agreed to sell this property.

Discussion

The city has been working with the Nebraska Department of Roads on a project to widen Second Street (US highway 30) between Grant Street and Greenwich Street. The area experiences significant ponding of storm water runoff. The City of Grand Island is interested in the old Wasmer Elementary School Site for use as a detention cell. The Grand Island Public Schools advertised for bids on November 12, 2004. The City of Grand Island submitted a bid for \$180,100.00 on December 1, 2004. At the December 9, 2004 school board meeting, the school board members voted to accept the City of Grand Island's bid to purchase the property. The bid must be approved by the Mayor and the City Council.

Alternatives

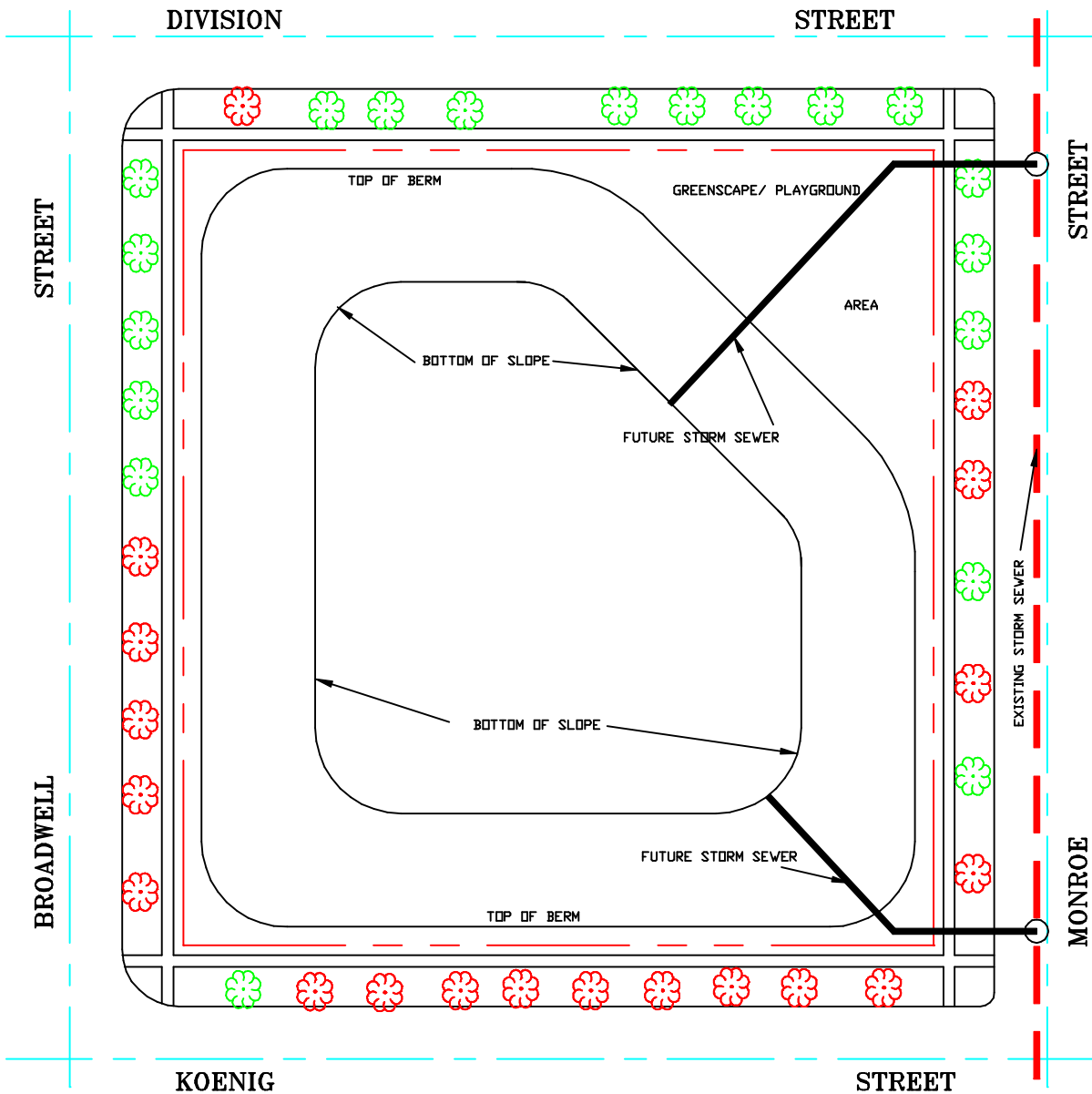
1. Move to approve the purchase of the property.
2. Refer the issue to a Committee.
3. Postpone the issue to future date.
4. Take no action on the issue.

Recommendation



City Administration recommends that the Council approve the purchase of the Old Wasmer School Property for \$180,100.00 and pass a resolution authorizing the Mayor to sign an agreement with the Grand Island Public Schools for the purchase.

Sample Motion

Move to approve the acquisition of the Old Wasmer School Property.



LEGEND

-  EXISTING TREES
-  PROPOSED TREES





City of Grand Island

Tuesday, December 21, 2004

Council Session

Item E2

**Public Hearing Concerning Changes to Chapter 36 of the Grand
Island City Code**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: December 21, 2004
Subject: Amendments to Chapter 36 Zoning Regulations
Item #'s: E-2 & F-3
Presenter(s): Chad Nabity AICP, Regional Planning Director

Background

The City of Grand Island adopted new zoning regulations in July 2004. The changes proposed here are intended to correct omissions and typographical errors in those regulations. Several sections that pertain to building permits and occupancy certificates are also being removed as these issues are covered in other more pertinent sections of the City Code.

Discussion

City administration and staff will continue to find changes that need to be made within the regulations. These will likely come forward every 6 months or so as we collect enough changes to make it worth while to bring forward. If a glaring omission is found or a change needs to be made immediately we would forward that to the Planning Commission and council as soon as possible.

Alternatives

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

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

Recommendation

A motion was made by Eriksen and seconded by Haskins to **approve** and recommend that the Grand Island City Council **approve** the changes to Chapter 36 of the Grand Island City Code as Submitted.

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

Sample Motion

Approve the changes to Chapter 36 of the Grand Island City Code as Submitted.



City of Grand Island

Tuesday, December 21, 2004

Council Session

Item E3

**Public Hearing on Request of Ruff's Bar, Inc. dba Ed & Nets, 311
North Walnut Street for a Class "C" Liquor License**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: December 21, 2004

Subject: Public Hearing on Request of Ruff's Bar, Inc. dba Ed & Nets, 311 North Walnut Street for a Class "C" Liquor License

Item #'s: E-3, G-7 & G-8

Presenter(s): RaNae Edwards, City Clerk

Background

Ruff's Bar, Inc. dba Ed & Nets, 311 North Walnut Street has submitted an application for a Class "C" Liquor License. A Class "C" Liquor License allows for the sale of alcoholic beverages on and off sale within the corporate limits of the City of Grand Island.

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. Approval is recommended contingent upon final inspections.

Alternatives

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

1. Approve the request for Ruff's Bar, Inc. dba Ed & Nets, 311 North Walnut Street for a Class "C" Liquor License.
2. Forward to the Nebraska Liquor Control Commission with no recommendation.
3. Take no action on the issue.

Recommendation

City Administration recommends that the Council approve this request.

Sample Motion

Approve the request of Ruff's Bar, Inc. dba Ed & Nets, 311 North Walnut Street for a Class "C" Liquor License contingent upon final inspections.



City of Grand Island

Tuesday, December 21, 2004

Council Session

Item E4

**Public Hearing on Acquisition of Utility Easement - Northeast
Corner of Gregory Avenue and Shady Bend Road - Widdifield**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director
Meeting: December 21, 2004
Subject: Acquisition of Utility Easement – Northeast Corner of Gregory Avenue and Shady Bend Road
Item #'s: E-4 & G-13
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 Robert and Lynn E. Flint Widdifield, located at the northeast corner of Gregory Avenue and Shady Bend Road 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 a single phase pad-mounted transformer and primary cable to serve electricity to a new home.

Alternatives

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

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

Recommendation

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

Sample Motion

Motion to approve acquisition of the Utility Easement.



City of Grand Island

Tuesday, December 21, 2004

Council Session

Item F1

#8945 - Consideration of Conveyance of Portion of Vacated 16th Street

Staff Contact: Doug Walker

Council Agenda Memo

From: Douglas R. Walker, City Attorney

Meeting: December 21, 2004

Subject: Conveyance of a Portion of Vacated 16th Street

Item #'s: F-1

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

Background

The Grand Island City Council passed Ordinance No. 4876 on October 5, 1970, which vacated a portion of 16th Street, between Block 80 and Block 93 in Wheeler and Bennett's Fourth Addition to the City of Grand Island. The title to the vacated portion of 16th Street remained in the City of Grand Island. Ordinance No. 4977 was passed by the Grand Island City Council on February 8, 1971. This ordinance authorized the conveyance of the vacated portion of 16th Street to Robert R. Rector, Harold F. Hoppe, and W.F. Hoppe, Jr. for the amount of \$25.00. Said Ordinance No. 4977 also authorized the City Clerk to have a deed prepared for execution by the Mayor and for recording with the Hall County Register of Deeds Office to complete the transfer of the property. This deed was not prepared by the City Clerk and it was discovered in a recent title search for the new owners of the property on either side of the vacated portion of 16th Street that the deed had not been recorded.

Discussion

The City of Grand Island was recently contacted by Seldin Company, which is acting as agent for GI Venture, L.P., which is the new owner of lots 1 through 10, Block 80 and Lots 1 through 10, Block 93 in Wheeler and Bennett's Fourth Addition to the City of Grand Island. These lots in each of these blocks lie on either side of the vacated portion of 16th Street and it was intended that the vacated portion of 16th Street be conveyed to the current owners' predecessors in title. Apparently there was an inadvertent error on the part of the city in not completing the preparation of the deed so that it could be filed to complete the conveyance that was previously authorized by the City Council. Two of the three individuals who were to receive the conveyance in 1971 are now deceased. To correct the title to reflect that the vacated portion of 16th Street between Blocks 80 and 93 in Wheeler and Bennett's Fourth Addition to the City of Grand Island belongs to the

current owners, GI Venture, L.P. an ordinance is necessary approving the conveyance of this property to GI Venture, L.P.

Alternatives

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

1. Approve the ordinance authorizing the conveyance of the vacated portion of 16th Street to GI Venture, L.P.
2. Not approve the ordinance.
3. Not take any action on the ordinance.
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the ordinance conveying the vacated portion of 16th Street to GI Venture, L.P.

Sample Motion

Motion to suspend the requirement for three separate readings and a motion to approve the ordinance conveying the property to GI Venture, L.P.

ORDINANCE NO. 8945

An ordinance directing and authorizing the conveyance of property to GI Venture, L.P., a limited partnership; providing for the giving of notice of such conveyance and the terms thereof; providing for the right to file a remonstrance against such conveyance; providing for publication and the effective date of this ordinance.

WHEREAS, on October 5, 1970, by Ordinance No. 4876, the City of Grand Island approved the vacation of a portion of 16th Street, from Vine Street to the Burlington Northern Railroad right-of-way; and

WHEREAS, on February 8, 1971, by Ordinance No. 4977, the City of Grand Island approved the conveyance of such vacated property to Robert R. Rector, Harold F. Hoppe, and W.F. Hoppe, Jr.; and

WHEREAS, due to an apparent oversight, the deed conveying such property was never executed or recorded with the Hall County Register of Deeds; and

WHEREAS, such property has changed ownership since the conveyance was originally authorized and approved in 1971; and

WHEREAS, the current owners of the property are interested in obtaining this property, and it is proper to convey the property to the current property owners under the same terms and conditions.

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

SECTION 1. Approval is hereby granted for the conveyance to GI VENTURE, L.P., a limited partnership, of a part of Sixteenth Street vacated by Ordinance No. 4876. Such vacated street being eighty (80) feet in width, lying between Block 80 and Block 93 in Wheeler

ORDINANCE NO. 8945 (Cont.)

and Bennett's Fourth Addition to the City of Grand Island, Nebraska, from the easterly line of Vine Street in said City to a line joining the northeasterly corner of said Block 80 and the southeasterly corner of said Block 93, all being in the City of Grand Island, Hall County, Nebraska, containing 0.485 acres, more or less, as shown on the attached plat marked Exhibit "A" attached hereto and incorporated herein by reference.

SECTION 2. The consideration for such conveyance shall be Twenty Five Dollars (\$25.00). Conveyance of the real estate above described shall be by quitclaim deed, subject to the restriction that no building shall be permitted on the premises but that the premises will be set aside as open space. The City of Grand Island shall not be required to furnish an abstract of title.

SECTION 3. As provided by law, notice of such conveyance and the terms thereof shall be published for three consecutive weeks in the *Grand Island Independent*, a newspaper published for general circulation in the City of Grand Island. Immediately after the passage and publication of this ordinance, the City Clerk is hereby directed and instructed to prepare and publish said notice.

SECTION 4. Authority is hereby granted to the electors of the City of Grand Island to file a remonstrance against the conveyance of such within described real estate; and if a remonstrance against such conveyance signed by registered voters of the City of Grand Island equal in number to thirty percent of the registered voters of the City of Grand Island voting at the last regular municipal election held in such City be filed with the City Council within thirty days of passage and publication of such ordinance, said property shall not then, nor within one year thereafter, be conveyed.

ORDINANCE NO. 8945 (Cont.)

SECTION 5. The conveyance of said real estate is hereby authorized, directed and confirmed; and if no remonstrance be filed against such conveyance, the Mayor shall make, execute and deliver to GI VENTURE, L.P., a limited partnership, a quitclaim deed for said real estate, and the execution of such deed is hereby authorized without further action on behalf of the City Council.

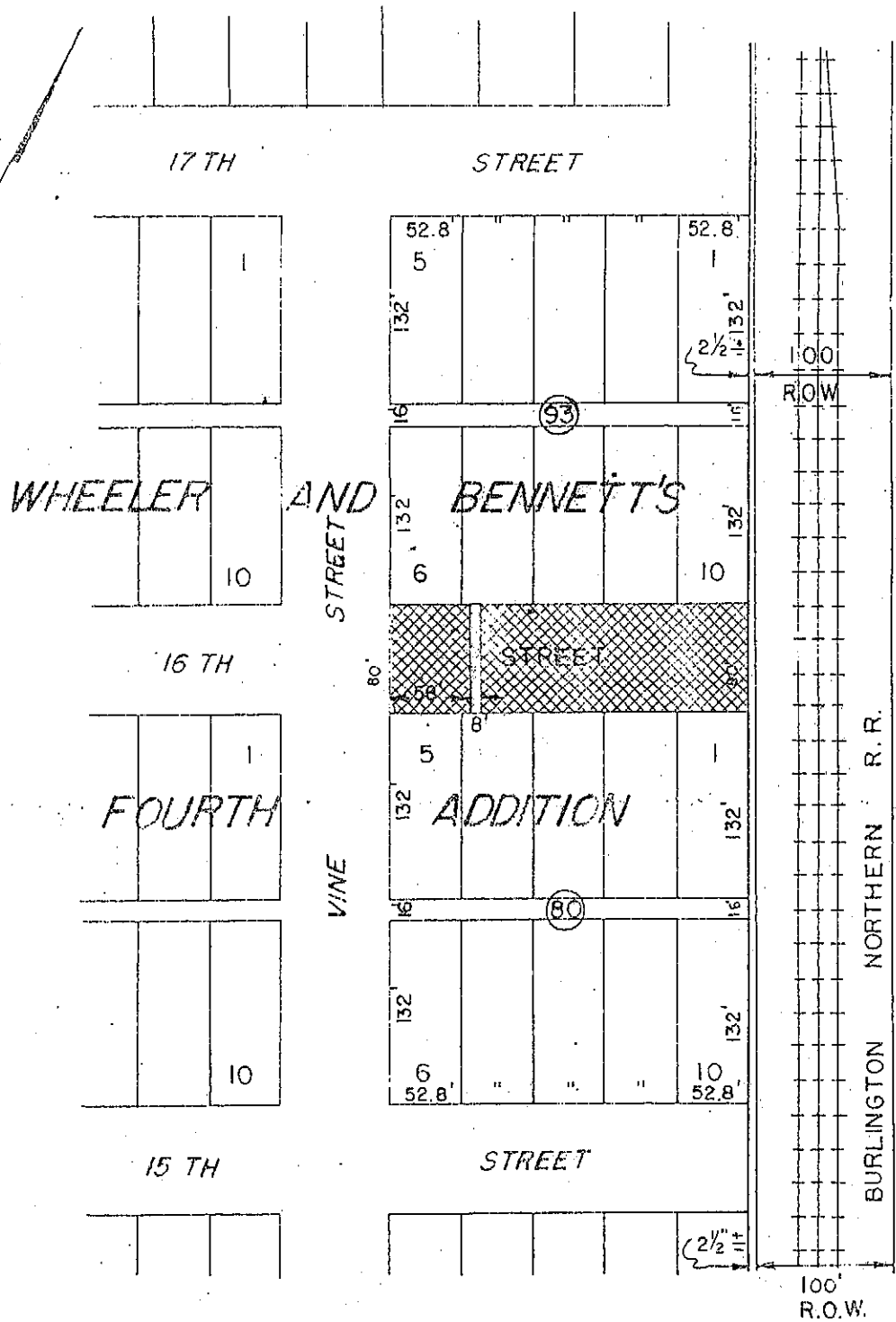
SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication, without the plat, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: December 21, 2004.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk





-  Vacated Street
-  PRIVATE LICENSE AGREEMENT

Exhibit A

CITY OF GRAND ISLAND, NEBRASKA ENGINEERING DEPARTMENT
PLAT TO ACCOMPANY ORDINANCE NO. 6698



City of Grand Island

Tuesday, December 21, 2004

Council Session

Item F2

**#8946 - Consideration of Corrections and Updates to City Code,
Chapter 15, Electricity**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Gary R. Mader, Utilities Director

Meeting: December 21, 2004

Subject: Corrections and Updates to City Code, Chapter 15,
Electricity

Item #'s: F-2

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

Background

Since the revised Electric Rate Structure was approved at the November 9, 2004 Council Meeting, the Finance, Data Processing, and Electric Departments have been working to implement the revisions and develop the computer programs required for billings. During this detailed review of the ordinance, a number of errors have been discovered.

Discussion

The errors consist of a misplaced decimal point, transposed wording and lack of capitalization in some cases. A corrected ordinance has been prepared. The corrections do not change the rate revisions as have been previously presented.

Alternatives

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

1. Move to approve Ordinance #8946
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve Ordinance #8946.

Sample Motion

Move to approve Ordinance #8946.

ORDINANCE NO. 8946

An ordinance to amend Chapter 15 of the Grand Island City Code; to amend Section 15-55, 15-57, 15-60, 15-63, 15-68, 15-70, 15-71, and 15-74 to clarify and/or make general corrections to various code sections; to repeal Section 15-55, 15-57, 15-60, 15-63, 15-68, 15-70, 15-71, and 15-74 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 15-55 of the Grand Island City Code is hereby amended to read as follows:

§15-55. 010 Residential Service

Applicable in urban and rural distribution areas. Available at single phase, through a single meter, to residential consumers for domestic use in a single-family dwelling unit; but is not available for commercial or non-domestic use.

Individual single-phase motors, not to exceed 10 HP each, may be connected; however, the City Utilities Department must be notified in writing, if a motor over 5 HP is installed.

This schedule has two sets of rates: one for the summer period of five months, beginning with the June billing; and the second for the winter season of seven months, beginning with the November billing.

Summer Rate for Calendar Year 2005

Kilowatt-Hours Used Per Month	(June - October)
First 300 KWH.....	\$0.074 per KWH
Next 700 KWH.....	\$0.049 per KWH
All additional KWH.....	\$0.055 per KWH

Plus a customer charge of \$5.00 per month, in addition to that charged for the electrical energy used, plus the applicable Power Cost Adjustment charge. The minimum monthly bill shall be \$5.00 prior to the Power Cost Adjustment.

Summer Rate Beginning Calendar Year 2006

Kilowatt-Hours Used Per Month	(June - October)
First 300 KWH.....	\$0.077 per KWH
Next 700 KWH.....	\$0.052 per KWH
All additional KWH.....	\$0.059 per KWH

Plus a customer charge of \$5.00 per month, in addition to that charged for the electrical energy used, plus the applicable Power Cost Adjustment charge. The minimum monthly bill shall be \$5.00 prior to the Power Cost Adjustment.

Winter Rate for Calendar Year 2005

Kilowatt-Hours Used Per Month	(November - May)
First 300 KWH.....	\$0.074 per KWH
Next 700 KWH.....	\$0.049 per KWH
Additional KWH.....	\$0.029 per KWH

Approved as to Form <input type="checkbox"/> _____ December 15, 2004 <input type="checkbox"/> City Attorney
--

ORDINANCE NO. 8946 (Cont.)

Plus a customer charge of \$5.00 per month, in addition to that charged for the electrical energy used, plus the applicable Power Cost Adjustment charge. The minimum monthly bill shall be \$5.00 prior to the Power Cost Adjustment.

Winter Rate Beginning Calendar Year 2006

Kilowatt-Hours Used Per Month	(November - May)
First 300 KWH.....	\$0.077 per KWH
Next 700 KWH.....	\$0.052 per KWH
Additional KWH.....	\$0.031 per KWH

Plus a customer charge of \$5.00 per month, in addition to that charged for the electrical energy used, plus the applicable Power Cost Adjustment charge. The minimum monthly bill shall be \$5.00 prior to the Power Cost Adjustment.

SECTION 2. Section 15-57 of the Grand Island City Code is hereby amended to

read as follows:

§15-57. 030 Single-Phase Commercial Service

Applicable in urban and rural distribution areas. Available for commercial customers, for lighting and small appliances. Available for single meter multi-family dwelling apartment units, and combined residential-commercial use, where the Residential Rate is not applicable. Service shall be through a single meter.

Individual single-phase motors, not to exceed 10 HP each, may be connected; however, the City Utilities Department must be notified in writing, if a motor over 5 HP is installed.

Kilowatt-Hours Used Per Month	Rates – 2005 Calendar Year	Rates Beginning 2006 Calendar Year
First 350 KWH.....	\$0.080 per KWH	\$0.082 per KWH
Next 650 KWH.....	\$0.070 per KWH	\$0.072 per KWH
Next 1,500 KWH.....	\$0.064 per KWH	\$0.066 per KWH
Next 2,500 KWH.....	\$0.060 per KWH	\$0.062 per KWH
Next 5,000 KWH.....	\$0.053 per KWH	\$0.056 per KWH
Over 10,000 KWH.....	\$0.050 per KWH	\$0.053 per KWH

Plus a customer charge of \$7.00 per month, in addition to that charged for the electrical energy used, plus the applicable Power Cost Adjustment charge. The minimum monthly bill shall be \$7.00 prior to the Power Cost Adjustment.

SECTION 3. Section 15-60 of the Grand Island City Code is hereby amended to

read as follows:

§15-60. 050 Three-Phase Commercial Service

Applicable in the territory served by the City of Grand Island; and is available through a single meter at three phase, for any electric service uses where three-phase service is available.

This schedule has two sets of rates: one for the summer period of five months, beginning with the June billing; and the second for the winter season of seven months, beginning with the November billing.

ORDINANCE NO. 8946 (Cont.)

Summer Rate for Calendar Year 2005

Kilowatt-Hours Used Per Month	(June - October)
First 1,000 KWH.....	\$0.075 per KWH
Next 1,500 KWH.....	\$0.068 per KWH
Next 2,500 KWH.....	\$0.064 per KWH
Next 15,000 KWH.....	\$0.058 per KWH
Over 20,000 KWH.....	\$0.055 per KWH

Plus a customer charge of \$10.00 per month, in addition to that charged for the electrical energy used, plus the applicable Power Cost Adjustment charge.

Summer Rate Beginning 2006 Calendar Year

Kilowatt-Hours Used Per Month	(June - October)
First 1,000 KWH.....	\$0.079 per KWH
Next 1,500 KWH.....	\$0.071 per KWH
Next 2,500 KWH.....	\$0.067 per KWH
Next 15,000 KWH.....	\$0.061 per KWH
Over 20,000 KWH.....	\$0.058 per KWH

Plus a customer charge of \$10.00 per month, in addition to that charged for the electrical energy used, plus the applicable Power Cost Adjustment charge.

Winter Rate for Calendar Year 2005

Kilowatt-Hours Used Per Month	(November - May)
First 500 KWH.....	\$0.075 per KWH
Next 1,000 KWH.....	\$0.068 per KWH
Next 2,500 KWH.....	\$0.055 per KWH
Over 4,000 KWH.....	\$0.052 per KWH

Plus a customer charge of \$10.00 per month, in addition to that charged for the electrical energy used, plus the applicable Power Cost Adjustment charge.

Winter Rate Beginning 2006 Calendar Year

Kilowatt-Hours Used Per Month	(November - May)
First 500 KWH.....	\$0.079 per KWH
Next 1,000 KWH.....	\$0.071 per KWH
Next 2,500 KWH.....	\$0.058 per KWH
Over 4,000 KWH.....	\$0.055 per KWH

Plus a customer charge of \$10.00 per month, in addition to that charged for the electrical energy used, plus the applicable Power Cost Adjustment charge.

Minimum

The minimum monthly charge shall be no less than \$10.00. The minimum shall in no event be less than \$0.70 per month per connected horsepower.

The billing horsepower shall be determined as follows:

1. Total connected horsepower, if total connected horsepower is less than 20 HP.
2. If total connected horsepower exceeds 20 HP, then the billing horsepower shall be the larger of 20 HP, or the largest single connected motor.
3. If questions arise as to the actual billing horsepower, the City Utilities Department may, at its option, install demand meters. The Kilowatt reading shall determine the billing horsepower on the basis of 0.75 Kilowatt = 1.0 HP.

It is the responsibility of the customer, to inform the City Utilities Department of changes that may effect minimum billings.

ORDINANCE NO. 8946 (Cont.)

SECTION 4. Section 15-63 of the Grand Island City Code is hereby amended to

read as follows:

§15-63. 100 Three-Phase Power Service

Applicable in the territory served by the City of Grand Island, available through a single meter at three phase. Available for any commercial or industrial use of energy.

<u>Calendar Year 2005</u>	<u>Beginning 2006 Calendar Year</u>	
\$8.00	\$8.50	Demand Charge per KW of billing demand
\$0.0265	\$0.0275	Energy Charge per KWH for the first 450 hours of monthly demand
\$0.0200	\$0.0210	per KWH for all additional usage; plus applicable Power <u>Cost Adjustment</u> charge.
\$300.00	\$300.00	Customer Charge per month.

The minimum monthly bill shall be no less than \$700. The Power Cost Adjustment charge is applied to energy consumption only ~~and does not reduce the minimum billing.~~

SECTION 5. Section 15-68 of the Grand Island City Code is hereby amended to

read as follows:

§15-68. 114 Area Floodlighting

Applicable in the territory served by the City of Grand Island; and is available for any outdoor area floodlighting of consumer's property from dusk to dawn, where such service can be rendered directly from existing secondary distribution lines of the City.

Luminare will be selected by Electric Department and provided from Electric Department stock. For installation on an existing wood pole, and connected to existing overhead secondary conductors on such pole, the ~~monthly~~ rate is ~~\$0.70~~ ~~\$0.070~~ per watt per year, billed on a monthly basis for calendar year 2005; and \$0.72 per watt per year billed on a monthly basis beginning calendar year 2006.

Power Cost Adjustment is not applicable to the Area Floodlighting Rate.

SECTION 6. Section 15-70 of the Grand Island City Code is hereby amended to

read as follows:

§15-70. Power Cost Adjustment

The rates set out in this chapter are predicated upon a base power cost of 15.00 mills per kilowatt-hour. When the City's cost of energy per kilowatt-hour shall temporarily be greater than 15.00 mills per kilowatt-hour, there shall be added to the consumer's monthly charge for electricity used; an amount equal to the number of kilowatt-hours used during the month to which the consumer's charge applies, multiplied by the amount by which the cost of energy for kilowatt-hour shall be greater than 15.00 mills per kilowatt-hour.

ORDINANCE NO. 8946 (Cont.)

Cost of energy per kilowatt-hour as determined for any month shall be applicable to all charges rendered to consumers after the last day of the following month, without any City Council action.

The cost of energy per kilowatt-hour applied to the consumer's monthly charge shall be an average of the previous six-months cost of energy per kilowatt-hour.

If a permanent increase in the contract cost of energy to the City occurs, beginning with the month that the cost increase becomes effective, the six-month average of the cost of energy per kilowatt-hour may be recalculated; using the new increased cost of energy, to compute the affected components of the cost of energy for the previous six months. This revised six-month average of the cost of energy per kilowatt hour shall then be applied to the consumer's monthly charge for electricity used without any City Council action.

For purposes of this section, the following words shall have the following meanings:

Cost of Energy shall mean the power cost for the generating plants owned by the City, consisting of the monthly natural gas cost and the cost of any fuel oil consumed; the cost of coal consumed, including freight and handling charges; plus costs of payments by the City for power and energy purchased from other power suppliers, less ~~receipts from power costs charged for~~ energy sold to other electric utilities.

Cost of Energy per Kilowatt-Hour shall mean "Cost of Energy" as above defined, divided by 95 percent of the total kilowatt hours; consisting of the kilowatt hour output of the City's electric generating plants, plus the kilowatt hours purchased from other power suppliers, less the kilowatt hours of energy sold to other electric utilities.

SECTION 7. Section 15-71 of the Grand Island City Code is hereby amended to

read as follows:

§15-71. Interdepartmental Rates

Municipal, ~~non-enterprise~~ accounts shall be assigned to standard retail Rate 30 or Rate 50 as appropriate. An Interdepartmental discount shall be assigned to non-enterprise ~~those~~ accounts. The discount for calendar year 2005 is \$0.01 per kWh for Rate 50 Interdepartmental accounts and \$0.03 per kWh for Rate 30 Interdepartmental accounts. The discount beginning for the calendar year ~~beginning~~ 2006 is \$0.003 per kWh for both Rate 50 and Rate 30 Interdepartmental accounts.

SECTION 8. Section 15-74 of the Grand Island City Code is hereby amended to

read as follows:

§15-74. Rate 116; Interdepartmental; Streetlights

The monthly charge for various size lights used for public street lighting and public parks lighting, whether City or privately-owned, shall be \$0.35 per watt per year billed on a monthly basis for calendar year 2005, and shall be \$0.36 per watt per year billed on a monthly basis beginning calendar year 2006. Power Cost Adjustment is not applicable to the Interdepartmental Streetlights Rate.

SECTION 9. Section 15-55, 15-57, 15-60, 15-63, 15-68, 15-70, 15-71, and 15-74

as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

ORDINANCE NO. 8946 (Cont.)

SECTION 10. That this ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: December 21, 2004.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 21, 2004

Council Session

Item F3

#8947 - Consideration of Amendments to Chapter 36 of the Grand Island City Code

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

Staff Contact: Chad Nabity

ORDINANCE NO. 8947

An ordinance to amend Chapter 36 of the Grand Island City Code; to amend Section 36-22 pertaining to side yard requirements; to amend Section 36-23 to correct a referenced city code section number; to amend Section 36-25 to allow window wells as a permitted obstruction; to amend Section 36-60 pertaining to the Transitional Agriculture Zone; to amend Section 36-61 pertaining to the Large Lot Residential Zone; to amend Section 36-68 pertaining to the General Business Zone; to amend Section 36-69 pertaining to Arterial Commercial Overlay Zone; to amend Section 36-70 pertaining to Heavy Business Zone; to amend Section 36-72 pertaining to Light Manufacturing Zone; to amend Section 36-73 pertaining to Heavy Manufacturing Zone; to amend Section 36-74 pertaining to Mixed Use Manufacturing Zone; to amend Section 36-97 pertaining to the Schedule of Minimum Off-Street Parking and Loading Requirements; to amend Section 36-99 pertaining to home occupations; to amend Section 36-100 pertaining to fences; to delete Section 36-154 pertaining to building permits; to amend Section 36-155 pertaining to occupancy certificates; to delete Section 36-156 pertaining to Certificates of Occupancy; to amend Section 36-157 pertaining to certificates of occupancy for land; to delete Section 36-158 pertaining to nonconforming use certificates of occupancy; to delete Section 36-160 pertaining to occupancy certificate fees; to repeal Sections 36-22, 36-23, 36-25, 36-60, 36-61, 36-68, 36-69, 36-70, 36-72, 36-73, 36-74, 36-97, 36-99, 36-100, 36-154, 36-155, 36-156, 36-157, 36-158, and 36-160 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:

Approved as to Form	☐ _____
December 15, 2004	☐ City Attorney

ORDINANCE NO. 8947 (Cont.)

SECTION 1. Section 36-22 of the Grand Island City Code is hereby amended to

read as follows:

§36-22. Yard Requirements

(A) Yard requirements shall be set forth under the Schedule of Lot, Yard, and Bulk Requirements for each zoning district. Front, side and rear yards shall be provided in accordance with the regulations hereinafter indicated and shall be unobstructed from the ground level to the sky, except as herein permitted.

(B) All accessory buildings that are attached to principal buildings (e.g., attached garages) shall comply with the yard requirements of the principal building, unless otherwise specified.

(C) Front Yard: There shall be a front yard setback as required herein, provided, that where fifty percent or more of the frontage on one street in any block is built up with buildings, no new building setback shall be less than either the required setback or the setback of any existing building which next exceeds the required setback, whichever is greater. This regulation shall not require a setback of more than 50 feet.

(D) Side Yard: Any interior side yard may be reduced to zero; provided, that the opposite side yard meets the required interior side yard setback. Where the zero side yard setback is used, the abutting property must be held under the same ownership at the time of initial construction or the owners of the abutting property must be agreeable to the zero setback. A separation of not less than ten (10) feet shall be provided between adjacent structures on abutting sites where the zero side yard setback is utilized. This requirement shall not apply in an RD Zone or where the same interior property line is utilized for zero side yard construction on both properties.

For the purpose of upkeep and repair of structures located on an interior property line, a four (4) foot maintenance easement shall be recorded between the owner of the property containing said structure and the owner of the property upon which entry must take place in order to perform maintenance activities. Such easement shall be an irrevocable covenant and shall run with the land. Proof of said recorded easement shall be submitted to the Building Department prior to issuance of a building permit.

SECTION 2. Section 36-23 of the Grand Island City Code is hereby amended to

read as follows:

§36-23. Through Lots

Through Lots shall follow the following criteria:

(A) Where a through lot abuts a major thoroughfare and access is made from the other frontage street and access along said thoroughfare is restricted, the rear yard setback for fences and screening devices shall be zero feet. The rear yard setback for accessory buildings shall follow the prescribed setback within the zoning district.

(B) Where a through lot is part of a triple frontage lot and abuts a major thoroughfare, the rear yard shall meet the standards of §36-23(A), 4.10.01 (1), while the other two frontages shall be treated as a corner lot with a front yard setback and a street side yard setback.

(C) Where a through lot occurs, other than along a major thoroughfare, the following shall apply:

(1) Where all principal structures in the development face the same frontage, then the rear yard setback for fences and screening shall be zero feet and all accessory buildings shall meet the prescribed setback within the zoning district. This shall apply similarly at triple frontage lots, provided the remaining two frontages are treated like a typical corner lot.

(2) Where principal structures face different directions along both frontages, the rear yard setback for fences and screening shall be the same as any prescribed rear yard setback within the zoning district. This shall apply similarly at triple frontage lots, provided the remaining two frontages are treated like a typical corner lot. All accessory buildings in this condition, shall comply with the minimum rear yard setbacks rather than the reduced setback allowed for accessory buildings.

ORDINANCE NO. 8947 (Cont.)

SECTION 3. Section 36-25 of the Grand Island City Code is hereby amended to read as follows:

§36-25. Permitted Obstructions in Required Yards

The following shall not be considered to be obstructions when located in the required yards:

(A) All Yards: Steps and accessibility ramps used for wheelchair and other assisting devices which are four (4) feet or less above grade which are necessary for access to a permitted building or for access to a lot from a street or alley; chimneys and window wells projecting twenty-four (24) inches or less into the yard; approved freestanding signs; arbors and trellises; flag poles; window unit air conditioners projecting not more than eighteen (18) inches into the required yard; and fences or walls subject to applicable height restrictions are permitted in all yards.

(B) Front Yards: Bay windows projecting three (3) feet or less into the yard are permitted.
Rear and Side Yards: Open off-street parking spaces or outside elements of central air conditioning systems.

(C) Building Groupings: For the purpose of the side yard regulation a group of business or industrial buildings separated by a common party wall shall be considered as one (1) building occupying one (1) lot.

SECTION 4. Section 36-60 of the Grand Island City Code is hereby amended to read as follows:

§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 livestock up to 300 animals as defined in ~~§Section~~ 5-18 of the city 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.
- (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

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- (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~~
- ~~(1) (2) Guest building~~
- ~~(2) (3) Customary home occupations~~
- ~~(3) (4) Buildings, corrals, stables or pens in conjunction with the permitted uses~~
- ~~(4) (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~~
- ~~(5) (6) Offices incidental to and necessary for a permitted use~~
- ~~(6) (7) Other buildings and uses accessory to the permitted principal uses~~

(D) Space Limitations:

Uses	Minimum Setbacks					Maximum Ground Coverage	Maximum Building Height (feet)
	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)	
Permitted Uses	20	100	30	25	15	20	20% ¹
Conditional Uses	20	100	30	25	15	20	20% ¹

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

(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:

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

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

SECTION 5. Section 36-61 of the Grand Island City Code is hereby amended to

read as follows:

§36-61. (LLR) Large Lot Residential 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 residential dwellings at a maximum density of two dwelling units per acre, as well as other open space and recreational activities.

(A) Permitted Principal Uses: The following principal uses are permitted in the (LLR) Large Lot Residential Zoning District.

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- (1) Dwelling units
- (2) Raising of field crops and horticulture
- (3) Country clubs as defined herein
- (4) Public parks
- (5) 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.
- (6) Railway right-of-way, but not including railway yards or facilities
- (7) Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature
- (8) 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 (LLR) Large Lot Residential Zoning District.

- (1) Greenhouses and the raising of trees and nursery stock
- (2) Cemeteries, memorial parks, crematories, mausoleums, and columbariums
- (3) Commercial mines, quarries, sand and gravel pits and accessory uses
- (4) Riding academies
- (5) Preschools, nursery schools, day care centers, children's homes, and similar facilities
- (6) Towers
- (7) Veterinary clinics and animal hospitals
- (8) 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~~
- ~~(1)~~ ~~(2)~~ Guest building
- ~~(2)~~ ~~(3)~~ Customary home occupations
- ~~(3)~~ ~~(4)~~ Buildings for the display and sale of products grown or raised on the premises, provided, the floor area does not exceed 500 square feet
- ~~(4)~~ ~~(5)~~ Offices incidental to and necessary for a permitted use
- ~~(5)~~ ~~(6)~~ Other buildings or uses accessory to the permitted principal uses

(D) Space Limitations:

Uses	Minimum Parcel Area (feet)	Minimum Lot Area per Dwelling Unit	Minimum Setbacks					Maximum Ground Coverage	Maximum Building Height (feet)
			A Minimum Lot Width (feet)	B Front Yard (feet)	C Rear Yard (feet)	D Side Yard (feet)	E Street Side Yard (feet)		
Permitted Uses	20,000	20,000	100	30	25	15	20	25% 20%	35-
Conditional Uses	20,000	20,000	100	30	25	15	20	25% 20%	35-

(E) Miscellaneous Provisions

- (1) Supplementary regulations shall be complied with as defined here in
- (2) Only one principal building shall be permitted on one zoning lot except as otherwise provided herein

SECTION 6. Section 36-68 of the Grand Island City Code is hereby amended to read as follows:

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§36-68. (B-2) General Business Zone

Intent: The intent of this zoning district is to provide for the service, retail and wholesale needs of the general community. This zoning district will contain uses that have users and traffic from all areas of the community and trade areas, and therefore will have close proximity to the major traffic corridors of the City. Residential uses are permitted at the density of the (R-4) High Density Residential Zoning District.

(A) Permitted Principal Uses: The following principal uses are permitted in the (B-2) General Business Zoning District.

- (1) Stores and shops that conduct retail business, provided, all activities and display goods are carried on within an enclosed building except that green plants and shrubs may be displayed in the open, as per the Zoning Matrix [Attachment A hereto]
- (2) Office and office buildings for professional and personal service as found in the Zoning Matrix [Attachment A hereto]
- (3) Agencies as found in the Zoning Matrix [Attachment A hereto]
- (4) Dwelling units
- (5) Board and lodging houses, fraternity and sorority houses
- (6) Truck, bush and tree farming, provided, there is no display or sale at retail of such products on the premises
- (7) Public parks and recreational areas
- (8) Country clubs
- (9) Public, parochial and private schools having a curriculum equivalent to an elementary or higher educational level
- (10) Colleges offering courses of general instruction, including convents, monasteries, dormitories, and other related living structures when located on the same site as the college
- (11) Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature
- (12) Utility substations necessary to the functioning of the utility, but not including general business offices, maintenance facilities and other general system facilities, when located according to the yard space rules set forth in this section for dwellings and having a landscaped or masonry barrier on all sides. Buildings shall be of such exterior design as to harmonize with nearby properties
- (13) Public and quasi-public buildings for cultural use
- (14) Railway right-of-way but not including railway yards or facilities
- (15) Nonprofit community buildings and social welfare establishments
- (16) Hospitals, nursing homes, convalescent or rest homes
- (17) Radio and television stations (no antennae), private clubs and meeting halls
- (18) Vocational or trade schools, business colleges, art and music schools and conservatories, and other similar use
- (19) Preschools, nursery schools, day care centers, children's homes, and similar facilities
- (20) Group Care Home with less than eight (8) individuals
- (21) Elderly Home, Assisted Living
- (22) Stores and shops for the conduct of wholesale business, including sale of used merchandise
- (23) Outdoor sales and rental lots for new and used automobiles, boats, motor vehicles, trailers, manufactured homes, farm and construction machinery, etc.
- (24) Specific uses such as: archery range, billboards, drive-in theater, golf driving range, storage yard (no junk, salvage or wrecking)
- (25) Manufacture, fabrication or assembly uses incidental to wholesale or retail sales wherein not more than 20% of the floor area is used
- (26) Other uses as indicated in the Zoning Matrix [Attachment A hereto]

(B) Conditional Uses: The following uses are subject to any conditions listed in this chapter and are subject to other conditions relating to the placement of said use on a specific tract of ground in the (B-2) General Business Zoning District as approved by City Council.

- (1) Recycling business
- (2) Towers
- (3) Other uses as indicated in the Zoning Matrix [Attachment A hereto]

(C) Permitted Accessory Uses:

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

ORDINANCE NO. 8947 (Cont.)

(D) Space Limitations:

Uses	Minimum Parcel Area (feet)	A Minimum Lot Width (feet)	Minimum Setbacks				Maximum Ground Coverage	Maximum Building Height (feet)
			B Front Yard (feet)	C Rear Yard (feet)	D Side Yard (feet)	E Street Side Yard (feet)		
Permitted Uses	3,000	30	10	0 ¹	0 ²	10	100%	55
Conditional Uses	3,000	30	10	0 ¹	0 ²	10	100%	55

- 1 No rear yard setback is required if ~~unless~~ bounded by an alley, ~~otherwise then~~ a setback of 10 feet is required.
- 2 No side yard setback is required, but if provided, not less than five feet, or unless adjacent to a parcel whose zone requires a side yard setback, then five feet. When adjacent to a public alley, the setback is optional and may range from 0 feet to 5 feet.

(E) Miscellaneous Provisions:

- (1) Supplementary regulations shall be complied with as defined herein
- (2) Only one principal building shall be permitted on one zoning lot except as otherwise provided herein.

SECTION 7. Section 36-69 of the Grand Island City Code is hereby amended to

read as follows:

§36-69. (AC) Arterial Commercial Overlay Zone

Intent: The intent of this zoning district is to provide an overlay of the (B-2) General Business Zoning District in order to require increased front setbacks, landscaping, and the limitation of some uses within areas along entrance corridors of the city. As the name implies, the overlay will be most commonly used along an arterial street corridor.

(A) Permitted Principal Uses: The following principal uses are permitted in the (AC) Arterial Commercial Overlay District

- (1) Agencies as found in the Zoning Matrix [Attachment A hereto]
- (2) Boarding and lodging houses, fraternity and sorority houses
- (3) Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature
- (4) Colleges offering courses of general instruction, including convents, monasteries, dormitories, and other related living structures when located on the same site as the college
- (5) Country clubs
- (6) Dwelling units
- (7) Elderly Home, Assisted Living
- (8) Group Care Home with less than eight (8) individuals
- (9) Hospitals, nursing homes, convalescent or rest homes
- (10) Manufacture, fabrication or assembly uses incidental to wholesale or retail sales wherein not more than 20% of the floor area is so used
- (11) Nonprofit community buildings and social welfare establishments
- (12) Office and office buildings for professional and personal service as found in the Zoning Matrix [Attachment A hereto]
- (13) Outdoor sales and rental lots for new or used automobiles, boats, motor vehicles, trailers, manufactured homes, farm and construction machinery, etc.
- (14) Preschools, nursery schools, day care centers, children's homes, and similar facilities
- (15) Public parks and recreational areas
- (16) Public, parochial and private schools having a curriculum equivalent to an elementary or higher educational level
- (17) Public and quasi-public buildings for cultural use

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- (18) Radio and television stations (no antennae), private clubs and meeting halls
- (19) Railway right-of-way but not including railway yards or facilities
- (20) Specific uses such as: archery range, drive-in theatre, golf driving range
- (21) Stores and shops that conduct retail business, provided, all activities and display goods are carried on within an enclosed building except that green plants and shrubs may be displayed in the open, as per the Zoning Matrix (Attachment A hereto)
- (22) Stores and shops for the conduct of wholesale business, including sale of used merchandise.
- (23) Truck, bush and tree farming, provided, there is no display or sale at retail of such products on the premises
- (24) Utility substations necessary to the functioning of the utility, but not including general business offices, maintenance facilities and other general system facilities, when located according to the yard space rules set forth in this section for dwellings and having a landscaped or masonry barrier on all sides. Buildings shall be of such exterior design as to harmonize with nearby properties
- (25) Vocational or trade schools, business colleges, art and music schools and conservatories, and other similar uses
- (26) Other uses as indicated in the Zoning Matrix [Attachment A hereto]

(B) **Conditional Uses:** The following uses are subject to any conditions listed in this chapter and are subject to other conditions relating to the placement of said use on a specific tract of ground in the (AC) Arterial Commercial Overlay District as approved by City Council.

- (1) Towers

(C) **Permitted Accessory Uses:**

- (1) Buildings and uses accessory to the permitted principal uses
- (2) Automotive body repair may be accessory to new or used automotive sales or rental, provided, no outside storage of parts shall be permitted.

(D) **Space Limitations:**

Uses	Minimum Parcel Area (feet)	Minimum Setbacks					Maximum Ground Coverage	Maximum Building Height (feet)
		A Minimum Lot Width (feet)	B Front Yard (feet)	C Rear Yard (feet)	D Side Yard (feet)	E Street Side Yard (feet)		
Permitted Uses	5,000	50	20	0 ¹	0 ²	10	80%	55
Conditional Uses	5,000	50	20	0 ¹	0 ²	10	80%	55

- 1. No rear yard setback is required ~~if unless~~ bounded by an alley, ~~otherwise then~~ a setback of 10 feet is required.
- 2. No side yard setback is required, but if provided, not less than 5 feet, or unless adjacent to a parcel whose zone requires a side yard setback, then 5 feet.

(E) **Procedure:**

- (1) An application for an amendment to the arterial commercial zone on the Official Zoning Map shall follow all procedural requirements as set forth in this Section.

(F) **Miscellaneous Provisions:**

- (1) Supplementary regulations shall be complied with as defined herein.
- (2) Only one principal building shall be permitted on any one zoning lot except as otherwise provided herein.
- (3) Landscaping shall be provided and maintained within the 20 foot front yard setback. Landscaping shall mean lawn areas and may also include trees, shrubs, and flowers. Crushed or lava rock, gravel, bark chips, etc. shall not substitute for lawn area.
- (4) All improvements and uses shall be designed to direct primary vehicular and pedestrian traffic to arterial street access and reduce such traffic on adjacent non-arterial streets and alleys.

SECTION 8. Section 36-70 of the Grand Island City Code is hereby amended to

read as follows:

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§36-70. (B-3) Heavy Business Zone

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

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

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

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

- (1) Manufacture, fabrication or assembly uses incidental to wholesale or retail sales wherein not more than 20% of the floor area is so used
- (2) Outdoor sales and rental lots for new or used automobiles, boats, motor vehicles, trailers, manufactured homes, farm and construction machinery
- (3) Stores and shops for the conduct of wholesale business, including sale of used merchandise.
- (4) Towers
- (5) Other uses as indicated in the Zoning Matrix [Attachment A hereto]

(C) Permitted Accessory Uses:

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

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(D) Space Limitations:

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

1. No rear yard setback is required if ~~unless~~ bounded by an alley, ~~otherwise then~~ a setback of 10 feet is required.
2. No side yard setback is required, but if provided, not less than five feet or unless adjacent to a parcel whose zone requires a side yard setback, then five feet. When adjacent to a public alley, the setback is optional and may range from 0 feet to 5 feet.

(E) Miscellaneous Provisions:

- (1) Supplementary regulations shall be complied with as defined herein.
- (2) Only one principal building shall be permitted on one zoning lot except as otherwise provided

SECTION 9. Section 36-72 of the Grand Island City Code is hereby amended to

read as follows:

§36-72. (M-1) Light Manufacturing Zone

Intent: The intent of this zoning district is to provide for light fabrication, service, warehousing, administrative and research uses within a zoning district having generally limited public contact and requiring some minimal landscaping standards.

(A) Permitted Principal Uses: The following principal uses are permitted in the (M-1) Light Manufacturing Zoning District.

- (1) Administrative, executive, professional, research and similar office use having limited contact with the public
- (2) Agriculture, including the raising of field crops, tree and bush crops, animals and fowls, but not including feed lots, poultry farms, fur farms, and commercial kennels
- (3) Buildings and installations for public utilities; facilities shall observe yard space requirements but shall not be subject to minimum area or width requirements
- (4) Railway right-of-way, but not including railway yards or facilities
- (5) Radio and television stations, private clubs, and meeting halls
- (6) Manufacture, processing, assembly, fabrication or storage of non-hazardous products and materials
- (7) Other uses found in the Zoning Matrix [Attachment A hereto]

(B) Conditional Uses: The following uses are subject to any conditions listed in this chapter and are subject to other conditions relating to the placement of said use on a specific tract of ground in the (M-1) Light Manufacturing Zoning District as approved by City Council.

- (1) Gravel, sand, or dirt removal, stockpiling, processing or distribution, and batching plant
- (2) Concrete or cement products manufacturing and batching plant.
- (3) Truck terminal, tractor, trailer, or truck storage, including maintenance facilities
- (4) Contractor's storage yard or plant
- (5) Motels and hotels
- (6) Towers

(C) Permitted Accessory Uses:

- (1) Sales of new merchandise when same is manufactured, processed, assembled, fabricated or stored on the premises
- (2) Buildings and uses accessory to the permitted principal use

(D) Specifically Excluded Uses:

- (1) Any residential use

ORDINANCE NO. 8947 (Cont.)

(2) Manufactured homes and manufactured home parks

(3) Churches, schools, institutions and other public and semi-public uses except for trade and vocational schools

(E) Space Limitations:

Uses	Minimum Setbacks						Maximum Ground Coverage	Maximum Building Height (feet)
	A	B	C	D	E			
	Minimum Parcel Area (feet)	Minimum Lot Width (feet)	Front Yard (feet)	Rear Yard (feet)	Side Yard (feet)	Street Side Yard (feet)		
Permitted Uses	20,000	100	35 ¹	20	10	10 35	50%	50
Conditional Uses	20,000	100	35 ¹	20	10	10 35	50%	50

¹ with 15 feet adjacent to a street landscaped to satisfaction of the zoning official.

(F) Miscellaneous Provisions:

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

(2) Landscaping shall be provided and maintained by the owner or developer within the 15 feet adjacent to a street; landscaping shall include but is not limited to, screen planting, lawn area, trees, shrubs, fences and walls; all landscaping shall be planned and maintained to the satisfaction of the zoning official.

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

SECTION 10. Section 36-73 of the Grand Island City Code is hereby amended to

read as follows:

§36-73. (M-2) Heavy Manufacturing Zone

Intent: The intent of this zoning district is to provide for the greatest amount of manufacturing, warehousing, wholesaling and business uses. Conditional use permits are required for those uses with more significant health and safety concerns.

(A) Permitted Principal Uses:

- (1) Administrative, executive, professional, research and similar office use having limited contact with the public
- (2) Agencies as found in the Zoning Matrix [Attachment A hereto]
- (3) Agriculture, including the raising of field crops, tree and bush crops, animals and fowl, but not including feed lots, poultry farms, and fur farms
- (4) Concrete or cement products manufacturing and batching plant
- (5) Contractors storage yard or plant
- (6) Gravel, sand or dirt removal, stockpiling, processing or distribution, and batching plant
- (7) Manufacture, processing, assembly, fabrication and/or storage of non-hazardous products and materials
- (8) Mortuaries, funeral homes, and funeral chapels
- (9) Office and office buildings for professional and personal services as found in the Zoning Matrix [Attachment A hereto]
- (10) Outdoor sales and rental lots for new or used automobiles, boats, motor vehicles, trailers, manufactured homes, farm and construction machinery
- (11) Radio and television stations, private clubs and meeting halls
- (12) Railway right-of-way, including yards and facilities
- (13) Stores and shops that conduct retail business, provided, all activities and display goods are carried on within an enclosed building except that green plants and shrubs may be displayed in the open, as per the Zoning Matrix [Attachment A hereto]
- (14) Stores and shops for the conduct of wholesale business, including sale of used merchandise
- (15) Truck, bush and tree farming, provided, there is no display or sale at retail of such products on the premises
- (16) Truck terminal, tractor, trailer, or truck storage, including maintenance facilities
- (17) Utility substations necessary to the functioning of the utility, but not including general business offices, maintenance facilities and other general system facilities, when located according to the yard space rules set

ORDINANCE NO. 8947 (Cont.)

forth in this section for dwellings and having a landscaped or masonry barrier on all sides. Buildings shall be of such exterior design as to harmonize with nearby properties

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

(19) Other uses found in the Zoning Matrix [Attachment A hereto]

(B) Conditional Uses: The following uses are subject to any conditions listed in this chapter and are subject to other conditions relating to the placement of said use on a specific tract of ground in the (M-2) Heavy Manufacturing Zoning District as approved by City Council.

- (1) Automobile wrecking yard
- (2) Acid or acid by-products manufacture
- (3) Ammonia bleaching powder, chlorine, peroxylin or celluloid manufacture
- (4) Explosives manufacture or storage
- (5) Garbage, refuse, offal or dead animal reduction or disposal area
- (6) Glue manufacture, fat rendering, distillation of bones or by-products
- (7) Meat packing plants, including poultry and animal slaughterhouses and abattoirs
- (8) Milling or smelting of ores
- ~~(9)(8)~~ Petroleum refining
- ~~(10)(9)~~ Motels and hotels
- ~~(11)(10)~~ Petroleum refining
- ~~(12)(11)~~ Stock or feed yards
- ~~(13)(12)~~ Salvage yard
- ~~(14)(13)~~ Tanning, curing, or storage of hides or skins
- ~~(15)(14)~~ Towers

(C) Permitted Accessory Uses:

- (1) Buildings and uses accessory to the permitted principal uses

(D) Specifically Excluded Uses:

- (1) Any residential use
- (2) Manufactured homes, and manufactured home parks
- (3) Churches, schools, institutions and other public and semi-public uses except for trade and vocational schools

(E) Space Limitations:

Uses		Minimum Setbacks						
		A	B	C	D	E		
	Minimum Parcel Area (feet)	Minimum Lot Width (feet)	Front Yard (feet)	Rear Yard (feet)	Side Yard (feet)	Street Side Yard (feet)	Maximum Ground Coverage	Maximum Building Height (feet)
Permitted Uses	6,000	50	10 -	0 ¹	0 ²	10 - 35	65%	-
Conditional Uses	6,000	50	10 -	0 ¹	0 ²	10 - 35	65%	-

¹ None when bounded by an alley, otherwise 10 feet

² No required Side Yard Setback, but if provided, not less than 5 feet or unless adjacent to a parcel whose zone requires a side yard setback, then 5 feet. When adjacent to a public alley, the setback is optional and may range from 0 feet to 5 feet.

(F) 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.

SECTION 11. Section 36-74 of the Grand Island City Code is hereby amended to

read as follows:

§36-74. (M-3) Mixed Use Manufacturing Zone

Intent: To provide for a mix of light manufacturing, warehousing, wholesaling, retail, and residential uses. This zoning district is reflective of the mix of uses historically present along the Union Pacific Railroad tracks through the central city.

ORDINANCE NO. 8947 (Cont.)

(A) Permitted Principal Uses:

- (1) Churches
- (2) Residential dwellings at the same density as the (R-4) High Density Residential Zoning District
- (3) Truck terminal, tractor, trailer, or truck storage, including maintenance facilities
- (4) Animal hospital and veterinary clinic
- (5) Arena or athletic field or track
- (6) Automobile body repair
- (7) Automobile service station
- (8) Bakery
- (9) Bottling plant
- (10) Blueprinting
- (11) Brewery or distillery
- (12) Café or restaurant
- (13) Cannery
- (14) Carpenter or woodworking shop
- (15) Carpet cleaning
- (16) Casting of lightweight or nonferrous metals
- (17) Crating and hauling depot
- (18) Dairy products distribution
- (19) Dry cleaning and laundry plant
- (20) Feed and seed processing and storage
- (21) Furniture repair and warehousing
- (22) Garage
- (23) Laboratories
- (24) Lapidary
- (25) Printer
- (26) Publisher or lithographer
- (27) Sign painting or manufacture
- (28) Stone and monument works
- (29) Storage yards or buildings for lumber, gas, oil and similar materials; but not explosives, vitreous ware, pottery and porcelain manufacture
- (30) Warehouse
- (31) Manufacture, processing, assembly, fabrication or storage of products and materials similar to the above
- (32) Railway right-of-way, including yards and facilities
- (33) Other uses as permitted in the Zoning Matrix [Attachment A hereto]

(B) Conditional Uses: The following uses may be permitted, if approved by the city council, in accordance with procedures set forth in Article VI of this chapter.

- (1) Salvage yards except those dealing primarily with hazardous or regulated waste
- (2) Towers

(C) Permitted Accessory Uses:

- (1) Buildings and uses accessory to the permitted principal uses

(D) Specifically Excluded Uses:

- (1) Manufactured home parks

ORDINANCE NO. 8947 (Cont.)

(E) Space Limitations:

Uses	Minimum Setbacks						Maximum Ground Coverage	Maximum Building Height (feet)
	A	B	C	D	E			
	Minimum Parcel Area (feet)	Minimum Lot Width (feet)	Front Yard (feet)	Rear Yard (feet)	Side Yard (feet)	Street Side Yard (feet)		
Permitted Uses	6,000	50	10 ¹⁻	0 ²⁺	0 ³⁺	10 ³⁵	65%	-
Conditional Uses	6,000	50	10 ¹⁻	0 ²⁺	0 ³⁺	10 ³⁵	65%	-

¹ Shall be zero feet when located in Central Business District and Fourth Street Business District

² None when bounded by an alley, otherwise 10 feet

³ No required Side Yard Setback, but if provided, not less than 5 feet or unless adjacent to a parcel whose zone requires a side yard setback, then 5 feet. When adjacent to a public alley, the setback is optional and may range from 0 feet to 5 feet.

(F) Miscellaneous Provisions:

- (1) Supplementary regulations shall be complied with as defined herein
- (2) Only one (1) principal building shall be permitted on each zoning lot except as otherwise provided herein.

SECTION 12. Section 36-97 of the Grand Island City Code is hereby amended to

read as follows:

§36-97. Schedule of Minimum Off-Street Parking and Loading Requirements

Uses	Parking Requirements	Loading Requirements
Adult entertainment establishments	One (1) space per 2 persons of licensed capacity	None required
Bowling Alleys	Four (4) spaces per alley	One (1) space per establishment
Churches, Synagogues, and Temples	One (1) space per 4 seats in main worship area	None required
Clubs, including fraternal organizations	One (1) space per 500 s.f. of net floor area	None required
College/University	One (1) spaces per every two (2) students of occupancy plus one (1) per employee.	Two (2) spaces per structure
Commercial Uses		
Agricultural Sales / Service	One (1) space per 500 s.f. of net floor area	One (1) per establishment
Automotive Rental / Sales	One (1) space per 500 s.f. of net floor area	One (1) per establishment
Automotive Servicing	Three (3) spaces per repair stall	None required
Bars, Taverns, Nightclubs	Parking equal to 30% of licensed capacity	Two (2) spaces per establishment
Body Repair	Four (4) spaces per repair stall	None required
Equipment Rental / Sales	One (1) space per 500 s.f. of net floor area	One (1) Space
Campground	One (1) space per camping unit	None required
Commercial Recreation	One (1) space per 4 persons of licensed capacity	One (1) per establishment
Communication Services	One (1) space per 500 s.f. of net floor area	One (1) per establishment
Construction Sales / Service	One (1) space per 500 s.f. of net floor area	One (1) per establishment
Food Sales (limited)	One (1) space per 300 s.f. of net floor area	One (1) per establishment
Food Sales (general)	One (1) space per 200 s.f. of net floor area	Two (2) per establishment
General Retail Sales establishments	One (1) space per 200 s.f. of net floor area	One (1) per establishment
Laundry Services	One (1) space per 200 s.f. of net floor area	None required
Restaurants w/ drive thru	One (1) space per 150 s.f. of net floor area	One (1) per establishment
Restaurants (General)	Parking equal to 40% of seating licensed capacity	Two (2) spaces per establishment
Convalescent and Nursing Home Services	One (1) space per 3 beds plus 1 per employee on the largest shift	Two (2) space per structure
Day Care	One (1) space per employee plus 1 space or loading stall per each 10 persons of licensed capacity	None required
Educational Uses, Primary facilities	Two (2) spaces per classroom	Two (2) spaces per structure
Educational Uses, Secondary facilities	Eight (8) spaces per classroom plus 1 space per employee on largest shift	Two (2) spaces per structure
Funeral Homes and Chapels	Eight (8) spaces per reposing room	Two (2) spaces per establishment
Group Care Facility	One (1) space per 4 persons of licensed capacity	Two (2) space per structure
Group Home	One (1) space per 4 persons of licensed capacity	Two (2) space per structure
Guidance Services	One (1) space per 300 s.f. of net floor area	None required
Hospitals	One and one-half (1 1/2) spaces per 2 licensed beds;	Three (3) spaces per structure

ORDINANCE NO. 8947 (Cont.)

	plus, .75 times the maximum number of employees during the largest shift.	
Hotels and Motels	One (1) space per rental unit	One (1) space per establishment
Housing (Congregate)		
Assisted-living facilities	One (1) space per dwelling unit plus 1 space per employee on the largest shift	One (1) per structure
Duplex	Two (2) spaces per dwelling unit	None required
Multi-family / Apartments	One (1) space per sleeping unit– spaces to be sited in the general proximity of where the sleeping units are located, plus, one (1) additional space per apartment (for 1- and 2-sleeping units), and 1 ½ spaces per apartment (for 3-sleeping units) to accommodate guest parking.	None required
Industrial Uses	.75 times the maximum number of employees during the largest shift	Two (2) spaces per establishment
Libraries	One (1) space 500 s.f. of net floor area	One (1) per structure
Boarding Houses / Bed and Breakfasts	One (1) space per rental units	None required
Medical Clinics	Five (5) spaces per staff doctor, dentist, chiropractor	None required
Manufactured Home Park	Two (2) per dwelling unit	None required
Offices and Office Buildings	One (1) space per 200 s.f. of net floor area	None required
Residential (Single-family, attached and detached)	Two (2) spaces per dwelling unit with 1 required to be enclosed	None required
Roadside stands	Four (4) spaces per establishment	None required
Service Oriented Establishments	One (1) space per 200 s.f. of net floor area	One (1) per establishment
Theaters, Auditoriums, and Places of Assembly	One (1) space per 4 persons of licensed capacity	One (1) space per establishment
Veterinary Establishments	Three (3) spaces per staff doctor	None required
Wholesaling / Distribution Operations	One (1) space per 2 employees on the largest shift	Two (2) spaces per establishment

SECTION 13. Section 36-99 of the Grand Island City Code is hereby amended to

read as follows:

§36-99. Home Occupations

The following are the minimum standards required for a Home Occupation:

(A) There shall be no external or externally visible evidence of the home occupation, business or profession whatsoever. There shall be no signage or advertising, linking the residential property with the home occupation. Advertising displays and advertising devices displayed through a window of the building shall not be permitted

(B) No more than 25% of the floor area of any one story can be used for the home occupation

(C) There shall be no machinery other than that normally found in a home

(D) There shall be no contact at the premises with customers or clients other than by telephone or mail, except that music lessons may be given to one pupil at a time, and cultural, art, or dance instruction may be given to four pupils at one time

(E) No one other than the resident(s) can work from that site

(F) No retail sales are permitted from the site other than incidental sales related to services provided

(G) No exterior storage (including storage within detached buildings/garage) is permitted

(H) No offensive noise, vibration, smoke, odor, heat or glare shall be noticeable at or beyond the property line

(I) The above listed characteristics of a home occupation shall not be construed to restrict the sale of garden produce grown on the premises, provided, this exception shall not extend to allow the operation of a commercial greenhouse or nursery, or the existence of stands or booths for display of said produce

All businesses related to Child Care Homes and Child Care Centers shall be in accordance with Neb. R.R.S. 1943, Sec. §71-1902.

ORDINANCE NO. 8947 (Cont.)

SECTION 14. Section 36-100 of the Grand Island City Code is hereby amended

to read as follows:

§36-100. Fences and Hedges; Corner Visibility

(A) There shall be no fences, hedges, or other continuous foliage higher than 36 inches above roadway surface except that trees of a greater height may be permitted if all foliage is removed to a height of five feet above the base of such tree within the sight triangle.

(B) Fences and Hedges; Other Visibility. On portions of a lot not covered by the corner visibility restriction, the height of fences, hedges, and foliage, continuous five feet or more, shall be limited in the following manner:

(1) Maximum front yard fence height of thirty-six (36) inches for solid/opaque fences (including picket, palisade, fabric weave chain link, "good neighbor", solid planking fencing styles).

(2) Maximum front yard fence height of forty-eight (48) inches for open transparent fences (including chain link, split rail, or wrought iron, where spacing/thickness of fence construction materials allows for an essentially unobstructed view).

(3) Maximum front yard hedge/foilage height of thirty-six (36) inches.

(4) On all other portions of lot lines, fences, hedges and other foliage, barriers may not exceed a height of ninety-six (96) inches.

(C) Fences and Hedges; Height. Fences, hedges, and other continuous foliage erected within the building portions of a zoning lot may conform with the height limits of such buildings but shall be subject to any building code provisions which may be applicable for buildings.

(D) Fences and Hedges; Measurement. Height of fences, hedges or other continuous foliage shall be measured from the nearest top of roadway surface or the official established grade thereof, whichever is the higher.

(E) Fences and Hedges; Exceptions. The city council may direct as a condition for granting a conditional use that fences, hedges, or other continuous foliage of a height and location in excess of these regulations be placed; provided, that no such approval shall have the effect of reducing corner visibility as provided for herein.

SECTION 15. Section 36-154 of the Grand Island City Code is hereby deleted:

§36-154. Building Permits

~~_____ The following shall apply to all new construction and all applicable renovations and remodels within Grand Island's Zoning Jurisdiction:~~

~~_____ (A) It shall be unlawful to commence the excavation for the construction of any building, or any accessory buildings, or to commence the moving or alteration of any buildings, including accessory buildings, until the Building Department has issued a building permit for such work.~~

~~_____ (B) Issuance of a building permit. In applying to the Building Department for a building permit, the applicant shall submit a dimensioned sketch or a scale plan indicating the shape, size and height and location of all buildings to be erected, altered or moved and of any building already on the lot. He shall also state the existing and intended use of all such buildings, and supply such other information as may be required by the Building Department for determining whether the provisions of this chapter are being observed. If the proposed excavation or construction as set forth in the application are in conformity with the provisions of this code, the Building Department shall issue a building permit for such excavation or construction. If a building permit is refused, the Building Department shall state such refusal in writing, with the cause, and shall immediately thereupon mail notice of such refusal to the applicant at the address indicated upon the application. The Building Department shall grant or deny the permit within a reasonable time from the date the application is submitted. The issuance of a permit shall, in no case, be construed as waiving any provisions of this chapter. A building or zoning permit shall become void twelve (12) months from the date of issuance unless substantial progress has been made by that date on the project described therein.~~

ORDINANCE NO. 8947 (Cont.)

SECTION 16. Section 36-155 of the Grand Island City Code is hereby amended

to read as follows:

§36-155. Certificate of Occupancy; General

No vacant land shall be occupied and used ~~and no building hereafter erected or structurally altered shall be occupied or used~~ until a certificate of occupancy has been issued by the chief building official.

SECTION 17. Section 36-156 of the Grand Island City Code is hereby deleted:

~~**§36-156. Certificate of Occupancy; Building**~~

~~_____ Certificate of occupancy of a new building or the structural alteration of any existing building shall be applied for coincident with application for a building permit and shall be issued within ten days after the erection or alteration of such building shall have been completed in conformity with the provisions of this Code. No permit for excavation for any building shall be issued before application has been made for a certificate of occupancy.~~

SECTION 18. Section 36-157 of the Grand Island City Code is hereby amended

to read as follows:

§36-157. Certificate of Occupancy; Land

Certificate of occupancy for the use of vacant land or the change in the use of land shall be applied for before any such land shall be occupied or used and a certificate of occupancy shall be issued ~~within ten days~~ after the application has been made, provided, such use is in conformity with the provisions of this Code.

SECTION 19. Section 36-158 of the Grand Island City Code is hereby deleted:

~~**§36-158. Certificate of Occupancy; Nonconforming Use**~~

~~_____ Certificate of occupancy for a nonconforming use existing as of August 1, 2004, shall be issued by the chief building official and the certificate shall state that the use is a nonconforming use and does not conform with the provisions of this Code. The chief building official shall notify the owner or owners of property being used as a nonconforming use and said owner or owners shall, within thirty days after receipt of such notice, apply to the office of the chief building official for a certificate of occupancy.~~

SECTION 20. Section 36-160 of the Grand Island City Code is hereby deleted:

~~**§36-160. Certificate of Occupancy; Fee**~~

~~_____ No fee shall be charged for an original certificate applied for coincident with the application for a building permit; for all other certificates or for copies of the original certificate there shall be a fee of one dollar (\$1.00) charged for each.~~

SECTION 21. Sections 36-22, 36-23, 36-25, 36-60, 36-61, 36-68, 36-69, 36-70, 36-72, 36-73, 36-74, 36-97, 36-99, 36-100, 36-154, 36-155, 36-156, 36-157, 36-158, and 36-160

ORDINANCE NO. 8947 (Cont.)

as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 22. That this ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: December 21, 2004.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 21, 2004

Council Session

Item G1

**Receipt of Official Document - Tort Claim filed by Todd and
Jeannine Elsbernd**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk
Meeting: December 21, 2004
Subject: Receipt of Official Document – Tort Claim filed by Todd and Jeannine Elsbernd
Item #'s: G-1
Presenter(s): RaNae Edwards, City Clerk

Background

The City of Grand Island has received a Tort Claim on December 9, 2004 from Todd and Jeannine Elsbernd, 538 Hermitage Court alleging certain claims which took place on or about August 4, 2003 in connection with a private septic system inspection. A copy of this claim is attached to comply with the Nebraska Political Subdivision Tort Claims Act.

Discussion

This is not an item for council action other than to simply acknowledge that the claim has been received.

Recommendation

City Administration recommends that the Council take no action other than acknowledge receipt of the claim.

Sample Motion

Motion to acknowledge the filing of a Tort Claim by Todd and Jeannine Elsbernd.

POLITICAL SUBDIVISION TORT CLAIM

TO: Central District Health Department
Hall-Hamilton-Merrick
105 East 1st Street
Grand Island, NE 68801

Central District Health Department
Hall-Hamilton-Merrick
1719 16th Ave.
Central City, NE 68826

City of Grand Island
Attn: Renee Edwards
P.O. Box 1968
Grand Island, NE 68802

Hall County Attorney
Mark Young
P.O. Box 367
Grand Island, NE 68802

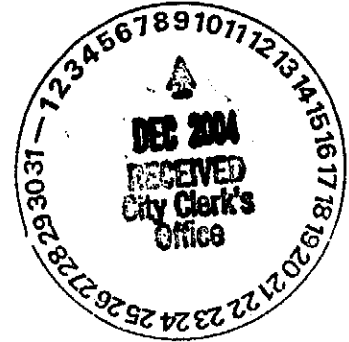
Hall County Board Assistant
Stacey Ruzicka
121 S. Pine St.
Grand Island, NE 68801

Hall County Supervisor
Scott Arnold
412 North Custer Ave.
Grand Island, NE 68803

Hall County Supervisor
Jim Eriksen
4233 Nordic Rd.
Grand Island, NE 68803

Hall County Supervisor
Richard Hartman
5075 S. Locust
Grand Island, NE 68801

Hall County Supervisor
Robert Humiston, Jr.
116 E. 8th St.
Grand Island, NE 68801



Hall County Supervisor
William Jeffries
#28 Kuester Lake
Grand Island, NE 68801

Hall County Supervisor
Pamela Lancaster
2809 Apache Rd.
Grand Island, NE 68801

Hall County Supervisor
Robert Rye
3211 Magnolia Ct.
Grand Island, NE 68803

Hall County Clerk
Marla Conley
121 S. Pine St.
Grand Island, NE 68801

Hall County Health Director
Sonja Simpson
105 E. 1st St.
Grand Island, NE 68801

Hamilton County Attorney
Michael Powell
P.O. Box 167
Aurora, NE 68818-0167

Hamilton County Clerk
Donita Friesen
1111 13th St., Ste. 1
Aurora, NE 68818

Hamilton County Commissioner
Jerry Hoegh
10 Rosewood Circle
Aurora, NE 68818

Hamilton County Commissioner
Steven Jacobsen
2007 North S Rd.
Marquette, NE 68854

Hamilton County Commissioner
Paul Kemling
1306 North S Rd.
Aurora, NE 68818

Merrick County Attorney
Steve Curry
1615 17th Ave.
Central City, NE 68826

Merrick County Supervisor
Dan Schneiderheinz
1724 24th St.
Central City, NE 68826

Merrick County Supervisor
Herman Schuett
355 I Rd.
Chapman, NE 68827

Merrick County Supervisor
Norman Euse
605 Vine St.
Silver Creek, NE 68663

Merrick County Supervisor
John Jefferson
2175 14th Rd.
Central City, NE 68826

Merrick County Supervisor
Robert Husmann
725 H Rd.
Chapman, NE 68827

Merrick County Supervisor
D.L. Hahn
2224 16th Ave.
Central City, NE 68826

Merrick County Supervisor
Rex Weller
649 Hwy. 92
Palmer, NE 68864

Merrick County Clerk
Gloria Broekmeier
P.O. Box 27
Central City, NE 68826

Administrative Services
Division of Risk Management
Executive Building
521 S. 14th St., Ste. 230
Lincoln, NE 68508

RE: **CLAIM OF:** Todd V. Elsbernd and Jeannine L. Elsbernd, Husband and Wife, Residing at 538 Hermitage Court, Grand Island, Ne 68801.

AGAINST: Central District Health Department, Hall-Hamilton, Merrick; City of Grand Island; Hall County Attorney; Hall County Board Assistant; Hall County Supervisors: Scott Arnold, Jim Eriksen, Richard Hartman, Robert Humiston, Jr., William Jeffries, Pamela Lancaster, and Robert Rye; Hall County Clerk; Hall County Health Director; Hamilton County Attorney; Hamilton County Clerk; Hamilton County Commissioners: Jerry Hoegh, Steven Jacobsen, and Paul Kemling; Merrick County Attorney; Merrick County Supervisors: Dan Schneiderheinz, Herman Schuett, Norman Euse, John Jefferson, Robert Husmann, D.L. Hahn, and Rex Weller; Merrick County Clerk; and Administrative Services, Division of Risk Management.

PLEASE TAKE NOTICE that TODD V. ELSBERND and JEANNINE L. ELSBERND, Husband and Wife, residing at 538 Hermitage Court, Grand Island, NE 68801, hereby makes their claim against Central District Health Department, Hall-Hamilton, Merrick; City of Grand Island; Hall County Attorney; Hall County Board Assistant, Hall County Supervisors: Scott Arnold, Jim Eriksen, Richard Hartman, Robert Humiston, Jr., William Jeffries, Pamela Lancaster, and Robert Rye; Hall County Clerk, Hall County Health Director; Hamilton County Attorney; Hamilton County Clerk; Hamilton County Commissioners: Jerry Hoegh, Steven Jacobsen, and Paul Kemling; Merrick County Attorney; Merrick County Supervisors: Dan Schneiderheinz, Herman Schuett, Norman Euse, John Jefferson, Robert Husmann, D.L. Hahn, and Rex Weller; Merrick County Clerk; and Administrative Services, Division of Risk Management, hereinafter referred to as "Defendant."

The following information is being provided pursuant to Neb. Rev. Stat. §13-901 et. seq. as well as 81-8,209 et. seq.

The basis for this claim is that on or about August 4, 2003, an inspection was conducted by the Central District Health Department at 538 Hermitage Court, Grand Island, NE 68801. The Individual Water Supply and Sewage System Report was prepared at the request of Jack McGowan of Regency Real Estate pursuant to a contemplated sale of the real estate located at 538 Hermitage Court, Grand Island, Hall County, Nebraska, from Russ and Pam Baker (Sellers) to Todd and Jeannine Elsbernd (Buyers). The Contemplated inspection was to inspect the private well, water quality results, and the private septic systems located at the subject property. The result of the private septic system inspection

was that "visual abnormalities ARE NOT present." Based upon this inspection and relying upon the results of this inspection, Todd and Jeannine Elsbernd purchased the subject property.

On or about April 10, 2004, Todd and Jeannine Elsbernd noticed that the clothes washing machine located upstairs in the home would drain and cause foam to appear in the downstairs toilet. A plumber was contacted and he arrived on April 25, 2004. He immediately determined that the leech field of the septic system needed to be replaced with its condition then being the same as at the time of inspection by the Central District Health Department. Todd and Jeannine Elsbernd relied upon the inspection by the Central District Health Department to their detriment.

Todd and Jeannine Elsbernd request reimbursement for damages in the sum which would fairly compensate them for their loss in the amount of between \$15,080.00 and \$25,000.00 for the replacement of the leech field referenced in this notice.

Todd and Jeannine Elsbernd hereby present their claim to the governing body to render disposition within six months of the date of filing.

DATED: December 7, 2004.

**TODD V. ELSBERND AND JEANNINE L. ELSBERND,
HUSBAND AND WIFE, RESIDING AT
538 HERMITAGE COURT, GRAND ISLAND, NE 68801**

BY: Ralph A. Bradley
Ralph A. Bradley, #10406
**BRADLEY, ELSBERND, EMERTON
& ANDERSEN, P.C.**
202 West Third Street
P.O. Box 639
Grand Island, NE 68802
Telephone: (308) 382-2128



City of Grand Island

Tuesday, December 21, 2004

Council Session

Item G2

Approving Minutes of December 7, 2004 City Council Regular Meeting

The Minutes of December 7, 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

December 7, 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 December 7, 2004. Notice of the meeting was given in the *Grand Island Independent* on December 1, 2004.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following members were present: Councilmembers Meyer, Whitesides, Pielstick, Gilbert, Nickerson, 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.

INVOCATION was given by Father Fran Curran, Blessed Sacrament Catholic Church, 518 West State Street followed by the PLEDGE OF ALLEGIANCE.

CITY COUNCIL REORGANIZATION:

Approving Minutes of November 23, 2004 City Council Regular Meeting. Motion by Hornady, second by Pielstick, carried unanimously to approve.

Acceptance of Election certificate for the November 2, 2004 General Election. City Clerk RaNae Edwards reported that State law required the governing body to formally accept the certificate of election issued by the Hall County Election Commissioner for the November 2, 2004 City Council election. Motion by Gilbert, second by Hornady, carried unanimously to approve.

Administration of Oath to Elected Councilmembers. City Clerk RaNae Edwards administered the Oath of Office to Councilmembers Scott Walker – Ward 1, Margaret Hornady – Ward 2, Fred Whitesides – Ward 3, Jackie Pielstick – Ward 4, and Joyce Haase – Ward 5. Each newly elected Councilmember thanked family and voters in their districts.

Election of City Council President. City Clerk RaNae Edwards reported that the City Council was required to elect one Councilmember to the office of Council President for a term of one year and that the Council President automatically assumed the duties of the Mayor in the event that the Mayor was absent or otherwise unable to fulfill his duties. Councilmember Gilbert nominated Councilmember Hornady. Councilmember Pielstick nominated Councilmember Whitesides. Councilmember Haase nominated Councilmember Pielstick. There being no further nominations City Clerk RaNae Edwards called for the first ballot. It was reported that Councilmember Hornady had received 6 votes, Councilmember Whitesides had received 2 votes, and Councilmember Pielstick had received 2 votes. Mayor Vavricek declared Councilmember Hornady the new Council President for 2005.

Motion was made by Whitesides, second by Pielstick carried unanimously to make the vote a unanimous one for Councilmember Hornady as City Council President. Councilmember Hornady abstained.

CONSENT AGENDA: Item G-8 was pulled from the Consent Agenda. Motion by Hornady, second by Walker to approve the Consent Agenda excluding Item G-8. Upon roll call vote, all voted aye. Motion adopted.

Approving Pawnbroker's Application and Official Bond for Stewart's Loan and Pawn Shop, 803 West 4th Street.

Approving the Appointments of Chad Johnson, Pat Bittner, Bruce Kleint, Shawn Messersmith to the Electrical Board and Dean Mathis and Craig Lewis as Ex-Officio Members.

Approving Appointments of Doug Hough, Eric Rose, and Ryan King to the Plumbers Examining Board and David Scoggins as Ex-Officio Member.

Approving Appointments of Norm Nietfeldt, Mike McElroy, and Loren Peterson to the Gas Fitters & Appliance Board and David Scoggins and Craig Lewis as Ex-Officio Members.

#2004-308 – Approving Change Order #1 to the Contract for Street Improvement District No. 1252 with J.I.L. Asphalt Paving Company of Grand Island, Nebraska for an Increase of \$595.09 and a Revised Contract Amount of \$34,812.34.

#2004-309 – Approving Certificate of Final Completion for Street Improvement District No. 1250 with J.I.L. Asphalt Paving Company of Grand Island, Nebraska.

#2004-310 – Approving Certificate of Final Completion for Street Improvement District No. 1252 with J.I.L. Asphalt Paving Company of Grand Island, Nebraska.

#2004-312 – Approving State Bid Award for Six (6) 2005 Ford Crown Victoria Police Vehicles from Anderson Ford of Lincoln, Nebraska in an Amount of \$132,360.00.

#2004-313 – Approving Interlocal Agreement for Library Services with Hall County.

#2004-314 – Approving State Bid Award for One (1) 2005 Chevy Impala for the Public Works Department from Husker Auto Group of Lincoln, Nebraska in an Amount of \$15,579.00.

#2004-311 – Approving Continuation of Street Improvement District 1255, Independence Avenue, Shanna Street and Lariat Lane. Steve Reihle, Public Works Director reported that Street Improvement District No. 1255 was created by Council on October 26, 2004 and the protest period ended November 22, 2004 with less than 50% protests filed.

Scott Jones, 4180 Arizona Avenue and Ray Harmon, 1222 Plantation Place representing Third City Christian Church spoke in opposition to paving Shanna Street.

Discussion was held by Council with regards to paving Shanna Street. Council reviewed the area to be paved.

Motion was made by Hornady, second by Pielstick to approve Resolution #2004-311. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Cornelius, second by Haase to approve the Claims for the period of November 14, 2004 through December 7, 2004, for a total amount of \$4,698,249.18. Motion adopted unanimously. Councilmember Pielstick abstained from Claim #86110.

ADJOURNMENT: The meeting was adjourned at 7:55 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, December 21, 2004

Council Session

Item G3

Approving Minutes of December 14, 2004 City Council Study Session

The Minutes of December 14, 2004 City Council Study Session are submitted for approval. See attached MINUTES.

Staff Contact: RaNae Edwards

OFFICIAL PROCEEDINGS

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

December 14, 2004

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on December 14, 2004. Notice of the meeting was given in the Grand Island Independent on December 8, 2004.

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

Mayor Communication: Mayor Vavricek commented on the following:

- Leadership Tomorrow Classes at City Hall this week
- Heartland Event Center Ground Breaking
- Acknowledging and thanking Skagway, Ron's Music, and City Singer's for donations to the Mayor's Christmas Tree Lighting
- International Visitors Council
- Well wishes and thanks for mattress sets from Slumberland to Crisis Center and Hope Harbor
- Christmas Cheer Campaign sponsored by the Grand Island Independent
- Mentioned the resignation of Bishop McNamara and welcomed new Bishop Dendinger
- Update of Police Sgt. Steve Rathman concerning accident

Discussion Concerning Boards and Committees: City Administrator Gary Greer reported that each year the City Council should review the various Boards and Committees for the following year. The following would be included in this review:

- Determine if any appointments needed to be made
- Review the effectiveness of the Boards and Committees
- Determine if new boards needed to be created
- Determine if current boards were no longer needed or beneficial
- Review any changes in Boards that may be necessary
- Make any suggestions to create stronger and more effective Boards and Committees
- Are Council liaisons needed on various Boards and Committees

City Clerk RaNae Edwards gave a demonstration of the on-line summary and explained the computerized management system.

Councilmember Walker questioned which boards were required by law. City Administrator Gary Greer stated that some were required by Ordinance or City Code. Mayor Vavricek mentioned that most of these boards were created by other Mayor's and/or City Administrator's.

Councilmember Pielstick stated she felt that there should be a representative on the Animal Advisory Board. Also mentioned was that the Senior Citizen Board should be sanctioned by the City. Discussion was held with regards to the times these boards met and the number of representatives on each board.

Several Councilmember's commented on boards they represent that have not met this year. Discussion was held with regards to Councilmember's representing boards that the City funds such as the Humane Society which there currently is no Council representative. Councilmember Cornelius recommended that the Multi-Culture Coalition and the Human Rights Commission should work together toward the goals of diversity within the City.

Liaisons versus voting members were discussed. Councilmember Pielstick explained a liaison should attend the meetings and report back to the City Council if requested. Council requested that they be notified when these meetings meet. Discussion was held with regards to posting minutes and agenda's on the web-site.

Mayor Vavricek commented on the requirements for these boards including attendance. It was the consensus of the Council that attendance should be a requirement for each board.

Cindy Johnson, President of the Chamber of Commerce explained Business Improvement District's No. 3, 4, & 5 and the Community Redevelopment Authority (CRA). Currently the Chamber of Commerce has a contract to manage these districts and the CRA. Ms. Johnson explained the effectiveness of each of these boards. Discussion was held with regards to the appointments and budgets of these boards which are approved by Council.

K. C. Hehnke representing BID #5 commented on the importance of the Council liaisons. Mentioned were the benefits of having the Chamber of Commerce managing these districts instead of the City in which personnel costs were a big item being paid to the City when the City managed these districts.

Discussion was held with regards to the CRA designations of blight and substandard areas within Grand Island.

Lee Elliott representing CRA spoke with regards to the transition between the City and the Chamber of Commerce with regards to management. Mr. Elliott and Ms. Johnson stated there was no change in the day-to-day business.

Clay Leeper, 313 West 3rd Street spoke in support to the BID District's, Boards and management changes which took place within the last year. Mike Toukan, 1808 South Locust Street thanked the Council for their support in the BID District's and commented on the improvements that had been made over the last few years. Tom O'Neill, 804 West Stolley Park Road recommended that members of these boards should be trained for these positions.

City Attorney Doug Walker explained conflict of interest issues for members of boards and how members should deal with those issues. Ms. Johnson commented on the CRA board and how they handled conflict of interest issues.

Councilmember Haase commented that she had no problem with the BID's being under the Chamber of Commerce, but that the CRA should be under the City direction because it was tax payer's money supporting that board.

Councilmember Nickerson recommended that Council create a Government Efficiency Committee which should include the County.

ADJOURNMENT: The meeting was adjourned at 9:05 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, December 21, 2004

Council Session

Item G4

Approving Councilmember Appointments to Boards and Commissions

Staff Contact: Mayor Vavricek



City of Grand Island

Tuesday, December 21, 2004

Council Session

Item G5

Approving Appointments to the Firefighters Pension Board

The Mayor has submitted the appointments of Todd Morgan, Tom Cox, and Scott Kuehl to the Firefighters Pension Committee. These committee members have been elected by their peers and require City Council approval. The appointments will become effective January 1, 2005, upon council approval, and will expire January 1, 2009. Approval is recommended.

Staff Contact: David Springer



City of Grand Island

Tuesday, December 21, 2004

Council Session

Item G6

Approving Appointments to the Police Pension Board

The Mayor has submitted the appointments of Sgt. Clyde Church, Sgt. Kerry Cole, Officer Mark Dreher, and Officer Kelly Mossman to the Police Pension Committee. These committee members have been elected by their peers and require City Council approval. The appointments will become effective January 1, 2005, upon council approval, and will expire January 1, 2009. Approval is recommended.

Staff Contact: David Springer



City of Grand Island

Tuesday, December 21, 2004

Council Session

Item G7

Approving Request of Ruff's Bar, Inc. dba Ed & Nets, 311 North Walnut Street for a Class "C" Liquor License

This item relates to the aforementioned Public Hearing Item E-3 and Consent Agenda Item G-8.

Staff Contact: RaNae Edwards



City of Grand Island

Tuesday, December 21, 2004

Council Session

Item G8

**Approving Request of Andrew Meier, 123 Meadowlark Circle,
Doniphan, Nebraska for Liquor Manager Designation for Ed &
Nets, 311 North Walnut Street**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: December 21, 2004

Subject: Request of Andrew Meier, 123 Meadowlark Circle, Doniphan, Nebraska for Liquor Manager Designation for Ed & Nets, 311 North Walnut Street

Item #'s: G-8

Presenter(s): RaNae Edwards, City Clerk

Background

Andrew Meier, 123 Meadowlark Circle, Doniphan, Nebraska has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with the Class "C-66543" Liquor License for Ed & Nets, 311 North Walnut Street. This application has been reviewed by the Police Department and City Clerk's Office.

Discussion

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all 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 Andrew Meier, 123 Meadowlark Circle, Doniphan, Nebraska for Liquor Manager Designation in conjunction with the Class "C-66543" Liquor License for Ed & Nets, 311 North Walnut Street.
2. Forward the request with no recommendation.
3. Take no action on the request.

Recommendation

City Administration recommends that the Council approve this request.

Sample Motion

Approve the request of Andrew Meier, 123 Meadowlark Circle, Doniphan, Nebraska for Liquor Manager Designation for Ed & Nets, 311 North Walnut Street.



City of Grand Island

Tuesday, December 21, 2004

Council Session

Item G9

**#2004-315 - Approving Final Plat & Subdivision Agreement for
Baxter First Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: December 21, 2004
Subject: Baxter First Subdivision - Final Plat
Item #'s: G-9
Presenter(s): Chad Nabity AICP, Regional Planning Director

Background

This subdivision proposes to create 1 lot on a parcel of land comprising of part of the SW ¼ NW ¼ 10-11-10. This subdivision consists of 3.03 acres more or less.

Discussion

This property is zoned AG-2 Secondary Agricultural. This subdivision is a 1 time split from an 80 acre tract as permitted by the regulations. Sewer is not available at this location so the development will be allowed with a septic system. City water is available to the property.

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 Wagoner to **approve** and recommend that the Grand Island City Council **approve** the final plat of Baxter First Subdivision.

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

Sample Motion

Approve the Final Plat for Baxter First Subdivision as presented.



LOCATION MAP

Capital Ave W

Monitor Rd N

Baxter 1st Sub.

Proposed
Baxter 1st Sub.

N

13th St W

RESOLUTION 2004-315

WHEREAS, Little B's Corporation, a Nebraska corporation, as owner, has caused to be laid out into a lot, a tract of land comprising a part of the Southwest Quarter of the Northwest Quarter (SW1/4, NW1/4) of Section Ten (10), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in Hall County, Nebraska, under the name of BAXTER FIRST SUBDIVISION, and has caused a plat thereof to be acknowledged by it; and

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

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

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

BE IT FURTHER RESOLVED that the final plat of BAXTER FIRST 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, December 21, 2004.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 15, 2004	☐ City Attorney



City of Grand Island

Tuesday, December 21, 2004

Council Session

Item G10

#2004-316 - Approving Final Plat and Subdivision Agreement for Fairacres Dairy Eighth Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: December 21, 2004
Subject: Fairacres Dairy Eighth Subdivision - Final Plat
Item #'s: G-10
Presenter(s): Chad Nabity AICP, Regional Planning Director

Background

This subdivision proposes to create 2 lots on a parcel of land comprising of lot 1 Fairacres Dairy Fourth Subdivision. This subdivision consists of 2.098 acres more or less. The property is located east of Shady Bend Road south of U.S. Highway 30 and is within the Grand Island City Limits.

Discussion

This property is zoned R-1 Suburban Density Residential. The front portion lot 1 is used as a single family residence. The back portion, the old dairy building, is used for pallet remanufacturing. This property has been used as a non-conforming (grandfathered) use for many years. Subdividing the property does not negatively impact the current uses. It does all the owners to sell the house and business separately. The property has sewer and water available. This subdivision meets the requirements of the Grand Island City Code for a legal subdivision.

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

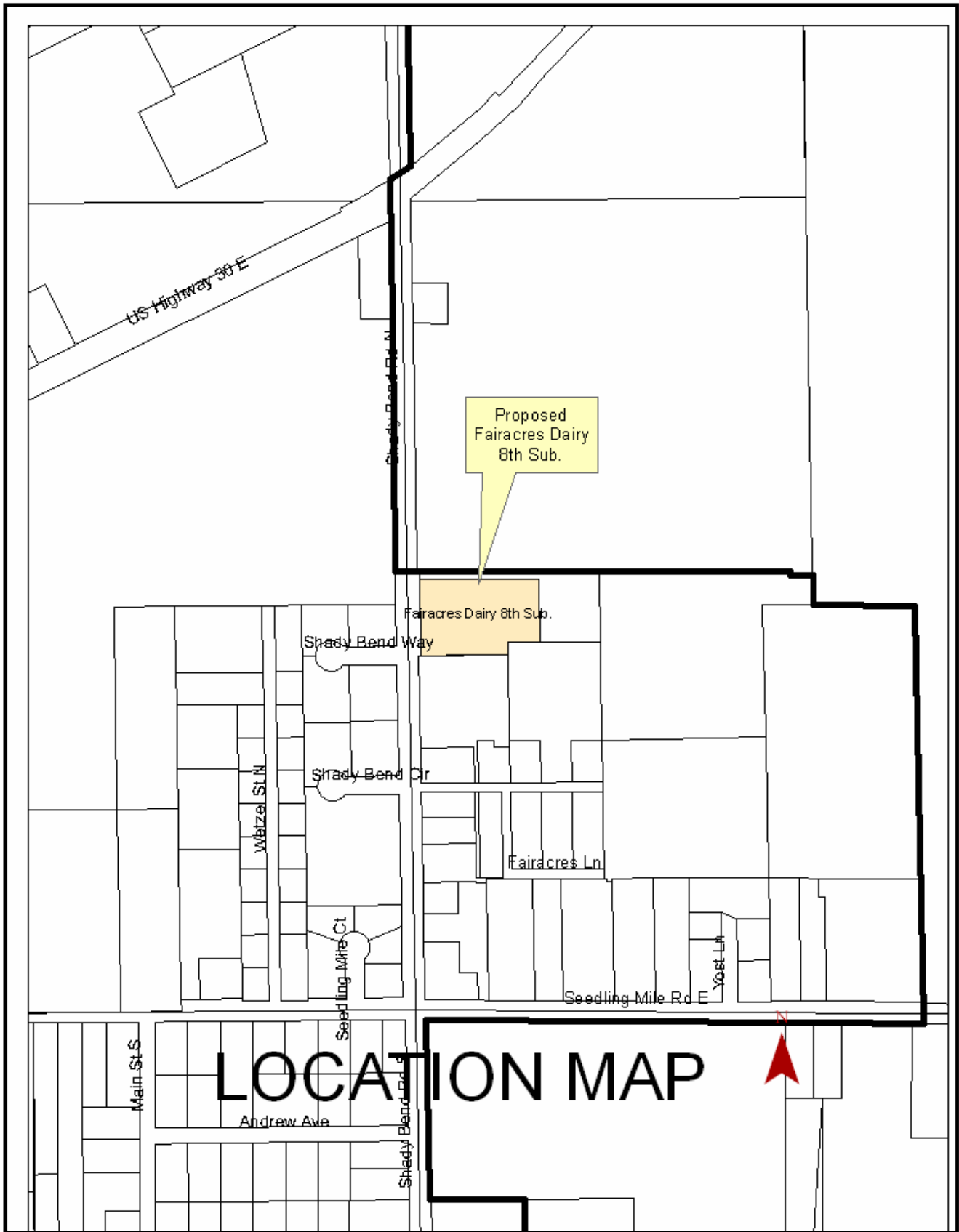
Recommendation

A motion was made by Wagoner and seconded by Miller to **approve** and recommend that the Grand Island City Council **approve** the final plat of Fairacres Dairy Eighth Subdivision.

A roll call vote was taken and the motion passed with 10 members present (Amick, Haskins, Brown, Niemann, Miller, Eriksen, Ruge, Monter, Hayes, Wagoner) voting in favor, and 1 member abstaining (O'Neill).

Sample Motion

Approve the Final Plat for Fairacres Dairy Eighth Subdivision as presented.



RESOLUTION 2004-316

WHEREAS, Kenneth A. Lancaster and Karen J. Lancaster, husband and wife, as owners, have caused to be laid out into lots, a tract of land comprising all of Lot One (1), Fairacres Dairy Fourth Subdivision in the City of Grand Island, Hall County, Nebraska, under the name of FAIRACRES DAIRY EIGHTH 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 FAIRACRES DAIRY EIGHTH 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, December 21, 2004.

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 21, 2004

Council Session

Item G11

#2004-317 - Approving Final Plat & Subdivision Agreement for Poland Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: December 21, 2004
Subject: Poland Subdivision - Final Plat
Item #'s: G-11
Presenter(s): Chad Nabity AICP, Regional Planning Director

Background

This subdivision proposes to create 1 lot on a parcel of land comprising of part of lots 3 & 4 Island & Part of the W ½ SE ¼ SW ¼ & part of the NW ¼ SE ¼ 23-11-09. This subdivision consists of 9.773 acres more or less.

Discussion

This property is zoned TA Transitional Agricultural. This subdivision is a splits a farmstead that has been in existence for more than 10 years from a parcel of 20 acres or more as permitted by the regulations. Sewer is not available at this location so the development will be allowed with a septic system. City water is also not available to the property.

Alternatives

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

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

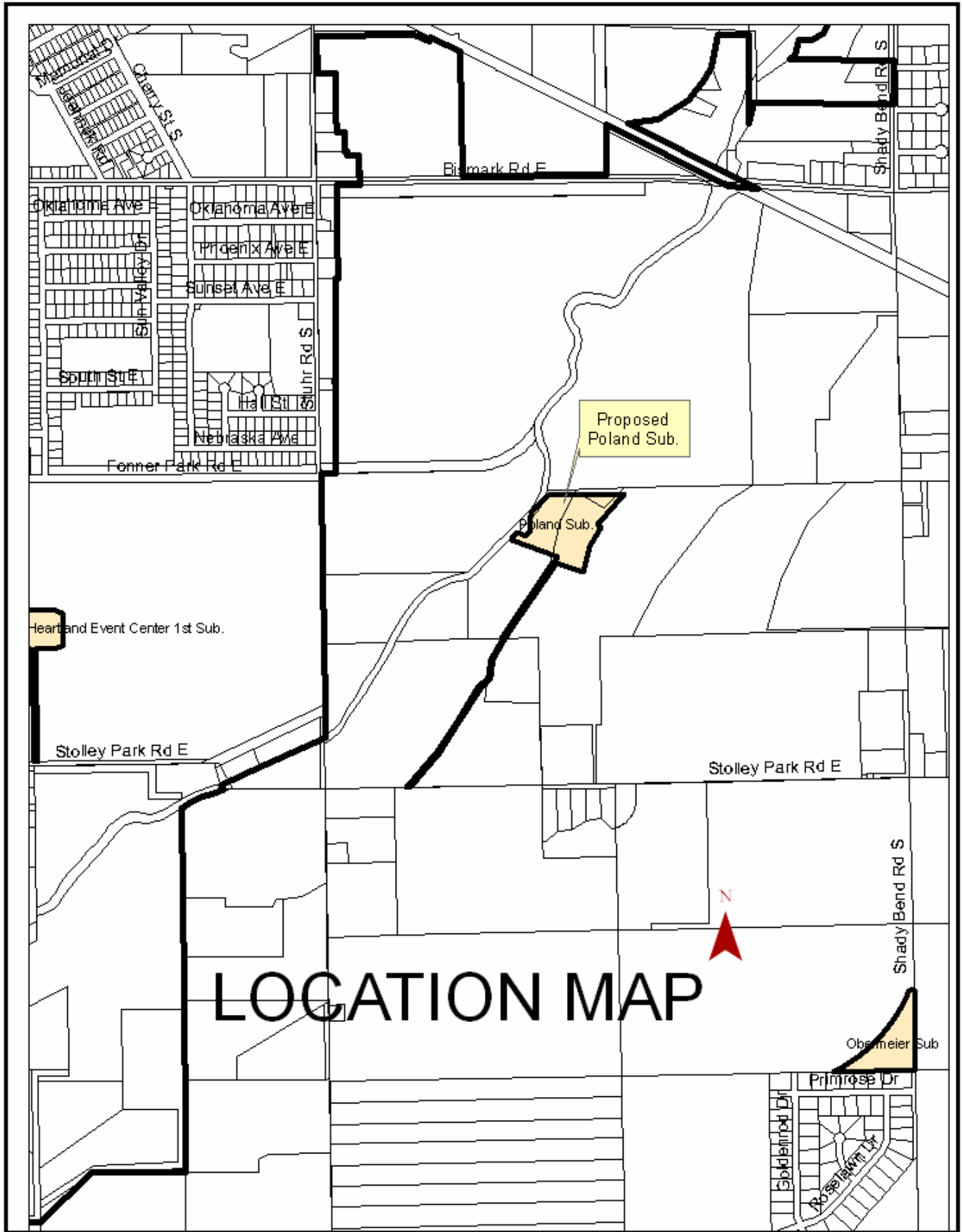
Recommendation

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

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

Sample Motion

Approve the Final Plat for Poland Subdivision as presented.



RESOLUTION 2004-317

WHEREAS, Robert K. Poland and Judith K. Poland, husband and wife, as owners, have caused to be laid out into a lot, a tract of land comprising a part of Lot Three (3) Island, a part of Lot Four (4) Island, a part of the West Half of the Southeast Quarter of the Southwest Quarter (W1/2, SE1/4, SW1/4) and a part of the Northwest Quarter of the Southeast Quarter (NW1/4, SE1/4), all in Section Twenty Three (23), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. in Hall County, Nebraska, under the name of POLAND 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 POLAND 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, December 21, 2004.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 15, 2004	☐ City Attorney



City of Grand Island

Tuesday, December 21, 2004

Council Session

Item G12

#2004-318 - Approving Bid Award for Plant Data Acquisition System, Utilities Department

Staff Contact: Gary R. Mader;Dale Shotkoski

Council Agenda Memo

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

Meeting: December 21, 2004

Subject: Bid Award - Plant Data Acquisition System – Platte
Generating Station

Item #'s: G-12

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

Background

The Distributed Control System (DCS) at the Platte Generating Station is used for control and monitoring of plant equipment and operations, including acquisition and archiving of operational data for analysis and record reporting. The portion of the system used for archiving data utilizes 1995 technology and hardware which are obsolete and no longer supported by manufacturers. In order to replace the obsolete system, plant personnel developed bid specifications for a new Plant Data Acquisition System. The system is based on OSISoft's Process Information (PI) software. Using readily available computer hardware, the PI software provides instantaneous retrieval of any data collected by the system. The proposed system interfaces with the plant DCS and is capable of more efficient data storage at higher sample rates than the current system. The package includes software tools for data analysis and display and is easily expandable. The bid specifications include furnishing and installing this system.

Bid packages conforming to the City's purchasing policies were sent to four vendors.

Discussion

The specifications were advertised in accordance with the City Purchasing Code and bids were publicly opened on December 14, 2005. One bid was received. The engineer's estimate for this project was \$ 51,440.00.

<u>Bidder</u>	<u>Bid price</u>
Rovisys Company, Aurora, OH	\$49,809

The bid was reviewed for conformance with the specifications and found to be compliant.

References were checked and other power plants using this system were contacted. Reports of system performance were positive.

Alternatives

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

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

Recommendation

The Utilities Department recommends that the Council approve the purchase and installation of the Plant Data Acquisition System from Rovisys for \$49,809, plus sales tax.

Sample Motion

Approve the Resolution for the award of the Plant Data Acquisition System to Rovisys of Aurora, Ohio.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: December 13, 2004 at 11:00 a.m.
FOR: Plant Data Acquisition System
DEPARTMENT: Utilities
ESTIMATE: \$51,440.00
FUND/ACCOUNT: E520
PUBLICATION DATE: December 5, 2004
NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder: Rovisys
Aurora, OH
Bid Security: Cashier's Check
Exceptions: Noted
Bid Price: \$52,548.50 (Includes Sales Tax)

cc: Gary Mader, Utilities Director
Pat Gericke, Utilities Admin Sec.
Dale Shotkoski, Purchasing Agent

Bob Smith, Assistant Utilities Director
Gary Greer, City Administrator
Laura Berthelsen, Legal Assistant

RESOLUTION 2004-318

WHEREAS, the City of Grand Island invited sealed bids for Plant Data Acquisition System, according to plans and specifications on file at the Platte Generating Station; and

WHEREAS, on December 13, 2004, one bid was received, opened and reviewed; and

WHEREAS, Rovisys of Aurora, Ohio, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$49,809 plus tax.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Rovisys of Aurora, Ohio, in the amount of \$49,809 plus tax for plant data acquisition system is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute any software License Agreements pertaining to this system.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 21, 2004.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 15, 2004	☐ City Attorney



City of Grand Island

Tuesday, December 21, 2004

Council Session

Item G13

**#2004-319 - Approving Acquisition of Utility Easement - Northeast
Corner of Gregory Avenue and Shady Bend Road - Widdifield**

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

Staff Contact: Gary R. Mader

RESOLUTION 2004-319

WHEREAS, a public utility easement is required by the City of Grand Island, from Robert Widdifield and Lynn E. Flint Widdifield, husband and wife, to install, upgrade, maintain, and repair public utilities and appurtenances; and

WHEREAS, a public hearing was held on December 21, 2004, for the purpose of discussing the proposed acquisition of an easement and right-of-way through a part of Lot Two (2), Garden Second Subdivision located in the city of Grand Island, Hall County, Nebraska, the centerline of the twenty (20.0) foot wide easement and right-of-way being more particularly described as follows:

Commencing at the southwest corner of Lot Two (2) Garden Second Subdivision; thence northerly along the westerly line of Lot Two (2) said Garden Second Subdivision, a distance of One Hundred Ten and Forty Two Hundredths (110.42) feet to the ACTUAL point of beginning; thence deflecting right 63°23'18" northeasterly, a distance of One Hundred Ten and Nineteen Hundredths (110.19) feet; thence deflecting left 52°34'46" northeasterly, a distance of Fifty (50.0) feet. The sidelines of the above described tract shall be prolonged or shortened, as required, to terminate on the boundary of Grantor's property.

The above-described easement and right-of-way containing 0.07 acres, more or less, as shown on the plat dated December 10, 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 Robert Widdifield and Lynn E. Flint Widdifield, husband and wife, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 21, 2004.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 15, 2004	☐ City Attorney



City of Grand Island

Tuesday, December 21, 2004

Council Session

Item G14

**#2004-320 - Approving Acquisition of Property Located at 1613
West Division Street (Old Wasmer School Property)**

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

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

R E S O L U T I O N 2004-320

WHEREAS, the City of Grand Island's One and Six Year Street Improvement Plan includes the widening of 2nd Street, from Grant Street to Greenwich Street; and

WHEREAS, storm water drainage issues along 2nd Street require a detention cell or other means to accommodate storm water from 2nd Street; and

WHEREAS, a detention cell was determined to be the most cost effective method to resolve such storm water drainage issues; and

WHEREAS, the property at 1613 W. Division Street, the former Wasmer Elementary School property, has been determined to be an ideal site for a detention cell for such storm water drainage; and

WHEREAS, the City of Grand Island was the sole bidder for the former Wasmer Elementary School property, having submitted a bid for such property in the amount of \$180,100; and

WHEREAS, at its December 9, 2004 meeting, the Grand Island School Board voted to approve the conveyance of property to the City of Grand Island; and

WHEREAS, a public hearing was held on December 21, 2004, for the purpose of discussing the proposed acquisition of real estate comprising all of Block Twelve (12), Charles Wasmer's Addition to the city of Grand Island, Hall County, Nebraska; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island is hereby authorized to acquire all of Block Twelve (12), Charles Wasmer's Addition to the City of Grand Island, Hall County, Nebraska from the School District of Grand Island for the amount of \$180,100 to convert such property into a detention cell.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 21, 2004.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 15, 2004	☐ City Attorney



City of Grand Island

Tuesday, December 21, 2004

Council Session

Item G15

#2004-321 - Approving Revisions to the Employee Handbook

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director
Meeting: December 21, 2004
Subject: Update to Employee Handbook
Item #'s: G-15
Presenter(s): Brenda Sutherland

Background

The employee handbook was revised in January 2002. Since then there has been one addendum to the handbook that was effective October 6, 2003. This addendum was passed as Resolution 2003-247. The majority of the changes made at that time were housekeeping changes with the exception of one major policy change which was how the City recognized hours worked for the purpose of calculating overtime.

Discussion

The changes that are being presented by administration at this time are both housekeeping and policy changes. The following areas are being recommended for consideration as changes to the current Employee Handbook;

- 1.) Under the section called SCOPE, administration recommends deleting "Community Projects Department" under the departments that are listed as Community Projects is now a division under the Regional Planning Department. Other recommended changes would be to change the City Administrator's Office to *Administration* and the City Attorney's Office to *Legal Department* and to remove the Grand Island/Hall County Health Department as they are now separate and do not fall under the City personnel rules.
- 2.) Administration would like to expand its current harassment policy under the section SEXUAL AND OTHER UNLAWFUL HARASSMENT. The recommendation is to expand the language that deals with retaliation to read as follows; *Retaliation against someone that makes a complaint of harassment is strictly forbidden. An employee that feels that they have been retaliated against for coming forward with a complaint should make their supervisor and the Human Resources office aware of it immediately. Should the Human Resources*

Director be unable to handle the complaint, it should be forwarded to the Legal Department.

- 3.) Under the section WORKER'S COMPENSATION the recommendation is to add the following language; *The City may provide light duty work when possible for a defined period of time for employees that are injured due to a work related situation.*
- 4.) Administration recommends adding what is referred to as a "Safe Harbor" clause to the handbook. It would be under the section COMPENSATION. It would read as follows; *The City uses a payroll cycle that that runs bi-weekly (every two weeks). Any employee that identifies a mistake in their paycheck should contact their supervisor and/or the Human Resources Specialist so that it is brought to their attention for correction. The City makes every effort to correctly process its payroll and prohibits improper deductions. Any such errors will be corrected as they are identified.*
- 5.) The Emergency Management Center has identified a need to expand its residency requirements. The recommended change would be to require employees within this department to reside within a *twenty-five mile radius* of the City of Grand Island. Currently, employees in the department are required to live within the two mile zoning jurisdiction. The current policy is the most restrictive within the different departments and labor contracts. Administration feels that the change would enhance recruiting for this department.
- 6.) Administration is recommending a change in the following two categories – PAID HOLIDAYS and PERSONAL LEAVE DAYS. Administration believes that to better serve the Citizens of Grand Island, that City Hall should remain open on the Arbor Day holiday. Currently Arbor Day is a holiday that is taken by City employees thus closing City Hall. It is recommended that the City do away with Arbor Day and instead give employees an additional annual personal leave day to use instead. This allows our City government offices to be open and also keeps the City in alignment with comparability. The language that would be added under the section PERSONAL LEAVE DAYS would read as follows; *In addition to two personal leave days, the City will provide one annual personal leave day that will be granted at the beginning of the calendar year and must be used by the end of the calendar year. Annual personal leave may not be taken in less than one hour increments.*
- 7.) Under the section DRESS CODE it is recommended that the words *for Cause* be deleted as Fridays are recognized as just a Casual Day.
- 8.) Administration recommends that the tuition reimbursement policy be updated. Currently the policy allows for reimbursement if budget authority exists for base tuition only at Central Community College or University of Nebraska at Kearney rates. In today's world of online education and the lack of presence of

UNK in Grand Island, it is recommended that the current policy be amended as follows; *Reimbursement will be allowed for books and other fees* (this is the policy in the FOP contract). The annual reimbursement that an employee might be eligible if there is budget authority in their department's budget would be as follows; *Less than two years of service: \$600, Two to five years of service: \$1000 and Over five years of service: No limitations.* The current policy requires an employee to be employed at the City for ten years before they reach the no limitations level for reimbursement. It also reimburses at lower amounts for the first three tiers. The current reimbursement rates are \$300, \$600, \$2000 and unlimited. This recommendation would shorten the process and make more funds available a little earlier than they currently are. Administration believes that an educated workforce only benefits the citizens that are served by City Hall. Thus not having to wait as long to finish their education if so desired is a win – win for everyone. Again, there has to be budget authority for tuition reimbursement to be paid out and that is approved by Council every year through the budget process.

- 9.) It is also recommended that vacation and sick leave may be used in half hour increments as opposed to the full hour increment policy that is currently in place. It seems counterproductive to have folks stay away from work longer than they need to because of the hour increment rule. The payroll system will handle this change.
- 10) Lastly, administration recommends adding language in the Employee Handbook for call-back pay. This would provide appropriate compensation for those employees that get called in on the weekend or at night. The proposed language for this would be as follows; *An employee that is called into work from their home will be eligible to receive compensation at the rate of time-and-a-half for the actual hours that they are engaging in work.* This does not cover someone who is asked to stay longer than their normal shift or is an exempt employee. Those hours would be counted towards their hours worked for the week when computing overtime.

Alternatives

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

1. Move to approve the recommended changes to the Employee Handbook effective January 1, 2005.
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the recommended changes to the Employee Handbook effective January 1, 2005.

Sample Motion

Motion to approve recommended changes to the Employee Handbook effective January 1, 2005.

R E S O L U T I O N 2004-321

WHEREAS, on November 6, 2001, by Resolution 3001-314, the City Council of the City of Grand Island approved and adopted the Employee Handbook for the City of Grand Island; and

WHEREAS, it is necessary to amend such Employee Handbook pertaining to various housekeeping issues and policy changes; and

WHEREAS, the proposed amendments are attached hereto as Exhibit "A"; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the amendments to the Employee Handbook identified on Exhibit "A" attached hereto are hereby approved and adopted effective January 1, 2005.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 21, 2004.

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
December 16, 2004 ☐ City Attorney

Proposed Amendments to Employee Handbook

- 1.) Under the section called SCOPE, administration recommends deleting “Community Projects Department” under the departments that are listed as Community Projects is now a division under the Regional Planning Department. Other recommended changes would be to change the City Administrator’s Office to *Administration* and the City Attorney’s Office to *Legal Department* and to remove the Grand Island/Hall County Health Department as they are now separate and do not fall under the City personnel rules.
- 2.) Administration would like to expand its current harassment policy under the section SEXUAL AND OTHER UNLAWFUL HARASSMENT. The recommendation is to expand the language that deals with retaliation to read as follows; *Retaliation against someone that makes a complaint of harassment is strictly forbidden. An employee that feels that they have been retaliated against for coming forward with a complaint should make their supervisor and the Human Resources office aware of it immediately. Should the Human Resources Director be unable to handle the complaint, it should be forwarded to the Legal Department.*
- 3.) Under the section WORKER’S COMPENSATION the recommendation is to add the following language; *The City may provide light duty work when possible for a defined period of time for employees that are injured due to a work related situation.*
- 4.) Administration recommends adding what is referred to as a “Safe Harbor” clause to the handbook. It would be under the section COMPENSATION. It would read as follows; *The City uses a payroll cycle that that runs bi-weekly (every two weeks). Any employee that identifies a mistake in their paycheck should contact their supervisor and/or the Human Resources Specialist so that it is brought to their attention for correction. The City makes every effort to correctly process its payroll and prohibits improper deductions. Any such errors will be corrected as they are identified.*
- 5.) The Emergency Management Center has identified a need to expand its residency requirements. The recommended change would be to require employees within this department to reside within a *twenty-five mile radius* of the City of Grand Island. Currently, employees in the department are required to live within the two mile zoning jurisdiction. The current policy is the most restrictive within the different departments and labor contracts. Administration feels that the change would enhance recruiting for this department.
- 6.) Administration is recommending a change in the following two categories – PAID HOLIDAYS and PERSONAL LEAVE DAYS. Administration feels that to better serve the Citizens of Grand Island, that City Hall should remain open on the Arbor Day holiday. Currently Arbor Day is a holiday that is taken by City employees thus closing City Hall. It is recommended that the City do away with Arbor Day and instead give employees an additional annual personal leave day to use instead. This allows our City

government offices to be open and also keeps the City in alignment with comparability. The language that would be added under the section PERSONAL LEAVE DAYS would read as follows; *In addition to two personal leave days, the City will provide one annual personal leave day that will be granted at the beginning of the calendar year and must be used by the end of the calendar year. Annual personal leave may not be taken in less than one hour increments.*

- 7.) Under the section DRESS CODE it is recommended that the words *for Cause* be deleted as Fridays are recognized as just a Casual Day.
- 8.) Administration recommends that the tuition reimbursement policy be updated. Currently the policy allows for reimbursement if budget authority exists for base tuition only at Central Community College or University of Nebraska at Kearney rates. In today's world of online education and the lack of presence of UNK in Grand Island, it is recommended that the current policy be amended as follows; *Reimbursement will be allowed for books and other fees* (this is the policy in the FOP contract). The annual reimbursement that an employee might be eligible if there is budget authority in their department's budget would be as follows; *Less than two years of service: \$600, Two to five years of service: \$1000 and Over five years of service: No limitations.* The current policy requires an employee to be employed at the City for ten years before they reach the no limitations level for reimbursement. It also reimburses at lower amounts for the first three tiers. The current reimbursement rates are \$300, \$600, \$2000 and unlimited. This recommendation would shorten the process and make more funds available a little earlier than they currently are. Administration feels that an educated workforce only benefits the citizens that are served by City Hall. Thus not having to wait as long to finish their education if so desired is a win – win for everyone. Again, there has to be budget authority for tuition reimbursement to be paid out and that is approved by Council every year through the budget process.
- 9.) It is also recommended that vacation and sick leave may be used in half hour increments as opposed to the full hour increment policy that is currently in place. It seems counterproductive to have folks stay away from work longer than they need to because of the hour increment rule. The payroll system will handle this change.
- 10) Lastly, administration recommends adding language in the Employee Handbook for call-back pay. This would provide appropriate compensation for those employees that get called in on the weekend or at night. The proposed language for this would be as follows; *An employee that is called into work from their home will be eligible to receive compensation at the rate of time-and-a-half for the actual hours that they are engaging in work.* This does not cover someone who is asked to stay longer than their normal shift or is an exempt employee. Those hours would be counted towards their hours worked for the week when computing overtime.



City of Grand Island

Tuesday, December 21, 2004

Council Session

Item G16

**#2004-322 - Approving Change Order #2 for the Grand
Generation Center Addition and Renovation**

Staff Contact: Jerenne Garroutte

Council Agenda Memo

From: Jerenne Garrouette, Community Development
Meeting: December 21, 2004
Subject: Grand Generation Center Change Order #2
Item #'s: G-16
Presenter(s): Jerenne Garrouette, Community Development

Background

The City of Grand Island is the owner of record of the building occupied by the Senior Citizen Industries, Inc. which is located at 304 East 3rd Street, here in Grand Island. The City recently awarded a contract in the amount of \$615,985.00 to Starostka Group Unlimited for the expansion and renovation of the Center. The City received a Community Development Block grant in the amount of \$350,000 to assist in this expansion and renovation. At the October 26, 2004 meeting of the City Council, Change Order #1 was approved in the amount of \$17,524.25 for removal of miscellaneous debris found under the footings during the redigging for the laying of the foundation. Change order #2 has been submitted decreasing the amount of the contract by \$29,992.00 for the deduction of the Fire Sprinkler system that was originally bid on the contract with Starostka Group which is being paid for with other funds not in the grant and a request for a 45 day time extension for completion. At the regularly scheduled monthly Board Meeting for the Senior Citizen Industries, Inc. Board, held December 8, 2004, a motion was made and approved to extend the contract for 45 days and to approve the \$29,992.00 contract deduction.

Discussion

As the building is owned by the City and the original contract was signed by the City, Change Order #2 is being submitted to the City for their approval.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Change Order #2.

Sample Motion

Motion to approve Change Order #2 to the contract with Starostka Group Unlimited on the expansion and renovation of the Senior Citizens Industries, Inc.

R E S O L U T I O N 2004-322

WHEREAS, on July 13, 2004, by Resolution 2004-166, the City of Grand Island awarded the bid for the addition and renovation of the Grand Generation Center at 304 East Third Street to Starostka Group, Inc. of Grand Island, Nebraska; and

WHEREAS, on October 26, 2004, by Resolution 2004-274, the City of Grand Island approved Change Order No. 1 for such project to authorize the removal of miscellaneous debris found under the footings; and

WHEREAS, due to the extra time needed to complete Change Order No. 1, it is necessary to extend the base bid contract completion date 45 days to February 26, 2005; and

WHEREAS, it has been suggested that the cost of the fire sprinkler system be transferred to a separate contract for this renovation and expansion project; and

WHEREAS, Change Order No. 2 decreases the contract price by \$29,992.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 2 between the City of Grand Island and Starostka Group, Inc. of Grand Island, Nebraska, to extend the base bid contract completion date to February 26, 2005, and to transfer the costs of the fire sprinkler system to a separate contract for this expansion and renovation project.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 21, 2004.

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 21, 2004

Council Session

Item G17

#2004-323 - Approving Contract for Design for Public Safety Facility

Staff Contact: Kyle Hetrick

Council Agenda Memo

From: Kyle L. Hetrick, Chief of Police

Meeting: December 21, 2004

Subject: Contract Approval for Design Services Police/Sheriff Facility.

Item #'s: G-17

Presenter(s): Kyle L. Hetrick, Chief of Police

Background

The Police/Sheriff Law Enforcement Facility planning committee consists 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 for design services, on November 5, 2004 the committee interviewed three highly capable architectural firms. The committee recommended Wilson Estes of Mission, Kansas to move forward with the design services phase.

Discussion

Professional references from previous law enforcement projects from Kearney, Hastings, Papillion, and others came back with glowing recommendations for the Wilson Estes firm. A cost estimate provided by Wilson Estes to provide design services was the low estimate out of the three firms that were interviewed on November 5, 2004. The original estimated cost for the design phase that was derived from the Needs Study was \$580,000 plus reimbursable expenses, which normally run about \$25,000. When Wilson Estes sent us the first version of their contract they had dropped their fee to \$550,000 plus reimbursable expenses. Dale Shotkoski and Captain Robert Falldorf were able to negotiate a lower fee with James Estes of \$490,000 plus reimbursable expenses, which was the final agreed upon amount and the amount that will be listed in the contract. The scope of services on the design phase will include: 1. Schematic Design Phase; 2. Design Development Phase; 3. Construction Document Phase; 4. Bidding Phase; 5. Construction Phase; 6. 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 design services phase for the combined Police/Sheriffs law enforcement facility.
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the design services contract with the architectural firm of Wilson Estes.

Sample Motion

Approve the services contract with the architectural firm of Wilson Estes Police Architects of Mission, Kansas for the design phase for the combined Police/Sheriff law enforcement facility in the amount of \$490,000 plus reimbursable expenses (estimated at approximately \$25,000).



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
ARCHITECTURAL DESIGN SERVICES
COMBINED NEW POLICE/SHERIFF'S
HEADQUARTERS FACILITY**

RFP DUE DATE: October 14, 2004 at 5:00 p.m.
DEPARTMENT: Police
PUBLICATION DATE: September 24, 2004
NO. POTENTIAL BIDDERS: 5

SUMMARY OF PROPOSALS RECEIVED

Wilson Estes Police Architects
Mission, KS

DLR Group
Omaha, NE

Cannon Moss Brygger & Associates
Grand Island, NE

RDG
Omaha, NE

cc: Kyle Hetrick, Police Chief
Gary Greer, City Administrator
Dale Shotkoski, Purchasing Agent

Robert Falldorf, Police Captain
David Springer, Finance Director
Laura Berthelsen, Legal Assistant



AIA[®]

Document B141™ – 1997 Part 1

Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services

TABLE OF ARTICLES

- 1.1 INITIAL INFORMATION
- 1.2 RESPONSIBILITIES OF THE PARTIES
- 1.3 TERMS AND CONDITIONS
- 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS
- 1.5 COMPENSATION

AGREEMENT made as of the Twenty-first day of December in the year Two Thousand and Four
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

City of Grand Island
 131 S. Locust
 Grand Island, Nebraska 68801

and the Architect:
(Name, address and other information)

Wilson Estes Police Architects, PA
 5799 Broadmoor, Suite 520
 Mission, Kansas 66202

For the following Project:
(Include detailed description of Project)

Grand Island Law Enforcement Center
 Grand Island, Nebraska
 Design and construction administration services for a Law Enforcement Center housing the Grand Island Police; Hall County Sheriffs Department.

The Owner and Architect agree as follows:

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 1.1 INITIAL INFORMATION

§ 1.1.1 This Agreement is based on the following information and assumptions.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.2 PROJECT PARAMETERS

§ 1.1.2.1 The objective or use is:

(Identify or describe, if appropriate, proposed use or goals.)

A city owned facility to support operations for all divisions of the Grand Island Police Department, and Hall County Sheriff's Department.

§ 1.1.2.2 The physical parameters are:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)

A new building of approximately 41,000 square feet.

§ 1.1.2.3 The Owner's Program is:

(Identify documentation or state the manner in which the program will be developed.)

The approved Need Assessment dated September 21, 2004, excluding indicated programmed space for Communications and EOC.

§ 1.1.2.4 The legal parameters are:

(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)

To be determined at a later date. The Owner provided survey shall provide the Architect with the legal description of the site.

§ 1.1.2.5 The financial parameters are as follows.

1. Amount of the Owner's overall budget for the Project, including the Architect's compensation, is:
\$7,705,763

2. Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is:
\$7,215,763

§ 1.1.2.6 The time parameters are:

(Identify, if appropriate, milestone dates, durations or fast track scheduling.)

To be determined.

§ 1.1.2.7 The proposed procurement or delivery method for the Project is:

(Identify method such as competitive bid, negotiated contract, or construction management.)

Competitive bid or Construction Management.

§ 1.1.2.8 Other parameters are:

(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)

Phones and data cabling, CCTV cabling and systems hardware, security and access control cabling and hardware.

High density storage systems, landscaping, and Civil Engineering required for normal site development within the - undetermined, at the time of this agreement - project boundary lines.

§ 1.1.3 PROJECT TEAM

§ 1.1.3.1 The Owner's Designated Representative is:

(List name, address and other information.)

Robert Falldorf
131 S. Locust
Grand Island, Nebraska 68801

§1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:
(List name, address and other information.)

Dale Shotkoski
Assistant City Attorney
100 East First Street
Grand Island, NE 68801

§1.1.3.3 The Owner's other consultants and contractors are:
(List discipline and, if known, identify them by name and address.)

Unknown at contract execution. Consultants anticipated are Land Surveyor, Geotechnical, and Construction Testing Services.

§1.1.3.4 The Architect's Designated Representative is:
(List name, address and other information.)

James Estes
5799 Broadmoor, Suite 520
Mission, Kansas 66202

§1.1.3.5 The consultants retained at the Architect's expense are:
(List discipline and, if known, identify them by name and address.)

Gibbens Drake Scott / Mechanical Engineering
A.T. Renczarski & Co. / Structural Engineering
Civil Engineer to be determined

§ 1.1.4 Other important initial information is:

§ 1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction may be the edition of AIA Document A201 current as of the date of this Agreement.

§1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Section 1.3.3.

ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

§1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

§ 1.2.2 OWNER

§ 1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 1.2.2.2 The Owner shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. The Owner shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope and quality.

§ 1.2.2.3 The Owner's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or the Owner's Designated 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.

§ 1.2.2.4 The Owner may furnish the services of consultants other than those designated in Section 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project.

§ 1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 1.2.3 ARCHITECT

§ 1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

§ 1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 1.2.3.3 The Architect's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

§ 1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

§ 1.2.3.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

§ 1.2.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

ARTICLE 1.3 TERMS AND CONDITIONS

§ 1.3.1 COST OF THE WORK

§ 1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

§ 1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

§ 1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

§ 1.3.2 INSTRUMENTS OF SERVICE

§ 1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

§ 1.3.2.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

§ 1.3.2.3 Except for the licenses granted in Section 1.3.2.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 1.3.2.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

(Paragraph deleted)

§ 1.3.3 CHANGE IN SERVICES

§ 1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Section 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Section 1.5.2, and to any Reimbursable Expenses described in Section 1.3.9.2 and Section 1.5.5.

§ 1.3.3.2 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

1. change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service;
2. enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;
3. decisions of the Owner not rendered in a timely manner;
4. significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
5. failure of performance on the part of the Owner or the Owner's consultants or contractors;
6. preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;
7. change in the information contained in Article 1.1.

(Paragraphs deleted)

§ 1.3.7 MISCELLANEOUS PROVISIONS

§ 1.3.7.1 This Agreement shall be governed by the law of the State of Nebraska

§ 1.3.7.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

§ 1.3.7.3 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 statutes of limitations shall commence to run in accordance with the law of the State of Nebraska.

§ 1.3.7.4 To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 1.3.7.5 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.

§ 1.3.7.6 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 or toxic substances in any form at the Project site.

§ 1.3.7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 1.3.7.8 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 1.3.7.9 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 the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

§ 1.3.8 TERMINATION OR SUSPENSION

§ 1.3.8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services due to non-payment, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. 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. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 1.3.8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 1.3.8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 1.3.8.4 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.

§ 1.3.8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 1.3.8.6 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 1.3.8.7.

§ 1.3.8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect which shall be deemed to be ten percent of the remaining balance of the Agreements between the Parties, for the value of services not performed at the time of termination, and not to exceed \$25,000

§ 1.3.9 PAYMENTS TO THE ARCHITECT

§ 1.3.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services. No deductions shall be made from the Architect's

compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

1.3.9.1.1 Invoicing shall be determined in accordance with the percentage of work completed each month. Progress payments for Basic Services in each phase shall be as follows:

Schematic Design Phase	Fifteen percent (15%)
Design Development Phase	Twenty percent (20%)
Construction Document Phase	Forty percent (40%)
Bidding Phase	Five percent (5%)
Construction Phase	Twenty percent (20%)

§ 1.3.9.2 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

1. transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
2. fees paid for securing approval of authorities having jurisdiction over the Project;
3. reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
4. expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
5. renderings, models and mock-ups requested by the Owner;
6. expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;

(Paragraphs deleted)

§ 1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

§ 1.3.9.4 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, employee retirement plans and similar contributions.

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

§ 1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and the 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. This Agreement comprises the documents listed below.

§ 1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997.

§ 1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997, or as follows:

(List other documents, if any, delineating Architect's scope of services.)

Not Applicable

§ 1.4.1.3 Other documents as follows:

(List other documents, if any, forming part of the Agreement.)

Not Applicable

§ 1.4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

1.4.2.1 In addition to building design and normal site development, the Architect shall provide planning services to accommodate the parameters identified in Article 1.1.2.8.

1.4.2.2 Preparation of specifications - for furnishings other than high density storage systems, and equipment other than that built in to support the building - for the purposes of obtaining bids are not provided under this agreement.

1.4.2.3 Architects shall maintain the insurance amounts specified in the original request for proposal, generally stated as follows, and shall provide to the Owner copies of said insurance:

Professional Liability	\$1,000,000;
Commercial Liability, including Automobile:	\$1,000,000;
Workers Compensation	Statutory

ARTICLE 1.5 COMPENSATION

§1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

A fixed fee of Four-hundred ninety-thousand dollars (\$490,000).

§1.5.2 If the services of the Architect are changed as described in Section 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Section 1.5.2, in an equitable manner.

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)

The basis of compensation will be equitably determined by mutual agreement between the Owner and Architect at the time of any change in services. The basis shall be the value of the work multiplied by sevenpercent or hourly at the rates listed below:

Principals	\$125.00
Project Manager	\$ 90.00
Project Architect	\$ 75.00
Technical Staff	\$ 45.00

§1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of One and one-tenth (1.10) times the amounts billed to the Architect for such services.

§1.5.4 For Reimbursable Expenses as described in Section 1.3.9.2, and any other items included in Section 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of One (1.00) times the expenses incurred by the Architect, and the Architect's employees and consultants.

(Paragraph deleted)

§ 1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

§1.5.7 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

§ 1.5.8 Payments are due and payable Forty (40) days from the date of the Architect s invoice. Amounts unpaid Forty -one (41) 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 requirements such as written disclosures or waivers.)

§ 1.5.9 If the services covered by this Agreement have not been completed within Thirty (30) months of the date hereof, through no fault of the Architect, extension of the Architect s services beyond that time shall be compensated as provided in Section 1.5.2.

(Paragraphs deleted)



AIA[®] Document B141[™] – 1997 Part 2

Standard Form of Architect's Services: Design and Contract Administration

TABLE OF ARTICLES

- 2.1 PROJECT ADMINISTRATION SERVICES
- 2.2 SUPPORTING SERVICES
- 2.3 EVALUATION AND PLANNING SERVICES
- 2.4 DESIGN SERVICES
- 2.5 CONSTRUCTION PROCUREMENT SERVICES
- 2.6 CONTRACT ADMINISTRATION SERVICES
- 2.7 FACILITY OPERATION SERVICES
- 2.8 SCHEDULE OF SERVICES
- 2.9 MODIFICATIONS

ARTICLE 2.1 PROJECT ADMINISTRATION SERVICES

§ 2.1.1 The Architect shall manage the Architect's services and administer the Project. The Architect shall consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

§ 2.1.2 When Project requirements have been sufficiently identified, the Architect shall prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the Owner, design services furnished by the Architect, completion of documentation provided by the Architect, commencement of construction and Substantial Completion of the Work.

§ 2.1.3 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

§ 2.1.4 Upon request of the Owner, the Architect shall make a presentation to explain the design of the Project to representatives of the Owner.

§ 2.1.5 The Architect shall submit design documents to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner in the further development of the design.

§ 2.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

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.

§ 2.1.7 EVALUATION OF BUDGET AND COST OF THE WORK

§ 2.1.7.1 When the Project requirements have been sufficiently identified, the Architect shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 2.1.7.2 Evaluations of the Owner's budget for the Project, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 2.1.7.3 In preparing estimates of the Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly.

§ 2.1.7.4 If bidding or negotiation has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

§ 2.1.7.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

1. give written approval of an increase in the budget for the Cost of the Work;
2. authorize rebidding or renegotiating of the Project within a reasonable time;
3. terminate in accordance with Section 1.3.8.5; or
4. cooperate in revising the Project scope and quality as required to reduce the Cost of the Work.

§ 2.1.7.6 If the Owner chooses to proceed under Section 2.1.7.5.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the budget for the Cost of the Work. The modification of such documents shall be the limit of the Architect's responsibility under this Section 2.1.7. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not construction is commenced.

ARTICLE 2.2 SUPPORTING SERVICES

§ 2.2.1 Unless specifically designated in Section 2.8.3, the services in this Article 2.2 shall be provided by the Owner or the Owner's consultants and contractors.

§ 2.2.1.1 The Need Assessment dated September 21, 2004, excluding programmed space for Communications and EOC, establishes the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.

§ 2.2.1.2 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and

information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 2.2.1.3 The Owner shall furnish services of geotechnical engineers which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

ARTICLE 2.3 EVALUATION AND PLANNING SERVICES

§ 2.3.1 The Architect shall provide a preliminary evaluation of the information furnished by the Owner under this Agreement, including the Owner's program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The Architect shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the Owner of any other information or consultant services that may be reasonably needed for the Project.

§ 2.3.2 The Architect shall provide a preliminary evaluation of the Owner's site for the Project based on the information provided by the Owner of site conditions, and the Owner's program, schedule and budget for the Cost of the Work.

§ 2.3.3 The Architect shall review the Owner's proposed method of contracting for construction services and shall notify the Owner of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.

ARTICLE 2.4 DESIGN SERVICES

§ 2.4.1 The Architect's design services shall include normal structural, mechanical and electrical engineering services.

§ 2.4.2 SCHEMATIC DESIGN DOCUMENTS

§ 2.4.2.1 The Architect shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 2.4.3 DESIGN DEVELOPMENT DOCUMENTS

§ 2.4.3.1 The Architect shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

§ 2.4.4 CONSTRUCTION DOCUMENTS

§ 2.4.4.1 The Architect shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

§ 2.4.4.2 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the Owner and the Contractor; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect also shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

ARTICLE 2.5 CONSTRUCTION PROCUREMENT SERVICES

§ 2.5.1 The Architect shall assist the Owner in obtaining either competitive bids or negotiated proposals and shall assist the Owner in awarding and preparing contracts for construction.

§ 2.5.2 The Architect shall assist the Owner in establishing a list of prospective bidders or contractors.

§ 2.5.3 The Architect shall assist the Owner in bid validation or proposal evaluation and determination of the successful bid or proposal, if any. If requested by the Owner, the Architect shall notify all prospective bidders or contractors of the bid or proposal results.

§ 2.5.4 COMPETITIVE BIDDING

§ 2.5.4.1 Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 2.5.4.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

§ 2.5.4.3 If requested by the Owner, the Architect shall distribute the Bidding Documents to prospective bidders and request their return upon completion of the bidding process. The Architect shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders.

§ 2.5.4.4 The Architect shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 2.5.4.5 The Architect shall participate in or, at the Owner's direction, shall organize and conduct a pre-bid conference for prospective bidders.

§ 2.5.4.6 The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

§ 2.5.4.7 The Architect shall participate in or, at the Owner's direction, shall organize and conduct the opening of the bids. The Architect shall subsequently document and distribute the bidding results, as directed by the Owner.

§ 2.5.5 NEGOTIATED PROPOSALS

§ 2.5.5.1 Proposal Documents shall consist of proposal requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 2.5.5.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Proposal Documents for distribution to prospective contractors. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

§ 2.5.5.3 If requested by the Owner, the Architect shall organize and participate in selection interviews with prospective contractors.

§ 2.5.5.4 The Architect shall consider requests for substitutions, if permitted by the Proposal Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 2.5.5.5 If requested by the Owner, the Architect shall assist the Owner during negotiations with prospective contractors. The Architect shall subsequently prepare a summary report of the negotiation results, as directed by the Owner.

ARTICLE 2.6 CONTRACT ADMINISTRATION SERVICES

§ 2.6.1 GENERAL ADMINISTRATION

§ 2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the edition of AIA Document A201 as modified by agreement of the Parties, General Conditions of the Contract for Construction, current as of the date of this Agreement. Modifications made to the General

Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

§ 2.6.1.2 The Architect's responsibility to provide the Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction and terminates at the issuance to the Owner of the final Certificate for Payment. However, the Architect shall be entitled to a Change in Services in accordance with Section 2.8.2 when Contract Administration Services extend 60 days after the date of Substantial Completion of the Work.

§ 2.6.1.3 The Architect shall be a representative of and shall advise and consult with the Owner during the provision of the Contract Administration Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

§ 2.6.1.4 Duties, responsibilities and limitations of authority of the Architect under this Article 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

§ 2.6.1.5 The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

§ 2.6.1.6 If deemed appropriate by the Architect, the Architect shall on the Owner's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

§ 2.6.1.7 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.6.1.8 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.

§ 2.6.1.9 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.6.2 EVALUATIONS OF THE WORK

§ 2.6.2.1 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 2.8, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 2.6.2.2 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or

charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 2.6.2.3 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

§ 2.6.2.4 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 2.6.2.5 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 2.6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

§ 2.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 2.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.6.3.3 The Architect shall maintain a record of the Contractor's Applications for Payment.

§ 2.6.4 SUBMITTALS

§ 2.6.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.6.4.2 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 2.6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals

related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 2.6.5 CHANGES IN THE WORK

§ 2.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Section 2.8.2.

§ 2.6.5.2 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

§ 2.6.5.3 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

§ 2.6.5.4 The Architect shall maintain records relative to changes in the Work.

§ 2.6.6 PROJECT COMPLETION

§ 2.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 2.6.6.2 The Architect's inspection shall be conducted with the Owner's Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 2.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

§ 2.6.6.4 The Architect shall receive from the Contractor and forward to the Owner: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens.

ARTICLE 2.7 FACILITY OPERATION SERVICES

§ 2.7.1 The Architect shall meet with the Owner or the Owner's Designated Representative promptly after Substantial Completion to review the need for facility operation services.

§ 2.7.2 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a meeting with the Owner and the Owner's Designated Representative to review the facility operations and performance and to make appropriate recommendations to the Owner.

ARTICLE 2.8 SCHEDULE OF SERVICES

§ 2.8.1 Design and Contract Administration Services beyond the following limits shall be provided by the Architect as a Change in Services in accordance with Section 1.3.3:

- .1 up to three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor.
- .2 up to twenty-six (26) visits to the site by the Architect over the duration of the Project during construction.
- .3 up to three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
- .4 up to three (3) inspections for any portion of the Work to determine final completion.

§ 2.8.2 The following Design and Contract Administration Services shall be provided by the Architect as a Change in Services in accordance with Section 1.3.3:

(Paragraph deleted)

- .2 responses to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Service;
- .4 providing consultation concerning replacement of Work resulting from fire or other cause during construction;
- .5 evaluation of an extensive number of claims submitted by the Owner's consultants, the Contractor or others in connection with the Work;
- .6 evaluation of substitutions proposed by the Owner's consultants or contractors and making subsequent revisions to Instruments of Service resulting therefrom;
- .7 preparation of design and documentation for alternate bid or proposal requests proposed by the Owner; or
- .8 Contract Administration Services provided 60 days after the date of Substantial Completion of the Work.

§ 2.8.3 The following Table is not applicable.

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description
.1 Programming		
.2 Land Survey Services		
.3 Geotechnical Services		
.4 Space Schematics/Flow Diagrams		
.5 Existing Facilities Surveys		
.6 Economic Feasibility Studies		
.7 Site Analysis and Selection		
.8 Environmental Studies and Reports		
.9 Owner-Supplied Data Coordination		
.10 Schedule Development and Monitoring		
.11 Civil Design		
.12 Landscape Design		
.13 Interior Design		
.14 Special Bidding or Negotiation		
.15 Value Analysis		
.16 Detailed Cost Estimating		
.17 On-Site Project Representation		
.18 Construction Management		

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description
.19 Start-up Assistance		
.20 Record Drawings		
.21 Post-Contract Evaluation		
.22 Tenant-Related Services		
.23		
.24		
.25		

Description of Services
(Insert descriptions of the services designated.)

ARTICLE 2.9 MODIFICATIONS

§ 2.9.1 Modifications to this Standard Form of Architect's Services: Design and Contract Administration, if any, are as follows:

Not Applicable.

This Agreement, consisting of the Standard Form of Agreement Between Owner and Architect, AIA Document B141 -- 1997, Part One, and the Standard Form of Architect's Services: Design and Contract Administration, Part 2 are entered into as of the day and year first written above.

OWNER

(Signature)

Jay Vavricek, Mayor

(Printed name and title)

Attest: City Clerk

As approved as to form: City Attorney

ARCHITECT

(Signature)

James Estes, Vice-President

(Printed name and title)

R E S O L U T I O N 2004-323

WHEREAS, the City of Grand Island invited proposals for Architectural Design Services for Combined New Police/Sheriff's Headquarters Facility, in accordance with a Request for Proposal on file with the Police Department; and

WHEREAS, on October 14, 2004, proposals were received, reviewed and evaluated in accordance with established criteria; and

WHEREAS, Wilson Estes Police Architects of Mission, Kansas, submitted a proposal in accordance with the terms of the request for proposals and all statutory requirements contained therein and the City Procurement Code, such proposal being \$580,000 plus reimbursable expenses; and

WHEREAS, after negotiations with such company, the fees were negotiated to \$490,000 plus reimbursable expenses.

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 Architectural Design Services for Combined New Police/Sheriff's Headquarters Facility in the negotiated amount of \$490,000 plus reimbursable expenses is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement for such services on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 21, 2004.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 15, 2004	☐ City Attorney



City of Grand Island

Tuesday, December 21, 2004

Council Session

Item G18

#2004-324 - Approving Certificate of Final Completion for Traffic Signal Project 2004-TS-1 (Flashing Yellow Warning Lights Along US HWY 281)

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

Council Agenda Memo

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

Meeting: December 21, 2004

Subject: Certificate of Final Completion for Traffic Signal Project 2004-TS-1; Yellow Flashing Warning Lights Along US HWY 281

Item #'s: G-18

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

Background

The contract for Traffic Signal Project 2004-TS-1 was awarded to Ensley Electric Services Inc., of Grand Island, NE on July 13, 2004. Work commenced September 13, 2004 and has been completed.

Discussion

The work for Traffic Signal Project 2004-TS-1 has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans, and the specifications. The project was completed on schedule at a construction price of \$33,674.00. Costs for the project break down as follows:

Original Bid	\$ 41,993.30
Underruns	\$ (8,319.30)
Total Cost	\$ 33,674.00

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Certificate of Final Completion for Traffic Signal Project 2004-TS-1.

Sample Motion

Move to approve the Certificate of Final Completion for Traffic Signal Project 2004-TS-1.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

TRAFFIC SIGNAL PROJECT 2004-TS-1

CITY OF GRAND ISLAND, NEBRASKA
DECEMBER 21, 2004

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

This is to certify that TRAFFIC SIGNAL PROJECT 2004-TS-1 has been fully completed by ENSLEY ELECTRIC SERVICES INC., of Grand Island under contract dated August 20, 2004. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans, and the specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Director of Public Works in accordance with the provisions of Section 16-650 R.R.S., 1943.

It is further certified that the improvements as constructed include the following items and costs and that this certificate shall constitute the Final Payment for this work.

TRAFFIC SIGNAL PROJECT 2004-TS-1 is located along US HWY 281 in the City of Grand Island.

SECTION A - Old Potash HWY

<u>Item No.</u>	<u>Description</u>	<u>Price Bid</u>	<u>Quantities Placed</u>	<u>Total Amount Completed</u>
1	Traffic Signal	\$600.00	2 EA	\$1,200.00
2	Pedestal Pole	\$475.00	2 EA	\$950.00
3	Pull Box	\$535.00	1 EA	\$535.00
4	2" Trenched Conduit	\$4.00	0 LF	\$0.00
5	2" Board Conduit	\$15.00	101 LF	\$1,515.00
6	3/C Cable	\$0.75	101 LF	\$75.75
7	Ground	\$1.60	0 LF	\$0.00
8	Warning Signal	\$95.00	2 EA	\$190.00
9	Pavement Removal	\$9.50	9 SF	\$85.50
10	Pavement Replacement	\$11.25	6 SF	\$67.50
TOTAL SECTION A				\$4,618.75

SECTION B - Faidley Avenue

<u>Item No.</u>	<u>Description</u>	<u>Price Bid</u>	<u>Quantities Placed</u>	<u>Total Amount Completed</u>
1	Traffic Signal	\$600.00	4 EA	\$2,400.00
2	Pedestal Pole	\$475.00	4 EA	\$1,900.00
3	Pull Box	\$535.00	2 EA	\$1,070.00

4	2" Trenched Conduit	\$4.00	0 LF	\$0.00
5	2" Board Conduit	\$15.00	149 LF	\$2,235.00
6	3/C Cable	\$0.75	149 LF	\$111.75
7	Ground	\$1.60	0 LF	\$0.00
8	Warning Signal	\$95.00	4 EA	\$380.00
9	Pavement Removal	\$9.50	18 SF	\$171.00
10	Pavement Replacement	\$11.25	12 SF	\$135.00
TOTAL SECTION B				\$8,402.75

SECTION C - 13th Street

<u>Item No.</u>	<u>Description</u>	<u>Price Bid</u>	<u>Quantities Placed</u>	<u>Total Amount Completed</u>
1	Traffic Signal	\$600.00	4 EA	\$2,400.00
2	Pedestal Pole	\$475.00	4 EA	\$1,900.00
3	Pull Box	\$535.00	2 EA	\$1,070.00
4	2" Trenched Conduit	\$4.00	0 LF	\$0.00
5	2" Board Conduit	\$15.00	149 LF	\$2,235.00
6	3/C Cable	\$0.75	149 LF	\$111.75
7	Ground	\$1.60	0 LF	\$0.00
8	Warning Signal	\$95.00	4 EA	\$380.00
9	Pavement Removal	\$9.50	18 SF	\$171.00
10	Pavement Replacement	\$11.25	12 SF	\$135.00
TOTAL SECTION C				\$8,402.75

SECTION D - State Street

<u>Item No.</u>	<u>Description</u>	<u>Price Bid</u>	<u>Quantities Placed</u>	<u>Total Amount Completed</u>
1	Traffic Signal	\$600.00	4 EA	\$2,400.00
2	Pedestal Pole	\$475.00	4 EA	\$1,900.00
3	Pull Box	\$535.00	2 EA	\$1,070.00
4	2" Trenched Conduit	\$4.00	0 LF	\$0.00
5	2" Board Conduit	\$15.00	149 LF	\$2,235.00
6	3/C Cable	\$0.75	149 LF	\$111.75
7	Ground	\$1.60	0 LF	\$0.00
8	Warning Signal	\$95.00	4 EA	\$380.00
9	Pavement Removal	\$9.50	18 SF	\$171.00
10	Pavement Replacement	\$11.25	12 SF	\$135.00
TOTAL SECTION D				\$8,402.75

SECTION E - Capital Avenue

<u>Item No.</u>	<u>Description</u>	<u>Price Bid</u>	<u>Quantities Placed</u>	<u>Total Amount Completed</u>
1	Traffic Signal	\$600.00	2 EA	\$1,200.00

2	Pedestal Pole	\$475.00	2 EA	\$950.00
3	Pull Box	\$535.00	1 EA	\$535.00
4	2" Trenched Conduit	\$4.00	0 LF	\$0.00
5	2" Board Conduit	\$15.00	52 LF	\$780.00
6	3/C Cable	\$0.75	52 LF	\$39.00
7	Ground	\$1.60	0 LF	\$0.00
8	Warning Signal	\$95.00	2 EA	\$190.00
9	Pavement Removal	\$9.50	9 SF	\$85.50
10	Pavement Replacement	\$11.25	6 SF	\$67.50
TOTAL SECTION E				\$3,847.00

TOTAL PROJECT
COST 2004-TS-1 \$ 33,674.00

LESS AMOUNT PREVIOUSLY PAID TO CONTRACTOR \$ 33,674.00

Respectfully submitted,

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

December 21, 2004

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

I hereby recommend that the Engineer's Certificate of Final Completion for the Traffic Signal Project 2004-TS-1 be approved.

Respectfully submitted,

Jay Vavricek
Mayor

RESOLUTION 2004-324

WHEREAS, the Public Works Director of the City of Grand Island has issued his Certificate of Final Completion for Traffic Signal Project 2004-TS-1 (yellow flashing warning lights along U.S. Highway 281), certifying that Ensley Electric Services Inc. of Grand Island, Nebraska, under contract dated July 13, 2004, has completed such project according to the terms, conditions, and stipulations for such improvements; and

WHEREAS, the Public Works Director recommends the acceptance of the final completion; and

WHEREAS, the Mayor concurs with the Public Works Director's recommendations.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Public Works Director's Certificate of Final Completion for Traffic Signal Project 2004-TS-1 is hereby confirmed.

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Adopted by the City Council of the City of Grand Island, Nebraska, December 21, 2004.

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 21, 2004

Council Session

Item G19

**#2004-325 - Approving State Bid Award for One (1) Case 621D
Wheel Loader for the Wastewater Division of the Public Works
Department**

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

Council Agenda Memo

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

Meeting: December 21, 2004

Subject: Purchase of 2005 Case 621D Wheel Loader for the Wastewater Division of the Public Works Department

Item #'s: G-19

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

Background

The Wastewater Division of the Public Works Department budgeted for a wheel loader for use in the compost operations.

Discussion

The wheel loader specifications awarded under State of Nebraska contract #CA6144 meets all of the requirements for the Wastewater Division. Midland Equipment of Lincoln, NE submitted a bid with no exceptions in the amount of \$93,496.00. There are sufficient funds for this purchase in Account No. 53030054-85615.

Alternatives

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

1. Approve the purchase of the wheel loader.
2. Disapprove the purchase of the wheel loader.
3. Modify or postpone the purchase.
4. Take no action on the purchase.

Recommendation

City Administration recommends that the Council approve the purchase of the wheel loader in the amount of \$93,496.00 from Midland Equipment of Lincoln, NE.

Sample Motion

Move to approve the purchase of the Wastewater Division wheel loader from Midland Equipment of Lincoln, Nebraska in the amount of \$93,496.00.

R E S O L U T I O N 2004-325

WHEREAS, the Wastewater Division of the Public Works Department budgeted in the 2004/2005 fiscal year to purchase a wheel loader for use in the compost operations; and

WHEREAS, said vehicle can be obtained from the State contract holder; and

WHEREAS, purchasing the vehicle from the State contract holder meets all statutory bidding requirements; and

WHEREAS, the funding for such vehicle is provided in the 2004/2005 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of one 2005 Case 621D Wheel Loader for the amount of \$93,496.00 from the State contract holder, Midland Equipment of Lincoln, Nebraska, is hereby approved.

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Adopted by the City Council of the City of Grand Island, Nebraska, December 21, 2004.

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 21, 2004

Council Session

Item G20

#2004-326 - Approving State Bid Award for One (1) F-350 Ford Pickup Truck for the Wastewater Division of the Public Works Department

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

Council Agenda Memo

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

Meeting: December 21, 2004

Subject: Purchase of 2005 F-350 Ford Pickup Truck for the Wastewater Division of the Public Works Department

Item #'s: G-20

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

Background

The Wastewater Division of the Public Works Department budgeted for a pickup for use in the sewer maintenance operations.

Discussion

The vehicle specifications awarded under State of Nebraska contract #11144 meets all of the requirements for the Wastewater Division vehicle. Anderson Ford Lincoln Mercury of Grand Island, NE submitted a bid with no exceptions in the amount of \$30,790.00. There are sufficient funds for this purchase in Account No. 53030054-85625.

Alternatives

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

1. Approve the purchase of the vehicle.
2. Disapprove the purchase of the vehicle.
3. Modify or postpone the purchase.
4. Take no action on the purchase.

Recommendation

City Administration recommends that the Council approve the purchase of the vehicle in the amount of \$30,790.00 from Anderson Ford Lincoln Mercury of Grand Island, NE.

Sample Motion

Move to approve the purchase of the Wastewater Division vehicle from Anderson Ford Lincoln Mercury of Grand Island, Nebraska in the amount of \$30,790.00.

R E S O L U T I O N 2004-326

WHEREAS, the Wastewater Division of the Public Works Department budgeted in the 2004/2005 fiscal year to purchase a pickup truck for use in the sewer maintenance operations; and

WHEREAS, said vehicle can be obtained from the State contract holder; and

WHEREAS, purchasing the vehicle from the State contract holder meets all statutory bidding requirements; and

WHEREAS, the funding for such vehicle is provided in the 2004/2005 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of one 2005 F-350 Ford Pickup Truck for the amount of \$30,790.00 from the State contract holder, Anderson Ford Lincoln Mercury of Grand Island, Nebraska, is hereby approved.

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Adopted by the City Council of the City of Grand Island, Nebraska, December 21, 2004.

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 21, 2004

Council Session

Item J1

Payment of Claims for the Period of December 8, 2004 through December 21, 2004

The Claims for the period of December 8, 2004 through December 21, 2004 for a total of \$2,908,772.41. A MOTION is in order.

Staff Contact: RaNae Edwards