
City of Grand Island



Tuesday, November 18, 2008

Council Session Packet

City Council:

Tom Brown
Larry Carney
John Gericke
Peg Gilbert
Joyce Haase
Robert Meyer
Mitchell Nickerson
Bob Niemann
Kirk Ramsey
Jose Zapata

Mayor:

Margaret Hornady

City Administrator:

Jeff Pederson

City Clerk:

RaNae Edwards

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

Call to Order

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

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

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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

MAYOR COMMUNICATION

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



City of Grand Island

Tuesday, November 18, 2008

Council Session

Item C1

Proclamation "American Education Week" November 16-22, 2008

Public schools are the backbone of our democracy, equipping young Americans with both practical skills and broader intellectual abilities for hope of a productive future. Education employees work tirelessly to serve our children and communities with care and professionalism. The Mayor has proclaimed November 16-22, 2008 as "American Education Week" and encourages citizens to observe this week by supporting our public schools, its young people and education employees. See attached PROCLAMATION.

Staff Contact: Mayor Hornady

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

PROCLAMATION

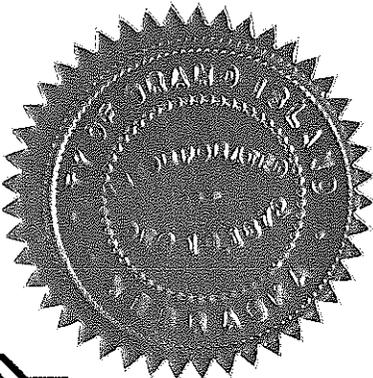
- WHEREAS, public schools are the backbone of our democracy, providing young people with the tools they need to maintain our nation's precious values of freedom, civility and equality; and
- WHEREAS, by equipping young Americans with both practical skills and broader intellectual abilities, schools give them hope for, and access to, a productive future; and
- WHEREAS, education employees, be they teachers, para-educators, substitute educators, custodians, bus drivers, secretaries, or cafeteria staff, work tirelessly to serve our children and communities with care and professionalism; and
- WHEREAS, schools are community linchpins, bringing together adults and children, educators and volunteers, business leaders, and elected officials in a common enterprise.

NOW, THEREFORE, I, Margaret Hornady, Mayor of the City of Grand Island, Nebraska, do hereby proclaim November 16-22, 2008 as the 87th annual observance of

"AMERICAN EDUCATION WEEK"

in the City of Grand Island, and urge all citizens to observe this week by supporting our public schools, its young people and education employees.

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



Margaret Hornady

Margaret Hornady, Mayor

Attest:

RaNae Edwards

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 18, 2008

Council Session

Item C2

Proclamation "Employer Support for the Guard and Reserves"

Staff Contact: Mayor Hornady

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

PROCLAMATION

- WHEREAS, we recognize the National Guard and Reserve are essential to the strength of our nation and the well-being of our communities; and
- WHEREAS, in the highest American tradition, the patriotic men and women of the Guard and Reserve serve voluntarily in an honorable and vital profession. They train to respond to their community and their country in time of need. They deserve the support of every segment of our society; and
- WHEREAS, if these volunteer forces are to continue to serve our nation, increased public understanding is required of the essential role of the Guard and Reserve in preserving our national security; and
- WHEREAS, we fully recognize, honor and enforce the Uniformed Services Employment and Reemployment Rights Act (USERRA); and
- WHEREAS, our managers and supervisors will have the tools they need to effectively manage those employees who serve in the Guard and Reserve; and
- WHEREAS, we will continually recognize and support our country's service members and their families in peace, in crisis, and in war.

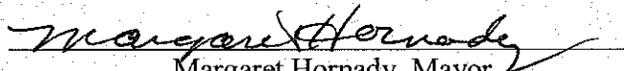
NOW, THEREFORE, I, Margaret Hornady, Mayor of the City of Grand Island, Nebraska, do hereby proclaim:

***“EMPLOYER SUPPORT FOR THE
GUARD AND RESERVE”***

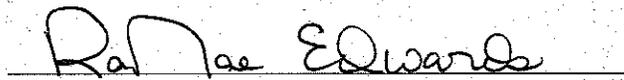
in the City of Grand Island, and encourage all citizens to recognize those employees who have gone above and beyond to serve our country.

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




Margaret Hornady, Mayor

Attest:


RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 18, 2008

Council Session

Item D1

Consideration of Determining Benefits for Sanitary Sewer District 523; Lots 1-8 & Lots 22-31 of Westwood Park 2nd Subdivision and Sanitary Sewer District 525; Lot 8 & 9 of Westwood Park Subdivision

Staff Contact: Steven P. Riehle, City Engineer/Public Works Direc

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: November 18, 2008

Subject: Consideration of Determining Benefits for Sanitary Sewer District 523; Lots 1-8 & Lots 22-31 of Westwood Park 2nd Subdivision and Sanitary Sewer District 525; Lot 8 & 9 of Westwood Park Subdivision

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

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

Background

The Certificate of Final Completion for Sanitary Sewer Districts 523/525 was approved on October 14, 2008 with November 18, 2008 set as the date for Council to sit as the Board of Equalization. All work has been completed and special assessments have been calculated for the Districts.

Discussion

The contract for Sanitary Sewer Districts 523/525 was awarded to The Diamond Engineering Company of Grand Island, Nebraska on August 14, 2007. Work on the project was completed at a construction price of \$295,637.85. Total cost of the project is \$328,228.95. Costs for the project break down as follows:

Original Bid	\$292,970.62
Overruns	\$ 2,667.23
SUBTOTAL (Construction Price)	\$295,637.85
<u>Other Costs (See Completion Certificate)</u>	<u>\$ 32,591.10</u>
TOTAL COST	\$328,228.95

The estimated assessment per lot at the time Districts 523/525 were created was \$16,845.81. The final assessment per lot is \$16,321.45.

The assessed cost between the districts and the cities costs break down as follows:

Total Assessed to District 523	\$293,786.10
Total Assessed to District 525	\$ 32,642.85
City Costs for Landscape Repairs	\$ 1,800.00
TOTAL COST	\$328,228.95

Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council sit as the Board of Equalization to determine benefits and pass an Ordinance to levy Special Assessments to individual properties.

Sample Motion

(Sample Motion for the Board of Equalization)

Move to approve the resolution determining benefits for Sanitary Sewer Districts 523/525.

(Sample Motion for the Ordinance)

Move to approve the Ordinance levying the assessments for Sanitary Sewer Districts 523/525.

R E S O L U T I O N 2008-BE-7

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Sanitary Sewer District 523 and Sanitary Sewer District 525, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district 523 to be the total sum of \$293,786.10 and such district 525 to be the total sum of \$32,642.85; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within such Sanitary Sewer District No. 523 and 525, such benefits are the sums set opposite the several descriptions as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
<u>Sanitary Sewer District No. 523</u>		
Lyle E & Dorothy L Juett	Lot 1, Westwood Park Second Subdivision	\$16,321.45
William D & Sandra K Blender	Lot 2, Westwood Park Second Subdivision	\$16,321.45
James R & Judy M Almquist	Lot 3, Westwood Park Second Subdivision	\$16,321.45
Samuel R & Nancy A Reynolds	Lot 4, Westwood Park Second Subdivision	\$16,321.45
Sherilyn Joy Topinka	Lot 5, Westwood Park Second Subdivision	\$16,321.45
James H & Melinda J Powers	Lot 6, Westwood Park Second Subdivision	\$16,321.45
John W & Beatrice L Gjertsen	Lot 7, Westwood Park Second Subdivision	\$16,321.45
James L & Bonnie M Hartman	Lot 8, Westwood Park Second Subdivision	\$16,321.45
Gary L & Jeri L Thiede	Lot 22, Westwood Park Second Subdivision	\$16,321.45
Mark D & Michquel Bonser	Lot 23, Westwood Park Second Subdivision	\$16,321.45
Troy D & Chris Anne Shubert	Lot 24, Westwood Park Second Subdivision	\$16,321.45
Dennis A & Kimberly J Jay	Lot 25, Westwood Park Second Subdivision	\$16,321.45
David J & Janice K Sperling	Lot 26, Westwood Park Second Subdivision	\$16,321.45
Gabor & Diana Bodonyi-Kovacs	Lot 27, Westwood Park Second Subdivision	\$16,321.45
Wayne V & Laurie A Gress	Lot 28, Westwood Park Second Subdivision	\$16,321.45
Barbara A Williby (Trustee)	Lot 30, Westwood Park Second Subdivision	\$16,321.45
Lonnie D & Jessica J Musil	Lot 31, Westwood Park Second Subdivision	\$16,321.45
<u>Sanitary Sewer District No. 525</u>		
Toby S & Stephanie Mohler	Lot 8, Westwood Park Subdivision	\$16,321.42
Richard L & JoAnn A Sok	Lot 9, Westwood Park Subdivision	\$16,321.43
TOTAL		\$326,428.95

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Adopted by the City Council of the City of Grand Island, Nebraska, November 18, 2008.

Margaret Hornady, Mayor

Attest:

Approved as to Form November 13, 2008	☐ _____ ☐ City Attorney
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RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 18, 2008

Council Session

Item E1

**Public Hearing on Request from Mick Brown for Conditional Use
Permit for Temporary Parking Lot Located at 4811 Gold Core
Drive**

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: November 18, 2008

Subject: Request of Joseph & Lori Brown for Approval of a Conditional Use Permit for a Temporary Parking Lot at 4811 Gold Core Drive, Grand Island, NE

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

Presenter(s): Craig Lewis, Building Department Director

Background

This is a request to allow for a one year approval of a temporary parking lot at 4811 Gold Core Drive. This request is to facilitate parking for busses used in the operation of contracts with the public school system and charter busses for Holiday Tour and Travel. The proposal is for a one year period with permanent buildings and improvements planned for construction within the next year. The property is currently zoned ME, Industrial Estates Zone, that zoning classification allows as a permitted principal use motor freight terminals, the operation of a bus garage including maintenance, storage, and office operations would be an allowable use as it is a similar use. Approval of a conditional use permit is required as the applicant wishes to install as a temporary surface crushed concrete as opposed to hard surfaced materials required by the City Code for parking lots. The City Code does provide for City Council approval of temporary uses, not to exceed two years in undeveloped areas and six months in developed areas.

Discussion

The placement of crushed concrete for a surface as opposed to a permanent hard surface of asphalt or concrete would be allowed by code only as a temporary use approved by the City Council.

Two conditions suggested to be placed upon this request are;

- 1). A landscape buffer of 50' along the west boundary adjacent to Gold Core Drive needs to be provided to comply with the setback and landscape requirements of the City code.

2). The responsibility of controlling any dust created from the temporary parking lot needs to be addressed by the applicant during any dry months throughout the duration of the use.

Alternatives

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

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

Recommendation

City Staff recommends that the Council approve the request with the conditions identified, finding that the request does promote health, safety, and the general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Sample Motion

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

Conditional Use Permit Application

pc: Building, Legal, Utilities
Planning, Public Works

1. The specific use/construction requested is: Temporary Parking Lot
2. The owner(s) of the described property is/are: Joseph M & Lori J. Brown
3. The legal description of the property is: Lot 2, Platte Valley Industrial Park 6th Sub D.
4. The address of the property is: 4811 Gold Core DR. GI 68803
5. The zoning classification of the property is: ME
6. Existing improvements on the property is: NONE
7. The duration of the proposed use is: 1 yr (at this time we will erect permanent Bldg & Lot.)
8. Plans for construction of permanent facility is: Bus Garage & maint shop & office.
9. The character of the immediate neighborhood is: Industrial
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: ~~Request~~
1. EDC
2. Randall Kathman
3. NE Colorado Cellular

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

10/29/08
Date

[Signature]
Owners(s)

308-384-1800
Phone Number

2807 N. ENGLEMAN RD
Address

GI.
City

NE
State

68803
Zip

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



City of Grand Island

Tuesday, November 18, 2008

Council Session

Item E2

**Public Hearing on Redevelopment Plan for the CRA Area #2 for
Property Located at 2623, 2707 and 2709 South Locust Street**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP
Meeting: November 18, 2008
Subject: Amendment to Redevelopment Plan for CRA Area #2
Item #'s: E-2 & G-13
Presenter(s): Chad Nabity, AICP CRA Director

Background

In October of 1999, the Grand Island City Council declared property referred to as CRA Area #2 as blighted and substandard and approved a generalized redevelopment plan for the property. The generalized redevelopment plan authorized the use of Tax Increment Financing (TIF) for improvements to and expansion of existing infrastructure including but not limited to: streets, water, sewer, drainage. TIF can also be used for the acquisition of property, redevelopment of property, site preparation, landscaping and parking.

South Pointe Development LLC (the developer) has submitted a proposed amendment to the redevelopment plan that would provide for the construction of an 80+ room hotel at 2709 S. Locust (east side of Locust Street at the intersection Stage Coach). This would most likely be a Best Western Stoneridge facility.

The CRA reviewed the proposed development plan and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on October 14th. It is expected that they will, after having received a recommendation from the RPC, approve and recommend Council the plan amendment and forward it to Council for review, approval and authorization to negotiate a contract for TIF during their meeting on the 17th of November.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on November 5th. The Planning Commission approved Resolution 2009-01 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island.

Discussion

Tonight, Council will hold a public hearing to take testimony on the proposed plan amendment and to enter into the record a copy of the plan amendment, the draft TIF contract under consideration by the CRA, and a copy of the cost benefit analysis that was performed regarding this proposed project.

Council is being asked to approve a resolution approving the cost benefit analysis as presented along with the amended redevelopment plan for CRA Area #2 and authorizes the CRA to execute a contract for TIF based on the plan amendment. The redevelopment plan for amendment permits the development of a hotel at this site and the use of Tax Increment Financing to pay for the cost of acquisition of the property, demolition and site preparation, reconstruction of a new building, a hike/bike trail on or adjacent to the property, parking and landscaping. The cost benefit analysis as attached finds that this project meets the statutory requirements for as eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. The total tax increment financing allowed for this project may not exceed \$1,564,409 during this 15 year period. Additional revenues from sales tax, occupation taxes and personal property taxes should become available due to this project.

Alternatives

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

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

Recommendation

The CRA and Hall County Regional Planning Commission recommend that the Council approve the Resolution necessary for the adoption and implementation of this plan.

Sample Motion

Move to approve the resolution as submitted.

**Redevelopment Plan Amendment
Grand Island CRA Area #2 (South Locust)
October 2008**

Property Description

This property is the former location of the Wonderful Garden restaurant and the Star Motel. Property addresses include 2623, 2707 and 2709 South Locust Street. Attachment A is a legal description of the property.

Future Land Use Plan

See the attached map from the 2004 Grand Island Comprehensive Plan

Site Coverage and Intensity of Use

The developer is proposing to build a 3 story, 82 room hotel on the site with an attached indoor pool, business center, fitness center and board room. The building will cover approximately 11,500 square feet on the lot. The TIF application includes room layout plans and typical finishes for the rooms and exterior of the building.

As shown on the attached site plan the majority of the site would be covered by building or parking. Landscaping would be provided along the street frontage and the developer will provide for a build a segment of trail adjacent to the site. This may be on either the north or south side of the property. This proposed intensity of use is consistent with the current zoning district and planned use of this property.

The anticipated value of this development at the time of completion is \$5,247,500.

Changes to zoning, street layouts and grades or building codes or ordinances

The proposed use is permitted in the current zoning district. No changes are anticipated in street layouts or grades. No changes are anticipated in building codes or ordinances.

Additional Public Facilities or Utilities

A sewer line will have to be moved to accommodate the development of this site. The new proposed building will be located over the existing sewer line. The line can be moved to accommodate the development. It is anticipated that an 8 inch water line and at least 2 fire hydrants will be needed to provide proper fire protection for this facility. This will have to be extended from the west side of Locust Street. Existing water connections to the site will have to be capped at the main.

A hike bike trail will be extended from Locust Street across the property. It is anticipated that this trail segment will connect to future trails planned by the City of Grand Island.

Time Frame for Development

Development of this project is anticipated to be mostly complete during the 2009 calendar year. The base tax year should be calculated on the value of the property as of January 1, 2009. Excess valuation should be available for this project for 15 years beginning with the 2010 tax year. Excess valuation will be paid to the developer's lender per the contract between the CRA and the developer for a period not to exceed 15 years or \$1,567,609.

Attachment A

Wonderful Garden Property

A tract of land located in Section Twenty-Seven (27), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska, commencing at a point which is 525 feet North and 33 feet East of the quarter section corner between Sections Twenty-Seven (27) and Twenty-Eight (28) in Township Eleven (11) North, Range Nine (9) West of the 6th P.M. running thence North 100 feet along a line parallel to and 33 feet East of the Section line between Sections Twenty-Seven (27) and Twenty-Eight (28), thence Easterly at right angles a distance of 361.5 feet, thence Southerly at right angles a distance of 247.5 feet; thence Westerly at right angles to the Southeasterly corner of the tract conveyed by the grantor therein named on the 6th day of May 1930 to R.I. Merrick, which deed is recorded at page 627, in Book 69, from Deed Records in the Office of Register of Deeds, Hall County, Nebraska thence Northerly along East line of said tract so conveyed to said Merrick to the Northeasterly corner thereof, thence Westerly along the Northerly line of said tract so conveyed by grantor to the said Merrick to the place of beginning, expecting a tract of land to the City of Grand Island, Nebraska more particularly described in Deed recorded as Document No 200008052.

NOTE: 2623 S Locust, Grand Island, NE

Star Motel Property

Legal Description 2707 and 2709 South Locust Street in Grand Island, Nebraska

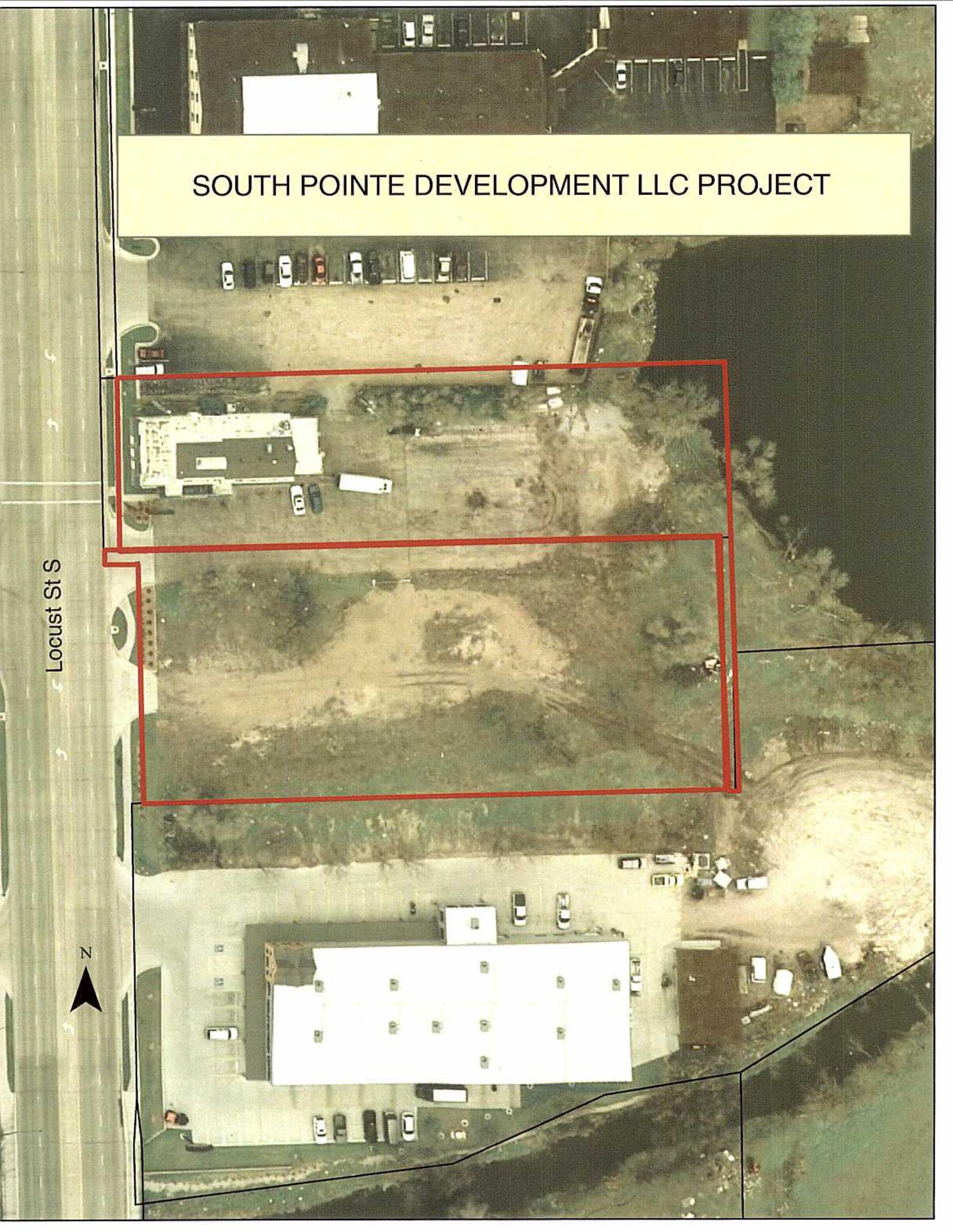
Beginning at a point 377.5 Feet North of and 33 Feet East of the Quarter Section corner between Sections Twenty-Seven (27) and Twenty-Eight (28), in Township Eleven (11) North, Range Nine (9) West of the 6th P.M. and running thence North, along a line parallel to and 33 Feet East of the Section line between said sections Twenty-Seven (27) and Twenty-Eight (28), a distance of 147.5 Feet thence Easterly, at right angles, a distance of 354.65 Feet thence Southerly at right angles, a distance of 147.3 Feet; thence Westerly at right angles, a distance of 355.9 Feet to the place of beginning, and being a part of Lot One (1) Mainland in Section Twenty-Seven (27) in Township Eleven (11) North, Range Nine (9) West of the Sixth P.M., excepting therefrom, the property described in the Report of Appraisers recorded in Book T, Page 253, of the Miscellaneous Records in the Office of the Register of Deeds, Hall County, Nebraska.

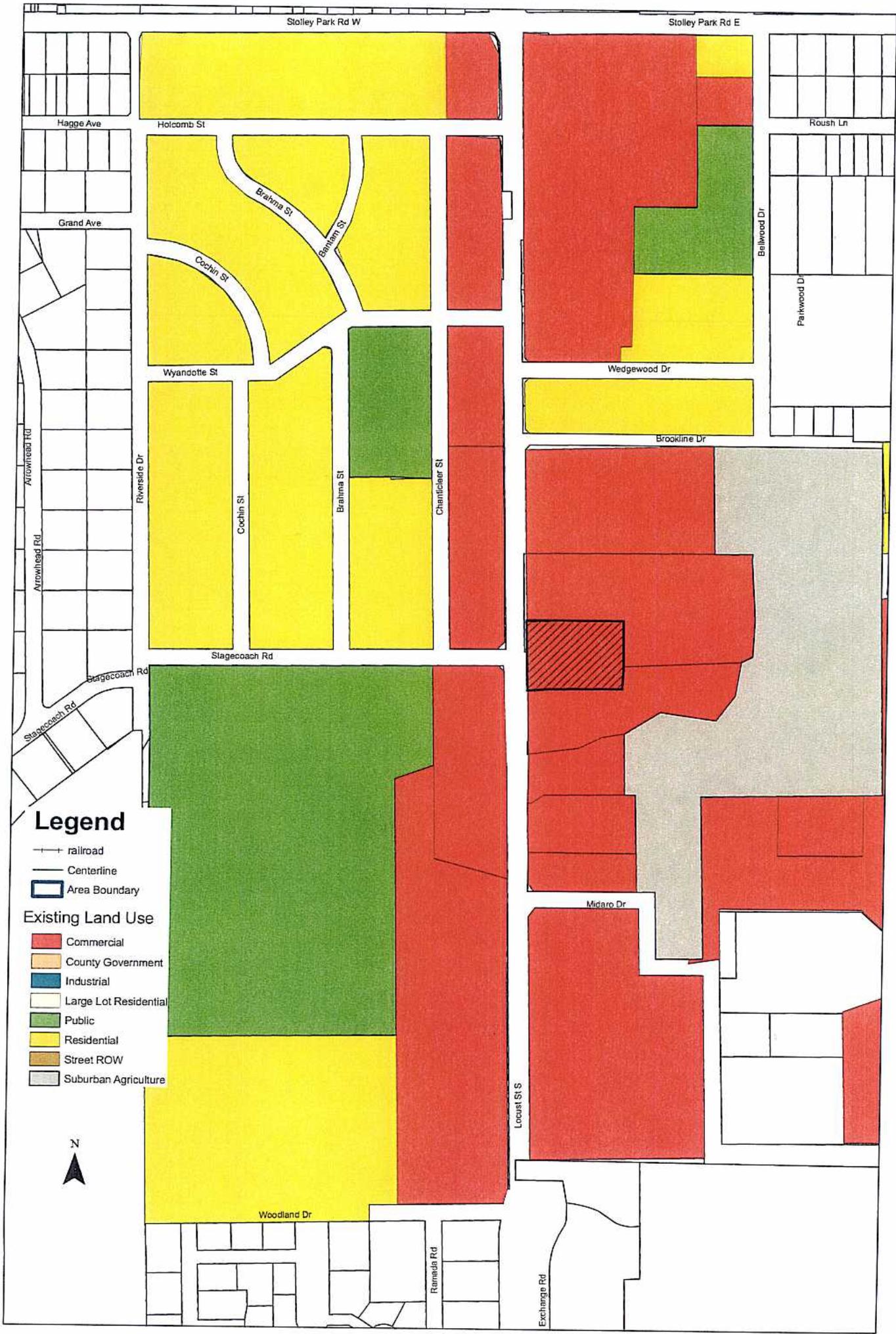
Approximately 1.2 acres

SOUTH POINTE DEVELOPMENT LLC PROJECT

Locust St S

N





Legend

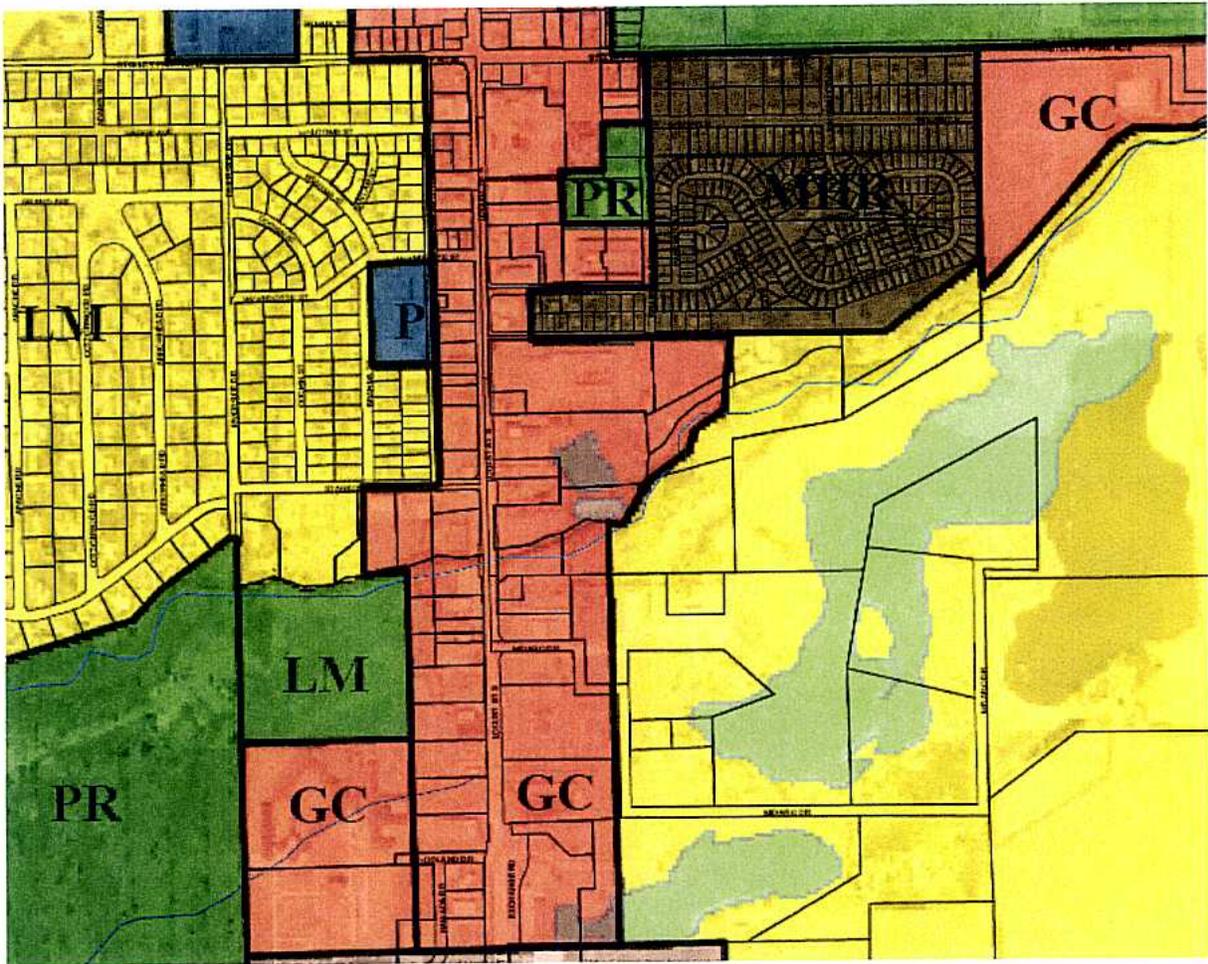
- +— railroad
- centerline
- Area Boundary

Existing Land Use

- Commercial
- County Government
- Industrial
- Large Lot Residential
- Public
- Residential
- Street ROW
- Suburban Agriculture



Future Land Use Map



Future Land Use Map from 2004 Comprehensive Plan adopted by the City of Grand Island for the area near Stagecoach Road and Locust Street the site of the proposed South Pointe LLC project.

COMMUNITY REDEVELOPMENT AUTHORITY
CITY OF GRAND ISLAND, NEBRASKA
AREA #2
SOUTH POINTE DEVELOPMENT LLC PROJECT
OCTOBER 2008

COST-BENEFIT ANALYSIS
(Pursuant to Neb. Rev. Stat Section 18-2113)

The cost-benefit analysis for the above referenced project, as described on the attached Exhibit A which will utilize funds authorized by Neb. Rev. Stat. Section 18-2147, can be summarized as follows:

South Pointe Development LLC is requesting tax increment financing to assist with the construction and redevelopment of hotel at 2709 South Locust Street. The project will result in the construction of an 80+ room Motel (Best Western Stoneridge proposed). This project renews the commercial use of this property. The property is currently vacant. It is zoned for commercial use. The Star Motel and a bar/restaurant were located on this property for many years. The proposed use is consistent with the current zoning of the property.

The estimated project costs are \$5,330,000 including the cost of acquisition of the property, necessary site improvements and utilities and construction of the new building. The amount of tax increment financing the project will generate over a 15 year period at the current tax levy rate is 2.074528 is \$1,564,409.

A. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:

a.	Redevelopment Project Valuation	\$302,642
b.	Projected Completed Project Assessed Valuation	\$5,330,000
c.	Projected Tax Increment Base (b. minus a.)	\$5,027,358
d.	City Tax Levy (2008)	
e.	County Tax Levy (2008)	
f.	School District Tax Levy (2008)	
g.	Community College Tax Levy (2008)	
h.	Educational Service Unit Tax Levy (2008)	
i.	Natural Resource District Tax Levy (2008)	
j.	Other applicable real estate tax levies (2008)	
k.	Total levy	\$2.074528
l.	Annual Projected Tax Shift (Max of 15 years)	\$104,294
m.	Total Projected Tax Shift	\$1,564,409

Note: The property tax shift is based on assumed values and levy rates; actual amounts and rates will vary from these assumptions, and it is understood that the actual tax shift may vary materially from the projected amount.

As part of this project the developer will be working with the City of Grand Island Public Works Department to move a sewer main that crosses the property. A water line will have to be extended across Locust Street to serve the proposed development. A number of easements will have to be vacated. The developer will provide a 10' wide hike bike trail across the property connecting South Locust with a proposed trail to the east of the property. These improvements will be made at the expense of the developer and will Tax Increment Financing will be necessary to pay for them.

B. Public infrastructure and community public service impacts and local tax impacts arising from the approval of the redevelopment project.

Necessary Public Infrastructure Improvements:

- Extension of water line with fire hydrants
- Relocation of sewer main that crosses the site
- Construction of hike\bike trail crossing the site
- Relocation of electrical power lines from overhead to underground

These improvements will be made at the developer's expense to be covered by TIF. Utilities are available to this location. No utility improvements on the site will be completed at rate payer or tax payer expense.

No street improvements are anticipated. South Locust is a major arterial 5 lane roadway. It is built to handle traffic that could be generated by this use.

There will not be an impact on neighborhood schools. Hotels tend to generate temporary residents that do not impact the school system.

Sales tax revenue and lodging tax revenue will be generated from the improvements to the property. The developers are anticipating \$1.5 million dollars of annual room rental fees this would generate \$22,500 in sales taxes for the City. Based on the same figures lodging tax fees would be each \$30,000 annually for Visitor Improvement Bonds (Heartland Events Center), Promotion (Funding the CVB), and City Occupation Tax.

It is estimated that this facility would have \$200,000 of personal property that would generate \$4150.00 in property taxes.

All utilities are city utilities, including electrical, sewer, and water. Gas is provided through Northwestern Energy.

C. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project

The property is currently vacant and no jobs will be displaced by this development within the redevelopment area.

NEW JOBS

The hotel will generate approximately 25 new jobs in the community. It is estimated that 8 full time and 17 part time employees will be needed to staff the facility.

D. Impacts on other employers and employees within the city or village and the immediate area that are located outside of the boundaries of the area of the redevelopment project

The proposed project will add 80+ hotel rooms in town and will increase the competition to rent rooms. At times there are no rooms available in town so these can be absorbed. Additional employees will be needed to fill the positions created by this project. The unemployment rate in Hall County is 2.9%¹. Competition for employees may cause some wage pressure in other businesses. Given the number of jobs expected with this project the impact should be minimal within the overall economy of the City Of Grand Island.

E. Any other impacts determined by the authority to be relevant to the consideration of costs and benefits arising from the redevelopment project

In addition to the other tax revenue generated directly by this facility the Hall County/Grand Island CVB estimates that visitors who stay in hotel rooms spend a total of \$420 for their stay during a two night stay (including the cost of lodging).

¹ Nebraska Workforce Development August 2008

Resolution Number 2009-01

HALL COUNTY REGIONAL PLANNING COMMISSION

A RESOLUTION RECOMMENDING APPROVAL OF A REDEVELOPMENT PLAN OF THE CITY OF GRAND ISLAND, NEBRASKA; AND APPROVAL OF RELATED ACTIONS

WHEREAS, the Chairman and Board of the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), referred that certain Redevelopment Plan to the Hall County Regional Planning Commission, (the "Commission") a copy of which is attached hereto as Exhibit "A" for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska, pursuant to Section 18-2112 of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "Act"); and

WHEREAS, the Commission has reviewed said Redevelopment Plan as to its conformity with the general plan for the development of the City of Grand Island, Hall County;

NOW, THEREFORE, BE IT RESOLVED BY THE HALL COUNTY REGIONAL PLANNING COMMISSION AS FOLLOWS:

Section 1. The Commission hereby recommends approval of the Redevelopment Plan.

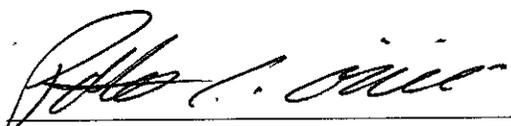
Section 2. All prior resolutions of the Commission in conflict with the terms and provisions of this resolution are hereby expressly repealed to the extent of such conflicts.

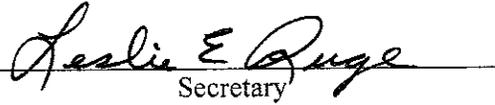
Section 3. This resolution shall be in full force and effect from and after its passage as provided by law.

DATED: November 5, 2008.

HALL COUNTY REGIONAL PLANNING COMMISSION

ATTEST:

By: 
Chair

By: 
Secretary

**BACKGROUND INFORMATION RELATIVE TO
TAX INCREMENT FINANCING REQUEST**

Project Redeveloper Information

- I. Business Name: SOUTH POINTE DEVELOPMENT, L.L.C.
Address: PO BOX 139 – GRAND ISLAND NE 68802
Telephone No.: (308) 381-2497
Contact: Raymond J. O'Connor
- II. Brief Description of Applicant's Business:
Real Estate Developer and Hotel Owner
- III. Present Ownership Proposed Project Site:
Raymond and Jennifer O'Connor – 2623 S. Locust St. – Grand Island, NE
Grand Island Community Redevelopment Authority – CRA Property to be
acquired: 2707-2709 South Locust Street – Grand Island, NE
- IV. Proposed Project: Building square footage, size of property, description of
Buildings – materials, etc. Please attach site plan, if available.
Eighty-two (82) room Best Western Inn and Suites
**Please review attached hotel material
- V. If Property is Subdivided, Show Division Planned:
- VI. Estimated Project Costs:
- Acquisition Costs:
- | | |
|---|-------------------|
| A. Land and Affiliate Cost (2623 S. Locust St.) | \$ <u>225,000</u> |
| B. 2709 – 2709 South Locust | \$ <u>50,000</u> |
- Construction Costs:
- | | |
|----------------------------------|---------------------|
| A. Renovation of Building Costs: | \$ <u>5,247,500</u> |
| B. On-Site Improvements: | \$ <u>Included</u> |

Soft Costs:

A. Architectural & Engineering Fees:	\$ <u>75,000</u>
B. Financing Fees:	\$ <u>5,000</u>
C. Legal / Developer / Audit Fees:	\$ <u>2,500</u>
D. Contingency Reserves:	\$ <u>n/a</u>
E. Other (Please Specify)	\$ <u>n/a</u>
TOTAL	\$ <u>82,500</u>

VII. Total Estimated Market Value at Completion: \$ 5,330,000

VIII. Source of Financing:

A. Developer Equity:	\$ <u>1,200,000</u>
B. Commercial Bank Loan:	\$ <u>4,130,000</u>
C. Tax Credits:	
1. N.I.F.A.	\$ <u>n/a</u>
2. Historic Tax Credits	\$ <u>n/a</u>
D. Industrial Revenue Bonds:	\$ <u>n/a</u>
E. Tax Increment Assistance: <i>**Total over a 15 year time period</i>	\$ <u>1,567,609</u>
F. Other	\$ <u>n/a</u>

IX. Name, Address, Phone & Fax Numbers of Architect, Engineer and General Contractor:

Narber, Inc., PO Box 1781, Grand Island, NE, 68802-1781
Phone (308) 381-1970, Fax (308) 384-2963

X. Estimated Real Estate Taxes on Project Site Upon Completion of Project:

\$5,330,000 x 2.074528% = \$110,572.00 Yearly

XI. Project Construction Schedule:

A. Construction Start Date: 90 days after Tax Increment Financing is available

B. Construction Completion Date: 270 days after construction start date

C. If Phased Project:

<u>n/a</u>	Year	<u>n/a</u>	Year
<u>n/a</u>	Year	<u>n/a</u>	Year

XII. Please Attach Construction Pro Forma

- XIII. Please Attach Annual Income & Expense Pro Forma
(With Appropriate Schedules)

TAX INCREMENT FINANCING REQUEST INFORMATION

- I. Describe Amount and Purpose for Which Tax Increment Financing is Requested:

The amount of Tax Increment Financing requested is approximately \$1,567,609 for 15 years. These funds will be used to assist in building and operating an 82 room Best Western Inn and Suites. Real Estate Taxes of Six Thousand and Twenty-Six Dollars (\$6,026.00) would continue to be paid each year of Tax Increment Financing.

- II. Statement Identifying Financial Gap and Necessity for use of Tax Increment Financing for Proposed Project:

Tax Increment Financing is an integral and essential component in the overall Financing of the project development in order to create adequate economics for the construction and operation of this hospitality product.

- III. Municipal and Corporate References (if applicable). Please identify all other Municipalities, and other Corporations the Applicant has been involved with, or has completed developments in, within the last five (5) years, providing contact person, telephone and fax numbers for each:

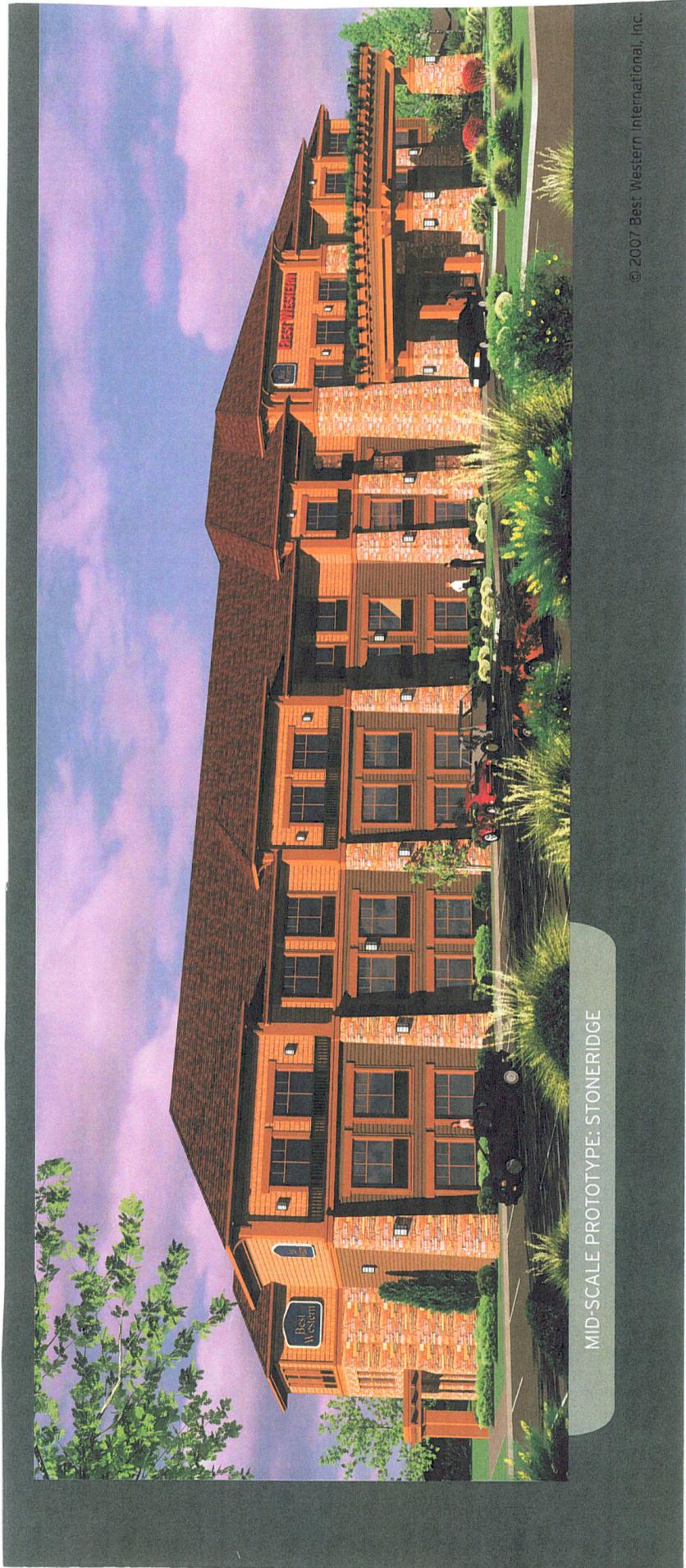
City of Grand Island – Raymond J. O’Connor

City of Kearney – Raymond J. O’Connor

South Pointe Development L.L.C. will be a newly formed Nebraska Limited Liability Company.

- IV. Please Attach Applicant’s Corporate / Business Annual Financial Statements for the Last Three Years.

South Pointe Development will be a newly formed Nebraska Limited Liability Company, thus it has no financial history.



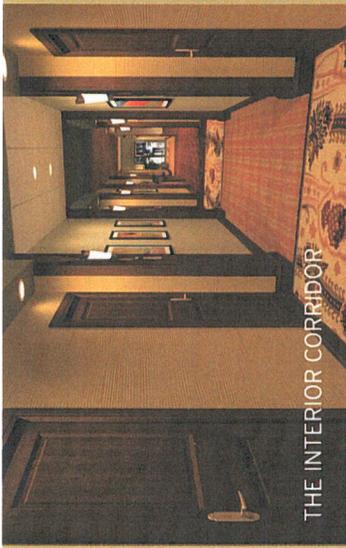
MID-SCALE PROTOTYPE: STONERIDGE



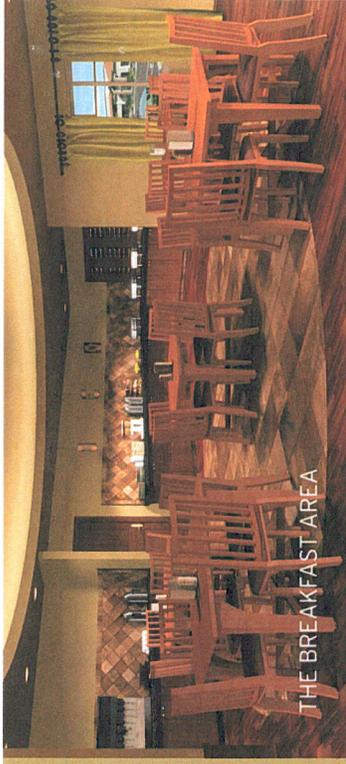
STONERIDGE EXTERIOR & PORTE COCHERE

THE MID-SCALE PROTOTYPE INTERIOR.

Responsive to the needs of guests. Value engineered for investors. Timeless in its appeal.



THE INTERIOR CORRIDOR

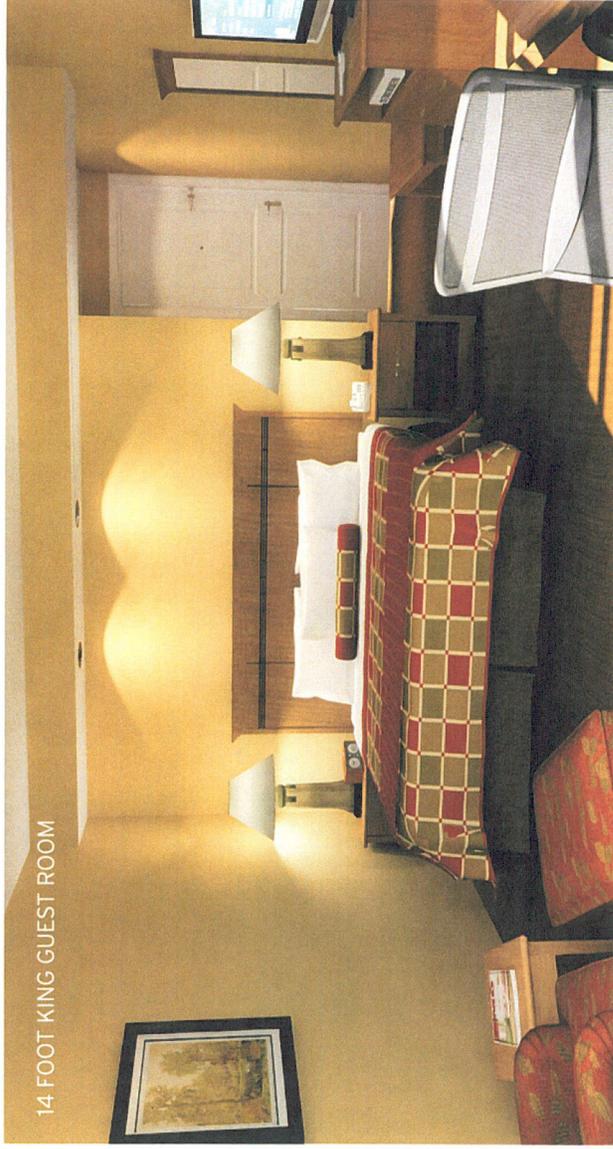


THE BREAKFAST AREA



THE LOBBY AND REGISTRATION DESK

The Stoneridge interior design featured here fuses Arts & Crafts with Contemporary for a casual luxury that is inviting to guests. Familiar materials of wood, metal and stone, accented by vibrant autumnal colors are timeless and universal in their appeal.



The Stoneridge Prototype Guestroom: A one-of-a-kind headboard created by Best Western designers calls out to guests that this is no cookie-cutter hotel - a point of difference that sets Best Western properties apart from the competition. The smartly designed desk has a built-in power strip for easy port access. Guests can adjust ceiling, tabletop and floor lighting to suit their mood and enjoy every modern amenity from the comfort of plush, overstuffed furniture - all of which comes at the greatest possible value for guests and investors alike.

Guestroom designs and room standards are specific to their respective prototype and therefore can only be used as designated.

KING GUEST UNIT 14-foot width

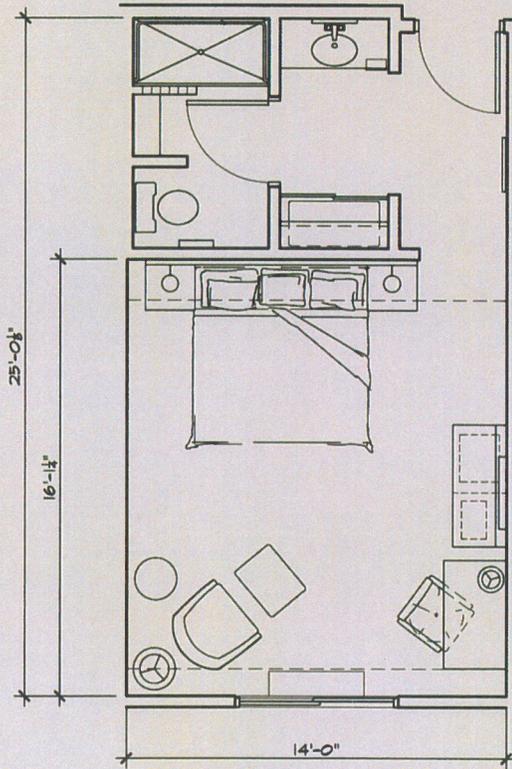
Total room size	14'-0" x 25'-0"
Living area size	14'-0" x 16'-1 1/4"
Net square feet	350
Number of units	20



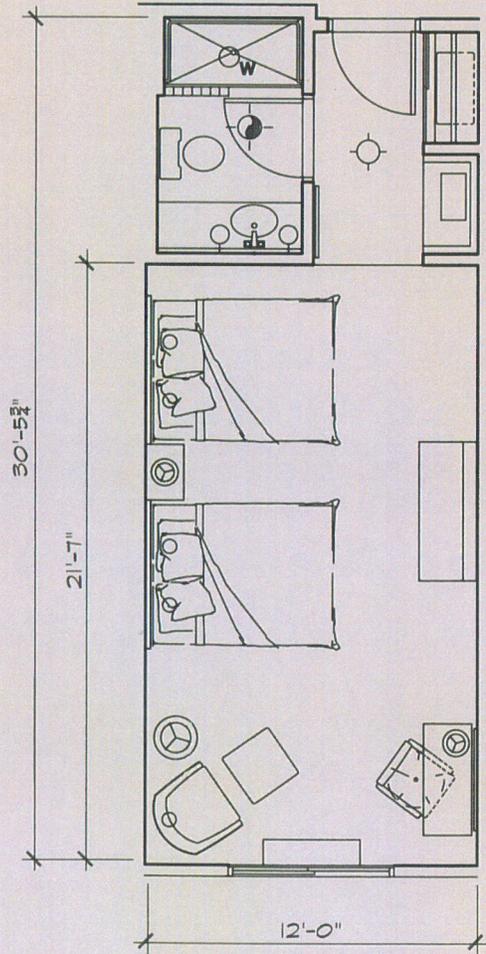
DOUBLE QUEEN GUEST UNIT 12-foot width

Total room size	12'-0" x 30'-5 3/4"
Living area size	12'-0" x 21'-7"
Net square feet	366
Number of units	30

14-FOOT WIDTH KING GUEST UNIT



12-FOOT WIDTH DOUBLE QUEEN UNIT



REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the ____ day of _____, 2008, by and between the Community Redevelopment Authority of the City of Grand Island, Nebraska (“Authority”) and South Pointe Development L.L.C. (“Redeveloper”), whether one or more.

WITNESSETH:

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

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

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

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

ARTICLE I

DEFINITIONS AND INTREPRETATION

Section 1.01 Terms Defined in this Redevelopment Contract.

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

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

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

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

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

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

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

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

“Redevelopment Contract” means this redevelopment contract between Authority and Redeveloper dated _____, 2008, with respect to the Project.

“Redevelopment Plan” means the Redevelopment Plan for Area No. 2, prepared by the Authority and approved by the City pursuant to the Act, as amended from time to time.

“Resolution” means the Resolution of the Authority dated _____, 2008, as supplemented from time to time, approving this Redevelopment Contract.

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

ARTICLE II

REPRESENTATIONS

Section 2.01 Representations by Authority.

Authority makes the following representations and findings;

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

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

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

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

Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

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

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

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

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

ARTICLE III

OBLIGATIONS OF THE AUTHORITY

Section 3.01 Division of Taxes

In accordance with Section 18-2147 of the Act, the Authority hereby amends the Redevelopment Plan of the Authority by providing that any ad valorem tax on real property in the Project for the benefit of any public body be divided for a period of fifteen years after the effective

date of this provision as provided in Section 18-2147 of the Act or until \$1,564,409.00 is provided through TIF, whichever occurs sooner. The effective date of this provision shall be January 1, 2009.

Section 3.02 TIF Pledge of Revenues.

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

Section 3.03 Payment.

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

Section 3.04 Creation of Fund.

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

ARTICLE IV
OBLIGATIONS OF REDEVELOPER

Section 4.01 Construction of Project; Insurance

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

(b) Any contractor chosen by the Redeveloper or the Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations and a penal bond as required by the Act. The Authority and the Redeveloper shall be named as additional insureds. Any contractor chosen by the Redeveloper or the Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage and shall include "All Risk" insurance for physical loss or damage. The contractor or the Redeveloper, as the case may be, shall furnish the Authority with a Certificate of Insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the Authority prior written notice in the event of cancellation of or material change in any of the policies.

Sections 4.02 Reserved.

Section 4.03 Redeveloper to Operate Project.

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

Section 4.04 Authority Costs.

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

Section 4.05 No Discrimination.

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

Section 4.06 Pay Real Estate Taxes.

Redeveloper intends to create a taxable real property valuation of the Project of \$5,027,358.00 no later than as of December 31, 2009. During the term of this contract, Redeveloper will (1) not protest a real estate property valuation on the Premises of \$5,330,000.00 or less after substantial completion or occupancy; (2) not convey the Premises or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes; and (3) cause all real estate taxes and assessments levied on the Premises to be paid prior to the time such become delinquent.

Section 4.07 Reserved.

Section 4.08 No Assignment or Conveyance.

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

(a) any conveyance as security for indebtedness (i) previously incurred by Redeveloper or incurred by Redeveloper after the effective date for Project Costs or any subsequent physical improvements to the premises with the outstanding principal amount of all such indebtedness (whether incurred prior to or after the effective date of this Agreement) secured by the Premises (ii) any additional or subsequent conveyance as security for indebtedness incurred by Redeveloper for Project Costs or any subsequent physical improvements to the premises provided that any such conveyance shall be subject to the obligations of the Redeveloper pursuant to this Redevelopment Contract;

(b) if Redeveloper is an individual, any conveyance to Redeveloper’s spouse, or to Redeveloper’s spouse or issue pursuant to bequest, devise or the laws of intestacy upon the death of Redeveloper;

(c) any conveyance to a limited partnership or limited liability company so long as Redeveloper is general partner or manager of the entity.

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

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

Section 5.02 Encumbrances.

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

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of Authority and Redeveloper.

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

Section 6.02 Additional Remedies of Authority.

In the event that:

(a) The Redeveloper, or successor in interest, shall fail to complete the construction of the Project on or before December 31, 2009, or shall abandon construction work for any period of 90 days;

(b) The Redeveloper, or successor in interest, shall fail to pay real estate taxes or assessments on the Premises or any part thereof when due, and such taxes or assessments shall not

have been paid, or provisions satisfactory to the Authority made for such payment within 30 days following written notice from Authority; or

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

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

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

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

Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

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

Section 6.04 Enforced Delay Beyond Party's Control.

For the purposes of any of the provisions of this Redevelopment Contract, neither the Authority nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the conveyance or preparation of the Premises for redevelopment, or the beginning and completion of the construction of the Project,

or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes; it being the purpose and intent of this provision that in the event of this occurrence of any such enforced delay, the time or times for performance of the obligations of the Authority or of the Redeveloper with respect to construction of the Project, as the case may be, shall be extended for the period of the enforced delay: Provided, that the party seeking the benefit of the provisions of this section shall, within thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and requested an extension for the period of the enforced delay.

Section 6.05 Limitation of Liability; Indemnification.

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

The Redeveloper will indemnify and hold each of the Authority and the City and their directors, officers, agents, employees and members of their governing bodies free and harmless from any loss, claim, damage, demand, tax, penalty, liability disbursement, expense, including litigation expenses, attorneys' fees and expenses, or court costs arising out of any damage or injury, actual or claimed, of whatsoever kind or character, to property (including loss of use thereof) or persons, occurring or allegedly occurring in, on or about the Project during the term of this Redevelopment Contract or arising out of any action or inaction of Redeveloper, injury, actual or claimed, of whatsoever kind or character, to property (including loss of use thereof) or persons, occurring or allegedly occurring in, on or about the Project during the term of this Redevelopment

Contract or arising out of any action or inaction of Redeveloper, whether or not related to the Project, or resulting from or in any way related to the enforcement of this Redevelopment Contract or any other cause pertaining to the Project.

ARTICLE VII
MISCELLANEOUS

Section 7.01 Notice Recording.

A notice memorandum of this Redevelopment Contract shall be recorded with the Register of Deeds of Hall County, Nebraska.

Section 7.02 Governing Law.

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

Section 7.03 Binding Effect; Amendment.

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

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

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
GRAND ISLAND, NEBRASKA

ATTEST:

Secretary

By: _____
Its Chair

STATE OF NEBRASKA)
)ss.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by Barry G. Sandstrom and Chad Naby, Chair and Secretary,

respectively, of the Community Redevelopment Authority of the City of Grand Island, Nebraska, on behalf of the Authority.

(SEAL)

Notary Public

SOUTH POINTE DEVELOPMENT,
L.L.C.

By _____
Member

By _____
Member

STATE OF NEBRASKA)
)ss.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by South Pointe Development, L.L.C., by _____, Member and _____, Member.

(SEAL)

Notary Public

EXHIBIT A

DESCRIPTION OF PREMISES

A tract of land located in Section Twenty-Seven (27), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska, commencing at a point which is 525 feet North and 33 feet East of the quarter section corner between Sections Twenty-Seven (27) and Twenty-Eight (28) in Township Eleven (11) North, Range Nine (9) West of the 6th P.M. running thence North 100 feet along a line parallel to and 33 feet East of the Section line between Sections Twenty-Seven (27) and Twenty-Eight (28), thence Easterly at right angles a distance of 361.5 feet, thence Southerly at right angles a distance of 247.5 feet; thence Westerly at right angles to the Southeasterly corner of the tract conveyed by the grantor therein named on the 6th day of May 1930 to R.I. Merrick, which deed is recorded at page 627, in Book 69, from Deed Records in the Office of Register of Deeds, Hall County, Nebraska thence Northerly along East line of said tract so conveyed to said Merrick to the Northeasterly corner thereof, thence Westerly along the Northerly line of said tract so conveyed by grantor to the said Merrick to the place of beginning, expecting a tract of land to the City of Grand Island, Nebraska more particularly described in Deed recorded as Document No 200008052.

AND

Beginning at a point 377.5 Feet North of and 33 Feet East of the Quarter Section corner between Sections Twenty-Seven (27) and Twenty-Eight (28), in Township Eleven (11) North, Range Nine (9) West of the 6th P.M. and running thence North, along a line parallel to and 33 Feet East of the Section line between said sections Twenty-Seven (27) and Twenty-Eight (28), a distance of 147.5 Feet thence Easterly, at right angles, a distance of 354.65 Feet thence Southerly at right angles, a distance of 147.3 Feet; thence Westerly at right angles, a distance of 355.9 Feet to the place of beginning, and being a part of Lot One (1) Mainland in Section Twenty-Seven (27) in Township Eleven (11) North, Range Nine (9) West of the Sixth P.M., excepting therefrom, the property described in the Report of Appraisers recorded in Book T, Page 253, of the Miscellaneous Records in the Office of the Register of Deeds, Hall County, Nebraska

EXHIBIT B

DESCRIPTION OF PROJECT

An 82 unit three story Best Western Stoneridge Motel with attached indoor pool, business center, fitness center and board room, all containing approximately 11,500 square feet.

EXHIBIT C
(Estimated)

1.	<u>Acquisition Costs:</u>	
	A. Land	\$275,000.00
	B. Building - Included in Land Cost	N/A
2.	<u>Construction Costs:</u>	
	A. Renovation or Building Costs:	\$5,247,500.00
	B. On-Site Improvements:	N/A
	C. Off-Site Improvements:	\$
3.	<u>Soft Costs:</u>	
	A. Architectural & Engineering Fees:	\$75,000.00
	B. Financing Fees:	\$5,000.00
	C. Legal/Developer/Audit Fees:	\$2,500.00
	D. Contingency Reserves:	N/A
	E. Other (Please Specify)	N/A
	TOTAL	\$82,500.00



City of Grand Island

Tuesday, November 18, 2008

Council Session

Item F1

**#9198 - Consideration of Annexation Property Located at 908 East
Capital Avenue (Final Reading)**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: November 18, 2008
Subject: Annexation - Ordinance (Third Reading)
Item #'s: F-1
Presenter(s): Chad Nabity AICP, Regional Planning Director

Background

Annexation of land, located in the S ½ of the SW ¼ 3-11-09 (908 E. Capital Avenue) into the Grand Island City Limits see the attached map. The owner of this property petitioned Council to consider annexation of this property. He desires to hook this property up to city sewer services.

Discussion

On September 3, 2008 the Hall County Regional Planning Commission held a public hearing before considering this matter.

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

This property is adjacent to and contiguous with the Grand Island City along a portion of its southern property line (Capital Avenue).

Water is available to the property included in this annexation request. Sewer is available to the property. This property is within the Grand Island Utilities Electrical Service District. This property is within the Grand Island School District. Annexing this property **will not** impact the two mile extraterritorial jurisdiction of Grand Island.

This is the third reading of the ordinance to annex property.

Alternatives

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

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

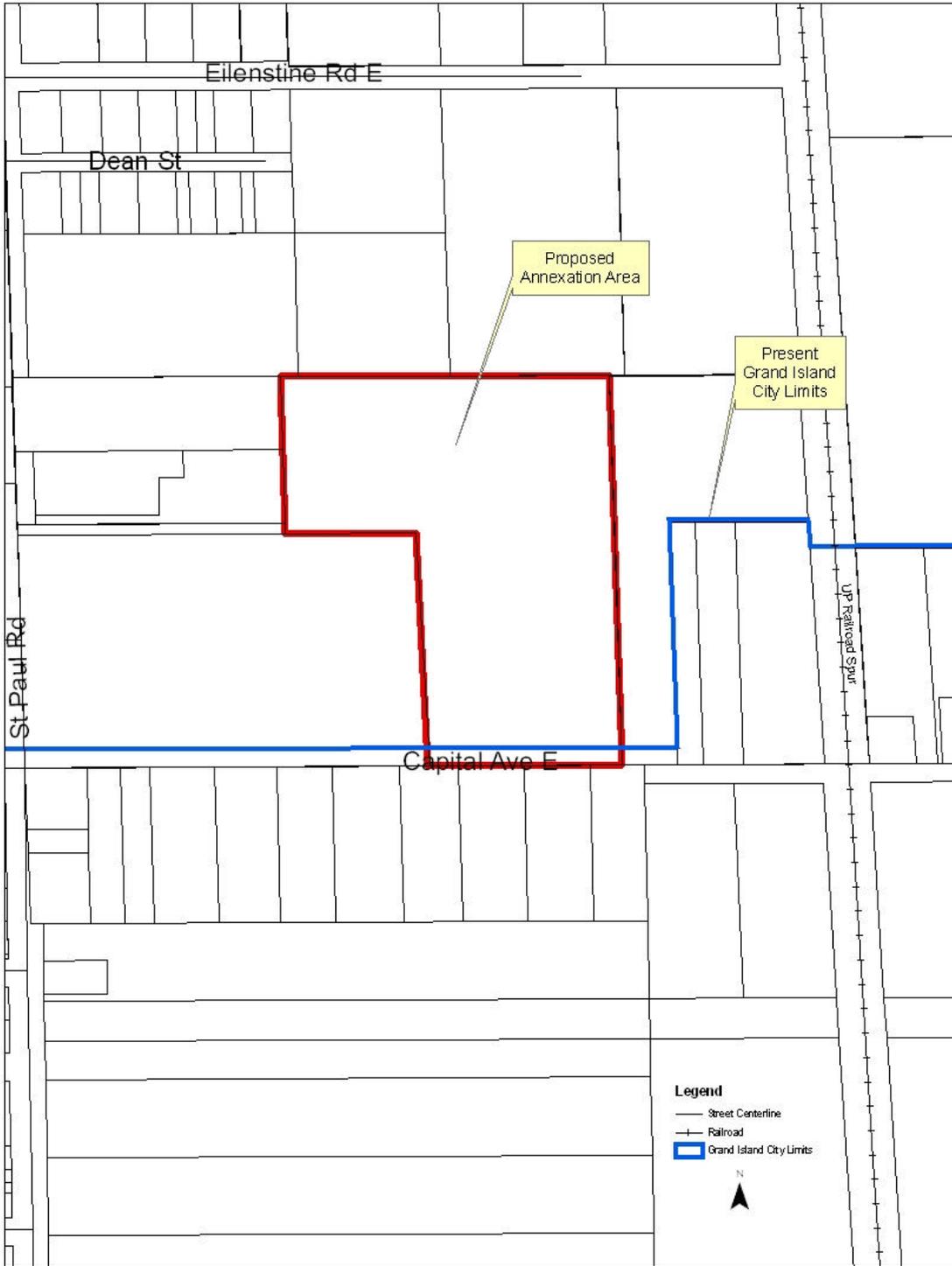
Recommendation

A motion was made by Ruge to approve the annexation request and seconded by Miller.

A roll call vote was taken and the motion passed with 10 members present (Miller, O'Neill, Ruge, Reynolds, Hayes, Eriksen, Monter, Haskins, Bredthauer, Snodgrass) all voting in favor.

Sample Motion

Approve the annexation as Submitted



* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9198

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land North of Capital Avenue in the Southwest Quarter (SW1/4) of Section Three (3) in Township Eleven (11) North, Range Nine (9) West of the 6th P.M. in Hall County in the area of 908 East Capital Avenue, Nebraska as more particularly described hereinafter; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, after public hearing on September 3, 2008, the Regional Planning Commission recommended the approval of annexing into the City of Grand Island, the following tracts of land in Hall County, Nebraska:

Beginning at a point 843.8 feet East of the Southwest Corner of Section Three (3), Township Eleven (11) North, Range Nine (9) West of the 6th P.M.; running thence North on a line parallel with the Section line 516 feet; thence East on a line parallel with the Section line 421.4 feet; thence South parallel with the Section line 516 feet to the South line of said Section; thence West along said Section line 421.4 feet to the place of beginning.

AND

Commencing at a point 452.8 feet West of the center of the Omaha and Republican Valley Railroad now known as the Ord Branch of the Union Pacific

Approved as to Form	☐ _____
November 13, 2008	☐ City Attorney

ORDINANCE NO. 9198 (Cont.)

Railroad Company, and the Northeast Corner of the North Twelve (12) acres, more or less of the South Thirty Two (32) acres of that part of the Southwest Quarter (SW1/4) of Section Three (3) in Township Eleven (11) North, Range Nine (9), West of the 6th P.M., and lying West of said Railroad; thence running in a Southerly direction 312.5 feet; thence in a Westerly direction 697.0 feet; thence in a Northerly direction 312.5 feet; thence in an Easterly direction 697.0 feet to the place of beginning.

WHEREAS, after public hearing on October 28, 2008, the City Council of the City of Grand Island found and determined that such annexation be approved; and

WHEREAS, on October 28, 2008, the City Council of the City of Grand Island approved such annexation on first reading.

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

SECTION 1. It is hereby found and determined that:

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

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

(C) The various zoning classifications of the land shown on the Official Zoning Map of the City of Grand Island, Nebraska, are hereby confirmed and that the extraterritorial zoning jurisdiction is extended as allowed by law.

(D) There is unity of interest in the use of the said tract of land, lots, tracts, highways and streets (lands) with the use of land in the City, and the community convenience

ORDINANCE NO. 9198 (Cont.)

and welfare and in the interests of the said City will be enhanced through incorporating the subject land within the corporate limits of the City of Grand Island.

(E) The plan for extending City services adopted by the City Council by the passage and approval of Resolution No. 2008-274 is hereby approved and ratified as amended.

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

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

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

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

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

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

ORDINANCE NO. 9198 (Cont.)

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

Enacted: November 18, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 18, 2008

Council Session

Item F2

#9199 - Consideration of Assessments for Sanitary Sewer District 523; Lots 1-8 & Lots 22-31 of Westwood Park 2nd Subdivision and Sanitary Sewer District 525; Lot 8 & 9 of Westwood Park Subdivision

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

Staff Contact: Steven P. Riehle, City Engineer/Public Works Direc

ORDINANCE NO. 9199

An ordinance assessing and levying a special tax to pay the cost of construction of Sanitary Sewer District No. 523 and 525 of the City of Grand Island, Nebraska; providing for the collection of such special tax; repealing any provisions of the Grand Island City Code, ordinances, and parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts and parcels of land specially benefited, for the purpose of paying the cost of construction of said sanitary sewer main in said Sanitary Sewer District No. 523 and 525, as adjudged by the Mayor and Council of the City, to the extent of benefits thereto by reason of such improvement, after due notice having been given thereof as provided by law; and a special tax for such cost of construction is hereby levied at one time upon such lots, tracts and land as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
<u>Sanitary Sewer District No. 523</u>		
Lyle E & Dorothy L Juett	Lot 1, Westwood Park Second Subdivision	\$16,321.45
William D & Sandra K Blender	Lot 2, Westwood Park Second Subdivision	\$16,321.45
James R & Judy M Almquist	Lot 3, Westwood Park Second Subdivision	\$16,321.45
Samuel R & Nancy A Reynolds	Lot 4, Westwood Park Second Subdivision	\$16,321.45

ORDINANCE NO. 9199 (Cont.)

Sherilyn Joy Topinka	Lot 5, Westwood Park Second Subdivision	\$16,321.45
James H & Melinda J Powers	Lot 6, Westwood Park Second Subdivision	\$16,321.45
John W & Beatrice L Gjertsen	Lot 7, Westwood Park Second Subdivision	\$16,321.45
James L & Bonnie M Hartman	Lot 8, Westwood Park Second Subdivision	\$16,321.45
Gary L & Jeri L Thiede	Lot 22, Westwood Park Second Subdivision	\$16,321.45
Mark D & Michquel Bonser	Lot 23, Westwood Park Second Subdivision	\$16,321.45
Troy D & Chris Anne Shubert	Lot 24, Westwood Park Second Subdivision	\$16,321.45
Dennis A & Kimberly J Jay	Lot 25, Westwood Park Second Subdivision	\$16,321.45
David J & Janice K Sperling	Lot 26, Westwood Park Second Subdivision	\$16,321.45
Gabor & Diana Bodonyi-Kovacs	Lot 27, Westwood Park Second Subdivision	\$16,321.45
Wayne V & Laurie A Gress	Lot 28, Westwood Park Second Subdivision	\$16,321.45
Barbara A Williby (Trustee)	Lot 29, Westwood Park Second Subdivision	\$16,321.45
Don C & Anita Beth Meyer	Lot 30, Westwood Park Second Subdivision	\$16,321.45
Lonnie D & Jessica J Musil	Lot 31, Westwood Park Second Subdivision	\$16,321.45
<u>Sanitary Sewer District No. 525</u>		
Toby S & Stephanie Mohrer	Lot 8, Westwood Park Subdivision	\$16,321.42
Richard L & JoAnn A Sok	Lot 9, Westwood Park Subdivision	\$16,321.43
TOTAL		\$326,428.95

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

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

ORDINANCE NO. 9199 (Cont.)

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "Sewer Extension Fund" for Sanitary Sewer District No. 523 and 525.

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

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: November 18, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 18, 2008

Council Session

Item F3

#9200 - Consideration of Amendments to Chapter 5 of the Grand Island City Code Relative to Animals

Staff Contact: Wes Nespor

Council Agenda Memo

From: Wesley D. Nespor, Legal Department

Meeting: November 18, 2008

Subject: Amendments to Chapter 5 of the City Code

Item #'s: F-3

Presenter(s): Dale Shotkoski, City Attorney or Wesley D. Nespor, Attorney

Background

The City Council adopted a goal to comprehensively review and update the City Code. These proposed revisions are part of that process.

Discussion

The changes to Chapter 5 update definitions to coincide with changes to Nebraska Revised Statutes under Legislative Bill 1055. The most significant changes relate to the standards for determining if an animal is potentially dangerous or dangerous and the impoundment and disposition of such animals is clarified. On October 30, 2008, the Animal Advisory Board met and approved the proposed changes and recommends the same to City Council.

Alternatives

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

1. Move to approve
2. Take no action
3. Postpone the issue to future date

Recommendation

City Administration recommends that the Council approve the amendments to Chapter 5 of the City Code.

Sample Motion

Move to approve the ordinance amending Chapter 5 of the City Code.

ORDINANCE NO. 9200

An ordinance to amend Grand Island City Code Chapter 5 Sections 5-1 through 5-47 regarding definitions, humane treatment, animal control, dangerous animals, and potentially dangerous animals to harmonize it with State Statutes; to repeal sections 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 5-1 through 5-47 of the Grand Island City Code are amended to read as follows:

**CHAPTER 5
ANIMALS
Article I. General**

§5-1. Definitions

As used in this chapter, the following terms mean:

Abandon. Means to leave any animal in one's care, whether as owner or custodian, for any length of time without making effective provision for its food, water, or other care as is reasonably necessary for the animal's health;

Animal. Any live, vertebrate creature other than human beings.

Animal Control Officer. Means any member of the Nebraska State Patrol, any county or deputy sheriff, any member of the police force of any city or village, Health Department employee, employee of the Animal Control Authority, or any other public official authorized by the City to enforce state or local animal control laws, rules, regulations, or ordinances.

Animal Control Authority. Shall mean an entity authorized to enforce the animal control laws of the City designated by the City Council.

Animal Shelter. Any facility operated by the City or the ~~contracting agency~~ Animal Control Authority for the purpose of impounding or caring for animals held under the authority of this chapter.

Auctions. Any place or facility where animals are regularly bought, sold, or traded, except for those facilities otherwise defined in this ordinance. This section does not apply to individual sales of animals by owners.

Birds. Any feathered vertebrate, including pigeons, but excluding poultry.

Bite. Any seizure with the teeth by an animal

Circus. A commercial variety show featuring animal acts for public entertainment.

Commercial Animal Establishment. Any pet shop, grooming shop, auction, riding school or stable, circus, performing animal exhibition, or kennel (this term shall not include a veterinary hospital or veterinary clinic).

Cruelly mistreat. Means to knowingly and intentionally kill, maim, disfigure, torture, beat, mutilate, burn, scald, or otherwise inflict harm upon any animal;

Cruelly neglect. Means to fail to provide any animal in one's care, whether as owner or custodian, with food, water, or other care as is reasonably necessary for the animal's health;

ORDINANCE NO. 9200 (Cont.)

Dangerous Animal. ~~Any animal that, according to the records of the Central Nebraska Humane Society: (a) has killed or inflicted severe injury on a human being on public or private property; (b) has killed a domestic animal without provocation while the animal was off the owner's property; or (c) has been previously determined to be a potentially dangerous animal by an Humane Society officer and the owner has received notice of such determination and such animal again aggressively bites, attacks, or endangers the safety of humans or domestic animals. A dog shall not be defined as a dangerous dog if the threat, any injury that is not a severe injury, or the damage was sustained by a person who, at the time, was committing a willful trespass or any other tort upon the property of the owner of the dog, who was tormenting, abusing, or assaulting the dog, who has, in the past, been observed or reported to have tormented, abused, or assaulted the dog, or who was committing or attempting to commit a crime.~~ Means an animal that (i) has killed a human being; (ii) has inflicted injury on a human being that requires medical treatment; (iii) has killed a domestic animal without provocation; or (iv) has been previously determined to be a potentially dangerous animal by an animal control authority or animal control officer, the owner has received notice of such determination, and the animal inflicts an injury on a human being that does not require medical treatment, injures a domestic animal, or threatens the safety of humans or domestic animals. An animal shall not be defined as a dangerous animal hereunder if the individual was tormenting, abusing, or assaulting the animal at the time of the injury or has, in the past, been observed or reported to have tormented, abused, or assaulted the animal. An animal shall not be defined as a dangerous animal if the injury, damage, or threat was sustained by an individual who, at the time, was committing a willful trespass, was committing any other tort upon the property of the owner of the animal, was tormenting, abusing, or assaulting the animal, or has, in the past, been observed or reported to have tormented, abused, or assaulted the animal, or was committing or attempting to commit a crime;

Domestic animal. Shall mean a cat, a dog, or livestock.

Enclosure. Any tract of land intended to restrain or contain an animal by means of a building, fence, or any other means.

Fowl. Any poultry, other than pigeons.

Grooming Shop. A commercial establishment where animals are bathed, clipped, plucked, or otherwise groomed.

Health Department. ~~Means the Central District Health Department or a~~ Any agency with which the City contracts to enforce the provisions of Chapter 5 - Animals of the Grand Island City Code related to public health and welfare .

Humane killing. Means the destruction of an animal by a method which causes the animal a minimum of pain and suffering;

Humane Society. ~~The Central Nebraska Humane Society with which the City contracts to enforce the provisions of Chapter 5 - Animals of the Grand Island City Code.~~

Humane Society Officer. ~~Any police officer, Health Department employee, or employee of the contracting agency who is performing the duty of enforcing the provisions of this chapter.~~

Kennel. Any premises wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs or cats.

Livestock. Any hooved animal commonly associated with domestic agricultural purposes, including but not limited to: horses, mules, donkeys, cows, sheep, goats, llamas, hogs.

Medical treatment. Means treatment administered by a physician or other licensed health care professional.

Mutilation. Means intentionally causing permanent injury, disfigurement, degradation of function, incapacitation, or imperfection to an animal. Mutilation does not include conduct performed by a veterinarian licensed to practice veterinary medicine and surgery in this state or conduct that conforms to accepted veterinary practices;

Owner. Any person, partnership, or corporation owning, keeping, harboring one or more animals. An animal shall be deemed to be harbored if it is fed or sheltered for three consecutive days or more or has exercised control or custody of the animal.

Performing Animal Exhibition. Any spectacle, display, act, or event other than circuses in which performing animals are used.

Pet. Any animal kept for pleasure rather than utility.

Pet Shop. Any person, partnership, or corporation, whether operated separately or in connection with another business except for a licensed kennel, that buys, sells, or boards any species of animal.

Potentially Dangerous Animal. Means (a) any animal that when unprovoked (i) inflicts an injury

ORDINANCE NO. 9200 (Cont.)

on a human being that does not require medical treatment, (ii) injures a domestic animal, or (iii) chases or approaches a person upon streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack or (b) any specific animal with a known propensity, tendency, or disposition to attack when unprovoked, to cause injury, or to threaten the safety of humans or domestic animals.

(a) Any animal that when unprovoked (1) inflicts a non—severe injury on a human or injures a domestic animal either on public or private property or (2) chases or approaches a person upon streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack or (b) any specific dog with a known propensity, tendency, or disposition to attack when unprovoked, to cause injury, or to threaten the safety of humans or domestic animals.

Repeated beating. Means intentional successive strikes to an animal by a person resulting in serious bodily injury or death to the animal.

Restraint. Any animal secured by a leash or lead, or under the control of a responsible person and obedient to that person's commands, or within the real property limits of its owner.

Residence. The structure used as a domicile by a person or a family.

Riding School or Stable. Any place which has available for hire, boarding and/or riding instruction, any horse, pony, donkey, mule, or burro.

Running at Large. Running at large shall mean any dog or other animal off the premises of the owner and not under the immediate control of a person physically capable of restraining the animal by holding a leash, cord, chain, wire, rope, cage or other suitable means of physical restraint or if the animal is out of doors on the premises of the owner, the animal shall be in an adequately fenced in area or securely fastened to a leash or chain to prevent the animal from leaving the owner's premises.

Scratch. Any scraping with the claws by an animal which causes an abrasion, puncture or wound of the skin.

Serious injury or illness. Includes any injury or illness to any animal which creates a substantial risk of death or which causes broken bones, prolonged impairment of health, or prolonged loss or impairment of the function of any bodily organ

Severe Injury. Any physical injury to a person that results in disfiguring lacerations requiring multiple sutures or cosmetic surgery, or one or more broken bones, or that creates a potential danger to the life or health of a victim.

Shelter. Any structure with a roof and walls designed and/or intended to house one or more animals.

Torture. Means intentionally subjecting an animal to extreme pain, suffering, or agony. Torture does not include conduct performed by a veterinarian licensed to practice veterinary medicine and surgery in this state or conduct that conforms to accepted veterinary practices.

Veterinary Hospital or Veterinary Clinic. Any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseased and injured animals.

Wild Animal. Any live animal normally found living in a state of nature and not normally subjected to domestication, including but not limited to: monkeys, raccoons, skunks, snakes, and lions, but excluding birds.

§5-2. Animal Advisory Board; Establishment

There is hereby established the Animal Advisory Board of the City of Grand Island, whose duty it shall be to advise the mayor and city council on all matters relating to this chapter. The board shall be composed of seven members: four members appointed by the mayor subject to confirmation by the city council; and the chief of police or his/her designee, the director of the Animal Control Authority ~~humane society~~ or his/her designee, and the director of the department of health or his/her designee. Appointed members shall serve without compensation. The Animal Advisory Board shall meet during the first week of January and the first week of July of each year and/or such other occasions as may be established by said board. Attendance by any four or more members shall constitute a quorum.

§5-3. Composition and Term

Said advisory board shall be composed of one veterinarian and three representatives from the community at large. The chief of police or his/her designee, the director of the Animal Control Authority ~~humane society~~ or his/her designee, and the director of the department of health or his/her designee shall serve as ex officio members. The original appointees to the Animal Advisory Board shall serve terms as follows: One for one year, one for two years, and one for three years. Thereafter, all appointments shall be for three year terms, provided, any appointment to fill a vacancy shall only be for the

ORDINANCE NO. 9200 (Cont.)

unexpired portion of the term of the member being replaced. The mayor may remove any appointed member without cause.

§5-4. Enforcement; Jurisdiction; Agencies; Duties

(A) This chapter shall be enforced only within the corporate limits of the City of Grand Island.

(B) The Code provisions of this chapter shall be enforced by the agency with which the City contracts to enforce said provisions and the Police Department. All employees of said ~~contracting agency~~ Animal Control Authority shall be designated ~~animal control humane society~~ officers for the purposes of this chapter.

(C) The Health Department shall assist in enforcement of code provisions relating to public health, safety and welfare.

(D) This Chapter shall not apply to:

(1) Care or treatment of an animal by a veterinarian licensed under the Nebraska Veterinary Practice Act until December 1, 2008, and the Veterinary Medicine and Surgery Practice Act on and after December 1, 2008;

(2) Commonly accepted care or treatment of a police animal by a law enforcement officer in the normal course of his or her duties;

(3) Research activity carried on by any research facility currently meeting the standards of the federal Animal Welfare Act, 7 U.S.C. 2131 et seq., as such act existed on January 1, 2003;

(4) Commonly accepted practices of hunting, fishing, or trapping;

(5) Commonly accepted practices occurring in conjunction with rodeos, animal racing, or pulling contests;

(6) Humane killing of an animal by the owner or by his or her agent or a veterinarian upon the owner's request;

(7) Commonly accepted practices of animal husbandry with respect to farm animals and commercial livestock operations, including their transport from one location to another and nonnegligent actions taken by personnel or agents of the Nebraska Department of Agriculture or the United States Department of Agriculture in the performance of duties prescribed by law;

(8) Use of reasonable force against an animal, other than a police animal, which is working, including killing, capture, or restraint, if the animal is outside the owned or rented property of its owner or custodian and is injuring or posing an immediate threat to any person or other animal;

(9) Killing of house or garden pests;

(10) Commonly followed practices occurring in conjunction with the slaughter of animals for food or byproducts; and

(11) Commonly accepted animal training practices.

§5-5. Interference with ~~Animal Control~~ Humane Society Officer

It shall be unlawful for any person to interfere with an ~~animal control humane society~~ officer in the performance of his or her duties.

Article II. Commercial Animal Establishments

§5-6. Commercial Animal Establishments

All provisions of this chapter relating to the care and control of animals shall apply to commercial animal establishments as to all animals not kept for sale or resale; and, as to all animals kept for sale or resale, all provisions shall apply except for the enclosure distance requirements set forth in §5-16 and §5-17; the limitations of the number of animals set forth in §5-18; the minimum area requirements set forth in §5-18; the prohibition of roosters as set forth in §5-41.1; and the registration of dogs and cats set forth in §5-12.

§5-7. Permits Required

No person, partnership, or corporation shall operate a commercial animal establishment within the City of Grand Island without first obtaining a commercial permit. Operation of a commercial animal establishment without a commercial animal establishment permit shall constitute a public nuisance, subject to abatement pursuant to §20-15 of the Grand Island City Code.

§5-8. Commercial Permits; Fee; Renewal

(A) A commercial permit fee as adopted by the Health Department and identified in the City of

ORDINANCE NO. 9200 (Cont.)

Grand Island Fee Schedule shall be paid to the Health Department for each commercial animal establishment within the City.

(B) Each permit shall be effective for one year, beginning on August 1 of each year and ending on July 31 of the following year.

(C) Renewal applications shall be made no sooner than thirty days prior to, nor later than thirty days after, the first day of August.

§5-9. Commercial Permits; Transfer

Permits may be transferred upon a change of ownership of a commercial animal establishment upon payment of a transfer fee as adopted by the Health Department and identified in the City of Grand Island Fee Schedule.

§5-10. Commercial Establishments; Inspections

It shall be a condition of the issuance of a permit for operating a commercial animal establishment, that the City or the Health Department shall be permitted to inspect the premises and all animals thereon semi-annually. Refusal to allow an inspection by an authorized agent of the City or Health Department shall be a ground for revocation of said permit. All commercial animal establishments shall comply with the Minimum Standards of Sanitation, Care, and Adequate Housing to be promulgated and adopted by the Animal Advisory Board and approved by the Mayor and City Council. Copies of the Minimum Standards of Sanitation, Care, and Adequate Housing shall be on file with the City Clerk and the Animal Control Authority ~~humane society~~, and shall be available for public inspection.

§5-11. Commercial Permits; Revocation

The city council may, after notice and hearing as provided by law, revoke or suspend any commercial permit for one or more of the following causes:

(A) Refusal by the commercial permit holder to allow the City or an animal control officer ~~the humane society~~ to inspect the premises or examine the animals thereon.

(B) The conviction of the commercial permit holder or any of his or her employees for the offense of cruelty to animals, whether or not said conviction is based upon the treatment of any animal on the premises of the commercial animal establishment.

(C) Three or more convictions of the commercial permit holder and/or any of his or her employees for violations of any provision of this chapter within any twelve month period where said violations are based upon the care and/or control of the animals on the premises of said establishment.

Article III. Animal Licenses

§5-12. Registration Fee; Amounts; Delinquent

(A) The owner of any dog or cat over the age of three months in the City of Grand Island shall pay an annual pet license fee for said dog or cat. Such fee shall be adopted by the governing body and identified in the City of Grand Island Fee Schedule.

The annual pet license as provided in this section shall be for the period of January 1 through December 31 of the licensing year. The pet license provided for by this section shall be secured by each new owner or new resident within thirty days of establishing residency in the City or after acquiring said animal, notwithstanding the fact that the dog or cat may have been registered within the annual period by a previous owner or that the dog or cat had been registered with another authority other than the City of Grand Island.

(B) The fee required in (A) above shall become due on January 1 of the licensing year and shall become delinquent on February 1 of each year. The owner of any dog or cat in the City of Grand Island registering the same after said fee has become delinquent shall pay a surcharge in accordance with the fees adopted by the governing body identified in the City of Grand Island Fee Schedule.

(C) No dog or cat shall be registered and licensed unless and until the owner shall display a certificate of a licensed veterinarian showing that such dog or cat has been vaccinated for rabies.

(D) The owner of any dog or cat that has been declared "potentially dangerous" or "dangerous" shall pay, in addition to the pet license above, an annual kennel inspection fee. Such fee shall become due at the time of the declaration, and then shall be paid annually thereafter with the annual fee becoming due on January 1 of the year following the declaration, and shall become delinquent on February 1 of said year. The kennel inspection fee shall be adopted by the governing body and identified in the City of Grand Island Fee Schedule.

ORDINANCE NO. 9200 (Cont.)

Amended by Ordinance No. 9142, effective 11-28-2007

§5-13. Pet Tag; Issuance

(A) Upon the payment of the pet license fee required by §5-12, the owner shall be issued a metal tag for each dog or cat registered, which tag shall be marked and numbered with the year for which the tag is purchased and fee paid, and the number corresponding with the number of the dog or cat on the fee list. The pet tag must be attached to a collar or a harness and must be worn by each dog or cat at all times.

(B) Each dog or cat registered must be listed and numbered by the treasurer.

(C) If a pet license tag is lost, a replacement tag must be issued upon payment of a fee as adopted by the humane society board and identified in the City of Grand Island Fee Schedule.

Article IV. Animal Care

§5-14. Shelter Required

No owner shall fail to provide his or her pets with shelter of sufficient size to allow each pet to lie down, and of sufficient construction to shield the pets from the wind, sun, and from precipitation.

§5-15. Enclosure Required

No owner shall fail to confine his or her animals within an enclosure of sufficient size and design to prevent the animal from escaping or to restrain said animal by a rope, chain, or stake in such a manner as to prevent such animal from going onto any public property or onto the property of another.

§5-16. Enclosures; Requirements

(A) All enclosures and restraints required by §5-15 which are used to confine horses, mules, donkeys, cows, sheep, goats or llamas shall be no less than 150 feet from any residence other than the residence of the owner of said enclosure unless a waiver or variance is obtained as provided in subsection (C) below.

(B) All enclosures and restraints required by §5-15 which are used to confine rabbits, birds, chickens shall be at least fifteen (15) feet from any privately-owned property abutting the owner's property.

(C) The owner of any animal affected by subsection (A) may keep or maintain an enclosure within the prohibited distance by either obtaining a waiver from all property owners within the prohibited distance stating that said property owners do not object to the keeping of animals within the prohibited distance, and filing the same with the ~~City Clerk~~ humane society, or obtaining a variance from the city council; provided, that no variance shall be granted by the city council for a distance less than 75 feet. The council shall consider the following factors in determining whether or not to issue a variance:

(1) That the variance, if allowed, is in harmony with the general purpose and interest of this animal ordinance;

(2) That there are practical difficulties or practical hardships in the way of carrying out the strict letter of this animal ordinance;

(3) For the purpose of supplementing the above requirements, the council in making the determination whether there are practical difficulties or particular hardships, shall also take into consideration the extent to which the following facts, favorable to the applicant, have been established by the evidence:

(i) that the majority of the applicant's neighbors have presented no objection to the proposed variance;

(ii) that the variance, if granted, would not be a threat to the public health, safety, and welfare;

(iii) that the variance, if granted, would not materially reduce the marketability of surrounding real property.

(4) Upon the filing of a request for variance under this subsection, the city clerk shall cause notice of the time and place of the hearing for variance to be mailed to the head of all residences within one hundred fifty (150) feet of the enclosure for which the variance is sought.

§5-17. Enclosures; Registration Required

(A) The location of all enclosures with the distance requirements as set forth by §5-16 shall be registered with the ~~Animal Control Authority~~ humane society within ten days of placing any animal upon an unregistered location. Said registration shall be non-reoccurring for each owner, but shall be nontransferable.

ORDINANCE NO. 9200 (Cont.)

(B) The location of all enclosures in existence prior to the effective date of this ordinance shall be registered with the Animal Control Authority~~humane society~~ within 90 days of the effective date of this ordinance.

§5-18. Number of Animals; Limits

(A) No residential property shall have more than one of the following animals over weaning age per half acre of outdoor enclosure area where said animals are of the following livestock species:

- (1) horses;
- (2) mules;
- (3) donkeys;
- (4) cows;
- (5) sheep;
- (6) goats; and
- (7) llamas;

(i.e. two acres of outside enclosure area may be occupied by two horses and two cows, not four horses and four cows).

(B) No person, except for commercial retail establishments that offer live fowl (including chickens) for retail sale and governmental and/or non-profit educational facilities, shall keep or maintain on his or her property any fowl (including chicken hens) in a number that exceeds four (4) per one acre with a minimum of land being one (1) acre (i.e., two acres may be occupied by eight (8) fowl).

(C) All properties which do not comply with subsection (A) or (B) shall either be brought into compliance by October 3, 2006 or shall obtain a conditional use permit as provided by §36-82 of this Code. The issuance of the conditional use permit shall be subject to the following conditions:

- (1) A description of the species and numbers of animals to be kept on the premises during the term of the conditional use permit shall accompany this application.
- (2) Written waivers approving the proposed conditional use permit shall be obtained from all persons residing within one hundred fifty (150.0) feet of the subject property and shall accompany the application.
- (3) If the subject property shall be brought into compliance with Section (A) or (B) above for one hundred eighty (180) or more consecutive days, the conditional use permit shall terminate and shall not be renewed or reissued.

(D) No residential property shall have more than thirty (30) rabbits at any one time.

(E) No residential property shall have more than 64 birds over six months of age at any one time.

(F) For the purposes of this section, the number of animals permitted to be kept under subsection (A) shall be reduced by one if rabbits are also kept on said property, and also by one if birds or fowl are kept on said property.

(G) No residential property shall have more than four dogs and/or cats over three months of age.

(H) No residential property shall have more than four different species of animals sheltered and/or enclosed outside the residence.

Amended by Ordinance No. 9142, effective 11-28-2007

§5-19. Reserved

§5-20. Shelters and Enclosures; Sanitation

No owner shall fail to keep the shelters and enclosures on his or her property in a sanitary condition. As a minimum, owners shall not fail to:

(A) Remove or dispose of in a sanitary manner, the bedding, offal manure, and waste materials accumulating from livestock at least once every seven (7) days.

(B) Remove or dispose of in a sanitary manner, the bedding, offal manure, and waste materials accumulating from all other animals at least once daily.

(C) Clean and disinfect said shelters and enclosures so as to prevent the breeding of flies and insects and the emission of deleterious and offensive odors therefrom.

§5-21. Food, Water, Health Care; Owner's Duty

(A) No owner shall fail to provide food and water for his or her animals, or fail to seek veterinary care for any such animals that are sick or injured. Food and water container shall be of sufficient weight and design as to preclude readily tipping over and spilling the contents.

(B) No owner shall leave his or her pets without shelter in subzero degree or stormy weather.

ORDINANCE NO. 9200 (Cont.)

§5-22. Cruelty to Animals Prohibited

(A) No person shall beat, cruelly mistreat, torment, tease, torture, cruelly neglect, or otherwise abuse any animal.

(B) No person shall cause, instigate, or permit any fight or other combat between animals, or between animals and humans.

§5-23. Abandonment of Animals Prohibited

No owner of an animal shall abandon such animal.

§5-24. Exposing Poison Prohibited

No person shall expose any known poisonous substance, whether mixed with food or not, so that the same shall be liable to be eaten by any animal; provided, that it shall not be unlawful for a person to expose common rat poison mixed only with vegetable substances on his or her own property.

§5-25. Accidents Involving Animals; Duties

No person who, as the operator of a motor vehicle, strikes an animal, shall fail to stop at once and render such assistance as may be possible and shall immediately report such injury or death to the animal's owner, the police, or the animal control agency for the City.

§5-26. Ear Cropping, Dewclaw Removal, and Taildocking; Prohibition

No person, other than a licensed veterinarian, shall crop the ears, remove the dewclaws, or dock the tail of an animal.

§5-27. Restricted Sale of Chicks and Ducklings

Chickens or ducklings younger than eight weeks of age may not be sold in quantities of less than twenty-five to a single purchaser.

§5-28. Animals as Prizes Prohibited

No person shall give away any live animal, fish, reptile, or bird as a prize for, or as an inducement to enter, any contest, game, or other competition, or as an inducement to enter a place of amusement; or offer such animal as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade.

§5-29. Performing Animal Exhibitions

(A) No performing animal exhibition or circus shall be permitted in which animals are induced or encouraged to perform through the use of chemical, mechanical, electrical, or manual devices in a manner which will cause, or is likely to cause, physical injury or suffering.

(B) All equipment used on a performing animal shall fit properly and be in good working condition.

Article V. Rabies Control

§5-30. Rabies Vaccination

(A) No owner of a dog, cat or ferret over the age of three (3) months shall fail to cause the same to be vaccinated against rabies by a duly licensed veterinarian.

(B) No owner of a dog, cat, or ferret vaccinated as required by subsection (A) shall fail to have such dog, cat, or ferret revaccinated within ten days of the expiration date set forth for the original or any subsequent vaccination of said dog, cat, or ferret.

§5-31. Vaccination Certificate

Every veterinarian who vaccinates a dog, cat, or ferret for rabies shall provide the owner thereof with a certificate showing the date of such vaccination. A copy of each such certificate or a compilation thereof providing notification that a vaccination certificate has been issued shall be provided by each veterinary hospital or veterinary clinic to the City of Grand Island humane society by the 10th of each month following the date of issuance.

§5-32. Vaccination Certificate; Duty to Exhibit

The owner of a vaccinated dog, cat, or ferret shall exhibit the certificate of vaccination to any animal control humane society officer upon demand.

Article VI. Animal Control

§5-33. Stallions, Jacks, and Bulls

ORDINANCE NO. 9200 (Cont.)

No owner of any stallion, jack, or bull shall indecently exhibit the same or permit any such animal to be bred to any mare, jenny, or cow, except where the same is not exposed to public view.

§5-34. Running at Large; Restraint Required

It shall be unlawful for any owner to suffer or permit any dog or other animal to run at large within the corporate limits of the City of Grand Island. "Running at Large" shall mean any dog or other animal off the premises of the owner and not under the immediate control of a person physically capable of restraining the animal by holding a leash, cord, chain, wire, rope, cage or other suitable means of physical restraint or if the animal is out of doors on the premises of the owner, the animal shall be in an adequate fenced in area or securely fastened to a leash or chain to prevent the animal from leaving the owner's premises. It shall be the duty of the city animal control officer or other appropriate city law enforcement officer to impound any dog found running at large within the City of Grand Island. Every dog found running at large in violation of this or any other section of the Grand Island City Code is declared to be a public nuisance and may be impounded.

§5-34.1. Animal Training and Shows

Animals may be off a leash when they are being trained for hunting or an animal show at a facility that is owned, leased or operated by a nationally recognized organization or a local affiliate sanctioned by such organization for the training, showing and betterment of animals such as the American Kennel Club or the United Kennel Club. Animals may be off of a leash at an animal show that is sanctioned by a nationally recognized animal organization if such show obtains a permit from the Animal Control Authority Grand Island Humane Society. The application for said permit shall set forth the date and place of the show or event, and list the types of activities that will be taking place at the event. If the activities at such animal show do not violate any of the provisions of the Grand Island City Code other than the running at large ordinance, or involve inhumane treatment of the animals at such event then a permit shall be issued by the Animal Control Authority Grand Island Humane Society and a copy of the permit shall be sent to the Grand Island City Clerk and to the Grand Island Police Department.

§5-34.2. Animals Used and Trained for Law Enforcement; Exemption

Any animal used by law enforcement agencies including but not limited to the City of Grand Island Police Department, the Hall County Sheriff's Department or the Nebraska State Patrol shall be exempted from the provisions of the Grand Island City Ordinances including the Animal Running at Large and Dangerous Dogs Ordinances while such animal is being trained or used for law enforcement purposes.

§5-35. Isolation of Female Animals in Heat

No owner of a female cat or dog in heat shall fail to take reasonable measures to isolate said female from male cats and dogs to prevent contact with such male animals except for planned breeding.

§5-36. Dangerous Animals or Potentially Dangerous Animals on Owner's Property

(A) While unattended on the owner's property, a dangerous or potentially dangerous animal shall be securely confined, in a humane manner, indoors or outdoors in a securely enclosed and locked pen or structure suitably designed to prevent the entry of young children and to prevent the animal from escaping. The pen or structure shall have secure sides and a secure top. If the pen or structure has no bottom secured to the sides, the sides shall be embedded into the ground at a depth of at least one foot. The pen or structure shall also protect the animal from the elements. The owner of a dangerous animal shall post ~~a~~ warning signs on the property where the animal is kept that are clearly visible from all areas of public access and that inform persons that a dangerous animal is on the property. Each warning sign shall be no less than ten inches by twelve inches and shall contain the words warning and dangerous animal in high-contrast lettering at least three inches high on a black background.

(B) All pens or structures for confining dangerous animals or potentially dangerous animals constructed after ~~November 1, 2008~~ May 1, 1997 shall be at least ~~ten five~~ (105.0) feet from any privately-owned property abutting the animal owners' property.

§5-37. Dangerous Animals Restraint; Impoundment; Confiscation

(A) No owner of a dangerous or potentially dangerous animal shall fail to keep such animal securely muzzled and restrained by a leash or chain whenever off the owner's property.

(B) Any dangerous animal or potentially dangerous animal in violation of §5-36 or §5-37 of the Grand Island City Code may be immediately impounded by animal control humane society officers. The owner shall be responsible for the costs incurred by the Animal Control Authority humane society for the

ORDINANCE NO. 9200 (Cont.)

care of the dangerous or potentially dangerous animal confiscated by the Animal Control Authority~~humane society~~ or for the destruction of any dangerous or potentially dangerous animal if the action by the Animal Control Authority~~humane society~~ is pursuant to law.

(C) In the event an animal conforming to the definition of ~~dangerous or potentially dangerous~~ animal inflicts an injury on a human being that does not require medical treatment, injures a domestic animal, or threatens the safety of humans or domestic animals ~~bites or inflicts a wound on a human or domestic animal~~, the potentially dangerous animal shall be immediately confiscated by an animal control~~humane society~~ officer, placed in quarantine for the proper length of time, and thereafter destroyed in an expeditious and humane manner.

(D) An animal conforming to the definition of dangerous animal shall be immediately confiscated by an animal control officer, placed in quarantine for the proper length of time, and thereafter destroyed in an expeditious and humane manner.

(E) Disposition of any ~~dangerous animal or potentially dangerous~~ animal impounded under this chapter~~for violation of §5-36 or §5-37~~ shall be governed by §5-44.

§5-38. Animal Noise

(A) No owner shall allow conditions to exist on said owner's property whereby the owner's animal or animals annoy or disturb any neighborhood or any person by loud, continuous, or frequent barking, howling, yelping, or crowing.

§5-39. Pet Excreta; Removal by Owner

The owner of any animal which deposits excreta on public property, or private property, shall be responsible for its removal. It shall be a violation of this section for the owner to fail to immediately remove such excreta when notified of its existence and location, either by the City or by the owner of the property on which the excreta was deposited.

§5-40. Wild Animals Prohibited

(A) No person shall keep, or permit to be kept on their residential premises any wild animal as a pet, for display, or for exhibition purposes, except as those on an Approved Animal List to be promulgated and adopted by the Animal Advisory Board and approved by the Mayor and City Council. Copies of the Approved Animal List shall be on file with the City Clerk and the Animal Control Authority~~humane society~~, and shall be available for public inspection.

(B) No person or commercial animal establishment shall offer any wild animal for sale unless included on the Approved Animal List.

(C) The owner of any wild animal listed on the Approved Animal List over the age of six (6) months shall pay an annual wild animal license fee as adopted ~~by the humane society board~~ and identified in the City of Grand Island Fee Schedule. The annual wild animal license, as provided in this section, shall be for the period of January 1 through December 31 of the licensing year. The wild animal license provided for by this section shall be secured by each owner or new resident within thirty (30) days of establishing residency in the City or after acquiring said animal, notwithstanding the fact that the wild animal may have been registered within the annual period by a previous owner or that the wild animal may have been registered in another authority other than the City of Grand Island. The wild animal license fee shall become due on January 1 of the licensing year and shall become delinquent on March 1 of each year.

(D) In the event a person wishes to keep or permit to be kept on his residential premises, any wild animal not listed on the Approved Animal List, application in writing may be made to the Animal Advisory Board for adding said species to the Approved Animal List. The primary factor to be considered by the Animal Advisory Board in adding a species to the Approved Animal List shall be whether allowing animals of said species to be kept within the corporate limits of the City of Grand Island presents a risk to public health, safety and welfare or the health, safety and welfare of other species already allowed to be kept as pets.

§5-41. Swine Prohibited

No person shall keep or maintain swine, including the species known as miniature potbellied pigs, on his or her residential premises within the City.

§5-41.1. Roosters Prohibited

No person shall keep or maintain roosters on his or her property within the city, except for commercial retail establishments who offer live fowl or chickens for retail sale, and governmental and/or

ORDINANCE NO. 9200 (Cont.)

non-profit educational facilities.

§5-42. Impoundment of Animals at Large

All animals not under restraint may be taken into custody by any ~~animal control~~~~police officer or humane society~~ officer and impounded in the animal shelter and there confined in a humane manner.

§5-43. Rabies Control; Reporting and Impoundment

(A) Any unvaccinated dog or cat suspected of biting or scratching any person or exposing an individual to the possibility of contracting rabies shall be taken into custody by an ~~animal control~~~~humane society~~ officer or police officer and impounded in the animal shelter for a period of not less than ten days, or such additional period as directed by a licensed veterinarian or medical professional treating the aforementioned injury.

(B) Any dog or cat currently vaccinated for rabies which is suspected of biting or scratching any person shall be confined by the owner of the animal for a period of not less than ten days; provided, that impoundment in the animal shelter shall be required if the victim, victim's legal guardian, or the victim's physician requests such impoundment; and provided further, that if said owner has on any prior occasion of a dog or cat bite or scratch, failed or refused to confine the animal as required by this section, said animal shall be impounded at the animal shelter or a veterinary clinic of the owner's choosing.

(C) Any ferret suspected of biting any person or exposing an individual to the possibility of contracting rabies shall be taken into custody by an ~~animal control~~~~humane society~~ officer or police officer for immediate euthanization for the determination of rabies. Any ferret suspected of scratching any person shall be taken into custody by an ~~animal control~~~~humane society~~ officer or police officer for immediate euthanization for determination of rabies if there is reasonable cause to believe said ferret has exposed such person to the possibility of contracting rabies.

(D) No owner of an animal suspected of biting or scratching any person, upon information and notice of the incident, shall fail or neglect to immediately place the animal in the custody of an ~~animal control~~~~the humane society~~ officer or police officer for impoundment at the animal shelter. Upon request and authorization by the owner of any animal impounded for observation under subsections (A), (B) or (C) above, said animal may be placed in the custody of a licensed veterinarian for the requisite observation period.

(E) All incidents of biting or scratching shall be reported in writing to the ~~Animal Control Authority~~~~humane society~~ by the medical professional treating the injury, the injured party, or in the case of a minor child, the parent or guardian.

(F) The term "scratching" as used in this section shall include only those incidents which result from known or suspected aggressive action or attack by a dog, cat or ferret.

§5-44. Impounded Animals; Disposition

~~(A) All domestic animals impounded pursuant to §5-42 shall be retained until redeemed by their owner upon payment of an impoundment fee as adopted by the humane society board and identified in the City of Grand Island Fee Schedule.~~

~~(A)B) All animals that are not domestic animals, including but not limited to feral cats, may be humanely euthanized as soon as they are captured or otherwise taken into custody.~~

~~(B)C) All animals impounded pursuant to §5-43 and not euthanized shall be retained until completion of the observation period and the determination by a licensed veterinarian that said animal is not infected with rabies, and then may be redeemed by its owner upon payment of the fees for impoundment and cost of care as adopted by the ~~Animal Control Authority~~~~humane society board~~ and identified in the City of Grand Island Fee Schedule. Any domestic animal not claimed within three (3) clear working days after being impounded or such extended period as is granted in writing by the Animal Control Authority to allow the animal's owner to construct a pen or structure in conformance with §5-36 shall become the property of the Animal Control Authority and may be placed for adoption or humanely euthanized by said agency at its discretion.~~

(C) Any animals determined to have rabies by a licensed veterinarian shall be destroyed as soon as possible after that determination is made.

(D) All domestic animals impounded pursuant to other sections of this Chapter shall be retained until redeemed by their owner upon payment of fees for impoundment and cost of care in an amount adopted by the Animal Control Authority and identified in the Grand Island Fee Schedule. Any domestic animal not claimed within three (3) clear working days after being impounded or such extended period as is

ORDINANCE NO. 9200 (Cont.)

granted in writing by the Animal Control Authority to allow the animal's owner to construct a pen or structure in conformance with §5-36 shall become the property of the Animal Control Authority and may be placed for adoption or humanely euthanized by said agency at its discretion. The foregoing time period shall not include the day of impoundment.

~~(D) Any domestic animal not claimed by its owner within three clear working days after being impounded under §§ 5-42 or 5-43, shall become the property of the contracting agency and may be placed for adoption or humanely euthanized by said agency at its discretion. The foregoing time period shall not include the day of impoundment.~~

~~(E) Any animals determined to have rabies by a licensed veterinarian shall be destroyed as soon as possible after that determination is made.~~

~~(F) All domestic animals impounded shall be retained until redeemed by their owner upon payment of fees for impoundment and cost of care in an amount adopted by the humane society board and identified in the Grand Island Fee Schedule. Any domestic animal not claimed within three (3) clear working days after being impounded or such extended period as is granted in writing by the contracting agency to allow the animal's owner to construct a pen or structure in conformance with §5-36 shall become the property of the contracting agency and may be placed for adoption or humanely euthanized by said agency at its discretion. The foregoing time period shall not include the day of impoundment.~~

~~(G) No dog or cat impounded under this Chapter §5-37, §5-42 or §5-43 shall be released until said animal is vaccinated and licensed as required by the provisions of this ordinance.~~

Article VII. Penalties

§5-45. General Penalty

Any person violating any provision of this chapter shall be fined pursuant to §1-7 of this code. If a violation is of a continuing nature, each day of the violation shall constitute a separate violation.

§5-46. Nuisance

Any owner or any person in possession of any animal regulated by this chapter who fails to care for and control said animal shall be deemed to be maintaining a nuisance subject to abatement pursuant to §20-15 of the Grand Island City Code upon written request by the Director of the Department of Health, the Grand Island Police Department, or an animal control officer~~the Director of the Humane Society, or the Code Enforcement Officer to the City Attorney~~, the abatement of which shall be the forfeiture of the animal or animals in violation. The procedure for abatement of nuisances set forth in §20-15 of the Grand Island City Code shall be followed in all cases not involving an imminent threat to public health, safety or welfare or the health, safety or welfare of the animal or animals in violation.

In the event continuation of a public nuisance might cause irreparable harm or poses a serious threat to public health, safety or welfare or the health, safety or welfare of residents of the property in violation, the written notice to abate pursuant to §20-15 of the Grand Island City Code shall not be required as a condition precedent to commencing a legal action to obtain abatement of the nuisance and the City of Grand Island, with the consent of the Mayor, may immediately file an action requesting such temporary or permanent order as is appropriate to expeditiously and permanently abate said nuisance and protect the public health, safety or welfare or the health safety or welfare of the residents of the property in violation.

Article VIII. Appeal Procedure

§5-47. Dangerous and Potentially Dangerous; Declaration; Appeal; Disposition

(A) If it shall appear to an animal control officer~~the Director of the Humane Society~~ that any animal conforms to the definition of a dangerous animal or potentially dangerous animal, written notice declaring the animal a dangerous or potentially dangerous animal shall be delivered to the animal's owner either by personal service or by mail addressed to the last known address of said owner.

(B) In the case of a dangerous animal, within five (5) days of personal service or mailing of a notice of declaration to the animal's owner said owner shall deliver said animal to the Animal Control Authority for impoundment and disposition pursuant to §5-37. ~~In the case of a or potentially dangerous animal, within five (5) days of personal service or mailing of a notice of declaration to the animal's owner said owner shall either provide reasonable proof of compliance with §5-36 and §5-37 of the Grand Island City Code or shall deliver said animal to the Animal Control AuthorityHumane Society for impoundment and disposition pursuant to §5-37(B).~~ Refusal or failure by the owner of any animal declared a dangerous

ORDINANCE NO. 9200 (Cont.)

animal or potentially dangerous animal to comply with this subsection shall be a violation of the Grand Island City Code and shall be subject to abatement as a public nuisance pursuant to §5-46.

(C) The owner of any animal declared a potentially dangerous animal or dangerous animal by an animal control officer~~the Director of the Humane Society~~ may appeal the ~~Director's~~ decision to the Animal Advisory Board by submitting a letter of appeal to the Animal Control Authority~~Director~~ within 72 hours of either receiving personal service or mailing of the written notice of declaration. The Animal Advisory Board shall hold a hearing within ten (10) days of delivery of the letter of appeal to the Authority~~Director~~. The hearing shall be conducted informally. The animal's owner and Animal Control Authority~~Director of the Humane Society~~ shall present oral or written statements or reasons supporting or opposing the declaration to the Animal Advisory Board. Statements by each participant shall be limited to a total time of one hour or less. Upon conclusion of the hearing the Animal Advisory Board may reverse, modify or affirm the declaration of the animal control officer~~Director~~. Notice of the determination of the Animal Advisory Board shall be given to the animal's owner and the Animal Control Authority~~Director of the Humane Society~~, either personally or by United States Mail.

SECTION 2. Chapter 5 as existing prior to this amendment, and any ordinances or parts of ordinances in conflict herewith, are repealed.

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

SECTION 4. That this ordinance shall be in force and take effect from and after its passage and publication in pamphlet form within fifteen days as provided by law.

Enacted: November 18, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
November 14, 2008	☒ City Attorney



City of Grand Island

Tuesday, November 18, 2008

Council Session

Item G1

Approving Minutes of November 4, 2008 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

November 4, 2008

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 November 4, 2008. Notice of the meeting was given in *The Grand Island Independent* on October 29, 2008.

Mayor Hornady called the meeting to order at 7:00 p.m. The following City Council members were present: Councilmember's Haase, Zapata, Gericke, Carney, Gilbert, Ramsey, Niemann, and Meyer. Councilmember's Nickerson and Brown were absent. The following City Officials were present: City Administrator Jeff Pederson, Deputy City Clerk Paul Briseno, Finance Director David Springer, City Attorney Dale Shotkoski, and Public Works Director Steve Riehle.

INVOCATION was given by Mayor Hornady, followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Hornady introduced Community Youth Council members Sammy Saiyavongsa, Kayla Harris, and Michael Rivera.

PRESENTATIONS AND PROCLAMATIONS:

Proclamation "National Adoption Month" November, 2008. Mayor Hornady proclaimed the month of November, 2008 as "National Adoption Month". Yolanda Nuncio representing the Department of Health and Human Services was present to receive the proclamation.

PUBLIC HEARINGS:

Public Hearing for a Community Development Block Grant Economic Development Project Infrastructure Grant Joni Kuzma, Community Development Administrator presented the Community Development Block Grant to Council. The requested \$506,000 grant was from the Nebraska Department of Economic Development which would be conditionally granted to Project Amada for Economic Development Project Infrastructure required for the attraction of a metal manufacturing business. The project would result in the creation of 50 full-time equivalent positions of which 51% will be held by or made available to low to moderate income persons. Notice of the public hearing was given in *The Grand Island Independent* on October 25, 2008. Staff recommended approval contingent upon final inspections. Marlan Ferguson of 2808 Apache Road spoke to this issue as the Economic Development Director. No further public testimony was heard.

ORDINANCES

#9198 – Consideration of Annexation Property Located at 908 East Capital Avenue (Second Reading)

Motion by Meyer, second by Gericke to approve Ordinance #9198 on second reading. Upon roll call vote, all voted aye. Motion adopted.

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

Approving Minutes of October 28, 2008 City Council Regular Meeting.

#2008-312 – Approving Community Development Block Grant Economic Development Project Infrastructure Grant.

#2008-313 – Approving Bid Award for Boiler Penthouse Roof Replacement at Platte Generating Station with Weathercraft Company of Grand Island, Nebraska in an Amount of \$71,176.09.

#2008-314 – Approving Bid Award for Diesel Generator at Platte Generating Station with Nebraska Machinery Company of Omaha, Nebraska in an Amount of \$661,377.70.

#2008-315 – Approving Bid Award for Coal Supply at Platte Generating Station for 2009 and 2010 with Arch Coal Sales of St. Louis, Missouri.

#2008-316 – Approving Tree Trimming Contract 2009-TT-1 Utilities Department for the following: Tom’s Tree Service of Grand Island, Nebraska for Section 21 in an Amount of \$9,800.00; Sheffield Tree Service of Grand Island, Nebraska for Sections 1, 7, 12, 13, 14 and 20 in an Amount of \$42,000.00; Leetch Tree Service of Grand Island, Nebraska for Sections 2, 3, 4, 5, 6, 8, 10, 11, 15, 16, 18, 19, and 22 in an Amount of \$69,680.00; and Asplundh Tree Experts of Willow Grove, Pennsylvania for Sections 9 and 17 in an Amount of \$20,809.17.

#2008-317 – Approving Bid Award for Electrical Project 2009-TS-1 Transformer Storage Area at Burdick Station with The Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$64,555.00.

#2008-318 – Approving Subordination Agreement on Lot 1, Platte Industrial 6th Subdivision (Economic Development Corporation)

PAYMENT OF CLAIMS:

Motion by Haase, second by Zapata to approve the Claims for the period of October 29, 2008 through November 4, 2008, for a total amount of \$1,207,855.15. Motion adopted unanimously.

ADJOURNMENT: The meeting was adjourned at 7:25 p.m.

Paul Briseno
Deputy City Clerk



City of Grand Island

Tuesday, November 18, 2008

Council Session

Item G2

**#2008-319 - Approving Final Plat and Subdivision Agreement for
Aguilar Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: November 18, 2008
Subject: Aguilar Subdivision – Final Plat
Item #'s: G-2
Presenter(s): Chad Nabity AICP, Regional Planning Director

Background

This final plat proposes to create 3 lots north of 6th Street and East of Beal Street. City Sewer and Water are available to these lots. All of the lots front onto existing public right-of-way. The property is zoned R4 - High Density Residential Zone.

Discussion

The final plat for Aguilar Subdivision was considered by the Regional Planning Commission at the November 5, 2008 meeting. A motion was made by Heineman, and seconded by Ruge, to approve the plat as presented. A roll call vote was taken and the motion carried with 10 members present voting in favor (Amick, O'Neill, Ruge, Hayes, Reynolds, Monter, Eriksen, Bredthauer, Heineman, and Snodgrass).

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the final plat as presented.

Sample Motion

Move to approve as recommended.

LEGEND

- Indicates 1/2" Iron Pipe Found Unless Otherwise Noted
- c-Indicates 1/2" Iron Pipe w/Survey Cap Placed Unless Otherwise Noted
- A-Indicates ACTUAL Distance
- R-Indicates RECORDED Distance
- All Distances Shown On Cul-de-sac Are CHORD Distances

Legal Description

A tract of land comprising all of Fractional Lots Six (6), Seven (7) and Eight (8), in Fractional Block One (1), Evans Addition, together with the Easterly One Half (1/2) of Vacated Evans Street lying west of and adjacent to Fractional Lot Six (6), Fractional Block One (1), Evans Addition and the northerly One Half (1/2) of that portion of Vacated East Sixth (6th) Street lying south of and adjacent to Fractional Lots Six (6), Seven (7) and Eight (8), Fractional Block One (1), Evans Addition, and all of Fractional Lots Five (5), Six (6) and Seven (7), in Fractional Block Eight (8), Lambert's Addition, together with the easterly One Half (1/2) of that portion of Vacated Evans Street, lying west of and adjacent to Fractional Lot Five (5), Fractional Block Eight (8), Lambert's Addition, all in the City of Grand Island, Nebraska, more particularly described as follows:

Beginning at the northeast corner of said Fractional Lot Seven (7), Fractional Block Eight (8), Lambert's Addition and a point on the westerly right of way line of the Union Pacific Railroad Company; thence running southerly along the westerly right of way line of the Union Pacific Railroad Company on an Assumed Bearing of S00°00'00"W, a distance of One Hundred Ninety and Twelve Hundredths (190.12) feet, to the southeast corner of said Northerly One Half (1/2) of Vacated East Sixth (6th) Street; thence running S64°14'48"W, along the southerly line of said Northerly One Half (1/2) of Vacated East Sixth (6th) Street, a distance of Forty (40.00) feet, to a point on a curve; thence running northwesterly along the arc of a curve to the left whose radius is Fifty (50.00) feet, the long chord of which bears N51°47'53"W, a long chord distance of Forty Four and Fifty Four Hundredths (44.54) feet, to a point on the southerly line of said Fractional Block One (1), Evans Addition; thence running S64°14'33"W, along the southerly line of said Fractional Block One (1), Evans Addition, and its extension, a distance of Eighty One and Thirty Four Hundredths (81.34) feet, to southwest corner of said Easterly One Half (1/2) of Vacated Evans Street; thence running N25°38'40"W along the westerly line of said Easterly One Half (1/2) of Vacated Evans Street, a distance of One Hundred Thirty One and Forty Six Hundredths (131.46) feet, to a point on the northerly line of said Fractional Lots Five (5), Six (6) and Seven (7), Fractional Block Eight (8), Lambert's Addition, if extended; thence running N64°18'25"E along the northerly line of said Fractional Lots Five (5), Six (6) and Seven (7), Fractional Block Eight (8), Lambert's Addition, and its extension, a distance of Two Hundred Twenty Three and Twenty Five Hundredths (223.25) feet, to the point of beginning and containing 0.629 acres more or less.

Dedication

KNOW ALL MEN BY THESE PRESENTS, that GRAND ISLAND AREA HABITAT FOR HUMANITY, INC., a Nebraska Corporation, being the owner of the land described herein, has caused same to be surveyed, subdivided, platted and designated as 'AGUILAR SUBDIVISION' in the City of Grand Island, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the street right of way as shown thereon to the public for their use forever and the easements as shown thereon for the location, construction and maintenance of public service utilities, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements; and that the foregoing subdivision as more particularly described in the description hereon as appears on this plat is made with the free consent and in accordance with the desires of the undersigned owner and proprietor.

IN WITNESS WHEREOF, I have affixed my signature hereto, at Grand Island, Nebraska, this ____ day of _____, 2008.

Dana Jelinek, Executive Director

Acknowledgement

State Of Nebraska (Seal)
County Of Hall

On the ____ day of _____, 2008, before me, _____, a Notary Public within and for said County, personally appeared DANA JELINEK, Executive Director of GRAND ISLAND AREA HABITAT FOR HUMANITY, INC., a Nebraska Corporation, and to me personally known to be the identical person whose signature is affixed hereto, and that she did acknowledge the execution thereof to be her voluntary act and deed and the voluntary act and deed of said Corporation and that she was empowered to make the above dedication for and on behalf of said Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Grand Island, Nebraska, on the date last above written.
My commission expires _____.

Notary Public (Seal)

Surveyor's Certificate

I hereby certify that on September 24, 2008, I completed an accurate survey of 'AGUILAR SUBDIVISION', in the City of Grand Island, Nebraska, as shown on the accompanying plat thereof; that the lots, blocks, streets, avenues, alleys, parks, commons and other grounds as contained in said subdivision as shown on the accompanying plat thereof are well and accurately staked off and marked; that iron markers were placed at all lot corners; that the dimensions of each lot are as shown on the plat; that each lot bears its own number; and that said survey was made with reference to known and recorded monuments.

(Seal) _____
Deryl D. Sorgenfrei, Reg. Land Surveyor No. 578

Approvals

Submitted to and approved by the Regional Planning Commission of Hall County, Grand Island, Wood River and the Villages of Alda, Cairo and Doniphan, Nebraska.

Chairman Date

Approved and accepted by the City of Grand Island, Nebraska, this ____ day of _____, 2008.

Mayor City Clerk (Seal)

AGUILAR SUBDIVISION
IN THE CITY OF GRAND ISLAND, NEBRASKA

ROCKWELL AND ASSOC. L.L.C. - ENGINEERING & SURVEYING - GRAND ISLAND, NEBRASKA

Sheet No. 1 Of 1

Aguilar Subdivision Final Plat Summary

Developer/Owner

Grand Island Area Habitat for Humanity, Inc
Dana Jelinek, Executive Director
410 West 2nd Street
Grand Island, NE 68801

3 Lots North of 6th Street and East of Beal Street.

Size: .629 acres

Zoning R4 – High Density Residential Zone.

Road Access: Public City Streets, no new streets

Water Public: City Water is available to all lots.

Sewer Public: City Sewer is available to all lots.



RESOLUTION 2008-319

WHEREAS, Grand Island Area Habitat Area for Humanity Inc., being the owner of the land described hereon, has caused to be laid out into three (3) lots, a tract of land comprising all of Fractional Lots Six (6), Seven (7) and Eight (8), in Fractional Block One (1), Evans Addition, together with the Easterly One Half (1/2) of Vacated Evans Street lying west of and adjacent to Fractional Lot Six (6), Fractional Block One (1), Evans Addition and the northerly One Half (1/2) of that portion of Vacated East Sixth (6th) Street, lying south of and adjacent to Fractional Lots Six (6), Seven (7) and Eight (8), Fractional Block One (1), Evans Addition, and all of Fractional Lots Five (5), Six (6) and Seven (7), in Fractional Block Eight (8), Lambert's Addition, together with the Easterly One Half (1/2) of that portion of Vacated Evans Street, lying west of and adjacent to Fractional Lot Five (5), Fractional Block Eight (8), Lambert's Addition, all in the city of Grand Island, Nebraska, under the name of AGUILAR 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 AGUILAR 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, November 18, 2008.

Margaret Hornady, Mayor

Attest:

Approved as to Form ☐ _____
November 13, 2008 ☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 18, 2008

Council Session

Item G3

#2008-320 - Approving Final Plat and Subdivision Agreement for Memorial Place Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: November 18, 2008
Subject: Memorial Drive Subdivision – Final Plat
Item #'s: G-3
Presenter(s): Chad Nabyt AICP, Regional Planning Director

Background

This final plat proposes to create 3 lots South of Memorial Drive and East of Vine Street. City Sewer and Water are available to these lots. This land consists of approximately 1.255 acres.

Discussion

The final plat for Memorial Drive Subdivision was considered by the Regional Planning Commission at the November 5, 2008 meeting. A motion was made by Ruge, and seconded by Eriksen, to approve the plat as presented. A roll call vote was taken and the motion carried with members present voting in favor (Amick, O'Neill, Eriksen, Monter, Reynolds, Ruge, Hayes, Bredthauer, Heineman, and Snodgrass).

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the final plat as presented.

Sample Motion

Move to approve as recommended.

LEGEND

- Indicates 1/2" Iron Pipe Found Unless Otherwise Noted
- Indicates 1/2" Iron Pipe w/Survey Cap Placed Unless Otherwise Noted
- Indicates Nail/w Disk In Concrete Placed
- A—Indicates ACTUAL Distance
- R—Indicates RECORDED Distance

Legal Description

A tract of land comprising a part of Lot Six (6) and all of Lot Seven (7) in Block Four (4), Meves First Addition along with that portion of Vacated Alley lying south of and adjacent thereto, and a part of Blocks Three (3) and Four (4), Koehler Subdivision, all in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

Beginning at the northwest corner of Lot Twelve (12), Spelts-Schultz Addition, said point also being on the easterly line of said Koehler Subdivision; thence running southerly along the easterly line of said Koehler Subdivision on an Assumed Bearing of S00°00'00"W, a distance of Two Hundred Nine and Ninety Three Hundredths (209.93) feet; thence running N89°24'17"W, a distance of Two Hundred Eighteen and Thirty Two Hundredths (218.32) feet; thence running N00°02'01"W, a distance of One Hundred Ten and Fourteen Hundredths (110.14) feet, to a point on the south line of said Block Three (3), Koehler Subdivision; thence running N89°17'09"W, along the south line of said Block Three (3), Koehler Subdivision, a distance of Twenty One and Seven Hundredths (21.07) feet; thence running N00°09'51"E, a distance of Ninety Eight and Seventy Two Hundredths (98.72) feet, to a point on the south line of said Vacated Alley; thence running N89°31'32"W, along the south line of said Vacated Alley, a distance of Twenty Two and Eleven Hundredths (22.11) feet; thence running N30°43'14"E, a distance of Eighteen and Seventy Hundredths (18.70) feet, to the southwest corner of said Lot Seven (7), Block Four (4), Meves First Addition and to a point on the southerly right of way line of Memorial Drive; thence running N71°51'51"E along the northerly line of said Lots Six (6) and Seven (7), Block Four (4), Meves First Addition and the southerly right of way line of Memorial Drive a distance of One Hundred Fifty Six and Forty Nine Hundredths (156.49) feet; thence running S18°10'37"E, a distance of Sixty Nine and Forty Nine Hundredths (69.49) feet, to a point on the south line of said Vacated Alley; thence running S89°43'08"E, along the south line of said Vacated Alley, a distance of Eighty One and Thirty Two Hundredths (81.32) feet, to the point of beginning and containing 1.255 acres more or less.

Surveyor's Certificate

I hereby certify that on September 24, 2008, I completed an accurate survey of 'MEMORIAL PLACE SUBDIVISION', in the City of Grand Island, Nebraska, as shown on the accompanying plat thereof; that the lots, blocks, streets, avenues, alleys, parks, commons and other grounds as contained in said subdivision as shown on the accompanying plat thereof are well and accurately staked off and marked; that iron markers were placed at all lot corners; that the dimensions of each lot are as shown on the plat; that each lot bears its own number; and that said survey was made with reference to known and recorded monuments.

(Seal) _____
Deryl D. Sorgenfrei, Reg. Land Surveyor No. 578

Approvals

Submitted to and approved by the Regional Planning Commission of Hall County, Grand Island, Wood River and the Villages of Aida, Cairo and Doniphan, Nebraska.

Chairman

Date

Approved and accepted by the City of Grand Island, Nebraska, this _____ day of _____, 2008.

Mayor

City Clerk

(Seal)

Dedication

KNOW ALL MEN BY THESE PRESENTS, that TIM C. PLATE, a single person, being the owner of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as 'MEMORIAL PLACE SUBDIVISION' in the City of Grand Island, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the easements, if any, as shown thereon for the location, construction and maintenance of public service utilities, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements; and that the foregoing subdivision as more particularly described in the description hereon as appears on this plat is made with the free consent and in accordance with the desires of the undersigned owner and proprietor.

IN WITNESS WHEREOF, I have affixed my signature hereto, at Grand Island, Nebraska, this _____ day of _____, 2008.

Tim C. Plate

Acknowledgement

State Of Nebraska ss
County Of Hall

On the _____ day of _____, 2008, before me, _____ a Notary Public within and for said County, personally appeared TIM C. PLATE, a single person, and to me personally known to be the identical person whose signature is affixed hereto, and that he did acknowledge the execution thereof to be his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Grand Island, Nebraska, on the date last above written.

My commission expires _____.

Notary Public

(Seal)

MEMORIAL PLACE SUBDIVISION
IN THE CITY OF GRAND ISLAND, NEBRASKA

ROCKWELL AND ASSOC. L.L.C. - ENGINEERING & SURVEYING - GRAND ISLAND, NEBRASKA

Sheet No. 1 Of 1

Memorial Drive Subdivision Final Plat Summary

Developer/Owner

Tim Plate
620 North Webb Road
Grand Island NE 68803

3 Lots South of Memorial Drive and East of Vine Street.

Size: 1.255 Acres

Zoning: RO (Residential Office Zone)

Road Access: Public City Streets, no new streets

Water Public: City Water is available to all lots.

Sewer Public: City Sewer is available to all lots.



RESOLUTION 2008-320

WHEREAS, Tim C. Plate, being the owner of the land described hereon, has caused to be laid out into three (3) lots, a tract of land comprising a part of Lot Six (6) and all of Lot Seven (7) in Block Four (4), Meves First Addition along with that portion of Vacated Alley lying south of and adjacent thereto, and a part of Blocks Three (3) and Four (4), Koehler Subdivision, all in the City of Grand Island, Hall County, Nebraska, under the name of MEMORIAL DRIVE 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 MEMORIAL DRIVE 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, November 18, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 18, 2008

Council Session

Item G4

**#2008-321 - Approving Amendment to the Agreement with
Aquaterra Environmental Solutions, Inc. for Major Permit
Modifications at the Solid Waste Landfill**

Staff Contact: Steve Riehle, City Engineer/Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: November 18, 2008

Subject: Approving Amendment to the Agreement with Aquaterra Environmental Solutions, Inc. for Major Permit Modifications at the Solid Waste Landfill

Item #'s: G-4

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

Background

On August 19, 2008 the City of Grand Island entered into an agreement for Professional Services with Aquaterra Environmental Solutions, Inc. for consulting services related to major permit modifications at the Solid Waste Landfill. The agreement provided technical work to revise the current permitted 6.5:1 final closure contours to a proposed 4:1 contour. The permit modification will gain approximately five years of disposal capacity, which is conservatively estimated at \$5 million.

Any amendments to the agreement must be approved by council.

Discussion

The original space design did not include the southwest portion of Cell 3 in Phase I in the disposal area. Through working with the Army Corp. of Engineers, Aquaterra was able to obtain permission, should we decide to proceed, to add the southwest portion of Cell 3 in Phase I. By adding this portion, the City could gain an estimated 350,000 cubic yards (over 2 years of additional air space) on top of the 850,000 cubic yards gained from the side slope modification in the original agreement.

Alternatives

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

1. Move to approve

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

Recommendation

Public Works Administration recommends that the Council approve the amendment to the agreement with Aquaterra Environmental Solutions, Inc. for Professional Services related to Major Permit Modifications at the Solid Waste Landfill with work being performed at actual costs with a maximum amount of \$18,200.00

Sample Motion

Move to approve the amendment to the agreement.

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

AGREEMENT AMENDMENT NUMBER 1

Date of Issuance: November 18, 2008

PROJECT: Professional Services Related to Major Permit Modifications at the Solid Waste Landfill

CONSULTANT: Aquaterra Environmental Solutions, Inc.

AGREEMENT DATE: August 19, 2008

Provide Professional Services for a major permit modification for the development of the southwest portion of Cell 3 in Phase I to gain an estimated 350,000 cubic yards (over 2 years of additional airspace) on top of the 850,000 cubic yards gained from the side slope modification, in the original agreement, for a total cost not to exceed \$18,200.00.

The changes result in the following adjustment to the Agreement Amount:

Agreement Price Prior to This Amendment	\$39,736.00
Net Increase/Decrease Resulting from this Amendment.....	\$18,200.00
Revised Contract Price Including this Change Order.....	\$57,936.00

Approval Recommended:

By _____
Steven P. Riehle, Public Works Director

Date _____

The Above Amendment Accepted:

Aquaterra Environmental Solutions, Inc.
Consultant

By _____
Douglas L. Doerr, P.E.

Date _____

Approved for the City of Grand Island:

By _____
Margaret Hornady, Mayor

Attest: _____
RaNae Edwards, City Clerk

Date _____

Approved as to Form:

By _____
Wes Nespor, Asst. City Attorney

RESOLUTION 2008-321

WHEREAS, on July 22, 2008, by Resolution 2008-195, the City Council of the City of Grand Island approved the proposal of Aquaterra Environmental Solutions, Inc. to provide consulting services for Major Permit Modifications at the Solid Waste Landfill; and

WHEREAS, it is now necessary to add the southwest section of Cell 3 to Phase I; and

WHEREAS, Aquaterra Environmental Solutions, Inc. has agreed to perform these services at actual costs not to exceed \$18,200.00; and

WHEREAS, Amendment #1 to the Agreement for Engineering Services has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the 1st Amendment Agreement for Consulting Services by and between the City and Aquaterra Environmental Solutions, Inc. is hereby approved to include the southwest section of Cell 3 in Phase I for consulting services related to the Major Permit Modifications at the Solid Waste Landfill.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 18, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 13, 2008	☐ City Attorney



City of Grand Island

Tuesday, November 18, 2008

Council Session

Item G5

#2008-322 - Approving Change Order No. 1 for Street Improvement Project No. 2008-P-4; Concrete Pavement Repair on the Northbound Lanes of US Highway 281 from Old Potash Highway to Capital Avenue

Staff Contact: Steve Riehle, City Engineer/Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: November 18, 2008

Subject: Approving Change Order No. 1 for Street Improvement Project No. 2008-P-4; Concrete Pavement Repair on the Northbound Lanes of US Highway 281 from Old Potash Highway to Capital Avenue

Item #'s: G-5

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

Background

The Diamond Engineering Co. of Grand Island, Nebraska was awarded a \$153,620.00 contract on September 9, 2008. The contract was for concrete repair on the northbound lanes of US Highway 281 from Old Potash Highway to Capital Avenue.

Discussion

During the removal of the specified sections of pavement needing repair on US Highway 281 the abutting sections were found to be in bad shape, therefore requiring repair also. The quantities of repair have increased by 371.80 square yards.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Change Order No. 1 for Concrete Pavement Repair Project No. 2008-P-4.

Sample Motion

Move to approve Change Order No. 1 for Concrete Pavement Repair Project No. 2008-P-4.

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

CHANGE ORDER NUMBER 1

Date of Issuance: November 18, 2008

PROJECT: Concrete Pavement Repair Project No. 2008-P-4

CONTRACTOR: The Diamond Engineering Company

CONTRACT DATE: September 11, 2008

During the removal of the specified sections of pavement needing repair on US Highway 281 the abutting sections were found to be in bad shape, therefore requiring repair also.

	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1. Concrete Pavement Repair, Class 47BD Right Lane	362.80 s.y.	\$49.80	\$18,067.44
2. Concrete Pavement Repair, Class 47BD Both Lanes-Full Depth	9.00 s.y.	\$89.80	\$ 808.20

The changes result in the following adjustment to the Contract Amount:

Contract Price Prior to This Change Order\$153,620.00

Net Increase/Decrease Resulting from this Change Order\$ 18,875.64

Revised Contract Price Including this Change Order\$172,495.64

Approval Recommended:

By _____
Steven P. Riehle, Public Works Director

Date _____

The Above Change Order Accepted:

_____ The Diamond Engineering Co. _____
Contractor

By _____

Date

Approved for the City of Grand Island:

By _____
Margaret Hornady, Mayor

Attest: _____
RaNae Edwards, City Clerk

Date

R E S O L U T I O N 2008-322

WHEREAS, on September 9, 2008, by Resolution 2008-242, the City of Grand Island awarded The Diamond Engineering Co. of Grand Island, Nebraska the bid in the amount of \$153,620.00 for Concrete Pavement Repair Project No. 2008-P-4; and

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

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

WHEREAS, it is recommended that modifications to the work to be done by The Diamond Engineering Co. are necessary; and

WHEREAS, the result of such modifications will increase the contract amount by \$18,875.64 for a revised contract price of \$172,495.64,

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

	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1. Concrete Pavement Repair, Class 47BD Right Lane	362.80 s.y.	\$49.80	\$18,067.44
2. Concrete Pavement Repair, Class 47BD Both Lanes – Full Depth	9.00 s.y.	\$89.80	\$ 808.20

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 18, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____ November 13, 2008 ✕ City Attorney
--



City of Grand Island

Tuesday, November 18, 2008

Council Session

Item G6

**#2008-323 - Approving Change Order No. 1 for Water Main
District 453T, Sanitary Sewer District 522T and Sanitary Sewer
Lift Station #22**

Staff Contact: Steven P. Riehle, City Engineer/Public Works Direc

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: November 18, 2008

Subject: Approving Change Order No. 1 for Water Main District 453T, Sanitary Sewer District 522T and Sanitary Sewer Lift Station #22

Item #'s: G-6

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

Background

The Diamond Engineering Co. of Grand Island, Nebraska was awarded a \$316,385.84 contract on October 9, 2007. The contract was for the installation of water mains, sanitary sewer lines and a sanitary lift station. The work is located in the northeast part of the City of Grand Island, across a portion of the Central Nebraska Regional Airport. The project commenced at Sky Park Road, approximately one half (1/2) mile north of Capital Avenue. The alignment runs northeasterly along the southerly side of the Airport to a point on the westerly side of the Grand Island Army Aviation Support Facility at the northeast corner of Shady Bend Road and Airport Road.

Discussion

After installation of sanitary lift station #22 sandfill was required to fill in the area around the lift station and also to raise the utility transformer pad.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Change Order No. 1 for Water Main District 453T, Sanitary Sewer District 522T and Sanitary Sewer Lift Station #22.

Sample Motion

Move to approve Change Order No. 1 for Water Main District 453T, Sanitary Sewer District 522T and Sanitary Sewer Lift Station #22.

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

CHANGE ORDER NUMBER 1

Date of Issuance: November 18, 2008

PROJECT: Water Main District 453T, Sanitary Sewer District 522T and Sanitary Sewer Lift Station #22

CONTRACTOR: The Diamond Engineering Company

CONTRACT DATE: October 23, 2007

After installation of sanitary lift station #22 sandfill was required to fill in the area around the lift station and also to raise the utility transformer pad.

- 404.37 Ton of Sandfill @ \$4.00 per ton\$ 1,617.48

The changes result in the following adjustment to the Contract Amount:

Contract Price Prior to This Change Order	\$316,385.84
Net Increase/Decrease Resulting from this Change Order	\$ 1,617.48
Revised Contract Price Including this Change Order	\$318,003.32

Approval Recommended:

By _____
Steven P. Riehle, Public Works Director

Date _____

The Above Change Order Accepted:

_____ The Diamond Engineering Co. _____
Contractor

By _____

Date _____

Approved for the City of Grand Island:

By _____
Margaret Hornady, Mayor

Attest: _____
RaNae Edwards, City Clerk

Date _____

RESOLUTION 2008-323

WHEREAS, on October 9, 2007, by Resolution 2007-254, the City of Grand Island awarded The Diamond Engineering Co. of Grand Island, Nebraska the bid in the amount of \$316,385.84 for Water Main District 453T, Sanitary Sewer District 522T and Sanitary Sewer Lift Station #22; and

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

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

WHEREAS, it is recommended that modifications to the work to be done by The Diamond Engineering Co. are necessary; and

WHEREAS, the result of such modifications will increase the contract amount by \$1,617.48 for a revised contract price of \$318,003.32,

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

- 404.37 Ton of Sandfill @ \$4.00 per ton\$ 1,617.48

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 18, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
November 14, 2008 ☐ City Attorney



City of Grand Island

Tuesday, November 18, 2008

Council Session

Item G7

#2008-324 - Approving Rescission of Resolution 2008-207; No Parking Zone on the West Side of Greenwich Street from Second Street to the Alley One Half Block North

Staff Contact: Steven P. Riehle, City Engineer/Public Works Direc

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: November 18, 2009

Subject: Approving Rescission of Resolution 2008-207; No Parking Zone on the West Side of Greenwich Street from Second Street to the Alley One Half Block North

Item #'s: G-7

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

Background

City Council approved Resolution 2008-207 at the request of the Nebraska Department of Roads (NDOR) in connection with the detour for the project to widen US Highway 30 (2nd Street).

Discussion

The water main work has been completed on the north side of Second Street at Clark Street, therefore traffic will again be detoured north at Clark Street. The parking restrictions on west side of Greenwich Street from Second Street to the alley one half block north can be removed.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the rescission of Resolution 2008-207.

Sample Motion

Move to approve the rescission of Resolution 2008-207.



R E S O L U T I O N 2008-324

WHEREAS, Resolution 2008-207 directed that No Parking be allowed on the west side of Greenwich Street from Second Street to the alley one half block north; and

WHEREAS, the water main work has been completed on the north side of Second Street at Clark Street it is recommended Resolution 2008-207 be rescinded.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Resolution 2008-207 is rescinded.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 18, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 18, 2008

Council Session

Item G8

#2008-325 - Approving Certificate of Final Completion for the Purchase of Furnishings for Building Six (6) Expansion at the Wastewater Treatment Plant

Staff Contact: Steve Riehle, City Engineer/Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: November 18, 2008

Subject: Approving Certificate of Final Completion for the Purchase of Furnishings for Building Six (6) Expansion at the Wastewater Treatment Plant

Item #'s: G-8

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

Background

Eakes Office Plus of Grand Island, Nebraska was awarded a \$21,684.00 contract on February 26, 2008. The contract was for the purchase of office furnishings for the expansion of building six (6) at the Wastewater Treatment Plant.

Discussion

The purchases were completed in accordance with the terms, conditions, and stipulations of the contract and specifications. It was completed with no overruns at a cost of \$21,684.00.

Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council approve the Certificate of Final Completion for the Purchase of Furnishings for Building Six (6) Expansion at the Wastewater Treatment Plant.

Sample Motion

Move to approve the Certificate of Final Completion for the Purchase of Furnishings for Building Six (6) Expansion at the Wastewater Treatment Plant.

CERTIFICATE OF FINAL COMPLETION

For the PURCHASE OF FURNISHINGS FOR BUILDING SIX (6) EXPANSION

At

Waste Water Treatment Plant

November 18, 2008

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

This is to certify that the Purchase of Furnishings for Building Six (6) Expansion has been completed by Eakes Office Plus of Grand Island, Nebraska under contract approved by the City Council on the 26th of February 2008. The work was 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 under 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.

PURCHASE OF FURNISHINGS FOR BUILDING SIX (6) EXPANSION located at Waste Water Treatment Plant.

Purchase of:

Furnishings for Building Six (6) Expansion by Eakes Office Plus	\$ 21,684.00
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TOTAL PURCHASE COST	\$ 21,684.00
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SUMMARY OF OTHER COST

Grand Island Daily Independent – Advertising	\$ 39.34
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TOTAL OTHER COST	\$ 39.34
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TOTAL COST FOR PURCHASE OF FURNISHINGS FOR BUILDING SIX (6) EXPANSION	\$ 21,723.34
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Respectfully submitted,

Steven P. Riehle, P.E.
City Engineer/Public Works Director

November 18, 2008

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

I hereby recommend that the Engineer's Certificate of Final Completion for Purchase of Furnishings for Building Six (6) Expansion be approved.

Respectfully submitted,

Margaret Hornady
Mayor

RESOLUTION 2008-325

WHEREAS, the City Engineer/Public Works Director for the City of Grand Island issued a Certificate of Final Completion for the Purchase of Furnishings for Building Six (6) Expansion at the Wastewater Treatment Plant, certifying that Eakes Office Plus of Grand Island, Nebraska, under contract, has completed the work; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the purchase; and

WHEREAS, the Mayor concurs with the recommendation of the City Engineer/Public Works Director; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for the Purchase of Furnishings for Building Six (6) at the Wastewater Treatment Plant is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 18, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
November 13, 2008 ☐ City Attorney



City of Grand Island

Tuesday, November 18, 2008

Council Session

Item G9

**#2008-326 - Approving Certificate of Final Completion for the
Furnishing of WAS Holding Tank Diffusers Project 2008-WWTP-
1 at the Wastewater Treatment Plant**

Staff Contact: Steve Riehle, City Engineer/Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: November 18, 2008

Subject: Approving Certificate of Final Completion for the
Furnishing of WAS Holding Tank Diffusers Project
2008-WWTP-1 at the Wastewater Treatment Plant

Item #'s: G-9

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

Background

Stamform Scientific International (SSI Aeration, Inc.) of Poughkeepsie, New York was awarded a \$56,700.00 contract on April 22, 2008. The contract was for the furnishing of WAS Holding Tank Diffusers, Project 2008-WWTP-1, at the Wastewater Treatment Plant.

Discussion

The furnishing was completed in accordance with the terms, conditions, and stipulations of the contract, plans and specifications. It was completed with no overruns at a cost of \$56,700.00.

Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council approve the Certificate of Final Completion for the furnishing of WAS Holding Tank Diffusers Project 2008-WWTP-1.

Sample Motion

Move to approve the Certificate of Final Completion for the furnishing of WAS Holding Tank Diffusers Project 2008-WWTP-1.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

For the Furnishing of WAS Holding Tank Diffusers
At
Waste Water Treatment Plant
November 18, 2008

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

This is to certify that the Furnishing of WAS Holding Tank Diffusers has been completed by Stamform Scientific International, (SSI Aeration Inc.) of Poughkeepsie, New York under contract approved by the City Council on April 22, 2008. The work was 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 under 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.

PURCHASE OF FURNISHING FOR WAS HOLDING TANK DIFFUSERS is located at Waste Water Treatment Plant.

Purchase of:

Furnishing of WAS Holding Tank Diffusers (SSI Aeration, Inc. Diffuser System)	\$ 53,865.00
(SSI Aeration, Inc. Diffuser System Fin)	\$ 2,835.00
TOTAL PURCHASE COST	\$ 56,700.00
TOTAL COST OF FURNISHING WAS HOLDING TANK DIFFUSERS	\$ 56,700.00

Respectfully submitted,

Steven P. Riehle, P.E.
City Engineer/Public Works Director

November 18, 2008

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

I hereby recommend that the Engineer's Certificate of Final Completion for Furnish of WAS Holding Tank Diffusers be approved.

Respectfully submitted,

Margaret Hornady
Mayor

RESOLUTION 2008-326

WHEREAS, the City Engineer/Public Works Director for the City of Grand Island issued a Certificate of Completion for Project No. 2008-WWTP-1, furnishing of WAS Holding Tank Diffusers, certifying that Stamform Scientific International, (SSI Aeration, Inc.) of Poughkeepsie, New York, under contract, has completed the furnishing of WAS Holding Tank Diffusers; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the project; and

WHEREAS, the Mayor concurs with the recommendation of the City Engineer/Public Works Director; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Project No. 2008-WWTP-1, furnishing of WAS Holding Tank Diffusers is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 18, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 18, 2008

Council Session

Item G10

#2008-327 - Approving Certificate of Final Completion for the Installation of WAS Holding Tank Diffusers Project 2008-WWTP-2 at the Wastewater Treatment Plant

Staff Contact: Steven P. Riehle, City Engineer/Public Works Direc

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: November 18, 2008

Subject: Approving Certificate of Final Completion for the Installation of WAS Holding Tank Diffusers, Project 2008-WWTP-2 at the Wastewater Treatment Plant

Item #'s: G-10

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

Background

Industrial Process Technology, Inc. of Mitchell, South Dakota was awarded a \$46,268.00 contract on April 22, 2008. The contract was for the installation of the WAS Holding Tank Diffusers, Project 2008-WWTP-2 at the Wastewater Treatment Plant.

Discussion

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans and specifications. It was completed with an underrun of \$1,040.00, for a total cost of \$45,228.00.

Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council approve the Certificate of Final Completion for the installation of WAS Holding Tank Diffusers, Project 2008-WWTP-2 at the Wastewater Treatment Plant.

Sample Motion

Move to approve the Certificate of Final Completion for the installation of WAS Holding Tank Diffusers, Project 2008-WWTP-2.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

For the Installation of WAS Holding Tank Diffusers, Project 2008-WWTP-2
At
Waste Water Treatment Plant
November 18, 2008

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

This is to certify that the Installation of WAS Holding Tank Diffusers has been completed by Industrial Process Technology of Mitchell, South Dakota under contract approved by the City Council on April 22, 2008. The work was 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 under 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.

PURCHASE OF INSTALLATION FOR WAS HOLDING TANK DIFFUSERS located at Waste Water Treatment Plant.

Purchase of:

Installation of WAS Holding Tank Diffusers by Industrial Process Technology, Inc.	\$ 46,268.00
Credit for Services not Required	\$ 1,040.00
TOTAL PURCHASE COST	\$ 45,228.00
TOTAL COST OF INSTALLATION OF WAS HOLDING TANK DIFFUSERS	\$ 45,228.00

Respectfully submitted,

Steven P. Riehle, P.E.
City Engineer/Public Works Director

November 18, 2008

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

I hereby recommend that the Engineer's Certificate of Final Completion for Installation of WAS Holding Tank Diffusers be approved.

Respectfully submitted,

Margaret Hornady
Mayor

RESOLUTION 2008-327

WHEREAS, the City Engineer/Public Works Director for the City of Grand Island issued a Certificate of Final Completion for Project 2008-WWTP-2, installation of WAS Holding Tank Diffusers, certifying that Industrial Process Technology, Inc. of Mitchell, South Dakota, under contract, has completed the WAS Holding Tank Diffusers installation; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the project; and

WHEREAS, the Mayor concurs with the recommendation of the City Engineer/Public Works Director; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Project No. 2008-WWTP-2, installation of WAS Holding Tank Diffusers is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 18, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 18, 2008

Council Session

Item G11

**#2008-328 - Approving Contract for Natural Gas Supply to
Burdick Station**

Staff Contact: Gary R. Mader; Wesley Nespor

Council Agenda Memo

From: Gary R. Mader, Utilities Director
Wesley Nespore, Asst. City Attorney/Purchasing

Meeting: November 18, 2008

Subject: Award of Natural Gas Supply Contract between the City of Grand Island and Seminole Energy Services

Item #'s: G-11

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

Background

The Burdick Station power plant generating units are fueled by either fuel oil or natural gas. The current natural gas supply contract for the Burdick Station Power Plant expires this Fall. Therefore, bids for continued service were solicited for supply through the 2009 summer season. The Burdick Station generators are most often used to meet summer peak electric demand, but can also be used other times of the year to meet emergency conditions. The term of this bid solicitation is through the summer, expiring on September 30, 2009, a ten month term.

Discussion

The specifications for Natural Gas Supply were advertised and published in accordance with the City Procurement Code and bid documents were sent to five potential bidders. The bids were publicly opened at 2:00 pm on November 12, 2008. Two bids were received as tabulated below.

Seminole Energy Services, Denver, CO
ONEOK Energy Marketing, Tulsa, OK

The Bids were evaluated for contract compliance and delivered cost at the Burdick Station Power Plant. Since the natural gas usage is for emergency and peaking needs, the actual amount of gas used under the contract is not known at the time of award. The contract includes provisions to provide primary firm transport availability through the contract term, with the gas commodity price determined at the time of use based on price indices as published daily in an industry publication, Gas Daily Price Guide. Bid evaluation is based on the previous twelve months of operating history.

Both bidders submitted bids compliant with the contract specifications. Utilities department staff conducted bid evaluations as described above. The lowest evaluated bid was received from Seminole Energy Services.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the Natural Gas Supply Contract to Seminole Energy Services of Denver, CO.

Sample Motion

Move to approve to award the Natural Gas Supply Contract to Seminole Energy Services.

NOTICE TO BIDDERS

Bids will be received by the City of Grand Island, Utilities Department, at:
the Office of the City Clerk: 100 East 1st Street
Grand Island, NE 68801

or

P.O. Box 1968
Grand Island, NE 68802-1968

for the delivery of natural gas supply to the Burdick Power Station Power Plant until **2:00 p.m. local time, Wednesday, November 12, 2008**. Bids shall be submitted on the form attached hereto as "Attachment A" and shall include 6,000 MMBTU per day Guaranteed Primary Firm Transportation on 24 Hours Notice to the Burdick Power Station, Grand Island/KMIGT/Burdick Power Location 41000, for ten (10) months, commencing December 1, 2008, through September 30, 2009.

Bids received after the specified time will be returned unopened to sender. Bids shall include the following on the outside of the envelope: **"Natural Gas Supply Bid"**. All bids must be signed and dated in order to be accepted. Bids shall be addressed to the attention of RaNae Edwards, City Clerk. **THREE (3) SIGNED ORIGINALS shall be submitted for each bid**. Failure to submit the necessary qualifying information may result in your bid not being considered.

The price for Guaranteed Primary Firm Transportation shall be stated separately as a monthly demand charge to be paid in the month following the month stated.

The prices set forth in the bids submitted will be considered confidential by the City and shall not be disclosed to any third party without the advance written consent of the bidder (which consent shall not be unreasonably withheld), except where such disclosure may be required by law, or in connection with the assertion of a claim or defense in judicial or administrative proceedings, in which event the City shall advise

the bidder in advance in writing and shall cooperate to the extent practicable to minimize the disclosure of such information.

The commodity price for gas shall guarantee the availability and delivery of up to 6,000 MMBTU per day for each month of the ten (10) month term. Actual deliveries shall be based upon daily nominations made no later than 8:15 a.m. Central Time on the day prior to the day of delivery, and may be zero. The commodity price for gas shall be stated as a Daily Price Survey index or index average as reported in *Gas Daily*, a Pasha Publications, Inc. publication. Gas actually nominated and delivered shall be priced at the applicable index price corresponding to the gas flow day. Index priced gas delivered with a gas flow date of Saturday, Sunday, or Monday shall be priced at that Monday's published price. Any charge in addition to the set price or index price for commodity transportation or any other charge or fee shall be stated as either a flat rate adder or fuel percentage adder to the gas price.

Bids will be publicly opened at **2:00 p.m. (local time) on Wednesday, November 12, 2008**, in Conference Room #1, City Hall, 100 East Pine Street, Grand Island, Nebraska. **Bids received after said 2:00 p.m. CST will not be considered.** Bid prices based upon an index price will be evaluated upon the basis of a (12) twelve month average of the Daily Price Survey for the applicable index as published in *Gas Daily*. The successful bidder will be notified of selection on or before November 21, 2008. The successful bidder shall execute and return a Gas Sales Agreement Confirmation Order. The Confirmation Order shall be in the form attached hereto as "Attachment B."

Each bidder shall supply three references for natural gas supply service similar to that specified herein. Each reference shall include the name of a contact person familiar with natural gas purchases from the bidder, contact's phone number and a description of the service provided by bidder.

Each bidder shall supply documentation demonstrating the bidder's physical and financial capabilities to provide natural gas supply as stated herein. The City may require additional proof of a bidder's ability to meet the terms of this solicitation after the bid opening, during bid evaluation.

The City of Grand Island reserves the right to reject any or all bids, to waive irregularities, and to accept whichever bid may be in the best interests of the City, as it shall, in its sole discretion, determine.

I. Name of bidder: _____

II. 6,000 MMBTU/day Guaranteed Primary Firm Transportation on 24 Hours Notice:

2008

December _____

2009

January _____

February _____

March _____

April _____

May _____

June _____

July _____

August _____

September _____

Total Ten (10) Month Demand Charge: \$ _____

Date: _____, 2008

This Confirmation Order is made a part of and is subject to all terms and conditions set forth in that Gas Sales Agreement dated _____, by and between _____, ("Seller") and City of Grand Island ("Buyer").

Terms:

1. Order Period: December 1, 2008 to September 30, 2009
2. Quantity: Up to 6,000 MMBTU per day
3. Delivery Point: KMI Meters 40354 and 40355
4. Price:

I. 6,000 MMBTU/day Guaranteed Primary Firm Transportation on 24 Hours Notice:

December 1, 2008 to September 30, 2009 total monthly charge \$ _____

Ten (10) Month Total Demand Charge \$ _____

The demand charge shall be paid monthly, regardless of actual natural gas purchases.

II. Natural gas commodity price:

The price for each MMBTU of gas sold and delivered each month hereunder, shall be found in *Gas Daily*, published by Pasha Publications, Inc., under the heading " _____ " under the publication date which corresponds to the flow date and shall be equal to the _____ of the " _____ " index prices for the following "Delivery in" designations: _____. Gas delivered with a flow date of Saturday or Sunday shall be priced using the price for the following Monday trade date. Buyer may order up to 6,000 MMBTU per day upon 24 hours advance notice and Seller guarantees the availability and delivery of same. Buyer is not required to purchase any gas.

III. Natural gas fuel percentage adder:

A fuel percentage adder of _____% shall be added to the natural gas commodity price as determined in paragraph II above.

IV. Natural gas flat rate adder:

A natural gas price flat rate adder of \$ _____ per MMBTU shall be added to the natural gas commodity price after addition of the percentage adder in Paragraph III above.

City of Grand Island (Buyer)

By: _____ Date _____

_____, (Seller) By: _____

Date: _____



Wes Nespor, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: November 12, 2008 at 2:00 p.m.
FOR: Natural Gas Supply to Burdick Power Station
DEPARTMENT: Utilities
FUND/ACCOUNT: 520
PUBLICATION DATE: November 4, 2008
NO. POTENTIAL BIDDERS: 5

SUMMARY

Bidder: Seminole Energy Services ONEOK Energy Marketing
Holdrege NE Grand Island NE

cc: Gary Mader, Utilities Director
Dale Shotkoski, City Attorney
Jeff Pederson, City Administrator

Bob Smith, Assist. Utilities Director
Wes Nespor, Purchasing Agent
Pat Gericke, Utilities Admin. Assist.

P1300

RESOLUTION 2008-328

WHEREAS, the City Electric Department invited bids for Natural Gas Supply Agreement through September 2009 to the Burdick Station Power Plant, according to the contract specifications on file at the Utilities Department office; and

WHEREAS, it was stipulated that bid prices and/or final award prices would not be publicly disclosed; and

WHEREAS, on November 12, 2008 bids were received, opened, and reviewed; and

WHEREAS, Seminole Energy Services, with sales offices in Denver, CO submitted a bid in accordance with the terms of the advertisement of bids and the contract specifications and all other statutory requirements contained therein; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Seminole Energy Services, for the Natural Gas Supply Agreement through September 2009 is approved as the lowest responsive bid submitted.

BE IT FURTHER RESOLVED, that an agreement between the City and such contractor be entered into for such project; and the Mayor is hereby authorized and directed to execute such contract on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 18, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 13, 2008	☐ City Attorney



City of Grand Island

Tuesday, November 18, 2008

Council Session

Item G12

**#2008-329 - Approving Bid Award - Coal Pulverizer Separator
Tops and Classifier Assemblies - Platte Generating Station**

Staff Contact: Gary R. Mader; Wesley Nespor

Council Agenda Memo

From: Gary R. Mader, Utilities Director
Wesley Nesor, Asst. City Attorney/Purchasing

Meeting: November 18, 2008

Subject: Pulverizer Separator Tops and Classifier Assemblies

Item #'s: G-12

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

Background

The four pulverizers at the Platte Generating Station crush and grind coal into fine particles for the boiler combustion process. These are the original pulverizers installed at the plant in 1980. Each pulverizer has seen consistent operation for over 25 years, each grinding approximately 2,500,000 tons of coal during that time. A result of this operation is coal erosion to specific pulverizer components. In the pulverizer, there is a separator section where the ground coal is classified by particle size. Larger particles are returned to the grinder section, fine particles are transferred to the boiler by a forced air stream for combustion. At this time, two of the four pulverizer separator tops, and their corresponding classifier assemblies, are worn beyond additional repair. The plant maintenance outage planned for this next spring provides an opportunity to replace these worn components. Therefore, specifications for the replacement pulverizer separator tops were developed by plant staff. Photos of the separator/classifier section are attached. Each unit weighs just over two tons.

Discussion

The specifications for the Pulverizer Separator Tops and Classifier Assemblies were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on November 4, 2008. Specifications were sent to three potential bidders and responses were received as listed below. The engineer's estimate for this project was \$200,000.00.

Bidder	Bid Price
Southwestern Pulverizer Performance Co.	\$ 123,400.00

The bid was reviewed by plant staff and is compliant with specifications and less than the engineer's estimate.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the Contract for the Pulverizer Separator Tops and Classifier Assemblies to Southwestern Pulverizer Performance Co. of Fort Collins, CO, as the low responsive bidder, with the bid price of \$123,400.00.

Sample Motion

Move to approve award of the bid of \$123,400.00 from Southwestern Pulverizer Performance Co. for the Pulverizer Separator Tops and Classifier Assemblies as submitted.



Pulverizer Separator Top and Classifier Assembly



Installed Pulverizer Separator Top and Classifier Assembly



Wes Nespor, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: November 4, 2008 at 11:15 a.m.
FOR: Pulverizer Separator Tops and Classifier Assemblies
DEPARTMENT: Utilities
ESTIMATE: \$200,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: October 15, 2008
NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder: Southwestern Pulverizer Performance Corporation
Co
Bid Security: Check# 531782
\$6,170
Exceptions: None
Bid Price:

Material	123,400
Labor	n/a
Sales Tax	n/a
Base Bid	123,400

cc: Gary Mader, Utilities Director
Dale Shotkoski, City Attorney
Jeff Pederson, City Administrator
Rodger Zawadniak, PGS

Bob Smith, Assist. Utilities Director
Wes Nespor, Purchasing Agent
Pat Gericke, Utilities Admin. Assist.
Karen Nagel, Utilities Secretary

RESOLUTION 2008-329

WHEREAS, the City Electric Department invited sealed bids for Coal Pulverizer Separator Tops and Classifier Assemblies at Platte Generating Station; and

WHEREAS, on November 4, 2008, bids were received, opened and reviewed; and

WHEREAS, Southwestern Pulverizer Performance Company of Ft. Collins, Colorado 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 \$123,400.00; and

WHEREAS, the bid of the Southwestern Pulverizer Performance Company, is less than the estimate for Coal Pulverizer Separator Tops and Classifier Assemblies.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of the Southwestern Pulverizer Performance Company of Ft. Collins, Colorado, in the amount of \$123,400.00 for the Coal Pulverizer Separator Tops and Classifier Assemblies at Platte Generating Station is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 18, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 13, 2008	☐ City Attorney



City of Grand Island

Tuesday, November 18, 2008

Council Session

Item G13

**#2008-330 - Approving Redevelopment Plan for the CRA Area #2
for Property Located at 2623, 2707 and 2709 South Locust Street**

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

Staff Contact: Chad Nabity

RESOLUTION 2008-330

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

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

WHEREAS, the City has previously declared Redevelopment Area No. 2 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

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

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

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

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be the development of an 80+ room hotel at 2623, 2707 and 2709 South Locust (see legal description as show on Exhibit A) in Grand Island, Hall County, Nebraska; and

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

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

1. The Redevelopment Plan of the City approved for Redevelopment Area No.2 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined, based on the analysis conducted by the Authority, that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission with respect to the Redevelopment Contract.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall be January 1, 2009 as follows:
 - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
 - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.

- c. The Mayor and City Clerk are authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 18, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

EXHIBIT A

DESCRIPTION OF PREMISES

A tract of land located in Section Twenty-Seven (27), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska, commencing at a point which is 525 feet North and 33 feet East of the quarter section corner between Sections Twenty-Seven (27) and Twenty-Eight (28) in Township Eleven (11) North, Range Nine (9) West of the 6th P.M. running thence North 100 feet along a line parallel to and 33 feet East of the Section line between Sections Twenty-Seven (27) and Twenty-Eight (28), thence Easterly at right angles a distance of 361.5 feet, thence Southerly at right angles a distance of 247.5 feet; thence Westerly at right angles to the Southeasterly corner of the tract conveyed by the grantor therein named on the 6th day of May 1930 to R.I. Merrick, which deed is recorded at page 627, in Book 69, from Deed Records in the Office of Register of Deeds, Hall County, Nebraska thence Northerly along East line of said tract so conveyed to said Merrick to the Northeasterly corner thereof, thence Westerly along the Northerly line of said tract so conveyed by grantor to the said Merrick to the place of beginning, expecting a tract of land to the City of Grand Island, Nebraska more particularly described in Deed recorded as Document No 200008052.

AND

Beginning at a point 377.5 Feet North of and 33 Feet East of the Quarter Section corner between Sections Twenty-Seven (27) and Twenty-Eight (28), in Township Eleven (11) North, Range Nine (9) West of the 6th P.M. and running thence North, along a line parallel to and 33 Feet East of the Section line between said sections Twenty-Seven (27) and Twenty-Eight (28), a distance of 147.5 Feet thence Easterly, at right angles, a distance of 354.65 Feet thence Southerly at right angles, a distance of 147.3 Feet; thence Westerly at right angles, a distance of 355.9 Feet to the place of beginning, and being a part of Lot One (1) Mainland in Section Twenty-Seven (27) in Township Eleven (11) North, Range Nine (9) West of the Sixth P.M., excepting therefrom, the property described in the Report of Appraisers recorded in Book T, Page 253, of the Miscellaneous Records in the Office of the Register of Deeds, Hall County, Nebraska.



City of Grand Island

Tuesday, November 18, 2008

Council Session

Item G14

**#2008-331 - Approving Community Video Tour Book Agreement
with CGI Communications, Inc.**

Staff Contact: Paul Briseno, Assist. to City Administrator

Council Agenda Memo

From: Paul Briseno, Assistant to the City Administrator

Meeting: November 18, 2008

Subject: Community Video Tour Book Agreement with CGI Communications, Inc.

Item #'s: G-14

Presenter(s): Paul Briseno, Assistant to the City Administrator

Background

Mayors TV, powered by e•LocalLink, has become the premier provider of streaming web video to towns small and large across the nation. CGI Communications, Inc., the parent company of e•LocalLink, provides an end-to-end video solution, from writing scripts to filming, editing, and host streaming of the video using patent-pending one-click video technology.

Discussion

The community video tour book is an endorsed program of the U.S. Conference of Mayors. This program consists of four basic videos each one minute long and eight additional one minute videos if desired. The four basic videos include a welcome, overview of education, quality of life, and real estate/relocation for the community of Grand Island. These videos will showcase the various aspects of the Grand Island community and the City of Grand Island.

CGI Communications, Inc. is offering the community video tour book at **NO COST** to the City of Grand Island. Nebraska participating communities include the cities of Blair, La Vista, and Omaha. Council can view these videos at <http://www.elocallink.tv/web/main/mayors/map.php>

The benefits of CGI Communications video tour book include:

- Script writing and video content consolation
- Video production and editing
- Storage and streaming of all videos on CGI's dedicated server
- Minimal staff time
- No additional hardware/software

If approved this web service will be launched with the web site upgrade offering our citizens 24/7 access to the Grand Island community and the City of Grand Island.

When searching Grand Island, Nebraska on the internet the City of Grand Island web site is the first site to appear. This makes our web site very marketable and allows CGI Communications, Inc. to offer this service for free to municipalities through the sales of local sponsorship. CGI Communications, Inc. has a community movie program sponsorship policy to ensure appropriate sponsorship. To ensure this policy is upheld the City of Grand Island has oversight of the selected sponsors.

Alternatives

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

1. Move to approve the agreement with CGI Communications, Inc.
2. Disapprove or deny the agreement with CGI Communications, Inc.
3. Take no action on the issue.

Recommendation

City Administration recommends that the City Council approve the Community Video Tour Book Agreement with CGI Communications, Inc.

Sample Motion

Move to approve the agreement with CGI Communications, Inc. for the Community Video Tour Book.



**CGI Communications
130 E. Main St, 8th Floor
Rochester, NY 14604**

Community Movie Program Sponsorship Policy

It is the policy of eLocalLink/CGI Communications not to solicit or otherwise provide sponsorship opportunities to any business or organization that may be perceived as offensive or partisan. These types of establishments include, but are not limited to, adult bookstores/entertainment, pawnshops, and tattoo/piercing parlors. CGI will also not solicit any political parties and/or organizations.

Additionally, the participating community may advise eLocalLink/CGI of specific businesses to be disallowed as sponsors. The participating community must advise e-LocalLink/CGI of this information in writing PRIOR to the beginning of the sponsorship solicitation campaign.

As a privately owned company, independent of the participating community, eLocalLink/CGI can eliminate from consideration those companies and organizations it deems inappropriate. The participating community is not responsible for actions taken by eLocalLink/CGI in eliminating from consideration those businesses and organizations eLocalLink/CGI has deemed inappropriate.

Community Video Tour Book Agreement

CGI Communications, Inc.
130 East Main Street, 8th Floor
Rochester, NY 14604
(800) 398-3029 phone
(866) 429-8611 fax

Name: Paul Briseno
Title: Assistant to City Administrator
Address: 100 East First Street
City, State, Zip: Grand Island, NE 68801
Phone: 308-385-5444
Email: pbriseno@grand-island.com
Website: www.grand-island.com

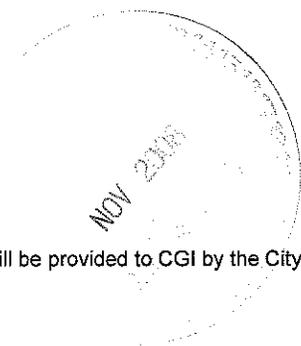
This agreement is between CGI Communications, Inc. and the City of Grand Island and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Video Program is made available for viewing via a link on the www.grand-island.com website homepage for viewer access. The term of this agreement shall automatically renew unless either party gives 60 days written notice of termination or modification prior to expiration. It is the policy of e-LocalLink/CGI Communications not to solicit or otherwise provide sponsorship opportunities to any business or organization that may be perceived as offensive or partisan. These types of establishments include, but are not limited to, adult bookstores/entertainment, pawnshops, and tattoo/piercing parlors. CGI will also not solicit any political parties and/or organizations. Additionally, the participating community may advise e-LocalLink/CGI of specific businesses to be disallowed as sponsors. City of Grand Island must advise e-LocalLink/CGI of this information in writing PRIOR to the beginning of the sponsorship solicitation campaign. As a privately owned company, independent of the participating community, e-LocalLink/CGI can eliminate from consideration those companies and organizations it deems inappropriate. The participating community is not responsible for actions taken by eLocalLink/CGI in eliminating from consideration those businesses and organizations eLocalLink/CGI has deemed inappropriate.

CGI Communications, Inc. and its eLocalLink division shall provide a Community Video Program as follows:

- Website Welcome video from your Mayor or other civic leader and an Education, Quality of Life, and Real Estate/Relocation video (approx. 1 minute in duration)
- Up to 6 additional videos to showcase various aspects of your community and/or organization (providing a total of ten 1 minute community highlight videos)
- Script writing and video content consultation
- A videographer will come to your location to film videos
- All aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Final draft of Community Video Program content subject to your approval
- Patent-pending OneClick™ Technology and encoding of all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia® and QuickTime®
- Store and stream all videos on CGI's dedicated server
- Business sponsors allowed on the perimeter of video panels
- Duration of sponsor participation will be one year and eLocalLink is solely responsible for annual sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Viewer access of the Community Video Program from your website shall be facilitated by eLocalLink providing HTML source code for graphic link to be prominently displayed on the www.grand-island.com website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this agreement; "Video Tour Book" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- eLocalLink will own copyrights of the master Community Video Program
- The City of Grand Island will assume no cost or liability for this project

Program Add-On if signed and received by 11/19/08 :

- Encoding, hosting, and streaming of additional 5 minutes of video per month. Finished video content will be provided to CGI by the City of Grand Island



The City of Grand Island shall provide the following:

- A letter of introduction for the program on your organization's letterhead
- Assist with the content and script for the Community Video Program
- Agrees to give eLocalLink the right to use organization's name in connection with the preparation, production, and marketing of the program set forth herein only
- Agrees to display the "Coming Soon" graphic link prominently on the www.grand-island.com website homepage within 10 business days of receipt of HTML source code
- Agrees to display the "Video Tour Book" link to be no less than 150 by 400 pixels prominently on the www.grand-island.com website homepage for the term of this agreement
- Provides eLocalLink exclusive streaming video rights for the program described herein only

We, the undersigned, understand the above information and have full authority to sign this agreement.

The City of Grand Island

CGI Communications, Inc.

Signature:

Signature: 

Name (printed):

Name (printed): Nicole Rongo

Title:

Title: Marketing Manager

Date:

Date: 11/5/08

R E S O L U T I O N 2008-331

WHEREAS, CGI Communications, Inc. is the parent company of e•LocalLink which provides streaming web video to municipalities across the nation, and

WHEREAS, CGI Communications, Inc. creates a community video tour book for municipal web sites which includes eight videos, script writing, video content consolation, video production, editing, storage and streamlining of all videos on a CGI dedicated server, and

WHEREAS, community videos promote and showcase the various aspects of the Grand Island community and the City of Grand Island, and

WHEREAS, the U.S. Conference of Mayors endorses the community video tour book program which has proven successful with other Nebraska municipalities, and

WHEREAS, CGI Communications, Inc. is offering the community video tour book program at NO COST to the City of Grand Island, and

WHEREAS, the program will offer an additional interactive tool for the web site upgrade to allow for greater accessibility by citizens, and

WHEREAS, the CGI Communications, Inc. has a community movie program sponsorship policy and the City of Grand Island will have oversight of community sponsors, and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that an agreement between CGI Communications, Inc. and the City of Grand Island, Nebraska be entered into for the service of Community Video Tour Book.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 18, 2008.

Margaret Hornady, Mayor

Attest:

Approved as to Form ☐ _____
November 14, 2008 ☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 18, 2008

Council Session

Item H1

**Approving Request from Mick Brown for Conditional Use Permit
for Temporary Parking Lot Located at 4811 Gold Core Drive**

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

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, November 18, 2008

Council Session

Item H2

Approving Appointment of Troy Hughes as Fire Chief

Staff Contact: Mayor Hornady

Council Agenda Memo

From: Mayor Margaret Hornady
Meeting: November 18, 2008
Subject: Appointment of New Fire Chief
Item #'s: H-2
Presenter(s): Mayor Margaret Hornady

Background

The City of Grand Island has a fire department that employs sixty-nine (69) full-time people including the Fire Chief. Jim Rowell, who has been the Fire Chief since 1992, recently retired on October 24, 2008. Curt Rohling has served as the interim Fire Chief during the search period. This is a Civil Service position. Protocol dictates that the appointing authority makes a request to the Civil Service to advertise the open position and then for the Civil Service to forward the applicants that met the position requirements as eligible to test for the position.

The position was advertised nationally. There were four applicants for the position. Only one of the four applicants met the requirements of the job description. The applicant that met the position requirements was approved to be on an eligibility list for testing.

Discussion

The test was administered by the Human Resources Department on November 13, 2008 followed by an interview with me, the City Administrator and the Human Resources Director. The Civil Service met on November 14, 2008 and reviewed the outcome of the testing and approved an eligibility list from which I could make an appointment.

I am forwarding Troy Hughes as my appointment to fill the open Fire Chief position. This appointment requires Council approval and as such I am recommending this action. Some of the information that I based my decision on is as follows;

Mr. Hughes joined the Grand Island Fire Department on February 2, 1985 as a Firefighter. In 1992 Troy was promoted to the position of Fire Captain. In 1998 Troy was promoted to be the Fire Training Officer which today is called the Fire Training Division Chief.

Troy has shown a great deal of self directed initiative over the past several years to immerse himself in studies to strengthen his knowledge in the profession. He has attended the National Fire Academy and is nearing completion of the Executive Fire Officer Program. In addition, he has acquired a Bachelor of Arts degree in Public Administration and a Master of Arts Degree in Management with a Leadership Emphasis from Doane College.

He has involved himself with our community through various boards such as College Park, Leadership Tomorrow, Big Brother's/Big Sister's, and United Way, just to name a few. Troy has exhibited the ability to set and achieve goals in the workplace as well as in the community. He has high standards and seems willing to lead by example.

Alternatives

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

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

Recommendation

I recommend that the Council approve the appointment of Troy Hughes as Fire Chief for the City of Grand Island.

Sample Motion

Move to approve Troy Hughes as Fire Chief for the City of Grand Island.



City of Grand Island

Tuesday, November 18, 2008

Council Session

Item J1

Approving Payment of Claims for the Period of November 5, 2008 through November 18, 2008

The Claims for the period of November 5, 2008 through November 18, 2008 for a total amount of \$3,548,046.40. A MOTION is in order.

Staff Contact: David Springer